

GENERAL MANUFACTURING MILLWORK AGREEMENT

THIS AGREEMENT, DATED FOR REFERENCE THE 1ST DAY OF MAY 2004

BETWEEN: BEL PAR INDUSTRIES LTD.
12160 - 103A Avenue
Surrey, B.C.

(Hereinafter the Employer)

AND: C.M.A.W., LOCAL 1928

(Hereinafter the Union)

ARTICLE 1: OBJECT

1:01 The object of this Agreement is to promote the industry, elevate the trade, promote peace and harmony between the employers and employees; facilitate the peaceful adjustment of all disputes and grievances, prevent strikes and lockouts and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry. During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike.

ARTICLE 2: COLLECTIVE BARGAINING UNIT

2:01 The Employer agrees that the Union shall solely represent its members in respect of any unresolvable dispute, grievance, question, negotiating matter or issue pertaining to or arising from this agreement. No direct or indirect bargaining shall take place between the individual employees or employer which would alter the application or interpretation of the collective agreement, except at the direction of the Union and as provided for in this Agreement.

2:02 Both parties agree that personnel not included in the bargaining unit shall not perform any of the duties, operate any of the equipment, or use any of the tools normally associated with any of the classifications covered by this Agreement.

2:03 Artek Group staff shall be allowed to perform the

duties of layout person for Architectural Woodwork, providing he does not replace any bargaining unit employee(s).

ARTICLE 3: NEW CONSTRUCTION

3:01 All shop journeymen members working away from the factory premises shall be paid the shop journeyman rate plus 5% differential added to the hourly rate.

Journeyman's rate must be paid to all workers performing journeymen's work. In the event other workers are sent out to load, unload or deliver product they shall be paid their existing shop rate plus 5% differential added to their hourly rate. The Company will compensate employees for use of their vehicle from time to time at 33 cents per km (\$0.33)

ARTICLE 4: WORKING FORCES

4:01 The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, material and equipment are solely the responsibility of the Employer.

4:02 The management and the direction and promotion of the working forces is vested exclusively in the management; provided, however, that this will not be used for purposes of discrimination against the employee. The rights reserved to management herein are subject to the provisions of this Agreement.

4:03 All of the terms and conditions of this Agreement will apply to all employees without discrimination as to sex, colour, handicap or age.

4:04 The Employer signatory to this Agreement will not subcontract any custom work regularly manufactured in the shop to a non-union shop when a union shop is available.

ARTICLE 5: UNION SHOP

5:01 Every employee coming within the scope of the Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Employees at the date of signing of this Agreement, will join the

Union within two (2) weeks following such date.

5:02 When new additional employees are required, the Employer agrees to contact the Union dispatch hall for such. If the Union is unable to supply competent union members, then the Employer may obtain help elsewhere, it being understood that they register with the shop steward before commencing work and remain members in good standing as a condition of continuing employment.

5:03 Shop Stewards shall have one (1) year's service with the Employer and will be recognized in all shops and shall not be discriminated against. The Shop Superintendent or Foreman shall be notified by the Union of the name or names of such shop stewards and in the event of a layoff or reduction in the work forces, such shop stewards shall, at all times, be given preference of continued employment, unless otherwise agreed between the parties hereto, provided he has the necessary skills and qualifications to perform the required work.

Shop Stewards shall be elected by employees who have completed their probationary period. The shop steward will have the option to have with him in a Union/Management meeting, the assistant shop steward or a designate appointed by the head steward.

5:04 It is understood that the Chairman of the Shop Committee, after consultation with his Foreman, shall with permission, during working hours and without loss of time or pay, be allowed to leave his regular duties for a reasonable length of time in order to investigate and settle, if possible, grievances in his jurisdiction.

The Union shall provide the Employer with the name of the Chairman of the Shop Committee.

5:05 Business Agents shall have access to all shops covered by this Agreement in the carrying out of their regular duties, after obtaining permission from the Employer, Superintendent or Foreman; however, in no way will they interfere with the workers during working hours unless permission is granted. The Business Agent may also consult with the job steward at any time during working hours after obtaining permission from the Employer or his representative; such permission is not to be unreasonably withheld.

- 5:06 Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments by check-off, shall be subject to discharge after seven (7) days' written notice to the Employer.
- 5:07 (A) Employees covered by this Agreement shall have the right to refuse to cross a legal picket line.
- (B) The Employer will not perform work, supply goods, or furnish services of a nature or kind that, except for a lockout or lawful strike, would be performed, supplied or furnished by a struck Employer, if so doing would render the signatory Employer an ally as that term is defined by the Labour Code of B.C.

ARTICLE 6: DUES CHECK-OFF

- 6:01 The Employer agrees to deduct from each employee coming within the scope of this Agreement, Union initiation fees, dues and assessments legally levied and in the amount communicated to the Employer by the Union from time to time.
- 6:02 Deductions will be made from the first earned pay period in each month and remitted to the financial secretary of the Union by the end of the applicable month. The remittance shall include a list of the employees, showing their respective deductions, new employees, terminations and those on compensation.
- 6:03 New employees, having worked five (5) working days, shall be made liable for the required deductions. If deduction is not made from an employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.
- 6:04 The Employer agrees that if signed authorizations are deemed required to make such deductions, the Employer will obtain them. The Union will supply such forms upon request.
- 6:05 Dues Supplement Trade Advancement Fund: The Employer will automatically deduct from each member's wages a dues supplement in the amount of two cents (\$.02) per hour for each hour worked by all employees working under the terms of this Agreement, and such deduction shall be forwarded to the Local Union by the fifteenth (15th) day of the calendar month following the month in which the obligation arose.

6:06 Penalties for delinquent payment of contributions and/or deductions: A first time penalty of five percent (5%) will be levied on the outstanding amount of unpaid remittances. Further penalties will be ten percent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in A and B below.

(A) The Union will advise the Employer within forty eight (48) hours in writing of any delinquency.

(B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, the Union shall require and receive a five percent (5%) penalty of the amount of the late payment for first time penalty and ten percent (10%) for further penalties.

6:07 Failing a resolution in Clause 6:07, the Union reserves the right to withdraw its members from the shop or job site for failure to pay any outstanding remittances and penalties.

ARTICLE 7: HOURS OF WORK

7:01 The hours of work shall be thirty-seven and one-half (37 1/2) hours per week, consisting of five (5) seven and one-half (7 1/2)) hour days, from 8:00 a.m. to 4:00 p.m. The work days shall be Monday to Friday, or Tuesday to Saturday for maintenance workers, with one-half (1/2) hour for lunch. The regular starting and quitting time may be varied by mutual agreement between the Union and Employer. **(See Letter of Understanding #1.)**

7:02 Shift work will be paid at standard rates. A six percent (6%) shift premium shall be paid in addition to the standard rate of pay.

7:03 In the event of three (3) shifts being worked, the shifts will be paid seven and one-half (7 1/2) hours at standard rates, but will work the following hours: day shift, seven and one-half (7 1/2) hours; second shift, six and three-quarter (6 3/4) hours; third shift, six and one-quarter (6 1/4) hours. **(See Letter of Understanding #2.)**

7:04 No employee will be allowed to work more than one (1)

regular shift in any day.

- 7:05 The working force on the day shift shall alternate with the working force on the second and third shift on a monthly basis, or by mutual agreement between the Union and the Employer.
- 7:06 When shifts are required for less than one month duration, the Employer will have the right to assign employees to the shifts based on knowledge and qualifications required to operate the extra shift. Exceptions of assignment to be referred to the shop committee.
- 7:07 Regular hours may be varied where both the Employer and employees mutually agree, providing that such variations are approved by the Union and Employer.

