

COLLECTIVE AGREEMENT

BETWEEN:

CERTAINTEED CANADA, INC.
Redcliff, AB
(hereinafter referred to as the “Employer”)

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the “Union”)

April 1, 2018 – March 31, 2021

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ARTICLE NO. 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. No one under this Agreement shall discriminate in any manner whatsoever against any person or group of persons because of race, color, sex, age religion, national origin or for any other characteristic protected by applicable law.
- 1.03 Purpose - the purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and its employees who will be covered by this Agreement.

ARTICLE NO. 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the certified bargaining agent for all employees except office, customer service, quality control, engineering, security and all supervisory personnel.

ARTICLE NO. 3 - UNION SECURITY

- 3.01 Membership in the Union is mandatory.
- 3.02 As a condition of continued employment, after fourteen (14) days of employment all employees shall pay regular monthly Union dues through payroll deduction. Initiation Fees and Assessments shall be deducted when the Employer is presented with an authorization for such deductions, signed by the employee. Such deductions shall be forwarded to the Union within fifteen (15) days of the month following the month in which the deduction occurred.

ARTICLE NO. 4 - MANAGEMENT RIGHTS and RESPONSIBILITIES

- 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; to formulate and enforce rules and regulations, policies and practices to be observed by employees; to change and abolish rules and practices as the Employer sees fit; and to discipline, suspend and discharge employees for just cause
 - b) the right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off 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 the location and the expansion, curtailment or discontinuation of operations; to subcontract work, to schedule operations and number of shifts, the right to determine methods, process and means of production, job content and quality and quantity standards, to use improved methods, machinery and equipment; to decide on the number of employees needed by the Employer at any time, the number of hours and days to be worked, and starting and quitting times and to determine financial policies including accounting procedures and customer relations.

ARTICLE NO. 5 - UNION ACTIVITY ON EMPLOYER PREMISES

- 5.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Plant Manager. Unless such activities interfere with operations, permission will not be unreasonably denied.

ARTICLE NO. 6 - UNION REPRESENTATION

- 6.01 The Employer will recognize the Union elected or appointed Shop Stewards provided they are employees of the Employer who have acquired seniority under this Collective Agreement. The Union shall notify the Employer in writing of the names of the Shop Stewards.
- 6.02 Shops Stewards shall suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. 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 the prior consent of their Supervisor. Unless such activities interfere with operations, permission will not be unreasonably denied.
- 6.03 The Employer will grant Leave(s) of Absence to a minimum of two (2) Shop Stewards as members of the Union Negotiating Committee, to negotiate a new collective agreement with the Employer. The Shop Steward must request the Leave of Absence from the supervisor at least five (5) days prior to the meeting dates. The Employer will pay the daily guarantee to each Shop Steward, for each day in attendance at negotiation meetings if the Shop Steward was scheduled to work on such day.

ARTICLE NO. 7 - NO STRIKES AND LOCKOUTS

- 7.01 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. The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

ARTICLE NO. 8 - GRIEVANCE PROCEDURE

- 8.01 Any grievance, disagreement, or difference of opinion between the Company, the Union, or the employee covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance, and shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. Prior to the initiation of the grievance process described herein, any employee concern other than termination shall be verbally presented to the supervisor and he/she shall have five (5) calendar days to try to adjust and/or settle the concern.

Time limit to institute a grievance:

- a) Termination or layoff - five (5) calendar days, however any liability will be limited to the date of the grievance
- b) All other employee grievances - ten (10) calendar days, however any liability will be limited to the date of the grievance.
- c) Should the time limits mentioned above not be adhered to, the grievance shall be considered abandoned.

The procedure for such adjustments and settlements shall be as follows:

STEP 1 - The employee with the Shop Steward, shall submit his complaint to the Production Manager or Supervisor of his department. The Production Manager or Supervisor shall give his reply no later than three (3) working days following the receipt of the grievance.

The grievance shall be presented in writing by the employee and signed by the employee, and shall contain:

- 1) a summary of circumstances giving rise to the grievance,
- 2) the provision(s) of the Agreement considered to have been violated, and
- 3) the particulars of the remedy sought.

STEP 2 - Failing settlement under Step 1, such grievance shall be taken up between the employee or the Shop Steward, the Business Agent concerned, and the Plant Manager or designate, with written notice being given, referring the grievance to Step 2.

STEP 3 - ARBITRATION - Written notice of referral of a grievance to arbitration, given as required by the above grievance procedure shall include a name or a list of names of the person or persons the party submitting to arbitration is willing to accept as the single arbitrator. The party receiving the notice, if it accepts the person or one of the persons suggested to act as arbitrator, shall notify the other party accordingly and the difference shall be submitted to that arbitrator. If it does not accept any of the persons suggested by the party sending notice, it shall notify the other party accordingly, and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator, either party may request the Director of Mediation to appoint a single arbitrator.

