

THIS AGREEMENT made this 2nd day of March, 2003.

BETWEEN:

MASON WINDOWS LIMITED
(hereinafter called the "**Company**")

OF THE FIRST PART

- and -

UNIVERSAL WORKERS UNION
L.I.U.N.A. LOCAL 183
(hereinafter called the "**Union**")

OF THE SECOND PART

ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to promote the mutual interests of the **Company** and its employees and to provide for the operation of the **Company's** plant under conditions which will further the safety and welfare of its employees, economy and efficiency of operations, the cleanliness of the plant as well as to provide for the harmonious relationship between the parties to this Agreement and the employees of the **Company** by providing the methodology of resolving disputes which may arise between the parties.

1.02 It is recognized by this Agreement to be the duty and obligation of the **Company**, the employees and the **Union** to co-operate fully, the one with the other, both individually and collectively for the advancement of the said purposes and conditions.

ARTICLE II - DEFINITIONS

2.01 (a) "Days" as used in this Agreement shall mean calendar days and "working-days" shall mean days upon which the offices of the Employer are open for the transaction of business.

(b) "Seniority" shall mean total time actually worked by an employee in the bargaining unit subject only to the provisions of Article 14 herein.

(c) "Sickness" shall refer to a period of time during which an employee is ill.

- (d) The word "probation" or "probationary" shall be deemed to refer to a period of testing, observation and orientation.
- (e) "Standard hourly rate" shall mean the hourly rate-of-pay, exclusive of all overtime and other premiums, assigned each job class by the provisions of this Agreement.
- (f) "Appropriate rate-of-pay" shall mean the employees' standard hourly rate plus any applicable premiums, and cost of living adjustment, if any.
- (g) The word "committeeman" shall mean **an** employee elected or otherwise appointed by the **Union** to serve on any committee referred to in this Agreement,
- (h) The word "Steward" shall mean an employee elected or otherwise appointed by the **Union** to assist in the processing of employee grievances in the bargaining unit.
- (i) The word "employee" shall mean any person employed by the Employer in the bargaining unit as defined in Article III herein.
- (j) "Grievance" shall mean any complaint or difference between one (1) or more employees, or the **Union** itself, on the one hand; and the Employer, on the other; respecting terms or conditions of employment or the rights, privileges, or duties of the employee or employees, the **Union** or the Employer, and without restricting the generality of the foregoing, including any questions of interpretation, application or alleged non-compliance with any of the provisions of this Agreement.
- (k) "Lay-off" shall mean a reduction in the total number of employees in the employment of the Employer in the bargaining unit provided for in Article 3.01, herein, at any given time.
- (l) "Temporary transfer" shall mean a transfer within the bargaining unit initiated by the Employer which is of forty-five **(45)** calendar days duration or less.
- (m) "Transfer" shall mean any move of **an** employee from his present job classification to any other job classification in accordance with the provisions of Article 19.
- (n) "Service" shall mean the total time actually worked in the employment of the Employer. Lay-off during which seniority accumulates, approved leaves of absence and periods of absence due to illness, accident, lawful strike or lock-out, vacation and paid holidays shall be considered time worked in computing length of service.
- (o) "School vacation period" shall be deemed to refer to the period from April 1st to September 15th.

2.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be construed as if the plural, feminine, or masculine have been used when the context so requires.

ARTICLE III - RECOGNITION AND COVERAGE

3.01 The **Company** recognizes the **Union** as the sole and exclusive bargaining agent for all its employees in Metropolitan Toronto, the Regional Municipality of York, and the County of Peel, the Township of Esquesing, and the Towns of Oakville and Milton, in the County of Halton, and the Township of Pickering, in the County of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, office and sales staff, and students employed during the school vacation period.

ARTICLE IV - DISCRIMINATION

4.01 The **Company** and the **Union** agree that there shall be no discrimination by either of them or their members against any employee on account of race, creed, colour, age, sex, nationality, ancestry, place of origin, **Union** membership or non-membership or by reason of any activity or lack of activity in any labour organization.

4.02 The **Union** will not engage in any **Union** activities during working-hours or hold meetings at any time on the premises of the **Company**, without the permission of the **Company**.

4.03 The **Union** recognizes the **Company's** responsibility to produce and to meet the requirements of its customers who furnish the source of employment for the **Company's** employees. The **Union** will co-operate with management's attempts to satisfy its customers where possible and will co-operate with the **Company's** efforts to improve the accuracy and efficiency of its production and to produce quality work. The **Union** agrees that each employee has a responsibility to produce to the quality standards established by the **Company**.

ARTICLE V - MANAGEMENT RIGHTS

5.01 The **Union** recognizes that it is the function of the management of the **Company** to manage the affairs of the business and to direct the working forces of the **Company** subject to the provisions of this Agreement. Such functions include the right to:

- (a) hire, assign, direct, promote, classify, transfer, lay-off, and recall employees subject to the seniority provisions of this Agreement, and to discharge, suspend, demote, or otherwise discipline employees for just and sufficient cause, subject to the right of an employee to grieve to the extent and manner provided for herein;
- (b) to determine the products to be manufactured, the kinds and locations of equipment and material to be used, the process of manufacturing, the engineering and design of its products, the control of materials and parts, the methods and techniques of work, the schedules of work, the number of personnel to be employed from time-to-time, to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations;

- (c) to maintain order, discipline and efficiency and to make and enforce and alter from time-to-time reasonable rules and regulations to be observed by employees, provided however, that any dispute as to the reasonableness of such rules and regulations or a grievance alleging the discriminatory application of such rules against an employee shall be subject to the grievance procedures of this Agreement.

5.02 The Company agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement and that in the direction of its working forces it shall not act in a discriminatory, inequitable or unfair manner.

ARTICLE VI - UNION SECURITY

6.01 The Company agrees that every employee has the right to join the **Union** and to participate in its lawful activities.

6.02 The regular **Union** dues shall, as a condition of employment, be deducted from and checked-off from the wages of each employee employed in any position within the bargaining unit described in Article III of this Agreement. **The Company** agrees to make such deductions from the employees gross weekly earnings in the amount specified by the Secretary/Treasurer of the **Union**.

6.03 The Employer agrees to remit same not later than the fifteenth (15th) day of the following month to the Secretary/Treasurer of the **Union**. The Employer shall, when remitting such dues, furnish a statement naming the employees from whose pay such deductions have been made together with their Social Insurance Numbers.

6.04 The Employer agrees to advise new employees that this Collective Agreement is in force between the Employer and the **Union** and to provide each new employee with a copy of the Agreement and to introduce new employees within three (3) working-days of the day upon which he starts to work with the Company to the Chief Steward.

6.05 It is expressly understood and agreed that the **Union** shall indemnify and save harmless the Company from any claim which may be made against it arising out of the deduction of dues made pursuant to the provisions of Article 6.02 above.

ARTICLE VII - BARGAINING UNIT WORK

7.01 (a) A person whose job is outside the bargaining unit as defined herein, shall not perform work on hourly rated jobs in the bargaining unit where the effect is to displace a regular hourly rated employee from his employment with the Company.

(b) The word "person" as used in Article 7.01 (a), above, encompasses all persons outside the bargaining unit recognized in Article 3.01 in the employ of Mason Windows Limited in Metropolitan Toronto, the Regional Municipality of York, in the County of Peel, the Township of Esquesing and the Towns of Oakville and Milton, in the County of Halton, and the Township of Pickering, in the County of

Ontario, and all persons employed by any other employer in Ontario save and except for the employees of Pineal Lake Lumber Company at Chapleau, Ontario, it being agreed that the Pineal Lake Lumber Company shall not engage in the assembly of windows and doors or the fabrication of components, other than "cut stock". It is further understood that "cut stock" means raw wood which has been planed, ripped, cross cut and finger-jointed and shall not include profiling.

