

Collective Agreement

between

Indalex Aluminium Solutions,
Div. of Indalex LTD

and

United Steelworkers of America
Local 9042

Begins:
01/12/2003

Terminates:
01/11/2006

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THIS AGREEMENT made and entered into this 14th day of February 2003

BETWEEN

**INDALEX ALUMINUM SOLUTIONS,
DIVISION OF INDALEX LIMITED**

(hereinafter referred to as the "Company")

- and -

**UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITS LOCAL 9042**

(hereinafter referred to as the "Union")

WHEREAS the Ontario Labour Relations Board by certificate dated the 29th day of July, 1964, certified the Union as the bargaining agent for the employees 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 all 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 plant in the City of Mississauga save and except foremen, persons above the rank of foreman, office staff, sales staff, and 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 the City of Mississauga 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 shall become and remain a member of the Union as a condition of employment.

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 in any labour organization. The terms and conditions of this Collective Agreement shall be interpreted and administered by the Company and the Union without discrimination and/or harassment against any employee contrary to the Human Rights Code (Ontario).

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. The Local Plant Chairperson or his designate shall be allowed a thirty (30) minute orientation period with the new employee/s in a suitable location on Company premises during the time that the company conducts their orientation.

3.05 The company is committed to a policy of maintaining a work environment free from harassment under the Human Rights Code. 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.

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

If an employee proceeds to process a grievance under this Article, the ultimate resolution of the grievance is binding on the parties.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 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 purposes of training, instructing, or experimenting, or where no regular employees with the required skills are immediately available, supervisory employees will not work on any job normally performed by an employee in the bargaining unit. The Company shall make every effort to call in qualified employees from the department to perform the paid work.

ARTICLE V - STEWARDS AND GRIEVANCE COMMITTEE

5.01 The Company recognizes the right of the Union to appoint or otherwise select eight (8) stewards.

All stewards and members of the grievance committee shall be regular employees of the Company and shall have completed their probationary period.

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

5.02 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 Chairperson and Recording Secretary. 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 Plant Chairperson of Local 9042 will be part of this Committee provided he or she is an employee of Indalex Aluminum Solutions, Division of Indalex Limited.

5.03 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 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 grievances shall not include time spent in proceedings before an arbitrator.

(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.

5.05 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

6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.02 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.

6.03 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 any other 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.

6.04 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.

6.05 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:

Dana Randall	Mr. Michel Picher
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 committee member, 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 VII above.

ARTICLE IX - DISCHARGE 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 a steward and/or Union Representative 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, 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 Manager or designate within three (3) working days after the employee is notified of his discharge. The Union will be notified of the name of the Plant Manager's designate on a current basis. All preliminary steps of the

grievance procedure prior to Step No. 3 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-five cents (\$0.65) 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.

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

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

ARTICLE XII - HOURS OF WORK AND OVERTIME

12.01 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.

12.02 (a) 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.

(b) Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for:

- (i) All work performed in excess of eight (8) hours per work day;
- (ii) All work performed in excess of forty (40) hours per work week;
- (iii) All work performed on Saturdays;
- (iv) All work performed in twenty-four (24) hours other than his shift.

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

- (i) All work performed on Sundays;
- (ii) All work performed in excess of twelve (12) consecutive hours;
- (iii) 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 a Monday through Friday schedule. Changes 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, and 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 Wednesday 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.

12.05 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.

12.06 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. In addition the company shall provide the union upon request, the date and time the company tried to make contact with an employee by means of telephone records or any other method, in order to prove that such an attempt was made to contact an employee.

12.07 An employee who is called in to work at other than his regular scheduled working hours shall be paid a minimum amount equivalent to pay for four (4) hours at his straight time rate, 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 or notified to report for work and upon his arrival at the plant finds no work available in the occupation for which he was scheduled or 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 on the occupation for which he was scheduled or 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. The company will give two (2) ten (10) minute breaks to all shifts in all departments. These breaks will be scheduled so that production equipment continues to operate. A paid five (5) minute wash-up period will also be given at the end of each shift.

12.12 Effective January 12, 2003, if an employee is required to work ten (10) consecutive hours or more, he shall be allowed ten dollars and fifty cents (\$10.50) as a meal allowance 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 -1/2) 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.

12.15 All time spent in classroom training from Monday to Friday will be paid at straight time rates. It is further agreed that all such training will be on a voluntary basis if it is outside the employee's normally scheduled hours of work. This provision does not apply to on-the-job training which will be paid at the applicable rate of pay.

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 for 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. The Company agrees that accrued vacation pay will be shown on the employee's pay stub.

13.09 All vacation requests by employees for the period from June 1 to September 30 shall be filed by March 15 in each year. The Company will approve and post the vacation schedule for this period by April 15 in any year.

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	Day before Christmas Day
Christmas Day	Boxing Day
3 Floating Holidays during Christmas Shutdown	

The Canada Day holiday and Christmas period holidays will be as follows:

YEAR	HOLIDAY	DAY IT FALLS ON	DATE TO CELEBRATE
2003	Canada Day	Tuesday	Monday, June 30, 2003
	Christmas Eve	Wednesday	Wednesday, Dec. 24, 2003
	Christmas Day	Thursday	Thursday, Dec. 25, 2003
	Boxing Day	Friday	Friday, Dec. 26, 2003
	Floater 1		Monday, Dec. 29, 2003
	Floater 2		Tuesday, Dec. 30, 2003
	Floater 3		Wednesday, Dec. 31, 2003
	New Year's Day	Thursday	Thursday, Jan. 1, 2004
2004	Canada Day	Thursday	Friday, July 2, 2004
	Christmas Eve	Friday	Friday, Dec. 24, 2004
	Christmas Day	Saturday	Monday, Dec. 27, 2004
	Boxing Day	Friday	Tuesday, Dec. 28, 2004
	Floater 1		Wed., Dec. 29, 2004
	Floater 2		Thurs., Dec. 30, 2004
	Floater 3		Fri., Dec. 31, 2004
	New Year's Day	Saturday	Monday, Jan. 3, 2005
2005	Canada Day	Thursday	Friday, July 1, 2005
	Christmas Eve	Friday	Friday, Dec. 23, 2005
	Christmas Day	Saturday	Mon., Dec. 26, 2005
	Boxing Day	Friday	Tues., Dec. 27, 2005
	Floater 1		Wed., Dec. 28, 2005
	Floater 2		Thurs., Dec. 29, 2005
	Floater 3		Friday, Dec. 30, 2005
	New Year's Day	Saturday	Monday, Jan 2, 2006

