

COLLECTIVE AGREEMENT

Between

**OSF INC. - ONTARIO STORE FIXTURES
Custom Wood Division
(Hereinafter referred to as the "Employer")**

and

**UNITED STEELWORKERS OF AMERICA
Union Local 5338
(Hereinafter referred to as the "Union")**

12189(02)
AUG 22 2000

**Effective: December 8, 1999
Expires: December 7, 2002**

12189(02)

TABLE OF CONTENTS

Article 01- PURPOSE .....	. 3
Article 02 - RECOGNITION	3
Article 03 - NO DISCRIMINATION .....	. 3
Article 04 - MANAGEMENT RIGHTS	5
Article 05 - NO STRIKE OR LOCKOUT .....	. 5
Article 06 - UNION SECURITY	5
Article 07 - UNION REPRESENTATION	7
Article 08 - NEGOTIATING COMMITTEE	8
Article 09 - GRIEVANCE PROCEDURE	9
Article 10 - DISCHARGE AND DISCIPLINARY ACTION	10
Article 11 - ARBITRATION	11
Article 12 - SENIORITY	12
Article 13 - JOB POSTING AND PROMOTIONS	14
Article 14 - TRANSFERS	16
Article 15 - LAYOFF AND RECALL PROCEDURE	16
Article 16 - LEAVE OF ABSENCE	17
Article 17 - BULLETIN BOARD	19
Article 18 - REPORTING ALLOWANCE AND CALL IN PAY	20
Article 19 - OUTSIDE ASSIGNMENTS	20
Article 20 - INCAPACITATED EMPLOYEES	21
Article 21 - JURY DUTY	22
Article 22 - SAFETY AND HEALTH .....	. 23
Article 23 - HOLIDAYS	25
Article 24 - VACATIONS	26
Article 25 - WAGES, JOBS DESCRIPTIONS AND NEW CLASSIFICATIONS .....	. 27
Article 26 - HOURS OF WORK AND OVERTIME .....	. 29
Article 27 - OVERTIME	30
Article 28 - BEREAVEMENT LEAVE	32
Article 29 - GROUP INSURANCE AND BENEFIT PLANS .....	. 33
Article 30 - PENSION PLAN	34
Article 31 - INTERPRETATION AND STATUS OF AGREEMENT .....	. 35
Article 32 - DURATION	35
SCHEDULE "A"	35
LETTER OF UNDERSTANDING - MAINTENANCE .....	. 37
LETTER OF UNDERSTANDING - STOCKROOM .....	. 39
LETTER OF UNDERSTANDING - TRANSFERS IN FINISHING	40

ARTICLE 01- PURPOSE

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

ARTICLE 2 – RECOGNITION

2.01 The Employer **recognizes** the Union as the sole and exclusive bargaining agent for all employees working in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor, office and sales staff.

2.02 Employees excluded from the bargaining unit shall not perform bargaining unit work; except for the purposes of experimentation, the construction of prototypes, testing new equipment, training, demonstrations, emergencies, and in urgent situations when qualified bargaining unit employees are not **available**. The role of **supervisory** staff shall be to direct the work of the group of employees under their supervision.

2.03 Should any of the present operations be moved to a location(s) outside the boundaries of Metropolitan Toronto, this Agreement shall be extended to a location within sixty **(60)** miles of the existing plant.

2.04 The Employer shall not contract out work which bargaining unit employees are capable of performing where such work in itself would cause a layoff of bargaining unit employees.

2.05 The Employer shall supply the Union with the names of all supervisors of the bargaining unit whenever changes are made.

ARTICLE 03 - NO DISCRIMINATION

3.01 The Employer, the Union and the employees shall not practice or condone **discrimination** based upon race, colour, ancestry, nationality, place of origin, religion, creed, political opinion, gender, sexual orientation, marital or parental status, age (except as allowed by law), or disability.

3.02 The Employer shall maintain and the Union shall assist in maintaining a working environment which is free from sexual or racial harassment.

- i) For the purposes of this article, "sexual harassment" includes:
 - a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is not

wanted:

- b) implied or expressed promise of reward for complying with a sexually oriented request;
 - c) implied or expressed threat or reprisal (including denial of opportunity) for refusal to comply with a sexually oriented request;
 - d) sexually oriented remarks or behaviour which may create a negative psychological or emotional environment for work;
 - e) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation, to an employee or group of employees because of their gender.
- ii) For the purposes of this article, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation to an employee or group of employees because of race, colour, creed, ancestry, nationality, place of origin, or ethnic background.

3.03 A bargaining unit employee complaining of sexual or racial harassment involving another bargaining unit or non-bargaining unit employee may state the facts of the case in writing or verbally to the Union's Harassment **Complaints** Counsellor (a person designated and trained by the International **Union specifically** to handle such complaints, and hereinafter referred to as "the **Counsellor**"). If the Counsellor determines that the complaint warrants investigation, the counsellor shall contact the Human Resources Department of the Employer. Together, they shall agree upon the most appropriate method of investigating the complaint. When deemed appropriate, the Counsellor shall be enabled to investigate the complaint, on the Employer premises, under conditions and time constraints to be mutually agreed upon. The Counsellor shall issue a non-binding recommendation to the Employer to resolve the complaint. Notification of the Employer's resultant action shall be delivered to the complainant, the respondent and **the** Counsellor. The Counsellor shall not be a compellable witness at any arbitration **proceeding** arising from matters **dealt** with under this Article. All communications shall be treated as confidential.

3.04 Where an arbitrator finds that sexual or racial harassment has occurred, contrary to Article **3.02**, he or she:

- i) may direct that the aggrieved employee be not required to continue working in proximity to any person found to have engaged in harassment; or that the harasser be reassigned to another **department** or shift without regard to the employee's seniority or **classification**.
- ii) shall impose a remedy which is designed to affect only the perpetrator,

insofar as that is practical, and where there is any detriment to be suffered respecting job classification, seniority, wage rate, etc. such detriment shall fall solely upon the perpetrator and not upon other bargaining unit employees including the aggrieved employee.

ARTICLE 04 - MANAGEMENT RIGHTS

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

4.02 The Union further **recognizes** the right of the Employer to operate and manage its business in all respects in accordance with its, commitments and responsibility. The location of the plants; the products to be manufactured; the schedules of production; the methods, processes and means of **manufacturing**; the right to decide on the number of employees needed by the Employer at any time; the right to use improved machinery and equipment; and jurisdiction **over** all operations, buildings, machinery and tools, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make, alter from time to time, and enforce reasonable rules and regulations to be observed by the employees.

4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that an employees breach of any of the plant rules or of any of the provisions of **this** agreement, shall be conclusively deemed sufficient cause for disciplinary action by the Employer.

4.04 The Employer shall not exercise its functions in a manner which is unreasonable, or inconsistent with the provisions of **this** agreement.

ARTICLE 5 - NO STRIKE OR LOCKOUT

5.01 During the life of this agreement, the Employer and the Union agree that there will be no strikes or lockouts. Strikes or lockouts will be as defined under the Ontario Labour Relations Act.

ARTICLE 6 - UNION SECURITY

6.01 The Employer agrees that all employees shall become and remain members of the Union as a condition of their employment.

6.02 The Employer shall deduct from the pay of each member of the bargaining unit, weekly, such union dues, fees and assessments as are prescribed by the Constitution of the Union.

- 6.03** The Employer shall remit the amounts so deducted prior to the fifteenth (**15th**) day of the month following, by cheque payable to the International Secretary-Treasurer, as directed by the Toronto Area Office.
- 6.04** This monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statement shall also list the names of the employees from whom no **deductions** have been made and the reasons why. The Union will supply the Employer with the necessary Dues Deduction Forms.
- 6.05** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions or payments made in accordance with this article.
- 6.06** The Employer agrees to print on the employees' **T-4** Slip the amount of Union Dues so deducted.
- 6.07** The Employer agrees to deduct from the pay of any employee such amount as may be **authorized** by him/her, and forward same with the required information to the **Cangeco** Credit Union. The Employer may limit **changes** in the amount to be deducted to once every six (**6**) months for each **employee**. The Employer also agrees to deduct from the pay of any employee such amounts as are **authorized** by him/her, and forward same with the required information to the **U.S.W.A.** District 6 Savings Fund. (This may include payments to the First Ontario Labour **Sponsored** Investment Plan.)
- 6.08** The Employer agrees to set up, maintain and **publicize** a program of payroll deductions for the purchase of Canada Savings bonds. Any employee who discontinues participation in the course of one year's program, other than because of layoff or absence through injury or illness, may not be permitted to **enroll** for the next program, at the Employer's discretion.
- 6.09** The Employer agrees to deduct, on a weekly basis, or at an interval agreed to by the Employer and the Union, the amount of one cent (**\$0.01**) per hour worked from the wages of all employees in the bargaining unit, and to remit the amount deducted, prior to the fifteenth (**15th**) of the month following, to the Humanity Fund, **c/o** the United Steelworkers of America National Office, together with information as to the amount of the payment, and the names of all employees in the bargaining unit on whose behalf such payment has been made. It is understood that participation by any bargaining unit employee in the program of deductions set forth in this article may be discontinued by the employee upon receipt by the Employer and the Local Union of the employee's written statement of desire to discontinue such **deductions**. The Employer agrees to record total deductions paid by each employee on his or her **T-4** Slip.
- 6.10** The Employer agrees that it shall not interfere with, restrain, coerce or

discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities and functions.

