

COLLECTIVE AGREEMENT

BETWEEN:

PINEHURST STORE FIXTURES INC.
(the "Employer")

-and-

**CENTRAL ONTARIO REGIONAL COUNCIL OF
CARPENTERS, DRYWALL & ALLIED WORKERS
(LOCAL 27)
(the "Union")**

Effective date: November 15, 2004
Expiry date: November 14, 2007

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ARTICLE 1 - PREAMBLE

- 1.01** The purpose of this Agreement is to secure for the Employer, the Union and the employees, the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent the safety and physical welfare of the employees, economy of operation, quality and quantity of output. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 2 - SCOPE

- 2.01** This Agreement shall apply to all employees outlined in the bargaining unit defined in the Certification issued by the Ontario Labour Relations Board:
- "All employees of Pinehurst Store Fixtures Inc. in the City of Brampton and the City of Mississauga save and except supervisors, persons above the rank of supervisors, office and sales staff, installers, persons employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and students participating in a recognized cooperative placement program provided each placement runs for a maximum of four (4) months and there are no more than four (4) students at any given time."
- 2.02** The Employer recognizes the Union as the sole collective bargaining agency for all employees of the Employer in the bargaining unit defined above.
- 2.03** The Employer shall not contract out bargaining unit work if it would result in, or prolong, the lay off of employees in the bargaining unit, unless mutually agreed between the Union and the Employer, or where, in the case of the Glass Cutter, Welder I & II, Veneer Stitcher/Cutter or Metal Polisher classifications the employer, at it's sole discretion determines that such sub-contracting of work is more efficient or cost effective.
- 2.04** Supervisors may perform bargaining unit work provided it does not result in the lay-off or reduction of regular hours of employees in the bargaining unit.
- 2.05** In the event the Employer decides to create a new classification, it will notify the Union of the classification, the proposed wage rate and progression. The Employer agrees to meet with the Union and discuss the new classification and wage rate prior to the issuance of the job posting regarding the new classification. If the Union disagrees with the proposed wage rate and/or progression for the classification, it may file a grievance in accordance with Article 8 at Step 3 of the grievance procedure.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union recognizes and acknowledges that the management of the plant and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee that has been discharged or disciplined without cause may be subject of a grievance and dealt with as hereinafter provided;
 - b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire employees or select employees for positions excluded from the bargaining unit;
 - c) determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of shifts; determine the methods and

processes to be employed, job content, quality and quantity standards, the establishment of work or new job classifications; or changing existing ones, the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods of processes: decide on the number of employees needed by the Employer at any time, when overtime shall be worked, the determination of financial policies, including general accounting procedures and customer relations;

d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

3.02 The Employer agrees that it will not exercise its function in a manner inconsistent with the provisions of this Agreement.

3.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the plant rules, or any of the provisions of this agreement, may be cause for dismissal of an employee. The employee shall have the right to lodge a grievance as herein provided in this Agreement.

3.04 All warning letters shall be rescinded after a period of twelve (12) months and such notice shall not be used against the employee thereafter.

ARTICLE 4 - STRIKE OR LOCKOUT

4.01 There shall be no strikes or lockouts as defined by the Ontario Labour Relations Act, so long as this Agreement continues to operate.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 All present employees within the bargaining unit shall become members of the Union and every new employee, upon completion of the probationary period, shall join the Union as a condition of continued employment with the Employer.

It is understood and agreed that all present employees must remain a member in good standing with the Union as a condition of continued employment with the Employer.

5.02 The Employer agrees during the term of this Agreement to deduct from the wages of all employees in the bargaining unit, whether or not such employees are members or to become members of the bargaining unit, an amount equal to the regularly authorized Union dues. All monies shall be remitted to the financial secretary of the Union, along with a list of names and social insurance numbers, not later than the 15th day of the month following the month in which the deductions were made.

5.03 The Employer further agrees that it will deduct from the wages of new employees, upon completion of the probationary period, an amount equal to the regularly authorized union initiation fee. The amount so deducted shall be remitted to the financial secretary of the Union along with the union dues for that month. The Employer will notify the Chief Steward (or his/her designate) in writing of each employee who completes their probationary period, at the time of completion.

5.04 The Union will indemnify the Employer and save it harmless from any and all claims or demands, which are made against it by any employee as a result of any action taken by the Employer pursuant to the provisions of this Article.

ARTICLE 6 - STEWARDS

6.01 The Employer recognizes the right of the Union to elect or appoint four (4) stewards from among the

employees with more than six (6) months' continuous service to assist employees in presenting grievances to the designated representative of the Employer in accordance with the Grievance Procedure. One of the stewards shall be a Chief Steward. The Union shall keep the Employer informed in writing of the name of the stewards and the effective date of their appointment. The Employer shall not be required to recognize any such stewards or committee members until it has been notified by the Union in writing.