7.02 Should there be a violation of Article 7.01, above, the said employee shall be paid at his appropriate rate for all time lost.

7.03 Should the **Company** create any new production, shipping or receiving positions or classifications or change any classification and a dispute arises as to whether the positions or classifications so created come within the bargaining unit set forth in Article 3.01 above, "then the matter will be discussed by **Union** and **Company**." "Should the parties be unable to reach an agreement, the matter may be submitted to the Ontario Labour Relations Board, for a decision." Should the Board decide that the position or classification as created properly comes within the bargaining unit, then any employee employed in such position or classification, shall be placed within the bargaining unit.

7.04 (a) Should changes in methods of work occur, or the **Company** introduces new methods of work which have the effect of depriving bargaining unit employees of employment or cause employees to be reclassified to a lower rated position or create new jobs, then the **Company** shall advise the **Union**, in writing, of such changes, no less than ten (10) working-days before they are put into effect.

The **Company** agrees to meet with the **Union** for the purpose of discussing any such changes, if requested, and to consider any representations which the **Union** may wish to make in respect of same. Should the parties be unable to reach an agreement in respect of such changes, then the matter may be submitted by either party to the Ontario Labour Relations Board for a decision.

(b) The scope of Article 7.04 (a) encompasses amongst other things, changes in methods of work or introduction of new methods of work within the bargaining unit recognized in Article 3.01 and shall not be interpreted to restrict technological change within the bargaining unit recognized in Article 3.01 which has the effect of depriving bargaining unit employees of employment or cause the employees to be reclassified to a lower rated position or create new jobs.

ARTICLE VIII - REPRESENTATION

8.01 The **Company** recognizes the right of the **Union** to appoint or otherwise select, six (6) Stewards from among employees having two (2) years or more of continuous service with the **Company** each of whom shall be from a work area different from the other, to assist employees in the processing of grievances to the designated representatives of the **Company** in accordance with the grievance procedure herein. One (1) of such Stewards shall be the Chief Steward.

8.02 The **Company** agrees to recognize a Union negotiating committee consisting of two (2) employees in the bargaining unit who shall be known as "committeemen". The members of the negotiating committee shall not suffer any loss of pay for hours spent in negotiations with the **Company** up to and including the conciliation procedures provided for under the provisions of the Labour Relations Act, Ontario, 1970, Chapter 232, as amended, providing that such meetings between the **Company** and the negotiating committee are held at a time and place mutually agreeable to the **Company** and the Union, it being understood that this exception shall not apply to conciliation procedures.

8.03 The **Company** recognizes the Union's right to elect or otherwise select Officers from amongst its employees. In addition it agrees to grant a cumulative total of ten (10) days leave of absence without pay per year to Stewards for the purpose of attending Union conventions or meetings provided the **Company** is given one (1) week's notice in advance of the need for such leave and that it is taken in the period November 1st to April 30th.

8.04 The Union acknowledges that Stewards and committeemen have their regular duties to perform on behalf of the **Company** and that a Steward or committeeman shall not leave such duties in order to present a grievance under the Grievance and Arbitration Procedures herein, or to assist employees in the preparation of grievances or to engage in negotiations with the **Company**, without first obtaining the permission of his immediate Supervisor. Such permission shall not be unreasonably withheld.

8.05 The **Company** agrees that a Steward shall not suffer any loss of pay for time necessarily spent during working-hours while processing grievances under the Grievance Procedure herein up to and including Step No. 2 of the Grievance Procedure but not arbitration.

8.06 The **Union** agrees to indemnify the **Company** in writing of the names of its committeemen, Stewards and Officers and of any subsequent changes in the names of the Stewards, committeemen or Officers. The **Company** shall not be obliged to recognize any Stewards, committeemen or Officers until such notification from the Union has been received.

8.07 The **Company** agrees that it shall provide for the purpose of the Union a bulletin board in the plant for the purpose of posting official Union notices or documents. Such material will be posted only by the Officers of the Union and shall not contain any statements derogatory to the **Company** or be of a political nature.

8.08 The **Company** agrees that an authorized staff Representative of the Union who is not employed by the **Company** may speak to local Union Stewards and members at the plant cafeteria, during the said employees' lunch break, at least once per month, if the said Representative deems it necessary, on matters pertaining to the administration of this contract providing that he first advises the Plant Manager, in advance, of his intention to do so, and that such discussions are arranged in such a way that they do not interfere with the production requirements or business of the **Company**. The **Company** further agrees to make its boardroom available to the Union staff Representative in order that he may meet with the employees and Shop Stewards during his attendance at the **Company** premises.

8.09 The **Company** agrees that the **Union** Stewards shall be the last employees laid-off in the event of a lay-off temporary or otherwise and shall be the first employees recalled after lay-off so long as they are capable and willing to perform the available work.

ARTICLE IX - NO STRIKE, NO LOCK-OUT

9.01 The **Union** agrees that during the term of this Agreement it will not authorize or condone any unlawful work stoppage either complete or partial and the **Company** agrees that it will not lock-out any of its employees during the term of this Agreement.

9.02 The parties agree that the words "strike" and "lock-out" for the purposes of this Agreement shall have the meaning attributed to them in the Labour Relations Act, Ontario, R.S.O. 1980, Chapter 228, as amended.

9.03 The **Union** acknowledges that should a strike or work stoppage occur at a time when same would be lawful, it will be necessary and desirable to heat and maintain the plant and premises and accordingly, agrees to provide the **Company** with a letter respecting minimum maintenance staffing during such period.

9.04 In the event of an illegal strike it shall be the responsibility of the **Union** Officers, Business Representatives, Stewards and committeemen to make every reasonable effort to have the striking employees returned to work.

ARTICLE X - GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the parties hereto that complaints be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given the appointed Management staff an opportunity of adjusting his complaint. Any employee so affected shall be entitled to have a Steward present during any such discussions if he so desires it. An employee shall attempt to settle any complaints or disputes with the appointed management staff within two (2) working-days after the circumstances giving rise to the complaint have occurred and should an answer satisfactory to the employee not be received after two (2) working-days following such discussion it may be taken up as a grievance in the following manner and sequence:

Step No. 1

The employee concerned may, in the presence of his Steward, submit a grievance in writing to the appointed Management staff who shall reply in writing within two (2) working-days after the grievance was submitted;

Step No. 2

Failing settlement at Step No. 1, the employee concerned or his Steward may submit the grievance to the appointed Management staff who shall arrange a meeting to discuss the grievance within five (5) working-days of receipt of the grievance. At this meeting, the employee concerned, a full-time **Union** Representative, the Chief Steward and one (1) other Steward chosen by the **Union** shall have the right to

attend. Within five (5) working-days of this meeting, the Employer shall submit its reply in writing to the **Union** and the concerned employee. Failing settlement at this step in the Grievance Procedure, the matter may be submitted to a Board of Arbitration by either party.

10.02 All time spent by employees and Stewards in submitting grievances to the **Company** during normal working-hours shall be considered as time worked and shall be paid for at regular straight-time hourly rates-of-pay for the employees concerned.

10.03 The parties may waive or amend the time limits herein by mutual agreement, confirmed in writing.

10.04 All agreements reached under the Grievance Procedure between the representatives of the **Company** and the Representatives of the **Union** are deemed to be without prejudice and are final and binding upon the **Company** and the **Union** and the employees.

10.05 If no written request for arbitration is made within ten (10) working-days after the decision at Step No. 2 is made, it shall be deemed to have been settled and ineligible for arbitration.

10.06 (a) Any grievance instituted by management may be referred in writing to a full-time Representative of the **Union** within five (5) full working-days of the occurrence of the circumstances giving rise to the grievance, and the **Union** shall meet within two (2) working-days thereafter with the management to consider the grievance. If final settlement of the grievance is not completed within five (5) working-days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Article XI herein at any time within ten (10) calendar days thereafter, but no later.

