
**LABOUR AGREEMENT
2017-2021**

between



BUILDING PRODUCTS OF CANADA CORP.

**BUILDING PRODUCTS of CANADA CORP.
EDMONTON, ALBERTA**

and

**UNIFOR
UNION OF CANADA
LOCAL 777**

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ARTICLE NO. 1

DEFINITIONS

- 1.01 Company – Building Products of Canada Corp. with respect only to its Plant located at 3703 - 101 Avenue in the City of Edmonton.
- 1.02 Union - UniforLocal 777.
- 1.03 Employee(s) - Any person who is actively at work for the Company whose job places him within the bargaining unit as defined (See Section 4.02).
- Status as an employee shall be lost for any one of the following reasons:
- a) If an employee quits or is discharged for just cause.
 - b) If an employee is laid off (See Article 12).
 - c) If an employee fails to return to work within four (4) days upon recall or within seven (7) days if the Company has been notified by the employee that he is out of Edmonton but intends to return to work.
 - d) Pursuant to Article No. 8.12 the Company requires that an employee notify the Shift Foreman prior to their regular scheduled shift if they are absent on a scheduled day of work. If an employee fails to notify and does not show for work for two (2) consecutive shifts, the Company will assume that he quit, unless a reason satisfactory to the Company is given.
- 1.04 Ability - The word "ability" when used in this Agreement shall mean "knowledge, skill, training and efficiency", as demonstrated by actual work performance.
- 1.05 Plant Seniority - Is the period of time during which the employee is at the service of the Company except any time spent on layoff and leave of absence as outlined in clause 21.01.
- 1.06 Department Seniority - Is that part of the employee's Plant seniority which has been spent in any one department.
- 1.07 Promotion - Means advancement to a job classification which carries a higher rate of pay.
- 1.08 A Day - For purposes of pay computation, shall be considered as starting and ending at the normal starting time of any employee's day or shift.
- 1.09 Gender - In this Agreement, words imparting the masculine gender include female persons.

- 1.10 Layoff - Means separation from the Company due to lack of work.
- 1.11 Regular Employee(s) - Is one who has successfully completed his probationary period and whose seniority shall date from the commencement of the probationary period (See Article No. 1 reference 1.03, 12.01).

Probationary Employee(s) - Is a newly hired employee or an employee rehired after loss of seniority. (See Article No. 6).

Casual Employee(s) – A casual employee is an individual who performs general labour work on a temporary basis. Casual workers are evaluated regarding permanent employment.
- 1.12 Learner – Is any employee who is being trained for any position who has not had pertinent experience in the particular job involved, not withstanding an employee who has been permanently promoted.

ARTICLE NO. 2

VALIDITY OF CLAUSES

- 2.01 Any clauses of this Agreement which are contrary to Federal or Provincial laws, or Orders-in-Council, now in force or which may come into force shall be considered null and void without affecting the validity of the remainder of this Agreement.

ARTICLE NO. 3

COMPANY RECOGNITION

- 3.01 It is agreed that the Company retains all the customary and normal functions of Management except as they may be expressly restricted by the terms of this Agreement.

ARTICLE NO. 4

UNION RECOGNITION AND JURISDICTION

- 4.01 The Company recognizes the Union as the sole bargaining agency for all of its employees, except those excluded from the bargaining unit, during the currency of this Agreement. (Section 4.02)
- 4.02 The present Agreement applies to all persons with employee status except:

- a) Foremen and persons above the rank of Foremen.
- b) Salaried employees.
- c) Casual Employees.

ARTICLE NO. 5

OBLIGATIONS

- 5.01 The Company and its representatives fully recognize that its employees to whom this Agreement is applicable have the right to become members of the Union and will not attempt to interfere with such right or to discriminate against such members.
- 5.02 The Union and its representatives fully recognize that the employees to whom this Agreement is applicable have the right to refrain from becoming members of the Union or influencing an employee to join its ranks, use coercion or intimidation of any kind.
- 5.03 It is mutually agreed that no Union activities shall take place during working hours unless authorized by the Company. This clause does not prohibit department Union Stewards from dealing with legitimate grievances at the time they occur providing time off required by the Steward has been authorized by his superior. The Company will give the Chief Steward the names of new employees within (14) fourteen days of hire.
- 5.04 As it is the desire of both the Company and the Union to maintain good labour relations, it is agreed that there shall be no strikes, no walkouts on the part of the Union and no lockouts on the part of the Company, nor any slow-down or suspensions of work, due to differences between the parties of this Agreement during the term of this Agreement.
- 5.05 In the event of any cessation of operations due to any cause whatsoever, it is specifically agreed that the Company's property will be protected and maintained in operating condition by the continuance at work of such of the following employees as may be required: Stationary Engineers, Watchmen, Tradesmen and Fire Protection employees.
- The Company and the Union agree that employees in other classifications will not be required nor be forcibly prevented from crossing a legal picket line.
- 5.06 (a) The Company agrees that it will give fair and reasonable consideration to the merit of all employees regardless of race, sex, colour, creed, nationality, membership or non-membership in the Union.

- (b) The Company and the Union recognize the right of the employee to work in an environment free from sexual and workplace harassment and to be treated fairly and with respect in the workplace. Both the Company and the Union are committed to working towards a harassment free workplace. Employees can obtain additional information both from the HR Department or the Union Executive.
- 5.07 Foremen and employees above that rank will not perform work that is normally done by employees within the bargaining unit, except in the case of emergency when regular qualified employees are not available. However, this Agreement cannot be construed to prohibit them from doing work of any sort for purposes of instruction, experimentation or research.
- 5.08 (a) The Union shall meet with members of management once each month for the purpose of discussing mutual opportunities for improvement and working conditions. No more than six (6) representatives from the Union shall attend any given meeting. An agenda of items for discussion will be exchanged between the parties two days (2) in advance of such meeting. Within five (5) days of the meetings the minutes of such meeting will be sent to the Union for approval and signature. More frequent meetings may be held at the request of either party, provided both parties are in agreement.
- (b) The parties agree that during the lifetime of the agreement in the monthly Joint Council Meeting to investigate ways of improving operating performance.
- i) Increasing Output/Hour
 ii) Minimizing Overtime Costs
 iii) Reducing Scrap
 iv) Reducing Any Other Operating Costs
- 5.09 The Chief Shop Steward will be provided with a copy of any written disciplinary measure that will become part of the employee's record within one (1) week.
- 5.10 Any notice pertaining to disciplinary measures shall be deleted from the employee's file:
 Twelve (12) months after the date of the employee's last verbal or written warning;
 Eighteen (18) months after the date of the employee's last suspension..
- 5.11 The company will endeavour not to employ the services of temporary service agencies other than in extreme emergency conditions.

ARTICLE NO. 6

PROBATIONARY PERIOD

- 6.01 Employees shall be considered as probationary employees during the first 640 hours worked of their employment.
- 6.02 During the first 640 hours the company maintains the right to terminate employment without recourse on the part of the Union and any such terminations shall not constitute a grievance provided that this right shall not be used for the purpose of discrimination against an employee for Union activity.

