

COLLECTIVE AGREEMENT

BETWEEN

JELD-WEN Doors and Windows, Willmar Division (the  
"Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)

RECEIVED  
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AND ITS LOCAL 3003 (the "Union")

November 13, 2005 to November 12, 2008

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## **ARTICLE I- 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 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 Managers and have the responsibility for the overall efficiency of their department. The Manager's function shall include aiding and assisting the production process. Although it is understood that Managers and other non-bargaining unit personnel shall normally not perform work performed by bargaining unit employees, it is understood, however, that Managers may perform the following types 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 purposes;
  - (e) Making adjustments and/or repair to equipment or machinery;

- (9) 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 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 Chairperson.
- 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 which may arise affecting the welfare of employees and the efficient operations of the plant.
- 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 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 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 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 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 ten (10) 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.

7.04 Either party may, within ten (10) working days after the decision of Step Two or the expiry of the time limit set forth for response in Step Two, whichever is earlier, 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.

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 ten (10) days.

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.



7.06 Where a grievance is properly referred to arbitration in accordance with the terms of this Article, it shall be referred to an Arbitrator chosen in rotation from the following panel:

Diane Jones  
Arne Peltz  
Michael Werier

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 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.

- 8.02 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 notice.
- 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 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.
- (d) If an employee fails to advise the Company within four **(4)** working 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 provides 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 substantial changes in job responsibilities, that are introduced during the term of this Agreement.
- 12.03 Any employee commencing a new permanent position shall have his or her wages adjusted according to the progressions specified in Schedule A.
- 12.04 Any hours worked on or after May 9, 2003 by an employee temporarily assigned to work in a higher paying classification will be recorded and accumulated, and the classification shall be noted. In current and subsequent temporary assignments, an employee shall be permitted to progress through the pay levels in the wage and classification schedule (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 assigned.
- 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:

<b>Shift Name</b>	<b>Start Day</b>	<b>Start Time</b>	<b>End Time</b>
*Night Shift	Sunday	11:00 p.m.	7:00 a.m.
Day Shift	Monday	7:00 a.m.	3:30 p.m.
Evening Shift	Monday	3:30 p.m.	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 Overtime will be worked on a voluntary basis for the period from December through May. The Company may canvas its employees in a process outlined below in Articles 15.02, 15.03, 15.04, 15.05 and 15.06. Due to the nature of the work from June through November, employees may be required to work hours in excess of their regular shift as outlined in Article 15.06. It is agreed that during this time period, overtime remains voluntary for all hours on Saturday and Sunday and General Holidays.
- 15.02 Prior to scheduling required overtime, the Company shall first make reasonable efforts to staff overtime work with presently qualified volunteers; the Union agrees to assist such efforts. To encourage volunteers, and minimize the need for mandatory overtime, the Company shall post anticipated overtime by no later than the beginning of the shift three calendar days prior to the scheduled overtime (i.e., Friday for Monday-Wednesday overtime, Monday for Thursday overtime, Tuesday for Friday overtime, etc.); the posting shall solicit qualified volunteers from within and outside the department, referencing the positions required and hourly needs, and will include a sign-up sheet.
- 15.03 The Company shall seek to satisfy overtime needs by taking qualified volunteers off the sign-up sheet from within the affected department. If the number of overtime volunteers is insufficient, the Company shall next select qualified volunteers off the sign-up sheet from outside the department.

- 15.04 For the June through November period, it is anticipated that circumstances requiring the scheduling of mandatory overtime will be infrequent but in the event that volunteers remain insufficient, the Company shall schedule mandatory overtime within the affected department in order of inverse seniority. When the employee's hours by virtue of mandatory overtime begin or end after 12:00 midnight and before 6:00 a.m., the Company shall provide the employee with adequate transportation if needed.
- 15.05 Except for situations involving *force majeure* (such as storms, power outages, breakdowns, etc.), the Company shall pay two hours of pay to all employees who were scheduled to work periods where mandatory overtime was instituted and thereafter cancelled.
- 15.06 Employees shall not be required to work more than ten (10) hours per day. The Company shall not have more than four (4) periods of mandatory overtime in each pay period. The Company will provide notice of required overtime by no later than the end of the shift two calendar days before the scheduled overtime (e.g., end of Wednesday shift for overtime on the Friday shift). Any additional time worked in excess of daily and pay-period limits shall be voluntary.
- 15.07 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.
- 15.08 Overtime will be paid at one and one-half (1½) 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.
- 15.09 For the purpose of calculating hours of work per day or per week in Article 15.08 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 schedule.
- 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, the 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.
- 17.04 Bereavement leave provided for in this Article must be taken within two (2) weeks of the date of death, and must be continuous rather than broken.
- 17.05 For the purpose of this Article, "spouse" shall include a common-law spouse. A 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.
- 18.02 Subject to Article 18.03, for each working day on which an employee serves 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 in accordance with this Article.
- 18.03 In order to qualify for compensation under Article 18.02, the employee must:

