

COLLECTIVE AGREEMENT

Between

TRIPLE M HOUSING LTD.

AND

ALBERTA AND NORTHWEST TERRITORIES
(DISTRICT OF MACKENZIE)

REGIONAL COUNCIL

Of

CARPENTERS AND ALLIED WORKERS

LOCAL 2010

January 1, 2011 - December 31, 2012

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COLLECTIVE AGREEMENT

Effective

January 1, 2011 - December 31, 2012

Between

TRIPLE M HOUSING 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

ALBERTA AND NORTHWEST TERRITORIES (DISTRICT OF MACKENZIE)

REGIONAL COUNCIL of CARPENTERS **AND** ALLIED WORKERS

LOCAL 2010

OF the City of Calgary, 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 plant(s). Therefore, the Company and the Union agree as follows:
- 1.02** The Union agrees to instruct its members and the 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 **2010** with the exception of the office and clerical employees, and security.
- 2.02** The Shop Stewards shall act for the employee or employees in respect to their duties arising from this agreement. Shop Stewards, after obtaining permission from their Foreman, Assistant Production Manager or Production Manager, shall be permitted to leave their work for a reasonable time without loss of pay in order to carry out their duties. Such permission will not be unreasonably withheld by the Company.

The Company and the Union agree that a ratio of one (1) Shop Steward to every twenty-five (25) employees would be beneficial to both parties.

- 2.03** The Union will elect or appoint sufficient Steward (s) and said Steward (s) shall not be discriminated against. The Union shall give notice to the Company in writing of the names of the Shop Steward (s) elected within seven (7) days from the date of selection.
- (a) In the event of lay-offs the Shop Steward (s) shall be retained by the Company irrespective of seniority standing, as per article **2.02** providing that the Steward(s) are capable and willing to perform work available.
- (b) If five (5) or more employees are working, a Shop Steward shall be retained if willing and able to do the work. 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 the Foremen, Assistant Production Manager, Production Manager or Company Designate may perform some work in the instruction of employees, Health, Safety and in the event of imminent danger to the property.

- 2.05** The Company agrees to introduce all new and transferred employees to the Shop Steward of the assigned work area before commencing work. The Company will provide the training room

for new employees to receive a fifteen (15) minute orientation on the union and a Steward will sign up all new members inclusive in 4.01 and 5.01. The orientation will be conducted once per week and include all new employees hired since last orientation. 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 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 and send a copy to Union office.
- 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 the employee's 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 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. Employees shall observe Company rules and regulations not inconsistent with the terms of this Agreement. All Company rules and safety regulations to be published, posted and distributed to the employees by the Company, a copy of the said Company rules and safety regulations shall be filed with the Union. The Company shall notify the Union of any additions or amendments to said rules or safety regulations within seven (7) days from the date that said addition(s) or amendment(s) are effected. 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 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 1.
- (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 in person or page by phone 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.

4.03 The Company shall allow employees to attend regular scheduled Union Meetings (2nd Tuesday of the month at 4:00 p.m.). Any changes to this meeting schedule shall be reviewed by the Company and Union. A minimum of one months notice shall be given for any changes to take effect. No overtime will be worked on regular or special called meeting nights. The Company shall be given a minimum three (3) days notice for any special called meetings.

