

COLLECTIVE WORK AGREEMENT

BETWEEN:



PATELLA MANUFACTURIER INC.
161 Stirling Avenue,
Lasalle, Quebec

AND:

**FRATERNITÉ UNIE
DES CHARPENTIERES MENUISIERS
D'AMÉRIQUE, LOCAL 2817**

AFL/CIO-CTC,
1000 St-Antoine St. West, Suite 611
Montreal, Quebec

* The French version takes precedence over the English version

10754(02)

TABLE OF CONTENTS

	Page
1. Purpose of the Agreement	.3
2. Recognition and jurisdiction	.3
3. Management rights	.3
4. Union security	.3
5. Delegates	.4
6. Continuity of operations	.5
7. Normal working hours	.5
8. Evening and night shifts	.6
9. Overtime	.6
10. Rest periods	.8
11. Wages	.8
12. Classification and job definition	.9
13. Minimum of wage	.18
14. Paid non-working holidays	.18
15. Vacation	.20
16. Family Related Absences	.21
17. Privileges	.22
18. Jury duty	.23
19. Union Board	.23
20. Posting of Positions	.23
21. Seniority	.24
22. Grievance procedure	.26
23. Health and Safety	.27
24. Validity	.30
25. Duration of agreement	.30
APPENDIX "A" – Wage scale	.32
APPENDIX "B" – Group Insurance	.33
APPENDIX "C" – Pension Plan	.34
APPENDIX "D" – Displacement	.35

**ARTICLE 1
PURPOSE OF THE AGREEMENT**

- 1.01 The purpose of this agreement is to promote orderly and harmonious relations between the Company and its wage-earners, represented by the Union and to maintain just and equitable working conditions for one and all, and to settle disagreements or grievances amicably in the anticipated way hereafter that may occur from time to time.

**ARTICLE 2
RECOGNITION AND JURISDICTION**

- 2.01 The Company recognizes the Union has been duly accredited by the Ministry of Labour and Manpower as the sole and exclusive bargaining agent of all wage-earners in the Company, to conclude a work agreement conforming to the provisions of the Labour Code, to the accreditation and to the amendments to which it can be brought.
- 2.02 Foremen will be allowed to perform work which belongs to wage-earners governed by the present agreement on condition that foremen will not replace any regular wage-earner, or impede in the expansion of the Union Group.

**ARTICLE 3
MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that it is the function of management to administer its plant with efficiency, therefore all rights of management are reserved to the Company unless it is particularly abrogated by the provisions of the present agreement.

**ARTICLE 4
UNION SECURITY**

- 4.01 All wage-earners who are, at the signing of this agreement, members in good standing of the Union shall, as a condition of their employment, remain members of the Union for the duration of this agreement.
- 4.02 All wage-earners after the signing of this agreement, as a condition of their employment, shall become members in good standing of the Union within ten (10) working days of their hiring date for the duration of this agreement.

- 4.03 All wage-earners hired by the Company after the signing of this agreement shall, as a condition of their employment, become Union members at the end of the probationary period and remain so for the duration of this agreement.
- 4.04 It is agreed that neither the Company nor the Union and its representatives, or members of the Union, shall discriminate against race, creed, colour or language, coerce, intimidate or show favoritism towards wage earners because of their activity or inactivity within the Union.
- 4.05 The Company must notify the first and/or the second Union delegate within ten (10) working days (maximum) from the hiring of any new wage-earner to allow the delegate to have him sign his membership form.
- 4.06 The Company agrees that delegates can have new wage-earners sign their membership cards on the Company premises.
- 4.07 The Company, for the duration of this agreement, will deduct from all wage-earners the initiation fees and regular weekly dues in the amount determined by the Union.
- 4.08 The above mentioned deductions shall be remitted to the Fraternité unie des charpentiers menuisiers d'Amérique, Local 2817, together with a list of wage-earners, their social insurance number and the amount deducted. The list and the cheque shall be forwarded no later than the fifteenth (15) of the month following the said deductions.
- The said list will also include new wage-earners with their social insurance number and their address, date of hire and classification, departures, as well as wage-earners having changed their name or address.
- 4.09 After the signing of the collective agreement, the Company will supply the Union with a list of all wage-earners governed by this agreement with their address, their date of hire and their classification.

ARTICLE 5 DELEGATES

- 5.01 The Company agrees that three (3) of its wage-earners have permission to be absent from work without pay to handle Union affairs. However, these same wage-earners shall also form the

bargaining committee. These wage-earners, however, must notify the Company of their absence three (3) working days in advance. The company shall grant these delegates a cumulative maximum of six (6) paid days per year in order to assist at conferences, symposiums, courses and or training sessions. In addition, for the purposes of calculation of seniority and vacations, such time will be counted as time worked.

- 5.02 The Company agrees that the Union delegates may be absent without pay to attend meetings. The Company will be notified three (3) working days in advance.
- 5.03 The Company agrees that delegates are not to be subject to transfers and layoffs, unless their shop is completely closed, on condition that these wage-earners be qualified to accomplish the required work.
- 5.04 It is agreed and understood that the delegate is a wage-earner and has his regular duties to perform. The delegate must advise his immediate superior before leaving his work for the purpose of handling grievances. This will not entail any wage-loss on the pari of the delegate, as long as the delegate remains inside the shop.
- 5.05 When necessary, Union representatives will be able to meet wage-earners at any time during the day after having notified the Company. The Company will place a discussion area at their disposal, upon request by the representative.

**ARTICLE 6
CONTINUITY OF OPERATIONS**

- 6.01 The Union agrees that during the term of this agreement, there shall be no strike, slow-down, stoppage of work or any acts of any nature which would interfere with production. The Company agrees that there shall be no lock-out during the terms of this agreement.

**ARTICLE 7
NORMAL WORKING HOURS**

- 7.01 The regular working day for a regular work week with full compensation will be as described below for all wage-earners governed by this present collective agreement. For the duration of the collective agreement : forty (40) hours as follows:

Monday to Thursday : 07:00 to 16:15
Friday: 07:00 to 12:00

- 7.02 The .normal working day for all wage-earners is as mentioned above with a thirty (30) minute work stoppage for lunch unless it has been agreed otherwise by both parties.