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 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 basic training period of not less than three (3) working days worked but not more than seven (7) working days. A person who is the successful candidate for a job opportunity under this article is not eligible for another job opportunity until the employee

has completed two (2) months of work in their current position. Further, should any employee be the successful candidate to a job opportunity on four occasions in any calendar year, such employee will not be eligible for any further job opportunity in such calendar year. If an employee is not successful during the basic training period the attempt will not count as a successful posting. If the Company determines that it will pass over the employee during the first two months of work in the position, this period of work will not count as a successful posting for the purposes of this provision. The following classifications are exempted from basic training periods: maintenance department classifications; lead hands; truck drivers; welders; set up persons; and die correctors unless there is proven experience. The Company agrees not to use this consideration in an unreasonable manner. Basic training periods shall be limited to two (2) per job on any occasion. On recall the trial period is to be two (2) working days.

(c) In the event new employees are hired on the same date, seniority will be established based on alphabetical order of the surname.

(d) In order for an employee to be eligible for a Basic Training period in the Press Operator classification, such employee must have proven experience as an Assistant Press Operator.

15.02 The probationary period for all employees shall be six hundred (600) hours worked except for Maintenance employees and Die Correctors which shall be seven hundred and twenty (720) hours. All references to waiting periods in article 17 will now refer to successful completion of the probationary period. An employee's probationary employment and its termination shall not be subject to the grievance procedure. After the completion of the probationary period, seniority, in the case of all employees except maintenance employees and Die Correctors, shall date back to a date six hundred (600) hours worked and, for Maintenance employees and Die Correctors, to a date seven hundred twenty (720) hours worked, prior to the date on which he completed his probationary period. Probationary employees as of February 16, 2003, continue under

the provisions of the collective agreement which expired on January 11, 2003.

The termination of a probationary employee shall be deemed to be for just cause. An arbitrator or arbitration board shall be limited in any review of management's sole discretion to terminate a probationary employee to a determination of whether the Company has breached the "no discrimination" provisions of Article 3.02 in its termination of the employee and, if so, to determine the appropriate remedy.

For the purpose of determining hours worked, it is understood and agreed, that hours paid to employees working on a continuous shift operation, shall be considered as hours worked.

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 courier 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 bona fide 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 Committee members and Union Stewards will be issued an up-to-date seniority list on a monthly basis. A copy shall be posted on the plant bulletin board for inspection. An additional list given to the Union every three months shall contain the employee's classification and rate of pay, the most current address and phone number on file with the Company, probationary employees and also students shall be shown on the list. 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, within a three (3) month period, shall only be able to return as a new employee to any available vacancies within the bargaining unit. 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 one (1) week in 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 (a) 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 provision which follows.

(b) 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) and 15.01 (b) prior to any other method of filling the vacancy.

(c) In the event of a temporary job vacancy which is expected to be in excess of thirty (30) days, due to illness, injury or other medical reasons, educational leave or leave under Article 22,

such vacancy will be posted as a temporary job in the same manner as a permanent vacancy and filled in accordance with Article 15.01. During the first twenty-four (24) months of his absence the employee will be reinstated to his job on his return to work and the employee who has filled the temporary vacancy will return to his former job. In the event the absent employee becomes capable of returning to his job subsequent to twenty-four (24) months from the date of his absence, he will be reinstated to his job provided he has sufficient seniority to do so. Otherwise he will be reinstated to a position in accordance with Article 15.01.

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 Plant Chairperson 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 Plant Chairperson.

15.12 Preferential Seniority

The Local Union Plant Chairperson and three Shop Stewards 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 Wednesday before the layoff. This indication shall be provided to the supervisor by the employee's steward. 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.

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 which the Union will distribute.

ARTICLE XVII - HEALTH AND WELFARE

17.01 The Company agrees to provide the following coverage for its employees and their dependents after the successful completion of probationary period.

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) Life Insurance coverage amounts and effective dates are as follows:

Contract Year	Life Insurance Amount
January 12, 2003	\$44,000
January 12, 2004	\$45,000
January 12, 2005	\$45,000

- (c) Accidental Death, Dismemberment or loss of sight benefit for all employees amounts and effective dates are as follows:

Contract Year	A.D. and D. Annual Benefit
January 12, 2003	\$44,000
January 12, 2004	\$45,000
January 12, 2005	\$45,000

- (d) Weekly non-occupational sickness and accident benefits on a 1-3-26 basis (sixty-six and ~~two~~ thirds percent [66-2/3%] of straight-time hourly earnings).
- (e) Prescription Drug Plan (all prescriptions over \$0.35). In order to qualify for this drug plan benefit, an employee must have successfully completed his/her probationary period.
- (f) The Company agrees to provide prescription glasses to those employees requiring same. The amount of the Company's contribution is as follows:

January 12, 2003	\$260.00
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The employee may use the entire amount or any portion thereof on behalf of his family.

- (g) The Company agrees to provide prescription safety glasses of a type approved by the Company, to those employees requiring same. The amount of the Company's contribution is the same as set out above.
- (h) An employee working in a classification requiring prescription safety glasses, 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 Resource Manager. The cost of such replacement lenses and/or frames shall be covered by the Company as specified above.

17.02 The Company agrees to pay one hundred percent (100%) of the premium cost to provide No. 9 Dental Plan. The O.D.A. Fee

Schedule will be up-dated based on a one year lag in each year of the contract.

Contract Year	ODA Fee Schedule
2003	2002 ODA fee schedule
2004	2003 ODA fee schedule
2005	2004 ODA fee schedule

In order to qualify for this benefit, an employee must have successfully completed his/her probationary period.

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. Effective January 12, 2003, the Plan will feature a benefit based on sixty six and two thirds percent (66 2/3%) of wages to a maximum of \$1,900.00 per month; effective January 12, 2005, the maximum benefit per month will increase to \$2,000.00. 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 an employee who is absent from work because of sickness or accident or on maternity/parental leave for up to twelve months from the Occurrence of the accident, sickness or maternity/parental leave. In the case of an absence due to sickness or accident the premium for

the Prescription Drug Plan and the Dental Plan will be continued for up to two years from the initial 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 Employment Insurance shall be transferred to the Company and applied against the cost of benefits.