- (a) Give the Company notice in writing within at least three (3) working days 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 same or comparable to the position occupied when the leave began with not less than the same 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 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 days of providing the written request.
- 20.02 The Company agrees that subject to the requirements and efficiency of operations, employees shall be granted a leave of absence for the purposes of attending to Union business. The Union will provide written



request for such a leave of absence to the 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.

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 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 calendar 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 notification of absences and must at that time advise the Company of his or her decision to 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 (4) 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  
Victoria Day  
Canada Day  
First Monday in August (Civic Holiday)

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

21.02 In order to qualify for payment for any of the holidays referred to in Article 21.01:

- (a) an employee must have had earnings for at least fifteen (15) working days out of the thirty (30) calendar days immediately preceding the holiday; and
- (b) an employee must have had earnings on the last scheduled shift immediately preceding the holiday and the first scheduled shift immediately following the holiday 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**

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:

$$\frac{\text{Actual number of hours worked in previous year}}{2000} \times 80 \text{ Hours of Vacation Pay}$$

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:

<b>Years of Continuous Service</b>	<b>Weeks of Vacation</b>	<b>Hours of Vacation Pay</b>
1 year <b>but</b> less than 5 years	2 weeks	80 hours of pay
5 years but less than 10 years	3 weeks	120 hours of pay
10 years but <b>less</b> 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 of 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:

$$\frac{\text{Actual number of hours worked in previous year}}{2000} \times \text{Hours of Vacation Pay specified in Article 22.02}$$

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 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 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 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.

## **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 (32) 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"), or to employees in the shipping and receiving departments. 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, shipping and receiving departments.

(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.

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 No regular full-time employees will be subject to layoff until the Company has first laid off all part-time and probationary employees.

23.04 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.

23.05 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, as follows. Layoffs will initially be implemented in reverse order of seniority within the affected department, provided the remaining employees have the skill, ability and qualifications to do the work available. Only for purposes of applying this Article, the following groupings shall comprise the “departments”:

1. Doors, Paint and Receiving
2. Wood Windows and Shipping
3. PVC Windows and Screening
4. Glass
5. Maintenance

Should the implementation of layoffs call for layoffs that would include on a departmental basis, employees with seniority dates beyond January 1, 2000, all additional layoffs would thereafter instead be completed based on plant-wide seniority, provided the remaining employees have the skill, ability and qualifications to do the work available.

- (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 fifteen (15) 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 23.07, or the position shall be posted, in which case Article 24 shall apply as applicable.

23.06 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 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 on a plant-wide basis, commencing at the end of the seniority list (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.
- (c) Any vacancy created as a result of the operation of Articles 23.06(a) and (b), shall be filled in accordance with Article 24.
- (d) Subject to Article 23.06(g), for a nine (9) month period following the displacement 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 23.06(d) must be for no more than the equivalent of fifteen (15) working days in duration.
- (f) If the occupant does not obtain permanent employment by the end of the displacement 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.
- (g) Articles 23.06(d), (e) and (9) do not apply to an occupant who is a junior employee.

23.07 Recalls from layoff shall be implemented as follows:

- (a) The Company will maintain one (1) list of employees on layoff (the “recall list”), containing employees who have been laid off due to both seasonal and permanent production changes. Employees will be ranked on the recall list according to their relative 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 for layoffs occasioned by a permanent production change. In the case of seasonal layoffs, recall shall first be based on plant-wide seniority for employees with seniority dates beyond January 1,

2000; thereafter, recall shall be in order of seniority by department as defined in Article 23.05(a)..

- (c) Employees who have been on layoff due to a seasonal production 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.
- (d) Employees who have been on layoff as a result of a permanent 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 new position. If the employee remains in the position to which he/she has been assigned 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.

