

LIGHT METAL FABRICATING AGREEMENT

BETWEEN:

RICHELIEU BUILDING SPECIALTIES

#3220-6900 Graybar Road
RICHMOND, B.O
(Hereinafter the Employer)

AND:



(Hereinafter the Union)

This agreement, dated for reference the 1st day of April 2018 to March 31, 2020.

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ARTICLE 1: OBJECT

1:01

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

ARTICLE 2: COLLECTIVE BARGAINING UNIT

2:01

The Employer recognizes the Union as the sole collective bargaining agency for all employees performing work as outlined in this Agreement under job classifications and coming under the jurisdiction of the Union as certified by the Provincial Department of Labour in the Province of British Columbia.

2:02

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

ARTICLE 3: NEW CONSTRUCTION

3:01

All carpenter work performed away from the factory premises shall be recognized as the jurisdiction of the construction locals of the Construction Locals of Unifor and shall be done under the terms and conditions of the current Unifor Carpenters Standard Agreement.

ARTICLE 4: WORKING FORCES

4:01

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

4:02

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the management.

4:03

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

4:04

The Employer signatory to this Agreement will not subcontract any work normally performed by bargaining unit employees to a non union shop when a union shop is available. Any bargaining unit work sub-contracted out must be mutually agreed between the Employer and the Union.

ARTICLE 5: UNION SHOP

5:01

Every employee coming within the scope of the Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Employees at the date of signing of this Agreement, will join the Union within two (2) weeks following such date.

5:02

When new employees are required, the Employer agrees to contact the Union. If competent union members are not available then the Employer may obtain help elsewhere, it being understood that they register with the shop steward before commencing work, unless some other system of registering is mutually agreed upon, and then join the Union within two weeks and remain a member in good standing as a condition of continuing employment.

5:03

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

5:04

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

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

Stewards Committee.

5:05

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

5:06

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

5:07

(A) Employees covered by this Agreement shall have the right to refuse to cross a legal picket line. The Employer will not perform work, supply goods, or furnish services of a nature or kind that, except for a lockout or lawful strike, would be performed, supplied or furnished by a struck Employer, if so doing would render the signatory Employer an ally as that term is defined by the *Labour Code of B.C.*

ARTICLE 6: DUES CHECK-OFF

6:01

The Employer agrees to deduct from each employee coming within the scope of this Agreement, Union initiation fees, dues and assessments legally levied and in the amount communicated to the Employer by the Union from time to time.

6:02

Deductions will be made from the first earned pay period in each month and remitted to the financial secretary of the Union by the end of the applicable month.

6:03

New employees, after having worked two weeks, shall be made liable for the required deductions. If deduction is not made from an employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.

6:04

The Employer agrees that if signed authorizations are deemed required to make such

deductions, the Employer will obtain them. The Union will supply such forms upon request.

6:05

Dues Supplement Trade Advancement Fund: The Employer will automatically deduct from each member's wages a dues supplement in the amount of two cents (\$.02) per hour for each hour worked by all employees working under the terms of this Agreement, and such deduction shall be forwarded to the Local Union by the fifteenth (15th) day of the calendar month following the month in which the obligation arose.

ARTICLE 7: REGULAR HOURS OF WORK

7:01

The normal hours of work shall be forty (40) per week, consisting of five (5) eight (8) hour days, from 7:30 a.m. to 4:00 p.m. In the event that maintenance workers shall be required to work Tuesday to Saturday inclusive, they shall work seven (7) hours on Saturday with eight (8) hours' pay. The starting and quitting time may be varied by mutual agreement.

7:02

Shift work will be paid at standard rates plus six percent (6%) for afternoon shift, or eight (8) hours' pay for seven and one-half (7 1/2) hours' of work.

7:03

In the event of three (3) shifts being worked on a rotation basis, the shifts will be paid eight (8) hours at standard rates, but will work the following hours: Day shift, eight (8) hours; second shift, seven and one-half (7 1/2) hours; third shift, six and one-half (6 1/2) hours' of work.

7:04

No employee will be allowed to work more than one (1) regular shift in any day.

7:05

The working force on the day shift shall alternate with the working force on the second and third shifts doing similar work, on a two week basis, by mutual agreement between the Union and the Employer.

