

COLLECTIVE AGREEMENT

BETWEEN

Gienow Canada Inc.

o/a Ply Gem Canada

(Hereinafter referred to as the "Employer")

AND

**United Brotherhood of Carpenters and Joiners of
America, Local Union No. 2010**

(Hereinafter referred to as the "Union")

July 1, 2021 – December 31, 2025

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PREAMBLE

All Parties to this Agreement are committed to being the most efficient producer of quality products as the means to achieve a fair return and continuing security for Employees and the Employer.

The purpose of this Agreement, entered into by collective bargaining, is to establish and maintain a sound relationship among the Employer, Employees and Union relative to working conditions of Employees.

ARTICLE 1 – INTERPRETATION AND EXTENT

- 1.01 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any Court of competent jurisdiction, only such word, phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.02 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the certified bargaining agent for all Employees in Calgary except office, clerical, sales, service and quality control personnel, Supervisor and those above the rank of Supervisor.

ARTICLE 3 – UNION SECURITY

- 3.01 All Employees covered by this Collective Agreement shall, as a condition of employment, become a member of the Union following the completion of thirty (30) working days. At such time, they will be provided with the Union membership application, become a Union Member and be introduced to the designated Shop Steward.
- 3.02 The Employer shall, upon completion of thirty (30) working days, deduct the standard initiation fees and union dues (collectively the "dues") as specified by the Union from the Employee's wages. The Union shall provide the Employer with sixty (60) days advance written notice of any change to the amount of the dues.
- 3.03 The Employer shall, by the 15th day of each month, remit to the Union the dues deducted for the preceding month and a written statement of the name of the Employee for whom the deduction was made, and the amount of each deduction.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:

- (a) The right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees; the right to change and abolish rules and practices; the right to discipline, suspend, and discharge Employees for just cause. The Employer shall notify the Union, electronically or by hard copy, if it publishes, changes or abolishes rules and practices.
- (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, layoff, and recall Employees subject to the provisions of this Agreement.
- (c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery, equipment and Employees shall be vested in the Employer, including the right to determine location of operations and the expansion, curtailment or discontinuation of operations, the right to schedule operations and number of shifts, the right to determine methods, processes and means of production, job content and quality and quantity standards, the right to contract work provided bargaining unit Employees do not lose regular hours of work; use improved methods, machinery and equipment; the right to decide on the number of Employees needed by the Employer at any time, the number of hours and days to be worked and the duration and starting and end times of shifts; the right to determine financial policies including accounting procedures and customer relations.
- (d) The Employer specifically retains the right for supervisors and other personnel outside the bargaining unit to perform bargaining unit work on the following limited basis:
 - I. To instruct or train employees
 - II. To make adjustments and/or repair to equipment or machinery
 - III. To perform research work or work of an experimental nature involving the development of new processes and products
 - IV. To aid or assist in production efficiency on a short intermittent basis.

- 4.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

ARTICLE 5 – NON-DISCRIMINATION

- 5.01 Neither the Employer nor the Union or its members will discriminate in any manner against any Employee on a prohibited ground of discrimination covered by the *Alberta Human Rights Act* or because of support or non-support of the Union.

ARTICLE 6 – UNION ACTIVITY ON EMPLOYER PREMISES

- 6.01 If a Union Representative requires access to the Employer's premises to attend to matters arising from the application of the Collective Agreement, they shall first contact the Human Resources Manager or their designates for permission. Permission will not be unreasonably withheld.
- 6.02 The Union will provide adequate lockable bulletin boards in each facility(s) for the posting of Union notices. Bulletin boards will be located in mutually agreed upon location(s) visible to employees. The Employer and Union may amend the number of bulletin boards and locations as business conditions change. The Union shall supply the Employer with keys for each bulletin board. The parties will not unreasonably withhold agreement to the location of the bulletin boards.
- 6.03 All Union notices shall be first approved for posting by the Employer's Human Resources Manager or their designate.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 The Employer acknowledges the right of the Union to appoint up to sixteen (16) Shop Stewards. The Union shall ensure that there are at least two (2) Shop Stewards assigned to each shift. If the need to change the number of Shop Stewards is required due to a change in business conditions, the new requirement will be determined and mutually agreed upon by both parties.
- 7.02 The Employer will recognize the Union elected or appointed Shop Stewards provided they are Employees of the Employer who have completed their probationary period. Shop Stewards will not be recognized by the Employer until such time as the Union notifies the Employer in writing of the names of appointed Shop Stewards.
- 7.03 A Shop Steward in one department may be asked to assist or represent one or more Employees in another department where no Shop Steward is

designated, or where language is a barrier to resolving an issue or grievance.

7.04 Shop Stewards shall suffer no loss of regular pay when processing grievances. The Union acknowledges that the Shop Stewards have their regular work to perform as Employees of the Employer and it is therefore agreed that they shall not leave their work to process a grievance or undertake any other Union business on the Employer's premises during working hours without prior consent of their Supervisor. Such consent will not be unreasonably withheld.

7.05 Where a Supervisor intends to discipline an Employee, the Supervisor shall ensure the Employee has sufficient time to have a Shop Steward present at the disciplinary meeting. The Employee may select a Shop Steward of their choice, who is in the same facility(s) and on the same shift as the Employee, to attend the disciplinary meeting.

LABOUR MANAGEMENT MEETING

7.06 A joint Labour Management Meeting comprised of representatives appointed by the Employer and up to five (5) bargaining unit members appointed by the Union (plus one (1) Union Business Representative) will meet bi-monthly to discuss matters of mutual interest and will include Company updates relating to Safety, Operations and Human Resources.

7.07 Additional agenda items will be proposed to the Human Resources Manager or their designate up to forty-eight (48) hours prior to the date of the meeting. Agenda items submitted after the specified deadline may be deferred to a later time at the discretion of the Human Resources Manager, who shall exercise such discretion in a reasonable manner.

