

# COLLECTIVE AGREEMENT

BETWEEN:

**CERTAINTEED CANADA, INC.**

for its Calgary Wallboard Plant (hereinafter known as the "Company")  
OF THE FIRST PART

- and the -

**CEMENT, LIME, GYPSUM AND ALLIED WORKERS**  
a division of the  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL LODGE D 345

(hereinafter known as the "Union")  
OF THE SECOND PART.

November 1, **2019**  
To  
October 31, **2022**



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**THIS AGREEMENT is made this 5th day of March between:**

**CERTAINTEED CANADA, INC.  
for its Calgary Wallboard Plant**

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

**- and the -**

**CEMENT, LIME, GYPSUM AND ALLIED WORKERS  
a division of the  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS,  
LOCAL LODGE D 345**

**(hereinafter known as the "Union")  
OF THE SECOND PART.**

**PREAMBLE**

The intention of this Agreement is to set forth certain desirable standards governing wages, hours, working conditions and to further the safety and welfare of the employees and other conditions of employment and to prevent strikes and lockouts.

Both parties recognize and agree to abide by this Agreement during its term. It being the purpose to settle all differences without disturbances to industrial peace. It is further understood by both parties that their object is the protection of the best interest of the Company and its employees realizing they are united in a common enterprise requiring loyalty and unity of purpose.

Wherever the masculine is found in the Agreement, it shall also be deemed to include the feminine.

**RE- Company Name Change:**

**The International Brotherhood of Boilermakers- District 11, Local D345 Calgary Alberta ("Union") and CertainTeed Canada, Inc., ("Company") acknowledges the official name change that was effective January 1, 2019. The Company's name changed from "CertainTeed Gypsum Canada, Inc." to "CertainTeed Canada, Inc."**

## ARTICLE 1 – RECOGNITION

- 1.01 The Company recognizes the Union as the sole bargaining agent for a unit of employees of CertainTeed Canada, Inc., Calgary, Alberta, comprising "All hourly employees, except office staff, supervisory staff, salaried technical staff and watchmen".
- 1.01(a) Management reserves unto itself all of the traditional rights of management which have not been expressly granted away in this Agreement or by current Letter of Agreement/Letter of Understanding.
- 1.02
- (a) No employee outside the bargaining unit shall perform work that is performed by employees within the bargaining unit except as outlined in the following; It is understood that they may instruct, inspect, and experiment. (Experiment: an operation carried out under controlled conditions in order to test or establish a hypothesis.) In the case of emergency they may take the action necessary to avoid injury, loss of life, property, materials, or machinery. Action under this section shall be construed as immediate action and not a work function by a non-bargaining unit employee. For any violation the company will pay a penalty of four (4) hours at the applicable rate. Emergency shall be defined as anything requiring immediate attention which has potential to result in injury or imminent damage to equipment or a release or discharge to the environment.
- (b) The Company may contract out maintenance work of a construction nature, or maintenance or occasional maintenance work which requires equipment, facilities or persons not available in the plant. It is understood that such contracting out will not result in a lay off of any union members in the maintenance department or any other union members capable of performing the maintenance work contracted out. Where the Government of Alberta requires a valid certificate or license to perform a task or job, the Company will ensure that persons performing these tasks have the necessary certificate or license in all of the trades that they are performing at the plant and will provide proof thereof to the Union if requested.
- (c) The Company shall provide at least seven (7) days notice of the Company's intention to contract out work as per Article 1.02(b) if reasonably possible. Notice will be given in writing **to the President**.
- (d) The Company agrees to have meaningful dialogue with the Union to discuss potential cost savings to the Company while at the same time increasing work opportunities for bargaining unit members, to perform work where contractors have been historically used.
- (e) If work is performed by any outside contractor in violation of Article 1.02(b) the Company shall pay for the hours contracted out at the applicable rate to the affected employee(s) who is qualified to perform the type of work involved and files a grievance which is found to be valid. In the event the Company does not

provide the notice in violation of Article 1.02(c) or in the event the Company refuses to have meaningful dialogue in violation of Article 1.02(d), the Company will be subject to a cash levy payable to the Union of four (4) hours at the skilled trades rate.

## **ARTICLE 2 - MEMBERSHIP AND UNION DUES**

### 2.01

- (a) During the lifetime of this Agreement, the Company shall deduct from the pay of all employees covered by this Agreement on the first pay day of each calendar month initiation fees, dues, fines and assessments and to transmit the monies so deducted to the secretary treasurer of local D345 within seven calendar days of such deduction.
- (b) All employees who are union members in good standing as of the effective date of this Agreement, shall continue their membership as a condition of employment. All persons hired as new employees after the effective date of this Agreement shall become Union members after completion of the probationary period and shall maintain their membership in the Union as a condition of employment during the term of this Agreement.
- (c) New employees shall pay union dues after thirty (30) days and shall receive only the extended health care benefits as described in Article 9.00 (a) to (l) on the first day of the month following one month of continuous service. New employees shall be entitled to all other benefits described in Article 9.00 on the first day of the month after completion of probation.
- (d) The Company will allocate one and one half (1.5) hours for the proper orientation of newly hired employees by the union. Orientation will be done by the Union President or designate. Orientation will be done on the employee's regular shift. The newly hired employee will be paid for the time spent in orientation.

2.02 Before deducting the monies from the employee's pay, the Company shall be authorized to do so in the form of a check-off slip signed by the employee authorizing the deduction to be made.

2.03 All employees shall, as a condition of employment, sign such a check-off slip at the time of hiring. The Company will forward the check-off slip within five (5) days of signing to the Union. Cancellation of the check-off slip shall constitute resignation from his employment with the Company and any subsequent employment with the Company shall carry seniority as of date of rehiring.

2.04 It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made against the Company by an employee or employees for amounts deducted from wages as herein provided.

### ARTICLE 3 - UNION COMMITTEES AND ACTIVITIES

- 3.01 There shall be no discrimination or intimidation by foremen, superintendents, or other agents of the Company against any employee because of the employee's membership in the Union, or by virtue of his holding office in the Union.
- 3.02 The Union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the Union will discriminate against, or intimidate employees nor will it solicit members or union dues during working hours.
- 3.03 Leave of Absence without pay will be granted for not more than forty (40) days in total for the entire bargaining unit per year or such other reasonable number of days as may be required subject to Company approval when written request is made fourteen (14) days in advance whenever possible which will not be unreasonably withheld and not more than four (4) employees at one time, to attend conventions or other union activities without impairment of seniority and other employment rights or benefits. Any employee accepting a full time appointed or elected position in the Union shall be granted a leave of absence without pay for the duration of such elected or appointed positions without loss of seniority rights, benefits or privileges.
- 3.04 If union members require to do Union business on Company time, the Union members involved must obtain permission from their supervisors before engaging in the stated Union business. The supervisors shall not unreasonably withhold consent.
- 3.05 The Company will grant one (1) regularly scheduled working day each month for the Union President or delegate to perform Union business. The scheduled date for Union work will be on a day shift between Monday and Friday and will require seven (7) calendar days' notice for scheduling purposes.**

**The Company will provide the Union with a furnished office space in the Plant complete with internet access for day use only. The Company will not provide storage for Union documentation and the office space may not be located in the same location each month pending Company needs.**

- 3.06 The Union and the Company agree to allow the members of the Union bargaining committee **three (3) days off with pay for the purpose of preparing bargaining proposals, in the standard format**, and three (3) days off with pay for the purpose of reviewing the collective agreement.

## ARTICLE 4 – HOURS OF WORK/OVERTIME

### 4.01

(a)(i)(1) The normal working days shall be one of eight (8) consecutive hours and the normal working week shall be one of five (5) consecutive days. There shall be a break of at least twenty-four (24) hours between consecutive normal weeks and there shall be not more than twenty (20) normal working days in any consecutive four (4) week period.

(2) The present normal starting time for Production **3 shift schedule**, shall be as follows:

Day	6:30 a.m. to	2:30 p.m.
Afternoon	2:30 p.m. to	10:30 p.m.
Night	10:30 p.m. to	6:30 a.m.

**Night Shift hours start the day prior (i.e. Tuesday nights start at 10:30 p.m. Monday)**

**In the event a 2 shift schedule is required the Company and Union will engage in negotiations to determine hours of operation**

**(3) While on a 5 day 3 shift rotation employees holding the position of Front End Loader, Mill Operator, Millwright, and Electrician and scheduled for night shift will work a 12 hour shift on their Monday shift commencing at 18:30 on Sunday night and all other Production employees scheduled for night shift will work a 9 hour shift commencing at 21:30. It is understood that these start times are a deviation from the normal start times listed above and as such shall attract overtime rates as per Article 4.02.**

(ii) Standard working day for all employees (except as per Article 4.01(a)(i)) shall be eight (8) consecutive hours, and the standard working week shall be comprised of five (5) consecutive days; (shifts commencing at 6:00, 6:30, or 7:00 am and ending at 2:00, 2:30, or 3:00 pm) Monday to Friday with two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid lunch break. The herein hours may be varied by mutual consent of the Company and the Union. The Union will not unreasonably withhold consent to new hours of work for day shift workers when business requirements necessitate doing so. Should the Union withhold consent, the Company must establish that the Company does have business requirements that necessitates the change to new hours of work for day shift workers through the arbitration process. It is understood that the departments or work areas listed below presently **are operating on hours as follows:**

Warehouse:  
6:00 am – 2:00 pm  
2:00 pm – 10:00 pm

Maintenance Storekeeper:  
7:00 am – 3:00 pm

Rail:  
6:00 am – 2:00 pm

Janitor/Groundskeeper:  
6:00 am – 2:00 pm



2:00 pm – 10:00 pm

Dunnage:  
6:30 am – 2:30 pm

Warehouse Receiver:  
7:00 am – 3:00 pm

Maintenance:  
6:30 am – 2:30 pm  
2:30 pm – 10:30 pm

Bagging  
6:30 am – 2:30 pm

(iii) The Company will give forty-eight (48) hours notice of change of shifts, schedule or work week where only an individual employee is involved and seventy-two (72) hours notice of change where a group of employees is involved. In default of such notice, time and one-half (1 – ½) will be paid to the employee or employees that should have been notified for the first shift following such change. Any employee who is given less than twelve (12) hours notice for a change of shifts, schedule or work week will be paid at two (2) times their regular rate for the first shift following such change.

#### 4.02 OVERTIME RATES

- (a)(i) Any time worked in excess of the normal working day and/or the normal working week shall be considered as overtime and paid for as provided in the following sections of this article.
- (ii) It is agreed that the first two (2) hours of daily overtime be paid at time and one half (1-1/2) the employee's regular hourly rate and that any time in excess of two (2) hours of daily overtime be paid at double (2) the employee's regular hourly rate.
- (iii) All employees shall be paid at time and one-half (1 – 1/2) their regular hourly rate for the first four (4) hours worked on a Saturday, and double (2) time thereafter, excepting shift workers who are employed on a four (4) shift, seven (7) day per week operations, who shall be paid straight time.
- (iv) All employees shall be paid double (2) their regular hourly rate for work performed on a Sunday.
- (v)(1) An employee who has been called out to work after he has completed his scheduled shift shall be paid at a rate of double time (2X) for a minimum of four (4) hours for such call out. When an employee is called out under this provision and additional duties are required, he shall be paid for actual hours worked or a minimum of one (1) hour at the applicable overtime rate for the additional assignments. Previous verbal agreements are null and void.