**ARTICLE 8
EVENING AND NIGHT SHIFTS**

- 8.01 When the Company schedules an evening or night shift, the Company agrees to notify the wage-earners concerned within two (2) days.
- 8.02 All wage-earners working on a shift other than the day shift shall be paid a premium of sixty cents (\$0.60) per hour in addition to their regular daily salary on the first year of the present collective agreement. This amount shall be increased to eighty cents (\$0.80) beginning on the third year of this agreement and one dollar (\$1.00) beginning on the fifth (5th) year of this agreement.
- 8.03 When the Company needs wage-earners on an evening or night shift, it must choose volunteer wage-earners within the same classification. If the Company does not get the necessary number of wage-earners, it will assign the number of wage-earners having the least seniority in the same classification as long as they are able to fulfill the normal requirements of the task.
- 8.04 Notwithstanding the provisions of Articles 8 and 9 of the Collective Agreement, the Company will have the right to create different work schedules in order to meet shipping requirements. However, the Company undertakes to give a prior notice of at least twenty-four (24) hours before scheduling a work schedule that is not provided for in Article 7.01 of the Collective Agreement. The number of employees on a shift covered by this article will be limited to ten (10) people.

**ARTICLE 9
OVERTIME**

- 9.01 Authorized work performed after the completion of eight and three quarter (8-3/4) hours on Mondays, Tuesdays, Wednesdays and Thursdays and five (5) hours on Fridays, shall be remunerated at time and one half.
- 9.02 a. Authorized work performed on Saturday will be remunerated at the rate of time and one half.

- b. Authorized work performed on Sunday will be remunerated at the rate of double time.
 - c. Whenever overtime work is authorized, it will be for a minimum of two (2) hours.
- 9.03 It is understood that overtime might be required for the efficiency of operations, but the refusal of one or more wage-earners shall not be considered a violation of this agreement and no disciplinary action shall be taken as a result of the refusal.
- 9.04
- a. It is understood that the Company shall not schedule overtime, unless mutually consented, where fifty percent (50%) or more of the wage-earners have been laid off.
 - b. It is agreed that there will be no overtime for wage-earners when the Union holds its monthly meetings, unless mutually agreed to by both parties.
- 9.05 A fifteen (15) minute rest period shall be granted to each wage earner having completed two (2) hours of overtime. Where a minimum of 4 hours of overtime is completed, a thirty (30) minute paid break and a meal shall be granted to the wage-earner. However, in this case, the wage earner shall not be entitled to the two (2) fifteen (15) minute rest periods. This applies only from Monday through Friday.
- 9.06 When a wage-earner is recalled to work at the end of a normal working day, he must benefit from a travelling expense equal to half (1/2) his hourly rate. The remuneration given to the wage-earner shall be no less than four (4) hours paid at his normal rate.
- 9.07 Overtime shall be distributed according to seniority to those wage-earners accomplishing the work to be effected when such overtime is required. If these wage-earners are unavailable, the work shall then be given to wage-earners of the same department and classification. In the event that these wage-earners are not available, the Company shall take into consideration those wage-earners of the same classification working in the shop by order of seniority.
- 9.08 A regular wage-earner may accumulate a maximum of forty (40) regular hours in a bank from overtime hours worked as follows: The first forty (40) hours of overtime worked will be accumulated from the first (1st) of December.

Once a year, a wage-earner shall decide whether to create the aforementioned bank of overtime hours.

A regular wage earner shall only be permitted to use this bank of hours for the first week of the waiting period required under the group insurance plan. In the case where this amount is not used, the forty (40) hours shall be reimbursed to the wage-earner on the first (1st) of December of the year in question.

ARTICLE 10 REST PERIODS

10.01 Wage-earners shall be granted two fifteen (15) minute rest periods as follows:

Monday to Thursday:	09:30 to 09:45 14:30 to 14:45
Friday:	09:30 to 09:45

Wage earners shall also be granted a five (5) minute wash-up period at 11:55 a.m.

ARTICLE 11 WAGES

11.01 All wage earners covered by the present collective agreement, as stipulated in Appendix A, which is an integral part of this present collective agreement, shall be granted a general increase of three percent (3%) per year on October 15th of years 2000 and 2001. Thereafter, a general increase of two and one half percent (2.5%) will be granted on October 15th of years 2002, 2003 and 2004 respectively.

The wages of each wage earner shall not be decreased for the duration of this agreement, except in the manner prescribed in the agreement.

11.02 If a new classification is created, the Company and the Union shall meet to discuss the rate of the new classification which shall be added to the Appendix which shall become an integral part of this agreement.

11.03 If a wage-earner is required to work on installation outside the shop he shall then benefit from the working conditions and wages appearing in the Decree of the Construction Industry, as well as transportation costs, and room and board, if necessary.

The Company shall select the wage-earners by seniority in the required classification. If the Company does not obtain the necessary number, the Company will choose a wage-earner with lower seniority in the same classification judged to be able to perform the work. However, the Company will indemnify the wage-earner for any fines and/or penalties related to the requested work.

- 11.04 If a wage-earner is temporarily transferred to another classification involving a higher rate of pay than his own classification, he shall receive the corresponding higher rate of the classification in question after a day's work as per article 7.01 of the collective agreement.
- 11.05 If a wage-earner is temporarily transferred to a job involving a wage remuneration which is lower than his usual remuneration, he shall maintain his usual remuneration.
- 11.06 a. A wage-earner who is transferred at his own request to a classification with a lower rate will be paid at the rate of the classification to which he is transferred.
- b. If, as an alternative to being laid off, a wage-earner is transferred to another job, he will receive the rate of that job.
- 11.07 Wages shall be payable on the Thursday of each week by direct deposit and the following details shall appear on the wage-earner's pay slip:
- Name and surname of the wage-earner
 - Date and pay period
 - Normal and overtime hours
 - Gross wages
 - Deductions
 - Net wages
- Missing wages from a wage-earner's pay check shall be paid to the wage-earner within forty-eight (48) hours.
- 11.08 If payday falls on a non-working day, the wages shall be given out the preceding day.

ARTICLE 12 CLASSIFICATIONS AND JOB DEFINITION

- 12.01 It is agreed that wage-earners shall be classified according to the work and the degree of skill required following these job definitions.

12.02 Group leader:

A wage-earner who, while controlling and supervising wage-earners, is himself contributing to production.

