

COLLECTIVE AGREEMENT

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|-------------------|------|----|----|
| SCHEME | Co. | | |
| EFF. | 99 | 02 | 11 |
| TERM. | 2002 | 09 | 10 |
| No. OF EMPLOYEES | 210 | | |
| NOMBRE D'EMPLOYES | | | |

B E T W E E N:

ZEST FURNITURE INDUSTRIES LIMITED
(hereinafter referred to as "the Company")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 183
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly Collective Agreement bargaining relationship between the Company and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the Company business. This Agreement shall be regarded as a complete and specific statement of the relationship between the Company and the Union.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of Zest Furniture Industries Limited in the Municipality of Metropolitan Toronto, save and except Supervisors, persons above the rank of Supervisor, office, clerical and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 - RELATIONSHIP

3.01 Both the Union and the Company agree that no discrimination of any kind will be practised or condoned by them against any employee by reason of sex, race, colour, creed, religion, national origin or age, subject to the Company's right to require employees to retire at age sixty-five (65).

3.02 The Company and the Union agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

3.03 Neither the Union, nor any of its members, will engage in Union activities during working-hours or hold meetings at any time on the premises of the Company without the express permission of the Management.

3.04 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, as requested, co-operate with the Company's efforts to improve the accuracy and efficiency of its production, to produce quality work. The Union agrees that as part of the employee's work responsibility, each employee shall be responsible for examining work received and shall not cover-up, process or pass-on defective or inaccurate work to *the* next operation unless such acts have the approval of supervision.

3.05 Union Security: - Each bargaining unit employee, shall be required, as a condition of employment, to have regular monthly Union dues checked-off. Thereafter, the Company agrees to make such deduction from the first pay due to the employee in each calendar month and to remit same not later than the fifteenth (15th) of the following month to the Secretary/Treasurer of the Union. The Company shall, when remitting such dues, name the employees from whose pay such deductions have been made, together with their Social Insurance Numbers. The Union agrees to advise the Company in writing the amount set as regular monthly dues.

3.06 The Union agrees that it will save the Company harmless from any claim arising pursuant to any deduction made under **this** Article.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 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 Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain, order, discipline and efficiency and in connection therewith to make, alter and enforce from time-to-time rules and regulations policies and practices to be observed by its employees, discipline or discharge employees for just cause;
- (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 subcontracting of work (in accordance with the Company's current practice) 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 job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; 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 or processes; decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations;
- (d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

4.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement: constitute the only limitations upon the Company's rights.

ARTICLE 5 - GRIEVANCE COMMITTEE AND STEWARDS

5.01 The Company agrees to recognize three (3) Stewards selected by the Union. The said Stewards shall be regular employees of the Company during their terms of office and shall have at least six (6) months of service with the Company prior to assuming office. One (1) of the three (3) Stewards is to be the Chief Steward.

5.02 The Union will inform the Company in writing of the names of the Stewards appointed by the Union and of any subsequent changes in the names of the Stewards. The Company shall not be asked to recognize any Stewards until such notification from the Union has been received.

5.03 It is further understood and agreed that the Chief Steward shall be one (1) of the last two (2) employees retained by the Company provided that he is capable of performing the work available.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working-days before the filing of the grievance.

6.03 Grievances shall be adjusted and settled as follows:

STEP NO. 1

The aggrieved employee shall present his grievance orally

or in writing to the Human Resources Manager. He shall have the assistance of his Steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within three (3) working-days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within three (3) working-days thereafter.

STEP NO. 2

The aggrieved employee may submit his grievance in writing to the owner or his designate, who shall arrange a meeting with the said employee within five (5) working-days from such request. Either party shall have the right to request the presence of a full-time Representative of the Union and a Steward. The General Manager shall give his reply in writing to the employee and the Union within three (3) working-days of the meeting.

6.04 If final settlement of the grievance is not completed within seven (7) working-days after deliberations have commenced at Step No. 2 and only if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 7 below, at any time within twenty-one (21) days thereafter, but not later.

