

COLLECTIVE AGREEMENT

BETWEEN

Ply Gem Canada, Inc.

(Hereinafter referred to as the “Employer”)

AND

**United Brotherhood of Carpenters and Joiners of America,
Local Union No. 2010**

(Hereinafter referred to as the „Union”)

January 1, 2012 – December 31, 2014

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PREAMBLE

All Parties to this Agreement are committed to being the most efficient producer of quality products as the means to achieve a fair return and continuing security for Employees and the Employer.

The purpose of this Agreement, entered into by collective bargaining, is to establish and maintain a sound relationship among the Employer, Employees and Union relative to working conditions of Employees.

ARTICLE 1 – INTERPRETATION AND EXTENT

- 1.01 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.02 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the certified bargaining agent for all Employees in Calgary except office, clerical, sales, service and quality control personnel, Supervisor and those above the rank of Supervisor.

ARTICLE 3 – UNION SECURITY

- 3.01 All Employees covered by this collective agreement shall, as a condition of employment, become a member of the Union following the successful completion of the ninety (90) calendar day probation period.

The Employer shall distribute to each new Employee a copy of the Collective Agreement as provided by the Union; the Introductory Letter from the Union to new Employees; display the Power Point presentation containing the appropriate information about the union at Orientation; and will have the appropriate Union sign-up documents completed. The Supervisor will introduce each new employee to the shop Steward(s).

The Employer shall, upon completion of the Employee's probationary period of ninety (90) calendar days, deduct the standard initiation fees and union dues as specified by the union from the employee's wages.

- 3.02 The Employer shall by the 15th day of each month remit to the Union the dues deducted for the preceding month and a written statement of the name of the Employee for whom the deduction was made and the amount of each deduction.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:

- (a) The right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees; the right to change and abolish rules and practices; the right to discipline, suspend, and discharge Employees for just cause.
- (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, layoff, and recall Employees subject to the provisions of this Agreement.
- (c) The sole and exclusive right and jurisdiction over all operations, building, machinery, equipment and Employees shall be vested in the Employer, including the right to determine location of operations and the expansion, curtailment or discontinuation of operations, the right to schedule operations and number of shifts, the right to determine methods, processes and means of production, job content and quality and quantity standards, the right to contract work provided bargaining unit Employees do not lose regular or overtime hours; use improved methods, machinery and equipment; the right to decide on the number of Employees needed by the Employer at any time, the number of hours and days to be worked and starting and quitting times; the right to determine financial policies including accounting procedures and customer relations.
- d) The Employer specifically retains the right for supervisors and other personnel outside the bargaining unit to perform bargaining unit work on the following limited basis:
 - i. To instruct or train employees
 - ii. To make adjustments and/or repair to equipment or machinery
 - iii. To perform research work or work of an experimental nature involving the development of new processes and products
 - iv. To aid or assist in production efficiency on a short term intermittent basis.

Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

ARTICLE 5 – NON-DISCRIMINATION

5.01 Neither the Employer nor the Union or its members will discriminate in any manner against any Employee because of support or non-support of the Union.

ARTICLE 6 – UNION ACTIVITY ON EMPLOYER PREMISES

6.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Vice President of Operations or his designate.

6.02 If the Union Business Representative requires access to Company premises to attend to matters arising from the Collective Agreement, he shall contact the Vice President of Operations or his designate for permission.

6.03 The Employer will provide five (5) bulletin boards for the posting of Union notices in the following locations:

- | | |
|-----------------|---------------------------------|
| 1) Glass Plant, | 4) Calgary Shipping Department, |
| 2) PVC Plant, | 5) Component Plant. |
| 3) Wood Plant, | |

One (1) further bulletin board will be provided at the current GM Woodworking building once the Company begins to utilize the area for production. The said Union notices shall be first approved for posting by the Human Resources Manager or designate.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer will recognize the Union elected or appointed Shop Stewards provided they are Employees of the Employer who have completed their probationary period and who have acquired one (1) year of seniority under this Collective Agreement. The Union shall notify the Employer in writing of the names of the Shop Stewards. The number of Shop Stewards shall be limited to:

Six (6) Shop Stewards on the day shift:

- One (1) Shop Steward who works in the component plant building,
- Four (4) Shop Stewards who work in the main plant building,
- One (1) Shop Steward who works in Calgary shipping,

The following numbers of Shop Stewards shall be appointed to the evening and night shift as indicated:

- Three (3) Shop Stewards on evening shift who work in the Glass Plant, PVC Plant and Wood Plant; and
- One (1) Shop Steward who works on the night shift. Where the night shift exceeds fifty (50) employees, the union may appoint another Shop Steward on the night shift.

