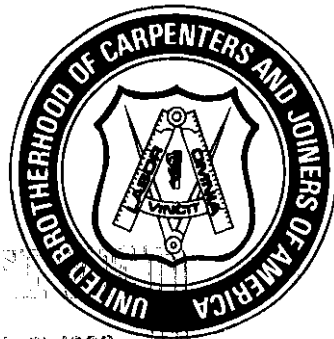


COLLECTIVE AGREEMENT
between
TRIPLE E HOMES (1996) LIMITED
AND
LOCAL 846
of the
UNITED BROTHERHOOD
OF CARPENTERS
and
JOINERS OF AMERICA



APR 17 1998

January 1, 1997 - December 31, 1998

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COLLECTIVE AGREEMENT

Effective

January 1, 1997 - December 31, 1998

Between

TRIPLE E HOMES (1996) LTD.

A body corporate having its head office at the
City of Lethbridge in the province of Alberta.

(hereinafter referred to as the "Company")

and

UNITED BROTHERHOOD OF CARPENTERS

and

JOINERS OF AMERICA LOCAL UNION 846

Of the City of Lethbridge, in the Province of Alberta
and their members

(hereinafter referred to as the "Union")

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, wage rates, and working conditions, to obtain efficient operations to protect the safety and health of employees, and to provide machinery for the adjustment of disputes which may arise between the parties hereto. It is the desire of both parties to work together harmoniously in promoting their mutual interest in the maintenance of efficient operations in the Company's Lethbridge Plant(s). Therefore, the Company and Union agree as follows:

1.02 The Union agrees to instruct its members and Company agrees to instruct its supervisors concerning the terms of this agreement. Both parties agree to respect each other's rights and to assume their obligations accordingly.

1.03 Both parties agree to endeavour to provide an atmosphere where trust, co-operation and mutual respect between employees and management is encouraged.

ARTICLE 2 RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company at its plant(s) in the jurisdictional boundary of Local Union 846 with the exception of the office and clerical employees, security and permanent quality control personnel.

2.02 The Shop Stewards shall act for the employee or employees in respect to his/her duties arising from

this agreement. Shop Stewards, after obtaining permission from his/her Supervisor, shall be permitted to leave his/her work for a reasonable time without loss of pay in order to carry out his/her duties. Such permission will not be unreasonably withheld by the Company.

The Company and Union agree that a ratio of One (1) Job Steward to every twenty-five (25) to thirty (30) employees would be beneficial to both parties.

2.03 The Union will elect or appoint sufficient steward(s) and said stewards shall not be discriminated against. The Union shall give notice to the Company in writing of the names of the shop stewards elected within seven (7) days from date of selection.

(a) In the event of lay-offs the Shop Steward(s) shall be retained by the Company irrespective of seniority standing, providing that the steward(s) are capable and willing to perform the work available.

(b) If five (5) or more employees are working. A shop steward shall be retained. If four (4) or less employees are working, it shall be mutually agreed by the Company and the Union as to whether a shop steward is required.

2.04 Persons whose regular jobs are not in the bargaining units shall not work on any jobs which are included in the bargaining unit. It is understood and agreed that Supervisors may perform some work in the instruction of new employees, Health, Safety and in the event of imminent danger to property.

2.05 The Company agrees to introduce all new employees to the shop steward before commencing

work. All new employees shall at the time of hire and before commencing work, fill out an application for membership to the Union. The Employer will notify the Union office on Friday each week of all newly hired employees.

2.06 The Company shall provide to the Union a complete list of its employees up to the level of Superintendent who are authorized to hire and discharge other employees, (under the terms of this agreement) within seven (7) days from the date a collective agreement is signed. The Company shall post this list in such a manner as to ensure observance by all employees. The Company shall issue a revised list within seven (7) days of any change.

2.07 The Company and Union shall designate suitable and proper places where the Union may post notices.

2.08 The Company and the Union desire every employee to be familiar with the provisions of this agreement, and his/her rights and duties under it. For this reason, both parties agree to share the cost equally in printing the agreement and each employee will receive a copy.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, schedules, processes, methods and means of dealing with products, materials and equipment, the right and responsibility to determine, establish, maintain and enforce reasonable standards of production and standards of quality is fully recognized and are solely the responsibility of the employer.

3.02 The Management and the operations of and the direction of the working forces. including, but not limited to, hire, transfer, and promotion within the terms of this agreement, discipline and discharge for proper and just cause: relief of employee from duties because of lack of work and enforcement of reasonable rules and regulations is vested exclusively in the management. Any claim of violations of this agreement shall be subject to the grievance procedure.