6.05 All time limits in the Grievance Procedure and the Arbitration Procedure following, may be extended only by mutual agreement of the parties. Any grievance not processed within *the* time limits or any extension thereto, shall be deemed to have been resolved by the last answer of the Company.

ARTICLE 7 - ARBITRATION

7.01 Both parties to this Agreement agree that only grievances concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

12 The Board of Arbitration will be composed of one (1) person appointed by the Company, 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.

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

7.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in Article 7.03 above, the Ontario Office of Arbitration Commission will be asked to nominate a Chairman.

7.05 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.

7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of **this** Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

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

ARTICLE 8 - MANAGEMENT GRIEVANCES AND UNION POLICY GRIEVANCES

8.01 It is understood that the Management may at **any time** file a grievance with the Representative of the Union and request a meeting with **him** to discuss any complaint with respect to the conduct of the Union, **its** Officers or **Committeemen**, in its relationships with the Company or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union, and that if such grievance by the Management is not settled, it may be referred to arbitration as set forth in Article 7, above.

8.02 A Union policy grievance which is defined as an alleged violation of this Agreement concerning the Union as such and in regard to which an individual employee could not grieve or concerning all or a substantial number of the employees in the bargaining unit and in regard to which an individual employee could not grieve may be lodged by the chief Union Steward in writing with the Management at Step No. 2 of the Grievance Procedure at any time within five (5) full working-days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled at that step it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE 9 - DISCHARGE CASES

9.01 A claim by an employee who has acquired seniority, that he has been terminated without just cause, may be the subject of a grievance.

9.02 All such grievances shall be taken up within three (3) working-days and disposed of within seven (7) working-days except where the case is taken to arbitration.

9.03 Where an employee is given a disciplinary discharge and claims that such discharge was unjust, it shall be treated as a grievance if a written statement of such claim, signed by the employee is lodged with the Human Resources Manager within five (5) working-days after the employee is notified of his discharge.

9.04 All preliminary steps of *the* Grievance Procedure prior to Step No. 2 shall be waived in such cases.

9.05 Where a Board of Arbitration finds the employee to have been discharged without just cause it shall have full authority to reinstate the employee to his former position with full compensation for lost *the* or to make any other determination to the extent only of the liability established by reinstatement which it may consider just and equitable in all of the circumstances.

9.06 An employee who is discharged or suspended shall be given the opportunity to speak with his Steward before being requested to leave the Company premises.

ARTICLE 10 - NO STRIKES - NO LOCK-OUTS

10.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there will be no lock-out. The words "strike" and "lock-out" shall have their meaning from the L A

ARTICLE 11 - WAGES AND JOB CLASSIFICATIONS

11.01 Schedule "A", headed "Wages and Classifications" attached hereto is hereby made part of this Agreement. All employees to be paid in accordance with the wages set out in Schedule "A".

ARTICLE 12 - HOURS-OF-WO= AND OVERTIME

12.01 The normal work-week shall consist of forty (40) hours in five (5) days (Monday through Friday) based on eight (8) hours per day. The Company does not guarantee to provide work for an employee for regularly scheduled hours or for any hours,

12.02 Time worked in excess of the normal daily scheduled hours of work shall be paid for at the rate of time and one-half (1 1/2) the regular rate. The Company agrees that overtime is to be on a voluntary basis, provided that the Company may assign employees to work overtime where a sufficient number of qualified employees do not volunteer.

12.03 All hours worked on a Saturday shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate.

12.04 Employees required to work on Sunday shall be paid double time for each hour worked.

12.05 If the Company institutes a second shift, a shift premium of no less than fifty cents (\$0.50) per hour shall be paid for all hours worked on the second shift. Shift premiums and overtime payments shall not be pyramided.

ARTICLE 13 - VACATIONS WITH PAY

13.01 An employee who on the 30th day of June in each year has:

- (a) one (1) year or more of continuous service but less than seven (7) years of continuous service with the Company shall receive two (2) weeks' vacation per year with pay equal to four percent (4%) of the amount of the employee's total wages in the previous year;
- (b) seven (7) years or more of continuous service but less than fifteen (15) years of continuous service with the Company shall receive three (3) weeks' vacation per year with pay equal to six percent (6%) of the amount of the employee's total wages in the previous year;
- (c) fifteen (15) years or more of continuous service with the Company shall receive four (4) weeks' vacation per year with pay equal to eight percent (8%) of the amount of the employee's total wages in the previous year.