ARTICLE 5 DEDUCTION OF DUES

- 5.01 (a) The Company agrees during the effective period of this agreement, to honor 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 no later than the fifth (5) 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. Dues and initiation fees are to be paid on the first pay cheque.
- (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. Work permits will go from Purchasing to Payroll when required.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.01 The regular work week shall consist of two (2) shifts. The first shift (Shift A) shall work Monday to Friday, inclusive; of eight (8) hours each exclusive of lunch period as defined in sub-paragraph 9.03 and the regular work day shall be performed between the hours of 7:00 a.m. and 5:00 p.m. The second shift (Shift B) shall work Monday to Thursday, inclusive, of ten (10) hours each exclusive of lunch period as defined in subparagraph 9.03 and the regular work day shall be performed between the hours of 4:00 PM and 2:30 AM. In the event 3 shifts per day are required then all shifts will work Monday through Friday, inclusive; of eight (8) hours each. The shifts work hours shall be 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM. 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 shall be paid for at one and half (1.5) times the regular hourly rate to a maximum of four (4) hours, all other overtime beyond four (4) hours shall be paid at double (2~~X~~) the regular rate.
- (b) The first four (4) hours worked on Saturday shall be paid for at one and one half (1.5) times the regular hourly rate. All other work performed on a scheduled day off shall be paid at double (2) times 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 employee's established rate. Employees will be assigned to shift work by reverse seniority unless an employee volunteers to join the second or third shift and is able to do the work. It is understood that during the start-up of an additional shift senior employees (except those within the top one hundred (100) of the seniority list) may be transferred to the new shift for a maximum of ninety (90) calendar days for the purpose of training new employees. These senior employees may return to their original shifts once the training period is complete.

ARTICLE 7 DURATION OF THE AGREEMENT

- 7.01 This Agreement shall be in effect from January 1, 2011 until December 31, 2012 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 twenty (120) 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 Code.

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

Tradesman: Any employee who holds a valid Journeyman's ticket issued in Canada and who is employed by the Company in their 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. If a tradesman accepts a position as a production worker on a permanent basis, he will receive the hourly rate of a production worker. However, at the discretion of the Company that employee may be reinstated to work in their specific trade and classification as a Tradesman and will receive the hourly rate of a tradesman.

Apprentice: Any person, employed by the Company in accordance with the Guidelines set forth by Alberta Apprenticeship. Where as it is the mutual benefit of the Company and Union, the parties are committed to the development and advancement of the employees. Therefore, apprentices employed will subscribe to the regulations and guidelines of Alberta Apprenticeship and Industry Training.

Production Workers One: 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 pre-assembly, welding, machine operators, maintenance, store keepers, 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 boxcars, cleaning yard, plant, windows, homes, sweeping floors, removal of snow and garbage and all other material handling and janitors. Excluded would be plant windows, emergency snow removal and external garbage removal. Production Worker 1 has less than five (5) years of service with the company. Employees in this classification will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so.

Production Worker Two: Same as Production Worker One but has more than five (5) years of service with the company.

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. The Group Leader relays assignments and instructs employees on the methods, materials, and proper equipment used to complete assignments; trains all employees on safe methods of fabrication of assignments. Group Leaders review blueprints and ensure proper material is available for each project and other duties as assigned. Must possess a valid and up to date Standard First Aid Certificate and have attended the required Supervisory Training sessions which will be provided for by the Company. Supervisory training shall be at straight time. The training for the First Aid requirements is to be completed by the employee outside the normal work hours and at no expense to the Company for wages.

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. The Lead Hand relays assignments and instructs employees on the methods, materials, and proper equipment used to complete assignments; trains all employees on safe methods of fabrication of assignments. Lead Hands review blueprints and ensure proper material is available for each project and other duties as assigned. Must possess a valid and up to date Standard First Aid Certificate and have attended the required Supervisory Training sessions which will be provided for by the Company. Supervisory Training shall be at straight time. The training for the First Aid 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: The top one hundred and sixty-six (**166**) workers on the seniority list at the time of signing this contract shall be considered full time. The percentage of seasonal workers to full-time may not exceed **40%** of the total work force at any time. Once an employee is full-time they will not be reduced to seasonal.

Seasonal: Any employee who is employed by the Company in excess of one hundred and sixty-six (**166**) 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) (g) (h) until such time as the employee has accumulated two thousand (**2,000**) regular hours and has maintained seniority.