ARTICLE 4 UNION SECURITY

4.01 All employees who come within the terms of this agreement shall become members of the Union within fifteen (15) working days from the date of first employment. All members of the Union employed by the Company must maintain their membership in good standing as a condition of employment. However, the Union will exempt students from becoming members of the Union for a period of four (4) months, providing such students are hired under the following conditions:

- (a)** During the summer recess extending from April 15 to September 1 of any year.
- (b)** Providing that the student does not replace any Union members.
- (c)** Each student shall as a condition of continuing employment remit a work permit fee, in accordance with Article 5, each month, to the Union an amount equal to the regular Union dues in effect under the terms of this agreement.
- (d)** A student is defined as a person in full time attendance at a school or university immediately prior to April 15 and intending to return on or by September 1st.

- (e) A Student employed under conditions of clause (d) above will not accrue seniority rights.
- (f) Students will be employed under the classification and at the rate of pay as stipulated in Article 8.
- (g) Student employees shall be exempt from Article 11, Article 18, Article 19 and Article 20.

4.02 Business agents, after first receiving permission by the Company shall be allowed access to all shops and plants covered by this agreement, for the purpose of carrying out their official duties. Such permission will not be unreasonably withheld by the Company.

ARTICLE 5 DEDUCTION OF DUES

5.01

- (a) The Company agrees during the effective period of this agreement, to honour an authorization in writing by an employee for the deduction and remittance to the office of the Union, initiation fees, work permit fees, assessments and regular monthly union dues. The Company will mail to the Union such deductions not later than the fifth (5th) working day of the period following the deduction of initiation fees, work permit fees, assessments and dues. The Union shall inform the Company in writing of the amount of each Union dues, assessments and initiation fees from the time in force.
- (b) **WORK PERMIT FEES** By mutual consent of the parties, persons brought into the plant to perform specialty type work shall be required to pay work permit fees of not less than the dues paid by Union Employees.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.01 The regular work week shall consist of five (5) days, Monday to Friday, inclusive; of eight (8) hours each exclusive of lunch period as defined in subparagraph 9.03. The regular work day shall be performed between the hours of 7:00 a.m. and 5:00 p.m. This should not be construed as a guarantee of minimum hours of work, it is stated solely to provide a basis for the calculation of overtime.


6.02 Overtime should be paid as follows:

- (a) All hours worked in excess of the regular shift each day, Monday to Friday both days inclusive, shall be paid for at one and one half times the regular hourly rate.
- (b) The first four hours worked on a Saturday shall be paid for at one and one half times the regular hourly rate. All other work performed on a Saturday or Sunday shall be paid at double the regular rate.
- (c) In the event work is scheduled on a paid Statutory holiday and is worked, one days pay at the regular hourly rate for eight (8) hours will be paid plus two (2) times the regular hourly rate for each hour worked, provided the employee is eligible for pay on the statutory holiday.

6.03 Shifts: The wage rate for second and third shifts shall be sixty-five cents (\$.65) per hour over the employees' established rate.

6.04 Banked Overtime:

- (a) All banked overtime shall be based on the overtime at the employees' earned rate.

- 
- (b) Banked overtime will be limited to a maximum of forty (40) hours per calendar year. All hours greater than forty (40) hours must be paid out as overtime.
 - (c) Once in each six (6) month period (January and July) the employee(s) shall have the opportunity to change their option of whether or not to bank their overtime hours. This option to change must be completed on the appropriate form and submitted to the employees' supervisor by June 20 and December 20 and will be effective the first pay period beginning in July or January respectively.
 - (d) Employees must request time-off from their banked hours at least fifteen (15) working days in advance to the time requested. The Company must respond to the request for time-off within five (5) working days of the request.
 - (e) A minimum of one day (8 hours), to a maximum of three days (24 hours) can be taken at any given time and will be considered a regular worked day(s). The time-off granted will be at such time mutually agreed upon between the Company and the employee.
 - (f) Outstanding banked overtime, for the entire calendar year, ending December 31st of each year will be paid out on a separate cheque by January 31st.
 - (g) This program may be terminated at any time by the company or the union with thirty (30) calendar days notice.

ARTICLE 7 DURATION OF THE AGREEMENT

7.01 This Agreement shall be in effect from January 1, 1977 until December 31, 1998 and shall be

automatically renewed for a further period of one (1) year unless notice in writing is given by either party to the other for modification or termination. during a period of not less than sixty (60) days and not more than one hundred and fifty (150) days immediately prior to the anniversary date of any subsequent year.