Note: Gross earnings does not include vacation pay.

13.02 An employee who leaves the employ of the Company before becoming entitled to a vacation shall be paid as provided for under the Employment Standards Act and Regulations issued thereunder.

13.03 The Company will attempt to schedule vacations at times acceptable to individual requirements except in the case where it is decided to shut-down all or part of the operations, in such event employees will be required to take their vacation entitlement during such shut-down.

Working during the vacation shut-down shall be on a voluntary basis

Notice of plant shut-down for vacation purposes to be posted three (3) months in advance.

13.04 Employees entitled to more than two (2) weeks' vacation shall advise the Company at least three (3) months in advance if the requested vacation time-off is in conjunction with the plant shut-down and two (2) months in advance if not in conjunction with the plant shut-down. Should a conflict between two (2) employees arise for the same time period off, seniority shall govern, provided that the Company is at all times able to maintain a qualified work force and is able to fulfil its commitments to its customers.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following shall be recognized as holidays to be paid for on the basis of the employee's straight-time hourly rate multiplied by **the** number of hours the employee would normally have **worked** on such day:

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

or days celebrated in lieu **thereof**, regardless of the day on which it falls.

Holiday to be observed on the day it **appears** on the calendar.

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

14.02 An employee will be paid for a holiday provided he:

- (a) works his, last full scheduled shift on the working-day which immediately precedes and his first full scheduled shift on the working-day which immediately follows such holiday unless he is excused by the Employer;
- (b) is on the active payroll of the Company and not on leave of absence, sick leave, Workers' Compensation or lay-off; and
- (c) has completed his probationary period.
- (d) misses part of the qualifying day(s) due to leaving early with permission or scheduled appointments with , i.e. specialist, which is brought to management's attention at the time the appointment is made, in advance of "qualifying day(s)".

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

14.04 If any of the above holidays fall on one observed during an employee's vacation, he shall be entitled to an extra day's pay at his straight-time hourly rate.

ARTICLE 15 - SENIORITY

15.01 Seniority as referred to in this Agreement shall mean length of service in the employ of the Company and shall be on a plant wide basis.

15.02 (a) Newly hired employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period.

Upon completion of the probationary period, a new employee shall have his seniority dated back to his most recent date of hire. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Company.

- (b) It is understood that notwithstanding the expiration of the probationary period, nothing herein shall prevent the Company from discharging an employee for falsification of records, theft or other fraudulent or dishonest conduct which is hereby agreed to constitute just and sufficient cause for discharge.

15.03 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 voluntarily quits;
- (b) if he retires;
- (c) if he is discharged for any cause and not reinstated through the Grievance Procedure;
- (d) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
- (e) if he is laid-off for more than nine (9) consecutive months;
- (f) if he obtains a leave of absence for one (1) purpose and uses it for another;
- (g) if he overstays a leave of absence granted by the Employer without a reasonable excuse acceptable to the Employer;

- (h) if he accepts other employment during any leave of absence granted by the Employer;
- (i) if he is absent from work for more than three (3) scheduled working-days without notifying the Company;
- (j) if he is absent from work for more than twelve (12) months due to accident or illness or a period equal to the employee's seniority prior to absence, whichever is the lesser.

15.04 An employee shall accumulate seniority under any of the following conditions:

- (a) while he is at work for the Company, after **he** has completed his probationary period as set out in Article 15.02;
- (b) during any period when he is prevented from performing his work for the Company by reason of illness, accident and/or injury arising out of and in the course of his employment for **the** Company and for which he is receiving compensation under the provisions of the Workers' Compensation Act for a period of time up to twelve (12) months or the length of **the** employee's seniority whichever is shorter;
- (c) while on approved leave of absence as described in Article 21.

15.05 An employee who does not qualify to accumulate seniority under Article 15.04 shall maintain his existing seniority, **unless** and until he loses same pursuant to Article 15.03.