(2) A non Maintenance employee who is called in to work all or a portion of a shift which such employee is not regularly scheduled to work, with less than 12 hours notice, shall be paid at a rate of double time (2X) for the shift or portion of the shift worked outside the employee's regular schedule will be provided with a minimum of four (4) hours of work. This article shall not apply to shift continuation.

(3) An employee who is called out such that less than eight (8) hours remain prior to the start of the start of their next scheduled (weekdays and weekends) shift, the employee will not be required to report until an eight (8) hour period has passed and will be paid their wages lost as a result of the rest period, provided the employee returns to work to complete the remainder of their shift. **Maintenance and Janitor/Groundskeeper employees who are called in three (3) hours prior to the start of their shift will only be required to fill the length of their scheduled shift from when they arrived but will still be paid the call-in and the hours worked for the entire shift.**

(b) OVERTIME ALLOCATION

(i) (1) The Company shall post an overtime sign-up sheet for required overtime seven (7) days prior to the overtime shift(s) on a three (3) shift rotation and ten (10) days prior to the overtime shift(s) on a four (4) shift rotation. Employees are expected to work overtime but may refuse for legitimate reasons without penalty except that employees working on the regular continuous operating jobs must remain on their job until relieved or a substitute is provided. If the posted employees are unable to work overtime, the overtime would be given to the employees in the respective departments.

(2) **In the event of an overtime assignment error, the affected employee shall have their overtime bank credited with the hours they would have worked at the rate of 1.5 times. In the case of the bank being full, the Company shall allow the overage to be credited to the employee's bank. Following the ratification of this agreement, there will be a 3-month grace period (March 5, 2020 to June 5, 2020) for implementation of the Overtime by Seniority during which the above language does not apply. During this grace period, overtime assignment errors shall be corrected with make-up work.**

(ii) **In the event there is an overtime opportunity, it will be awarded based on the following criteria**

**1<sup>st</sup> - Posted position and seniority**

**2<sup>nd</sup> - Department and seniority**

**3<sup>rd</sup> - all other trained employees and seniority.**

(iii) The Company (in event of an extra overtime shift) when on an eight hour shift schedule will try to limit the overtime hours to eight by the use of the fourth shift individuals that are posted to that position provided they are trained. Should the fourth shift individuals not be available, then the extra overtime of

eight hours shall be offered to the persons that are posted to that position (i.e. splitting the eight hours). Should one of the two individuals refuse to work the extra four hours, then that overtime (4 hours) will be **awarded as per article 4.02(b)(ii)**, as long as the person is trained on that position. If we are on a twelve hour four shift schedule, the Company will try to limit the overtime hours to twelve hours.

- (iv) On a three (3) shift rotation the production shift schedule will be posted seven (7) calendar days in advance of the shift; on a four (4) shift rotation the production shift schedule will be posted ten (10) calendar days in advance of the shift. **In the event scheduled overtime is needed to cover positions the Company will offer the overtime opportunity to the employee, either in person, via phone call or text message, as per Article 4. Employees must accept or decline the overtime within twenty-four (24) hours. A lack of response will be an automatic denial of the overtime requested.**
- (v) On a three (3) shift rotation the sign-up sheet and schedule will be posted seven (7) calendar days in advance of the shift; on a four (4) shift rotation the sign-up sheet and schedule will be posted ten (10) calendar days in advance of the shift.

#### 4.03 Training

- (a) The parties agree that training and cross training is necessary for a safe and efficient operation. Accordingly, all work done in a classified position will be done by fully trained and/or qualified employees. The Company agrees to furnish and maintain a current list of trained and qualified employees. When the Company identifies areas where cross training is necessary the Company will post for interested persons. From those interested persons, selection will be by seniority where practical to do so. **When the need arises to train a new production employee on any position other than a vacant position, cross-training opportunities shall first be posted for more senior employees.** The Union agrees to work with the Company to find solutions to cross training when the needs arise. Employees will have a two (2) week opt out when training, however, if that employee fails to complete their training for any reason outside the two (2) week window, they will not be eligible to bid on any cross training or posting of same position for one (1) calendar year.
- (b) In the event a position needs to be filled with one of the available people on the shift, when possible the person who is cross training will revert back to their posted position.
- (c) Employees who are, at the request of the Company, training other employees so such employee can become qualified to work in a classification for which the employee is being trained, shall be paid an allowance of **one dollar and twenty-five cents (\$1.25)** while conducting such training. This allowance shall not be used in the calculation of overtime.

#### 4.04 GENERAL

- (a) An employee who has not been notified not to report for work and reports as usual shall be paid at his regular hourly rate for four (4) hours work in lieu of notice.
- (b) An employee who reports for work and works at least four (4) hours shall be provided with either a full regular shift or a full shift pay.
- (c) The Company agrees to give one hundred and sixty eight (168) hours' (seven (7) days) notice of lay-off or twenty- four (24) hours pay in lieu thereof.
- (d) A Statutory Holiday shall be considered as eight (8) hours worked (or twelve (12) hours for those working twelve hour schedules) for the purpose of computing weekly overtime.
- (e) (1) A meal allowance will be paid for unscheduled overtime at the rate of **five dollars (\$5.00)** per each full hour. Unscheduled overtime for the purpose of meal allowance shall be defined as follows:
  - (i) Maintenance/Shipping  
Overtime requested or scheduled after the conclusion of their shift on the previous day.
  - (ii) Production  
Overtime beyond an employee's regularly scheduled shift that the employee has been requested to work during the shift and overtime when an employee is called in to work for all or a portion of a shift with less than two (2) hours notice in which case the meal allowance shall be a maximum of **Twenty dollars (\$20.00)**.
- (2) Employees who have been called in to work one (1) hour or more prior to the commencement of such employee's regularly scheduled shift who continue working until the commencement of the employee's shift and remains at work to work his regularly scheduled shift, shall be provided with a hot meal to a value of **twenty dollars (\$20.00)** and a reasonable period of time to eat the meal at or near the commencement of the shift or a meal allowance of **twenty dollars (\$20.00)**, whichever he chooses.
- (f) The paid break period for eight (8) hour continuous shifts shall be forty (40) minutes (two (2) twenty (20) minute breaks) and the paid break for twelve (12) hour continuous shifts shall be sixty (60) minutes (two (2) thirty (30) minute breaks).

#### 4.04.1 12 HOUR SHIFT AGREEMENT

##### TWELVE HOUR SHIFT AGREEMENT

###### Preamble:

This document provides the framework for all 12 hour shift operations within the CertainTeed Canada, Inc. Calgary Board Plant. It is recognized that business conditions vary significantly throughout the year and the need for a quick response to the changing market place is essential. If for any reason this agreement becomes unworkable to either party, termination may occur upon fourteen days written notice and must occur at the end of the shift cycle.

#### 1. SHIFT SCHEDULE AND HOURS OF WORK

- (a) The 12 Hour shift schedule shall be as follows:

SHIFT	<u>MTWTFSS</u>	<u>MTWTFSS</u>
A	XDDXXNN	NXXDDXX
B	XNNXXDD	DXXNNXX
C	DXXNNXX	XDDXXNN
D	NXXDDXX	XNNXXDD

	<u>MTWTFSS</u>	<u>MTWTFSS</u>
A	XNNXXDD	DXXNNXX
B	XDDXXNN	NXXDDXX
C	NXXDDXX	XNNXXDD
D	DXXNNXX	XDDXXNN

D – Days  
N – Nights  
X – Off

#### HOURS OF WORK

- (b) The normal working day for 12 hour shift employees will consist of 12 consecutive hours:

Night Shift hours start at 6:30 p.m. the day prior (i.e. Tuesday nights start at 6:30 p.m. Monday day shift – 6:30 a.m. to 6:30 p.m., Night shift – 6:30 p.m. to 6:30 a.m.).

## 2. DOWNSHIFTING & UPSHIFTING

- (a) The Company will give seven (7) calendar days notice of upshift or downshift to or from the four (4) shift operation. Completion of the shift must occur at the end of the second or fourth week of the cycle. Resumption will occur at the cycle where the cycle was left at completion. In the event the Company does not give 7 days notice of upshifting or downshifting, in default of such notice, time and one-half (one and one-half) to employee(s) for the first shift following the upshift or downshift.
- (b) Resumption of the 12 hour shift will occur in the cycle at the week in the cycle when the downshifting occurred.
- (c)
  - (i) Should the downshifting from four shift operations last less than sixty (60) days, the crew(s) that were displaced will be returned to the crew(s) previously posted position and shift when four shift operations resume.
  - (ii) Should the downshifting from four shift operations last more than sixty (60) days when the Company upshifts to four shift operations, the Company shall post for the fourth shift positions.
  - (iii) Employees on the fourth shift crew who are displaced and not laid off when downshifting occurs, shall be paid at the rate the employee was paid on the fourth shift crew until such employee posts into another position.
  - (iv) Should a vacancy occur on the fourth shift, the vacancy shall be filled according to the appropriate articles in the collective agreement.
- (d) **The parties agree to maintain the current practice for overtime for 7<sup>th</sup> consecutive day worked following a downshift - four (4) hours at time and a half (1.5x) and four (4) hours at double time (2.0x)**

3. OVERTIME RATE AND PREMIUMS

- (a) Any twelve hour shift employees called in to work twelve (12) hours on their scheduled day off will be paid one and one half (1-1/2) their hourly rate for the first four hours and double (2) their hourly rate for the last eight hours. The second consecutive day worked on their scheduled days off will be paid at double the employee's regular rate for twelve (12) hours.
- (b) Employees working twelve hour shifts shall be paid double their regular hourly rate for all hours worked in excess of twelve hours in one day.
- (c) A warehouse employee asked to work an unscheduled twelve hour shift on Production shall receive time and one half (1-1/2) for the first twelve hour shift on Production and then straight time for the balance of his stay on the line. There will be no payment for shift change on returning to the warehouse. This would not apply when warehouse personnel scheduled in advance to replace a twelve hour shift employee on Production for vacation, etc.

4. OVERTIME ALLOCATION

- (a) Overtime allocation will be as per Article 4.02(b)(i) & (ii) except when a 12 hour employee is not relieved on a continuous operating job, he must remain on the job until a substitute is provided, however, this time must not exceed two (2) hours.

5. GENERAL

- (a) An employee working 12 hour shifts who has not been notified not to report to work and reports as usual shall be paid at his regular hourly rate for six (6) hours in lieu of notice.
- (b) A vacation week for twelve hour shift employees shall consist of seven (7) consecutive days, paid at the regular hourly rate of pay times forty (40) hours or on their basis of percentage of gross earnings as outlined in the above Article, whichever is greater. A vacation week shall start on Monday (Sunday 6:30 p.m.) and end the following Sunday at 6:30 p.m. Consideration will be given to Leaves of Absence to round-out vacations to full days respecting twelve hour shift employees.