ARTICLE 8: OVERTIME HOURS

- 8:01 Except as provided in **Letter of Understanding # 3.** All overtime worked before and after the regular shift will be paid for at double the regular rate of pay. All work performed on statutory holidays shall be paid for at double time rates in addition to the regular statutory holiday pay. All overtime work will be voluntary and no employee will be discriminated against for refusal to work overtime.
- 8:02 Over two (2) hours and up to four (4) hours overtime worked, an employee required to work overtime shall be provided with a meal or meal allowance at the equivalent in dollar value of one-half (1/2) hour's pay at straight time by the Employer, time for such meal is to be on the employee's own time.
- 8:03 Over four (4) hours and upwards of overtime worked; a free hot meal shall be provided by the Employer after the first two (2) hours of overtime worked and after each four (4) hours worked thereafter, providing there is a continuation of work. Such meal times shall be paid for at straight time rates.

ARTICLE 9: CALL-TIME HOURS

- 9:01 Any member who is scheduled and reports to work but is not required shall receive not less than four (4) hours' pay. Any member who works beyond the mid-shift lunch break shall be paid for the full regular shift unless his work is suspended because of weather or

other reasons completely beyond the control of the Employer. Other reasons to include electrical failure, major mechanical breakdown, fire, flood. In such event, the employee will be paid to the point the Employer cancels the shift.

9:02 Any member who has completed one (1) shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates.

ARTICLE 10: PAYMENT OF WAGES

10:01 Every Employer shall, not later than each alternate Friday, pay to his employees all wages and salaries due to them up to a day not more than five (5) days prior to the date of payment. Each pay cheque will include an itemized statement indicating hours worked at straight time and overtime, rate of pay, holiday pay and percentage wherever possible, and individual deductions. Payment is to be made on the job prior to the lunch break. Further, if a statutory holiday should fall on a Friday, payment will be made on the Thursday prior. Any employees who are on afternoon or graveyard shifts will be paid on the Thursdays.

The Employer will provide the option of Direct Deposit for payroll to employees who choose to. Payment of wages shall remain at every second week with an itemized payroll stub being issued on the Friday payday at the same time manual cheques are distributed.

Note: Employees wishing to use this system will fill out an authorization form and submit it to the Employer. This optional system will be in place 30 days after ratification of the Agreement.

10:02 Employees shall be given all wages and statements at time of layoff. In the event of termination (i.e.- discharge for cause or an employee quitting), the employee shall receive his wages and statements at time of termination or arrangements made to mail the wages and statements not later than the following day.

10:03 Annual vacation pay for each employee is to be paid each pay period.

10:04 Where there is a dispute concerning wages, vacation

pay, statutory holiday pay, etc. with the employee, that employee's time card records or any related information for the disputed period shall be made available to the Union within two working days of request, for review and copies made if necessary.

ARTICLE 11: APPRENTICES

11:01 When any apprentices are required, the Employer agrees to notify the Union. It is understood that employers will give preferential consideration to pre-apprentices who have completed the TRAC-Training to completion of the Benchwork and Joiner Specialty or its successor program.

The employers further agree to address the problem of apprentices who are available for work and in the process of their training by endeavouring to place these apprentices in the employer's training program.

All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and parties agree to observe all provisions of said Act with the exception that wages will be based on the following formula:

1st 800 hours	-	55%	of	Journeyman Rate
2nd 800 hours	-	60%	of	Journeyman Rate
3rd 800 hours	-	65%	of	Journeyman Rate
4th 800 hours	-	70%	of	Journeyman Rate
5th 800 hours	-	75%	of	Journeyman Rate
6th 800 hours	-	80%	of	Journeyman Rate
7th 800 hours	-	85%	of	Journeyman Rate
8th 800 hours	-	90%	of	Journeyman Rate

Time spent during school shall count as hours toward apprenticeship. Upon completion of apprenticeship, full rate shall apply.

The Employer reserves the right for final selection of apprentices.

11:02 Every shop employing seven (7) or more journeypersons must employ at least one apprentice and one additional apprentice for every seven journeypersons thereafter. All apprentices shall work with the tools of the trade and shall only do work that is customarily done by a journeyperson. **See Letter of Understanding # 4.**

11:03 In a layoff the maximum ratio of apprentices to

journeypersons shall be one (1) apprentice to two (2) journeypersons. No apprentice will be laid off until the ratio of apprentices to journeyperson excess the one (1) to two (2) ratio. The Employer may retain the three (3) most senior journeypersons after laying off or before recalling the most senior apprentice.

- 11:04 An apprentice shall acquire a reasonable journeyperson's tool kit by the end of his first year.
- 11:05 The apprentice shall use and keep up to date a Record of Apprenticeship recognized by the Employer and the Union and this book shall be open to inspection by both the Union and company representatives.
- 11:06 All apprentices shall study the pre-school study package relevant to their year of training. All employers shall train their apprentices in line with on-the-job training guidelines outlined in the Joiner Training Guide.
- 11:07 Any apprentice who successfully completes his/her pre-apprenticeship training may be given up to eight hundred (800) hours credit towards his/her apprenticeship.

ARTICLE 12: LEAVE OF ABSENCE

- 12:01 Employees who have completed their probationary period with the Employer will be allowed, in the event of death of relatives as noted herein a leave of absence. The pay of the employee is to be his regular straight time rate of pay for three working days. These three (3) days may be taken at the employee's discretion, provided they are contained within a seven calendar day period of the relative's death. To be eligible to apply for such paid leave, the employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or layoff at the time for which leave is requested. The immediate relatives will be: wife, husband, parents, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, and legally accepted common-law spouse, children and parents. In the event of a request from an employee to extend the bereavement leave, such request shall be granted as an unpaid leave of absence, to a maximum of forty-five days out of North America and otherwise, fifteen (15) days. In extenuating circumstances these time limits may be extended by verbal mutual agreement between the Union

and the Employer.

- 12:02 Any bargaining unit employee who is subpoenaed or required to perform jury duty or has been subpoenaed as a witness for litigation involving the Crown on a day on which he would normally have worked will be paid by the Employer, his regular straight time hourly rate of pay for his regularly scheduled hours of work. Employees shall not be required to report if less than three (3) hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hour normally worked, less pay received for jury or witness duty. The employee will be required to furnish proof of jury service or jury duty pay received for same.
- 12:03 Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- 12:04 Union business: Upon written request by the Union, elected officers and delegates will be granted leave of absence without pay for the purpose of such union business. Two negotiating committee members shall be elected by the crew and when negotiating meetings are scheduled, time loss will be paid to a maximum of 48 hours each, by the Employer.
- 12:05 Members elected to full time union positions: Upon written request by the Union, the Employer agrees that an employee will be given a leave of absence and retain and accrue seniority for such length of time as might be required.
- 12:06 The Employer will grant leave of absence to a maximum of six (6) months without pay to employees for compassionate reasons or for educational reasons or training or extended vacation purposes or as mutually agreed by the Employer and the Shop Committee, conditional on the following terms:
- (A) Applicants must:
1. Apply one month in advance unless circumstances arise beyond the control of the employee.
 2. Apply in writing to the Employer and Shop Committee disclosing grounds.

3. Have eighteen (18) months' seniority, or less if agreed by the Employer and the Shop Committee.
- (B) The Employer shall grant such leave provided:
1. A suitable and qualified replacement is available.
 2. The Shop Committee has approved.
- (C) In cases where grounds for leave are of a confidential nature, the Employer shall have the exclusive right to grant such leave with written notice to the Shop Committee.
- (D) Authorized leave shall be in writing and shall be signed by the Employer and the Shop Committee. An employee not returning at the expiration of his leave shall be considered to have quit voluntarily unless he furnishes within three (3) days of the expiration of his leave, a reasonable excuse for not having returned.

