

**COLLECTIVE AGREEMENT**

**B E T W E E N**

**INDALEX DIVISION OF INDAL LIMITED**

**- and -**

**UNITED STEELWORKERS OF AMERICA  
ON BEHALF OF ITS LOCAL 2729**

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THIS AGREEMENT made and entered into this 4th day of May, 1993.

B E T W E E N :

**INDALEX DIVISION OF INDAL LIMITED**  
(hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

**UNITED STEELWORKERS OF AMERICA**  
**ON BEHALF OF ITS LOCAL 2729**  
(hereinafter referred to as the "Union")

OF THE SECOND PART

**WHEREAS** the Ontario Labour Relations Board by certificate dated the 29th day of July, 1964, certified the Union as the bargaining agent for the employee: in the bargaining unit hereinafter described.

**NOW THEREFORE** this Agreement witnesseth that:

**ARTICLE I - PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for employees who are subject to the provisions of this Agreement.

**ARTICLE II - RECOGNITION**

**2.01** The Company recognizes the Union as the exclusive bargaining agent for all its employees at its Anodizing Plant in Metropolitan Toronto and for all its employees at its plant in the City of Mississauga save and except foremen, persons above the rank of foreman, office staff, sales staff, Summer students and off season students as outlined in Schedule B.

The Company further agrees that should any of the Company's operations that are in existence on the date this Agreement is signed and which are covered by this Collective Agreement be moved from Metropolitan Toronto to a location anywhere in Ontario, the employees affected will have the opportunity to move to such operation and the Company agrees to extend recognition to the Union as a bargaining agent for employees at such location.

**ARTICLE III - RELATIONSHIP**

**3.01** The parties hereto mutually agree that any employee of the Company covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

**3.02** The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of race,

colour, religious beliefs, national origin, sex, creed or age as defined in the Human Rights Code.

- 3.03** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Department Manager.
- 3.04** The Company will introduce each new employee within fifteen (15) working days of commencement of employment to his Union Steward, and the Local Plant Chairman or President where practical, who shall be allowed a fifteen (15) minute orientation period with the new employee in a suitable location on Company premises during the work day.
- 3.05** Indalex is committed to a policy of maintaining a work environment free from racial harassment. Each employee in the Bargaining Unit is equally committed to maintaining such an environment as a condition of continued employment at the facility. The Union on its own behalf is committed to this policy in its role in administering the terms of this Agreement.

For the purposes of this clause, "racial harassment" includes: engaging in course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, Supervisor, or a co-worker in the Bargaining Unit, which

disrespects or causes humiliation to a Bargaining Unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

It is understood and agreed, if the employee(s) proceeds with a complaint to the Human Rights Commission under the Ontario Human Rights Code, there can be no complaint or difference between the employee(s) and the Company for the purpose of a grievance arbitration under this Agreement with respect to the facts outlined in the complaint.

If the employee proceeds to process a grievance then the ultimate resolution of the grievance will be binding on the employee and the Union agrees not to support any complaint to the Human Rights Commission.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

01 The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the direction of the working force, the schedules of production, the methods and processes used, the right to decide on the number of employees needed by the Company at any time, and the right to use improved or changed methods, machinery and equipment, and jurisdiction over all operations, machinery, tools and employees at its plants are exclusively the responsibility of the Company. The Company

also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees. The Company shall endeavour to notify the Union prior to altering such rules and regulations. Any such rules and regulations shall not be inconsistent with the provisions of this Agreement.

**4.02** The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, lay off, recall, relieve from **duty** because of lack of work or other legitimate reasons, assign duties and rates, train, test and transfer employees and also the right of the Company to suspend, discipline or discharge any employees for just cause.

**4.03** In the exercise of its functions provided for in sections 4.01 and 4.02 of this Article, the Company shall not act in a way inconsistent with the provisions of this Agreement.

**4.04** Except in emergency conditions or for purpose of training, instructing, or experimenting, or where no regular employees with the required skills are immediately available, supervisor) employees will not work on any job normally performed by an employee in the bargaining unit.

#### **ARTICLE V - STEWARDS AND GRIEVANCE COMMITTEE**

**5.01** The Company recognizes the right of the Union to appoint or otherwise select six **(6)** stewards being one for each of the following department or group of departments:



Anodizing Department  
Fabrication Department  
Paint Line Department  
Shipping and Truck Drivin Department  
Maintenance Department  
Extrusion and Die Correction Department

**All** stewards and members of the Grievance Committee shall be regular employees of the Company during their term of office and shall have at least six (6) months' service with the Company.

In the absence of a steward on a department shift, a Committeeman will be recognized by the Company and the Union agrees to give notice to the Company of such Committeeman where possible.

**02** The Company further recognizes a Union Grievance Committee which shall be composed of **two (2)** of the stewards selected by the Union, and the Plant Chairman. One (1) steward should, if possible, be from the department in which the particular grievor works. If not possible, the appropriate shop steward will be added to the Committee. It is agreed by both parties that the Local Union President of Local 2729 will be part of this Committee provided he or she is an employee of Indalex.

**03** The Union will inform the Company in writing of the names of the stewards and of any subsequent change in the names of the stewards. The Company shall not be asked to

recognize any steward until such notification from the Union has been received.

**5.04 (a)** The privileges of stewards and members of the Grievance Committee to leave their work without loss of basic pay for the purpose of processing grievances is granted subject to the following conditions:

(1) The processing of grievances must be between the Union and the Management. An employee having a grievance may discuss it with his steward or a member of the Grievance committee during working hours upon the approval of the Department Managers or Foremen involved. Such approval shall not be unreasonably withheld.

(2) The steward or Grievance Committee member concerned shall obtain the permission of his foreman before leaving his work, and such permission shall not be unreasonably withheld.

(3) The time away from productive work shall be reported in accordance with the timekeeping methods of the department concerned.

(4) The Company reserves the right to limit such time if it deems the time taken to be excessive.

(5) The payment of stewards or members of the Grievance Committee for processing grievance shall not include time spent in proceeding before an arbitrator.

- .04 (b) The Company agrees that the Grievance Committee shall be paid at regular straight time hourly rates for all time spent in grievance meetings with the Company under the grievance procedure outside regularly scheduled hours of work.
- .05 Up to four (4) members of the Union Bargaining Committee will be compensated for time lost from their regular hours of work due to meetings held with Management for the negotiations of the renewal of this Agreement. This compensation will be at the employee's regular straight time hourly rate.

**ARTICLE VI - GRIEVANCE PROCEDURE**

- .01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- .02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) working days before the filing of the grievance, provided that where the circumstances giving rise to the grievance were not known to the grievor at the time of their occurrence, he may file such grievance within five (5) working days after they became known to him or after he should be reasonably deemed to have acquired knowledge of such circumstances.
- .03 Grievances shall be adjusted and settled as follows:

**Step No. 1:**

The aggrieved employee shall present his grievance orally or in writing to his foreman, or, if he has no foreman, to his immediate supervisor. He shall have the assistance of his steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within two (2) working days, (or another period of time which may be mutually agreed upon) the grievance may be presented as follows at any time within two (2) working days thereafter.

