

**TSW Laminating LTD – United Steelworkers, Local 1-423**

**Collective Agreement**

This agreement entered into this .....day of .....20.....

Between:

**TSW Laminating LTD**

( Hereinafter known as the 'TSW' )

and

**United Steelworkers, Local 1-423, CLC**

(Hereinafter known as 'Steelworkers' )

Preamble:

1. The British Columbia Secondary Industry is faced with intense competition from substitute products close to our markets, therefore, it is the intent of TSW and the Steelworkers that this agreement will promote and improve industrial and economic relationships between the company and it's employees, and to ensure the operation is successful. The parties agree that flexibility and cooperation are vital in manufacturing quality products in the most efficient manner for the long term benefit of TSW and its employees. Both parties recognize that TSW must be profitable in order to provide the employees with a stable career and a competitive wage and benefit program.
2. TSW and the Steelworkers accept responsibility to observe each and all provisions and conditions of this agreement, and to promote orderly and peaceful relations.
3. In the event any future legislation renders null and void or materially alters any provision of this agreement, all remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.
4. TSW and the Steelworkers understand and accept that simple agreements based on principles are more effective than lengthy contracts which attempt to predict all possible situations.
5. The parties agree that they will continue to honour the terms of this agreement during periods where it may be in renegotiations.

**Therefore the parties mutually agree as follows:**

## **Article I - Bargaining Agency**

### **Section 1: Recognition**

- a) TSW recognizes the Steelworkers as the sole collective bargaining agency of the employees of TSW LAMINATING LTD as set out in the certificate of bargaining authority, (except for office staff, sales staff and management).
- b) When a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to the Grievance Procedure as provided for in Article XIV, Section 1:, Step 3, and, in the event of failing to reach a satisfactory settlement, it shall be dealt with as provided for in section 139 (a) of the Labour Relations Code of B.C.

### **Section 2: Bargaining Authority**

TSW agrees that the Bargaining Authority of the Steelworkers shall not be impaired during the term of this new collective agreement. TSW agrees that the only certification they will recognize during the term of this new agreement is that of the Steelworkers unless ordered by due process of the law to recognize some other Bargaining Authority.

### **Section 3: Bargaining Location**

TSW and the Steelworkers will meet at such time and place as may be mutually agreed on for the purpose of discussing and adjusting any matter within the confines of this Agreement, which come within the scope of collective bargaining between TSW and its employees.

## **Article II - Company's Rights**

### **Section 1: Management and Direction**

The management of the operation and the direction and promotion of the employees are vested exclusively in TSW; provided, however, that this will not be used for the purpose of discrimination against the employees.

### **Section 2: Hiring and Coaching**

The company shall have the right to select its employees and to discipline or discharge them for proper cause. It is expected that employees participate in the selection and coaching of employees, under an agreed to process.

## **Article III - Union Security**

### **Section 1: Co-operation**

TSW shall co-operate with the Steelworkers in obtaining and retaining as members the employees as defined in this agreement, and to this end present to new employees and management the policies expressed below.

**Section 2: Union Shop**

All employees, shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Steelworkers.

**Section 3: Union Membership**

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the Steelworkers Constitution and in accordance with the By-laws of Steelworkers, Local 1-423.

**Section 4: - Check-off**

- a) TSW shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Steelworkers.
- b) This assignment in the case of employees already members of the Steelworkers shall be effective immediately and for those employees not previously member of the Steelworkers, it shall become effective 30 calendar days from the date of execution.
- c) TSW shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Steelworkers Local 1-423, not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

**Section 5: Social Insurance Number**

TSW shall furnish the Steelworkers with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Steelworkers after the execution of this agreement or after the employee enters the employment of TSW, whichever date last occurs.

**Section 6: Employer Deduction From Wages - Employee Benefit Plans**

The Parties agree that TSW shall deduct from the employee's wages and shall remit to the appropriate Employee Benefit Plan, the employee's contribution which is specified in any benefit plan agreed to by the parties to this Agreement.

**Article IV - Union Committee**

**Section 1: Definition**

For the purpose of this Agreement, when the word "Committee" is used it shall mean Union Plant Committee.

**Section 2: Composition**

The committee shall consist of not less than two (2) employees and not more than five (5) employees with completed probationary period of employment with TSW.

## **Article V - Wages**

### **Section 1: Rates**

- a) The Parties hereby agree that effective the 1st day of April 2005, wages as set in Supplement No. 1 will apply.
- b) TSW will designate two Level 3 First Aid Attendants who shall receive \$0.85 per hour plus their occupational pay.  
TSW will pay Level 2 or Level 1 First Aid Attendants \$0.40 per hour plus their occupational pay when designated.
- c) TSW designated Team Leaders rate shall be included in Group Four, Wage Supplement No. 1.
- 4) TSW will pay designated temporary Team Leaders a premium of \$1.00 per hour plus their occupational pay when designated.