The final agenda will be distributed to the Union twenty-four (24) hours prior to the meeting.

Following the meeting, the Employer will forward a copy of the minutes to the Union Representative for approval. Upon approval, the Employer will post the minutes of the meeting.

COLLECTIVE BARGAINING

7.08 During Collective Bargaining, the Union will compensate bargaining members for a full regular shift. Any bargaining member who misses regular work hours because they are involved in Collective Bargaining with

the Company, will have that time considered regular work hours for the purpose of calculating overtime.

ARTICLE 8 – NO STRIKES AND LOCKOUTS

- 8.01 The Union agrees that it will not cause, authorize, sanction or permit Employees to cause or take part in any sit-down, stay-in or slowdown or any strike or stoppage of any of the Employer's operations or any curtailment of work on the Employer's premises during the term of this Agreement. Any of the foregoing actions by the Union or Employees shall be considered an illegal strike for which Employees may be dismissed at the Employer's discretion and the only issue subject to the grievance procedure is the question of fact whether or not the Employee engaged in or participated in any such action. This provision does not limit the Employer's right to immediately dismiss an Employee for offenses not listed above.
- 8.02 The Union shall be liable for all costs and damages to the Employer arising from a violation of the provisions of the paragraph above.
- 8.03 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 An Employee who believes there is a difference concerning the interpretation, application, administration or alleged violation of this Agreement shall meet with their Supervisor or Manager to discuss the difference within five (5) working days of the occurrence or first awareness of the difference.
- The Employee, Shop Steward and Supervisor or Manager shall have five (5) working days to make every effort to resolve the difference together before moving to Step 1 of the Grievance Procedure.

Step 1 Submission of Formal Grievance

If the difference cannot be settled between the Employee and Supervisor or Manager, the difference shall be submitted in writing to the Human Resources Manager or their designate by a Shop Steward or the Union Representative within five (5) working days. The Grievance shall contain the following information:

- (a) A summary of the circumstances giving rise to the Grievance,

- (b) The clauses of the Collective Agreement that have been allegedly breached, and
- (c) The particulars of the remedy sought.

The Human Resources Manager shall have up to ten (10) working days after being notified in Step 1 to try to resolve the Grievance.

Step 2 Grievance Escalation

If the Grievance is unable to be resolved in Step 1, the difference shall be referred to Company Management and the Union Representative and they shall endeavour to settle the Grievance within five (5) working days after being referred from Step 1.

Step 3 Arbitration

If the Grievance is not resolved at Step 2, either party may refer the difference to the Arbitration Board within ten (10) working days. The Arbitration Board shall be comprised of one member appointed by each of the parties and the neutral chair appointed by the members. Each party shall bear the expenses of their appointee and the expenses of the Chair shall be shared equally by the parties.

A single Arbitrator may be used if mutually agreed upon by the parties and expenses incurred shared equally. The parties shall mutually agree upon an Arbitrator within ten (10) working days. If the parties are unable to agree upon the Arbitrator, then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.

The Arbitration Board or single Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The Arbitration Board or single Arbitrator shall not adjudicate any matter not specifically grieved in the grievance.

The majority decision of the Arbitration Board or single Arbitrator shall be final and binding on both parties subject to the provisions of the *Alberta Labour Relations Code*.

9.02

The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation by the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of

being filed as individual grievances or in respect of remedies or relief that affect individual Employees. A policy grievance shall be initiated in writing at Step 1 of the Grievance Procedure within fifteen (15) working days of notice of the act causing the Grievance.

- 9.03 Time limits at any step of the procedure may be extended by mutual agreement in writing between the parties. Such requests for an extension will not be unreasonably denied by either party.
- 9.04 Should the Employee or the Union fail to adhere to any time limit under this Article, the grievance shall be deemed abandoned unless the Employer has agreed in writing to waive the time limit. Should the Employer fail to adhere to any time limit under this Article, the Grievance shall move to the next step, up to and including Arbitration.

ARTICLE 10 – HOURS OF WORK, BREAKS AND OVERTIME

- 10.01 This Article defines the normal hours of work and provides the basis for calculating overtime. This will not be interpreted as a guarantee of hours of work per week, or of days of work per week or as a restriction on the scheduling of a longer or shorter workweek or workday whenever, in the opinion of the Employer, this is required for business reasons.

FULL-TIME HOURS OF WORK

- 10.02 The normal workweek for full-time Employees will consist of up to a maximum of forty (40) regular hours, to be worked in a manner that best meets the Employer's contractual commitments. Days of work shall be consecutive.
- 10.03 An Employee may voluntarily request in writing to work on an alternate shift. Such request may be approved by the Manager. Should the request be granted, the Manager will determine the date the Employee is able to change shifts based on the needs of the Company.
- 10.04 A Day shift shall normally commence on or after 4:30 a.m. and before 11:59 a.m. An Afternoon shift shall normally commence on or after 12:00 p.m. but before 5:59 p.m. A Night shift shall normally commence on or after 6:00 p.m.
- 10.05 There shall be no loss of hours of work for full time Employees, excluding overtime hours, through the scheduling of part-time Employees.

PART-TIME HOURS OF WORK

- 10.06 The normal work week for part-time Employees will consist of up to a maximum of thirty-six (36) hours to be worked in a manner that best meets the Employer's contractual commitments.

BREAKS

- 10.07 Employees shall be provided Breaks as determined by the consecutive hours worked, outlined in the table below.