7:06

When shifts are being introduced, seniority shall apply.

ARTICLE 8: OVERTIME

8:01

All overtime worked before and after the regular shift and on statutory holidays or days observed as such will be paid for at double the regular rate. All overtime work will be voluntary and no employee will be discriminated against for refusal to work overtime.

8:02

Over two (2) hours and up to four (4) hours overtime worked, shall be paid the employees in the form of one-half hour at straight time to cover cost of meal. Time for such meal is to be on the their own time.

8:03

Over four (4) hours and upwards of overtime worked; a free hot meal shall be provided by the Employer after the first two (2) hours of such overtime worked and after each four (4) hours worked thereafter, providing there is a continuation of work. Such meal times shall be paid for at straight time rates.

ARTICLE 9: CALL-TIME HOURS

9:01

Any member reporting for a scheduled shift and not being required shall receive not less than four (4) hours' pay. Any member who works beyond the mid-shift lunch break shall be paid for the full regular shift, except where his work is suspended because of weather or other reasons completely beyond the control of the Employer.

9:02

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

ARTICLE 10: PAYMENT OF WAGES

10:01

Every Employer shall, not later than each alternate Friday, pay to his employees all wages and salaries due to them up to a day not more than five (5) days prior to the date of payment. Each pay cheque shall include will include an itemized statement indicating hours worked at straight time and overtime, rate of pay, and individual deductions. The statement will also include, a running accrual of vacation pay earned and balance. Payment is to be made on the job during working hours. Further, if a statutory holiday should fall on a Friday, payment will be made on the Thursday prior.

10:02

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

ARTICLE 11: APPRENTICE (NOT APPLICABLE)

ARTICLE 12: LEAVE OF ABSENCE

12:01

Employees who have completed their probationary period with the Employer will be allowed, in the event of death of an immediate relative a leave of absence. The pay of the employee is to be his regular straight time rate of pay for up to any three days within a ten day period, of the relatives death, providing the days of paid absence fall within a period in which the employee was scheduled to work.

To be eligible to apply for such paid leave, the employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or layoff at the time for which leave is requested. The immediate relative will be: wife, husband, child or parent, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren and stepchildren.

12:02

Any bargaining unit employee who is subpoenaed for selection or required to perform jury duty or has been subpoenaed as a witness for litigation involving "The Crown" on a day on which he would normally have worked will be paid by the Employer, his regular straight time hourly rate of pay for his regularly scheduled hours of work. Selection process for jury or witness duty will be limited to a maximum of two days pay by the Employer. Employees shall not be required to report if less than three (3) hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hour normally worked, less any pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness duty, and if any, pay received for same.

12:03

Hours paid for jury duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays.

12:04

Union business : Upon written request by the Union, not more than three (3) elected

officers and delegates will be granted not more than (2) week's leave of absence without pay, for the purpose of such Union Business.

12:05

Members elected to full time union positions:

Upon written request by the Union, the Employer agrees that an employee will be given a leave of absence without loss of seniority, for such length of time as might be required.

12:06

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

(A) Applicants must:

1. Apply one month in advance unless circumstances arise beyond the control of the employee.
2. Apply in writing to the Employer and Shop Committee disclosing grounds.
3. Have twelve (12) months' seniority, or less if agreed by the Employer and the Shop Committee.

(B) The Employer shall grant such leave provided:

1. A qualified replacement is available.
2. The Shop Committee has approved.

(C) In cases where grounds for leave are of a confidential nature, the Employer shall have the exclusive right to grant such leave with written notice to the Shop Committee.

(D) Authorized leave shall be in writing and shall be signed by the Employer and the Shop Committee. An employee not returning at the expiration of his leave shall be considered to have quit voluntarily unless he furnishes within three (3) days of the expiration of his leave, a reasonable excuse for not having returned.

12:07

Parental leave and Family Responsibility leave will be in accordance with the *Employment Standards Act of B.C.*

12:08

In the case of jury duty, Bereavement Leave, Parental Leave and Family Responsibility

Leave the Employer will continue to make payments as set out in Article 16:00 Health & Welfare.