### **Section 2: Tools**

- a) Employees will provide TSW with an itemized list of all their work place tools, and will be responsible for updating such list.
- b) TSW shall, upon signing of this agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its employees which are listed on the above mentioned list in item a).
- c) TSW shall, upon signing this agreement, at its expense, insure the tools of its employees which are listed on the above mentioned list in item a), for loss by theft where the tools are stored in a designated place of safety with in the control of TSW and there is forcible breaking and entering. The insurance coverage shall be subject to a deductible of \$50.00 in respect of each employee's claim.

### **Section 3: First Aid Training**

Employees of TSW who, by mutual agreement, train or retrain for Industrial First Aid Certificates will be compensated in the following manner:

- a) TSW will pay the cost of course tuition and materials required to those employees who pass the course.
- b) TSW will pay lost time wages to designated First Aid attendants.
- c) Any employee who completes Level 3 First Aid training and is compensated by TSW

for this purpose will stay employed with TSW for one year following the retraining. Should the compensated employee leave the company within the one year following the retraining on their own behalf, they will be required to reimburse TSW, on a pro rated basis, the associated costs, including wages, to take the training.

**Section 4: Shift Differential**

Premium rates of thirty-one cents per hour (\$.31) will be paid for, and only for, hours worked outside the recognized day shift.

**Section 5: Call Back Time**

Any employee called back to work after completion of their regular shift shall be paid a minimum of two hours at one and one half times their regular hourly rate.

**Section 6: Notice of Shift Change**

In the event of a shift change, employees shall be given a minimum of twenty-four hours notice prior to the beginning of a new shift schedule. If less than twenty-four hours notice is given to an employee, such employee shall be paid one and one half times his/her regular rate for all hours worked during the first shift.

This notice requirement does not apply if the change is at the request of the employee, or is a request and or a requirement of TSW, which is agreed to by the employee, or to conditions totally beyond the control of TSW. This does not apply to probationary or Part Time employees.

**Section 7: Lost Time Wages for Travel and/or Training**

TSW will pay lost time wages to any employee who takes company initiated travel or training up to a maximum of eight hours per day.

**Article VI - Pay Days**

TSW will pay wages in accordance with the Provincial Regulations and furnish each employee with an itemized statement of bi-weekly earnings and deductions. TSW shall provide for pay days every two (2) weeks, and shall deposit each employee's earning directly into their bank account. This deposit will be in place by 10:00 A.M. on payday. The bank account number will be provided by each employee upon their hire.

**Article VII - Hours Of Work**

**Section 1: Hours and Overtime**

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and/or forty (40) hours per week.
- (b) Double straight time rates shall be paid for the following:

- (i) Hours worked in excess of eleven (11) hours per day;
  - (ii) Hours worked on Sunday by Employees who have worked five shifts during the preceding six days;
  - (iii) For the purpose of this provision a Statutory Holiday shall be considered as a shift worked;
  - (iv) Item (ii) above shall not apply to Employees who work Sunday as a regularly scheduled day.
- (c) If a Statutory Holiday occurs during the work week, the Employees shall only be required to work on Saturday and/or Sunday for time lost due to the Statutory Holiday by mutual consent. For such work the Employee shall be paid rate and one-half.
  - (d) If an employee has an approved vacation day scheduled before an overtime opportunity that week, then overtime will apply; If an employee schedules a vacation day after an overtime opportunity occurs, then overtime would not apply.

## **Section 2: Part Time Employees**

- (a) Full Time employees shall have preference for available work, up to their 40 hours/ week, over Part Time employees.
- (b) Part Time employees working on Saturday and/or Sunday for maintenance, repairs and preparatory work will be paid straight time job rate.
- (c) Part Time employees will be considered first for Full Time positions, seniority, skill and ability considered.
- (d) TSW agrees to keep a separate seniority list of Part Time employees.
- (e) Employees hired as summer students will be on a term to a maximum of eighty (80) days.
- (f) Wage increases will only apply to returning summer employees.
- (g) Benefits for summer students will not be available.

- (h) Any summer student who is offered full time employment after the term will be considered as having served their probation period and will be entitled to Level 1 pay, retroactive back to their sixty first (61<sup>st</sup>) day.

**Section 3: Overtime**

Regular over time will be offered to employees by the work team, based on the skills and qualifications required to perform the work. Seniority shall be a deciding factor when team members have met the above skill requirements.

**Section 4: Production Schedules**

- 1) Day shift operation will be between the hours of 6:00 am and 5:30 PM.
- b) Two Shifts: During such time as the Plant is operating with two shifts, the afternoon shift will start between 2:30 PM and 5:30 PM

The dayshift work force shall alternate with the afternoon shift work force on a two (2) week rotation bases, unless TSW and employees agree otherwise.

- c) Shift hours of the operation may vary dependent upon mutual agreement between TSW, plant employees and Steelworkers Local 1-423.

**Section 5: Maintenance Schedule**

The Maintenance Schedule will be similar to the Production Schedule. Changes can be made as mutually agreed to between TSW, the maintenance employee and the Steelworkers.

**Section 6: Tuesday to Saturday Work**

It is agreed that Maintenance, Repair and Construction employees can be employed on a Tuesday to Saturday work week for which they will be paid straight time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one half.