As to seasonal vs. full-time when the number of full-time employees drops below one hundred and sixty-six (**166**), the required number of people will be moved from seasonal to full-time following probationary periods and earnings specified under **8.01 (b) 1.**

1. PRODUCTION WORKERS

	January <u>01/2011</u>	January <u>01/2012</u>
Production Workers: First forty (40) (thirty-two (32) if on 10 hour shift) employee working days; student classification and seasonal)	\$13.00	\$13.00
Next forty (40) (thirty-two (32) if on 10 hour shift) employee working days (seasonal and full time)	\$15.00	\$15.00
Next forty (40) (thirty-two (32) if on 10 hour shift) employee working days (seasonal and full time, seasonal employees remain at this pay scale until they become full time employees)	\$16.00	\$16.00
Production Worker One (Workers at this level at the time of signing of the contract will remain at \$22.94 until they qualify to become a Production Worker Two.)	\$22.00	\$22.00
Production Worker Two	\$23.65	\$24.40
RRSP (all full time classifications)	\$0.60	\$0.60

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

2. GROUP LEADERS:

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

3. LEAD HANDS & MAINTENANCE

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

4. STANDARD FIRST AID CERTIFICATE HOLDERS

Employees appointed with Standard First Aid Certificates, 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.

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 well lit parking facilities in as close proximity as possible to the building each employee is working in 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 at the plant.

9.02 The Company shall maintain at each building adequate heated lunchrooms, 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 the employee's regular eight (8) hour shift. The length of the time for the said lunch period shall not be 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 at the end of each shift to clean up their work area and put away tools.

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 employees, from the department who are able to do that job and shall be distributed on a seniority basis. A qualified Standard First Aid Certificate holder shall be present when overtime is worked.

The Department Foreman will circulate an overtime sign-up sheet. The sheet will list the department employees in seniority sequence and specify the overtime being offered. The employee will initial acceptance or rejection. It is understood that accepting an overtime shift and not showing **up** is cause for a disciplinary written notice to be placed in the employee's file.

9.06 An employee, who has completed their 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 overtime pay as per

Article 6.02. Such minimum four (4) hours shall also apply to Saturdays, Sundays and Statutory holidays.

- 9.07 When non-scheduled overtime is worked in excess of two (2) hours in conjunction with a normal shift, the employer shall provide a suitable meal for the employees to be consumed either at the end of the normal shift or not later than the second overtime hour at the work station. Additional meals will be supplied at the end of each subsequent four (4) hour overtime period. The employee may accept \$12.50 as cash equivalent in lieu of the meal but must have worked their full regular shift to be eligible.
- 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 later than five (5) minutes before the lunch period and pay stubs or cheques will be folded and stapled or sealed in an envelope to ensure confidentiality. When an employee is laid off or dismissed, his/her record of employment together with all wages due including accrued vacation pay shall be given to him/her within three (3) days as per Employment Standards. On payday the Company will have a Company official on the premises for a minimum of one (1) hour after wages are distributed to document discrepancies on a standard form. Payroll discrepancies shall be reported by the employee within three (3) working days. Discrepancies equal to or greater than one days pay shall be corrected within three working days; lesser amounts shall be included on the next pay.
- 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 supplied by an employee which are 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 climatic clothing where necessary. The Company will make rain boots available for the use of the employees whose job function requires them to work outside of the workplace. Furthermore, any employee required to work outside for more than 1/2 hour shall be supplied with adequate climatic clothing i.e. insulated winter boots, coveralls, mitts and gloves. These boots and clothing will be placed in designated areas (and will remain the property of the Company) and when not in use be returned to these areas by the end of the work shift each day. The company will make a reasonable effort to ensure the above clothing is clean and sanitary.
- (b) Coveralls or other protective clothing shall be supplied, maintained and cleaned by the Company for the following jobs: mud, tape, painting, tarring, insulation, lino, floor decking without lifter, maintenance, grouting, all truss presses and forklift operators.
- (c) Coveralls will be provided (2 adequate or new pair per year for use at work) upon request to any other employee after sixty (60) working days, but the maintenance and cleaning is the employee's responsibility and expense. Coveralls to be handed out every six (6) months, in January and July.

ARTICLE 10 STATUTORY HOLIDAYS AND VACATION PAY

10.01 The Company agrees to recognize the following Statutory holidays:

Labour Day	New Years Day
Thanksgiving Day	Good Friday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	August Holiday
Family Day	

And/or any other Statutory holiday(s) declared by the Civic, Provincial and/or Federal Governments. These statutory holidays shall be recognized by the Company regardless of changes made by Civic, Provincial and/or Federal Governments.

