# COLLECTIVE AGREEMENT

## BETWEEN

WILLMAR WINDOWS, A DIVISION OF JELD-WEN OF CANADA LTD. (the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) AND ITS LOCAL 144 (the "Union")

November 13, 2002 to November 12, 2005

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ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with

respect to wages, hours of work and working conditions referred to in this Agreement, and

this Agreement will pertain only to hourly employees in the bargaining unit as defined in

Certificate No. MLB-5587 issued by the Manitoba Labour Board.

ARTICLE 2 - NO DISCRIMINATION

2.01 The Company and the Union agree that in accordance with and subject to the

provisions of The Human Rights Code (Manitoba), there shall be no discrimination,

interference, restriction, or coercion exercised or practiced with respect to any  ${\it employee}$ 

by reason of age, marital status, sex, race, creed, colour, national origin, political or

religious affiliations, disability, sexual orientation or by reason of union membership or

non-membership or activity.

2.02 The Company and the Union further agree that there shall be no discrimination,

interference, restriction or coercion exercised by either party with respect to membership

or non-membership in the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

 $3.\,01$   $\,$  The Union recognizes that the management of the Company and the direction of the

working force including the rights to plan, direct and control operations, to maintain

discipline and efficiency, to require employees to observe Company rules and regulations, to

hire, promote, demote, transfer, discipline, assign working hours, and to discharge for just

cause and sufficient cause are vested solely in the Company except where specifically taken

away by the terms of this Agreement.

**ARTICLE 4 - WORK BY SUPERVISORS** 

4.01 Supervisors are Group Managers and have the responsibility for the overall efficiency of their department. The Group Manager's function shall include aiding and

assisting the production process. Although it is understood that Group Managers and other

non-bargaining unit personnel shall normally not perform work performed by bargaining unit

employees, it is understood, however, that a Group Manager may perform the following types  $% \left( {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{c}}} \right]}}} \right]_{i}}\left( {{{c}_{i}}} \right)} \right|} \right.} \right]} \right]} \right]} }} \right)} = 1} \right)$ 

of work:

(a) Emergency work;

(b) Work when regular employees are not readily available;

(c) Work to solve or alleviate customer problems;

(d) Instructing or training bargaining unit employees;

(e) Making adjustments and/or repair to equipment or machinery;

(f) Research work or work of an experimental nature involving the development of

new processes and new products; and

(g) Aid and assist in production efficiency in unforeseen circumstances.

ARTICLE 5 - UNION SECURITY

5.01 The Company agrees and is hereby authorized to deduct once each month, the regular

monthly Union dues from all employees covered by this Agreement which are levied in

accordance with the by-laws or constitution of the Union. The Company further agrees and is

FINAL AGREEMENT 2002-2005 hereby authorized to deduct any initiation fees which are levied in accordance with the by-laws or constitution of the Union from all employees who voluntarily elect to become members of the Union after the ratification of this Agreement. 5.02 The deduction of Union dues shall be made on the second pay period of each month and remitted to the Financial Secretary of the Union within ten (10) working days of the day the said deductions are made. Included with the payment will be a list setting forth the employee names and the amount deducted from each employee. The Company will also supply a list of those members who did not have Union dues deducted stating the reason why no deduction took place. A copy of the lists will be provided to the Plant Chai rperson. The amount of Union dues that are deducted from employees during each calendar year will be reflected on their T-4 slip. The Union agrees to indemnify and save the Company harmless from any and all claims which may be made against it, for any amounts deducted from an employee's wages under this Article. 5.03 The Company agrees to furnish to the Union, upon request, a list setting forth in

alphabetical order the names, mailing addresses and regular hourly rate of pay being paid to

employees in the bargaining unit. Such request shall not be made more than twice per

calendar year. The Union agrees to treat this information as strictly confidential but will

provide the names and regular hourly rate of pay, but not the addresses, to the Plant

Chairperson or Union Committee.

5.04 A Union representative will be given an opportunity to interview each new employee

as part of the employee's orientation on his/her first day of work, for fifteen (15) minutes

for the purpose of acquainting the new employee with the benefits and duties of Union

membership and the employee's responsibilities and obligations to the Company and

the Union.

5.05 Each employee shall keep the Company informed in writing of their correct and

current address, postal code and telephone number. The Company shall not be responsible for

any violations of this Agreement that are due in part to an employees failure to provide

such information.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Company shall recognize a Union Committee consisting of six (6) employees plus

the Plant Chairperson. This committee shall be responsible for bargaining and administering

this Agreement and for the processing of grievances. In the event there is no longer an

Evening Shift and Night Shift, the Union Committee shall be reduced to five (5) employees

plus the Plant Chairperson.

6.02 For the purpose of this Agreement, the term "Union Representative" shall mean an

employee who is serving as Plant Chairperson or as a member of the Union Committee, or as a

steward. The Union shall notify the General Manager of the names of the Union Committee

members and stewards and any changes in those personnel.

6.03 The Union Committee members and stewards shall function only as specified in

accordance with the provisions of this Article or the grievance procedure.

The Union Committee agrees to meet with the Company to discuss any local problems  $% \left( \mathcal{L}^{2}\right) =\left( \mathcal{L}^{2}\right) \left( \mathcal{L}^{2}\right)$ 

which may arise affecting the welfare of employees and the efficient operations of the

pl ant.

 $6.\,04$   $\,$  No member of the Union Committee shall suffer a loss of pay while meeting with the

Company for the purposes of processing a grievance.

6.05 The National or Local Union Representative shall be allowed entrance into the plant

for the purpose of meeting with members of the Union Committee. The National or

Local Union

Representatives shall, before each entry, request and obtain permission from the  $\ensuremath{\mathsf{General}}$ 

Manager (or a designate) prior to entering the plant. The General Manager (or a designate)

shall escort the National or Local Union Representative to the designated location at the

designated time. Such meetings shall not unreasonably interfere with the conduct of the

 $\ensuremath{\mathsf{Company's}}$  operations, and shall be subject to all rules and regulations applicable to

outside visitors.

6.06 A Union Representative shall be allowed leave from his or her regular duties, during

regular working hours, after requesting and receiving permission from his or her supervisor,

if his supervisor is present or can be reasonably located, for the purposes of attempting to

address an employee's complaint. Such request shall not unreasonably be denied.

6.07 The Company will provide bulletin boards in the plant for the purposes of posting

union information in the following locations: the Watt Street entrance, the Parking Lot

entrance, in all lunchrooms and in other locations where a Company bulletin board exists.

The bulletin boards will be "glassed in" and locked. A key will be provided to the Plant

Chairperson and a key will be retained by the General Manager.

6.08 Any Union information to be posted must be signed by the Plant Chairperson, and

approved by the General Manager.

 $6.\,09$   $\,$  The Company will provide an office to the Union for the purposes of conducting Union

business. The office will be equipped with a telephone capable of making local telephone

calls. The Plant Chairperson and the General Manager will each have keys to the Union

Office.

## ARTICLE 7 - GRIEVANCE PROCEDURE

 $7.\,01$   $\,$  A grievance shall be defined as a disagreement or difference of opinion between the

 $\ensuremath{\mathsf{Company}}$  , the Union, or an employee covered by this Agreement, concerning the interpretation,

application, operation or alleged violation of a provision of this Agreement.

 $7.\,02$   $\,$  No grievance shall be filed by or on behalf of an employee unless the employee or a

Union Representative on behalf of the employee has first given the employee's immediate  $% \left( {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{c}}} \right]}} \right]_{i}}} \right]_{i}}}} \right]_{i}}} \right)$ 

supervisor the opportunity to resolve the subject matter of the grievance.

7.03 The procedure for adjustment of grievances shall be as follows:

(a) Step One

If an employee or a Union Representative on behalf an employee has complied

with Article 7.02, and the employee believes he/she has a grievance as defined in this

Article, the employee or a Union Representative on behalf of the employee must file the

grievance in writing with his/her Co-ordinating Group Manager within five (5) working days

from the time the employee became aware of the event giving rise to the grievance. The

grievance shall be on the forms supplied and shall set forth the grievor's name, state the

facts giving rise to the grievance, identify the provisions of this Agreement alleged to

have been violated, and state the relief requested.

The Co-ordinating Group Manager shall respond to the grievance in writing

within two (2) working days from the date that the grievance was presented to him/her.

(b) Step Two

If the decision of the Co-ordinating Group Manager is not satisfactory to

the grievor, or if the Co-ordinating Group Manager does not provide a written response

within the time frame set forth in the Step One, then the written grievance requesting further consideration of the matter must be presented to the General Manager within three (3) working days of receipt of the decision of Step One or within three (3) working days of the expiry of the time limit set forth for response in Step One. A meeting shall be held within five (5) working days or such other time as mutually agreed by both parties. The grievor may decide to be present at this meeting along with the Plant Chairperson, one Union Representative, and the President of the local Union (or a designate), the General Manager and such other persons as are chosen by the General Manager to attend such meeting. The Company's decision relating to the grievance shall be rendered in writing to the Plant Chairperson within five (5) working days after conclusion of the meeting, or such later time as may be mutually agreed. Either party may, within ten (10) working days after completion of Step 7.04 Two, but not thereafter, refer the matter to arbitration by giving written notice of its intention to refer the grievance to arbitration. If written notice is not so given within such ten (10) working day period, the decision in Step Two shall be final and binding upon both parties to the Agreement and all affected employees. 7.05 The term "working days" as used in this Article is defined as calendar days other than Saturdays, Sundays, and General Holidays as set forth in this Agreement. Where the circumstances giving rise to the grievance occurred during an employee's vacation, the time for filing such grievance shall not begin until the conclusion of the employee's scheduled vacation. Where a grievance is properly referred to arbitration in accordance with 7.06 the terms of this Article, it shall be referred to an Arbitrator chosen in rotation from the following

panel:

Diane Jones Arne Peltz Paul Teskey

7.07 The person selected as Arbitrator shall in no way be involved directly in the

controversy under consideration, or be a person who has a personal or financial interest in

either party to the dispute.