The single arbitrator shall hear and determine the matter, and shall issue a decision which shall be final and binding upon the parties.

The 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 parties will share equally the expenses of the single arbitrator.

8.02 Discipline Procedures -

- a) An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union Shop Steward on the same day it is served to the employee. The Steward will in turn, fax the reprimand or letter to the Union. The Steward will be allowed to use the Company fax for this purpose. Such written reprimand or warning letter shall be removed from an employee's file after twelve (12) months. For the purposes of written reprimands, either the employee or the Employer may request the presence of a Shop Steward at the reprimand meeting.
- b) For the purpose of progressive discipline, on same or similar incidents, it shall be promoted by the Company wherever feasible, and the order of discipline shall be as follows:
 1. Verbal warning documented
 2. Written warning
 3. One (1) day's suspension
 4. Three (3) day's suspension
 5. Termination

- c) Any document or discipline that is to be included in an employee's work file must have been brought to the employees attention at the time the incident occurred, but no later than seven (7) work days from each occurrence, or from the day of discovery of the violation. Extensions may be required to complete the investigation. No reasonable request for extensions may be denied.

ARTICLE NO. 9 - HOURS OF WORK and OVERTIME

- 9.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours of work per week, of days of work per week, or as a restriction on the scheduling of a longer or shorter work week or work day whenever, in the opinion of the Employer, this is required for business reasons.
- 9.02
 - a) The normal hours of work will be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusively.
 - b) The normal hours for twelve (12) hour shifts will be twelve (12) hours per day and average forty-two (42) hours per week in a two (2) week cycle.
- 9.03
 - a) Employees working twelve (12) hour shifts shall be entitled to three (3) paid meal periods of twenty-five (25) minutes.
 - b) Employees working eight (8) hour shifts shall be entitled to an unpaid meal period of thirty (30) minutes and two (2) ten (10) minute paid rest periods.
- 9.04
 - a) Employees working eight (8) hour shifts shall be paid time and one-half (1 ½) their regular hourly rate for all hours worked in excess of eight (8) hours per shift, or forty (40) hours per week. Employees working twelve (12) hour shifts shall be paid time and one-half (1 ½) for all hours worked in excess of twelve (12) hours per shift, or an average of forty-two (42) hours per week in a two (2) week cycle. Pay for Statutory Holidays shall be considered as time worked for the purpose of computing overtime.
 - b) Employees not required to work on a day during their scheduled work week, (i.e. being called off) shall not be required to complete their forty (40) or forty-two (42) hours before they receive overtime.
- 9.05 Unless an employee is notified not to report for work prior to the commencement of his shift, if he reports for work at his regular starting time he shall be entitled to a minimum of four (4) or six (6) hours pay depending on his/her schedule, even if no work is available.
- 9.06 An employee who is called in to work overtime will be entitled to one and one-half (1 ½) times as provided in Section 9.04. However, notwithstanding the provisions of Section 9.04, the minimum payment for an employee called in to work will be equivalent to the payment for four (4) hours work at the employee's regular rate, except where an employee starts to work four (4) hours or less before such employee's regular starting time, in which case overtime payment will be based on the hours actually worked.

- 9.07 a) If, as a result of the change to the employee's shift, the employee thereby works less than the standard hours of work for a standard period, the Employer will provide make-up work equal to the time lost by such change, provided the time lost was not as a result of a reduction in the number of production hours. A standard pay period shall mean the number of standard hours the employee would have worked had the employee not been transferred. Make-up work is to be provided only during the actual week of such occurrence. The employee must request this make-up work.
- b) An employee will not be eligible for overtime payment for hours worked on approved written request for an exchange of shifts.

ARTICLE NO. 10 - STATUTORY HOLIDAYS

- 10.01 a) All employees will have eight (8) hours pay or twelve (12) hours pay for shift work at their regular hourly rate for the Statutory Holiday. The following Statutory Holidays will be observed:
- | | |
|---------------|--------------------------|
| New Years Day | Thanksgiving Day |
| Good Friday | Family Day |
| Victoria Day | Christmas Day |
| Canada Day | Remembrance Day |
| Labour Day | Civic Holiday (August 1) |
| Boxing Day | |
- b) An employee who works on a Statutory Holiday will be paid one and one-half (1 ½) times his regular rate for the hours worked, plus the Statutory Holiday pay.
- c) In the event that one of the above listed Statutory Holidays falls on an employee's regularly scheduled day off, or during his vacation, he shall receive eight (8) hours pay or twelve (12) hours pay at his regular rate.
- d) an employee is not entitled to Statutory Holiday pay:
- i) if the employee has not worked and was not entitled to wages for at least the thirty (30) work days immediately preceding the Statutory Holiday; or
 - ii) if the employee does not work on a recognized Holidays when required or scheduled to do so; or
 - iii) if the employee is absent from his employment without the consent of the Employer for all or part of his last regular working day preceding or his first regular working day following a recognized Holiday.

