

COLLECTIVE AGREEMENT

BETWEEN

WEST BROS. FRAME & CHAIR LTD.

1634 FRANKLIN STREET, VANCOUVER, B.C.

AND



March 1, 2024 – February 28, 2027

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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 settlement 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 Company 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 may 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, provided that at any one time their number may not exceed three (3) Management Personnel.

2:03

It is hereby agreed between the Parties that a Union/Management Consultation Committee (known as the "Shop Committee") will be established in the Shop covered by this Agreement. The Committee shall consist of not more than three (3) persons representing the Union and an equal number representing the signatory Employer. The Committee shall meet from time to time to discuss matters of mutual interest pertaining to the operation of the Shop, to improve efficiency and to help with communications. There shall be no direct or indirect bargaining, which would alter the application or interpretation of the Collective Agreement, except at the direction of the Union and as provided for in this Agreement.

ARTICLE 3 - WORKING FORCES

3:01

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

3:02

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

3:03

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

3:04

The Employer signatory to this Agreement will not subcontract any work performed by employees as covered by the classifications under this Agreement. Any subcontracting out must be mutually agreed between the Employer and the Union.

ARTICLE 4 - UNION SHOP

4:01

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.

4:02

Shop Stewards shall not be discriminated against. The Employer 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. In the event that the Head Steward is absent, the elected or appointed Assistant Steward shall be the Plant Representative.

4:03

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

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

4:04

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, Plant Manager, 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 Shop Steward at any time during working hours after obtaining permission from the Employer or their Representative; such permission is not to be unreasonably withheld.

4:05

Any employee who fails to maintain their 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 Company of the said employee's refusal to maintain their membership.

ARTICLE 5 - DUES CHECK-OFF

5:01

The Company 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.

5:02

Deductions will be made from the first earned pay period in each month and remitted to the Financial Secretary of the Union by the end of the applicable month. The remittance shall include a list of the employees, showing their respective deductions, new employees, terminations and those on compensation.

5:03

New employees, after having worked two (2) 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.

5:04

The Company 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.

ARTICLE 6 - HOURS OF WORK

6:01

The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight (8)-hour days, from 7:30 a.m. to 4:00 p.m. The workdays shall be Monday to Friday, with one-half (½) hour unpaid for lunch. The Parties may, by mutual agreement, alter the hours of work.

In the event that maintenance workers shall be required to work Tuesday to Saturday inclusive, they will work seven (7) hours on a Saturday with eight (8) hours' pay. If the Union determines in a secret ballot vote that 2/3 of the employees wish to start work at 7:00 a.m. and stop at 3:30 p.m. (with the above-noted breaks) during the period of Daylight-Saving Time (or for part of this period if mutually agreed) then the Employer will grant this change in the hours of work.

6:02

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 (7½) hours' work as mutually agreed.

6:03

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 (7) hours; third shift, six and one-half (6½) hours. The third shift will at all times be paid eight (8) hours at standard rates for six and one-half (6½) hours' work.

6:04

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

6:05

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 (2)-week basis, by mutual agreement of Union and Management.

6:06

When shifts are being introduced, seniority shall apply.

ARTICLE 7 - OVERTIME HOURS

7:01

All overtime worked after the regular shift will be paid for at the rate of time and one-half (1½x) for the first two (2) hours and double time thereafter. There shall be no more than four (4) hours worked in any work week from Monday to Friday at time and one-half (1½x). All overtime in excess of the said four (4) hours will be at double time. Worked performed on Saturday by other than Maintenance Staff shall be paid at the rate of time and one-half (1½x) for the first four (4) hours and double time thereafter. All work performed on Sundays and all statutory holidays or days observed as such shall be paid for at double time rate. All overtime work will be voluntary and no employee will be discriminated against for refusal to work overtime.

7:02

For purposes of computing the overtime rate for afternoon and night shifts, the regular hours for each shift divided into the regular day shift's hour's pay will determine the hourly rate.

7:03

Over two hour and up to four (4) hours overtime worked shall be paid the employees in the form of one-half (½) hour at straight time to cover cost of meals. Time for such meals is to be on their own time.

7:04

Over four (4) hours and upwards of overtime worked; a free hot meal shall be provided by the Company 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 8 - CALL-TIME HOURS

8:01

Any member being called out to a job 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 the work is suspended because of weather or other reasons completely beyond the control of the Company.

8:02

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 9 - PAYMENT OF WAGES

9:01

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

9:02

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 their wages and statements as necessary at time of termination or arrangements made to mail the wages and statements not later than the following workday.