17.06 An employee who has attained age sixty (60) and who chooses to retire prior to age sixty-five (65) will have the drug and dental benefits referred to in this Article continued to age sixty-five (65).

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. An updated copy of the Act will be provided to all stewards and committee members and will be made available in all departments.

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 (the "Committee") consisting of not more than four **(4)** members elected or appointed by the Union and

not more than four **(4)** 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.

- (a)** In addition to the above, the Committee shall investigate promptly all accidents and any unsafe conditions and practices which may be reported to it. Such investigation shall include accidents which might have caused injury to a worker, whether or not such injury occurred.
- (b)** At the monthly meeting, they shall discuss all accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.
- (c)** The Committee shall keep all records of investigations, inspections, complaints, recommendations, together with minutes of meetings. The minutes shall include what action has been taken with respect to suggestions and recommendations previously made, and if no action has been taken, the reasons therefore shall be given.
- (d)** The Union Chairperson of the Committee shall have the right to accompany any and all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (e)** Accidents, injury and occupational illness records shall be kept by the Company and shall be made available to the Committee. These records shall include all reports required by the Department of Labour under the Occupational Health and Safety Act and the Union. The Company also agrees to make available to the Union Committee, upon request, the trade name and/or technical descriptions including chemical analysis of

any compounds and substances used in the plant.

- (9) Upon the employee's consent or the consent of a family member if necessary, the Company agrees to supply the Plant Chairperson or his designate with a copy of each Form 7 within five (5) working days of the filing.
- (g) the Union's Health and Safety Committee shall be allowed at least one (1) hour's preparation time with no loss of pay prior to the Committee meeting.

18.04 The Company agrees to pay one hundred percent (100%) of the 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 Committee. 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.

18.06 In the event that the Company or an Insurance Carrier requires an employee who has been absent due to sickness, accident or illness to provide the Company or Insurance Carrier with a subsequent medical report, the Company agrees to reimburse the employee the total amount 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 Licence.

18.07 For employees in the Maintenance Department, the Company agrees to replacement at equal value for tools that are broken or worn in the course of Maintenance Department work.

18.08 The Company has agreed to two (2) certified workers at the Mississauga plant.

Early and Safe return to Work Committee

18.09 The Company and the Union shall maintain an Early and Safe Return to Work Committee. The Committee shall be comprised of not more than three (3) members selected by the Union and not more than three (3) members appointed by the Company. The Committee shall meet as needed.

The function of the committee is to meet and make recommendations to the Company and the Union and to ensure Early and Safe Return of employees to the workplace.

The Committee shall make recommendations to the Company on ways to improve the current Early and Safe Return to Work Policy. The Company shall provide the necessary resources and education to ensure the effectiveness of the Committee.

ARTICLE XIX - PAYMENT FOR INJURED EMPLOYEES

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

(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 Workplace Safety & Insurance Board.

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 be provided transportation to either his home or the plant.

ARTICLE XX - UNION SECURITY

20.01 The company agrees that all employees shall become and remain members of the Union as a condition of their continued employment.

20.02 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

20.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

20.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (b) A list of the names of all employees from whom no deductions have been made and reasons;
- (c) This information shall be sent to both Union addresses identified in Article 20.02 in such form as shall be directed by the Union to the Company.

20.05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

20.06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous 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, spouse, son, daughter, mother-in-law and father-in-law of the employee.

In the event of the death of an employee's foster and step-parents, son-in-law, daughter-in-law, grandchildren, 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 a funeral outside of Ontario 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.

Up to two (2) employees at any time may be granted a leave of absence without pay or benefits for a period of one year for the purpose of obtaining job-related education. Seniority will continue to accumulate during this leave of absence.

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 five (5) employees in total shall be granted leave at any one time and not more than one (1) employee from any department shall be granted leave at any one time with the exception of the Extrusion Department where not more than two (2) employees may be absent at any one time under this provision. The Union shall provide the Company with at least one (1) week's notice for a leave of absence under this provision and the Company will respond to the Union's request in writing within three (3) days of receipt of the request.

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 and Parental Leave

The Company agrees to grant unpaid maternity leave and unpaid parental leave in accordance with the provisions of the Employment Standards Act.

The Company will top up E.I. payments to 66-2/3% of the employee's straight time rate for an employee on maternity leave or parental leave under the Employment Standards Act.

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.

22.07 The Company agrees to reimburse employees selected by the Union for paid educational leave to a maximum of ten (10) normal working days in total which are lost from work by such employees due to such leave.

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 current Credit Union, Cangeco. The monies so deducted shall be transmitted to the Cangeco 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 and the Plant Chairperson.

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.

No discipline shall be imposed on any employee where the circumstances giving rise to it occurred or originated more than thirty (30) calendar days, provided that where the circumstances giving rise to the discipline were not known to the company at the time of the occurrence.

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.

25.05 Whenever the masculine form is used in this Collective Agreement, the feminine form shall also apply where the context so requires.

ARTICLE 26 - 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 Effective January 12, 2003, the Company's contribution to the fund shall be eighty-four cents (84¢) per hour worked by employees in the bargaining unit. Effective January 12, 2004, the Company's contribution to the fund shall be eighty-eight cents (88¢) per hour worked by employees in the bargaining unit. Effective January 12, 2005, the company's contribution to the fund shall be ninety-two cents (92¢) 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.

YEAR OF CONTRACT	HOURLY CONTRIBUTION
January 12, 2003	84¢ per hour
January 12, 2004	88¢ per hour
January 12, 2005	92¢ per hour

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

ARTICLE XXVII - JURY DUTY 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 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 2003 and shall continue in effect up to and including the 11th day of January 2006.

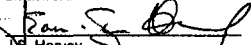
31.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.

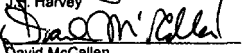
31.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraphs such negotiations shall commence not later than fifteen (15) days after such notice or so soon thereafter as is mutually agreed.