**Step No. 2:**

The aggrieved employee shall with his steward, present his grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Department Manager who shall consider it in the presence of the person or persons presenting same and render his decision in writing. Should no settlement satisfactory to the aggrieved employee be reached within two (2) working days, the next step in the grievance procedure may be taken at any time within two (2) working days thereafter.

**Step No. 3:**

If the grievance has not been satisfactorily settled by the foregoing procedure, the employee or his steward, with the approval of the employee may, within five (5) days after receipt of the Department Manager's answer appeal the grievance to the next step of the grievance procedure. In such case a meeting

between the Plant Manager or his designated representative, accompanied by others as either may choose, and the meeting shall be held within ten (10) days after the grievance is filed in this step. At this meeting, the employee may or may not be present as he chooses, but in either event he may at his option be represented by his steward, and if the steward so desires, the chief steward and the designated staff representative of the international organization of the Union, or either of them, may also be present. The Plant Manager or his designated representative shall advise the employee and his representatives of his disposition in writing within ten (10) days after such meeting.

- 04** If final settlement of the grievance is not completed within ten (10) days after the meeting referred to in Step No. 3 and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, the grievance may be referred in writing by either party to an arbitrator as provided in Article VII below, at any time within one (1) month thereafter, but not later.
- 05** It is understood and agreed that where an employee processes any grievance without the assistance of a steward or other representative of the Union, any settlement of such grievance shall not constitute a precedent to be used against the Union or the Company in any future grievance or arbitration.

- 6.06 The time allowance provided in this Article may be extended by mutual agreement between the parties in writing.
- 6.07 Where any difference arises directly between the Company and the Union relating to the interpretation, application or administration of this Agreement, such difference shall be treated as a policy grievance and shall be presented at Step Two in writing. This article shall not be used to replace the regular grievance procedure in Article 6.03 or to claim a remedy for an individual employee.

**ARTICLE VII - ARBITRATION**

- 7.01 When either party to this Agreement requests that a grievance be submitted for arbitration they shall make such request in writing addressed to the other party to this Agreement.
- 7.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator selected on a rotating basis from a panel of four (4) arbitrators:  
Dr. L.R. Betcherman            Mr. R. McLaren  
Mr. K. Burkett                 Mr. J.D. Samuels
- 7.03 Should any of the arbitrators constituting the above mentioned panel of arbitrators withdraw or resign from the panel, then the party who nominated the arbitrator who has withdrawn or resigned, shall forthwith submit to the other party of this Agreement, a list of four (4)

nominees from which shall be selected one (1) nominee to replace the arbitrator who has withdrawn or resigned.

- 7.04 The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. Should any arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passed over to the next in line.
- 7.05 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will jointly bear the expenses of the arbitrator on an equal basis.
- 7.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions hereof, or to deal with any matter not covered by this Agreement.
- 7.07 The decision of the arbitrator shall be final and binding on the parties.

**ARTICLE VIII - MANAGEMENT GRIEVANCES**

- 8.01 It is understood that the Management may at any time file a grievance with the staff representative of the Union and request a meeting with him to discuss any complaint with

respect to the conduct of the Union, its officers or committeemen, in its relationships with the Company or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union, and that if such grievance by the Management is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set forth in Article VI above.

**ARTICLE IX - DISCHARGE OR SUSPENSION CASES**

**9.01** In the event of an employee who has attained seniority being discharged from employment or suspended, he shall have the right to interview his steward for a reasonable period of time before leaving the plant premises. If the employee feels that an injustice has been done the case may be taken up as a grievance.

**9.02** All such cases shall be taken up within three (3) working days and disposed of within seven (7) working days of the date the employee is notified of his discharge or suspension, except where a case is taken to arbitration. A claim by an employee who has attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance, signed by the employee, is lodged with the Plant Management within three (3) working days after the employee is notified of his discharge. All preliminary steps of the grievance procedure prior to Step No. 1 will be omitted in such cases.



**9.03** Such special grievance may be settled by confirming the Management's action in dismissing the employee or by reinstating the employee in his former position with full seniority and compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or arbitrator, as the case may be.

**9.04** A grievance involving the suspension of an employee may be settled by an arbitrator by confirming the Management's action in regard to the suspension, by declaring that the suspension was unjust and awarding compensation to the employee for time lost, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.

**ARTICLE X - NO STRIKES, NO LOCKOUTS**

**10.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

**10.02** The Union further agrees that it will not involve any employee of the Company, or the company itself, in any dispute which may arise between any other employer and the employees of such other employer.

**ARTICLE XI - WAGES**

**11.01** During the lifetime of this Agreement, the Company agrees to pay and the Union agrees to accept, the scale of wages set forth in Schedule "A" hereto which is hereby made a part of this Agreement.

**11.02** The Company shall pay a premium rate of fifty cents (\$0.50) per hour for hours worked on the afternoon shift, and sixty (\$0.60) per hour for hours worked on the night shift. For the purpose of determining applicable shift differentials, and not as a limitation upon the Company's right to schedule nor a limitation upon the start of the work day or work week as defined in Section 12.02, any shift that starts at 6:00 a.m., or later, shall be considered the day shift and shall be paid no shift premium. Any shift that starts at 2:00 p.m. or later shall be considered the afternoon shift. Any shift that starts at 10:00 p.m. or later shall be considered the night shift.

**11.03** An employee regularly scheduled for an afternoon shift who completes his regular eight (8) hour shift and continues to work beyond the end of such shift shall be paid the afternoon shift premium for all consecutive hours so worked. An employee regularly scheduled for the night shift who completes his regular eight (8) hour shift and continues to work beyond the end of such shift shall be paid the night shift premium for all consecutive hours so worked.

An employee regularly scheduled for the day shift who completes his regular eight (8) hour shift and continues to work beyond the end of such shift shall be paid no shift premium.

**1.04** Shift premiums shall not be included in earnings for the purpose of computing overtime, but shall be paid in addition to the overtime rates.

**1.05** The Company agrees to have pay cheques available every Thursday of each week.

**RTICLE XII - HOURS OF WORK AND OVERTIME**

**2.01** The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**2.02** The normal work week shall consist of forty (40) hours per week, Monday to Friday inclusive. The normal work day shall consist of eight (8) hours per day.

Overtime at the rate of time and one-half (1 ½) the employee's regular rate of pay shall be paid for:

- (a) All work performed in excess of eight (8) hours per work day;
- (b) All work performed in excess of forty (40) hours per work week;
- (c) All work performed on Saturdays;

- (d) All work performed in twenty-four (24) hours other than his shift.

Overtime at the rate of double the employee's regular rate of pay shall be paid for:

- (a) All work performed on Sundays;
- (b) All work performed in excess of twelve (12) hours in a day from Monday to Friday;
- (c) All work performed in excess of eight (8) hours on Saturdays.

**12.03** The Company shall endeavour to schedule as many employees as possible in accordance with good operating procedures, to work on Monday through Friday schedule. Change from this schedule shall not be made arbitrarily. It is recognized that repair or maintenance work, continuous operations, breakdowns, power or equipment failure, shipping schedules, an availability of railroad cars, are examples of situations which may require deviation from such a schedule. The foregoing provisions shall not be construed as a requirement to schedule any employee to work at overtime or premium rates. Work schedules shall be posted on the Thursday before they are to become effective.