- 6.02** The Union acknowledges that stewards have regular duties to perform on behalf of the Employer, and that a steward will not leave such duties in order to present a grievance under the Grievance Procedure without first obtaining the permission of his immediate Supervisor. Such leave shall not be unreasonably denied.
- 6.03** The Employer agrees that a Steward will not suffer any loss of pay for time necessarily spent during working hours while processing grievances under the Grievance Procedure.
- 6.04** The Employer agrees to direct all newly engaged employees to report to the Chief Steward or his/her designate during his/her first day of employment.
- 6.05**
- a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representative or members because of an employee's membership or non-membership in the Union or activity or lack of activity in the Union.
 - b) There shall be no discrimination as defined by the Ontario Human Rights Code by the Employer or the Union or its members against any employee.
- 6.06** The Employer agrees to recognize a Union Negotiating Committee of up to (3) employees from the bargaining unit. The members of the Negotiating Committee will not suffer any loss of pay for hours spent in negotiations with the Employer up to and including conciliation but not thereafter provided that meetings between the Employer and the Negotiating Committee are held at a time and place mutually agreeable to the Employer and the Union.

ARTICLE 7 - UNION REPRESENTATIVE

- 7.01** Union Representatives may attend the Employer's plant to conduct official union business as follows:
- a) The Union may request permission to visit the plant at least 1 day before the visit which shall not be unreasonably denied.
 - b) The Union Representative may only visit members in the plant during the lunch period and/or at coffee break.
 - c) The visit shall not interfere with or interrupt normal operations.
- 7.02** The designated Union Representative and Union stewards may prepare for grievance meetings in accordance with Article 8 by using a boardroom in the office provided permission is granted, such permission not to be unreasonably withheld.
- 7.03** The Employer agrees that the Union's in-plant committee may have use of the lunchroom, or any other appropriate meeting room, after working hours to conduct its business provided it receives prior permission, such permission not to be unreasonably withheld.
- 7.04** The Employer and the Union agree to convene a Labour/Management Committee made up of the Union's designated Representative and Chief Steward and two Representatives from Management to meet at least twice a year to discuss issues of mutual concern.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02** If an employee or employees has or have any grievance, which he or they wish to take up with the Employer, it shall be heard without undue delay in the following manner:
- STEP 1** - The employee shall confer with his immediate foreman in the presence of the Union steward and all possible efforts shall be made to settle the differences that may arise. Any matter not settled at this stage may become the subject of a written grievance and dealt with as follows:
- STEP 2** - The grievance of the employee shall be stated in writing on a standard form supplied by the Union, which shall be completed as indicated on the form. The form will then be presented to the Plant Manager who will state his decision within two (2) working days of receiving the complaint. If the decision of the Plant Manager is not satisfactory, the steward or a duly authorized Representative of the Union may appeal the decision to a representative of the Employer.
- STEP 3** - The shop steward and the manager of finance and administration or his designate shall meet to discuss the grievance not later than three (3) working days after receipt of the Plant Manager's written decision. The Union shall have the right to have a duly authorized representative of the Union present at this meeting. The manager of finance and administration or his designate shall render a decision in writing within two (2) working days after the close of the meeting. If the grievance is not then settled, then at the request of either party to this Agreement, the grievance may be referred to arbitration.
- STEP 4** - If a settlement of the grievance is not then reached, it may then be dealt with by Arbitration as set forth in Article 9 of this Agreement. Such Arbitration proceedings must be commenced by the aggrieved party within thirty (30) days after the completion of Step 3 above unless an extension is mutually agreed upon by both parties.
- 8.03** A written grievance must be filed with the Employer within ten (10) working days of the occurrence giving rise to the grievance or from when the occurrence ought reasonably to have become apparent.
- 8.04** Any time limits in the grievance or arbitration proceedings may be extended by mutual agreement in writing.
- 8.05** Any employee who has acquired seniority standing and has been discharged by the Employer shall have the right, upon his request and without pay, to submit the circumstances to the Shop Steward for a reasonable period of time before leaving the premises. Permission by the Employer shall not be unreasonably withheld.
- 8.06** During the probationary period, an employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. Probationary employees may grieve that their discipline or dismissal was not for just cause. For the purpose of this Article and Agreement, the standard for disciplining or discharging a probationary employee is as follows:
- a) Just cause for discipline or dismissal of a probationary employee exists where the Employer's decision was not made arbitrarily, in bad faith or discriminatorily.
- 8.07** The Union shall have the right to initiate a grievance of a general nature at Step 3 of the grievance procedure.
- 8.08** Saturday, Sunday, plant holidays, statutory holidays and plant vacation period shall not be included in any

time limits in this section of the Agreement.