ARTICLE 13: SENIORITY

13:01

The Employer recognizes the principle of seniority after forty (40) working days of employment. It is understood that the forty (40) working days will be accumulated within a period of twelve (12) months from the first day of hire. It is further understood that seniority will be determined by the longest service with the Employer from the first day of work. Probationary employees will have all the benefits afforded by this collective agreement including, but not limited to, the grievance procedure.

(See LOU# 5)

13:02

An up-to-date seniority list will be supplied and posted by the Employer on the employee's notice board once every twelve (12) months and at time of layoff.

13:03

Layoff: For the prevention of grievances arising over layoffs where seniority is concerned, the foreman or superintendent shall notify the Chairman of the Shop Steward Committee prior to layoff, the names of those to be laid off. The layoff will be conducted in reverse seniority (last one hired, first one laid off) providing that the retained employee has the necessary skills and qualifications to perform the work required. When a member has completed his probationary period, in the event a layoff, he shall be given three (3) day's notice. Should the required three (3) day's notice not be given, then the employee concerned shall be given **three (3) day's** pay at his regular hourly rate in lieu of said notice.

Employees with three (3) or more years of service with the Employer shall, in the event of a layoff, be given five (5) days' notice or one (1) week's pay in lieu thereof.

13:04

Re-hiring: Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list, provided they are available and have the necessary skills and qualifications to perform the work required. The Employer shall maintain an address file on each employee and it shall be the employee's responsibility to notify the employer in writing of any change of address together with a telephone number at which he may be contacted.

No new employees will be hired until former employees, who are available and have the necessary skills and qualifications to perform the work required, are given the opportunity to return to work.

Employees who have been laid off and who have been notified of the plant vacancy must respond to the Employer's notification of re-hiring within twenty-four (24) hours (excluding Saturday, Sunday and statutory holidays) of such notification. It shall not be a violation of this Agreement if the Employer fails to adhere to the strict principles of seniority when a laid off employee fails to respond to the Employer's notice of plant vacancy within the time limits prescribed.

If the Employer is unable to contact an employee regarding a call-back, the Employer will notify the local union of their attempts of such call-backs. After notification from the Employer, the Union will attempt to notify the employee and will contact the Employer within a twenty-four (24) hour period, week-ends and holidays excluded.

An employee shall report for work on re-hire as provided in this Clause by the third working day following acceptance of the rehire.

Should an employee fail to report for work within the designated period and have no reasonable excuse for his failure, he shall forfeit all his seniority rights.

13:05

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

- (A) Employees with up to and including six (6) months seniority at the time of layoff or leave of absence shall retain and accrue their seniority for a period of six (6) months.
- (B) Employees with more than six (6) months to and including twelve (12) months seniority at time of layoff or leave of absence shall retain and accrue their seniority for twelve (12) months.
- (C) Employees on compensation, sickness, or disability due to accident, for such time as it may take to recover health. The Employer shall have the right to require a certificate from a qualified medical practitioner.

13:06

JOB POSTINGS: All job vacancies, including promotions, transfers and new positions shall be posted within seven working days from such date the vacancy occurred or such date the new position will be required or production start is expected. It is understood that the Employer will determine if a vacancy must be filled. If an employee is performing work in a higher classification, the position will be automatically posted within the seven day period. Furthermore, any new or altered jobs that arise will be referred to the Shop Committee, which will include a Union officer to determine the classification and wage rate. Such postings shall be made for five continuous days on the bulletin board. The

postings shall set out a job description, qualifications required by the job, classification and wage rate. Postings shall be awarded within ten working days of original posting date and senior employees who apply will be given the first opportunity for the position, taking their skills, ability and qualifications into consideration.

The Employer will use the Standard Job Posting form as mutually agreed to by the parties.

If a training period is required, the length of this period shall be determined by mutual agreement between the Employer and the Union.

Promotions to leadhand or foreman will be posted in the usual manner, taking into account seniority and the ability to perform the work required. Upon awarding the posting, the successful applicant will be on a probationary period for two calendar months, in order to assess the applicants ability as foreman or leadhand. Should the applicant be unable to adapt to the skills required for the foreman or leadhand position, the applicant will return to his/her position.

In the event of an upheld grievance arising due to an improper posting or awarding, all time acquired by junior employees in the grieved postings will not be considered.