23.08 When the Company recalls an employee who has been laid off, it shall notify 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.

23.09 The Company will provide the Plant Chairperson with a list of employees to 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 per Schedule "B"). In the event of a tie, the most senior applicant shall be awarded the position. The Company shall post the job bid results within twenty (20) working days of the job closing date absent unusual circumstances, in which case, posting of the job bid results shall occur as reasonably practicable.

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*.

- 26.02 The parties agree to set up a Health and Safety Committee (the "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 comprised 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 appointed Co-chairperson (the "Company Co-Chairperson") and one (1) Union appointed Co-chairperson (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.
- (c) Conduct plant surveys on at least a quarterly basis to 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 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.
- (e) Recommend, to the General Manager, training and education 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 devices 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:
  - (i) Shall be promptly informed when measures or samples of the occupational environment are being taken and be given the opportunity to observe such measurements and sampling;
  - (ii) Shall be informed of all severe accidents and be 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.

26.04 All injuries occurring at work shall be reported to the Company as 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.
- 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 28<sup>th</sup> 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 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
  - (d) the effect that the change is to have on the terms and conditions of employment.
- 27.05 Upon delivery of the Notice of Technological Change, there shall be 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:
  - (a) is affected by technological change that necessitates notice 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 classification 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**

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 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 each such plan shall be as set forth in either the Company's policies or the master policies issued by the insuring organizations. Where there is a conflict, the provisions of the master policy shall prevail.

The rights of eligible employees in respect of insurance coverage and the settlement 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 pursued and resolved between the Union and/or employee and the insurance carrier pursuant to adjudication and/or dispute resolution mechanisms contained in such policies, and/or the 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 brought into employee work areas. The Company shall continue to supply lockers at no cost to employees. Employees are responsible for their locks. The Company may, after providing 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.

30.04 In the event the Company moves its operation to a new location in the Province of Manitoba, the employees affected will have the right to transfer to the new location. This 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 examination 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 as a women's advocate. The employee so appointed will be available to meet with 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 prohibited 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
- (b) "wages" means all wages earned from employment during the five calendar 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 1 <sup>st</sup> 5 calendar years of service	1% of wages
After completion of 2 <sup>nd</sup> 5 calendar years of service	2% of wages
After completion of 3 <sup>rd</sup> 5 calendar years of service	3% of wages
After completion of 4 <sup>th</sup> 5 calendar years of service	3% of wages
After completion of 5 <sup>th</sup> 5 calendar years of service	3% of wages
After completion of 6 <sup>th</sup> 5 calendar years of service	3% of wages
After completion of 7 <sup>th</sup> 5 calendar years of service	3% of wages
After completion of 8 <sup>th</sup> 5 calendar years of service	3% of wages

33.04 All employee entitlements under this article shall be determined and 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 Savings 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 RRSP. 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 advised in the matter by the Company.

33.06 All payments to be made by the Company under this Article will be made no later than 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, 2005 up to and including November 12, 2008. 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 \_\_\_\_ day of \_\_\_\_\_, 2005

Executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

NATIONAL AUTOMOBILE AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA) AND **ITS**  
LOCAL 3003