(b) A **Union** policy grievance, which is defined as an alleged violation of this Agreement in regard to which an individual employee or employees could not grieve, may be lodged by the **Union** in writing with the appropriate **Company** representatives with a copy to the Department Manager at Step No. 2 of the Grievance Procedure within five (5) working-days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE XI - ARBITRATION

11.01 If final settlement of the grievance is not reached at Step No. 2, then the grievance may be referred in writing by either party to a Board of Arbitration within ten (10) working-days after the decision is given under Step No. 2. The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the **Union** and a third person to act as Chairman, chosen by the other two (2) members of the Board.

11.02 Within five (5) working-days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.

11.03 Should the person chosen by the Employer to act on a board and the person chosen by the **Union** fail to agree on a third person within ten (10) days of the notification mentioned in the preceding article, the Minister of Labour for the Province of Ontario may be asked by either party to nominate a person to act as a Chairman.

11.04 No member or Representative of the Local **Union** or any members of Management or person employed by either party who has been involved in an attempt to negotiate this Agreement or to resolve a grievance arising under it in respect of which his services have been utilized, may be appointed as an Arbitrator under this Agreement.

11.05 The Board of Arbitration shall not have jurisdiction to amend, modify, ignore, or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of and provisions of this Agreement.

11.06 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it and the parties will jointly bear the expenses, if any, of the Chairman.

11.07 The parties may agree to waive their rights to appoint a person to the Board and agree that the arbitration go before a single Arbitrator. Such Arbitrator shall be chosen from a panel of arbitrators consisting of:

- | | | | |
|-----|-----------------|-----|-----------------|
| (1) | Ted Joliffe | (4) | Maureen Saltman |
| (2) | J.F. Weatherill | (5) | Don Franks |
| (3) | Howard Brown | (6) | Ross Kennedy |

such that commencing with the first of the above-named Arbitrators, is requested first to act and should such arbitrator be unable to hear the case on a mutually convenient date with a period of thirty (30) days of the reference being made, then the next in numeric order shall be requested for a date, and so on down the list until an Arbitrator is found who is able to set a date within the thirty (30) day period as aforesaid, For the next and succeeding references to arbitration, the Arbitrator who heard the case immediately preceding the reference shall be the last requested and the Arbitrator immediately following in numeric order shall be the first requested, it being understood that the order of reference is on a continuously rotating basis. Should none of the aforesaid Arbitrators be able to schedule a mutually convenient date for hearing within the thirty (30) day period after the reference is made, then either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

11.08 The Board of Arbitration will have the power to modify penalties, relieve against non-compliance with time limits or other technicalities or irregularities and order production of documents, and to take a view of the work place if necessary.

ARTICLE XII - DISCIPLINE

12.01 It is understood and agreed that an employee who has not completed his probationary period shall have no right to grieve his discharge from the employment of the **Company**.

12.02 Whenever the Employer deems it necessary to reprimand an employee indicating that dismissal may follow if such employee fails to bring his work up to a required standard by a given date, or if there is a repetition of the matter complained of, the Employer shall, within ten (10) working-days thereafter, given written particulars of such censure to the employee involved.

12.03 (a) A claim by an employee who has completed his probationary period that he has been suspended, discharged or disciplined without just cause, shall be treated as a grievance and a written statement of such grievance shall be lodged with the **Company** commencing at Step No. 2 of the Grievance Procedure within five (5) working-days of such suspension, discharge or discipline.

(b) Employees shall not accumulate seniority while serving a suspension.

12.04 Such grievances may be settled by confirming the **Company's** action or by reinstating the employee, with or without compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, if the matter is submitted to arbitration.

12.05 The disciplinary records of each employee shall be wiped clean after eighteen (18) months and shall not be relied on by the **Company** in imposing any discipline after that date.

ARTICLE XIII - EXISTING SERVICES

13.01 The **Company** agrees to maintain its existing bus service between its plant in Pickering, Ontario, and the closest Subway Station, as long as ridership is maintained by at least ten (10) people over a three (3) month period. Should ridership fall below ten(10)people in any given three (3) month period, the bus will be cancelled with two (2) months notice.

A list of the riders to be provided to the **Company** by March 15/03.

Should Revenue Canada assess the bus as a taxable benefit, the employees who use the bus shall be liable for the taxable benefit portion. Should the bus be cancelled due to the implementation of the taxable benefit, all monies that the bus "cost" the **Company** shall be put into the Collective Agreement in some "fashion" (i.e. lump sum payment, yearly).

13.02 TRAVEL ALLOWANCE

All employees who do not take the bus and are not on the ridership list will be entitled to ten cent(\$0.10)/hr. travel allowance, calculated at ten cents (\$0.10) x the number of hours worked in a normal work week, capped at four dollars and forty cents (\$4.40)/week.

Travel allowance will be paid-out the same time as the bonus, each month.

ARTICLE XIV - SENIORITY

14.01 **An** employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after he has successfully completed ninety (90) days worked in the employ of the **Company** in a twelve (12) month period dating from the day of his first hiring by the **Company**. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date he was first hired by the **Company**. The dismissal of a probationary employee shall not form the subject matter of a grievance.

14.02 There shall be one (1) seniority list of all the employees in the bargaining unit. The Employer shall maintain this list which shall state the seniority date of each employee. Every six (6) months the list shall be revised and a copy posted on the plant bulletin board for the inspection of employees. The **Union** shall also be provided with one (1) copy which shall be sent to the **Union** Business Representative.

14.03 The parties recognize that job opportunity and security shall increase in proportion to length of service.

14.04 An employee shall lose all seniority and credit for service and shall be conclusively deemed to have quit his employment with the **Company** if he:

- (a) voluntarily quits the employ of the **Company**; or
- (b) he is discharged and such discharge is not reversed through the Grievance and Arbitration Procedures herein; or
- (c) fails to return to work within two (2) days after being directly notified by the **Company**, by telephone, to report for work or subsequently fails to return to work within five (5) working-days after being notified by the **Company** by Registered Mail to report for work, unless a reason satisfactory to the **Company** is given; or
- (d) is absent for more than one (1) working-day unless a reason satisfactory to the **Company** is given for such absence; or
- (e) is absent due to a lay-off of more than twelve (12) months duration; or
- (f) fails to return to work upon the termination of an authorized leave of absence unless a reason satisfactory to the **Company** is given for such failure to return to work; or
- (g) utilizes a leave of absence for purposes other than those for which the leave of absence is granted, unless a reason satisfactory to the **Company** is given; or

- (h) is absent from work due to sickness or accident which absence continues for a period of more than twelve (12) months, except in the case of Workers' Compensation cases, which shall be for the period of compensation only, provided that this period may be extended by mutual agreement.

14.05 Seniority shall be maintained but shall not accumulate during leaves of absence for any reason in excess of three (3) months.

14.06 The seniority of each employee covered by this Agreement shall be maintained and accumulated during:

- (a) absence due to a compensable accident;
- (b) absence due to a lay-off, sickness or accident for not more than a twelve (12) month period;
- (c) authorized leave of absence of less than three (3) months duration.

14.07 Employees shall be required to notify the **Company** of any change of address or telephone number. The **Company** shall be entitled to rely upon the last address and telephone number furnished to it by **an** employee for all purposes.

14.08 In the event of a lay-off, any employee affected by it shall be given five (5) working-days notice in advance of the commencement a lay-off or, five (5) working-days pay in lieu of notice at his regular straight time hourly rate-of-pay. It is understood, however, that lay-offs for reasons outside the control of the **Company** shall not be subject to the provisions of this clause.

14.09 No new employee shall be hired until those laid-off have been given the opportunity of recall. Laid-off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to lay-off and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the employee and sent to the **Union**.