ARTICLE 14: VACATIONS WITH PAY

14:01

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

Up to 2 yrs.	seniority	4%	of	gross
2 yrs. or more	seniority	6%	of	gross
8 yrs. or more	seniority	8%	of	gross
12 yrs. or more	seniority	10%	of	gross
20 yrs. or more	seniority	12%	of	gross

14:02

Vacation pay for each week of vacation will be paid at the regular rate of pay or percentage of gross earnings as stipulated above, whichever is greater.

The Employer will calculate the difference between the employees gross earnings (including overtime, vacation and statutory holiday pay) and their regular weeks of vacation entitlement and shall pay out this adjustment by December 31st of each year. A vacation planner will be supplied and posted for the employees to indicate their choice of time for vacation. A vacation list of those who have not taken their full entitlement along with the balance of vacation days remaining for each of the members,

will be sent to the Union office by October 1st of each year. Any scheduled vacations after this date will also be included.

The first three (3) weeks will be taken at the discretion of the employee, seniority in each department to be the deciding factor. The fourth and fifth week's vacation to which an employee is entitled shall be taken by mutual agreement between the employee and employer.

The vacation planner will be posted from January 1st to March 31st, and all employees will be obliged to fill out their preferences within that time period. The Company shall confirm vacations by no later than April 15th or earlier if possible. The steward will be consulted in the event of a question of applying seniority in a division.

Failing a senior employee to fill out the vacation planner within the period over less senior employees who have, then that employee will not be given first option of vacation. Vacation changes beyond the control of the employee will be taken into consideration of re-scheduling purposes.

It is understood that the vacation planner is used to assist in assuring your vacation period.

All holidays to which employees are entitled must be taken (in accordance with Article 14:00).

14:03

In the case of an employee being laid off, discharged or quitting, the vacation pay shall be paid in conjunction with the years of seniority with the employer and the percentage formula of their gross earnings (refer to Article 14, Clause 14:01).

14:04

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

- a. Absence on Workers' Compensation up to a period of one year, provided the employee returns to his employment.
- b. Absence due to illness up to a period of one year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- c. An employee laid off will, when he returns within twelve (12) months of layoff, be credited with the time prior to and during layoff.
- d. Statutory holidays or days observed as such will be Considered as days actually

worked for calculating Vacation pay.

ARTICLE 15: STATUTORY HOLIDAYS

15:01

All employees covered by this Agreement who have been employed with the Employer for sixteen (16) calendar days or more shall receive twelve (12) paid statutory holidays per year and any other public holiday declared by the Provincial or Federal Government. Such employees shall receive a day's pay on the pay day following the statutory holiday. Employees who have been employed less than sixteen (16) days shall receive an amount equal to five point two percent (5.2%) of their gross earnings. Employees who have been laid off or terminated prior to the statutory holiday shall be entitled to the holiday pay for that holiday, provided they have worked at least ten (10) days during the thirty (30) calendar days immediately preceding the general holiday.

15:02

The twelve (12) statutory holidays shall be:

New Year's Day	B.C. Day (1st Mon. in Aug.)
Family Day (2nd Mon. in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

15:03

When a statutory holiday falls on a day, that is not scheduled as a working day, the Employer may designate the day or days to be observed immediately prior to or following the weekend on which the statutory holiday occurs.

ARTICLE 16: HEALTH AND WELFARE

16:01

The Employer shall pay to the Millworkers Health and Welfare Trust Fund contributions of one dollar and ninety-five (\$1.95) cents per hour for each hour worked, and any contributions in the amount which represents the increase determined by the Board of Trustees of the Millworkers' Health and Welfare Trust Fund.

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

16:02

The Employer and the Union shall abide by the terms of the Trust Agreement of the Millworkers Health and Welfare Trust Fund.

16:03

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

ARTICLE 17: JOINERY AND BENCHWORK JOINT CONFERENCE BOARD

NOT APPLICABLE

ARTICLE 18: TECHNOLOGICAL CHANGE

18:01

The Employer shall notify the Shop Committee and the Union not less than six (6) months where five (5) or more employees are involved, or three (3) months where one (1) to four (4) employees are involved, in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

18:02

An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of this regular job at the time of the set-back for a period of three months and, for a further period of three months, he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the set-back and the rate of his new regular job. At the end of this six month period, the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in 18:03 below, providing that he exercises this option within the above referred to six month period.