**12.04** In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provisions.

**2.05** The Company shall have the right to schedule overtime when in its discretion same is required. The Company will accept any legitimate reason for the refusal of any individual employee to work overtime on any particular occasion. If the Company does not schedule weekend overtime by the Thursday preceding such overtime, the performance of such overtime by employees will be considered voluntary.

**2.06** The Company shall make every effort to distribute overtime equitably among the employees who normally perform the work to be done. In applying this principle it is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime. It is also understood that the Company shall not be required to distribute overtime with any mathematical accuracy over any given period, and that no employee may base a claim for payment by reason of this section for any overtime not worked by him. The Company shall give notice of overtime work as far in advance as practicable.

Overtime worked and refusals shall be recorded by the Company and an updated list made available to the department steward on a monthly basis.

**2.07** An employee who is called in to work at other than his regular scheduled working hours shall be paid a minimum amount either equivalent to

pay for four (4) hours at his straight time rate, or equivalent to the overtime rate for the hours worked, whichever is the greater, provided however, that such minimum guarantee should not be applicable if the employee is called in for a period immediately preceding his regular scheduled working hours, or if he is called back to work before he has left the Company premises. When so called in, the employee is expected to perform any available work assigned for the full minimum call-in period, and if he leaves before the call-in period has expired, he will be paid only for the hours actually worked.

**12.08** Whenever an employee has been scheduled and notified to report for work and upon his arrival at the plant finds no work available in the occupation for which he was scheduled and notified to report, unless he has received reasonable notice not to report, he shall be paid for four (4) hours at his regular hourly rate of the occupation for which he was scheduled and notified to report, provided that in the case of night shift, employees shall be paid for six (6) hours. If he is offered other work for which he is physically fit for six (6) hours or more at the standard hourly wage rate of the occupation for which he was scheduled or notified to report and he refuses such work, he shall not be eligible to receive the ~~six~~ (6) hours' reporting pay provided for.

For the purposes of this Section, notification by telephone to an employee's home prior to the time an employee actually leaves home for work shall be considered reasonable notice whether or not it is personally received by the employee. If the employee does not have a listed telephone, he shall furnish the Company with a number which can be called for such purpose, and in such case notification to any person at the number so designated two (2) hours before an employee's scheduled starting time shall be considered notification to the employee. It shall be the responsibility of the employee to keep the Company advised of a reliable means of prompt communication with him.

**12.09** When an employee who has started work is laid off before he works a minimum of four (4) hours, he shall be paid at least four (4) hours at his regular hourly rate for the occupation on which he started to work, provided that in the case of night shift employees, such employees shall be paid for six (6) hours; it being understood, however, that in order to receive such minimum guarantee, he shall, if requested, perform any other work offered to him for which he is physically fit for the balance of the said minimum guarantee, provided that he is paid for such work at a rate at least equal to the rate of the occupation on which he started to work.

**12.10** The purpose of section 12.08 and 12.09 is to compensate employees for faulty scheduling and it shall not apply if the failure to supply work

to an employee is due to the fault or refusal of any employee covered hereby, or to a strike, stoppage of work in connection with a labour dispute, power or equipment failure, acts of God or other interferences with Company operations beyond the reasonable control of the Company.

**12.11** A twenty-five (25) minute paid lunch break will be given to all shifts in all departments. A paid five (5) minute wash-up period will also be given at the end of each shift.

**12.12** If an employee is required to work ten (10) consecutive hours or more, he shall be allowed eight dollars (\$8.00) for a meal and a ten (10) minute rest period.

**12.13** An employee who has worked his full shift without opportunity to take his lunch period will be paid time and one-half (1 ½) his regular hourly rate for this period.

**12.14** Employees may be requested to voluntarily attend team meetings called by Management before or after regular shift hours. These meetings will normally not last longer than fifteen (15) minutes and will be paid at straight-time rate.

**ARTICLE XIII - VACATIONS WITH PAY**

**13.01** Employees who have been steadily employed by the Company for a period of one (1) year prior to June 30 in any year shall receive two (2) weeks' vacation with pay at a time or times



convenient to the Company, and shall receive as vacation pay an amount equivalent to four per cent (**4%**) of their earnings during the twelve (12) months immediately preceding June 30, in any year.

**13.02** Employees who have been steadily employed by the Company for a period of five (5) years prior to June 30 in any year shall receive three (3) weeks' vacation with pay at a time or times convenient to the Company, and shall receive as vacation pay an amount equivalent to six per cent (6%) of their earnings during the twelve (12) months immediately preceding June 30, in any year.

**13.03** Employees who have been steadily employed by the Company for a period of ten (10) years prior to June 30 in any year shall receive four (4) weeks' vacation with pay at a time or times convenient to the Company, and shall receive as vacation pay an amount equivalent to eight per cent (**8%**) of their earnings during the twelve (12) months immediately preceding June 30, in any such year.

**13.04** Any employee who has been steadily employed by the Company for a period of more than eighteen (**18**) years prior to June 30 in any year shall receive five (5) weeks' vacation with pay at a time or times convenient to the Company, and shall receive as vacation pay an amount equivalent to ten per cent (10%) of their

earnings during the twelve (12) months immediately preceding June 30, in any year.

**13.05** Any employee who has been steadily employed by the Company or a period of more than twenty-five (25) years prior to June 30 in any year shall receive six (6) weeks' vacation with pay at a time or times convenient to the Company, and shall receive as vacation pay an amount equivalent to twelve per cent (12%) of their earnings during the twelve (12) months immediately preceding June 30, in any year.

**13.06** The term "earnings" as used in this Article shall include wages, overtime premiums, shift differentials and all payments for time actually worked, but shall not include payments *for* vacation pay received during the previous calendar year.

**13.07** An employee who leaves the employ of the Company before becoming entitled to a vacation as provided in this Article, shall receive in lieu thereof the amount provided for under the Employment Standards Act and the Regulations issued thereunder.

**13.08** Payment of all vacation pay shall be made by the second week in July.

**ARTICLE XIV - STATUTORY HOLIDAYS**

**14.01** Where any of the holidays enumerated in 14.02 of this Article falls on what would otherwise be a regular working day, or where any of the said

holidays fall on a Saturday or a Sunday and the day, or the day celebrated as a holiday in lieu thereof falls on what would otherwise be a regular working day, all eligible employees who have acquired seniority, or subsequently within six (6) months of such holiday acquire seniority shall receive payment for such holiday based on the number of hours they would normally have worked on such holiday multiplied by their regular straight time hourly rate.

**14.02** The Company recognizes thirteen (13) holidays as set out below:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Day before Christmas Day	Boxing Day

Additional floating holidays to be taken during a Christmas shutdown:

1993 December 29, December 30, December 31  
1994 December 28, December 29, December 30

**14.03** Where any of the holidays enumerated in 14.02 of this Article fall on a Saturday or Sunday, the Company shall observe the holiday on either the preceding Friday or the succeeding Monday.