Consecutive Hours Worked	Breaks		
	Paid 30 min	Unpaid 30 min	Paid 15 min
10 or greater	X	X	X
8 - 9:59	X	X	
5 - 7:59	X		
Less than 5			X

OVERTIME

- 10.08 Overtime is time worked by an Employee in excess of their regularly scheduled workday, or in excess of forty (40) hours per week. The Employer may schedule overtime hours and/or shifts with reasonable notice. An Employee that is scheduled for overtime hours/shifts may be excused when the Company is provided with a reasonable excuse for their absence.
- 10.09 Overtime is paid at one and one half times (1½ x) the Employee's regular hourly rate of pay provided the Employee has worked all of their regularly scheduled hours. If an Employee has not worked all of their regularly scheduled hours, they will be required to make up such hours at straight time rates before daily or weekly overtime applies.
- 10.10 All overtime must be authorized by the Supervisor prior to the work being performed. Overtime shall be fairly distributed among those Employees who have the qualifications, skill and ability to perform the available work within a Department.

GENERAL

- 10.11 Notice of changes to shift schedules will be provided to Employees five (5) working days in advance.
- 10.12 When an Employee reports for work at the commencement of their regularly scheduled shift and no work is made available to them, unless due to an issue beyond the Employer's control, due to an emergency, or where the Employer has provided the Employee with one (1) hour's notice prior to their

scheduled attendance at work, they shall be paid four (4) hours at their regular rate of pay.

- 10.13 Notwithstanding the foregoing, Employees who are sent home by the Employer because of a lack of work due to inventory count, but who are otherwise available, shall have their regular hours lost be considered as hours worked for the purposes of calculating overtime in accordance with Article 10.

ARTICLE 11 – GENERAL HOLIDAYS

- 11.01 The following will be observed as General Holidays:

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

- 11.02 Eligible Employees will be paid for General Holidays specified in this agreement at the Employee's regular straight time rate of pay. Except as specified, when any of the General Holidays identified in clause 11.01 occur on a Saturday or Sunday, they shall be observed on the following workday. The Employer in its sole discretion may schedule observance of the General Holiday to the preceding Friday where business need dictates.

- 11.03 An Employee required to work on any of the above designated General Holidays will be paid for the regular number of hours which would have normally been worked by them on the General Holiday plus one and one half (1½ x) their regular straight time rate for hours worked on the General Holiday.

- 11.04 An Employee is not entitled to General Holiday pay:

- (a) if the Employee has not been employed for thirty (30) workdays during the preceding twelve (12) months, or;
- (b) if the Employee is absent from their regular employment without the

consent of the Employer for all or part of their last regular working day preceding or their first regular working day following a recognized General Holiday unless the absence is for medical reasons that are substantiated by a medical certificate from a doctor or;

- (c) If the Employee is on layoff status, job-protected leave, including maternity and parental leave, on the date of the General Holiday.

Employees are not permitted to request vacation on a General Holiday. It is not the intention of this clause to prevent an Employee from requesting vacation days immediately prior to and/or following a General Holiday.

- 11.05 General Holidays shall be considered a day of work for the purposes of calculating overtime in accordance with Article 10.

ARTICLE 12 – VACATIONS

- 12.01 The reference period used to calculate annual vacation entitlement is from January 1 to December 31 of each year. Vacation is calculated based on the anniversary of the Employee's date of hire.

- 12.02 Upon successful completion of the Probationary Period, Employees are eligible for vacation in accordance with the Vacation Entitlement Table in clause 12.03.

- 12.03 Vacation Entitlement Table:

<u>Years of Service</u>	<u>Vacation Time</u>	<u>% Of Earnings</u>
Probationary Period	0 days	6%
Probationary - < 1 year	prorated time	6%
1+ - < 8years	15 days	6%
8+ years	20 days	8%

- 12.04 Vacation time must be approved prior to the Employee taking the vacation time. The minimum amount of vacation time that can be scheduled at any time is one-half (1/2) of one shift.

- 12.05 The Union acknowledges that the Employer has the right to schedule vacations at any time during the year. However, the Employer will make reasonable efforts to grant vacations at the time or times desired by the Employees. Vacations of more than two weeks will not necessarily be

scheduled consecutively. The Union further recognizes that because of the nature of the Employer's business, there may be certain closed seasons during the calendar year during which vacations cannot be granted.

ARTICLE 13 – WAGES

- 13.01 The Employer shall pay during the life of this Agreement, the Schedule of Wages for the Job Titles in Appendix "A" (the "Grid") for all Employees.
- 13.02 All Employees shall be paid on a bi-weekly basis and shall have access to an electronic itemized statement of earnings and deductions.
- 13.03 An Employee shall progress from Start Rate to Training Rate 2 upon completion of ninety (90) working days. Thereafter, the Employee shall progress from Training Rate to Training Rate, upon completion of ninety (90) working days until Job Rate is reached.
- 13.04 An Apprentice Millwright or Electrician shall receive 60%, 70%, 80%, or 90% of the Start Rate of the Journeyman rate depending on the year of the apprenticeship.

JOB POSTINGS

- 13.05 Full-time job vacancies within the scope of the bargaining unit shall be posted for a period of five (5) working days. Full time job postings will include the Start Rate of pay. Employees to be selected shall be determined on the basis of qualifications, skills and ability. Whereas between two (2) or more Employees there exists equal qualifications, skill and ability, departmental seniority shall be the deciding factor.
- 13.06 When an Employee is successful in being placed into a new position, they will receive the Start Rate for that Job Title, effective their first day in the new position.
- 13.07 Notwithstanding Clauses 13.05, 13.06, 19.10 and 19.11, but subject to the Letters of Understanding attached to this Agreement, the Employer may unilaterally place an Employee in a vacant position within the scope of the bargaining unit that has not been posted if the Employee is receiving an hourly rate of pay higher than the applicable hourly rate of pay identified in Appendix "A" (the Grid) for the position the Employee is filling at the time of the position vacancy. The Employee may refuse to be placed in the vacant position; however, if the Employee refuses such placement, the Employee's hourly rate of pay shall be reduced to the applicable hourly rate of pay identified in the Grid for the position the Employee is occupying at the time

of the position vacancy, effective the next working day. If the Employee agrees to be moved into the vacant position, the Employee's hourly rate of pay shall not be reduced.