The Arbitrator shall not be vested with the power to change, modify or alter any of

the Terms of this Agreement.

A copy of the decision on computerized disk format shall be provided to both

parties.

7.08 The expenses of the Arbitrator shall be borne equally by the parties to the

arbitration proceedings.

 $7.\,09$   $\,$  In the case of a grievance alleging improper discharge or suspension of an employee,

the grievance shall be lodged in accordance with Step Two of the grievance procedure above.

7.10 The Union or the Company may file a policy grievance concerning the interpretation,

application, operation or alleged violation of a provision of this Agreement. Such

grievance must directly effect the Union or the Company. Such grievances shall not be filed

by the Union in cases where the grievance is a matter that was capable of being processed as

an employee grievance pursuant to the provisions of Article 7.03. A policy grievance shall

take the form of a Step Two grievance.

If the grievance is not resolved at Step Two, then it may be referred to

arbitration, provided that the same is done within the time limits previously set forth in

this Article.

ARTICLE 8 - ADMINISTRATION OF DISCIPLINE

8.01 An employee shall be afforded the opportunity to have a Union

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Representative at a

meeting where the employee is to be:

(a) given a written reprimand which is to be entered on the employee's personal

file; and/or

(b) suspended or discharged;

and in such case the Company will, if a Union Representative is immediately

available, invite such Union Representative to attend the meeting with the employee.

 $\mathbf{8.02}$   $\quad$  When it is necessary for the Company to notify an employee of any circumstance

contained in Article 8.01 by mail, the Plant Chairperson will be given a copy of such

noti ce.

8.03 An employee shall be given two (2) copies, one of which will be marked "Union Copy",

of any discipline and/or discharge notice other than a verbal reprimand, setting out the

reasons for the discipline or discharge.

# ARTICLE 9 - PROBATIONARY EMPLOYEES

 $9.\,01$   $\,$  New employees shall be regarded as probationary employees for the first ninety (90)  $\,$ 

calendar days of their employment.

 $9.\,02$   $\,$  A probationary employee shall not have any seniority, seniority rights, or benefits

as specified under this Agreement until he or she has completed the probationary period. The

Company may discipline or discharge a probationary employee at any time during that

employee's probationary period for any reason, and the discipline or discharge of such

employee may be subject to grievance and arbitration only where it is established through  $% \left( {{{\mathbf{x}}_{i}} \right)$ 

arbitration that the discipline or discharge was contrary to Article 2.01.

ARTICLE 10 - SENIORITY

 $10.\,01$   $\,$  Employees shall not acquire seniority under this Agreement until they have completed

the probationary period. At that time, an employee's seniority shall be established

retroactive to the employee's most recent date of hire.

 $10.\,02$   $\,$  Seniority will be established and maintained for all employees in the bargaining

unit on a plant wide basis.

10.03 In the event that more than one (1) employee is hired on the same date, the

employee's placement on the seniority list will be determined by using the last three

numbers of the employee's social insurance number and reversing the number. The employee

with the highest number shall have the higher seniority placement.

 $10.\,04$   $\,$  The Company agrees to furnish to the Plant Chairperson upon request, a list setting

forth the order of seniority for all employees covered by this Agreement. Such request

shall not be made more than twice per calendar year.

# ARTICLE 11 - LOSS OF SENIORITY

 $11.\,01$   $\,$  Seniority rights shall cease and the employee's employment shall be terminated for

any of the following reasons:

(a) If an employee voluntarily quits or retires from the employ of the Company,

and is not rehired by the Company within 30 days of the effective date of the quit or

retirement.

(b) If an employee is discharged for just cause and the employee is not

reinstated pursuant to the provisions of the grievance procedure.

(c) If an employee overstays a leave of absence or vacation, or if the employee

is absent from work without permission or without contacting the Company for a

period of

three (3) or more consecutive working days, unless circumstances were such that the employee was unable to notify the Company as required and the employee has subsequently notified the Company at the earliest possible opportunity. If an employee fails to advise the Company within four (4) working (d) days of Notice of Recall having been given in accordance with Article 23 - Layoffs, Recalls and Reduced Work Weeks stating that the employee will be returning to work on the recall date. or if the employee fails to return to work on the recall date, unless the employee provi des a reason acceptable to the Company for the employee's failure to so advise or return. (e) If an employee takes employment for pay while on authorized leave of absence, unless expressly permitted by the leave of absence. 11.02 Seniority rights shall cease if an employee accepts a position outside the bargaining unit. 11.03 Seniority rights and recall rights pursuant to Article 23.05 shall cease if an employee on layoff is not recalled within a period of eighteen (18) months of the layoff. ARTICLE 12 - CLASSIFICATION AND WAGES 12.01 The regular hourly rate of pay payable for any employee in their respective classification shall be as set forth in the wage and classification schedule (Schedule A) appended hereto and forming part hereof. 12.02 The Company shall discuss with the Union any new job classifications, or substanti al changes in job responsibilities, that are introduced during the term of this Agreement. Any employee commencing a new permanent position shall have his or her 12.03 wages adjusted according to the progressions specified in Schedule A.

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Any hours worked on or after May 9, 2003 by an employee temporarily 12.04 assigned to work in a higher paying classification will be recorded and accumulated, and the classification In current and subsequent temporary assignments, an employee shall be noted. shall be permitted to progress through the pay levels in the wage and classification schedul e (Schedule A) associated with the temporary assignment, subject to the provision that no employee will be paid the top rate of pay, as specified in Schedule A, while temporarily assi gned. 12.05 Any employee temporarily assigned to work in a lower paying classification shall receive his or her regular hourly rate of pay received prior to the temporary assignment.

## ARTICLE 13 - PAY DAY

13.01 Wages earned during each pay period will be paid on a bi-weekly basis on a Friday.

If the Friday is a holiday, employees will be paid on the preceding Thursday.

 $13.\,02$   $\,$  It shall be the responsibility of the employee to inform the Company of changes in

marital status and tax deductions.

13.03 For the purpose of wage calculations the Sunday prior to the pay day will be the

last day of the pay period.

# ARTICLE 14 - HOURS OF WORK

 $14.\,01$   $\,$  Nothing in this Agreement shall be considered as a guarantee of work or of hours of

work per day or per week.

 $14.\,02$   $\,$  The Company will operate on either a two shift or three shift basis depending on

operational requirements. The shift times will be as follows:

Shift Name	Start D	ay Start	Time	End	Time
*Night Shift		Ĭ1:00 р.m.	7:00 a	<b>m</b> .	
Day Shift	Monday	7:00 a.m.	3:30 p	<b>m</b> .	
Evening Shift	Monday	3:30 р.т.	12:00	a.m.	

\*The Night Shift includes a 30 minute paid meal break.

 $14.\,03$   $\,$  A shift premium of \$0.90 per hour shall be paid to employees that work on either the

Evening Shift or Night Shift as specified in Article 14.02. Such premium shall be considered as part of the employee's regular hourly rate of pay for the purpose of determining overtime entitlement.

 $14.\,04$   $\,$  An employee who reports to work on his/her regularly scheduled shift shall, unless

the employee otherwise agrees, be provided with three (3) hours work or pay in lieu thereof.

This provision shall not apply in cases where the Plant is not operating by reason of a

storm, fire, power outage or other similar emergency, and where the Company has either

notified the employee not to report prior to the employee having travelled to the Plant, or

where the Company has unsuccessfully attempted to contact the employee by telephone no later

than one (1) hour prior to the start of the scheduled shift.

 $14.\,05$   $\,$  An employee who has completed his/her regular shift, has left the plant, and who is

then called back to perform additional or emergency work will be guaranteed to receive the

equivalent of four (4) hours of pay at the employee's regular hourly rate of pay.

# ARTICLE 15 - OVERTIME

15.01 As far as reasonably practical, overtime will be equitably distributed from among

those employees who work within the department where the overtime is to be performed.

15.02 Overtime will be paid at one and one-half (11/2) times the employee's regular hourly

rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per

week.

15.03 For the purpose of calculating hours of work per day or per week in Article 15.02

during a reduced work week implemented in accordance with Article 23.01, the hours of work

reduced by such implementation shall be considered as hours worked.

ARTICLE 16 - PAID REST

16.01 Employees are entitled to two (2) paid rest periods of ten (10) minutes, one in each

half of shift. Employees who work two (2) or more hours of overtime prior to their regular

shift will be granted a ten (10) minute paid rest period prior to commencing their regular

shift. Employees who are to work two (2) or more hours of overtime after their regular

shift will be granted a ten (10) minute paid rest period at the end of their regular shift

and prior to commencing the overtime work.