9:03

Vacation pay will be paid on each cheque or twice annually at the discretion of the employee. For those employees that wish to have their holiday pay paid twice a year the first two (2) weeks will be paid on the payday prior to the summer shutdown. The second payment of the vacation balance will be paid on the payday prior to the Christmas shutdown. (The exception to this method of payment will be for those employees who choose to take their Vacation time prior to or after the summer shutdown, or Christmas shutdown. In that event the employee shall

receive their vacation pay on the payday prior to this vacation period.) It is understood that all holiday pay will be paid out during the calendar year.

ARTICLE 10 - TRAINING PROGRAM

10:01

The Employer will ensure adequate supervision and a rotation system whereby the trainee receives the best possible training throughout the training program. The Employer with the Shop Stewards shall discuss and implement training programs in those areas that are necessary during the term of this Agreement.

10:02

Further extension of a three (3) month duration will be allowed if deemed necessary between the Parties.

ARTICLE 11 - LEAVE OF ABSENCE

11:01

Regular employees who have two (2) months or more seniority with the Company will be allowed, in the event of a death of an immediate relative, a leave of absence to attend the funeral or make funeral arrangements. The pay of the employee is to be regular straight time rate of pay for up to three (3) consecutive days of absence 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, legally accepted common-law spouse, and the parents of that common-law spouse.

11:02

Any regular, full-time employee who is required to perform jury duty on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for jury duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. Employees shall return to work within a reasonable period of time. They 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 eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury service and jury duty pay received.

11:03

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

11:04

Union Business: Upon written request by the Union, not more than three (3) elected officers and delegates will be granted not more than one (1) week's leave of absence without pay, for the purpose of such union business.

11:05

Members elected to full-time Union Positions: Upon written request by the Union, the Company agrees that an employee will be given a leave of absence without loss of seniority, for such length of time as might be required.

11:06

Employees shall be entitled to up to sixty (60) days' leave for reasonable cause such as educational purposes, extended vacations, or as mutually agreed by the Company and the Union conditional upon the following terms:

1. That the employee shall have a minimum of three (3) years' seniority or less if mutually agreed to by the Company and the Union.
2. An employee will be granted a leave of absence a maximum of once every two (2) years.
3. That the employee applies at least one (1) month in advance in writing, earliest dated to receive priority, unless circumstances arise beyond the control of the employee.
4. That the employee shall disclose the grounds for the application.
5. A leave of absence shall be granted one employee for every ten (10) or portion thereof in a department not to exceed one for every ten (10) or portion thereof in the same classification.
6. An employee not returning at the expiration of their leave shall be considered to have quit voluntarily unless they furnish within three (3) days of the expiration of their leave, a reasonable excuse for not having returned.

ARTICLE 12 - SENIORITY

12:01

The Company recognizes the principle of seniority after two (2) calendar months of employment; it being understood that seniority will be determined by the longest service with the Company from their first day of work.

12:02

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

12:03

Layoff: For the prevention of grievances arising over layoffs where seniority is concerned, the Employer shall notify the Local 1928 Union President prior to the layoff, the names of those to be laid off. When the Employer requests that an

employee take voluntary time off, the Shop Steward shall be present at all times. If the employee declines to do so, then the Employer may layoff the employee, providing proper layoff notice is given. The layoff will be conducted in reverse seniority (last one hired, first one laid off), providing the retained employee has the necessary skills and qualifications to perform the work required.

When members have established themselves with two (2) months' employment with the Company, in the event of a layoff, they shall be given one (1) days' notice. Should the required one (1) days' notice not be given, then the employees concerned shall be given one (1) day's pay at their regular hourly rate in lieu of the said notice.

No notice of layoff is required due to machine breakdown or material shortage, with the exception as provided in Article 8. Notwithstanding the above, as much notice as is possible shall be given.

12:04

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 of the employees and it shall be the employees' responsibility to notify their Employer in writing of any change of address, together with a telephone number at which they 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 an Employer is unable to contact an employee regarding a call-back, the Employer will notify the Local Union of their attempts of such contacts. The Union will attempt to notify the employee and contact the Employer within a twenty-four (24) hour period (weekends 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 having no reasonable excuse for the failure, they shall forfeit all of their seniority rights.

12:05

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

- (A) Employees with seniority shall retain and accrue their seniority for a period of one (1) year.

- (B) 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.