ARTICLE 14 – SHIFT DIFFERENTIAL & ACTING PAY

SHIFT DIFFERENTIAL

- 14.01 In accordance with Article 10.04, an Afternoon shift differential shall be paid for each hour worked on a regular shift in the amount of \$1.20 per hour. A Night shift differential shall be paid for each hour worked on a regular shift in the amount of \$1.40 per hour.
- 14.02 A full-time Employee that works on either a Saturday and/or Sunday as part of their regularly scheduled work week shall receive a shift differential in the amount of \$2.00 per hour for each hour worked by the Employee on the Saturday and/or Sunday.
- 14.03 Notwithstanding Article 14.01 or 14.02 there shall be no pyramiding of shift differential. The shift differential paid will be the higher of the two.

ACTING PAY

- 14.04 When the Employer temporarily assigns an Employee to a position of greater responsibility, for two (2) full consecutive shifts or more, the Employee shall be paid the Start Rate or a premium of \$1.00 per hour whichever is the greater, from the first full shift. Such temporary assignments shall end at the time the Employer terminates the temporary assignment and shall not exceed ninety (90) consecutive working days. Temporary assignments are not intended to replace full-time job postings subject to Clause 13.05. If during a temporary assignment or within ninety (90) days of their first day in the temporary assignment, the Employee is permanently placed into the Job Title they were temporarily assigned to, each day the Employee worked in the temporary position shall be counted towards the Employee's progression from Start Rate to Training Rate 2 for the Job Title on the Grid.
- 14.05 An Employee classified as a Driver 1, who holds a valid Moffett License and a Class 3 License shall be paid a premium of \$1.50 per hour for all hours worked during their regular shift when performing deliveries using a Moffett Truck.

ARTICLE 15 – PROBATIONARY EMPLOYEES

- 15.01 During an Employee's first one hundred and twenty (120) working days of employment, an Employee shall be considered a Probationary Employee. Employees are eligible for Company benefits after completing their probationary period. At any time during this period, the Employee may be terminated and such termination shall not be subject in any manner to the grievance or arbitration procedure.
- 15.02 For greater clarity, in the event of a lay-off which results in the temporary cessation of a Probationary Employee's employment, the number of days actually worked, prior to and upon acceptance of recall from the layoff, shall count towards the calculation of the probation period.

A Probationary Employee who accepts a recall back to work, shall resume their hourly rate of pay that they had prior to the temporary layoff.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 An Employee who has successfully completed their probationary period may request in writing a leave of absence without pay to a maximum of forty –five (45) calendar days. Such leave of absence may be granted at the discretion of the Employer, after review of the operational needs which may include, but not be limited to, planned and unplanned absenteeism, length of notice provided, time of year, production requirements, duration of leave, skill and ability. The Employee shall exhaust all annual vacation time remaining at the time of the leave of absence request. An Employee who does not return to work at the expiration of the leave of absence shall be considered to have voluntarily resigned from their employment.
- 16.02 Should the request be for a leave of absence for Union business, no more than five (5) Employees shall be granted leave at the same time and no more than one (1) Employee from a Department will be granted such leave. The Union must provide a request for such leave ten (10) working days in advance. Approval of such leave will be subject to the needs of the operation.

ARTICLE 17 – BEREAVEMENT LEAVE

- 17.01 In the event of the death of an immediate family member of an Employee who has completed their probationary period, and is actively at work, the Employer shall grant the applicable number of consecutive working days off as per 17.02 at the Employee's base rate of pay for the purposes of attending the funeral and conducting other associated activities. Such

leave shall be requested and taken immediately, unless otherwise agreed to by both parties. An Employee may defer one (1) Bereavement Leave day to the date of the memorial and/or funeral service at a later date as agreed upon by both parties, if it is a working day.

17.02 An Employee is eligible for up to five (5) days of Bereavement Leave for the following immediate family members:

- Spouse or common-law partner
- Parents, including step-parents and in-laws
- Child, including step-child, or adopted child
- Siblings, including step-siblings and in-laws
- Grandchildren, step-grandchildren
- Grandparents, step-grandparents

An Employee is eligible for three (3) days of Bereavement Leave for the following extended family members:

- Aunts, uncles, step-aunts, step-uncles
- Nieces, nephews

17.03 The Employee shall advise the Employer of the death of the family member as soon as reasonably possible. The Employer has the right to request reasonable documentation to support the requested leave.

ARTICLE 18 – JURY OR CROWN WITNESS DUTY

18.01 The Company will pay the Employee their normal hourly earnings for the day(s) spent serving Jury Duty provided the Employee has completed their probationary period; provides proof of Jury service; and remits to the Employer the cheque they received from the Court for Jury Duty.

18.02 An Employee subpoenaed by the Crown as a Witness will be paid their normal hourly earnings for time spent in Court provided the Employee has completed their probationary period and provides a copy of the Crown Subpoena to the Employer.

ARTICLE 19 – SENIORITY

19.01 Employees shall not acquire or accrue seniority until the successful completion of their Probationary Period. Upon successful completion of the Probationary Period the Employee's seniority date will be their original date of hire.

- 19.02 Seniority shall be recognized only where specifically referenced in this Agreement.
- 19.03 The Employer will electronically supply the Union with a seniority list on a monthly basis, setting out the name, address, phone number, date of hire, job title, classification, salary, shift, and Department.