A Shop Steward in one plant or department may be asked to assist or represent one or more employees in another plant or department where no Shop Steward is designated, or where language is a barrier to resolving an issue or grievance.

In the event an employee who is also a shop steward is transferred by the Company to another plant or department, that employee shall continue to have responsibility for shop steward duties in the former plant or department.

7.02 Shop Stewards shall suffer no loss of regular pay when processing grievances under Steps

1 and 2 of the Grievance Procedure. The Union acknowledges that the Shop Stewards have their regular work to perform as Employees of the Employer and it is therefore agreed that they shall not leave their work to process a grievance or undertake any other union business on the Employer's premises during working hours without prior consent of their supervisor. Such consent will not be unreasonably withheld.

- 7.03 Where a Supervisor intends to discipline an Employee, the Supervisor shall ensure the Employee has sufficient time to have Steward present at the disciplinary meeting should the Employee so request.

Labour Management and Safety Committee

- 7.04 A joint Labour Management and Safety Committee comprised of up to four (4) representatives appointed by the Employer and up to four (4) bargaining unit members appointed by the Union (or three (3) bargaining unit members and the Business Representative) will meet bi-monthly to discuss matters of mutual interest and will:

- Review health and safety incidents and statistics;
- Make recommendations relative to health and safety matters;
- Discuss issues placed on the agenda by the Company and Union.

Agenda items will be proposed to the Manager of Human Resources or his designate up to three (3) working days prior to the date of the meeting. Agenda items submitted after the specified deadline may be deferred to a later time at the discretion of the Human Resources Manager who shall exercise such discretion in a reasonable manner.

- 7.05 Any employee who misses regular work hours because they are involved in collective bargaining with the company will have that time considered work time for the purpose of calculating overtime.

ARTICLE 8 – NO STRIKES AND LOCKOUTS

- 8.01 The Union agrees that it will not cause, authorize, sanction or permit Employees to cause or take part in any sit-down, stay-in or slowdown or any strike or stoppage of any of the Employer's operations or any curtailment of work on the Employer's premises during the term of this Agreement. Any of the foregoing actions by the Union or Employees shall be considered an illegal strike for which Employees may be dismissed at the Employer's discretion and the only issue subject to the grievance procedure is the question of fact whether or not the Employee engaged in or participated in any such action. This provision does not limit the Employer's right to immediately dismiss an Employee for offenses not listed above.

The union shall be liable for all costs and damages to the Employer arising from a violation of the provisions of the paragraph above.

8.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Any difference concerning the interpretation, application, administration or alleged violation of this Agreement shall be handled in the following manner:

Step 1

An Employee who believes there is a difference shall meet with his Supervisor to discuss the difference with the assistance of a Shop Steward within five (5) working days of the occurrence or first awareness of the difference.

A Shop Steward in one department may be asked to assist or represent one or more employees in another department where no Shop Steward is designated, or where language is a barrier to resolving an issue or grievance.

The Supervisor has five (5) working days to endeavour to resolve the difference.

Step 2

If the difference is not settled in Step 1, the difference shall be submitted in writing to the Human Resources Manager or his designate with the assistance of the Shop Steward or the union within five (5) working days. The grievance shall contain the following information:

- A. A summary of the circumstances giving rise to the grievance,
- B. The clauses of the Collective Agreement that have been allegedly breached, and
- C. The particulars of the remedy sought.

Step 3

The Human Resources Manager has five (5) working days after being notified in Step 2, to endeavour to resolve the grievance.

Step 4

If the grievance is not resolved, either party may refer the difference to a Board of Arbitration within ten (10) working days. The Arbitration Board shall be comprised of one member appointed by each of the parties and the neutral chair appointed by the members. Each party shall bear the expenses of their appointee and the expenses of the Chair shall be shared equally by the parties.

Written notice of a grievance to arbitration shall include the name, address and business phone number of the referring parties' appointed member of the arbitration board. The recipient of the notice shall, within seven (7) calendar days, advise the other party of the

name, address and business phone number of its appointed member of the arbitration board. The two appointees shall, within seven (7) calendar days of the appointment of the second of them appoint a third person who shall be the Chairman. If the appointees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.

