

# COLLECTIVE AGREEMENT

Between

REGENT HOME SYSTEMS  
DIVISION OF SRI HOMES INC.  
LETHBRIDGE, ALBERTA

and



INDUSTRIAL, WOOD AND ALLIED  
WORKERS OF CANADA  
Local 1-207

C.L.C.

DECEMBER 1, 1999

to

NOVEMBER 30, 2002

11368(02)

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**AGREEMENT**

**THIS AGREEMENT entered into this 1st day  
of December, 1999.**

**between**

**REGENT HOME SYSTEMS  
A Division of SRI Homes Inc.  
Lethbridge, Alberta**

**(hereinafter referred to as the "Employer")**

**and**

**INDUSTRIAL, WOOD AND ALLIED  
WORKERS OF CANADA  
LOCAL 1-207  
Edmonton, Alberta**

**(hereinafter referred to as the "Union")**

**PREAMBLE**

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

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

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

The parties hereto mutually agree as follows:

## **ARTICLE I - BARGAINING AGENCY**

### **Section 1**

- (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees at their Lethbridge Plant, Alberta, with the exception of office staff, confidential employees, foremen, inspectors, permanent field service personnel, and those having the right to hire and fire.
- (b) For the purpose of this Section, the Union shall elect a Negotiating Committee of four (4) persons for collective bargaining and shall provide the Employer with a list of the personnel comprising such Negotiating Committee and changes made therein from time to time within ten (10) days of election or subsequent change in the personnel of such Negotiating Committee.

## **ARTICLE II - MANAGEMENT RIGHTS**

The Employer retains sole and exclusive responsibility for the management of the business, except as specifically modified by the terms of this Agreement. The following rights of management are not all inclusive, but indicate the type of rights that are inherent to management:

The operation of the plant: the determination of products to be manufactured; the methods, processes, materials, means and times of manufacturing; the direction of the working forces; the rights to maintain quality and efficient operation; to assign work, schedule production; hire, transfer in accordance with the terms of this Agreement; promote, in accordance with the terms of this Agreement; promote, demote, discipline, suspend and discharge any employees for proper and just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to extend, limit or curtail its operation. To establish, amend, and enforce the necessary rules and regulations for plant conduct.

### **ARTICLE III - UNION SECURITY**

#### **Section 1**

All employees of the Employer presently employed and all new employees shall, within thirty (30) days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

#### **Section 2**

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

Section 3

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

Section 4

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

**ARTICLE IV - COMMITTEE**

Section 1

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

Section 2

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

Section 3

Before any disciplinary action (suspension, discharge, verbal or written warnings) is taken against an employee a member of the Shop Committee must be notified, and that employee must have a Shop Committee member present of their choice.

**ARTICLE V - WAGES**

Section 1

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



<u>Group</u>	<u>Description</u>	<u>Dec.1/99</u>	<u>Dec.1/00</u>	<u>Dec.1/01</u>
1	Production (first 50 working days)	10.50	10.50	10.50
2	Production (second 50 working days)	10.90	10.90	10.90
3	Production (Group A) Final Finish Moulding Exterior Finish Doors & Windows Exterior Sheathing Partition and Cabinet Set Walls Ceilings Cabinet Shop Floors and Frames Shipper Janitor Material Handlers (Forklift) Carpet Installation Laminator Sawyers (Mill and Panel) Shinglers	15.69	16.00	16.36
4	Trades Drywall Tapers Maintenance Electrical Plumbing Apprentice Welders	16.03	16.34	16.70
5	Journeyman Welders - Class 1 & 2 Pool Crew	16.37	16.69	17.06

## Section 2

All designated Lead Hands shall receive the appropriate group rate plus \$1.25 per hour premium.

## Section 3

Any employee spending time drawing up drawings or blueprints shall be paid at least the Group 5 rate.

## Section 4

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

## Section 5

### Seniority Bonus

After five (5) years of completed years of employment service, each employee will be paid five cents (\$.05) per hour actually worked.