TEMPORARY LAYOFF

- 19.04 Should there be a need to decrease the work force, Employees may be laid off. In the case of a temporary layoff of two hundred and forty (240) working days or less, affected Employees will receive four (4) regular hours of pay.
- 19.05 In laying off and in recalling Employees from layoff, the Employer will consider the qualifications, skill and ability of the Employees to perform the available work up to the Employer's accepted standard. Where those factors are equal as between two or more Employees, departmental seniority will govern. Unless an Employee chooses to waive their departmental seniority rights.
- 19.06 In applying clause 19.05, Employees who transfer to another Department within ninety (90) days of a layoff, shall be considered as if they were still employed in the previous Department.
- 19.07 Employees who have successfully completed their Probationary Period will not be laid off while Probationary Employees are employed, provided they have the qualifications, skill and ability to perform the available work by Department and shift.
- 19.08 Shop Stewards shall not be subject to layoff provided they can perform the available work remaining.
- 19.09 Employees on temporary layoff shall maintain their Company benefits for one hundred and twenty (120) days.

RECALL PROCESS

- 19.10 Recall rights shall be up to two hundred and forty (240) working days. Upon return from recall, the Employee will receive their previous rate of pay.
- 19.11 No new Employees will be hired while existing Employees are on layoff provided those laid off Employees have the qualifications, skill, and ability to perform the available work by Department and shift to the Employer's accepted standard.

PERMANENT LAYOFF

- 19.12 Should the layoff become permanent in accordance with 19.10, the Employer will pay the affected Employee(s) termination pay as follows:
- (a) if the Employee has been employed by the Employer for more than three months but less than two years, one week's wages
 - (b) if the Employee has been employed by the Employer for 2 years or more but less than 4 years, 2 week's wages
 - (c) if the Employee has been employed by the Employer for 4 years or more but less than 6 years, 4 weeks wages
 - (d) if the Employee has been employed by the Employer for 6 years or more but less than 8 years, 5 weeks wages
 - (e) if the Employee has been employed by the Employer for 8 years or more but less than 10 years, 6 weeks wages
 - (f) if the Employee has been employed by the Employer for 10 years or more, (1) week of severance for each year of service to a maximum of fourteen (14) weeks.
- 19.13 Upon such payment, the Employee shall have no further claim, complaint or grievance against the Employer for the termination of their employment.
- 19.14 Employees may request a Permanent Layoff within the layoff period. If the request is approved, the Employee shall receive their termination pay in accordance with Article 19.12 and forgo their recall rights.

LOSS OF SENIORITY

- 19.15 An Employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when:
- (a) the Employee resigns or retires,
 - (b) the Employee is discharged for just cause,
 - (c) the Employee overstay their authorized leave of absence,
 - (d) the Employee is absent without authorized leave in excess of three (3) consecutive shifts,
 - (e) the Employee is permanently laid off,
 - (f) the Employee fails to return to work from layoff on the day stipulated by the Employer after having been notified to do so by the Company by phone, couriered letter or email via the current contact information

- on file as provided by the Employee, or
- (g) while on layoff, the Employee fails to notify Human Resources in writing of a change in address and/or telephone number.

GENERAL

19.16 For the purposes of this Article and any other associated Article, an Employee's seniority shall be confined to one (1) of the following Departments:

- (a) Vinyl Window Business Unit (VBU)
- (b) Swing Door, Sliding Patio Doors, Screens, and Wood Windows (SDBU, PDBU, WBU)
- (c) Shipping Line Haul, Calgary Branch Distribution and Receiving
- (d) Facilities and Maintenance

ARTICLE 20 – HEALTH AND SAFETY

20.01 The Employer will make reasonable provision for the Health and Safety of its Employees during the hours of their employment according to the legislation. The Employer shall provide the necessary personal protective equipment to protect Employees from injury to a minimum of Alberta Occupational Health & Safety Regulations.

20.02 An Employee who has successfully completed their Probationary Period is eligible to receive up to \$150.00 per calendar year to assist with the cost of purchasing safety footwear provided they produce receipts acceptable to the Employer.

20.03 Effective January 1, 2022, an Employee who has successfully completed their Probationary Period is eligible to receive up to \$125.00 every twenty-four (24) months to assist with the cost of purchasing prescription safety eyewear through a vendor approved by the Employer.

ARTICLE 21 – BENEFITS

21.01 Providing a Full-time Employee has successfully completed the Probationary Period, works a minimum of thirty-two (32) hours per week and remains actively employed thereafter, the Employer and Employee will pay premiums, as follows:

Employees shall pay 100% of the premium for long term disability and

optional life coverage. Effective January 1, 2023, Employee's will no longer pay 20% of the dental premium. The Employer shall pay 100% of the premium for all other benefits provided in accordance with the benefit plan.

- 21.02 The provision of the insurance policies and plans as amended from time to time by the Employer or the insurance carriers shall govern with respect to eligibility for participation in benefits provided. These documents shall not be considered part of or considered incorporated into this Collective Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers. The Employer will provide one month's notice of a change in insurance carriers by notice to the Business Representative for the Union.

All current Company provided benefits will remain in effect and not be reduced during the nominal term of the Collective Agreement.

The Employer will provide a copy of the benefits plan, in effect for all Employees and the Union.

ARTICLE 22 – PART TIME EMPLOYEES

- 22.01 The following provisions of this Agreement apply to Part time Employees:

Article 1	Interpretation and Extent
Article 2	Recognition
Article 3	Union Security
Article 4	Management Rights
Article 5	Non-Discrimination
Article 6	Union Activity on Employer Premises
Article 7	Union Representation
Article 8	No Strikes and Lockouts
Article 9	Grievance Procedure
Article 10	Hours of Work, Breaks and Overtime
Article 11	General Holidays (paid on a pro-rated basis)
Article 12	Vacations (paid on a pro-rated basis)

- Article 13 Wages
- Article 15 Probationary Employees
- Article 17 Bereavement Leave (paid on a pro-rated basis)
- Article 18 Jury or Crown Witness Duty (paid on a pro-rated basis)
- Article 19 Seniority (calculated on a pro-rated basis)
- Article 20 Health and Safety
- Article 21 Benefits (a part-time employee must work an ongoing average of thirty-two (32) hours per week to be eligible for Benefits)
- Article 23 Duration of Agreement

- 22.02 The other provisions of this Agreement do not apply to part-time Employees unless otherwise specifically stated in this Article.
- 22.03 Part-time Employees shall be paid at the hourly rate of pay described in Appendix "A".