#### 4.05 MAINTENANCE ON SHIFT

Maintenance teams (minimum 1 millwright and 1 electrician) will be scheduled to work whenever there is a regularly scheduled production shift. Maintenance schedules will be as follows:

On a 5 day/3 shift operation, hours of work and staffing will be:

**6:30 am - 2:30 pm (4 MW, 1 Elect)**

2:30 pm – 10:30 pm (1 MW, 1 Elect)

10:30 pm - 6:30 am (1 MW, 1 Elect)

**7:00 am – 3:00 pm (1HDM)**

On a 7 day/4 shift operation, hours of work will be:

Team A: Follows A and B Day shift schedule for production (1 MW, 1 Elect)

Team B: Follows A and B Night shift schedule for production (1 MW, 1 Elect)

Team C: Follows C and D Day Shift schedule for production (1 MW, 1 Elect)

Team D: Follows C and D Night Shift schedule for production (1 MW, 1 Elect)

Team Z: 7:00 am – 3:00 pm Mon to Fri (4 MW, 1 HDM)

**\*\*Note\*\*** Utilizing skilled trades on continuous shift is intended to be a short term solution for poor availability and/or technical reliability. During times of sub optimal plant performance, the Company may utilize skilled trades on shift to provide coverage at all times during production. Once plant performance has returned to an optimal level skilled trades may be removed from shift work and placed onto day and afternoon shifts.

Maintenance employees on shift will be eligible for shift differential, as per Article 7.03, and lead hand rate at \$1.25.

### ARTICLE 5 - STATUTORY HOLIDAYS

5.01 Statutory holidays for the purpose of this Agreement shall be:

New Year's Day	Good Friday
Victoria Day	Easter Monday
Civic Holiday	Canada Day
Thanksgiving Day	Labour Day
Christmas Day	Remembrance Day
Boxing Day	Family Day

- (a) In the event that the Provincial or Federal government proclaim an additional public holiday, such a holiday will be added to this article, provided such holiday is not listed above and further provided that such proclaimed holiday is not a substitute or replacement for any present legislated holiday. It is understood that there are currently twelve (12) Statutory holidays observed in a calendar year and should an additional holiday be proclaimed, the maximum number of holidays



will be thirteen (13) and in the event that another holiday is proclaimed, one of the non-statutory holidays listed above will no longer be observed as a statutory holiday. The Company and Union will agree on what statutory holiday listed above will be deleted. In this case, failing agreement the Company shall designate which holiday should be deleted.

- 5.02 Employees covered by this Agreement, subject to the conditions below, will be entitled to eight (8) hours pay for any of the Statutory holidays not worked;
- (a) provided that the employee worked his regular shift or day work hours immediately preceding and succeeding the holiday observed or presents an excuse for absence acceptable to the Company;
  - (b) provided that the employee has completed 30 days as per Labour board guide.
  - (c) Statutory Holiday pay will be paid at the rate the employee was earning the day before the Statutory Holiday.
  - (d) On a twelve (12) hour shift rotation, if a statutory holiday falls on an employee's regularly scheduled day off, the first shift after the statutory holiday is compensated at time and one half (1.5) for the first four (4) hours and double time (2x) for the next eight (8) hours. In the event a statutory holiday falls on a Saturday, date of payment for the statutory holiday will be on the pay period preceding the holiday.
- 5.03 Employees required to work on a Statutory Holiday will be paid for the hours worked on such day at double time (2) and in addition will receive the holiday pay that would be paid to them if they had not worked.
- 5.04 By mutual agreement any of the statutory holidays may be observed on any other day.
- 5.05 If a Statutory holiday occurs during an employee's vacation period he shall receive an additional day off with pay continuous with his vacation except during the period between June 21<sup>st</sup> and September 15<sup>th</sup> in which case the employee shall receive a day off at a time mutually agreed, failing agreement within six (6) months the employee shall be paid for the vacation day. An employee required to work on the day allotted in place of the Statutory Holiday shall be paid at double his regular hourly rate plus the holiday pay.
- 5.05.1 If a Statutory Holiday occurs during a twelve- hour shift employee's vacation period they shall receive an additional day off, that being of twelve (12) working hours, concurrent with their vacation. Pay of twelve (12) times their hourly rate shall be awarded for that day. A twelve- hour shift employee required to work on the day allotted in place of the Statutory Holiday shall be paid at double their regular hourly rate for those twelve (12) hours plus the holiday pay of twelve (12) hours. **All twelve (12) hour shift employees** who are "scheduled" to work on a

Statutory Holiday, but do not work because the plant is shut down to observe the Statutory holiday will receive twelve (12) hours holiday pay. However, if the plant operates on a Statutory Holiday, **all twelve (12) hour shift employees** who are "scheduled" to work and work, will receive twelve (12) hours holiday pay plus twelve (12) hours at double time. **All twelve (12) hour employees** who are "scheduled" to be OFF on a Statutory Holiday will receive twelve (12) hours holiday pay.

## ARTICLE 6 – VACATIONS

6.01 An employee covered by this Agreement will be entitled to an annual vacation with pay calculated on gross earnings for the twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>. This Article must be read in conjunction with the LETTER OF UNDERSTANDING RE: VACATION ENTITLEMENT on page 48 of this Agreement.

- (a) An employee who has completed one (1) or more years service at June 30<sup>th</sup> shall receive two (2) weeks vacation with pay on the basis of four percent (4%) of gross earnings as outlined in Section 6.01 (above) or two (2) weeks pay at his regular rate of pay, whichever is greater.
- (b) An employee who has completed three (3) or more years service at June 30<sup>th</sup> shall receive three (3) weeks vacation with pay, on the basis of six percent (6%) of gross earnings as outlined in Section 6.01 (above), or three (3) weeks pay at his regular rate of pay, whichever is greater.
- (c) An employee who has completed eight (8) or more years of service at June 30<sup>th</sup> shall receive four (4) weeks vacation with pay on the basis of eight percent (8%) of gross earnings as outlined in Section 6.01 (above) or four (4) weeks pay at his regular rate of pay, whichever is greater.
- (d) An employee who has completed seventeen (17) or more years service at June 30<sup>th</sup> shall receive five (5) weeks vacation with pay on the basis of ten percent (10%) of gross earnings as outlined in Section 6.01 (above), or five (5) weeks pay at his regular rate of pay, whichever is greater.
- (e) An employee who has completed twenty-five (25) or more years of service at June 30<sup>th</sup>, shall receive six (6) weeks vacation with pay on the basis of twelve percent (12%) of gross earnings as outlined in Section 6.01 (above), or six (6) weeks pay at his regular rate of pay, which ever is greater.
- (f) An employee who has completed thirty (30) or more years service at June 30<sup>th</sup>, shall receive seven (7) weeks vacation with pay on the basis of fourteen percent (14%) of gross earnings as outlined in Section 6.01 (above), or seven (7) weeks pay at his regular rate of pay, whichever is greater.

(g) The Company shall provide each employee with a statement of the employee's total vacation pay earned during the period July 1<sup>st</sup> to June 30<sup>th</sup> the preceding year during the **first** pay period following June 30<sup>th</sup> each year.

6.01.1 A vacation week for twelve hour shift employees shall consist of seven (7) consecutive days, paid at the regular hourly rate of pay times forty (40) hours or on their basis of percentage of gross earnings as outlined in the above Article, whichever is greater. A vacation week shall start on Monday (Sunday 6:30 p.m.) and end the following Sunday at 6:30 p.m. Consideration will be given to Leaves of Absence to round-out vacations to full days respecting twelve hour shift employees. During non-primetime only, vacation can be booked by days as opposed to weeks.

6.02 An employee who is off work and receiving Workmen's Compensation shall have such time off computed as time worked for the purpose of computing his vacation pay, at four (4), six (6), eight (8), ten (10), twelve (12) or fourteen (14) percent.

6.03

(a) Vacations **will** be granted at times most desired by employees; **however**, the final right to allotment of vacation periods is exclusively reserved to the Company in order to ensure an orderly operation of the Plant. The Company will make every reasonable effort to allow each employee who so desires to have two weeks **during prime-time** (June 21<sup>st</sup> to September 15<sup>th</sup> or any other twelve- week period agreed to by the parties) in the spirit of the Letter of Understanding entered into between the parties and annexed to the herein collective agreement.

**Primetime**

**Application requests for vacations during primetime must be submitted on the standard form and provided to the employee's supervisor by March 30<sup>th</sup>. Preferences will be given by seniority. Employees failing to make an application by March 30<sup>th</sup> will be considered on the first-come, first-served basis. The Company will notify the employee in writing to verify if his/her request for primetime vacation is accepted or denied within fourteen (14) days following March 30<sup>th</sup>.**

**Non-Primetime**

**Non-primetime vacation requests must be submitted on the standard form and provided to the employee's supervisor at least seven (7) days in advance and will be accepted or denied within seven (7) days of application**

(1) Employees can accumulate vacation time to be used for two consecutive years. Any vacation not used by the onset of the third year's entitlement will be deposited into the retirement account.

## **(2) Vacation Consultation**

**The Company shall have consultation with the Union in regard to the allotment of vacations. The forum for this consultation shall be a Union/Management Committee which shall have meetings during the final week of April and consultations as required thereafter. The objective to this consultation shall be to develop a method whereby each employee will have the opportunity to take two (2) weeks' vacation during prime time while the Company minimizes overtime in the attempt to achieve this common objective.**

- (b) The third, fourth, fifth, sixth or seventh week shall be taken at the discretion of management if the first two (2) weeks are taken during the months of June to September inclusive.
  - (c) Employees may take three (3), four (4), five (5), six (6) or seven (7) weeks consecutive vacation as the case may be in the months of October to May inclusive.
  - (d) In the event that no other employee is scheduled for vacation during the one week period after an employee's scheduled vacation, such employee, if entitled to another week's vacation, may apply to the Company at least two weeks prior to the scheduled vacation to take an extra week's vacation at the end of the scheduled two weeks, which extra week vacation must be approved by the Company.
- 6.04 In the event of termination of employment, the employee or employees will be paid the applicable percentage rate relative to their years of service for all vacation benefit accrued up to and including the date of termination.
- 6.05
- (a) The Company agrees to provide a system whereby employees may accumulate overtime hours to be taken at a later date in either time off or in cash value. When an employee earns premium payments for overtime work, the employee may at his/her discretion choose to have the dollar value of those premium payments credited into a vacation bank. Premium payments mean the amount to be credited to the bank shall be the payment for the overtime assignment less the straight time rate for the actual time worked.
  - (b) The employee may accumulate a maximum of one hundred and sixty (160) hours into their bank from January 1<sup>st</sup> to December 31<sup>st</sup>. Any money remaining will be paid on the second pay period in January. Employees, if they so elect in writing, by December 15<sup>th</sup>, may carry over unused bank time, which must be used by March 31<sup>st</sup> of the subsequent year. Use of banked time off will be limited to 120 hours per calendar year with the ability to use banked overtime for time off as follows:

Service	Hours
0-1 Years	0 Hours
1-6 Years	80 Hours
6+ Years	120 Hours

- (c) The Union agrees that subject to the requirements of the Company, the Company at its discretion may limit the number of hours an employee may take off at any one time. The Company will not act unreasonable in its administration of granting time off and so far as possible will administer this system as it administers the granting of vacation. It is understood that banked overtime (BOT) may be used in days or hours.
- (d) An employee may elect to convert their banked hours into money and withdraw it with written notice. Payment will be made on the first pay period following two (2) weeks of the written notice.
- (e) Employees must submit application for using banked overtime in advance which may be granted subject to Company approval depending on Company needs which approval will not be unreasonably withheld.
- (f) **The Company will post Banked Overtime (BOT) accrual sheets bi-weekly, every pay day by noon.**

6.06 Employees will be permitted to bank all vacation entitlement **beyond three (3) weeks** in the retirement account. These vacation weeks may be utilized to provide a bridge to the normal or early retirement. Any employee may elect to withdraw the monies at any time upon completing the necessary documentation. Should an employee not use the vacation allotment, it will be paid out at the higher rate on the date of withdrawal or retirement.