ARTICLE 13: SENIORITY

13:01 The Employer recognizes the principle of seniority for employees who have completed thirty (30) working days of employment these same employees will be added to the seniority list on the thirty-first (31st) day of employment. It is understood that the thirty (30) working days will be accumulated within a period of twelve (12) months from the first (1st) day of hire. **(See letter of understanding # 13)**

Further, seniority will be determined by the longest service with the Employer from the first day of work. Any statutory holidays that fall during the probationary period, excluding those that occur while the employee is laid off, will be considered as days actually worked for the purpose of tabulating the thirty (30) day probationary period. Employees hired on the same day will be placed on the seniority list after the probationary period based on date of birth (month, day).

*It is understood that plant wide is interpreted to mean wood shop side and metal shop side. No transferring of seniority will occur between the shops.

13:02 An up-to-date seniority list will be supplied to the

Shop Steward as well as posting on the employee's notice board once every six (6) months.

- 13:03.1 Layoffs: For the prevention of grievances arising over layoffs, those hired on the same day will be placed in date of birth order on the seniority list. The foreman shall notify the chief shop steward in writing prior to the layoff, the names of those to be laid off; it being understood that, with respect to date of birth order of layoff, the final determining factor will be based on qualifications.

Layoffs will occur by seniority on a plant-wide basis and in order to avoid the continual layoff notice the employer shall post the individual names of those to be laid off. At the expiry of that notice, if work continues, then a second notice must be given.

- 13:03.2 Layoff Notice
Whenever an employee has completed his probationary period with the Employer, in the event of a layoff, whenever possible, he shall be given one (1) weeks' notice, however he shall be given a minimum of three days' notice or three days' pay in lieu of the said notice. The minimum layoff notice will include the day notice is given, providing the said notice is given prior to or at the commencement of his shift.

Employees, whenever possible, shall notify the Employer at least one week in advance of their intent to terminate their employment.

Employees with three (3) or more years of service with the Employer shall, in the event of a layoff, be given one (1) week's notice or one (1) week's pay in lieu thereof.

- 13:03.3 Order of Layoff: Consistent with Paragraph 2 of this Clause the employee with the least plant seniority shall be the first laid off provided, however, that the skill and ability, job knowledge and efficiency of the employee as determined by the Company in consultation with the Shop Committee, are relatively equal. In the event that a junior employee is retained then the Union reserves the right to assess the affected employee's qualifications for the purpose of grievance.

Should there be a reduction of the work force within a

job classification, the employees so affected will be given the opportunity to:

1. Exercise their seniority into another classification by "bumping" within one day after layoff notification has been served, providing they have the necessary seniority and ability to do the work required according to plant standards or in cases where plant standards cannot be established then industry standards will apply.
2. Take the layoff and retain their seniority as per clause 13:05 and will be entitled to recall if a vacancy occurs within the job classification from which they elected to take the layoff.
3. In the event that a senior employee wants to take a voluntary layoff in lieu of a more junior employee then by mutual agreement by the company and the individual senior employee this will be acceptable with the understanding that the return of the senior employee will be at a predetermined time period.

It is agreed and understood that when a bumping waiver form is signed and the employee is laid off, his/her record of employment will read "laid off due to work shortage".

13:04 Re-hiring:

1. Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list provided, however, that the skills and ability, job knowledge and efficiency of the employee as determined by the Company in consultation with the Shop Committee are relatively equal. The Employer shall maintain an address and telephone number file on each employee and it shall be the employee's responsibility to notify the employer in writing of any change of address or phone number.
2. It is the responsibility of the employee to maintain phone contact with the Employer while on layoff. In the event a laid off employee is going to be unavailable for recall for a temporary period, it will be the responsibility of the employee to inform the Employer when he will be available.
- 3.0 In the event of a recall, if the Employer is unable to

contact an employee for recall, the Employer will notify the Union. The Union shall attempt to notify the employee.

- 3.1 If, after a twenty-four (24) hour period (excluding weekends and holidays) the Union is unable to contact the employee, the Employer may bypass the senior employee and contact the next senior employee.
- 3.2 If the senior employee has not notified the Employer or Union of his unavailability or his whereabouts, the Employer will be allowed to bypass him with the next senior qualified employee, until the senior by-passed employee makes his availability known.
- 3.3 When the senior employee makes himself available, he shall replace the junior recalled employee upon the completion of the twenty (20) working days from that date.
- 3.4 If the employee has notified the Employer, he shall replace the junior recalled employee at the pre-determined expiry of his absence.
4. In the event of a temporary call-back (that being defined as a recall expected to last less than four (4) weeks) those employees will have the option of accepting or rejecting one or more temporary call-backs.
5. In the event the call-back is expected to last four (4) or more weeks, employees laid off and who have been notified of the plant vacancy must respond to the employer's notification.
6. Employees laid off who have acknowledged the recall must report to work no later than the commencement of their shift of the fourth working day following notification of recall.
7. It is understood that a voluntary bypass of a recall of more than four (4) weeks will be an option providing the company agrees. Employees taking this option will be eligible for recall upon the next rehiring phase.
8. If the employee fails to report to work after having acknowledged the recall and having no reasonable excuse for his failure to do so, he shall forfeit all of his seniority rights.

9. After the company representative has reached the employee and given notification of recall, the employee must accept or decline such recall within one hour of notification.
10. Notwithstanding subsection 6 above, recalled employees in receipt of EI benefits shall report back to work at the commencement of their shift on the day following notification of recall.
11. The Company can recall an employee who has less than 6 months seniority retention without regard to his date of hire. All employees having 6 months or more seniority retention shall be recalled in order which their names appear on the seniority list (first one hired, first one recalled.)

13:05 It is agreed between the employer and the Union that seniority during layoff or leave of absence will be retained on the following basis:

- (A) Employees with up to and including six(6) months seniority at time of layoff or leave of absence shall retain their seniority for a period of six (6) months
- (B) Employees with more than six (6) months to and including twelve (12) months seniority at time of layoff or leave of absence shall retain their seniority for eighteen (18) months.
- (C) Employees with more than twelve (12) months seniority at time of layoff or leave of absence shall retain their seniority for twenty - four (24) months.
- (D) Employees on compensation, sickness, or disability due to accident, for such time as it may take to recover health. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (E) It is understood that when an employee is recalled from layoff within the period as outlined in (A), (B) and (C) and returns to work following resolution of factors outlined in (D), his plant seniority will remain unchanged from that originally established.

13:06 Job postings: All job vacancies, including promotions to a higher trade classification and transfers and new positions shall be posted within seven working days from such date the vacancy occurred or such date the new position will be required or productions start is

expected. It is understood that the employer will determine if a vacancy must be filled. If an employee is performing work in a higher classification the posting will be automatically be posted within the prescribed seven day period. Furthermore, any new or altered jobs that arise will be referred to the shop committee, which will include a union officer to determine the classification and wage rate. Such postings shall be made for five continuous days on the bulletin board. The postings shall set out a job description, qualifications required by the job, classification and wage rate. Postings shall be awarded within ten working days of the original posting date. The Employer reserves the right to select the successful applicant, taking seniority, skills, ability and qualifications into consideration. In the event of an upheld grievance arising due to an improper posting or awarding, all time acquired by the junior employee in the grieved posting will not be considered.

If a training period is required the length of this period shall be determined by mutual agreement between the employer and the union.

Promotions to foreman and lead hand will be posted in the usual manner, taking into account, the seniority and ability to perform the work required. Upon awarding of the postings, the successful applicant will be on a probationary period for two calendar months, in order to access the applicant's ability as foreman or lead hand. Should the applicant be unable to adapt to the skills required for the foreman or lead hand position the applicant will return to his previous position. The Company recognizes that senior employees are entitled to preference regarding job opportunity. However, it is understood that foremen and lead hand positions require certain skills not necessarily related to their trade, including but not limited to: leadership, organization, record keeping, scheduling and people skills. For these reasons, the Company reserves the right to select the successful applicant and the Union reserves its right to grieve.