Employees will be eligible for one (1) paid floater holiday day per Calendar year after the probationary period has been successfully completed. In the event, a new statutory holiday is declared by the Civic, Provincial and/or Federal Governments the floater holiday shall be eliminated. If an employee is laid off or terminated before using their floater holiday, they will be paid for the floater at the time of lay off or termination providing they have worked 25 days in the previous twelve (12) months. If an employee voluntarily quits, they forfeit their right to be paid for the floater.

10.02 An employee shall be entitled to receive a full days pay at their regular hourly rate of pay for a recognized, previously designated Statutory holiday on which the employee 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 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.
3. A doctor's certificate certifying the employee was unable to work due to medical reasons or medical reasons pertaining to their immediate family will be accepted by the Company in lieu of the employee's presence.
4. An employee is on authorized leave of absence to a maximum of three (3) days. Leave of absences granted for longer than three (3) days shall not be eligible for statutory holiday pay. It is understood that all eligible vacation days shall be exhausted before a leave of absence will be granted.

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 the employee is on lay off, leave of absence (for a period greater than three (3) working days), 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 pay – if return to work prior to March 31.

- Six (6) days in December equivalent to two (2) days pay – if return to work prior to March 31

- Twelve (12) days in December equivalent to three (3) days pay – if return to work prior to March 31

and return to work when recalled.

Absence due to medical reasons (doctor's certification) pertaining to the employee or the employee's immediate family will be considered as day worked. The employee is not otherwise entitled to the "back to work" bonus if the employee 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 statutory holidays described in **10.01** falls on a Saturday the preceding Friday, shall be observed as the holiday. If the statutory holiday(s) falls on a Sunday the following Monday shall be observed as the holiday. No work shall be performed on Labour Day. In the event that a Statutory Holiday falls during the week, it will be observed on that day.

10.05 Each 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 nine (9) completed years – three (3) weeks vacation with pay. Vacation pay to be based on ~~six~~ and one-half percent (6.5%) of the gross earnings for the previous year.
3. Nine (9) completed years to fourteen (14) completed years – four (4) weeks vacation with pay. Vacation pay to be based on eight and one-half percent (8.5%) of the gross earnings for the previous year.
4. Fourteen (14) completed years or more – five (5) weeks vacation with pay. Vacation pay to be based on ten percent (10%) of the gross earnings for the previous year.
5. The Company will prior to the thirtieth (30) of March each year post the summer shutdown period. The shutdown period will consist of a two (2) week shutdown between July 1 and August 31 of each calendar year. No other holidays will be granted during the period of June 15 to Sept 15 except employees who have twenty (20) completed years or more may take one (1) of their accrued weeks of vacation during the June 15 to Sept. 15 period.

All employees eligible for vacation may take three (3) days or less vacation three (3) times per year between Sept. 16 and June 14.

In all instances, except the two (2) week shut down period, requests for vacation must be submitted *sixty* (60) days in advance of the proposed vacation period and notice of success will be given to the employee fifty-three (53) days prior to the vacation period. Vacation will be granted based on seniority and limited to a maximum of twenty-five percent (25%) of employees gone from a department at any one time (minimum of one (1) employee). Requests inside of *sixty* (60) days will be given on a first come basis without regard to seniority (maximum of twenty five percent (25%) of employees on vacation per department at any time).

Vacation time will be administered on an anniversary year basis. Entitlement is established at the start of the anniversary year as outlined in 10.05 (1 thru 4) and vacation time is to be taken before the next anniversary date.

The company will post on November 30 each year it's intended work schedule for December.

Vacation pay will be accrued at the rate schedule as outlined in 10.05-1 through 10.05-4. Employees will be able to request vacation pay with each vacation request and paid out at the vacation period. If there is no scheduled shutdown in the month of December then one pay out of accrued vacation pay will be allowed in the month of December.

(a) A statement of the accumulated vacation pay will be shown on the employee's bi-weekly pay stub.