ARTICLE 23 – DURATION OF AGREEMENT

- 23.01 This Agreement shall be in force and effect from July 1, 2021 to December 31, 2025 and from year to year thereafter, except as hereunder provided.
- 23.02 Either party wishing to amend this Agreement, shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to December 31, 2025.

LETTER OF UNDERSTANDING RED CIRCLED EMPLOYEES

1. "Red-Circled Employees" are defined as those Employees who, on the date of ratification of the Collective Agreement, are receiving an hourly rate of pay that is greater than the Job Rate identified in Appendix "A" to the Collective Agreement (the "Grid") for the Job Level of the Employee.
2. "Red-Circled Rate" means the hourly rate of pay that a Red-Circled Employee is receiving as at the date of ratification of the Collective Agreement.
3. The following Employees are the Red-Circled Employees:

Employee Identification Number	Employee Identification Number	Employee Identification Number	Employee Identification Number
212392	215580	214914	213117
212417	215591	214996	213190
212469	212920	215047	213383
212544	212427	215058	213475
212559	212880	215073	213494
212573	213049	215132	213650
212764	213199	215232	213893
212802	213385	215246	214007
212854	214366	215348	214062
212888	213868	215371	214080
212890	214948	215467	214185
213001	213784	214459	214611
213013	213823	214474	214651
213020	213887	214557	214605
214591	214584		

4. Red-Circled Rates shall not be reduced. Red-Circled Rates shall be maintained until such time as:
 - a) The Red-Circled Employee is promoted to a Job Title to which the applicable hourly rate of pay (Start Rate, Training Rate or Job Rate) identified in the Grid is the same as or higher than the Red-Circled Employee's Red-Circled Rate; or
 - b) The hourly rate of pay associated with the Red-Circled Employee's Job Title increases such that the applicable Job Rate identified in the Grid is the same as or higher than the Red-Circled Employee's Red-Circled Rate.

5. A Red-Circled Employee who is promoted to a Job Title where the Red-Circled Employee's Red-Circled Rate is lower than the applicable Start Rate for the Red-Circled Employee's Job Level on the Grid shall be paid the Start Rate, effective their first day in the Job Title. Effective their first day in this Job Title, the Employee will have satisfied Clause 4(a) of this Letter of Understanding and will no longer be considered a Red-Circled Employee and their Red-Circled Rate will no longer be maintained. The Employee shall then progress from the applicable hourly rate of pay to the next applicable hourly rate of pay identified in the Grid for the Employee's Job Level until the applicable Job Rate is reached in accordance with Clause 13.03 of the Collective Agreement.
6. A Red-Circled Employee who is promoted to a Job Title where the Red-Circled Employee's Red-Circled Rate falls between the applicable Start Rate and the Job Rate for the Red-Circled Employee's Job Level on the Grid shall be paid the next highest hourly rate of pay on the Grid for that Job Level, effective their first day in the Job Title. Effective their first day in this Job Title, the Employee will have satisfied Clause 4(a) of this Letter of Understanding and will no longer be considered a Red-Circled Employee and their Red-Circled Rate will no longer be maintained. The Employee shall then progress from the applicable hourly rate of pay to the next applicable hourly rate of pay identified in the Grid for the Employee's Job Level until the applicable Job Rate is reached in accordance with Clause 13.03 of the Collective Agreement.
7. An Employee is no longer a Red-Circled Employee and their Red-Circled Rate is no longer maintained when Clause 4(a) or (b) of this Letter of Understanding are met.
8. Red Circled Employees shall receive a monetary payment in an amount equal to three thousand six hundred dollars (\$3,600.00) to be paid in four (4) equal payments as follows:
 - a) \$900.00 to be paid on the first pay period following the date of ratification.
 - b) \$900.00 to be paid on the first pay period in January 2023.
 - c) \$900.00 to be paid on the first pay period in January 2024.
 - d) \$900.00 to be paid on the first pay period in January 2025.

Red Circled employees must be actively employed on the applicable date(s) in accordance with Clause 8 (a) through (d) in order to receive the corresponding payment.

"Actively Employed" in this Letter of Understanding means that the Employee is employed by the Employer (including being on vacation or being on a statutory or

other leave authorized by the Employer) on the applicable date. Actively Employed does not include an Employee who has been terminated for just cause or permanently laid off by the Employer.

9. This Letter of Understanding forms part of the Collective Agreement.

LETTER OF UNDERSTANDING ASSIGNING EMPLOYEES TO NON-TRADITIONAL SHIFTS

The Parties acknowledge that prior collective agreements stated the normal work week for full time Employees would occur within Monday to Friday. Prior collective agreements also restricted part time Employees to work within Friday to Sunday once those Employees reached certain periods of employment. This Collective Agreement no longer states the normal work week for full time Employees shall occur within Monday to Friday, or that part time Employees become restricted to work within Friday to Sunday.

The Parties nonetheless recognize their past parameters for normal days of work have impacted Employees, and Employees may have planned their lives around those normal days of work. The Parties also recognize that the Employer has legitimate business interests in increasing production in order to meet the demands of its customers, and the Employer must retain discretion to organize and direct its workforce in a manner that satisfies customer needs.

The Parties recognize and acknowledge that the Collective Agreement, including Article 10, sets out the procedure for traditional shift schedule assignments. Traditional shift schedule assignments include an Employee moving from a day shift to an afternoon shift based on the needs of the Employer. This Letter of Understanding does not replace or modify the procedure for traditional shift schedule assignments.