6.11 The Union agrees that, except as provided for in this agreement, there will be no Union activity on the premises of the Employer except by agreement with the Employer. The Union will ensure that such agreement is reached prior to the start of the union activity.

6.12 The Employer agrees to introduce all new employees to the Plant Chairperson or their Union Steward on their first day of work, either individually or as a group, during the work day. At this time, a member of management may be present.

6.13 All new employees shall be told their job classification and rate of pay at time of hire. Thereafter the Employer shall keep the union informed of any changes in the employee's employment status, job classification, and pay rate by providing the union with written **notification** of the changes in any particular month by the end of the following month.

ARTICLE 7 UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint or elect Shop Stewards in the following numbers and locations:

- | | |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plant 1 | 1 steward from maintenance to represent maintenance
1 steward from the machine shop to represent the machine shop
1 steward from 250 & 300 Fenmar to represent 250 & 300 Fenmar
1 steward from the afternoon shift to represent the afternoon shift |
| Plant 2 | 2 stewards from day shift to represent day shift in Plant 2
1 steward from afternoon shift to represent afternoon shift in Plant 2 |
| Plant 3 | 1 steward from day shift to represent day shift in Plant 3
1 steward from afternoon shift to, represent afternoon shift in Plant 3 |
| Plant 4 | 1 steward from to represent in Plant 4 |
| Shipping | 1 Steward from Shipping/Receiving to represent Shipping/Receiving |

In addition to the above mentioned eleven **(11)** stewards the union will be entitled to appoint an additional five **(5)** stewards. In the event the Employer opens a new plant the union shall be entitled to appoint one **(1)** steward for each shift, provided there are a minimum of thirty **(30) unionized** employees at the new plant.

7.02 The Employer shall be notified in **writing** by the Union of the names, location and shift of the **Union** Stewards. The Employer shall not be obliged to **recognize** Stewards until such time as written notice has been received.

7.03 When a Steward is required to leave the work station to perform such functions as are properly provided under the Collective Agreement, the Steward shall first receive permission from the Supervisor. Such **permission** shall not be unreasonably withheld. **Both** parties **recognize** that any time required in the performance of these duties **will** not be excessive.

7.04 The Employer agrees that Stewards **shall not** suffer loss of pay for time spent, during regular working hours on the premises **of** the Employer, in the handling of complaints and grievances as provided in the **collective** agreement. The Employer will make all reasonable efforts to schedule meetings so as to be completed by the end of the shift in which the meeting is held. If management requests union representatives to continue in a meeting after their regular shift **has** ended, they shall be **entitled** to overtime pay at a rate of time and one half of their regular hourly wage.

7.05 To facilitate union-management communication, the Plant **Chairperson** shall be assigned to the day shift.

7.06 The Employer agrees to supply the Plant Chairperson with a filing cabinet, desk and private telephone.

7.07 As sole owner of the union label of the United Steelworkers of America, **AFL-CIO, CLC**, the Union grants the **Employer** the privilege of using the same label on products manufactured by the Employer. It shall **at** no time be used **in a** manner detrimental to the **interests** of the **U.S.W.A.** membership, upon pain of prompt withdrawal of the privilege of its use. This label may take the form of printed copies, dyes, stencils, stamps, or other software based on a master provided free of charge by the Union. The privilege herein granted to the Employer is not transferable or assignable by the Employer without the express prior written consent of the Union. The Union shall ensure that the Union Label is available to the Employer at all times. The Union shall make every effort within its power to ensure that Employer products are installed freely and without restraint.

7.08 If an **authorized** Staff Representative of the Union wishes to talk with a Local Union **official** or steward employed by the Employer, during **working** hours, the Employer shall be advised and shall release the official or steward from work, without loss of regular pay, and permit them to confer privately on Employer premises for a reasonable period of time.

ARTICLE 8 - NEGOTIATING COMMIT-TEE

8.01 The Employer agrees to **recognize** a Negotiating Committee of not more than five **(5)** employees, one of whom shall be the Plant Chairperson, along with a representative of the International Union.

8.02 The Negotiating Committee is a separate entity from other committees, and will deal with such matters as are properly the subject matter of **negotiations**, including proposals for the renewal or modification of this agreement.

8.03 The Employer agrees to allow members of the Negotiating Committee paid time off work on each day the committee meets with members of management to negotiate a new collective agreement. It is understood **that** payment will be limited to regularly scheduled working hours of the employees involved, and will be made only to the extent that actual contract negotiations are being carried out between the Employer and the Union. The Employer shall allow the committee a maximum of one **(1)** day leave of absence with pay in order to proof read the **collective** agreement once it is ratified.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that any complaint or grievance arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this agreement shall be adjusted as quickly as possible.

9.02 It is generally understood that employees in each unit have no grievance until they have first given their immediate Supervisor an opportunity to adjust the complaint.

9.03 If, **after** registering a complaint with **the** Supervisor, it has not been settled within two **(2)** regular working days, or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked in each unit:

STEP 1 - A grievance shall be submitted in writing to the Supervisor through the Union. Grievances shall be consecutively numbered by the Union. The Supervisor shall meet with the employee's Union Steward within **two (2)** regular working days of receipt of the grievance in an attempt to resolve the grievance. The **grievor** may be present at this meeting if requested by either party. The Supervisor shall within a further two **(2)** working days answer the grievance in writing and return it to the Union.

STEP 2 - If the decision of the Supervisor is not satisfactory, the grievance may be submitted to the next higher level of management, who shall within two **(2)** regular working days, hold a meeting between the Union Plant Chairperson or Steward and a higher representative of management in a further attempt to resolve the grievance. The **grievor** may be present at this meeting if requested by either party. Management shall within a further two **(2)** regular working days give its answer in writing to the Union.

STEP 3 - If the grievance remains unsettled at the conclusion of Step Two, it may be submitted back to the Employer, which shall arrange to hold a meeting within two **(2)** regular working days, between representatives from the Union grievance committee (not to exceed three **(3)** in number, including the Plant Chairperson) and the Vice President, Human Resources or his or her designated representative(s) in a final

attempt to resolve the grievance. The **grievor** and/or the **union's** staff representative or his/her designate as selected by the Toronto **Area** Office may be present at this meeting, if requested by either party. The Employer shall within two (2) regular working days of this meeting give the **decision in writing la the union**.

9.04 If final settlement of the grievance is not completed within five (5) regular working days after deliberation has begun at Step Three, the grievance may be referred by either party to a sole arbitrator as provided in Article 11 at any time within thirty (30) days thereafter, but not later.

9.05 The Employer shall not be required to consider any grievance which is presented more than one (1) calendar month (but in the case of discipline, suspension or discharge, five (5) working days) after the **grievor first** became aware, or should have become aware, of the alleged violation of the agreement.

9.06 Any grievance which is not filed within **the time** specified in this agreement, or which is not processed through to the next step **of** the grievance procedure, or which is not referred to **arbitration** within the time specified above, shall be deemed to have been abandoned by the party initiating the grievance, **and** therefore can no longer be processed through the grievance procedure or carried through to arbitration.

9.07 The Union or the Employer shall have **the right** to initiate a policy grievance, regarding an alleged **violation** of the collective agreement, beginning at Step Two of the Grievance Procedure, and all **provisions** of the grievance and arbitration procedures shall apply to such grievances.

9.08 The time allowances provided in this article may be extended by mutual agreement between both parties in writing. If the time allowance, or any extension thereof, is not observed by the party in alleged violation of the agreement, the grievance will be considered as advanced to the next step of this procedure, including arbitration.

9.09 When two or more employees wish to file **a** complaint arising from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the Employer **beginning** at Step Two of the grievance procedure. One representative **grievor** may be present at grievance meetings.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by a discharged or suspended employee, who has completed the probationary period, that the discharge or suspension was without just cause, shall be a proper subject of a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee receives written notice of the discharge or suspension. Such special grievance may be settled by:

- a) confirming the management's action to discharge or suspend the employee:

or

- b) reinstating the employee with full seniority and compensation for lost wages and benefits; or
- c) any other arrangement which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

10.02 The Employer shall be disqualified from using all voided warnings and suspensions in the grievance procedure or arbitration procedure **after twelve (12) months**. Copies of written warnings, suspensions and terminations will be provided to the Plant Chairperson.

10.03 An employee who has completed the probationary period and who has been terminated shall have the right to see a steward for a reasonable period of time before leaving the premises, provided a steward is at work at the time of the dismissal. If such an employee is terminated while not at work, he or she shall be allowed to meet with a steward for a reasonable amount of time on the Employer premises at a time arranged by the Employer during working hours. The purpose of the meeting will be to establish information, and to determine whether a grievance will be filed. It is understood that failure by the Employer to fulfill this requirement shall not thereby render the dismissal null and void nor **penalize** the Employer in any manner.

10.04 The Employer agrees to the concept of progressive discipline through a series of warnings. It is understood that the Employer will use such disciplinary action as is warranted by the severity of the action instigating the discipline. All final warnings shall be so indicated and a clear Indication shall be given as to the nature of further disciplinary action. Demotion and plant transfer shall not be used as a form of discipline. Recorded verbal warnings on file **shall** not be used to determine or influence job awards under the job posting and **upgrading** procedures outlined in Article **13** below.