ARTICLE 11 LIFE AND HEALTH INSURANCE

11.01 The Company will provide at no cost to the employee a program for Health and Welfare coverage. Any changes have to be equal or greater value to the present plan.

The plan will include the following:

(a) Alberta Health Care

In the event that the Alberta Government reduces or deletes these premiums, all employees that the Company was paying the premiums for on Wednesday February 1, 2006, will receive the following benefit

The Company will transfer the reduction or deletion, in the same amount, at the same time to these employees R.R.S.P.'s. Otherwise if no change – status quo.

In the event the government reinstates AHC premiums, this RRSP contribution will stop and the funds will be redirected to the AHC premiums.

(b) Extended Health Benefits

(c) Life Insurance - \$65,000.00.

(d) Accidental Death and Dismemberment - \$65,000.00

(e) Wage Indemnity

(f) Dependent Life Insurance – Spouse \$12,000.00 and child \$6,000.00.

(g) Dental Plan 100% of Basic (to a maximum of \$2,250 per person per year)
50% of Major (denture, crowns, bridges to a maximum of \$2,250 per person per year)

(h) Family Vision Care to a maximum of \$200.00 per person every twenty-four (24) months. No eye exams.

A coverage pamphlet will be given to each employee every year.

Fee guide differences will be the responsibility of the employee. The fee guide used is called the "Great West Life Representative Price for Alberta Dental Fees".

An identification card will be issued to all employees who qualify for Health and Welfare coverage. This card will allow for payment of prescriptions directly to the pharmacy by the insurance provider. Prescription coverage will be for generic drugs only when available and there will be a maximum limit on dispensing fees of \$10.00 per prescription. Any difference in prescription costs or dispensing fees will be the responsibility of the employee.

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 Wage Indemnity/STD allowed under 11.01 (e) to a maximum of seventeen (17) weeks.

11.03 In the event of temporary lay-off, Life and Health coverage described in Article 11.01, with the exception of 11.01 (e) wage indemnity, shall continue in full until the end of the temporary lay-off.

11.04 In the event of Leave of Absence, 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 commences.

11.05 Employees returning to work from stress leave may not necessarily be returned to their regular work position if this was mutually agreed by the affected employee, Shop Steward and the Company.

ARTICLE 12 SAFETY AND HEALTH

12.01 The Company and the 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 their respective safety and health committee(s) comprised of union employees from each manufacturing facility and a number of Company representatives as the Company designates. Members to be mutually accepted. 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 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 five (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 the employee was injured at the employees regular daily earnings including applicable shift differential. In the event the employee is hurt during overtime work, the employee 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 the 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 the employee(s) employment and becoming physically challenged as a result thereof, the Company will provide employment for the affected employee(s) where possible.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13 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. The Shop Steward/Representative and the foreman or Assistant Production Manager shall endeavour to settle differences prior to filing a grievance as per (1) through (7). If the dispute is not settled the procedures shall be as follows:
- (1) The employee shall within three (3) working days of the alleged violation submit their complaint to their foreman or Assistant Production Manager with the assistance of a Shop Steward or a Union Representative as the employee 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 holidays) 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 Code.
 - (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 Code. The Board of Arbitration shall not be vested with the powers to change, add to, or amend any terms of his agreement.
- (7) Mutually agreed to reasonable extensions made to allotted times in one (1)-six (6) above by either party to be in writing.

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 power to appoint aforesaid substitute or substitutes to act on the Committee. 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 second Tuesday of the month 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 the recommendation 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 suspend or discharge an employee(s) unless two written warnings have been issued for the same reason within the last ninety (90) employee working days, unless there is just cause for immediate suspension or discharge. A Shop Steward will be present, if an employee is discharged. In the event a Shop Steward is not available, the shop steward will be notified 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 which the concerned employee is working. The Company and Union agree that penalties shall not be imposed unreasonably or unjustly. Any employee who receives five (5) written warnings for the same reason, within a twelve (12) month period shall be required to meet with a company Human Resources representative to discuss the nature of the problems related to the warnings. The employee may be required to enter into the Employee Assistance Program (EAP) or other corrective action if it is mutually agreed by the Company, the employee, and the Union if requested by the employee. If the problem persists after corrective action other disciplinary action, up to and including discharge, may be implemented.
- 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 the employee back on the job with no loss of seniority and shall pay the employee the amount they would have earned had the employee been working, or by any other arrangement as to compensate which is just and equitable as agreed in the grievance procedure.