Any temporary position that becomes available as a result of a classified employee being absent for more than five working days shall be posted for forty eight hours at which time the position shall be temporarily awarded to the most senior and qualified applicant.

The vacancy or vacancies that arise other than the

original temporary vacancy will not be posted. The employer will consider senior employees who indicate a preference for temporary job vacancies.

In the event of a temporary vacancy that has been previously posted and awarded such posting would not be re-posted unless the employee is not interested in filling the position. Upon the return of the classified employee, the temporarily assigned employee(s) will return to his/her position.

13:07 Students - Definition: A student is defined as a person in full time attendance at school or university who is on summer break or on a break for a semester and who will be returning at the end of the break. If requested by the Union, proof of student status will be supplied.

The Employer may employ students during their break upon mutual agreement between the Union and the Employer. The Employer may employ students providing the student does not replace any union member. The student will pay union dues at **(3) hours dues** per month (no initiation fee will be deducted.)

A student employed under conditions as above will not accrue seniority as per Article 13, Clause 13:01, but will receive all other benefits afforded by the Agreement.

13:08 It is hereby agreed between the parties that a Union/Management Consultation Committee will be established in each shop covered by this Agreement. The Committee shall consist of not more than three persons representing the Union and an equal number representing the signatory Employer. The Committee shall meet from time to time to discuss matters of mutual interest including but not limited to, an individual employee's classification. Should a dispute arise as to an employee's classification and such dispute is not resolved between the Union/Management Consultation Committee the matter shall be submitted to the Grievance Procedure starting with Article 23:05.
(See Letter of Understanding # 15)

ARTICLE 14: VACATIONS WITH PAY

14:01 Employees shall receive vacation pay in accordance with their years of seniority with the Employer as follows:

Up to 2 yrs. seniority	4% of gross earnings	2 weeks
2 yrs. or more seniority	6 1/2% of gross earnings	3 weeks
9 yrs. or more seniority	8 1/2% of gross earnings	4 weeks
18 yrs. or more seniority	10 1/2% of gross earnings	5 weeks

Note: Gross earnings shall include regular wages, statutory holiday pay and overtime premiums when calculating vacation pay entitlement.

14:02 Employees having two (2) or more years of seniority with the Employer shall receive an additional two and one-half per cent (2 1/2%) of their gross earnings, to provided for third week's vacation with pay. This amount to be paid from the employee's first day of the start of the third year. A vacation list shall be provided and posted on the notice board so that employees may choose their time of vacation. Vacations provided for in 14:01 and 14:02 may be taken consecutively at the discretion of the employee, seniority in each department to be the deciding factor. All holidays to which employees are entitled must be taken.

14:03 Employees having nine (9) or more years of seniority with the Employer shall receive an additional two percent (2%) of gross earnings to provided for a fourth week's vacation with pay. This amount to be paid from the employee's first day of the start of the ninth year. The fourth week shall be taken by mutual agreement between the Employer and the employee. In the case of an employee having nine (9) or more years of seniority being laid off, discharged or quitting, the total vacation pay shall be eight and one-half per cent (8 1/2%) of the employee's gross earnings.

14:04 Employees having eighteen (18) or more years of seniority with the Employer shall receive an additional two per cent (2%) of gross earnings to provide for a fifth week's vacation with pay. This amount to be paid from the employee's first day of the start of the eighteenth year. The fifth week shall be taken by mutual agreement between the Employer and the employee.

In the case of an employee having eighteen (18) or more

years of seniority being laid off, discharged or quitting, the total vacation pay shall be ten and one-half per cent (10 1/2%) of the employee's gross earnings.

- 14:05 The following shall be considered as days actually worked for determining eligibility for vacation pay percentage and vacation entitlement for an employee after one year of employment:
- a. Absence on Workers' Compensation up to a period of one year, provided the employee returns to his employment.
 - b. Absence due to illness up to a period of one year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
 - c. An employee on duly approved leave of absence will, when he returns, be credited with the time worked prior to and during the said leave of absence.
 - d. An employee laid off will, when he returns within his retention of seniority period, be credited with the time worked prior to and during layoff for the purpose of determining vacation pay percentage.
 - e. Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

ARTICLE 15: STATUTORY HOLIDAYS

15:01 All employees covered by this Agreement who have been employed with the Employer one (1) month (thirty calendar days) or more shall receive twelve (12) paid statutory holidays per year and any Federal or Provincial Government declared holidays, and shall receive a day's pay at the regular rate of pay on the pay day following the statutory holiday. **(See Letter of Understanding # 5)**

15:02 The twelve (12) statutory holidays shall be:

New Year's Day	Heritage Day(3rd Mon.in Feb.)
Good Friday	Easter Monday
Victoria Day	Canada Day
B.C. Day (1st Mon.in Aug.)	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

15:03 When a statutory holiday falls on a non-working day, the employees, by majority vote, shall determine the day or days to be observed. The employees will conduct their vote twenty (20) working days prior to the statutory holiday and the shop steward shall report the results to the employer. The employer shall post the day to be observed for the holiday no less than fifteen (15) days prior the statutory holiday being observed. Employees choice of the recognized day will be subject to the Employer's requirements of production and shipping obligations.

Remembrance Day Statutory holiday shall be recognized on the day that it falls. In the event that it falls on a weekend, the employees shall decide which working day will be recognized, as described above.

15:04 Employees laid off or terminated prior to the statutory holiday, shall be entitled to holiday pay for that holiday, provided they have worked at least ten (10) days during the thirty (30) calendar days immediately preceding the general holiday. Should a statutory holiday fall during the ten day period, it shall be considered as a day actually worked for determining the eligibility of the statutory holiday pay entitlement. **(See letter of Understanding # 6_)**

Employees terminated for just cause shall not be entitled to receive subsequent statutory holiday pay, for holidays that may arise.

ARTICLE 16: HEALTH AND WELFARE

16:01 Effective December 2003 the Employer shall remit to the Millworkers Health and Welfare Trust Fund contributions of one dollar and sixty-four cents (\$1.64) per hour worked and an additional amount deducted from the employee's wage package. The amount of the deduction will be at the discretion of the Health and Welfare trustees communicated to the Employer from time to time. **Effective May 1, 2005** the Employer shall remit to the Millworkers Health and Welfare Trust Fund contributions of one dollar and eighty-four cents (\$1.84) per hour worked.

Such contributions are due and payable for each employee covered by this Agreement on or before the 15th day of the calendar month following the month in which the obligation arose. Any savings in the unemployment insurance premium payment shall be

considered part of this payment.

16:02 Penalties for delinquent payment of contributions and/or deductions: A first time penalty of five per cent (5%) will be levied on the amount of unpaid remittances. Further penalties will be ten per cent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in A and B below:

- (A) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- (B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five per cent (5%) penalty of the amount of the late payment for a first time penalty and ten per cent (10%) for further penalties.

16:03 The Union reserves the right to withdraw its members from the job or jobsite for failure to pay any outstanding remittances or any penalties as assessed by the Board of Trustees of the Millworkers Health and Welfare Trust Fund.

ARTICLE 17: PENSION FUND

17:01 Effective May 1, 2004, the Employer signatory hereto shall contribute to the Pension Plan in the manner and for purposes called for in this Article, for each hour worked for all employees covered by this Agreement.

Effective May 1, 2004 the Employer shall contribute \$1.51 per hour worked for all employees covered by this agreement.

17:02 The Employer shall remit to the Local Union 1928 Pension Plan. Such remittances are due and payable for each employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose and shall be remitted to the Plan.

17:03 Penalties for delinquent payment of contributions and/or deductions: A first time penalty of five per cent (5%) will be levied on the amount of unpaid remittances. Further penalties will be ten per cent (10%). The original amount plus the penalty will be due and payable no later than one week after the

notification from the Union has been served as set out in A and B below:

- (A) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- (B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five per cent (5%) penalty of the amount of the late payment for a first time penalty and ten per cent (10%) for further penalties.