The Parties adopt this Letter of Understanding to set out the procedure for non-traditional shift schedule assignments. Non-traditional shift schedule assignments include assigning full time Employees to shift schedules that include Saturday or Sunday work, assigning part time Employees to shift schedules that include work on Monday to Thursday, and otherwise assigning Employees to new regular shift schedules featuring different days of work. The purpose of this Letter of Understanding is to strike a balance between enabling the Employer to meet its operational needs and consideration for impacts on Employees.

Steps for obtaining Employees for new shift schedules

1. The following steps shall be adhered to for assigning full time Employees to shift schedules that include weekends, for assigning part time Employees who have completed their probationary period to shift schedules that include work on Monday to Thursday, and for otherwise changing regular shift schedules of any Employees who have completed their probationary period to different days of the week (all shift schedules resulting from such changes are herein referred to as "New Shifts").
 - i. First, the Employer shall attempt to fill the New Shifts with bargaining unit Employees willing to volunteer to take them.

- ii. Second, in the event that insufficient numbers of bargaining unit Employees volunteer for the New Shifts, the Employer shall attempt to hire new Employees externally ("External Hires") to fill the New Shifts. However, if the Employees assigned to a New Shift, including External Hires, initially lack the experience, qualifications, skill and ability to perform the work up to the Employer's accepted standard, the Employer shall be entitled to address the situation by temporarily assigning a reasonable number of full time bargaining unit Employees with the experience, qualifications, skill and ability to perform the work up to the Employer's accepted standard to the New Shift. Such Employees shall be temporarily assigned to a New Shift for a maximum of ninety (90) calendar days, or until the Employees assigned to the New Shift, including External Hires, are sufficiently trained, whichever is shorter. The Parties agree that these steps are not intended to result in or lead to loss of work for any existing bargaining unit Employees.
 - a) If it becomes necessary to temporarily assign bargaining unit Employees to New Shifts as outlined above, the Employer shall determine which Employees to temporarily assign through reasonable efforts to balance seniority with personal impacts on the Employees.
 - b) After an Employee is temporarily assigned to a New Shift, they shall not be involuntarily assigned temporarily to another New Shift for a period of one year.
- iii. Third, in the event that the Employer cannot find a sufficient number of bargaining unit Employees to volunteer permanently for the New Shifts and the New Shifts cannot be filled through External Hires without reducing the existing regular scheduled work of bargaining unit Employees, the Employer shall reasonably and in good faith select bargaining unit Employees to permanently move to the New Shifts in accordance with the following parameters.
 - a) In the absence of an Employee demonstrating, through reasonable documentary or other proof, that the New Shift will significantly interfere with (i) the Employee's family or educational responsibilities ("Reasonably Unavoidable Responsibilities"), or (ii) the Employee's ability to commute to work in a manner not present for their current shifts ("Commuting Issues"), Employees needed for the New Shifts shall be permanently moved to a New Shift in reverse order of seniority if they have the qualifications, skill and ability to perform the work to the Employer's accepted standard and their move does not impair the Employer's ability to meet operational needs.

- b) Notwithstanding an Employee's seniority and qualifications, skill and ability to perform the work to the Employer's accepted standard and the Employer's ability to meet operational needs, before moving an Employee to a New Shift, the Employer shall provide the Employee an opportunity to demonstrate, through reasonable documentary or other proof, that they have Reasonably Unavoidable Responsibilities or Commuting Issues. If an Employee adequately demonstrates such responsibilities or issues, the Employer shall then consider the next least senior Employee who possesses the qualifications, skill and ability to perform the work to the Employer's accepted standard for the New Shift and whose move will not impair the Employer's ability to meet operational needs, inquire into whether that Employee has Reasonably Unavoidable Responsibilities or Commuting Issues, and if they do, continue to consider further Employees with the qualifications, skill and ability to perform the work to the Employer's accepted standard for the New Shift and whose move will not impair the Employer's ability to meet operational needs, in accordance with reverse seniority.
 - c) Seniority will need to be balanced with Reasonably Unavoidable Responsibilities and Commuting Issues in selecting Employees to move to the New Shifts, while ensuring Employees selected for New Shifts possess the qualifications, skill and ability to perform the work to the Employer's accepted standard and whose move does not impair the Employer's ability to meet operational needs.
 - iv. In the event that the Employer needs to fill the New Shifts by moving existing bargaining unit Employees who have not volunteered for them, the Employer shall notify and discuss with the Union as part of the process for selecting Employees to move to the New Shifts pursuant to the foregoing parameters. The Union shall have a reasonable opportunity to make a proposal respecting which Employees to move to the New Shifts. The Employer shall give due consideration to such proposal, but shall ultimately retain discretion to move Employees to the New Shifts in accordance with the foregoing parameters.
- 2. Notwithstanding any other provisions of this Collective Agreement, the Employer shall provide minimum notice of ten (10) working days before moving an existing bargaining unit Employee to a New Shift as described in this Letter of Understanding
 - 3. The Parties agree that Shop Stewards shall not be temporarily or permanently assigned to a New Shift unless they volunteer to be assigned a New Shift.

This agreement is dated on June 8, 2022.