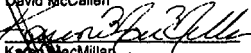
31.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

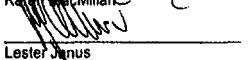
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

INDEX ALUMINUM SOLUTIONS
Division of Indalex Limited


Ian Harvey


David McCallen

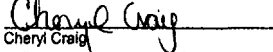

Keith MacMillan

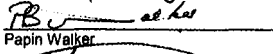

Lester Janus

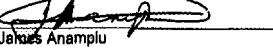
UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITS LOCAL 9042


Peggy McComb


Albert Marki


Cheryl Craig


Papin Walker


James Anampulu

SCHEDULE "A"
WAGE SCHEDULE

CLASSIFICATION	1/12/02	1/12/03 3%	1/12/04 3%	1/12/05 3%
EXTRUSION				
Lead Hand	\$20.51	\$21.13	\$21.76	\$22.41
Press Operator	\$19.74	\$20.33	\$20.94	\$21.57
Asst. Press Operator	\$19.01	\$19.58	\$20.17	\$20.77
Fr. Stretch Operator	\$19.01	\$19.58	\$20.17	\$20.77
Ticker Writer/Saw Operato	\$19.01	\$19.58	\$20.17	\$20.77
Die Corrector L. H.	\$23.34	\$24.04	\$24.76	\$25.50
Die Corrector "A"	\$22.00	\$22.66	\$23.34	\$24.04
Die Corrector "B"	\$20.45	\$21.06	\$21.70	\$22.35
Die Handler	\$19.74	\$20.33	\$20.94	\$21.57
Crane Operator/Lift Truck	\$19.01	\$19.58	\$20.17	\$20.77
Production Helper	\$16.09	\$16.57	\$17.07	\$17.58
Housekeeping	\$16.09	\$16.57	\$17.07	\$17.58
PAINT LINE				
Saw Operator	\$19.01	\$19.58	\$20.17	\$20.77
Lead Hand	\$20.51	\$21.13	\$21.76	\$22.41
Painter	\$19.74	\$20.33	\$20.94	\$21.57
Material Handler	\$19.01	\$19.58	\$20.17	\$20.77
Ticker Writer	\$19.01	\$19.58	\$20.17	\$20.77
Production Helper	\$16.09	\$16.57	\$17.07	\$17.58
Crane Operator/Lift Truck	\$19.01	\$19.58	\$20.17	\$20.77
SHIPPING/PACKAGING				
Lead Hand	\$20.51	\$21.13	\$21.76	\$22.41
Tractor Trailer Driver	\$20.12	\$20.72	\$21.35	\$21.99
Box or Stake Tr. Driver	\$19.29	\$19.87	\$20.46	\$21.08
Crane Operator/Lift Truck	\$19.01	\$19.58	\$20.17	\$20.77
Material Coordinator	\$19.01	\$19.58	\$20.17	\$20.77
Packer (Lab.)	\$16.09	\$16.57	\$17.07	\$17.58

CLASSIFICATION	1/12/02	1/12/03 3%	1/12/04 3%	1/12/05 3%
MAINTENANCE				
Maintenance Mechanic	\$22.88	\$24.08	\$24.80	\$25.55
Maintenance Mechanic B	\$25.21	\$25.97	\$26.75	\$27.55
Maintenance Mechanic A	\$27.44	\$28.26	\$29.11	\$29.98
Maintenance Electrician	\$22.88	\$24.08	\$24.80	\$25.55
Electrical Technician B	\$25.21	\$25.97	\$26.75	\$27.55
Electrical Technician A	\$27.44	\$28.26	\$29.11	\$29.98
Welder	\$19.74	\$20.33	\$20.94	\$21.57
Maintenance Labour	\$16.09	\$16.57	\$17.07	\$17.58
FABRICATION				
Lead Hand	\$20.51	\$21.13	\$21.76	\$22.41
Set Up Person	\$19.74	\$20.33	\$20.94	\$21.57
Material Coordinator	\$19.01	\$19.58	\$20.17	\$20.77
Machine Operator	\$19.01	\$19.58	\$20.17	\$20.77
Production Helper	\$16.09	\$16.57	\$17.07	\$17.58
Saw Operator	\$19.01	\$19.58	\$20.17	\$20.77

Red Circled Rate \$18.57 \$19.13 \$19.70 \$20.29

INFLATION PROTECTION

Should the Consumers' Price Index for the Regional City of Toronto, as measured by Statistics Canada (1986=100) (the "CPI"), be greater than three percent (3%) for calendar year 2000, the percentage increase effective January 12, 2001 will be the same as the percentage increase for CPI for calendar year 2000.

Should the Consumers' Price Index for the Regional City of Toronto, as measured by Statistics Canada (1986=100) (the "CPI"), be greater than three percent (3%) for calendar year 2001, the percentage increase effective January 12, 2002 will be the same as the percentage increase for CPI for calendar year 2001.

¹ Per letter of understanding subsequent to ratification of collective agreement, the Company agreed to these revised rates.

TRUCK DRIVERS

- 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).

TRACTOR TRAILER DRIVER

- 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.

NOTES

- 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.
- The Die Corrector B shall be promoted to Die Corrector A on the successful completion of twelve (12) months' work in his classification.
- Employees in the production helper/labourer classification as of March 13, 1993, who were receiving the red-circled rate of pay under the most recent collective agreement as of the date of ratification of this collective agreement will receive the same percentage general wage increase as provided to other

classifications effective on the same dates of such increases, namely January 12, 2003, January 12, 2004 and January 12, 2005.

SCHEDULE "B"

Rules Regarding the Employment of Summer 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. The limitation of ten (10) students may be exceeded on the basis of one extra

student for each employee off in this period due to vacation "pull forward.

2. Note that rules 2-5 above also apply to this classification of student.

SCHEDULE "C" APPRENTICESHIPS

MAINTENANCE MECHANICS AND ELECTRICIANS

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. All things being relatively equal between two candidates, seniority will govern.

6. Apprentices will be required to sign a Contract of Apprenticeship with the Company and attend the required apprenticeship Community College courses.

The starting rate for both Apprenticeships will be the welder rate. Upon successful completion of each of the first three terms of the apprenticeship program, the mechanic apprentice will receive an increase of twenty-five percent (25%) of the difference between the maintenance labour rate and the maintenance mechanic rate. On successful completion of the full apprenticeship program including receipt of the Ontario certificate of qualification, the apprentice will be reclassified and receive the full mechanic rate. Upon successful completion of each of the first four terms of the apprenticeship program, the electrician apprentice will receive an increase of twenty percent (20%) of the difference between the maintenance welder rate and the maintenance electrician rate. On successful completion of the full apprenticeship program including receipt of the Ontario certificate of qualification, the apprentice will be reclassified and receive the full maintenance electrician rate.

