

GENERAL MILLWORK AGREEMENT

THIS AGREEMENT, DATED FOR REFERENCE THE 1st day of May, 2005.

BETWEEN: Interior Craft

(Hereinafter the Employer)

AND: CONSTRUCTION, MAINTENANCE and ALLIED WORKERS  
BARGAINING COUNCIL 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.

ARTICLE 3: NEW CONSTRUCTION

3:01 All carpentry work performed away from the factory premises shall be recognized as the jurisdiction of the construction locals of the United Brotherhood of Carpenters and Joiners of America and shall be done under the terms and conditions of the current B.C. Provincial Council of Carpenters' Standard Agreement.

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.

4:04 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 after 48 hours (2 working days) 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.

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, after 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.

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.

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 No. 2, 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) hours 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 reporting for a scheduled shift and not being 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 the employee leaves on his own accord.

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.
- 10:02 Employees shall be given all wages and statements at time of layoff. In the event of termination (ie-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.

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.

11:03 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 exceeds 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 Joint Conference Board 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.

12:01 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, **brother and sister-in-laws**, 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 for selection 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 return to work within a reasonable period of time. 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 duty. The employee will be required to furnish proof of jury or witness duty and if any pay received for same.

12:03 Hours paid for jury 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.

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.

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 in alphabetical order on the seniority list.

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 Layoffs: For the prevention of grievances arising over layoffs, those hired on the same day will be placed in alphabetical 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 alphabetical 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.

#### 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

Order of Layoff: Consistent with Paragraph 2 of this Clause the employee with the least plant seniority shall be the first laid off, provided that the remaining employees have the necessary skills and qualifications to perform the work required according to plant standards or, in cases where plant standards cannot be established, then Industry standards will apply. 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 they have the necessary skills and qualifications to perform the work available. 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.

- (B) It is the employee's responsibility to maintain phone contact with the employer during his layoff period. No new employee will be hired until employees who have the necessary skills and qualifications to perform the work required are given the opportunity to return to work.
3. In the event of a recall, if during a 24 hour period and after notifying the Union, the Employer is unable to contact an employee by personal phone contact, courier message or registered mail, then the Employer may bypass that employee and contact the next senior employee.
  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.

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.

13:05

- (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, 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 and the senior employee who applies will be given the first opportunity for the position, taking their skills, abilities or qualifications into consideration.

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

13:06

Promotions to foreman and leadhand 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 applicants' ability as foreman or leadhand. Should the applicant be unable to adapt to the skills required for the foreman or leadhand position the applicant will return to his previous position.

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 reposted 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.

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. (See Letter of Understanding # 8)

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 two (2) hours' pay 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.
- 13:08

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
<b>7 yrs. or more seniority</b>	<b>8 1/2%</b>	<b>of gross earnings</b>	<b>4 weeks</b>
<b>15 yrs. or more seniority</b>	<b>10 1/2%</b>	<b>of gross earnings</b>	<b>5 weeks</b>

- 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 computed from the employee's first day of the start of the second 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 seven (7) 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 computed from the employee's first day of the start of the seventh year. The fourth additional week shall be taken at the discretion of the Employer.

In the case of an employee having seven (7) 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 fifteen (15) 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 computed from the employee's first day of the start of the fifteenth year. The fifth additional week shall be taken at the discretion of the Employer.

In the case of an employee having fifteen (15) 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



the Trust Agreement of the Millworkers Health and Welfare Trust Fund including any conditions or penalties as may be decreed by the Board of Trustees of the Millworkers Health and Welfare Trust Fund.

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.

16:04 In the event the Union takes over the Health and Welfare Plan Trust solely, then any future increases from that point onward will be paid by the employees.

#### ARTICLE 17: PENSION FUND

17:01 The employer signatory hereto shall contribute to the Pension Plan in the manner and for purposes called for in this Article,  
Effective May 1, 2001, \$1.29.  
Effective May 1, 2002, \$1.41  
Effective May 1, 2003, \$1.52 per hour for each 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: JOINERY AND BENCHWORK JOINT CONFERENCE BOARD

18:01 The Employer and the Union agree to promote the industry through the Joinery and Benchwork Joint Conference Board. A policy statement shall be developed by the parties to accomplish this.

