

**COLLECTIVE
AGREEMENT**

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BETWEEN:

**MOULURE
ALEXANDRIA
MOULDING**

AND

**BREWERY, GENERAL
AND PROFESSIONAL
WORKERS' UNION**

APR 18 1994

December 10, 1992 to December 9, 1994

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ARTICLE 1 — PURPOSE

1.01 It is the desire of the parties to this Agreement to establish, promote and foster a good relationship that will be enduring and of mutual benefit to both the Company and the Union.

1.02 It is the essence of this Agreement that there shall be a maximum of cooperation and of help from the employees of the Company to obtain all possible business and expand the operation of the Company and the parties hereto pledge their full support and cooperation in this regard.

ARTICLE 2 — RECOGNITION

2.01 This Agreement shall cover all employees of the Company employed at Alexandria, Ontario and at Lochiel, Ontario save and except foremen, supervisors, those above the rank of foremen and supervisors, office staff and persons regularly employed for not more than twenty-four (24) hours per week.

2.02 The job of the foreman is to supervise and direct employees and he shall not perform bargaining unit work except in cases of emergency or for periods of instructions, where no bargaining unit employee is available to do such work.

2.03 The names of each person in authority shall be posted on a conspicuous bulletin board and these names shall be updated as required.

2.04 The Company may at any time employ persons in the plant who are learning the business and are recognized apprentices for management positions but who are not intended to remain in the plant. These persons shall not be required to pay Union dues.

Members of the immediate family of the present owners may perform work within the plant provided it does

not deprive regular bargaining unit employees of their hours of work or prevent the recall of laid-off employees or circumvent the hiring of new employees.

ARTICLE 3 — UNION SECURITY

3.01 (a) The Company agrees to recognize the Brewery, General and Professional Workers Union as the bargaining agent of all employees of Alexandria Sash & Door Co. Limited employed at Alexandria, Ontario and at Lochiel, Ontario, save and except foremen, supervisors, those above the rank of foremen and supervisors, office staff and persons regularly employed for not more than twenty-four (24) hours per week.

(b) No employees shall be asked or permitted to make any verbal or written agreement which may conflict with this Agreement.

3.02 All employees of the Company covered by this Agreement must, after thirty (30) continuous Calendar days, from the date of hiring, become and remain members of the Union in good standing during the life of this Agreement as a condition of employment.

3.03 The Company further agrees to inform all employees who are covered by this Agreement (including those hired to fill temporary vacancies caused by illness, emergency or any other cause and those hired for the summer vacation period) that full Union membership is a condition of employment after thirty (30) continuous calendar days have elapsed from the date of hiring. The Company undertakes to inform the Local Union President whenever a new employee is hired.

3.04 The Company will give written notice, of the names of new employees hired, to the Union at the same time as the remittance of the Union dues.

3.05 New employees shall be liable to pay the full amount of union dues, (excluding initiation fee) for the week in which they are hired. In the thirty (30) continuous calendar day period following their hiring, the Company will deduct the appropriate amount from their wages and remit the same in accordance with the provisions of Article 4 hereof as if they were regular employees.

3.06 After thirty (30) continuous calendar days have elapsed from the respective dates of their hiring, all employees must, as a condition of continued employment, become members of the Union. In the case of every employee the Company agrees to deduct from his first regular pay following the thirtieth (30th) continuous calendar day, from the date of his hiring, the full Union Initiation Fee then in force and to remit the same to the Union no later than the tenth (10th) day of the following month. The Union will refund directly to the employee any monies deducted in error along with confirmation of such refund to the Company. This clause does not apply to students or employees hired temporarily for the summer period.

3.07 The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues', Deductions Authorization Forms, all of which shall be signed by all new employees on the date of hire. All completed Application for Membership Forms shall be returned to the Union on the 10th day of the following month along with the Union dues.

3.08 The company shall include on the employee's T-4 slip the total Union Dues deducted for the year.

ARTICLE 4 — CHECK OFF

4.01 The Company agrees that it will deduct, each week, from the pay of each employee an amount equivalent to the Union dues and assessments owing by each employee for

Union purposes. The Union shall notify the company in writing as to the prevailing rates of Union dues and any assessments. The amounts so deducted shall be remitted to the Union no later than the tenth (10th) day of the following month for which the deductions were made. For any assessments, supplementary, the Union will notify the Company at least two (2) weeks in advance.

4.02 The Company further agrees that in the event of any employee being on vacation at the time of a regular deduction, such deduction shall be made from the employee's vacation pay.

**ARTICLE 5 —
RESERVATION OF MANAGEMENT RIGHTS**

5.01 The Union recognizes the right of the Company to manage the said works and direct the working forces including the right to hire, promote, transfer, lay-off, demote, discipline, suspend or discharge any employee providing the exercise of such rights shall be consistent with the Agreement contained herein, and that the employer will only discipline employees for just cause. This provision shall not be construed to limit management in any way in the exercising of its regular customary functions in the operation of the plant.

ARTICLE 6 — STRIKES & LOCKOUTS

6.01 (a) In view of the orderly procedure established by this Agreement for settling disputes and handling grievances, the Union agrees that there shall not be any strikes or picketing during the life of this Agreement.

(b) The Company agrees that there shall be no lockouts during the life of this Agreement.

(c) In case of lockout, strike or picket line of any Union, it shall not be considered a violation of this Agree-

ment for any member of the Union to refuse to deliver goods where such controversy is going on.

ARTICLE 7 — STEWARDS

7.01 There shall be a maximum of six (6) Stewards to ensure that the Company and members of the Union abide by the provisions of this Agreement, and to report any infractions of such provisions and rules to the superintendent, who shall promptly deal with same.

7.02 Such Stewards shall be elected by Union members in the shop concerned or appointed by the Union and shall have completed their sixty (60) day probationary period. There shall be no discrimination against the Steward for Union activities.

