

**MEMORANUM OF AGREEMENT**

**BETWEEN:**

**ALRICH CUSTOM CABINETS (1988) LTD.**

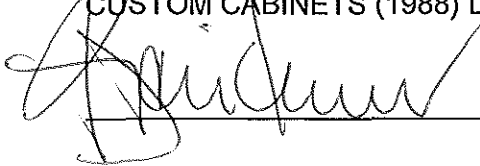
**AND:**

**UNITED STEELWORKERS, LOCAL 1-1937**

It is agreed by the parties that the Collective Agreement for the period September 1, 2008 to August 31, 2010 is subject to ratification by the crew.

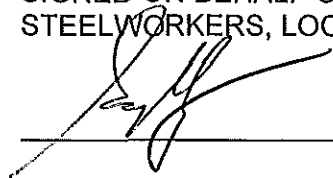
Dated at Burnaby, British Columbia, this ward 13 day of December 2009.

SIGNED ON BEHALF OF ALRICH  
CUSTOM CABINETS (1988) LTD.



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SIGNED ON BEHALF OF UNITED  
STEELWORKERS, LOCAL 1-1937



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THIS AGREEMENT effective the 1st day of September, 2008.

Between:

**ALRICH CUSTOM CABINETS (1988) LTD.**  
3149 Thunderbird Crescent  
Burnaby, B.C.  
V5A 3G1

(hereinafter known as the "Company")  
OF THE FIRST

And:

**UNITED STEELWORKERS, LOCAL 1- 1937**  
Suite #301 - 841 Cliffe Avenue  
Courtenay, B. C.  
V9N 2J8

(hereinafter called the "Union")  
OF THE SECOND PART

**Preamble**

The purpose of this Agreement is to secure for the Company, the Union and the Employees, the full benefits of orderly and legal collective bargaining, and to ensure that to the utmost extent possible the safety and physical welfare of the employees, economy of the operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company, and the Union, and the Employees, to cooperate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

**ARTICLE I - BARGAINING AGENCY**

**Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 3149 Thunderbird Crescent, Burnaby, B.C., except confidential employees, office employees, sales, management, supervisory, and foreman employees, and employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XV.

- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit, providing that no dispute arises within the meaning of clause (b) herein.

**Section 2: Meetings**

- (a) The Company and the Union will meet for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.
- (b) All Management-Committee meetings shall commence no later than 3:30 p.m.

**Section 3: Bargaining Authority**

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

**Section 4: Access to Operation**

Official Union representatives shall obtain access to the Company's operation for the purpose of this Agreement by written permission which will be granted by the Company on request, and subject to such terms and conditions as may be laid down by the Company.

**ARTICLE II - EMPLOYER'S RIGHTS**

**Section 1: Management and Direction**

The management and the operation of 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 employees.

**Section 2: Hiring and Discipline**

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

**ARTICLE III - UNION SECURITY**

**Section 1: Cooperation**

The Company will cooperate with the Union in obtaining and retaining as members the employees as defined in this Agreement and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

**Section 2: Union Shop**

When additional employees are required the Union will be notified and will refer suitable workers to the Company employment office. United Steelworkers members with previous experience in the cabinet making industry shall be given first preference. The Company is not obligated to hire employees unsuitable.

All employees who enter the employment of the Company on or after the commencement of this Agreement, and all new employees shall within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union, and maintain membership therein throughout the term of this Agreement, as a condition of employment.

**Section 3: Maintenance of Membership**

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

**Section 4: Discharge of Non-Members**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason or refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his membership.

**Section 5: Union Membership**

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, as revised December 1988 and in accordance with the By-Laws of Local 1-1937, United Steelworkers.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union shall not be subject to discharge from employment.

**Section 6: Check-Off**

The Company shall require all new employees, at the time of hiring, to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.

CHECK-OFF AUTHORIZATION  
UNITED STEELWORKERS, LOCAL 1-1937

PLEASE PRINT

COMPANY \_\_\_\_\_

DIVISION \_\_\_\_\_

START DATE \_\_\_\_\_

I hereby authorize the Company to deduct from my pay each month the amount of Union dues and (if owing by me) an initiation fee, as provided in the Local Union By-laws and the Constitution of the United Steelworkers.

