

# COLLECTIVE AGREEMENT

May 1, 2013 - April 30, 2016

BETWEEN

PTI TRAVCO MODULAR STRUCTURES LTD.  
(hereinafter referred to as “the Company or the Employer”)

AND

LOCAL 2010

THE ALBERTA REGIONAL COUNCIL OF CARPENTERS  
and ALLIED WORKERS

(hereinafter referred to as “the Union”)

## INDEX

ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1 - 2
ARTICLE 3	UNION SECURITY	2
ARTICLE 4	DEDUCTION OF INITIATION FEES AND DUES	3
ARTICLE 5	HOURS OF WORK AND OVERTIME	3 - 4
ARTICLE 6	TOOL REQUIREMENTS	4
ARTICLE 7	WORKING CONDITIONS	5 - 6
ARTICLE 8	WORKING VACATIONS AND STATUTORY HOLIDAYS	7
ARTICLE 9	VACATIONS AND VACATION PAY	7 - 8
ARTICLE 10	LEAVE OF ABSENCE	8
ARTICLE 11	HEALTH BENEFITS	9
ARTICLE 12	SAFETY & HEALTH	10 - 11
ARTICLE 13	GRIEVANCE PROCEDURE	11
ARTICLE 14	LABOUR MANAGEMENT COMMITTEE	12
ARTICLE 15	SENIORITY	12 - 13
ARTICLE 16	UNION DELEGATES	13
ARTICLE 17	BEREAVEMENT PAY	14
ARTICLE 18	CROWN WITNESS OR JUROR FUNCTION	14
ARTICLE 19	UNION LABEL SECTION	14
ARTICLE 20	PENSION / RRSP	15
ARTICLE 21	JOINT COMMITTEE	15
ARTICLE 22	DURATION OF AGREEMENT	15
ARTICLE 23	METHOD OF PAYMENT	15
ARTICLE 24	SAVINGS CLAUSE	15
APPENDIX A	WAGE RATES, ALLOWANCES & CLASSIFICATIONS	17 - 18

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 The purpose of the Agreement is to maintain a sound and satisfactory relationship between the Employer and the Union. It is the desire of both of these parties to work together harmoniously in promoting their mutual interest in the maintenance of efficient operations on the Employer's premises, in the geographical jurisdiction of Union Local No. 2010.
- 1.02 The Union agrees to instruct its members and the Employer agrees to instruct its Supervisors and other personnel responsible for the administration of this Agreement concerning the terms of this Agreement. Both parties agree to respect each other's rights and to assume their obligations accordingly.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Company at these premises with the exception of office employees, those with authority to hire and discharge, supervisors and security employees.
- 2.02 The Union recognizes the exclusive right of the Employer to manage the affairs of the business and to direct its workforce. The Union recognizes the right of the Employer to operate its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling. Without limiting the generality of the foregoing, such Employer's rights shall include the right to:
- a) Hire, discharge, transfer, promote, demote and to require employees to observe company rules and regulations not inconsistent with the terms of this Agreement. All company rules and safety regulations are to be published, posted and/or distributed to the employees by the Employer. A copy of said Company rules and safety regulations shall be filed with the Union. The Employer shall notify the Union of any additions or amendments to said rules or safety regulations within seven (7) days from the date that said addition(s) or amendment(s) is/are affected.
- 2.03 Job Stewards shall be appointed by the Business Representative and shall not be discriminated against by virtue of their position. There will be one (1) primary steward per shift appointed plus one (1) alternate steward appointed and recognized in the absence of the primary steward. The Union will advise the Company, in writing, who the primary steward is within seven (7) days of date of selection..
- 2.04 The Job Stewards shall act for the employee or employees in respect to their duties. The Job Stewards, after obtaining permission from the employee's own foreman, and for which permission shall not be unreasonably withheld, may be permitted to leave their work area for a reasonable period without loss of pay in order to carry out their duties.

- 2.05 The Employer and the Union shall determine suitable and proper locations where the Union may post notices.
- 2.06 The Employer and the Union agree that any out of scope staff shall have the right to work with tools or equipment on experimental or prototype projects after a pre-shop meeting between the Employer and the Business Representative of the Union.
- 2.07 Where a Foreman has been designated by the Employer to direct workers and placed in charge of work, the Foreman shall be a member of the Union.