The Union shall notify the Company in writing as to the names of its' Stewards and likewise of any change of Stewards.

7.03 (a) The Local Union President shall be considered as the senior employee in the event of a lay-off, providing he has the ability to perform the job of the laid-off employee. In the event of a dispute concerning the **Local Union President's** ability to perform the work in question, he shall be given a five (5) day training period by the Company, on the job in question, to prove his ability.

7.04 The Superintendent or Manager shall recognize the Steward and shall inform him of all lay-offs or discharges and all Union personnel changes. This information shall be considered confidential.

7.05 A copy of the Company bulletins pertaining to Union members shall be given to the Steward.

7.06 The Steward shall be allowed time to service any grievance. Such meeting should be held in the foreman's office. Representatives of the Union shall be allowed to

contact Stewards by asking permission of the Superintendent of the department.

7.07 The Union representative shall have access to the Company premises at any reasonable time to see that the Agreement is being complied with, after asking permission from management.

7.08 The company will supply a Union notice board.

7.09 (a) The Company will recognize a Union bargaining committee for the purpose of negotiating this Agreement and the renewal of this Agreement.

(b) The bargaining committee shall consist of a maximum of six (6) employees. The number and employees will be chosen by the Union.

7.10 (a) When an employee, who is covered by this Agreement, is called into a meeting with the Company to investigate the employee's alleged misconduct or to impose discipline upon him, the employee will be offered the presence of a Steward. If no Steward is available, another bargaining unit employee of his choice who is then at work may substitute.

(b) The Company will advise the Steward of the reasons the employee is being disciplined, before such discipline is issued to the employee, and such information shall be considered confidential.

(c) The Company will give notice in writing of the reasons for discipline to the employee either at the time such action is taken or before the end of the next working day after such action is taken. A copy of such notice will be given to the Steward and one copy will be sent to the Union.

(d) The Company shall take disciplinary action against an employee within ten (10) working days of the

date of the incident or within ten (10) working days of the date on which management became aware of the incident. Failure to comply with such time limits shall render the discipline null and void. The parties may mutually agree to extend such time limits.

ARTICLE 8 — GRIEVANCE PROCEDURE

8.01 A grievance may be discussed at a suitable time only under the following conditions:

It may deal with a complaint, disagreement or controversy. A written grievance must be presented first to the shop Steward or the Union Business Representative;

It must be in relation to the application of the present Collective Agreement;

It must be presented within fifteen (15) working days after the event occurred.

8.02 At the first level, the Steward will meet with the representative of the Company. The latter has five (5) working days to give his reply in writing.

8.03 If there is not a satisfactory settlement at the first level, an official representative of the Union may meet with the general manager of the Company within the following five (5) working days to discuss the grievance at the next level.

The Company shall (at that time) give its reply in writing within the following five working days after the meeting.

8.04 After this delay, the Union or the Company may refer the grievance to Arbitration within the next following thirty (30) days.

8.05 The board of arbitration shall consist of three (3) arbitrators, one (1) to be appointed by each party to this

Agreement, and the third (3rd) to be selected by the two (2) so appointed within ten (10) days after the appointment of the two (2) arbitrators. If the parties cannot agree upon a chairperson for the arbitration board, he shall be appointed by the Minister of Labour for the Province of Ontario. The Union and the Company shall have the right to appoint anyone it desires to represent it on an arbitration board without the right of the other party to object to such an appointment.

8.06 The arbitration board shall not make any decision inconsistent with this Agreement, nor alter modify or amend any part of this Agreement but shall only consider the question in dispute.

8.07 The decision of the arbitration board is, in all cases, binding on both parties.

8.08 Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally, the expenses of the chairperson.

8.09 It is further agreed that the Union and the Company shall have the right to originate a grievance at a time not later than thirty (30) working days from the date of the alleged grievance with regard to any dispute in the interpretation or manner which the contract is being complied with. The Union and the Company representatives shall first discuss the complaint, such complaint may be submitted by either party to the arbitration procedure.

8.10 (a) Any notation of a reprimand or other disciplinary action placed on an employee's record shall be removed after an elapsed period of twelve (12) months, should there be no recurrence of the same infraction within this period of time. In any event, such notation will not remain on file for more than eighteen (18) months.

(b) Two (2) copies of all penalties will be provided to the Local Union President and a copy will be forwarded to the Union by the Company.

ARTICLE 9 — TERMINATION OF EMPLOYMENT

9.01 The Company shall, subject to the provisions of Article 5.01, have the right to reprimand, suspend or discharge an employee, without notice, for committing any of the following infractions :

- a) stealing or dishonesty; and/or
- b) intentionally causing injury to himself or other employees, while at work; and/or
- c) drinking while on duty or being under the influence of liquor or drugs while on duty; and/or
- d) deliberate refusal to obey instructions given by authorized personnel unless such instructions jeopardize the life, health or safety of an employee.

9.02 On any discharge case the Company shall send to the Union, within twenty-four (24) hours, a copy of the discharge notice and such notice shall contain the reasons for discharge. Any grievance resulting from the suspension or termination of an employee will be dealt with automatically under 8.03.

9.03 Each employee who desires to terminate his employment must give the Company one (1) week's notice.

9.04 Upon request, an employee leaving the Company shall be furnished with a reference, provided his work has been satisfactory.

ARTICLE 10 — SENIORITY

10.01 Length of service within the bargaining unit shall be the sole determining factor in ascertaining seniority.

10.02 With the exception of students or temporary employees hired for the summer period, new employees shall be considered probationary employees until sixty (60) continuous calendar days have elapsed. Upon completion of the probationary period the employee's seniority shall date back to the original date of hire.

Notwithstanding any provision of this Agreement, the Company shall not be required to justify the termination of an employee during his probationary period and the employee shall have no recourse under the Grievance Procedure as a result of this termination.