12.03 Cabinet maker Class "A":

A Cabinet maker Class "A" shall be able to perform the following operations: fabricate, assemble and prepare for finishing, cabinets, show-cases or wooden fittings of all types from prepared lay-outs that, by custom and use, have become part of the Cabinet Making Industry. He must be able to make all joints recognized by the trade, essential for proper construction of the above.

His skill and training shall be such that he is able to read and construe in a proper manner, all layouts, details and drawings relative to the cabinet trade, choose and match all veneers, act as "strawboss" with men of lower capacity when such men are allotted to him for work that requires two (2) or more men and train apprentices, when called upon to perpetuate the trade.

12.04 Cabinet maker Class "B":

A Cabinet Maker Class "B" shall be able to perform the following operations: fabricate, assemble and prepare for finishing with assistance, cabinets, show-cases or wooden fitting of all types, that by custom and use have become part of the Cabinet Making Industry. Make all joints recognized by the trade, essential for proper construction of the above. His skill and training shall be such that he is able to follow instructions in the performance of his duties, but shall not be required to read drawings. He shall give assistance to men in Class "A" when called upon.

12.05 Cabinet Maker Class "C":

A Cabinet Maker Class "C" shall be able to perform the following operations: assemble and prepare for finishing with assistance, cabinets, show-cases or wooden fitting of all types that, by custom and use, have become part of the Cabinet Making Industry where the preparatory work has been done by workers in a higher category. His skill and training shall be such that he is able to follow Instructions in the performance of his duties but shall not be required to read drawings. He shall give assistance to Cabinet Makers in Class "A" and "B" when called upon. The Cabinet Makers shall supply the hand tools necessary to perform their work.

12.06 Wood Machinist Class "A"

A Wood Machinist Class "A" shall be able to operate all woodworking machines associated with the Cabinet Making Industry. His skill shall be such that he is able to prepare, grind, hone and sharpen cutters and knives, set up and operate all machines without assistance, read layouts or drawings relative to the type of work produced in a cabinet shop to such an extent as to enable him to carry out any work the particular machine is designed to accomplish.

12.07 Wood Machinist Class "B"

A Wood Machinist Class "B" shall be able to operate all woodworking machines associated with the Cabinet Making Industry. His skill shall be such that he is able to set up, adjust and operate the machine(s) without any assistance and must be capable of carrying out any work the particular machine is designed to accomplish.

12.08 Wood Machinist Class "C"

A Wood Machinist Class "C" shall be able to operate or feed all woodworking machines associated with the Cabinet Making Industry. He must be sufficiently trained so as to care for the machine and operate it in such a manner that it produces as it is designed to.

12.09 Machinist/Cabinet Maker

A *Machinist/Cabinet* Maker shall be able to operate all woodworking machines associated with the Cabinet Making Industry. His skill shall be such that he is able to prepare, grind and hone the cutters and knives, set up all machines without assistance, read layouts or drawings relative to the type of work produced in a cabinet shop to such an extent as to enable him to carry out any work the particular machine is designed to accomplish.

He shall also be able to perform the following operations: fabricate, assemble and prepare for finishing from prepared layouts, cabinets, show-cases or wooden fittings of all types that, by custom and use, have become part of the Cabinet Making Industry, make all joints recognized by the trade and essential for proper construction of the above, including dovetails, mortise and tenon, butt and dowel.

His skill and training shall be such that he is able to read and construe in a proper manner, all layouts, details and drawings relative to the cabinet trade. He must be able to choose and match all veneers, act as "strawboss" with men of lower capacity when such men are allotted to him for work that requires two (2) or more men, train apprentices when called upon to perpetuate the trade.

12.10 Painter, Polisher, Finisher Class "A"

A Painter, Polisher, Finisher Class "A" shall be able to accomplish the following tasks: prepare all wood surfaces (appropriate to this procedure) to be given a colour required by bleaching or other recognized procedure, to colour, stain, and apply sealers on wood surfaces, to prepare colors and stains, to prepare colored surfaces for the final French polish called "spring out", to fill in, colour, streak or touch up all variations of colour in the structure of the wood. Furthermore, he shall accomplish all finishing techniques known in the trade which are not mentioned above.

His skill shall permit him to adapt a colour to any sample to prepare colors and stains as received by the manufacturer by mixing, diluting or by other procedures, and to train apprentices when required.

12.11 Polisher, Finisher Class "B"

A Polisher, Finisher Class "B" shall be able to prepare all wood surfaces (appropriate to this procedure), by bleaching, filling, staining or sanding, to make the final sanding down of all finished surfaces except for the procedure called "French polish".

12.12 Polisher, Finisher Class "C"

A Polisher, Finisher Class "C" shall be able to apply stain and sealer under the supervision of a Polisher, Class "A" or "B" and shall be able to sand down.

12.13 Mechanic

A wage-earner assigned to the adjustment, maintenance or repair of machines or manual tools, to the construction, design or sharpening of machine knives, to the sharpening of saws and to the placing or moving of machines and their accessories.

12.14 Mechanic's helper

A wage-earner who, under the supervision of a machinist is assigned to the adjustment, maintenance or repair of machines or manual tools, to the construction, design or sharpening of machine knives, to the sharpening of saws and to the placing or moving machines and their accessories.

12.15 Veneer Person "A"

A wage earner who, without supervision, is able to read and interpret shop drawings, sketches, or layouts and thereby is able to cut and splice veneer in such a manner as to create all veneer matches in the industry, including but not limited to the following:

- Book matching
- Slip matching
- Random matching
- End matching
- Running matching
- Balance matching
- Centre balance matching
- Eight-piece sunburst matching
- Box matching
- Reverse or end grain box matching
- Herringbone or v-book matching
- Diamond matching
- Reverse diamond matching
- Book & butt matching with border
- Swing matching

Furthermore, a 'Veneer Person A' shall be able to sequence and blueprint match veneers for entire projects.

The skill and training of 'Veneer Person A' shall include the ability to act as a 'Strawboss' with wage earners of lesser skill levels, train apprentices and perpetuate the trade.