After ten (10) years of completed years of employment service, each employee will be paid fifteen cents (\$.15) per hour actually worked.

After fifteen (15) years of completed years of employment service, each employee will be paid thirty cents (\$.30) per hour actually worked.

After twenty (20) years of completed years of employment service, each employee will be paid **fifty** cents (\$.50) per hour actually worked.

Pension - R.R.S.P.

For the period December 1, 1999 to November 30, 2000, the Employer will contribute a sum equal to two percent (2%) of the gross annual earnings, in the period, to a R.R.S.P. or R.P.P.

Beginning December 1, 2000, the Employer will contribute a sum equal to two and one half percent (2.5%) of the gross annual earnings, in the period and each employee will contribute one half percent (.5%) of his gross earnings in each pay period to a R.R.S.P. or R.P.P.

The Employer will continue to contribute two and one half percent (2.5%) of gross annual earnings each following year and each employee will contribute one half percent (.5%) of his gross earnings each following year.

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

**ARTICLE VI - PAY DAYS**

Section 1

The employer will continue to pay wages on a bi-weekly basis, which shall include the payment of wages every second Friday and shall, in addition, furnish each employee with an itemized statement of earnings and deductions and dated cheque stubs.

Pay cheques *to* be issued prior to the end of the days' shift.

Section 2

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

All new employees shall receive their pay cheque through direct deposit.

**ARTICLE VII - HOURS OF WORK AND OVERTIME**

Section 1

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

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

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

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

#### Section 2

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

#### Section 3

All employees shall be entitled to two (2) twelve (12) minute rest periods each day. One rest period shall be taken in the forenoon at 10:00 A.M. and one in the afternoon at 2:30 P.M. unless a change is mutually agreed upon by both parties.

#### Section 4

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

#### Section 5

Any employee working on a shift other than the regularly scheduled day shift shall receive a shift differential of fifty cents (50¢) per hour. Shift differential will not be paid for any shifts starting within two (2) hours of regularly scheduled shift.

#### Section 6

In the event the Company asks any employee to work overtime, they will give the employee at least two (2) hours notice.

Section 7

The Employer agrees not to schedule overtime work on the night of the regular scheduled monthly Union meeting.

**ARTICLE VIII - CALL TIME**

Section 1

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

Section 2

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

Section 3

Any employee called back to work after his or her regular hours of work and after the employee has left the plant, shall receive a minimum of four (4) hours pay at double time rates or the actual hours worked at double time rates.

## **ARTICLE IX - SENIORITY**

### **Section 1**

Seniority is hereby defined as the length of an employee's service from his last date of hire at Regent Home Systems Inc., Lethbridge, Alberta.

### **Section 2**

When a reduction in forces becomes necessary:

- (a) All probationary employees shall be laid off first provided there are seniority employees qualified to do the work.
- (b) When further layoffs are necessary, the employee with the least seniority shall be laid off first.
- (c) The Company will give five (5) working days notice prior to a layoff unless emergency shutdown conditions exist beyond the reasonable control of the Employer.

### **Section 3**

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

### **Section 4**

All new employees shall be regarded as probationary for the first thirty (30) calendar days of their employment. The employee must work all scheduled work days during this period, if not, for any reason, the probationary period will be extended until the thirty (30) calendar day period is satisfactorily completed. Release of an employee prior to completion of his probationary period shall not be subject to the grievance procedure.

If deemed necessary by the employer and where mutually agreed upon between management and the Union Committee, an additional probationary period of (30) working days may be granted to certain new employees for the purpose of an extended job evaluation.