### **ARTICLE 3 – UNION SECURITY**

- 3.01 All employees who come within the terms of this Agreement shall become members of the Union within sixty (60) calendar days from the date of their first employment.
- a) During the first sixty (60) days of employment, each new employee shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer. Subject to mutual agreement between the Company and the Union the probationary period for any given employee may be extended.
- 3.02 The Employer may employ students under the following conditions:
- a) During the summer recess extending from April 15 to September 15 of any year.
  - b) Providing that the student does not replace any Union member.
  - c) Each student shall as a condition of continuing employment remit an assessment and work permit fee, in accordance with Article 4, each month, to the Union an amount equal to the regular Union Dues in effect under the terms of this Agreement.
  - d) A student is defined as a person in full time attendance at school or university immediately prior to April 15 and intending to return on or by September 15<sup>th</sup>.
  - e) A student employed under the conditions of Clause (d) above will not accrue seniority rights.
  - f) Students will be employed under the classifications and rates as stipulated in Article 6.

**ARTICLE 4 – DEDUCTION OF INITIATION FEES AND DUES**

- 4.01 Upon receipt of written authorization, signed by an employee, the Employer agrees that it will deduct from each employee's wages the applicable initiation fee, assessment, monthly union dues and/or work permit fee each month as stipulated by the Union for all employees employed under the terms of this Agreement. The Employer will mail to the Union a complete list, with such deductions, not later than the seventh (7<sup>th</sup>) working day of the pay period following the said deductions.
- 4.02 Any such authorization shall be in triplicate and shall be signed by the employee concerned, one copy going to the Employer, one to the employee and one to the Union.
- 4.03 The Union covenants and agrees to indemnify and save harmless the Employer from any and all claims which may be made to it by an employee for amounts deducted from wages as herein provided.
- 4.04 The Employer will mail to the Union, with the listing of Union deductions, a separate list composed of all new hourly paid employees who have been hired during the preceding month complete with date of hire, classification, and rate of pay at time of hire.

**ARTICLE 5 – HOURS OF WORK AND OVERTIME**

- 5.01
  - a) Except as hereinafter provided, the regular work week shall consist of five (5) consecutive days, of eight (8) consecutive hours each, exclusive of a lunch period as defined in sub paragraph 7.03. The normal start time for the day shift shall be no earlier than 6:00 a.m., and the normal shift start time for the second shift shall be no later than 5:00 p.m.
  - b) The normal work week shall be scheduled Monday to Friday.
  - c) The above shall not be construed as a guarantee or minimum number of hours of work, it is stated solely to provide a basis of calculation of overtime.
- 5.02 Overtime shall be paid as follows:
  - a) All hours worked in excess of eight (8) hours per day, in the first five (5) days of the work week shall be paid for at the rate of time and one-half the regular hourly rate for the first three (3) hours and double the regular hourly rate for hours worked in excess of said three (3) hours.
  - b) Hours worked on the sixth (6<sup>th</sup>) day of the work week shall be paid for at the rate of time and one-half the regular hourly rate for the first eight (8) hours and double the regular hourly rate for hours worked in excess of said eight (8) hours.

- c) Hours worked on the seventh (7<sup>th</sup>) day of the work week shall be paid for at double the regularly hourly rate.
  - d) Those employees who are scheduled to work forty (40) hours in a week but who work less than thirty-six (36) regular hours (Monday to Friday) must work a total of thirty-six (36) regular hours before the one and a half times is paid on the sixth (6<sup>th</sup>) day. (Exceptions will include statutory holidays and pre-approved leaves of absence).
  - e) In the event work is scheduled on a statutory holiday, and is worked one and one half (1 ½) times the regular hourly rate for each hour worked up to eight (8) hours, and two (2) times regular hourly rate for hours worked in excess of said eight (8) hours.
- 5.03 It is understood that an employee will be at their work place and ready to assume their duties at the commencement of their scheduled working day, and that they will remain at their work position until completion of their scheduled working day, except for authorized leave of absence.
- 5.04 One hour's notice of discharge or payment in lieu thereof at rate applicable at time notice issued shall be given by the Employer to the employee.
- 5.05 The Employer agrees that no overtime will be scheduled for the employees when the Union holds its regular monthly meetings or as mutually agreed in the event of special meetings provided that the Employer receives a copy of such meeting notice at the time of posting such notice on the Union bulletin boards.
- 5.06 Notwithstanding the provisions of 5.01 (a), (b) and (c), the Employer and the Union may, by mutual consent, alter and adjust the regular work day hours and alter and adjust the regular workdays.
- 5.07 When employees are requested and agree to work on field calls outside of the manufacturing plant they will be paid their regular hourly contract rate of pay. In addition a premium of \$3.50 per hour will be added to the employees regular hourly rate for all regular hours and overtime hours paid at time and one half. The premium will not be added to any double overtime hours worked as per the collective agreement.