18:03

Employees discharged or laid off because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay.

ARTICLE 19: GENERAL CONDITIONS

19:01

A fifteen (15) minute rest period will be allowed midway in each half of a shift. If overtime has been scheduled, a fifteen (15) minute rest period will be allowed after the first hour of such overtime.

19:02

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

19:03

Adequate and separate rest room facilities for both male and female employee will be provided in all buildings and maintained in a clean condition by the Employer.

19:04

A five (5) minute wash-up time will be allowed prior to quitting time.

19:05

No employee shall supply any tools on the Employer's premises other than accepted normal tradesman's tools. Where drill bits, files etc are used extensively, the Employer, shall supply such items.

19:06

The Employer must assure the safety of the employee's tools against fire and burglary while in his employ. If so requested, the employee shall submit to the Superintendent or Employer representative an inventory of tools and working apparel on the job if the value of such items exceeds \$25.00.

19:07

No worker will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union or the Employer. At no time will he transport goods manufactured by the Employer with his own vehicle.

19:08

Failure of any employee to act upon contradictory instructions given him by other than his immediate superior shall not constitute cause for dismissal.

19:09

When an employee is transferred to another classification, he shall be paid the rate of such classification.

19:10

If an employee handles several jobs as part of his or her regular duties, then that employee shall receive the rate of his or her top classification within that assignment.

19:11

Adequate free parking facilities will be provided for within a reasonable distance of the plant.

19:12

Employees in the bargaining unit shall have access to their personnel records at reasonable times and shall, upon written request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

19:13

The Employer shall supply employees with coveralls or aprons, decided by the Employer. The Employer will maintain and provide cleaning services and shall replace any that are worn or tattered when necessary.

ARTICLE 20: SAFETY AND HEALTH

20:01

Both parties agree that the accident prevention regulations of the Workers' Compensation Board will be rightly applied and adhered to in all sections of the plant. It will not be a breach of this Agreement for any employee to fail or refuse to work under unsafe conditions, as defined by the Workers' Compensation Board Regulations, nor will it be grounds for discharge. At the same time, refusal on the part of an employee to abide by Workers' Compensation Board Regulations or other safety rules after having been warned, will be grounds for dismissal.

20:02

A Safety Committee will be established in accordance with Workers' Compensation Board requirements. Safety meetings will be held once monthly during working hours and no member of the Committee will suffer deduction in wages for time spent on behalf of the Committee.

20:03

An employee having to cease work due to a compensable injury shall be paid by the Employer for the full regular shift on the day of the injury.

20:04

Registration fees and time lost to write an exam for any First Aid Course will be paid by the Employer upon successful completion.

ARTICLE 21: UNION LABEL

21:01

It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to UNIFOR Local 1928. If the application is approved, and the Union Label is issued by UNIFOR Local 1928 and to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of UNIFOR Local 1928 and shall be at all times in the possession of a member of UNIFOR Local 1928, and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of UNIFOR Local 1928. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the Union.

ARTICLE 22: GRIEVANCE PROCEDURE

22:01

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

All grievances shall be presented on a timely basis and no grievance will be considered unless the matter has been brought to the attention of the Employer by the employee and/or his union representative within the following time limits:

- (A) Within fifteen (15) calendar days for alleged discharge for cause.
- (B) Within sixty (60) calendar days for general grievance.
- (C) Within six (6) months for pay issues.

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

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

22:02

The employee involved, preferably with the shop steward, will first take up the matter with his Foreman or Supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days the matter shall be referred within (3) days as follows:

22:03

Failing resolution in 22:02, the Union representative and the Employer's representative

will discuss and, if possible settle the matter.

22:04

Failing resolution in 22:03 above, within three (3) working days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.

22:05

Failing resolution in 22:04 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) members as follows:

22:06

The party desiring arbitration shall- appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.

22:07

The party receiving the notice shall within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.

22:08

The two (2) arbitrators so appointed shall confer to select a third member to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member. In the event that either party fails to make an appointment of its nominee within the prescribed five (5) days as outlined in (B), then the party failing to appoint its nominee will automatically agree to a single arbitrator chosen by the other party.

22:09

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman. The time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of a majority of the board shall be final and binding upon the parties and they shall carry it out forthwith.