17:04 Failing a resolution in Clause 17:03, the Union reserves the right to withdraw its members from the shop or job site for failure to pay any outstanding remittances and penalties.

ARTICLE 18: NOT APPLICABLE

ARTICLE 19: TECHNOLOGICAL CHANGE

19:01 In the event of a technological change involving layoff of personnel, every effort shall be made by management and Union to settle any grievance before referral to the Ministry of Labour.

ARTICLE 20: GENERAL CONDITIONS

20:01 A ten (10) minute rest period will be allowed midway in each half of a shift. If overtime has been scheduled, a ten (10) minute rest period will be allowed between the end of the regular shift and the start of the overtime. **(See Letter of Understanding # 9).**

20:02 Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the Employer

20:03 Adequate and separate rest room facilities will be provided in accordance with the Factories Act and shall be maintained in a clean condition by the Employer.

20:04 Reasonable pick-up and wash-up time will be allowed prior to quitting time.

20:05 No employee shall supply any tools on the Employer's premises other than accepted normal tradesman's hand tools. Where drill bits, files etc are used extensively, the Employer, shall supply the first issue and replace worn or broken items. At termination, the

issued items shall be returned to the Employer.

- 20:06 The Employer must assure the safety of the employee's tools against fire and burglary while in his employer. If so requested, the employee shall submit to the Superintendent or Employer representative an inventory of tools and working apparel on the job.
- 20:07 No worker will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union or the Employer. He will not transport goods manufactured by the Employer with his own motor vehicle on a regular basis.
- 20:08 Failure of any employee to act upon conflicting instructions given him by other than his immediate superior shall not constitute cause for dismissal, demotion or discipline.
- 20:09 Employees performing work in a higher classification for a portion of the day shall receive the higher classified rate for four (4) hours. If work has been performed in the higher classifications for four (4) hours or more, then the highest classified rate will be paid for the full shift (including any overtime hours).
- 20:10 The Employer will endeavour to resolve parking problems for the employees during the term of this Agreement.

ARTICLE 21: SAFETY AND HEALTH

- 21:01 It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation act and any refusal on the part of a member to work in contravention of such regulations shall not be a breach of this Agreement. Further, no member will be discharged because he fails to work under unsafe conditions or because he insists on safe working conditions. Any refusal of a member to abide by Workers' Compensation Board regulations after being duly warned will be sufficient cause for dismissal.
- 21:02 A Safety Committee will be established in accordance with Workers' Compensation Board requirements. Safety meetings will be held once monthly during working hours and no member of the Committee will suffer deduction in wages for time spent on behalf of the Committee. The Employer may have fifty percent (50%) of participants on this Committee.

- 21:03 When an employee is unable to work due to a compensable injury recognized by the Workers' Compensation Board, he shall be paid by the Employer for the full shift for the day of the injury.
- 21:04 When the employer requests an employee to write a first-aid exam and/or for those employees who are required and requested by the employer to renew their first-aid tickets, time lost to write the exam and time lost to take the two (2) week course shall be paid at their straight time rate of pay by the employer upon successful completion.
- In addition, registration fees shall be paid by the Employer (at time of registration), providing the employee attends the course.
- 21:05 When the secretary of the Safety and Health Committee is a Union member, the Employer will provide such individual with the facilities and sufficient time during working hours to write the minutes of the monthly meetings.
- 21:06 The Employer shall supply the necessary protective devices for employees in accordance with the Workers' Compensation Board Regulations:
- properly fitting glasses, face shields or other eye protective equipment appropriate to the work being done (14:21)
 - hearing protective devices will be supplied in the form of muff and plug depending on the noise level in the working area (13:21)
 - leather, canvas or rubber gloves will be supplied, dependent on the work area (eg. breakout, painting, etc.) (14:16)
 - breathing apparatus (eg. - for paint shop, dust mask will be supplied for such areas as necessary) (14:23 Appendix C)
 - limited pressure nozzles will be supplied for dust removal from clothing (8:56)
- 21:07 When an employee is sent from the plant for medical

assistance (ie - hospital, doctor) for job related sickness or accident, transportation from the plant to the medical facility and return to plant will be provided by the Employer, or the Employer will reimburse the employee for the cost of such transportation on presentation of a receipt. In the event the employee goes home from the medical facility, he will be reimbursed the equivalent amount of cost of transportation to the plant.

21:08 In plants or areas where the Workers' Compensation Board has ruled that the wearing of safety footwear is mandatory, the Employer will pay all employees an amount of \$.03 per hour to cover the cost of such footwear. Such footwear shall conform to the Workers' Compensation Board standards.

ARTICLE 22: Deleted

ARTICLE 23: GRIEVANCE PROCEDURE

23:01 Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any differences arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

All grievances shall be presented within fifteen (15) days and no grievance will be considered unless the matter has been brought to the attention of the Employer by the employee and/or his Union representative within this time limit.

The time limits may be extended by mutual written agreement of the parties.

The specified time limits shall apply from the time the Union and/or employee were aware of the alleged violation.

All disciplinary letters issued to employees shall be pulled from the employee's file and destroyed twelve (12) months after the date of issue provided no other disciplinary letter has been issued in the intervening period. In that event, the twelve (12) months period will run from the date the last letter was issued.

- 23:02 The employee involved, preferably with the shop steward, will first take up the matter with his Foreman or Supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days the matter shall be referred within (3) days as follows:
- 23:03 Failing resolution in 23:02, the Union representative and the Employer's representative will discuss and, if possible settle the matter.
- 23:04 Failing resolution in 23:03 above, within three (3) working days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.
- 23:05 Failing resolution in 23:04 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) members as follows:
- (A) The party desiring arbitration shall appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.
 - (B) The party receiving the notice shall within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
 - (C) The two (2) arbitrators so appointed shall confer to select a third member to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.
 - (D) In the event that either party fails to make an appointment of its nominee within the prescribed five (5) days as outlined in (B), then the party failing to appoint its nominee will automatically agree to a single arbitrator chosen by the other party.
- 23:06 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman. The time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of a majority of the board shall be final and

binding upon the parties and they shall carry it out forthwith.

23:07 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointees to the board and one-half the compensation and expenses of the Chairman and stenographic and other expenses of the Arbitration Board.

23:08 By mutual agreement, the parties may submit any matter to a single arbitrator.

ARTICLE 24: CLASSIFICATIONS AND WAGE RATES

24:01 Lead Hand: Fully experienced person responsible for a group of not more than eight (8) workers.

Journeyman or Specialist Recognized by the Union and the Company: An employee doing all work normally associated with the job or trade with no supervision. He/she reads and interprets cutting bills and shop drawings and does work that is an overall process and is responsible for the finished product or components in quality and quantity.

Depending on the classified work available, at least (50%) of the direct labour work force shall at all times be classified as Journeyman. To include:

Detail machinist

Layout Person (Wood Shop only)- Defined as a bargaining unit employee capable of drafting or designing product from a blue print or sketch that may include specific method of construction and measurements.

(The practice of allowing a supervisor staff person to continue doing layouts as well, will not be prevented).

Benchman or Assembler (including making of jigs, templates, production set-ups and custom assembly)
Veneer sewer, slicer, cutter, selector, guillotine operator (headman only)

Painter/finisher (stains)

Knife grinder

Set-up and operate all machines -change knives, heads and blades

Metal Fabricator - Welder # 1 (where applicable)

Millwright

Craftsperson 1

Employee performing a number of single tasks of a specialized nature under supervision as specified below. Includes the reading of simple drawings and cutting bills. To include:

Metal Craftsperson- Welder # 2 (where applicable)

Rip Saw Operator

Shaper Operator

Sander Operator (includes stroke sander)

Jointer Operator

Boring Machine Operator

Veneer sewer, splicer, cutter, guillotine operator when working with a Journeyperson.

