# 2019 – 2023

## **COLLECTIVE AGREEMENT**

## BETWEEN



A DIVISION OF CHAMPION CANADA INTERNATIONAL ULC LETHBRIDGE, ALBERTA

AND

UNITED STEELWORKERS



UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

> LOCAL 1-207 EDMONTON, ALBERTA

**DECEMBER 1, 2019 – NOVEMBER 30, 2023** 

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#### **COLLECTIVE AGREEMENT**

#### **Between**

#### SRI HOMES - REGENT A Division of Champion Canada International ULC Lethbridge, Alberta (hereinafter referred to as the "Employer")

#### - and -

#### UNITED STEELWORKERS, LOCAL 1-207 Edmonton, Alberta (hereinafter referred to as the "Union")

#### ARTICLE 1 PREAMBLE

SECTION 1 WHEREAS, it is the intent and purpose of the parties hereto that this Collective Agreement will promote and improve industrial and economic relationships between the Employees and the Employer, and to set forth herein the basic Collective Agreement covering the rates of pay, hours of work, and conditions of employment to be observed between the parties, hereto:

The Employer accepts responsibility to observe each and all provisions and conditions of this Collective Agreement, and to promote orderly and peaceful relations with the Employees.

The Union accepts responsibility to observe each and all provisions and conditions of this Collective Agreement, and to promote orderly and peaceful relations with the Employer.

The parties hereto mutually agree as follows:

#### ARTICLE 2 UNION RECOGNITION

SECTION 1 Scope

The Employer recognizes the Union as the sole Collective Bargaining agent for all Employees at its Lethbridge Plant, Alberta, with the exception of office staff, confidential employees, foremen, inspectors, permanent field service personnel, and those having the right to hire and fire.

SECTION 2 Negotiating Committee

For the purpose of this Section, the Union shall elect a Negotiating Committee of four (4) members for Collective Bargaining and shall provide the Employer with a list of the personnel comprising such Negotiating Committee and changes made therein from time to time within ten (10) days of election or subsequent change in the personnel of such Negotiating Committee.

#### SECTION 3 Union Access

Official Union representatives shall obtain access to the Employer's operations for the purpose of this Collective Agreement, which shall be granted by the Employer on request and subject to such terms and conditions as may be laid down by the Employer.

#### SECTION 4 No Discrimination

There shall be no discrimination, coercion, interference or restraint by the Employer or by the Union or by Representatives of either party against or among Employees because of race, creed, color, sex, religion, national origin or for any other reason.

#### SECTION 5 Contracting Out

The Employer agrees that it will not contract out any work that is normally done by bargaining unit Employees without prior agreement with the Union Committee.

#### ARTICLE 3 UNION SECURITY

#### SECTION 1 Union Shop

All Employees of the Employer presently employed, and all new Employees shall, become members of the Union and maintain membership therein throughout the term of this Collective Agreement, as a condition of continued employment.

#### SECTION 2 Discharge of Non-Members

Notwithstanding anything contained in the foregoing Section 1 of this Article, no Employee shall be subject to discharge, except for refusal to pay Union dues and/or assessments. If an Employee fails to pay Union dues within seven (7) days after the Employer and Employee have been notified by the Union of the Employee's delinquencies, such Employee shall be discharged forthwith by the Employer.

#### SECTION 3 Union Membership

No Employee shall be subject to any penalty against their application for membership or reinstatement except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local 1-207, Edmonton, Alberta, which the Local Union has certified as being correct. Any Employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

#### SECTION 4 Check-Off

The Employer shall require all new Employees at the time of hiring to execute the new assignment of wages shown in Exhibit "A", in duplicate, the forms to be supplied by the Union. This assignment in the case of Employees already members of the Union shall be effective immediately; and for those Employees not previously members of the Union, it shall become effective thirty (30) days from the date of execution.

#### SECTION 5 Dues Deduction on T4 Slips

The Employer agrees to show the Union dues deductions for an Employee on the Employee's T-4 slip.

#### SECTION 6 Humanity Fund

The Employer agrees to deduct the amount of forty (\$0.40) cents weekly from the wages of all Employees in the bargaining unit as a charitable donation to the Humanity Fund, and to remit these deductions quarterly, accompanied by a list of all Employees from whom the deduction has been made, to:

United Steelworkers Humanity Fund 800-234 EGLINTON AVE E, TORONTO ON M4P 1K7 Any Employee may decline participation in the Humanity Fund by providing a written request to do so to the Union Executive Committee. Employees wanting to participate or cease participation can do so once per year by December 1st of each year and their request will be processed by January 1st of the following year. The Employer shall record on each Employee's T-4 slip the annual amount of Humanity Fund donations deducted on the Employee's behalf.

#### ARTICLE 4 MANAGEMENT RIGHTS

- SECTION 1 The Employer retains sole and exclusive responsibility for the management of the business, except as specifically modified by the terms of this Collective Agreement. The following rights of management are not all inclusive, but indicate the type of rights that are inherent to management.
- SECTION 2 The operation of the plant; the determination of products to be manufactured; the methods, processes, materials, means and times of manufacturing; the direction of the working forces; the rights to maintain quality and efficient operation; to assign work, schedule production; hire, transfer in accordance with the terms of this Collective Agreement; promote, in accordance with the terms of this Collective Agreement; promote, discipline, suspend and discharge any Employees for proper and just cause; to relieve Employees from duties because of lack of work or for other legitimate reasons; to extend, limit or curtail its operation. To establish, amend, and enforce the necessary rules and regulations for plant conduct.

#### ARTICLE 5 UNION COMMITTEE

#### SECTION 1 Composition

A Union Committee comprised of four (4) Members selected in any approved manner by the Union shall represent the Employees covered under this Collective Agreement for the purpose of grievance handling and contract negotiations.

#### SECTION 2 Union/Management Meeting

Such Union Committee shall meet with management representatives at least monthly, or at such other times requested by either party. A member of the Union Committee shall keep minutes from Union/Management meetings which are not to be published or put on the bulletin board.

#### SECTION 3 Union Orientation

The Employer and the Union agree that it is important for newly hired Employees to be introduced to the Union and the Collective Agreement. As such, the Employer will provide for a Union Committee Member to give a Union Orientation for all new Employees, once per week on Thursday immediately following the shift, and shall include all new Employees hired since the last orientation.

The Employer will notify the Union Committee on Thursday morning of each week of the names of all newly hired Employees that week. The Employer will notify all newly hired Employees that week of the Union Orientation meeting that Thursday immediately following the shift.

In addition, the Employer agrees to introduce all new and transferred Employees to the Shop Steward of the assigned work area before commencing work.

#### ARTICLE 6 DISCIPLINE

#### SECTION 1 Disciplinary Action

- (a) An Employee who has successfully completed the probationary period, shall not, for disciplinary reasons, receive a written warning, suspension or be dismissed, except for just cause. Disciplinary action is to be confirmed in writing, with a copy to the Union.
- (b) Before any disciplinary action (suspension, discharge, verbal or written warnings) is taken against an Employee; a member of the Union Committee must be notified, and that Employee must have present a Union Committee member of their choice who is on site during that shift.

#### SECTION 2 Removal of Discipline

Warning slips will be dropped from an Employee's record after a period of one thousand, forty (1040) worked hours, except for warning slips for major violations of the Employer's plant rules and policies which will be dropped after a period of two thousand, eighty (2080) worked hours. However, if additional warning slips for major violations are handed out, both or all will remain on file for a period of two thousand, eighty (2080) worked hours from the date of issuance of the last warning.