10.03 An employee who is promoted to a position outside of the bargaining unit will retain his seniority for a period of twelve (12) months with the same pay classification. If the employee returns to the bargaining unit after the twelve (12) months period, he will be classified as a new employee for purpose of seniority.

10.04 a) In the event of a lay-off, the Management will determine the number of employees to be reduced and will advise the affected employees of their decision, as per article 10.05.

Probationary, students and part-time employees who are performing bargaining unit work will be laid off first, then, the most junior employee, based on continuous length of service within the bargaining unit, will be affected in the event of a lay-off provided the remaining employees have the ability and the necessary licenses to fill the vacated jobs and are needed to fill those jobs.

In case of doubt as to the ability of an employee, he will be given a five (5) day familiarization period to prove his ability to perform the work available to him based on his seniority.

b) Any employee whose job has been made redun-

dant because of the lay-off will be given the following rights:

(1) In the case of a lay-off which will not exceed one hundred and eighty (180) days, they will be transferred temporarily and where possible by seniority, to vacated jobs available. They will maintain their rate of pay or the rate of pay of the new job, whichever is highest. Should their original job become available during this time, they will revert back to their former position.

(2) In the case of a lay-off which will extend beyond one hundred and eighty (180) calendar days, their former position will be declared redundant on the one hundred and eighty first (181) day and they will have to exercise their seniority to displace any junior employee whose job he has the ability to perform and assume the position, and the rate of pay for that position. Where necessary, the employee will be offered a reasonable training period.

Should an employee who has exercised his right to displace a junior employee not be able to perform the work, he may return to his previous position, if it still remains open, or he shall assume the position and rate of a general helper.

Should the position they held prior to the lay-off become available within a period of one (1) year, they will be given the right to return to their former position at the applicable rate of pay. Any other employee who was displaced will also be given that right.

If any employee declines to return to his former position, such position will be posted immediately. It is understood that the Management will be able to avail themselves of the provisions of article 11.08 (a) during the posting period.

If an employee bids and is successful on any open-

ing during the eighteen (18) month period after a lay-off, he will forfeit his right to return to his former position.

c) In the event the transport driver is the junior employee, he will not be laid-off if there is not an employee who possesses immediately the necessary company qualifications and ability to fill the transport position.

d) Notwithstanding any other provision contained herein, however, it is understood that a more senior employee has the option of accepting a layoff before a junior employee. In the event that a more senior employee accepts a lay-off, he cannot return to work unless he has been recalled in order of his seniority. The Company shall not recall employees for the sole purpose of jeopardizing the employee's employment with the Company as provided for in Article 10.06(c)

e) In the event the Company must lay-off a senior production or maintenance employee and retain a junior maintenance employee because of his specific skills, the parties agree that the junior employee should not perform work that is normally performed by the laid-off senior employee, except in cases of emergency or for short term unexpected production requirement of less than one (1) day.

10.05 The Company shall, in the event it is necessary to layoff permanent employees (not applicable to probationary employees), give to said employee or employees, five (5) days' notice of impending layoff or five (5) days' pay in lieu of notice. This clause does not apply in case of fire, flood, major electrical failure or Act of God.

10.06 An employee shall lose all seniority and shall be deemed to be terminated for any of the following reasons:

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the grievance procedure, as provided in **this** agreement;

- c) if an employee has been laid-off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee, by registered mail to his last known address, to return to work and he will be allowed no more than seven (7) consecutive days, from the date the notification was registered, to report for duty;
- d) if he accepts employment elsewhere, while on an approved leave of absence from the Company;
- e) if an employee overstays a leave of absence without securing an extension, in writing, of such leave of absence; unless he has a reasonable and verifiable explanation for overstaying his leave of absence.
- f) if an employee is absent from work, without securing a leave of absence, for more than three (3) consecutive working days without a reasonable excuse;
- g) if an employee is absent from work because of layoff, illness, injury or approved leave of absence for more than eighteen (18) continuous months;
- h) if an employee is off on Workers Compensation for twenty four (24) continuous months or for the length of his seniority to a maximum of five (5) years, whichever is greater;
- i) when he reaches sixty-five (65) years of age.

10.07 a) Once the provisions of article 10.04 a) and b) have been exhausted, any need for employees, either for full-time or part-time jobs, will be first offered to employees on the recall list in order of seniority, before hiring from outside the bargaining unit. It is understood that an employee on lay-off does not have to accept any part-time jobs

(ie. less than forty (40) hours in a week) and his refusal to take a part-time job will not change his status on the recall list.

b) It is understood that employees will be recalled in order of seniority and given priority to return to the position they held at the time of the lay-off, if the positions are available. If their position is not available, they will assume any vacated or available position for which they have the appropriate ability and seniority. Such employee will receive the rate of pay of the classification to which they are being recalled to.

Should an employee be recalled to a position other than the one he occupied at the time of the lay-off and his original position becomes available within the first thirty (30) days, he will be required to return to his former position at the applicable rate of pay. If his old position is not available within the first thirty (30) days after being recalled, then on the thirty-first (31st) day he will be allowed to displace any junior employee whose job he has the ability to perform. Where necessary, the employee will be offered a reasonable training period.

Should his former position become available within the next sixty (60) days, he will be given the right to return to his former position at the applicable rate of pay. Any other employee who was displaced will also be given that right. If any employee declines to return to his former position, such position will be posted immediately. It is understood that the Management will be able to avail themselves of the provisions of article 11.08 (a) during the posting period.

10.08 Seniority lists shall be compiled and kept posted on the bulletin board. The Company shall update these lists every six (6) months and shall provide the Local Union President with a copy and shall forward a copy to the Union.

**ARTICLE 11 —
JOB POSTINGS & TEMPORARY TRANSFERS**

11.01 All bids are to be made in writing and are to be in duplicate, one copy to management and one copy to the Steward.

11.02 All job postings shall have the time posted and closing time, for the bids, on the notice. Such postings shall remain on the notice boards, in all departments, for a period of two working days (**48** hours), which shall exclude Saturday and Sunday. No employee's bid will be accepted after the closing time stated on the job posting. An employee leaving on vacation or other approved absences will be allowed to notify the Employer of his desire to bid on job posting during his absence, provided he can assume the job within thirty (30) calendar days.