- 8.09** It is understood that the Employer may file a written grievance in accordance with this article and such written grievance shall be provided to the designated union representative and the chief steward and shall be filed at Step 3 of the grievance procedure within ten (10) working days of the occurrence giving rise to the grievance or from when the occurrence ought reasonably to have become apparent.

ARTICLE 9 - ARBITRATION

- 9.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated either of the parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the differences or allegations to Arbitration within the time limits referred to above. At this time both parties will attempt to come to agreement on selecting a single arbitrator.
- 9.02** In the event the parties are unable to agree on a single arbitrator the Minister of Labour shall be asked to appoint one.
- 9.03** The cost and expenses of the Arbitration constituted herein shall be borne as to one-half thereof by the Union and one-half thereof by the Employer and any other costs and expenses of or in connection with any such Arbitration shall be borne by the party which incurs the same.
- 9.04** No arbitrator appointed hereunder shall alter, add to, subtract from, modify or amend any part of this Agreement. The decision of the Arbitrator may include a direction to the parties to do or abstain from doing anything necessary or appropriate to give to the true intent and meaning of the decision.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

- 10.01** All discipline, at the level of written warning or more serious discipline, shall be given in the presence of a shop steward. The Employer agrees that disciplinary penalties shall not be imposed unjustly.
- 10.02** All discipline and reasons therefore shall be provided to the employee in writing. A copy of all discipline and reasons therefore, at the level of written warning or more serious discipline, shall be sent to the Union.
- 10.03** In the event of a claim that an employee has been discharged or suspended unjustly, the grievance shall be filed at Step 3 of the grievance procedure, in accordance with Article 8.
- 10.04** Employees and the Union shall be permitted reasonable access to their disciplinary record upon request.

ARTICLE 11 - SENIORITY

- 11.01** Newly hired employees shall serve a probationary period of 60 days worked within twelve (12) months. Upon completion of the probationary period, a new employee shall have his/her seniority dated back 60 days worked. During the probationary period an employee shall be considered as being employed on a trial basis.
- 11.02** Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority while he is actively at work for the Employer after he has completed his probationary period as set out in Article 11.01 above, or during absences approved by the Employer, including lay-off, sickness or accident, leave of absence and pregnancy and parental leave.
- 11.03** The Employer will consider the skill, ability and qualifications of the employee to perform the normal

required work which is available in determining which employee is to be laid off or recalled from lay-off and provided the senior employee possesses the skill and ability and qualifications to perform the normal required work available, he will be the last to be laid off and conversely, the first to be recalled from lay-off. Seniority in this Article will not apply to a lay-off of one (1) day or less. For a lay-off of two (2) days to five (5) days in duration, employees may use their seniority to bump within their classification or bump a junior employee in the general labourer classification. For lay-offs of more than five (5) days, an employee will use his seniority to bump on a plant wide basis.

It is agreed that for layoffs of more than five (5) days, an employee may use his seniority to bump an employee with less seniority in a higher classification provided that the employee has held a position and successfully completed the probationary period in that classification within the three year period immediately preceding the date of the employee's layoff notice.

In the event of lay-off, if an Employee bumps into a lower or higher classification, the Employee shall receive the progression wage rate level of the new classification.

- 11.04** In the event of lay offs, the employees affected shall be given one (1) days paid notice. The union steward shall be informed prior to any such notice pending lay-off to affected employees. Nothing in this article shall be taken as affecting employees statutory notice and/or severance entitlements.
- 11.05** Seniority lists will be supplied to the Union and posted on the bulletin board on a quarterly basis in each year of this Agreement. If an employee does not challenge the position of his or her name on the seniority list within fifteen (15) working days from the date their name first appears on the seniority list, provided they are at work when the list is posted, then they shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted he or she must object to their seniority standing within fifteen (15) working days from the date he or she returns to work.

The Employer agrees to provide the Chief Steward with a list of temporary workers within 1 week of commencing work.

- 11.06** Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- a) if he resigns;
 - b) if he is discharged for just cause and not reinstated through the Grievance Procedure;
 - c) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement.
 - d) if an employee is on lay off for a period of 18 consecutive months or a period of time equivalent to the employee's seniority prior to lay off, whichever is less, but in no circumstances shall such period of time be less than nine (9) months;
 - e) if he is absent from work for more than three (3) consecutive scheduled working days without providing a reasonable excuse.
 - f) if he is absent from work for more than three (3) consecutive scheduled working days without notifying the Company unless the employee has a reasonable explanation for being unable to notify the Company.
- 11.07** When recalling an employee after lay-off, he shall be notified by registered mail and allowed five (5) working days from the date of the notice to report for work and, in the meantime, if an employee is recalled

and is not immediately available for work, other employees in seniority standing may be recalled but will be temporarily employed until the senior employee reports within the five (5) working day period as outlined. It shall be the employee's responsibility to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