## ARTICLE 17 - BEREAVEMENT LEAVE

17.01 In the event of the death of an employee's spouse, son, daughter, mother, father,

brother, or sister, the Company will grant three (3) scheduled working days off with

compensation at his/her regular hourly rate of pay for hours lost from his/her regular  $% \left( \frac{1}{2}\right) =0$ 

schedul e.

 $17.\,02$   $\,$  In the event of the death of an employee's grandfather, grandmother, grandson,

granddaughter, mother-in-law, father-in-law, son-in-law, or daughter-in-law, the Company

will grant one (1) scheduled working day off with compensation at his/her regular hourly

rate of pay for hours lost from his/her regular schedule not to exceed eight (8) hours.

 $17.\,03$   $\,$  Upon the death of a relative as set forth in Article 17.01 or 17.02, and as a

condition to being eligible to be granted bereavement leave as set forth therein,

employee shall advise the Company in writing of the date of death, the name of the deceased relative and the relationship to the employee. The employee shall provide to the Company any further proof that the Company may request. Bereavement leave provided for in this Article must be taken within two (2) 17.04 weeks of the date of death, and must be continuous rather than broken. For the purpose of this Article, "spouse" shall include a common-law 17.05 spouse. Α common-law spouse shall be defined as an individual who has been co-habiting with the employee in a common-law relationship for a minimum of three (3) months and who is, as at the date of death, registered on the Company's records as being the common-law spouse of the employee, and includes a same sex partner. ARTICLE 18 - JURY DUTY 18.01 Any employee called upon to serve on a jury or to act as a witness for the Crown shall be excused from work for the time required to so serve. Subject to Article 18.03, for each working day on which an employee serves 18.02 as a juror or a Crown witness, the Company will pay the employee's regular hourly rate of pay including shift premium for each jury duty or Crown witness period. The employee's next pay will be reduced by the amount of juror or witness fees the employee received. The employee will be required to inform his or her immediate supervisor of the days on which the employee serves, and to provide evidence of the fees received to ensure the employee is paid i n accordance with this Article. In order to qualify for compensation under Article 18.02, the employee 18.03 must: (a) Give the Company notice in writing within at least three (3) working days

the

upon being notified of the requirement to so serve; and

(b) Present to the Company appropriate evidence from the Court as to the period

of service and the fee paid by the Court.

# ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE

 $19.\,01$   $\,$  Employees shall be entitled to maternity, adoption and parental leave in accordance

with the entitlements set forth under The Employment Standards Code of Manitoba.

 $19.\,02$   $\,$  An employee who wishes to resume employment on the expiration of leave granted in

accordance with this section shall be reinstated by the Company in a position that is the

wages and benefits. The employee shall provide the Company with a minimum of one (1) week

written notice in advance of the day of which the employee intends to return to work.

 $19.\,03$   $\,$  Employees shall retain and accumulate seniority and retain eligibility to benefits

as specified in Article 29 during any leave under this Article.

 $19.\,04$   $\,$  If an employee is suffering a disability caused by or resulting from her pregnancy,

child birth or miscarriage, such that the employee is disabled and unable to work, the

entitlement of the employee to apply for benefits under the Weekly Indemnity and Long Term

Disability Plans with respect to such period of time that the employee would have been at

work but for such disability, shall be governed by the applicable  $\mathsf{plan}(s)$  that are in

existence from time to time.

# ARTICLE 20 - LEAVE OF ABSENCE

20.01 Any employee requesting an unpaid leave of absence must apply in writing to the

General Manager or designate, stating the time frame and the reasons for such

request. Such

leave may be granted by the Company having regard to the requirements and efficiency of the

Company's operations. Upon making a decision, the General Manager or designate will advise

the employee in writing, and will provide a copy to the Plant Chairperson. The employee

should reasonably expect a response from the General Manager or designate within 10 working  $% \left( {{{\left[ {{{\left[ {{{c}} \right]}} \right]}_{{\left[ {{{c}} \right]}_{{\left[ {{c}} \right]}}}} \right]}_{{\left[ {{{c}} \right]}_{{\left[ {{{c}} \right]}_{{\left[ {{{c}} \right]}_{{\left[ {{c}} \right]}} \right]}} \right]}} } } } \right)$ 

days of providing the written request.

 $20.\,02$   $\,$  The Company agrees that subject to the requirements and efficiency of operations,

 ${\it employees}$  shall be granted a leave of absence for the purposes of attending to  ${\it Uni\,on}$ 

business. The Union will provide written request for such a leave of absence to the

 $\ensuremath{\mathsf{employee's}}$  Group Manager which request shall state the reasons for such leave and the times

when the requested leave will commence and end. Such a leave of absence must be approved in

advance and in writing by the General Manager who may, depending on requirements and

 $efficiency\ of\ operations,\ refuse\ or\ allow,\ in\ whole\ or\ in\ part,\ any\ requests\ for\ such\ leave$ 

of absence.

 $$\ensuremath{\mathsf{The\ employees'}}$ wages and benefits shall be continued for the leave of absence$ 

provided that the Company and the Union agree in writing in advance of the commencement of

the leave of absence, on the amount that the Union will compensate the Company for its  $\ensuremath{\mathsf{costs}}$ 

of the wages and benefits that are provided to the employee with respect to the period of

absence. In the event that such an agreement is not concluded, the leave shall be considered to have been granted without pay.

 $20.\,03$   $\,$  Seniority shall not be interrupted when an employee is granted a leave of absence

pursuant to this Article.

 $20.\,04$   $\,$  Commencing January 1, 2001, each employee after completing his or her probationary

period shall be entitled to two (2) paid Personal Emergency Days ("PE Days") per

cal endar

year for which an employee will receive his or her regular hourly rate of pay including

shift premium for the number of straight time hours in his/her normal work day (to a maximum

of eight (8) hours). Each of the two (2) PE Days must be taken as a full day. An employee  $\$ 

wishing to use a PE Day must notify the Company in accordance with Company rules regarding

use a PE Day. PE Day entitlements not used within the calendar year will be paid on the

employee's cheque received immediately following December 31.

20.05 Commencing January 1, 2003, each employee after completing his or her probationary

period shall be entitled to two (2) days leave without pay for the purpose of attending a

medical appointment or for attending to a family illness. The leave without pay must be

taken in four  $\left(4\right)$  hour increments, and shall not be considered as an unexcused absence for

the purpose of Article 24. An employee wishing to use medical appointment/family illness

leave must notify the Company in accordance with Company rules regarding notification of

absences and must at that time advise the Company of his or her decision to use one or more

four (4) hour increments of the medical appointment/family illness leave.

ARTICLE 21 - GENERAL HOLIDAYS

21.01 Subject to Article 21.02, the following days will be observed as paid holidays for

employees

	New Year's Day Good Friday	Labour Day
Thanksg Day	iving Day Victoria Day	Remembrance
Day	Canada Day	Christmas
	First Monday in August (Civic Holiday)	Boxing Day
21.02	In order to qualify for payment for any of the holiday	s referred to in

# Article

21.01:

an employee must have had earnings for at least fifteen (15) (a) working days out of the thirty (30) calendar days immediately preceding the holiday; and an employee must have had earnings on the last scheduled shift **(b)** immediately proceeding the holiday and the first scheduled shift immediately following the hol i day unless the employee was absent due to illness or injury, in which event the employee must provide to the Company satisfactory medical evidence that he or she was unable to work due to illness or injury, or unless he or she was absent due to an authorized leave of absence of not more than thirty (30) working days. 21.03 An employee who complies with the conditions set forth in Article 21.02 shall be paid for each of the holidays referred to in Article 21.01, an amount equal to his/her regular hourly rate of pay including shift premium for the number of straight time hours in his/her normal work day (to a maximum of eight (8) hours) for the holiday. 21.04 If a general holiday falls on a Saturday or a Sunday, the following Monday will be recognized as the holiday. 21.05 An employee who works on a general holiday will be paid at the rate of time and one-half his or her regular hourly rate of pay for the hours worked. If an employee has not met the requirements in Article 21.02 above he or she is only entitled to be paid time and one-half for all hours worked on the holiday. ARTICLE 22 - VACATIONS WITH PAY The following Articles remain in effect until December 31, 2003. Effective January 1, 2004, vacation entitlements shall be determined in accordance with Schedule C of this **Collective** 

Agreement.

22.01 Each employee who, on January 1 of each year, has less than one (1) year of

continuous service with the Company, shall be entitled to receive an amount equal to four

percent (4%) of his or her regular straight time wages earned during the period of

employment for which no vacation allowance has been paid.

22.02 Each employee who, on January 1 of each year, has one (1) year of continuous service

but less than five (5) years of continuous service with the Company, shall be entitled to  $% \left( \left\{ {{{\mathbf{x}}_{i}} \right\} \right)$ 

receive two weeks annual vacation and a vacation allowance in an amount equal to four

percent (4%) of his or her regular straight time wages earned during the period of the  $% \left( \left( 1-\frac{1}{2}\right) \right) =0$ 

vacation year for which no vacation allowance has been paid.

22.03 Each employee who, on January 1 of each year, has five (5) or more years of

continuous service but less than ten (10) years of continuous service with the Company shall

be entitled to receive three (3) weeks annual vacation and a vacation allowance in an amount

equal to six percent (6%) of his or her regular straight time wages earned during the period

of the vacation year for which no vacation allowance has been paid.