ARTICLE NO. 7

HOURS OF WORK

- 7.01 Nothing contained in this Agreement is to be construed to indicate that the Company guarantees hours or days of work.
- 7.02
- (a) In exceptional circumstances the Company reserves the right to establish and when necessary to change the hours of work, including the starting and stopping time. The Company will notify the Unit Chairman of its intention to change hours of work.
 - (b) The normal hours of work for non-rotating shift employees shall be eight (8) hours per day or forty (40) hours per week, Monday to Friday inclusive as per schedules posted in the department(s) as described in appendix A.
 - (c) The normal hours of work for rotating shift employees shall be eight (8) hours per day or forty (40) hours per week, Sunday to Saturday inclusive as per schedules posted in the department(s) as described in appendix A.
- Or; twelve (12) hours per day, forty-two (42) hours per week, consisting of forty (40) hours of straight time and two (2) hours at the applicable overtime rate over the cycle, Sunday to Saturday inclusive as per schedules posted in the department(s) as described in appendix A.
- Or; twelve (12) hours per day, forty (40) hours per week average over the cycle, Monday to Friday inclusive as per schedules posted in

the department(s) as described in appendix A.

- (d) Any change in the normal hours of work will be mutually agreed to.
- 7.03
- (a) The schedule of four (4) rotating shifts seven day operations will be changed only by mutual agreement.
 - (b) The Company will give forty-eight (48) hours notice when it appears necessary to change the scheduled work of rotating shifts.
- 7.04
- When an employee's regular scheduled shift is changed by the Company and less than forty-eight (48) hours notice given to the employee, he shall be paid one and one-half times the rate of pay for the job he is performing for the first day of work on the new shift.
- 7.05
- All schedules will be posted by Thursday for a minimum of a two (2) week period except in the event of exceptional circumstances.

Note: The following Article 7 provisions shall apply to those employees engaged in the compressed work week.

- 7.06
- (a) In a compressed work week the normal hours of work for non-rotating shift employees shall be those agreed to between the Company and the employees (Union), but in no case will exceed forty (40) hours per week, Monday to Friday inclusive.
 - (b) In compressed work week the normal hours of work for rotating employees shall be those agreed to between the Company and the employees (Union), but in no case will exceed an average of forty (40) hours in an eight (8) week cycle.

ARTICLE NO. 8

OVERTIME RATES AND PREMIUM COMPENSATION

- 8.01
- Overtime compensation shall be paid only to employees who are working additional hours at the request of the Company.
- 8.02
- The conditions outlined in Sections 8.03, 8.04, 8.05, 8.07 and 8.09 are subject to the provisions of Section 8.13.
- 8.03
- Employees will be paid overtime compensation for all work performed after eight (8) hours a day or after forty (40) hours worked in any one (1) week on

a basis of one and a half times the rate of pay for the job he is performing and for all work performed after ten (10) hours a day on the basis of two times the rate of pay for the job he is performing. An employee from the same position will fill the position. If that employee is not available then Article 12.03 will be used to fill the vacancy. Overtime will be distributed as equitably as possible among employees who perform a similar type of work within the same department in as much as there are employees available and capable of doing the work.

- 8.04 a) Employees working on the 4:00 P.M. to midnight shift will be paid a premium one dollar (\$1.00) per hour over the rate of pay for the jobs they are performing.
- (b) Employees working on the midnight to 8:00 A.M. shift will be paid a premium of one dollar eighteen (\$1.18) cents per hour over the rate of pay for the jobs they are performing.
- 8.05 Rotating shift employees will be paid a premium of sixty eight (\$.68) cents per hour for all hours worked during a week when the job being performed is scheduled on continuous operations.
- 8.06 All premiums authorized in the Labour Agreement will not be included in the employee's hourly rate when calculating overtime compensation.
- 8.07 Employees will be paid overtime compensation for all work performed during the hours of midnight of the day before and midnight of the day celebrated as a designated holiday recognized by this Agreement on the basis of two times the rate of pay for the job he is performing, in addition to his holiday pay.
- 8.08 When a paid designated holiday, recognized by this Agreement occurs in the work week it shall be considered as a normal work day for the purpose of computing overtime on a weekly basis.
- 8.09 (a) Rotating shift employees will be paid overtime compensation for all work performed between midnight of their first day of rest and midnight of their second day of rest on the basis of two times the rate of pay for the jobs they are performing.
- (b) Non-rotating shift employees will be paid overtime compensation for all work performed between midnight Saturday and midnight Sunday on the basis of two times the rate of pay for the jobs they are performing.
- 8.10 (a) Employees who were not scheduled, or notified during their regular work day or shift, will be paid overtime compensation when called out for duty outside their regular working hours, provided such call

involves an extra trip to the Plant, and will receive a minimum of two hours pay on the basis of two times the rate of pay for the jobs they are performing.

- (b) Employees who are required for duty two (2) hours or less prior to the start of their regular shift will be paid two times the rate of pay for the jobs they are performing for time worked prior to the start of their regular shift.
- (c) The Company will supply transportation or cost of transportation on "call outs" with a minimum transportation allowance of ten (\$10.00) dollars.
- (d) The Company will provide a payment of ten (\$10.00) dollars per trip if personal vehicles are used to go from the main plant to a BP warehouse location or from a BP warehouse to the main plant. This payment will only be made for one way direction.

8.11 An eight (8) hour day shift employee who works on call in between midnight and 5:00 a.m., and who is scheduled to work on such a day will be granted time off without loss of pay at the beginning of the work day for a period equal to the time worked during such hours.

The above will not apply, however when such "day shift employee" has been given at least eight (8) hours advance notice of the overtime.

8.12 If due to causes which are within the Company's control, there is no work of any kind on a normal work day for an employee, the Company shall attempt to notify him. Otherwise the Company shall pay to such employees who report for work, the equivalent of three (3) hours pay at straight time or provide alternative work for three (3) hours.

On the other hand, employees must notify the Foreman on duty, in their respective department, in the event that for any reason whatsoever, they will be unable to report for work.

8.13 It is agreed that an employee who has worked one (1) hour or longer in a classification paying a higher rate of pay than his own, will then receive the higher rate of pay for the time he occupies the higher rated position.

8.14 If an employee is temporarily transferred during a shift or day from his classified job to another lower paid job he will receive for the entire day the rate of the higher paid job.

8.15 (a) Employee(s) who were not scheduled or notified during their regular work day or shift, that the employee will be required to work overtime, the Company will supply each employee a meal allowance

of \$11.50 or provide a meal up to the equivalent amount of money if the Company requires that the employee work ten (10) hours in an eight (8) hour shift. If the employee is to work more than ten (10) hours, then the employee is entitled to a twenty (20) minute paid meal break.

- (b) If an employee is required to work fourteen (14) consecutive hours, for each additional four (4) hours over ten (10), a meal as per above or a meal allowance of \$11.50 will be provided at the employee's discretion. The employee will also be entitled to a twenty (20) minute paid meal break.
- (c) Such meal breaks will be taken in accordance with established rules within each department for taking breaks.

8.16 The Company agrees to pay lost time wages to Company employees on the negotiating committee during negotiations, but not including any meetings where a third party is involved.

8.17 Banking of Overtime

The following procedure will apply for banking overtime in the Edmonton Plant:

- a) To be eligible to bank overtime the employee must have successfully completed their 640 hour probationary period of employment.
- b) Prior to January 31st of each new calendar year employees will indicate in writing their intention to participate in banking overtime. This will be done by completing a company form that indicates this intention.
- c) Consecutive premium hours will be banked to a maximum of forty (40) hours in one (1) year. The banked forty hours must be taken off in a one (1) calendar week block.
- d) The respective foreman will arrange the time of the banked week off, which is convenient to the employee and, causes the least disturbance to the department. Priority of the timing of the banked week off will be granted in accordance to department seniority. The monetary amount will be paid for this week on the regularly scheduled pay day.