**14.04** To be eligible for holiday pay, an employee must work the regularly scheduled work day immediately preceding such holiday and the regularly scheduled work day immediately

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following such holiday unless absent due to vacation, bereavement leave, jury duty, certified illness, layoff not exceeding three (3) weeks' duration prior to the holiday and three (3) weeks' duration after the holiday, and approved leave of absence.

**14.05** Where an employee is on vacation on the day on which the holiday falls, he shall be entitled to an extra day's holiday with pay or paid for the day in question. The employee must indicate his choice to his supervisor before his vacation begins.

**14.06** An employee who is eligible for statutory holiday pay in accordance with the above conditions and who performs work on any of the said paid statutory holidays shall be entitled to receive pay at two (2) times his basic rate for all hours **so** worked on such statutory holidays, in addition to his holiday pay. An employee not eligible for statutory holiday pay who performs work on any of the said paid statutory holidays shall be paid at **two** (2) times his basic rate for all hours **so** worked on such statutory holidays.

**ARTICLE XV - SENIORITY**

**15.01(a)** The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases in filling job vacancy, permanent transfer, lay off and recall after lay *off*, senior employees shall be entitled to preference.

(b) In recognition, however, of the responsibility of the Management for the operation of the plant, it is understood and agreed that in all cases referred to in 15.01 (a), Management shall have the right to pass over any employee if it considers that the employee does not have the ability and qualifications to perform the work within a three (3) working day trial period. The following classifications are exempted from trials: maintenance department, lead hands, truck drivers, press operators, anodizers, welders, painters and fork lift operators, set up persons, material co-ordinator, and die correctors unless there is proven experience.

The Company agrees not to use this consideration in an unreasonable manner.

Trials shall be limited to two (2) per job on any occasion. On recall the trial period is to be two (2) working days.

**15.02** An employee will be considered probationary for his first thirty (30) working days in a six (6) month period, and his employment and such termination shall not be subject to the grievance procedure. After thirty (30) working days' service in a six (6) month period, his seniority shall date back to a date thirty (30) working days prior to the date on which he completed his probationary period. Probation for Maintenance employees and Die Correctors shall be ninety (90) working days.

**15.03** Seniority shall terminate when an employee:

- (a) quits for any reason;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) has been on layoff for a continuous period of eighteen (18) months;
- (d) who has been on lay off for a continuous period of less than eighteen (18) months and who fails to notify the Company of his intention to return to work within three (3) working days after being notified by registered mail or by telegram to the last address he has recorded with the Company, and unless he actually returns to work within five (5) working days after he has been so notified;
- (e) fails to return to work immediately after the expiration of a leave of absence.
- (f) fails to report for work when scheduled to do so on three (3) consecutive working days or more without notice to the Company unless such failure to notify is for a reasonable bonafide excuse acceptable to the Company.

**15.04** An employee shall accumulate seniority under any of the following conditions:

- (a) while he is at work for the Company, after he has **completed** his probationary period as set out in Section 15.02;
- (b) absent due to layoff, sickness or accident;
- (c) during any absence due to written leave of absence.

- 15.05** An employee who does not qualify to accumulate seniority under Section 15.04 shall maintain his existing seniority unless and until he loses same pursuant to Section 15.03.
- 15.06** Committeemen and Union Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy shall be posted on the plant bulletin board for inspection. The list given to the Union shall contain the employee classification and the most current address on file with the Company. Seniority as referred to in this Agreement shall mean service in the employ of the Company and shall be on a plant wide basis.
- 15.07** Any employee who is transferred to a position outside the bargaining unit after the date of this Agreement, who is later transferred back into the bargaining unit, shall, on his return be credited with the seniority he held at the time of his exit, plus the time spent outside the bargaining unit to a maximum of thirty (30) days. The return of such a person will not result in a layoff of a bargaining unit member.
- It is further agreed that current staff who have transferred out of the bargaining unit and who return to the bargaining unit shall do so under the provisions of the Collective Agreement which was in effect at the time of the transfer out of the bargaining unit.
- 15.08** In case of an emergency such as breakdown of machinery, power failure, failure of raw material

supply, Acts of God, or temporary lack of orders, the Company may lay off any employee for a temporary period of up to two (2) weeks duration without regard to the seniority provisions of this Agreement. Any violation of this section by the Company or the Union shall be subject to the Grievance Procedure.

- 15.09** All vacancies for positions for more than one (1) month's duration, and newly created positions, shall be posted for three (3) working days on the bulletin board supplied for the Union's purpose. Any employee desiring the position posted shall make application to management within three (3) working days after the first posting of the said notice. Such vacancies shall be filled in accordance with Section 15.01. The Company may fill temporary vacancies without regard to Section 15.01 as long as the job of the person so transferred is not performed by another employee having less seniority. It is understood that Section 15.01 does apply to transfers of more than one (1) month's duration. The Company is not required to post the classification of labourer or production helper, however the Company agrees to maintain a standby list of interested personnel as per the Letter of Understanding re Labourer Stand-by List attached to this agreement.
- 15.10 (a)** In the event of a layoff due to lack of work, the Company agrees to give four (4) working days' notice of such layoff. In the event of a



layoff due to reasons other than lack of work, the Company agrees to give twenty-four (24) hours' notice of such layoff.

(b) The Local Union President or Plant Chairman shall be notified in advance of the names of any employees slated for layoff and shall review the seniority list and the expected duration of same.

**15.11** A list of the names of employees who are on layoff shall be posted on the bulletin boards and a copy given to the Local Union President and Plant Chairperson.

**15.12 Preferential Seniority**

The Local Union Plant Chairman and two Shop Stewards from the **Mississauga** plant and one (1) Shop Steward from the **Weston** plant shall have top **Plant-wide** seniority in case of layoff and shall be retained by the Company on work they are willing and able to perform. The Union shall supply a list to the Company with their names and positions.

**15.13** An employee who wishes to displace a junior employee must indicate his intentions to his immediate supervisor by noon on Thursday before the layoff. This indication shall be provided to the supervisor by the employee's steward.

**ARTICLE XVI - BULLETIN BOARDS**

**16.01** The Company agrees to provide the Union with bulletin boards in the plant for the purpose of

posting official notices and papers. It is agreed that notices must be authorized by the Company before posting on the bulletin boards.

**16.02** The Company and the Union desire every employee to be familiar with this Agreement and for this purpose the Company agrees to furnish each employee with a copy of this Agreement.

**ARTICLE XVII - HEALTH AND WELFARE**

**17.01** The Company agrees to provide the following Coverage for its employees and their dependents after a waiting period of thirty (30) working days employment.

The Company agrees to pay one hundred per cent (100%) of the cost of the following benefits:

(a) The Ontario Health Insurance Plan: semi-private hospitalization;

(b) \$30,000.00 Life Insurance for all employees;

(c) \$30,000.00 Accidental Death, Dismemberment or loss of sight benefit for all employees;

(d) Weekly non-occupational sickness and accident benefits on a 1-3-26 basis equivalent to UIC;

(e) Prescription Drug Plan (all prescriptions over \$0.35). In order to qualify for this drug plan benefit, an employee must have been employed for a period of three (3) months;

(f) Up to one hundred and fifty **dollars** (\$150.00) per employee every **two (2)** years for prescription and safety glasses.