12.16 Veneer Person "B"

A wage earner who, without supervision, is able to read and interpret shop drawings, sketches, or layouts and thereby is able to cut and splice veneer in such a manner as to create all veneer matches in the industry, including but not limited to the following:

- Book matching
- Slip matching

- Random matching
- End matching
- Running matching
- Balance matching
- Center balance matching

12.17 **Veneer Person "C"**

A wage earner who is able to cut and splice veneer in such a manner as to create the following veneer matches:

- Book matching
- Slip matching
- Random matching
- End matching
- Running matching
- Balance matching
- Center balance matching

12.18 **Machine Sander**

A wage-earner who sands down by machine in series, all wood surfaces and all veneered surfaces recognized by the industry.

12.19 **Hand Sander**

A wage-earner who sands down in series, all wood and painted surfaces.

12.20 **Shipper**

A wage-earner who helps control all receiving, shipping and maintains inventory of all the products or materials for the firm. He may occasionally drive a tractor or a forklift.

12.21 **Packer**

A wage-earner who transposes all given requirements and ascertains the quality of each piece before packing.

12.22 **Labourer**

The labourer shall be able to perform all routine tasks in the shop, such as loading and unloading trucks for shipping or receiving, collection of waste and all other jobs that require no specific training and are not performed by maintenance men and/or other specialists. Wages shall be those agreed upon by the parties at the time of signing of this agreement.

12.23 Apprentice

The program shall last for (18) months during which time the apprentices shall not accumulate seniority. Consequently, the Company shall have the right to terminate their employment during the apprenticeship period and apprentices shall have no recourse to the grievance and arbitration procedures.

However, at the end of this apprenticeship period, the apprentices shall be classified according to the other provisions of this Collective Agreement and their seniority dates will be considered retroactively to the date of hire.

12.24 Stock keeper

Responsible for the handling of parts and tools and the daily maintenance of the stock.

12.25 CNC Operator "A"

A 'CNC Operator A' shall be able to operate all numeric computer controlled machines associated with the Architectural Woodworking and Cabinet Making Industry. His skills shall include the ability to make, without supervision, computer assisted shop drawings and cutting lists, program the computer which operates the CNC machine from either the machine itself or from a remote terminal, choose and match either veneers or solid lumber.

Furthermore, the 'CNC Operator A' shall be able to act as 'Straw-boss' to workers with lesser skill levels when such workers are allotted to him for work that requires two (2) or more workers, as well as train apprentices when called upon to perpetuate the trade.

12.26 CNC Operator "B"

A 'CNC Operator B' shall be able to operate all numeric computer controlled machines associated with the Architectural Woodworking and Cabinet Making Industry. His skills shall include the ability to read, without supervision, shop drawings and cutting lists, program the computer which operates the CNC machine from either the machine itself or from a remote terminal and choose and match either veneers or solid lumber.

12.27 CNC Operator "C"

A 'CNC Operator C' shall be able to operate the numeric computer controlled machine assigned to him. His skills shall include the ability to, without supervision, program the computer, which operates the CNC machine from the machine assigned to him, choose and match either veneers or solid lumber.

12.28 Machinist-Cabinet Maker "1"

A 'Machinist-Cabinet Maker 1' shall be able to operate all woodworking machines associated with the Cabinet Making Industry. His skill shall be such that he is able to prepare, grind and hone the cutters and knives, set up and operate all machines without assistance, read layouts or drawings relative to the type of work produced in a cabinet shop, to such an extent as to enable him to carry out any work the particular machine is designed to accomplish.

He shall also be able to perform the following operations: Fabricate, assemble and prepare for finishing, cabinets, show-cases or wooden fittings of all types that, by custom and use, have become part the Cabinet Making Industry, from prepared lay-outs, make all joints recognized by the trade and essential for proper construction of the above, including dovetails, mortise and tenon, butt and dowel.

His skill and training shall be such that the 'Machinist-Cabinet Maker 1' is able, without supervision, to make shop drawings, either freehand or computer assisted as well as be able to make cutting lists destined to the machine shop. He shall be able to choose and match all veneers, act as 'strawboss' with men of lesser skill levels when such men are allotted to him for work that requires two (2) or more men, as well as train apprentices, when called upon, to perpetuate the trade.

12.29 Group Leader "1"

A wage earner who, while controlling and supervising wage earners, is himself contributing to production and is able, without supervision, to make shop drawings either freehand or computer assisted, as well as make cutting lists destined for the machine shop.

12.30 Machinist "A1"

The 'Machinist A-1' shall be able to operate all woodworking machines associated with the Cabinet Industry.

His skill shall be such that he is able to prepare, grind, hone and sharpen cutters and knives, set up all machines without assistance, read layouts or drawings relative to the type of work produced in a cabinet shop, to such an extent as to enable him to carry out any work the particular machine is designed to accomplish.

Furthermore, the 'Machinist A-1' is able, without supervision, to make shop drawings either freehand or computer assisted, as well as cutting lists destined for the machine shop.

12.31 Polisher-Finisher Painter "A1"

The 'Polisher-Finisher Painter A-1' shall be able to accomplish the following tasks:

Prepare all wood surfaces (appropriate to this procedure) to be given a colour required by bleaching or another recognized procedure, to colour, stain and apply sealers on wood surfaces, to prepare colours and stains, to prepare coloured surfaces for the final French polish called 'spiring out', to fill in, colour streak or touch up all variations of colour in the structure of the wood. Furthermore, he shall accomplish all finishing techniques known in the trade which are not mentioned above.

His skill shall permit him to adapt a colour to any sample, to prepare colours and stains as received by the manufacturer by mixing, diluting or by other procedures and to train apprentices.

Furthermore, the 'Polisher-Finisher Painter A-1' shall be able to identify all wood species commonly used in the industry and shall be able, without supervision, to produce the Architectural Woodwork Institute's following finishes :

TR-0, TR-1, TR-2, TR-3, TR-4, TR-5, TR-6, TR-7, OP-1, OP-2, OP-3, OP-4, OP-5, OP-6, OP-7 and OP-8

12.32 Student

It is permitted for students to work a maximum of sixteen (16) hours per week. However, the number of active students shall be

limited to a total of seven (7). Students must present proof of their student status in the woodworking/furniture trade. Students will not accumulate any seniority and consequently, the Company will have the right to put an end to their employment and the students will not have any recourse to the grievance and arbitration procedures.