14.10 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement, he shall retain his accumulated seniority for a one (1) year period from the date of appointment. Following the expiry of the preceding limits, the employee's name shall be considered deleted from the seniority list.

ARTICLE XV - LEAVES OF ABSENCE

15.01 The **Company** may grant a leave of absence without pay every four (4) years to an employee with more than five (5) years seniority, who request it in writing to the management of the **Company**, at least three (3) months prior to departure except in the case of emergency. If the Employer refuses to grant the leave it shall state the reasons for the refusal. No request for leave of absence shall be unreasonably refused.

15.02 (a) The **Company** agrees that employees who have completed their probationary period who suffer bereavement within the immediate family circle will be granted three (3) days-off with pay at his basic hourly rate for the purposes of making funeral arrangements or attending the funeral. It is further provided that, upon request, the employee will furnish the **Company** proof of death. Immediate family in such circumstances means wife or husband, son or daughter, sister or brother, mother or father, mother-in-law or father-in-law. Should an employee suffer bereavement as defined above and the funeral is out of the country and the employee does not attend the funeral, the employee will be entitled to one (1) working-day-off with pay at his basic hourly rate.

(b) In order to qualify for bereavement pay, the employee must be actively employed,

15.03 The Employer agrees that any employee, having attained seniority, and who is summoned to perform **jury** duty shall be paid his regular rate-of-pay during the period of such **jury** duty. The employee shall have deducted from his pay the difference between his regular rate-of-pay and the daily jury duty fee paid over to him by the Court. Such deductions shall not include any travelling allowance or reimbursement of expenses that may be made by the Court. It is further understood and agreed that the **Company** shall not be obliged to make any such payment unless and until it receives a certificate from the Clerk of the Court attesting to the fact of payment of such jury duty pay and the amount thereof.

15.04 (a) An employee who has completed one (1) year of service with the **Company** and who is pregnant, shall be granted, upon application, a leave of absence of at least twenty-five (25) weeks from her employment, or such shorter leave as the employee may request commencing fifteen (15) weeks preceding the estimated date of her delivery and continuing for ten (10) weeks following the date of the delivery. Should the employee need additional time-off, she may request a leave of absence.

(b) An employee who is pregnant shall have the right to take lesser maternity leave than is set out in this Article, so long as she is physically able to perform her work.

(c) Upon return from maternity leave, **an** employee shall have the right to return to her former job classification, on her former shift, without loss of seniority or any other benefits and receive the rate then appropriate for her classification.

15.05 The Employer shall not be obliged to pay on behalf of any employee on leave of absence the Employer portion of the premium costs of any benefit plans provided for in this Agreement beyond the period of one (1) month.

15.06 An employee who obtains gainful employment with another Employer while on leave of absence may be terminated by the **Company**.

ARTICLE XVI - VACATIONS

16.01 The vacation year shall be from July 1st to the following June 30th.

16.02 An employee who has been employed by the Employer for a period of less than one (1) year prior to the 30th of June in any year shall receive in lieu of vacation an amount equal to four percent (4%) of his earnings up to the 30th of June in that year.

16.03 Any employee who has completed one (1) year of service but less than five (5) years of service in the employ of the Employer on the anniversary date of his commencement of employment in the vacation year, shall be entitled to receive vacation pay calculated at the rate of four percent (4%) of his gross wages which shall be deemed only to include hourly earnings, shift premiums, overtime premiums, vacation pay and holiday pay for the twelve (12) month period during which he has established his right to vacation. Four percent (~~4%~~) is equal to two (2) weeks vacation time-off.

16.04 Employees who have completed five (5) years of service but less than twelve (12) years of service in the employ of the Employer, on the anniversary date of his commencement of employment in the vacation year shall be entitled to receive vacation pay calculated at the rate of six percent (6%) of his gross wages which shall be deemed only to include hourly earnings, shift premiums, overtime premiums, vacation pay and holiday pay for the twelve (12) month period during which he established his right to vacation. Six percent (6%) is equal to three (3) weeks vacation time-off.

16.05 Employees who have completed twelve (12) years of service in the employ of the Employer on the anniversary date of his commencement of employment in a vacation year shall be entitled to receive vacation pay calculated at the rate of eight percent (8%) of his gross wages, which shall be deemed only to include hourly earnings, shift premiums, overtime premiums, vacation pay and holiday pay for the twelve (12) month period during which he established his right to vacation. Eight percent (8%) is equal to four (4) weeks vacation time off.

16.06 The **Company** may close its plant for a period of up to two (2) weeks for the purposes of a vacation shut-down in the months of July and August in any year, in which case employees entitled to a vacation period in that year shall be obliged to take a portion of their vacation entitlement equivalent to the shut-down period during the shut-down. If the **Company** decides to exercise its right of a vacation shut-down it shall give employees notice of same no later than the 30th of the month of April prior to the shut-down.

If an employee does not take vacation time-off during the summer months, the **Company** shall pay his/her vacation pay on the first pay period of July.

16.07 (a) The **Company** agrees that employees involved in the Christmas shut-down, are entitled to request their vacation pay, and shall be paid on the first pay period of December, provided that it has been requested in writing by November 15. Employees who do not wish to receive their vacation pay shall advise the **Company**. Christmas shut-down period shall not be considered to be as vacation time-off for entitlement purposes.

(b) **Company** to post notice of Christmas shut-down one (1) month in advance.

16.08 Summer vacation shall be from May 1st to September 30th. Anyone requesting a vacation in this time period will apply by April 1st and the **Company** will respond by April 15th. If a vacation is granted it shall be for a maximum of two (2) weeks and will be based on plant seniority, within their line or section.

Eligible employees must have two (2) or more years of seniority.

16.09 (a) Vacations from October 1st through April 30th will be based on plant seniority, within their line or section. A minimum of one (1) month's written notice will be required by the **Company**.

(b) For all vacations requested and granted during this period (October 1st- April 30th) the employee will receive an off-season bonus of one (1) day's wages for every week of vacation entitlement actually taken, payable within two (2) weeks of the agreed date of vacation return.

ARTICLE XVII - PLANT HOLIDAYS

17.01 Employees who have completed their probationary period and probationary employees who have completed thirty (30) days of service in the employ of the **Company** shall receive the following holidays with pay:

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

17.02 In order to qualify for plant holiday pay, an employee is obliged to work each of his regularly scheduled shifts immediately preceding and immediately following the plant holiday concerned unless an employee so affected was absent due to:

- (a) verified illness or accident for a period not exceeding thirty (30) calendar days inclusive of the plant holiday;
- (b) lay-off for a period not exceeding thirty (30) calendar days inclusive of the plant holiday.

17.03 Should any of the plant holidays fall on a Saturday, the preceding Friday shall be considered the holiday and, if any of the said holidays shall fall on a Sunday, the following Monday shall be considered the holiday.

Canada Day shall be observed on the day that it appears on the calendar, unless the first paragraph applies.

17.04 Pay for statutory holidays shall consist of nine (9) hours of pay when on a Monday to Thursday and eight (8) hours of pay when on a Friday at an employee's regular straight-time hourly rate.

17.05 Authorized work which the **Company** requires an employee to perform on a plant holiday shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate for all hours worked on the plant holiday in addition to his statutory holiday pay.

ARTICLE XVIII - SAFETY

18.01 The parties desire to maintain high standards of safety and health in the plant and agree to co-operate in the continuing objective of eliminating safety and health hazards in order to prevent industrial injury and illness.