ARTICLE NO. 11 - VACATIONS

- 11.01 Vacations will be granted based on length of continuous service from the employees hire date.
- a) Vacation pay shall be four percent (4%) of the gross wages paid to the employee in the year. In the first year of employment, employees working twelve (12) hour shifts shall be credited with seven (7) hours of vacation for each month of completed employment, to a maximum of eighty four (84) hours during that calendar year. Employees working eight (8) hour shifts shall be credited with eight (8) hours of vacation each month of completed employment, to a maximum of eighty (80) hours during that calendar year. Such vacation will be taken in the period between January 1st and December 31st in the calendar year following the commencement of employment.

- b) Employees who have completed one (1) year of continuous service from their hire date shall be credited with two (2) weeks paid vacation.
- c) Employees who have completed four (4) years of continuous service from their hire date will accrue vacation pay in the amount equal to six percent (6%) of the gross wages paid to the employee during the year. Upon commencement of five (5) years of service from their hire date the employee shall receive three (3) weeks paid vacation.
- d) Employees who have completed nine (9) years of continuous service from their hire date will accrue receive vacation pay in the amount equal to eight percent (8%) of the gross wages paid to the employee. Upon commencement of ten (10) years of continuous service from their hire date the employee shall receive four (4) weeks paid vacation.
- e) Employees who have completed fourteen (14) years of continuous service from their hire date will accrue vacation pay in the amount equal to ten percent (10%) of the gross wages paid to the employee. Upon commencement of fifteen (15) years of continuous service from their hire date the employee shall receive five (5) weeks paid vacation.
- f) Employees who have completed nineteen (19) years of continuous service from their hire date will accrue vacation pay in the amount equal to twelve percent (12%) of the gross wages paid to the employee. Upon commencement of twenty (20) years of continuous service from their hire date the employee shall receive six (6) weeks paid vacation.
- g) The employee shall request their vacation by February 28th of each year, and the Employer shall award all vacations by March 31st of said year. Seniority shall be the determining factor for all vacation selection. Employees, who choose not to select their vacation during the above-noted time frame, shall submit their vacation request a minimum of fourteen (14) days prior to their vacation preference. Vacation shall be allotted on a first come-first served basis after the February 28th deadline.
- h) On December 31st vacation accumulators will be set to zero (0). Any unused vacation dollars shall be paid out in January of the following year.

Vacation Time Entitlement

Anniversary	Entitlement	Dayshift EE (8 hrs)	Shift EE (12 hrs)
		Hours	Hours
Hire – 1 year		8 hrs/month (max 80)	7 hrs/month (max 84)
1 year +	2 Weeks	80	84
5 years +	3 Weeks	120	132
10 years +	4 Weeks	160	168
15 years +	5 Weeks	200	210
20 years +	6 Weeks	240	252

Vacation Accrual Rates

Anniversary	Entitlement
0 – 4 Years Completed	4%
5 – 9 Years Completed	6%
10 – 14 Years Completed	8%
15 – 19 Years Completed	10%
20 Years +	12%

- i) An employee may request a full update on their vacation account at any time. The Company shall provide information upon request.

ARTICLE NO. 12 - WAGES

- 12.01 The Employer shall pay wages to every employee covered by this Agreement at the hourly rate contained in Appendix "A", for the classification listed therein.
- 12.02 If the Employer establishes a new classification which falls within the scope of the bargaining unit, the Employer shall consult with the Union as to the rate of pay for the new classification. Following such consultation, the Employer will determine in its sole discretion, the rate of pay for the new classification.
- 12.03 Employees promoted to a new position, or transferred to another classification, shall serve a three (3) month trial period. If the employee fails to perform satisfactorily in the position or classification, they shall be returned to their former job, at the rate of pay for that former position or classification.
- 12.04 Wage Adjustment for Operators
1. Employees in the Operator classification as of the date of ratification of the 2018 collective agreement shall receive a sixty cents (\$.60) per hour add-on adjustment each year of the collective agreement. This adjustment shall be in addition to the general wage increase.
 2. The schedule of adjustments shall occur as follows:
 - a. First adjustment: sixty cents (\$.60) add-on upon ratification of the collective agreement.
 - b. Second adjustment: sixty cents (\$.60) add-on April 1, 2019.
 - c. Third adjustment: sixty cents (\$.60) add-on April 1, 2020.
 3.
 - a. New hires or successful bidders to the Operator classification will receive a stepped adjustment following demonstration of core competencies needed by skilled operators.
 - b. The new Operator will receive the base Operator rate minus the add-on adjustment upon entry into the Operator classification.
 - c. Upon demonstration of half of the Operator core competencies (To Be Determined) the Operator shall receive a thirty cents (\$.30) per hour add-on adjustment to base wage.
 - d. Upon demonstration to the remaining Operator core competencies (To Be Determined) the Operator shall receive an addition thirty cents (\$.30) per hour add-on adjustment to base wage.
 - e. The Operator will receive the aforementioned add-on adjustments upon demonstration of the ability to apply the core competencies on the job. Any disagreement concerning the interpretation or application of these terms and provisions shall be settled within the terms of ARTICLE NO. 8 of the collective agreement.
 4. Relief Operators: Relief Operators will receive the listed New Hire Operator Starting Rate and will receive the add-on adjustment upon satisfying the requirements listed in 3. c., e.