Recommendations will be made to the Millwork Manufacturers' Association for funding necessary to promote the industry on issues of mutual concern.

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 fifteen (15) minute rest period will be allowed midway in each half of a shift. If overtime has been scheduled, a fifteen (15) minute rest period will be allowed between the end of the regular shift and the start of the overtime.

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 If employees handle several jobs as part of their duties within a single shift, then such employees shall receive the highest rate of all classifications for the entire shift.
- 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, registration fees (at time of registration), 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.
- 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 : UNION LABEL

22:01 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice-President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiner of America and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

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 on a timely basis 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 the following time limits:

(A) Within fifteen (15) calendar days for alleged discharge

for cause;

- (B) Within sixty (60) calendar days for general grievance;
- (C) Within six (6) months for pay issues.

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

23:01

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.

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 an overall process and is responsible for the finished product or components in quality and quantity.

Depending on the classified work available, at least (80%) of the direct labour work force shall at all times be classified as Journeyperson. To include:

Detail machinist  
Layout Person - where applicable  
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:  
Classifications May 1,05 May 1,06

A)	Journeyperson	24.59	25.33
	Craftsperson	20.90	21.53
	Prod.1	18.69	19.26
	Gen.Labourer 1	17.21	17.73

(B)	Red Circled Rate;		
	Production 1	23.10	23.80
	Production 2	21.25	21.89
	Helper	19.38	19.96

(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 and for shops  
that perform custom manufacturing.

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 an A,B, or C First Aid Ticket Holder, he shall be paid the following premiums over his regular rate of pay:

A Ticket Holder \$ 0.50 per hour

B Ticket Holder \$ 0.40 per hour

C Ticket Holder \$ 0.30 per hour

ARTICLE 25: DURATION OF AGREEMENT

25:01 **This Agreement will be effective May 1,2005 to April 30, 2007** and continue in full force and effect from year to year thereafter, unless either party at any time within four (4) months immediately preceding the anniversary date of this Agreement, gives notice of contrary intention. If no agreement is reached at the expiration date of this contract and negotiations are continued, this Agreement will remain in force until a new Agreement is reached or until negotiations are discontinued by either party.

25:02 The operation of Section 50, Sub-section 2 of the Labour Code of British Columbia Act is hereby excluded.

ARTICLE 26: SAVINGS CLAUSE

26:01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such portions shall continue in full force and effect.

26:02 In the event that any Article or Section is held invalid, or enforcement of, or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

Dated this 1st day of May, 2005.

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ON BEHALF OF THE COMPANY

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ON BEHALF OF THE UNION

LOU1

LETTER OF UNDERSTANDING #1

BETWEEN: INTERIOR CRAFT

(Hereinafter the Employer)

AND: CONSTRUCTION MAINTENANCE AND ALLIED WORKERS  
BARGAINING COUNCIL 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 until April 30, 2004 at which time 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 eight (8) hours per week Monday to Thursday only.

All work performed over two (2) hours per day and all overtime hours worked on Friday, Saturday, Sunday and Holidays will be paid at double the regular rate of pay.

The above provisions shall form part of the Collective Agreement until the above mentioned time period.

Signed this            day of            , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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LOU2

LETTER OF UNDERSTANDING #2

BETWEEN: INTERIOR CRAFT

(Hereinafter the Employer)

AND:

CONSTRUCTION MAINTENANCE AND ALLIED WORKERS  
BARGAINING COUNCIL LOCAL 1928

Re: Transfer of employees to other classifications

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 80 % of the total work force employed and paid as journeyperson (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 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 production worker and shall receive the red-circled rate plus increases.

Any and all Production I,II or Helper employees who have been bumped by a more senior journeyperson shall receive the Craftsperson 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 a senior employee returning to their position, then the red-circled rate shall apply to those filling the position.

Any journeyperson 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 that the Craftsman # 1 rate at all times. If a red-circled position becomes available as a result of a senior journeyperson being recalled to their previous position, the red-circled rate shall apply to those filling the position.

Any difference that arise as a result of unforeseen situations shall be referred to Article 13:08 of the current Agreement.

Signed this                    day of                    ,2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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