Production assembler - no custom fitting

Shipper/receiver

Stockroom stores person

* Operator - manually feeds, correctly places, engages equipment to perform required work and makes running adjustments.

Production I: An employee performing work that requires a limited amount of skill, working under direct supervision. He/she does not set up equipment or read and/or interpret drawings. Operates all portable power tools. To include:

Repetitive basic assembly of component parts

Metal production worker- Welder # 3 (where applicable)

Forklift operators (all)

Truck driver over 12,000 lbs GVW (or 5400 kgs)

* Machine Feeders

Cut-off saw - rough cut, no detail, no finished product

Case clamp assemble - no set-up

Painter helper (including hand sanding) no spraying

Veneer press operator

Band Saw - rough cut, no detail no finished product

Veneer trimming/filing

*Machine feeder - working under supervision of a Journeyperson or a Craftsperson I.

General Labour I: An employee performing work that is of a manual nature and/or requiring a limited amount of craft skill, working under direct supervision.

To include:

Machine Tailers

Truck driver - under 12,000 lbs

Janitor

Swamper

Veneer press loading/unloading

Assistance Stock room/stores person
Warehouseman

24:02 Minimum wages rates shall be as follows;

	Current 2004	
Journeyman	23.83	
Craftsman	20.26	
Prod 1	18.11	
General Labourer	16.67	
Red Circled P1	22.40	
Red Circled P2	20.61	
Red Circled Helper	18.78	
Education Painter	21.79	(See Letter of Understanding #7)
Lead Welder	18.11	
Educ/Warehouse 1	17.69	
Educ/Warehouse 2	16.04	
Educ/Warehouse 3	14.82	
Red Circ. Educ. P1	19.33	
Red Circ. Educ. P2	18.78	
Red Circ. Educ. P3	17.69	

- C) The wage rates specified in paragraph (A) above are for the purpose of repetitive production oriented operations. Any new employees hired for this purpose will be classified and paid at the classified rate. The wage rates specified in paragraph (B) are the red-circled rates for current employees being transferred into these positions.

All lead hands to receive one-half (1/2) hour's additional pay per complete shift.

All forepersons to receive one (1) hour's additional pay per complete shift.

24:03 First Aid Attendants:

When an Employer requires either a Level 1 or Level 2 First Aid Ticket Holder, he shall be paid the following premiums over his regular rate of pay:

Level 2 Ticket Holder	\$ 0.50	per hour
Level 1 Ticket Holder	\$ 0.10	per hour

ARTICLE 25: DURATION OF AGREEMENT

ADDENDUM

BETWEEN: BEL PAR INDUSTRIES LIMITED (EDUCATIONAL DIVISION)

AND: C.W.A.W. LOCAL 1928

It is hereby agreed by the parties hereto that the following shall be the classifications and wage rates for the educational division only:

Lead Welder:

An employee who can set up and use all tools, jigs, and machinery supplied by the company within the department with a minimum of supervision. To be responsible for most custom manufacturing, including welding.

Production #1:

A production worker performing functions within the department with a minimum of supervision. Can use and set-up tools, jigs and machinery supplied by the company within the department, which he has been trained to use. To include welding of all products manufactured within the department.

Production #2:

A production worker performing functions within the department under direct supervision and not be held responsible or required to set-up equipment or machinery. Can use and adjust tools, jigs and machinery supplied by the company which he has been trained to use. To include welding of products made in set-ups, jigs, etc.

Production #3:

An unskilled light production worker, to be trained for regular production work within the department. Employees starting with the company in this category are subject to an evaluation of their ability to be trained for other production positions. This category may include students hired during the summer season.

(See letter of understanding #12)

	<u>May 1/04</u>	
Painter	21.79	
Lead Welder	18.11	(See Letter of Understanding #7)
Production #1	17.69	
Production #2	16.04	
Production #3	14.82	
Redcircled P1	19.33	
Redcircled P2	18.78	
Redcircled P3	17.69	

Note: The Company must employ a lead welder for as long as welding is performed within the department.

All other conditions except those listed above shall be as per the Bel-Par Industries Ltd. Millwork Agreement.

Any employees transferring into the warehouse or education department will not carry their red circled rates with them, nor will they receive the red circled rate of the employees they may be bumping.

Such employees will receive the rate for such work they are capable of performing and no training will be provided. These employees utilizing their seniority to bump junior employees must be able to perform such work to plant standards within a reasonable transition period (to a maximum of five working days).

In the event of a question of ability of performing such work to plant standards for the senior employee(s) bumping in, consultation will be held with the shop steward, Supervisor and Workmate(s). If it is decided that only through training will the senior employee be able to perform such work, to plant standards, he will not be eligible to bump into the division.

Dated this day of ,2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

ADDENDUM

BETWEEN: BEL PAR INDUSTRIES LIMITED (WAREHOUSE AND SERVICE DEPARTMENT)

AND: C.W.A.W. LOCAL 1928

RE: Classification and Wage Rates

Warehouse & Service #1:

Will be able to perform any operation or job function assigned to them in their department or work area and may be called to direct not more than four workers engaged in loading or unloading and material handling of product. May use forklift under 8,000 lbs. to unload material from delivery trucks and other occasional short durations of work, in various departments. If such use is extended, the red-circled Production II rate of standard millwork agreement is paid for that duration only, with Section 20:09 waived.

Warehouse & Service #2:

Will be able to perform any operation or job function under adequate supervision and direction, including operating any material handling equipment required in material handling.
*Forklift 3,000 lbs.

Warehouse & Service #3:

New employees, under adequate supervision and direction with no experience, including Janitorial serviceperson (who will be allowed to use the forklift exclusively relating to disposal of refuse whenever the need may arise).

*New employees will be on probation as per Article 13, Section 13:01 of the agreement. (See letter of understanding #12)

	<u>May 1/04</u>	
Warehouse & Service #1	17.69	
Warehouse & Service #2	16.04	
Warehouse & Service #3	14.82	See Letter of Understanding #7)
Red Circled Warehouse/Service I	19.33	
Red Circled Warehouse/Service II	18.78	
Red Circled Warehouse/Service III	17.69	

NOTE: Certain long service employees within the department, who were transferred from other classifications within the plant and maintained the previous rate - those rates will be "red circled" during their term of employment with the company.

The following classification and wage rates are to be paid according to the Standard Millwork Agreement (red circled rate as per Article 24:02 red-circled Production 2 classifications.

Classification

- 1. Truck Driver Class 3
- 2. Forklift Under 8,000 lbs.

Any employees transferring into the warehouse or education department will not carry their red circled rates with them, nor will they receive the red circled rate of the employees they may be bumping.

Such employees will receive the rate for such work they are capable of performing and no training will be provided. These employees utilizing their seniority to bump junior employees must be able to perform such work to plant standards within a reasonable transition period (to a maximum of five working days).

In the event of a question of ability of performing such work to plant standards for the senior employee(s) bumping in, consultation will be held with the shop steward, Supervisor and Workmate(s). If it is decided that only through training will the senior employee be able to perform such work, to plant standards, he will not be eligible to bump into the division.

Dated this day of ,2004

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

ADDENDUM

BETWEEN: BEL PAR INDUSTRIES LTD. METAL SHOP DIVISION

AND: C.M.A.W. LOCAL 1928

LEADHAND

Fully experienced person responsible for a group of not more than eight workers.

JOURNEYPerson OR SPECIALIST RECOGNIZED BY THE UNION AND THE COMPANY

An employee doing all work normally associated with the job or trade with no supervision. He/she reads and interprets cutting bills, and shop drawings and does work that is of an overall process and is responsible for the finished product or components in quality and quantity.