JELD-WEN WINDOWS AND  
DOORS, WILLMAR DIVISION

\_\_\_\_\_  
Dale Paterson

\_\_\_\_\_  
Steve Sheasby

\_\_\_\_\_  
Rob Farr

\_\_\_\_\_  
Tod Blanchard

\_\_\_\_\_  
Dave Hebert

\_\_\_\_\_  
Larry Chimilar

\_\_\_\_\_  
David Smith

\_\_\_\_\_  
Paul Krueger

\_\_\_\_\_  
Roger Miller

\_\_\_\_\_  
Adam Cook

\_\_\_\_\_  
Ron Roberts

\_\_\_\_\_  
Lee Littke

**SCHEDULE "A"**

**CLASSIFICATION RATES OF PAY**

<b>Level</b>	<b>Time frame</b>	<b>Ratification/Signing, 2005 Year 1 Rates</b>	<b>November 13, 2006 Year 2 Rates</b>	<b>November 13, 2007 Year 3 Rates</b>
1	Upon being awarded	9.90	10.10	10.30
	2nd pay period	10.02	10.22	10.43
2	Upon being awarded	10.06	10.26	10.50
	2nd pay period	10.29	10.50	10.75
	4th pay period	10.53	10.74	11.00
3	Upon being awarded	10.69	10.90	11.17
	2nd pay period	10.92	11.14	11.42
	4th pay period	11.14	11.36	11.64
	6th pay period	11.36	11.59	11.88
4	Upon being awarded	11.92	12.11	12.31
	2nd pay period	12.50	12.70	12.91
	4th pay period	13.04	13.25	13.47
	6th pay period	13.61	13.83	14.06
	8th pay period	14.27	14.50	14.75
5	Upon being awarded	14.54	14.79	15.03
	2nd pay period	14.84	15.09	15.34
6	Upon being awarded	15.10	15.33	15.56
	2nd pay period	15.33	15.57	15.80
	4th pay period	15.55	15.79	16.02
	6th pay period	15.77	16.01	16.25
	8th pay period	15.99	16.24	16.49
7	Upon being awarded	16.19	16.43	16.67
	2nd pay period	16.41	16.65	16.90
	4th pay period	16.63	16.88	17.13
	6th pay period	16.85	17.10	17.35
8	Upon being awarded	26.48	27.01	27.32

**JOB TITLES (PART OF SCHEDULE "A")**

**PAY GRADE**

**DESCRIPTION**  
**STUDENTS**

**LEVEL 1**

**GENERAL LABOUR**

**PREPARATORY OPERATIONS**

*Patch and Sand*  
*Truck Trailer Helper*  
*Copper Patina Applier*  
*Taping (PVC)*

**SUB-ASSEMBLIES/ MATERIAL PREP**

**COMPONENT SUB ASSEMBLY/MACHINE OPERATIONS I**

*Weather-stripping*  
*Wood Frame Nailer*  
*Sash Assembler*

*Parts Picker*  
*Machine Wood & Parts Set-up*

*Cutting & Punching Set-up*

*Screener:*  
*Regular*

*Wood Hardware Installer*  
*Semi-Skilled Component Assembly*  
*PVC Cutting*

*PVC Fabricating:*  
*Punching*  
*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**

**LEVEL 2**

**SUB-ASSEMBLIES (TECHNICAL)**

**IGU ASSEMBLER**

*Applicator*  
*Assembler*

*Glass Washer Feeder*  
*SWG Co-ord / edge del*  
*Insp / Cons*  
*Argon*  
*Wrapper*  
*Tail Off*

**GLAZING**

*Wood Specialty Glazer*  
*PVC Window Glazer*  
*PVC Patio Door Glazer*  
*PVC Specialty Glazer*

**INVENTORY CONTROL/SHIPPING/RECEIVING**

*Glass Expeditor*  
*Glass Handler*  
*Receiving*

**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 Cuffing & Punching*  
*Punching Metal*  
*Cuffing Metal Clad/Int.*  
*Mullion Saw Operation (PVC)*

**FINAL INSPECTION / WRAPPING**

**LEVEL 3**

**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)

*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 I Final Special*

*Metal Bending (includes non-typical)*

#### LEVEL 4

#### **SPECIALTY SHAPES (Building and Final Assembly)**

PVC SPECIALS BENDING

SPECIALTY FINAL UNIT (SHAPES)

*Wood Bows and Bays Metal Clad*

*Specialty Wood Unit Builder I*

*PVC Specials Assembler*

*4" Metal Brkmdl/ 2" Copper Brkmdl (complex mulling)*

CLASS 1 DRIVER

*Class 1 Driver Grade 1 and 3*

RAW MATERIAL RECEIVER

*Inventory Receiving*

PAINT SPRAYER

*Flat Line Sprayer*

MACHINIST LEVEL 1

CNC GLASS OPTIMIZER

CNC PT6 ARCH PRESS OPERATOR

CNC SYSTEMATIC OPERATOR

MAINTENANCE TECH I

Special Assy - GBF / Spacer / Set-up

#### LEVEL 5

MAINTENANCE TECH II

MACHINIST LEVEL 2

SPECIALTY WOOD UNIT BUILDER II

**LEVEL 6**

**MAINTENANCETECH III  
MACHINIST 3 & 4  
WAREHOUSE PERSON**

**LEVEL 7**

**MAINTENANCE LEAD  
SPECIALTY CARPENTER**

**LEVEL 8**

**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:** \_\_\_\_\_

NOTE: I understand that I have five (5) working days in which to decline this bid 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: \_\_\_\_\_

(Your signature confirms your expressed interest in this job posting)

----- FOR OFFICE USE ONLY BELOW THIS LINE=====

Accepted  Rejected

Ranking

Note: This Job Bid Form uses the same basic format used in the Performance Evaluation Report.