6.07 No employee will be requested to work on vacation except when the call out system has been exhausted. Should the employee refuse, there shall be no penalty.

**ARTICLE 7 – SHIFT DIFFERENTIAL**

7.01.1 The normal working shift shall be day shift, afternoon shift and night shift. Shift premiums shall be paid to shift workers for each hour worked on shifts as follows:

Afternoon Shift .....\$0.85 per hour  
Night Shift .....\$0.85 per hour

The above shift premiums shall not be included for the purpose of calculating overtime.

7.02 A premium of 85 cents per hour will be paid to production employees for all hours worked while on production related jobs. This will supersede the current

shift differential for production personnel. This premium will not be included for the purposes of calculating overtime.

- 7.03 A premium of \$1.20 per hour will be paid to maintenance employees for all hours worked on the night shift. The normal working shift for a night shift will be 6:30 pm to 6:30 am on a twelve (12) hour shift operation and 10:30 pm to 6:30 am on an eight (8) hour three (3) shift operation.

## ARTICLE 8 – ADJUSTMENT OF GRIEVANCES

- 8.00 All references to "days" in Article 8.00 shall mean "calendar days".

8.01 The Company will meet any of its employees and their representatives, for the purpose of discussing grievances with the objective of reaching a satisfactory settlement. In the event of any conference between any employee and the Company that shall occur during working hours, such employee shall be paid his usual wage per hour for the time consumed in any such conference. Shop Stewards/Union Executive will have the ability to write and resolve grievances at the initial stages of the grievance procedure. All responses at each step of the grievance procedure will be in writing. Members maintain the ability to use the Union Representative of their choosing. This applies to all steps of the grievance procedure.

8.01(a) All disciplinary action will be instituted within seven (7) calendar days of the circumstances giving rise to the discipline or awareness of circumstances. The seven (7) calendar day period may be extended by mutual agreement in writing.

8.01(b) Anything that affects a group, department or perhaps entire bargaining **unit** shall be deemed a policy grievance. A complaint by the Company or Union that the action of either party (or a failure or refusal to act) is a violation of this agreement that could affect either party.

### 8.02

Step 1. Submit in writing with a view of resolving the dispute between the aggrieved employee and Union Steward with the front-line supervisor directly in charge within seven (7) days of the circumstances giving rise to the grievance. In cases of employees absent from work, such employees shall have fourteen (14) days from the date of return to work to submit the grievance in writing to the front-line supervisor in charge.

Step 2. If the grievance is not satisfactorily adjusted by the front-line supervisor within seven (7) calendar days, the grievance shall then be referred, by the Union Executive, to the Department Manager.

Step 3. If the grievance is not satisfactorily adjusted by the Department Manager within seven (7) calendar days, the Company shall provide a written response and, the

grievance shall then be referred, by the Union Executive to the Plant Manager, or his designate.

- Step 4. If the grievance is not satisfactorily adjusted by the Plant Manager or the designate within seven (7) days, the Company shall provide a written response and, the grievance shall be referred, by the Union Executive, to a Senior Executive of the company, or the designate, who shall attempt to settle the same with a representative of the International Union.
- Step 5. Should the Senior Executive of the Company and the International Representative of the Union not be able to adjust the grievance within thirty (30) days following Step No. 4, the matter, at the request of either party, be referred to arbitration in writing within fourteen (14) days following Step No. 5 or the parties may agree to voluntary mediation within fourteen (14) days following Step 4. Should the grievance not be resolved at voluntary mediation, either party may refer the grievance to arbitration within fourteen (14) days of completion of mediation. The parties agree to use a mediator selected by the Union and a mediator to be named by the Company with the first matter being referred to mediation being the mediator selected by the Union and second the mediator named by the Company and thereafter alternating between the two mediators. In the event the parties agree to voluntary mediation, such mediation shall occur within thirty (30) days of the parties agreeing to proceed to mediation.

The parties shall, within fifteen (15) days of the referral to arbitration select a mutually satisfactory arbitrator. In the event the Union and the Company are unable to agree upon an arbitrator, he shall be appointed by the Minister of Labour for the Province of Alberta. The parties shall make their best efforts to agree to an arbitration date which shall be no later than forty-five (45) days from the date the matter has been referred to arbitration. The Decision of the arbitrator shall be final and binding on both parties.

Each of the parties to this agreement shall bear the expense of their own witnesses attending, and the fees and expenses of the arbitrator shall be borne equally by the two parties to the dispute.

- 8.03 Either the Company or the Union may lodge a policy grievance in writing to the other within fourteen (14) days of the circumstances giving rise to the grievance. Failing settlement by a committee composed of three (3) members designated by the Company and three (3) members designated by the Union within seven (7) days of receipt of the grievance, the policy grievance may be referred to arbitration within thirty (30) days of the expiration of the said seven (7) days in the same manner as contemplated in Step No. 5 above.
- 8.04 If the grievance is not proceeded with within the time stipulated after the completion of the previous step, it shall be deemed to be abandoned, provided however, that the Company and the Union may extend the time limits by mutual agreement in writing.

8.05 The Company reserves the right to discharge or suspend any employee for just and sufficient cause. In case of a discharge or suspension, the Company shall notify the Union in writing within five (5) days thereof at the same time indicating the reasons therefor. A claim by any employee covered by the terms of this agreement that he has been unjustly and without sufficient cause, discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within ten (10) calendar days after the employee is discharged or suspended. Step No. 1 and Step No. 2 of the Grievance Procedure shall be omitted in such cases. Such grievance shall be settled under the Grievance or Arbitration procedures by:

- (a) Confirming the Management's actions;
- (b) Reinstating the employee without compensation for time lost, or
- (c) By any other arrangement mutually agreed upon by the parties hereto, or as determined by a board of Arbitration.

The provisions of this section shall not apply to probationary employees.

8.06 All disciplinary notations on an employee's record will be retained on their record for a period of twenty-four months from the date of the offence and shall not be relied upon by the Company thereafter. Copies of all disciplinary notations will be provided to the union and the affected employee. Upon written request, arrangements will be made for an employee to examine his/her personnel file during working hours to verify that disciplinary notations older than twenty-four (24) months have been removed. Once per year, by the end of February, all employee files will be audited for stale discipline and such disciplinary records will be destroyed.

8.07 The Company is willing to meet representatives of any of its employees for the purpose of discussing grievances relating to the violation or misinterpretation of the Agreement with the object of reaching a satisfactory settlement. Meetings shall take place within five (5) calendar days from the time requested, by either the Company or the Union.

8.08 A Union representative will be present at meetings where a bargaining unit member is present for purposes of investigation or interviews that could lead to discipline or for any suspension, discharge or other form of discipline. In the event a bargaining unit member is involved in a disciplinary action or an investigation described herein, the employer will provide relevant information to the union and representation opportunities to the affected employee. The initiator of the discipline will be at all steps of the process.



## ARTICLE 9 - HEALTH AND WELFARE

9.01 The company shall pay the full cost of providing the following benefits for all employees who have elected or in the future may elect to be covered by the plans:

- a) Alberta Medicare
- b) Extended Health Care Plan including a \$0.35 prescription drug plan.
- c) Group Life Insurance in the amount of \$92,000.00 effective date of ratification.
- d) Accidental Death and Dismemberment in the amount of \$92,000.00 effective date of ratification.
- e) A Preventative Dental Care Plan.  
Employees covered by this Agreement shall participate in the equivalent dental plan that salaried employees of CertainTeed Canada, Inc., Calgary Wallboard Plant enjoyed, on November 1, 1997.  
The Premium cost of said plan shall be paid one hundred (100) percent by the Company.  
Dentures to a maximum of \$1,250 every 5 years with 100% coverage. Major dental at \$1,500/year. Orthodontic dental services in the amount of \$1000/year.
- f) Short Term Disability
- g) Long Term Disability
- h) The Company will continue to pay existing benefits and Statutory Holidays for an employee on a certified illness, for up to two (2) years from the commencement of such disability period.
- i) The Company will continue to pay existing benefits for statutory leaves.**
- j) Benefit coverage for employees laid off will be maintained for a period of twelve (12) months provided an employee has completed twelve (12) months service with the Company at the time of lay-off and provided he does not work for another company from which they are receiving benefits, during the benefit coverage period. After the twelve (12) month period has expired, eligible employees may continue benefit coverage at their own expense provided they are not employed elsewhere.**

It is agreed that any rebate for E.I. premiums paid by employees and the Company will be returned to the Company to offset the cost of providing benefits. If the premium paid by the Company for the remaining employee benefits is reduced as a result of legislative change, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties or shall be passed on to the employees.

- k) The Company shall pay the cost of prescription glasses for employees and their immediate family members. Effective November 1, 2001, single coverage in the amount of up to a maximum benefit of \$350.00 per member every two years. For family coverage the benefit will be \$350.00 per family member every two years.**
- l) The Company shall pay the full cost of one (1) eye exam per year per family member to a maximum of one hundred twenty-five dollars (\$125.00).**

- 9.02 The Company shall pay the entire cost of Alberta Medicare and Blue Cross for Company employees on retirement.

#### WEEKLY INDEMNITY

#### 9.03

- (a) The Company shall provide a Weekly indemnity Insurance Plan for all employees covered by this Agreement. The benefits commence on the first day of continuous absence due to ill health or injury and shall extend to a maximum of twenty-six (26) weeks. The benefit payment shall be equal to seventy (70) percent of the employee's hourly rate as per Article 17.01 at time of absence times the number of regularly scheduled hours in the work week exclusive of overtime hours.
- (b) Such payment shall be at the equivalent daily rate provided under the Weekly Indemnity Program, weekly indemnity benefits will commence on the first day of illness or injury.
- (c) The cost of the weekly indemnity plan as described in Article 9.03 (a) above shall be one hundred (100) percent "Company paid".
- (d) Each working day missed shall be considered a twelve (12) hour workday for insurance purposes if working on a twelve-hour shift schedule.

#### LONG TERM DISABILITY

- 9.04 The Company will provide a Long Term Disability Plan to provide an income of sixty (60) percent of the base rate of pay to a maximum sixty four thousand dollars (\$64,000) per year.

Employees must qualify for L.T.D. benefits under the terms of the Policy Document as issued by the Benefit carrier.

Eligibility for this benefit will follow Weekly Indemnity benefits which will be paid for a maximum period of twenty-six (26) weeks as described in Article 9.03(a).

Premiums for this benefit will be paid by the Company.

Employees on Long Term Disability will be provided notice of the expiration of their benefits and will be permitted to participate at their own expense in the Company benefit program up to their retirement.

- 9.05 The Company has the right to choose alternative benefit carriers for any of the benefits listed above. It is understood and agreed that the benefits provided thereunder shall not be decreased during the life of this agreement. It is further

understood that in the event of an unforeseen decrease in the benefit due to a carrier change, that the Company will be responsible for the extra cost.