## **ARTICLE 6 – TOOL REQUIREMENTS**

- 6.01 All employees will be required to provide their own Tool Box with a lock and name tag to secure their tools. The Company will provide a list of hand tools required by each employee to perform their work.

## ARTICLE 7 – WORKING CONDITIONS

- 7.01 The Employer shall provide adequately sized, ventilated and heated lunch rooms for the employees, which shall be kept in a clean and sanitary condition by the Employer. Employees who disregard clean and sanitary conditions and/or deface Company property may be disciplined.
- 7.02 A daily time recording system will be used by all employees to record daily time. Adequate space shall provide free passage for usage. Employees will record their time worked on this system. Time recorded shall be verified by the supervisors.
- 7.03 Each employee shall be entitled to a lunch period during their regular eight (8) hour shift. The length of time for the said lunch period shall be no less than thirty (30) minutes and no more than sixty (60) minutes as mutually agreed upon between the Employer and the Union. Said lunch period start and termination will be signaled by bell or horn.
- 7.04 Two (2) fifteen (15) minute rest periods without loss of pay shall be granted on each regular shift of eight (8) hours, with an additional fifteen (15) minute rest period without loss of pay at the end of such shift when overtime is required in excess of one (1) hour. The employer will designate the start and termination of such rest periods which will be signaled by bell or horn.
- 7.05 The Union recognizes that the nature of the Company's business requires both scheduled and emergency overtime and agrees that it is in the best interest of both the employees and the company that this overtime be worked. However, an employee with a reasonable excuse may refuse to work overtime.
- (a) Except in the case of an emergency, the Company will notify employees forty-eight (48) hours in advance when overtime work is required. Scheduled overtime work will be performed on a voluntary basis. Emergency overtime will be on a required basis and will be deemed necessary to ensure the ongoing success of the plant. If overtime is required to complete a job to meet a shipping date or if a penalty charge could arise if timelines are not met, this overtime will be classified as an emergency.
- 7.06 Any employees called back to work after their regular hours of work and after the employee has left the Employer's premises, shall receive a minimum of four (4) hours pay at the applicable overtime rate. Such minimum of four (4) hours shall also apply to Saturdays, Sundays, and Statutory Holidays at the applicable overtime rate.
- 7.07 When overtime is worked in excess of four (4) consecutive hours beyond the normal shift, the Company shall provide a suitable meal for the employee to be consumed on Company time either at the end of the said normal shift or not later than the second overtime hour completed at the work station. Additional meals will be supplied at the end of each subsequent four (4) hour overtime period worked.

- 7.08 Wages shall be paid every two (2) weeks by the end of the scheduled shift and not more than five (5) regular working days wages shall be withheld. When an employee has been laid off or dismissed, their Apprenticeship Book and other papers in the Employer's possession will be provided to the Employee on the date of layoff. The employee's Record of Employment will be filed electronically with Service Canada in accordance with Service Canada requirements.
- 7.09 In the event of a layoff due to lack of work, employees with less than three (3) months service shall be given twenty-four (24) hours advance notice of the layoff. The Company will provide the job steward with adequate notice of the pending layoff.
- a) **TEMPORARY LAY-OFF**  
Employees with more than three (3) months service and in case of a temporary lay-off of sixty (60) days or less, a minimum of seven (7) calendar days notice will be provided. Employees with more than three (3) months service and in the event the temporary lay-off exceeds sixty (60) days, those employees will be entitled to the permanent lay-off provisions.
- b) **PERMANENT LAY-OFF**  
Employees with more than three (3) months service but less than two (2) years service and in case of a permanent lay-off will be given seven (7) calendar days notice of lay-off or pay (40 hours) in lieu of notice at their regular hourly rate of pay. Employees with more than two (2) years of service will be entitled to fourteen (14) calendar days notice of lay-off or pay (80 hours) in lieu of notice at their regular hourly rate of pay.
- 7.10 Any vehicle that is required to be operated outside shall be equipped with appropriate cabin, heater and windshield wiper.
- 7.11 The Company will distribute scheduled overtime to those employees regularly doing the work provided that the employees have indicated a willingness to work overtime.
- 7.12 Apprentices shall receive 100% reimbursement (receipts required) for the apprenticeship tuition fee paid and required books upon passing their level of Apprenticeship and completing three (3) months of work for each term completed with the company after returning from school.
- 7.13 Apprentices will receive their new rate of pay effective the date the company receives written verification from Alberta Apprenticeship and Trade Certification of the successful completion of the apprenticeship level. The apprentice will receive retroactive pay to the date that all apprenticeship requirements were met.