10.05 Employees shall be allowed access to their personnel files, provided that they have permission from their supervisor to visit the Human Resources office and have made an appointment to view the file.

ARTICLE 11 - ARBITRATION

11.01 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a sole arbitrator.

11.02 When either party requests that a grievance be submitted to arbitration, such request shall be addressed to the other party to the agreement within the time limits identified in Article **9.05**. Within ten **(10)** working days thereafter, the parties shall meet to select at random three **(3)** of the below listed arbitrators. Based on the order selected, the arbitrator shall be approached to see if the grievance can be heard within sixty **(60)** working days after the grievance has been referred to the arbitrator. **If** not, the

second arbitrator shall be approached on the same basis. If the second arbitrator is unable to do so, the third arbitrator shall be approached.

The arbitrators are as follows:

Brian Keller	Gail Brent
Robert Joyce	William Kaplan
Stanley M. Beck	Professor Wesley B. Rainer

11.03 Except where otherwise provided for in **this** agreement, each of the parties hereto will bear its own expense with respect to **the** arbitration proceedings. The parties hereto will jointly bear the expenses of the arbitrator on an equal basis. In the event that both parties agree to use the services of an **independent** grievance mediator prior to the arbitration stage, the cost of such mediation shall be borne equally.

11.04 The arbitrator shall not be **authorized**, nor shall the arbitrator assume authority to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.05 The decision of the arbitrator shall be final and binding on the parties; unless the arbitrator has erred in law.

11.06 No matter may be submitted to **arbitration which** has not first been properly carried through all preceding steps of the grievance procedure.

11.07 No person shall be selected as sole arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

11.08 The parties agree for the purposes of this collective agreement, that the Employer is not involved in the construction industry and does not fall within the description offered in the Ontario Labour Relations Act nor shall it be subject to arbitration under the construction industry sections of said Act.

ARTICLE 12 -SENIORITY

12.01 An employee will be considered probationary for the first forty-five (**45**) days worked (which include days worked on Saturdays, Sundays, or holidays under Article **23.01**) and will have no seniority rights during that period. After forty-five (**45**) days worked, the employee's seniority shall date back to the day on which the employee's employment began. Termination of an employee during the probationary period shall not be subject to the grievance procedure.

Clarity note: Provided the employee works any hours on any given shift, such **shift** shall be counted towards the completion of the **45** day probationary period mentioned above.

12.02 The parties **recognize** that job opportunity and security shall increase in

proportion to length of service. It is therefore agreed in all cases of permanent vacancy, promotion, transfers between classifications, **layoff** and recall after layoff, senior employees shall be entitled to preference **subject** to the provisions of **13.01** and **15.01** herein.

12.03 Subject to Article **12.05**, seniority shall be maintained and accumulated and employment shall be maintained during an absence due to lay-off, sickness or accident; or an **authorized** leave of absence. Seniority rights of an employee shall cease and employment shall be terminated for any of the following reasons:

- a) if the employee voluntarily quits employment.
- b) if the employee **is** discharged and such discharge is not reversed by the grievance procedure.
- c) if the employee is absent from work without permission for three **(3)** consecutive working days or more without furnishing an explanation reasonable to the Employer.
- d) if a laid off employee fails to return to work after recall within **five** working days after notice to the employee requiring the employee to return to work. The procedure for delivering notice shall be by telephone call to the employee's home number on the records of **the Employer**; followed by written communication to the employee at the employee's address on the records of the Employer; supported by a receipt requiring a signature. Notice shall be deemed to have been given on the business day following the date on which the written communication was sent. A copy of such written notice will also be given to the Plant Chairperson. It shall be the sole responsibility of the individual employee to keep the Employer informed of their correct address and telephone number at all times, and the Employer only assumes the responsibility of contacting employees at their last address on record.
- e) if the employee is laid off or absent for a period of twenty-four **(24)** consecutive months, unless contrary to the Ontario Human Rights Code.
- f) if an employee accepts gainful employment while absent or on a leave of absence

12.05 An employee shall accumulate seniority and maintain employment under any of the following conditions:

- a) while at work for the Employer after completion of the probationary period set out in **12.01** above.
- b) during any period when the employee is prevented from performing work for the Employer by reason of injury arising out of and in the course of

employment for the Employer **and for** which the employee is receiving compensation under the provisions of the Workplace Safety **Insurance** Board.

- c) during the first twenty-four **(24)** months of any absence due to illness, accident, layoff or written leave of **absence**.

12.06 Employees promoted to supervisory or other positions which disqualify them from being subject to this agreement, shall accumulate seniority for a period of three **(3)** months following such promotion. Should such employees decide to return to the **bargaining** unit, or be returned there by the Employer, during this three **(3)** month period, they shall be returned to the job **classification** and department to **which** they were assigned immediately prior to their transfer. No employee under this article may return to the bargaining unit once the three **(3)** month period has expired, other than as a new employee.

12.07 "Seniority" as referred to in this agreement, shall mean length of continuous service in the employ of the Employer.

12.08 An up-to-date seniority list shall be **posted** by the Employer on or about June **30th** and December **31st** of each year. Such list will contain the employee's name, payroll number, **classification, seniority** date and wage rate. A **copy will** be mailed to the Toronto area office of the Union. The Employer' will supply the Union with the addresses of all employees covered by **this agreement when** requested by the union. The Employer **will** supply the Plant **Chairperson** with an updated seniority list upon request.

12.09 In the event of a layoff the Plant Chairperson and Shop Stewards shall be retained by the Employer, without regard to **seniority** within the plant or department that they were elected to represent, so long as **work is** available, which they have the skill, competence and efficiency to perform.

ARTICLE 13 - JOB POSTING AND PROMOTIONS

13.01 The parties **recognize** that job opportunity and seniority shall increase in proportion to length of service. It is therefore agreed that in all cases in filling job vacancies and promotional opportunities, senior employees shall be entitled to preference.

13.02 All new jobs and all vacancies within the bargaining unit shall be posted in the plants for three **(3)** working days, and employees in the bargaining unit may make application, to Human Resources.

13.03 In all cases of filling job vacancies the following factors shall be considered:

- a) seniority as defined in this Agreement:

- b) skills and ability to meet the normal requirements of the classification.

Where the factors listed in (b) are relatively equal, (a) shall govern. In the event that the Employer desires to fill a vacant position and there are no employees in the bargaining unit who are fully qualified to perform the work in question, the Employer shall meet with the Plant Chairperson to discuss the matter. After this discussion with the Plant Chairperson, the Employer shall then decide whether it will **re-post** the position as a training opportunity or hire from the outside.

13.04 Classification changes may be subject to a trial and orientation period. During the trial and orientation period, the employee shall demonstrate skills competency to meet the production requirements. If the employee **fails** to demonstrate skills competency sufficient to meet the production requirements, he or she shall be returned at any time during the trial and orientation period to the employee's original classification.

13.05 Should an employee be returned to the original classification during the trial and orientation period, any promotion which occurred as a result of the employee's promotion shall be reversed, and all affected employees returned to their original classifications, notwithstanding other seniority provisions of this agreement.

13.06 An employee selected for a job award will not be eligible for promotion to another job for a period of one (1) year from the date of accepting the original promotion.

13.07 The Employer will post the name of the successful applicant. If the posted position is cancelled or there are no qualified applicants for the job posting, the Employer will post a notice indicating this.

13.08 For the purpose of promoting employees to a higher classification, the Employer agrees to **recognize** the right of the Union to appoint a Union Review Committee consisting of the Plant Chairperson and three other union representatives. The Employer further agrees to meet with the Union Review Committee in June and December of each year, for reviewing all applications submitted on the appropriate form to the Human Resources department by the **employees** for the purpose of upward classification. The number of upward classification changes shall be dependent upon the Employer's requirements at the time of the review. Applications for upgrade shall be considered using the criteria established in **13.03** above and shall be subject to the following:

- a) All classification upgrade **requests** must be submitted to the Human Resources department on the appropriate form, no earlier than April **15** and no later than May 1 of each year for the June review; and no earlier than October **15** and no later than November 1 of each year, for the December review.

~~in the event that the Employer's requirements exclude~~ an employee whose records have been reviewed and who has been determined to be eligible for promotion, that employee will be given preference for the next available opening in the **classification** to which they have applied.

ARTICLE 14 – TRANSFERS

14.01 If an employee is or has been **transferred** to a position outside of the bargaining unit as defined herein, said employee shall **retain** his seniority and continue to accumulate seniority for a period of three **(3)** months; if during this three **(3)** month period, the employee is transferred back to the bargaining unit, the said employee shall retain all accumulated seniority.

14.02 If an employee **is** temporarily transferred to another job classification for one **(1)** full shift or more during the absence of another employee, he or she shall receive the job rate for any additional days worked while continuing in the job, or he or she shall receive his or her regular rate, whichever is greater.

14.03 Temporary transfers created for **reasons other** than illness, accident, vacation or leave of absence shall be limited to a **maximum of thirty (30)** working days, after which they shall be posted. On a monthly basis, a list of all temporary transfers where an employee receives a higher rate of pay in the previous month shall be given to the Plant Chairperson.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURE

15.01 In all cases of layoff or recall from layoff, **the** following factors shall be considered:

- a) seniority as defined in this Agreement;
- b) skills and ability;

Where the factors listed in **(b)** are relatively equal, factor (a) shall govern.