22.04 Each employee who, on January 1 of each year, has ten (10) or more years of

continuous service but less than twenty (20) years of continuous service with the  $\ensuremath{\mathsf{Company}}$ 

amount equal to eight percent (8%) of his or her regular straight time wages earned during

the period of the vacation year for which no vacation allowance has been paid.

22.05 Each employee who, on January 1 of each year, has twenty (20) or more years of

continuous service with the Company shall be entitled to receive four (4) weeks annual  $\$ 

vacation and a vacation allowance in an amount equal to eight percent (8%) of his or her

regular straight time wages earned during the period of the vacation year for which no  $% \left( {{{\left[ {{{\left[ {{{\left[ {{{c}} \right]}} \right]_{{{\rm{c}}}}}} \right]}_{{{\rm{c}}}}}} \right)$ 

FINAL AGREEMENT 2002-2005 vacation allowance has been paid. 22.06 For the purpose of this Article: continuous service shall be calculated from the employee's last (a) date of hire and means employment uninterrupted by absence due to discharge or voluntary severance of employment unless rehired within thirty (30) days; (b) for the purpose of calculating vacation allowance, regular straight time wages shall be determined on the basis of the employee's regular hourly rate of pay and shift premium, but shall not include overtime wages or other premiums, wages received in lieu of notice of termination, or any vacation allowance received during the vacation period. 22.07 Each employee that is entitled to a vacation must take at least one week's vacation each calendar year. Employees' written requests for vacations must be for at least one full day (8 hours) and shall be considered by the Company subject to operational requi rements. Subject to Article 22.09, vacation entitlements earned as of 22.08 January 1 of each year must be taken by December 31 of that year and may not be accumulated. Vacation entitlements not received will be paid on the employee's cheque received immediately following December 31. 22.09 Notwithstanding Article 22.08, an employee may request in writing to the Pl ant Manager by December 1 to have vacation entitlements carried over from the year from whi ch the entitlement arose (the "current year") to the following calendar year (the "carry over"), provided: the purpose of the request is for international travel during the months of (a) January, February, March, April, November or December of the following calendar year; and the carry over will consist of not less than five (5) days and not more (b) than ten

(10) days of vacation entitlement;

The Company will consider requests that comply with this article in order of their receipt,

and will provide written decisions in response to all requests by December 15 of the current

year.

# ARTICLE 23 - LAYOFFS, RECALLS AND REDUCED WORK WEEKS

23.01 The following provisions apply to reduced work weeks:

(a) For the purpose of this article, "reduced work week" is defined as a reduction in

the normal hours of work per week to an amount not less than thirty-two  $\left( 32\right)$  hours in one

(1) week or twenty-four (24) hours in one (1) week where a General Holiday (as defined in

Article 21) occurs during the reduced work week or sixteen (16) hours where two General

Holidays (as defined in Article 21) occur during a reduced work week. A reduced work week

implemented in accordance with this Article shall not be considered a layoff.

(b) Subject to the subparagraph (c), in the event of a reduced work requirement, the

Company may implement a reduced work week provided that it does so in a consistent manner

for all bargaining unit employees. The Company will provide notice of the schedule for the

reduced work week by the end of the day on the Thursday prior to the week in which a reduced

work week is to be implemented.

(c) The provisions of paragraph (b) dealing with the consistent implementation of a

reduced work week shall not apply to employees in the Maintenance Tech I, Maintenance Tech

II, Maintenance Tech III, Maintenance Lead, Machinist Level 1, Machinist Level 2, Machinist

 $3\ \&\ 4$  and Professional Tradesman classifications (the "Maintenance classifications"). The

Company may, in its discretion, implement reduced work weeks at such time and in

such

manner as to affect only some or all employees in the Maintenance classifications.

(d) No employee shall have more than six (6) reduced work weeks per calendar year.

 $23.\,02$   $\,$  In the event of a layoff in excess of five (5) consecutive working days, the Company

will, except in the case of emergency, provide those employees no less than seven (7)

calendar days written notice. A copy of the Notice of Layoff will be given to the Union

Committee Chairperson.

 $\label{eq:considered} \end{tabular} The Notice of Layoff shall be considered to have been delivered to the employees who$ 

are designated for layoff at the time that a copy is provided to the Plant Chairperson. The

Company shall, however, attempt to provide each such employee with a copy of their Notice of

Layoff as soon thereafter as practical.

For the purpose of this Article, an emergency shall be defined as a disruption of

the normal plant procedure not within the Company's control, such as, but not limited to,

delay in receipt of materials, unexpected cancellation of customer order(s), equipment

downtime, failure of internal or external utilities, fire, or acts of God which necessitate

a delay of operations.

23.03 Where the Company deems that a layoff is necessary, layoffs will be

implemented on a plant wide basis. Layoffs will be implemented in reverse order of

seniority, provided the remaining employees have the skill, ability and qualifications to do

the work available.

23.04 No regular full-time employees will be subject to layoff until the Company

has first laid off all part-time and probationary employees.

 $23.\,05$   $\,$  Where the Company deems that a layoff is necessary, the Company shall determine

whether the layoff arises from either a seasonal or a permanent production change. 23.06 Layoffs arising from a seasonal production change (the "seasonal layoff") shall be

implemented as follows:

(a) The Company shall determine the number of layoffs necessitated by the seasonal production change. Layoff notices will be given to the equivalent number of

employees, in reverse order of seniority, commencing at the end of the seniority list,

advising them of their date of layoff.

(b) The positions previously occupied by the employees receiving layoff notices

will be identified (the "vacated positions").

(c) The vacated positions required to be staffed during the period of the

seasonal layoff will be staffed by way of temporary job assignments.

(d) Any temporary job assignment necessitated by a seasonal production change

must be for no more than the equivalent of twenty (20) working days in duration.

(e) If the Company determines that any vacated position is required to be

staffed on a permanent basis, either a recall shall occur pursuant to Article 23.08, or the

position shall be posted, in which case Article 24 shall apply as applicable.

23.07 Layoffs arising from a permanent production change shall be implemented as follows:(a) The Company will identify the position to be eliminated, and the employee occupying

the position (the "occupant"). The occupant will be given notice of the effective date of  $% \left( {{{\left[ {{{L_{\rm{c}}} \right]}} \right]_{\rm{corr}}}} \right)$ 

the elimination of his or her position (the "displacement date"). The number of positions

to be eliminated will be determined. Layoff notices will be given to the equivalent number

of employees, in reverse order of the seniority, commencing at the end of the seniority list  $% \left( {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{\left[ {{{{}}}} \right]}}} \right]},{\left[ {{{\left[ {{{\left[ {{{\left[ {{{}}} \right]}}}} \right]},{\left[ {{{\left[ {{{}} \right]}}} \right]}} \right]}} \right]} } \right]} } } \right)$ 

(the "junior employees"), advising them of their date of layoff.
(b) Any position previously held by a junior employee that is required to be filled (an

"available position") shall be filled in accordance with Article 24. No junior

employee

will be eligible to bid for an available position. Any vacancy created as a result of the operation of Articles 23.07(a) and (c) (b). shall be filled in accordance with Article 24. (d) Subject to Article 23.07(g), for a nine (9) month period following the di spl acement date (the "displacement period") until the occupant obtains alternate employment through the job bid process, the occupant will be assigned to a temporary job assignment/assignments. (e) Any temporary assignment arising from the elimination of a position and the operation of Article 23.07(d) must be for no more than the equivalent of twenty (20) working days in duration. If the occupant does not obtain permanent employment by the end of the (f) di spl acement period, the occupant shall be placed in a position as determined by the Company, and will thereafter be paid in accordance with the pay scale associated with the position selected by the Company. Articles 23.07(d), (e) and (f) do not apply to an occupant who is a junior (g) employee. 23. 08<sup>°</sup> Recalls from layoff shall be implemented as follows: The Company will maintain one (1) list of employees on layoff (the (a) "recall list"), containing employees who have been laid off due to both seasonal and permanent Employees will be ranked on the recall list according to their production changes. rel ati ve seniority and the Company will note whether the layoff in each case was necessitated by either a seasonal or a permanent production change. (b) The Company will recall employees from the recall list in order of seniority. Employees who have been on layoff due to a seasonal production (c) change will be recalled to their pre-layoff job, unless prior to the recall their pre-layoff job has been eliminated due to a permanent production change, in which case Article 23.08(d) shall apply to the recall. Employees who have been on layoff as a result of a permanent (d) production

change will be placed in an available job which the Company has been unable to fill following a posting (the "placement"). In the event that the classification rate of pay for the placement is higher than the employee's pre-layoff wage, then the employee will earn the higher rate, pursuant to Article 12.04. In the event that the classification rate of pay for the placement is lower than the employee's pre-layoff job, the Company will guarantee such an employee's pre-layoff rate of pay for a maximum of nine (9) months following the recall while the employee bids on other jobs within the Plant. Once the employee wins a job bid, he or she will thereafter be paid in accordance with the pay scale associated with the If the employee remains in the position to which he/she has been new position. assi gned after nine (9) months following the recall, the employee will thereafter be paid the rate of pay associated with the job, pursuant to Article 12.01. When the Company recalls an employee who has been laid off, it shall notify 23.09 such employee by telephone and by registered mail or personal delivery to the employee's last known address. The employee concerned must contact the Company no later than four (4) working days from the date on which the notification of registered mail was delivered to the last known address, or the date on which personal delivery was made, or personal contact was established with the employee. The Company will provide the Plant Chairperson with a list of employees to 23.10 be laid off or recalled and of any cancellation of such notices.