7.02 After notice to amend has been given by either party, this agreement shall remain in **full force** and effect during any period of **negotiations**, even though such negotiations may extend beyond said anniversary date or said termination date, until a vote is held under the **provisions** of the Alberta Labour Relations Act.

ARTICLE 8 RATE OF PAY

8.01 The Company agrees to pay and the Union agrees to accept during the **lifetime of this** agreement. the **classification** of employees and the schedule of wages for all employees covered by the terms of this agreement as follows:

(a) CLASSIFICATION

- 1.** Tradesman: Any employee who holds a valid **Journeyman's** ticket issued in Canada and who is employed by the Company in **his/her** specific trade is classified as a tradesman. All new employees who are hired as tradesman or who subsequently are promoted to tradesman classification shall be **classified** as tradesmen. Tradesman will be assigned to work related to their skill and tools. However, they may be assigned to work temporarily as a production worker without reduction in pay, it being understood that if a tradesman accepts a position as a production worker on

a permanent basis, he **will** receive the hourly rate of a production worker.

2. **Apprentice:** Employed in accordance with the Apprenticeship Act.
3. **Production Workers:** All employees engaged in the assembly and installation of material and components to produce the finished product, not limiting the generality of the **foregoing**. This classification shall include the **floor**, wall and roof assembly, **drywall** application, **metal** shaping, metal application, floor covering, trim ducts, furnace, running gear installation, component **preassembly**, welding, machine operators, storekeepers, wiring, piping, woodworking, and painting of products, shipping and receiving **clerks**. All employees engaged in the **manual** handling of materials, movement of production line, loading and unloading of trucks and box cars, cleaning yard, plant, windows, homes, sweeping floors, removal of snow and garbage and all other **material** handling and janitors
4. **Group Leaders:** Employees **fully** experienced and capable of performing and directing all classes of work for one of the above mentioned classifications, and will be responsible for a group of not more than thirty (30) employees. Must possess a valid and upto-date Class One(1) First Aid Certificate and have **attended** the required **Supervisory** Training sessions which will be provided for by the Company. The training for both requirements is to be completed by the employee outside the normal work hours and at no expense to the Company for wages.

5. Lead Hand: Employees fully experienced and capable of performing all classes of work for one of the above mentioned classifications, and be responsible for a group of not more than ten (10) employees. Must possess a valid and up-to-date Class One (1) First Aid Certificate and have attended the required Supervisory Training sessions which will be provided for by the Company. The training for both requirements is to be completed by the employee outside the normal work hours and at no expense to the Company for wages.

(b) MINIMUM WAGE RATES

The minimum wage rate for the term of this contract for all regular hours worked shall be as follows:

Full-Time Workers on the seniority list at the time of signing this contract. By attrition the number of full-time workers will be reduced to 160 before any seasonal workers are made full-time. The percentage of seasonal workers to full-time may not exceed 40% of the total workforce at any time. Once an employee is full-time he/she will not be reduced to seasonal.

Seasonal: Any employee who is employed by the Company in excess of one hundred and sixty (160) full-time workers shall be classified as a seasonal employee. This classification of employee is ineligible for the Company program on Health and Welfare coverage as outlined in **Article 11, 11.01 (b) (c) (d) (e) (f) (y)**.

1. PRODUCTION WORKERS:

	Feb. 1/97	Jan. 1/98
First 30 working days (probationary period & student classification & seasonal)	\$9.50	\$9.50
Next 30 working days	\$10.50	\$10.50
Next 40 working days, & seasonal rate	\$11.35	\$11.35
Full time employees	\$14.97	\$15.20
	.10 RRSP	.20 RRSP

2. APPRENTICES

First year	: 75% of Tradesmen's rates
Second year	: 80% of Tradesmen's rates
Third year	: 85% of Tradesmen's rates
Fourth year	: 90% of Tradesmen's rates

3. GROUP LEADERS

Working Group Leaders will receive five (5%) percent over and above the hourly rate of Lead Hand and Maintenance.

4. Lead Hands & Maintenance:

Working Lead Hands and Maintenance will receive ten (10%) percent over and above the Production Workers' full rate.

5. FIRST AID CERTIFICATE HOLDERS

Employees appointed First Aid Attendants, except Group Leaders, Lead Hands and Maintenance, in 8.01-3 and 8.01-4, will be paid fifty (50) cents per hour over and above their regular rate PROVIDED they maintain a LEVEL ONE first aid certificate at all times.

6. TRADESMEN:

Employees hired in accordance with Article 8.01(a) 1. shall be paid six and one-half (6.5%) percent over and above the Production Workers' full rate.