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. The Apprentice will provide the Company with a copy of all marks obtained from each course as soon as these marks are available to the Apprentice. Failure to obtain Certificate of Qualification within three trials will result in removal from the apprenticeship program.

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.
13. An apprentice in his final year of training who is assigned by his supervisor or is required to work on a shift without on site support will receive the full rate of the classification.

Die Correctors

1. A Die Corrector apprenticeship Program of approximately five (5) years in length will be established by the Company to ensure that motivated competent Die Correctors are available to meet the Company's projected Human Resource requirements.

<p>Die Trainee First Term</p>	<p>Die Trainee Second Term</p>
<p>Polish bearings on dies Check surface for nicks, washout or breakage Monitor dies for Re-nitrides</p> <ul style="list-style-type: none"> • Check in new dies • Loads nitrides • Corrects minor defects 	<ul style="list-style-type: none"> • Everything in first year • Re-work wash out on bearing surface • Square bearings • Reflatten surfaces • Works with files • Familiarize with hollows
<p>Die Trainee Third Term</p>	<p>Die Trainee Fourth Term</p>
<ul style="list-style-type: none"> • Everything in 1st and 2nd year • Correct basic solid shapes or run-out lengths • Basic angularity (squareness) 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd year work • Works archit. snap shapes • Corrects hollows or Rod lengths
<p>Die Trainee Fifth Term</p>	<p>Die Corrector "A"</p>
<ul style="list-style-type: none"> • 1st, 2nd, 3rd & 4th year work • Corrects complex hollows, squareness • Multiple hole run outs • Works closely with press crew 	<ul style="list-style-type: none"> • Everything • Trains Trainees • Troubleshoots • Responsible for test runs • Works new dies to specifications • Releases samples for Final Approval

The Diagram above summarizes briefly the essential duties of a Die Corrector Apprentice and Die Corrector "A". Production Helpers will continue to assist in the Die Shop as necessary.

2. The Die Corrector Apprenticeship Program shall consist of five

- (5) consecutive terms. Each term shall consist of 2000 hours of work by the apprentice. An apprentice may apply for accelerated advancement to the second term after six months in the program. The length of a term may be modified by mutual agreement with Union local.
3. Apprenticeship vacancies will be posted and filled in accordance with the Collective Agreement.
 4. The educational requirement for consideration to enter Apprenticeship is an Ontario Grade 10 diploma. Other selection criteria shall include recent related die handling/polishing experience, job performance and oral and written communication skills.
 5. The successful candidates must possess the capabilities of performing the duties required of a Die Corrector "A".
 6. Upon selection, each Apprentice must successfully complete a ninety (90) working day probationary period in order to measure the apprentices' practical aptitude. In the event the Company determines that the employee has been unsuccessful, the employee will be returned to the classification he held at the time of posting for Apprentice.
 7. The Company will provide in-plant, on the job and classroom training, demonstrations and instruction on the correction of dies and equipment peculiar to the Die Shop. An employee attending such training sessions will be paid at their base rate. Employees will be required from time to time to participate in courses in die correction given outside the plant. The Company will pay for the registration costs of such courses.
 8. An Apprentice must demonstrate the capability of performing the required work during each term of his apprenticeship and **must** pass an evaluation before the completion of each term of his apprenticeship in order to progress in the program. If not

satisfactorily performing the required work or if not successful in passing an evaluation, the employee will be removed from the program and entitled to exercise seniority rights in the plant in accordance with Article 15.01 of the Collective Agreement.

The Evaluation will be done by an Evaluation Committee composed of Plant Manager, Die Shop Foreman and one Die Corrector "A". This Committee will establish the criteria for the evaluation.

9. In the event of a layoff due to lack of work in other than the Die Correction classification, apprentices shall have preferential seniority and will not be displaced by a more senior employee from another classification attempting to exercise a bump into an apprentice job.
- 10 The Company confirms that any Apprentice in the program will be laid off prior to any employees in the Die Corrector "A" classification as of the commencement of the program.
- 11 The base rate for a Die Corrector Apprentice is 91.5% of the Die Corrector "A" rate. An Apprentice will receive an additional \$.30 (thirty cents) per hour upon the successful completion of each term of his apprenticeship.

An employee who has successfully completed the five (5) terms of the Apprentice Program will be subsequently promoted to Die Corrector "A" and will receive the Die Corrector "A" rate.

LETTER OF UNDERSTANDING RE ARTICLE 12.03
17 shift schedule

LETTER NO. 1

This letter will confirm the following understanding which was reached in contract negotiations for the renewal of the collective agreement expiring January 11, 1995:

1. Prior to implementation of a 17 Shift Schedule as referred to herein, the Company agrees to use the overtime provisions of the collective agreement, on a good faith basis, to try to meet its production needs.

The Company will first canvass employees in accordance with the collective agreement. If there are insufficient volunteers, the Company may then schedule the balance of its weekend overtime requirements in accordance with the collective agreement.

Unless there is an emergency production requirement, weekend overtime shifts will normally occur during the hours from eleven o'clock p.m. Friday to three o'clock p.m. Saturday and eleven o'clock p.m. Saturday to three o'clock p.m. Sunday if necessary.

The Company and Union agree that the Union has the right to file a policy grievance if it so desires if the Union considers the Company has breached its good faith efforts under this letter.

The Company and Union agree to meet if overtime is not meeting production needs to discuss how the Union may assist in obtaining the necessary overtime.

2. In the event that production requirements cannot be met by overtime scheduling, it is agreed that the 17 Shift schedule may be instituted as follows:

- a) The Company will notify the Union in advance and meet with the Union to review its production needs:
- b) For the purpose of Article 12.03 17 Shift Schedule shall mean the Schedule attached hereto for the duration of the collective agreement;
- c) In clarification, where the 17 Shift Schedule attached hereto is to be used anywhere in the plant, it will be filled in the following manner. (The example used is that of an extrusion press already working 3 shifts a day and 5 days a week.)