ARTICLE 24 - JOB POSTING

 $24.\,01$   $\,$  In the event that new jobs are created or a permanent vacancy occurs in a non-entry

level job within the bargaining unit, the Company will, prior to filling the

position, post

on the bulletin board such new jobs or permanent vacancies for a period of no less than

three (3) working days in order to allow bargaining unit employees to apply.

 $24.\,02$   $\,$  In filling a newly created or vacant position, the Company shall base its decision

on length of service, skill, ability and qualifications as determined and weighted in

accordance with its existing system for rating in the Job Bid Evaluation Form (as  $\ensuremath{\mathsf{per}}$ 

Schedule "B"). In the event of a tie, the most senior applicant shall be awarded the

position.

 $24.\,03$   $\,$  If the Company determines that none of the applicants from the bargaining unit are

qualified, it may fill the vacancy from any source.

24.04 The Company will not be required to post in circumstances where the job that is

being filled is to be filled due to vacation, sick leave, absence of an employee on Workers

Compensation, approved leave of absence, or by way of recall of a laid off employee.

24.05 An employee who has been awarded a posting may voluntarily elect to give up the

position after a trial period of five (5) working days. If the employee is not retained in

the awarded position, the Company may return the employee to his/her former position

provided that Notice of such return is given within thirty (30) calendar days from the

effective date of the appointment to the new position.

Any employee affected by the return will be returned to their position on a similar

basis. If the successful applicant is returned within the thirty (30) calendar day period

mentioned above, the applicant that ranked second in the job posting will be awarded the

posted position.

24.06  $\ \, Any full time employee may apply for a position posted under the terms of this$ 

Article, however the following limitations on such applications shall apply:

(a) No application from a temporary employee will be considered if there is an

application from a regular full time employee;

(b) No application from a probationary employee will be considered if there is

an application from a regular full time employee;

(c) In the event that there are one or more applications from an employee who

has previously received the top rate of pay for the job, as specified in Schedule A, then

the applications of other employees will not be considered;

(d) Employees who have been awarded a lateral or downward posted position (same

rate or lower rate than previous rate) will not be considered for a second lateral or

downward job posting for a period of one year, unless the General Manager approves it as an

exception.

ARTICLE 25 - WORKPLACE HARASSMENT

25.01 The Company and the Union are committed to ensuring that there is no harassment in

the workplace. Complaints of sexual harassment shall be investigated and disposed of in

accordance with the Company's policy regarding sexual harassment. The Company recognises

that the Union can provide a source of information and can be a positive influence in the

process of addressing workplace harassment.

# ARTICLE 26 - HEALTH AND SAFETY

26.01 The Company and Union agree to actively promote measures to assure the

health and safety of all employees.

The Company, the Union and all employees will make every effort to comply with all legislation pertaining to The Workplace Safety and Health Act.

The parties agree to set up a Health and Safety Committee (the 26.02 "Committee") which Committee shall have a continuing concern with respect to the safety and health of employees pursuant to The Workplace Safety and Health Act. The Committee will be compri sed of ten (10) members, five (5) of whom shall be appointed by the Company and five (5) of whom shall be appointed by the Union. The Committee shall have one (1) Company appoi nted Co-chairperson (the "Company Co-Chairperson") and one (1) Union appointed Co- chai rperson (the "Union Co-Chairperson"). The Union appointed Committee members will be allowed sixteen (16) hours of Company paid time off to attend safety seminars each year. The **Committee** members shall: (a) Promote compliance with pertinent legislation. (b) Attend regularly scheduled meetings which shall be scheduled on at least every second month or if required because of an emergency. Union appointed committee members shall be entitled to meet for one-half (1/2) hour immediately prior to each regularly scheduled meeting. Conduct plant surveys on at least a quarterly basis to (c) determine hazards and problems which may be encountered in the course of workplace operations. Such surveys will include an audit of the safety of equipment, materials or processes, and making recommendations with respect thereto. Committee members will be rotated with a maximum of two (2) members auditing a maximum of two (2) areas per quarter. Such audits will be performed two (2) days prior to the regularly scheduled meetings for a maximum duration of approximately one (1) hour, from 7:30 a.m. to 8:30 a.m. The Company Co-Chairperson and the Union Co-Chairperson will attend such audits. (d) Prior to each regularly scheduled meeting, each Union

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appointed

Committee member should inspect their area; address concerns with managers and request target dates for resolution to stated issues. In the event that a target date is not met, or in the event of a disagreement as to the existence of or resolution of a safety concern. Committee members may bring the issue forward to the next regularly scheduled meeting. Nothing in this Article is intended to take away the right of individual employees to bring any safety or health issue to the attention of the Company at any time. Recommend, to the General Manager, training and education (e) programs in safe and healthy work practices. Committee members may, if appropriate, assist the Company in conducting such programs for the benefit of all employees. (f) Recommend, to the General Manager, equipment and protective devi ces considered necessary to protect employees from disease and injury, and the terms and conditions under which such equipment and devices should be used. (g) The Union Co-chairperson: Shall be promptly informed when measures or samples (i) of the occupational environment are being taken and be given the opportunity to observe such measurements and sampling; Shall be informed of all severe accidents and be (ii)given the opportunity to participate in accident investigations; and (iii) Shall be given the opportunity to accompany government Health & Safety Inspectors on plant inspections and tours. 26.03 The Company will continue to supply Material Safety Data Sheets for all hazardous materials in the workplace. All injuries occurring at work shall be reported to the Company as 26.04 soon as possible following the injury. A Damage and Injury Report shall be completed by the Group

Manager and the Union appointed Committee member in the designated area.

 $26.\,05$   $\,$  The Company shall provide copies of all Unsafe Act and Unsafe Condition Reports to

members of the Committee.

26.06 The Company will continue to maintain its practice of providing safety

equipment and clothing required beyond normal occupational dress. In the event that the

Company determines that an employee is required to wear safety shoes, the Company will upon

proof of purchase (written receipt) reimburse the employee for the cost of the purchase of

safety shoes, to a maximum of \$125.00, inclusive of P.S.T. and G.S.T. Eligibility for

reimbursement will be on a once per calendar year basis.

26.07 When an employee is injured at work and is unable to continue at their job,

the employee shall be paid his or her regular earnings for the balance of the shift in which

the injury or illness occurs.

26.08 If an employee is injured at work and requires emergency transportation, the

Company agrees to provide transportation to the point of treatment. In the event that an

ambulance is required the Company will be responsible for the cost.

26.09 The Company recognizes that it has an obligation to take reasonable steps,

short of undue hardship, to accommodate disabled employees.

26.10 All time spent in attendance at regularly scheduled meetings or in activities required to be done pursuant to this Article, shall be paid at the employee's

relevant regular hourly rate, and the time spent is to be considered as time worked.

26.11 The Company will continue to maintain its existing first aid facility during the

term of this Agreement.

26.12 Employees will as a condition of employment be required to wear all health and

safety or protective equipment as specified by the Company.

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26.13 Each employee shall maintain his/her work area in a clean and orderly fashion.
26.14 The Company and the Union agree that on each April 28th employees will be allowed one minute of silence at 11:00 a.m. to observe the National Day of Mourning.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 In this Article "technological change" means:

(a) the introduction by the Company into its work, undertaking or business of

equipment or material of a different nature or kind than that previously used by the  $\ensuremath{\mathsf{Company}}$ 

in the operation of its work, undertaking or business, and

(b) a change in the manner in which the Company carries on its work, undertaking

or business that is directly related to the introduction of that equipment, material,

process or method.

27.02 The provisions of this Article are intended to assist employees affected by any

technological change to adjust to the effects of the technological change.

27.03 Sections 83, 84 and 85 of The Labour Relations Act of Manitoba do not apply during

the term of this Agreement to the Company and the Union.

27.04 If the Company decides to affect a technological change that is likely to affect the

terms or conditions or the security of employment of a significant number of employees

covered by this Agreement or to alter significantly the basis upon which this Agreement was

negotiated, then it shall give the Union at least three (3) months' Notice of Technological

Change, stating:

- (a) the nature thereof;
- (b) the date on which it is to be effective;

(c) the approximate number and classifications of employees to be affected; and

FINAL AGREEMENT 2002-2005 the effect that the change is to have on the terms and conditions

Upon delivery of the Notice of Technological Change, there shall be 27.05 established a joint committee comprised of two (2) representatives from the Company and two (2)representatives from the Union Committee. The function of this Committee shall be to study the effects of the technological change on affected employees and to make such recommendations that are mutually agreed upon within sixty (60) days to the General Manger, with a view to insuring that the interests of both the employees and the Company had been fully considered. 27.06 An employee who: is affected by technological change that necessitates notice (a) pursuant to Article 27.04; and (b) has acquired three (3) or more years of seniority; and (c) is to be reassigned due to the technological change to a classifi cati on having a lower wage rate shall retain the wage rate the employee was paid prior to his/her reassignment for an initial six (6) month period. For the subsequent six (6) month period the employee shall be paid a wage rate calculated at the midpoint between the rate he/she was paid prior to the change and the wage rate for the classification to which he/she was then assigned. At the end of the twelve (12) month months the employee will be paid the wage rate for the classification to which he/she has been assigned.

