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EFF.	92	04	17
TERM.	94	04	16
No. OF EMPLOYEES	285		
NOMBRE D'EMPLOYÉS	285		

THIS AGREEMENT entered into this 20th day of MAY, 1992

BETWEEN:

The Canadian Woodwork Manufacturers Association ("C.W.M.A.") on behalf of those members listed on Appendix "B"

(hereinafter known as the "Employer")

- and -

Carpenters and Allied Workers, Local 1072 - United Brotherhood of Carpenters and Joiners of America

(hereinafter known as the "Union")

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Employer's business.

ARTICLE 2 - AREA COVERED BY AGREEMENT

2.01 This Agreement shall apply to all manufacturing of store fixtures and display units performed by the Employer in its plant and/or plants in the following area:

"Counties of Halton, Peel, Ontario and York which includes the area known as Metropolitan Toronto."

ARTICLE 3 - RECOGNITION AND RELATIONSHIP

3.01 The Union is recognized as the sole exclusive bargaining agent for the employees in the bargaining unit described as follows:

"All employees of the Employer, save and except non-working foremen, persons above the rank of non-working foremen, and the office and sales staff."

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ARTICLE 4 - UNION SECURITY

4.01 All present employees within the bargaining unit on the effective date of this Agreement and every new employee upon completion of his probationary period of thirty (30) calendar days, shall join the Union and remain a member of the Union in good standing as a condition of continued employment with the Employer, subject always to the provisions and protections of the Labour Relations Act in this matter.

4.02 The Employer agrees during the term of this Agreement to deduct from the wages of each employee in the bargaining unit who has completed his probationary period, an amount equal to the regularly authorized Union dues and assessments when authorized in writing by the Union. Assessments shall be deducted from the pay period following or within one (1) week of receipt of an assessment notice, whichever is longer.

4.03 Such Union dues and assessments as have been deducted, along with the names of the employees from whom deductions were made and the amounts so deducted, shall be remitted to the Financial Secretary of the Union not later than the 15th day of the month following the month in which the deductions were made.

4.04 The Employer agrees during the term of this Agreement to deduct from the wages of each employee in the bargaining unit who has completed his probationary period, ten cents (10¢) per hour worked for each employee and the Employer shall remit such Union dues to the Financial Secretary of the Union not later than the 15th day of the month following the month in which the deductions were made.

4.05 The Employer further agrees that it will deduct from the wages of every new employee hired after the signing date of this Agreement, upon completion of his probationary period, an amount equal to the regularly authorized Union

initiation fee. The Employer will receive an authorization signed by each employee concerned indicating the amount and schedule of deductions to be made. The amounts so deducted shall be remitted to the Financial Secretary of the Union along with the Union dues for that month.

4.06 Upon written notification from the Union, the Employer agrees to deduct back dues from employees.

4.07 The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions that may be made under this article.

ARTICLE 5 - SHOP STEWARD

5.01 The Employer recognizes the right of the Union to appoint one (1) or more stewards according to the size of the bargaining unit as follows:

- Up to 60 employees in the bargaining unit - 1 steward.
- 60 to 150 employees in the bargaining unit - 2 stewards, each representing separate shop areas.
- More than 150 employees in the bargaining unit - 3 stewards, each representing separate shop areas.

5.02 Steward(s) will be appointed from employees in the bargaining unit who have completed their probationary period and each will assist the employees within their area of shop responsibility in presenting grievances as set forth in article 9.

5.03 The Union shall keep the Employer informed in writing of the name of the steward or stewards and the effective date of appointment.

5.04 The Union acknowledges that a steward has his regular duties to perform on behalf of the Employer and that he will not leave such duties without receiving permission from his foreman or supervisor, such permission shall not be unreasonably withheld. He shall state his destination to his foreman or supervisor and report when he returns to his regular duties. With this understanding, the Employer will compensate the steward for time spent during regular working hours by him in handling grievances in accordance with provisions of the Collective Agreement.

5.05 The Employer agrees to direct all newly engaged employees to report to the shop steward before commencing work.

5.06 In the event of lay-offs, the most senior shop steward shall be retained irrespective of his seniority standing, provided that the said shop steward is willing and able to perform the work.

5.07 If an authorized Union representative employed by the Union, wishes to talk in person during regular business hours, about official Union business with a Local Union representative who is an employee of the Employer, he shall advise the Employer's office which shall release the Local Union representative from work without loss of regular pay and permit the representatives to confer privately on the Employer's premises.