It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and TSW. In such event, work performed on Monday will be paid for at straight time. If the employee worked on Monday at the request of TSW, the rate of pay will be rate and one half. However, if the employee requests a temporary change from his/her rest day on Monday, work performed on Monday will be paid for at straight time.

**Section 7: Meal Allowance**

A meal allowance of Sixteen dollars (\$16.00) will be paid to employees when required to work more than two (2) hours beyond their scheduled shift.

### **Section 8: Completion of Afternoon Shift**

- a) It is agreed between the parties that if three (3) hours or less are necessary after midnight preceding a Statutory Holiday, to complete the shift which commenced work on the afternoon preceding the Statutory Holiday, time worked after midnight to complete the particular shift will be paid at straight time.

### **Section 9: Rest Periods**

- a) Every employee is entitled to a daily eating period of thirty (30) minutes after the first four (4) consecutive hours of work. Such break is to be taken within one hour (1) of the four (4) hour point.
- b) Every employee is entitled to a ten (10) minute rest period during the first four (4) hours of work and a ten (10) minute rest period during the second four (4) hours of work. Such breaks are to be taken within one hour (1) of the mid points of each four hour period.
- c) If an employee agrees to work overtime, he/she will be entitled to a ten (10) minute rest period prior to starting the overtime shift if the overtime is scheduled to exceed 1.5 hours.

## **Article VIII - Call Time**

An Employee reporting for work at the call of TSW, shall be paid his/her regular rate of pay for the entire period spent at the place of work in response to the call, within a minimum of any one day of:

- a) Two (2) hours' pay at the employee's regular rate except when the employee's condition is such that he/she is not competent to perform his/her duties or he/she failed to comply with the accident prevention regulations of the Workers' Compensation Board; and
- b) If the employee works more than two hours, he/she will be paid for the hours worked at his/her regular rate.
- c) TSW agrees it will notify employees by telephone, canceling the call for work.

## **Article IX - Seniority**

### **Section 1: Principle**

- a) TSW recognizes the principle of seniority, competency considered.
- b) For the purpose of this Article and all related provisions of the collective agreement, the Application of Seniority shall be on a plant basis.

### **Section 2: Probationary Period**

It is agreed that all employees are hired on probation; the probationary period to continue for sixty (60) working days during which time they are considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered TSW's employ, provided however that the probationary period of sixty (60) working days shall only be cumulative within a four (4) calendar month period.

**Section 3: Seniority List**

An up to date list will be kept by TSW, and supplied to Steelworkers Local 1-423, setting out the name, starting date, and employee number of each employee.

**Section 4: Procedure for Crew Curtailment**

In the event there is a reduction of forces, the last person hired shall be the first person released. Those employees retained on the payroll will have the right to maintain their roles in line with their seniority and skill level.

**Section 5: Reinstatement**

(a) It is hereby agreed that, when rehiring, all employees shall be notified in the following manner:

(i) Delivery of notice either orally or by letter by a TSW representative.

(ii) Local or long distance telephone communication.

(iii) Registered letter or telegram.

In the case of (i) such oral notice shall be confirmed by a written notice showing date delivered, and the date and time the employee is to return to work.

In the case of (ii) such phone call shall be confirmed the same day by registered lettered and shall set out the date and time the employee is to return to work.

In the case of (iii) which shall be used where it is impossible to use (i) or (ii) above, a period of up to seven (7) days within which the employee is to return to work will be allowed, provided the employee replies within ninety-six (96) hours of the sending of the letter or telegram in the affirmative.

(b) The employee must reply to the call to work immediately, but no later than ninety-six (96) hours, given the approval of the employer.

(c) All recalls shall be in accordance with the employee's seniority and competency.

- (d) It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by TSW, retain all seniority rights.
- (e) It shall be the employee's responsibility to keep TSW informed of his or her address and phone number during lay-off.

**Section 6: Retention During Lay-off**

Seniority during lay-off shall be retained on the following basis:

- a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- b) Employees with one (1) or more years' service shall retain their seniority for eight (8) months, plus one (1) additional month for each year of service up to an additional six (6) months.
- c) A laid-off employee's seniority retention is reinstated on the completion of one day's work.

**Article X - Leave of Absence**

**Section 1: Injury and Illness**

TSW will grant an unpaid leave of absence to employees suffering from injury or illness for a period of up to six (6) calendar months, subject to a medical certificate, if requested by TSW. The employees shall report or cause to have reported to TSW the injury or illness which requires his/her absence from work as soon as may be reasonably possible. TSW will grant additional leave, if requested, subject to the foregoing provision.

**Section 2: Written Permission**

Any employee, desiring a leave of absence must obtain same in writing from TSW.

**Section 3: Union Business**

- (a) TSW will grant an unpaid leave of absence to employees who are appointed or elected to a Steelworkers position for a period up to and including two (2) years. Further leave of absence may be granted by mutual consent. The employee who obtains this leave shall return to TSW within thirty (30) calendar days after the completion of his/her term of employment with the Steelworkers. TSW shall not be required to grant such leave of absence when the number of persons on leave under this section exceeds one (1) in number.