# ARTICLE 28 - SUBSTANCE ABUSE

(d)

of

employment.

28.01 Substance abuse is recognized to be a serious medical and social problem that can

affect employees. The Company and the Union have a strong interest in encouraging early  $% \left( {{{\left[ {{{\left[ {{{c}} \right]}} \right]}_{x}}}_{x}}} \right)$ 

treatment and assisting employees towards full rehabilitation. The Company recognizes that

the Union can provide a source of information and be a positive influence in the process of

addressing substance abuse.

The Company will continue to provide a comprehensive approach towards dealing with

substance abuse and its related problems. The Company will assist by referring employees to

appropriate counselling services, treatment or rehabilitation facilities.

An Employee Assistance Program ("EAP") will continue to be made available during the

life of this Agreement.

ARTICLE 29 - BENEFITS

29.01 The Company agrees that it will not, during the life of this Agreement, reduce the

entitlement of qualifying employees to participate in its life insurance, dependant life

insurance, accidental death and dismemberment insurance, short term disability, long term

disability, extended health care, and retirement plan. Where such benefits are being

provided pursuant to the terms and conditions of an insurance plan, the specific terms of

issued by the insuring organizations. Where there is a conflict, the provisions of the

master policy shall prevail.

of all claims arising out of such coverage shall be in accordance with the terms and

conditions of such insurance plans, and all disputes concerning the same shall be  $\ensuremath{\mathsf{pursued}}$ 

and resolved between the Union and/or employee and the insurance carrier pursuant to  $% \left( {{{\left[ {{{L_{\rm{s}}} \right]}} \right]_{\rm{s}}}} \right)$ 

adjudication and/or dispute resolution mechanisms contained in such policies, and/or the

 $\ensuremath{\mathsf{Courts}}$  , if applicable, rather than through the grievance and arbitration procedure set forth

in this Agreement.

 $29.\,02$   $\,$  Employees shall contribute toward the cost of such plans in an amount as specified

in the plans.

 $29.\,03$   $\,$  Participation in such plans shall cease at the time of layoff or termination. An

employee who is off work due to illness or injury and who remains on the Company Payroll,

may continue coverage under such plans, provided the employee maintains written contact with

the Company on at least a monthly basis, and the employee makes arrangements for the payment

of his/her contribution to the cost of such plans.

ARTICLE 30 - GENERAL

30.01 Employees who choose to upgrade their knowledge and skill by advancing their

education may be eligible to receive financial assistance from the Company for fifty (50%)

percent of the cost of tuition up to a maximum annual amount of 1,500.00. Only one course

at a time will be subject to reimbursement. To be eligible, an employee must:

(a) take an accredited course for the purpose of furthering his/her education or

to develop skills that will aid both the employee and Company alike;

(b) complete a standard course approval form, which must be signed and approved

by the group manager prior to taking any course;

(c) be a full time employee; and

(d) provide the Company with proof of satisfactory completion of each course.

30.02 The Company will not, during the term of this Agreement, reduce the number of

parking stalls or plugs that are made available at no cost to employees.

30.03 Lunch bags, knapsacks, gym bags and other bags of this nature are not to be

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brought

into employee work areas. The Company shall continue to supply lockers at no cost to Employees are responsible for their locks. The Company may, after employees. provi di ng written notice to an employee, inspect the employee's locker. The employee may, if he/she so wishes, attend while the locker is being inspected by the Company. In the event the Company moves its operation to a new location in the 30.04 Province of Manitoba, the employees affected will have the right to transfer to the new location. Thi s contract will apply and remain in full force and effect at the new location. 30.05 Upon request to his or her Group Manager, an employee shall have the right to examine his/her personnel file at a mutually convenient time and place. Such exami nati on shall take place in the presence of a representative of the Company, and if requested by the employee, a Union Representative. 30.06 The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. For this reason, the parties recognize that the Union will appoint a woman from the bargaining unit The employee so appointed will be available to meet with as a women's advocate. female employees as required, discuss problems with them and assist them in approaching the Company's Employee Assistance Program (EAP) if desired by the employee. ARTICLE 31 - STRIKES AND LOCKOUTS 31.01 The Union agrees that it will not cause or permit any union member to cause or

participate in any strike, slow down, stoppage of work or interference with the efficient

operation of the Company's business during the term of this Agreement.

In the event any union member causes or participates in any of these

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prohi bi ted

acts, the Union agrees to immediately instruct those union members involved to cease such

unauthorized conduct.

 $31.\,02$   $\,$  During the term of this Agreement, the Company will not lock out employees covered  $\,$ 

by this Agreement.

 $31.\,03$   $\,$  For the purposes of this Article, the terms "strike" and "lock out" are defined as

per The Labour Relations Act of Manitoba.

ARTICLE 32 - POST-SECONDARY SCHOLARSHIP PROGRAM

32.01 The company agrees to establish a post-secondary scholarship program for the benefit

of children of eligible employees. Eligibility shall be determined as set out in the

Jeld-Wen of Canada Ltd. Corporate Policies.

ARTICLE 33 - EMPLOYEE RECOGNITION AND BONUS PROGRAM

33.01 Effective January 1, 2004, any full-time employee who has completed at least five

(5) full calendar years of service with the Company shall be eligible to receive a lump sum

Employee Recognition Bonus payment ("Recognition Bonus"). Any employee receiving a

Recognition Bonus will be entitled to successive Recognition Bonuses at successive five-year

intervals. Employee entitlement shall be determined as set out in the following

subparagraphs.

33.02 For the purposes of this article:

(a) "service" means actual continuous employment with the Company, since January 1,

1999, calculated as of January 1 of the year of payment (the "payment year"). For this

calculation service includes time spent on layoff accompanied by recall rights as set out in

Article 11.03 of this Agreement. If the recall rights of an employee cease pursuant to that

Article, the service of the employee shall be considered to be at an end; and "wages" means all wages earned from employment during the five calendar (b) years prior to the payment year and includes all straight time wages, shift premiums, overtime wages, and wages associated with paid vacation under Article 22, PE Days under Article 20, Bereavement Leave under Article 17 and General Holidays under Article 21. 33.03 The Recognition Bonus shall be calculated as follows: After completion of 5 calendar years of service After completion of 2nd 5 calendar years of service 1% of wages 2% of wages After completion of 3rd 5 calendar years of service 3% of wages After completion of 4th 5 calendar years of service 3% of wages After completion of 5th 5 calendar years of service After completion of 6th 5 calendar years of service After completion of 7th 5 calendar years of service After completion of 8th 5 calendar years of service 3% of wages 3% of wages 3% of wages 3% of wages All employee entitlements under this article shall be determined and 33.04 calculated once annually, as of January 1 of each year, for the duration of this collective agreement. The Company shall provide notice of the amount of the Recognition Bonus to all eligible employees. 33.05 Any employee receiving notice of eligibility for a Recognition Bonus may elect to have all or a portion of the monies deposited to a personal Registered Retirement Savi ngs Plan ("RRSP"). In such a case, the employee must advise the Company, no later than 4:30 p.m. on the first Friday in February by providing written direction and details of the employee's financial institution and the amount desired to be deposited to his or her RKSP. If the Company does not receive such direction by that date, any payment to be made under this article will be made on the employee's paycheque. Any employees seeking to deposit monies into a personal RRSP should seek their own financial advice, and will not be advi sed in the matter by the Company. All payments to be made by the Company under this Article will be made no 33.06 later than

FINAL AGREEMENT 2002-2005 the last day of February of the same year.

33.07 When an employee officially retires, the employee will be entitled to a prorated

Recognition Bonus. The prorated Recognition Bonus will be calculated only on those wages

paid to the date of the employee's retirement and will not include any future bonuses.

ARTICLE 34 - DURATION OF AGREEMENT

 $34.\,01$   $\,$  This Agreement shall be effective from November 13, 2002 up to and including

November 12, 2005. Either party shall be entitled to give notice in writing to the other

party as provided in The Labour Relations Act of Manitoba of its desire to negotiate a new

collective agreement at any time within a period of not more than ninety (90) days or less

than thirty (30) days before the expiry date of this Agreement. Following such notice to

bargaining, the parties shall meet within fifteen (15) days of the notice or within such

further period as the parties mutually agree. If notice is not given as above, this

Agreement shall automatically be renewed from year to year thereafter unless notice is

subsequently given in accordance with this Article.

Executed this 23rd day of June, 2003 Executed this 19th day of June, 2003.