#### ARTICLE 7 GRIEVANCE PROCEDURE

#### SECTION 1 Principle

Should any difference arise between the Employer and any member of the bargaining unit or the Employer and the Union, during the term of this Collective Agreement, as to the interpretation and application of the provisions of this Collective Agreement, an earnest effort shall be made to settle such differences promptly in the manner provided by the procedures outlined below:

#### SECTION 2 Grievance Steps

By individual Employee:

#### Step 1

The individual Employee shall first take up the matter with the foreman in charge of the work within seven (7) working days of the occurrence causing the grievance. The grievant shall have a member of the Union Committee of their choice accompany them. The Employer shall have seven (7) working days to provide a Step 1 response to the grievance.

#### Step 2

If the question is not satisfactorily settled at Step 1, the Union Committee shall take up the matter with the Production Manager by the third (3rd) working day after the completion of Step 1. A statement in writing of the alleged grievance together with a statement in writing by the foreman shall be exchanged by the parties concerned. The Employer shall have three (3) working days to provide a Step 2 response to the grievance.

#### Step 3

If settlement is not obtained in Step 2, then the matter shall be presented in writing to the General Manager, or designate, by the third (3rd) working day after completion of Step 2. Representatives of the National Union and the Employer may attend meetings at this step. The Employer shall have three (3) working days to provide a Step 3 response to the grievance.

#### Step 4

If a satisfactory settlement is not reached in Step 3, the grievance shall be referred to arbitration as set forth in this Collective Agreement.

If either party fails to process the grievance in the timelines spelled out above, then the grievance shall automatically be advanced to the next step. Time limits shall be extended as mutually agreed by the parties.

SECTION 3 Union Grievance

#### By the Union:

In the event that the Union wishes to process a grievance it shall present the grievance in writing to the General Manager, or designate, within seven (7) working days of the occurrence causing the grievance. The procedure as outlined in Step 3 will then apply.

#### SECTION 4 Refer to Arbitration

In the event that settlement is not obtained in Section 2 or Section 3 above, either party may submit the grievance to arbitration within ten (10) working days of exhausting the procedures set forth.

#### SECTION 5 Arbitration Procedure

The procedure for arbitration will be in accordance with pertinent parts of the Alberta Labour Code which would apply after the Grievance Procedure contained herein has been exhausted by the parties.

#### SECTION 6 Union Committee Pay

Union Committee members shall be allowed necessary time off without loss of pay, as may be required to process grievances under Step 1 of the Grievance Procedure. A Union Committee member shall first secure permission from their foreman before leaving their job, and such permission shall be granted without undue delay.

#### SECTION 7 Grievance Meetings

Meetings held to process Step 2 or 3 of the Grievance Procedure shall be held during working hours without loss of pay.

#### ARTICLE 8 STRIKES AND LOCKOUTS

#### SECTION 1 Strikes and Lockouts

The Employer agrees it will not cause or direct any Lock Out of its Employees and the Union agrees that there will be no Strikes or any other collective action which will stop or interfere with production, except as provided for under the terms of the Alberta Labour Code.

#### ARTICLE 9 <u>SENIORITY</u>

#### SECTION 1 Defined

Seniority is hereby defined as the length of an Employee's service from their last date of hire at SRI Homes - Regent, Lethbridge, Alberta.

#### SECTION 2 Transfers and Promotions

In all cases of transfers and promotions, the determining factors shall be seniority and qualifications.

#### SECTION 3 Probation Period

All new Employees shall be regarded as probationary for the first three hundred and sixty (360) hours of their employment. The Employee must work all scheduled work hours during this period, if not, for any reason, the probationary period will be extended until the three hundred and sixty (360) hours period is satisfactorily completed.

Release of an Employee prior to completion of their probationary period shall not be subject to the Grievance Procedure.

#### SECTION 4 Seniority Retention

It is agreed between the parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year seniority shall retain their seniority for a period of six (6) months.
- (b) Employees with more than one (1) year seniority shall retain their seniority for eighteen (18) months, plus two (2) additional months for each year of service.

#### SECTION 5 Loss of Seniority

Seniority will be lost for the following reasons:

- (a) When an Employee voluntarily quits their job.
- (b) When an Employee is discharged for just cause.
- (c) If an Employee fails to report for work on a regular scheduled workday and also fails to telephone or otherwise notify the Production Manager, foreman or designate before the start of the Employee's shift on the first day of such absence that the Employee is unable to report to work. This Section will not apply if an Employee proves reporting to the Production Manager, foreman or designate was not possible. An Employee will receive at least one (1) verbal warning and one (1) written warning prior to invoking this clause as per Article 6, Section 2.

If an Employee loses their seniority and does not have further discipline for violations as outlined in (c) above for a one hundred and twenty (120) working day period, the seniority shall be reinstated. If further discipline is received the loss of seniority will apply until the Employee has achieved a two hundred and forty (240) working day period without further discipline under (c) above.

- (d) Chronic absenteeism which is substantially in excess of the absenteeism rate, if uncorrected after written warning.
- (e) If an Employee fails to return to work within five (<u>5</u>) working days after being notified by certified or registered letter at their last known address, unless circumstances to comply are beyond the control of the Employee. Date of notification is hereby defined as the date stamped on the registered or certified letter.
- (f) If an Employee does not return at the expiration of a leave of absence or gives false reason for such leave.

#### SECTION 6 Seniority List

It is agreed that upon the request of the Union, a list will be supplied by the Employer, stating the Employee's name, mailing address, phone number, position, hourly wage rate, and starting date of each regular Employee. However, such requests shall not be granted more than quarterly during each year. The Employer will provide monthly, a seniority list to the Union Committee.

The Employer will post on the bulletin board once every three (3) months an updated seniority list showing the Employee names and date of hire.

#### SECTION 7 Job Posting

Whenever a bargaining unit job becomes open or a vacancy occurs in the bargaining unit, such job or jobs shall be posted for bid within four (4) working days and the posting will describe the vacancy or new job including the rate of pay and the hour and date bids close.

For purposes of this Article there shall be "Individual Postings" and "Area Postings".

Individual Postings:

- Cabinet Set
- Ceilings
- Doors & Windows (Installation)
- Roofing
- Interior Panels/Panel Work Off
- Moulding, Interior Doors, Vinyl and laminate floor
- Painter
- Shipper
- Material Handlers/Receiver
- Maintenance
- Janitor
- Mill Sawyer
- Truss Press
- Partition Set

#### Area Postings:

#### Floors

- Framing
- Decking
- Duct Maker
- Lino

#### Walls

- Windows and Doors (Framing)
- Partitions
- End Walls
- Sidewalls
- Panel Saw

#### Laminate Room

- Counter Top Builder
- Laminator

#### **Carpet Installation**

- Cutting
- Installing

#### Exterior

- Siding Installers
- Exterior Finish
- Soffit & Facia
- Exterior Painter

#### **Final Finish**

- Work Off
- Cleaners
- Drapery / Blinds
- Tile Install
- Accessory Install
- Bypass Doors / Access Panels
- Shelving

#### Drywall

- Mudding
- Taping

#### **Cabinet Shop**

- Cabinet Builders
- Doors (Manufacture & Assembly)
- Edge Bander
- Cabinet Shop Sawyer
- Hinging
- Drawers
- Boring Machine
- Cabinet Work Off
- CNC Machine Operator

#### Electrical

#### Welders

- Journeyman
- Apprentice

#### Plumbing

• Plumbing Tester

#### **Pool Crew**

#### Ceiling Set

- Set Ceilings
- Exterior Sidewall Sheathing
- Ceiling Insulation

#### **Exterior Sheathing**

- Roof
- End Walls

Bids shall be in writing (in triplicate) with one copy to the Production Manager and one copy to the Union Committee. All bids must be turned in by the end of the posting period. The Employer shall determine when a vacancy exists. If the Employer places a temporary Employee in a newly created or permanently vacated job, it shall indicate that a job vacancy exists.