ARTICLE 6 - MANAGEMENT OF THE EMPLOYER

6.01 Subject to this Agreement, the Union acknowledges that nothing in this Agreement shall limit the Employer in the exercise of its functions of management under which it shall have the right to:

- (a) Maintain order, discipline and efficiency;

(b) Hire, retire, discharge, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged, disciplined or retired without cause may be the subject of a grievance and dealt with as hereinafter provided; and

(c) Generally to manage the industrial enterprise in which the Employer is engaged and without restricting the generality of the foregoing to determine the number of plants, the products to be manufactured, the methods of manufacturing, the schedules of production, kind and location of machines and equipment to be used, processes of manufacturing, the formulating of its products and the control of materials to be incorporated in the products produced and to establish standards of quality and quantity for all equipment and operations.

ARTICLE 7 - STRIKES OR LOCK-OUTS

7.01 There shall be no strikes or lock-outs, as defined by the Ontario *Labour Relations Act*, so long as this Agreement continues to operate.

ARTICLE 8 - DISCRIMINATION

8.01 The Employer and Union agree that there will be no discrimination, coercion or intimidation against any employee because of race, colour, creed, sex, national origin, age, Union membership or Union activity.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

9.01 If an employee or employees has or have any complaint or question which he or they wish to take up with the Employer, it shall be heard without prejudice in the following manner:

The employee shall confer with his immediate supervisor. The Union steward may accompany the employee if he requests his assistance. Any matter not settled at this stage may become the subject of a grievance and dealt with as follows:

Step No. 1 - The grievance of the employee shall be stated in writing on a standard form supplied in triplicate by the Union which shall be completed as indicated on the form and signed by the employee and the steward or a duly authorized representative of the Union. One copy of the grievance shall be forwarded to the General Manager. The form will then be presented to the Plant Superintendent who will state his decision within two **(2)** working days.

Step No. 2 - (i) If the decision of the Plant Superintendent is not satisfactory, the steward or a duly authorized representative of the Union may then appeal the decision in writing within three **(3)** working days to the General Manager or his appointee. The matters shall then be discussed with the steward. This meeting shall take place not later than three **(3)** working days after receipt of the appeal from the Superintendent's decision. The Union shall have the right to have a duly authorized representative of the Union present at this meeting of the Steward and management. The management shall give their decision in writing to the Union within two **(2)** working days after the close of the meeting. If the management's decision at this stage is not satisfactory to the Union, then the grievance may be referred to arbitration as hereinafter provided.

(ii) Any differences arising directly between the Employer and the Union may be submitted in writing by either party at Step # 2 hereof and the time limits provided under the applicable provisions of the grievance procedure shall appropriately apply to both parties. Where a number of employees have identical grievances, the Employer agrees to accept a group grievance at Step # 2 provided each employee grieving signs the grievance.

(iii) Any times in the grievance or arbitration proceedings may be extended by mutual agreement.

(iv) It is mutually agreed that no grievance will be considered the alleged circumstances of which originated or occurred more than two (2) calendar weeks prior to the original presentation.

(v) A grievance which has not been entered into the arbitration stage within ten (10) days after the answer has been received shall be deemed to have been withdrawn unless written arrangements to the contrary have been received.

(vi) Unless otherwise specified in this Agreement, Saturdays, Sundays and statutory holidays shall not be counted in determining the time within which any action must be taken under the grievance and arbitration provisions. It is further understood and agreed that the time limits set out in the Grievance and Arbitration Procedure may be extended by written agreement between the Employer and the Union.

(vii) The Employer agrees to recompense the employee if applicable by base rate for reasonable amount of time spent in dealing with grievances. This is only to apply to time dealing with grievances in the plant during the employee's regular working hours and does not include time spent on grievances after they have reached the arbitration stage.

9.02 Arbitration

(a) When either party to this Agreement desires to submit any grievance to arbitration, written notice shall be given to the other party within ten (10) working days formally stating the subject of the grievance and at the same time naming the arbitrator. Within five (5) days after receipt of this notice, the other party shall name an arbitrator. The arbitrators representing the two (2) parties shall immediately endeavour to agree upon a Chairman for the Arbitration Board. Failing; such agreement, they shall request a panel of

arbitrators from the Office of Arbitration of Ontario and failing agreement on a Chairman from such panel, the appointment of a Chairman shall be made by the Office of Arbitration.