15.03 All new employees shall be regarded as probationary for the first *sixty (60)* employee working days or forty-eight (48) days if on a 10 hour shift of their employment. Release of an employee prior to completion of the employee's probationary period, with just cause, shall not be subject to the grievance procedure. Subject to mutual agreement between the Company and the Union the probationary period for any given employee may be extended. At the Company's discretion a probationary employee may be transferred to another department where their skills may be more suitable.

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. All employees requesting a transfer must submit a Request For Transfer Form to the Production Manager or company designate, who will respond to the request within five (5) working days. Copies of submitted requests will be distributed to the employee, Shop Steward and Production Manager. Requests For Transfer will expire *sixty (60)* calendar days after being submitted. Employees successful in transfer will not be eligible for another transfer for ninety (90) calendar days.

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 the employee does not have the ability or the physical fitness to perform the work after a reasonable trial period of up to 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 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 their seniority standing and their 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.
5. Is on Leave of Absence and exceeds the maximum allowable as defined in Article 17.01-2.

16.05 The Company shall maintain a seniority list(s) for the plant(s) as per 2.01 of this Collective Agreement. A copy of such list(s) shall be posted on the bulletin board for employee's

inspection and a copy of said list(s) including rate of pay of each employee shall be submitted to the Union. These list(s) shall be kept up to date on a monthly basis and a copy sent to the Union office and given to the Shop Stewards in all hangars. If the company opens another plant(s) the seniority list(s) shall be separate and stand alone at each plant(s).

16.06 All vacancies for union 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 five (5) days. The senior employee applying for the position shall be given the appointment provided the employee has the ability to perform the work.

In cases where a senior employee(s) is passed over said employee(s) shall be notified as to the reasons in writing.

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

16.07 If a Company designate, as listed on the hire/fire list, requests for any employee(s) to substitute in any department on any job during the temporary absence of another employee(s) for eight (8) consecutive hours or more, the employee shall receive the hourly rate for that job or the employee's 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 Alberta Employment Standards Code. The Shop 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, Maintenance employee, Belcarra employees or service crew employees whose normal work is away from the manufacturing facility 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.

16.10 The Company retains the right to manage the work force and move employees to accomplish cross-training and the varied work load to a maximum of twenty (20) employee working days in duration.

However, an employee within twenty (20) employee working days 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.

ARTICLE 17 LEAVE OF ABSENCE

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

1. Employee requests it from the company in writing and 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 the employees 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.

2. 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 one year is exceeded or after eighteen (18) months if the injury is job related.
 3. The Company shall grant employees maternity/paternity absence without pay, providing the application therefore is accompanied by a doctors'/adoption certificate stating the approximate date of birth/adoption, and recommended length of leave as per Alberta Employment Standards Code.
- 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 (2) years to work in an official capacity for the Local or International Office. 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 (1) 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 their 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 their regular work week not to exceed three (3) consecutive working days of eight (8) hours each at their regular hourly rate of pay. Bereavement pay shall be paid for regular worked days only and shall not include statutory holidays. 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 they normally work on their 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. Any employee who is a party to the court proceedings will be excluded from receiving payment.

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 is understood the Company will not be responsible for any moving expenses for employees.

It is understood by both the Company and the Union that if the Company relocates the plant outside the boundaries of Local 2010, that any severance allowances for employees will be in accordance with Employment Standards.

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**.