15.06 An employee's reinstatement after sick leave, or compensable injury, will be conditional upon the Company doctor certifying that he is fully recovered and able to recommence work.

A doctor's certificate shall be presented to the Company if an employee is off on sick leave for more than three (3) days.

15.07 Seniority lists will be revised at least every six (6) months. A copy of *the* list will be posted on the plant bulletin board and a copy mailed to the Union. The Company will not be responsible for errors for action taken on the basis of the posted seniority list unless the employee has notified the Company of such error within five (5) working-days of the posting of the list.

15.08 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the time served in such position shall be included in their seniority standing.

ARTICLE 16 - LAY-OFF AND RECALL

16.01 The Company will consider the requirements and efficiency of operations and the knowledge, training, skill, ability and physical fitness of the individual to perform *the* normal required work in determining which employee is to be laid-off or recalled from lay-off and where these *are* equal, in the opinion of *the* Company, the employee with the greatest seniority will be the last to be laid-off and be the first to be recalled from lay-off. For the purpose of this Article, a lay-off means a lay-off for more than five (5) working-days.

In cases of lay-offs which are anticipated to exceed one (1) working-day but less than five (5) working-days within any job classification, employees in the job classification within the Department concerned may displace junior employees in other departments who perform unskilled work.

It is understood that unskilled work is defined as: general labour, feeding sanding machine, tailing machine(s), and "jigged" work in sub-assembly.

1)2 It shall be the duty of each employee to notify the Company promptly of any change of address. Notice required of the Company shall be deemed to be given if forwarded to the employee at the last address of which the Company had notice.

16.03 When recalling an employee after lay-off, he shall be notified by registered mail or telegram and allowed three (3) working-days 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 shall be recalled but shall be temporarily employed until the senior employee reports within the three (3) working-day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Company within forty-eight (48) hours of the notice of return to work if he wishes the Company to hold the job open for him for the full three (3) working-day period, It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be up to date at all times,

ARTICLE 17 - VACANCIES AND PROMOTIONS

17.01 In filling vacancies and promotions, the Company will consider the requirements and efficiency of operations and the knowledge, training, skill, ability and physical fitness of the individual to perform the normal required work. Where these are, in the opinion of *the* Company, relatively equal, the employee with the greatest seniority will be given preference.

ARTICLE 18 - NEW JOB CLASSIFICATIONS

18.01 When a new job classification, which is covered by the terms of this Agreement, is established by the Company or when an existing job classification is substantially altered so that it is tantamount to a new job classification, the Company shall determine the rate-of-pay for such new classification and notify the Union of the same.

18.02 If the Union challenges *the* rate it shall have the right to request a meeting with the Company to negotiate a mutually satisfactory rate.

ARTICLE 19 - CALL-IN AND REPORTING TIME

19.01 An employee who is regularly scheduled for work and not notified not to report, or who is notified to report and does report for work, shall be provided with a minimum of four (4) hours' work at his regular hourly rate, or the monetary equivalent thereof if no work is available. If no work is available at his regular job such employee may be required to perform four (4) hours' work on any job which he is capable of performing. This section shall not apply if the inability of the Company to furnish work is due to fire, flood, snow, ice, other Acts of God, power failure, labour disputes or other causes beyond the control of the Company.

19.02 An employee who has completed a regular shift and who is called-out to report for work on other than a regular shift, receives no less than the equivalent of four (4) hours pay at his regular straight-time hourly rate whether such employee does in fact work the full four (4) hours or is otherwise pre-disposed by the Company.

ARTICLE 20 - SAFETY AND HEALTH

20.01 The Company and the Union agree to co-operate in the promotion of safety and health of employees during working-hours. The Company shall continue to maintain provisions for the safety and health of its employees at the plant during the hours of their employment. Where the Company deems it necessary, and as required by government regulations, for the safety of the employees, protective devices and other equipment shall be provided in an effort to reduce exposure to injury. The Union will co-operate with the Company in insisting that employees make use of devices and equipment furnished for their protection. An employee who does not wear safety equipment provided shall be subject to discipline.