**17.02** The Company agrees to pay one hundred percent (100%) of the premium cost to provide No. 9 Dental Plan, 1992, O.D.A. Fee Schedule. The Fee Schedule will be up-dated to the 1993 O.D.A. Fee Schedule in 1994.

In order to qualify for this benefit, an employee must have been employed for a period of three (3) months.

**17.03** Failure on the part of an insurance carrier to honour any legitimate claim under the insurance contract with the Company as set out in Article 17.01 (a), (b), (c), (d), (e) or Article 17.02 shall be subject to the grievance procedure and arbitration.

**17.04 Long Term Disability**

The Company agrees to pay one hundred percent (100%) of the premium cost of a Long Term Disability Plan, as set out in a Plan between the Company and Insurance Carrier. The Plan will feature a benefit based on sixty-six and two-thirds percent (66 2/3%) of wages to a maximum of \$1,400.00 per month. Eligibility for the benefit will commence at the conclusion of the 26th week period of Weekly Indemnity coverage.

**17.05 (i)** Except for weekly indemnity coverage, the Company shall continue to pay premiums for an

employee who is laid off for the two (2) months following the month of layoff.

(ii) The Company shall continue to pay premiums for employees who are absent from work because of sickness or accident for up to twelve months from the occurrence of the accident or sickness.

(iii) In consideration of the above level of benefits, it is agreed that the employee's share of any refund that may be receivable from the U.I.C. shall be transferred to the Company and applied against the cost of benefits.

**ARTICLE XVIII - SAFETY AND HEALTH**

**18.01 (a)** The Company and the Union agree that they mutually desire to maintain proper standards of safety and health in the plant in order to prevent as far as possible industrial injury or illness.

(b) The Company and its employees agree to abide by the Occupational Health and Safety Act and to assist understanding the Company will provide each employee with a handbook containing all of the provisions of the Act.

**18.02** The Company accepts its responsibility to make adequate and reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to co-operate in this regard with the Company by urging its members to adhere to all safety and health rules established by the Company.

- 18.03** The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company. The Committee shall meet monthly unless otherwise agreed. The function of the Committee shall be to promote safety and industrial hygiene in the plant.
- 18.04** The Company agrees to pay per annum one hundred percent (100%) of cost of one pair of safety boots selected from the list approved by the Joint Health and Safety Committee. A second pair of boots per annum will be provided on an as needed basis determined by the Co-chairs of the Joint Health and Safety Commission. In the case of new employees, they are required to provide their first pair of safety boots as approved by the Company but shall be reimbursed for the approved cost of this first pair by the conclusion of their first year.
- 18.05** In the event that any employee is injured in the performance of his duties and becomes physically handicapped as a result thereof, or in the event that an employee becomes afflicted by an occupational disease during the course of his employment and becomes physically handicapped as a result thereof, the Company shall attempt to provide the handicapped employee with such suitable employment as is available.

13.06 In the event that the Company requires an employee who has been absent due to sickness, accident or illness to provide the Company with a medical report, the Company agrees to reimburse the employee up to twenty (20) dollars for this report. It is understood that this clause does not apply to medical reports in connection with an application for weekly indemnity or LTD or a medical note.

For Truck Drivers, the Company agrees to pay the cost of the government required medical in connection with the Class A license.

**ARTICLE XIX - PAYMENT FOR INJURED EMPLOYEES**

19.01 (a) All employees injured in the Plant must report promptly the injury to the Foreman or Leadhand.

(b) An employee who is at work for the Company and who is injured while performing such work, to the extent that he must stop work and receive treatment at the plant, or away from the plant, shall be paid the earnings he would normally have earned for the remainder of that shift provided that this shall not apply if the employee received compensation for the time so lost under the Workers' Compensation Act.

19.02 The Company shall provide transportation by motor vehicle from the plant to the Hospital or medical unit and following treatment of the employee will provided transportation to either his home or the plant.

**ARTICLE XX - UNION SECURITY**

- 20.01** During the lifetime of this Agreement, the Company shall deduct from the pay of all employees who are covered by this Agreement weekly, such union dues, fees and assessments as prescribed by the Constitution of the Union.
- 20.02** The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following by cheque as directed by the Toronto Area Office, payable to the International Treasurer.
- 20.03** The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total statements shall also list the names of the employees from whom no deductions have been made and the reason why, along with any forms required by the International Union.
- 20.04** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 20.05** The Company agrees to provide the Union with an annual list of total dues deductions paid by each employee prior to February 1, each year, for the previous calendar year.

The Company further agrees to supply each employee with a T4 slip showing the amount of union dues paid for the previous calendar year.

ARTICLE XXI - BEREAVEMENT LEAVE

**21.01** When a death occurs in the immediate family of a permanent employee, he shall be granted not more than three (3) working days' leave of absence from his employment without loss of pay. Said leave of absence shall commence with the day of death and end with the date of burial, providing said employee uses said time for the purpose of arranging for and attending the funeral or church service for such deceased relatives. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, mother-in-law and father-in-law of the employee.

In the event of the death of an employee's grandparent, brother-in-law or sister-in-law such employee shall, upon notification to the Company be granted up to a maximum of one (1) day's leave of absence provided the employee uses such time for the purpose of attending the funeral or church service for such deceased relatives. It is further agreed that in the event that any or all of the leave of absence falls during the employee's regularly scheduled work days, the employee will be paid for his lost time.

In the event of a death of a member of the immediate family when the employee cannot attend an *out* of country funeral then the



Company is prepared to grant two (2) days compassionate leave with pay at the time of the funeral.

**ARTICLE XXII - LEAVE OF ABSENCE**

**22.01** Employees on written notice setting forth good cause, may be granted a leave of absence by the Company, without pay, for a period not to exceed one hundred and twenty (120) days. Such leave on like written notice setting forth good cause may be extended for a period not to exceed an additional ninety (90) days. Whenever a leave of absence or extension is granted, the employee shall be notified in writing. Due consideration shall be given to each request and such leave of absence shall not arbitrarily be denied, but the granting thereof shall be in the sole discretion of the Company. Leaves of absence shall be immediately cancelled and the employee required to return to work if it is determined he is being employed elsewhere or is engaged in self employment.

**22.02** Leave of absence for attending Union conventions and conferences, other than regular periodic meetings of the Union, shall be given to delegated members of the Union. Application will be made by the Union and approved by the Department Manager. Leaves of absence shall be limited to sixty (60) working days for any employee in any calendar year. Not more than two (2) employees from the Mississauga plant and one (1) employee from the Weston plant shall be granted leave at any

one time, and at least one (1) week's notice for such leave shall be given to the Company.

The Company agrees to continue to pay any employee absent from work on Union business and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. A leave of absence form must be completed and authorized by the Union and Company prior to any absence for Union business.

**22.03** The Company agrees to provide a sixteen (16) hour paid leave of absence to employees who wish to take the Canadian Citizenship test. This will be paid after proof is received by the Company that such person has applied for the test and received his Canadian Citizenship.