Such deductions shall be remitted monthly to the Local Union.

Name of Employee \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

E-mail address \_\_\_\_\_

Social Insurance No. \_\_\_\_\_ Are you a member of United Steelworkers? \_\_\_\_\_

In which USW operation were you last employed? \_\_\_\_\_ Which Local? \_\_\_\_\_

I hereby request and accept membership in the UNITED STEELWORKERS, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my Employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

(White copy Company - Yellow copy Local Union)

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by the new employees and copies of such letter should be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of such deduction.

**Section 7: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance Number of each employee on its

payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement, or after the employee enters the employment of the Company, whichever date last occurs.

#### **ARTICLE IV - SHOP COMMITTEE**

##### **Section 1: Definition**

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Mill or Plant Committee, members of which are elected or appointed by the Union.

##### **Section 2: Composition**

The Shop Committee shall consist of not less than two (2) employees with completed probationary period of employment with the Company, who are members of the Union.

##### **Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

##### **Section 4: Exceptions**

The provisions of Sections 1, 2 and 3 of this Article will not apply in reference to:

Article XIV - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

#### **ARTICLE V - HOURS OF WORK**

##### **Section 1: Hours and Overtime**

(a) The regular hours of work in the operation shall be eight (8) hours per day and forty (40) hours per week. Time and one-half rates shall be paid for the first two (2) hours after eight (8) hours in any one day; however, such overtime rates at time and one-half shall not exceed eight (8) hours in any week.

(b) Double time rates shall be paid for all other overtime work on week days and on Saturday where the said eight (8) hours overtime has been exceeded in the week. Double time shall be paid for all work performed on Sundays and Statutory Holidays.

Notwithstanding, double time shall be paid for all production work performed on Saturdays.

(c) It is agreed that maintenance employees can be employed on a Tuesday to Saturday

work week for which they will be paid straight time for Saturday work. In such event Sunday and Monday will be recognized rest days and any work performed on the rest days will be paid for at overtime rates.

- (d) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half.

**Section 2: Completion of Afternoon Shift**

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday, or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon, or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three shift operations the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

**Section 3: Three Shift Operations**

- (a) The Company shall have the right to operate the plant or any part thereof on a three (3) shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- (b) It is agreed that clause (a) above shall apply only to those employees actually working on a three shift basis.
- (c) The Company shall have the right to determine the number of shifts operated.
- (d) Where less than three (3) shifts are worked, clause (a) above shall not apply.

**Section 4: Swing Shift**

The working force on the day shift shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.

**Section 5 Rest Periods**

All employees shall be entitled to two (2) ten minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision. Employees may remain in the rest area until the ten minute whistle blows.

**Section 6: No Work Guarantee**

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

**ARTICLE VI - WAGES**

**Section 1: Rates**

Rates of pay, including wage categories and training rates, are as stated on the Wage Supplement attached hereto.

**Section 2: Rate Retention**

Employees placed on lower rated jobs shall retain their higher rate of pay for a period of one month.

**Section 3: Shift Differential**

- (a) The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of fifteen (150) cents per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid rate and one-half without the differential. Persons employed other than on regular shifts shall be paid the fifteen (150) cents premium rate for all hours worked outside the recognized day shift.
- (b) A premium rate of eight and one-half (8/2) hours pay will be paid for eight (8) hours of work performed on afternoon shift.

**Section 4: Outside Work - Off the Premises Jobs**

- (a) All time spent in traveling to and from "off the premises" jobs during the regular work shift shall be considered as time worked.
- (b) Any workman called to work on "off the premises" or "out of town" jobs shall be entitled to the current wage rate for such outside work as per rates in effect at that time under the B.C. Council of Carpenters Standard Agreement.

**Section 5: Rate Revisions**

The Wage Schedule attached hereto is approved by both parties. Subject to the mutual approval of both parties these job categories, where there has been significant changes made, may be opened for revision once annually.