15.02 In the event of a lay-off due to lack of work, the Employer shall give a minimum of **eight (8)** regular working hours notice. This provision shall not apply in the case of a strike, failure of utilities, fire or natural disasters.

15.03 The Employer and the Union agree that due to production in the plants, the work toad will fluctuate in different departments at different times. Therefore, it is agreed that layoffs and recalls will be affected by this fluctuation.

15.04 Where it becomes necessary for the Employer to reduce its workforce, the following steps shall occur:

- a) The Plant Chairperson shall be informed prior to any layoff. The Plant Chairperson shall be given a copy of lay-off and recall notices, and an up-

to-date seniority list.

- b) All probationary employees and students shall be terminated prior to the layoff of any employees who have attained seniority.
- c) An employee exempted from layoff because of the classification he or she holds shall not subsequently perform the work of a classification from which employees with more seniority have been laid off.
- d) A displaced employee may ~~exercise~~ plant wide seniority and bump any employee with less seniority in ~~an~~ equal or lower paying job classification that the employee is capable of performing, without training. In judging whether an employee has the ~~present~~ ability to perform the work, the employee will be entitled to ~~receive~~ the same ~~familiarization~~ with the work as a new employee would ~~receive~~ up to four hours. ~~Familiarization~~ does not mean training but merely exposing the employee to the requirements of the job classification.
- e) An employee is allowed only ~~one~~ bump, unless subsequently displaced by another bump. An employee ~~electing~~ to bump shall receive the rate of pay for the classification bumped ~~into~~ on the date that the employee is actually moved into the classification.
- f) An employee who has been declared surplus shall have the right to consult with a Union Steward prior to any decision to bump. Notification of exercise of bumping rights shall be in writing to the Employer on the appropriate form, as promptly ~~as possible~~, but in any case within one working day. An employee who ~~is~~ bumped may, in turn, bump another employee with less seniority.
- g) An employee who has bumped into a lower-paying job classification shall have the first opportunity to return to the job classification from which he or she was originally laid off or bumped when a vacancy occurs within that classification, and also first opportunity for any temporary transfer in that classification.
- h) Recall of laid off employees shall be in accordance with **15.01** above. An employee shall be offered recall to the first vacant job ~~which~~ the employee is qualified to perform. Recall to ~~a~~ lower-paying classification may be refused without loss of seniority rights; however, the Employer shall not subsequently recall that employee to any classification that he/she earlier declined recall to.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer shall grant an employee a reasonable leave of absence without pay for a legitimate personal reason, provided that such leave does not interfere with the operation of the plant, except in a **legitimate** verifiable emergency situation when a reasonable leave shall be granted. The employees agree that they will not exercise an **emergency leave in a** unreasonable manner. It is understood that where the employee requires an extension to the leave of absence for a legitimate reason, an application for extension should be made by contacting the Human Resources department.

16.02 An employee requesting a leave of absence shall make such request in writing on the appropriate form. The Vice President, Wood Manufacturing or his designee shall signify granting or denial of the leave in writing on the form and shall return a copy to the employee within one week of the date of application.

16.03 Employees who have been elected or appointed by the Union to attend union convention, conferences, or other union business shall be granted a leave of absence without pay by the Employer up to a combined total of sixty **(60)** days per year for the designated group; provided that such leave does not interfere with the production requirements as determined by the Employer. The Union will notify the Employer in writing as far in advance as possible of the names of the members requiring leave. No more than ten **(10)** employees will normally be involved in each request. Seniority will accumulate during this period.

16.04 The Employer agrees to continue the pay of any employee absent from work on Union business, and the Union shall reimburse the Employer for such wage payment, upon receipt of the monthly statement. Such leave of absence shall be **authorized**, in advance, and in writing, by the Union and a copy given to Human Resources.

16.05 The Employer will grant leaves of absence with pay up to a combined total of fifteen **(15)** days per contract year for **employees** who upon written request of the union attend union classes and training programs approved by the Employer.

16.06 The Employer agrees to grant to an employee a leave of absence without pay and benefits for a period up to one **(1)** years to work in an official capacity for the Union, provided such request is made by an **authorized** representative of the International Union. The employee will be entitled to all benefits with the exception of weekly indemnity provided that the employee pays the premiums as they become due.

16.07 Female employees shall be granted leave of absences for pregnancy. Such leave shall commence at the employee's discretion, but no earlier than eleven **(11)** weeks before the expected birth date, and it shall end at the employee's discretion (subject to medical clearance) no more than seventeen **(17)** weeks after It began. The employee shall give the Employer two weeks written notice prior to beginning a leave of absence for pregnancy and a certificate from a **licensed** medical practitioner stating the expected birth date.

16.08 The Employer shall grant a leave of absence without pay for **18** weeks or less (at

the discretion of the employee) for the purposes of Parental leave following the **birth or** adoption of a child (children). The employee must provide the Employer with documented proof of the birth or adoption, two weeks notice in writing of the date of the leave and if the leave will be less than **18** weeks in duration, four weeks notice of the return to work. The only exception to this would be if an adopted child came into custody sooner than expected and then the two weeks written notice may be waived. If the employee wishes to alter the date of the **leave** or the return to work, the same periods of written notice will be required.

16.09 Parental leave is subject to the following conditions:

- a) An employee must have been employed with the Employer for no less than **13** weeks in order to qualify for this leave.
- b) Parental leave may begin not more than **35** weeks after the day the child (children) is born or adopted or comes into the custody, care and control of the parent. If the employee has taken pregnancy leave it must begin immediately **following** this leave, provided that in the case of following a pregnancy leave, the child (children) has come into the custody, care and control of the parent.
- c) During the leave, the employee will continue to participate in all benefits related to their employment unless they elect in writing not to do so.
- d) Seniority continues to accrue during this leave and the Employer shall reinstate the employee when the leave ends to the position most recently held if the position still exists, or to a comparable one if it does not, under the guidelines of seniority as outlined **in Article 12** of this agreement. The wages will be the same as the employee would have been earning if they had worked throughout the leave.
- e) The Employer shall not Intimidate, **discipline**, suspend, layoff, dismiss or impose penalty on any employee because of the employee's request to take this leave.

16.10 The Employer agrees to provide one day leave of absence without pay to employees who wish to apply for and take **the Canadian** citizenship test.

ARTICLE 17 - BULLETIN BOARD

17.01 The Employer agrees to provide the Union with a Bulletin Board in each plant, in an area accessible to employees, for the purpose of posting meeting notices and official Union information. All materials posted shall be initialed and approved by the Plant Chairperson and management.

ARTICLE 18 - REPORTING ALLOWANCE AND CALL IN PAY

18.01 Employees reporting for work as usual on a regular working day, unless notified by the previous day not to report, and for whom **no** work at the employee's regular job is available, shall be offered four **(4)** hours employment in other work at the employee's current rate of wages, or, at the Employer's option, will be paid four **(4)** hours pay in lieu of work. This provision shall not apply if the **failure** to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, **fire**, flood, power failure, or other like cause beyond the control of the Employer.

18.02 Any employee who has completed the employee's regular **shift** and leaves the plant and then is recalled to work, shall receive a minimum of four **(4)** hours of pay at the employee's regular straight time rate.

ARTICLE 19 - OUTSIDE ASSIGNMENTS

19.01 If any employee, in an emergency situation (not related to a work stoppage) is required to work in another location not covered by this collective agreement, the Union shall be notified and the employee has the right to refuse this outside assignment. If the assignment is accepted, all terms and **conditions** of this agreement shall apply.

19.02 The Employer is entitled to assign employees covered by this agreement to install on a job site, any material upon which preparatory work has been performed at the Employer's plants. Where such installation is made within the geographical area covered by this agreement or where it is outside, that geographical area, installer employees shall be paid at one and one half times their **regular** hourly rate for all hours worked.

19.03 Employees required to perform work for the Employer outside of the Metropolitan Toronto area shall have all **transportation** and reasonable living expenses incurred paid by the Employer. This shall be limited to forty **(40)** dollars per day meal and living allowance, plus the actual cost of room accommodation and transportation approved by the Employer.

19.04 The Employer agrees to pay (at straight **time** rates) for all actual time spent on any day in **traveling** to and from any job outside of the Metropolitan Toronto area. This **traveling** time pay shall not exceed eight **(8)** hours in any twenty-four **(24)** hour period. If the job is at a distance of two hundred and fifty **(250)** or more miles from Toronto City Hall, and is of a duration of one or more months, the employee shall be entitled to return home once per month, and shall be paid for the travel costs as outlined above.

19.05 Whenever employees are requested to use their personal automobile for transport on Employer business, they shall be reimbursed at the rate of twenty four **(24)** cents per kilometer.

ARTICLE 20 - INCAPACITATED EMPLOYEES

20.01 In the event that an employee is injured in the performance of work-associated duties, such employee shall, to the extent that he or she is required to stop work and receive treatment, be paid for all necessary lost time away from work on the day that the injury occurred, up to a maximum of the remainder of the regular shift. If it is necessary, the Employer will provide or arrange for suitable transportation for the employee to the hospital and back to the plant, or to the employee's home, at the Employer's option.

20.02 Employees absent on Weekly Indemnity or Workers' Compensation shall supply the Employer with a written certificate of incapacity from their treating physician within three (3) days of their initial absence, but shall inform the Employer, Nurse or Human Resources department by telephone on the first day of the absence. If this information is not promptly forthcoming, the Employer shall send a registered letter to the employee's address on record stating that failure to provide such information within three days of the letter's receipt will entail immediate disciplinary action.