**ARTICLE 8 – WORKING VACATIONS AND STATUTORY HOLIDAYS**

8.01 The Company agrees to recognize the following as Statutory Holidays:

New Year's Day	Labour Day	Canada Day	Christmas Day
Good Friday	Thanksgiving Day	August Civic Day	Boxing Day
Victoria Day	Remembrance Day	Family Day	

Should any other Holiday be proclaimed by the Federal or Provincial Government, it shall be added to the list of Holidays above.

In order to qualify for payment for the foregoing holidays an employee must:

- a) Be in the employ of the Company for more than thirty (30) calendar days immediately preceding the holiday
- b) Have worked their regularly scheduled shift immediately before and after the particular holiday. Should an employee be ill and unable to appear, either immediately prior or subsequent to the particular holiday, a doctor's certificate indicating illness will be acceptable to the company in lieu of the employee's appearance. Similarly if a statutory holiday falls within the vacation period, the day immediately after the vacation will be moved to one or more days to qualify for payment of the statutory holiday.
- c) Work the holiday when required or scheduled to do so.

8.02 Pay for these Statutory Holidays not worked shall be at the employee's regular hourly rate for eight (8) hours.

8.03 When any of the holidays described in 8.01 fall upon a Saturday and/or Sunday, it shall be observed on the following working day or days, however, by mutual agreement by the Employer and/or their Appointee and the Union Business Representative and/or their appointee, the above mentioned holiday (s) falling upon a Saturday and/or Sunday may be observed on the day or days preceding the holiday(s). No work shall be performed on Labour Day except where safety to life and property makes it necessary. The above mutual agreement in this clause should be modified a minimum of two (2) weeks in advance of the holiday date.

**ARTICLE 9 – VACATIONS AND VACATION PAY**

9.01 Each employee will receive annual vacation pay in accordance with their years of continuous service as follows:

Vacation pay will be paid as a percentage of gross earnings and will be included on each pay period.

Length of Continuous Service	Vacation Entitlement
0 – 3 years	4% of gross earnings plus 2 weeks leave
3 – 10 years	6% of gross earnings plus 3 weeks leave
10 – 20 years	8 % of gross earnings plus 4 weeks leave
After 20 years	10 % of gross earnings plus 5 weeks leave

- 9.02 In the year in which an employee qualifies for an increased vacation entitlement, such increased entitlement may only be taken after the employee’s anniversary date of employment.
- 9.03 Vacations will be scheduled from January 1<sup>st</sup> to December 31<sup>st</sup> each year.
- 9.04 A week consists of 40 hours and a day is defined as eight (8) regular hours.
- 9.05 Employees will schedule their vacations by department prior to January 31<sup>st</sup> and the approved vacation schedule will be posted and sent to the Union and the employee by March 1<sup>st</sup>.
- 9.06 The applications for vacations shall be granted on the basis of seniority, so far as practical and consistent with the Employer maintaining an efficient operation. Vacations may be taken at anytime during the calendar year by mutual agreement between the employee and the supervisor provided, however, that vacation scheduling is arranged to suit the work schedules and operations of the company. The final determination of vacation dates shall be made by the employer.
- 9.07 Employees terminating their employment during the vacation year shall receive a payout of the balance of their earned vacation.
- 9.08 In the event that a recognized general (Statutory Holiday) holiday falls within the vacation period of an employee, the vacation period shall be increased by one (1) day or one (1) subsequent day with supervisory approval for each of the holidays so affected.