The Operator core competencies will be developed within thirty (30) days following ratification of the 2018 collective agreement.

ARTICLE NO. 13 - SHIFT PREMIUMS

13.01 The Employer will pay a shift premium of one dollar and twenty cents (\$1.20) for all hours worked between 7:00 P.M. and 7:00 A.M.

ARTICLE NO. 14 - LEAVE OF ABSENCE

14.01 Subject to the approval of the Employer, in writing, an employee may request in writing, a Leave of Absence without pay, to a maximum of thirty (30) calendar days. Such Leave of Absence may be granted at the discretion of the Employer, provided that the employee has exhausted all vacation time earned up to the time of the Leave of Absence request.

Such Leave may be extended by additional periods of thirty (30) calendar days with written approval of the Employer. Copies of the leaves or extensions granted by the Employer shall be forwarded to the Union.

An employee who does not return to work at the expiration of the Leave of Absence shall be considered to have voluntarily quit his employment, unless a valid reason is given to the Employer.

ARTICLE NO. 15 - BEREAVEMENT LEAVE

Non-Probationary Employees shall have Bereavement Leave entitlement as follows:

When death occurs to a member of a non-probationary employee's immediate family, the employee will be granted, upon request.

- 1) Bereavement Leave for the three (3) working days immediately following the day of death and in the event the funeral is held on an employee's regular workday other than the three (3) working days as stated above, the employee will be granted upon request, paid leave at his/her base straight-time hourly rate on that day to attend the funeral OR
- 2) Bereavement leave for three (3) consecutive working days within a fourteen (14) calendar day period following the day of death. Should the funeral occur outside these three (3) working days, funeral leave will be granted unpaid.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, son-in-law, daughter-in-law, sister, brother, mother-in-law, father-in-law, stepsons, stepdaughters, grandchildren, employee's grandfather or grandmother and the employee's spouse's grandfather or grandmother.

Stepfather and stepmother will be recognized provided such stepfather or stepmother had the status of the employee's father or mother.

Note: (The "spouse" of the employee shall be defined as the spouse on record with the Company's Human Resources Department.)

The Company requires an employee to provide proof of death of a member of the employee's family for which they are claiming Bereavement Leave. Such proof will include place, time and date of death.

ARTICLE NO. 16 - MEDICAL EXAMINATIONS

16.01 The Employer can require an employee to have a medical examination by a medical physician chosen by the Employer. The Employer will pay for all such examinations, and pay for the employee's time spent attending such medical examinations.

ARTICLE NO. 17 - PART-TIME

- 17.01 Part-time employees shall be paid eighty five percent (85%) of the full-time Packer's rate of pay for the first (1st) three hundred (300) hours of service. Part-time employee's rate of pay shall be increased to ninety percent (90%) of the full-time Packer rate of pay for the second (2nd) three hundred (300) hours of service. At six hundred (600) hours of service the part-time employee rate shall be equal to the full-time Packer's rate of pay. Part-time employees shall only perform work as a Packer.
- 17.02 Part-time Employees
- a) All persons employed to supplement the regular hourly work force to provide additional help on an incidental basis to cover peak work periods shall be classified as Part-time Employees.
 - b) Upon completion of two hundred and forty (240) hours work within any sixty (60) calendar day period, a part-time employee shall become a regular employee (provided an opening exists). Such employee shall be entitled to all rights and privileges of this agreement. His seniority shall be calculated from the first (1st) day of the sixty (60) calendar day period.
 - c) A part-time employee shall:
 - i. Be carried on a part-time seniority roster and where practicable shall be called into work according to their position on the roster.
 - ii. Be given first (1st) opportunity to qualify as a regular employee as openings become available and will then be placed at the bottom of the employer's seniority list.
 - iii. Not be called in to work outside an established shift if regular employees are available and willing to accept that work.
- 17.03 Employees hired as part-time will work less than forty two (42) hours a week, unless working as sickness, vacation, statutory holiday or leave of absence relief. Part-time employees will be offered employment opportunities to a maximum of eighty four (84) hours in a month in seniority order. Additional hours may be offered after all part-time employees have been canvassed. Employees hired as part-time employees will not qualify as full-time employees unless appointed to fill permanent vacancies created by employees leaving the Company, an expansion of operations or otherwise appointed by the Company in accordance with Article 17.02 (b).
- 17.04 A part-time employee will be paid the rate of one and one-half (1 ½) times the hourly rate for all hours worked in excess of the part-time employees regularly scheduled work day of eight (8) hours per day, or for all hours worked in a week in excess of forty (40) hours, or twelve (12) hours per day or for all hours worked in a week in excess of forty-two (42) hours.
- 17.05 After thirty (30) work days of employment, part-time employees will be entitled to pro-rated pay for Statutory Holidays based on the daily wages of the employee averaged over the nine (9) weeks of employment immediately preceding the week in which the Statutory Holiday occurs.
- 17.06 A part-time employee who works on a Statutory Holiday will be paid one and one-half (1 ½) times his regular rate for all hours worked.
- 17.07 Part-time employees will be paid four percent (4%) of gross wages for vacation pay based on the length of service with the Employer. After five (5) consecutive years of employment, the part-time employee will be entitled to six percent (6%) of gross wages for vacation pay.