- e) The timing of the banked week of overtime will not interfere with vacation time of the other employees in each respective department.
- f) The selection of the banked week time off will be given to the employee by the respective supervisor prior to May 1st of the calendar year.
- g) Upon layoffs, as a result of Plant/Department shutdown and/or slowdown, employee(s) affected by such a case will request and be paid the accumulated and corresponding banked sum of money during said layoff period.
- h) In the case that no layoffs occur, the unused banked overtime funds will be paid to the corresponding employees at the end of the calendar year.
- i) The banking of overtime will not result in the Company incurring any additional costs.

Note: The following Article 8 provisions shall apply to those employees engaged in the compressed work week.

8.18 For those employees working a twelve (12) hour shift, overtime compensation will be paid for all hours worked after twelve (12) continuous hours on the basis of two times the rate of pay for the job they are performing.

Employees will be paid overtime compensation for all work performed after forty (40) hours worked in any one (1) week as per schedule; ie: forty-two (42) hours/week average over eight (8) week cycle, on a basis of one and one half times the rate of pay for the job he is performing.

8.19 For those employees working a twelve (12) hour shift, the shift premiums remain the same as in the Main Agreement 8.04 (a) and (b). The only difference is that the premiums are averaged into a weekly wage in the eight (8) week cycle. The average seventy three (\$.73) cents per hour.

8.20 On a twelve (12) hour shift, overtime compensation for working a holiday will be paid between the hours of 7:00 A.M. of the holiday and 7:00 A.M. of the following day. If a department on a twelve (12) hour shift runs through a designated holiday, the employee will be paid two times the rate of pay for the work they are performing, plus eight (8) hours holiday pay at his classified rate.

When a department closes for a designated holiday, each employee is entitled to his scheduled hours at his classified rate. These hours paid will be considered for overtime purposes in his weekly work period.

When a designated holiday falls on a day that an employee is on his scheduled day off, he shall be entitled to eight (8) hours pay at his classified rate. These hours paid will be considered for overtime purposes in his weekly work period.

8.21 On a twelve (12) hour shift, overtime compensation at the rate of two times the rate of pay for the job they are performing will be paid between 7:00 A.M. of the second day of rest to 7:00 A.M. of the following day; and between 7:00 A.M. of the fourth day of rest to 7:00 A.M. of the following day.

8.22 On a twelve (12) hour shift, sections 8.15 (a), (b) and (c) will apply, except for the following:

- (i) 8.15 (a) in lieu of ten (10) hours, fourteen (14) hours shall apply.
- (ii) 8.15 (b) in lieu of, "For each additional four (4) hours over ten (10) hours; each additional two (2) hours over fourteen (14) hours", shall apply.

8.23 The Company and the Union agree that students should not be considered for overtime until regular Process Support employees who are available and capable of doing the work have been considered. Students assigned to their particular department that require the overtime will be given consideration after the regular Process Support Employees, but not before the regular plant employees.

Students working within a compressed workweek schedule, the above will not affect the two (2) hours overtime inherent in the 12-hour shift rotation.

Pursuant to Article 9.14, students will not be allowed to perform normal work in a Department on shutdown if any regular employees in the plant are on layoff.

ARTICLE NO. 9

VACATIONS

9.01 The vacation period is from January 1 through December 31.

9.02 Vacations earned during the current vacation period must be taken during

the vacation period immediately following that in which they are earned. Vacation periods cannot be transferred and accumulated.

An employee can carry forward (bank) up to two (2) weeks vacation with pay into the first four (4) months of the following year provided there is a mutual agreement between the employee and the employee's supervisor.

- 9.03 Payment of wages in lieu of vacation is not permitted.
- 9.04 Employees with the most Department seniority will be given first consideration for the allotment of times for vacations within their department. The Superintendent or Department Head will arrange the times of vacation which is most convenient for the employee and will cause the least disturbance to the efficient operation of the Plant.
- 9.05
- (a) Each Department will post a list on which employees will indicate their preferred vacation periods. These lists must be posted prior to April 1st of the current year. All employees must express their vacation period preference prior to May 1st. The Company will post the employees vacation schedule no later than May 15th.
 - (b) Vacations scheduled per section 9.06(a) for vacation taken between May 15th and Dec 31st will take priority over personal leave of absence requests during this period.
 - (c) The option to change vacations coincident with a new schedule will be allowed subject to limitations on the number of employees on vacation at the same time allowed by the department supervisor.
- 9.06 Subject to limitations on the number of employees on vacation at the same time allotted by the Department Supervisor, the Company will endeavour to give a maximum of two (2) consecutive weeks vacation during July and August. Longer vacation periods may be allotted if the schedule permits.
- 9.07 Following the posting of the vacation schedule, any request to change vacations for the months of July through to December must be made one week prior to the month in which the vacation falls, and only if agreements can be reached with other employees. The department supervisor will have the final decision.
- 9.08 No one will be called to work while on vacation until it is determined other qualified employees are not available. In the event a call from vacation is necessary qualified employees on vacation will be called in order of seniority in which case the vacation will be re-scheduled at a mutually agreed time. In such cases the union will be notified in writing.

9.09 When a paid designated holiday falls within an employee's annual vacation, the employee has three (3) options:

- 1) Request and have a holiday on the first day he would have worked after his vacation.
- 2) Arrange with his supervisor to take a holiday on an alternate day. (This must be mutually agreed upon prior to going on vacation.)
- 3) Be paid in accordance with Article 10 in addition to his vacation pay. If an extra day off is requested, it will be without pay.

9.10 Length of vacation is established by the Plant seniority of the employee concerned as at his anniversary date in the current year and will be as follows:

Less than one (1) year Plant seniority	One (1) day for each full month worked (up to a maximum two (2) weeks)
One (1) year or more Plant seniority	Two (2) weeks
Three (3) years or more Plant seniority	Three (3) weeks
Ten (10) years or more Plant seniority	Four (4) weeks
Nineteen (19) years or more Plant seniority	Five (5) weeks
Thirty (30) years or more Plant seniority	Six (6) weeks

9.11 Vacation pay will be calculated as a percentage of the gross wages earned during the preceding calendar year as follows:

Two (2) weeks or less, pay of 4% or eight (8) hours at his current classified rate for each day of vacation to which he is entitled whichever is the greater.

Three (3) weeks	6%
Four (4) weeks	8%
Five (5) weeks	10%

Six (6) weeks 12%

9.12 Vacation pay for employees on separation from employment will be calculated on a percentage basis and will include pay for vacation not received and for vacation earned from January 1st of the current year to date of separation as follows:

Less than three (3) years 4%
Plant seniority

Three (3) years or more 6%
Plant seniority - if
separation is due to
layoff, death or
retirement.

Ten (10) years or more 8%
Plant seniority - if
separation is due to
layoff, death or
retirement.

Nineteen (19) years or more 10%
Plant seniority - if
separation is due to
layoff, death or
retirement.

Thirty (30) years or more 12%
Plant seniority - if
separation is due to
layoff, death or
retirement.

9.13 In the event of shutdown during July and August, all employees, unless otherwise notified, will be required to take their vacation during the shutdown period. The schedule will be posted two and one half (2½) months in advance and must list:

- 1) The Department(s) affected by the shutdown.
- 2) The individuals affected by the shutdown.

Note: The following Article 9 provisions shall apply to those employees engaged in the compressed work week.

9.14 (a) If an employee takes one (1) week vacation and misses thirty-six (36) hours from his schedule, he no longer averages forty-two (42)

hours. The Company, in effect, will have underpaid him by six (6) hours. The Company will add six (6) hours pay prior to his vacation.

- (b) If an employee takes one (1) week vacation and misses forty-eight (48) hours from his schedule, he no longer averages forty-two (42) hours. The Company in effect, will have overpaid him by six (6) hours. The Company will deduct six (6) hours pay prior to his vacation.