Example: A 4th crew is required to operate the 17 Shift Schedule on a press:

1. Post job vacancies for the extra extrusion crew in accordance with Article 15.01 of the Collective Agreement. If insufficient successful candidates apply, the Company will hire employees to fill the vacancies.
2. Advertise internally for qualified volunteers to fill four crews for the 17 Shift operating schedule.
3. If insufficient incumbents in the affected classifications do not volunteer to fill these jobs, the remaining vacancies will be scheduled in reverse seniority within the job classification.
4. In the case that there are more volunteers than vacancies, the Company will fill the vacancies using Article 15.01 by job classification.

17 Shift Operation Schedule

	Wk#1 S/S	Wk#1 M/F	Wk#2 S/S	Wk#2 M/F	Wk#3 S/S	Wk#3 M/F	Wk#4 S/S	Wk#4 M/F
Monday/Friday, 11 - 7	-	A	-	B	-	C	-	D
Monday/Friday, 7 - 3	-	B	-	C	-	D	-	A
Monday/Friday, 3-11	-	C	-	D	-	A	-	B
Saturday & Sunday, 11-11	D	-		A	B	-	C	-
Monday to Friday Off	D Team	D Team	A Team	A Team	B Team	B Team	C Team	C Team

RELEVANT CONDITIONS:

1. For payroll purposes, the work week will be on Friday, 11:00 o'clock p.m. this will balance pay cheques.
2. Employees working the regularly scheduled 12 hour weekend shifts will receive 20 hours pay for each such shift worked (ie. 40 hours pay for 24 hours worked). An employee who does not complete his regular weekend shift for any reason will be paid at the rate of 1 and 2/3 of his regular straight time hourly rate for those hours he has completed provided he has worked on a minimum of 6 hours.
3. Employees scheduled to work the regular weekend shifts are prohibited from working overtime during the period commencing Friday morning at 7:00 a.m. and ending 7:00 a.m. on Monday morning.
4. All overtime worked by employees will be paid at time and a half

of the employees' regular hourly rate except overtime worked in excess of 12 hours a day will be compensated at double the employee's regular hourly rate.

5. Bereavement pay: Where bereavement leave occurs on a regular weekend shift, each 12 hours shift will be considered 20 hours of bereavement pay.
6. Jury duty: Where jury duty absence from work occurs on a regular weekend shift, each 12 hours shift will be considered 20 hours of pay.
7. Statutory holiday payment remains unchanged, (ie 8 hours holiday pay per holiday). In clarification, where the holiday is celebrated on a Monday, the employees who have worked the regular weekend schedule on the immediately preceding weekend will receive 8 hours holiday pay in addition to their 40 hours pay, provided they have completed both regularly scheduled shifts on such weekend. Where the holiday is celebrated on a Friday, the employees working the regular weekend schedule immediately following will receive their 8 hours of holiday pay as part of their previous weeks' pay in accordance with the provisions of the collective agreement.
8. Effective January 12, 2003, employees working the regularly scheduled weekend shifts will receive a shift premium of \$.383 per hour for all hours worked on such shifts in lieu of any shift premium under the collective agreement. Effective January 12, 2005, the continuous shift premium will be increased by \$0.02 to \$0.403 per hour.
9. Employees working the regular weekend shift will receive an additional 25 minute paid lunch break during each shift.
10. Reporting pay: Where an employee reports for work on his regularly scheduled weekend shift and no work is available, unless he has received reasonable notice not to report, he shall

be paid for 10 hours pay at his regular hourly rate provided he accepts alternative work for up to 6 hours on such shift if offered.

11. Pensions: For the purpose of pension contributions under Article 26.03, each 12 hour regular weekend shift will be treated as 20 hours worked.
12. Weekly Indemnity: for the purposes of the waiting period under the weekly indemnity plan, a day of absence on a regular weekend shift will be considered the same as a day of absence on a week day shift.
13. Employees whose regularly scheduled work days fall on a weekend during the Christmas shutdown will receive the same amount of holiday pay as other employees subject to the provision of the collective agreement.
14. Definition of working day for grievance procedure refers to the working day on the employee's regular schedule whether week day or weekend.
15. One extra Union Steward will be recognized for the purpose of representing the regular weekend shift.
16. During 17 Shift Operations, postings under Article 15.09 shall be extended in duration to include at least the first day of the week following the posting.

Letter of Understanding Re. Article 12.03

LETTER NO. 2

It is understood and agreed that the Company has adhered to the provisions of the Letter of Understanding re Article 12.03 prior to implementing the 17 shift schedule. Subsequently, as the result of a seasonal decline in orders, it was necessary to reduce the level of

operations to a 9 shift, 3 crew level, resulting in the lay off of employees.

Given the short duration that the 17 shift schedule was not in effect, and given that the business levels again support a 17 shift schedule, and given that employees would be laid off if the 17 shift schedule is not utilized, the parties hereby agree to resume the 17 shift scheduling where required.

It is also agreed and understood that in the event the 17 shift schedule is discontinued for a period of time in excess of four (4) weeks, the Company will use the overtime provisions of the collective agreement and the Letter of Understanding re Article 12.03 for a period of not less than four (4) weeks prior to resuming continuous operations. This latter period of time being not less than four [4] weeks of overtime) commences on written notification to the Union of the Company's intention to resume continuous operations. It is agreed that a notice to the Union which states that "the Company will be resuming continuous operations not earlier than four (4) weeks from the date of notice" will suffice for the purpose of this provision.

**Appendix C to Memorandum of Settlement
LETTER OF UNDERSTANDING RE ARTICLE 12.03
(Continuous Operations)
19 Shift Schedule**

LETTER NO. 3

This letter will confirm the following understanding which was reached prior to implementation of a **19 Shift Schedule**:

1. Prior to implementation of a **19 Shift Schedule** as referred to herein, the Company agrees to use the overtime provisions of the collective agreement, on a good faith basis, to try to meet its production needs.

The Company will first canvass employees in accordance with the collective agreement. If there are insufficient volunteers, the Company may then schedule the balance of its weekend overtime requirements in accordance with the collective agreement.

Unless there is an emergency production requirement, weekend overtime shifts will normally occur during the hours from eleven o'clock p.m. Friday to three o'clock p.m. Saturday and eleven o'clock p.m. Saturday to three o'clock p.m. Sunday if necessary.

The Company and Union agree that the Union has the right to file a policy grievance if it so desires if the Union considers the Company has breached its good faith efforts under this letter.

The Company and Union agree to meet if overtime is not meeting production needs to discuss how the Union may assist in obtaining the necessary overtime.