ARTICLE 9 WORKING CONDITIONS

9.01 The Company agrees to provide adequate parking facilities in as ~~close~~ proximity as possible to the plant for all employees covered by this agreement and such parking facilities shall be kept clean and free of all construction materials and equipment which may damage an employee's vehicle. The Company agrees to provide reasonable assistance in **starting** employees cars when required.

9.02 The Company shall maintain at each building adequate heated lunch rooms for the employees which shall be kept in a clean and sanitary condition by the Company.

9.03 Each employee shall be entitled to a lunch period without pay, during his regular eight (8) hour shift. The ~~length of the~~ time for the said lunch period ~~shall~~ be not less than **thirty** (30) minutes and no more than sixty (60) minutes as mutually agreed upon between the Company and the Union. Employees ~~will~~ be allowed five (5) minutes to wash up, put away tools, and turn over defective tools to the lead men prior to the end of the work day.

9.04 One fifteen (15) minute rest period in the first half shift and one ~~fifteen~~ (15) minute rest period in the second half shift, without loss of pay, shall be granted on each regular shift times for said rest periods shall be **mutually** agreed upon by the Union and ~~the~~ Company.

9.05 Except in exceptional circumstances, the Company will **notify** employees twenty-four (24) hours in advance when overtime is required and all **overtime** shall be voluntary. Overtime ~~shall~~ be first **offered** to

and shall be equally distributed on a seniority basis among employees regularly doing the job. A qualified First Aid Attendant shall be present when overtime is worked.

9.06 An employee who has completed his/her regular shift and has left the Company's premises and is then recalled to work extra time, shall receive a minimum of four (4) hours pay at the appropriate overtime rate. Such minimum four (4) hours shall be payable on Saturdays, Sundays, and Statutory holidays.

9.07 When non-scheduled work is worked in excess of two (2) hours beyond the normal shift the employer shall provide a suitable meal for the employees to be consumed either at the end of the normal shift or no later than the second overtime hour at the discretion of the employer. Additional meals will be supplied at the discretion of the employer for subsequent four hour overtime periods.

9.08 Wages shall be paid every two (2) weeks, before quitting time, and not more than five (5) regular working days. Wages will be withheld. Pay will be distributed not more than five (5) minutes before the rest period in the second half shift. When an employee is laid off or dismissed, his/her record of employment together with all wages due shall be given to him/her not later than the day after the day upon which he/she is laid off or dismissed. On pay day the employer will have a Company office on the premises consisting of one (1) hour after wages are distributed to all employees unless necessary.

9.09 The Company shall provide a tool list of the basic hand tools required to perform work as related to the employee's particular assignment. The tools belonging to and used by an employee shall be

used on Company work shall be replaced with tools of equal value, by the Company if such tool(s) are worn out or broken through use in the job. In the event that the Company will change over to the metric system of measure, the Company shall pay the full cost of all tools required by each employee to perform their work.

9.10

- (a) Employees working out of doors shall be provided with suitable climactic clothing where necessary.
- (b) Coveralls or other protective clothing shall be supplied by the Company.
- (c) Cleaning charges shall be borne by the employer.

ARTICLE 10 STATUTORY HOLIDAYS AND VACATION PAY

10.01 The Company agrees to recognize the following Statutory holidays:

Labour Day	New Year's Day
Thanksgiving Day	Good Friday
Remembrance Day	Victoria Day
Christmas Day	Dominion Day
Boxing Day	August Holiday
Family Day	

and/or any other Statutory holiday(s) declared by the Civic, Provincial and/or Federal Governments.

10.02 An employee shall be entitled to receive a full day's pay at his regular hourly rate of pay for a recognized, previously designated Statutory holiday on which he does not work providing the following conditions are met:

1. An employee has completed at least **twenty-five** (25) working days, during the preceding twelve (12) months. and

- 2.** An employee must be at work for a full scheduled work period on **the** work day preceding the Statutory holiday and the **full** scheduled work day immediately succeeding the Statutory holiday.

A doctor's certificate certifying the employee was unable to work due to medical reasons will be accepted by the Company in lieu of the employee's presence.

10.03 Notwithstanding the foregoing, an employee, who would otherwise be entitled to pay for any **Statutory** holidays shall not be entitled to such pay if such Statutory holidays occur while he/she is on lay off, leave of absence, or while in receipt of Worker's Compensation payments. However, the Company will pay a "back to work" bonus to all full-time employees that have worked

- One (1) day in December equivalent to one (1) day's pay ~ if return to work prior to March 31.
- Six (6) days in December equivalent to two (2) day's pay
- Fifteen (15) days in December equivalent to three (3) day's pay

and return to work when recalled.