(b) As soon as the Arbitration Board is completed by the selection of a Chairman, it shall meet and hear the evidence and representation of both parties and shall render a decision as soon as possible.

(c) The decision of the majority of the Arbitration Board shall be final and binding upon both parties to this Agreement and upon any employee affected by it.

(d) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms or provisions of this Agreement.

(e) Each of the parties hereto will bear jointly the expenses of the Chairman and each will bear the expenses of his own appointee.

9.03 Discharge and Suspension Cases

(a) The Employer shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step # 2 of the Grievance Procedure within five (5) working days. Warning shall be given in writing or in the presence of a shop steward.

(b) If it is determined or agreed at any step in the grievance procedure or decided by a Board of Arbitration that any employee has been suspended or discharged unjustly, the employee shall be:

- (i) Reinstated with payment to him for such time lost due to the discharge or suspension and with full seniority at his regular rate of pay for his normally scheduled work for such period, less any amounts of money earned by the employee during such period; and
- (ii) Redressed by any other arrangement which may be deemed just and equitable.

ARTICLE 10 - SENIORITY

10.01 The Employer recognizes that job opportunity and security in the bargaining unit should increase in proportion to length of service. It is therefore agreed that in all such cases of vacancy, promotion, transfer, lay-off, recall, or termination, senior employees shall be entitled to preference.

10.02 In recognition of the responsibility of management for the efficient operation of the plant, the ability of employees to perform work in their classification will be graded into levels 1 and 2. Grade 1 shall be those of highest ability, Grade 2 being second highest. Worker's grades will be reviewed for upgrading, in the presence of the shop steward, upon completion of their probationary period. All other grading to be reviewed between June 15th and July 31st and between January 1st and February 15th.

10.03 Seniority of each employee covered by this Agreement shall be established after a probation period of thirty (30) calendar days and shall count from date of employment with the Employer on a plant-wide basis. Seniority shall be maintained and accumulated during:

- (a) Absence due to lay-off;
- (b) Sickness or accident; and
- (c) Authorized leave of absence.

10.04 Lay-off shall be in order of least seniority within each classification beginning at Grade 2 and progressing upward to Grade 1 as necessary, provided that any Grade 2 employee who has more than five (5) years seniority shall be considered a Grade 1 for the purpose of this article only. Employees who are subject to lay-off under this article and who have more than five (5) years seniority, shall have the right to exercise their seniority on a plant-wide basis provided they have the skill and ability to perform the work required at the time of lay-off.

10.05 An employee shall lose his seniority standing and be deemed to have quit for any of the following reasons:

- (a) If the employee voluntarily quits the employ of the Employer;
- (b) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) If the employee is laid off and fails to return to work within five (5) days after he has been notified to **do** so by the Employer by Registered Mail to his last known address;
- (d) Is on lay-off for lack of work for a period of more than twelve (12) consecutive months; and
- (e) Is absent for three (3) working days without notifying the Employer, or, fails to return to work at the end of an authorized leave of absence.

10.06 The Employer shall maintain a seniority list for the plant, a copy of such list shall be posted for employee inspection and a copy shall be provided to the Union. This list shall be updated semi-annually.

10.07 Probationary Employees

The probationary period for new employees shall be thirty (30) calendar days during which time they are to be considered as temporary employees only, and during this period they have no seniority rights. It is understood that no grievance may be processed in connection with the termination of a probationary employee. Upon completion of thirty (30) calendar days probationary service, such employee, if retained in the employ of the Employer, shall be entitled to seniority standing from the day of commencing work.

10.08 Lay-off Notice

In the event of lay-off due to lack of work, the employees affected shall be given one (1) days paid notice. The Union steward(s) shall be informed in writing immediately prior to such notice of pending lay-off listing the affected employees.

10.09 When new employees are required, the Employer agrees first to contact the Union office for help.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

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

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

11.03 The starting time for the day shift shall be either 7:30 a.m. or 8:00 a.m.

11.04 The starting time of the second shift shall be between 3:30 p.m. and 6:30 p.m.

11.05 The starting time of the third shift shall be between 11:00 p.m. and 1:30 a.m.

11.05(a) Overtime will be paid only for hours worked in excess of forty (40) hours in a basic work week. If the basic work week includes a statutory holiday the basic work week will be reduced to thirty two (32) hours and any hours worked in excess of thirty two (32) will be paid as overtime. If the basic work week contains more than one statutory holiday, the basic hours worked will be reduced accordingly and any hours worked in excess of the basic work week as reduced will be paid as overtime.