20.03 In the event that an employee is injured in the performance of work duties; or becomes affected by an occupational disease during the course of employment, and becomes physically incapacitated as a result thereof, or in the event that an employee suffers from a physical disability that is not work related, the Employer will attempt to provide the incapacitated employee with such suitable employment as is available. It is understood that in order to benefit from this clause, an employee whose incapacity is not work related shall be solely responsible for providing the Employer with full medical information (including a prognosis, a diagnosis, and an expected date of return) pertaining to the incapacity from the treating physician.

20.04 The Employer and the Union agree to participate in a Joint Accommodation Committee for the purpose of studying all opportunities for modifying existing jobs or supplying light duties to employees in order to assist them in returning to work from illness or injury. The committee shall comprise two (2) members from the Union and two (2) members from the Employer, and shall work with and receive advice from the Employer's medical staff. The committee shall be empowered to examine, develop, implement and monitor the Modified Work Program. The time away from work for Joint Accommodation Committee representatives shall be regulated in the same way as that for Union Stewards, per Articles 7.03 and 7.04 above. Note this provision is effective December 8, 1999.

20.05 Accommodation shall be guided by the following principles:

- a) The committee shall first seek ways of modifying the employee's existing job to accommodate the employee's disability.
- b) If the joint committee agrees that it is physically or technically impossible to modify the employee's job, or financially prohibitive, the employee shall be

ordered an **alternative** job or modified alternative job within the bargaining unit considered suitable by the committee, wherever possible.

- c) If the joint committee agrees that reduced hours of work are in the best interest of the employee, the Employer shall accommodate this wherever **possible** and **provide** a letter to the **employee**, with a **copy** to the Joint **Committee**, **outlining** the return to work **guidelines**. **Wage replacement** benefits for the time not worked may **be** paid by **the WSIB**, the Employer' s insurance carrier, or the Employer itself (or a combination thereof).

20.06 An incapacitated employee, if otherwise eligible under **the** collective agreement, shall be given the opportunity to apply for and fill any posted job vacancy, provided that medical restrictions allow the employee to **perform** all the essential duties of the job during a regular shift. However, the layoff and recall provisions of **the** collective agreement shall apply in the same manner as **if the** person had not been incapacitated.

20.07 An employee's reinstatement after sick leave shall be conditional on the employee supplying to the Employer Medical **Staff**, a certificate from a physician that the employee has sufficiently recovered from the sickness that caused the absence to perform the work available.

20.08 The Employer shall inform any employee if it is challenging his or her **WSIB** claim.

20.09 The Employer shall pay reasonable and customary expenses for any medical report that the Employer specifically requests the employee to obtain but not for medical reports required by the Insurance Carrier or for other provisions of this agreement. The cost of any medical report, which an employee has been required or specifically asked to obtain by the Employer, shall be reimbursed or entirely paid by the Employer. Note this provision is effective on ratification.

ARTICLE 21 -JURY DUTY

21.01 Any employee who is required to serve on a jury or who is subpoenaed as a Crown Witness to appear in court, shall be paid the difference between the amount paid to the employee for such services and the employee's current hourly rate for the time lost from regularly scheduled work by reason of such service to the following provisions:

- a) employees must notify their supervisor one week prior to the scheduled appearance for jury duty or Crown **Witness** duty.
- b) any employee called for jury duty or Crown Witness duty and who is temporarily excused from attendance at court must report to work if a period of time remains to be worked on the employee's shift.

c) In order to be eligible for such payments, an employee must furnish a written statement from the appropriate public **official** showing the date and the time worked and the amount of pay received.

d) Coroner's Inquest only with regard to an accident in the plant.

ARTICLE 22 - SAFETY AND HEALTH

22.01 The Employer and Union acknowledge their common concern for maintaining a healthy and safe working environment. In order to effect a thoroughly understood and accepted Health and Safety Program for **employees** at work, it is agreed that joint and creative methods should be encouraged. To ~~th~~ **it** end, a Joint Health and Safety **Committee** will be established, consisting of at least three **(3)** members elected or appointed by the Union and at least three **(3)** members appointed by the Employer. The Employer and the Union will each designate one member as co-Chairperson of the Committee.

22.02 The Employer will continue to make rules and provisions for the Health and Safety of its employees and will continue its existing safety devices and practices for the purpose of protecting employees from injury, accident and unhealthy conditions, subject to such improvements or changes as may be introduced by the Employer from time to time. The Union agrees to cooperate with the Employer's efforts to ensure compliance. Any changes in Health and Safety programs or the Personal Protective Equipment programs will be discussed with the Joint Health and Safety Committee.

22.03 The Employer and the **Union** agree to cooperate fully in developing and maintaining a strong sense of safety awareness among employees. In this connection, it is **recognized** that every employee has the right and the duty to report unsafe conditions and practices to the immediate supervisor without prejudice and/or fear of reprisal.

22.04 The Joint Health and Safety Committee will:

- a) Schedule a regular monthly meeting for the purposes of reviewing the ongoing Health and Safety Program of the Employer, exchanging and discussing health and safety informal/on, and considering specific health and safety problems within the **Employer**. ~~The~~ Committee may make recommendations to the Employer concerning matters discussed.
- b) Designate one member selected by and from the Union, and one member selected by and from the Employer, to form an inspection team. This inspection team will conduct a **monthly** safety inspection at a mutually agreed time. As far as is **practical**, the monthly safety inspection will immediately precede the monthly committee meeting. The findings and recommendations of **the** inspection team will be reported at the meeting.

- c) Designate one member selected by the Union to accompany a Ministry of Labour official (subject to that official's consent) during an **official** inspection **tour**, without **loss** of pay. Should **any**, or all of the present responsibilities of the **Ministry** of Labour be transferred to another agency, then the representative of such agency will be **recognized**.
- d) Designate one member elected by and from the Union at each plant location and one member from the **Employer** to form an accident investigation team at that particular plant location. They **will** investigate, promptly, **all** critical injuries which are being reported.
- e) Consider and exchange published **material** pertaining to potentially hazardous materials and substances.
- f) **Review** and discuss the performance of and changes in the Health and Safety Program and **its** personal **protective** equipment programs and make recommendations concerning such matters to the Employer. When mutually agreeable, for the purpose of clearing up misunderstandings, inspection trips will be arranged to view the operation or area under discussion.
- g) Review and monitor the first aid training records, to ensure adequate coverage in each Employer location and on each shift.

22.05 The Employer will use its best efforts to provide minutes of the Joint Health and Safety Committee meetings to all its members within five **(5)** regular working days following such meetings. At following meetings, discussion of the minutes will normally be the first order of business.

22.06 The Employer will provide the Committee once a month with a summary of injuries in the previous month, together with **copies** of **WSIB** Form **7's**, for review and discussion by the Committee. The Employer will also provide a list of employees who the Employer is aware have applied for Workplace Safety Insurance Board Benefits for occupational illness or disease, indicating which claims the Employer has questioned.

22.07 All employees are required to wear safety shoes, and, upon completion of their probationary period, the Employer will reimburse up to eighty five dollars **(\$85)** per contract year towards the purchase of safety shoes effective December **8, 1999**. **Effective** December **08, 2000** the amount reimbursed will change from **\$85.00** to **\$90.00**. **Effective** December **08, 2001** the amount reimbursed will change from **\$90.00** to **\$95.00**. The employee will be required to submit a receipt indicating that safety shoes were purchased.

22.08 The Employer will provide those employees who wear prescription glasses with prescription safety glasses not more often than once every two years. These **will** be of a standard determined by the Employer, and from **a** supplier designated by the Employer. Employees who prefer to purchase prescription safety glasses from an independent

supplier will be reimbursed up to ninety dollars **(\$90)** single vision or one hundred and fifteen dollars **(\$115)** bifocal once every two years. A receipt shall be submitted to the Employer showing that **CSA** approved safety **glasses** of a standard approved by the Employer were purchased. In order for an employee to claim for repair or replacement of prescription safety glasses due to breakage or serious scratching, the employee must file an accident report and provide the damaged pair of glasses to the Human Resources **Office**.

22.09 The Employer shall furnish such other protective devices, safety apparel and equipment as the Employer determines necessary to protect employees from injury due to accident or health hazard. Initial and replacement issuances will be made at no cost to the employee, when such replacements are necessary because of normal wear and tear and the worn or broken item is returned to the Employer. Reasonable provisions shall be made by the Employer for the cleaning and maintenance of such protective devices, safety apparel and equipment.

22.10 Newly hired employees shall be trained **and** instructed on all health and safety matters relating to the job and their responsibility to themselves, their fellow employees and to the Employer.

22.11 The Employer and the Union agree that they are bound by the Occupational Health and Safety Act of Ontario and its successors. The parties agree that **should** the work refusal process be deleted from legislation, **the parties** shall continue to use the process in effect at the time of ratification, as set out in the Occupational Health and Safety Act, for the life of **this** agreement.

ARTICLE 23 -- HOLIDAYS

23.01 The following shall be **recognized** as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by eight **(8)** hours.

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

23.02 If any of the above holidays fall on a Saturday, the preceding Friday will be the **recognized** holiday; and if any of these holidays falls on a Sunday, the following Monday will be the **recognized** holiday, or, in either case, an alternate day to **recognize** the holiday may be mutually agreed between management and the Union.