Reasons:

_____	Quality of Workmanship	_____
_____	Production	_____
_____	Knowledge of the Job	_____
_____	Safety Record	_____
_____	Work Area Appearance	_____
_____	&	
_____	Cleanliness	
_____	Length of Service	_____
_____	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 of active work, unless otherwise specified.

**Quality:**

- (1) Has trouble recognizing quality guidelines, or does not take action when quality problems are observed.
- (2) ~~Is~~ familiar with the quality guidelines, but does not take action on quality problems.
- (3) **Is** familiar with the quality guidelines, and does an average job in acting on quality problems.
- (4) ~~Is~~ familiar with the quality guidelines and takes action on quality problems
- (5) **Is** familiar with the quality guidelines, takes action on quality problems and provides constructive suggestions to improve quality

**Production:**

- (1) Extremely low production volume. Frequently makes errors that require rework. Does not use time effectively.
- (2) Low production volume. Requires more than average time or assistance to complete tasks. Easily distracted
- (3) Average production volume. Does not require assistance. Meets deadlines.
- (4) Often exceeds standard production volume while taking on additional tasks.
- (5) Exceptional production volume at all times, takes on additional tasks and acts as a positive example for co-workers

**Knowledge of the job being bid on:**

- (1) Has no experience at this job
- (2) Has worked at this job less than one (1) month.
- (3) Has worked at this job from one ~~(1)~~ six (6) months.
- (4) Has worked at this job for more than six (6) months, but is not yet fully qualified.
- (5) Has previously been rated as "fully qualified" at this job in knowledge, experience, and pay rate.

**Work area Appearance/Cleanliness:**

- ~~(1)~~ Does not clean work area without being asked.
- (2) Occasionally cleans work area without being asked.
- (3) Usually keeps work area clean without being asked.
- (4) Consistently keeps work area clean and organized without being asked.
- (5) Consistently keeps work area clean and organized and, when time and production responsibilities allow, shows initiative in promoting a clean facility by cleaning other work areas without being asked.

**Length of Service (in the bargaining unit):**

- (0) 0 days to 6 months
- ~~(1)~~ months to 1 year
- (2) 1+ years to 3 years
- (3) 3+ years to 5 years
- (4) 5+ years to 10 years
- (5) 10 years and over

**Attitude and Initiative:**

- (1) Often has to be motivated to complete job tasks, resists taking on new tasks and assignments. argumentative and disruptive.
- (2) Occasionally needs motivation to complete job tasks and has difficulty adapting to tasks. Reacts poorly in stressful situations. Occasional problems with co-workers / supervisors.
- (3) Does the job with an average amount of initiative and ambition & adapts adequately to assigned tasks. Takes direction well and works cooperatively with others.
- (4) Demonstrates ambition and initiative, readily adapts to tasks & willingly assists others.
- (5) Consistently demonstrates a high level of ambition. Initiative and concern for Company policy; affirmatively acts as a positive example for co-workers; consistently volunteers for overtime

**Safety Record:**

- (1) More than one (1) disciplinary notice for a safety violation during the previous six (6) months.
- (2) No more than one (1) disciplinary notice for a safety violation during the previous six (6) months
- (3) No disciplinary notice for a safety violation during the previous six (6) months.
- (4) No disciplinary notice for a safety violation during the previous six (6) months and provides constructive suggestions to improve safety.
- (5) No disciplinary notice for a safety violation during the previous six (6) months and frequently provides constructive suggestions to improve safety.

**Attendance: (tardiness is considered a minimum of one (1) hour absence; only unexcused absence to be considered. Unexcused absence not to include: Vacation, bereavement leave, Company approved leave of absence, leave of absence under the collective agreement regarding medical appointments or family illness, maternity / paternity, jury duty, workers compensation, short/long term disability, PIPP and PE Days):**

- (1) Has missed 48 hours or more in the past six (6) months.
- (2) Has missed 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.