11.06 The unpaid lunch period shall be thirty (30) minutes during the fourth and fifth hours of each shift.

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

11.08 Departmental shift work shall be on a calendar month rotating basis, except where employees have been hired for continuous second or third shift work. Such shift employees shall have preference in filling vacancies which provide day shift rotation.

11.09 Shift premium shall be 25¢ per hour for the second shift and 35¢ per hour for the third shift. It is understood and agreed however that shift premium 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.

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

11.11 The Employer agrees to give notice of overtime as far in advance as is practical. All overtime shall be voluntary and overtime shall be first offered to the employee regularly doing the job.

11.12 If an employee during the regular working day (8 hours) is required to commence work prior to or after his shift, such hours worked shall be considered overtime and shall be paid for at the rate of time and one-half the employee's regular hourly rate. A reasonable meal or an allowance of five dollars (\$5.00) shall be provided by the Employer to all employees required to work more than ten (10) hours in any shift without prior notice.

11.13 All Saturday work shall be paid for at the rate of time and one-half the employee's regular hourly rate.

11.14 All work performed by an employee on Sunday shall be paid for at twice the employee's regular hourly rate.

11.15 All hours worked by an employee on any holiday listed in this Agreement shall be paid at one and one-half times the employee's regular hourly rate, plus the regular holiday pay.

11.16 Reporting Allowance

Employees who report for work at the regular starting time when they have not been notified previously not to do so, and for whom regular work is not available, shall be provided with four (4) hours work or four (4) hours pay in lieu thereof at their regular straight time hourly rate. Any employee so affected shall take such temporary work as is available in order to qualify for his four (4) hours pay. This clause will not apply if work is not available as the result of causes beyond the reasonable control of the Employer.

11.17 Emergency Call-In Pay

An employee who has left the Employer's premises and who is called in to work outside of his regular scheduled hours shall be paid at the rate of time and one-half his regular rate for all work performed with a minimum of three (3) hours pay at his regular straight time hourly rate, provided he has completed his previously scheduled regular eight (8) hour shift, and except to the extent that this three (3) hour period overlaps and extends into his regular shift, in which case the employee shall receive only time and one-half for all hours actually worked prior to the commencement of his regular shift.

ARTICLE 12 - HOLIDAYS

12.01 All employees shall be paid for and shall not be required to work on the following holidays:

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

12.02 If any of the above holidays falls 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 steward.

12.03 **As** well as the nine (9) holidays listed above, two (2) additional holidays will be granted annually and observed during the period of the week before Christmas day through the week following New Year's day.

12.04 It is understood that an employee shall receive pay for each of the above eleven (11) holidays at his current rate multiplied by eight (8) hours provided that he shall have worked his scheduled workday prior to and his scheduled workday immediately following said holiday or holidays, unless the employee's absence on either of such days is due to certified illness of the employee or absence due to vacation, death in the immediate family, jury duty, crown witness or witness at a coroner's inquest.

12.05 In the event one (1) or more of the paid holidays occurs during the employee's vacation, he shall be paid for the holiday(s) in addition to his vacation with pay.

12.06 If and when enacted, Heritage Day will be recognized as the twelfth holiday and will be subject to all of the foregoing conditions.

12.07 An employee required to work on the Saturday of a long weekend holiday shall be paid double time for all hours worked.

ARTICLE 13 - VACATIONS

13.01 Any employee with one (1) or more years of service shall receive two (2) weeks vacation with pay of 4% of his gross earnings.

13.02 Any employee with five (5) or more years of service shall receive three (3) weeks vacation with pay of 6% of his gross earnings.

13.03 All employees with eleven (11) years of service but less than fifteen (15) years of service shall receive three (3) weeks vacation with pay of 7% of his gross earnings.

13.04 All employees with fifteen (15) years or more of service shall receive four (4) weeks vacation with pay of 8% of his gross earnings.

13.05 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.

13.06 Vacations 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 request in writing with three (3) months advance notice.

13.07 "Carpenters Industrial Vacation Pay Trust Fund." The Employer agrees to participate and pay to the Carpenters Industrial Vacation Pay Trust Fund the percentages described in Article 13 on a monthly basis on behalf of the employees in the bargaining unit in the following manner:

Effective April 17th, 1986, the Companies shall prepare monthly reports showing the names of all employees in an alphabetical order, showing their social insurance number, the number of hours earned for that month, their rate of pay and the percentage of vacation pay being remitted on an individual basis.