- 11.08** Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and the time served in such position shall be included in their seniority standing if they are transferred back into the bargaining unit within six (6) months, unless otherwise mutually agreed provided the employees pay Union dues retroactively up to six (6) months. It is understood that this clause may be used only once per employee.
- 11.09** Shop stewards shall have top plant wide seniority in case of lay-off and shall be retained by the Employer provided the employee possesses the skill, ability and qualifications to perform the required work available. In the event a shop steward is affected by a lay-off and chooses to bump into a lower classification, the steward shall receive the start rate of his/her pre lay-off classification or the start rate of the classification he/she chooses to bump into, whichever is greater.
- 11.10** If the recall is for a term shorter than one month the employee may decline the recall without compromising his seniority or future recall status.

ARTICLE 12 - BULLETIN BOARD

- 12.01** The Employer agrees to provide that Union with a bulletin board in the plant for the purpose of posting information relating to the Union's legitimate business. A key for the bulletin board shall be provided to the Chief Shop Steward.

ARTICLE 13 - HEALTH AND SAFETY

- 13.01** The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness.
- 13.02** There shall be established a Joint Health and Safety Committee composed of a maximum of two (2) employees elected or appointed by the Union and two (2) representatives designated by the Employer. The Committee shall meet in accordance with the Health & Safety Act or more frequently, if necessary.
- 13.03** a) The Employer agrees to pay up to a maximum of \$145.00 once every 18 months per employee who has completed the probationary period for the purchase of safety footwear. The footwear must have a green patch label and contain a steel toe. In order to receive the \$145.00 the employee must provide a receipt to prove the footwear purchase.
- b) Employees requiring prescription safety glasses shall be reimbursed by the company for the cost of prescription glasses up to a maximum of \$100.00 once every 2 years. In order to receive the \$100.00 the employee must provide a receipt to prove the eyeglasses were purchased.
- 13.04** a) The Employer will provide employees classified as Shipper/Receiver, Maintenance Assistant, and Driver with a winter coat.
- b) The Employer will make five (5) winter coats available for employees who work in the shipping area.
- 13.05** The Employer will provide the sprayers, maintenance, press employees and metal shop with coveralls or aprons at their choice.
- 13.06** The Employer shall be responsible for the cleaning of coveralls, aprons and coats provided.

- 13.07 Employees will be granted five (5) minutes, if required, for personal clean up and tool stowage prior to the end of each shift.

ARTICLE 14 - JOB POSTING

- 14.01** a) When a new job classification is permanently created or additional employees are permanently required in an existing job classification, including Lead Hand positions, the Employer will post a notice of vacancy for a period of three (3) working days on the plant bulletin board. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay and the date on which the successful applicant is to commence in the position. An employee who wishes to be considered for the position so posted shall signify his desire by making written application to the person designated on the posting within the three (3) working day posting period aforesaid.
- b) When a job is posted, criteria and testing procedures will be posted so potential candidates will know what is required in order to fill the position.
- 14.02** In filling any posted vacancy under this Article, the Employer will consider the skill, ability and qualifications of the individual to perform the normal required work and, where these are relatively equal between individual applicants, seniority shall govern.
- 14.03** If no acceptable applications are received, the Employer reserves the right to hire:
- a) If there are no qualified applicants and the employer decides to train to fill the position, the employer agrees to post the trainee position in accordance with Article 14.01 and select a training candidate in accordance with Article 14.02.
- 14.04** The Employer shall notify the successful applicant of their appointment to the position within two (2) weeks of the close of the posting.
- 14.05** If the trainee has not demonstrated the ability to perform the work satisfactorily within the training period set out in the job posting, the trainee shall return to his former position and no further postings will be required. The employer will then be entitled to fill the position at its discretion.
- 14.06** Trainees will receive the start rate of the classification or their former rate, whichever is greater, for the duration of the training period set out in the job posting.
- 14.07** In recognition of the time and cost to the Company to train employees, it is agreed that successful applicants to a training posting shall not be permitted to reapply for another posting for a period of nine (9) months except when a new classification is created, whereby all employees shall be eligible to apply.
- 14.08** All successful applicants to posted positions shall be entitled to a trial period of 60 working days, during which they may elect to return to their former position.
- 14.09** If the employer is unable to fill a job vacancy internally, the employer agrees that it will contact the union in order to permit the union to refer qualified members who wish to apply for the vacancy. The union recognizes that any decisions regarding external applicants are at the sole discretion of the employer.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01** a) A normal workday shall be nine (9) hours per day including a half (½) hour unpaid lunch. This does not constitute a guarantee of hours per day.