12:06

Job postings: All job vacancies, including promotions to a higher trade classification and transfers and new positions shall be posted within seven (7) working days from such date the vacancy occurred or such date the new position will be required or production start is expected. If an employee is performing work in a higher classification the posting will be automatically be posted within the prescribed seven (7)-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 (5) 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 (10) working days of the original posting date and preference will be given to the most senior employee who applies. In the event of an upheld grievance due to an improper posting, all time acquired by the junior employee in the grieved posting will not be considered.

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 Foreman and Leadhand will be posted in the usual manner, taking into account the seniority and ability to perform the work required. Upon awarding of the postings, the successful applicant will be on a probationary period for two (2) 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 their previous position. The Company recognizes that senior employees are entitled to preference regarding job opportunity. However, it is understood that foremen and Leadhand positions require certain skills not necessarily related to their trade, including but not limited to: leadership, organization, record keeping, scheduling and people skills. For these reasons, the Company reserves the right to select the successful applicant and the Union reserves its right to grieve.

ARTICLE 13 – PAID EDUCATION LEAVE

13.01

The Company agrees to pay into a special fund an amount of one (\$0.01) cent per employee per hours worked to provide for a Unifor Paid Education Leave (PEL) program. Such payment shall be remitted on a quarterly basis into a trust fund established by the Unifor National Union. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, Ontario

M2H 0A8

The Company shall consider requests for Education Leave for the members of a Bargaining Unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on the PEL leave of absence shall continue to accrue seniority and service.

ARTICLE 14 - VACATIONS WITH PAY

14:01

An employee shall receive an annual vacation with pay in accordance with their years of service with the Company as follows:

Up to 3 years of service	4½% of gross earnings	2 weeks
3 years or more of service	6½% of gross earnings	3 weeks
7 years or more of service	8½% of gross earnings	4 weeks
16 years or more of service	10½% of gross earnings	5 weeks

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. A vacation list will be provided and posted on the notice board so that employees may choose their time of vacation. Vacation pay will be paid to employees when they take their vacations if they are outside the normal summer or winter shutdown. For those employees taking vacations outside the shutdowns, they may request and receive their Record of Employment slips to be eligible to apply for E.I. Vacations provided for in Clause 14:01 may be taken consecutively or by mutual agreement of employee and Employer; seniority in each department to be the deciding factor. All holidays to which employees are entitled must be taken.

14:03

In case of an employee being laid off, discharged, or quitting, the vacation pay will be paid in conjunction with the years of service and the percentage formula of their gross earnings. (Refer to 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 (1) continuous year of employment:

Absence on WorkSafeBC up to a period of one (1) year, provided the employee returns to their employment;

Absence due to illness up to a period of one (1) year, provided that the employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner;

An employee on duly approved leave of absence will, when they return, be credited with the time worked prior to the said leave of absence;

An employee laid off will, when they return within twelve (12) months of layoff, be credited with the time worked prior to layoff.

ARTICLE 15 - STATUTORY HOLIDAYS

15:01

All employees covered by this Agreement, who have been employed with the Company for sixteen (16) calendar days or more, shall receive thirteen (13) paid statutory holidays per year, and any other public holiday declared by the Provincial or Federal Governments. Such employees shall receive a day's pay at their regular rate of pay on the payday following the statutory holiday. Employees who have been laid off or terminated prior to a statutory holiday, shall be entitled to holiday pay for that holiday, provided that they have worked a least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday.

15:02

The thirteen (13) statutory holidays shall be:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 st Monday in August	

15:03

When a statutory holiday falls on a Saturday or a Sunday, the Employer may designate the day or days to be observed immediately prior to or following the weekend on which the statutory holiday occurs.

15:04

Whatever day of the work week, Monday to Friday, November 11 (Remembrance Day) falls will be observed on that day. It will not be substituted or voted on to be moved or taken another time.

ARTICLE 16 - HEALTH AND WELFARE

16:01

The Employer shall pay to the Millworkers' Health and Welfare Trust Fund contributions of two dollars and twenty-three cents (\$2.23) per hour for each hour worked beginning on June 1, 2024. The benefits rate shall rise by ten cents (\$0.10) per year for the duration of the contract. For example, June 1, 2025, the rate will

be two dollars and thirty-three cents (\$2.33); June 1, 2026, the rate will be two dollars and forty-three cents (\$2.43) etc.

Such contributions are due and payable for each employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose.

16:02

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

ARTICLE 17 - TECHNOLOGICAL CHANGE

17:01

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

17:02

An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of the set-back for a period of three (3) months and, for a further period of three (3) months, they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the set-back and the rate of their new regular job. At the end of this six (6)-month period, the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Article 17:03 below, providing they exercises this option within the above referred to six (6)-month period.