13.08 The monies shall be remitted by the Employer to the administrator of the fund designated by the Union, not later than the 15th day of the month following the month in which the vacation pay was accrued. Failure on the part of any Employer to make such remittances, post marked, by the 15th day of the month due, will result in a penalty of two per cent (2%) interest per month or portion thereof.

13.09 Vacation pay shall be paid from the fund in June of each year, or at such other time as determined by the Trustees of the fund.

13.10 The interest accrued from the money in the vacation pay trust fund shall be used as follows and in the following order of priority:

- (1) To defray the cost and expense of administering the vacation pay;
- (2) To make good vacation pay and contributions defaulted by an Employer in accordance with the provisions of the vacation pay fund agreement and declaration of trust; and
- (3) To accrue to the benefit of the membership on whose behalf the monies are contributed on an annual basis, provided that at all times a proper reserve be maintained in the fund as determined by the Trustees.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 An employee will be allowed a thirty (30) day leave of absence without pay for personal reasons if: (1) He requests it in writing from the management, and (2) The leave is for good reason and does not interfere with operations, except in emergency situations when leave shall be granted regardless.

14.02 A leave of absence will be extended for additional thirty (30) day periods if there is good reason and management and the Union mutually agree. The employee must request the extension in writing before his thirty (30) day leave is up.

14.03 The Union will be notified of all leaves granted under this section.

14.04 Any leave of absence will be in writing and during such leave an employee shall not lose seniority providing leave of absence is used for the purpose granted. An employee shall lose all seniority and be deemed to have quit if he fails to return to work upon the termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given.

14.05 The Employer will grant leave of absence without pay to no more than two employees for not more than two weeks to serve as delegates of the Union for transaction of Union business.

14.06 It is understood that any leave of absence is subject to reasonable notice being given to the Employer and in the event of any such leave of absence being used for something other than the purpose granted, the employee is subject to dismissal.

ARTICLE 15 - COMPASSIONATE LEAVE

15.01 The Employer shall grant up to three (3) days compassionate leave with pay to each employee who has one or more years of service with the Employer; said compassionate leave shall be for the purpose of making arrangements for or attending the funeral in the event of a death suffered by the employee in his immediate family; immediate family is recognized as wife, husband, children, father, and mother. Up to two (2) days of compassionate leave with pay will be granted for attending the funeral in the event of death suffered by the employee's sister, brother, father-in-law or mother-in-law. One (1) day of compassionate leave with pay will be granted for attending the funeral in the event of death suffered by the employee's grandchildren or grandparents.

ARTICLE 16 - TRANSFERS

16.01 Transfer to Other Positions

If an employee is or has been transferred to a position which is outside of the bargaining unit as defined herein, said employee shall retain his seniority and continue to accumulate seniority for a period of six (6) months; if during this six (6) month period the employee is transferred back to the bargaining unit, the said employee shall retain all accumulated seniority.

16.02 Temporary Transfer

If an employee substitutes in any department on any job for three (3) or more days during the absence of another employee, he shall receive the job rate retroactively for the three (3) days and for any additional days worked while continuing in the job, or he shall receive his regular rate, whichever is greater. This provision shall not apply to an employee who from time to time is selected to drive a truck, but who is not regularly classified as a truck driver, except that he shall continue to be paid the rate he is receiving in his regular classification.

ARTICLE 17 - PAY ON DAY OF INJURY

17.01 An employee hurt in an industrial accident shall be paid for the time lost on the day he was injured at his regular daily earnings. The Employer shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or disease.

17.02 It is not the intent of the above provisions to make the Employer responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

ARTICLE 18 - BULLETIN BOARD

18.01 The Employer agrees to provide the Union with a bulletin board in the plant for the purpose of posting information relating to the Union's legitimate business. All materials posted shall be approved and initialled by the shop steward and management.

ARTICLE 19 - HANDICAPPED EMPLOYEES

19.01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Employer to give the handicapped employee such suitable employment as is available.