Depending on the classified work available, at least (35%) of the direct labour force shall at all times be classified as journeyperson, to include;

Layout - where applicable to welders or sheet metal workers
 Making of jigs
 Set up of and operate all tools and machinery
 Stick M.I.G. and T.I.G. welding of all products
 Brazing and soldering
 Straightening up and stress relief of welded sheet metal products
 Craftsperson

Employee performing a number of single tasks of a specialized nature under supervision as specified below. Includes the reading of simple drawings and cutting bills. To include;

Set up and operation of tools, jigs, and machinery which he/she has been trained to use
 General stick, M.I.G. welding some T.I.G. welding
 Brazing and soldering

Craftsperson

Employee performing a number of single tasks of a specialized nature under supervision as specified below. Includes the reading of simple drawings and cutting bills. To include;

Set up and operation of tools, jigs, and machinery which he/she has been trained to use
 General stick, M.I.G. welding some T.I.G. welding
 Brazing and soldering

Door and frame construction, including electrical under minimum supervision

Production I

An employee performing work that requires a limited amount of skill working under direct supervision. He/she doesn't set up equipment or read and/or interpret drawings. Operates all portable power tools. To include:

Repetitive basic assembly of component parts, uses tools, jigs and machinery which he/she has been trained to use. M.I.G. welding under direct supervision of craftsperson or journeyperson.

General Labour I

An employee performing work that is of a manual nature and/or requiring a limited amount of craft skill working under direct supervision to include;

- Drill Press operator, (no set ups)
- Deburring
- Grinding

Dated this day of 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #1

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

RE: ARTICLE 7:01 - HOURS OF WORK

This letter of understanding will replace the provisions in Article 7:01. The minimum hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days, from 7:30 a.m. to 4:00 p.m. The work days shall be Monday to Friday or Tuesday to Saturday for maintenance workers, with one-half hour for lunch. The regular starting and quitting time may be varied by mutual agreement between the Union and the Employer.

THIS LETTER OF UNDERSTANDING WILL EXPIRE ON APRIL 30,2007

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #2

BETWEEN: BEL PAR INDUSTRIES LIMITED

(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928

(Hereinafter the Union)

RE: ARTICLE 7:03 - SHIFT WORK

This Letter of Understanding will replace Articles 7:03. In the event of three (3) shifts being worked, the shifts will be paid eight (8) hours at standard rates, but will work the following hours:

- 1st shift - eight (8) hours
- 2nd shift - seven and one-half (7 1/2) hours
- 3rd shift - seven (7) hours.

THIS LETTER OF UNDERSTANDING WILL EXPIRE ON APRIL 30,2007

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #3

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

RE: ARTICLE 8:01 - OVERTIME

It is agreed and understood between the parties that the following agreement will be in place for the term of this three (3) year collective Agreement, after which the language in Article 8:01 will apply.

During this period, all employees shall receive time and one-half the regular rate for all work performed before and after the regular shift to a maximum of two (2) hours per day and ten (10) hours per week Monday to Friday.

Work performed on Saturdays shall be paid at time and one-half for the first eight (8) hours and double time thereafter. Work performed over the first two (2) hours Monday to Friday, Sundays and holidays shall be paid at double time rates.

Overtime premiums in accordance with letter of Understanding #3 will be paid only if an employee works more than 40 hours in a week. This 40 hr rule will include any overtime hours worked during the week.

eg. If an employee works only 36 hours during the work week, but has worked an additional 6 hours of overtime, then all hours worked after the 40 will be paid at the applicable overtime premiums. (40 hours paid at straight time, 2 hours paid at overtime).

THIS LETTER OF UNDERSTANDING WILL EXPIRE ON APRIL 30,2007

Dated this day of ,2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 4

BETWEEN: BEL PAR INDUSTRIES LTD.
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

RE: ARTICLE 11:02 - APPRENTICES

It is agreed and understood that BelPar will comply with Article 11:02 of the collective agreement in employing one apprentice for every fifteen journeypersons with a maximum of four apprentices.

THIS LETTER OF UNDERSTANDING WILL EXPIRE ON APRIL 30,2007

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 6

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

Re: Article 15:04

As clarification of the application of Article 15, it is agreed as follows:

- 1) WCB Benefits: Any employee who is entitled to receive WCB benefits will not be eligible for payment by the Company for any Statutory Holiday arising during the period that the employee is entitled to receive WCB benefits.

Note: "Eligibility" for WCB Benefits is to be determined by the agency in question, not by the Company or employee.

DATED THIS DAY OF , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #8A WOOD SHOP

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

RE: TRANSFER OF EMPLOYEES TO OTHER CLASSIFICATIONS
(WOOD SHOP ONLY)

Article 24:02 classification changes are for the purpose of repetitive production oriented operations and not as a substitute for custom manufacturing.

Depending on the classified work available there shall at all times be a MINIMUM ratio of 50% of the total work force employed and paid as journeyman.

The following persons WILL NOT be included in the calculation of the minimum of journeymen that are employed and paid as journeyman:

- 1) Lead hand/Elevators/Millwork
- 1) Lead hand/Assembly/Fixtures
- 1) Lead hand/Machining/Fixtures
- 2) Shop Stewards - Reduced to 1 Shop Steward May 31, 1995
- 1) Paint Finisher
- 1) PVA Glue/Press/Edgebander
- 1) Hot Glue/Press/Edgebander
- 1) CNC Point to Point Drill Operator
- 1) Veneer Journeyman
-) Apprentices

In the event a reduction of the work force within the journeyman classification based on the ration formula causes the reclassification of journeymen being reclassified who have plant seniority dated 1981 or earlier, they will only be reclassified to the red-circled Production 1 rate.

Other journeymen who have plant seniority dated after 1981 may be reclassified according to the minimum rate of Craftsperson #1, unless their seniority entitles them to "bump" a less senior red-circled Production worker as set out below.

All existing employees holding classifications lower than

journeyperson shall be red-circled and all increases shall apply to their red-circled rate.

Any journeyperson transferred to a lower classification will have the option of bumping a less senior red-circled rates plus increases.

Any and all Production I, II, or Helper employees who have been bumped by a more senior journeyperson shall receive the Craftsman rate if doing work within that classification or, if transferred to a lower classification, shall receive the MINIMUM of the new Production I rate of pay. Any red-circled positions that become available as a result of senior employees returning to their previous position, then the red-circled rate shall apply to those filling the position.

Dated this _____ day of _____ 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 8B METAL SHOP

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

Re: Transfer of employees to other classifications (Metal Shop)

Article 24:02 classification changes are for the purpose of repetitive production oriented operations and not as a substitute for custom manufacturing.

Depending on the classified work available there shall at all times be a MINIMUM ratio of 35% of the total work force employed and paid as journeyman (excluding apprentices)

THIS RATIO TO BE DECIDED ON A SHOP BY SHOP BASIS BETWEEN THE UNION AND EMPLOYER.

All existing employees holding classifications lower than journeyman shall be red-circled and all increases shall apply to their red-circled rate (provided they had at least 12 month's seniority or employed at BelPar Ind. as of December 1, 1988.) Any journeyman transferred to a lower classification will have the option of bumping a less senior red-circled production worker and shall receive the red-circled rates plus increases.

Any and all Production 1,2 or Helper employees who have been bumped by a more senior journeyman shall receive the Craftsman rate if doing work within that classification or if transferred to a lower classification he shall receive the MINIMUM of new Production 1 rate of pay. Any red-circled positions that become available as a result of a senior employees returning to their position, the red-circled rate shall apply to those filling the positions, (provided they had at least 12 months seniority at Bel Par Ind. or employed at BelPar Ind. as of December 1, 1988.