The Company will pay the full cost of medical certificates requested by the Company. Insurance forms to be completed by a physician, which are required by the Company's Insurance Carrier of the benefits outlined in this agreement will be paid for up to a maximum of \$125 per occurrence.

## **ARTICLE 10 - STRIKES AND LOCKOUTS**

10.01 During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that it shall not promote and will take positive action to prevent a slowdown, strike or other stoppage or interference with work.

## **ARTICLE 11 - MEETINGS**

11.01 In the event of any meeting between the employee who is a member of the Union, and the employer that shall occur during his regular working hours such employee shall be paid his usual wage per hour without overtime. In the event a meeting or conference called by the Company results in overtime being incurred, the employee will receive overtime pay for the time consumed in any such conference or meetings. The Company and the Union will keep each other advised of the persons authorized to represent them at any and all meetings. The Union shall provide a list of shop stewards to the Company semi-annually.

11.02 The Company and the Union agree to meet on the second Wednesday of each month for the purposes of exchanging information and developing a good understanding of mutual problems and reaching prompt and reasonable solutions. Such meetings shall be scheduled such that the meetings will end not later than 3:00 PM. Each party shall advise the other in writing of what issues it wishes to discuss at least two (2) days prior to the meeting.

## **ARTICLE 12 - UNION NOTICES**

12.01 The Company agrees to provide secured bulletin boards for the posting of Union notices. All local union notices shall bear the official seal of the local Union. A Notice for posting, not bearing the Official Union Seal, shall receive approval from the Plant Manager or designate before it is posted. The secured bulletin boards should be of a reasonable size.

12.02 The Company will provide the following information to the Union:

- Phone Number
- Mailing Address
- Change of status and effective date
- Termination Date

- Lay-off/Recall Date/Deceased Date
- Copies of New Job Postings
- Denied Job Postings
- Number of hours worked in a month and gross earnings included in the Union Dues Report
- Overtime (OT) Report
- Company will provide Employee with copy of Coaching session(s)
- All disciplinary letters to Secretary/Treasurer
- All relevant standards and policies that apply to the plant and its employees provided to the Union as soon as possible and whenever they are updated or amended
- Copy of outcome of disciplinary investigations

### **ARTICLE 13 – SENIORITY**

13.01 The Company shall keep a seniority list on which the service of each employee with forty-five days worked on eight hour shifts or thirty (30) days worked on twelve hour shifts or 360 hours worked, whichever is lesser will be recorded. Three (3) copies of this list will be sent to the Union once every three (3) months.

13.02

- (a) New employees will be considered as probationers until they have forty-five (45) days on eight hour shifts or have worked thirty (30) days on twelve hour shifts or 360 hours worked. After working forty five (45) days on eight hour shifts or have worked thirty days (30) on twelve hour shifts or have worked 360 hours, whichever is lesser, they shall be placed on the seniority lists as of the date of hiring. Upon consultation between the Company and the Union, the parties may mutually agree to extend a probationary period for a Journeyman Tradesman. The new Employee Performance Review sheet will be completed by the trainer and the supervisor.
- (b) The Company must introduce new employees to a Union representative as part of the new employee's orientation.

13.03 In all cases of posting into a classification in the bargaining unit, reduction of work forces and recall after lay-off, the following factors will govern:

- (a) Seniority
- (b) Ability to perform the work, in respect to any job, whether skilled or unskilled, the standard of ability is whether or not the employee can meet the reasonable requirement of job performance in terms of both quality and quantity after being given a reasonable training period as per Article 13.04.

- 13.03 (1) When the Company decides to discontinue a position in a classification due to downshifting, or for any other reason, the Company shall give notice of discontinuance to the employee(s) posted to the classification, with the least seniority.
- 13.03 (2) Within six (6) calendar days of receiving written notice of discontinuance such employee may bump a more junior employee provided such employee has the ability to perform the work, the standard of ability is whether or not the employee can meet the reasonable requirement of job performance in terms of both quantity and quality for a trial/training period as per paragraph 13.03 (6) below.
- 13.03 (3) An employee displaced from their position as a result of being bumped may within three (3) calendar days of receiving written notice, bump a more junior employee provided such employee has the ability to perform the work, the standard of ability is whether or not the employee can meet the reasonable requirement of job performance in terms of both quantity and quality for a trial/training period as per paragraph 13.03 (6) below.
- 13.03(4) An employee who bumps into a job as per Article 13.03 (2) or 13.03 (3) as a result of the discontinuance of a job and is unable to attain the ability to perform the work as required therein, shall have the right to exercise one further bump as per 13.03 (3) and should such employee be unable to attain the ability to perform the work, such employee shall bump into the labour classification. An employee who bumps into a job as per 13.03 (2) as a result of down shifting shall be afforded one bump only.
- 13.03(5) An employee who has bumped to a lower classification shall have the right of recall for sixty (60) days in the event there is a permanent vacancy in their original classification.
- 13.03(6) Notwithstanding Article 13.04 the maximum trial/training period will be a total of nine (9) weeks for one (1) or both bumps.
- 13.03(7) The bumping process will start with the most senior person displaced by the discontinuance and continue by seniority until the process has been exhausted.
- 13.04
- (a) All permanent vacancies or vacancies caused by newly created classifications must be posted within five (5) working days exclusive of Saturday and Sunday for a period of five (5) working days again exclusive of Saturday and Sunday before any permanent appointment to give employees an opportunity to apply for such position. The successful applicant will be placed in the position within seven (7) days of being selected, provided, vacancies occurring because of the original posting will be filled within the applicable time limits if it is practical to do so based on the Company's operational needs. The Company reserves the right to return the selected employee to his old job or one equivalent or better pay at any

time if he is not carrying out the new duties to its satisfaction. Any employee who has successfully posted the positions of P.U.P and Relief Classification must remain in that position for a period of six (6) months from the date he is accepted to that position before being eligible to post a successive time unless the successive posting is to a higher classification in which case the employee must remain in that position for a period of three (3) months. Employees successfully posting into all other classifications must remain in the position for three (3) months. **Employees in a position as a result of Article 13.04 (d) are exempted from the restrictions above.**

- (b) The selected applicant will be given a reasonable training period of not less than two (2) weeks and not in excess of six (6) weeks, during which period he shall receive the rate of his former job. However, it is agreed when the training period is to be less than two (2) weeks or more than six (6) weeks, such period shall be mutually agreed upon between the parties. The Relieffman will be entitled to the full training period for each of the positions as required, taking into consideration the skill set possessed by the successful applicant.
- (c) When an employee is absent from the plant, the employee shall provide a letter to his front-line supervisor indicating any posted position which he would apply for the posting should a posting for that posted position occur while such employee is on vacation. In the event an employee is assigned to a position, the employee is eligible to apply for any posted vacancies.
- (d) In the event a posted positions(s) is not bid on, the employee with the lowest seniority who does not hold a posted position will be **awarded** the vacant position(s).

#### 13.05

- (a) Vacancies resulting from unforeseeable circumstances such as sickness and accidents which exist for thirty (30) calendar days or less, shall be filled by the Company. Such vacancies continuing for more than thirty (30) calendar days shall be posted after said thirty (30) calendar day period and acted upon in the usual manner. Such time limit may be extended by mutual agreement between the parties. Experience gained by any employee during the first thirty (30) calendar day period of such vacancy shall not be considered in determining the successful bidder. If prior to the end of the thirty (30) day period, the Company receives medical documentation with a return date longer than thirty (30) days, the Company will post the vacancy.
- (b) The successful bidder for a job existing because of a vacancy which occurs because of a leave of absence, sickness or injury extending over thirty (30) days shall have the right to return to his former position. At such time as the employee who previously held the job returns to work, he shall be returned to the position and the successful bidder shall be returned to his former position.

- (c) If the job continues after thirty (30) days, it shall be posted as a temporary position, said position shall remain temporary for a period not exceeding ninety (90) days.
  - (d) If the job should be discontinued within the ninety (90) day period, it is understood the employee will revert to his former position. Should the job continue beyond ninety (90) days, except as provided under sub-section (b) above, it shall be considered a permanent job and posted as such.
- 13.06 The Company agrees that it will not hire new employees if there is an employee on lay-off who is able to satisfactorily carry out the work available, or can be trained to perform the work as per Article 13.04. It is understood that the training referred to shall not apply to skilled trade classifications.
- 13.07 Time spent by an employee in service of Her Majesty's forces during wartime or national emergencies shall be considered for the purpose of establishing Company seniority, provided that the said employee re-enters the employment of the Company within six (6) months of discharge from Her Majesty's forces.

Any action taken in accordance with the above sections, 13.03, 13.04 and 13.05 shall be subject to grievance procedure under Article 8 and to arbitration for a final decision.

13.08 Any employee shall lose his seniority if he:

- (a) quits voluntarily.
  - (b) is dismissed for just cause.
  - (c) does not notify the Company within fourteen (14) days of his intention to return to work after recall from lay-off by registered mail to his last known address or he does not return to work within two (2) weeks from the date of receipt of the notification to return.
  - (d) is laid off for a continuous period of three (3) years.
- 13.09 Management shall maintain the sole decision making ability in determining whether or not Lead Hands are required on any particular shift or position, however, when management determines a new Lead Hand is needed, the selection shall be by seniority. Maintenance Lead Hand selection shall be carried out per Article 4.05.**

## ARTICLE 14 - SAFETY AND WORK CLOTHING

### 14.01

- (a) It is understood and agreed that the Company and the Union shall give its wholehearted support and co-operation to the continuing and perfecting of the Safety and First Aid Program.
- (b) The Company and the Union agree that there will be a Joint Health and Safety Committee and that it shall consist of up to eight (8) members. Up to four (4) Union members will be appointed by the union and up to four (4) management members will be appointed by the Company. There will be equal representation of both parties at any committee meetings.
- (c) The committee shall meet at minimum once per quarter or at such time as may be deemed necessary and shall keep minutes of its meeting. Copies of such minutes shall be distributed to all members of the committee.
- (d) When the plant is inspected by an Alberta Human Resources and Employment, Workplace Health and Safety – Occupational Health and Safety Officer, Environmental Officer, Fire Inspector, City Inspector, and Water Sewage Inspectors, a Union and a Company member of the joint occupational health and safety committee shall have the right to accompany the inspector. The Union and Company members shall receive advance notice of the inspection. The Company will provide the union with notification of any pending sanctions or violations which may affect the welfare or livelihood of the employees.
- (e) An employee holding a valid Standard First Aid Certificate (provided by a trainer accredited by the Director of Medical Services as per the Alberta Occupational Health & Safety Act) shall be paid a premium of fifty (50) cents per hour over his regular rate of pay. However, this premium shall not be included in the calculation of overtime. The Company shall pay the cost of accredited program approved by the Company. Such courses shall be taken outside regular working hours. The Employee shall not be paid for hours attended at the course.