ARTICLE NO. 18 - SENIORITY AND JOB POSTING

- 18.01 An employee shall not accrue or acquire seniority until he has successfully completed his probationary period. Upon successfully completing his probation period, his seniority shall date back to his date of hire.
- 18.02 The Employer shall recognize the principle of seniority, and qualifications for the purpose of daily call-in
- a) Every six (6) months, the Employer shall send a current seniority list to the Union.
- Seniority shall be defined as:
- full-time seniority is by the date the employee became full-time
 - part-time seniority is by the date the employee was hired
 - full-time employees shall have seniority over part-time employees
- b) Promotions to higher classifications within the bargaining unit shall be made in accordance with seniority and qualifications. Employees considered for promotion must possess the ability necessary for the higher classification. The Employer shall determine the ability. Such determination shall not be unreasonable, and shall be subject to the Grievance Procedure. Any employee who has been promoted to a higher classification within the bargaining unit, and after a reasonable trial period (not to exceed three months) does not meet the Employer's requirements for the higher position, shall be restored to his former position.
- c) The Employer will institute a training period of up to three (3) months for all employees moved up to operator, shipper, utility, mechanic's helper, or mechanic. During this period, the employee will receive their original classification wage through the training period. When the employee successfully completes the training and period and is awarded the position they shall receive the new classification wage paid retroactively to the beginning of the training period.
Employee's that are required to train co-workers, as per c) above, for their new positions shall receive a training allowance of one dollar (\$1.00) per hour of training.
- d) Demotions to lower classifications within the bargaining unit, due to reduced work requirements of the Employer, shall be made in reverse order of seniority.
- Employees who wish to exercise their seniority, must have performed that work prior to displacing a junior employee
- 18.03 In laying off and in recalling employees from layoff, the Employer will consider the skill, ability and seniority of the employees to perform the available work.
- 18.04 All permanent and/or temporary full-time vacancies shall be posted for a period of five (5) days to allow interested employees an opportunity to apply for the position(s). Awarding of the position(s) shall be based on seniority and the ability to perform the work.

- 18.05 An employee shall lose his 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 overstays his authorized leave of absence
 - d) the employee is absent without leave in excess of two (2) consecutive shifts without notice satisfactory to the Employer
 - e) the employee fails to return from layoff under the recall procedure set out in this Article, or
 - f) the employee is on layoff for twelve (12) consecutive months.
- 18.06 Same day hiring: the seniority of employees hired on the same day will be determined by a one time numbers draw.
- 18.07 In the event that an employee is promoted or transferred outside the scope of the bargaining unit, he shall retain and accrue seniority for a maximum of ninety (90) calendar days. At the end of the ninety (90) calendar days, the employee must exercise his seniority rights by returning to the bargaining unit, or relinquish his seniority rights.
- 18.08 Severance Pay - Employees laid off for more than twelve (12) months because of lack of work or plant shut down, shall receive a severance package, over and above the Canada Labour Code of ten (10) days per year of service at the rate of pay in effect at the time of the lay -off or shut down. To be eligible for the severance package an Employee must have five (5) years seniority.

ARTICLE NO. 19 - PROBATIONARY EMPLOYEES

- 19.01 During an employee's first six hundred (600) hours worked, or six (6) months of active employment, whichever comes first, an employee shall be considered a probationary employee. During this period his employment may be terminated, and such termination shall not be subject in any manner to the Grievance or Arbitration Procedure.