#### Section 5

- (a) Where a reduction of forces is caused by an emergency the application of seniority may be postponed up to a period of five (5) working days. Where the emergency exceeds five (5) working days the plant seniority will apply. Where the Company has decided to exercise its rights under this provision it shall notify the committee immediately. If employees being temporarily laid off can be assigned to other work, such assignment shall be made providing that the employees retained by reason of seniority *are* capable of performing the work available.
- (b) When reducing the work force, senior employees shall be retained over less senior employees, provided that when the work force is reduced by reason of a plant clean-out, senior employees within that section shall be retained over less senior employees within that section, and provided that employees to be retained by reason ~~of~~ seniority are capable of performing the work available and the Company's production manager shall discuss with the union layoffs out of seniority prior to an actual layoff occurring.
- (c) Employees laid off due to temporary plant closure as provided for in sub-paragraph (b) will be given five (5) working days notice prior to such a layoff.



- (d) Notwithstanding anything in the foregoing to the contrary, no member of the Pool Crew shall be laid off in accordance with his/her seniority on a section-by-section basis, and all such members shall be laid off only on a plant seniority basis.
- (e) In the event of a temporary layoff, employees will be recalled in the order of plant wide seniority provided he or she is qualified to perform the work required. In the event of a plant clean-out employees will be recalled in the order of department seniority.
- (9) During a temporary lay-off, employees are requested to phone in on a day or days to be determined by the Company.

It shall also be the employees responsibility to inform the Company of any change to his or her address or telephone number.

#### Section 6

Seniority will be lost for the following reasons:

- (a) When an employee voluntarily quits his job.
- (b) When an employee is discharged for just cause.
- (c) If an employee fails to report for work on a regular scheduled work day and also fails to telephone or otherwise notify the Company by 7:30 A.M. on the first day of such absence that he is unable to report to work. This Section will not apply if an employee proves reporting to the Company was not possible. An employee will receive at least one (1) verbal warning and one (1) written warning prior to invoking this clause as per Article 17, Section 3.

- (d) Chronic absenteeism which is substantially in excess of the absenteeism rate, if uncorrected after written warning.
- (e) If an employee fails to return to work within three (3) working days after being notified by certified or registered letter at his last known address, unless circumstances to comply are beyond the control of the employee.
- (f) If an employee does not return at the expiration of a leave of absence or gives false reason for such leave.

Section 7

It is agreed that upon the request of the Union, a list will be supplied by the Employer, stating the name, hourly wage rate, social insurance number, and starting date with the Employer of each regular employee. However, such requests shall not be granted more than quarterly during each year. The Employer will advise the Union once each month of the changes to the said list with one copy to the committee.

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

Section 8

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

- (a) Employees with less than one (1) year's service shall retain their seniority for six (6) months or the length of their service, whichever is greater up to one (1) year.

- (b) Employees with one (1) or more year's service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional one (1) year.

#### Section 9

Whenever a bargaining unit job becomes open or a vacancy occurs in the bargaining unit, such job or jobs shall be posted for bid within two (2) working days and the posting will describe the vacancy or new job including the rate of pay and the hour and date bids close.

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

- (a) Employee failing to bid on a job within the two (2) working days shall be considered as having refused the bid.
- (b) If there are not bidders for such jobs, the Employer may hire a new employee. Such employee must be hired within fifteen (15) working days of the close of such bid as specified in paragraph (a) above. In order for the said job to be filled from within such job must be re-posted.
- (c) When the vacancy is posted on a plant-wide basis the most senior employee shall receive preference for a trial period consistent with paragraph (f) below.

- (d) The Employer shall have the right to fill any vacancy that occurs in the bargaining unit by temporary transfer pending the posting and awarding of any bid for such job.
- (e) An employee absent for good cause (vacation, illness, death or illness to immediate family, accident or union business) at time of job posting will be allowed to make application within two (2) working days of his return but in no event later than eighteen (18) working days after date of posting of such new job or vacancy.
- (f) Successful bidders shall be granted a trial period of fifteen (15) working days to meet the qualifications for the new job. The Employer shall have the right to extend such trial period for a maximum of an additional fifteen (15) working days. If, during such trial period, it is determined that the employee does not have the necessary **skill** and ability to perform the job in an efficient manner, he shall be returned to his previous job and rate of pay. It is agreed however, that for good and sufficient cause, an employee may voluntarily return to his former job before expiration of the trial period without loss of plant seniority. If an employee is returned to his previous position or voluntarily returns to his former job, then, before the job is reposted, the other employees who bid for the posting will be given first chance for the posting. When a lead hand is training an employee, the Employer will endeavor to keep the lead hand and the trainee in the general area of training. If the lead hand is required to leave the area for trouble shooting purposes, all efforts will be made to reunite the lead hand and trainee as soon as possible.