For the Company:

For the Union:

[REDACTED]
Jennifer Horrocks
Vice President, Human Resources

[REDACTED]
Paul Zarbatany
Local 2010 Business Representative

[REDACTED]
Rob Steeves
Vice President, Manufacturing

[REDACTED]
Philip Banh
Bargaining Member

[REDACTED]
Kim Liegghio
Director, Human Resources

[REDACTED]
Manpreet Lail
Bargaining Member

[REDACTED]
Dave de Vries
Sr. Manufacturing Manager

[REDACTED]
Werde Girmay
Bargaining Member

[REDACTED]
Bhavin Amin
Manager, Human Resources

[REDACTED]
Rachal Atanga
Bargaining Member

Appendix A: Wage Grid

The Wage Grid - January 3, 2022 - December 31, 2022

						Job Title by Department		
Job Level	Start Rate 1	Training Rate 2	Training Rate 3	Training Rate 4	Job Rate 5	Manufacturing Department	Shipping Line Haul, Calgary Branch Distribution and Recycling	Facilities & Maintenance Department
1	\$17.00	\$17.20	\$17.40	\$17.60	\$18.00	Machine Operator 1 Assembler 1 Glazier 1	Stager 1 Loader 1 Packer 1 Material Handler 1	Facilities Tech 1
2	\$18.35	\$18.65	\$18.95	\$19.25	\$19.65	Machine Operator 2 Assembler 2 Glazier 2 Material Expeditor 2	Loader 2 Swamper 2 Material Handler 2 Material Expeditor 2	Facilities Tech 2
3	\$20.65	\$21.10	\$21.55	\$22.00	\$22.55	Machine Operator 3 Assembler 3 Glazier 3	Material Handler 3	Facilities Tech 3
4	\$22.85	\$23.30	\$23.75	\$24.20	\$24.75	Assembler 4	Driver 1	Facilities Tech 4
5	\$25.00	\$25.60	\$26.20	\$26.80	\$27.50		Driver 2	
6	\$37.00	\$37.75	\$38.50	\$39.25	\$40.00			Journeyman Millwright Journeyman Electrician

Note: After this Agreement is ratified, bargaining unit Employees will receive retroactive pay to bring their wages paid for the period of January 3, 2022 to the date of ratification in accordance with the applicable Rate (Start Rate, Training Rate or Job Rate) for their Job Level in the 2022 Wage Grid.

The Wage Grid - January 1, 2023 - December 31, 2023

						Job Title by Department		
Job Level	Start Rate 1	Training Rate 2	Training Rate 3	Training Rate 4	Job Rate 5	Manufacturing Department	Shipping Line Haul, Calgary Branch Distribution and Recycling	Facilities & Maintenance Department
1	\$17.15	\$17.35	\$17.55	\$17.75	\$18.45	Machine Operator 1 Assembler 1 Glazier 1	Stager 1 Loader 1 Packer 1 Material Handler 1	Facilities Tech 1
2	\$18.75	\$19.05	\$19.40	\$19.70	\$20.10	Machine Operator 2 Assembler 2 Glazier 2 Material Expeditor 2	Loader 2 Swamper 2 Material Handler 2 Material Expeditor 2	Facilities Tech 2
3	\$20.60	\$21.25	\$21.70	\$22.15	\$23.00	Machine Operator 3 Assembler 3 Glazier 3	Material Handler 3	Facilities Tech 3
4	\$23.20	\$23.55	\$23.90	\$24.35	\$25.20	Assembler 4	Driver 1	Facilities Tech 4
5	\$25.50	\$25.90	\$26.45	\$27.00	\$27.95		Driver 2	
6	\$37.15	\$37.90	\$38.65	\$39.40	\$40.25			Journeyman Millwright Journeyman Electrician

The Wage Grid - January 1, 2024 - December 31, 2024

						Job Title by Department		
Job Level	Start Rate 1	Training Rate 2	Training Rate 3	Training Rate 4	Job Rate 5	Manufacturing Department	Shipping Line Haul, Calgary Branch Distribution and Recycling	Facilities & Maintenance Department
1	\$17.30	\$17.50	\$17.70	\$17.90	\$18.85	Machine Operator 1 Assembler 1 Glazier 1	Stager 1 Loader 1 Packer 1 Material Handler 1	Facilities Tech 1
2	\$19.15	\$19.45	\$19.75	\$20.05	\$20.50	Machine Operator 2 Assembler 2 Glazier 2 Material Expeditor 2	Loader 2 Swamper 2 Material Handler 2 Material Expeditor 2	Facilities Tech 2
3	\$20.95	\$21.40	\$21.85	\$22.30	\$23.40	Machine Operator 3 Assembler 3 Glazier 3	Material Handler 3	Facilities Tech 3
4	\$23.65	\$23.95	\$24.35	\$24.75	\$25.60	Assembler 4	Driver 1	Facilities Tech 4
5	\$25.85	\$26.30	\$26.80	\$27.30	\$28.35		Driver 2	
6	\$37.30	\$38.05	\$38.80	\$39.55	\$40.50			Journeyman Millwright Journeyman Electrician

The Wage Grid - January 1, 2025 - December 31, 2025

						Job Title by Department		
Job Level	Start Rate 1	Training Rate 2	Training Rate 3	Training Rate 4	Job Rate 5	Manufacturing Department	Shipping Line Haul, Calgary Branch Distribution and Recycling	Facilities & Maintenance Department
1	\$17.50	\$17.85	\$18.20	\$18.55	\$19.25	Machine Operator 1 Assembler 1 Glazier 1	Stager 1 Loader 1 Packer 1 Material Handler 1	Facilities Tech 1
2	\$19.45	\$19.75	\$20.05	\$20.35	\$20.90	Machine Operator 2 Assembler 2 Glazier 2 Material Expeditor 2	Loader 2 Swamper 2 Material Handler 2 Material Expeditor 2	Facilities Tech 2
3	\$21.15	\$21.60	\$22.05	\$22.50	\$23.80	Machine Operator 3 Assembler 3 Glazier 3	Material Handler 3	Facilities Tech 3
4	\$24.15	\$24.60	\$25.05	\$25.50	\$26.00	Assembler 4	Driver 1	Facilities Tech 4
5	\$26.45	\$27.00	\$27.55	\$28.10	\$28.75		Driver 2	
6	\$37.50	\$38.25	\$39.00	\$39.75	\$40.80			Journeyman Millwright Journeyman Electrician