- (b) TSW will grant an unpaid leave of absence to employees who are elected as a representative to attend Steelworker meetings and conventions or as a member of any Negotiating Committee of the Steelworkers in order that they may carry out their duty on behalf of the Steelworkers.

TSW shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this section exceeds two. TSW may grant leave to more than one employee where, in its opinion, it will not have the effect of interfering with the normal flow of production.

- (c) In order for TSW to replace the employee with a competent substitute, it is agreed that before the employee receives the leave of absence set forth in clauses a) or b) above, the company shall be given notice in writing; in the case of a) twenty (20) calendar days and in the case of b) five (5) calendar days.

#### **Section 4: Returning to Work**

Employees on leave of absence and/or illness for an indeterminate period & employees who wish to return to work prior to the expiration date of their leave of absence, shall give TSW notice of their intention to return to work at least twenty-four (24) hours prior to the start of their normal shift.

#### **Section 5: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employees immediate family the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for his/her regular work schedule for a maximum of three (3) consecutive working days.
- (b) Immediate family is defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, step-children, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandchildren, uncles and aunts.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

#### **Section 6: Jury or Witness Duty**

- (a) Any regular full time employee who is required to perform Jury Duty, Coroner's Duty or act as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be reimbursed by TSW for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty

(40) per week, less statutory pay received for Service and Jury Duty pay received.

- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

**Section 7: Leave of Absence for Compassionate, Education and Training or Extended Vacation**

By mutual agreement leave of absence will be granted to a maximum of six (6) months without pay to employees for compassionate reasons or for educational, training or extended vacation purposes, conditional on the following terms:

- (a) The employee shall apply at least one month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) The employee shall disclose the grounds for application.
- (c) TSW shall grant leave where a bona fide reason is advanced, or postpone leaves for educational purposes where a suitable replacement is not available.
- (d) TSW will consult with the Committee in respect of any application for leave.
- (e) Employees on extended leave of absence pursuant to this Section in excess of one (1) whole and complete month will pay 100% of the premiums for all benefits requiring premium payments, with the exception of Long Term Disability which will not be covered.
- (f) TSW will grant an unpaid leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, providing the company is given due notice in writing of thirty (30) calendar days, unless the need for such application could not reasonably be foreseen.
- (g) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give TSW reasonable notice for absence from work for conducting Municipal business.
- (h) The employee who obtains this leave of absence shall return to TSW within thirty (30) calendar days of the completion of public office.

### **Section 8: Maternity Leave**

TSW will grant an unpaid reasonable period of extended maternity leave without pay to female employees. This shall be in accordance with Part 6 of the Employment Standards Act of British Columbia.

## **Article XI - Vacations with Pay**

With respect to annual vacations and vacation pay, the following provisions will apply:

### **Section 1: Two Weeks Vacation - 4% Vacation Pay**

Employees with one (1) or more years of continuous service shall receive two (2) weeks vacation with pay based upon four per cent ( 4%) of previous year's gross earnings.

### **Section 2: Three Weeks Vacation - 6% Vacation Pay**

Employees with three (3) or more years of continuous service shall receive three (3) weeks vacation with pay based upon six per cent ( 6%) of previous year's gross earnings.

### **Section 3: Four Weeks Vacation - 8% Vacation Pay**

Employees with seven (7) or more years of continuous service shall receive four (4) weeks vacation with pay based upon eight per cent ( 8%) of previous year's gross earnings.

### **Section 4: Five Weeks Vacation - 10% Vacation Pay**

Employees with fifteen (15) or more years of continuous service shall receive five (5) weeks of vacation with pay based upon ten per cent (10%) of previous year's gross earnings.

### **Section 5: Termination Calculation**

Employees who leave TSW for any reason whatsoever shall receive vacation pay at the appropriate percentage of the wages earned during the period of entitlement in accordance with the employee's years of service as provided in Sections 1, 2, 3 and 4 of this Article.

### **Section 6: Scheduling**

Vacations for employees shall be taken at such time as mutually agreed upon by the employee, the Committee and TSW when quantity and regularity of production shall not be impaired.

### **Section 7: Cut Off Date / Pay Entitlement Date**

- (a) For the purposes of administration, the cut-off date shall be the employee's anniversary each year. Vacation pay shall be paid to all entitled employees within fourteen (14) days of their anniversary date.
- (b) Full Time employees will receive their vacation pay during their scheduled vacation periods, in the same amount and at the same time as they would

normally receive their regular pay. The difference between earned vacation pay and vacation time used will be paid within fourteen (14) days of the employee's anniversary date.

## **Article XII - Statutory Holidays**

### **Section 1: Designation of Days**

- (a) All employees who work on New Years Day, Good Friday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day or Boxing Day will be paid rate and one half for all hours so worked.
- (b) TSW and the employees shall mutually agree as to the day upon which they will observe each Statutory Holiday for the coming calendar year, and shall publish this list by January 31 of each year.