23.03 As well as the nine **(9)** holidays listed above, three **(3)** additional holidays will be

granted and observed during the period of the week before Christmas Day through the week following New Year's Day.

23.04 In order to qualify for holiday pay, the employee must work his/her last full scheduled shift immediately **preceeding** and his/her first full scheduled shift immediately following the holiday. However, an employee shall not lose his/her holiday pay if **s/he** is absent on either or both **qualifying** days **because** of illness or injury which is verified by a certificate signed by a duly **recognized** medical Doctor or because s/he is absent with the **specific** written permission of the Employer, provided s/he has been at work within three **(3)** days of the holiday, either before or after such holiday.

23.05 In the event one or more of the **paid** holidays occurs during the employee's vacation, s/he shall be paid for the holiday(s) in addition to his/her vacation with pay, provided s/he works his/her last scheduled shift before and his/her first scheduled shift after such vacation time off.

23.06 If and when enacted, **Heritage** Day will be **recognized** as the thirteen **(13th)** holiday, and will be subject to all of the foregoing conditions.

23.07 If any employee works on any of the **said** holidays, he or she shall be paid for all hours worked on the holiday at one **and one half (1 1/2)** times his or her regular straight time hourly rate of pay in addition to his or her holiday pay as herein provided for.

23.08 Notwithstanding **23.05** above, any **employee** who is laid off after December **15** in the current year shall receive the six **(6)** **paid holidays** for the subsequent Christmas/New Year period. Note this provision **is** effective December **8, 1999**.

ARTICLE 24 – VACATIONS

24.01 An employee who, on the **1st** day of July in each year has:

- a) One **(1)** or more years service shall **receive** two **(2)** weeks vacation with pay of **4%** of gross earnings.
- b) Five **(5)** or more years of service shall receive three **(3)** weeks vacation with pay of **6%** of gross earnings.
- c) Ten **(10)** or more years of service shall receive four **(4)** weeks vacation with pay of **8%** of gross earnings, effective July 1, **2000**.
- d) **Eighteen (18)** or more years of **service** shall receive **five (5)** weeks vacation with pay of **10%** of gross earnings effective July 1, **2001**.

24.02 It is agreed by the parties hereto that an employee's length of service shall be determined from the employee's commencement date of employment with the Employer.

24.03 **Vacation** will be taken at a time **mutually satisfactory** to the employee and the Employer, it being understood that vacation periods of more than two **(2)** consecutive weeks shall be granted only where the employee has made his or her request in writing with one **(1)** month advance notice. All vacation applications shall be replied to in writing

within ten **(10)** working days.

24.04 The Employer agrees to pay the vacation pay in the third week of July in each year. Should the employee apply for vacation prior to this date, he or she will receive his or her vacation pay provided that he or she has applied for the vacation pay on the appropriate form three weeks prior to the **date of** departure on vacation.

ARTICLE 25 -WAGES, JOBS DESCRIPTIONS AND NEW CLASSIFICATIONS

25.01 Employees shall be classified and paid in accordance with Schedule A.

25.02 All employees shall be paid weekly by cheque on Thursday. The pay week **runs** from Monday to Sunday prior to the pay day. Effective June **01, 1997**, all employees shall be paid by direct deposit on Thursday of each week.

25.03 The Employer and the Union in each unit shall participate in a Joint Job Description Committee consisting of two **(2)** members of management and two **(2)** members from the Union, one of whom shall be the Plant Chairperson, for the purpose of drawing up and reviewing all job descriptions for the classifications listed in Schedule 'A' and any new job descriptions required. Job descriptions shall be reviewed annually, if necessary, to ensure accuracy.

25.04 Whenever the Employer plans to introduce a new type of equipment or process into the workplace, it shall meet with the Job Description Committee to discuss whether a new job classification is required. Should any new job classifications be planned by the Employer within the bargaining unit **during the** life of the agreement, it shall notify the Joint Job Description Committee of the new job **classification**, provide a draft job description, and suggest a recommended wage rate for this classification. Within a period of five **(5)** days, a meeting of the Joint Job Description Committee shall take place, at **which** the proposed job description and wage rate will be discussed. It is understood that the **finalized** content of the job description may or may not reflect the recommendations of this Committee. The trial and orientation period shall be mutually agreed by both parties.

25.05

- a) If the Employer and the Union are unable to agree on the wage rate for a new job classification, a temporary rate **shall** be assigned by the Employer and the disputed wage rate may be treated as a union grievance at Step Three of the Grievance Procedure.
- b) If the rate is not grieved within thirty **(30)** working days, the **temporary** rate shall become the established job rate. The Union may request an extension of this time limit, if equipment associated with the new classification experiences production difficulties, and the Employer shall grant such extension until the production equipment is working properly.

, if the new job classification is determined to be a new job, the arbitrator shall have the right to establish the new wage rate only by comparing the new job classification and description with existing wage rates and descriptions of the other job classifications established in the Agreement.

- d) It is understood that the new wage rate will be paid retroactive to the date an employee was transferred to the duties of the new job classification; however, the parties agree that every effort shall be made to complete this process prior to the posting of the job and the beginning of production.

25.06 The parties to this agreement **recognize** that changes in equipment, and in production methods and processes of operation; are desirable in improving the quality of the product and the competitiveness of the Employer, and shall therefore be encouraged. It is also **recognized** that **technological** changes of this type can have a significant impact on employees. Accordingly, **in any** instance where the Employer plans to introduce new equipment or layout(s) to gain efficiencies or reduce costs, the following process shall occur:

- a) As soon as possible after a decision has been made to introduce technological change, the Employer will communicate the change to the Job Description Committee and explain the role of the new equipment or modifications to existing equipment and layout(s) and the possible impact on employment levels and/or job **classifications**. As soon as possible, the Employer will provide an interim job description(s) and follow the procedure outlined in Article **25.04** above.
- b) Wherever practical, the Employer shall first choose active employees for training on the new or modified equipment.
- c) Employees will be selected by the job posting method outlined in Article **13** above, with the understanding that they will be required to have an initial basic set of skills and abilities which will be improved and enhanced through the training process.

25.07 If a reduction in employment levels is **anticipated**, the Employer and the Union shall immediately form a task force comprised of three **(3)** members from management (including a minimum of one **(1)** from the Human Resources department plus the Vice President, Wood Manufacturing) and three **(3)** members from the union (which may include the Plant Chairperson, and/or Union Staff **Representative**; at the union's discretion). The task force shall be empowered to:

- a) determine if the affected employees can be absorbed elsewhere in the **organization**.
- b) determine if retraining is required and if there are government programs which can be used for this purpose.

c) determine if job search coaching **and preparation is required and can be** provided by the Employer or the union.

d) present a final report containing the **task** force's recommendations to the Employer.

25.08 The Employer agrees to act upon the **task** force's recommendations, where reasonable and practicable, in order to **minimize** the effects on employees whose employment is adversely affected by the **technological** change.

25.09 Lead Hands, who may be appointed at the discretion of the Employer, shall be paid one dollar and twenty five cents **(\$1.25) per** hour more than the highest classification in the department of which the **employee** leads while leading. Notice will **be** given of openings for lead-hands in a **manner** similar to job postings, but this notice shall not derogate from the Employer's right to **appoint** lead-hands in its sole discretion. It is further understood a Lead Hand does not **have** the authority to hire, fire or discipline.

25.10 The Employer and the Union agree to **recognize the** special Red Circle rates accorded in the past to certain employees, for **a** long as they continue to hold the classification for which the Red Circle was **granted**. The names and rates of these employees shall be given to the Plant **Chairperson**. The Red **Circle** premium shall disappear (wholly or partially) when the **employee** is promoted **to** a higher classification, or when a job description establishes a new **higher** classification. No additional employees shall receive red circle rates, nor shall an agreed rate be changed, during the life of this **Agreement**. Note this provision **is** effective December **8, 1999**.

ARTICLE **26** - HOURS OF WORK AND OVERTIME

26.01 The basic work week is made up of **five (5)** days, Monday through Friday.

26.02 The basic work day is eight **(8)** hours, broken only by the established coffee break periods and lunch period.

26.03 The starting time for the day shift shall be established as **7:00** a.m., **7:30** a.m., or **8:00** a.m.

26.04 The starting time of the second **shift shall be** established as **3:30** p.m., **4:00** p.m., or **4:30** p.m.

26.05 The starting time of the third shift **shall be** established as **12:00** a.m., **12:30** a.m., or **1:00** a.m.

26.06 The unpaid lunch period shall be thirty **(30)** minutes during the fourth and fifth

hours of each shift.

26.07 The coffee break period shall be ten **(10)** minutes with pay during the second and third hours of each half **shift**, and an additional break period of ten **(10)** minutes with pay will **be** provided before the beginning an overtime work period of two **(2)** hours or more.

26.08 Shift premium shall be **50** cents per **hour** for the second shift and **75** cents per hour for **the** third shift. It is understood and agreed however that **shift** premiums shall not be paid for any hour in which an employee receives overtime premiums and such premium shall not form part of **the** employee's **basic** hourly rate.

26.09 Five **(5)** minutes will be granted prior to quitting time so that an employee may put his/her tools away and wash up.