ARTICLE 20 - UNION LABEL

20.01 It is hereby understood and agreed by the Company and the Union that an application shall be made for the union label to the first general vice-president of the United Brotherhood of Carpenters and Joiners of America. If the application is approved and the union label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Company's products, it is understood and agreed that the label shall remain the property of the United Brotherhood of Carpenters and Joiners of America and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America and that said union label shall at no time be used in a manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said label may be withdrawn from the mill, shop, factory or manufacturing establishment of the Company at anytime at the discretion of the International Union.

20.02 Said Union labels shall be provided free of charge to the Employer in the form of a rubber stamp.

20.03 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved and the Union label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the label shall remain the property of the United Brotherhood of

Carpenters and Joiners of America and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood, and upon evidence that said Union Label is being used in a manner detrimental and harmful to the members of the United Brotherhood of Carpenters and Joiners of America, then the use of said Label shall immediately be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer.

ARTICLE 21 - INSTALLATION

21.01 It is understood that 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 plant and/or plants. Where such installation is made within the geographical area covered by this Agreement, such assignment on a job site shall not exceed two (2) employees plus one (1) foreman where deemed necessary by the Employer (all of whom shall be Union members in good standing).

21.02 Employees assigned to such installation work on a job site shall be supplied with an installation permit, to be issued without charge by the Union steward, who shall send a copy of such permit to the Union and to Local 1072. Following completion of the installation assignment, the original permit shall also be sent by the Union steward to the Union and an appropriate notice to Local 1072.

21.03 Where such installation is made within the geographical area covered by this Agreement, installer employees shall be paid the appropriate rates of pay as provided in the Collective Agreement between Local 1072 and the General Contractors' Section of the Toronto Construction Association.

21.04 When installers from the shops are sent out to install outside the geographical area covered by this Agreement, they shall be paid the appropriate rates

of pay as provided in the Collective Agreement between Local 1072 and the General Contractors' Section of the Toronto Construction Association, plus travelling time, mileage or train fare and living expenses as provided in this Agreement.

21.05 Where the Employer requires employees for installation beyond the numbers provided herein, they shall be hired through the office of Local 1072. If after two (2) working days notice, Local 1072 fails to supply such qualified installation carpenters, the Employer shall be entitled to assign such additional employees covered by this Agreement (who shall be Union members in good standing), as are required to complete the installation on the job site, subject to the supply of an installation permit as provided for in this Article.

ARTICLE 22 - TRAVEL OUT OF TOWN

22.01 The Employer agrees to pay (at straight time rates) for all actual time spent on any day in travelling to and from any job outside of the Metropolitan Toronto area; this travelling time pay shall not exceed eight (8) hours in any twenty-four (24) hour period. If the job is a distance of two hundred and fifty (250) or more miles from the Toronto City Hall and is of a duration of one (1) or more months, the employee shall be entitled to proceed to his home once per month and shall be paid for such travelling to and from his home in accordance with that as stated earlier herein.

22.02 All employees of the Employer employed on work outside of the Metropolitan Toronto area shall have all reasonable transportation and living expenses incurred, paid by the Employer; this to be paid upon presentation of bills by the employee incurring same and shall be limited to coach class return rail fare and fifty dollars (\$50.00) per day living expense plus the actual cost of room accommodation approved by the Employer.

22.03 The Employer shall reimburse employees for expenses incurred when required to travel, in a manner approved by the Employer to and from a job site other than the Employer's plant. Whenever an employee is requested and voluntarily agrees to use his automobile to transport himself to and from work, he shall be reimbursed at the rate of twenty-two cents (22¢) per kilometer for each and every kilometer travelled. Expenses shall include parking expenses. When employees are required to travel into the core of Metropolitan Toronto, "core" being that area recognized by Carpenters, Local 1072 and the C.W.M.A., expenses for the use of a personal automobile will only be reimbursed on the basis of one automobile being used for each four (4) employees at a contract job site.

ARTICLE 23 - JURY DUTY AND CROWN WITNESS OR CORONER'S INQUEST

23.01 An employee who has completed his probationary period and who is required to serve as a juror or crown witness or at a coroner's inquest as a result of which he is unable to perform his regular days work shall be entitled to receive for each day of absence, the difference between his regular straight time hourly rate for all hours lost and the amount of fee received, provided he furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of fee received.

ARTICLE 24 - HEALTH AND WELFARE

24.01 The Employer agrees to contribute to the "Carpenters Union (Industrial Division) Benefit Trust" for each employee in the bargaining unit from the date of ratification until April 16th, 1994, one dollar and thirty cents (\$1.30) per hour for each hour earned - defined as straight time and overtime hours worked, paid statutory holiday hours, paid vacation hours, paid bereavement leave hours and hours served in jury duty and crown witness or coroner's inquest leave.