**LETTER OF UNDERSTANDING#1**

**BETWEEN**

**JELD-WEN** Doors and Windows, Willmar Division

and

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3003**

The parties discussed the possibility of permitting employees to bank overtime compensation annually for later payment during Company-scheduled short workweeks and Christmas shutdowns. The Company recognizes that banking may prove beneficial to employees who wish to defer overtime compensation for use during such time periods and commits to investigate its legality and feasibility, and to report back to the Union Bargaining Committee within six months of the effective date of this Agreement on its findings and conclusions (with a preliminary report to be issued at least one month prior). Should overtime banking be legal and reasonably practicable, the Company agrees to implement such a policy by no later than June 1, 2006. The parties agree that designations under any overtime banking program would need to be made in advance and in writing by participating employees at the beginning of the program-year. The parties further agree that banked overtime hours in any such program would be capped annually and applicable only for payment to offset Company-scheduled reduced workweeks and/or Christmas shutdowns. Unused banked hours would not be permitted for carry-over and would instead be cashed out at the end of the program year.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

NATIONAL AUTOMOBILE AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA) AND ITS  
LOCAL 3003

JELD-WEN DOORS AND WINDOWS  
WILLMAR DIVISION

\_\_\_\_\_  
Dale Paterson

\_\_\_\_\_  
Steve Sheasby

\_\_\_\_\_  
Rob Farr

\_\_\_\_\_  
Tod Blanchard

\_\_\_\_\_  
Dave Hebert

\_\_\_\_\_  
Larry Chimilar

\_\_\_\_\_  
David Smith

\_\_\_\_\_  
Paul Krueger

\_\_\_\_\_  
Roger Miller

\_\_\_\_\_  
Adam Cook

\_\_\_\_\_  
Ron Roberts

\_\_\_\_\_  
Lee Littke

LETTER OF UNDERSTANDING#2

BETWEEN

JELD-WEN Doors and Windows, Willmar Division

and

NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3003

The parties have agreed to permit the scheduling of mandatory overtime as set forth in Article 15. It is anticipated that circumstances preventing an employee from working scheduled mandatory overtime will be infrequent. In scheduling mandatory overtime, the Company agrees to take into account genuine and extraordinary excusing circumstances that may create personal obligations that conflict with scheduled overtime.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2005.

NATIONAL AUTOMOBILE AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA) AND ITS  
LOCAL 3003

JELD-WEN DOORS AND WINDOWS  
WILLMAR DIVISION

\_\_\_\_\_  
Dale Paterson

\_\_\_\_\_  
Steve Sheasby

\_\_\_\_\_  
Rob Farr

\_\_\_\_\_  
Tod Blanchard

\_\_\_\_\_  
Dave Hebert

\_\_\_\_\_  
Larry Chimilar

\_\_\_\_\_  
David Smith

\_\_\_\_\_  
Paul Krueger

\_\_\_\_\_  
Roger Miller

\_\_\_\_\_  
Adam Cook

\_\_\_\_\_  
Ron Roberts

\_\_\_\_\_  
Lee Little

LETTER OF UNDERSTANDING #3

BETWEEN

JELD-WEN WINDOWS AND DOORS,  
WILLMAR DIVISION

and

NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3003

The Company agrees to pay a one time lump sum of \$5000.00 into a special fund for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such payment will be made on or by January 15, 2006, and sent to the following address: CAW Paid Education Leave Program, 205 Placer Court, Willowdale, ON M2H 3H9.

Leave requests shall be governed by Article 20 -- Leave of Absence.

Executed this \_\_\_ day of \_\_\_\_\_, 2005:

Executed this \_\_\_ day of \_\_\_\_\_, 2005.

NATIONAL AUTOMOBILE AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) AND ITS LOCAL 3003

JELD-WEN WINDOWS AND DOORS  
WILLMAR DIVISION

\_\_\_\_\_  
Dale Paterson

\_\_\_\_\_  
Steve Sheasby

\_\_\_\_\_  
Rob Farr

\_\_\_\_\_  
Tod Blanchard

\_\_\_\_\_  
Dave Hebert

\_\_\_\_\_  
Larry Chimilar

\_\_\_\_\_  
David Smith

\_\_\_\_\_  
Paul Krueger

\_\_\_\_\_  
Roger Miller

\_\_\_\_\_  
Adam Cook

\_\_\_\_\_  
Ron Roberts

\_\_\_\_\_  
Lee Littke