- (g) The Employer shall post notice on the bulletin board of the name of the employee promoted to the job within two (2) working days after the successful employee has satisfied the probation period. The employee receiving the posting will commence his new posting on the effective date described on the posting.
- (h) When a senior bidder is denied the job, he shall be given the reason for the refusal prior to posting the successful bidder's name on the bulletin board.
- (i) In the event, all employees having seniority have been called back and are in their position, and more employees are needed to increase production, all permanent positions in Group 3 will be frozen for one hundred, twenty (120) days and all new positions in Group 3 will be filled "temporarily". Within one hundred, twenty (120) days if management deems necessary to maintain the increased production level, these temporary positions will be bid to all employees for permanent reassignment. Normal bidding for vacated positions not as a result of ramping up shall continue throughout this period.
- (j) Employees who successfully bid under this Section shall become ineligible to bid again for a two (2) month period unless bidding for a higher rated job.
- (k) The Employer has the right to make temporary transfers to fill temporary vacancies that occur within the bargaining unit up to a period not exceeding thirty (30) calendar days. No employee will be transferred in accordance with this Section unless mutually agreed upon. Any extension of the above-mentioned time limits shall be by mutual agreement only.

- (l) Students returning to full time studies at a high school or recognized post secondary educational institution may be hired on a term basis.

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

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

In the event a student elects not to return to his studies, at management's sole discretion he may be rehired under the normal hiring process in this Agreement.

## **ARTICLE X - LEAVE OF ABSENCE**

### **Section 1**

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

### **Section 2**

An employee desiring an extended leave of absence, without pay, for special reasons must apply at least thirty (30) days prior to the leave period, stating his reason in writing. Such leaves shall not exceed three (3) months, except upon mutual agreement in writing between the employee and the Employer.

In no event will such leave exceed six (6) months. The Employer reserves the sole right to grant or not grant such leaves. In the event a request is denied, the Employer will inform the employee of the reason within five (5) days from the time such request is received.

### Section 3

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

### Section 4

**An** employee who accepts full time employment with I.W.A. Canada shall be granted a leave of absence for a period **up** to two (2) years. Further leave of absence may be granted by mutual consent.

Section 5

Maternity Leave - The Company will grant maternity leave to female employees in accordance with the Alberta Labour Standards Code.

Paternity Leave - The Company will grant three (3) days of unpaid leave to male employees at the time of birth of their child.

Section 6

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

**ARTICLE XI - VACATIONS WITH PAY**

Section 1

For the purpose of Section 1 of this Article "Wages" shall include regular wages, overtime premium, shift differential, statutory holiday pay, vacation pay, bereavement pay, jury duty pay, seniority bonuses and first aid amounts, for all vacations earned after December 1, 1999.

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

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



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

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

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

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

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

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

The annual vacation for employees with over twenty-five (25) years continuous service covered by this agreement shall be six (6) weeks, the pay therefore shall be based upon thirteen (13%) percent of wages earned by the employee during the working year.

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

#### Section 2

In the event the Employer declares a plant-wide shutdown by closing the plant down for a specified period for the purpose of employees vacation, the Employer agrees to give the employees at least sixty (60) days' advance notice.

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

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

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

Section 3

When a Statutory Holiday falls on a regular work day, Monday through Friday inclusive, within an employee's vacation period, a day in lieu shall be granted at the beginning or the end of the said vacation period.

Section 4

Employees will be given quarterly statements itemizing their vacation pay.