18.02 The **Company** shall, at its expense, provide the following protective devices for the use of employees:

- (a) hard hats
- (b) safety goggles
- (c) safety gloves
- (d) leather aprons for glaziers
- (e) ear plugs (where necessary)
- (f) rain wear (where necessary)
- (g) dust masks (where necessary)
- (h) the **Company** will pay ninety-five dollars (\$95.00) effective Mar.2/03 and one hundred dollars (\$100.00) effective Mar.3/04 for safety boots, by separate payment, upon the presentation of a proper receipt, once each year. The wearing of safety boots or shoes is mandatory
- (i) hardex for a change in prescription glasses to be **Company** paid upon the presentation of a proper receipt
- (j) face masks (where required)
- (k) service persons, will be paid on the same basis as Tractor Trailer Drivers for the cost of uniforms upon presentation of a proper receipt.

Company to provide winter boots to T&T drivers, cartage drivers, "posted" helpers, service men and screens & grills, eighty dollars (\$80.00) every two (2) years, upon presentation of a receipt.

Winter and summer coats/jackets shall be provided to "posted" cartage drivers and "posted" helpers.

Winter coats will be provided to "posted" shippers,

It is understood and agreed that the failure to use such protective devices as directed by the **Company** may be just cause for discipline up to and including dismissal.

18.03 Safety Committee

- (a) The **Company** will recognize a **Union** safety and health committee composed of two (2) members as selected by the **Union** who shall be empowered to take up safety and health complaints with designated representatives of the **Company**. The committee shall co-operate with management in developing safety and health programmes and shall have access to any area of the plant for the purposes of carrying out their functions. It is understood and agreed that members of the health and safety committee must be able to read, write and speak in the English language. The **Company** will allow the safety committee the necessary time with no loss of pay to carry out their duties in accordance with the Occupational Health and Safety Act, Ontario.
- (b) The **Company** agrees to notify the **Union** by letter of the names of its designated representatives and the person to whom reports of unsafe hazardous practices should be made.

18.04 The members of the **Union** safety and health committee and the Employer's designated representatives shall together comprise the joint safety and health committee whose functions shall be to promote safety and environmental hygiene in the plant. Such committee shall meet as and when it is deemed necessary to do so for the purposes of considering such safety and health recommendations as may be made by the **Union** or by the Employer representatives of the said committee.

18.05 When an employee is injured in the plant and the examining physician orders the employee not to work, he shall be paid at his appropriate rate-of-pay for the remainder of the day upon which he was injured. Where the examining physician states that the injured employee is able to return to work on the same day, the employee shall be paid his appropriate rate-of-pay for the total time lost as a result of the injury. The Employer shall also pay the cost of any transportation required unless the employee drives his own car to the physician's office.

18.06 No employee shall be required to work under conditions which are unsafe. An employee who believes that he is being required to work under conditions that are unsafe shall have the right to make a complaint to the health and safety committee. Failing satisfactory resolution of such complaint, it may be referred to the Ministry of Labour for Ontario pursuant to the provisions of the Occupational Health and Safety Act.

18.07 A) The Employer may require employees to undergo medical examinations because of a suspected health problem only for the purpose of determining if the employee is physically fit for the work assigned to him by the **Company**. Such examination shall be conducted by a physician chosen by the employee and shall take place during the employee's regular working-hours, The **Company** shall pay the cost of the examination and fully compensate the employee for all time lost, it being understood that the employee, in such case, is required to authorize and direct the physician so chosen to make full disclosure of his findings and prognosis to a physician appointed by the **Company** and that such medical report or reports may be relied upon by the **Company** or its counsel. The **Company**, shall at the time of any such examination, provide a job description to any physician so selected.

- B) The Employer may require employees to undergo a second medical assessment conducted by a Specialist who is experienced in treating the employee's specific injury or disease. An approved Workers' Compensation list of Doctors will be provided by the **Company**. The employee will select a Medical Specialist from the W.C.B. list supplied by the Employer. The resulting employee physical assessment and medical reports will supersede all others and will be relied upon by all parties.

ARTICLE XIX - JOB POSTING

19.01 Whenever a vacancy of a permanent nature occurs within the bargaining unit, the Employer shall post on the bulletin board for a period of three (3) working-days, a notice setting forth the details of such vacancy.

Employees applying for such vacancy shall make application to the Employer, in writing, within three (3) working-days after the notice of vacancy is posted.

- 19.02 (a) All applications for a posted vacancy will be considered on the following basis:
- (i) seniority of the employees applying for the posted job;
 - (ii) the ability and willingness of the employees applying for the job.

It is agreed that in circumstances where, as between two (2) or more employees the factors as set forth in (b) above, are relatively equal, seniority as herein defined will govern the **Company**.

It is agreed that "ability to do the work" means ability to perform the requirements of the job following the one (1) week training or familiarization period and that should any employee so affected demonstrate that he cannot perform the duties of the job after the completion of such period may be returned to his former position and wage rate without loss of seniority and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate without loss of seniority.

The necessary quality level must be achieved throughout the one (1) week training period. The failure to meet quality standards shall limit the training time period.

- (b) All applicants for a posted vacancy may be interviewed. If an applicant is not interviewed, the **Company** will state the reason in writing.

19.03 The **Company** may fill the vacancy at its discretion in the event that none of the applicants for the posted vacancy are considered suitable.

19.04 The **Company** may fill the vacancy temporarily pending the consideration of applications for the job from among the employees of the **Company**.

19.05 The **Company** may consider any applicant ineligible should such applicant have successfully applied under a similar procedure within six (6) months immediately preceding the date of posting.

19.06 Employees unable to perform their customary or traditional work, owing to age or infirmity, shall be given consideration, at the discretion of the **Company**, for work within such employee's capabilities and qualifications as determined by the **Company**.

19.07 Cross-Training:

It is understood that employees will move from their normal job for purposes of cross-training.

Once the training has been completed, employees shall be returned to their normal job.

- A) CROSS-TRAINING requests shall be made in writing by the Senior employees.
- B) The requested position shall be in the same or lower classification.
- C) The maximum five (5) days Training Period need not be consecutive days, but within a sixty (60) day period.
- D) Junior employees shall not be cross-trained in a position held by a senior employee.
- E) Each position shall have one (1) only person apply, and trained.

19.08 Signed minutes of job posting interview will be provided to the applicant.

19.09 If a job posting occurs when people are laid-off, the **Company** shall notify and give them the opportunity to apply.

ARTICLE XX - LAY-OFF AND RECALL

20.01 In the event of a work shortage which causes the lay-off of employees and for the purposes of recalling those to work who have been laid-off, the following factors shall be considered:

- (a) seniority;
- (b) the ability and willingness of employees to perform the work available.

It is agreed that in circumstances where, as between two (2) or more employees, the factors set forth in clause (b) above, are relatively equal, seniority as herein defined will govern the **Company** determining the order of lay-off and recall to work the employees following the lay-off.

Employees intending to bump a junior person, should signify their intent as early as possible, once notice of lay-off has been posted or the affected employee has been advised; in order for the one (1) week's notice of lay-off period to be used to determine qualifications or ability should a dispute arise between the **Company** and the affected employee, regarding his qualifications or ability.

Ability to perform the available work means the ability to perform the requirements of the job within a three (3) day training period, and the necessary quality level and expected performance standards must be relatively equal to the junior person that performed the job, prior to being bumped.

20.02 The Chief Steward will be provided with the list of people who are to be laid-off one (1) hour in advance of the affected employees who are to receive notice.

20.03 A claim by an employee who has been laid-off improperly shall be treated as a grievance and a written statement of such grievance shall be lodged with the **Company** commencing at Step No. 2 of the Grievance Procedure within two (2) working-days of notification of lay-off.

ARTICLE XXI - HOURS-OF-WORK AND OVERTIME

21.01 The regular hours-of-work shall be forty-four (44) hours per week, Monday to Friday inclusive and will consist of nine (9) hours per day, Monday to Thursday; and eight (8) hours on Friday.

The regular work-day shall commence at 7:30 a.m.