**ARTICLE 10 – LEAVE OF ABSENCE**

- 10.01 Employees with one (1) year’s service with the employer may request a leave of absence, without pay, for a period not to exceed three (3) months, upon written application to the General Manager. The leave of absence must be applied for in writing at least four (4) weeks prior to the date the leave will start. Requests for leaves of absence will rest with the General Manager. The employee will be responsible for 100% of the cost of benefits during the leave and the payment for benefits will be deducted off of the employees last pay cheque before the leave starts.

## **ARTICLE 11 – HEALTH BENEFITS**

### **11.01 Vision Care** – Effective 1<sup>st</sup> day of the month following ratification.

\$300.00 allowance per adult employee and adult on plan in any twenty-four (24) month period.

\$300.00 allowance in any twelve (12) month period for dependent children under age nineteen (19).

The Employer shall pay 80% of cost – the Employee 20% of the cost of premiums.

### **11.02 Dental Benefit**

Upon completion of three (3) months of continuous service, a full time employee may become eligible to enroll in the Dental Plan as per the coverage laid out in the brochures attached forming part of this agreement. The Employer shall pay 80% of cost – the Employee 20% of cost of premiums.

### **11.03 Group Life Insurance**

Upon completion of three (3) months of continuous service, a full time employee may become eligible to enroll in the Group Life plan as per the coverage laid out in the brochures attached forming part of this agreement. The Employer shall pay 80% of cost – the Employee 20% of cost of premiums.

The amount of Life Insurance coverage will increase to \$50,000.

### **11.04 Weekly Indemnity Insurance**

Upon completion of three (3) months continuous service, an employee may become eligible to enroll in the Weekly Indemnity plan as per the coverage laid out in the brochures attached forming part of this agreement. The Employer shall pay 80% of cost – the Employee 20% of cost of the premiums.

Weekly Indemnity Insurance – 66 2/3% of the weekly earnings up to a maximum sickness benefit under the Employment Insurance Act. - Weekly Indemnity benefits will be payable as defined in the benefit brochure. Weekly Indemnity benefits may be payable to a maximum of twenty-six (26) weeks.

### **11.05 Health and AD & D Benefits**

Upon completion of three (3) months continuous service, an employee may become eligible to enroll in the Health AD & D Plan as per the coverage laid out in the brochures attached forming part of this agreement. The Employer shall pay 80% of cost – the Employee 20% of cost of premiums.

## **ARTICLE 12 – SAFETY AND HEALTH COMMITTEE**

- 12.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the plant to prevent accidents, injury and/or illness.
- 12.02 The Employer shall furnish the equipment and supplies necessary to protect employees from injury to a minimum of Occupational Health and Safety Act of Alberta regulations. The Union will assist the Company in carrying out any reasonable accident prevention program.
- 12.03 The Employer and the Union agree to name a Safety and Health Committee comprising of an equal number of Company and Union members each to a maximum of six (6) on a Committee.
- 12.04 Both parties agree that the accident prevention regulations of the Occupational Health and Safety Act of Alberta will be adhered to in all sections of the Plant. The Employer will not request employees to perform work under unsafe conditions. At the same time, refusal on the part of the employee to abide by the Occupational Health and Safety Act of Alberta or other safety rules after having been warned will be grounds for dismissal.
- 12.05 The Committee will:
- a) Function primarily to promote Safety and Industrial hygiene in the Plant.
  - b) Make regular monthly inspections of the plant and equipment.
  - c) Hold regular monthly meetings and maintain minutes.
  - d) Review accident records together with minutes of previous meetings.
  - e) Forward recommendations regarding safety and health to the Labour Management Committee and the Union.
- 12.06 The regular monthly meetings are to be held during regular working hours without loss of pay to the employees involved.
- 12.07 An employee hurt in an industrial accident shall be remunerated for the remainder of their scheduled shift at appropriate rate of pay.
- 12.08 It is expressly understood and agreed that the Safety and Health Committee has no power or authority by unanimous decision or otherwise to bind either party to any decision made by it. The sole right of this committee is limited to making their recommendations to the parties hereto for their consideration. Any disagreement amongst Committee members shall not be subject to Grievance Procedures as provided for in this Agreement.