**22.04 Maternity Leave**

The Company agrees to grant unpaid maternity leave up to seventeen (17) weeks. The employee is to give two (2) weeks' notice in writing.

The Company further agrees that it will extend such period of leave, either before or after delivery, upon receipt of medical evidence supporting the need for such additional leave.

**22.05** The Company agrees to grant an employee leave of absence without pay for up to one (1) year to work in an official capacity for the Union provided such request is made by an authorized representative of the Union.

**22.06** The Company agrees to grant a **Leave** of Absence without pay for a period of three years to no more than one employee in the bargaining Unit who may be elected to a Full-time position with the local Union. All benefit premiums are to be paid by the Union.

**ARTICLE XXIII TRANSFERS AT COMPANY'S  
CONVENIENCE**

**23.01** An employee who is temporarily transferred to work in a classification having a higher rate of pay than the current classification of such employee shall be paid the rate of the higher paid job classification.

An employee who, for the convenience of the Company, is temporarily transferred to work in a classification having a lower rate of pay than the current job classification shall be paid the rate of his current classification.

**ARTICLE XXIV - CREDIT UNION**

**24.01** The Company agrees to deduct from the earnings of each employee who submits a voluntary check-off authorization, such amount as the employee has authorized to be transmitted on his behalf to the Toronto Steelworkers' Credit Union. The monies so deducted shall be transmitted to the Toronto Steelworkers' Credit Union together with the list showing the names of the employees for whom the deductions were made and the amount to be credited to the account of each employee. Such check-off authorization shall remain in

effect until it is revoked or changed by the employee.

**ARTICLE XXV - GENERAL**

**25.01** In the event a written warning or suspension is given to an employee, a copy will be given to the steward.

Written warnings shall be voided after one (1) year from the date of warning. In the event of a disciplinary suspension or demotion, the suspension or demotion shall be voided after two (2) years from the date of issue. The Company shall be disqualified from using all voided warnings as listed above in the grievance or arbitration procedure.

**25.02** Employees shall have access to their personal records at reasonable times under the supervision of Management.

**25.03** Whenever feasible, the Company agrees to rotate shifts every one (1) week in departments which require it. Prior to a change to such rotation, the Company agrees to discuss the change with the Union representative from that department.

**25.04** When the Company is considering contracting out work which is normally performed by employees in the bargaining Unit such that a lay-off occurs, the Company agrees to notify the Union in advance of its intention and if requested will meet with the Union to discuss

any alternative **suggestions** that the Union wishes to present.

**ARTICLE XXVI - PENSIONS**

**26.01** The Company agrees to be a participating Employer in the C.W.I.P.P. (Canada Wide Industrial Pension Plan) as defined in Section 2.03 of that Plan.

**26.02** The initial contribution commencement date is April 1, 1987. Contributions during the term of this Agreement will be made to the Canada Wide Industrial Pension Trust Fund, as set out below.

**26.03** The Company agrees to contribute to the fund amounts equal to fifty (50) cents per hour worked by employees in the bargaining unit. Such contributions will be made in accordance with Article IX of the Canada Wide Industrial Pension Plan.

**ARTICLE XXVII - JURY D U N OR DUTY AS A CROWN WITNESS**

**27.01** An employee who is called for jury duty or as a crown witness shall be compensated by the Company for the difference between payment received for such jury duty or as a crown witness and **the** payment he would have received for straight time hours he was thereby required to lose from his regular scheduled hours of work. The differential payment made in accordance with this Article shall only be made on presentation of documentary proof of a

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call to jury duty or as a crown witness, performance of jury duty or as a crown witness, and the payment received thereof.

Employees shall also give forty-eight (48) hours' prior notice to the Company that such leave is required and if temporarily excused from attendance at Court must report *for* work if a reasonable period of time remains to be worked on his shift in order to receive entitlement under this Article.

**ARTICLE XXVIII - TECHNOLOGICAL CHANGE**

**28.01** The parties to this Agreement recognize that change and improvements in the methods, processes and means of operating is desirable and shall therefore be encouraged. However, the parties also recognize that such substantial changes and improvements can have a far reaching effect on the job status of employees. For the purpose of this Agreement, technological change shall mean a significant change in methods, process and means of operating which result in a job redundancy. In the event of such technological change, the parties to this Agreement, agree to proceed on the following basis:

(a) When the Company introduces technological change, they shall meet with the Union Committee to discuss the installation, the number and classifications of employees affected by such change;

(b) In consultation with the Union, and subject to the provisions of this Agreement, the

Company shall provide on-the-job training opportunity up to one (1) month for employees whose jobs become redundant in order that such employees may become qualified to perform other bargaining unit jobs to which their seniority would entitle them. The training period may be extended to three (3) months if the Company believes this is needed.

**ARTICLE XXIX - INTERNATIONAL AID AND DEVELOPMENT**

**29.01** The Company agrees to deduct on a weekly basis ~~the~~ amount of not less than \$0.01 per hour from the wages of all employees in the bargaining unit for **all** hours worked and prior to the 15th day **of** the month following, to pay the amount so deducted to the "Humanity Fund" and **to forward** such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program or deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the local union of that employee's written statement

of his/her desire to discontinue such deductions from his/her pay which may be received during the four weeks ratification of this Agreement or at any time thereafter.

**ARTICLE XXX - MISSISSAUGA PLANT**

**30.01** The Union agrees that cross training in the extrusion department is beneficial to the efficient operation of the Mississauga plant and will co-operate with the Company's efforts to achieve this, The parties will meet as often as may be necessary to promote the needed co-operation.

**ARTICLE XXXI - TERMINATION**

**31.01** This Agreement shall become effective on the 12th day of January, 1993 and shall continue in effect UP to and including the 11th day of January, 1995.

**31.02** Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.

**31.03** If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraphs such negotiations shall commence not later than fifteen (15) days after such notice or so soon thereafter as is mutually agreed.

**31.04** If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of



the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

**INDALEX,**  
DIVISION OF **INDAL LTD.**

UNITED STEELWORKERS  
OF AMERICA ON BEHALF  
OF ITS LOCAL **2729**

Joe **Tomasik**

Bob Thompson

**David** Smith

**Caswell** Clayton

Dave **McCallen**

**Pappin** Walker

Bernie **Berrigan**

John **Pluta**

**Bill** North

Ron Wyatt

**SCHEDULE "A"**

**WAGE SCHEDULE**

**EXTRUSION**

Lead Hand	\$ 16.61
Press Operator	16.00
Asst. Press Operator	15.38
Fr. Stretch Operator	15.38
Ticker Writer/Saw Operator	15.38
Die Corrector L.H.	18.90
Die Corrector A	17.82
Die Corrector B	16.55
Die Handler	16.00
*Prod. Helper	13.03
Crane Operator/Lift Truck	15.38

**PAINT LINE**

Lead Hand	\$ 16.61
Painter	16.00
Mat. Handler/ Ticker Writer	15.38
"Prod. Helper	13.03
Crane Operator/Lift Truck	15.38

**ANODIZING**

Lead Hand	\$ 16.61
Anodizer	15.75
Head Racker/ Ticket Writer	15.38
*Prod. Helper	13.03

**SHIPPING**

Lead Hand	\$ 16.61
Tr. Trailer Driver	16.30
Box or Stake Tr. Driver	15.64
Crane Operator/Lift Truck	15.38
*Packer (Lab).	13.03

**MAINTENANCE**

Maint. Mechanic	\$ 17.82
Maint. Electrician	18.53
Electrical Technician "B"	20.42
Electrical Technician "A"	22.22
• Maint. Labour	13.03

**FABRICATION**

Lead Hand	\$ 16.61
Set Up Person	16.00
Mat. Co-ordinator	15.38
Welder	16.00
Machine Operator	15.38
• Production Helper	13.03
Jig Maker	16.00

Lump sum payments to employees as of ratification (March 13, 1993):

- i) \$300.00 lump sum payable within 30 days of ratification
- ii) \$300.00 lump sum effective January 12, 1994.