21.02 A relief period of ten (10) minutes with pay away from work shall be provided at approximately the mid-point in each half (1/2) of each shift and before overtime commences.

21.03 A one-half (1/2) hour unpaid lunch period shall take place at approximately the mid-point of each shift.

21.04 (a) It is understood and agreed that if the **Company** adopts a system of two (2) shifts, it is agreed that the regular hours-of-work for day and afternoon shifts shall be forty-four (44) hours per week, Monday to Friday inclusive, and will consist of nine (9) hours per day, Monday to Thursday and eight (8) hours on Friday.

The day shift will commence at 7:30 a.m. The afternoon shift will commence at 5:00 p.m., Monday to Thursday and 4:00 p.m. on Friday.

(b) Further discussion will be initiated in the event of a three (3) shift system.

21.05 Employees shall receive a shift premium of forty cents (\$0.40) per hour, for each hour worked during day shifts commencing from and after 3:00 p.m. in any work-day.

21.06 (a) It is understood and agreed that if the **Company** adopts a system of more than one (1) shift, all employees shall be obliged to rotate on such shifts every two (2) weeks by seniority, within their line or section.

(b) Night Shift Personnel:

If employees are required to work on the night shift, they will be assigned as follows:

- (1) New employees hired for night shift shall remain on night shift
- (2) Volunteers
- (3) Employees shall rotate by seniority within their line or section, as outlined in 21.06 (a),

21.07 All authorized work which the Company requires a plant employee to work in excess of nine (9) hours per day, Monday to Thursday, and eight (8) hours on Friday shall be paid at the rate one and one-half (1 1/2) times the hourly paid employees regular straight-time hourly rate.

21.08 All authorized work which the Company requires a plant employee to perform on a Saturday, shall be paid at the rate of one and one-half (1 1/2) times such employees regular straight-time hourly rate, and work performed on Sunday shall be paid for at the rate of two (2) times such employee regular straight-time hourly rate.

21.09 It is understood **and** agreed that a reasonable amount of overtime work may be scheduled by the Company and that employees may be required to perform such work unless they are on an authorized leave of absence or they have provided the Company with an acceptable reason for not working. Permission to be absent from overtime work will not be unreasonably withheld by the Company. It is further understood that a reasonable amount of overtime work in a week is a total of four (4) hours in the event that an employee is assigned to a forty-four (44) hour week on a regular basis or, eight (8) in the event that an employee is assigned to work on a forty (40) hour week, and that overtime in excess of these amounts is on a voluntary basis.

The Company agrees to give reasonable advance notice of its overtime requirements and that in any event such notice shall not be given less than two (2) hours prior to the end of the shift on which an employee works immediately prior to the commencement of the overtime period.

Should employees be working short time or be on lay-off and the Company production requirement for overtime hours exceed fifty (50) in a week, the Company agrees to recall an employee pursuant to the provisions of Article 14.00 herein except where an emergency situation places such recall beyond the reasonable control of the Company.

21.10 The Company shall endeavour to schedule overtime work from amongst those employees who wish to work overtime and shall distribute overtime work equitably amongst the employees who normally perform the work to be done. An employee who declines an opportunity to work overtime on any particular occasion will be deemed to have worked such overtime for the purposes of the calculation of equitable overtime distribution, provided he is given the two (2) hour notice provided for herein.

ARTICLE XXII - REPORTING AND CALL-IN PAY

22.01 Unless an employee has been notified beforehand not to report for work, an employee reporting for work at his scheduled starting time shall be provided with a minimum of four (4) hours work or pay in lieu thereof, unless the reasons for failure of such notification are beyond the reasonable control of the Company.

22.02 An employee who is called-in to work outside his regular scheduled hours shall be paid a minimum of three (3) hours pay at his regular straight-time hourly rate of pay for all hours worked or the appropriate overtime rate, whichever is the greater sum.

ARTICLE XXIII - TEMPORARY TRANSFERS/ TEMPORARY VACANCY

23.01 Any employee who, for the convenience of the **Company**, is temporarily transferred to another job for more than four (4) hours for which the rate-of-pay is different from that in effect of such employee's regular job, shall be paid while so employed as follows:

- (a) If the rate-of-pay for the job to which he is transferred is less than his regular rate, he shall receive his own higher rate-of-pay;
- (b) If the rate-of-pay for the job to which he is transferred is higher than his regular rate, upon completion of four (4) consecutive hours the employee will receive the higher rate retroactive to the commencement of the four (4) hours.

23.02 It is understood that a temporary transfer which arises as a result of sick leave, vacations, approved leave of absence or maternity leave, employees will be assigned to positions as outlined below **and** shall not be subject to a job posting.

It is further understood that a temporary vacancy may arise as a result of production requirements where the duration of the vacancy is unpredictable.

In all cases, temporary transfers or temporary vacancies, the **Company** will select the most qualified employee when filling a temporary assignment. The employee chosen will be considered on the following basis:

- (a) seniority
- (b) ability and willingness.

It is agreed that in circumstances where, as between two (2) or more employees, the factors as set forth in (b) above are relatively equal, seniority, as herein defined, will govern the **Company**.

Should no one be qualified, the **Company** will train the senior person, on a voluntary basis.

After forty-five (45) calendar days, a temporary vacancy will be considered a permanent vacancy and subject to the Job Posting provision as outlined in Article XIX.

23.03 "The **Company** agrees to advise the Chief Steward of all temporary transfers exceeding five (5) days."

**ARTICLE XXIV - EMPLOYEES WELFARE, PENSION BENEFITS
AND PRE-PAID LEGAL**

24.01 If an individual is laid-off prior to the fifteenth (15th) of the month, the **Company** will pay benefits for the month of lay-off plus the month following.

If an individual is laid-off after the fifteenth (15th) of the month, the **Company** will pay benefits for the month of lay-off plus two (2) months following.

In the event of a longer lay-off, employees affected shall have the right to continue coverage by making direct payments to the insurance carrier.

If an individual is recalled from lay-off, the **Company** will pay only the portion worked in the month of return.

Effective March 2, 2003, the **Company** shall pay monthly, on behalf of each employee, one hundred and thirty dollars (\$130.00) per month and effective March 2, 2004, the **Company** shall pay monthly, on behalf of each employee, one hundred and forty dollars (\$140.00) per month to the Labourers' International Union of North America, Local 183 Industrial Benefit Trust Fund, for the purpose of purchasing weekly indemnity, life insurance, medical, dental and similar benefits for the employees covered by this Agreement, it being understood that the Employer shall not be constituted to be an insurer nor shall it have any liability other than making the payment as aforesaid to the said trust fund and that the union agrees to indemnify and save harmless the **Company** against any or all claims which may be made against it in respect of any claim by an employee for the insurance coverage provided for herein.

It is further understood that the Employer shall have no obligation to process claims or to assist in the processing of same and that any employee having a claim with respect to any of the insurance coverage provided for of the Local 183 Industrial Benefit Trust Fund must process such claims directly through the **Union**.

The **Company** to pay the premium for benefits when an employee is off for non-work related accident or illness, as per current practice.

24.02 The **Company** shall forward to the Administrator of the Union's welfare benefit plan the contributions referred to in Article 24.01 no later than the fifteenth (15th) day of the month following the month for which pay is due. At the time of such payment the **Company** shall complete a form which the **Union** shall supply to it for the purposes of such insurance coverage.

24.03 Effective July 1, 2003, the **Company** shall pay monthly on behalf of each employee, actively employed, one dollars and ten cents (\$1.10) per hour*, for employees represented in this Agreement by Local 183, Labourers' International Union of North America, into the Labourers' Pension Fund of Central and Eastern Canada upon the **Company** receiving from the Union a guarantee that Labourers' Local 183 Pension Fund complies with the provisions of the Pension Benefit Act, Ontario and a guarantee that the assets of such fund are in the Province of Ontario. The above amount increases to one dollar and twenty cents (\$1.20) per hour* effective July 1, 2004.