12.09 The Company shall designate four (4) employees to an Emergency Response Team on each shift. The designated employees shall be trained to perform the duties and functions of the Emergency Response Team.

The Company will pay the cost of training and/or retraining for employees on the Emergency Response Team including time spent in training and/or retraining as if they were working regular hours with overtime if applicable.

Employees on the Emergency Response Team who have successfully completed the training shall receive a premium of fifty cents (\$.50) per hour plus their occupational rate of pay.

### **ARTICLE 13 – GRIEVANCE PROCEDURE**

All differences between the Company and the Union, concerning the interpretation, application, operation or an alleged violation of this agreement, shall be settled without stoppage of work or lockout and the dispute shall be referred to paragraph (d) below. In the event of any dispute arising out of this Agreement between the Employer and an employee or the employees, the following procedure shall be followed.

13.01

- a) The Employee shall within - five (5) working days of the alleged violation submit their complaint in writing to their immediate supervisor with the assistance of a Shop Steward or Union representative as they see fit, and the parties shall endeavor to settle the difference.
- b) If the dispute is not settled within five (5) days after being referred under part (a), (excluding Saturdays, Sundays and Statutory Holidays) the complaint shall be referred to the Plant Manager or equivalent and the official representative of the Union and they shall endeavor to settle the difference.
- c) If the dispute is not settled within five (5) days after being referred under part (b), (excluding Saturdays, Sundays and Statutory Holidays) the complaint shall be referred to the Company Management and the Union representative of the Union, and they shall endeavor to settle the difference.
- d) If the dispute is not settled within seven (7) days after being referred under part (c), (excluding Saturdays, Sundays and Statutory Holidays) either party may refer the difference to the Board of Arbitration for settlement in the manner as provided for in the Alberta Labour Code.
- e) In the event that either party to the grievance fails to process the grievance in the times stipulated in any of the steps outlined above, this party shall be deemed to have conceded the dispute to the other party.

- f) The majority decision of the Board of Arbitration shall be final and binding on both parties subject to the provisions of the Labour Code. The Board of Arbitration shall not be vested with the power to change, add to, or amend any of the terms of this Agreement.

#### **ARTICLE 14 – LABOUR MANAGEMENT COMMITTEE**

- 14.01 The Employer and the Union recognize that occasions may arise during the term of this Agreement when further discussions between the representatives of the parties may be helpful in promoting general plant conditions and better Union – Management relations.
- 14.02 Therefore it is agreed that the Labour Management Committee will consist of Employer representatives and Union representatives or members with each party having power to appoint aforesaid substitute or substitutes to act on the Committee. Management and the Union shall advise each other of topics to be discussed one week prior to the date of each meeting. A Chairman shall be appointed at each meeting by mutual agreement.
- 14.03 The Labour Management committee shall meet at least every two (2) months unless needed more often commencing with the month after signing of this agreement, for the purpose of reviewing any or all of the aforesaid matters. It is expressly understood and agreed that the said Committee has no power or authority by unanimous decision or otherwise to bind either party to any decisions made by it or to make any variation, alteration to addition to the terms of this Agreement. The sole right of this Committee is limited to making their recommendations to the parties hereto for their consideration.
- 14.04 Any disagreement by the Committee representative(s) shall not be subject to grievance procedures as provided for in this Agreement.

#### **ARTICLE 15 – SENIORITY**

- 15.01 The Employer recognizes the principle of seniority, to perform the work and other pertinent factors being considered.
- 15.02 The employer shall in all cases of promoting and transfers give consideration to the seniority of employees and their ability to perform the work. Where as between the employees, ability to perform the work is equal; the employer will give effect to seniority.
- 15.03 Seniority shall be taken into account on all layoffs and recalls. Employee's seniority shall be based as to their position of seniority in their respective department only. Employee's department shall be designated by the Employer within 30 working days of their employment. When the Employer transfers any employee to another department, seniority shall also be transferred to the new department.

15.04 However, lay-off and recall by seniority shall exclude the Foreman in each department who have been in the position for more than 3 months. Any exceptions will be by mutual agreement between the Company and the Business Representative of the Union. Seniority shall be maintained and accumulated through:

- a) Absence due to layoff.
- b) Sickness or accident up to a maximum of nine (9) months and then frozen until return to work.
- c) Authorized leave of absence.
- d) An employee transferred by one Company and accepted by another Company.
- e) Maternity leave shall be granted as per the EI Act.