- (a) Employee failing to bid on a job within the four (4) working days shall be considered as having refused the bid.
- (b) If there are no bidders for such jobs, the Employer may hire a new Employee. Such Employee must be hired within twenty (20) working days of the close of such bid as specified in paragraph (a) above. In order for the said job to be filled from within such job must be re-posted.
- (c) When the vacancy is posted on a plant-wide basis the most senior Employee shall receive preference for a trial period consistent with paragraph (f) below.
- (d) The Employer shall have the right to fill any vacancy that occurs in the bargaining unit by temporary transfer pending the posting and awarding of any bid for such job.
- (e) An Employee absent for good cause (vacation, illness, death or illness to immediate family, accident or Union business) at time of job posting will be allowed to make application within two (2) working days of their return but in no event later than twenty (20) working days after date of posting of such new job or vacancy.
- (f) Successful bidders shall be granted a trial period of fifteen (15) working days to meet the qualifications for the new job. The Employer shall have the right to extend such trial period for a maximum of an additional fifteen (15) working days at the employer's discretion. There may be a third additional trial period of a further fifteen (15) working days if the reasons for such extension are given to the Employee and the Labour/Management Committee. If, during such trial period, it is determined that the Employee does not have the necessary skill and ability to perform the job in an efficient manner, the Employee shall be returned to their previous job and rate of pay. It is agreed however, that for good and sufficient cause, an Employee may voluntarily return to their former job before expiration of the trial period without loss of plant seniority. If an Employee is returned to their previous position or voluntarily returns to their former job, then, before the job is reposted, the other Employees who bid for the posting will be given first chance for the posting. When a lead hand is training an Employee, the Employer will endeavor to keep the lead hand and the trainee in the general area of training. If the lead hand is required to leave the area for trouble shooting purposes, all efforts will be made to reunite the lead hand and trainee as soon as possible.

- (g) The Employer shall post notice behind glass on the locking bulletin board, of the name of the Employee promoted to the job within three (3) working days after close of the bid. The Employee receiving the posting will commence their new posting as quickly as possible, but not later than thirty (30) calendar days after being awarded the posting. If an Employee is not moved within thirty (30) calendar days, the reasons why and status of the posting will be discussed and reviewed at the next Labour/Management Committee meeting.
- (h) When a senior bidder is denied the job, the Employee shall be given the reason for the refusal prior to posting the successful bidder's name on the bulletin board.
- (i) In the event, all Employees having seniority have been called back and are in their position, and more Employees are needed to increase production, all permanent positions in Group 3 will be frozen for one hundred, twenty (120) days and all new positions in Group 3 will be filled "temporarily". Within one hundred, twenty (120) days if management deems necessary to maintain the increased production level, these temporary positions will be bid to all Employees for permanent reassignment. Normal bidding for vacated positions not as a result of ramping up shall continue throughout this period.
- (j) Employees will be allowed two (2) successful bids in any twelve (12) month period. The Employer will maintain a bid list showing each Employee's name and the dates of their last two bids.

For purposes of this section, a successful bid means the Employee has successfully completed their trial period.

- (k) The Employer has the right to make temporary transfers to fill temporary vacancies that occur within the bargaining unit up to a period not exceeding thirty (30) calendar days. No Employee will be transferred in accordance with this Section unless mutually agreed upon. Any extension of the above-mentioned time limits shall be by mutual agreement only.
- (I) Students returning to full time studies at a high school or recognized post-secondary educational institution may be hired on a term basis.

Notwithstanding Article 9, Section 4, students hired under this article shall be on a probationary basis through the term of their employment and not be eligible for any benefits outlined in Article 16 of this Collective Agreement.

At the end of the student's employment term, the student will be considered terminated.

In the event a student elects not to return to their studies, at management's sole discretion the student may be rehired under the normal hiring process in this Collective Agreement. Such Employee shall have their seniority date recognized from the date of hire as a student. (m) The following job positions have been identified as the ones in which the Employer may hire new Employees directly into a vacancy:

Walls Ceiling Set Roofing Interior Panels/Panel Work off

Drywall Carpet Installation Partition Set

Current Employees may indicate at any time their desire to fill the next available vacancy in these positions.

If no current Employees have indicated their desire to fill these vacancies, the Employer may hire new Employees directly into these vacancies.

If an Employee bids on a position listed in Article 9, Section 7(m), it will not count as one (1) of their bids for purposes of Article 9, Section 7(j).

To facilitate this process, Article 9, Section 7(m) will be permanently posted on the bulletin board.

The Employer and the Union may, by mutual agreement, add or delete positions identified in this paragraph.

#### SECTION 8 Layoff and Recall

#### Layoff

When a reduction in forces becomes necessary:

- (a) All probationary Employees shall be laid off first provided there are senior Employees qualified to do the work.
- (b) When further layoffs are necessary, the Employee with the least seniority shall be laid off first, provided there are senior Employees qualified to do the work.
- (c) The Employer will give five (5) working days notice prior to a layoff unless emergency shutdown conditions exist beyond the reasonable control of the Employer. Where a reduction of forces is caused by an emergency the application of seniority may be postponed up to a period of five (5) working days. Where the emergency exceeds five (5) working days the plant seniority will apply. Where the Employer has decided to exercise its rights under this provision they shall notify the Union Committee immediately.
- (d) If Employees being laid off can be assigned to other work, such assignment shall be made providing that the Employees retained by reason of seniority are capable of performing the work available.
- (e) When reducing the work force, senior Employees shall be retained over less senior Employees provided that Employees to be retained by reason of seniority are capable of performing the work available. This would also apply to a plant cleanout.
- (f) Bargaining Unit Employees from the pool crew shall be laid off in accordance with the Employees seniority on a plant seniority basis.

#### Recall

- (a) In the event of a layoff, Employees will be recalled in the order of plant wide seniority provided the Employee is qualified to perform the work required. If someone is recalled to work and cannot perform the work for which they were recalled they will not qualify for notice under Section 9(c) above. Should there be no person on layoff qualified to perform the work required, the most senior person on layoff will be offered training to fill the available position. If the most senior person declines the available training/position, they remain on layoff and the next senior person(s), in descending order will be given the offer.
- (b) During a layoff, Employees are requested to phone in on a day or days to be determined by the Employer. For layoffs in excess of thirty (30) days, the Employer will be responsible to contact Employees for recall.

It shall also be the Employee's responsibility to inform the Employer of any change to their address or telephone number.

#### SECTION 9 Supervisor Return to Bargaining Unit

Bargaining unit Employees accepting a transfer to a salaried staff position shall continue to accumulate seniority for a period of one hundred and twenty (120) days. Should the Employee elect to return to the bargaining unit within the one hundred and twenty (120) day period, the Employee shall be returned to the job vacated by the transfer. At the end of the one hundred and twenty (120) day period, the Employee forfeits all rights to return to the bargaining unit. If the Employer wishes to retain the services of the Employee they would have to be rehired as a new Employee into the bargaining unit.

If the Employee returns to the bargaining unit within the one hundred and twenty (120) day trial period the Employee shall be required to pay, for the time in the salaried staff position the same Union dues and assessments that are paid by other Employees in the bargaining unit.