* To be a flat contribution of 150 hours per month.

Actively employed is defined as: at work, on approved L.O.A. or vacation (L.O.A. equal to vacation entitlement), absenteeism and missed hours to be subtracted from 176 hrs./mon.

24.04 Employees are entitled to Pre-Paid Legal benefits as described in the booklet.

ARTICLE XXV - CLASSIFICATIONS AND WAGE RATES

25.01 The Employer shall pay the following hourly wage rates to each employee in the classification listed below:

<u>Job Class I</u>	Effective	March 2/2003	March 2/2004
		\$15.43	\$15.73
(a)	Lumber sorter		
(b)	Feed Finger jointer		
(c)	Feed/tail double end tenoner		
(d)	Installation of weatherstrip in Casement frames		
(e)	Installation of weatherstrip in Masonglide frames		
(f)	Installation of weatherstrip in Vertical Slider frames		
(g)	Installation of weatherstrip in Patio Door frames		
(h)	Installation of weatherstrip in T.D. door frames		
(i)	Installation of weatherstrip in screen mould		
(j)	Install weatherstrip in ultragard sash		
(k)	Operator - single drill press		
(l)	Installation jamb liner - V.S.		
(m)	Installation vinyl sill track (including runner)		
(n)	Installation of hardware on Masonglide jambs		
(o)	Installation of hardware on V.S. jambs		
(p)	Installing, gluing, fitting, screwing, vinyl sash parts around unit		
(q)	Routing of Casement jambs		
(r)	Routing/drilling of vinyl components		
(s)	Grille assembly and feed and tail of grille machine		
(t)	Cleaner, office and factory (sweeper)		
(u)	Filling insul unit spacers		
(v)	Installing and crimping insul unit spacer comers		
(w)	Assembling insul unit spacers		

<u>Job Class II</u>	Effective	March 2/2003	March 2/2004
		\$16.08	\$16.38
(a)	Trainee finger-jointer operator for one (1) calendar year training period		

Job Class II "A"

Effective

March 2/2003
\$16.18March 2/2004
\$16.48

- (a) Box car unloader
- (b) Load/unload paint line
- (c) Fill/sanding/touch up/finish coated components
- (d) Feed/tail sander
- (e) Yard and factory lift truck operators including pallet truck, lift truck, forklift and stackers
- (f) Feed/tail planer (includes sorting lumber)
- (g) Feed/tail re: rip saw
- (h) Cut-off saw operators
- (i) Production recorder - milling department
- (j) Production recorder - moulding department
- (k) Moulding operator, feed and tail
- (l) Preservative tank operator (loader and unloader)
- (m) auto nailer operator
- (n) Jointer/mortiser/router/multi-drill operators
- (o) Bow window merry-go-round operators
- (p) Double saw/radial arm saw operators (includes door sill and spacer cutting)
- (q) Bow/Straightwall router machine operator
- (r) Packaging of K.D. door frames/Bow windows
- (s) Extruder feed and tail helpers
- (t) Set up/operate vinyl mitre saws
- (u) Welders
- (v) Corner Cleaning
- (w) Assembly - vinyl line frame parts
- (x) Assembly - Patio Door line frame parts
- (y) Assembly - Casement line frame parts
- (z) Assembly - V.S. line frame parts
- (aa) Mulling window assembly
- (bb) Glazing and cap beading of all sash
- (cc) Door sill assembly (wood, aluminum and vinyl)
- (dd) Warehouse helper
- (ee) Truck driver's helper
- (ff) Grounds maintenance, clean-up and dumping garbage
- (gg) Feed & Tail glass washing machine
- (hh) Set up Feed/Tail Glass Cutting Machine
- (ii) Polysulphide Gunner
- (jj) Insul unit separation, stacking & cleaning
- (kk) Low "E" preparation
- (ll) Argon gas application
- (mm) Grilles and screens helper
- (nn) Assembly V.S. and casement sash parts

<u>Job Class III</u>	Effective	March 2/2003	March 2/2004
		\$16.43	\$16.73

- (a) Junior Service Person for one calendar year training period
- (b) Moulder, Tenoner and Drill Operator, Feed & Tail

<u>Job Class III "A"</u>	Effective	March 2/2003	March 2/2004
		\$16.53	\$16.88

- (a) Set up/Layout special grilles
- (b) Displays, samples, lay-outs
- (c) Assembler Bay/Bow windows
- (d) Assembler Bay/Bow windows (non-standard)
- (e) Moulder set up/grinder room assistant
- (f) Double end tenoner set up assistant
- (g) Lay out/cut out of special size/type windows
- (h) Warehouse Man
- (i) Plant Branch Material Coordinator
- (j) Glass specials cutting and handling

<u>Job Class IV</u>	Effective	March 2/2003	March 2/2004
		\$16.58	\$16.88

- (a) Rip Saw Operator (after 2 calendar years operating the Rip Saw)
- (b) Receiver
- (c) Shippers

<u>Job Class IV "A"</u>	Effective	March 2/2003	March 2/2004
		\$16.68	\$16.98

- (a) Lead Hand (factory)
- (b) Welder
- (c) Service person
- (d) Extruder Operator
- (e) Material Co-ordinator
- (f) Screens and Grills Installer

<u>Job Class V</u>	Effective	March 2/2003	March 2/2004
		\$17.13	\$17.43

- (a) Display Samples - when setting up displays outside Company premises
- (b) Senior Service Person - minimum of two (2) years performing outside service work on all products

<u>Job Class V "A"</u>	Effective	March 2/2003 \$17.23	March 2/2004 \$17.53
(a)	Set up/operator tail fingerjointer		
(b)	Maintenance and machinery repair person		
(c)	Master Service Person - outside service person capable of performing carpentry skills, removing and replacing windows, etc.		

<u>Job Class VI</u>	Effective	March 2/2003 \$17.49	March 2/2004 \$17.79
(a)	Pattern maker/specialized machinery maintenance person		
(b)	Knife and machine setter trainee		
(c)	Set Up/Operate double end tenoners		

<u>Job Class VII</u>	Effective	March 2/2003 \$17.81	March 2/2004 \$18.11
(a)	Knife and machine setter		

<u>Job Class VII "A"</u>	Effective	March 2/2003 \$18.05	March 2/2004 \$18.35
(a)	Junior Working Foreman		

<u>Job Class VIII</u>	Effective	March 2/2003 \$16.63	March 2/2004 \$16.93
(a)	Cartage Drivers Company to provide training for CZ +DZ license..		

<u>Job Class VIII "A"***</u>	Effective	March 2/2003 \$16.93	March 2/2004 \$17.23
(a)	Hourly paid highway tractor trailer drivers		

<u>Job Class IX</u>	Effective	March 2/2003 \$18.98	March 2/2004 \$19.28
(a)	Mechanics		

<u>Job Class X</u>	Effective	March 2/2003	March 2/2004
		\$19.43	\$19.73

(a) Working Foreman

Probationary Rate:	Effective March 2/2003	-	\$12.00
	After 75 days worked	-	\$13.25

**** Note:** This classification pertains to Highway Transport Drivers and the rate provided for therein is subject to the following understandings:

Highway Tractor Trailer Drivers

(1) Drivers are paid by the mile when delivering to the Provinces of Quebec, New Brunswick, Nova Scotia, Newfoundland, Manitoba, Saskatchewan, Alberta and British Columbia and when delivering to Mason Windows Limited in Ottawa, Ontario and picking up at Pineal Lake. When paid by the mile, truck drivers shall receive for the year 2003, (March 2nd) thirty-eight point four cents (38.40¢) per mile, and for the year 2004, (March 2nd) thirty-nine point twelve cents (39.12¢) per mile.