ARTICLE NO. 10

DESIGNATED HOLIDAYS

- 10.01 The Company recognizes the following designated holidays as holidays with pay subject to the conditions outlined in Section 10.02.

New Year's Day	January 1
Family Day	As set
Good Friday	As set
Victoria Day	As set
Dominion Day	July 1
Civic Day	1st Monday in August
Labour Day	1st Monday in September
Thanksgiving Day	As set
Remembrance Day	November 11
Christmas Eve	December 24
Christmas Day	December 25
Boxing Day	December 26

- 10.02
- (a) Employees who have completed one (1) month's employment with the Company, provided however no employee serving his probationary period of 640 hours shall be deprived of more than one of the designated holidays during his probationary period.
- (b) Each employee will receive a regular day's pay provided he has worked on his last scheduled working day prior to the holiday and his first scheduled working day after the holiday.
- (c) Employees on leave of absence, sick leave, or "layoff" not exceeding ten (10) days prior to the designated holiday will be paid the first designated holiday occurring during such an absence, no additional recognized holidays will be paid until the employee returns to work and becomes eligible for further holidays.

ARTICLE NO. 11

CLASSIFICATIONS AND WAGES

- 11.01 The employees covered by this Agreement shall receive the rates of wages established by Appendix "A" attached to, and forming part of the Agreement, which rates shall remain in force during the life of this Agreement.
- 11.02 (a) When a new department is created, and when rates of pay for any new job that may hereafter be established in existing departments or new departments, they shall be subject to negotiation and agreement between the Company and the Union within three (3) months of the job(s) being filled.
- (b) When a position in any department changes enough to warrant re-classification the Union will apply to management to review the classification. In the event an agreement cannot be reached the matter may proceed directly to step 3 in the grievance procedure.
- 11.03 Employees will when employed cleaning the Asphalt Kettles, RF2 pan and the RTO (main piping leading from the RF2 to the RTO unit) will be paid ninety (90) cents per hour above the employee rate. This also includes the Maintenance personnel entering the Asphalt Kettles performing maintenance work during the cleaning period.
- 11.04 Any employee may request, and the Company will make every effort to reclassify him if, due to health or injury, he is unable to continue working in his regular classification.
- 11.05 Any tradesman employed by the Company, who has or acquires a trade ticket, will be classified as a Tradesman "A", provided the ticket applies to the work he is performing in the Maintenance Department. An employee with a higher ticket or additional ticket, then the Tradesman "A" qualification ticket will be paid one dollar (1.00) per hour over the Tradesman "A" rate provided:
- 1) The additional or higher ticket applies to the work he is performing in the Maintenance Department.
 - 2) The employee has one (1) year's service in the Maintenance Department following his probation period.
 - 3) Proof of ticket validity is provided upon request.
- Compounding of the one dollar (1.00) per hour for additional tickets will not apply. After one (1) year as an Improver, an employee will automatically

progress to Tradesman "C" classification.

- 11.06 Probationary employees will be paid one dollar and fifty (1.50) cents less than the rate established in Appendix "A" for the jobs they are performing during their probation period. Employees will receive seventy-five (75) cents less than the rates established in Appendix "A" for the jobs they are performing until completion of their first year of employment.
- 11.07 A Learner will be paid a middle rate between current and newly trained job group rate.

ARTICLE NO. 12

SENIORITY

- 12.01 An employee shall not acquire seniority rights unless he has been in the employ of the Company for three (3) consecutive months when said seniority shall date from date employed.
- 12.02 The Company shall post a current list of all employees showing their respective department, full name, date hired, classification, Department seniority and Plant seniority. This list shall be posted quarterly in each department and one (1) copy shall be given to the Chief Shop Steward.
- 12.03 Ability being sufficient, seniority in a department shall be the governing factor in promotion. Employees promoted will be given a trial period of up to three (3) months (up to six (6) months with mutual agreement between the Company and the Union) and, if during such period he cannot fill the requirements of the job, he will be reinstated in their former job without prejudice. Demotion within the department will be made in the reverse order of department seniority.
- 12.04
- (a) Employees being displaced from a department as a result of a demotion, or as a result of a reduction of the number of employees in that department, will be displaced in order of department seniority (least seniority first) to Process Support. Management will review and discuss, with the Union, the placement of employees into a new department, as a result of demotion or reduction to the work force, prior to the moves being made.
 - (b) Employees displaced to Process Support for more than ten (10) consecutive working days will have the right to:
 - (i) return to the position they held prior to being displaced to Process Support if that position is available;

- (ii) moved into a department, selected by the Company based on previous department seniority and/or demonstrated ability, to which the employee has the right to exercise their Plant seniority to displace employees who are classified in a job group D-2 or lower who have less Plant seniority. Employees so displaced shall have the right to exercise their department seniority to also displace employees who are classified in the same or lower job groups within that department. This process continues until the employee/s with the least department seniority is displaced to Process Support;

NOTE:

- (1) The displaced employee will not have the right to any job grouping higher than that they had from their displaced department.
 - (2) If a displaced employee cannot demonstrate ability in the new position, he will be transferred to a same or lower position within the department.
 - (3) Whenever possible the Company will endeavour to eliminate the step of an employee entering into Process Support for up to a ten (10) day period and place the employee directly into their new department. If the Company is unable to accommodate the employee and if the employee has sufficient seniority to leave Process Support, the employee's classified rate prior to being displaced will continue for up to the ten (10) day period.
- (c) Re-staffing into a department shall be done in reverse order of the reduction in the department.
 - (d) Shift employees displaced; as a consequence of the re-staffing in a department will assume the position and regular scheduled shift that they had immediately prior to the reduction in the department.
- 12.05
- (a) In layoffs seniority for the employees affected shall become Plant wide and they have the right to displace employees who are classified in a job group D-2 or lower who have less Plant seniority. In the case of a permanent shutdown of a department, Plant wide seniority will apply.
 - (b) It is understood that a layoff as referred to above means a layoff as defined by Article 1.10, more than ten (10) consecutive working days.

- (c) Recall from layoff shall be done in order of Plant seniority to Process Support, ability being sufficient.
- (d) In case of Layoff or department closure, an employee who returns to a department where he previously worked can exercise his previously acquired department seniority in the case of future promotions within the department he returns to.
- (e) Notwithstanding a, b, c, d, above, Senior employees on layoff may bump the 3rd hand employees with less seniority. The company will train the 4 Senior Employees who request to train as 3rd hand and the employer agrees to keep these employees skills current in the event they choose to bump in a layoff situation to bump in a layoff situation.

12.06 Seniority will be preserved, in the case of an employee with less than two (2) years Plant seniority for six (6) months, and in the case of an employee with two (2) to five (5) years of Plant seniority for eight (8) months, and in the case of an employee with greater than five (5) years of Plant seniority for twelve (12) months, and if the person is re-hired within the applicable period, he will be reinstated with employee status and credited with seniority from the time worked prior to his being laid off.

12.07 In the event of a layoff, the employees affected will endeavour to keep the Company informed of their current address and telephone number.

12.08 When the Company selects an employee for a position outside the bargaining unit, the job vacated by the employee shall be filled according to the posting procedure in Clause 20.01, so long as the position vacated is to be open for more than thirty (30) days. The employee assigned outside of the bargaining unit shall continue to accumulate seniority and can return to his former position on completion of the temporary assignment as long as the assignment is of less than six (6) months duration or up to twelve (12) months with mutual agreement between the Company and the Union. The company will notify the Union in writing of the mutually agreed assignment and the duration expected.