24.02 The monies shall be remitted to the administrator of the fund designated by the Union not later than the 15th day of the month following the month in which the hours have been earned. Failure on the part of any Employer to make such remittances postmarked by the 15th day of of the month due will result in a penalty of two per cent (2%) interest per month or portion thereof.

24.03 The funds of said "Benefit Trust" shall be administered by Trustees appointed in equal numbers by the Union and by the participating Employers.

ARTICLE 25 - WAGES - CLASSIFICATIONS

25.01 The schedule of job classifications and rates of pay applicable thereto are attached hereto as Appendix "A".

ARTICLE 26 - COST OF LIVING ALLOWANCE

26.01 For the purpose of this Article, Consumer Price Index (CPI) refers to the CPI, Canada, all items (1971 = 100) published monthly by Statistics Canada.

26.02 Following public release by Statistics Canada of the CPI figures for the previous month, payment of the adjustment shall be made on July 15th, 1993; October 15th, 1993; January 15th, 1994; April 15th 1994.

26.03 In calculating the payment due in July 1993, the CPI for June 1993 shall be compared with the CPI for March 1993. The number of points increase in the CPI in that quarter (April, May and June) shall be compared with the base established by the CPI figure for March 1993 to determine the cost of living adjustment applicable in July 1993.

26.04 The method of calculation used in section 26.03 above shall be used for each subsequent cost of living adjustment.

26.05 The cost of living adjustment shall be equal to one cent (1¢) per hour for each full 0.3 of a point change in the CPI and shall be folded in and become part of the employee's regular rate for all purposes.

26.06 In the event that Statistics Canada changes the base (1971 = 100) upon which the CPI is presently calculated, the cost of living adjustment shall be calculated on the basis of the index as it would have been if the change had not taken place.

26.07 If the CPI falls in the subsequent base below the base established in the previous quarter, there shall be no cost of living adjustment.

ARTICLE 27 - COPIES OF AGREEMENT

27.01 The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, both parties agree to share the cost equally in printing the Agreement and all employees will receive a copy.

ARTICLE 28 - APPRENTICESHIP

28.01 In recognition of the need to develop skilled tradesmen in the industry, the Employer agrees that any apprentices hired during the term of this Agreement shall be hired under the terms and conditions of this Agreement and also the provisions and regulations of the Apprenticeship and Tradesmen's Qualification Act.

28.02 All apprentices shall be registered with the Company and the Union. A local apprenticeship committee shall be established by the parties and said committee shall have full power over entry qualifications, examinations, training, education, discipline and movement of all apprentices.

28.03 Effective April 17th, 1989, the Employer agrees to participate in an apprenticeship program through a contribution of four cents (4¢) per hour for each hour earned for all employees in the bargaining unit. Contributions shall be remitted monthly to the apprenticeship and training fund of Local 1072, not later than the 15th day of the month following the month in which the hours were earned.

28.04 Wages for apprentices shall be based on the following schedule:

1st six months	-	55% of journeyman's rate
2nd six months	-	60% of journeyman's rate
3rd six months	-	65% of journeyman's rate
4th six months	-	70% of journeyman's rate
5th six months	-	75% of journeyman's rate
6th six months	-	80% of journeyman's rate
7th six months	-	85% of journeyman's rate
8th six months	-	90% of journeyman's rate

Upon successful completion of the foregoing apprenticeship term, full rate shall apply.

28.05 An apprentice shall be expected to provide for his own use such hand tools as are necessary to perform the work required of him.

28.06 Effective June 4, 1986, the Employer agrees to use its best effort to employ apprentices in accordance with plant requirements.

28.07 The percentages in Article 28.04 shall be based on the current first class Cabinet Makers rate and all apprentices shall be paid accordingly. Upon becoming a journeyman, an employee will be paid the second class journeyman's rate for a period of 12 months at the completion of which the employee will be paid at the first class cabinet makers rate.



ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 Each Employer party to this Agreement, regardless of the number of employees, shall establish a Committee in accordance with the *Occupational Health and Safety Act*. The composition of the Committee, its powers and function shall be as prescribed under the Act.

29.02 Any matter in dispute arising from the functioning of the Committee shall be resolved in accordance with the remedies provided under the Act.