11.03 Any employee may bid on an opening in the Van Driver and/or Delivery Truck Driver and/or Truck Driver classification. However, the successful applicant is required to immediately possess the Company's necessary qualifications.

11.04 a) Any employee refusing to accept an award after bidding shall lose his bidding right for 9 months.

b) After an employee has been awarded a position, through the bidding procedure, he will not be allowed to bid again for a period of **six** (6) months, unless the position posted is a promotion or a preferred shift for said employee.

11.05 All jobs will be awarded on the basis of seniority provided the employee has the ability and the necessary licenses. After an employee has been awarded a position, through the bidding procedure, such employee is to be placed in the awarded position within a period of fourteen (**14**) days from the date the award was granted, with the understanding that if the employee cannot be placed in the

position within the fourteen (14) day period, there shall be a discussion between the Company and the Union to determine the appropriate disposition of the matter. If the employee is not placed in the position within fourteen (14) days, he shall be paid the higher rate of pay commencing with the fifteenth (15th) day.

11.06 a) **A** successful applicant for a posted job and any employee(s) who **fills** the vacancy resulting from the successful application will be placed in those jobs for a reasonable trial period. During such period the Company will extend to the employee reasonable instructions and start training in the normal requirements of the job. If an employee is unable to prove his qualifications and ability to the satisfaction to the Company, he will be returned to his former job at his former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original job posting.

b) **If** an employee does not qualify during such period and is returned to his former **job**, or if he is returned to his former job at his own request, during such period the resulting vacancy will be offered to the other employees who bid for the job.

11.07 Notices of job vacancies shall be posted at all locations of the Company.

11.08 Temporary Vacancy

Employees who accept to transfer temporarily to another position will receive the rate of the job to which they transfer as soon as they start on the new job.

a) With the exception of vacancies created by vacation, all temporary vacancies of two (2) continuous working days or less, shall be filled at the discretion of management. The Company undertakes **to** ensure that such vacancies will be shared equally by the qualified employees, wherever possible

b) Temporary vacancies of three (3) consecutive days or more shall be offered by seniority to those qualified employees assigned to the shift where the temporary vacancy occurs. The junior general Help on that shift shall be required to undertake the temporary vacancy if all senior employees refused the position.

c) Where the temporary vacancy due to illness or accident is for an unknown duration, the Company shall be entitled to fill the vacancy at its' discretion. Where the duration of the temporary vacancy can be reasonably estimated, the terms of Article 11.08 (b) shall apply.

d) The vacancy caused by an employee going onto the LTD plan of WCB for a period greater than six (6) months, will be posted as a permanent vacancy and filled on a permanent basis pursuant to the provisions of this Agreement.

Should the injured employee subsequently become able to return to work within twelve (12) months from the date of the posting, he will exercise his seniority and return to his former classification. The posting shall indicate that should the injured employee return to work within twelve months from the posting date, the replacing employee will be subject to displacement.

Should the injured employee become able to return to work beyond the twelve (12) months from the date of the posting, he will be returned to a vacant position for which he is qualified on the shift he occupied before his injury, at a rate of pay commensurate with that available position. If there is no vacancy, he will be assigned the classification of "General Help" on the shift he occupied before his injury and be paid the rate for that job.

Such an employee will have priority on job postings, in accordance with his seniority, for which he is qualified

until such time as he occupies his own former classification or one of equal or greater pay.

e) Where there is a temporary shortage of work up to five (5) working days for a specific position, Management will reassign such employee at its discretion provided that the Company is not filling a temporary vacancy under 11.08 a) and b).

ARTICLE 12 — HOURS OF WORK & OVERTIME

12.01 a) The standard hours of work shall consist of five (5) consecutive days of eight (8) hours each from Monday to Friday. The Company reserves the right to implement a night shift which shall not commence before 11:30 p.m. on Sunday and shall end no later than 7:30 a.m. the following Friday. Starting and quitting times and the arrangement of shifts shall be subject to the mutual agreement between the Company and the Union with the exception of the provision of Article 12.01 (g).

b) Overtime at the rate of one and one-half (1 1/2) times the employee's regular rate of pay, shall be paid for all hours worked prior to or subsequent to the employees regularly scheduled shift, except where specifically modified in this Agreement.

c) The above is applicable to all employees except for truck drivers and helper(s) who will remain on a forty-five (45) hour work week, overtime for truck drivers and helpers will be payable after nine (9) hours per day.

d) When the truck drivers and helper(s) work at the plant, all day, they will be subject to the regular hours of work of the inside employees, and their salary will be adjusted accordingly.

e) The Van driver is not subject to hours, when he is on the road, except in case of breakdown, but shall be paid

for breakdown hours, at hourly rate of pay, as per Article 21.03(c).

f) In order to insure production, the Maintenance Department may be required to work, Saturday. Such work will be offered by seniority and where not enough employees agree to work, the Company will be allowed to oblige in reverse order of seniority.

g) For a part time job with less than the regular hours, the Company reserves the right to establish the hours worked without regard for the established shift hours or shift premium.

h) Where drivers are scheduled to start a delivery prior to 6:00 p.m. of a Sunday, his first drop on Sunday shall be paid at the rate of double the drop rate as per article 21.03 (b).

12.02 a) An employee called back to work, after having left the premises upon completion of his shift, shall be guaranteed a minimum of three (3) hours work or pay at the rate of one and one-half (1 1/2) times his regular hourly earnings. If the employee is unwilling or unable to perform the work in question, he will be paid for the time worked only.

b) Employees who are required to work on their scheduled day off, shall be guaranteed a minimum of three (3) hours work (or pay) at the rate of time and one half the employee's regular hourly earnings. However, if the day the employee is required to work is scheduled Sunday off then the payment of overtime will be at the rate of double the employee's regular hourly earnings, with the minimum guarantee of three (3) hours work (or pay). All hours worked, in excess of the minimum guaranteed hours, shall also be paid at the applicable premium rate.