**ARTICLE XII - STATUTORY HOLIDAYS**

Section 1

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

## section 2

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

## Section 3

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

## Section 4

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

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

Notwithstanding the above, if an employee is receiving employment insurance on the date of the statutory holiday, the Employer shall only pay the difference between the amount paid under employment insurance and the employee's regular wage for the day.

Section 5

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

**ARTICLE XIII - SAFETY AND HEALTH**

Section 1

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

The Employer shall provide at no cost to employees the following safety items: dust masks, respirators, safety goggles, welders aprons, ear plugs, coveralls, gloves and hard hats. These items to be made available to employees so designated **by** the Safety Committee and a management representative. These items to be replaced free of charge when these items are returned worn or damaged.

The above items to be distributed without delay.

Section 2

Safety meetings will be held during regular shift and Committee Members will be compensated at their regular rate of pay. Employees' time will not be deducted for attending such meetings or investigations into accidents and unsafe conditions.

Safety meetings shall be held once each month and additionally at the agreement of the Union Committee and the Company. Minutes of such meetings shall be posted immediately on the bulletin board. All minutes shall be signed by the chairman and secretary of the Plant Safety Committee.

### Section 3

The Employer shall maintain an Accident Prevention Committee which shall consist of eight (8) members. Members of the Committee shall be designated in equal number by the workmen and the Employer. The fourth member of the workmen and the Employer shall be alternated every two (2) months from among various groups. The chairman and the secretary shall be elected from and by the members of the Committee. In case of a tie vote, the Employer shall appoint the chairman, and the workmen's representatives shall elect a secretary. The Committee shall plan, institute and develop an Accident Prevention Program as a joint effort. One member representing the workmen and one member representing the Employer will conduct a plant tour before each monthly meeting.

The Company agrees to forward to the Union in a timely manner, copies of all Minutes of Meeting of the Accident Investigation Reports prepared by it pursuant to Occupational Health Safety Rules and Regulations.

### Section 4

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

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

#### Section 5

All serious accidents, resulting in loss of time beyond the day of the accident, will be investigated immediately by the Accident Prevention Committee so that it may stop further occurrences. The Investigating Committee shall consist of two (2) members, one representative of the Company and one representative of the Union.

#### Section 6

Designated first aid persons shall receive fifty cents (50¢) per hour above his/her regular pay of rate. Such designated persons who need to renew or wish to upgrade their certificate will not suffer any loss of wages while attending the First Aid course. The cost of the course will be borne by the Company. For each designated First Aid Person on the floor, there will be one back up First Aid Person in each area, and said employee will be reimbursed any loss of wages while taking the course. The Company will pay the cost of the course.

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

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

### **Section 1**

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

### **Section 2**

By individual employee:

The individual employee shall first take up the matter with the foreman in charge of the work within five (5) working days of the occurrence causing the grievance. The grievant shall have a member of the Shop Committee of his choice accompany him.

### **Step 2**

If the question is not satisfactorily settled at Step 1, the Shop Committee shall take **up** the matter with the Production Manager by the third working day after the completion of Step 1. A statement in writing of the alleged grievance together with a statement in writing by the foreman shall be exchanged by the parties concerned.



### Step 3

If settlement is not obtained in Step 2, then the matter shall be presented in writing to the Plant Manager, or his designate, by the third (3rd) working day after completion of Step 2. Representatives of the National Union and the Employer may attend meetings at this step.

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

If a grievance has not advanced to the next step under I, 2, 3 or 4 within three (3) working days after completion of the preceding step, then the grievance shall be deemed to be abandoned and all right of recourse to the grievance procedure shall be at an end. Time limits shall be extended as mutually agreed to by the parties.

### Section 3

By the Union:

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

### Section 4

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

Section 5

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

Section 6

Union committeemen shall be allowed necessary time off without loss of pay, as may be required to process grievances under Step 1 of the grievance procedure. A committeeman shall first secure permission from his foreman before leaving his job, and such permission shall be granted without undue delay.