15.05 An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any of the following reasons:

- a) Voluntary quitting of employment.
- b) Discharge for cause.
- c) Nine months absence due to layoff, including sickness or accident.
- d) Failure to report to work within two (2) working days after they have been notified to do so by the Company by telegram or registered mail at their last known address.
- e) Failure to return from an authorized leave of absence when due.
- f) Acceptance of employment during a leave of absence.

15.06 The Employer shall provide a seniority list to the Union upon request which shall include job classification and date of hire.

15.07 In the event of layoffs, the Job Steward and alternate Job Steward shall be retained by the Employer irrespective of seniority standing, providing that the Job Steward and Alternate Job Steward is willing to perform the work available at the rate in effect for the position.

## **ARTICLE 16 – UNION DELEGATES**

16.01 The Employer agrees that no more than two (2) of its employees may receive permission to proceed with Union affairs. The Union will advise the Employer three (3) working

days in advance of the requested absence. The absences for Union purposes so permitted shall not total more than two (2) weeks.

### **ARTICLE 17 – BEREAVEMENT PAY**

- 17.01 In the event of one or several simultaneous deaths occurring in an employee's family, the employee will be allowed three (3) consecutive days, if working days, of paid leave, one of which shall be the date of the funeral service providing the purpose is to attend the funeral or attending to arrangements of the funeral. For purposes of this clause the family is considered to be the employee's husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brother or sister, brother-in-law, sister-in-law and legal guardians.

### **ARTICLE 18 – CROWN WITNESS OR JUROR FUNCTION**

- 18.01 The Employer shall pay to all employees who are required to perform jury duty or act as a witness for the Crown, the difference between their remuneration for the above functions and their normal salary. The employee shall present proof of service and amount of remuneration received.

### **ARTICLE 19 – UNION LABEL SECTION**

- 19.01 The Union agrees to continue to sanction the use of the Union Label of the United Brotherhood of Carpenters and Joiners of America, and affix the said label to the articles manufactured in the plants of the Company in accordance with Section 56 of the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.
- 19.02 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America, and that said Union Label shall not be used in any manner that will detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory or manufacturing establishment of the Employer at any time at the discretion of the International Union.



## **ARTICLE 20 – PENSION/RRSP**

20.01 The Employer will match the employee contribution to the RRSP which shall be between a minimum of \$0.50 and a maximum of \$1.00 as determined by the employee for each and every hour worked. Contributions will be submitted to a plan in the individual employee's name.

## **ARTICLE 21 – JOINT COMMITTEE**

21.01 The Employer and the Union agree to name a committee comprising of two (2) members, the business representative, and the equal amount of company representatives (3) to Review and investigate the following items:

- a) Life insurance amounts
- b) Health insurance costs

## **ARTICLE 22 – DURATION OF AGREEMENT**

22.01 This Agreement shall be in full force and effect from the Monday after Ratification until April 30<sup>th</sup>, 2016 and thereafter shall be continued, terminated, or renewed pursuant to the provisions of the Alberta Labour Relations Code.

## **ARTICLE 23 – METHOD OF PAYMENT**

23.01 All employees will receive their pay cheque by direct deposit. If an employee is unable to make arrangements for a bank account (i.e. denied or refused an account by the financial institution) an employee may make a request for other arrangements by submitting this request to the employer in writing.

## **ARTICLE 24 – SAVINGS CLAUSE**

24.01 After notice to bargain has been served by either part to the agreement, the agreement shall remain in full force and effect until either a legal strike or lockout takes place, in concurrence with section 128 of the Alberta Labour Relations Code.

24.02 It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations nevertheless the remainder of the agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013 at Edmonton, Alberta

SIGNED ON BEHALF OF  
PTI MODULAR  
STRUCTURES LTD.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF  
INDUSTRIAL LOCAL 2010

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### WAGE RATES AND CLASSIFICATIONS

1. Lead Hand Pay Adjustment

Lead Hands will be paid a one dollar and fifty cent (\$1.50) pay adjustment over their contract rate of pay for time approved to work as Lead Hand. This pay adjustment will remain in effect for a time period that is pre-approved by management and is intended for temporary as well as long term situations.