TRANSPOR	L AUTOMOBILE AEROSPACE FATION AND GENERAL WORKE CANADA (CAW-CANADA) AND 1		WILLMAR WINDOWS, A DIVISION OF JELD-WEN CANADA LTD.
(Signed)	Dale Paterson		(Signed ) Barry Homrighaus _
(Si gned)	Rob Farr	(Signed)	Steve Sheasby
(Si gned)	Angie Balint	(Signed)	Tod Blanchard
(Si gned)	Edgardo DeJesus	(Si gned)	Paul Krueger

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(Signed) Debbie Neufeld\_\_\_\_ \_\_\_\_ (Signed) Antonio Bonifacio\_\_\_ SCHEDULE "A" CLASSIFICATION RATES OF PAY Level Time frame November 13, 2002 Year 1 Rates November 13, 2003 Year 2 Rates November 13, 2004 Year 3 Rates 2 Upon being awarded 8.42 8.58 975 8.75 2 pay periods 8.62 8.79 8.97 4 pay periods 8.82 9.00 9.18 6 pay periods 9.03 9.21 9.39 3 Upon being awarded 9.19 9.37 9.56 2nd pay period 9.29 9.48

9.67

4 Upon being awarded 9.34 9.53 9.72 2nd pay period 9.56 9.75 9.94 4th pay period 9.77 9.97 10.17 5 Upon being awarded 9.92 10. 12 10. 33 2nd pay period 10.14 10. 34 10. 55 4th pay period 10.34 10.55 10.76 6th pay period 10.56 10.77 10.98 6 Upon being awarded 11. 24 11. 47 11. 69 2nd pay period 11.77 12.01 12.25 4th pay period 12.29 12.54 12.79

6th pay period

12.82 13.08 13.34 8th pay period 13.44 13.71 13.99

7 Upon being awarded 13. 71 13. 98 14. 26 2nd pay period 13. 97 14. 25 14. 54 8 Upon being awarded 14. 24 14. 52 14. 81 2nd pay period 14. 44 14. 73 15. 03 4th pay period 14. 66 14. 95 15. 25 6th pay period 14. 86 15. 16 15. 46 8th pay period 15. 08 15. 38 15. 68

9 Upon being awarded 15.29 15.60 15.91

2nd pay period 15.49 15.80 16.12 4th pay period 15.71 16.02 16.34 6th pay period 15.91 16.23 16.55

10 Upon being awarded 24.95 25.45 25.96

JOB TITLES (PART OF SCHEDULE "A")

PAY GRADE

Year 1 Rate Year 2 Rate Year 3 Rate DESCRIPTION

\$8. 42 \$8. 58 \$8. 75 STUDENTS LEVEL 2

\$9.03 \$9.21 \$9.39 GENERAL LABOUR

### PREPARATORY OPERATIONS

Parking Lot Attendant/Security/Janitorial

Clean-up (Glass)

Clean-Sort (Glass)

Machine Helper:

Spray Booth Assistant

Arch Press Helper

Flat Line Assistant

Patch and Sand

Truck Trailer Helper

Copper Patina Applier

Taping (PVC)

LEVEL 3

\$9. 29 \$9. 48 \$9. 67

### FINAL AGREEMENT 2002-2005 SUB-ASSEMBLIES/ MATERIAL PREP

### COMPONENT SUB ASSEMBLY/MACHINE OPERATIONS I

Weather-stripping

Wood Frame Nailer

Sash Assembler

Wood Re-Cut

Parts Picker

Machine Wood & Parts Set-up

Cutting & Punching Set-up

Screener:

**Regul** ar

Sandbl aster

Wood Hardware Installer

Semi-Skilled Component Assembly

PVC Cutting

PVC Fabricating:

Punchi ng

Screener

Tripane Ripping

COMPONENT ASSEMBLY I

Single Door Line

CRATING - I.G.U.

**PRODUCT STAGER** 

GLASS BREAKOUT

CUT & PREP. /SPACERS/GBG

**GLASS LOADER/SORTER** 

TWO POINT WELDER (PVC)

MAINTENANCE HELPER

PAY GRADE

Year 1 Rate Year 2 Rate Year 3 Rate DESCRIPTION

LEVEL 4

\$9.77 \$9.97 \$10.17 SUB-ASSEMBLIES (TECHNICAL)

# IGU ASSEMBLER

Applicator - swg sealant

Assembler - swg / int - ged

**Glass Washer Feeder** 

SWG Co-ord / edge del

Insp / Cons - swg / int

Argon - swg / int - ged

Wrapper - int - ged

Tail Off - swg / int - ged

GLAZI NG

Wood Specialty Glazer

PVC Window Glazer

PVC Patio Door Glazer

PVC Specialty Glazer

### INVENTORY CONTROL/SHIPPING/RECEIVING

Glass Expeditor

Glass Handler (PVC)

Recei vi ng

COMPONENT ASSEMBLY II

Skilled Component Assembly

(Garden & Sidelite, PVC, Casement, Awning, Picture, Fixed

**PVC Door Inserts** 

Screens - Specials

MACHINE OPERATIONS II

Arch Press Bending

Arch Press Operator Rip & Shape

Set-up Arch Press Shaper

Paint Mixer

Profile Shaping (curves)

Forklift Operator

DDL (includes PVC)

Rectangular DDL and Removable Grilles

Door Components Machine & Prep

Wood/Metal Cutting & Punching

Punching Metal

Cutting Metal Clad/Int.

Mullion Saw Operation (PVC)

FINAL INSPECTION / WRAPPING

PAY GRADE

Year 1 Rate Year 2 Rate Year 3 Rate DESCRIPTION

LEVEL 5

\$10.56 \$10.77 \$10.98 FINAL UNIT ASSEMBLY

FINAL UNIT REWORK

Re-Work / Repair Wood & Glass

FINAL UNITS - RECTANGULAR

Double Hung / Wood Slider Finals

PVC Final Assembly

Mulling:

Regular Mulling

Multiple Mulling

**GLASS HAND CUTTER** 

**CRANE OPERATOR & RECEIVER** 

(Operator/Bar Bend/Oven/Crane)

WOOD PATIO & TERRACE DOOR ASSEMBLER

PAINT SPRAYER

Paint Sprayer

D. D. L. GRILLES (SHAPES)

Special Assy - GBG / Spacer / Set-up

Wood Specialty Removable Grilles

# Wood Specialty DDL Grilles

TRAILER LOADER

INTERNATIONAL CRATING & PACKAGING

CLASS 5 CITY DRIVER

Class 5 Driver c/w airbrakes

COMPUTERIZED SAW OPERATOR (PVC)

4 POINT WELDER (PVC)

CNC DOOR ROUTER OPERATOR

SPECIAL PREPARATIONS & OPERATIONS

Material Planner

Sub Ass Wood/ Metal Prep Skilled Comp Ass Set-up

Wood Prep Special / Final Special

Metal Bending (includes non-typical)

LEVEL 6

\$13.44
\$13.71
\$13.99
SPECIALTY SHAPES (Building and Final Assembly)

SAW BLADE SHARPENER

PVC SPECIALS BENDING

SPECIALTY FINAL UNIT (SHAPES)

Wood Bows and Bays Metal Clad

Specialty Wood Unit Builder I

PVC Specials Assembler

4" Metal Brkmld/ 2" Copper Bkmld (complex mulling)

CLASS 1 DRIVER

Class 1 Driver Grade 1 and 3

INTERCEPT OPERATOR

# RAW MATERIAL RECEIVER

Inventory Receiving

PAINT SPRAYER

Flat Line Sprayer

SPECIALS WELDER

MACHINIST LEVEL 1

CNC GLASS OPTIMIZER

CNC PT6 ARCH PRESS OPERATOR

CNC SYSTEMATIC OPERATOR

MAINTENANCE TECH I

LEVEL 7

\$13.97 \$14.25 \$14.54 MAINTENANCE TECH II

MACHINIST LEVEL 2

SPECIALTY WOOD UNIT BUILDER II

LEVEL 8

\$15.08 \$15.38 \$15.68 MAINTENANCE TECH III

MACHINIST 3 & 4

WAREHOUSE PERSON

LEVEL 9

\$15. 91 \$16. 23 \$16.55 MAINTENANCE LEAD

SPECIALTY CARPENTER

LEVEL 10

\$24.95 \$25.45 \$25.96 PROFESSIONAL TRADESMAN

SCHEDULE B - JOB BID FORM WILLMAR WINDOWS JOB BID Job Posting Date: \_\_\_\_\_\_ Job Bid Date: I would like to bid on the following posted position

•

Employee's Name (print):

**Job** #: Department: Seniority Ranking: I understand that I have five (5) working days in which to decline this bid NOTE: position and return to my previous job. I also understand that management has thirty (30) days to evaluate my progress, during which time they can remove me from this position and return me to my previous job. This job may involve or have potential to involve exposure to hazardous chemicals. I have made inquiry with the Group Manager where this position is supervised and I understand the nature of the hazards and of the necessity to take special training in the use and handling of these chemicals. Employee's Signature: Accepted Rejected Ranki ng Note: This Job Bid Form uses the same basic format used in the Performance Eval uati on Report. **Reasons**: Quality of Workmanship **Production** Efficiency (if deemed applicable to the position)

Knowledge of the Job

Safety Record

Work Area Appearance & Cleanliness

Adaptability

Length of Service

Compatibility

Attitude and Initiative

Attendance

TOTAL:

Group Manager's Signature:

Most recent job evaluation: Date: Total Score: Most recent job bid: Date: Total Score:

The time frame for evaluation of all areas below is the prior six (6) months, unless

otherwise specified.

Work area Appearance/Cleanliness: Quality: (1) Does not clean work area without being asked. (1) Has trouble recognizing quality guidelines, or does not take action when quality problems are observed. (2) Occasionally cleans work area without being asked. (2) Is familiar with the quality guidelines, but does not take action on quality problems. (3) Usually keeps work area clean without being asked.