**Section 6: Severance Pay**

In the event that the Company permanently closes the plant, employees with five or more years of continuous service who are terminated as a result of such closure shall be entitled to



severance pay equal to one (1) week's pay for each year of continuous service with the Company.

Where the plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

For the purpose of this Article, it is assumed that if the plant is relocated within a 25 mile radius of its present location, employees would not be required to relocate their place of residence.

**Section 7: Designated First Aid Attendant**

The designated First Aid Attendant shall receive an hourly premium of twenty (20C) cents in addition to his established job rate.

**Section 8: Apprenticeships**

Apprentices shall be employed pursuant to the provisions of the British Columbia Apprenticeship and Tradeperson's Qualifications Act and any amendments thereto.

Wages for an Apprentice shall be based on the following formula:

First six (6) months	- 65% of Journeyperson's Rate
Second six (6) months	- 70% of Journeyperson's Rate
Third six (6) months	- 70% of Journeyperson's Rate
Fourth six (6) months	- 75% of Journeyperson's Rate
Fifth six (6) months	- 75% of Journeyperson's Rate
Sixth six (6) months	- 80% of Journeyperson's Rate
Seventh six (6) months	- 85% of Journeyperson's Rate
Eighth six (6) months	- 90% of Journeyperson's Rate

An Apprentice attending vocational school in line with the Apprenticeship Program shall be paid by the Company the difference between any subsidies granted by the appropriate government authorities and his regular rate of pay.

**ARTICLE VII - PAY DAYS**

The Company shall provide for pay days every second Friday and each employee shall be furnished with an itemized statement of earnings and monthly deductions. There shall be a holdback of one week in the pay period.

**ARTICLE VIII - STATUTORY HOLIDAYS**

**Section 1: Statutory Holidays**

- (a) All employees who work on New Year's Day, the designated Easter Holiday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, shall be paid double time for all hours so worked.

- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- (c) An hourly rate or piece work employee who qualifies for any of the holidays named in (a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

**Section 2: Qualifying Conditions**

- (a) An employee to qualify for Statutory Holiday pay must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) Have worked his last regularly scheduled work day before the Statutory Holiday and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or as otherwise authorized by the employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above, the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIII, Section 6 (a), or any employees while members of a negotiating committee under Section 6 (b) thereof shall not qualify for paid Statutory Holidays.

**Section 3: Saturday and Sunday Holidays**

In the event that one of the within named Statutory Holidays falls on a Saturday or Sunday, it shall be observed the preceding Friday or the succeeding Monday, as agreed between the Committee and Management.

**Section 4: Holiday Shift**

An employee working on a paid holiday shall be paid in addition to his holiday pay double time for any hours worked on a shift designated as the "holiday shift".

**Section 5: Arrangement for Change**

In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

## ARTICLE IX - VACATIONS WITH PAY

### Section 1: One to Three Years' Service - Completed

- (a) The annual vacation for employees with one (1) to three (3) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon four and one-half (4½%) percent of the total wages or salary earned by the employee during the working year.
- (b) An employee with one (1) to three (3) years' service, whose employment is terminated shall receive vacation pay at the rate of four and one-half (4½%) percent of the wages or salary earned during the period of entitlement.

### Section 2: Three to Nine Years' Service - Completed

- (a) An employee with three (3) to nine (9) years' continuous service shall receive a further additional one (1) week vacation with pay, based on two (2%) percent of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.
- (c) An employee with three (3) to nine (9) years continuous service whose employment is terminated shall receive vacation pay at the rate of six and one-half (6 ½%) percent of the wages or salary earned during the period of entitlement.

### Section 3: Nine to Sixteen Years' Service - Completed

- (a) An employee with nine (9) to sixteen (16) years' continuous service shall receive a further additional one week (1) week vacation with pay, based on two (2%) percent of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.
- (c) An employee with nine (9) to sixteen (16) years continuous service whose employment is terminated shall receive vacation pay at the rate of eight and one-half (8½%) percent of the wages or salary earned during the period of entitlement.