12.09 Students employed during their summer vacation or work term, will not acquire seniority, but will be required to pay union dues after the first month of employment. This does not apply to students working in an office function. Should a student decide he does not intend to continue his education, he shall submit a new application for employment. If the Company decides to hire him, his probation period will commence with his new date of hire; his past service as a student shall never be counted in his seniority. Students will be paid one dollar and fifty cents (1.50) less than the

rate established in Appendix "A" for the jobs they are performing.

ARTICLE NO. 13

GRIEVANCE PROCEDURE

13.01

If any differences concerning the interpretation, application, operation or any alleged violation of this Agreement arise or any question as to whether any difference is arbitrable arises between the parties or persons bound by this Agreement or on whose behalf it was entered into, the representatives of the Employer and of the Union shall meet and endeavour to resolve the difference in the following manner and sequence:

Step 1

Between the grievor, the Union Steward, the Foreman of the Department which the grievance originates within six (6) working days of the occurrence which gave rise to the grievance. The Foreman must render his decision in writing within two (2) working days of the grievance being presented to him.

Step 2

Between the Union Steward, the Foreman and the Department Superintendent, within nine (9) working days of the occurrence which gave rise to the grievance. The grievor is required to attend this and subsequent meetings if so requested by either party. The Superintendent will render his decision in writing within two (2) working days of the conclusion of this meeting.

Step 3

Between the Union Grievance Committee, the Foreman, the Superintendent and the Plant Manager (or designate), within fourteen (14) working days of the occurrence which gave rise to the grievance.

Meetings held at this stage may be attended by a representative of the Human Resources Department of the Company and a representative of Unifor Canada. Should a grievance be initiated by either the Company or the Union the procedure will start at this step. A written reply will be rendered at this step of the grievance procedure.

Step 4

If the grievance has not been settled following meetings held in accordance with step 3 above, either party may submit the grievance to arbitration. The party submitting the grievance to arbitration shall give notice in writing to the other party within (30) days from the date of the final meeting held under step 3. Grievances will be heard by a single arbitrator unless either party notifies the other party in writing, within 10 days of notice to arbitrate, to have the arbitration heard by a board of arbitration. The party giving notice to have a board of arbitration shall

include their nominee, occupation or profession as well as their address.

13.02 Within five (5) working days following the delay provided for in Step 4, the party receiving the Arbitration notice must advise the other party of the name of its nominee, giving his occupation or profession and his address.

13.03 The two nominees so appointed by the parties shall meet or get in touch with each other within the three (3) working days following the appointment of the second nominee in order that they may agree on a Chairman. Failing to agree upon an impartial Chairman within two (2) working days the nominees shall request the Minister of Labour to appoint such an impartial Chairman.

13.04 Any person who participated in the examination or in the discussion of a grievance may not act as a nominee or Chairman of an Arbitration Board.

13.05 The members of the Arbitration Board may not alter, amend or change the terms of this Agreement.

13.06 No grievance may be submitted to Arbitration before having gone through all the steps of the grievance procedure unless otherwise agreed upon.

13.07 The unanimous or majority decision of the members of the Arbitration Board will be final and binding upon both parties.

13.08 The manner in which any grievance is settled will never be construed as establishing a policy for either the Company or the Union.

13.09 Nothing in this Agreement shall be deemed to take away the right of an employee to discuss any of his personal grievances with the representatives of the Company.

13.10 Any grievance not processed in conformity with this Article shall be deemed to be abandoned and all rights or recourse shall be at an end.

13.11 When a Board of Arbitration is formed, each party shall bear the costs of his nominee and one half the cost of the Chairman.

13.12 The discharge or suspension of an employee who has acquired seniority rights may be settled under the grievance or Arbitration procedure by:

- (a) Confirming Management's action in dismissing or suspending the employee.
- (b) Reinstating the employee with compensation for time lost.
- (c) By any other arrangement which may be deemed equitable.

- 13.13 The Company will notify the Chief Steward or the Unit Chairperson within twenty-four (24) hours of any discharge or suspension.

ARTICLE NO. 14

UNION COMMITTEES

- 14.01 The Union agrees to communicate to the Company the names of the employees elected to serve as Stewards and the departments they represent. Not more than three (3) employees will form the Grievance Committee.
- 14.02 The Union agrees to communicate to the Company the names of the employees elected to serve on the Union Negotiating Committee. Not more than six (6) employees will form the Union Negotiating Committee including the Union Chairman.
- 14.03 Employees elected by the Union to serve on the Negotiating Committee with the exception of the Unit Chairman must each work in a different department of the Plant.
- 14.04 All Union Stewards and Union Executives will first obtain approval from their Department Supervisor before leaving their posts to attend to Union business. If the Union business involves contact with an employee in another Department, the Employee to be contacted must also get approval from his or her Departmental Supervisor.

ARTICLE NO. 15

UNION SECURITY

- 15.01 Any employee who is a member of the Union on the effective date of the Agreement or who becomes a member shall, as a condition of employment maintain his membership in the Union in good standing during the term of the Agreement and shall sign an authorization for the Company to deduct his monthly dues.
- 15.02 Every employee hired or re-hired after the date of the signing of this Agreement as a condition of employment must sign an authorization for the Company to deduct from his wages each month an amount equal to the monthly Union dues.
- 15.03 The sum of money collected by the Company under the terms of Section 15.01 and 15.02 will be transmitted to the Secretary-Treasurer of the Union once a month, who will furnish a proper receipt to the Company for all monies received.

ARTICLE NO. 16

REST PERIODS

- 16.01 Employees will be allowed two (2) rest periods per day of ten (10) minutes each, in the morning and afternoon respectively.

ARTICLE NO. 17

NOTICE BOARDS

- 17.01 The Company shall provide in each department a 2 foot by 3 foot notice board exclusively for Union notices. It is understood that only notices signed by a Union official and authorized and approved by the Plant Manager or his representative will be posted thereon.

ARTICLE NO. 18

COMPASSIONATE AND PATERNITY LEAVE

- 18.01 In the event of a death of a member of an employee's family, the Company will grant, upon request, a leave of absence for a reasonable time for the purpose of making funeral arrangements or attending the funeral and will pay for such lost time as follows:

Spouse and/or Child, Father or Mother up to a maximum of five (5) days if on an 8 hour shift or four (4) days if on a 12 hour shift.

Brother, Sister or Parent-In-Law, up to a maximum of three (3) days.

Brother-In-Law, Sister-In-Law, Daughter-In-Law, Son-In-Law, or Grandparents up to a maximum of two (2) days.

Spouses Grandparents up to a maximum of one (1) day.

A compassion leave up to one (1) day without pay for other relatives not specified above.

To qualify for bereavement leave for the death of a Spouse, that Spouse's name must be registered with the Company.

In the event of the birth of an employee's child, whose Spouse is registered with the Company, the employee will be granted one (1) day paternity leave with pay, for the day of the birth.

The compassion and paternal allowance will only be made where circumstances require the employee's absence from work.

In the event of a death during the time an employee is on scheduled vacation, the employee may defer any vacation days based on the number of days he/she would have been eligible for compassionate leave, which have conflicted with normal scheduled working days during the time of vacation.

Deferred vacation days must be mutually scheduled with the employee's supervisor.

ARTICLE NO. 19

NOTICE OF LAYOFFS

19.01 The Company agrees to provide notice of layoff and pay in lieu of, in accordance with the Alberta Employment Standards Code or its Successors.

19.02 If the Company must shutdown a department or the Plant permanently, causing permanent layoffs, the Company agrees to provide notice of layoff in accordance with the Alberta Employment Standards Code or its Successors.