The employee is not otherwise entitled to the "back to work" bonus if he or she is entitled to the regular statutory holiday pay for these days (Christmas Day, Boxing Day and New Year's Day).

10.04 When any of the holidays described in 10.01 fall upon a Saturday and/or Sunday, it shall be **observed** on

the following work day or days. However, by mutual agreement between the Company and the Union the above mentioned holiday(s) falling upon a Saturday and/or Sunday may be observed on the days preceding the holiday(s). No work shall be performed on Labour Day.

- (a) In the event that a Statutory Holiday described in 10.01 falls in the middle of the week, such Statutory Holiday may be moved either to the Monday preceding the Statutory Holiday or the Friday following the Statutory Holiday, providing the Company and Union mutually agree to change the day and a minimum of fifty-one (51%) percent of the employees at the regular monthly meeting in a vote conducted by the union.

10.05 Every employee shall be entitled to Vacation as follows:

1. One (1) completed year to three (3) completed years – two (2) weeks vacation with pay. Vacation pay to be based on five (5%) percent of the gross earnings for the previous year.
2. Three (3) completed years to twelve (12) completed years – three (3) weeks vacation with pay. Vacation pay to be based on six (6) percent of the gross earnings for the previous year.
3. After twelve (12) completed years – four (4) weeks vacation with pay. Vacation pay to be based on eight (8%) percent of the gross earnings for the previous year.
4. The Company will, prior to the fifteenth (15th) of March, each year, designate the vacation period for such year, and Said vacation period shall be between June 20th, and August 20th of each year. It is understood and agreed that each employee

will take his/her holidays during the calendar year of his entitlement. but the Company may require that an employee split up his holidays so that no more than two (2) weeks vacation is taken at any one time. Vacation time in excess of two (2) weeks may be scheduled outside the vacation period as previously specified.

(a) Employees required to schedule vacation time, outside the vacation period as previously specified shall indicate vacation time preference in writing to the Company no less than thirty (30) days prior to the vacation time desired. Vacation time may be taken between October 15th and May 1st, and acceptance of such Vacation time outside the vacation period will be governed by seniority, or as mutually agreed upon. The maximum number of employees on vacation, outside the vacation period will be no greater than twenty-five (25%) per cent in any one department. The Company will advise the employee in writing within five (5) working days of the request whether the request is approved or denied, if denied the reason therefore.

(b) An employee not taking his/her full vacation time during the June 20th and August 20th time described as per article 10.05 (4) shall be allowed that vacation time in the time allowed in article 10.05 (4a).

5. A statement of vacation pay shall be given annually to the employee up to fourteen (14) days prior to their vacation, stating percentages of earnings, amount and period of deduction. The calculation for vacation pay shall be computed at the applicable rate as of the end of the third (3rd) week in June.

- (a) An employee may request in writing that the Company hold back a portion of the vacation pay. Any such hold back will be paid out within twenty-four (24) hours when the employee requests the pay hold back; or when the employee takes the balance of the vacation time as per Article 10.05, 4(a).

ARTICLE II LIFE AND HEALTH INSURANCE

11.01 The Company will provide at no cost to the employee a program for Health and Welfare coverage which shall include the following:

- (a)** Alberta Health Care
- (b)** Extended Health Benefits
- (c)** Life Insurance - \$30,000.00
- (d)** Accidental Death and Dismemberment - \$30,000.00
- (e)** Wage Indemnity
- (f)** Dependent Life Insurance
- (g)** Dental Plan:
 - 100% of Basic (to a maximum of \$2,000.00 per person per year)
 - 50% of Major (denture, crowns, bridges to a maximum of \$1,500.00 per person per year).

11.02 in the event an employee is absent due to sickness or injury, Life and Health coverage described in article 11.01 shall continue in force until the end of the month following the month in which the absence commenced.

11.03 in the event of Leave of Absence or temporary lay-off, Life and Health coverage described in article 11.01, with the exception of 11.01 (e), wage indemnity, shall continue in force until the end of the month during which the Leave of Absence or temporary lay-off commences.

ARTICLE 12 SAFETY AND HEALTH

12.01 The Company and Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

12.02 The Company will furnish hard hats and high quality safety glasses to all employees. In addition, safety gloves will be supplied where necessary. Any safety equipment specified by the Occupational Health and Safety Board for any job in the plant will be supplied by the Company and no deposit will be charged for the equipment. The Union will assist the Company in carrying out any reasonable accident prevention program.