The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The Arbitration Board shall not adjudicate any matter not specifically grieved in the grievance.

The majority decision of the Board of Arbitration shall be final and binding on both parties subject to the provisions of the *Alberta Labour Relations Code*.

- 9.02 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation by the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief that affect individual Employees. A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within twenty-one (21) calendar days of notice of the act causing the grievance.
- 9.03 Time limits at any step of the procedure may be extended by mutual agreement in writing between the parties.
- 9.04 Should the Employee or the Union fail to adhere to any time limit under this Article, the grievance shall be deemed abandoned unless the Employer has agreed in writing to waive the time limit. Should the Employer fail to adhere to any time limit under this article, the grievance shall move to the next step up to and including Arbitration.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

- 10.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours of work per week, or of days of work per week or as a restriction on the scheduling of a longer or shorter work week or work day whenever, in the opinion of the Employer, this is required for business reasons.
- 10.02 The normal work week will consist of forty (40) hours to be worked in a manner to best meet the Employer's contractual commitments. A working day shall consist of up to ten (10) hours. These hours shall be exclusive of an unpaid meal break of thirty (30) minutes and include two (2) fifteen (15) minute paid rest breaks. Days of work shall be consecutive Monday to Friday.

The shift between 12:00 midnight and 7:00 am will have one fifteen (15) minute paid rest break and one thirty (30) minute unpaid meal break.

10.03 Times for eight (8) hour shifts to commence and end will normally be:

5:00am - 1:30pm
6:00am - 2:30pm
6:30am - 3:00pm
7:00am - 3:30pm
7:30am - 4:00pm
12:30 pm - 9:00pm
3:30 pm - 12:00 am
4:30pm - 1:00am

Times for the six and one half (6 ½) hour shift to commence and end will normally be:

12:00 midnight - 7:00am

The Employer may specify other shifts from time to time, as required to meet business needs.

- Vacancies on the night shift will first be advertised internally.
- Where applicants are insufficient to fill the vacancies on the night shift, applicants will be sought externally.

10.04 Notice of changes to shift schedules will be provided two (2) weeks in advance.

10.05 Overtime is time worked by an Employee in excess of his regularly scheduled work day or in excess of forty (40) hours per week. The time worked by night shift employees in excess of thirty-two and one half (32 ½) hours per week is considered overtime.

10.06 Notwithstanding the foregoing, Employees who are sent home by the Employer because of a lack of work due to Inventory but who are otherwise available, will be entitled to overtime on the same basis as if they had attended at work but for Inventory.

10.07 Overtime is paid at one and one half times the Employee's regular rate of pay provided the Employee has worked all of his regularly scheduled hours. If an Employee has not worked all of his regularly scheduled hours, he will be required to make up such hours at straight time rates before daily or weekly overtime applies.

10.08 All overtime must be authorized by the Supervisor prior to the work being performed.

10.09 When an Employee reports for work at the commencement of his regularly scheduled shift and no work is made available to him he shall be paid four (4) hours at his regular rate of pay.

ARTICLE 11 – GENERAL HOLIDAYS

11.01 The following will be observed as General Holidays:

- New Year's Day
- Family Day
- Good Friday

- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing day

11.02 Eligible Employees will be paid for General Holidays specified in this agreement at the Employee's regular straight time rate of pay, except Remembrance Day in 2012, which shall be unpaid. Except as specified, when any of the General Holidays identified in clause 11.01 occur on a Saturday or Sunday, they shall be observed on the following work day. The Company in its sole discretion may schedule observance of the General Holiday to the preceding Friday where business need dictates.

11.03 An Employee required to work on any of the above designated statutory holidays will be paid for the regular number of hours which would have normally been worked by him on the statutory holiday plus time and one half (1 1/2x) their regular straight time rate for hours worked on the statutory holiday.

11.04 An Employee is not entitled to Statutory Holiday pay:

- (a) if the Employee has not been employed for thirty (30) work days during the preceding twelve (12) months, or;
- (b) if the Employee is absent from their regular employment without the consent of the Employer for all or part of their last regular working day preceding or their first regular working day following a recognized holiday unless the absence is for medical reasons that are substantiated by a medical certificate from a doctor or;
- (c) if the Employee is on layoff status, maternity leave, paternity leave, or adoption leave on the date of the recognized holiday.