### **Section 2: Qualifying Conditions**

- (a) An employee who qualifies for a Statutory Holiday, under the conditions set out below, shall be paid for the holiday at his/her regular job rate of pay for his/her regular work schedule. It is agreed that the hours so paid for the Statutory Holiday will not be included in the weekly work schedule.
- (b) Employees working on a paid holiday shall be paid in addition to his/her holiday pay, rate and one half for any hour worked on a shift designated as the "Holiday Shift".
- (c) Employees, to qualify for holiday pay, must have been on the pay roll thirty (30) calendar days immediately preceding the holiday and must have worked his/her last regularly scheduled shift before and after the holidays, unless his/her absence is due to illness, or the employee is on authorized vacation.
- (d) In the case of illness or injury TSW shall have the right to request a certificate from a qualified medical practitioner.
- (e) Employees while on leave of absence under Article X, Section 1, 3 a), 7 or 8 or any employee while a member of a Negotiating Committee under Section 3 b) shall not qualify for paid Statutory Holidays.
- (f) Part Time employees will not receive pay for Statutory holidays.

## **Article XIII - Safety And Health**

### **Section 1: Recognition of Importance**

TSW and the Steelworkers will co-operate to assure safe working methods and conditions and devise plans for the furtherance of safety measures.

**Section 2: Occupational Health and Safety Committee**

TSW shall maintain a Health and Safety Committee that shall be constituted and work in accordance with the Workers Compensation Board Accident Prevention Regulations. O.H. & S Committee meetings, of reasonable length and frequency will be held at a time mutually agreed upon. Employees will receive their regular job rate for attending such meetings or investigations into accidents, overtime rates shall not apply and such hours will not be used in calculating any overtime.

**Section 3: Accident Compensation**

An employee hurt in an industrial accident shall be paid for the lost time on the day he/she was injured at his/her regular rate.

**Section 4: E.F.A.P. (Employee and Family Assistance Program)**

An EFAP will be put in place effective March 1, 1999 for all employees and will be fully funded by TSW. Funding will include ongoing maintenance costs of an EFAP and the ongoing annual service fees of an Assessment and Referral Service (ARS)

**Article XIV - Grievance Procedure**

**Section 1: Outline of Steps**

TSW and the Steelworkers agree that, when a grievance arises under the terms of the Agreement, it shall be dealt with without stoppage or slowdown of work in the following manner:

- Step 1: The individual employee, with or without a job steward, shall first take up the matter with the team leader within fourteen (14) days.
- Step 2: If a settlement is not reached, it shall be reduced to writing by both parties, and the employee and the Committee shall take up the grievance.
- Step 3: If the grievance is still not resolved, it shall be referred to an authorized representative of TSW and the Steelworkers.
- Step 4: If a settlement is still not reached, it shall be dealt with by arbitration.

**Section 2: Grievance Meetings**

Grievance meetings shall, wherever possible, be held outside regular working hours. Union Committee members and the grievor(s) attending such meetings during shift work hours will be paid their regular job rate for all time spent at such meetings, overtime rates shall not apply and such hours will not be used in calculating any overtime.

## **Article XV - Arbitration**

### **Section 1: Procedure**

- (a) In the case of any dispute arising regarding the application or any alleged violation of this Agreement which the Parties are unable to settle, the matter shall be determined by Arbitration in the following manner:
  - (i) Either Party may notify the other in writing, by registered mail, of the Question(s) to be arbitrated. Within five (5) days of receipt of such notice the Parties shall refer the matter to the Arbitrator jointly selected with instructions to first attempt to mediate a settlement between parties.
  - (ii) The decision of the Arbitrator shall be final and binding upon both parties.
  - (iii) The Parties agree to seek a Sole Arbitrator to function under this Section.

### **Section 2: Cost Sharing**

The Parties each bears the expenses and charges of its representatives, and shall bear in equal portions the expenses and allowance of the Arbitrator.

### **Section 3: Place of Hearing**

Arbitrations shall be held at such place as may be decided by the Arbitrator.

## **Article XVI- RSP Contributions**

- (a) All employees covered under this agreement will be paid two per cent (2%) of their gross earnings into a locked in RRSP account in the employees name no later than the 25th day of the month following the month in which wages were earned. Employees may contribute an additional amount, up to their RRSP limit, by submitting a request to TSW in writing for payroll deduction.
- (b) RRSP contributions commence the first day of the month following completion of the employee's probationary period.

## **Article XVII - Health and Welfare**

### **Section 1: Institution**

Effective February 1, 2002 it is agreed that the Health & Welfare Benefits plan will be instituted and maintained in accordance with the principles hereinafter set out.

## **Section 2: Employee Health & Welfare Benefits Plan**

The following benefit plan will be instituted: February 1, 2002.