**ARTICLE 13
MINIMUM OF WAGE**

- 13.01 Any wage-earner who reports for work and who is sent home because of a lack of work, without having been previously advised not to report, shall receive an equivalent pay of four (4) hours, at his regular rate. This provision does not apply to Acts of God.
- 13.02 a. Wage-earners shall be paid if there is a stoppage of work due to the Company, or to lack of electricity or heating for a minimum of four (4) hours.
- b. However, if such a work stoppage occurs after 1:00 p.m. the entire work day shall be paid to all wage-earners on condition that the wage-earners remain at the employer's disposal.

**ARTICLE 14
PAID NON-WORKING HOLIDAYS**

- 14.01 (a) All wage-earners, governed by the present agreement, have the right to one (1) paid non-working day for each of the following statutory holidays provided that they have complied with the conditions stated in this article.

The Non-Working Holidays Paid will be :

Victoria Day
St-John's Baptist Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Eve
Christmas Day
Day after Christmas
New Years Eve
New Years Day
Day after New Years
Good Friday
Easter Monday

- b. Working days between Christmas day and New Year's day could become non-working days without pay if the wage-earner so elects.
- 14.02 For these holidays, the wage-earners shall receive a compensatory indemnity equal to their rate of pay for the number of hours normally worked on the day on which the holiday falls. Authorized work, having been performed on such a holiday, shall be paid at a rate of double time. Furthermore, the wage earner shall receive his holiday wage.
- 14.03 If one (1) or more statutory holiday falls during the vacation period of the wage-earner, he shall receive his vacation pay, as well as an extra day with pay for each one of the said days, or according to mutual consent between the parties.
- 14.04 To benefit from the provisions of this article, a wage-earner must:
- (1) Have worked the normal workday preceding the holiday and the normal workday following the holiday. An absence permitted by the collective agreement or authorized by the Company during one of these holidays shall not affect the right to the holiday wage.
 - (2) Have completed sixty (60) days of continuous service, and this, effective from the date of signature of the present collective agreement.
- 14.05 If the wage-earner is not at his work on the normal working day preceding and/or the normal working day following the holiday by reason of illness, and presents a certificate from a recognized doctor on the day he returns, the holiday will be paid.
- 14.06 In the event of sickness or accident, a wage-earner shall have the right, for a period of six (6) months, to one (1) paid day for each statutory holiday foreseen in the present agreement which occurs within the said six (6) month period. These holidays shall be paid with the first normal wage period cheque after his return to work or at the end of the six (6) month period, whichever case occurs first. However, if the wage-earner receives compensation within this same period, the employer agrees to make up the difference.

Subject to the normal working hours indicated in Article 7.01

- 14.07 If one of these holidays occurs on a Saturday, the preceding Friday shall be the non-working paid day unless otherwise

agreed to by mutual consent of the parties. If one of these holidays occurs on a Sunday, the following Monday shall be the non-working paid day, unless otherwise agreed to mutually, or unless legislation to the contrary.

14.08 Floating Holiday

1. Wage earners who have acquired two (2) years of seniority by May 1st of each year have the right to two (2) floating holidays per year. For this holiday, the wage earners shall receive a compensatory indemnity equal to their rate of pay for the number of hours normally worked on the day on which the holiday is taken.
2. To take this holiday, the wage earners must advise their respective foremen at least twenty-four (24) hours in advance.
3. This holiday is not cumulative and will be paid out at the wage earner's regular rate for eight (8) hours if unused.
4. As a condition of this article, all wage earners must take this holiday between May 1st and April 30th.
5. No more than ten percent (10%) of wage earners according to seniority by classification may take advantage of this holiday simultaneously.

**ARTICLE 15
VACATION**

- 15.01 All wage-earners governed by the present work agreement who have completed, on the first of May each year, the service periods mentioned in the vacation list, shall benefit from the following compensation and vacations.

VACATION TABLE

YEARS OF SERVICE	VACATION	COMPENSATION
1 year to 4 years	2 weeks	4%
4 years to 10 years	3 weeks	6%
10 years to 15 years	4 weeks	8%
15 years and more	4 weeks	9%

- 15.02 The Company reserves the right to either close during the two (2) last complete weeks of July or remain open during this period. The Company will notify the employees of its decision before May 1st.

During the period from June 1st until Labour Day, an employee may take two (2) consecutive weeks of vacation on the condition that at least seventy five percent (75%) of the employees in the classification in question are working; outside of the above mentioned period, an employee may take the maximum number of weeks to which he is entitled pursuant to Article 15.01 of the Collective Agreement subject to the same condition provided for during the above mentioned period.

The choice of vacations shall be on March 15 each year and will be finalized no later than April 1st each year. Vacations shall be granted by seniority of classification.

- 15.03 The vacation choice will be given by seniority of classification. However, if the Company does not have a sufficient number of wage-earners in a certain classification, the Company can keep at work wage-earners with least seniority in the same classification. Wage-earners shall take their vacation between the 1st of May and the 30th of April. Article 15.02 can be amended by the mutual agreement of both parties.

- 15.04 Before the start of the wage earner's annual leave, the wage-earner must receive his vacation pay in a single payment, equal to 4%, 6%, 8% or 9% (article 15.01) of his gross annual wages.

If the wage earner has not taken vacation before September 1st, the Company shall remit to the wage earner the vacation pay due, on this date.

- 15.05 When a wage-earner is on vacation and becomes hospitalized or under the care of a doctor for reasons of sickness or accident for at least one complete workweek, he may ask to take this week at another time upon agreement between the two parties.

ARTICLE 16 FAMILY RELATED ABSENCES

- 16.01 a. In the event of the death of a spouse or a child of the wage earner, the wage earner shall be entitled to five (5) consecutive days with pay at the regular rate.