- All employees as of ratification, March 13, 1993, who work in the above noted classification will continue to receive \$15.03.

Truck Drivers will be allowed a seventy-five dollar (\$75.00) cash advance in accordance with agreed upon rules. Truck Drivers on a return trip to Montreal, shall be allowed a flat rate of two hundred and fifty-five dollars (\$255.00) to cover wages, meals and overnight accommodation. For each additional delivery in the Montreal area, the Company will pay an extra twenty-one dollars (\$21.00).

The Company agrees that if the tractor trailer driver on the Montreal run has to wait before unloading at the Montreal plant for over one (1) hour, then he will be paid at his straight time rate for his waiting time until unloading commences.

The starting rate for an employee in an above classification shall be one dollar (\$1.00) per hour less than the regular rate for that classification.

With reference to a new classification which is not included in Schedule "A", the Company and the Union agree to negotiate the appropriate rate of pay. If the parties are unable to agree to the rate, their dispute may be the subject of a policy grievance. The jurisdiction of any arbitrator dealing with such a dispute shall be confined to an appropriate rate

of pay based on internal comparison with other classifications in the bargaining unit.

Die Corrector "B" to be promoted to Class "A" Die Corrector on the successful completion of twelve **(12)** months' work in his classification.

**SCHEDULE "B"**  
**RULES REGARDING THE EMPLOYMENT OF**  
**STUDENTS**

**SUMMER STUDENTS**

1. Students employed by the Company during the period from the middle of May to Labour Day inclusive will be paid \$12.00 per hour on non-posted job classifications and \$1.00 per hour less than the starting rate for posted **job** classifications to which they may be assigned. The Company shall not be permitted to hire such students if there are bargaining unit employees on lay-off.
2. Students will not accumulate seniority during their period of employment and shall not have any recall or bumping rights.
3. Students shall not be eligible to receive Group Insurance or Pension Benefits during their term of employment.
4. Students shall not be required to pay initiation fees to the Union. However, they will be required to pay union dues as provided for in Article 20-Union Security.
5. Students shall not be asked or permitted to work overtime unless permanent employees in the classification in the department in which the student is assigned are unable or unwilling to work.

**OFF SEASON STUDENTS**

1. The Company may only employ a maximum of ten (10) students outside the middle of May to Labour Day period. Such students may only work on non-posted job classifications and will be paid at the rate of \$12.00 per hour. Employees on lay off will have preference at all times over such students.
2. Note that rules 2-5 above also apply to this classification of student.

**SCHEDULE "C"**  
**APPRENTICESHIPS**

1. There will be established apprenticeship programs for Maintenance Mechanics and Maintenance Electricians in accordance with the Ontario Ministry of Skills Development Regulations pertaining to Industrial Mechanic (Millwright) and Industrial Electrician.
2. The Maintenance Mechanic apprenticeship shall consist of four periods of related training and work experience training of 2,000 hours per period.  
  
The Maintenance Electrician apprenticeship shall consist of five periods of related training and work experience training of 2,000 hours per period.
3. Apprenticeship vacancies will be posted in accordance with the collective agreement.
4. The educational requirement for consideration to enter either Apprenticeship is a Grade 12 diploma (or equivalent) with Grade 12 technical Math.
5. Other selection criteria shall include mechanical/electrical aptitude, previous mechanical/electrical experience, job performance, and oral and written communication skills.



6. Apprentices will be required to sign a Contract of Apprenticeship with the Company and attend the required apprenticeship Community College courses.
7. The starting rate for both Apprenticeships will be the labour rate. Apprentices will continue to be paid the labour rate throughout the apprenticeship. Should the labour rate be less than the rate set out in the Regulations under the Apprenticeship and Tradesmen's Qualification Act for any period, then the higher rate will be paid **as** set out in the Regulations. Upon successful completion of the Apprenticeship, the employee will be paid the full rate of either the Maintenance Mechanic or Maintenance Electrician.
8. While attending the required Community College courses, the Company will pay the apprentice the difference between what the apprentice receives as an allowance from the Provincial Government and his regular weekly earnings
9. Time in attendance at Community College courses will be considered as time worked for the purposes of the collective agreement. For vacation pay purposes the apprentice's allowance from the Provincial Government for time in attendance at Community College courses shall be considered as "earnings".

10. If an apprentice fails to secure the required pass mark in a particular Community College course, he will be given the opportunity to attend the next available school term. A second failure will result in the removal from the apprentice program. Such employees will be entitled to other employment in the plant in accordance with Article 15.01 (a) of the collective agreement.
11. The Company will pay the cost of the apprenticeship registration fee.
12. In the event of a layoff due to a lack of work in other than the Maintenance Department, apprentices shall have preferential seniority and will not be displaced by a more senior employee from another department attempting to exercise a bump into an apprentice job.

Mr. Ron Wyatt  
Staff Representative  
United Steelworkers of America  
25 Cecil Street  
Toronto, Ontario  
M5T 1N1

Dear Mr. Wyatt:

**Letter of Understanding re Relocation**

If the Company and the employee agree that a relocation is necessary to maintain employment at the Mississauga plant, the Company will reimburse for resulting moving expenses to a maximum of two hundred and fifty dollars (\$250.00) per employee. This reimbursement is applicable only for a six (6) month period following transfer to the new plant.

**Letter of Understanding re Article 15.13**

The Company recognizes the desirability of posting the shift schedule for the following week with the notice of layoff and will endeavour to do so.

**Letter of Understanding re Article 18.04**  
**Safety Shoes**

This letter is to confirm the reference to a safety list in Article 18.04 means the list presented to the Union in negotiations on October 11, 1989. Any change to the list that may be necessary will be discussed at the Joint Health & Safety Committee and mutually agreed before implementation. It is understood that the replacement of an existing item because of lack of availability does not constitute a change to the list, but the Company will advise the Union.

**Letter of Understanding re Article 18.04  
Safety Shoes**

This letter will serve to confirm the parties agree to adopt the changes to the list of safety shoes as proposed by the Joint Health and Safety Committee in their memorandum to Joe Tomasik April 1, 1992.

It is further agreed that in cases where an employee **selects** No. 2 "Kaufman Kingtread UltraLight" highcut boot, Article 18.04 of the Collective Agreement is in effect amended and the employee will be entitled to one pair of boots only in any twelve (12) month period.