When an employee is laid off following the permanent shutdown of a department of the Plant, he/she shall be entitled to severance pay calculated as follows:

"His regular classified rate, prior to displacement to A,B,C or D-2 x two thousand eighty (2080) hours x two percent (2%) x the number of years of service."

ARTICLE NO. 20

JOB POSTING

20.01 Jobs above the Job Group "A" within the bargaining unit expected to be vacant for more than thirty (30) days will be posted for ninety-six (96) hours, exclusive of designated holidays, and the job will be then filled in accordance with Section 12.03 of this Agreement. This clause shall not be applied to any subsequent moves required.

The posted notice shall give the job classification, job rate, a short description of the job, educational and language requirements (English) and the date on which the notice expires.

A job posting must be filled by a successful qualified candidate who will be released to the new position within thirty (30) days of notification, unless mutual consent is provided by both parties. Any extension agreed to beyond 30 days will not exceed another 30 days.

The results of the job posting are to be put up on the bulletin board fourteen (14) days later for a period of seventy-two (72) hours exclusive of Saturday, Sunday and designated holidays.

In the event an employee is on vacation from the Plant, when a job posting is posted, the results of the posting will be delayed until the employee on his return has the opportunity to present his name for the posting.

The Company will advise the Chief Shop Steward of all promotions under this Article and post promotions and subsequent moves on the bulletin board.

The Company shall give the Chief Shop Steward a copy of each posting notice and the name of the successful applicant.

20.02 Any employee who has successfully bid under this article shall not be entitled to bid on a posted job for twelve (12) months from the date of his successful bid except in cases of job progression plus one exemption during the length of this agreement.

20.03 Employees in a posted position will not be temporarily assigned to other positions in excess of twenty (20) days per year unless mutually agreed between the employee and the Company.

ARTICLE NO. 21

LEAVE OF ABSENCE

21.01 An employee with less than one (1) year Plant seniority may request a leave of absence, without pay, for personal reasons acceptable to the Company, for a maximum period of four (4) months, and an employee with one (1) or more years of Plant seniority for a maximum of eight (8) months. Seniority will be preserved during such absence.

Any leave of absence for personal reasons must be requested in writing at least 2 weeks in advance of the commencement of the leave indicating the start date and finish date of the leave. Leaves must be approved by the Plant Manager or his designate.

- 21.02 (a) Providing sufficient notice has been given, employees may request a leave of absence to attend to Union business. The Employee's pay will be maintained whole while on approved Union business and the Company will invoice and be reimbursed, by the UNIFOR Local 777, Building Products Unit, for wages, benefits and vacation costs. Not more than one employee may make such request for each function. Not more than six (6) applications will be made during a contract year. The total of all such absences shall not exceed twelve (12) weeks per contract year. One such application per contract year can be for one hundred (100) working days duration provided one (1) month's written notice has been given. Additional leave of absence may be granted if working conditions permit.
- (b) An employee who obtains permission for a Leave of Absence to attend Union Business, their seniority will be preserved during such absence.
- 21.03 Approval of applications received in accordance with Section 21.01 and 21.02 above will not be unreasonably withheld.

ARTICLE NO. 22

INDUSTRIAL HEALTH & SAFETY

- 22.01 The Company will recognize a Joint Health and Safety Committee composed of eight (8) members of equal representation. The Committee must be set up so that both parties are independent and able to freely express their views. At no time will the employer representatives outnumber the employee representatives. This Committee shall meet once a month.
- 22.02 (a) The wearing of safety shoes is mandatory. It is agreed that the Company will contribute up to \$180.00 annually towards the cost of safety shoes provided:
- (i) Employee has completed his probationary period.
 - (ii) Employee submits a receipt of proof of purchase.
 - (iii) Contribution is made not more than one (1) time in each calendar year, effective January 1, 1996.
 - (iv) Company contribution will not exceed cost of shoes.
 - (v) New hires must supply their own safety shoes as a condition of employment.

(vi) Employees, who have not utilized their boot allowance in the prior year will be able to combine the prior year allowance with the current year boot allowance.

- 22.02 (b) Separate from the existing boot allowance system, if an employee's Supervisor is satisfied that the boots have been prematurely worn out, the company will reimburse the employee up to \$100.00 towards the cost of new boots upon submitting a receipt for the boot purchase

The subsidy for worn out boots is subject to a maximum of once per 12 month period.

All boots purchased with Company subsidy shall be for Plant use only.

- 22.03 Safety Glasses – The Company is prepared to provide replacement lenses installed in regular safety frames supplied by the Company if the prescription lenses are damaged while performing work duties on site and proper evidence is provided. The replacement is restricted to one (1) occurrence per twenty-four (24) month period.

If the damage to the lenses is severe, the employee will bring the object damaged to the attention of the Personnel Administrator for a decision to be reached ahead of the scheduled period of twenty-four (24) months.

Safety Glasses - The Company is prepared to provide replacement lenses in the event there is a change in prescription from an optometrist.

- 22.04 Damaged Tool Replacement - An employee who damages, or wears out a personal tool, while performing work for the Company, upon providing evidence, shall have the tool replaced by the Company, one hundred (100) percent of its value, if the employee has greater than one (1) year of seniority.

Tool Allowance - Employees classified as a Tradesman A will receive an annual tool allowance of two hundred (\$200) per year.

- 22.05 The Company is prepared to pay for customized ear plugs once per (5) five year period.

- 22.06 The Company agrees for a Union member (wages covered by the union) designated by the President to conduct an indoctrination program with new hires once every fourteen (14) days. Sessions would be less than one (1) hour duration.

The Health and Safety Coordinator will be responsible for notifying the Union member prior to the date that the indoctrination will take place in

order that his attendance is assured.

The Health and Safety Coordinator, while conducting an accident investigation, will include in his team a Union member from the Union Management Health and Safety Committee.

22.07 The Company agrees to supply coveralls for all Plant Employees.

ARTICLE NO. 23

JURY DUTY

23.01 Any employee who is required to serve on a jury or subpoenaed as a witness or for jury selection, shall be paid the differential between the amount paid for such service and his current hourly rate for the time lost from his regularly scheduled work shift by such service subject to the following provisions:

- (a) Employees must notify their Supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty.
- (b) Any employee called for jury duty and who is temporarily excused from attendance at court, must report for work if four (4) hours or more of time remains to be worked in his shift.
- (c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.
- (d) Prior to, and upon the completion of jury or witness duty the employee will determine their attendance for the shift prior to or after the completion of the duty, from their department supervisor.

ARTICLE NO 24

PENSION PLAN AND BENEFITS

24.01 Pension Plan:

Building Products of Canada Corp. provides all its employees with a defined contribution pension plan, which is also accessible to the Edmonton Plant employees.

This pension plan does not form an integral part of the labour agreement. The plan is applied to all employees of the Edmonton Plant in conformance with its general application within Building Products of

Canada Corp.

24.02 Benefits:

Building Products of Canada Corp. provides a flex benefit program to all its employees. This program is also accessible to the employees of the Edmonton Plant. The program as such does not form an integral part of the labour agreement. Said program is applied to all employees of the Edmonton Plant in conformance with its general application within Building Products of Canada Corp.