ARTICLE NO. 20 - GENERAL

- 20.01 The Employer will pay a Safety Boot Allowance once each calendar year, to full-time employees who have completed their probationary period, of two hundred and twenty-five dollars (\$225.00) for years 2015 and 2016 and two hundred and fifty dollars (\$250.00) for year 2017.
- 20.02 The Employer will pay a Tool Allowance once each calendar year to full-time mechanics and mechanics helpers who have completed their probationary period. Tool Allowance is for lost tools that have been reported, or for upgrading tools for the job. Employees must submit a receipt, and item(s) purchased, for reimbursement. Broken or worn out tools shall be replaced at equal value and total monies are not to exceed the maximum allowable allowance for the year. Tool allowance will be two hundred and twenty-five dollars (\$225.00) for years 2015 and 2016 and two hundred and fifty dollars (\$250.00) for year 2017.
- 20.03 **WCB Advances** - An employee who has two (2) years of seniority and who, as a result of a lost time accident incurred while at work with the Employer, and who is entitled to receive compensation under the Alberta Workers' Compensation Act, will be advanced by the Employer, a weekly allowance equal to seventy-five percent (75%) of the Workers' Compensation payment, until such time as Workers' Compensation benefits begin, provided the employee assigns (in writing) to the Employer all such compensation received by him in respect to the same period.

20.04 It is the responsibility of each employee to provide the plant's administrative office with his/her current address and phone contact number. The Company will use the last address and phone contact number provided to the administrative office by the employee for all contact purposes. A change of address and phone contact number form shall be submitted to the plant's administrative office for entry into the data system. The official record in the HR data base will be used to settle any issues brought forward.

ARTICLE NO. 21 - RSP PLAN

21.01 The Employer shall establish a group RSP Plan. Each full-time employee, who has acquired two (2) years seniority, shall contribute a minimum of two percent (2%) and up to the maximum allowable limit of their base yearly wage each month. Employees shall agree to participate in the Plan at the time of hire by completing the requisite authorization forms. The Employer contribution shall be equal to four percent (4%) of the employee's base yearly wage. Employees will be immediately vested in both the employee's and employer's contributions. Employees and the Employer shall have equal voice in the Plan.

ARTICLE NO. 22 - HEALTH and WELFARE PLAN

22.01 a) For the course of this Agreement, the Employer will provide a Company sponsored reimbursement lens or frames, of up to two hundred and fifty dollars (\$250.00) for the replacement of lenses or frames damaged at work which are not covered by Workers Compensation Benefits.

b) Medical Insurance Plan

Contributory Insurance: The Company agrees to maintain contributory medical, dental and short term disability (STD) plans during the term of this Agreement for all eligible employees and dependents as defined in the Plan(s). The Company may change administrators or insurance providers, or modify self-insured vs. insured status for specific benefits. The Company may amend the Plan(s) to modify specific benefits provided overall generally equivalent benefits are provided. Specific current details of the Plan shall be defined in the Summary Plan Description (SPD) or the insurance contract, provided by the Company.

The CertainTeed Canada Benefits Programs shall be administered by the Company and any enhancements and or changes which are incorporated into the various medical, dental, STD, life insurance or other benefit programs for union employees will be the same menu of options available to the salaried non-bargaining employees under the same terms and conditions. In addition, it is understood that the Company may make any other changes in various programs offered; these changes if any, will apply unilaterally to all salaried, hourly and bargaining unit employees participating in the CertainTeed Canada Benefits Program.

The Company will provide contributions equal to 70% of the premium of the low cost plan for medical, STD and dental for all coverage tiers. For the 2013 and 2014 plan years, the Company will provide contributions equal to 75% of the premium for the Core medical plan and dental plan.

Newly hired employees will be eligible to participate in the CertainTeed Canada Benefits Program after completing their probationary period. Under the CertainTeed Canada Benefits Program, an eligible employee may elect coverage for him/herself, as well as for any eligible spouse and dependent child(ren). Dependent verification must be provided for all covered dependents. Details of eligibility can be found in the SPD's or insurance contracts.

c) The family unit consists of the employee, employee's spouse and their children.

ARTICLE NO. 23 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

Effective April 1, 2003 the Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee and dependent contractor covered by this Collective Agreement. Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Locals.

ARTICLE NO. 24 - SICK LEAVE

24.01 After employees complete the Probationary Period, they will accrue Sick or Personal Pay up to a yearly maximum of four (4) sick or personal days per year. A paid personal or sick day for clarification shall be defined as the shifts the employee works, either eight (8) hour or twelve (12) hour shift.

When an employee utilizes a personal or sick day entitlement, the employee shall be paid a shift replacement wage which is equivalent in hours to the shift the employee is taking the time off from.

24.02 With the exception of extra-ordinary circumstances, the Employer requires a minimum of seventy-two (72) hours notice prior to taking a personal day. Sick days require a minimum notice of one (1) hour prior to the shift. The immediate or emergency circumstances will be considered on an individual basis, and will not be unreasonably denied. Employees on sick leave shall notify the Company every two (2) weeks to give an update on expected return to work. The Employer reserves the right to deny payment for a sick day or personal day in the event that proper notice is required but not given.