#### SECTION 10 Severance Pay

Employees terminated by the Employer because of permanent closure of the manufacturing facility (Lethbridge plant) shall be entitled to severance pay equal to five (5) days' pay (a day is defined as eight (8) hours straight time pay) for each year of continuous service and thereafter for partial years in increments of completed months of service with the Employer. Maximum eight (8) weeks' pay.

#### ARTICLE 10 LEAVE OF ABSENCE

#### SECTION 1 Injury and Illness

The Employer will grant a leave of absence without pay to Employees suffering injury or illness for the term of this Collective Agreement, subject to a medical certificate, if requested by the Employer. The Employee shall report or have cause to have reported to the Employer the injury or illness which requires the Employees absence from the Employer as soon as may be reasonably possible.

#### SECTION 2 Compassionate, Military Leave, etc.

An Employee desiring an extended leave of absence, without pay, for special reasons, including Compassionate and Military leave, must apply as soon as is reasonably possible prior to the Leave period, stating the reason in writing. Such leaves shall not exceed three (3) months, except upon mutual agreement in writing between the Employee and the Employer. In no event will such leave exceed six (6) months. The Employer reserves the sole right to grant or not grant such leaves. In the event a request is denied, the Employer will inform the Employee of the reason within five (5) days from the time such request is received.

#### SECTION 3 Union Business

- (a) The Employer will grant a leave of absence without pay for a period up to and including two (2) weeks, plus travel time to Employees who are elected or selected as representatives to attend to Union business respecting the Employees. The Employer shall not be required to grant such leave when the number of Employees on leave, or to be on leave at any one time under the Section, exceeds three (3) in number; provided that the Employer will grant leave to more than three (3) Employees where, in the Employers opinion, it will not have the effect of interfering with the normal flow of production.
- (b) In order for the Employer to replace the Employee with a substitute, it is agreed that before the Employee receives the leave of absence set forth in clause (a) above, the Employer shall be given five (5) working days' notice in writing, except in cases of emergency.

#### SECTION 4 Union Leave

An Employee who accepts full time employment with United Steelworkers shall be granted a leave of absence for a period up to four (4) years. Further leave of absence may be granted by mutual consent.

#### SECTION 5 Maternity/Parental/Paternity Leave

#### Maternity/Parental Leave

Maternity/Parental leave shall be granted at a level required by Provincial Labour Legislation. At the time of the contract's ratification the Provincial Labour Legislation required:

"Alberta Employees are entitled to up to one year of unpaid, job protected leave in the event of birth and up to sixty-two (62) weeks on the adoption of a child.

Birth mothers can take up to sixty-two (62) consecutive weeks of unpaid job protected leave. This is made up of sixteen (16) weeks maternity leave and forty-six (46) weeks parental leave.

Fathers and/or adoptive parents are eligible for up to sixty-two (62) consecutive weeks of unpaid, job protected parental leave. Adoptive parents can take parental leave regardless of the age of the adopted child.

Parental leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed sixty-two (62) weeks."

Certain restrictions apply and Employees should further consult current legislation.

Extended maternity leave, prior to the birth of the child shall be subject to a medical certificate (confirming the inability to work) as may be requested by the Employer, and will be considered a medical leave for benefit purposes.

<u>Paternity Leave</u> - The Employer will grant three (3) days of unpaid leave to male Employees at the time of birth of their child.

#### SECTION 6 Written Permission

All applications for leave of absence shall be submitted and replied to in writing.

#### SECTION 7 Bereavement Leave

An Employee who is absent from work due to a death of a member of the Employee's immediate family:

Father	Child	Grandchild
Mother	Brother	Grandparents in-law
Father in-law	Sister	Son in-law
Mother in-law	Brother in-law	Daughter in-law
Step parents	Sister in-law	Aunts
Step children	Step siblings	Uncles
Spouse	Grandfather	Nieces
Common law spouse	Grandmother	Nephews

Shall receive pay for the time lost from the Employees regular work schedule not to exceed three (3) days of eight (8) hours each at the Employees regular rate within fourteen (14) days of the death.

Further extended leave without pay may be granted when death is out of province. To be eligible for bereavement pay for a common law spouse the Employee must show proof that the common law relationship had been in effect at least six (6) months prior to the death of the spouse.

#### SECTION 8 Pay for Jury Duty

Any regular full-time Employee who is required to perform jury duty, including Coroner's jury duty or as required to appear as a Crown witness or Coroner's witness, on a day which the Employee would normally have worked, will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and the Employees regular straight time scheduled hours of work.

It is understood that reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week less pay received for the said jury or witness duty.

The Employee will be required to furnish proof of jury or witness duty and the jury or witness pay received.

Any Employee called for such jury service will be required to report to work if excused from jury duty prior to the end of the normal shift.

#### SECTION 9 Recognition for Vacation and Holiday Pay

Hours paid for under the provisions of this Section will be counted as hours worked for the purposes of qualifying for vacation and fully recognized paid holiday, but will not be counted as hours worked for the purpose of computing overtime.

#### SECTION 10 Domestic Violence Leave

- (a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access up to ten (10) days of unpaid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be above existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval.
- (c) The Employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

#### ARTICLE 11 VACATIONS WITH PAY

#### SECTION 1 Vacation Entitlement

For the purpose of Section 1 of this Article "Wages" shall include regular wages, overtime premium, shift differential, statutory holiday pay, vacation pay, bereavement pay, jury duty pay, seniority bonuses and first aid amounts, for all vacations earned after December 1, 2014.

The annual vacation for Employees with one (1) to five (5) years' service covered by this Collective Agreement shall be two (2) weeks, and the pay therefore shall be based upon five (5%) percent of wages earned by the Employee during the working year.

An Employee with one (1) to five (5) years' service whose employment is terminated shall receive vacation pay at the rate of five (5%) percent of the wages earned during the period of entitlement.

The annual vacation for Employees with over five (5) and up to ten (10) years' service covered by this Collective Agreement shall be three (3) weeks, and the pay therefore shall be based upon seven (7%) percent of wages earned by the Employee during the working year.

An Employee with over five (5) and up to ten (10) years' service whose employment is terminated shall receive vacation pay at the rate of seven (7%) percent of the wages earned during the period of entitlement.

The annual vacation for Employees with over ten (10) years and up to fifteen (15) years' continuous service covered by this Collective Agreement shall be four (4) weeks, and the pay therefore shall be based upon nine (9%) percent of wages earned by the Employee during the working year.

An Employee with over ten (10) years and up to fifteen (15) years' continuous service whose employment is terminated shall receive vacation pay at the rate of nine (9%) percent of the wages earned during the period of entitlement.

The annual vacation for Employees with over fifteen (15) years and up to twenty-five (25) years' continuous service covered by this Collective Agreement shall be five (5) weeks, the pay therefore shall be based upon eleven (11%) percent of wages earned by the Employee during the working year.

An Employee with over fifteen (15) years and up to twenty-five (25) years' continuous service whose employment is terminated shall receive vacation pay at the rate of eleven (11%) percent of the wages earned during the period of entitlement.

The annual vacation for Employees with over twenty-five (25) years and up to thirty (30) years continuous service covered by this Collective Agreement shall be six (6) weeks, the pay therefore shall be based upon thirteen (13%) percent of wages earned by the Employee during the working year.

An Employee with over twenty-five (25) years and up to thirty (30) years continuous service whose employment is terminated shall receive vacation pay at the rate of thirteen (13%) percent of the wages earned during the period of entitlement.