If a statutory holiday falls within the annual vacation of an Employee, the Employer shall, if the holiday is one to which the Employee would have been entitled if not on vacation, give him:

- (a) a holiday on what would have been the first day back, or by agreement, on another day; or
- (b) general holiday pay of a sum that is at least equal to the average daily wage of the Employee.

ARTICLE 12 – VACATIONS

12.01 Vacation is calculated on the anniversary of the Employee's date of hire. Upon successful completion of probation, Employees are eligible for vacation time in accordance with the schedule in clause 12.02.

12.02 Vacation pay is calculated as follows:

<u>Years of Service</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
Less than 1 year	prorated time	4% of regular pay
1 – 3 years	2 weeks	4% of regular pay
4 – 9 years	3 weeks	6% of regular pay
10 – 14 years	4 weeks	8% of regular pay
15 or more years	5 weeks	10% or regular pay

Note: after the 36th, 108th and 168th month of employment, the employee’s entitlement to vacation time shall move to the next level.

12.03 The Union acknowledges that the Employer has the right to schedule vacations at any time during the year. However, the Employer will make reasonable efforts to grant vacations at the time or times desired by the Employees. Vacations of more than two weeks will not necessarily be scheduled consecutively. The union further recognizes that because of the nature of the Employer’s business, there may be certain closed seasons during the calendar year during which vacations cannot be granted.

ARTICLE 13 – WAGES

13.01 (a) Wage rates shall be as per the following schedule of dollars (\$) per hour:

	2012	2013	2014
	January 1	January 1	January 1
Level 2 - Start rate	15.75	15.75	15.75
- Training rate (90 days)	16.25	16.25	16.25
Level 2 – Job rate (1560 hours)	17.30	17.75	18.25
Level 2 – Lead Hand	18.40	18.85	19.35
Level 3	17.95	18.40	18.90
Level 3 – Lead Hand	19.05	19.50	20.00
Level 4	19.95	20.40	20.90
Level 4 – Lead Hand	21.05	21.50	22.00

- Upon successful completion of ninety (90) calendar day probation, Employees become eligible for the Level 2 -Training Rate.
- Employees are required to complete 1560 regular hours from the first hire date to be eligible for the Level 2 - Job Rate.

*Lead Hands:

1. Lead Hand positions are responsible for the work of a small group of Employees. These positions are considered permanent positions and are subject to the posting provisions.
2. Lead Hand positions are responsible for the work of individuals at the same or lower level than the Lead Hand.

3. Any Employee who is at a rate higher than the wage rate for their level will be paid their rate plus \$1.10/hr in recognition of Lead Hand responsibilities.
 4. Employees who are currently Coordinators (Level 4) will become Lead Hands and be responsible for fewer employees than is currently the case in their role as Coordinator. The Level 4 rate is higher than the Lead Hand rate; therefore the Coordinators will not receive any additional financial recognition for Lead Hand responsibilities as they are already engaged in, and paid for, these duties.
- (b) Retroactivity only applies to those Employees employed on the date of ratification as well as Employees on temporary layoff.
- (c) Employees currently at a wage rate that exceeds the rate for their position will receive:
- i. An increase of \$0.40 effective January 1, 2012.
 - ii. An increase of \$0.45 effective January 1, 2013.
 - iii. An increase of \$0.50 effective January 1, 2014.

(d) Notwithstanding Articles 10 (Hours of Work) and 13 (Wages), the Parties Agree to the following for Maintenance Workers:

(i) Maintenance Classifications will be:

Maintenance Worker I:

- Cleaner/entry level maintenance worker

Maintenance Worker II:

- Experienced worker who is not in an apprenticeship program

Maintenance Worker III:

- Worker who is recognized by the Employer as an apprentice

Maintenance Worker IV:

- Worker who is recognized by the Employer as a Journeyman

(ii) Wage rates for Maintenance Worker Classifications are:

	2012	2013	2014
	January 1	January 1	January 1
Maintenance Worker			
- Start rate	15.75	15.75	15.75
- Training rate (90 days)	16.25	16.25	16.25
I - Job rate (1560 hours)	17.30	17.75	18.25
II	21.80	22.25	22.75
III	60 %, 70%, 80% or 90% of the wage rate applicable to the maintenance worker IV classification depending on the year of apprenticeship.		
IV	35.80	36.25	36.75

- Upon successful completion of ninety (90) calendar day probation, Employees become eligible for the Level I -Training Rate;
- Employees are required to complete 1560 regular hours from the first hire date to be eligible for the Level I - Job Rate.