24.03 Sick or personal days will not be accumulated from one year to the next. Any unused sick or personal days shall be paid, at the employees base rate of pay, to the affected employee in December of each year. No sick or personal days taken in the month of December will be paid for in December.

ARTICLE NO. 25 - MAINTENANCE EMPLOYEES

25.01 Maintenance will be on call, during the week and weekend, on a rotating bases to assist with major repairs to the Plant. A major repair will be defined as an area that may cause a Plant shutdown.

a) A one (1) week rotation schedule will be developed where the process, day mechanics and electricians rotate. However, the electricians will be on call along with either a process or day mechanic. The schedule will be staggered. They shall only be required to be on call no more than thirteen (13) times per year. The process, day mechanics and electricians on call can transfer their on call responsibilities to a qualified replacement (with prior approval from supervision) and the volunteer shall be responsible for being on call for the designated period. Volunteering to be on call will be in addition to and does not negate the requirement to be on call as indicated in this paragraph. Should staffing levels among this group drop below February, 2018 staffing levels, the Company will discuss its staffing plans with the Union.

b) Employees called in during their rotation on call, shall be paid in accordance with Section 9.06.

- c) Employees required or volunteer to be on call shall receive four hundred dollars (\$400.00) for the first ten (10) weeks and five hundred dollars (\$500.00) for the last three (3) weeks, per week for the purposes of being on call. The on-call work week shall be defined as 7:00 A.M. Tuesday through to 7:00 A.M. Tuesday morning. When on call responsibilities are transferred to a volunteer, the volunteer will receive on call compensation in lieu of the scheduled mechanic/electrician.
- d) Employees may inter-change their schedule with another maintenance employee if dealing with personal issues.

ARTICLE NO. 26 - DURATION OF AGREEMENT

26.01 This Agreement shall be in force and effect from April 1, 2018 until March 31, 2021 and from year to year thereafter, except as hereunder provided.

26.02 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 March 31, 2021.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Bernie Haggarty, Business Agent

Mike Lodge
V.P. Manager

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.

APPENDIX "A"

Wage Rates

CLASSIFICATION	CURRENT	APRIL 1, 2019	APRIL 1, 2020
Packer	\$20.11	\$20.41	\$20.77
Shipper/Utility	\$20.89	\$21.20	\$21.57
Operator	\$24.49	\$25.47	\$26.52
New Hire – Op. starting	\$23.89	\$24.87	\$25.92
Mechanic-Helper	\$22.21	\$22.54	\$22.94
Day/Shift Mechanic	\$23.94	\$24.30	\$24.73
Process Mechanic	\$31.40	\$31.87	\$32.43

*The rate of pay for part-time employees shall be the full-time Packer rate of pay.

CLASSIFICATION	CURRENT	APRIL 1, 2019	APRIL 1, 2020
Journeyman Rate			
Millwright	\$34.80	\$35.32	\$35.94
Electrician	\$34.80	\$35.32	\$35.94
Welder	\$34.80	\$35.32	\$35.94

Apprenticeship Rates

- 1st year apprentice – 60%
- 2nd year apprentice – 70%
- 3rd year apprentice – 80%
- 4th year apprentice – 90%

The Employee shall not suffer a reduction in wages while going through the Apprenticeship Program. Once the appropriate percentage is greater than the base rate listed above under Classifications the apprenticeship percentage shall take effect.

LETTER OF UNDERSTANDING #1

BETWEEN: CERTAINTEED CANADA, INC.
(hereinafter referred to as the "Employer")

AND: GENERAL TEAMSTERS LOCAL UNION NO 362
(hereinafter referred to as the "Union")

The employer agrees to supply the following items. These items shall be replaced when worn out or damaged:

1. Thermal coveralls, boots and gloves for the shipping department personnel
2. Coveralls for the mechanics, as well as lock-up areas for the personal tools of the mechanics
3. Gloves and throw-away coveralls for all employees working in untidy areas.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Bernie Haggarty, Business Agent

Mike Lodge
V.P. Manager

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.

LETTER OF UNDERSTANDING #2

BETWEEN: **CERTAINTEED CANADA, INC.**
(Hereinafter referred to as the “Employer”)

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(Hereinafter referred to as the “Union”)

RE: **STATUTORY HOLIDAY PAY FOR TWELVE (12) HOUR SHIFTS EXAMPLE**

Article No. 10 Statutory Holiday Pay, calls for employees who work on Statutory Holidays to be paid one and one-half (1 ½) times the regular rate of pay for the hours worked. Shifts at CertainTeed Canada Inc. overlap the actual Statutory Holiday, therefore the interpretation of that clause would be:

Employees will be paid time and one-half (1 ½) for all hours actually worked on the Statutory Holiday.