### Section 4: Over Sixteen Years' Service - Completed

- (a) An employee with sixteen (16) or more years' continuous service shall receive an additional one (1) week vacation with pay based on two (2%) percent of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2 and 3 herein.

- (c) An employee with sixteen (16) or more years' continuous service, whose employment is terminated, shall receive vacation pay at the rate often and one-half (10½%) percent of the wages or salary earned during the period of entitlement.

**Section 5: Vacation Time**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) All earned vacations must be taken.

**Section 6: Leave of Absence**

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) year of continuous employment:

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment.
- (b) Absence due to illness up to a period of one (1) 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) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves shall not be counted in computing vacation pay.

**Section 7: Employment Standards Act**

Annual vacation of the Employment Standards Act, R.S.B.C., 1996 c.113, and amendments thereto, except where varied or modified by the provisions herein, shall become part of this Agreement.

**ARTICLE X - CALL TIME**

**Section 1: Where No Work**

An employee who is called for work and on reporting finds no work available due to reasons beyond his or her control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.

**Section 2: Where Work Commences**

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours work the employee shall receive four (4) hours pay.

## **ARTICLE XI - HEALTH AND WELFARE**

### **Section 1: Institution**

All eligible employees shall be enrolled in the following plans in accordance with the principles hereinafter set out.

### **Section 2: Insurance Coverage**

The following coverage will be instituted:

- (a) Group Life Insurance for each qualified employee in the amount of \$60,000.00.
- (b) Accidental Death and Dismemberment Insurance in the amount of \$60,000.00.

Coverage reduced at age 65 by 50% and terminates at age 70 or prior retirement.

### **Section 3: General Principles**

- (a) Premium payments will be fully paid by the Company.
- (b) Participation in the Plan is to be a condition of employment.
- (c) During layoffs, employees shall be provided one month's coverage for each year of completed service up to a maximum of six (6) months.

### **Section 4: Medical Services Plan**

Medical Services Plan coverage to be provided to employees, their spouses, and their dependents according to MSP guidelines.

### **Section 5: Dental Plan**

A Dental Plan with no deductible shall be provided based on the following:

- (a) Routine services (Plan A) - Plan pays 80% of approved schedule of fees.
- (b) Major services (Plan B) - Plan pays 50% of approved schedule of fees.
- (c) Orthodontic (Plan C) - Plan pays 50% of approved schedule of fees. Lifetime maximum of \$2,500. per person. Unlimited annual maximum on Plan "A" and "B" services.
- (d) Premium cost for Dental Plan will be fully paid for by the employer. The principles set out in Section 3 (b), and (c) shall apply to the Dental Plan.

### **Section 6: Extended Health Benefits**

Extended Health Benefits to be provided to all eligible employees, their spouses, and their dependents.

- Annual Deductible: - \$25.00 per person or family. If in any calendar year the eligible expenses incurred do not exceed the deductible. The eligible expenses incurred during the last three (3) months of the calendar year may be applied against the deductible for the next calendar year.
- Annual Reimbursement - 80% of eligible in-province expenses until \$1,000.00 has been paid. 100% thereafter. 100% eligible emergency out-of-province expenses.
- Eyeglass Coverage: \$100.00 every two (2) years.
- Lifetime Maximum - \$1,000,000. per person.
- Benefits Include - Medex International Services.

**Section 7: Long Term Disability Plan**

A Long Term Disability Plan will be provided based on the following general principles:

- (a) Sixty-six and two-thirds (66%%) percent of the first \$2,625.00 of basic monthly earnings, plus 50% of the balance to an overall maximum of \$3,500.00 per month. Two years own occupation with partial. Non-evidence maximum of \$2,500.00 - CPP integration 85% of all source capital. Elimination period - 120 days. Duration of benefits - to age 65.
- (b) Coverage will be terminated at the time of layoff.