ARTICLE NO 25

LEAD HAND

25.01 The Company and the Union acknowledge what it is in the mutual interest of all plant employees to select and develop the most effective Lead Hand(s) possible. Accordingly, the parties agree to the following:

- a) The selection of lead hands will be in accordance with Clause 12.03 of the Collective Bargaining Agreement.
- b) Ability will be based on the following criteria:
 - i. Knowledge of positions (determined by number of roles held) - 10 points
 - ii. Safety – Based on the incident history of the last 5 years, and confirmed by interview – 5 points
 - iii. Problem Solving – Job knowledge determined by interview – 5 points
 - iv. Quality Knowledge – Determined by interview – 5 points
 - v. Leadership – Determined by performance and confirmed by interview – 5 points
- c) The union will have the right to be present and/or participate during the interview process.
- d) The interview panel will consist of a minimum of 4 individuals, comprised of:
 - vi. The Unifor Plant President or designate
 - vii. The Unifor Plant Vice President or designate
 - viii. The Department Supervisor
 - ix. The Human Resources Manager
- e) The company commits to the development of the selected individuals.

25.02 Under the supervision of the Foreman, the Leadhand will co-ordinate and assist the work crew. Their responsibility will not include discipline, evaluation of employees or distribution of overtime. Other duties as may be assigned.

ARTICLE NO 26

PROCESS SUPPORT

26.0 Both the Company and the Union acknowledge and are in agreement that the Process Support role will not hinder or restrict the Company from using casual labour contracted or otherwise when the need arises.

- a) The employees of the Process Support will be in the Process Support classification subject to clause 11:06 of the existing agreement, (see appendix A).
- b) The employees of the Process Support will acquire Plant seniority upon successful completion of their probation period.
- c) If assigned to a classified position during their Process Support tenure, employees' rate of pay will be subject to clause 8:13.

The usual hours of work for all Process Support employees on a shift or non shift schedule, shall be forty (40) hours, per calendar week, subject to clause 7:01 and 7:02. Management reserves the right to set the starting and stopping time for each day pursuant to clause 7:04, as well as the first starting day and the last day within a seven (7) day calendar week.

- d) If assigned to a temporary posting within the bargaining unit, the Process Support individual will not gain department seniority, but will continue to receive plant seniority.
- e) Clause 8:03 will not be applicable to the Process Support employees during the weekend operation.

Scheduling the employees of the Process Support will be planned to average forty (40) hours per week over a two (2) week cycle, and organized to achieve a proper balance of hours per week over a two week period.

ARTICLE NO. 27

DURATION OF AGREEMENT

27.01 This Agreement shall be in effect from May 15, 2017 until May 14, 2021. It shall automatically be renewed for further twelve (12) month period from year to year thereafter subject to termination by either party on written notice delivered not more than ninety (90) or less than thirty (30) days prior to May 14, 2021.

27.02 Following receipt of a notice of termination a meeting date shall be set for

the parties to discuss renewal of the Agreement.

- 27.03 It is agreed that this Agreement will continue in force during negotiations for renewal even if the expiration date is passed and any amendments agreed upon will be incorporated in the new Agreement.
- 27.04 Rates of wages as shown in Appendix "A" attached hereto become effective on the dates indicated.
- 27.05 By mutual agreement changes may be made in this Agreement prior to its expiration.
- 27.06 The addendum pertaining to the compressed work week (12 hour shifts) forms an integral part of this Agreement.

**EDMONTON PLANT
APPENDIX "A"
TO LABOUR AGREEMENT SIGNED OCTOBER 5, 2017**

JOB GROU P	DEPARTMENTS						DIST
	LAB	MAINT.	PAPER MILL	ROOFING MILL			
				RF1	RF2	Asphalt Plant	
G		3rd class eng Tradesmen A					
F			Mach tend			*Asph. Plant Operator	
E		Tradesmen B					
D	Spec. Test		Backtender Defiber Op. Sr. Mobil. Op	Sat. Op Reliefman Sgl Mach. Op Strap Op Surfacing			Sr WHMan
D-2			Pulper Op Slitter Op	Fin End Op			
C	Inspector	Tradesmen C	3rd Hand Forklift	Slate Mixer L/T Op Ovrly Press Felt Looper RS Unloader			L/t Op
B		Improver					
A		Cleaner	Util. Man	Util. Man	Util. Man		Util. Man
L Pool							

When the company requires a Lead Hand, the position will be posted as per clause 20.01

LEAD HAND:

and the employee selected will be paid \$1.00/hr above the highest rate in the department. In the Roofing Mill Department, the Lead Hand will be paid \$1.00/hr above the highest classification of the Roofing RF1.

A Steam Plant Lead Hand who has a second class ticket would receive an additional \$0.25/Hr.

DEFIBRATOR OP:

Will receive \$0.20/Hr premium on Gypsum runs.

* AsphaltPlant Opr.

Must complete Power Engineering Class Four Part A

- 1) RF1 with classifications (A) to (D) plus Lead Hand earning \$1.00 per hour above classification (D).
- 2) The ASPHALT PLANT with operators who have meet the criteria of the Asphalt Plant Operator Power Engineering Class 4 Part A Certification, refer (attached), or a 2 year college technical diploma with classification (F).

**EDMONTON PLANT
APPENDIX "A"
TO LABOUR AGREEMENT SIGNED OCTOBER 5, 2017**

RATES				
JOB GROUP	5/15/2017 1%	5/15/2018 1.25%	5/15/2019 1.3%	5/15/2020 1.5%
G	\$35.49	\$35.94	\$36.40	\$36.95
F	\$31.74	\$32.14	\$32.56	\$33.05
E	\$30.00	\$30.38	\$30.77	\$31.23
D	\$28.92	\$29.28	\$29.66	\$30.10
D-2	\$27.00	\$27.34	\$27.70	\$28.12
C	\$26.64	\$26.97	\$27.33	\$27.74
B	\$25.81	\$26.13	\$26.47	\$26.87
A	\$25.18	\$25.49	\$25.82	\$26.21
Process Support	\$23.46	\$23.75	\$24.06	\$24.42

Notes:

- Refer to Article 11.06 for probation rates
- Refer to Article 12.09 for student rates

LETTERS OF UNDERSTANDING

Between



BUILDING PRODUCTS OF CANADA CORP.

**BUILDING PRODUCTS of CANADA CORP.
EDMONTON PLANT**

and

UNIFOR

LOCAL 777

**LETTERS OF UNDERSTANDING
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Building Products**Asphalt Plant Operator POWER ENGINEERING CLASS FOUR PART A**

1. **Name:** Power Engineering Class Four Part A
2. **Approach:** NAIT offers Power Engineering Class Four Part A in a distance learning format. Employees (students) will be given 6 months to successfully complete the course.
3. **Prerequisites:** A qualified candidate must have the following prerequisites:
 - (a) Grade 10
 - * Math and General Science (at grade 12 equivalent level)
 - * Work Experience – (minimum 10 years in Roofing Mill)
 - * Computer knowledge
 - * Mechanical aptitude (testing instrument at recommended level)
 - * Team Skills
 - * Knowledge of plant emergency procedures

The ROOFING RF1 Lead Hands will be allowed to apply for ASPHALT PLANT Operator certification and once they successfully pass the criteria will receive rate (F) and upon management request will operate in the ASPHALT PLANT.

A job posting must be filled by a successful qualified candidate (Ref. Article #20) who will be paid \$1.00 more above his present classification only while in training in the Asphalt Plant.

LETTER OF AGREEMENT

Between

UNIFOR Local 777

And

Building Products of Canada Corp.

Apprenticeship Program

Section 1 Purpose

- This program is to provide a means of training and developing qualified trades people of the highest caliber for Building Products, and to provide the environment and incentive to allow Employees to achieve their maximum potential.
- The program provides a means of accrediting employees with eligible hours and education towards apprenticeships. Any employee working as a maintenance helper can get a reference or verification letter stating:
 - Time or total hours worked as a tradesman helper
 - Type of work or activities the individual was carrying out as a helper.
- The Program is recognized as requiring the active participation of the Company, the Union, the Employee, and the Alberta Apprenticeship and Tradesman Qualification Branch.