20.02 The Company shall recognize two (2) Health and Safety Representatives appointed by the Union. These Representatives, together with two (2) appointees from the Company, shall form a Committee as established under the Occupational Health and Safety Act.

20.03 An employee who is injured at work and is unable to complete the rest of his shift shall be paid for the entire shift.

The injured employee shall be transported to a hospital or doctor whichever is necessary, at the Company's expense.

20.04 The Company may require employees to undergo medical examinations because of a suspected health problem for the purpose of determining if the employee is physically fit for employment, or for other legitimate reason. Such examinations shall take place during the employee's regular work-hours. The Company shall pay the cost of the examination and fully compensate the employee for all time lost. The Company shall provide a job description to the physician.

20.05 The Company agrees to provide protective clothing and equipment at its expense. Such protective clothing and equipment includes:

- (a) gloves when required;
- (b) safety glasses (hardex with a ten dollar (\$10.00) limit);
- (c) proper masks where required;
- (d) aprons where required.
- (e) overalls to be provided to the glazer(s) on the paint line, when required.

20.06 The Company agrees to pay, effective September 11th, 1999, seventy-five dollars (\$75.00) per year towards the cost of approved safety shoes for each employee who purchases safety shoes to wear at work.

The above increases to eighty dollars (\$80.00) effective September 11, 2000.

Safety boot allowance to be added to net wages. (Subject to Revenue Canada rules & regulations as pertains to a taxable benefit.)

Glazers & sprayers who require more than one (1) pair of safety shoes per year, must present the "worn-out" shoes, in order to qualify for a further allowance, in any year.

20.07 Employees will be required to wear such safety equipment as may be designated by the Company and failure to do so will be subject to discipline.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 personal Leave: The Company may grant leave of absence without pay if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the plant. The Company's response to the request shall also be in writing. Subject to the foregoing, personal leave of absence will not be unreasonably denied.

21.02 Maternity Leave: The Company agrees to follow the provisions of *the Employment Standards Act* of Ontario with respect to the granting of maternity leave.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Company shall provide a bulletin board which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and similar matters of interest to Union members. No notice shall be posted on such bulletin board without first receiving the approval of the Plant Manager.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 An employee who has attained seniority shall be permitted

ne-off work with pay for the purpose of making arrangements, attending a church service or attending the funeral for a member of his immediate family' for two (2) working-days' "Immediate family" shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.

ARTICLE 24 - PAYMENT OF WAGES

24.01 The Company shall pay wages on a weekly basis every Friday.

ARTICLE 25 - LUNCH PERIOD AND COFFEE BREAKS

25.01 Each employee shall be allowed one-half (1/2) hour for lunch without pay.

25.02 Each employee shall be allowed one (1) ten (10) minute paid coffee break during each half (1/2) shift.

25.03 Any employee required to work more than one (1) hour of overtime, upon completion of his or her shift, will be allowed a ten (10) minute paid break prior to commencing overtime. Notice of overtime will be given one (1) day in advance.

Employees working on the finishing line only shall be entitled to a five (5) minute clean-up period prior to the end of each shift.

ARTICLE 26 - LUNCH ROOM - CHANGE ROOM

26.01 The Company shall provide a designated and sufficiently heated area in which employees may eat their lunch. Such area shall be partitioned.

26.02 The Company shall provide change rooms with lockers and washroom facilities. These facilities shall be properly heated.

ARTICLE 27 - TEMPORARY TRANSFERS

27.01 An employee who is temporarily transferred to another classification will be paid his regular rate-of-pay regardless of whether the temporary assignment is in a higher or lower-rated classification.

ARTICLE 28 - HEALTH AND WELFARE

28.01 i) The Company will continue to pay one hundred percent (100%) of the premium cost of *the* Group Insurance Plan currently in effect and sick benefits for all employees who have completed six (6) months' service. The Company reserves the right to change insurance carriers provided the same level of benefits is maintained.

ii) The Company will pay the required premiums

into Labourers' Local 183 Industrial Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing life insurance, accidental death and dismemberment, dependent life insurance, major medical, dental and weekly indemnity.