12.03 The Company and the Union agree to name a safety and health committee(s) comprised of a union employee from each hanger and the number of Company representatives as the company designates. The Committee's function will be to promote safety and industrial hygiene in the plant. It shall make monthly inspections of the plant and equipment and hold regular monthly meetings. The said meetings are to be held during working hours without loss of pay to the employee(s).

- (a) A complete record of all items discussed shall be recorded in the minutes of the Safety and Health meeting and a copy of the minutes forwarded to

the Local Union Office within live (5) days of the Safety and Health meeting.

12.04 The Shop Steward shall be notified immediately of each **serious** accident, unsafe conditions or **injury**. Upon request of the Union, or the Company, the **Safety Committee** shall **investigate** and report as soon as possible on the nature and causes of any accident, unsafe conditions or injury

12.05 An employee hurt in an industrial accident shall be paid for the time lost on the day he was injured at his regular daily earnings including applicable shift **differential**. In the event the employee is hurt during overtime work, he will receive overtime premium to the end of the scheduled period, including overtime premium for overtime the employee was asked to work.

12.06 The Company shall provide transportation with a **qualified** First Aid **attendant** and pay for the time spent by the **employee(s)** during their shift hours for **medical** treatment required as a **result** of an industrial accident or occupational disease which occurs during that regular **shift**.

12.07 It is not the intent of the above provisions to **make** the Company responsible for the payment for such time and transportation which is compensated for by the Workers' Compensation Board.

12.08 In the event of the **employee(s)** sustaining injuries at work, or becoming affected by Occupational Disease during the course of their employment and becoming physically handicapped as a result thereof, the Company will provide **employment** for the handicapped worker where possible

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 All **differences** between the Company and the Union concerning interpretation, application, operation or an alleged violation of this agreement, shall be settled without stoppage of work or lockout . In the event of any dispute arising out of this agreement between the Company and an employee or the employees, the following procedure shall be followed:

1. The employee shall within three (3) working days of the alleged violation submit **his/her** complaint to **his/her** immediate supervisor, with the assistance of a Shop Steward or Union Representative as **he/she** sees fit. and the parties shall endeavour to settle the difference.
2. If the dispute is not settled within three (3) working days, (excluding Saturdays, Sundays and **Statutory** holidays) after having been referred under Part 1, the complaint will be referred to the Production Manager or the equivalent and the Shop Steward, in writing, and they shall endeavour to settle the difference.
3. If the difference is not settled within three (3) working days (excluding Saturdays, Sundays and Statutory holidays) after having been referred under Part 2, the complaint shall be referred to the Company Management and the Union Representative and they shall endeavour to settle the difference.
4. If the difference is not settled within three (3) working days (excluding Saturdays, Sundays and Statutory holiday(s) after having been referred under Part 3, either party may refer the difference to the Board of Arbitration for settlement

in the manner as provided for in the *Alberta Labour Relations Act*.

5. in the event that either party to the grievance fails to process the grievance in the time stipulated in any of the steps outlined above, this party shall be deemed to have conceded the dispute to the other party.
6. The **majority** decision of the Board of Arbitration shall be final and binding on both parties subject to the provisions of the *Alberta Labour Relations Act*. The Board of Arbitration shall not be vested with the powers to change, add to, or amend any terms of this agreement.

ARTICLE 14 UNION-MANAGEMENT COMMITTEE

14.01 The parties hereto recognize that occasions may arise during the term of this agreement when further discussions between the representatives of the parties may be helpful in promoting general plant conditions and better Union-Management relations.

14.02 It is accordingly agreed that there will be forthwith constituted a Union-Management Committee. The Committee shall consist of six (6) members; three (3) chosen by the Company and three (3) chosen by the Union, with each party having the power to appoint aforesaid substitute or substitutes to act on the Committee. Management and Union shall advise each other of the topics to be discussed one week prior to the date of each meeting. A chairman shall be appointed each meeting by mutual agreement.

14.03 The Union-Management Committee shall meet at least once every month, preferably on the Monday

before the second Tuesday of the month commencing with the month after the signing of this agreement for the purpose of reviewing any or all of the aforesaid matters. It is expressly understood and agreed that the said Committee has no power or authority by unanimous decision made by it or to make any variation, alteration or addition to the terms of this agreement. The sole right of this Committee is limited to making their recommendations to the parties hereto for their consideration. Any disagreement by the Committee Representatives shall not be subject to the Grievance Procedure, as provided for in this Agreement.