Usually keeps work area clean without being asked.
 Is familiar with the quality guidelines, and does an average job in acting on

quality problems.
(4) Consistently keeps work area clean and organized without being asked.
(4) Is familiar with the quality guidelines and takes action on quality problems.
(5) Consistently keeps work area clean and organized and, when time allows,

cleans other

areas without being asked. Is familiar with the quality guidelines and takes action on quality (5) problems and

suggests ways of improving quality.

Adaptability:

Production: Usually resists taking on new tasks, assignments, or positions. (1) Extremely low production volume. Frequently make errors that require (1)rework. Does

not use time effectively.

Occasionally demonstrates difficulty adapting to new tasks, assignments, or (2)

positions. (2) Low production volume. Requires more than average time or assistance to complete

tasks. Easily distracted.

Adequately adapts to new tasks, assignments, or positions. (3)

Readily adapts to new tasks, assignments, or positions. (4)

Average production volume. Does not require assistance. Meets deadlines. Readily adapts to new tasks, assignments, or positions, and has helped (3)

(5) others to

adapt.

Often exceeds standard production volume. Produces high volume while often (4)taking on

additional tasks.

(5) Exceptional production volume at all times. Offers to take on additional work.

Length of Service (in the bargaining unit):

(0) 0 days to 6 months Èfficiency:

(1) 6+ months to 1 year

Consistently works at less than 80% efficiency. 1+ years to 3 years 3+ years to 5 years Maintains 80% or higher efficiency. (1)

- (2)
- (3)
- (2)
- (3)Maintains 90% or higher efficiency.
- (4) 5+ years to 10 years
- (5) 10 years and over
- (4)Maintains 100% or higher efficiency.
- Maintains efficiency rating above 100%, and puts in extra effort to achieve (5)

efficiency improvements.

Compatibility:

(1)Argumentative. Resists supervisory direction and disrupts work environment Difficulty getting along with others,

FINAL AGREEMENT 2002-2005 Knowledge of the job being bid on: Reacts poorly to stressful situations. Occasional problems with co-workers and/ or supervisor. (2)(1) Has no experience at this job Has worked at this job less than one month. Takes directions well and works cooperatively with others (2)(3) (3) Has worked at this job from one to six months. Has worked at this job for more than six months, but is not yet fully (4) qual i fi ed. (4) Promotes harmonious work environment. Willingly assists others. Seen as informal leader. Has previously been rated as "fully qualified" at this job in knowledge, (5) experience, and pay rate. Exhibits strong positive influence with co-workers. Good peer motivator. (5) Asset to supervi sor. Safety Record: Attitude and Initiative: More than one (1) disciplinary notice for a safety violation during the (1) previous six (6) months. Often has to be motivated to complete job tasks. (1) Occasionally needs motivation to complete job tasks. No more than one (1) disciplinary notice for a safety violation during the (2)(2)previ ous six (6) months. Does the job with an average amount of initiative and ambition. (3) No disciplinary notice for a safety violation during the previous six (6) (3) months. (4) Works ambitiously and with initiative. Consistently demonstrates a high level of ambition and a concern for (5)policy; acts as a positive example for co- workers. No disciplinary notice for a safety violation during the previous six (6)(4) months and occasionally sees and suggests ways to improve safety. Attendance (tardiness is considered a minimum of one(1) hour absence; only unexcused absence Unexcused absence not to include: PE Days, vacation, to be considered. No disciplinary notice for a safety violation during the previous six (6) (5) months and frequently sees and suggests ways to improve safety. bereavement leave, Company approved leave of absence, leave of absence under the collective agreement regarding medical appointments or family illness, maternity/paternity, jūry duty,

workers compensation, short/long term disability, PIPP):

- (1) Has missed 48 hours or more in the past 6 months
- (2) Has missed more than 24 hours, but less than 48 hours in the past 6 months.
- (3) Has missed 8 hours, but less than 24 hours in the past 6 months
- (4) Has missed less than 8 hours in the past 6 months.

(5) Has missed no time in the past 6 months.

SCHEDULE C - VACATIONS WITH PAY (EFFECTIVE JANUARY 1, 2004)

Effective January 1, 2004, the following provisions shall determine vacation entitlements

for bargaining unit employees and shall replace Article 22 of this Agreement.

ARTICLE 22 - VACATIONS WITH PAY

 $22.\,01$   $\,$  Each employee who, on January 1 of each year, has less than one year of continuous

service with the Company, shall be entitled to receive vacation pay according to the

following:

Actual number of hours worked in previous year x 80 Hours of Vacation Pay 2000

22.02 Each employee who, on January 1 of each year has one or more years of continuous

service with the Company and who has worked 1200 hours or more in the previous year, shall

be entitled to receive annual vacation and vacation pay according to the following:

Years of Continuous ServiceWeeks of VacationHours of Vacation Pay1 year but less than 5 years2 weeks 80 hours of pay

5 years but less than 10 years 3 weeks 120 hours of pay

10 years but less than 20 years 3 weeks 160 hours of pay

Over 20 years 4 weeks 200 hours of pay

 $22.\,03$   $\,$  Each employee who, on January 1 of each year has one or more years of continuous

service with the Company but has not worked 1200 hours or more in the previous year (for

example due to lay-off, illness or injury), shall be entitled to receive the weeks

vacation specified in Article 22.02. The employee will be entitled to receive the hours of

vacation pay specified in Article 22.02 pro-rated in accordance with the following formula:

Actual number of hours worked in previous year  $\mathbf{x}$  Hours of Vacation Pay specified in

Article 22.02

2000

22.04 Hours of vacation pay shall be paid at the employee's current permanent straight

time hourly rate of pay including shift premium at the time the vacation is taken.

22.05 For the purposes of this Article:

(a) Hours worked means regular hours worked, hours of worked overtime (1 hour of

overtime = 1 hour worked), and hours associated with paid vacation under this  $\mbox{Article, PE}$ 

Days under Article 20, Bereavement Leave under Article 17 and General Holidays under Article

21; and

(b) Continuous service shall be calculated from the employees last date of hire and

means employment uninterrupted by absence due to discharge or voluntary severance of

employment unless rehired within thirty (30) days.

22.06 Each employee that is entitled to a vacation must take at least one week's vacation

each calendar year. Employee's written requests for vacations must be for at least one full

day (8 hours) and shall be considered by the Company subject to operational requirements.

 $22.\,07$  Subject to Article 22.08, vacation entitlements earned as of January 1 of each year

must be taken by December 31 of that year and may not be accumulated. Vacation entitlements

of

not received and not scheduled to be received prior to December 31 will be paid out as part

of the second last pay period of the year.

22.08 Notwithstanding Article 22.07, an employee may request in writing to the Plant

Manager by December 1 to have vacation entitlements carried over from the year from which

the entitlement arose (the "current year") to the following calendar year (the "carry  $% \left( \left( {{{\mathbf{x}}_{i}}^{2}}\right) \right) =\left( {{{\mathbf{x}}_{i}}^{2}}\right) +\left( {{{\mathbf{x}}_{i}}^{2}}\right) +$ 

over"), provided:

(a) the purpose of the request is for international travel during the months of January,

February, March, April, November or December of the following calendar year; and

(b) the carry over will consist of not less than five (5) days and not more than ten

(10) days of vacation entitlement;

The Company will consider requests that comply with this article in order of their

receipt, and will provide written decisions in response to all requests by December 15 of

the current year.

22.09 Any employee who, as of January 1 of any year, has 10 or more years of continuous

service and who qualifies for the vacation entitlements in Article 22.02 above, may at any

time during the year request to receive payment of the additional 1 week (40 hours) of

vacation pay (the "additional vacation pay") to which he or she is entitled under Article

22.02. Payment of the additional vacation pay must be paid in a single lump sum and will be

paid as soon as possible following the request as part of the employee's regular pay.

#### LETTER OF UNDERSTANDING #1

BETWEEN

WILLMAR WINDOWS, A DIVISION OF JELD-WEN CANADA LTD

FINAL AGREEMENT 2002-2005 and NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) LOCAL 144 The parties have discussed the procedures whereby a Step 2 decision is appealed to arbitration and have agreed that after notice of intention to refer the grievance to arbitration has been completed, the referring party shall advise the arbitrator referred to in Article 7.06 within sixty (60) days. Executed this 23rd day of June, 2003. Executed this 19th day of June, 2003. NATIONAL AUTOMOBILE AEROSPACE TRANSPORTATION AND GENERAL WORKERS WILLMAR WINDOWS, A DIVISION UNION OF CANADA (CAW-CANADA) AND ITS OF JELD-WEN CANADA LTD. LOCAL 144 (Signed ) Barry Homrighaus \_ (Signed) Dale Paterson (Signed) Rob Farr\_\_\_\_\_ (Signed) Steve Sheasby\_\_\_\_ (Signed) Angie Balint\_\_\_\_\_ (Signed) Tod Blanchard \_\_\_\_ (Signed) Edgardo DeJesus\_\_\_ (Signed) Paul Krueger\_\_\_\_ (Signed) Debbie Neufeld\_\_\_\_ (Signed) Antonio Bonifacio\_\_\_ 56 56 - 8 -- 3 -