An Employee with over thirty (30) years continuous service whose employment is terminated shall receive vacation pay at the rate of fifteen (15%) percent of the wages earned during the period of entitlement.

#### SECTION 2 Plant Wide Vacation Shutdown

In the event the Employer declares a plant-wide shutdown by closing the plant down for a specified period for the purpose of Employees vacation, the Employer agrees to give the Employees at least forty-five (45) days' advance notice.

Where no plant-wide shutdown occurs, or where Employees are eligible for vacation time in excess of the scheduled shutdown, the Employees shall have the vacation time scheduled at such time mutually agreed between the Employer and the Employee.

A holiday list will be posted when the plant-wide shutdown is announced so that all Employees may indicate their choice of time. The holiday list will be closed off after forty-five (45) calendar days and priority given to allow senior Employees first choice provided their names have been entered on this list. The Employer will provide written confirmation for vacation within forty-five (45) days of the closing of the Holiday list.

An Employee is eligible for vacation on their anniversary date of employment and these earned vacations shall be scheduled during the vacation period from January 1st to December 31st of each year.

#### SECTION 3 Statutory Holiday

When a Statutory Holiday falls on a regular workday, Monday through Friday inclusive, within an Employee's vacation period, a day in lieu shall be granted at the beginning or the end of the said vacation period (except for vacation booked between June 01 - September 30).

#### ARTICLE 12 STATUTORY HOLIDAYS

SECTION 1 Pay for Working Statutory Holidays

- (a) All Employees who work on New Year's Day, Remembrance Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, the day before Christmas, Christmas Day, Boxing Day, Heritage Day, Easter Monday, will be paid double (2X) regular rate of all hours worked.
- (b) In the event that one of the above-mentioned Statutory Holidays falls on a Saturday, the previous Friday will be observed as the holiday and should such holiday fall on a Sunday, it will be observed on the following Monday.

#### SECTION 2 Statutory Holidays

An hourly rated Employee who qualifies for the following holidays, that is, New Year's Day, Remembrance Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, the day before Christmas, Christmas Day, Boxing Day, Heritage Day, Easter Monday, under the conditions set below, shall be paid for the holiday at the Employees regular rate for their regular work schedule.

#### SECTION 3 Holiday Pay

An Employee to qualify for the holiday pay must have been on the payroll for a total of thirty (30) calendar days during the twelve (12) months immediately preceding the paid holiday.

#### SECTION 4 Qualifying Conditions

An Employee to qualify for holiday pay must have worked their regular shift immediately prior to and succeeding the holiday unless the Employee can provide an explanation that is satisfactory to the Employer, or the Employee is on compensable injury or illness and the holiday falls within thirty (30) days of commencement of leave and the Employee returns to work thereafter.

Notwithstanding the above, the Employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

Notwithstanding the above, an Employee shall not receive holiday pay for any Statutory Holidays that fall during any period of layoff in excess of fourteen (14) calendar days. Employees shall receive holiday pay for Statutory Holidays that fall during any period of layoff of fourteen (14) calendar days or less, provided they meet the requirements above.

#### SECTION 5 Holiday Pay While on Leave

Notwithstanding anything to the contrary set out in Section 4 hereof, Employees on leave of absence under Article 10, Sections 3 and 4, shall not qualify for paid statutory holidays which fall within the term of the period of leave.

#### SECTION 6 Recall Bonus

The housing industry has intermittent work cycles based on customer demand therefore layoffs are common and should be expected. To encourage Employees to return after an extended layoff the Employer will provide an incentive to return in the form of a recall bonus on the following terms:

If the layoff is less than or equal to two (2) weeks, no recall bonus will be paid, and Employees will receive pay for statutory holidays in accordance with Article 12, Section 4. If the layoff has been greater than two (2) weeks, a recall bonus calculated by way of the amount of wages that would have been payable with respect to any Statutory Holidays falling during such layoff (to a maximum of four (4) Statutory Holidays).

The recall bonus shall not be payable unless the Employee has worked their last scheduled day before and their first scheduled day after the holiday(s). The recall bonus will be payable to the Employee on the first regular pay period following the Employees return to work. In order to qualify for the recall bonus the Employee must be recalled to work within ninety (90) days of the layoff.

#### ARTICLE 13 HOURS OF WORK AND OVERTIME

#### SECTION 1 Hours of Work and Overtime

It is agreed by the parties to this Collective Agreement that the following shall cover the hours of work in the Employer's operation for all Employees covered by this Collective Agreement.

The basic work week shall constitute five (5) days, Monday through Friday. The normal but not guaranteed hours are eight (8) hours per day, forty (40) hours per week, 7:30 AM. to 4:00 PM., Monday through Friday, with any changes to be mutually agreed between Union and the Employer.

Employees will be paid regular rate and one-half (1-1/2) for any hours worked over eight (8) hours per day and double (2X) regular rate for any hours worked over ten (10) hours per day, Monday through Friday.

If a Statutory Holiday occurs during the work week, the Employees shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such time Employees shall be paid rate and one-half (1-1/2).

It is further agreed that the rest days of all Employees shall be Saturday and Sunday, for which rate and one-half (1-1/2) will apply for the first four (4) hours on a Saturday. All work in excess of four (4) hours on Saturdays, and all work worked on Sunday shall be paid at double (2X) regular rate, regardless of the number of hours worked in the regular work week.

#### SECTION 2 Shift Determination

The Employer shall have the right to determine the number of shifts operated in any unit or department of the operation.

#### SECTION 3 Rest Periods

All Employees shall be entitled to two (2) twelve (12) minute rest periods each day. One rest period shall be taken in the forenoon at 10:00 AM. and one in the afternoon at 2:30 PM. unless a change is mutually agreed upon by both parties. In the event that an Employee is scheduled overtime after 4:00 PM the Employee shall receive a twelve (12) minute rest period at 4:00 PM.

#### SECTION 4 Rest Period Mutually Postponed

All Employees shall be permitted to take breaks when scheduled unless mutually postponed.

#### SECTION 5 Shift Differential

Any Employee working on a shift other than the regularly scheduled day shift shall receive a shift differential of fifty (\$0.50) cents per hour. Shift differential will not be paid for any shifts starting within two (2) hours of regularly scheduled shift.

#### SECTION 6 Overtime Notice

In the event the Employer asks any Employee to work overtime, the Employer will give the Employee at least one (1) hour notice, prior to the end of their shift. Employees will be allowed to phone home before agreeing to the overtime that they are offered.

#### SECTION 7 Overtime Policy

Overtime opportunities will be offered in order of seniority to:

- 1. The senior person who was performing the work at the time the request was made.
- 2. The senior person in the area who is competent to do the work (NOTE if the senior person is a "pool" they must have been in the area for at least 3 hours that day already to be considered for overtime).
- 3. All other Employees by plant seniority, who are qualified to perform the work.
- 4. Overtime opportunities on the weekend will be offered to all Employees, by plant seniority, who are qualified to perform the work.

#### ARTICLE 14 CALL TIME

#### SECTION 1 Reporting Pay

Employees shall be paid four (4) hours reporting pay in the event that they are not notified, either verbally or otherwise, to remain absent from their work before the beginning of the shift for which they report; provided that only Employees who report for work, without knowledge of no work available, shall be entitled to reporting pay; and further provided that, under emergency shutdown conditions beyond the reasonable control of the Employer, the Employer shall be exempt from the reporting pay otherwise granted.

#### SECTION 2 Commences Work

In the event an Employee commences work on their shift and the operation closes prior to the completion of the shift, the Employee shall be entitled to pay for the number of hours worked, with a minimum of four (4) hours pay.