12.03 A work week in which a Paid Holiday is celebrated

shall be reduced by one (1) day for each holiday celebrated in that week. There shall be no loss of pay by reason of the observation of the holiday(s). Payment for such holiday(s) shall be the number of hours normally scheduled for the day(s) based on the employee's applicable hourly rate of pay.

12.04 a) Where a Paid Holiday occurs during an employee's annual vacation, the day may be observed as a floater to be taken by employees on an individual basis on some day which is mutually acceptable to the employee and the Company, or at the employee's choice he may be paid in lieu thereof.

b) Paid Holidays falling on a Saturday or Sunday will be observed, on the preceding Friday or the following Monday, as designated by the Company. In the Event that both Saturday and Sunday are Statutory holidays, then the two preceding or following days, or the Friday and Monday will be observed, as designated by the Company.

c) In an attempt to improve the efficiency of the Company and to provide the employees with longer periods of time off, Paid Holidays occurring during the midweek period may be substituted as follows:

- should the Company request the substitution, the Local Union President shall arrange for all employees to be polled on the matter, either by secret ballot vote, or by signing a letter requesting such substitution, and it is understood that the text of such letter shall be prepared by the Company;
- employees will be polled on a per shift basis and the wishes of the employees will be determined upon completion of such polling;
- if the Company is in agreement with the wishes of the employees, the substitution shall be implemented;

- the computation of payment for Paid Holiday in question shall be based on straight time for the hours the employee would normally have worked;
- in the event there is no agreement on the substituted day, the day designated as the Paid Holiday will be observed.

d) Temporary help

If an employee is requested to fill in at another job for a maximum of six (6) months, he shall be paid at the classification rate for the job. If the job the employee is requested to do is at a lower classification rate the employee's regular rate shall apply. Notwithstanding the terms of this Article, the Company shall continue its current practice with respect to the payment of accumulated hours worked on a temporary transfer basis.

12.05 Where it is necessary for employees to work on a Paid Holiday, the employees will be provided with a minimum of three (3) days notice of such overtime, except where the providing of such notice is prevented as a result of sickness or emergency.

12.06 Employees will be paid their applicable hourly rate for all agreed to rest periods and lunch periods.

12.07 As a result of an accident, which occurs on the job or Company premises and if an employee is required to lose time from the job, the employee shall receive his regular pay, for the day on which the accident occurred, providing the employee is not paid by Worker's Compensation Board.

12.08 When overtime is required, the following shall apply :

(a) where overtime is to be performed on a Saturday, Sunday or Paid Holiday an overtime sheet will be distributed amongst all shifts so that employees may indicate their desire to work the overtime.

(b) if the number of employees who have indicated their desire to work the overtime exceeds the required number of employees, then the overtime shall be offered to all employees on the basis of Department seniority as long as the employees possess the necessary qualifications and ability to perform the work in question.

(c) It is understood that certain unusual circumstances may arise which prevent the Company from circulating the overtime sheet in time to reach some or **all** of the employees. In such circumstances the Company shall telephone those employees who had not been given the opportunity to indicate their desire to work the overtime in question.

(d) it is understood that employees working overtime may not necessarily occupy their usual position.

(e) overtime which is continuous with an employee's shift will be offered to the senior employees who possess the qualifications and ability to perform the work in question and who are at work and available.

(f) for the purposes of this clause only, "Department" shall be defined as :

- (1) the Plant
- (2) the Station
- (3) Lochiel

12.09 a) An employee who reports for work on his regular scheduled shift shall be guaranteed eight (8) hours of work or eight (8) hours of pay in lieu thereof. Those employees who are working nine (9) hour shifts shall be guaranteed nine (9) hours pay in lieu thereof.

b) An employee who reports for work on his regular scheduled shift, who has not been notified not to report for work, will be guaranteed four (4) hours work or four (4) hours pay in lieu thereof.

c) Articles a) and b) above will not apply in cases where an employee ceases to work of his own volition for any reason. The employee will then receive payment for only the time he has actually worked.

ARTICLE 13 — VACATIONS

13.01 a) An employee with less than one (1) year of continuous service shall be paid vacation pay equal to four percent **(4%)** of his total earnings.

b) The employee shall also be eligible, after having worked for a period of six months but less than one (1) year, to a vacation on the basis of one half day each month employed.

c) An employee who has completed one (1) year of continuous service shall receive a vacation of two (2) weeks and vacation pay at the rate of four percent **(4%)** of his total earnings.

d) An employee who has completed five **(5)** years of continuous service shall receive a vacation of three (3) weeks and vacation pay at the rate of six percent (6%) of his total earnings.

e) An employee who has completed ten (10) years of continuous services, shall receive a vacation of four **(4)** weeks and vacation pay at the rate of eight (8%) of his total earnings.

f) An employee who has completed twenty (20) years of continuous services, shall receive a vacation of five **(5)** weeks and vacation pay at the rate of ten percent (10%) of his total earnings.

13.02 Vacation pay shall be calculated on total earnings for the twelve (12) months period ending December 31 in any given year.

13.03 The choice of vacation period will be given employees according to seniority. Employees having more than two (2) weeks vacation may have such vacation continuous if taken previous to May 1st or after October 31, otherwise, they shall have two (2) weeks during the regular vacation period and balance of vacation before May 1st or after October 31st.