- b. In the event of the death of a father, mother, spouse's child, father-in-law, mother-in-law, brother or the sister of the wage earner, the wage-earner shall be entitled to three (3) consecutive days with pay at the regular rate.
- 16.02 In the event of the death of the brother in law or sister in law, the wage-earner shall have the right to one (1) day's pay at regular rate, on the day of the funeral, providing it falls on a day of the normal working week.
- 16.03 The wage-earner who is obliged to be absent in the event of a serious illness or death in his family outside of Canada, shall have the benefit of one (1) month's leave of absence without pay.
- 16.04 In the event of the death of the spouse, mother, father, sister, brother or child of a wage-earner, the latter shall benefit of fifteen (15) days of leave of absence without pay.
- 16.05 In the case of article 16.03 and 16.04, the three (3) paid days, mentioned in previous article 16.01, are applicable if they apply. During the leave of absence, the wage-earner shall continue to accumulate his seniority. The Company reserves the right to demand a death or serious illness certificate.
- 16.06 A wage earner may be absent from work for five (5) days at the birth or adoption of a child. The first three (3) days of absence shall be with pay if the wage-earner has 60 days of continuous employment.
- 16.07 A wage earner will be entitled to one (1) paid holiday on the occasion of his wedding.

ARTICLE 17 PRIVILEGES

- 17.01 a. All privileges, advantages or other conditions of work more advantageous than the provisions of this agreement shall remain in force after the signature of this agreement.
 - b. Under no circumstances will the wage earners covered by this collective agreement lose their vacation benefits already granted by the Company.
- 17.02 All employees with three (3) years or more of service with the Company shall be granted every two (2) years, a holiday of sixty (60) days without pay providing that he advises the Company at

least thirty (30) days before in writing and that the following conditions be observed:

- a. That the deductions at source such as Union Dues and Group Insurance plan have been prepaid.
- b. The Company agrees that when the wage-earner shall return to work, he shall be assigned to the same work and his seniority shall continue to accumulate during his absence.
- c. Subject to article 15.02, the Company shall not authorize more than ten percent (10%) of its wage earners, according to seniority by classification to take advantage of this holiday, unless otherwise agreed to mutually by both parties. If the number exceeds ten percent (10%), preference shall be given to wage-earners not having made use of this article during the past three (3) years.

ARTICLE 18 JURY DUTY

- 18.01 A wage-earner absent from work to perform jury duty, will be paid for the time lost according to his regular hourly rate. The fees he receives for jury work will be deducted from this payment. The wage-earner will be required to produce proof of his jury duty periods and the amounts he received for his services.

ARTICLE 19 UNION BOARD

- 19.01 The Company will determine the appropriate place where the Union can post its meeting notices. All other posting must be approved by the personnel director.
- 19.02 These bulletin boards will only be used by Union officers

ARTICLE 20 POSTING OF POSITIONS

- 20.01 When the Company needs to fill a new position or a vacant position in the plant, it must be posted for a period of five (5) days and described in the following manner. A copy of the posted notice should be sent immediately to the Union, and to the first delegate.

The name, the place, the classification, the wage scale and adequate description of the position and the date which it will be available, the date the posting will end.

A reclassification does not imply a new position and a notice is not needed if the reclassification is in the same category- machinist, cabinet-maker, polish-finisher. It is understood that machinist, cabinet-maker is included in the category as cabinet-maker and machinist.

- 20.02 The wage-earner with the most general seniority having applied in the classification where the position is to be filled will be accorded preference as long as the wage-earner in question possesses the required competence, skill and qualification to fill the position, and said wage-earner will benefit from a training period that could last four (4) weeks and which will begin as soon as he is assigned to the new position, and will be paid at the rate of this classification. This period could be extended following mutual consent.
- 20.03 If there are no applicants, or if applicants do not possess the required competence, skills and qualifications, the Company can name any other person to this position. The Company cannot force a wage-earner to accept a new position or a vacant one.

ARTICLE 21 SENIORITY

- 21.01 Definition: Under the terms of this agreement, seniority means the total duration of continuous service accumulated by the wage-earner in accordance with the following condition.
- 21.02 The probationary period for all new employees will be ninety (90) days actually worked.
- 21.03 Seniority as described in clause 21.01 will apply according to the various cases, in the following way, as long as the wage-earner is able to accomplish the required work.

General Seniority: List that includes all wage-earners covered by this agreement.

Seniority by classification: List that includes all the wage-earners in the same classification.

- a. In the case of a promotion or a vacant position, general seniority applies to all.
- b. In the case of a transfer, a layoff and recall, seniority by classification applies to all.

21.04 Layoff procedure :

The Company will lay-off those employees on probation in the plant, following which, the seniority by classification principle will govern lay-offs so that employees having the least seniority in their respective classification will be the first to be laid off. However, bumping shall be done according to schedule "D" of this Collective Agreement.

21.05 Recall :

At the time of recall after a layoff, the opposite of the principle of seniority rights described in clause 21.04 shall be applied. In the event of a recall, a wage-earner is advised by telegram or registered letter to his last known address five (5) days before he must report to work. A copy shall be directed to the Union. The wage-earner must notify the Company of his return within two (2) days of the notice of recall.

21.06 The Company must advise the wage-earners in writing, two (2) working days before their layoff, in default of which the employer is required to pay the difference. The employer shall supply to the Union a list of laid off wage-earners, within two (2) working days which precede the layoff.

However, this procedure is applicable only for layoff periods of more than two (2) working days. This provision is applicable for a maximum of three (3) times per individual and per contract year.

21.07 All wage earners shall be entered on a seniority list according to their date of hire. This list shall be posted and revised monthly as necessary. A copy of this list shall be provided to the delegates and the Union.

21.08 A wage-earner loses his seniority and rights for the following reasons:

- a. He voluntarily terminates his employment.
- b. He is discharged for a valid reason.
- c. He is absent from work for five (5) days without giving notice or without a reasonable excuse.
- d. He is laid off for more than twelve (12) months,
- e. If, having been laid off, he does not report for work within the ten (10) days following the mailing of a recall notice, sent by the employer by registered mail to his last known address.

21.09 The Company agrees not to hire new wage-earners while there are wage-earners currently laid off, as long as they can accomplish the required work.

**ARTICLE 22
GRIEVANCE PROCEDURE**

22.01 The parties will use all their energy and goodwill and make every effort possible to promptly settle every grievance in an equitable way and in good faith. A grievance is a misunderstanding relating to the interpretation or application of this agreement including disciplinary measures.

22.02 A grievance can be lodged by a wage-earner, by the Union or by the Company.

22.03 FIRST STEP

a. The grievance will be presented in writing to the plant supervisor within ten (10) working days of the event this is the object of the grievance, either directly by the wage-earner or by the delegate of his representative on behalf of the wage-earner.