Section 7

Meetings held to process Step 2 or 3 of the Grievance Procedure shall be held during working hours without loss of pay and shall be scheduled two (2) hours before quitting time (so that a maximum of two (2) hours only shall be paid time) unless mutually agreed otherwise.

**ARTICLE XV - HEALTH AND WELFARE**

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

- (a) Group Life, Accidental Death and Dismemberment in the amount of \$50,000.00, and increasing to \$55,000.00, effective December 1, 2001.

- (b) Weekly Indemnity Payments - first day of accident, first day of hospitalization and fourth day of sickness for a maximum period of fifty-two (52) weeks, in the amount of maximum weekly employment insurance benefit payable.

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

- (c) The Alberta Health Care Insurance Commission coverage and the Blue Cross Hospitalization or equivalent Plan **plus** the extended Blue Cross or equivalent coverage as attached.
- (d) Layoff Coverage - **If** an employee is laid off at any time during the month, coverage's will continue to the end of the subsequent month.
- (e) Dental Plan - To be paid for 100% by Company.

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

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

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

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

**Group** Life & ADD becomes effective at the employee's successful completion of the probation period.

Dental Plan becomes effective one hundred, twenty (120) calendar days after date of hire.

Weekly Indemnity becomes effective one hundred, twenty (120) calendar days after date of hire.

Extended Medical becomes effective one hundred, twenty (120) calendar days after date of hire.

## **ARTICLE XVI - BEREAVEMENT PAY**

### **Section 1**

An employee who is absent from work due to a death of a member of his or her immediate family (father, mother, father-in-law, mother-in-law, step-parents, step-children, spouse, common law spouse, child, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, grandparents-in-law) shall receive pay for the time lost from his regular work week not to exceed three (3) consecutive days of eight (8) hours each at his regular rate. Bereavement pay shall be paid for regular work days only. At least one (1) day of the leave shall be for the day of the funeral.

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

## **ARTICLE XVII - GENERAL PROVISIONS**

### **Section 1**

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

## Section 2

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

## Section 3

Warning slips will be dropped from an employee's record after a period of **six** (6) months, except for warning slips for major violations of the Employer's plant rules and policies which will be dropped after a period of one (1) year. However, if additional warning slips for major violations are handed out, both or all will remain on file for a period of one (1) year from the date of issuance of the last warning.

## Section 4

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

## Section 5

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

## Section 6

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

### Section 7

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

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

### Section 8

Bargaining unit employees accepting transfer to a salaried staff position shall continue to accumulate seniority for a period of sixty (60) days. Should the employee elect to return to the bargaining unit within the sixty (60) day period, he or she shall be returned to the job vacated by the transfer. At the end of the sixty (60) day period, the employee's seniority shall be frozen and **will** be returned to the bargaining unit only at the employer's option. If the employer exercises such option, the employee will be returned to a bargaining unit position within Group 3 in accordance with his/her seniority. In cases where no position within the appropriate group is available, the employee will be eligible for layoff.

### Section 9

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

### Section 10

All letter of understanding and addendum's attached to the Collective Agreement shall form and become part of the Collective Agreement.

### Section 11

#### BANKING OF OVERTIME HOURS

- **All** banked time-off shall be based on overtime hours at the employees appropriate rate.
- Employees can bank a maximum **of** eighty (80) hours. **All** hours over eighty (80) must be paid out.
- Employees must request time-off from their banked hours at least ten (10) working days in advance of the time requested.
- The Employer must respond to the request for time-off within two (2) working days of the request.
- Time off granted will be at such **a** time mutually agreed upon between the Employer and the employee.
- **A** minimum of two (2) **days** time-off must be taken at any given time.
- By the 31st of December of each year all employees must have taken or be paid out for their banked hours.
- Employees shall have the option of banking their hours or being paid out for their hours worked.

- Payout of banked hours will be on a separate cheque from normal hours worked.
- This program may be discontinued at any time by the Company or the Union with forty-five (45) days notice.