29.03 Effective April 17, 1993, employees who provide an original receipt for their own safety shoes will be reimbursed by the employer up to a maximum of One Hundred Dollars (\$100.00), inclusive of any and all taxes or duties paid, once per calendar year.

29.04 The Association agrees to abide by the federal, provincial and municipal laws, by-laws and legislation.

ARTICLE 30 - PRECEDENCE OF AGREEMENT

30.01 This Agreement shall supercede all previous Agreements entered into by the parties.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall become effective as of April 17, 1992 and shall continue in effect until April 16, 1994, and from year-to-year thereafter, unless either party gives to the other party, within ninety (90) days prior to this termination date or any subsequent termination date, notice to terminate or change this Agreement. All changes to language to be effective on date of ratification.

ARTICLE 32 - CANADIAN WOODWORK MANUFACTURERS ASSOCIATION

32.01 The Association agrees to provide the Union with a list of names of their members which will be attached hereto as Appendix "B" and shall form part of this Agreement.

ARTICLE 33 - INDUSTRY FUND

33.01 Each Employer bound by this Collective Agreement shall contribute two cents (2¢) per hour worked by each employee covered by this Agreement for the purpose of serving and promoting the interests of the industry and remit such contributions to an administrator to be designated, not later than the 15th day of the month following the month for which such hours were worked.

ARTICLE 34 - PENSION FUND

34.01 The Employer agrees to contribute to the Carpenters Industrial Pension Trust Fund for each employee in the bargaining unit from April 17th, 1992 until the completion of the term of the Agreement, sixty cents (60¢) per hour for each hour earned - defined as straight time and overtime hours worked, paid bereavement leave hours and hours served in jury duty and crown witness or coroner's inquest leave.

34.02 The money shall be remitted to the administrator of the fund as designated by the Union not later than the 15th day of the month following the month in which the hours have been earned. Failure on the part of any Employer to make such remittances by the 15th day of the month due, will result in a penalty of two per cent (2%) interest per month or portion thereof.

ARTICLE 35 - SEVERANCE PAY

35.01 Severance pay where it applies shall be paid to all employees in accordance with the provisions of the *Employment Standards Act*.

SIGNED AT TORONTO, ONTARIO, this 30 day of NOV, 1992.

SIGNED FOR THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

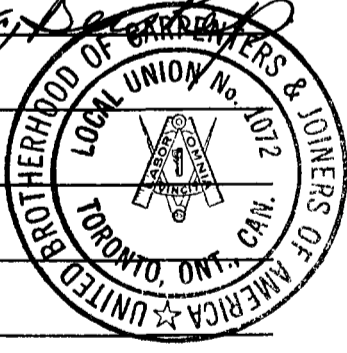
SIGNED FOR CARPENTERS AND ALLIED WORKERS, LOCAL 1072 - UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Terry J. Mooney

Joe Leonard

Antonio Francis

[Handwritten signature]



APPENDIX "B"

CANADIAN WOODWORK MANUFACTURERS ASSOCIATION

Georgetown Store Furniture Ltd.

Jas. F. Gillanders Company Ltd.

K & F Store Fixtures Ltd.

Wakely and Company Ltd.

A. Schniffer Interiors

APPENDIX "A"
WAGES AND CLASSIFICATIONS

EFFECTIVE APRIL 17TH, 1992

CLASSIFICATION		WAGES
Trimsawyer	1	\$17.86
Cabinet Maker	1	\$17.86
Finisher	1	\$17.86
Trimsawyer	2	\$16.88
Cabinet Maker	2	\$16.88
Finisher	2	\$16.88
Machine Hand	1	\$16.62
Machine Hand	2	\$16.31
Assembler	1	\$16.62
Assembler	2	\$16.15
Helper/Glueman		\$15.74
Truck Drivers		\$15.51
Labourers		\$15.15
General Factory Labourer		\$11.90
Shipper/Receiver		\$15.80
Stockkeeper		\$15.80

It is understood and agreed that those employees who are presently being paid more than the appropriate rate, shall, during the term of this Agreement, continue to receive the same cents per hour differential, provided that they continue to perform the same work.

Effective April 17, 1993 all first class rates shall be increased by twenty cents (\$0.20) per hour; all second class rates shall be increased by fifteen cents (\$0.15) per hour; all other classifications shall be increased by ten cents (\$0.10) per hour.

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