(e) Hours of work for Maintenance Workers I, II, III and/or IV may include regularly scheduled shifts that fall on Saturday or Sunday and which do not attract overtime rates.

(f) Notwithstanding the foregoing, the Truck Driver (Class 1) rate will be:

	2012	2013	2014
	January 1	January 1	January 1
Truck Driver (cl.1)	25.80	26.25	26.75

(g) Employees who have a forklift assigned to them by the Employer will be paid at the Level 3 rate.

ARTICLE 14 – PREMIUMS

14.01 (a) Evening shift premium - \$1.30/hr.

(b) Night shift premium – \$ 4.50/ hr. for all regular hours worked after 12:00 midnight provided the shift started at 12:00 midnight.

14.02 Employees who are designated by the Employer to wear safety shoes and who have completed 12 consecutive months of employment are eligible to receive up to \$100.00/year to assist with the cost of purchasing safety shoes provided they produce receipts acceptable to the Employer. In 2014, employees are eligible to receive \$125.00/ year for this purpose, based on receipts submitted to the Employer.

14.03 When the Employer temporarily assigns an Employee to a position of greater responsibility, for two (2) full consecutive shifts or more, the Employee shall be paid the job rate or a premium of \$1.00/hr whichever is greater, from the first full shift. Such temporary assignment ends at the time the Employer terminates the temporary assignment.

ARTICLE 15 – PROBATIONARY EMPLOYEES

15.01 During an Employee’s first ninety (90) calendar days an Employee shall be considered a probationary Employee and at any time during this period his employment may be terminated and such termination shall not be subject in any manner to the grievance or arbitration procedure.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 An Employee who has been in the employ of the Company for a minimum of ninety (90) calendar days may request in writing, a leave of absence without pay to a maximum of forty (40) calendar days. Such leave of absence may be granted at the discretion of the Employer, provided that the Employee has exhausted all vacation time earned up to the time of the leave of absence request. In unique circumstances, and after considering

business need, the Vice President of Operations, may approve requests for leave in excess of (40) calendar days. An Employee who does not return to work at the expiration of the leave of absence shall be considered to have voluntarily quit his employment.

- 16.02 Should the request be for a leave of absence for union business, no more than three (3) Employees shall be granted leave at the same time and no more than one (1) Employee from a department will be granted such leave. Approval of such leave will be subject to the needs of the operation.

ARTICLE 17 – BEREAVEMENT LEAVE

- 17.01 In the event of a death in the immediate family of an Employee who has completed his probation, the Employer shall grant up to three (3) consecutive working days with pay.

Immediate family shall be defined as:

- (a) Employee's spouse
- (b) Parent of Employee or spouse
- (c) Child or step-child
- (d) Brother or sister
- (e) Brother-in-law or sister-in-law
- (f) Grandparent of Employee or spouse
- (g) Grandchild

ARTICLE 18 – JURY OR CROWN WITNESS DUTY

- 18.01 The Company will pay the Employee his normal hourly earnings for the day(s) spent serving Jury Duty provided the Employee has completed his probationary period; provides proof of Jury service; and remits to the Employer the check he received from the Court for Jury Duty.
- 18.02 An Employee subpoenaed by the Crown as a Witness will be paid his normal hourly earnings for time spent in Court provided the Employee has completed his probationary period and provides a copy of the Crown Subpoena to the Employer.

ARTICLE 19 – SENIORITY

- 19.01 Employees shall not acquire or accrue seniority until the successful completion of their probationary period. Upon successful completion of the probation period the Employee's seniority date will be their original date of hire.
- 19.02 Seniority shall be recognized only where specifically referenced in this Agreement.
- 19.03 The Employer will electronically supply the Union with a seniority list on a quarterly basis, setting out the name, address, phone number, date of hire, job title, classification, salary, shift, department and lead hand designation.
- 19.04 Should there be a need to decrease the work force, Employees may be laid off.

In the case of a temporary layoff of one hundred twenty (120) days or less, affected

Employees will receive notice, or pay in lieu of notice, on the following basis:

Employees with 90 days or less – no notice

Employees with 91 days plus – 2 days notice

Should the layoff become permanent, the notice given for temporary layoff will be deducted from notice for permanent layoff.