#### SECTION 3 Called Back

Any Employee called back to work after the Employees regular hours of work and after the Employee has left the plant, shall receive a minimum of four (4) hours pay at double (2X) regular rate or the actual hours worked at double (2X) regular rate.

#### ARTICLE 15 SAFETY AND HEALTH

#### SECTION 1 Safety Items

The Employer and the Employees will cooperate to assure safe working methods and conditions and devise plans for the furtherance of safety measures.

The Employer shall provide at no cost to Employees the following safety items:

Dust mask	Welder's aprons	Hard hat
Respirators	Ear plugs	Knee pads
Safety goggles	Coveralls	Earmuffs
Face shields	Gloves	

These items to be made available to Employees so designated by the Safety Committee and a management representative. These items to be replaced free of charge when these items are returned worn or damaged.

The above items to be distributed without delay.

#### SECTION 2 Boot and Clothing Allowance

Each Employee with one or more years of service, will receive semi-annually a one hundred (\$100.00) dollar payment for a boot and clothing allowance to be paid on the first pay period following May 31 and the first pay period following November 30 of each year.

#### SECTION 3 Coveralls

Employees who post into the painter or mud/tape positions will be provided two (2) pairs of coveralls. The coveralls will remain the property of the Employer and must be returned annually to receive replacement coveralls, or on the occasion of the Employee leaving the Employer's employ. Failure to return the coveralls will result in the Employee having the cost deducted from the Employee's paycheque. The Employer shall be responsible for washing and maintaining the coveralls. The Employer may provide used coveralls.

#### SECTION 4 Tool Replacement

The Employer will replace broken and worn-out items on presentation of the worn or broken items as follows:

Side cutters
Outlet testers
Hammers
Hammer tackers
Drywall trowels and pans

Items broken outside of the workplace will not be replaced.

#### SECTION 5 Outside Clothing

The Employer will purchase a small inventory of parkas, rain jackets and rain pants for the use of Employees working outside for a reasonable period of time during inclement weather.

These items shall remain the property of the Employer and shall be stored in a location designated by the Employer, and will be signed out for short term use.

#### SECTION 6 Safety Meetings

Safety meetings will be held during regular shift and Committee Members will be compensated at their regular rate of pay. Employees' time will not be deducted for attending such meetings or investigations into accidents and unsafe conditions. All Committee Members shall be provided the opportunity to be in attendance at each meeting but in no event shall the Employer be required to permit more than two (2) members from the same area to be in attendance at the same meeting.

Safety meetings shall be held on the third (3rd) Tuesday of each month and will continue until all agenda items have been addressed. Any scheduling changes to this meeting will require forty-eight (48) hours notice. Any additional meetings will be at the agreement of the Union Committee and the Employer. Minutes of such meetings shall be posted immediately on the bulletin board. All minutes shall be signed by the chairman and secretary of the Safety Committee.

#### SECTION 7 Safety Committee

The Employer shall maintain a Health and Safety Committee which shall consist of:

- (a) When the number of Employees is one hundred (100) or lower safety meetings will consist of three (3) management and three (3) production Employees only.
- (b) When the number of Employees is one hundred one one hundred forty (101-140) safety meetings will consist of four (4) management and four (4) production Employees only.
- (c) When the number of Employees is one hundred forty (140) and above safety meetings will consist of five (5) management and five (5) production Employees only.

Members of the Committee shall be designated in equal number by the workmen and the Employer. The third, fourth or fifth member of the workmen and the Employer shall be alternated every two (2) months from among various groups. The chairman and the secretary shall be elected from and by the members of the Committee. In case of a tie vote, the Employer shall appoint the chairman, and the workmen's representatives shall elect a secretary. The Committee shall plan, institute and develop an Accident Prevention Program as a joint effort. One member representing the workmen and one member representing the Employer will conduct a plant tour before each monthly meeting.

The Employer agrees to forward to the Union in a timely manner, copies of all Minutes of Meetings of the Health and Safety Committee prepared by it pursuant to Occupational Health Safety Rules and Regulations. All members of the Safety Committee will also be provided with the Minutes of the Meetings.

#### SECTION 8 Medical Attention

All injured Employees shall be treated by a person with an approved first aid certificate. Such person shall be on duty during all regular and overtime work.

All treatment forms shall contain a checkbox where the Employee may elect to request a copy of the treatment form, and such copy shall be provided to the Employee.

Each Employee shall be given the right to seek further medical attention of their choice during working hours in the same manner as said right may be provided in applicable occupational health and safety legislation.

#### SECTION 9 Accident Investigations

All serious accidents, resulting in loss of time beyond the day of the accident, will be investigated immediately by the Health and Safety Committee so that it may stop further occurrences. The investigation will be done by two (2) members of the Health and Safety Committee, one (1) representative of the Employer and one (1) representative of the Union.

In addition, the Employer's Health and Safety Coordinator will review all near misses that are reported to the Employer, and if the Employer's Health and Safety Coordinator believes the serious near miss warrants an investigation, it will be investigated as if it was a serious accident as outlined above. All near misses that are reported to the Employer will be reviewed by the Health and Safety Committee at their regular meeting.

#### SECTION 10 Designated First Aiders

Designated first aid persons shall receive fifty (\$0.50) cents per hour above the Employees regular rate of pay. Such designated persons who need to renew their St. John First Aid certificate will not suffer any loss of wages while attending the Standard First Aid course. The cost of the course will be borne by the Employer. For each designated First Aid Person on the floor, there will be one back up First Aid Person in each area, and said Employee will be reimbursed any loss of wages while taking the Standard First Aid course. The Employer will pay the cost of the course.

There shall be at least four (4) Union members designated to hold such approved first aid certificates in four (4) separate sections of the operation.

#### SECTION 11 Pay on Day of Injury

An Employee hurt in an industrial accident shall be paid for the time lost on the day the Employee was injured at their regular rate, upon seeking medical attention and providing WCB documentation with a doctors' report.

#### SECTION 12 Modified Duty/Return to Work Program

It is agreed that the Employer and the Union will each appoint one (1) person to act as the Employees representative for dealing with Modified Duty / Return to Work issues.

Both parties agree that they will train their representative on Modified Duty / Return to Work issues, including training in the respect of confidentiality.

Whenever an Employee is returning to work and will not be able to perform their full duties for medical reasons, the Employee will meet with the Employer representative to discuss their return, so that the Employee returns in a safe and productive manner. If the Employee is unable to perform their duties after their assessment, they may choose to meet with the Union and Employer representatives to discuss their situation.

The Employee may request the assistance of the Union representative at any time while they are on Modified Duties.

The Union and Employer representatives may make recommendations to the Labour Management Committee to improve how Modified Duty / Return to Work issues are addressed in the workplace.

#### SECTION 13 Right to Refuse Unsafe Work

All Employees covered under this Collective Agreement have the right to refuse unsafe work in accordance with the Occupational Health and Safety Act. Any Employee refusing unsafe work shall be reassigned alternate work without loss of pay until the hazard has been removed or the issue is properly resolved.

#### ARTICLE 16 HEALTH AND WELFARE

#### SECTION 1 Coverage

The Employer agrees to provide the following coverage at no cost to the Employee:

- (a) Group Life, Accidental Death and Dismemberment in the amount of \$125,000.00.
- (b) Weekly Indemnity Payments first day of accident, first day of hospitalization and fourth day of sickness for a maximum period of fiftytwo (52) weeks, in the amount of maximum weekly employment insurance benefit payable.