Section 2 Coverage

- The Program will cover trades designated as necessary or advisable by the Company.
- The number of employees required to work as a maintenance helper/apprentice for each trade shall be determined by the Company. No one shall be refused entry unless employees are on layoff/cutback from the program due to project shortage.
- The Company will inform the Union of changes in the number of apprentices at each level of trade, as they occur.
- An employee accepted into the program will be allowed to progress through the full apprenticeship subject to the provisions of this program.

Section 3 Selection Procedure

- The selection of apprentices, course content of training programs, evaluation of apprentice performance and other matters regulated to indentured apprenticeship training or matters regulated by the Apprenticeship Act shall not be subject to the grievance procedure.
- The company will be responsible for the selection of the number of apprentices based on the company trade requirements and the availability of certified trades persons to mentor within the ratio legislation of the trade being requested.

- Employees currently holding one trade certificate recognized by the Apprenticeship Board of Alberta will be permitted to submit a written application to the Human Resources Department.
- Each applicant will be processed through the Apprenticeship Selection Process
- Employees who are not selected, who feel they have a complaint, will discuss it with the Union, and if the procedure was not followed, they will be allowed to appeal to the Human Resources Manager.
- The employee must meet the following criteria:
 1. Have a minimum of twenty four (24) months seniority
 2. Must pass medical exam by a Company Doctor
 3. Must have a minimum of grade 10 or higher if required by the Apprenticeship Branch.
 4. Must have no more than two written warnings or above on the employee's file in the previous twelve (12) months
- In the event of a tie, the apprenticeship is awarded to the most senior applicant by Plant seniority

Selection Committee

Comprised of:

- one (1) management employee
- two (2) union members (selected by the union), one of whom will come from the trade
- one (1) human resources department employee

They will have the responsibility to do the interviews, and assess related experience.

Section 4 Apprenticeship Agreement

- Each applicant accepted into the program shall, together with the Company, execute an Apprenticeship Agreement with the Apprenticeship and Tradesman Qualification Branch of the Province of Alberta.
- The Apprenticeship Tradesman Qualification Branch shall determine at what level an applicant fits into and that is the level at which an applicant will be placed.

Section 5 Probationary Period

- Applicants accepted into the Program shall be on probation for the first six (6) calendar months in the Program. An employee may be removed from the Program and his/her Apprenticeship Agreement cancelled during such probationary period for just cause, or upon the request of the Employee. If the employee ceases to be in the Program, he/she shall be returned to the job classification he/she left to join the Program and other employees who may be affected shall also be returned to their former jobs.

Section 6 Time Period

- An apprenticeship period shall normally take three (3) or four (4) years depending on the specific trade, subject to placement determination by the Apprenticeship Branch.

Section 7 Training

- The Company will schedule the necessary leave of absence for apprenticeship training as required, at recognized technical institutes.
- The employee's progress through a trade will be tracked on Progression Charts. These will be signed off by the apprentice and the supervisor.

Section 8 Removal From Program

- An employee may be removed from the Program and the Apprenticeship Contract cancelled for any of the following reasons:
 1. Just cause
 2. If an employee fails to take the training course when scheduled to take same, provided that failure to take such a course is not due to a cause beyond the Employee's control
 3. If an employee has more than two failures of the examinations during the apprenticeship cycle.
- In the event of an employee being removed from the Program, the employee will be returned to the job classification they left to join the Apprenticeship Program, and other employees who may be affected shall also return to their former jobs.
- Ability being sufficient employees temporarily displaced will be reassigned on the basis of seniority.

Section 9 Payment Rates

The following payment schedule will be utilized for the period that the apprentice is in training.

1 st Year of program	Improver Rate (labour pool employees remain at labour pool rate for 1 st year)	Job Group B
2 nd Year of program	Tradesman C	Job Group C
3 rd Year of program	Tradesman C+	Job Group D
4 th Year of program	Tradesman B	Job Group E
Successful completion of apprenticeship program	Tradesman A	Job Group G

Note: A year refers to the necessary accreditation of hours/education required before advancing to the next level.

MEMORANDUM OF AGREEMENT

Monday to Saturday Inclusive Schedule

In reference to the Monday to Saturday inclusive schedule, both parties agree on the following:

- In the case of Maintenance Department and while the Roofing Mill is on a 16 to 24 hour production mode a new schedule of work will be implemented.
- Implementation of the new schedule will result in the Maintenance Department working in three (3) teams, each team working alternatively, periods of a week of four (4) days, eight (8) hours per day, followed by a week of five (5) days, eight (8) hours per day, followed by a week of six (6) days, eight (8) hours per day. As a result each Maintenance employee participating in the above schedule will average forty (40) hours of work per week over a period of three (3) consecutive weeks.
- Saturday work will be paid at the rate of time and one half.
- Sunday work will be paid at the rate of two times.
- If additional manpower is required for Saturday it will be sought first from the team of five (5) days before calling on the team of four (4) days.
- The position of Afternoon Maintenance Man, Roofing Mill for the week will be filled from the team of five (5) days.
- Vacation impact will be resolved as the need arises with the co-operation of all personnel involved.
- Employees who were not scheduled but are notified during their regular work day or shift to attend to work during their day off will not necessarily be guaranteed eight (8) hours of work.
- During any prolonged scheduled shutdowns this Maintenance schedule may have to be altered.

LETTER OF UNDERSTANDING

RF2 Felt Line Rates

1. The parties agree employees performing work in the RF2 operation will be paid at the Job Group "A" rates outlined in Appendix A
2. In addition, the parties agree that a .25-cent premium will be paid to the individual responsible for collecting and coordinating the collection of the RF2 paperwork.
3. It is agreed that this premium will apply to the individual performing the task and will not affect the individual job Group "A" base rate.
4. It is agreed that the RF2 positions will not be posted as per clause 20.01 of the Collective Agreement.
5. The effective dates for the payment of the rates will be November 03,2003
6. Incumbents holding the above positions will only accrue plant seniority.

LETTER OF UNDERSTANDING**Roofing Mill Shift Schedule**

The Company and the Union agree that the Roofing Mill shift schedule may be occasionally adjusted outside of normal shifting for valid business reasons providing forty eight (48) hours advance notice has been given to the unit chair.

LETTER OF UNDERSTANDING

Between: Building Products of Canada Corp.
Edmonton Alberta

And: Unifor
Local 777

The following agreement pertains to a 3/3/4 12 hours per day shift rotation. If a designated holiday falls on a scheduled work week it will be paid at 12 hours. This will maintain a 40 hours per week pay average over the 3 week shift cycle. This agreement becomes effective January 1, 2013.

In regards to the Labour Agreement including Appendix A and the Letters of Understanding;

Signed this 5th day of October, 2017 at Edmonton, AB.

Unifor of Canada
Local 777

[Redacted Signature]

Dave Mugford

[Redacted Signature]

Kevin Negrey

[Redacted Signature]

Darryll Pederson

[Redacted Signature]

Daljit Cheema

[Redacted Signature]

Anthony Liao

[Redacted Signature]

Craig Cairns

[Redacted Signature]

Brian Campbell, Unifor National Rep.

Edmonton Plant

[Redacted Signature]

Jennifer Lalonde

[Redacted Signature]

Daniel Fillion

[Redacted Signature]

John Stromecky

[Redacted Signature]

Denis Lanciault