- (a) Group Life Insurance for each qualified employee, in the amount of Thirty Thousand (\$30,000) Dollars, spouse in the amount of Ten Thousand (\$10,000) Dollars and children in the amount of Five Thousand (\$5,000) Dollars each.
- (b) Accidental Death and Dismemberment Insurance for each employee, in the amount of Thirty Thousand (\$30,000) Dollars.
- (c) Medical Services Plan.
- (d) Extended Health Benefits Plan.
  - (i) As defined in the Plan text. The E.H.B. Plan shall include a Vision Care Program to provide the following:  
Payment up to a maximum of One Hundred and Fifty (\$150.00) dollars per person in any 24 consecutive month period for charges incurred relative to the purchases of lenses and frames or contact lenses when prescribed by a person legally qualified to make such a prescription.
- (e) A Dental Plan will be provided based on the following general principals:
  - (i) Basic Dental Services (Plan A) - Plan pays 80% of approved schedule of fees.
  - (ii) Prosthetic, crown and bridges (Plan B) - Plan pays 50% of approved schedule of fees.
- (f) A Long Term Disability Plan will be provided bases on the following:
  - (i) 2/3 of gross income up to a maximum of \$1,500 per month, payable to age 65.
  - (ii) Benefit commences after 120 days of disability.
- (g) Refer to the Company Provided Employee Benefits Manual for details of these plans.

## **Section 3: Start / Termination Dates**

- (a) MSP and Extended Health benefits start the first day of the month following employment.
- (b) Life Insurance, AD&D, Dental Plan, and LTD start the first day of the month following completion of the employee's probationary period.

- (c) All benefits cease on the last day of the month in which employment is terminated.

**Section 4: General Principles**

- (a) Premium costs for the Health and Welfare Benefit Plan, as set out in Article XVI Section 2 shall be shared between TSW and the employees as follows:  
70% TSW, 30% employees
- (b) Participation in the Employee Health and Welfare Benefits Plan is voluntary on the part of the employee with the exception of Group Life Insurance, Accidental Death and Dismemberment Insurance, and the Medical Services Plan. However, if the employee is covered under a spouse's benefit package they can choose not to participate in the Medical Services Plan.
- (c) In the event of a lay-off, TSW will maintain the cost of coverage during the lay-off with the exception of Long Term Disability as follows:
  - (i) Employees with more than four months' but less than one (1) year's seniority = two (2) months coverage.
  - (ii) Employees with one (1) or more years' seniority = six (6) months coverage.

Employees will be covered for Long Term Disability for only thirty (30) days beyond the date of Lay-off.

Employees will be responsible for their thirty percent (30%) share of the benefits.

(iii) In order for reinstatement of lay off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for 10 working days within a floating period of thirty (30) consecutive days.

(iv) In addition, an employee who returns to work for at least one (1) working day will be covered for that month, in addition to any lay off coverage to which he/she was entitled, if the recall occurred during the period of lay off coverage.

**Article XVIII - Technological Change**

**Section 1: Advance Notification**

It is the intention of TSW, through the cooperation and involvement of their employees and the Steelworkers, that future Technological Changes, whether equipment or work procedures, not result in the lay-off of Full Time employees.

### **Article XIX - Safety Equipment**

- (a) Where safety equipment is required to be used by TSW or the Workers' Compensation Board, TSW will supply this equipment (gloves, hearing protection, eye protection) at no cost to the Employee.

TSW will replace articles of equipment when those articles are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.

- (b) TSW will make coveralls (smocks) available for maintenance employees. TSW will make coveralls available for employees on the press line and provide aprons to the finger-joint line and will replace the coveralls as required.
- (c) TSW will provide each employee a one hundred (\$100.00) Dollar boot/clothing allowance on February 1<sup>st</sup> of each year of the agreement.

### **Article XX - Permanent Closures**

TSW agrees that employees affected by a permanent closure of the operation shall be given reasonable notice with a minimum of sixty (60) days written notice of such closure.

### **Article XXI - Severance Pay - Plant Closure**

- (a) Employees terminated because of a permanent closure of the operation shall be entitled to severance pay equal to forty (40) hours pay at the current rate for each year of continuous service and thereafter for partial years in increments of completed months of service with the Company to a maximum of ten (10) weeks.
- (b) Where the operation is relocated and the employees involved are not required to relocate their place of residence and are not terminated by TSW as a result of the relocation they shall not be entitled to severance pay under this article.

### **Article XXII - Contracting and Sub - Contracting**

- (a) Use of contractors is a normal part of TSW's ongoing operation. As such they may be used for any task not regularly handled by full time employees, provided the regular hours of Full Time employees are not adversely affected.
- (b) Contractors will not be introduced into the operation where this results in the loss of full time positions held by bargaining unit employees unless there are special circumstances.

## **Article XXIII - General Provisions**

### **Section 1: Union Access**

In recognition of the nature of the operations productions process for the purpose of this collective Agreement, official Union representatives (Business Agents and Union Officers) will be granted access to TSW's operation under the following conditions:

- (i) That during normal operating hours, such Steelworker representatives will report to the office and advise they are entering the operation.
- (ii) It is also understood that Steelworker representatives will not disrupt the regular production of the operation.