Employees who choose to select either No. 3 "Bee Jays" or No. 4 "Terra Ultra Light" are allowed up to a maximum of two (2) pairs in any twelve (12) month period upon proof of need.

Nothing in this letter of understanding will restrict the Joint Health and Safety Committee from its' role in making necessary amendments to the safety shoe list as provided for in Article 18.04 of the Collective Agreement.

**Letter of Understanding re Article 18.04  
(Clothing)**

The Company will supply and clean five (5) sets of work pants and shirts to all Maintenance Department employees.

The Company will supply all Anodizers in the Anodizing Department and Die Handlers in the Die Shop with three (3) sets of work pants and shirts.

The Company will supply all Lead Hands in the Anodizing Department with two sets of work pants and shirts.

The Company also undertakes to provide all Truck Drivers in the Shipping Department with uniforms. A committee will be established comprised of a representative of the Truck Drivers, a Union representative, the Shipping Manager or his delegate and the Human Resources Manager. Such committee will meet to discuss various styles and details of the supply of such uniforms.

**Letter of Understanding re Article 17.01(f)**

An employee working in a classification requiring prescription safety glasses, who has exhausted his entitlement under Article 17.01(9), may purchase an additional pair of lenses and/or frames if his prescription safety glasses become excessively worn or broken provided he **has** written approval from the Human Resources Manager. The cost of such replacement lenses and/or frames shall not exceed \$75.00



**Letter of Understanding re Schedule "C"**  
**Apprenticeships**

The Company confirms that all existing maintenance mechanics are deemed to be fully skilled maintenance mechanics who will:

- (a) be paid the same rate of pay as maintenance mechanics who have successfully completed the industrial mechanic (millwright) apprenticeship program, and,
- (b) not **be** laid off from work before a more junior apprentice or maintenance mechanic who has completed the apprenticeship program.

**Letter of Understanding re Production  
Helper-Paint Line and Article 15.01**

With the view of averting future misunderstandings over the requirements of the Production Helper jobs located at the front end of the Paint Line, this letter will confirm our agreement that the job incorporates the following **tasks:** hooking, racking, packing, loading and utility work which are to be performed on a rotation basis.

Where an employee requests to exercise a bump or is recalled from layoff and desires to occupy the aforementioned job, his/her request will be approved provided he/she has the ability and qualifications to perform all the tasks outlined above within the prescribed trial period.

### **Letter of Understanding re Montreal Run**

In order to resolve the concerns raised by the Union with respect to the "Montreal run" by the tractor trailer drivers, the Company agrees to the Union's proposal to amend Schedule "A" by **excluding** the cost of meals and overnight accommodations from the flat rate.

More specifically, in addition to the flat rate, the Company will reimburse the tractor trailer driver for motel and meal expenses up to the limits approved by the Company provided receipts are submitted.

It is understood and agreed that meals and overnight accommodations will only be paid for by the Company when a complete return trip in one day is not possible because of Ministry of Transport regulations. Prior supervisory approval is also required.

It is also understood and agreed that the flat rate covers the entire trip to and from Montreal regardless of the trip duration and that the driver will be available for work at the commencement of his regularly scheduled shift the following day unless an extension *is* authorized by the driver's supervisor.

**Letter of Understanding re Training (Paint  
Line and Extrusion)**

This letter will apply to Extrusion Department and the Paint Department.

In order to give employees the opportunity of becoming qualified to exercise bumps and promotions, the Company will make reasonable efforts dependent on business conditions, to provide training opportunities, provided there are *no* more than *two* training opportunities at any one time for the purposes of cross-training on the following jobs: Assistant Press Operator, Stretcher Operator, Ticket Writer, Saw Operator, Paintline Hooker & Racker. Accordingly, this training will require a commitment from employees to remain placed on the job for a period of time up to sixteen (16) weeks. The duration of training and total number of employees trained per year will depend on individual job requirements and business conditions as determined by the Company. If, after the sixteen week period the employee wishes to return to his previous posted position, he/she may do so after expressing this desire in writing to the Company.

A notice will be posted requesting employees to submit an application to the Human Resource Department if they desire to be considered for such training. The training opportunities will be first offered among those employees who have

submitted application and will normally be allocated in accordance with Article 15.01 (a) and (b) of the Collective Agreement except as otherwise agreed between the Company and Union. Employees performing such training will only be permitted to displace junior employees in any of the aforementioned classifications in order to secure a training opportunity.

During the training period, if the Company determines that the employee is not suitable, the training period will end and the employee will return to their pre-training position. If, due to business conditions, the Company requires the services of a fully trained employee, the junior qualified employee will be transferred and utilized for a period up to sixteen (16) weeks or until a suitable replacement has been trained.

The Company and Union agree to work together to administer, coordinate, and implement all plant training and that any time spent participating in such agreed to training activities will be paid at the employees straight time rate.

**Letter of Understanding re Article 15.09**  
**(Labourer Stand-by List)**

Employees who desire to be considered for the classification of labourer or production helper will notify the Human Resource Manager of their desire in writing. A copy of this notification will be provided **to the** Plant Chairperson.

The Company will place these employees on a stand-by list for these positions.

When a vacancy occurs in one of these positions the Company will first consider employees on the stand-by list. Subject to the operational needs of the business the Company will fill the vacancy in accordance with Article 15.01 (a) & (b) prior to any other method of filling the vacancy.

### **Letter of Understanding re Relationship Committee**

A Labour-Management Relationship Committee shall be established consisting of three (3) representatives appointed by the Company and three (3) employees appointed by the Union. The Committee shall meet once a month. Time spent by employees in Committee meetings shall be considered time worked and will be compensated at straight time rates of pay.

The purpose of this Committee will be to discuss matters of mutual concern arising from the administration of the Collective Agreement and to improve communications between the parties.

Items for discussion include, but are not limited to, workforce reduction issues and workplace reorganization issues. The Committee will share relevant information and assist in achieving a better understanding and cooperative approach to workplace issues.

The Committee will be co-chaired by an employee representative and a Company representative. The Staff Representative of the Union will be allowed to participate in meetings of the Committee at the request of either party.

**Letter of Understanding re Canada Savings  
'Bonds**

This letter will confirm that Indalex will offer its active permanent hourly employees the opportunity to purchase Canada Savings Bonds through Payroll deductions subject to the following conditions:

- 1.** In the case of a short term absence (i.e. no regular earnings) upon returning to work, the employee agrees to double up their weekly deduction until this arrears have been cleared.
- 2.** In the case of a long term absence or termination the employee will cancel their Canada Savings Bond and a refund will be issued for their deductions.
- 3.** It is understood that when an employee signs up for a Canada Savings Bond, they will fulfil their obligation as per the Agreement to purchase and under no circumstances will an employee be permitted to withdraw from this agreement.

The Canada Savings Bond service will be offered to employees in the future provided employees adhere to the aforementioned terms. The decision to continue this service is at the sole discretion of the Company.



**Letter of Understanding re Article 26.03**

Effective January 12, 1993 hours lost from work, as the result of absences due to Union business will be considered as hours worked for the purposes of Article 26.03.

J. M. Tomasik  
General Manager