26.10 An employee will not lose any pay for **lateness** of up to three minutes **after** the start of the employee's **shift**. Notwithstanding this, it is clearly understood by the Union and the employees that the Employer does not **condone** lateness. As such, disciplinary action for lateness can be taken against an employee even though the employee did not lose pay for the lateness.

26.11 Notwithstanding anything that may be to the contrary in the collective agreement, in addition to the hours of work specified in **Article 26** above, the Employer has the right to establish a regular Monday to Friday shift in **the** Shipping/Receiving Department based on a **12:30pm** start time and a **9:00pm** quit time (which includes a half hour unpaid meal break). It is understood **that employees** working on this **12:30pm to 9:00pm** shift shall be entitled to **the second shift** premium of **50** cents per hour for all hours worked on that shift.

All permanent vacancies for this **12:30pm to 9:30pm** shift shall be done in accordance with **Article 13.02** and **13.03** of the collective agreement. Permanent transfers to this **shift** will be **done** on a voluntary basis. Notwithstanding this fact, the Employer can transfer employees from another shift on a temporary basis until such time as the shift is staffed with experienced employees. If the Employer needs to transfer experienced employee(s), the Employer will transfer the junior experienced employee **(s)** in the classification where **the** employees require the experience.

Article 27 - OVERTIME

27.01 Overtime at the rate of one and one-half **(1 1/2)** times the employee's regular rate of pay shall be paid for:

- a) all work performed In excess of eight **(8)** hours per work day;
- b) all work performed on Saturday, provided those hours are not part of the employee's normal work.

27.02 Overtime at the rate of two **(2)** times the employee's regular rate of pay shall be paid for all worked performed on Sunday. If the night shift begins its work week at or before **11:30pm** on Sunday, this will be at straight time.

27.03 If an employee works more than three **(3)** hours in addition to regular scheduled hours on any day, and such hours were not scheduled prior to that day, the Employer will provide a meal allowance of seven **(\$7.00)**dollars.

27.04 All overtime shall be voluntary, provided over all staff requirements are met from among the employees normally performing the work to be done by specific classifications.

27.05 The Employer and the Union agree **that**, while sometimes necessary, overtime is undesirable and should be avoided. However, when overtime is unavoidable, the opportunity for overtime shall be distributed **as equitably** as practical as per the formula outlined in Article **27.08** end Article **27.09**.

27.06 The Employer shall give notice of overtime as far in advance as is practical.

27.07 The Employer reserves the right to deny Saturday and Sunday overtime to any employee who was absent from work without a reasonable excuse during the previous week.

27.08 The Employer shall post on a monthly basis, the overtime hours charged to employees. Overtime hours charged to employees will include overtime hours actually worked,

- a) overtime hours the employee was offered to work but did not work, and
- b) averaged hours for which the employee was unable to work.
- c) Such information will be by specific job classifications, by specific departments, by specific shifts and by specific supervisors, and shall be posted on a monthly basis.

27.09 Equitable Distribution is based on the following concept:

- a) classification, in a specific department, on a specific **shift** and reporting to a specific supervisor shall be given the first opportunity to work overtime when such overtime opportunities become available on that shift.
- b) Should such an employee be unwilling to perform the overtime assignment, then the employee with the next **lowest** overtime hours in the same job classification, in the same department, on the same shift, and reporting to the same supervisor will be offered the overtime assignment. If no employees in

the job classification, department and shift volunteer to take the overtime assignment, then the Employer can assign the work to other employees.

- c) Any hours of overtime opportunity refused will be recorded as if worked, for the purpose of equitable distribution of overtime hours. If employees **have** committed to work and then do not show, they get credited with a "refusal" for those hours.
- d) Distribution of overtime hours within a job classification, within a specific department, on a specific shift, reporting to a specific supervisor shall be within a total spread of **35** hours based on the current calendar year. If the Employer errs **in** this equitable **distribution** of overtime, the employee affected will be given overtime opportunities as they occur, **until** such time as the situation is corrected (i.e. until the **35-hours** spread at the end of the calendar year is corrected in the new calendar year).
- e) In the event of the situation of new hires, change in the job classification, change in supervisor, and/or permanent transfer such employees shall be considered to have worked the average MD overtime hours charged to all employees in their new department, in the same job classification, on the same shift reporting to the same supervisor.
- f) Employees absent from work because of sickness, accident, leave of absence or vacation shall have their overtime records credited with the average number of overtime hours worked by employees in their department, on their shift, within the same job **classification** reporting to the same supervisor during such absence.
- g) All monthly overtime accumulated at the end of any particular month will be deemed to be **correct** if it is not disputed within one **(1)** calendar month of being posted.
- h) The Plant Chairperson has the right to see the daily records for overtime in the event there is a dispute as to the accuracy of a particular monthly accumulation that has been made available.
- i) While the parties **recognize** that the **Employer** has no obligation to distribute overtime equitably (as referred to above) amongst employees on different shifts, the Employer agrees to endeavour to provide overtime opportunities to employees on shifts other than the day shift for weekend overtime.

27.10 In no case will there be a duplication or pyramiding of overtime.

ARTICLE 28 • BEREAVEMENT LEAVE

28.01 The Employer shall grant three **(3)** days bereavement leave **with** pay to each

employee who has completed **his/her** probationary period; said Bereavement leave shall be for the purpose of making **arrangements** for or attending the funeral in the event of a death in his/her immediate family: **immediate** family is **recognized** as spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents. Bereavement **leave** pay shall be requested on a form supplied by the Employer. Where proof of **bereavement** is not readily available, a signed statement from the employee will be accepted **as** proof of bereavement by the Employer.

ARTICLE 29 - GROUP INSURANCE AND **BENEFIT** PLANS

29.01 The Employer shall pay **100%** of the **premium** costs of the following plans for all full time employees (students excepted) effective the first day of the month following completion of the probationary period.

- a) Life Insurance - **\$50,000**. (Spouse **\$10,000**, Child **\$10,000**)
- b) Accidental Death and **Dismemberment** - **\$50,000**
- c) Weekly Indemnity - **1-1-5-26 662/3%** of regular weekly earnings up to a maximum payable under the **Employment** Insurance Commission or **\$460**, whichever is greater.
- d) Long Term Disability - **\$1000** per **month**
- e) Major Medical - Maximum benefit **\$100,000** life time maximum. Annual deductible - **\$10.00**. Prescription Drugs.
- f) Dental - **100%** basic to annual maximum of **\$2400**. **80%** restorative to annual maximum of **\$2400**. **50%** **orthodontics** to life time maximum of **\$2500**, current **ODA** fee schedule.
- g) Vision Care - reimbursement for lenses and frames where recommended or approved by a physician, **ophthalmologist** or optometrist, up to a maximum of **\$350** once per contract term.

Note: **Bolded** portions are effective the first of the month following ratification.

29.02 Except for weekly indemnity benefits, **the** Employer shall continue to pay the premiums for all employees for three months following the month of layoff.

29.03 Employees absent from work because **of** sickness or accident shall have their premiums paid for the above plans for a period of two **(2)** years following the beginning of the absence.

29.04 In consideration of the above level of benefits, it is agreed that **the** employee's share of any refund that may be receivable **from** then Employment Insurance

Commission shall be transferred to the Employer and applied against the cost of benefits.

29.05 The Employer agrees that if an employee is claiming **WSIB** Benefits and the claim is rejected or under investigation, the employee shall be entitled to apply for weekly indemnity benefits upon submitting to the Employer a written release to the Workplace Safety Insurance Board ensuring that, if the claim is finally allowed, all money paid under the weekly indemnity plan will be returned to the insurance carrier by the Workplace Safety Insurance Board.

29.06 Prior to making any final **decision** to change group insurance carriers, the Employer will discuss the need for the change, and the options available, with the Union. The Union may call a meeting with the Employer to discuss the group insurance carrier's performance. The Employer retains the exclusive right to make the final decision as to the choice of **carrier**.

The parties agree to form a Claims Committee which will consist of a representative from management, who will be the Chairpersons and a representative from the Union. This committee will be responsible for **attempting to expedite** all insurance claims and to assist employees with problems they are **experiencing** with the insurance carrier. This **committee will** meet monthly and will also be **able** to have a representative from the insurance carrier present at these meetings.

29.07 Upon ratification, and thereafter **annually on** the anniversary date, the Employer will contribute ten dollars (**\$10**) per employee then on the seniority list of each unit, to the United Steelworkers of America Lifeline **Program** for the provision of Lifeline services for all employees on the seniority list.

29.08 The Employer **will** provide parking spaces for the employees who use their automobiles for transportation, provided space **is** available: by seniority.

29.09 Employee's with more than **1** year's **service** may apply for tuition assistance for courses taken at an accredited Institute of learning, under the following conditions:

- a) The employee must have prior approval for the course before registering.
- b) The course must add skill and knowledge in line with the employee's career path within the Employer.
- c) Upon successful completion of the course, the employee shall submit a copy of their marks and the receipt for tuition fees and the Employer shall **reimburse** the employee **100%** of the tuition fees.

ARTICLE 30 - PENSION PLAN

30.01 The Employer shall contribute seventy (**70**) cents per hour for each employee for each hour earned effective December **08, 1999**, effective December **8, 2000** the

Employer shall contribute seventy five (75) cents and effective December 8, 2001 the Employer shall contribute eighty (80) cents. These amounts shall be remitted to the account directed by the Union.