ARTICLE 15 DISCHARGE PROCEDURE

15.01 The company shall not discharge and/or terminate an employee(s) unless two written warnings have been issued for the same reason within the last four (4) month period, unless the circumstances justify immediate suspension or discharge. The Shop Steward will be notified as soon as possible after their termination (not later than the end of the following shift). In the event of a claim that an employee has been suspended or discharged unjustly, or unreasonably, the grievance shall be filed within three (3) working days. Warnings shall be given in writing in the presence of a Shop Steward designated for the area for which the concerned employee is working. The Company and Union agree that penalties shall not be imposed unreasonably or unjustly. Warning slips older than four (4) months after issue shall not be considered.

15.02 If it is determined or agreed at any step in the grievance procedure or decided by a Board of Arbitration that an employee has been discharged

unjustly, the Company shall put him/her back on the job with no loss of seniority and shall pay the employee the amount he/she would have earned had he/she been working, or by any other arrangement as to compensate which is just and equitable in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 16 SENIORITY

16.01 The parties recognize that job opportunity and security should increase in proportion to the length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, lay-off, or termination, senior employees shall be entitled to preference. Requested transfers shall be acknowledged in writing to immediate Job Steward within five (5) working days of the request.

(e) in the event of Hangar #5 being the only area of production the following shall apply:

The Lead Hand or Group Leader for each area involved in Hangar U5 production, along with their most senior employee in Said area shall be allowed to work. Any more people required shall come from the top of the seniority list.

16.02 in recognition, however, of the responsibility of the Company for the efficient operation of the plant, it is understood and agreed that in all cases of job transfer the Company shall have the right to pass over any employee if it is established that he/she does not have the ability or the physical fitness to perform the work after a reasonable trial period of five (5) working days. The five (5) day trial period may be terminated at any time. if the employee does not show a willingness and desire to do the job and steady improvement over the trial period.

16.03 Seniority of each employee covered by this agreement shall be established after a period of thirty (30) calendar days and shall count from date of employment. Seniority shall be maintained and accumulated during:

1. Absence due to lay-off.
2. Sickness or accident.
3. Authorized leave of absence.
4. Absence from employment while serving in Canada's Armed Forces in time of war.

16.04 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any of the following reasons:

1. If the employee voluntarily quits.
2. if the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
3. if the employee is laid-off and fails to return to work within five (5) working days after he/she has been notified to do so by the Company by registered mail to his/her last known address.
4. Is on lay-off for lack of work for a period of more than twelve (12) consecutive months.

16.05 The Company shall maintain a seniority list for the plant. A copy of such list shall be posted on the bulletin board for employees inspection and a copy of said list including rate of pay of each employee shall be submitted to the Union. These lists shall be kept up to date on a monthly basis.

16.06 JOB POSTINGS:

All vacancies for positions for more than one (1) month duration and newly created positions shall be posted for five (5) days on the bulletin board supplied for Union purposes.

The notice shall contain the following information: nature and location of the position, knowledge and qualifications required by the job, classification and wage rate, date of commencement of job. An employee desiring the position must make application to the company within live (5) days. The Senior employee applying for the position shall be given the appointment provided:

1. The employee has the ability to perform the work.

Interviews and postings of results shall occur as soon as possible after the closing date.

16.07 If an employee substitutes in any department on any job during the temporary absence of another employee he shall receive the hourly rate for that job or his regular hourly rate whichever is greater.

16.08 In the event of a lay-off due to lack of work, the employee affected shall be given notice as per the Labour Standards Act. The Union Stewards shall be given adequate notice of pending lay-off not less than 3 days, where possible.

(a) In the event of a partial lay-off a Group Leader, Lead Hand or Maintenance employee, may be retained without regard to seniority providing work being performed is within their respective departments.

16.09 It is understood that an employee shall be exempt from Article 18, Article 19, and Article 20 until such time as the employee completes the probationary period and seniority is established.

ARTICLE 17 LEAVE OF ABSENCE

17.01 An employee will be allowed up to thirty (30) days leave without pay for personal reasons if:

1. He requests it from the company in writing.

2. Leave is for a good reason and does not interfere with operations except in cases of emergency situations when leave shall be granted regardless. A leave of absence will be extended an additional thirty (30) day period if there is a good reason; and the company and union mutually agree. The employee must first request the extension in writing to the union before his/her thirty (30) day leave is up. After union approval, it must be submitted to the Company for approval. Neither the union or the Company will unreasonably withhold their approval.
3. in case of proven sickness or injury, an employee shall be entitled without loss of seniority, to an unpaid leave of absence to continue during the period of such sickness or injury not to exceed one (1) year. Termination of employment will occur if the one year is exceeded or after eighteen (18) months if the injury is job related.
4. The Company shall grant employees who are pregnant leave of absence without pay, providing the application therefore is accompanied by a doctors' certificate stating the approximate date of birth, and recommended length of leave.