17:03

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 Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay.

ARTICLE 18 - GENERAL CONDITIONS

18:01

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

18:02

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

18:03

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

18:04

Necessary pick-up and wash-up time will be allowed prior to quitting time.

18:05

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

18:06

The Employer must assure the safety of the employee's tools against fire and burglary while in their employ. If so requested, the employee shall submit to the Superintendent or Company Representative, an inventory of tools and working apparel on the job if the value of such items exceeds twenty-five dollars (\$25.00).

18:07

No employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interests of the Union or the Company. At no time will they transport goods manufactured by the Company with their own vehicle.

18:08

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

18:09

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

18:10

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

18:11

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

18:12

The buzzer or horn attached to the time clock will only sound once to indicate the start of a shift or return to work. There will be no "warning" buzzer or horn.

18:13

The Company shall supply two (2) pairs of coveralls or aprons to each employee who sprays or stains in the paint department. The cleaning of such apparel will be bi-monthly, which shall be the responsibility of the Employer.

ARTICLE 19 - SAFETY AND HEALTH

19:01

Both Parties agree that the accident prevention regulations of WorkSafeBC 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 WorkSafeBC Regulations, nor will it be grounds for discharge. At the same time, refusal on the part of an employee to abide by WorkSafeBC Regulations or other safety rules after having been warned, will be grounds for dismissal.

19:02

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

19:03

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.

19:04

When the Employer requires an employee to take a First Aid Course, or Survival First-Aid Course, or a current First Aid Attendant or backup Attendant must renew their ticket, the Employer will advance the cost of course registration at the time of registration, applicable doctor's fee for a medical certificate of health when required by the WorkSafeBC and regular pay for time lost when writing the exam.

19:05

The Employer will employ Bargaining Unit First-Aid Attendants in accordance with the Workers' Compensation Board Regulations, plus one (1) back-up First Aid Attendant. The backup will be used during absence of the regular First Aid Attendant and will only receive the pay premium for the hours they are required to perform First Aid services. The Employer agrees to pay course costs and any time lost to take the course and write the exam for both First-Aid Attendants.

19:06

When an employee is sent from the plant for medical assistance (e.g. - hospital, doctor), transportation from the plant to the medical facility and return to plant will be provided by the Employer; or the Employer will reimburse the employee for the cost of such transportation on presentation of a receipt. In the event the employee

goes home from the medical facility, they will be reimbursed the equivalent amount of the cost of the transportation to the Plant.

ARTICLE 20 - UNION LABEL

20:01

It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the Unifor Local 1928. If the application is approved and the Union Label is issued by Unifor, to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of Unifor, and shall at all times be 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 and harmful to the members of Unifor, then the use of said Label shall immediately be withdrawn from the Mill, Shop Factory or manufacturing establishment of the Employer.

ARTICLE 21 - GRIEVANCE PROCEDURE

21:01

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.

21:02

The Employee involved, preferably with the Shop Steward, will first take up the matter with the Foreperson 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 three (3) working days, or longer if mutually agreed, as follows:

21:03

Failing resolution in Article 21:02, the Union Representatives and the Employer's Representatives will discuss and, if possible, settle the matter.

21:04

Failing resolution in Article 21:03 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.

21:05

Failing resolution in Article 21:04 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 one (1) Arbitrator.

21:06

The Party desiring arbitration shall notify the other Party in writing of their intention to put the grievance to arbitration and shall outline the issues still in dispute.

21:07

The Party receiving the notice shall within five (5) working days after notification, confer with the Party desiring arbitration in order to select the Arbitrator. If the Parties cannot select an Arbitrator within three (3) working days, or longer if mutually agreed, then either Party may apply to the Minister of Labour to appoint an Arbitrator.

21:08

The Arbitrator shall sit, hear the Parties, settle the terms of the grievance to be arbitrated, and make the award within ten (10) days from the date the Arbitrator was appointed, or such longer time as the Parties may agree to. The Arbitrator shall deliver the award in writing to each of the Parties, the award shall be final and binding upon the Parties and they shall carry out the terms and conditions of the award forthwith.

21:09

Each Party shall pay its own costs and expenses of arbitration and shall pay one-half (½) the compensation and expense of the Arbitrator and stenographic and other expenses of the Arbitrator.