- b) The normal workweek shall be forty-two and one half (42 ½) hours per week. This does not constitute a guarantee as to hours of work per week.
- 15.02** A rest period of fifteen (15) minutes will be granted during each half (½) shift. An additional rest period of fifteen (15) minutes will be granted during any shift totaling up to 11 hours or more. An additional rest period of fifteen (15) minutes shall be granted for every 2 hours thereafter.
- 15.03** Work which is authorized in excess of forty-two and one half (42 ½) hours per week will be paid at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay.
- 15.04** a) The Employer agrees to give notice of overtime as far in advance as is practical. The employer agrees to seek volunteers for overtime by seniority, among those employees qualified to perform the work. In the event that insufficient volunteers are available, the employer shall assign overtime work by inverse seniority, starting with the most junior employees, who are qualified to perform the work.
- b) The Employer shall distribute the opportunity to work overtime as equally as practical among those employees qualified to perform the work within the classification. The Employer shall attempt to equalize the overtime over the calendar year.
- 15.05** There shall be no duplicating or pyramiding of overtime hours.
- 15.06** The Employer shall include hours where the employee received permission to be absent and where the employee was laid off by the Employer, in computing hours worked for the purpose of overtime pay in Article 15.03.
- 15.07** a) The Company agrees that when it schedules an afternoon or evening shift it will pay a shift premium. The shift premium shall be eight (8%) percent times the employees' regular straight time hourly rate. It is agreed however that such shift premium shall not be paid for any hours in which an employee received an overtime rate and such premium will not form part of an employee's regular straight time hourly rate.
- b) If a night shift employee is transferred temporarily by the Employer to the day shift, the night shift employee shall maintain his/her shift premium for a maximum of 5 weeks.
- 15.08** Work on a Saturday shall be paid at the rate of one and one-half the employee's regular hourly rate of pay and work on a Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate of pay regardless of his hours worked in the week, excluding employees who begin their weekly schedule on a Saturday or Sunday, such as night shift employees.

ARTICLE 16 - PREGNANCY LEAVE

- 16.01** Employees shall receive pregnancy and parental leave without pay in accordance with the provisions of the *Employment Standards Act*.

ARTICLE 17 - WAGE RATE

- 17.01** Job classifications and wage rates are set out in Appendix "A" to this Agreement.
- 17.02** If an employee is temporarily transferred from his regular classification to another classification, his rate of pay will be determined as follows:
- a) if the rate for the classification to which he transfers is higher, he will receive the higher rate;

- b) if the rate for the classification to which he transfers is lower, he will receive such lower rate if he initiated the transfer, but he will continue receiving his own higher rate if the transfer was initiated by the Employer;
- c) this Article shall not apply if the transfer is for one (1) shift or less;
- d) if the transfer is anticipated to be for more than 30 calendar days, the employer shall post the position as a job vacancy, in accordance with Article 14.
- e) where an employee is transferred to a position outside the bargaining unit, such transfer not to exceed 10 consecutive working days, the employee shall be paid their rate or the rate of the position to which they are transferred, whichever is higher. All remaining terms and conditions of the collective agreement shall continue to apply to an employee so transferred.

ARTICLE 18 - HOLIDAYS

18.01 Subject to Article 18.02, employees will receive the following holidays with pay:

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

18.02 Employees shall be eligible to be paid their normal hourly rate of pay for his/her regularly scheduled hours for each holiday noted above provided they:

- a) have been in the employ of the Employer for the probationary period.
- b) work the scheduled shift immediately prior to the holiday and the first scheduled shift after the holiday, unless they are absent for one of the qualifying days with permission or due to sickness or injury.

18.03 If a holiday falls on a Saturday or Sunday, the Employer will designate whether the holiday will be observed on the prior Friday or the following Monday.

18.04 Time worked on a holiday shall be compensated at a rate of one and one-half (1 ½) the employee's regular hourly rate of pay in addition to the holiday pay if the employee qualifies for that holiday pay under Article 18.02. There shall be no duplicating or pyramiding of premium pay for overtime worked and hours worked on a holiday.

18.05 If one of these holidays falls within an employee's vacation time, the employee is entitled to an additional vacation day, or if mutually agreed an extra day's pay. Its date is to be agreed upon before hand by the employee and the Employer.

ARTICLE 19 - VACATION

19.01 The date for determining vacation entitlement in each year shall be May 31. The employee must then take his vacation entitlement during the period of June 1 to May 31.

19.02 Employees will be entitled to vacation according to the following schedule:

<u>Continuous Service on May 31</u>	<u>Vacation Period</u>	<u>Remuneration</u>
Less than one (1) years' service	1 day for each full calendar month of service (max. 10 days)	4% of total wages earned
One (1) years' Service	2 weeks	4% of total wages earned
Five (5) years' Service	3 weeks	6% of total wages earned
Ten (10) years' Service	4 weeks	8% of total wages earned
Eighteen (18) years' Service	5 weeks	10% of total wages earned

Employees will be entitled to carry over 50% of their unused vacation entitlement per vacation year provided that such vacation carry over shall not exceed ten (10) days at any time.