SECOND STEP

b. If there is no reply within ten (10) working days following the presentation of the grievance or if the reply of the plant supervisor is unsatisfactory, the grievance will be submitted to arbitration by the injured party (plaintiff). This must be done by written notice to the plant supervisor within thirty (30) working days following the presentation of the grievance in step one.

c. Following this notice, the arbitrator will be chosen by mutual consent of both parties. If the parties do not agree on the choice of an arbitrator, the latter will be named in accordance with the provisions of the Lacour Code. A copy of this request shall be sent to the other party.

d. During the period between the grievance presented to the plant supervisor and the request for an arbitrator, the parties will attempt to have a meeting to try to reach an amicable settlement.

22.04 The provisions of the agreement bind the arbitrator. He shall not be allowed to add, retrench, to modify or to tender a decision contrary to the provisions of the agreement.

In the event of disciplinary measures, the arbitrator, based on evidence, will either withhold, overthrow or modify the Company's decision. In the event of a loss of benefits, the arbitrator may decide to have the wage-earner reimbursed in part or in full taking into account the monies the said wage-earner has received during his dismissal or suspension. The arbitrator may also order the reinstatement of the wage-earner with all rights to the position he had held.

- 22.05 The arbitrator's decision is final and binds the parties. If the arbitrator orders a reimbursement, the Company must effect this reimbursement within ten (10) working days of the date the parties received the arbitrator's decision.
- 22.06 The arbitrator's fees and expenses shall be shared equally by the parties.
- 22.07 In the event of a disciplinary notice, either of suspension or dismissal, the Company agrees to immediately communicate, in writing, with the wage-earner concerned, the reasons for such a disciplinary measure. A copy of this notice shall be submitted to a union delegate.
- 22.08 The disciplinary notice will be withdrawn, after one (1) year, from the wage-earner's file, in the event that the offense does not reoccur.
- 22.09 A wage-earner who is either suspended or dismissed with cause, shall have the right, if he so desires, to have an interview with a Union representative before he leaves the Company Premises.
- 22.10 The time period prescribed for each of these steps may be increased if mutually agreed to.
- 22.11 Notice of a disciplinary measure shall be delivered to the wage-earner within twenty (20) working days following the knowledge of the incident by the employer in order for the measure to be valid.

**ARTICLE 23
HEALTH AND SAFETY**

- 23.01 It is mutually agreed to by both the Union and the Company that they shall cooperate to the utmost, to avoid accidents and to promote the health and security in the Plant.

- 23.02 The responsibility for the hospitalization and welfare insurance plans, shall remain within the jurisdiction of the parties concerned in this agreement.
- 23.03 It is compulsory for all employees to wear safety boots (CSA) for health and safety reasons. The Company shall reimburse employees for the purchase of these boots on the following conditions:
1. The Company shall reimburse up to a maximum of eighty-five (\$85.00) dollars;
 2. Wage-earners on probation must purchase the boots themselves and absorb the related cost of this purchase. Once the probationary period is completed, the Company shall reimburse the regular wage-earners up to the allotted maximum;
 3. The wage earner may replace his boots once every twelve (12) months;
 4. The reimbursement shall only be made upon presentation of the sales receipt.
- 23.04 A wage-earner who is the victim of an industrial accident during working days, shall receive, for lost time on the day of the accident, his regular scheduled hourly wage, as well as a wage for those days determined by the Workmen's Compensation Commission.
- 23.05 A person responsible for first aid, shall be on duty for the whole scheduled working day of the wage-earners in the plant. This person shall be chosen by the employer.
- 23.06 The Company shall provide transportation and assume the cost thereof, from the plant to the nearest hospital.
- 23.07 The health and safety committee shall be composed of two (2) wage-earners and two (2) Company representatives.
- 23.08 **The Safety Committee must:**
- a. See that regulations concerning industrial and commercial establishments and all other safety regulations are **observed**.
 - b. Analyze the causes of an accident and submit a report to the management.
 - c. Have a meeting, at least once each month, to discuss current accidents, their causes and ways to prevent them.

- d. Keep the Minutes of meetings and give a copy to the Union.
- 23.09 a. It is agreed to by the parties, that a wage-earner shall not suffer any prejudice resulting from a work accident or an industrial illness sustained while in the employ of the Company.
- b. It is further agreed, that a wage earner who becomes the victim of a work accident is responsible for immediately reporting his work accident to his supervisor.
- 23.10 a. The Company agrees to take back in its employment, all wage-earners after their complete recovery from a work accident or industrial illness. The wage-earner shall not lose any seniority due to such an accident or illness.
- b. In the event that a wage-earner be partially and/or permanently incapacitated due to a work accident or illness, be compensated by the Workmen's Compensation Commission, and in the event of wage-earner who, because of his age, or a temporary disability is incapable of completing his regular tasks, the Company, whenever possible, shall try to assign this wage-earner any appropriate work which might be available.
 - c. The Company will advance **the** sums eligible by the Workmen's Compensation Commission to a wage-earner being incapacitated until payment is received by the Workmen's Compensation Commission up to a maximum of four (4) weeks after the first fourteen (14) days. The wage-earner will reimburse the advanced sums to the Company.
- 23.11 Definition of the insurance plan (see Appendix "B").

Subject to Appendix "B", all wage-earners are obliged to join this plan.

This insurance plan will be paid in equal part by the Company and the wage-earner. However, the Company shall assume a maximum of up to two dollars (\$2.00) for an increase in premiums. In the case of a reduction in premiums, the wage-earners shall receive the entire amount of the rebate, under the condition that the wage-earners' premiums remain greater than those paid for by the Company. In the case where both the Company and the wage-earner pay equal contributions, any further reduction in premiums shall be equally divided between the parties.

At no time shall the employer pay more than the wage-earner for the insurance plan.

**ARTICLE 24
VALIDITY**

- 24.01 If any article or section of this agreement should be held invalid by operation of law, the remainder of this shall not be affected hereby. If an article should be held invalid by due process of law, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement for such article or section.

**ARTICLE 25
DURATION OF THE AGREEMENT**

- 25.01 This agreement shall come into effect on the date of its signing and will remain so until October 15th, 2005. Moreover, wages earned cited under article 11.01 and in Appendix A of this collective agreement shall be applicable as of October 15th 2000.
- 25.02 Both parties agree that the work conditions contained in this agreement shall continue to apply until the signing of the new agreement.
- 25.03 Notice of modification shall be given to the other party in accordance with the terms contained in the Labour Code.