### 14.02

- (a) Where it is necessary to wear protective clothing such as rubber boots, knee pads, protective aprons, gloves (rubber and leather) winter lining or raincoats, such protective clothing shall be provided by the Company. Protective clothing so provided shall remain the property of the company and must not be removed from the premises. The company shall also supply heavy winter coats for employees working out of doors or in the warehouse during the winter months. These coats shall remain the property of the Company and shall not be removed from the Company premises.
- (b) Coveralls or shirts and pants will be supplied to all permanent employees.
- (c) **Employees will receive a \$300 (maximum) allowance per calendar year to purchase his/her safety shoes and/or insoles. Employees will be permitted to**



**purchase multiple pairs of safety shoes per year within their \$300.00 allowance. Employees must present their receipt of purchase to the Company at which time the Company will reimburse the employee for the cost of the safety shoes plus GST up to a maximum of \$300.00. Employees who do not use the full benefit of \$300.00 will not be refunded for the balance. All safety shoes must meet Company standards.**

Safety Shoes must meet the following CSA rating criteria:

-  Green label designation – Sole puncture protection with a grade 1 protective toe: required for all employees.
  -  White Rectangle with orange Greek letter “Omega” - safety shoes with soles that provide electric shock resistance: required for all employees licensed to work as electricians or automation engineers and maintenance supervisors.
- (d) The Company shall supply winter gear as required.
- (e) The Company shall pay 100% of the cost for any employee required to wear prescription safety glasses and repairs as needed. The entire cost of eye exams will also be included to a maximum of **one hundred twenty-five dollars (\$125.00)**.

## **ARTICLE 15 - DEATH IN FAMILY**

**15.01** Should an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandfather, grandmother, grandchildren, **half-brother, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son in-law, daughter in-law, nieces or nephews, step mother, step father, step sister, step brother or step child** die, **three (3) working days LOA with pay shall be granted at the employee’s regular straight time hourly rate as specified in Article 17.01.**

**15.02** Should the death of any of the employee's relatives referred to above occur outside the City of Calgary (**150 km radius**), **and/or should the employee be required to conduct estate planning**, the employee shall be granted an additional twenty- four (24) working hours with pay calculated at the employee's hourly rate as per Article 17.01 to attend the funeral or conduct estate planning provided it is within thirty (30) days from the time of the death of the employee's relative.

## ARTICLE 16 – PENSION PLAN

16.01 The non-contributory pension as agreed to and made effective April 1, 1965, shall remain in effect during the lifetime of the Collective Agreement and will not be integrated with Canada Pension Plan or the Old Age Security Pension. Effective **November 1, 2019** the pension benefits described in the present plan shall be increased **seventy-five cents (\$0.75) to \$65.25** per month per year of service for past and future continuous service (pension multiplier). **Effective November 1, 2020** the pension multiplier shall be increased **seventy- five cents (\$0.75) to \$66.00**. Effective **November 1, 2021** the pension multiplier shall be increased **seventy- five cents (\$0.75) to \$66.75**.

16.02 The Company will provide on an annual basis if requested in writing, the master pension text document and appendices as it pertains to the Calgary Bargaining Unit.

**ARTICLE 17 – WAGES**

17.01 The following classification of hourly rates shall apply in the Company's plant during the life of this Agreement.

<b>Class</b>	<b>Position</b>	<b>Nov 1 -19</b>	<b>Nov 1 - 20</b>	<b>Nov 1 – 21</b>
<b>Class 1</b>	<b>Labourer</b>	<b>31.43</b>	<b>32.03</b>	<b>32.64</b>
<b>Class 2</b>				
<b>Class 3</b>				
<b>Class 4</b>		<b>32.13</b>	<b>32.74</b>	<b>33.37</b>
<b>Class 5</b>	<b>Bagger, Janitor/Groundskeeper Warehouse Loader, Plant truck Driver</b>	<b>32.37</b>	<b>32.98</b>	<b>33.61</b>
<b>Class 6</b>		<b>32.59</b>	<b>33.21</b>	<b>33.84</b>
<b>Class 7</b>		<b>32.86</b>	<b>33.48</b>	<b>34.12</b>
<b>Class 8</b>		<b>33.11</b>	<b>33.74</b>	<b>34.38</b>
<b>Class 9</b>	<b>Dunnage Machine Operator, Repairman 2, Maintenance Helper</b>	<b>33.36</b>	<b>33.99</b>	<b>34.64</b>
<b>Class 10</b>	<b>Takeoff Senior Dryer, Takeoff Stacker, Fork Truck Production</b>	<b>33.57</b>	<b>34.21</b>	<b>34.86</b>
<b>Class 11</b>	<b>Lead Hand, Production Utility Person, Paperman, Reliefman, Fork Truck Warehouse, Receiver, Clerk</b>	<b>33.81</b>	<b>34.46</b>	<b>35.11</b>
<b>Class 12</b>	<b>Edgerman</b>	<b>34.10</b>	<b>34.75</b>	<b>35.41</b>
<b>Class 13</b>	<b>Mill Operators, Front End Loader</b>	<b>34.29</b>	<b>34.94</b>	<b>35.61</b>
<b>Class 14</b>		<b>34.55</b>	<b>35.20</b>	<b>35.87</b>
<b>Class 15</b>	<b>Repairman 1</b>	<b>34.79</b>	<b>35.45</b>	<b>36.13</b>
<b>Class 16</b>		<b>35.01</b>	<b>35.67</b>	<b>36.35</b>
<b>Class 17</b>		<b>35.26</b>	<b>35.93</b>	<b>36.61</b>
<b>Class 18</b>		<b>35.49</b>	<b>36.17</b>	<b>36.86</b>
<b>Class 19</b>		<b>35.79</b>	<b>36.47</b>	<b>37.16</b>
<b>Class 20</b>		<b>35.97</b>	<b>36.66</b>	<b>37.35</b>
<b>Class 21</b>	<b>Journeyman Tradesman (Electrician, Welder, Mechanic, Millwright)</b>	<b>42.97</b>	<b>43.79</b>	<b>44.62</b>

17.01(a) In addition to the above hourly rate, Maintenance employees holding more than one certificate (eg: Welder & Millwright, etc.) shall receive a premium of thirty cents (\$0.30) per hour over and above Job Class 21 for each additional certificate held provided the employee utilizes both certifications for a minimum of 200 hours per year. The recognition of such certificates will be at the discretion of the Company.

Certifications that may be considered include but are not limited to:

- Industrial Electrician – Red Seal
- Industrial Millwright – Red Seal
- Electrical Motor Systems Technician
- Heavy Duty Equipment Technician
- Plumber
- Welder – Red Seal

17.02 If work of a higher classification is required of an employee, he shall receive the higher rate of pay, but if he is temporarily required to do work of a lower paid classification, his rate of pay shall not be changed, excepting that it is understood that after a period of thirty (30) working days, if an employee is still working on a lower paid job, his pay may then be rated at the lower classification thereafter until he changes classification of work.

17.03

- (a) If a new job is created or the content of an existing job is substantially changed, the wage rate applicable shall be negotiated between the parties, and in the event of a failure to reach agreement, will be subject to the arbitration procedure as contained in the collective agreement, any Board constituted to deal with a dispute under this Article shall have the power to fix the wage rate.
- (b) There shall be deemed to have been a substantial change in job content only when there has been a substantial altering in the amount of responsibility to be borne or in the work-load to be performed, or in the skill required.
- (c) The Company shall provide training opportunities to employees who require training to perform new job requirements that are the result of an alteration of a job. In the event the employee is unable to satisfactorily complete the training the employee will be able to bump as per article 13.03.

17.04

#### APPRENTICESHIP PROGRAM

Both parties to this agreement recognize the importance of formalized training for employees and as such agree that an approved Alberta Government Apprenticeship Program be implemented and maintained at CertainTeed Canada, Inc. subject to the following:

NEED: The Company will be responsible for determining the need within each maintenance area and will open apprenticeship opportunities as they are deemed necessary. This is not a guarantee that all vacant positions will be filled by apprentices, but rather that the Company may hire qualified journeyman when the need arises.

SELECTION: Should the decision be taken to open an apprentice opportunity, the position will be posted according to established bid procedures and within consideration for the following:

The Company may post for dual trades apprenticeships (i.e. millwright/welder).

- (a) The four most senior applicants from each posting will be required to participate in an assessment program, which will be conducted by the Student Counseling Department from S.A.I.T. All costs involved in the assessment program will be paid by the Company.
- (b) Results from the assessment will be reviewed by a committee of one (1) representative from the Company and one (1) representative from the Union together with S.A.I.T. personnel. The posting will be awarded to the applicant with the most seniority of those who qualify according to the assessment; not necessarily to the candidate with the highest mark.

AGREEMENT: The apprenticeship agreement with the successful applicant will be such that it meets all of the criteria for certification of the Apprenticeship and Trade Certification branch of the Alberta Career Development and Employment.

SCHOOL: For each week an apprentice is absent from the job due to attendance at an approved government apprentice school in Calgary, the Company shall pay the apprentice on his normal payroll date forty (40) times his regular straight time hourly rate, less any allowances paid to him by the government (including E.I.). There are also options available to attend school one day per week if this is more feasible and approved by the Company; such approval shall not be unreasonably withheld.

Should an apprentice fail to pass the school term examinations and is permitted to repeat the same, the Company shall not be obligated to pay the apprentice as provided herein while he is repeating his school term; the apprentice shall not progress to the next level until he successfully completes such examinations and other requirements necessary to progress to the next level of the apprenticeship program.

An apprentice may be allowed to continue with the program as per the conditions stated above but, should he fail a second time during the program he shall be disqualified from participating in the program and shall revert to the assigned classification.

If an apprentice is disqualified as stated above he shall not be allowed to bid on any other apprenticeship.

WAGES: The parties will meet and discuss the wages for the different levels of the program.

An employee who successfully bids on an apprenticeship will continue to be paid at his pre bid wage grade. He will follow the above wage grades once he has successfully completed a level of Program that will pay him at a higher wage grade.

Apprentices are not allowed to bid out during the term of their apprenticeship and subsequent to completing their apprenticeship program, may not bid out of their tradesman job for an equivalent period of their apprenticeship, unless otherwise agreed by the Company.

#### **ARTICLE 18 - JURY DUTY**

18.01 An employee who is called for jury service or is called to be a witness before a court shall be excused from work for such jury service or witness service and shall receive for each such day for which he otherwise would have worked, if on an eight hour shift, the difference between eight (8) times his regular hourly rate and the payment he receives for the service he performs or in the event he is on a twelve hour shift, the difference between twelve (12) times his regular hourly rate and the payment he received for the service he performs. An employee working a fixed shift or a rotating shift will not be required to report for work on the day or days he is called for jury or witness. The time paid for such service shall be counted as time worked for the purpose of computing overtime.

#### **ARTICLE 19 – LAY-OFF AND SHORT WEEK BENEFIT PLAN**

19.01 The Company agrees to provide for its employees a lay-off and short week benefit plan, the details of which are as follows:

- (a) It will apply only to hourly paid employees on temporary lay-off.
- (b) In order to benefit, an individual must have been an employee of the company for a minimum period of twelve (12) months prior to the lay-offs or short week. Following the twelve months of service an employee will be eligible to receive during lay-off, up to four (4) weeks pay, in accordance with the schedule contained in Section 19.02. For the purposes of calculation, a week will be defined as five (5) days. For employees with over twelve (12) months service, one (1) weeks lay-off pay will be added for each three (3) months of service in excess of the initial twelve (12) months. Examples of these payments are contained in Section 19.02.
- (c)
  - (I) An employee must have been on lay-off five (5) consecutive working days. Once the employee has been on lay-off five (5) days, payment will be calculated from the first day of lay-off.
  - (II) A Statutory Holiday(s) will be considered as a day(s) of lay-off for establishing eligibility for lay-off benefits; however, an employee receiving Statutory Holiday pay will not receive the lay-off benefit contained in this Article for such day(s).