If the layoff is permanent, the Company will pay the affected Employee(s) termination pay as follows:

- a) if the Employee has been employed by the Employer for more than three months but less than two years, one week's wages
- b) if the Employee has been employed by the Employer for 2 years or more but less than 4 years, 2 week's wages
- c) if the Employee has been employed by the Employer for 4 years or more but less than 6 years, 4 weeks wages
- d) if the Employee has been employed by the Employer for 6 years or more but less than 8 years, 5 weeks wages
- e) if the Employee has been employed by the Employer for 8 years or more but less than 10 years, 6 weeks wages
- f) if the Employee has been employed by the Employer for 10 years or more, (1) week of severance for each year of service to a maximum of fourteen (14) weeks.

Upon such payment, the Employee shall have no further claim, complaint or grievance against the Employer for the termination of his employment

- 19.05 In laying off and in recalling Employees from layoff, the Employer will consider the qualifications, skill and ability of the Employees to perform the available work up to the Employer's accepted standard. Where, those factors are equal as between two or more Employees, seniority will govern.
- 19.06 In applying clause 19.05, employees who transfer to another position within ninety (90) days of a layoff, shall be considered as if they were still employed in the previous position. Employees who have successfully completed their probationary period will not be laid off while probationary employees are employed within that plant, provided they have the qualifications, skill and ability to perform the available work.
- 19.07 As per Article 19.05, Shop Stewards shall not be subject to layoff provided they can perform the work remaining.
- 19.08 An Employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when:

- (a) the Employee resigns or retires,
- (b) the Employee is discharged for just cause,
- (c) the Employee overstays their authorized leave of absence,
- (d) the Employee is absent without authorized leave in excess of three (3) consecutive shifts.
- (e) the Employee is absent due to layoff of one hundred twenty (120) days or more
- (f) Employee fails to return to work from layoff on the day stipulated by the Employer after having been notified to do so by the Company by phone or by couriered letter
- (g) while on layoff, the Employee fails to notify Human Resources in writing of a change in address and/or telephone number

19.09 No new Employees will be hired while existing Employees are on layoff provided those laid off Employees have the qualifications, skill, and ability to perform the available work to the Employer's accepted standard.

19.10 Full-time job vacancies within the scope of the bargaining unit shall be posted for a period of three (3) working days. Employees to be selected shall be determined on the basis of qualifications, skills and ability.

Whereas between two (2) or more Employees, there exists equal qualifications, skill and ability, seniority shall be the deciding factor.

When an Employee is successful in posting into a new position, he will receive the wage for that position effective his first day in the new position.

ARTICLE 20 – HEALTH AND SAFETY

20.01 The Employer will continue to make reasonable provision for the safety and health of its Employees during the hours of their employment according to the legislation. Such personal protective equipment as the Employer requires to be worn and such other equipment as is, in the opinion of the Employer, necessary to protect the Employee from injury or illness, shall be provided by the Employer.

ARTICLE 21 – BENEFITS

21.01 Providing an Employee has been employed by the Employer for six (6) continuous months and remains actively employed thereafter, the Employer will pay the following portion of each Employee's monthly premium:

Insurance Plan	
Extended Health Care	80%
Dental Care	80%
Life Insurance	80%
Dependent Life Insurance	80%
AD&D Insurance	80%

21.02 The provision of the insurance policies and plans as amended from time to time by the

Employer or the insurance carriers shall govern with respect to eligibility for participation in benefits provided. These documents shall not be considered part of or considered incorporated into this Collective Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers. The Employer will provide one month's notice of a change in insurance carriers by notice to the Business Representative for the Union.

(The Employer will provide a letter from the Insurance Company stipulating the current rates. This letter is for information purposes and does not constitute part of the Collective Agreement.)

ARTICLE 22 – DURATION OF AGREEMENT

22.01 This Agreement shall be in force and effect from January 1st, 2012 to December 31st, 2014 and from year to year thereafter, except as hereunder provided.

22.02 Either party wishing to amend this Agreement, shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to December 31st, 2014.

This agreement is dated on the ____ day of _____, 2011.

FOR:

Ply Gem Canada, Inc.

FOR:

United Brotherhood of Carpenters and Joiners of America, Local No. 2010

Cliff T. Hosfield, Negotiator

Martyn A. Piper, Negotiator

Egon Thauberger

Paul Zarbatany

Jennifer Franks

Philip Banh

Elmehdi Lembaid

Tim Przybilski

Gebre Melaku

Leonia Vieira

Kirit Patel

Shane Materi