22:10

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

22:11

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

ARTICLE 23: CLASSIFICATIONS AND WAGE RATES

23.01

FOREMAN: A fully experienced Production I person responsible for a group of eight or more workers. One required in the shop at all times.

LEADHAND: Fully experienced Production I worker responsible for a group of less than eight workers.

PRODUCTION I: Should be able to perform work that is of a specialized nature without supervision (responsible to immediate superior - either lead hand, foreperson or superintendent) to include:

1. Set up all equipment in his/her applicable department.
2. Making of jigs and/or templates.
3. Read and understand shop drawings, templates and packing slips and work from same.
4. Manufacture all standard and custom units.
5. Be familiar with all materials (and quality standards for same), including cutting and laminating of same.
6. Be familiar with shipping preparation, procedures and associated hardware.

PRODUCTION II: Should be able to perform work that requires a limited amount of skill and supervision (responsible to immediate superior- either lead hand, foreperson or superintendent) to include:

1. Be familiar with all materials and able to assemble/manufacture all units within that department (to include banding of all materials and laminates).
2. Work from shop drawings and/or list as directed to cut materials as required (to include punching and mitreing of aluminum).
3. Be able to do touch up priming.

PRODUCTION III: Shall work under supervision including:

Forklift: Under 8,000# capacity when an employee is required to

operate a lift-truck.

1. Manual handling of all materials.
2. Cleaning of shop/yard, parts and materials.
3. Assembly where minimal use of powered hand tools is required.
4. Loading/unloading of trucks manually.

STARTER:

An employee who assists others for a probationary period (40 working days). These employees shall perform work in the Production III category and shall obtain the PIII rate once 40 days have been recorded. It is understood they must join the Union within 2 weeks in accordance with 5:01.

TRAINING:

TRAINEE I: A training program of ten (10) months will be established to allow employees to upgrade from PII to PI classification.

TRAINEE II: A training program of six (6) months will be established to allow employees to upgrade from PIII to PII classification.

TRAINING PROGRAMS:

Openings for training programs will be posted in the usual manner as described in article 13:06 of this Collective Agreement. It is understood that the training positions will be automatically posted whenever a lower classified employee is regularly performing work in a higher classification.

As a result of implementing these new classifications, if there are present employees that have not been adequately trained to perform any specific tasks, will be given a period of time (determined by the union and the employer) in order that they acquire the skills to perform the work required. No employee will suffer any wage reduction or re-classification to a lower position during the upgrading training period.

NOTE: On completion of the training program(s) no employee will move to the higher classification until that classification becomes available or the employee is doing the work of the higher classification - Article 19, Clause 19:09 and/or 19:10.

In the event an employee is having difficulties learning the necessary skills, in any of the training programs, a meeting will be convened with the Shop Steward, Foreman, Company Representative and Union Business Representative to determine if an extension is required.

23:02

MINIMUM WAGE RATES SHALL BE AS FOLLOWS:

The 2015 wage package is a 3% plus 3% plus 3% increase based on all rates.

	Apr 1/17	Apr 1/18	Apr 1/19	Apr1/20
FOREMAN	31.95	32.90	33.88	34.90
LEADHANDS	30.33	31.23	32.16	33.13
PI	28.69	29.55	30.43	31.34
PII	25.61	26.37	27.16	27.97
PIII	22.24	22.90	23.58	24.29

Lead Hands to receive one-half hour's pay per complete shift. Foreman to receive one hour's pay per complete shift.

23.03

New employees hired after April 1,2009 in the following classification shall be paid the following rates for the duration of the agreement.

	Apr 1/17	Apr 1/18	Apr 1/19	Apr1/20
PIII	18.40	18.95	19.52	20.10
STARTER	16.83	17.33	17.85	18.39
STUDENT	13.26	13.65	14.06	14.48

23:04

When an Employer requires an A, B or C First Aid Ticket Holder, he shall be paid the following premium for the ticket he is required to hold or for the ticket he actually holds if higher, over his regular rate.