13.04 For the purpose of determining vacation entitlements, the year shall be considered as:

a) January 1 for employees hired between January 1 and June 30th of any year.

b) July 1 for employees hired between July 1 and December 31 of any year.

c) The official vacation list shall be posted no later than March 1st and completed by April 1st of each year. Once completed it becomes official and will not be changed.

d) An employee who in any given year becomes eligible for an increase in vacation pay and vacation time, will receive such additional entitlement as follows:

1. Employees whose date of hire occurs as per 13.04 (a) shall accumulate vacation pay and vacation time at the next higher level effective January 1 of the accumulation year.

2. Employees whose date of hire occurs as per 13.04 (b) shall accumulate vacation pay and vacation time at their present rate for the period of January 1 to June 30th and at the next higher level for the remainder of the accumulation year.

(For example an employee who was hired on August 9, shall accumulate for the period of January 1 to June 30 of the accumulation year

vacation entitlements at the rate of 4% and as of July 1 until December 31 at the rate of 6%)

13.05 For each week of vacation entitlement vacation pay will be computed on the basis of two percent (2%) of the employee's gross earnings.

13.06 Where an employee retires, or is laid off, or terminates his employment with the Company, he shall receive vacation pay at the applicable rate for earnings accrued from the previous January 1.

13.07 If an employee is unable to take his vacation due to illness or accident which occurred prior to his leaving on vacation, he will have the right to reschedule his vacation at a later date.

13.08 Vacation pay will be paid to the employee on the pay day immediately preceding the vacation period to be taken, unless requested differently by the employee.

ARTICLE 14 — PAID HOLIDAYS

14.01 A work week in which a Paid Holiday as listed in Article 14.02 is observed, shall be reduced by one (1) day for each Paid Holiday observed in that week.

14.02 The following days shall be observed as Paid Holidays :

New Year's Day	Victoria Day
Labour Day	Christmas Day
Good Friday	Day after New Year's
Dominion Day	Thanksgiving Day
Civic Holiday	Day Before Christmas
Boxing Day	Day Before New Year's

14.03 a) If an employee is required to work on the day(s) the Company designated for the observance, of any of the listed Paid Holiday(s) in Article 14.02, he shall be paid at

the rate of time and one half, his regular hourly rate, in addition to the payment for the holiday(s) in question.

b) In order for any employee to be eligible to receive payment for the Paid Holiday:

1. an employee must have completed his probationary period;
2. he must have been available to work his scheduled shift preceding and succeeding the holiday unless off work owing to a verified illness for no more than ten (10) days preceding or succeeding the Paid Holiday

c) An employee shall not lose payment for any of the Paid Holiday(s) listed herein, by reason of jury duty or witness representation.

ARTICLE 15 — LEAVE OF ABSENCE

15.01 a) In the event an employee or a member of the employee's family is ill or injured and such illness or injury necessitates time off for the employee, a leave of absence may be granted, subject to the mutual agreement of the Company and the Union. The leave of absence, if granted, shall be without loss of seniority and shall not exceed six (6) months unless mutually agreed by the Union and the Company. This provision shall only apply to those employees with more than one (1) year's seniority.

b) Where definite proof is given of extreme necessity, this leave of absence may be extended by mutual agreement between the Union and the Company.

15.02 The Company will not grant an employee's request for leave of absence for the purpose of accepting employment with another company or for the purpose of becoming self-employed.

15.03 a) Employees shall be granted a leave of absence without pay and without any of the other benefits provided in this Agreement and without loss of seniority for a period of up to five (5) years, when authorized to serve in any fulltime capacity on official Union business. The leave of absence shall be subject to review at the other end of four (4) years to determine any possible extension. Such extension will not be unreasonably withheld.

b) Where it is necessary for an employee to be absent from work, on Union business, the Company agrees to release such an employee, for the time necessary, at the request of the Union, at no expense to the Company, provided the Union has given the Company one (1) week's notice in writing specifying the length of the leave of absence.

15.04 An employee who is on a leave of absence shall not be entitled to any of the benefits contained in this Agreement except that he shall continue to accumulate and maintain seniority according to the terms of this Agreement.

ARTICLE 16 —BEREAVEMENTLEAVE

16.01 a) In the event of a death in the immediate family of an employee covered by this Agreement, the Company agrees to grant the necessary time off without loss of pay if absence is justified, up to:

- five (5) days for current spouse or children
- three (3) days for father, mother, sister, brother
- two (2) days for father-in-law, mother-in-law, employee's grandparents
- one (1) day for brother-in-law, sister-in-law

b) The above days shall be consecutive and immediately following the date of the death of the individual. The employee may chose to retain one (1) of the above days to attend the internment in the event that the date of the funeral and internment differ.

16.02 In the event of the death in the immediate family of an employee covered by this agreement while the employee is on vacation, the employee will be allowed to reschedule an equivalent amount of vacation time to his bereavement leave.

ARTICLE 17 — JURY DUTY

17.01 a) Where an employee is called for jury duty or is subpoenaed as a witness, he shall be paid full pay for each day he is required to report to the courtroom.

b) Such employee in return shall give the Company his jury pay or witness fee cheque, less expenses allowed by the court.

ARTICLE 18 — UNIFORMS

18.01 a) The Company will pay each full-time employee \$60.00 before May of each year toward the purchase of safety shoes or boots. Effective December 10, 1993, the Company will pay each full-time employee \$65.00 before May of each year toward the purchase of safety boots.

b) Outside employees will be allowed an additional pair of winterized safety boots per year. The Company will pay each full-time employee sixty dollars (\$60.00) before May of each year toward the purchase of this second pair of safety boots. Effective December 10, 1993, the Company will pay each full-time employee \$65.00 before May of each year toward the purchase of safety shoes or boots.

c) The Company will provide those employees who are entitled to the winter bonus with one (1) pair of winter rubbers, at no cost to the employee.

18.02 Hard hats will be supplied to all employees however if an employee willfully loses or damages his hat, he will bear the cost of replacement. Where the hat is damaged

accidentally, the Company will replace the hat at no charge to the employee.

18.03 Gloves shall be supplied to employees in accordance with Company policy. Copies of this policy will be provided to the Union and cannot be arbitrarily withdrawn by the Company.