### **Section 2: No Strike**

The Steelworkers agree that they will not cause, promote, sanction or authorize any strike, sit down, sympathetic strike or other interference with work by the employees for any cause whatsoever during the life of this agreement.

### **Section 3: No Lockout**

TSW agrees that it will not create or institute any lockout of the employees with the respect to any dispute between TSW and the Steelworkers during the life of this agreement.

### **Section 4: Section 50 (2) and 50 (3) Labour relations Code Excluded**

The Parties hereto agree that the operation of section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia are excluded from this Collective agreement.

### **Section 5: Section 104 Labour Relations Code Excluded**

It is agreed that the operation of Section 104 of the Labour Relations Code of British Columbia is excluded and shall not apply to any differences arising between the Parties concerning the interpretation, application operation or any alleged violation of the Collective Agreement.

### **Section 6: Deployment of Pickets**

In any strike or dispute involving only TSW Laminating Ltd. or only Weyerhaeuser Canada Ltd., no pickets will be stationed on the main road or the branch road of the party not involved in the dispute.

## **Article XXIV - Duration of Agreement**

### **Section 1: Effective Dates**

The Parties hereto agree that this Agreement shall be effective from and after the 1<sup>st</sup> day of April, 2005 to midnight the 31<sup>st</sup> day of March 2008 and thereafter from year to year unless written notice of contrary intention is given by either Party within four months immediately preceding the date of expiry.

The notice required hereunder shall be validly and sufficiently served at TSW, or at the Local Office upon the Officers of the Steelworkers, within four months immediately preceding the 31<sup>st</sup> day of March 2008.

If no agreement is reached at the expiration of this Contract and negotiations are continued the Agreement shall remain in force up to the time an agreement is reached.

## **Supplement No. 1 Wage Scale Description**

In Force Between:  
**TSW Laminating LTD and  
Steelworkers, Local 1-423**  
As referred to in Article V - Wages, Section 1.

### **SKILL BASED SYSTEM**

#### **Advancement, Growth and Development**

The success of TSW Laminating Ltd. will be determined, to a large degree, by the knowledge, skill and ability of the team members. The mill needs a highly skilled work force capable of performing multiple tasks, with team members sharing in the assignment of work as well as in improving processes and product.

Employees' capabilities will be enhanced through extensive technical, safety, team, and business skill training. Members will be compensated for increases in their knowledge, skills, and abilities. Team members will be encouraged to continue their personal development and economic growth as they contribute to the success of the mill.

This approach provides the opportunity and challenge to personal growth and development that results in higher compensation for team members as well as provides the mill with the skills inventory needed for flexibility in work assignments to meet customer needs.

#### **Advancement by Competency**

Compensation will be based on Skill Levels. Five Skill Levels have been established, and the Skill Level he/she is in will establish an employee's hourly salary. An employee starts at the probationary pay level, and after the probationary period enters Skill Level 1.

Team members have the opportunity to advance to a higher Skill Level and level of pay when they have demonstrated that they have achieved a level of expertise in technical, safety and business competencies and in working within a team environment. The team member is also required to work a minimum number of workdays before being eligible to apply for the next higher Skill Level.

## **Review Board**

In order to assure fair representation and objective evaluation of team members, a Review Board will be established. The Review Board will determine whether an employee has achieved the necessary skills and knowledge to move to the next Skill Level. The Review Board will consist of (2) Managers, and a minimum of (3) Team Leaders for evaluation of Levels 1-3. Levels 4 and 5 will be determined by TSW Management using established criteria. This Review Board will represent TSW and the Steelworkers in evaluation of the candidate.

The Review Board will meet quarterly to review applications. The Review Board will render decisions based on group consensus. Decisions of the Review Board will be non-grievable and non-arbitratable.

### **Procedure for Certification to a higher Skill Level:**

1. A development plan is created for the team member, defining membership skills required in technical, safety, team, and business areas.
2. The member will receive on-the-job training, receiving coaching and feedback from other team members. The member will study and be tested on knowledge and skills in membership areas. Competency will be by demonstration and through written and/or oral testing.
3. The member, supported by the team, applies for certification and submits his/her Qualification package to the Review Board.
4. The Review Board evaluates the member's Qualification package for completeness. The Review Board also provides calibration and consistency between teams.
5. The member receives feedback from the Team Leader and is informed of the Review Board's decision in writing.
6. If the member does not get certified, recommendations will be made for areas of improvement. The member can re-apply for certification a minimum of 45 working days after the Review Board's decision.
7. If certified, the member moves to the next level. Wage action becomes effective on the date the team member applied for certification.

### **Description of Production Skill Level Progression**

The following are simple descriptions of the Skill Progression requirements.

Progression from Skill Level 1 to Skill Level 2: Employee must demonstrate competence in operating and performing operational maintenance on all equipment within the team. Demonstrate lockout and safety knowledge of line equipment, and possess intermediate level team and business skills.

Progression from Skill Level 2 to Skill Levels 3: Employee must demonstrate competence in operating equipment and performing operational maintenance on all plant production equipment, including lockout and proper safety procedures. An active team member who possesses depth in understanding team systems, safety systems, business needs and quality control.