Level 3 ticket – 50 per hour
Level 2 ticket – 40 per hour
Level 1 ticket – 30 per hour

ARTICLE 24: DURATION OF AGREEMENT

24:01

The parties hereto agree that this Agreement shall be effective from **April 1, 2018 to March 31, 2020** and from year to year unless either party at any time within four (4) months immediately preceding the anniversary date of this Agreement, gives notice of contrary intention. Any terms of the new agreement shall be retroactive to the expiry date of the previous agreement. If no agreement is reached at the expiration date of this contract and negotiations are continued, the Agreement shall remain in force up to the time a new Agreement is reached or until negotiations are discontinued by either party.

24:02

The operation of Section 66, Sub-section 2 of the *Labour Code of British Columbia* is hereby excluded.

ARTICLE 25: SAVINGS CLAUSE

25:01

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

25:02

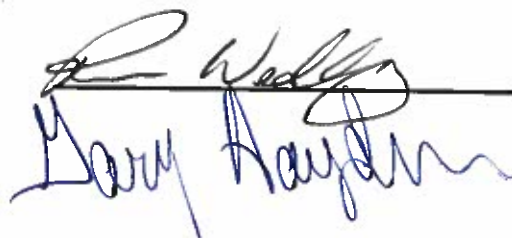
In the event that any Article or Section is held invalid, or enforcement of, or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually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

Dated this 5 day of November, 2018.

ON BEHALF OF THE COMPANY

A stylized, cursive signature in black ink, written over a horizontal line.

ON BEHALF OF THE UNION

A cursive signature in blue ink, written over a horizontal line. The signature appears to read "Gary Hayden".

LETTER OF UNDERSTANDING #1

BETWEEN:

THE BOARD OF TRUSTEES OF THE
MILLWORKERS' HEALTH & WELFARE PLAN

represented by the authorized signatories referred to below
(hereinafter called the "Trustees")

AND:

RICHELIEU BUILDING SPECIALTIES
(hereinafter called the "Employer")

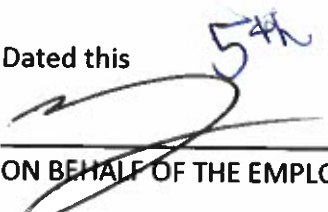
Re: EMPLOYER'S HEALTH & WELFARE PARTICIPATION AGREEMENT

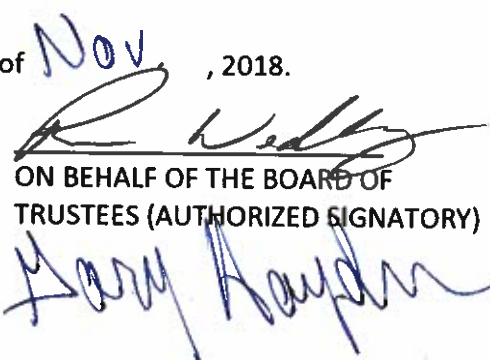
- A. The Employer has entered into a collective agreement with the UNIFOR Local 1928 (the "Union") dated 1st of April, 2009, (the "Collective Agreement");
- B. The Collective Agreement provides for the Employer to make certain contributions to the Millworkers' Health & Welfare Plan (the "Health & Welfare Plan") on behalf of the members of the Union employed by the Employer from time to time (the "Employees").
- C. The employer agrees to be bound by the terms of the Trust Agreement of the Millworkers' Health & Welfare Trust fund for the term of the Collective Agreement.

Dated this

5th

day of Nov, 2018.


ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE BOARD OF
TRUSTEES (AUTHORIZED SIGNATORY)

LETTER OF UNDERSTANDING #2

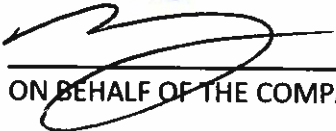
Between:
RICHELIEU BUILDING SPECIALTIES

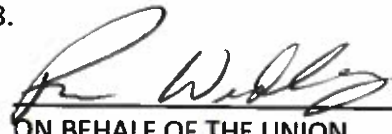
And:
UNIFOR Local 1928.

Re: Transfer of Manufactured Materials

It is agreed by the parties that materials currently being manufactured at Panel Products #3220-6900 Graybar Road location (i.e. toilet partitions, lockers, chalk and tack boards), will not be transferred for manufacturing purposes to other operations of the company within the Province of British Columbia.

Dated this ^{4th}5 day of Nov, 2018.


ON BEHALF OF THE COMPANY


ON BEHALF OF THE UNION


LETTER OF UNDERSTANDING #3

Between:
RICHELIEU BUILDING SPECIALTIES

And:
UNIFOR Local 1928.