- 19.03** Employees must take their vacation entitlement in the year it becomes due and shall not be entitled to carry over vacation from year to year.
- 19.04** Vacation must be taken at such times as are approved by the Employer having regard to the need to maintain efficient operation. Vacation choice is granted in order of length of service. Should the Employer decide to shut down the entire plant, or certain sectors of the plant during the vacation period, employees can be required to take part of their vacation or their entire vacation (up to a maximum of two (2) weeks) during the closure period, provided the closure is announced by April 1.
- 19.05** Employees shall submit their request for vacation in writing prior to April 1 for the calendar year in which the vacation is due.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01** An employee who has completed their probationary period will be allowed a leave of absence without pay for up to three (3) calendar months for legitimate personal reasons if:
- a) It is requested in writing from the Employer. The request will be made at least one week in advance if possible in the circumstances.
 - b) The leave is for a good reason and can be operationally accommodated.
- 20.02** A leave of absence will be extended for additional periods if there is a good reason and management and the Union mutually agree. The employee must request the extension in writing before a leave is up.
- 20.03** The Union will be notified of all leaves granted under this section.
- 20.04** Any leave of absence will be in writing and during such leave the employee shall not lose seniority, providing the leave is used for the purpose granted. A leave of absence shall not be granted for the purpose of working elsewhere. If the leave of absence is for vacation purposes, any earned vacation credits must be used before the leave of absence may commence. An employee shall lose all seniority and be deemed to have quit if he/she fails to return to work upon the termination of an authorized leave of absence, unless a reasonable excuse is *provided to the Employer*.

- 20.05** The Employer will provide leaves of absence for emergency situations in accordance with the Employment Standards Act, 2000.
- 20.06** The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business, including conferences and conventions, to an aggregate of forty-five (45) working days for the bargaining unit in each calendar year provided such leave of absence does not interfere with operations. Only two employees shall be permitted to be absent at any one time from the same classification but no more than four (4) employees will be allowed in total to be absent at any one time. A request for a Union leave of absence under this article must be made in writing at least two weeks in advance of the requested time off, whenever possible, and shall contain the names of the appointed employees and dates of the leave.
- 20.07** The Employer will grant a leave of absence without pay to employees selected by the Union to participate in a Union internship program for up to three (3) months. Any leave of absence under this section must be requested in writing at least two (2) weeks in advance of its commencement and include the name of the employee(s) and date of the leave. No more than one (1) employee at any one time may be granted this leave.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01** In the case of death of an employee's spouse, child, father, mother, brother, sister, grandparents, spouse's child and grandchildren, the Employer shall grant three (3) days leave of absence with pay.

In the case of death of an employee's brother-in-law, sister-in-law, grandparents of the spouse, daughter-in-law, son-in-law, mother-in-law, and father-in-law, the Employer shall grant one (1) day leave of absence with pay.

Payment will be made for only that portion of the allotted time, which falls within the employee's regular scheduled workweek.

- 21.02** Employer may request proof of death for the above-noted bereavement leave.
- 21.03** Spouse is defined to include common law spouse, which includes both opposite and same sex spouse.

ARTICLE 22 - JURY DUTY

- 22.01** An employee who is selected for service as a juror or subpoenaed to criminal or civil actions will be compensated for loss of pay at the employee's regularly scheduled hours at the employee's regular hourly rate up to a maximum of twelve (12) weeks less the fee received.

ARTICLE 23 - REPORTING PAY

- 23.01** Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available, shall receive not less than four (4) hours of any work that is available at their normal rate of pay, or if no work is available shall receive four (4) hours' pay at their straight time hourly rate. This provision shall not apply when such lack of work is due to fire, flood, power failure, or some other cause that is beyond the control of the Employer.

ARTICLE 24 - CALL IN

- 24.01** Where an employee has completed his shift and has left the Employer's premises and is called back to work, the employee shall be guaranteed a minimum of four (4) hours of work at their normal rate.

ARTICLE 25 - BENEFIT PLANS

- 25.01** The Employer agrees to pay the premium for the existing health and welfare plans as listed below, during the life of this Agreement in accordance with the terms of the plan(s) for each employee after three (3) months of employment. All the benefits are described more particularly in the plans for Extended Health Care, AD&D, Dental Plan, Basic Life Insurance (\$50,000.00), Weekly Indemnity, and vision care (maximum of \$200.00 every two (2) years for glasses or contacts).
- 25.02** The Employer's obligation is restricted to the payment of premiums subject to ensuring that the level of benefit coverage does not change. Employees should refer to the plan documents to identify the limitations and exclusions of the various plans. Any dispute over payment of benefits under any such plan or policy shall be adjusted between the employee and the insurer concerned.
- 25.03** In order to continue coverage under the plan, employees on a leave of absence or lay-off must pay the Employer the equivalent of the total benefit premiums for the duration of the absence.
- 25.04** The Employer shall only be required to remit the premium payments referred to above for employees who are not actively at work for the month following the month in which the absence occurs, excluding employees on a pregnancy/parental leave who shall be covered by the Employment Standards Act.
- 25.05** The Employer will contribute \$40.00 per month in the 1st year, \$45.00 per month in the 2nd year and \$50.00 per month in the 3rd year of the Collective Agreement towards an employee administered Group R.R.S.P. for active, non-probationary employees who contribute a pre-tax equivalent or greater amount