Eligibility:

a) if an employee completes six (6) months of service prior to the fifteenth (15th) of the month, the Company shall contribute on behalf of such employee for the same month.

(i.e.) - Six (6) months of service occurs on September 4th. The Company to remit on September 15th, which would provide October 1st coverage for benefits.

b) if an employee completes six (6) months of service after the fifteenth (15th) of the month, the Company shall contribute on behalf of such employee the month following.

(i.e.) - Six (6) months of service occurs on September 21st. The Company to remit on October 15th which would provide November 1st coverage for benefits.

iii) Payments into the Industrial Benefit Fund are to be remitted by the fifteenth (15th) day of the month for which payment is due,

28.02 The Company shall continue to pay the premium cost of the benefits mentioned in this Article for employees on sick leave or Workers' Compensation until the end of the third (3rd) month following the month in which the disability occurred. The Company will pay the premium cost of the benefits mentioned in this Article for employees who are on lay-off until the end of the month in which the lay-off occurs. Arrangements can be made at the employee's request to provide for continuation of coverage at the employee's cost.

ARTICLE 29 - JURY DUTY

29.01 The Company shall pay to any employee who may be required to serve as a juror in any court of law, the difference, if any, between the amount paid to him for his jury services and the amount he would have received for services normally rendered to the Company during the same period of time, provided that the employee has completed his probationary period and notifies the Company as soon as possible of his selection as a juror.

ARTICLE 30 - INCENTIVE SYSTEM

30.01 It is understood that the incentive plan is designated to allow employees the opportunity to earn more than their base rates and that no employee shall be paid less than the rates reflected in Schedule "A", including employees who are red circled.

30.02 The Employer agrees to make every reasonable effort to establish time standards on operations that are not rated at the date of signing of this Agreement, as well as on any future new and/or changed operations,

30.03 The incentive system used by the Employer will be Master Standard Data (MSD), Methods Time Management (MTM), Time and Motion Study (TMS), and/or any recognized industrial engineering technique.



30.04 All incentive standards which may be established in the future, shall be developed to provide the average employee, working at **NORMAL ONE HUNDRED PERCENT (100%) EFFORT AND AVERAGE SKILL**, under average conditions, doing any operation or job, using specified equipment, method and materials, with an incentive opportunity of one hundred percent (100%).

30.05 Incentive standards are to be established on an individual or small group basis, always as close to the individual as practical, and shall provide a one percent (1%) increase in earnings for each one percent (1%) increase in performance above the normal one hundred percent (100%) effort.

30.06 Employees working on incentive standards, whose average total production for any consecutive two (2) week period is less than seventy-five percent (75%) of the established standard shall be subject to disciplinary action up to and including discharge.

30.07 Incentive percentages will be posted for each employee weekly.

30.08 Any employee who produces and passes-on work which is not correctly done, which denies the next person the opportunity to achieve or make incentive because of poor workmanship will not be paid for incentive, the person who has to rework the item will receive the prior persons incentive.

ARTICLE 31 - RENEWAL

31.01 This Agreement shall be in force for a period of three (3) years commencing September 11th, 1999, and expiring September 10th, 2002, and shall continue in force from year-to-year thereafter unless either party gives notice in writing to the other within ninety (90) days preceding the 10th day of September, 2002, or in any year of its desire to bargain with a view to the renewal, with or without modification of this Agreement or to the making of a new Agreement.

31.02 If, pursuant to such negotiations, an Agreement is not

reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation procedures as prescribed under the Ontario Labour Relations Act.

DATED at Toronto, Ontario, this 24TH day of SEPT. 1999.