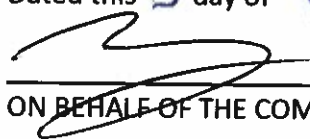
Re: Application of Article 5:02

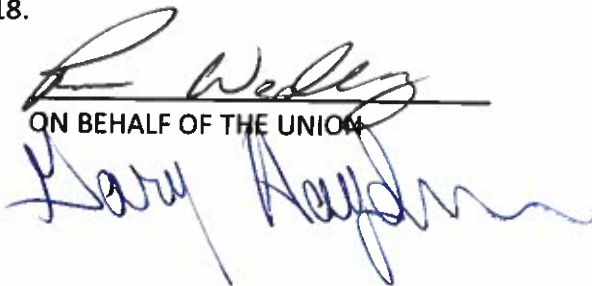
It is agreed by the parties that when new employees are required, the Employer will contact the Union hall who will dispatch the employee most suited to be able to perform the required work.

Should this employee fail to perform the necessary work to an acceptable level, the Employer may return the person to the Union hall and at the employers choice may either:

- i) request the Union to dispatch another person, or consideration: or
- ii) employ a person of their choice, but in doing so must ensure the individual becomes a member of the Union in accordance with this agreement.

Dated this 5th day of Nov, 2018.


ON BEHALF OF THE COMPANY


ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #4

Between:

RICHELIEU BUILDING SPECIALTIES

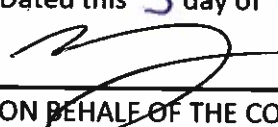
And:

UNIFOR Local 1928.

Re: Article 6:02, 6:05, 16:01

- a) Penalties for delinquent payment of contributions and/or deductions for the above articles: A first time penalty of five (5%) percent will be levied on the amount of unpaid remittances. Further penalties will be ten per cent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in 1 and 2 below:
- (1) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
 - (2) If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five per cent (5%) penalty of the amount of the late payment for a first time penalty and ten percent (10%) for further penalties more than 10 days delinquent.

Dated this 5th day of Nov, 2018.


ON BEHALF OF THE COMPANY


ON BEHALF OF THE UNION



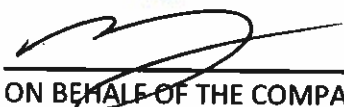
LETTER OF UNDERSTANDING #5

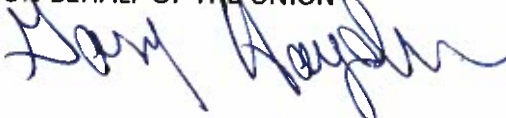
Between:
RICHELIEU BUILDING SPECIALTIES
And:
UNIFOR Local 1928.

Re: Article 13:01

It is agreed between the parties that probationary periods may be extended, if deemed necessary, upon mutual agreement between the Employer and the Union.

Dated this 5th day of Nov, 2018.


ON BEHALF OF THE COMPANY


ON BEHALF OF THE UNION


LETTER OF UNDERSTANDING #6

Between:

RICHELIEU BUILDING SPECIALTIES

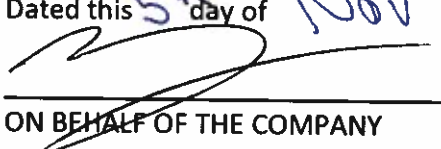
And:

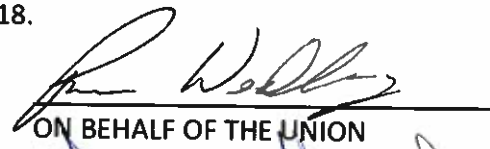
UNIFOR Local 1928.

Re: Expansion & Other Facilities

In the event, the Company requires additional space for manufacturing expansion purposes, existing laminates can be relocated to other facilities. Should the above occur, the Company will ensure that all existing employees at that time will continue to be employed in order to facilitate the expansion on the manufacturing. Appropriate notice will be given to all existing employees. The Company will review/update the Union and all existing employees every five (5) months as to the progress of manufacturing expansion initiatives.

Dated this 5th day of Nov, 2018.


ON BEHALF OF THE COMPANY


ON BEHALF OF THE UNION



MC:RW:dn/cope343