- (d) During the lay-off period the employee must contact the Company every fourteen (14) days.
- (e) Payment will be made only to employees who are not working elsewhere.
- (f) No payment will be made to employees who have been laid off for disciplinary reasons.
- (g) This plan is subject to approval by and subject to all rules of the Employment Insurance Commission as per Schedule "A".

19.02

(a) SCHEDULE OF BENEFITS

<b>SERVICE</b>	<b>MAXIMUM LAY-OFF ENTITLEMENT</b>
Over 1 year	4 weeks
Over 1 year, 3 months	5 weeks
Over 1 year, 6 months	6 weeks
Over 1 year, 9 months	7 weeks
Over 2 years, etc.	8 weeks
Over 3 years, etc.	12 weeks
Over 5 years, etc.	20 weeks
and so on	and so on

(b) LAY-OFF BENEFITS

**CLASS**

<b>CLASSIFICATION</b>	11/1/2015	11/1/2016	11/1/2017	11/1/2018
<b>1</b>	\$149.35	\$149.35	\$149.35	\$149.35
<b>2</b>	\$154.50	\$154.50	\$154.50	\$154.50
<b>3</b>	\$157.59	\$157.59	\$157.59	\$157.59
<b>4</b>	\$163.77	\$163.77	\$163.77	\$163.77
<b>5</b>	\$167.89	\$167.89	\$167.89	\$167.89
<b>6</b>	\$175.10	\$175.10	\$175.10	\$175.10
<b>7</b>	\$179.22	\$179.22	\$179.22	\$179.22
<b>8</b>	\$188.49	\$188.49	\$188.49	\$188.49
<b>9</b>	\$192.61	\$192.61	\$192.61	\$192.61
<b>10</b>	\$200.85	\$200.85	\$200.85	\$200.85
<b>11</b>	\$202.91	\$202.91	\$202.91	\$202.91
<b>12</b>	\$206.00	\$206.00	\$206.00	\$206.00
<b>13</b>	\$211.15	\$211.15	\$211.15	\$211.15
<b>14</b>	\$217.33	\$217.33	\$217.33	\$217.33
<b>15</b>	\$224.54	\$224.54	\$224.54	\$224.54
<b>16</b>	\$227.63	\$227.63	\$227.63	\$227.63
<b>17</b>	\$233.81	\$233.81	\$233.81	\$233.81

18	\$238.96	\$238.96	\$238.96	\$238.96
19	\$244.11	\$244.11	\$244.11	\$244.11
20	\$250.29	\$250.29	\$250.29	\$250.29
21	\$265.74	\$265.74	\$265.74	\$265.74

19.03

- (a) Lay-off benefits are paid out of current revenue.
- (b) A laid-off employee must file a claim for employment insurance benefits.
- (c) A laid-off employee who is disqualified or disentitled under the Employment Insurance Act will also be disqualified from benefit under the lay-off plan, unless such ineligibility for Employment Insurance Commission benefits is due to:
  - (I) An insufficient period of work prior to his lay-off in employment covered by the Employment Insurance Act.
  - (II) A limit under the Employment Insurance Act of the period of time for which Employment Insurance Benefits are payable to the applicant.
  - (III) A waiting period under the Employment Insurance Act **of one week**.

**ARTICLE 20 – SHORT WEEK BENEFIT PLAN**

20.01 The Company agrees to provide for its employees a short week benefit plan, the details of which are as follows:

- (a) It will apply only to hourly paid employees
- (b) In order to benefit, an individual must have been an employee of the Company for a minimum period of twelve (12) months prior to the short week.
- (c) Payment will be made only to employees who are not working elsewhere.
- (d) No payment will be made to employees who have been laid off for disciplinary reasons.

Employees will receive a Short Week benefit (in accordance with their services as outlined in 19.02 (a) above) for any week in which some, but less than thirty-two (32) hours are worked, according to the following formula:  
Benefits will be calculated by multiplying the employee’s hourly wage rate by the difference between thirty-two (32) and the sum of the hours:

- (I) he worked during the week; and
- (II) he did not work, but for which he was paid by the Company; and



- (III) he did not work for reasons other than lack of work. In no event shall payments be made where a lay-off has occurred due to work stoppage which was created by fire, flood, earthquake, explosion, Act of God, insurrection, riot, etc.

## **ARTICLE 21 – TERMINATION BENEFITS**

- 21.01 An employee who terminates his service with the Company due to early, normal or late retirement, shall receive termination pay in the amount of five (5) weeks' pay for each five (5) years' service. For the purpose of this Section, the term "early", "normal", or "late retirement" shall be governed by the Pension Plan.

## **ARTICLE 22 - SUCCESSOR CLAUSE**

- 22.01 This agreement shall be binding upon the parties hereto their successors, administrators, executors and assignees. In the event of the sale or lease of the company, or in the event the company is taken over by sale, lessee, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The company shall give notice of this Agreement to any purchaser, lessee, assignees, etc. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

## **ARTICLE 23 – TERMINATION**

- 23.01 This Agreement will become effective on the 1<sup>st</sup> day of November **2019** and will be in full force and effect until the 31<sup>st</sup> day of October, **2022** and will continue in effect from year to year thereafter without change unless either party gives to the other party written notice of termination within a period of not less than sixty (60) days and not more than one hundred and fifty (150) days prior to the expiration date of any subsequent renewal date.
- 23.02 Notice of termination shall be made by registered mail to CertainTeed Canada, Inc., 6715 Ogden Dale Road, S.E., Calgary, Alberta T2C 2A4 or to the Cement, Lime, Gypsum and Allied Workers, a division of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge D345 (AFL-CIO) care of the Local Union President.
- 23.03 The Company will reimburse employees that are members of the bargaining committee for the time consumed at negotiations, to a maximum of ten (10) days at the regular hourly rate for all hours that would have normally been worked by such employees exclusive of overtime.
- 23.04 In the event of a permanent closure of the Calgary Wallboard Plant at 6715 Ogden Dale Road, S.E., Calgary, Alberta, the Company shall pay either termination pay

or lay-off benefits whichever is greater to each employee covered by this Agreement. Such payment will be made within thirty (30) days of permanent closure. Permanent closure shall be deemed to have occurred with the cessation of all manufacturing operations for twelve (12) consecutive months.

The termination pay provided by this article will be two and one half (2.5) weeks pay for every one (1) year of continuous service with the Company.

**ARTICLE 24 – MISCELLANEOUS**

24.01 All references in this contract to "days" shall mean "calendar days".

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed before their representative Officers duly authorized hereunder this **5th day of March, 2020**

**CEMENT, LIME, GYPSUM  
AND ALLIED WORKERS  
a division of the  
INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS  
AND HELPERS  
Local Lodge D 345**

**CERTAINTEED  
CANADA, INC.**

[Redacted signature line]

Kevin Sheptycki

Shawn Miller

[Redacted signature line]

Adam Rutledge

Corey Wong

[Redacted signature line]

Joe Migadel

Jennifer Love

[Redacted signature line]

Kevin Langlois

Dennis Milkert

[Redacted signature line]

Manuel Gallardo

Daljit Chatha

[Redacted signature line]

Leanne Lewis

LETTER OF AGREEMENT

**Re: Temporary External Warehouse**

Should the Company operate an external warehouse within the City of Calgary, a minimum of two (2) CertainTeed Canada, Inc. hourly employees will be present when loading or unloading trucks, railcars or transferring board.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTEED CANADA, INC.**

**PER:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**Re: Reliefman**

The Company shall not eliminate the Reliefman position sooner than one hundred and fifty (150) days prior to the expiration of this collective agreement and not until the Company has had meaningful consultation with the Union in regard to the impact that the job elimination will have on the job duties of other positions and the training requirements for other positions.

If the Union believes that one (1) or more positions have been substantially effected, as a result of the elimination of the Reliefman position, the Company shall meet with the Union within five (5) days of being so requested in an attempt to negotiate an agreement, as per Article 17.03 (a) of the Collective Agreement. Upon the reliefman position elimination, all classes in Production will be increased by one classification or as determined by an arbitrator.

In the event the parties are unable to achieve agreement, notwithstanding Article 8.02, the Company and Union agree to refer the matter directly to arbitration forthwith and to agree to an arbitrator within seven (7) days of such a referral.

In the event the parties are unable to agree to an arbitrator within seven (7) days, it is hereby agreed that either party shall direct the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The parties, further, agree to make their best efforts to agree to an arbitration date which shall be no later than forty-five (45) days from when the matter was referred to arbitration. The arbitrator shall render a decision within fourteen (14) days of hearing the matter.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTIED CANADA, INC.**

**PER:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**RE: Technological Change**

In event of a technological change which will result in a reduction of the work force, the Union will be provided with sixty (60) days written notice. The Company agrees to meet with the Union in an effort to find ways of reducing the impact on effected employees.

The Company shall provide training opportunities to employees who require training to perform the new job requirements that are necessitated by the technological change. In the event the employee is unable to satisfactorily complete the required training, the employees will be able to bump as per Article 13.03.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTEED CANADA, INC.**

**PER:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Weekly Indemnity Payments**

In regards to weekly indemnity payments, the Company will work with SunLife or our designated insurance carrier, to ensure that payments to employees are received within three (3) weeks upon proper completion and submission to the Company. If this is not completed, the Company will provide an advance (equal in amount to the claim) which will be returned to the Company upon receipt of the refund of the Insurance carrier.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTIED CANADA, INC.**

**PER:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**RE: Deduction for Group Registered Retirement Savings Plan**

The Company agrees to deduct from any employee an amount so requested from his earnings to be transferred into a Group Registered Retirement Savings Plan. The Union understands and agrees that the Company has absolutely no involvement or liability in the administration of this group R.R.S.P. other than the deduction of the money from the employee's earnings and transfer to the Carrier.

The administration of these deductions will be similar to the administration of the deduction of Union Dues, in that the Union will advise the Company of the names and amounts to be deducted and once monthly the Company will provide a cheque to the Carrier designated by the Union who shall then have sole responsibility for the monies and its management.

Any dispute arising out of any employee's participation or activities in this R.R.S.P. shall not be subject to or have access to the grievance and arbitration provisions of this Collective Agreement.

It is understood that an employee may only elect to participate in this Programme once per calendar year. If an employee opts out of the programme he may not participate again until the beginning of the calendar year.

**AGREED this 1<sup>st</sup> day of November, 1997.**

**FOR THE UNION**

**FOR THE COMPANY**

**LETTER OF UNDERSTANDING**

**RE: Vacation Entitlement**

The parties recognize that during collective bargaining negotiations resulting in the Collective Agreement bearing expiry date October 31, 1989 vacation entitlement effective July 1, 1988 will be based upon the individual employee's anniversary date rather than the July 1 date as shown in Article 6.01. The transition and future administration of the anniversary date entitlement will be as follows:

June 30, 1988 is the end of the vacation year being July 1, 1987 to June 30, 1988 inclusive. Vacation entitlements as determined by Article 6.01 (a) through (f) will be calculated and vacations taken accordingly.

As of July 1, 1988 the Company will determine the individual's vacation entitlement by using the employee's anniversary date. Eg. Employee's anniversary date is September 1, 1980 (6.01 (c) = 4 weeks vacation after 8 years).