FOR THE COMPANY:

FOR THE UNION:

S. Mouna

L. Rusyjak

John Meller

A. [unclear]

[unclear]

[unclear]

SCHEDULE "A"

WAGES & CLASSIFICATIONS

Effective September 11th, 1999:

| <u>Group</u> | <u>Start</u> | <u>After Probation</u> | <u>6 months</u> | <u>12 months</u> |
|--------------|--------------|------------------------|-----------------|------------------|
| 1 & 2 | \$9.53 | \$10.54 | \$10.94 | \$11.35 |
| 2A | 10.45 | 11.10 | 11.50 | 11.95 |
| 3 | 11.38 | 11.72 | 12.06 | 12.57 |
| 3A | 11.80 | 12.15 | 12.45 | 12.95 |
| 4 | 12.24 | 12.63 | 12.92 | 13.40 |
| 4A | 12.65 | 13.10 | 13.40 | 13.80 |
| 5 | 13.07 | 13.65 | 13.91 | 14.27 |

F/L and any employee paid higher than rates set out above - shall maintain their rate-of-pay, with a thirty cents (\$0.30) per hour increase effective September 11th, 1999.

Effective September 11th, 2000:

| <u>Group</u> | <u>Start</u> | <u>After Probation</u> | <u>6 months</u> | <u>12 months</u> |
|--------------|--------------|------------------------|-----------------|------------------|
| 1 & 2 | \$9.83 | \$10.84 | \$11.24 | \$11.65 |
| 2A | 10.75 | 11.40 | 11.80 | 12.25 |
| 3 | 11.68 | 12.02 | 12.36 | 12.87 |
| 3A | 12.10 | 12.45 | 12.75 | 13.25 |
| 4 | 12.54 | 12.93 | 13.22 | 13.70 |
| 4A | 12.95 | 13.40 | 13.70 | 14.10 |
| 5 | 13.37 | 13.95 | 14.21 | 14.57 |

F/L and any employee paid higher than rates set out above - shall maintain their rate-of-pay, with a thirty cents (\$0.30) per hour increase effective September 11th, 2000.

Effective September 11th, 2001:

| <u>Group</u> | <u>Start</u> | <u>After Probation</u> | <u>6 months</u> | <u>12 months</u> |
|--------------|--------------|------------------------|-----------------|------------------|
| 1 & 2 | \$10.13 | \$11.14 | \$11.54 | \$11.95 |
| 2A | 11.05 | 11.70 | 12.10 | 12.55 |
| 3 | 11.98 | 12.32 | 12.66 | 13.17 |
| 3A | 12.40 | 12.75 | 13.05 | 13.55 |
| 4 | 12.84 | 13.23 | 13.52 | 14.00 |
| 4A | 13.25 | 13.70 | 14.00 | 14.40 |
| 5 | 13.67 | 14.25 | 14.51 | 14.87 |

F/L and any employee paid higher than rates set out above - shall maintain their rate-of-pay, with a thirty cents (\$0.30) per hour increase effective September 11th, 2001.

Notes:

- 1) It is agreed and understood that the 2A, 3A and 4A progression is at the Company's discretion.
- 2) It is understood that the F/L Group (Foreman and Lead Hands) shall be appointed at the discretion of the Company {minimum of fourteen dollars (\$14.00) per hour start}.

DESCRIPTION OF CLASSIFICATIONS:

GROUP 1 (pertains to all employees with no previous experience in this line of work.)

General help, loading, unloading, springing, machine operator helper, sub-assembly, assembly, drawer assembly, spray glaze, spray washcoat, wiping glaze, padding and highlighting, dip and wipe, hand sanding, hand machine sanding, trimming and packing.

GROUP 2 Machine operators experienced as Group 2, assemblers and sub-assemblers experienced as Group 2. Sprayers of sealers and washcoat - experienced as Group 2.

In Group 2 all the operators have to have experience in their respective jobs.

GROUP 3 Experienced machine operator for Group 3 which will include the set-up of the machine and operating. Assemblers experienced Group 3 for case clamp, door hanging, drawer fitting, inspection, spraying, sealer and lacquer Group 3.

GROUP 4 Experienced machine operator who can work from drawings and make own set-up. Experienced spraying operator Group 4 for spraying final coats of lacquer and shader.

GROUP 5 Experienced operators who can perform set-ups for themselves and others, experienced upholsterers, sample maker.

F/L - FOREMAN and LEAD HANDS

It is understood that the Company has the right to reduce the rate of any employee formerly classified as Foreman but who is no longer performing the responsibility of Foreman and whose rate is higher than that provided in the Collective Agreement.

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