Any journeymen transferred and not having any red-circled position to bump into shall be transferred into the new Craftsman # 1 classification and shall receive no less than the Craftsman # 1 rate at all times. If a red-circled position becomes available as a result of a senior journeyman being recalled to their previous position, then the red-circled rate shall apply to those

filling the position, (providing they had at least 12 months seniority or employed at BelPar Ind. as of December 1, 1988). Any differences that arise as a result of an unforeseen situation shall be referred to Article 13:08 of the current collective agreement. It is understood that the Education and Warehouse Division will be excluded from the classification protection under this Letter of Understanding.

Dated this _____ day of _____ 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 9

BETWEEN: BEL PAR INDUSTRIES LIMITED

(hereinafter the company)

AND: C.M.A.W. LOCAL 1928

(hereinafter the Union)

RE: ARTICLE 20:01 - REST PERIODS

It is understood and agreed that coffee breaks shall be increased to fifteen (15) minutes as long as the eight (8) hour day and is in effect.

Dated this day of , 2004

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 10

BETWEEN: BEL PAR INDUSTRIES LTD.

(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928

RE: KEY POSITIONS - WOOD SHOP

The following positions require special skills that senior employees may or may not have. In the event of layoff it is understood and agreed that while classified employees who are performing such work shall not be displaced by a senior employee wishing to bump.

The company may post for back-up operators for illness or holiday relief, and while they are filling such positions will also be protected from layoff.

- Foremen
- Lead Hands
- PVC edgebander/Hot press operator
- Shaper person
- Paint journey person
- First Aid Attendants
- Biesse/CNC machine operators
- Veneer journey person
- Hot glue edgebander/
pl. lam. press operator

It is understood that upon the reduction of the work force, Lead Hand and Foreman will be reduced accordingly based on the number of workers they are responsible for.

In the event that any employee(s) are no longer required or performing the duties of the protected position, they shall be laid off in accordance with their plant seniority.

DATED THIS DAY OF , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 11

BETWEEN: BEL PAR INDUSTRIES LIMITED

(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928

(Hereinafter the Union)

RE: KEY POSITIONS -METAL SHOP

The following positions require special skills that senior employees may or may not have. In the event of layoff it is understood and agreed that while classified employees who are performing such work shall not be displaced by a senior employee wishing to bump.

The Company may post for back-up operators for illness or holiday relief, and while the back-ups are filling such positions, they will also be protected from layoff.

Stainless Steel Leadhand/Foreman
Computerized Powerbrake
Senior First-aid Attendant

SIGNED THIS DAY OF , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING # 12

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: C.M.A.W. LOCAL 1928
(Hereinafter the Union)

Re: Education/Warehouse New Hire Rates for Previous and New Employees.

RED-CIRCLED Rates: is defined as protecting the current rate plus future increases.

Frozen Rates: is defined as receiving the rate as of a specific time and no future increases apply for the duration of the Agreement.

Employees with seniority predating December 1st,1988 shall receive the red-circled-88 wages on the wage schedule.

Former employees that have previously worked in the (Education or Warehouse) division(s) predating May 1st,2001 shall receive the wage rate as of April 30/01 and shall be frozen for the duration of this collective agreement.

New employees who have not been previously employed by Bel-Par as of May 1st,2001 will receive the new wages as of May 1st 2001 as outlined in the wage schedule. These new rates shall not apply to current employees.

<u>Pre-Dec 1st 1988</u>	<u>May-01/04</u>
Redcircled Educ/WareP1	19.33
Redcircled Educ/WareP2	18.78
Redcircled Educ/WareP3	17.69

(See Letter of Understanding #7)

<u>Frozen Apr30/01</u>	<u>May-1/04</u>
Educ/Warehouse 1	16.35
Educ/Warehouse 2	14.82
Educ/Warehouse 3	13.70

<u>New hire Rates</u>	<u>May-1/04</u>
Educ/Warehouse 1	15.67
Educ/Warehouse 2	14.25
Educ/Warehouse 3	12.67

LETTER OF UNDERSTANDING # 15

BETWEEN: BEL PAR INDUSTRIES LIMITED
(Hereinafter the Employer)

AND: UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
LOCAL 1928
(Hereinafter the Union)

Re: 13:08

Article 13:08 has been expanded to specifically deal with challenges to employees skill and abilities at time of layoffs or recalls.

13:08 The Union has been asked to amend the strict application to the appointment of makeup of committee members. Currently the majority of the Union's representatives are junior employees who are on layoff status making it difficult to call immediate meetings when required. The Union has added language that would allow for alternates in the event that any Union committee members are absent for any reason.

The number of committee members shall be five (5) in total. Two appointed by the Union and two appointed by the Employer with the fifth member who must be mutually agreed to by both the Employer and Union. Each party will submit name or names for consideration and one will be selected from the list by mutual agreement. The committee will be given guidelines drafted by mutual agreement of the parties of their duties respecting an evaluation of skills an ability of a member who has had his skills and ability challenged by the Employer in the case of layoffs or recalls.

In the event that any Union Committee member who has been elected by the employees of BelPar is absent for any reason, the Appointed Union or Company alternate(s) shall sit in such meetings with voice and vote. In the case of the Union committee members the Head Shop Steward shall advise the Employer which alternate shall sit in based on the priority number given the alternates by the Union.

The two (2) Union Committee members shall be:
Leo Kernel & Chris Johnson
The Union alternates shall be:

#1 - John Chretien & #2 - Victor Ferreira

The two (2) Company Committee members shall be:

Franco Caporale & Manuel DeAbreu

The Company alternates shall be:

Steve Mikul & Dominic Leo

The fifth member of the Committee shall be Lou Bovin as mutually agreed.

Re: Shop Committee Guidelines

It is agreed between the parties that the following guidelines will be applied in the event an employee's skill and ability are being questioned by the Employer.

- 1) A challenge of an employee's skill, ability and specialized shop experience (where required) **and ability to do the work required according to shop standards** shall be submitted to the any Committee member by either the Employer or employee and shall be in written form simply notifying the Committee of their wish to challenge.
- 2) Once received the Committee shall meet and may review the employee's work experience in the shop and through previous Employer's if necessary. The decision to do so will be by majority vote of the committee. In addition the committee members may interview fellow employees, if necessary, to gather their opinion of the employee's skills, ability and specialized shop experience (where required). Once all relevant information is obtained the Committee shall decide if the employee does or does not possess the necessary skills to perform the work required.
- 3) In order to assist and expedite the process all employees, existing and new, will be required to fill out a skill and ability form. This will give employees the opportunity to express their skill as to whether they are proficient at Benchwork, Machinework, Paint finishing work or Production work.
- 4) All committee members shall cast their vote by secret ballot simply by marking a Yes or No to the question, "Does this employee have the necessary skills and ability to perform the work available to shop standards.?" No committee members will be asked for their assessment of any employee skill at any time. Nor will such Committee members announce their decision made regarding an employee's assessment.

- 5) If the decision is affirmative the employee will be retained or called back. If not, the employee will be laid off until such work is available that he is able to perform.
- 6) Such Committee decisions shall be final and binding.
- 7) In the event either party is not satisfied of the process or suspects the process is flawed, this Letter of Understanding may be terminated by providing two week written notice. The normal grievance procedure shall then apply.
- 8) In the event an employee employed on the Metal, Education or Warehouse division is being challenged, one of the Union's Committee members will be replaced by the Union Metal Shop alternate Committee member.
- 9) The interpretation and application of the phrase, "**SPECIALIZED SHOP EXPERIENCE**", shall be in accordance with the **KEY POSITIONS** listed in **LOU#10**.
- 10) Notwithstanding the above, in the event of a layoff, an out of seniority employee can complete a job in hand for up to two (2) weeks after layoff notice if it is determined by the (*Shop Committee*) that replacing the junior employee would negatively affect productivity on the job.

THIS LETTER OF UNDERSTANDING WILL EXPIRE ON APRIL 30, 2007.

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