ARTICLE 23 FIELD WARRANTY AND OFF-SITE PROJECTS

This article will govern work done by Union employees for work projects that have been created outside of the Company manufacturing facility. These projects may include, but are not limited to, field warranty, Belcarra Homes set-ups and First Nation contracts. It is not the intent of this clause to replace regular warranty and set up work normally completed by the Company dealer network. Although the Company would prefer to use Union employees for off-site projects, projects may require the use of contractors and sub-contractors. Casual employees hired locally by the Company at the Off-Site Project will be exempt from joining the union but will submit a work permit fee not less than the dues paid by union employees. It is understood that the off-site Company foreman will be assisting and participating in the work performed at the Job Site. The Company and Union agree that the Company will be responsible to provide facilities that are consistent with standard practices of the construction industry in Alberta, maintaining a safe and healthy work environment.

Members working on Off-Site Projects within **15 km** of the Lethbridge City Limits:

1. Selection of employees for off site projects will be based on the Company's best analysis of their overall skills as related to the type of work to be performed.
2. Employees will be expected to comply with the Company's direction with regards to work reporting location. The hours of work will remain equivalent to **Shift A** defined in Article **6.01** for regular work hours.
3. *All* rates of pay to remain consistent with those defined in Articles 6 and 8.

The following points will also apply to members working on Off-Site Projects outside of **15 km** of the Lethbridge City Limits:

4. The project terms will be presented to the union and employee prior to acceptance.
5. Employees will be expected to remain on the project until the project is complete.
6. The hours of work will remain equivalent to **Shift A** defined in Article **6.01** for regular work hours. Employees are expected to remain working at the jobsite for up to an additional 4 hours each day until the project is completed. Saturdays and Sundays will also be expected work days should the project continue over a weekend.
7. All rates of pay to remain consistent with those defined in Articles **6** and **8**. If the project extends over a second continuous weekend, then the employee may request the second weekend off. Travel home would be at employee's expense unless agreed in advance (see 4. above).
8. The Company may appoint a person to be responsible for the handling of hotel and meal expenses and this person will be compensated with a premium of **\$1.00** per hour above their regular rate of pay.
9. The Company shall pay all accommodation expenses.
10. The Company shall give each employee a thirty dollar (\$30.00) per day meal allowance or to a maximum of *fifty* dollars (**\$50.00**) with receipts.
11. Travel time will be considered working hours if outside of **15 km** of the City of Lethbridge boundaries or if reporting back to the manufacturing facility.
12. In the event an employee does not want to complete the terms of the project, they may return to work at Triple M manufacturing facility at their own expense.
13. Should a medical emergency arise, the Company will assist the employee in returning to Lethbridge.
14. Employees working on off-site projects will be expected to comply with Company's direction as it relates to start times and location.
15. If necessary, an interim shop steward may be appointed at the jobsite.

Letter of understanding with regard to the Collective Agreement between Triple M Housing Ltd. and Alberta and Northwest Territories (District of Mackenzie) Regional Council of Carpenters and Allied Workers Local 2010.

With regard to Article 11.01 (b) Extended Health Benefits, it is agreed between the Company and the Union that *the* clause "No benefits are payable for the *first* 15 visits in a calendar year" will be removed from Chiropractor and Podiatrist coverage. Upon ratification of the contract, benefits for Chiropractic and Podiatrist will be paid from the first visit,

Date: March 8, 2011



For the Company

Date: March 8, 2011




For the Union

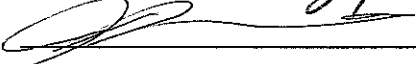
DATED AT THE CITY OF LETHBRIDGE
IN THE PROVINCE OF ALBERTA

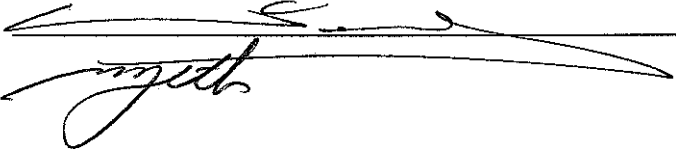
THIS 10th DAY OF MAY, 2011

FOR THE COMPANY

Triple M Housing Ltd.
3501 Giffen Road North
Lethbridge, Alberta, Canada
TIH OE8







FOR THE UNION

Alberta and North West Territories
(District of Mackenzie)
Regional Council of Carpenters and Allied Workers – Local 2010
301-10th Street North West
Calgary, Alberta
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