Outpatient hospitalization shall be paid from the first (1st) day for minor surgery.

- (c) The Alberta Health Care Insurance Commission coverage and the Blue Cross Hospitalization or equivalent Plan plus the extended Blue Cross or equivalent coverage as attached.
- (d) Dental Plan To be paid for 100% by Employer.

Coverage to be 80% of basic, 50% of major orthodontic, etc., and 50% of crown, bridgework, etc.

Basic and major allows for \$3,000.00 maximum per person, per year.

Orthodontics allows for \$3,000.00 per person for lifetime.

- (e) The Extended Health Benefit Plan will provide a vision care program that will pay up to a maximum of two hundred and twenty-five (\$225.00) dollars per Employee or dependent in a twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such a prescription.
- (f) The above Health and Welfare benefits listed above shall terminate as follows:
  - i. In the case of resignation, termination, full time Union or paternal leaves of absences, on the Employees last day of work.
  - ii. In the case of layoffs and maternity leave, until the end of the subsequent month, except weekly indemnity which will end on the Employees last day of work.

The above benefits will become available to new Employees as follows:

Alberta Health Care, Group Life & ADD becomes effective at the Employee's successful completion of the probation period.

Dental Plan becomes effective one (1) year after date of hire.

Weekly Indemnity becomes effective one (1) year after date of hire.

Extended Medical becomes effective one (1) year after date of hire.

- SECTION 2 Extended Blue Cross or Equivalent Coverage
  - 1. Removal of the \$100.00 per day limitation for payment of reimbursable hospital charges incurred by a participant in a hospital located outside of the province in which the participant is a resident.
  - 2. Removal of the limitation for physicians and surgeons fees incurred outside of Canada. (Presently the coverage is limited to an amount equal to payments received from Alberta Health Care Plan, or actual charge, whichever is less.)

Both above benefits would be restricted by a \$25,000.00 per person, overall maximum of the Contract.

The Insurer would prepare plastic cards for every Employee presently covered by our group, two (2) cards to all Employee's family.

These cards could be presented to the Employee's pharmacist for any prescription. The Employee would then pay thirty (30%) percent while the balance of seventy (70%) percent would be billed to the Insurer.

The convenience would benefit the Employee in the following ways:

- no deductible to satisfy
- no claim forms to complete
- no tie-ups of personal funds while waiting for reimbursement.

The Employer will pay one hundred (100%) percent for the Extended Blue Cross or equivalent Coverage.

#### ARTICLE 17 EDUCATION TRUST FUND

SECTION 1 Funding

The fund to be administered by United Steelworkers, Local 1-207.

The Employer will contribute to the Fund and will continue such contributions during the period of the Collective Agreement as follows. The Contributions will be three (\$0.03) cents per hour worked per Employee.

The Funds will be collected by United Steelworkers, Local 1-207 of Edmonton, Alberta.

United Steelworkers Local 1-207 will comply with the requirements of a trust as specified by Revenue Canada.

The Employer will not be involved in the administration of the fund.

The Union not more than once annually will provide to the Employer, information regarding total hours of training and the nature of the training provided to SRI Homes - Regent.

The Fund will provide monetary support for the following purposes defined as follow:

SECTION 2 Education Fund Policy Statement

The strength of the United Steelworkers relies on the continued commitment of the membership to effect positive change. There is an increasing need for our leaders and membership to understand and respond to emerging issues affecting the manufacturing industry and/or our membership. We need to renew and build upon the historic principles of the United Steelworkers through a comprehensive education program which will enrich Union membership and enhance the objective of the United Steelworkers as a proud and progressive Union.

To this end, the Union will develop and deliver a wide range of programs which may include:

Grievance Handling

Environmental Issues

Steward Training

- Communication Skills
- Economic Issues
- Health and Safety
- Collective Bargaining
- Land Use Issues
- Parliamentary Procedures and Public Speaking
- Benefits Training
- Union History

#### ARTICLE 18 GENERAL PROVISIONS

SECTION 1 End of Shift Clean-up

All Employees to be allowed two (2) minutes prior to the end of the shift for the purpose of returning their tools and equipment and clean up.

#### SECTION 2 Foreman Working

Foremen will not perform work normally done by the bargaining unit except in the following cases:

- (a) Training of new Employees.
- (b) Instructing Employees when new designs or prototype models are introduced to the factory.
- (c) During cases of emergency situations when regular Employees are not available.

#### SECTION 3 Letters of Understanding and Addendums

All Letter of Understanding and Addendum's attached to the Collective Agreement shall form and become part of the Collective Agreement.

#### ARTICLE 19 TECHNOLOGICAL CHANGE

#### SECTION 1 Notice

The Employer shall notify the Union not less than ninety (90) days in advance of intent to institute substantial changes in working methods or facilities which would involve the discharge or permanent layoff of Employees.

#### SECTION 2 Severance

Employees discharged or laid off because of technological change or automation shall be entitled to severance pay. Severance pay will be one (1) week's pay at the Employees regular straight time job rate for each fifty-two (52) weeks of continuous service and thereafter for partial years in increments of completed months of service with the Employer.

#### SECTION 3 Retraining

When technological changes are implemented every effort will be made by the Employer to retrain its Employees to satisfactorily perform the duties required of them.

#### ARTICLE 20 PAY DAYS

#### SECTION 1 Pay Day

All Employees shall receive their paycheque through direct deposit.

#### SECTION 2 Pay Cheque Disposition

The Employer will provide Employees with the option on a one-time basis of having their paycheques deposited directly into an Employee's account or; receiving their pay cheques in a sealed envelope.

All new Employees shall receive their paycheque through direct deposit.

#### ARTICLE 21 WAGES

#### SECTION 1 Rates

The wage rates for the term of this Collective Agreement for all regular hours worked shall be as follows:

GROUP	DESCRIPTION	DEC. 1/19	DEC. 1/20	DEC. 1/21 1%	DEC. 1/22
1 2 2 (a) 2 (b)	First 480 hours Next 800 hours Next 800 hours Next 800 hours		18.00 19.00 20.50 22.50	1% 18.18 19.19 20.71 22.73	<b>1%</b> 18.36 19.38 20.91 22.95
GROUP	DESCRIPTION	DEC. 1/19	DEC. 1/20	DEC. 1/21	DEC. 1/22
3	Production (Group A) Cabinet Set Cabinet Shop Carpet Installation Ceilings Ceiling Set Exterior Doors & Windows Exterior Sheathing Final Finish Floors/Lino Interior Panels/Panel Work off Janitor Laminate Room Material Handlers/Receivers Moulding/Interior Doors Painter Partition Set Roofing Shipper Sidewalls Truss Press Walls	<b>1%</b> 25.98	<b>1%</b> 26.24	<b>1%</b> 26.50	<b>1%</b> 26.76
GROUP	DESCRIPTION	DEC. 1/19 1%	DEC. 1/20 1%	DEC. 1/21 1%	DEC. 1/22 1%
4	Trades Drywall Electrical Plumbing/Plumbing Tester Apprentice Welders	26.54	26.81	27.08	27.35
5	Welders – Class 1 & 2 Pool Crew	27.12	27.39	27.66	27.94
6	Journeymen	27.62	27.90	28.18	28.46
7	CWB Welder Supervisor Maintenance	28.23	28.51	28.80	29.08

#### SECTION 2 Bidding Between Groups

Any Employee currently below Group 3 that successfully bids into Group 4 or above will be paid the applicable difference for the group they bid into. If the Employee has satisfied the hour requirements for Group 2, they shall be paid the applicable rate for the Group that they successfully bid into.