Under the previous system the employee would not be entitled to 4 weeks vacation until July 1989.

Under the new system since the employee's 8<sup>th</sup> anniversary will fall in the period July 1, 1988 to June 30, 1989, he will be entitled to take his 4 weeks vacation during the period July 1, 1988 to June 30, 1989.

**AGREED this 1<sup>st</sup> day of November, 1997.**

**FOR THE UNION**

**FOR THE COMPANY**



**LETTER OF UNDERSTANDING**

**Re: Educational Assistance Plan**

**EFFECTIVE NOVEMBER 1, 1992**

For pre-approved (by Plant Manager) courses the Company will provide 50% reimbursement of course tuition, upon proof of payment and final 50% reimbursement of course tuition upon proof of successful completion of course.

The Company and Union shall have ongoing consultations when requested at regular Union/Management meetings in regard to any request for pre-approved courses that have been rejected.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER: \_\_\_\_\_**

**CERTAINTED CANADA, INC.**

**PER: \_\_\_\_\_**

## SCHEDULE "A"

### SUBSECTION 57(13) (A) TO (H) OF THE E.I. REGULATIONS

- a) In order to benefit, an individual must have been an employee of the Company for a minimum period of twelve (12) months prior to the lay-off
- b) It will apply only to bargaining unit employees on temporary lay-off
- c) Employees must apply for and must be in receipt of employment benefits to receive payments under the SUB plan. SUB is payable for a period which an employee is not in receipt of EI benefit if the only reason for non-receipt is:
  - The **one** week EI waiting period;
  - Insufficient weeks of insurable employment to qualify for EI;
  - EI exhausted
- d) in any week the total amount of SUB payment and the weekly rate of EI benefits will not exceed 95% of the employee's weekly earnings
- e) the plan is financed by the employer and the employer will keep separate accounts of the SUB payments
- f) The plan must be submitted to the Human Resources Development Canada prior to its effective date and the employer will inform HRDC in writing of any changes to the plan within 30 days of the effective date of the change
- g) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan
- h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

**LETTER OF UNDERSTANDING**

**RE: Intermittent Maintenance Helper (Class 9)**

Effective June 20, 2017

An Intermittent maintenance helper list will be awarded to ten (10) employees based on plant wide seniority to be posted at Class 9 to be used as required. The Company will repost every year on the last week of March

Agreed this 20<sup>th</sup> day of June 2017.

**FOR THE UNION**

**FOR THE COMPANY**

**LETTER OF AGREEMENT**

**Re: New Plant Facility**

In the event the Company permanently ceases operations at its Calgary Wallboard Plant at 6715 Ogden Dale Road, S.E., Calgary, Alberta, as a result of a new plant facility being built within a 600 kilometer radius, current employees will be given preference in employment over new employees by seniority provided such employee has not been paid severance as per Article 23.04.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTEED CANADA, INC.**

**PER:** \_\_\_\_\_

## LETTER OF AGREEMENT

### PURPOSE

The parties agree that the primary purpose of the Severance Program (The Program) is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

### SEVERANCE OFFERING AND ELIGIBILITY

1. Severance will be offered in accordance with the herein letter of agreement subject to the following:
  - (a) Severance will be offered as set out below when employees are displaced as a result of closing a whole production unit or department or part of a department or technological change or elimination of a posted position but shall not be applicable to employees as a result of a plant closure or retirement or any other reason. The severance will be offered in the following order:
    - (i) first to the senior employee(s) in the posted position, who will have thirty (30) days to accept the severance, and if not accepted;
    - (ii) to the other employees in the posted position based on seniority, who will have four (4) days to accept the severance, and if not accepted;
    - (iii) to the other skilled or unskilled employees, whichever is the case based on seniority, who will have four (4) days to accept the severance.
    - (iv) The foregoing severance package will be available only to positions affected by the change and the first round of employees bumped, if necessary.
2. The severance offered will be calculated as follows:
  - (a) The equivalent of two and one half (2.5) weeks regular salary for each year of continuous service to a maximum payment of thirty three (33) weeks.
  - (b) Regular salary = (regularly scheduled hours of work as at date of application for the program) multiplied by (classified rate of pay).
  - (c) For the purposes of the program, continuous service will be calculated from the last date of hire recognized by the seniority list.
3. The Union and displaced employee(s) will be provided with at least thirty days notice of displacement. Upon receiving notice of displacement, each displaced employee will be given thirty (30) days to elect to receive severance as provided in the herein letter of agreement.

4. Employees who elect to receive severance as provided in the herein letter of agreement shall lose their seniority, and cease to be employees and shall not be entitled to layoffs or other benefits.
5. This letter of agreement expires upon expiration of the collective agreement.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTED CANADA, INC.**

**PER:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**Re: Employment Standards**

The parties agree that they are subject to all provincial laws and statutes including but not limited to the Employment Standards Act unless the collective agreement prevails at law.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER: \_\_\_\_\_**

**CERTAINTEED CANADA, INC.**

**PER: \_\_\_\_\_**

**LETTER OF AGREEMENT**

**Re: Alberta Health Care Insurance Plan (AHCIP)**

Alberta has a publicly administered and funded health care system through the Alberta Health Care Insurance Plan. The residents of Alberta are provided with basic coverage for medical costs with the objective of universal access. This program has historically been supported through taxpayer and employer contributions throughout the province. As a result of a favorable economic climate, legislators determined that employer contributions to support provincial costs under the Plan were no longer necessary effective January 1, 2009.

As a result of this cost savings to the employer, employees will each accrue \$41.67 per month commencing January 1, 2012 on the first of each month. All employees on the payroll December 1, 2009 will receive their accrued sums not later than December 31, 2009 for the period January through December. Effective January 1, 2010, employees will each accrue \$41.67 per month on the first of each month with accrued sums being paid to employees on the payroll December 1, 2010 not later than December 31, 2010.

This Letter and all ongoing accruals will expire effective upon a requirement that the company resume contributions to support the provincial health care programs.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER:** \_\_\_\_\_

**CERTAINTEED CANADA, INC.**

**PER:** \_\_\_\_\_



**CHECK-OFF SLIP**

**AUTHORIZATION FOR DEDUCTION**

I, \_\_\_\_\_  
(print name)

hereby authorize and direct CertainTeed Canada, Inc., during the life of the current Collective Agreement and for any renewals, to deduct from my first pay each month following delivery of this authorization to the Company, an amount equal to the monthly dues as authorized from time to time in writing by the Local Lodge over its seal and to remit the same to the Financial Secretary of Local Lodge D-345 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, whose receipt thereof shall be considered as a discharge to the Company for the amounts so deducted from my earnings.

Conditional upon my maintenance of membership with the Union, I, the undersigned, duly authorize CertainTeed Canada, Inc. to the amount of the Initiation fees and such special assessments or fines may be levied upon me by the Union.

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Employee No:**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**Re: Payroll Errors**

During the course of the 2011 negotiations the parties agreed that payroll mistakes by the Company of \$200 or more will be paid in 48 hours if submitted to the Company by 11:00 AM.

**BOILERMAKERS, LOCAL LODGE D 345**

**PER: \_\_\_\_\_**

**CERTAINTEED CANADA, INC.**

**PER: \_\_\_\_\_**

**LETTER OF UNDERSTANDING**

**RE: Intermittent Repairman 1 (Class 15)**

**Effective January 18, 2013**

The parties agree that an intermittent repairman 1 position will be posted at Class 15 to be used as required. In order to qualify, the selected candidate must successfully complete a Skills Test. The Company will repost this position, on an as needed basis, each year on the last week of March.

Agreed this 18<sup>th</sup> day of January, 2013.

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**FOR THE UNION**

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**FOR THE COMPANY**

**Letter of Understanding**  
**Between**  
**CertainTeed Canada, Inc.**

For its Calgary Wall board Plant (herein known as the Company)  
and the

**Cement, Lime, Gypsum, and Allied Workers**  
**A division of the**  
**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,**  
**Forgers and Helpers,**  
**Local Lodge D 345**

It is hereby stipulated by and between CertainTeed Canada, Inc. (“the Company”) and Local Lodge D 345 of the Boilermakers (“Union”) this 11th day of October 2017 that an agreement has been reached to the following:

While on a 2 shift operation, the Warehouse employees that have been awarded the positions of Fork Truck Warehouse (both in truck loading and rail) and Clerk will operate on a non-rotating shift schedule. Shift (D-Day, A-Afternoons) selection for these positions will be based on seniority. The initial shift schedule will be determined by posting and awarded based on seniority.

**Management reserves the right to temporarily alter the shift schedule of Warehouse employees for a 2-week period for the purposes of training/retraining during periods of upshifting, downshifting, and/or in the event of new hire orientation. A progress evaluation shall take place after one week and the need for a second week shall be assessed at that time. Training and shift premiums shall apply.**

**One employee from the day shift will be temporarily displaced for each employee requiring training/retraining on the afternoon shift. Employees will be displaced from the day shift in reverse seniority order.**

Any future and new positions will be posted and awarded based on seniority.

This agreement shall remain in effect through the ratification of the next collective agreement.

In Witnesseth Whereof the Company and the Union have executed this LOU on the day and date first written above.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**Letter of Understanding**

**Between**

**CertainTeed Gypsum Canada Inc.**

For its Calgary Wall board Plant (herein known as the Company)

and the

**Cement, Lime, Gypsum, and Allied Workers**

**A division of the**

**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers,**

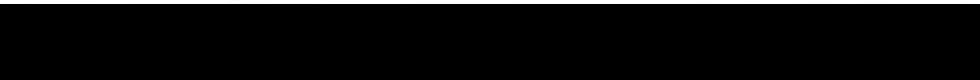
**Local Lodge D 345**

It is hereby stipulated by and between CertainTeed Gypsum Canada Inc. ("the Company") and Local Lodge D 345 of the Boilermakers ("Union") this 11th day of October 2017 that an agreement has been reached to the following:

Employees required to attend training programs located outside the company property and during hours not stated in the Collective Agreement under Article 4.01 (a)(ii) will be paid their scheduled hours at their regular rate of pay. Any hours spent in off site training beyond the employee's regular hours will be paid as per article 4.02 Overtime Rates.

All off site training will be communicated to the affected employees 7 (seven) calendar days prior to the training.

In Witnesseth Whereof the Company and the Union have executed this LOU on the day and date first written above.



For the Company

For the Union

**Letter of Understanding**

**Between**

**CertainTeed Gypsum Canada Inc.**

For its Calgary Wall board Plant (herein known as the Company)

and the

**Cement, Lime, Gypsum, and Allied Workers**

**A division of the**

**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers,**

**Local Lodge D 345**

It is hereby stipulated by and between CertainTeed Gypsum Canada Inc. ("the Company") and Local Lodge D 345 of the Boilermakers ("Union") this 11th day of October 2017 that an agreement has been reached to the following:

Employees who volunteer to be members of Pillar Board teams are expected to be active in Pillar activities and projects. Training will be provided to members of their specific Pillar Board. Overtime required to complete the necessary Pillar activities and projects will be offered to qualified members of the Pillar teams responsible for activities and projects specific to their Pillar Board.

Pillar Projects which require additional hourly resources will post for additional project team members based on the requirements of the project. These postings will be granted based on Seniority.

In Witnesseth Whereof the Company and the Union have executed this LOU on the day and date first written above.



For the Company

For the Union