ARTICLE 22 - CLASSIFICATION AND WAGE RATES

22:01

Classification shall be as follows:

- | | |
|-----------------------|--|
| <u>Production # 1</u> | an employee performing work on a number of complex machinery, to include; <ul style="list-style-type: none">-machine setup of stationary equipment-paint finisher – including mixing-paint sander – complex sanding-pattern and or jig fabrication |
| <u>Production # 2</u> | an employee performing work that requires a limited amount of skill working under supervision, to include; <ul style="list-style-type: none">- the setup of less complex machinery;- machine setup – band saw, table saw, sanders, etc.- stationary equipment operator |
| <u>Production # 3</u> | an employee who has served six (6) months in the helper classification and who works under direct supervision as well as performs repetitive type of production but is restricted in machine setups. Duties to include: <ul style="list-style-type: none">- Stain Applicator |

- Hand Sander, Router, Etc.
- Drill Press
- Paint Shop Sander
- Machine Feeder, Mortiser, Tenoner, Auto-Shaper
- Finish Assembler

Helper a six (6)-month entry level classification utilized for an unskilled new employee who performs work of a manual nature, to include:

- Shop Cleaner, Machine Tailer, Dowel Applicator, Fork Lift Operator

Foreman a Union member appointed by the Company whose rate shall be retained at all times.

Leadhand a Union member appointed by the Company who takes direction from the Foreman.

Leadhands who are not responsible for any employee working under their direction will not receive the Leadhand's rate. Whenever they do have a crew working under their direction, then they shall receive the rate as Leadhand. This shall be done on a week-to-week basis.

22:02

All new employees hired will be classified into the category they were hired for and will enter into an automatic orientation/training program.

A new classified Production 1 worker shall commence their orientation/training program at seventy-five percent (75%) of the Production 1 Rate and at three (3)-month interval will automatically receive a rate based on eighty-five percent (85%). On the third, three-(3)-month interval, they shall receive ninety-five percent (95%) and at the completion of the fourth, three (3)-month interval or twelve (12) months total from their date of hire, they shall receive one hundred percent (100%) of the Production 1 rate of pay.

A new classified Production 2 worker shall be paid at the following increments:

1st three (3) months = 75% (start rate) of the Production 2 rate.

2nd three (3) months = 85% of Production 2 rate.

3rd three (3) months = 95% of the Production 2 rate.

4th three (3) months = 100% (completion of the twelfth month from start).

The above wage rates shall only apply to new employees hired into the Productions 1 & 2 categories after the date of signing of this Agreement. It is understood that if any worker is performing work in a higher classification they shall receive the higher classified rate of pay in accordance with Articles 18:09 and 18:10.

The above orientation training program and wage rates are intended to familiarize employees with the work and method of production. It is the responsibility of the Employer to ensure that training is provided to the new employees. The wage increases are automatic and regardless of the amount of training that has been

provided, all employees shall receive such increases until they attain the full rate for their classification.

22:03

Minimum Wage rates shall be as follows:

Classification	March 1, 2024	March 1, 2025	March 1, 2026
Foreman	\$32.11	Base + CPI	Base + CPI
Production 1	\$31.69	Base + CPI	Base + CPI
Production 2	\$26.69	Base + CPI	Base + CPI
Production 3	\$22.79	Base + CPI	Base + CPI
Helper	\$17.90	Base + CPI	Base + CPI

The C.O.L.A. increases shall be based on the "Vancouver Consumer Price Index" reported for January, which is released approximately February 15th of each year.

22:04

First Aid Ticket Holders will be paid additional monies as follows:

Level 1 Ticket Holder Thirty cents (\$0.30) per hour

The Company will post for a backup First Aid Attend Attendant. The successful applicant will be paid the premium when they replace the full-time attendant. The Employer shall be responsible for all registration fees and any time lost to write the exam.

ARTICLE 23 - DURATION OF AGREEMENT

23:01

The Parties hereto agree that this Agreement shall be effective from March 1, **2024** - February 28, **2027** and from year to year unless either Party at any time within four (4) months immediately preceding the anniversary date of this Agreement or thereafter gives notice to commence collective bargaining. Any terms of the new Agreement shall be retroactive to the expiry date of the previous Agreement. If no agreement has been 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.

ARTICLE 24 - SAVINGS CLAUSE

24:01

Should any part hereof or any provision contained herein 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 remaining portions shall continue in full force and effect.

24:02

In the event that any clause 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 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.

SIGNING PAGE

6TH Nov. 2024

Signed this 4th day of October, 2024.

Signed on behalf of the Employer:
West Bros Frame & Chair



Robert George
Owner West Bros Frame & Chair

Signed on behalf of the Union:
Unifor Local 1928



William Young
President Local 1928

Rick Logan
Financial Secretary Local 1928

MC:cs-cope343