(2) Drivers paid on a mileage basis shall receive a flat rate of thirteen dollars (\$13.00) a drop plus mileage. When delivering to builders and dealers in Ontario, drivers are paid by the hour. This also applies to the maritime Provinces when the driver is dispatched by the Amherst, Nova Scotia plant at Mason Windows Limited to deliver in those Provinces.

Drivers paid on a mileage basis required to drive on a Saturday shall be paid two (2) hours straight-time, hourly rate, plus mileage.

When delivering to the Provinces of Nova Scotia and Newfoundland, drivers are paid mileage to the 1st drop then hourly for the rest of trip. After the last drop, paid mileage back to Pickering.

(3) Drivers may be paid on the basis of mileage and hourly rate for trips where there are a number of deliveries en route or where hours are lost due to vehicle breakdown, bad weather or delays in unloading. Arrangements for payment and the basis of same may be made directly between the **Company** and any driver so affected. Drivers paid on a mileage basis shall receive two (2) hours pay to cover loading and unloading time at Pineal Lake.

(4) The **Company** will advance on a one (1) only time basis, one hundred and eighty-seven dollars and fifty cents (\$187.50) for local tractor-trailer drivers and three hundred and seventy-five dollars (\$375.00) for long distance drivers, to cover overnight expenses. The **Company** will reimburse all persons in driver classifications or who are employed to do work which requires them to be away from home overnight for reasonable lodging and meal expenses upon presentation of proper receipts. The **Company** shall be entitled to establish a ceiling on such

expenditures should it find that expenditures are unreasonable in the circumstances and to make such arrangements between it and the employees involved. Drivers paid on a mileage basis shall receive an additional nine cents (\$0.09) per mile (March 2, 2001), ten cents (\$0.10) per mile (March 2, 2002).

All expense monies advanced to Tractor-Trailer Drivers shall be repaid within one (1) week of notification of lay-off or termination.

- (5) Drivers paid on an hourly basis are paid one and one-half (1 1/2) times their regular rate for hours in excess of nine (9) hours per day, Monday to Thursday inclusive and eight (8) hours on Friday, and may be required to work up to sixty (60) hours in the week. It is understood that truck drivers are paid one and one-half (1 1/2) times their regular hourly rate for hours worked in excess of forty-four (44) hours in the week, and may be required to work up to sixty (60) hours in the week. All hours beyond sixty (60) are voluntary.
- (6) The **Company** will pay one hundred percent (100%) of the cost of uniforms providing they are worn, clean and presentable and accompanied by a proper receipt.

Once re-imburement has been made and the driver does not wear the uniform, twenty-five percent (25%) of the cost will be deducted on the next pay period,
- (7) In the event of a tire change on the road, the **Company** agrees to pay fifteen dollars (\$15.00).
- (8) All tractor-trailer drivers are to be supplied with one (1) pair of coveralls per year.
- (9) The **Company** will supply gloves upon request to the plant superintendent.
- (10) Mileage drivers will receive four (4) hours of pay on last day before Christmas shutdown.
- (11) The **Company** to pay up to sixty-five dollars (\$65.00) of the cost of medical examination for the purpose of renewing the driver's license, upon presentation of a proper receipt.
- (12) Cartage and Tractor-Trailer Drivers are responsible for ensuring that they have proper documentation as required by law, i.e. ownership, insurance slip, C.V.O.R., etc. - in any vehicle they are dispatched with.

25.02 The **Company** agrees it will arrange to have all earnings paid every Thursday for the work period ending the previous Thursday at the work place by 5:00 p.m. Each pay cheque shall be accompanied by an itemized statement stating the employee's name, classification, number of regular hours worked, number of overtime hours worked, hourly rate, shift premiums (if any) and an itemized statement of all deductions. No deductions shall be made unless authorized by statute, the courts or this Agreement.

(* Existing Article)

ARTICLE XXVI - BONUS PLAN

Formula

Measure labour efficiency on a monthly basis by calculating total monthly labour costs as a percentage of monthly invoiced sales (including Ottawa sales, U.S. and their customers.

Then compared to historical calculations.

Back orders are not invoiced thus completion of shipped orders is important.

Bonus Amount

Monthly bonus payments of fifty percent (50%) of labour efficiency improvements payable to full-time employees only.

The wages of temporary workers for the first five (5) days will not be included in the monthly labour costs.

Fifty percent (50%) of labour efficiency improvement savings to be reinvested by Mason Windows Limited in new equipment to improve quality and overall efficiency.

Share of the Bonus

Based on performance and attendance.

Time missed includes all absences including vacations, appointments, etc. No exceptions.

Considerations

Performance standards will be reviewed by management and approved and signed by the employee. All performance standards will be based on a reasonable day long steady effort by the employee based on their capability and skill levels.

The standards will be based on the current organizational environment. All normal activities such as picking-up parts, etc., will be taken into account.

All downtime due to uncontrollable employee factors such as material not available, machinery breakdown, etc., will be documented by the employee. This downtime will **NOT** affect the measurement of the employee's performance. It will be the employee's responsibility to document any downtime on a daily basis.

The Company will take all the **reasonable** time and effort required to provide a performance standard that should be approved and signed by the affected employee. No bonus can be paid until the employee has signed and approved the standard. A production standard setting review committee comprised of one (1) management person, the foreman for the area and one person from the Negotiating Committee will be established to determine the reasonable standard, if a dispute arises.

Standards to be based on expected time per unit of output. Daily calculations will be based on the following time availability:

9 hours x 60 minutes	--	540 minutes
-less : breaks		-20 minutes
-less : washroom time, fatigue		<u>-20 minutes</u>
Total minutes available		500 minutes

For temporary job transfers, employees will not be penalized for **not** achieving the performance standards, but will be rewarded if standard exceeded.

For permanent transfers, the employee will have three (3) days of training before having to achieve the performance standard.

New machinery, new production process/systems will be to the benefit of all. For fairness to all employees, the affected employee's standard will be studied and revised if necessary.

Where performance standards can not be quantified, the individual will receive the average bonus earned by the departments affected by his efforts.

Truck drivers, helpers, service personnel, mechanics, milling and T&T drivers to receive bonus based on average earned in the plant..

Foremen to receive bonus based on averaged earned in their department.

Standards may be subject to change if the "Standard Review Committee" finds that they are subsequently unfair, incorrect, etc.

The accuracy and completeness of the individual's daily production output will be the responsibility of the employee.

The Company will attempt to verify the information as is reasonably possible. Any employee falsifying production records will be subject to discipline.

PAYMENT FOR THE MONTH

- if over 100% of Standard met - \$100.00 + whatever the additional percentage is

if 100% of Standard met - \$100.00

if 90% to 99% of Standard met - \$90.00 - \$99.00

- if 80% to 89% of Standard met - \$80.00 - \$89.00

- if less than 80% of Standard met - hourly rate only, discipline may follow.

In all cases the hourly rate is guaranteed.

The individual bonuses to be paid out by separate cheque and posted on the bulletin board.

The incentive plan is not grievable until the Union Negotiating Committee and management agree that all the "Standards" are acceptable.

ARTICLE XXVII - DURATION

27.01 This Agreement shall remain in full force and effect commencing March 2nd, 2003, and shall continue in force until March 1st, 2005, and shall continue in effect from year-to-year thereafter unless either party shall give notice in writing to the other of its desire to negotiate a successor agreement, not more than one hundred and twenty (120) days before March 1st, 2005, or in any like period in any year thereafter. Upon receipt of this notice the parties shall meet within fifteen (15) days and bargain in good faith to make a new Collective Agreement, or so soon thereafter as the parties may agree on.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives this 25th day of MAR, 2003.

MASON WINDOWS LIMITED

FOR THE UNION