2. In the event that production requirements cannot be met by overtime scheduling, it is agreed that the 19 Shift schedule may be instituted for any operation or on any piece of equipment as follows:
 - a) The Company will notify the Union in advance and meet with the Union to review its production needs;
 - b) For the purpose of Article 12.03 19 Shift Schedule shall mean the Schedule attached hereto for the duration of the collective agreement;
 - c) In clarification, where the 19 Shift Schedule attached hereto is to be used anywhere in the plant, it will be filled in the following manner. (The example used is that of an extrusion press already working the 17 Shift Schedule)

Example: A 5th crew is required to operate the 19 Shift Schedule on a press:

1. Post job vacancies for the extra extrusion crew in accordance with Article 15.01 of the Collective Agreement. If insufficient successful candidates apply, the Company will hire employees to fill the vacancies.
 2. A fifth crew will be established and integrated into the regular rotation.
- d) In further clarification, it is understood that any particular operation or any piece of equipment may be on the 19 shift schedule while other operations or pieces of equipment may be on different schedules of work under the collective agreement.
- e) In the event the 19 shift schedule is discontinued for any operation or any piece of equipment for a period of time, the Company may revert to a 17 shift schedule or a 5 day work week as may be needed. Should such discontinuance exceed four (4) weeks, the Company will provide the Union with four (4) weeks of written notification of its intention to resume the 19 shift schedule prior to doing so.

19 Shift Operation Schedule

	Wk#1 S/S	Wk#1 M/F	Wk#2 S/S	Wk#2 M/F	Wk#3 S/S	Wk#3 M/F	Wk#4 S/S	Wk#4 M/F	Wk#5 S/S	Wk#5 M/F
Monday/ Friday, 3 - 11	-	A	-	B	-	C	-	D	-	E
Monday/ Friday, 7 - 3	-	E	-	A	-	B	-	C	-	D
Saturday & Sunday, 11am -11pm	D	-	E	-	A	-	B	-	C	-
Monday to Friday Off		D	-	E	-	A	-	B	-	C
Monday/ Friday, 11 - 7	-	C	-	D	-	E	-	A	-	B
Saturday & Sunday, 11pm -11am	B	-	C	-	D	-	E	-	A	-
Monday to Friday Off		B Team		C Team		D Team		E Team		A Team

RELEVANT CONDITIONS:

1. For payroll purposes, the work week will begin on Friday, 11:00 o'clock p.m. this will balance pay cheques.
2. Employees working the regularly scheduled 12 hour weekend shifts will receive 20 hours pay for each such shift worked (i.e. 40

hours pay (or 24 hours worked). An employee who does not complete his regular weekend shift for any reason will be paid at the rate of 1 and 2/3 of his regular straight time hourly rate for those hours he has completed provided he has worked on a minimum of 6 hours.

3. Employees scheduled to work the regular weekend shifts are prohibited from working overtime during the period commencing Friday morning at 7:00 a.m. and ending 7:00 a.m. on Monday morning.
4. All overtime worked by employees will be paid at time and a half of the employees' regular hourly rate except overtime worked in excess of 12 hours a day will be compensated at double the employee's regular hourly rate.
5. Bereavement pay: Where bereavement leave occurs on a regular weekend shift, each 12 hours shift will be considered 20 hours of bereavement pay.
6. Jury duty: Where jury duty absence from work occurs on a regular weekend shift, each 12 hours shift will be considered 20 hours of pay.

Statutory holiday payment remains unchanged, (ie 8 hours holiday pay per holiday). In clarification, where the holiday is celebrated on a Monday, the employees who have worked the regular weekend schedule on the immediately preceding weekend will receive 8 hours holiday pay in addition to their 40 hours pay, provided they have completed both regularly scheduled shifts on such weekend. Where the holiday is celebrated on a Friday, the employees working the regular weekend schedule immediately following will receive their 8 hours of holiday pay as part of their previous weeks' pay in accordance with the provisions of the collective agreement.

8. Effective January 12, 2003, employees working the regularly

scheduled weekend shifts will receive a shift premium of \$.383/hour per hour for all hours worked on such shifts in lieu of any shift premium under the collective agreement. Effective January 12, 2005 the premium will be increased to **\$0.403/hour**.

9. Employees working the regular weekend shift will receive an additional 25 minute paid lunch break during each shift.
10. Reporting pay: Where an employee reports for work on his regularly scheduled weekend shift and no work is available, unless he has received reasonable notice not to report, he shall be paid for 10 hours pay at his regular hourly rate provided he accepts alternative work for up to 6 hours on such shift if offered.
11. Pensions: For the purpose of pension contributions under Article 26.03, each 12 hour regular weekend shift will be treated as 20 hours worked.
12. Weekly Indemnity: for the purposes of the waiting period under the weekly indemnity plan, a day of absence on a regular weekend shift will be considered the same as a day of absence on a week day shift.
13. Employees whose regularly scheduled work days fall on a weekend during the Christmas shutdown will receive the same amount of holiday pay as other employees subject to the provision of the collective agreement.
14. Definition of working day for grievance procedure refers to the working day on the employee's regular schedule whether week day or weekend.
15. One extra Union Steward will be recognized for the purpose of representing the regular weekend shift.
16. During **19 Shift Operations**, postings under Article 15.09 shall be extended in duration to include at least the first day of the week following the posting.

Letter of Understanding Re. Article 15.01

In the event there have been no successful internal applicants to a job posting, prior to hiring a person external to the bargaining unit, the Company agrees that it will offer in-house training to the senior applicant provided the classification involved does not require proven experience (see definition in Article 15.01).

Letter of Understanding– Re Truck Drivers

In the event that the Company eliminates its trucking fleet it is agreed that the current incumbents in the truck driver categories will be entitled to the following:

- 1) Their wage will be red–circled for the duration of the current collective agreement
- 2) In the event that the employee exercises his bumping rights in accordance with the collective agreement appropriate training will be provided.

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 No. 1 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 No. 2 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 dated 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. 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 dated April 1, 1992.

Letter of Understanding Re Article 18.04 (Clothing)

The Company will supply and clean nine (9) sets of work pants and shirts to all Maintenance Department employees.

The Company will supply all Die Handlers and Housekeeping with three (3) 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.

The Company will supply and launder coveralls for the employees who regularly work in its pouring and debridging operation in fabrication.