ARTICLE 26 - COPIES OF AGREEMENT

- 26.01** The Employer and the Union agree to split the cost of providing a copy of this agreement in booklet form to all employees in the bargaining unit.

ARTICLE 27 - DURATION OF AGREEMENT

- 27.01** This agreement shall become effective on the 15th day of November 2004 and shall remain in effect until the 14th day of November 2007, and shall continue in force 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 revise this agreement.

Dated this _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING - TEMPORARY WORKERS

1. The Employer may hire temporary workers who are not covered by the Collective Agreement provided:
 - a) The use of the temporary workers will not result in the lay-off of a regular employee or occur when a regular employee is on lay off.
 - b) The temporary worker is only used to perform work in the General Labourers classification. Preference will be given to bargaining unit employees within the Department whenever possible to perform machine feeding assignments.
2. The Employer agrees to provide the Union and Local Union Chief Steward with a list of temporary workers each month.
3. The Employer agrees to employ temporary workers for no longer than sixty (60) working days. If the temporary worker works in excess of sixty (60) working days, he will be deemed to be a regular employee covered by the Collective Agreement, and his seniority backdated accordingly.
4. The Employer agrees to pay the regular employee at the start rate for the first month of work and after the first month increase the hourly rate to the next level.

APPENDIX "A"

CLASSIFICATION AND WAGE PROGRESSION

	<u>11/15/04</u>	<u>11/15/05</u>	<u>11/15/06</u>
1. <u>Trimsawyer #1</u>			
a) Start	\$20.30	\$20.85	\$21.37
b) After 3 months worked	20.63	21.20	21.73
c) After 6 months worked	20.98	21.56	22.10
d) After 12 months worked	21.69	22.29	22.84
e) After 24 months worked	22.86	23.49	24.07
2. <u>Trimsawyer #2</u>			
a) Start	\$17.35	\$17.83	\$18.28
b) After 3 months worked	17.63	18.11	18.57
c) After 6 months worked	17.93	18.42	18.88
d) After 12 months worked	18.52	19.03	19.51
e) After 24 months worked	18.83	19.35	19.83
3. <u>Cabinet Maker #1</u>			
a) Start	\$19.12	\$19.64	\$20.13
b) After 3 months worked	19.41	19.95	20.45
c) After 6 months worked	19.71	20.25	20.76
d) After 12 months worked	20.00	20.55	21.06
e) After 24 months worked	20.57	21.14	21.67
4. <u>Cabinet Maker #2</u>			
a) Start	\$17.35	\$17.83	\$18.28
b) After 3 months worked	17.63	18.11	18.57
c) After 6 months worked	17.93	18.42	18.88
d) After 12 months worked	18.52	19.03	19.51
e) After 24 months worked	18.83	19.35	19.83
5. <u>Jr. Cabinet Maker</u>			
a) Start	\$14.42	\$14.82	\$15.19
b) After 3 months worked	14.86	15.27	15.65
c) After 6 months worked	15.29	15.71	16.11
d) After 12 months worked	15.75	16.19	16.59
e) After 24 months worked	16.47	16.92	17.35
6. <u>Glass Cutter</u>			
a) Start	\$15.59	\$16.02	\$16.42
b) After 3 months worked	16.17	16.62	17.03
c) After 6 months worked	16.78	17.24	17.67
d) After 12 months worked	17.35	17.83	18.28
e) After 24 months worked	18.22	18.73	19.19
7. <u>Sprayer #1</u>			
a) Start	\$18.40	\$18.90	\$19.38
b) After 3 months worked	18.88	19.40	19.88
c) After 6 months worked	19.34	19.87	20.37
d) After 12 months worked	19.82	20.37	20.88
e) After 24 months worked	20.30	20.85	21.37