#### Section 12

Commencing each year starting December 1, 1999, each employee shall be eligible to be reimbursed up to seventy-five dollars (\$75.00) for the purchase of safety work foot wear upon proof of purchase.

#### Section 13

The Company will replace broken and worn-out wire strippers, 100 foot tape, stud finders, and line detectors, on presentation of the worn or broken item. Items broken outside of the workplace will not be replaced.

#### Section 14

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.

- (a) It is understood by both the Company and the Union that if the Company relocates the plant outside the boundaries of Local 1-207 that any severance allowances for employees will be in accordance with Employment Standards Code.



## **ARTICLE XVIII- INCENTIVE OR BONUS PLAN**

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

## **ARTICLE XIX - JURY DUTY**

### **Section 1**

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

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

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

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

### **Section 2**

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

**ARTICLE XX - DURATION OF AGREEMENT**

The Parties hereto mutually agree that this Agreement shall be effective on and after the first (1st) day of December, A.D. 1999, to and including the thirtieth (30th) day of November, A.D. 2002, and thereafter from year to year unless written notice to commence collective bargaining is given within ninety (90) days and not less than thirty (30) days by either Party.

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

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

DATED this 5th, day of May, 2000.

REGENT HOME SYSTEMS	I. W. A. CANADA,
A Division of	Local 1-207
SRI Homes Inc.	Edmonton, Alberta
Lethbridge, Alberta	

_____	_____
_____	_____
_____	_____
_____	_____

## **EXTENDED BLUE CROSS OR EQUIVALENT COVERAGE**

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

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

The Insurer would prepare plastic cards for every employee presently covered by our group, two cards to all family employees.

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

The convenience would benefit you in the following ways:

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

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

**LETTER OF UNDERSTANDING**

May 5, 2000

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

**SIGNED BY:**

<b>REGENT HOME SYSTEMS</b>	I.W.A. CANADA,
A Division of	Local 1-207
SRI Homes Inc.	Edmonton, Alberta
Lethbridge, Alberta	

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_____	_____
_____	_____
_____	_____

**LETTER OF UNDERSTANDING**

May 5, 2000

The Employer and the Union agree that the Employer can employ up to five (5) beneficial shareholders for training purposes, providing no bargaining unit employee is displaced.

The beneficial shareholder trainees will not be covered by the terms of the Collective Agreement except that the Employer will remit to the Union for each trainee dues that would normally otherwise be deducted and remitted under the provisions of Article III - Union Security.

An individual employed under the training program will not be enrolled in the program for a period greater than ten (10) months. At the conclusion of the training program or earlier, a Beneficial Shareholder trainee will either be covered by the terms of the Collective Agreement or terminated at Management's discretion. There will be a maximum of five (5) Beneficial Shareholders in the program.

SIGNED BY:

REGENT HOME SYSTEMS A Division of SRI Homes Inc. Lethbridge, Alberta	I.W.A. CANADA, Local 1-207 Edmonton, Alberta
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_____	_____
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**LETTER OF UNDERSTANDING**

July 14, 1997

The Employer and the Union agree **to** meet and consider implementing a job training program during the term of the Collective Agreement.

SIGNED B Y

REGENT HOME SYSTEMS	I.W.A. CANADA,
A Division of	Local 1-207
SRI Homes Inc.	Edmonton, Alberta
Lethbridge, Alberta	

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_____	_____
_____	_____
_____	_____

**LETTER OF UNDERSTANDING**

July 14, 1997

The Employer undertakes not to utilize Group 1 and 2 production workers during **off** peak production periods to lessen available work for employees employed in Groups 3, 4, 5 and 6.