17.02 An employee who has been elected or appointed by the union to attend Union Conventions or Conferences shall be granted a leave of absence without pay for this purpose. The union will inform the company at least one week in advance of the names of the delegates. The Company shall grant an employee a leave of absence of not more than two years to work in an official capacity for the Local or International Union. The employee must request the leave of absence in writing and the company and the union must approve it. This leave may be extended for additional periods. Such leaves must be requested at least one month in advance of starting date in writing.

17.03 Any leave of absence will be requested in writing and no such leave will affect any employee's seniority when used for the purpose granted.

17.04 The Company will advise the employee in writing within five (5) working days whether the application for leave of absence is approved or denied, and if denied, the reason(s) therefore. All leaves requested or granted as per 17.03 and 17.04 shall stipulate the effective date.

ARTICLE 18 BEREAVEMENT PAY

18.01 An employee who is absent from work as a result of the death of a member of his/her immediate family, (child, step-child, father, mother, step-parents, father-in-law, mother-in-law, spouse, sister, brother, grandparents, grandchildren, sister-in-law, brother-in-law, sister-in-law and brother-in-law of spouse, spouse's grandparents) shall receive pay for the time lost from his/her regular work week not to exceed three (3) consecutive working days of eight (8) hours each at his/her regular hourly rate of pay. Bereavement pay shall be paid for regular worked days only. An employee shall be granted up to three (3) days additional time-off without pay for the circumstances related to the death if an employee requests it.

ARTICLE 19 PAY FOR JURY SERVICES, CORONER'S INQUEST AND COURT WITNESS

19.01 The Company shall pay the employee who is required for Jury Service, for each day of service, the difference between his average straight time hourly rate for the number of hours he normally works on his shift, and the payment he received for Jury Service, Coroner's inquest Duty or as a Court Witness. The employee will present proof of services and the amount of pay received.

ARTICLE 20 SEVERANCE ALLOWANCES

20.01 Should the Company relocate the plant, present employees will be first hired to fill positions at the new location. If the number of positions at the new location are less than the present, employees with the most seniority will fill the available positions, it being understood the company will not be responsible for any moving expenses for employees.

ARTICLE 21 UNION LABEL SECTION

21.01 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label from the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed on the Employer's product, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the international Union.

ARTICLE 22 PENSION

22.01 The Company shall provide at no cost to full time employees, a pension in the form of an R.R.S.P. equal to the amount as indicated in (8.01 (b) 1).

LETTER OF UNDERSTANDING

ARTICLE 9

WORKING CONDITIONS

Triple E Homes (1996) Ltd. and the Union agree and understand that the Company will make rainboots available for the use of the employees whose job function requires them to work both inside and outside of homes or the production facilities. These boots will be placed in designated areas and will remain the property of Triple E Homes (1996) Ltd. The boots are to be kept in the designated areas when not in use and returned to these areas by the end of the work shift each day.

LETTER OF UNDERSTANDING

ARTICLE 16

SENIORITY

RE: AREA OF WORK

Triple E Homes (1996) Ltd, (the Company) retains the right to manage the work force and move employees to accomplish cross-training and the varied work load.

However, an employee who is moved may request, in writing, to return to their former job assignment and this employee's seniority **would** be given preference over another employee with less seniority.

LETTER OF UNDERSTANDING

ARTICLE 17

LEAVE OF ABSENCE

RE: PATERNITY LEAVE

Any employee requiring a leave of absence for paternity leave should submit a request in writing to the Production Manager. This leave would be without pay and to a maximum of eight weeks. Both parties agree that such requests shall be granted unless there are conditions which would make the request difficult to accommodate. Employees requesting this type of leave of absence should be aware that the Company needs sufficient notice to replace or train people to perform job functions on an interim basis.

LETTER OF UNDERSTANDING

ARTICLE 20

SEVERANCE ALLOWANCES

It is understood by both the Company and the Union that if the Company relocates the plant outside the boundaries of Local 846, that any severance allowances for employees will be in accordance with Alberta Labour Standards.

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**DATED AT THE CITY OF LETHBRIDGE
IN THE PROVINCE OF ALBERTA**

THIS _____ DAY OF _____, 1997

FOR THE COMPANY

Triple E Homes (1996) Ltd.
P.O. Box 2140
Lethbridge, Alberta
T1J 4K6

FOR THE UNION

United Brotherhood of Carpenters
and Joiners of America Local 846
2nd Floor, 2210 - 39th St. No.
Lethbridge, Alberta
T1H 5J2