	<u>11/15/04</u>	<u>11/15/05</u>	<u>11/15/06</u>
8. <u>Sprayer #2</u>			
a) Start	\$16.54	\$17.00	\$17.42
b) After 3 months worked	16.99	17.46	17.90
c) After 6 months worked	17.47	17.95	18.39
d) After 12 months worked	17.92	18.41	18.87
9. <u>Sprayer #3</u>			
a) Start	\$13.24	\$13.61	\$13.95
b) After 3 months worked	13.54	13.91	14.26
c) After 6 months worked	13.82	14.20	14.55
d) After 12 months worked	14.42	14.82	15.19
e) After 24 months worked	14.99	15.40	15.78
10. <u>Finishing Sander</u>			
a) Start	\$11.18	\$11.49	\$11.78
b) After 3 months worked	11.78	12.10	12.40
c) After 6 months worked	12.07	12.41	12.72
11. <u>General Labourer</u> (Includes machine feeder, machine helper & material handler)			
a) Start	\$10.89	\$11.18	\$11.46
b) After 3 months worked	11.48	11.80	12.09
c) After 6 months worked	11.78	12.10	12.40
12. <u>CNC Machinist</u>			
a) Start	\$20.30	\$20.85	\$21.37
b) After 3 months worked	20.63	21.20	21.73
c) After 6 months worked	20.98	21.56	22.10
d) After 12 months worked	21.69	22.29	22.84
e) After 24 months worked	22.86	23.49	24.07
13. <u>Panel Saw Operator</u>			
a) Start	\$16.17	\$16.62	\$17.03
b) After 3 months worked	16.76	17.22	17.65
c) After 6 months worked	17.35	17.83	18.28
d) After 12 months worked	17.93	18.42	18.88
e) After 18 months worked	18.52	19.03	19.51
14. <u>Edge Bander Operator</u>			
a) Start	\$16.17	\$16.62	\$17.03
b) After 3 months worked	16.76	17.22	17.65
c) After 6 months worked	17.35	17.83	18.28
d) After 12 months worked	17.93	18.42	18.88
e) After 18 months worked	18.52	19.03	19.51
15. <u>Machine Operator</u>			
a) Start	\$13.82	\$14.20	\$14.55
b) After 3 months worked	14.11	14.50	14.86
c) After 6 months worked	14.42	14.82	15.19
d) After 9 months worked	14.72	15.12	15.50
e) After 12 months worked	15.40	15.82	16.21

	<u>11/15/04</u>	<u>11/15/05</u>	<u>11/15/06</u>
16. <u>Shipper/Receiver</u>			
a) Start	\$14.67	\$15.07	\$15.45
b) After 3 months worked	15.23	15.65	16.04
c) After 6 months worked	15.80	16.23	16.64
d) After 12 months worked	16.48	16.94	17.36
17. <u>Stockkeeper</u>			
a) Start	\$14.67	\$15.07	\$15.45
b) After 3 months worked	15.23	15.65	16.04
c) After 6 months worked	15.80	16.23	16.64
d) After 12 months worked	16.48	16.94	17.36
18. <u>Forklift Driver</u>			
a) Start	\$11.49	\$11.81	\$12.10
b) After 3 months worked	12.04	12.37	12.68
c) After 6 months worked	12.58	12.92	13.25
d) After 12 months worked	13.14	13.50	13.84
19. <u>Driver</u>			
a) Start	\$13.10	\$13.46	\$13.80
b) After 3 months worked	13.81	14.19	14.54
c) After 6 months worked	14.38	14.78	15.15
d) After 12 months worked	15.21	15.63	16.02
20. <u>Welder #1</u>			
a) Start	\$21.81	\$22.41	\$22.97
b) After 3 months worked	22.16	22.77	23.34
c) After 6 months worked	22.51	23.13	23.71
d) After 12 months worked	22.86	23.49	24.07
21. <u>Welder #2</u>			
a) Start	\$16.76	\$17.22	\$17.65
b) After 3 months worked	17.35	17.83	18.28
c) After 12 months worked	17.63	18.11	18.57
22. <u>Veneer Stitcher/Cutter</u>			
a) Start	\$15.59	\$16.02	\$16.42
b) After 3 months worked	15.87	16.30	16.71
c) After 6 months worked	16.16	16.61	17.02
d) After 12 months worked	16.47	16.92	17.35
23. <u>Maintenance Assistant</u>			
a) Start	\$15.09	\$15.50	\$15.89
b) After 3 months worked	15.45	15.87	16.27
c) After 6 months worked	15.80	16.23	16.64
d) After 12 months worked	16.36	16.81	17.23

	<u>11/15/04</u>	<u>11/15/05</u>	<u>11/15/06</u>
24. <u>Metal Polisher</u>			
a) Start	\$13.82	\$14.20	\$14.55
b) After 3 months worked	14.11	14.50	14.86
c) After 6 months worked	14.42	14.82	15.19
d) After 9 months worked	14.72	15.12	15.50
e) After 12 months worked	15.40	15.82	16.21

NOTE: Employees who are currently red circled will receive one-half of the increase of the highest rate in the Collective Agreement in each year.