THE PARTIES HAVE SIGNED IN GOOD FAITH THIS
7th day of **December, 2000.**

**SIGNED ON BEHALF
OF THE COMPANY**

**SIGNED ON BEHALF
OF THE UNION**

ERIC H.J. PERLINGER

CLAUDE LAFONTAINE

FERNANDO MELO

DANIELLA FRANCE

JACQUES FAUBERT

APPENDIX « A »

Wage scale and classifications

The minimum rates of pay and the classifications will be:

Classifications	Oct. 15, 2000	Oct. 15, 2001	Oct. 15, 2002	Oct. 15, 2003	Oct. 15, 2004
	3.0%	3.0%	2.5%	2.5%	2.5%
Machinist-Cabinet Maker « 1 »	20.84	21.46	22.00	22.55	23.11
Machinist-Cabinet Maker	19.17	19.74	20.24	20.74	21.26
Group Leader « 1 »	21.53	22.17	22.73	23.30	23.88
Group Leader	20.07	20.68	21.19	21.72	22.27
Cabinet Maker « A »	18.11	18.65	19.12	19.59	20.08
Cabinet Maker « B »	16.18	16.67	17.08	17.51	17.95
Cabinet Maker « C »	14.39	14.82	15.19	15.57	15.96
Machinist « A1 »	19.89	20.49	21.00	21.52	22.06
Machinist « A »	17.73	18.26	18.71	19.18	19.66
Machinist « B »	15.83	16.31	16.71	17.13	17.56
Machinist « C »	14.04	14.46	14.82	15.19	15.57
CNC Operator « A »	17.21	17.73	18.17	18.62	19.09
CNC Operator « B »	15.37	15.83	16.23	16.63	17.05
CNC Operator « C »	13.63	14.04	14.39	14.75	15.12
Painter Polisher-Finisher « A1 »	19.89	20.49	21.00	21.52	22.06
Painter Polisher-Finisher « A »	17.14	17.65	18.09	18.55	19.01
Polisher-Finisher « B »	15.46	15.92	16.32	16.73	17.15
Polisher-Finisher « C »	13.17	13.57	13.91	14.26	14.61
Hand Sander	13.17	13.57	13.91	14.26	14.61
Labourer	11.40	11.74	12.04	12.34	12.65
Mechanic	18.93	19.50	19.99	20.49	21.00
Mechanic's Helper	14.52	14.96	15.33	15.72	16.11
Truck Driver	17.14	17.65	18.09	18.55	19.01
Veneer Person « A »	17.64	18.17	18.62	19.09	19.57
Veneer Person « B »	15.75	16.22	16.63	17.04	17.47
Veneer Person « C »	13.97	14.39	14.75	15.12	15.50
Machine Sander	14.04	14.46	14.82	15.19	15.57
Shipper	15.34	15.80	16.19	16.60	17.01
Stock Keeper	13.75	14.16	14.52	14.88	15.25
Packer	13.17	13.57	13.91	14.26	14.61
Apprentice	12.37	12.74	13.06	13.39	13.72
Student Minimum Wage as per labour standards					

**APPENDIX « B »
GROUP INSURANCE**

1. A group insurance plan shall be jointly chosen by both parties within thirty (30) days of the signing of this agreement.
2. The Plan shall be issued under the names of both parties.
3. Each party shall bear 50% each of the cost of the plan.
4. The plan shall be administered by the Company.
5. The plan shall contain all the present clauses plus dental care (See clause #9).
6. The insurance company will give each party a copy of the insurance policy as well as any document requested by either party.
7. Before renewal of the insurance plan, both parties will meet in order to revise, modify and/or change it, if deemed necessary.
8. No change can be made to the insurance plan during the year without both parties approvals.
9. When renewing the insurance plan, the Company will share the increase in the actual premium up to a maximum of two dollars (\$2.00) per week per wage-earner.
10. All wage-earners who are absent from work shall continue to pay 50% of the premium. After the first 30 days of continuous absence, the wage-earners who neglect to pay their 50% premium shall be automatically removed from coverage.

**APPENDIX « C »
PENSION PLAN**

1. Beginning October 15, 1994, a sum of fifty cents (\$0.50) per hour, paid by the Company, will be used to put in place a pension plan for all the wage earners of Patella Manufacturing Inc. The said pension plan must be in place and operational on October 15, 1994.
2. The Company shall remit *sums* collected to the pension plan no later than the twentieth (20th) day of the month following the contribution.

**APPENDIX « D
DISPLACEMENT**

Classification	Displacement
1. Machinist/Cabinet maker	All classifications of machinist, cabinet maker, labourer
2. Group Leader and Group Leader '1'	Anyone in his group, labourer
3. Cabinet maker « A »	Cabinet maker A, B, C, labourer
4. Cabinet maker « B »	Cabinet maker B, C, labourer
5. Cabinet maker « C »	Cabinet maker C, labourer
6. Machinist « A » and Machinist A-1	Machinist A, B, C, labourer
7. Machinist « B »	Machinist B, C, labourer
8. Machinist C »	Machinist C, labourer
9. Polisher Finisher « A » and Polisher Finisher A-1	Polisher finisher A, B, C, labourer
10. Polisher Finisher « B »	Polisher finisher B, C, labourer
11. Polisher Finisher « C »	Polisher finisher C, labourer
12. Hand Sander	Labourer, hand sander
13. Labourer	Mechanic's helper, mechanic, labourer
14. Mechanic	Labourer
15. Mechanic's Helper	Mechanic's helper, labourer
16. Truck Driver	Truck driver, labourer
17. Veneer Man A	Veneer Man B, Veneer Man C, labourer
18. Veneer Man B	Veneer Man C, Labourer
19. Veneer Man C	Labourer
20. Machine Sander	Machine sander, hand sander, labourer
21. Shipper	Shipper, packer, labourer
22. Apprentice	
23. Packer	Packer, labourer
24. CNC Operator A	CNC Operator B, CNC Operator C labourer
25. CNC Operator B	CNC Operator C, labourer
26. CNC Operator C	Labourer

Under no circumstances, may the employees in classification nos. 1 to 19 and 21 bump an apprentice.