18.04 The Company shall provide, at no cost to the employee, one (1) leather apron for the Finger Joint Machine tailor. There shall be one (1) apron per machine and the apron shall be left with the machine.

18.05 The Company agrees to investigate, with the safety committee, to identify jobs where aprons can be safely worn, and where it is necessary. The Company will provide a maximum of four (4) canvas apron yearly, to positions identified, upon presentation of worn aprons.

ARTICLE 19 — SAFETY

19.01 The maintenance of equipment and machinery in sound operating condition is not only a function, but a responsibility of the Company and the employees.

19.02 The determination of, as well as the responsibility for, all decisions in respect to the condition of equipment, shall rest with the senior qualified supervisor on the premises. The Company shall not require any employee to operate any vehicle or piece of equipment that is not in a safe operating condition. It shall be a violation of this Agreement if any employee refuses to operate equipment unless refusal is justified.

19.03 All trucks will be equipped with heaters, sun visors windshield washers and defrosters in working order.

19.04 With the exception of a transport driver broken down on the highway, no passengers will be allowed to ride in Company vehicles unless they are a passenger performing

a part of their job, without prior written authorization from the Company.

19.05 a) A maintenance record book, shall be kept where drivers shall book faulty equipment and any work required will be entered, in writing, by the driver, in a maintenance book.

b) If the Mechanic is an employee of Alexandria Mouldings, he shall sign the maintenance book indicating what action has been taken, if the machine has been sent out for repairs, management shall write up what has been done, date, etc.

c) All new trucks purchased shall have air seats installed, whenever it is possible.

ARTICLE 20 — HEALTH & WELFARE

20.01 Following the employee's sixty (60) days probationary period, it is mandatory that the employee participates in the Company's insurance plan.

The Company agrees to pay for the life, hospital and major medical portion of the insurance and the employee will pay for the salary replacement portion of this insurance.

20.02 a) The Company shall provide a Dental Plan. The Plan shall provide the benefits described in "Appendix B — Dental Benefits", which is attached hereto and forms part of this Collective Agreement.

b) The Company shall pay one hundred percent (100%) of the cost of the Dental Plan for single employees and married employees.

c) Participation in the Dental Plan shall be compulsory for all employees who have completed their probationary period except for those employees who are covered by family dental insurance that is provided for their spouse.

ARTICLE 21 — WAGES

Attached hereto and forming part of this Collective Agreement is Appendix A which outlines the classifications and rates of pay.

21.01 a) Students shall be paid in accordance with government regulations.

b) Students returning for their second (2nd) year of employment, or more, shall be paid twenty (20) cents per hour more than the prevailing student rate as established by the government, or twenty (20) cents above the rate provided for this Agreement, whichever is greater.

21.02 a) Afternoon shift employees will receive a forty (40) cent per hour shift premium.

b) Night shift employees will receive a fifty (50) cent per hour shift premium.

c) The premiums in (a) and (b) are not included in the scale of wages shown in Appendix "A".

21.03 a) The van driver when on the road will be paid a mileage rate of \$0.1233 per kilometre.

b) The van driver will be paid \$13.75 per drop and/or pick-up but not at the same place.

c) The Van driver when at the plant will be paid under the Finger Joint Operator Classification, and this also applies to break down and waiting time greater than 2 hours.

21.04 a) The outside (station) and plant (yard) employees shall be paid a winter bonus of \$250.00.

b) This bonus will be prorated on the time worked from October 1st of one year to April 1st of the following year. The employee who leaves the job prior to April 1st will not be eligible to receive any portion of this bonus.

21.05 The Company agrees to pay \$7.00 per Railway Car when the unloading process must be started by hand.

21.06 Where an employee has been promoted to the position of Maintenance, Knives Set Up Man, Band Saw Filer or Senior Rip Saw Operator and such promotion exceeds a \$0.25 per hour increase, the employee will receive a minimum of \$0.25 per hour increase immediately and the balance of the increase will be awarded as the employee increases in ability after discussion with the Union and at the discretion of the Company. In no case will the granting of the full rate be withheld for more than one year.

21.07 Should the Company find it necessary to institute a change in rates of pay and/or classifications, the Company shall notify the Union to arrange a meeting. Failing a satisfactory solution, the matter may be arbitrated.

21.08 The Company and Union agree that the Lead Hand classification is to be removed from the Collective Agreement. Any employees who were classified as Lead Hands shall maintain the Lead Hand premium of thirty (30) cents per hour in addition to their classification hourly rate, as a personal rate, for as long as they maintain their present classification. If the employee leaves the classification, for whatever reason, the Lead Hand premium shall be discontinued.

21.09 New unlicensed employees will start at the rate of \$10.00 per hour and shall receive equal increments every four (4) months until they reach the full rate of the job after twelve (12) months.

21.10 Effective the date of ratification, the Company and Union agree that the Working Foreman classification is to be removed from the Collective Agreement. It is agreed that Mr. Richard Lobb shall be reclassified as a "Shipper" but shall maintain the Working Foreman premium of sixty (60) cents per hour in addition to his classification hourly rate,

as a personal rate, for as long as he maintains the classification of "Shipper". If he leaves the classification, for whatever reason, the Working Foreman premium shall be discontinued.

ARTICLE 22 — GENERAL

22.01 For all exits off the premises the employee shall punch his time clock card.

22.02 Any employee receiving at the present time more than the attached schedules set forth, shall suffer no reduction in pay, provided he remains on the same job.

22.03 Each employee subject to the present Agreement must receive, at the expense of the Company, the necessary training in the operation of any new equipment he will have to run or to operate.

22.04 It shall be the duty of employees to notify the Company's Personnel Director in writing within forty-eight (48) hours of any change in their address and telephone number(s). If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

As well, an employee must notify the Company's Personnel Director in writing within forty-eight (48) hours of any changes, addition, deletion, and/or modification of dependents, including spouses. If an employee fails to do this, the Company nor the Insurance Carrier will be responsible for any rejection of insurance claims for their dependents.