For example - Statutory Holiday is January 1st.

- The December 31st shift of 7:00 p.m. through 7:00 a.m. January 1st would be paid 7:00 p.m. to midnight at straight time and midnight to 7:00 a.m. at time and one-half (1 ½).
- The January 1st shift from 7:00 a.m. to 7:00 p.m. would be paid time and one-half (1 ½) for the entire shift.
- The January 1st shift from 7:00 p.m. to 7:00 a.m. January 2nd would be paid time and one-half (1 ½) for the hours from 7:00 p.m. to midnight, and straight time for the hours from midnight through to 7:00 a.m. January 2nd.

LETTER OF UNDERSTANDING #2 (CONTINUED)

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Bernie Haggarty, Business Agent

Mike Lodge
V.P. Manager

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.

LETTER OF UNDERSTANDING #3

BETWEEN: **CERTAINTEED CANADA, INC.**
(Hereinafter referred to as the "Employer")

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(Hereinafter referred to as the "Union")

RE: **LABOR MANAGEMENT RELATIONSHIP MEETINGS**

The Parties hereto agree as follows:

The Company agrees to hold three to four meetings per year. The intent of these meetings is to produce a harmonious relationship between the Employer and the Union. All Shop Stewards shall be paid for all time spent attending such meetings, at their straight time rate for their classification. The Employer and the Union shall come to the table as equal partners during these meetings.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Bernie Haggarty, Business Agent

Mike Lodge
V.P. Manager

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.

LETTER OF UNDERSTANDING #4

BETWEEN: CERTAINTEED CANADA, INC.
(Hereinafter referred to as the "Employer")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(Hereinafter referred to as the "Union")

RE: POSTING TEMP LEAD HAND

Due to operational needs, the Company is posting a "Temporary Lead-Hand" position for relief for Supervisors

This position will be a relief position for Supervisors when they are on vacation, or any other leave from their job.

The Department manager will indicate the schedule required of this candidate.

This posting will adhere to Article 18.04 regarding seniority and will require an experienced employee who had held the position of operator or shift mechanic and has leadership qualities.

This position will pay two dollars (\$2.00) an hour more than regular rate.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Bernie Haggarty, Business Agent

Mike Lodge
V.P. Manager

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.

LETTER OF UNDERSTANDING #5

BETWEEN: CERTAINTEED CANADA, INC.
(Hereinafter referred to as the “Employer”)

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(Hereinafter referred to as the “Union”)

RE: MAINTENANCE CALL IN PROTOCOL

In connection with the changes the parties negotiated to ARTICLE NO. 25 – MAINTENANCE EMPLOYEES on-call schedule, it is necessary to follow a pre-determined process to determine whether the maintenance on-call employee(s) is needed to fix the maintenance problem. To this end a troubleshooting call-in protocol will be followed which will serve to help identify the problem and the steps taken to remedy the problem prior to calling in the maintenance on call employee. Notwithstanding this protocol, it is understood that for safety and/or legal reasons, appropriate, trained personnel may be needed and will be called in to address the maintenance issue. The troubleshooting call-in protocol will be shared with the maintenance call-in employee in the event he is called in so that he will be aware of the maintenance issue and the steps taken to repair or troubleshoot the problem. Regional HR management will provide oversight to this process to insure this problem solving approach is used consistently.

The maintenance call in protocol will be developed within thirty (30) days following ratification of the 2018 collective agreement.

LETTER OF UNDERSTANDING #5 (CONTINUED)

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Bernie Haggarty, Business Agent

Mike Lodge
V.P. Manager

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.

LETTER OF UNDERSTANDING #6

BETWEEN: CERTAINTEED CANADA, INC.
(Hereinafter referred to as the "Employer")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(Hereinafter referred to as the "Union")

RE: ARTICLE 18.03 – CLARIFICATION OF RECALL PROCEDURE

During the layoff period an employee will be required to inform the Employer of any changes to their contact info.

The Parties agree that the employee will have seven (7) days to report back to work from lay off.

During the recall period an employee may be recalled by the Employer by telecom (excluding SMS) and a mutually agreed time will be reached between the Employer and the employee to return to work.

This time period may be modified by mutual agreement between the Employer and employee, however, the time limits to report will not exceed thirty (30) days.

The Employer will be required to reference the agreement reached on recall, including the return to work date in letter form sent by registered mail to the employee.

SIGNED THIS 6th DAY OF FEBRUARY, 2019

ON BEHALF OF THE COMPANY:
CertainTeed Canada, Inc.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Robert Cohen, Director,
HR & Labour Relations

Jeremy Burke, Business Agent

Mike Lodge
V.P. Manager

Richard Bergman, Business Agent

Mark Hurst
Human Resources Manager

John Goulden, Health & Safety and
Environment Coordinator

Shawn MacKinnon, Production Mgr.