**ARTICLE XII - SENIORITY**

**Section 1: Principle**

- (a) The Company recognizes the principle of seniority, competency considered. For the purpose of this Agreement, competency shall be interpreted as ability to do the job in question to a normal plant standard.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.
- (c) It is hereby agreed between both Parties that a job training program covering all key jobs shall be negotiated and instituted immediately.

**Section 2: Reduction of Forces**

- (a) In the event of a reduction of forces, the last person hired shall be the first released, subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions, the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days.

If the Company decides to exercise its rights under this provision it shall notify the Shop Committee as soon as possible.

- (b) In the event of a reduction of forces the employee can elect whether or not to apply his seniority, competency considered, to obtain a higher, equal or lower paid job or accept a layoff until his regular job becomes available.

**Section 3: Retention During Layoff**

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year of service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' of service shall retain their seniority for one (1) year, plus one additional month for each year of service up to a further six (6) months.

It shall be the employer's responsibility to maintain an address file of his employees, and it shall be the employee's responsibility to notify his employer, in writing, of any change of address.

**Section 4: Job Posting**

- (a) All vacancies shall be posted in advance for a period of not less than two (2) working days.
- (b) This section shall not apply to temporary replacement of two weeks or less necessitated by illness, injury or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XII, Section 1.

**Section 5: Probationary Period**

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for thirty (30) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of thirty (30) working days, they shall be regarded as regular employees and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of thirty (30) working days shall only be cumulative within the three calendar months following the days of entering employment.

**Section 6: Hiring Preference**

It is mutually agreed that when hiring new employees, consideration for preference shall be subject to the same conditions as in Section 1, be given to those employees of the Company having had previous seniority and who have applications on file. Notwithstanding the foregoing, returned men with suitable qualifications shall have preference over all applicants.

**Section 7: Absence Without Leave**

- (a) Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the employer's right to discharge for proper cause.
- (b) An employee who does not answer the call will be deemed to have severed his or her employment unless mutually agreed at the time by the employer and employee.

**Section 8: Seniority Lists**

It is agreed that upon request of the Union a list will be supplied by the Company setting out the name and starting date with the Company and the starting date for plant seniority for each regular employee. However, such request shall not be granted more than twice during the term of this Agreement. The Company will advise the Union once each month of changes to the said list.

**Section 9: Reinstatement**

- (a) In any case where an employee has been transferred by the Company to a supervisory position, and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided, however, that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position.
- (b) Supervisory time spent outside the bargaining unit will be deducted from an employee's seniority when reinstated in the bargaining unit.

**ARTICLE XIII - LEAVE OF ABSENCE**

**Section 1: Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall report or

cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

**Section 2: Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave.

**Section 3: Compassionate Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training purposes or extended vacation purposes, conditional to the following terms:



- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to notify the Shop Committee of its decision in respect of any application for leave under this Section.
- (e) An employee must have completed one (1) year of service in order to become eligible for leave of absence.
- (f) An employee may only apply for leave of absence once in every year.
- (g) An employee who is on leave of absence must report to the Company on expiration of the leave, regardless of any layoff which may be in effect.
- (h) No more than one (1) person may be on leave of absence during any period of time.

**Section 4: Jury Duty**

- (a) Any regular full time employee who is required to perform jury duty, including Coroner's jury duty, or is required to appear as a Crown Witness or Coroner's witness, on a day on which he normally would have worked will be reimbursed by the Company the difference between the pay received for his jury duty or witness duty and his regular straight time rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury duty or witness duty. The employee shall be required to furnish proof of jury duty or witness service and jury duty or witness duty pay received.
- (b) 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.

**Section 5: Bereavement Leave**

- (a) When death occurs to a member of a regular full time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, stepparents, grandparents and grandchildren.
- (c) Compensable hours under the terms of this Section 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.

- (d) Bereavement leave shall be interpreted as follows for those members who do not attend the funeral:
  - (i) Out of the country - one (1) day
  - (ii) out of the province - two (2) days
  - (ii) Within the province - three (3) days

**Section 6: Union Business**

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions, or as members of any negotiating committee of United Steelworkers, in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives his leave of absence as set forth in (a) and (b) above, the employer will be given due notice in writing; in the case of (a) twenty calendar days, and in the case of (b) five calendar days.