The Company undertakes to provide a laundering service for work clothes currently supplied by the Company on replacement of the existing clothing allotments.

Letter of Understanding Re. Montreal Run (Schedule A)

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 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. Worker Empowerment/First in Service

1. Mission Statement

Indalex Aluminum Solutions, Division of Indalex Limited and the United Steelworkers of America on behalf of its local 9042 are committed to creating a facility that will exceed all the requirements of the market.

We will be a world-class performer in profitability, customer

service and quality. We will establish a work environment based on trust and respect between a strong Company and a strong Union, such that we are willing to contribute to our mutual success and long term goals.

2. Workplace Reorganization

Workplace reorganization programs will not in any way replace or modify collective agreement provisions with respect to wages, benefits, seniority, discipline, grievance procedure, existing company/union committees, and health and safety.

3. Goals and Objectives

- a. To create better jobs by increasing worker responsibility and involvement in the workplace.
- b. To create a safe and hazard-free work environment.
- c. To create a work environment that is free of discrimination and provide opportunities for all workers equitably.
- d. to create an environment of enhanced security.
- e. To enhance customer satisfaction, process improvement, financial development and employee development.
- f. To enhance our competitive position in the market.

4. Employment Security

To assist in enhanced employment security, the parties agree that the Labour/Management Relationship Committee shall be consulted in all layoffs.

No employee will be laid off without prior consultation of the Labour Management Relationship Committee. In making its

recommendations, the committee will consider alternatives to layoffs, the needs of the Company and the employee and comply with the terms of the collective agreement.

5. Labour Management Relationship Committee

1. The Labour Management Relationship Committee shall consist of four **(4)** representatives appointed by the Company and four **(4)** employees appointed by the Union.
2. The Committee shall be co-chaired by a Union representative and Company representative.
3. The Committee shall meet once a month for the first year of operation and thereafter at least once every two months.
4. Time spent in Committee meetings shall be considered time worked and will be compensated at straight time rates of pay.
5. Union Committee members shall be permitted to meet separately from Management during working hours for one hour prior to any scheduled Committee meetings without loss of wages.
6. Union staff representatives will be allowed to participate in any meetings of the Committee.
7. Management will share information about the Mississauga operations, its business and capital plans and new technology with the Committee and the Union.
8. The Committee shall be involved in all aspects of worker training or retraining programs. where worker training or retraining programs have been recommended by the Committee, the Company agrees to pay for the necessary training costs including where the Committee so

recommends, wages lost by an employee during the period of his training or retraining.

9. In addition to training programs, the Committee will be responsible to oversee the development and implementation of reorganized work programs. It is the desire that the development and implementation of these programs be achieved on the basis of Committee consensus. However, nothing herein shall be considered a limitation on the rights provided to the parties under the Collective Agreement.

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; Paint Line Hooker and 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 Resources 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 of 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 employee's straight time rate.

Letter of Understanding Re. Canada Savings Bonds

This letter will confirm that Indalex Aluminum Solutions, Division of Indalex Limited 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 these 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. Employee Assistance Program

The Company and the Union agree to cooperate in encouraging employees with mental illness, alcohol, drug or personal problems to avail themselves of the assistance of "Lifeline", and further the Company agrees to such membership in the Lifeline Foundation and to contribute financial support on the following basis:

The Company agrees to match the contribution of the Union local towards Lifeline, up to a maximum amount of ten dollars (\$10.00) per year, per employee.

Letter of Understanding re Lieu Day Option

Where a full overtime shift (being not less than eight [8] hours) is worked by an employee, he will have the option of forgoing his pay for such work and taking a subsequent shift off from his regular schedule at his normal straight time rate of pay. In order to be eligible, the employee must elect this option in writing to his supervisor prior to the overtime in question. The employee must provide forty-eight (48) hours' notice to his supervisor of his choice of day off. There will be a maximum of three overtime shifts per employee subject to this option in any calendar year. Any overtime shifts which the employee has elected for use as a lieu day under this option but which have not been so used as of calendar year end

will be paid out to the employee at the overtime rate of pay applicable to the overtime shift worked.

Letter Of Understanding Re Plant Chairperson

The Company will provide the Plant Chairperson with a steady day shift.

Excerpts To The Collective Agreement (Subject to the Occupational Health & Safety Act, R.S.O. 1994, c. 321, as amended, & Regulations)

The Company has agreed that the following excerpts be added as back pages after the collective agreement for educational purposes. The excerpts do not form part of the collective agreement. The excerpts will be as follows:

An employee may refuse to work or do particular work where he has reason to believe that:

- (a) Any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee;
- (b) the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself;
- (c) Any equipment, machine or device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works or is to work is in contravention of the Occupational Health and Safety Act and is likely to endanger himself or another employee.
- (d) If an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the report with at

least one (1) Company member and one (1) Union member of the Health and Safety Committee. The employee must remain at the work station or a safe place nearby while the immediate investigation takes place.

- (e) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then an inspector representing the Ministry of Labour shall investigate the refusal to work, and shall give his decision in writing as soon as possible.
- (f) Where practicable, the employee shall be found alternative work pending the investigation and the decision of the inspector.
- (g) Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing, or to work in the work place or the part thereof which is being investigated. Then after being deemed safe, and the employee still refuses, the Company may ask any other employee to operate or work the above equipment, machine, device or thing, provided he is told of the other employee's refusal and reason given for refusing.
- (h) No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under the Occupational Health and Safety Act.
- (i) Subject to the overall time limitations in Article 22.02 of the collective agreement, the Company shall grant a leave of absence with no loss of pay to health and safety representatives designated by the Union for the purpose of

attendance at Union Health and Safety courses or other conferences or functions.

- (j) An employee's duties with respect to the occupational health and safety shall be to:
- i. Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
 - ii. Use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
 - iii. Report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself or another worker;
 - iv. Report to his employer or supervisor any contravention of the Act or the regulations or the existence of any hazard of which he knows.
 - v. No worker shall remove or make ineffective any protective device required by the regulations or by his employer, without providing an adequate temporary protective device and when the need for removing or making ineffective the protective device has ceased, the protective device shall be replaced immediately;
 - vi. No worker shall use or operate any equipment, machine, device or thing or work in a manner that may endanger himself or any other worker;
 - viii. No worker shall engage in any prank, contest, feat of strength, unnecessary running or rough or boisterous conduct.