22.05 Any medical examinations requested by the Company shall be promptly complied with by the employee(s), provided, however that the Company shall pay for such examination. The Company shall pay for any loss time up to three (3) hours pay at the employee's regular rate of pay.

The Company and the Union shall agree on a medical examiner or physician. On request, the employee will be supplied with a copy of the examination report.

When the Company requires that a doctor's report be prepared, except for notes required because of an employee's absence for more than three (3) consecutive working days, the Company will pay for such costs. In the case of work related injuries reports and supplemental Short term disabilities reports, the Company will pay for the costs of such medical reports. The employee is responsible to defray the cost of the initial medical reports for the Income Replacement programs.

ARTICLE 23 — CHRISTMAS BREAK

23.01 The Company and the Union will develop a Joint Committee to arrive at a mutually satisfactory agreement to facilitate a longer Christmas break.

Employee's pay to be held in trust and released, as regular pay, to cover the shutdown at Christmas. Overtime as per the provisions of Article 12, shall not apply for this Agreement. Any agreement that is reached shall be subject to the provisions of Article 12.04 (c) hereof.

ARTICLE 24 -- EXPIRATION & RENEWAL

24.01 ~~This Agreement is in full force and effect from December 10th, 1992 until expiry on December 09, 1994~~ and Thereafter from year to Year until terminated or amended by either party as hereinafter provided.

24.02 Within ninety (90) days prior to the expiration of any subsequent anniversary date, either party may notify the other party, in writing, by registered mail of his desire to negotiate amendments and an itemized statement of the desired changes shall be submitted at the time of giving notice. Negotiations must commence not later than thirty

(30) days after the notice of such changes has been received or another date mutually agreeable. During negotiations the terms of this contract will remain in full force and effect.

24.03 IN WITNESS THEREOF, the parties hereto mentioned have executed this agreement the day and year indicated in Article 24.01.

FOR THE COMPANY FOR THE UNION

D. Dubois

J. Cameron Nelson

J.F. MacDonald

A. Lajoie

APPENDIX A — WAGES & CLASSIFICATIONS

A.1 CLASSIFICATION	Effective June7/93	Effective Dec.10/93
1. Maint. (lic) — Mech Tech.	15.75	16.20
2. Maintenance (Licenced) Saw Filer	15.25 15.25	15.70 15.70
3. Rip Saw Operator	14.54	14.99
Slitter Laminator/Op	14.54	14.99
Weining Operator	14.54	14.99
4. Set Up Man	14.51	14.96
Set Up Man-Knives	14.51	14.96
5. Maintenance (Unlicensed)	14.45	14.90
6. Finger Joint Operator	14.29	14.74
Shippers	14.29	14.74
Band Saw Operator	14.29	14.74
Van Driver(at plant)	14.29	14.74
7. Assistant Set Up Man	14.26	14.71
Assistant Saw Filer	14.26	14.71
Asst.Slitter Laminator/ Operator	14.26	14.71
Asst.Rip Saw /Sorter Operator	14.26	14.71
8. Delivery Truck Driver	14.05	14.50
9. Moulder Quality Controller	13.98	14.43
Lift Truck Operator	13.98	14.43
10. Planer Operator	13.82	14.27
Assistant Shipper	13.82	14.27
Finger Joint Trainee	13.82	14.27
Truck Driver (Yard)	13.82	14.27

A.1 Continued

CLASSIFICATION	Effective June 7/93	Effective Dec. 10/93
11. Lochiel General Help	13.64	14.09
12. Moulder Feeder/Tyer	13.60	14.05
Finger Joint Feeder	13.60	14.05
Finger Joint Receiver	13.60	14.05
Asst. Sorter Operator	13.60	14.05
Band Saw Feeder*	13.60	14.05
Labeler (SQU)	14.05	
13. Cut Off Saw (defects)	13.50	13.95
Small Rip Saw Op. (defects)	13.50	13.95
Trimmer at Moulder	13.50	13.95
Labeler (SQU) (Dec. 10/93)	13.50	
14. Piler (defects)	13.39	13.84
Receiver at Band Saw	13.39	13.84
General Help	13.39	13.84

* This position will never be posted and is not intended to be a permanent position. It is to be used only to replace an absent operator when no other qualified operator is available.

A.2 Retroactivity will be paid to all those employees who are on the active payroll as of the date of ratification.

APPENDIX B — DENTAL BENEFITS

B.1 In accordance with the provisions of Article 20.02 hereof, the Company Dental Plan shall provide no less than the following benefits:

- Oral examination limited to one (1) examination in any one (1) six (6) month period;
- prophylaxis (light scaling and polishing) and application of fluoride and/or anticariogenic substances limited to one (1) application in any six (6) month period;
- bitewing x-rays, one (1) set in any six (6) month period;
- full mouth x-rays, one (1) set in any twenty four (24) month period provided the covered individual has attained at least twelve (12) years of age when expenses are incurred;
- initial provisions of amalgam, silicate, acrylic or composite restorations;
- replacement of amalgam, silicate, acrylic or composite restorations, provided that, unless additional tooth surfaces involved, a continuous period of at least twelve (12) consecutive months has elapsed since the date on which the restoration was provided or last replaced;
- oral surgery of a dental origin, including extractions;
- periodontal services for treatment of diseases of the gums and mouth tissues;
- initial provision and installation of space maintainers;
- drugs and medicines which require the written prescription of a dentist and are dispensed by licensed pharmacist;
- endodontic treatment which includes root canal therapy;

- repair, reline and rebase of dentures provided at least six (6) months has elapsed since the date on which the dentures were new;
- extractions; and
- anaesthesia and its administration.

B.2 The above services shall be subject to the provisions of the Master Policy and the terms of the insurance contract between the carrier and the Company.