**ARTICLE XIV - ACCIDENT PREVENTION COMMITTEE**

**Section 1: Composition**

- (a) Management shall maintain an Accident Prevention Committee consisting of not more than four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) year experience in that type of operation over which their inspection duties shall extend.

**Section 2: Duties**

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

**Section 3: Pay for Meetings**

The Company will pay straight time rates not exceeding two (2) hours per week to employees for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.

**Section 4: Investigations**

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

**Section 5: Cessation of Work**

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

**Section 6: Accidents During Shift**

- (a) An employee who is injured at work during the first four (4) hours of his or her shift and leaves the premises to obtain outside medical attention will be paid for four (4) hours.
- (b) An employee who is injured at work during the second four hours of his or her shift and leaves the premises to obtain outside medical attention will be paid for eight (8) hours.
- (c) An employee will be paid for the full shift if he or she is injured and taken to a doctor or hospital for treatment and returns to work and completes the shift.

**ARTICLE XV - ADJUSTMENT OF GRIEVANCES**

**Section 1: Procedure**

The Company and the Union mutually agree that when a grievance arises in the plant under the terms of this Agreement, it shall be taken up in the manner set out below:

**Step One**

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

**Step Two**

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.

### Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the personnel officer or superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the Parties concerned.

### Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Union and Management.

### Step Five

If a satisfactory settlement is not reached then it shall be dealt with by arbitration as set forth in Article XVI.

## **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Step Two, Three, Four or Five within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee, the time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XVI - ARBITRATION**

### **Section 1: Grievance**

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XVI, the matter shall be determined by arbitration in the following manner:

The Parties will mutually agree at the time of the dispute whether to appoint a single arbitrator or a three member arbitration board.

Either Party may notify the other Party in writing, by registered mail, of the question or questions to be arbitrated and the name and address of its chosen representative for the arbitration board.

After receiving such notice and statement the other Party shall within three (3) days appoint an arbitrator and give notice in writing of such appointment and the name and address of its arbitrator. If the two arbitrators appointed by the Parties fail to agree upon a Chairman within three (3) days, they shall forthwith request the Minister of Labour of the Province of British Columbia to appoint a Chairman.

- (b) No one shall serve as a member of an Arbitration Board who:
- (i) Either directly or indirectly has any interest in the subject of the arbitration;

- (ii) Has participated in the grievance procedure preceding the arbitration;
  - (iii) Is, or has been, within a period of six (6) months preceding the initiation of arbitration proceedings, employed by any Local Union of United Steelworkers or a company directly engaged in the forest products industry or cabinet manufacturing industry.
- (c) The decision of the Arbitration Board shall be by majority vote and shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the Arbitration Board finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitration Board that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The Arbitration Board shall be required to hand down its decision within fourteen (14) days following completion of the hearing.

**Section 2: Cost Sharing**

The Parties of the First and Second Parts will each bear the expense and charges of its representatives on any Arbitration Board, and shall bear in equal proportions the expenses and allowances of the Chairman, and stenographic and secretarial expense, and rent.

**Section 3: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be decided by the Board.

**ARTICLE XVII - STRIKES AND LOCKOUTS**

There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

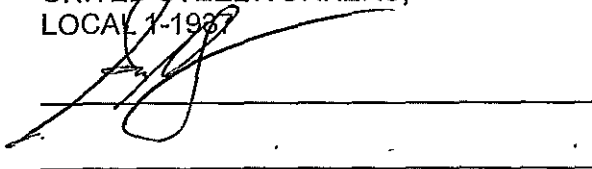
**ARTICLE XVIII - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1<sup>st</sup> day of September, 2008 to the 31<sup>st</sup> day of August, 2010 and thereafter from year to year unless sixty (60) days written notice of contrary intention is given by either Party to the other Party. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Union Office upon Local Officers of the Union, Party of the Second Part, at least sixty (60) days prior to the expiry of the Agreement. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.
- (b) The Parties hereto agree that the operation of Section 50(2) and 50(31) of the Labour