ARTICLE 31 - INTERPRETATION AND STATUS OF AGREEMENT

31.01 The Employer and the Union desire every employee to be familiar with the provisions of this agreement, and to this end the Employer agrees to pay for and use its best efforts to furnish a printed copy of the agreement within two (2) months of ratification, to each employee. In addition, the Employer will provide the Union with a copy of the agreement on computer disk. The Union agrees to provide demands for future negotiations to the Employer on a computer disk.

31.02 Wherever the male gender is used in this agreement, it is understood that the female gender is an acceptable substitute where applicable.

31.03 Wherever the singular is used in this agreement, it is understood that the plural is an acceptable substitute where applicable.

31.04 It is understood by both parties that the provisions of this agreement shall be conclusive as to all bargaining matters relating to wages, hours of work and working conditions. Therefore, the Employer and the Union each agree that the other shall not be obliged to bargain collectively with respect to any matter referred to in or governed by this Agreement unless the Employer and the Union freely agree to alter, amend, supplement or modify any of its provisions.

ARTICLE 32 - DURATION

32.01 This agreement shall become effective on December 8, 1999 and shall continue in effect up to and including December 07, 2002.

32.02 Either party desiring to renew or amend this agreement, together with its unit supplements, may give notice in writing of its intention during the last ninety (90) days of its operation.

32.03 If the notice of intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall begin not later than fifteen (15) days after such notice, or as soon thereafter as is mutually agreed.

32.04 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment prior to the current expiry date, the agreement shall continue in effect, in accordance with the terms of the Ontario Labour Relations Act.

SCHEDULE "A"

Note: probationary employees \$1.00 less

<u>Department & Classification</u>	<u>Dec 08/99</u>	<u>Dec 08/00</u>	<u>Dec 08/01</u>
<u>Machine Department</u>			
Master Trimsawyer Instructor	\$25.14	\$25.62	\$26.39
Master Trimsawyer	\$24.16	\$24.64	\$25.38
Trimsawyer I	\$22.01	\$22.49	\$23.16
CNC Operator I	\$22.01	\$22.49	\$23.16
Trimsawyer II	\$20.30	\$20.78	\$21.40
CNC Operator II	\$20.30	\$20.78	\$21.40
Machine Handler I	\$18.97	\$19.45	\$20.03
Machine Handler II	\$17.82	\$18.30	\$18.85
Machine Handler III	\$16.22	\$16.70	\$17.20
Machine Department Trainee	\$14.43	\$14.91	\$15.36
 <u>Custom Assembly Department</u>			
Cabinet Maker I	\$22.01	\$22.49	\$23.16
Cabinet Maker II	\$20.30	\$20.78	\$21.40
Assembler I	\$18.97	\$19.45	\$20.03
Assembler II	\$17.82	\$18.30	\$18.85
Assembler III	\$15.82	\$16.30	\$16.79
Custom Department Trainee	\$14.43	\$14.91	\$15.36
 <u>Electrical Assembly Department</u>			
Electrical Assembler I	\$19.97	\$20.45	\$21.06
Electrical Assembler II	\$18.97	\$19.45	\$20.03
 <u>Finishing Department</u>			
Finisher I	\$22.01	\$22.49	\$23.16
Finisher II	\$20.30	\$20.78	\$21.40
Sprayer I	\$18.97	\$19.45	\$20.03
Sprayer II	\$17.82	\$18.30	\$18.85
Sprayer III	\$15.82	\$16.30	\$16.79
Paint Department Trainee	\$14.43	\$14.91	\$15.36
 <u>Stockkeeping Department</u>			
Stock Keeper	\$20.45	\$20.93	\$21.56
Assistant Stock Keeper	\$16.64	\$17.12	\$17.63
Trainee Assistant Stock Keeper	\$14.43	\$14.91	\$15.36

Shipping Receiving Department			
Receiver I	\$18.44	\$18.92	\$19.49
Shipper Packer I	\$17.51	\$17.99	\$18.53
Receiver II	\$15.82	\$16.30	\$16.79
Shipper Packer II	\$15.82	\$16.30	\$16.79
Receiver III	\$14.43	\$14.91	\$15.36
Shipper Packer III	\$14.43	\$14.91	\$15.36

Maintenance Department			
Maintenance Electrical Technician	\$25.47	\$25.95	\$26.73
Maintenance Electrician I	\$25.24	\$25.72	\$26.49
Maintenance Electronics Technician	\$24.16	\$24.64	\$25.38
Maintenance Mechanic/Millwright	\$24.16	\$24.64	\$25.38
Maintenance Electrician II	\$23.09	\$23.57	\$24.28
Maintenance Technician I	\$22.01	\$22.49	\$23.16
Maintenance Technician II	\$20.84	\$21.32	\$21.96
Maintenance Mechanic I	\$18.97	\$19.45	\$20.03
Maintenance Mechanic II	\$15.82	\$16.30	\$16.79
Maintenance Mechanic Trainee	\$14.43	\$14.91	\$15.36
Maintenance Assistant	\$13.40	\$13.88	\$14.30

General Department			
General Personnel	\$13.34	\$13.82	\$14.23
Sweeper	\$13.22	\$13.70	\$14.11

Effective December 8, 1999 increase the above shown Schedule A rates which were effective December 7, 1999 by 47 cents.
 Effective December 8, 2000 increase the Schedule A rates which were effective December 8, 1999 by 48 cents.
 Effective December 8, 2001 increase the Schedule A which were effective December 8, 2000 by 3%.

LETTER OF UNDERSTANDING

BETWEEN

OSF INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL **5338**

Subject: Maintenance Department


Date: December 17, 1999

Further to our discussions on the subject matter, the Employer and Union have agreed to the following:

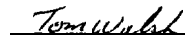
1. The rates of the pay and increases at **Benwind** will be the same as the current Wood CBA:
Electrician I = **\$24.16** Electrician II = **\$22.07**
Millwright = **\$23.11** Mechanic I = **\$18.05**
2. It has been established that each maintenance department employee (existing or future) will have an official "home base" (the CBA that effects them, they officially report to) but they will have the flexibility to work in any OSF facility, as the need arises. It is understood the Maintenance Supervisor of the facility they are working in will be in charge of the employee while they are working in that location. This movement is determined by the demands of the job and the purpose is to **minimize** machine downtime and to provide the most effective solution when it comes to production.
3. Future hiring in this department will be determined by anticipated future business, management decision or the filling of a vacancy. Any such position will be posted within the "home base" bargaining unit, and at the same time within **the** other Divisions. If there is no qualified applicant from the "home base", an appointment may be made from among the other Divisions' applicants (consideration by Employer-wide seniority). If an appointment is made from another Division, the employee's Employer-wide seniority will be lost and **they** will be considered to be a new hire in the new bargaining unit. During **the** probation period, the employee has the option of returning to their previous position. If there are no qualified applicants from any Division, the Employer may hire from outside. This posting procedure will not be used to effect lateral transfers between Divisions.
4. We intend to address the issue of blending in the Metal Division job descriptions and pay rates to align with **Benwind** and Wood **Divisions**.

For the Employer

For the Union



Linda **Manser**
Director of Human Resources
Manufacturing of Operations



Tom Walsh
Staff Representative

LETTER OF UNDERSTANDING

BETWEEN

OSF INC. (Wood Division)

AND

UNITED STEELWORKERS OF AMERICA, LOCAL **5338**

Subject: Stockroom Department

Date: December **17, 1999**

The parties agree that the following employees **will** be transferred to the bargaining unit effective date of ratification and will be classified and have a seniority date as follows:

Name	Job Classification	Seniority Date
Wilfred Balanon	Trainee Assist. Stock Keeper	10/29/96
Nazim Hack	Trainee Assist. Stock Keeper	03/30/98
Jose Jorge	Trainee Assist. Stock Keepe	07/02/96
Edward Woods	Assist. Stock Keeper	08/25/97
Jorge Gallo	Stock Keeper	09/05/96

For the Employer:

For the Union:





Linda **Manser**
Director of Human Resources
Manufacturing & Operations

Tom Walsh
Staff Representative

LETTER OF **UNDERSTANDING**

BETWEEN

OSF INC.


AND

UNITED **STEELWORKERS OF AMERICA**, LOCAL **5338**

Subject: Transfer to permanent **Day** Shift in the **Finishing** Department

This letter forms part of the Collective **Agreement**. Employees assigned to the two **(2)** finishing departments that operate with a **day**, afternoon and/or midnight shift shall be given an opportunity to permanently transfer to the two **(2)** finishing departments that operate with a day shift only, when a **permanent** vacancy occurs.

The selection of the employee to be given **the** permanent day shift shall be based on seniority within the job classification required on the day shift.




Linda **Manser**
Director, Human Resources
Manufacturing & Operations



Tom Walsh
Staff Representative
United Steelworkers of America

Dated this 3rd day of February, 2000 at the City of Toronto In the Province of Ontario.

For The Union



T. Walsh
Staff Representative


D. Mistry
Plant Chairperson



G. Page
Committee Member


S. Lotay
Committee Member


S. Deol
Committee Member



M. Sonmor
Committee Member

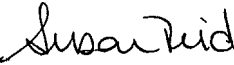
For The Employer


M. Shier
Chairman of the Board


P. Ewald
V.P., Human Resources


L. Manser
Director, Human Resources
Manufacturing & Operations


J. Carvalho
Plant Superintendent


S. Reid
Manager, Human Resources
Wood, Division