Progression from Skill Levels 3 to Skill Level 4: Employee in a Team leadership role with responsibilities for team leadership, team safety, quality control, production, and inventory control. Continuously improves systems to improve competitiveness of the business. Advanced coaching skills.

Progression from Skill Level 4 to Skill Level 5: Employee possesses Plant leadership skills in a variety of areas including business, team, safety, problem solving, and quality control. Leads and facilitates business improvements that contribute substantially to TSW's competitiveness.

### **Description of Maintenance Skill Level Progression**

Progression from Skill Level 3 to Skill Level 4: Employee must become ticketed in both electrical and millwright trades.

Progression from Skill Level 4 to Skill Level 5: Employee possesses plant leadership skills in a variety of areas including business, team, safety, problem solving, maintenance training, preventative maintenance systems, and quality control. Leads and facilitates business improvements that contribute substantially to TSW's competitiveness.

**Wage Scale**

<u>PRODUCTION TEAM MEMBERS</u>	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
Entry Rate - Probationary Period First Sixty (60) working days	\$12.27	\$12.27	\$12.27
Skill Level 1 - Basic Level Automatic after Probationary Period	\$13.30	\$13.30	\$13.30
Skill Level 2 -Intermediate Level (Min. 250 working days req'd.)	\$14.60	\$14.60	\$14.60
Skill Level 3 -Full Team Member (Min. 500 working days req'd)	\$16.40	\$16.40	\$16.40
Skill Level 3a - (3 years req'd)*	\$16.90	\$17.20	\$17.45
Skill Level 3b - (4 years req'd)*	\$17.20	\$17.50	\$17.75
Skill Level 3c - ( 5 years req'd)*	\$17.50	\$17.75	\$18.05
Skill Level 3d - (6 years req'd)*	\$17.75	\$18.10	\$18.35
Skill Level 3e - (7 years req'd)*	\$18.00	\$18.30	\$18.60
Skill Level 3f - (8 years req'd)*	\$18.20	\$18.55	\$18.85
Skill Level 3g - (9 years req'd)*	\$18.40	\$18.75	\$19.10
Skill Level 3h - (10 years req'd)*	\$18.60	\$18.95	\$19.30
Skill Level 3i - (11 years req'd)*		\$19.15	\$19.50
Skill Level 3j - (12 years req'd)*			\$19.70
	<u>4/2/05</u>	<u>4/2/06</u>	<u>4/2/07</u>
Skill Level 4 - Leadership Level* (Min. 750 working days req'd)	\$19.80	\$20.35	\$20.90
			3/31/08 \$21.10
Skill Level 5 - Advanced Leadership Level (Min. 1,000 working days req'd)	\$20.80	\$21.10	\$21.40

See Following Notes\*

- \* All advancements to Skill Level 2 will be determined by a Joint Evaluation Committee, based solely on the recommendations of the individual's Team Leader.
- \* All advancements to Skill Level 3 will be determined by a Joint Evaluation Committee based on recommendations of TSW management and the individual's Team Leader.
- \* All advancements within Skill Level 3 are to be contingent on the employee meeting the following criteria:
  - A) Employees must have an 90% attendance rate, excluding holidays, to be entitled to the rate on their anniversary date, OR

B) Employees with less than 90% attendance but more than 80% attendance will be entitled to the rate when they have the equivalent amount of working days completed.

C) Employees must not have a performance problem dealing with significant equipment damage or product/material loss during the year for which they have been formally dealt with through the discipline process.

- \* Team Leaders rate will be \$1.40/hr above the highest Level 3 rate, effective April 1 each calendar year.
- \* Assistant Team Leaders will receive an additional \$1.00/hr on top of their regular rate of pay when they assume the Team Leaders role for more than two hours.
- \* Steve Arstad's wage will remain frozen at its current level of \$18.97 until it is surpassed by the rate provided for his corresponding experience level.
- \* A joint committee made up of TSW management and team leaders will meet to review any situation in which an employee does not meet the above criteria for advancement.

<u>MAINTENANCE TEAM MEMBERS</u>	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
Skill Level 3 - Maintenance Ticketed tradesperson	\$22.39	\$22.46	\$22.46
Skill Level 4 -Maintenance Leader Dual Ticketed tradesperson Electrical and Millwright	\$23.14	\$23.21	\$23.21
Skill Level 5 Advanced Maintenance Leader (Min. 1000 working days req'd)	\$28.00	\$28.50	\$29.00

- \* An additional allowance of eighty eight dollars (\$88.00) will be available based the abilities and skills of the individual in this position as determined by the company.
- \* Employees must have an 80% attendance rate, excluding holidays.
- \* Employees must not have a performance problem dealing with significant equipment damage or product/material loss during the year for which they have been formally dealt with through the discipline process.

Signed this ..... Day of ..... 2005

**Steelworkers Local 1-423**

**TSW Laminating Ltd.**

.....

.....

.....

.....

.....

.....