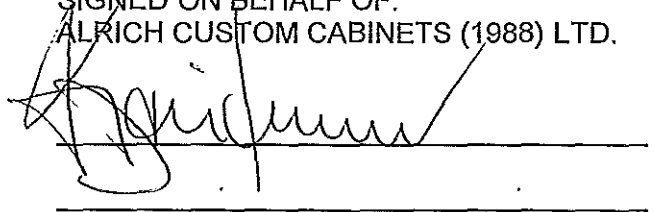
Relation's Code of British Columbia, R.S.B.C. 1992, c. 82 is excluded from the Agreement.

Dated at Burnaby, B. C. this 8<sup>TH</sup> day of ~~December~~ <sup>APRIL 2010</sup> 2009.

SIGNED ON BEHALF OF:  
UNITED STEELWORKERS,  
LOCAL 1-1987



SIGNED ON BEHALF OF:  
ALRICH CUSTOM CABINETS (1988) LTD.



ALRICH CUSTOM CABINETS (1988) LTD.

WAGE SUPPLEMENT

<u>CLASSIFICATION</u>	<u>EFFECTIVE JUNE 2, 2008 PER HOUR</u>
Chargehand - She Faa Lee	\$29.39
Leadhand Cabinet Maker Jung Fu Liang Behrouz Pourzargham	\$24.04
Cabinet Maker #1 Parampal S. Jaura	\$22.79
Cabinet Maker #2 Li Qiang Zhou Sonny Yeh Esmail Pourzargham	\$22.04
Painter Mohammed B. Khan	\$22.04
Swampers Thomas Froste David Yaganeh	\$21.00
Helpers/Labourers	\$19.10

Newly hired unskilled employees shall be paid a training rate as follows:

- 80% of the above appropriate established rate for the first 120 working days.
- 85% of the above appropriate established rate for the following 120 working days.
- 90% of the above appropriate established rate for the following 120 working days.
- 95% of the above appropriate established rate for the following 120 working days.

Thereafter the appropriate established regular rates will apply.

LETTER OF UNDERSTANDING

BETWEEN:

ALRICH CUSTOM CABINETS (1988) LTD.

(hereinafter called the "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-1937

(hereinafter called the "Union")

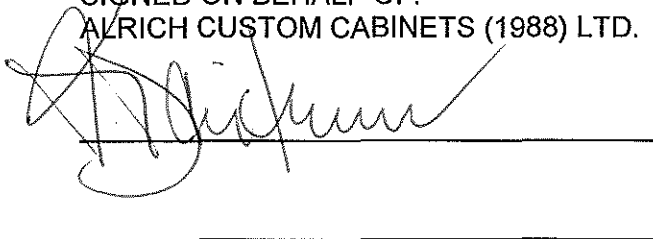
RE: TEMPORARY FILL-IN FOR HIGHER CLASSIFICATION

In cases where an employee is temporarily filling in on jobs in a higher classification, the following shall apply:

1. Where an employee is not fully qualified in all aspects of the job, he shall receive half the difference between his regular rate of pay and the higher classification after a one week period.
2. If the employee is considered fully qualified, he shall receive the rate of pay established for the higher classification.
3. It is understood that when the fill-in is no longer required, the employee will revert back to his original position and his regular rate of pay.

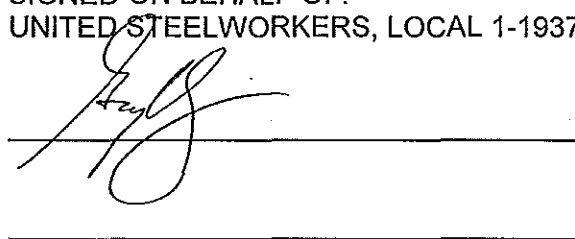
DATED this wardis day of December 2009.

SIGNED ON BEHALF OF:  
ALRICH CUSTOM CABINETS (1988) LTD.



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SIGNED ON BEHALF OF:  
UNITED STEELWORKERS, LOCAL 1-1937.



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