SECTION 3 Lead Hands

All designated Lead Hands shall receive the appropriate group rate plus two (\$2.00) dollars per hour premium.

#### SECTION 4 Journeymen

Ticketed Journeymen, including new hires, regardless of total hours worked, doing their specific Journeyman trade full time will be paid the Journeymen rate in Group 6.

#### SECTION 5 New Job Description

If the Employer establishes any new job description, wages will be negotiated between the Union and Employer with minimum Group 3 rate of pay.

#### SECTION 6 Seniority Bonus

After five (5) years of completed years of employment service, each Employee will be paid five (\$0.05) cents per hour actually worked.

After ten (10) years of completed years of employment service, each Employee will be paid fifteen (\$0.15) cents per hour actually worked.

After fifteen (15) years of completed years of employment service, each Employee will be paid thirty (\$0.30) cents per hour actually worked.

After twenty (20) years of completed years of employment service, each Employee will be paid fifty (\$0.50) cents per hour actually worked.

#### SECTION 7 Registered Pension Plan (R.P.P.)

The Employer will contribute, for those Employees choosing, with one (1) or more years of service, a sum equal to two and one half (2.5%) percent of the gross annual earnings, in the period and each Employee will contribute one half (0.5%) percent of his gross earnings in each pay period to a R.P.P. Employees will be allowed to contribute more than one half (0.5%) percent if they so choose.

A joint Union/Employer Committee will determine the terms, conditions and eligibility for the Plan.

#### SECTION 8 Incentive or Bonus Plan

The Employer reserves the sole right to establish, revise and maintain an incentive or bonus plan for such operations or departments he deems necessary. However, before the installation of such plan, the Employer will meet with the Union representatives to review the details of the plan.

#### ARTICLE 22 CONTRACT BOOKS

The Employer and the Union desire that each Employee be familiar with the provisions of this Collective Agreement and the Employees rights and duties under it. For this reason, the Union will have the Collective Agreement printed in booklet form and management will give a copy to each Employee. The cost of such printing to be shared equally by the Employer and the Union.

#### **ARTICLE 23 DURATION OF AGREEMENT**

The Parties hereto mutually agree that this Collective Agreement shall be effective on and after the first (1st) day of December, 2019, to and including the thirtieth (30th) day of November, 2023, and thereafter from year to year unless written notice to commence collective bargaining is given within ninety (90) days and not less than thirty (30) days by either Party.

The notice required hereunder shall be validly and sufficiently served at the office of the Employer and the Local office of the Union at least thirty (30) days prior to the expiry date of the Collective Agreement.

If no agreement is reached at the expiration of this Collective Agreement and notice to commence collective bargaining has been served, the Collective Agreement shall remain in effect until an agreement is reached or until a strike/lockout commences, whichever occurs first.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

On behalf of

SRI HOMES – REGENT A Division of Champion Canada International ULC Lethbridge, Alberta On behalf of the United Steelworkers, Local 1-207

Edmonton, Alberta

Matthew Luff

Shawn Sakatch

Narinder Daniel

Dave Baraniuk

Milton Alvarado

**Rick Merrick** 

Cam Shields

Fred Duda

#### LETTER OF UNDERSTANDING

#### Between

#### SRI HOMES - REGENT A Division of Champion Canada International ULC Lethbridge, Alberta (the "Employer")

- and -

#### UNITED STEELWORKERS, LOCAL 1-207 Edmonton, Alberta (the "Union")

#### RE: ARTICLE 13 - HOURS OF WORK AND OVERTIME

It is agreed by the parties that during the term of this Collective Agreement paragraph five below will be amended as follows. The rest of Article 13 will remain in force and effect as per below.

#### ARTICLE 13 – HOURS OF WORK AND OVERTIME

SECTION 1 Hours of Work and Overtime

It is agreed by the parties to this Collective Agreement that the following shall cover the hours of work in the Employer's operation for all Employees covered by this Collective Agreement.

The basic work week shall constitute five (5) days, Monday through Friday. The normal but not guaranteed hours are eight (8) hours per day, forty (40) hours per week, 7:30 AM to 4:00 PM, Monday through Friday, with any changes to be mutually agreed between Union and the Employer.

Employees will be paid regular rate and one-half (1-1/2) for any hours worked over eight (8) hours per day and double (2X) regular rate for any hours worked over ten (10) hours per day, Monday through Friday.

If a Statutory Holiday occurs during the work week, the Employees shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such time Employees shall be paid rate and one-half (1-1/2).

It is further agreed that the rest days of all Employees shall be Saturday and Sunday, for which rate and one-half (1-1/2) will apply for the first eight (8) hours on a Saturday. All work in excess of eight (8) hours on Saturdays, and all work worked on Sunday shall be paid at double (2X) regular rate, regardless of the number of hours worked in the regular work week.

Either party can terminate this Letter of Understanding at any time during the term of this Collective Agreement with thirty (30) days written notice. Termination of this Letter of Understanding will mean it will revert back to Article 13 Section 1 in the body of this Collective Agreement.

On behalf of SRI HOMES – REGENT A Division of Champion Canada	On behalf of the United Steelworkers, Local 1-207
International ULC Lethbridge, Alberta	Edmonton, Alberta
Matthew Luff	Dave Baraniuk
Shawn Sakatch	Milton Alvarado
Narinder Daniel	Rick Merrick
	Cam Shields
	Fred Duda

#### EXHIBIT A CHECK-OFF AUTHORIZATION

FOR UNITED STEELWORKERS

EMPLOYER	
Address	Date
I hereby authorize the company to deduct from	
dues and (if owing by me) an initiation fee, as	provided in the Constitution of the United
Steelworkers.	
Such deductions shall be transmitted to the In	
Steelworkers, directly or through the local Unio	on financial secretary on or before the 15th of
each month.	
Name	Signature
(please print)	Postal Code
Address Check No Local Union No	_ Postal Code _ Department
Witness (ORIGINAL)	—
CHECK-OFF AUTHORIZATION	
FOR UNITED STEELWORKERS	
COMPANYAddress	Date
I hereby authorize the company to deduct from	
dues and (if owing by me) an initiation fee, as	
Steelworkers.	provided in the constitution of the officed
Such deductions shall be transmitted to the In	ternational Treasurer of the United
Steelworkers, directly or through the local Unio	
each month.	······································
	Signature
Name	
Address	Postal Code
Check No Local Union No	
Witness	_
PLEASE USE TYPEWRITER OR PRINT PLAINLY	Signature
Name	Signature . Postal Code
Address	103tal 0000

#### UNITED STEELWORKERS

AFL – CIO - CLC

#### Local Union No.

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matter, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of continued employment.

Date	Signature	
Employed by:	Department	
Address	Postal Code	
Social Insurance No	Initiation Fee \$	Paid.

### SRI HOMES – REGENT A Division of Champion Canada International ULC

131 STUBB ROSS RD LETHBRIDGE AB T1K 7N3 Tel: 403-328-7731

## THORIDGE AD TIR / NJ

#### **United Steelworkers Local 1-207**

202-4264 91A ST NW Edmonton, Alberta T6E 5V2 Tel: 780-463-9070 Fax: 780-461-5020

#### **United Steelworkers District 3**

Edmonton

202-4264 91A ST NW Edmonton, AB T6E 5V2 Tel: 780-487-1141 Fax: 780-486-1716 Calgary

150-4000 Glenmore Court, SE Calgary, AB T2C 5R8 Tel: 403-279-9397 Fax: 403-236-8617