2. Team Leader Pay Adjustment

Employees designated as a Team Leader will be paid a two dollar and seventy-five cents (\$2.75) pay adjustment over their contract rate of pay for time approved to work as Team Leader. This pay adjustment will remain in effect for a time period that is pre-approved by management and is intended for temporary as well as long term situations. Effective May 1, 2014 the pay adjustment will be increased to three dollars and twenty-five cents (\$3.25). Effective May 1, 2015 the pay adjustment will be increased to three dollars and seventy-five cents (\$3.75).

3. There will be no pyramiding on pay adjustments.

4. Shift Premium

Monday after ratification the employer shall pay \$1.75 per hour for work on a second shift (afternoons) in addition to the regular hourly rate. This is a premium and this premium will not be increased for the term of the agreement by any agreed to rate increases.

5. Wage Increases

All employees on the company payroll on the date of ratification will receive a 3.0% increase effective May 1, 2013 on their contract rate of pay.

All employees on the company payroll on May 1, 2014 will receive a 3.0% increase on their contract rate of pay.

All employees on the company payroll on May 1, 2015 will receive a 3.5% increase on their contract rate of pay.

Wage Rate and Classifications		Rate to Apr 30/13	May 1/13	May 1/14	May 1/15
Labourer I	0-500 hours	\$13.64	\$14.05	\$14.47	\$14.98
Production Worker I	500-1000 hours	\$14.87	\$15.32	\$15.78	\$16.33
Production Worker II	1001-2000 hours	\$15.50	\$15.97	\$16.44	\$17.02
Production Worker III	2001-3000 hours	\$16.71	\$17.21	\$17.73	\$18.35
Production Worker IV	3001-4000 hours	\$18.22	\$18.77	\$19.33	\$20.01
Production Worker V	4001-6000 hours	\$19.73	\$20.32	\$20.93	\$21.66
Sr. Production Worker	6001-8000 hours	\$21.25	\$21.89	\$22.54	\$23.33
Master Production Worker	8000 + hours	\$24.30	\$25.03	\$25.78	\$26.68
Shipper Receiver		\$21.25	\$21.89	\$22.54	\$23.33
Senior Shipper Receiver		\$24.30	\$25.03	\$25.78	\$26.68
Material Handler I	0-2000 hours	\$16.71	\$17.21	\$17.73	\$18.35
Material Handler II	2001-4000 hours	\$19.73	\$20.32	\$20.93	\$21.66
Material Handler III	4001 + hours	\$21.25	\$21.89	\$22.54	\$23.33
Forklift Operator I	0-2000 hours	\$18.22	\$18.77	\$19.33	\$20.01
Forklift Operator II	2001-4000 hours	\$21.25	\$21.89	\$22.54	\$23.33
Forklift Operator III	4001 + hours	\$24.30	\$25.03	\$25.78	\$26.68

**Carpenters/Sheet**

**Metal/Floorcovering Installer**

Journeyman		\$27.33	\$28.15	\$28.99	\$30.01
Carpenter/Sheet Metal/Floorcovering Installer (Journeyman no Ticket) (Upon verification of more than six (6) years in the trade)		\$25.81	\$26.58	\$27.38	\$28.34
Fourth Year Apprentice (90%)		\$24.60	\$25.33	\$26.09	\$27.01
Third Year Apprentice (80%)		\$21.86	\$22.52	\$23.20	\$24.01
Second Year Apprentice (70%)		\$19.13	\$19.70	\$20.30	\$21.01
First Year Apprentice (60%)		\$16.40	\$16.89	\$17.40	\$18.01

**Electricians/Plumbers**

Journeyman		\$30.36	\$31.27	\$32.21	\$33.34
Fourth Year Apprentice (90%)		\$27.33	\$28.14	\$28.99	\$30.00
Third Year Apprentice (80%)		\$24.30	\$25.02	\$25.77	\$26.67
Second Year Apprentice (70%)		\$21.25	\$21.89	\$22.55	\$23.34
First Year Apprentice (60%)		\$18.22	\$18.76	\$19.33	\$20.00

Employees are responsible for providing verification of Alberta Apprenticeship or Journeyman Certification.