SIGNED BY:

REGENT HOME SYSTEMS	I.W.A. CANADA,
A Division of	Local 1-207
SRI Homes Inc.	Edmonton, Alberta
Lethbridge, Alberta	

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## LETTER OF UNDERSTANDING

May 5, 2000

### Education Trust Fund

1. The fund to be administered by I.W.A. Canada, Local 1-207.
2. The Company will contribute to the Fund and will continue such contributions during the period of the Collective Agreement as follows. The Contributions will be one cent (\$.01) per hour worked per employee effective December 1, 2001; three cents (\$.03) per hour worked per employee effective November 30, 2002.
3. The Funds will be collected by I.W.A. Canada, Local 1-207 of Edmonton, Alberta.
4. The I.W.A. will comply with the requirements of a trust as specified by Revenue Canada.
5. The Company will not be involved in the administration of the fund.



6. The Union not more than once annually will provide to the Company, information regarding total hours of training and the nature of the training provided to the Regent Home Systems.
7. The Fund will provide monetary support for the following purposes defined as follow:

### **Education Fund Policy Statement**

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

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

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

DATED this 5th day of May, 2000.

REGENT HOME SYSTEMS A Division of SRI Homes Inc. Lethbridge, Alberta	I.W.A. CANADA, Local 1-207 Edmonton, Alberta
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## LETTER OF AGREEMENT

May 5, 2000

### VACATIONS WITH PAY

For employees hired May 5, 2000 and prior, the following vacation with pay will apply until completion of fifteen years of service.

#### Section 1

For the purpose of Section 1 of this Article "Wages" shall include regular wages, overtime premium, shift differential, statutory holiday pay, vacation pay, bereavement pay, jury duty pay, seniority bonuses and first aid amounts, for all vacations earned after December 1, 1999.

The annual vacation for employees with one (1) to three (3) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon five percent (5%) of wages earned by the employee during the working year.

An employee with one (1) to three (3) years' service whose employment is terminated shall receive vacation pay at the rate of five percent (5%) of the wages earned during the period of entitlement.

The annual vacation for employees with over three (3) and up to eight (8) years' service covered by this Agreement shall be three (3) weeks, and the pay therefore shall be based upon seven percent (7%) of wages earned by the employee during the working year.

An employee with over three (3) and up to eight (8) years' service whose employment is terminated shall receive vacation pay at the rate of seven percent (7%) of the wages earned during the period of entitlement.

The annual vacation for employees with over eight (8) years and up to fifteen (15) years' continuous service covered by this Agreement shall be four (4) weeks, and the pay therefore shall be based upon nine percent (9%) of wages earned by the employee during the working year.

An employee with over eight (8) years and **up** to fifteen (15) years' continuous service whose employment is terminated shall receive vacation pay at the rate of nine percent (9%) of the wages earned during the period of entitlement.

DATED this 5th day of May, 2000.

REGENT HOME SYSTEMS	I.W.A. CANADA,
A Division of	Local 1-207
SRI Homes Inc.	Edmonton, Alberta
Lethbridge, Alberta	

_____	_____
_____	_____
_____	_____
_____	_____

**IWA CANADA  
CHECK-OFF**

PLEASE PRINT

Date \_\_\_\_\_ 19 \_\_\_\_\_  
Name of Employer \_\_\_\_\_  
Name of Employee \_\_\_\_\_  
Operation \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Social Insurance No. \_\_\_\_\_  
In what operation were you last employed? \_\_\_\_\_  
Local Union \_\_\_\_\_

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-\_\_\_\_\_ the following in payment of the amounts set below:-

1. Union Initiation Fee in the amount of \$ \_\_\_\_\_
2. Union Back Dues in the amount of \$ \_\_\_\_\_
3. Union Dues \$ \_\_\_\_\_ per month, commencing \_\_\_\_\_ 19\_\_\_\_\_
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

**APPLICATION FOR MEMBERSHIP**

I hereby request and accept membership in the IWA Canada, Local 1- \_\_\_\_\_ and agree to abide by the Constitution and By-Laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid.

Signature of Applicant/Employee \_\_\_\_\_  
Clock No. \_\_\_\_\_  
(Duplicate copy to be forwarded to Local Union Office)