

COLLECTIVE AGREEMENT

This agreement entered into this
21st day of January, 2002

BETWEEN:



IKO INDUSTRIES LIMITED
BRAMPTON, ONTARIO

hereinafter referred to as:

“THE COMPANY”

AND:

THE UNITED STEELWORKERS
OF AMERICA

hereinafter referred to as:

“THE UNION”

11604(02)

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PREAMBLE:

Whereas the Company and the Union wish to co-operate in obtaining efficient and unrestricted production at the said works, in maintaining a harmonious relationship between the Company and its employees, and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said works so that the greatest possible advantage shall accrue to every person on whose behalf this Agreement is entered into.

The intent of the Agreement is to be gender-neutral. Therefore, whenever the words "his or he or him" are used in this agreement, they shall extend and be applied to females as well as males.

Whenever the singular is used throughout this agreement, it shall be deemed to include the plural where the context so requires.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of IKO Industries Ltd. at Brampton, Ontario, save and except supervisors, persons above the rank of supervisor, shippers, office, sales staff, students and persons working 24 hours or less per week.
- 1.02 The Company recognizes the Union during the term of this Agreement as the exclusive bargaining agent of the employees as covered in 1.01 above for the purpose of collective bargaining in respect of wages, hours of work, seniority, grievance procedure, and such other working conditions as may be contained herein.
- 1.03 The Company agrees to give the Union an Annual Statement of union dues deductions of all employees for income tax purposes. The Company further agrees that the Company will add the amount of union dues deducted to employees T4 slip.

ARTICLE 2 - CO-OPERATION

- 2.01 The Company agrees to provide the Union with notice boards upon which the Union may post notices subject to the following conditions:
 - a) No change shall be made in any such notice either by the Company or the Union after it has received the approval of the Company.
 - b) Notices shall be posted on notice boards provided by the Company for the use of the Union.
 - c) The subject matter of any notice posted shall be restricted to notices of meetings, of the result of elections pertaining to the said works, or of recreational or social activities.
- 2.02 The Union agrees that it will not distribute or post any pamphlets, advertising, or political matter, cards, notices or any other kind of literature within the said works or its appurtenances except as provided in this Agreement.

- 2.03 The Union shall have the privilege of distributing the publication Steel Labour and other United Steel Workers pamphlets approved by the Company in a rack provided by the Company and positioned in the lunchroom area. For mailing purposes, the Company will provide the Union with a dated list of Union Members and address list during December of each year.
- 2.04 (a) Members of the Union not exceeding two (2) in number at one time, shall be granted reasonable leave of absence without pay for the purpose of attending conventions or other functions provided that such leave of absence should not in any event exceed one (1) month in aggregate in any year during the term of this Agreement. The Union further agrees that such a request will not include more than two (2) people from the same department or mill. A leave of absence form must be completed and authorized by the Union and the Company fourteen (14) days in advance. The Company agrees to continue the pay of any employee absent from work on Union business and the Local shall reimburse the Company such wage payment upon receipt of a monthly statement.
- (b) In each year of this agreement the Company agrees to pay two (2) members of the Union up to a maximum of Five (5) days each at regular wage rates and regular time for the purposes of attending a Union Education Program. This shall be paid only for hours the worker would normally have worked. Those hours paid will not be used in the calculation of total hours in that pay period. The Education leave must be a program that is approved by the International Union Office. The Company also agrees to allow two (2) members of the Union up to a further three (3) days unpaid for the purpose of attending a Union Education Program.
- 2.05 The Union shall not cause, authorize or sanction, and no employee shall take part in any strike, or other restriction of production or any picketing on the Company's premises during the term of this Agreement and the Company shall not cause, or sanction a lock-out during the term of this Agreement.
- 2.06 There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion by, or on behalf of the Company, or by, or on behalf of the Union, regarding any employee in the exercise of his rights as set forth in this Agreement.
- 2.07 No one shall conduct Union activities during working hours except as specifically permitted in the Agreement.
- 2.08 Credit Union - The Company agrees to deduct from the pay of any employee such an amount as may be authorized by him and forward same with the required information to the Pace Savings and Credit Union. Changes in the deductions will only be made on January 1 and July 1 in each year and four (4) weeks notice of such change must be given to the Company. The Company agrees to process payment monthly in advance

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Company to manage the said works, and to direct the working forces, including the right to hire, promote or transfer any employee, or to terminate the employment of any employee by discharge for just cause, or because of lack of work, or for any legitimate reason. The Company agrees to permit such discharged employee time to see the Union Steward or President at a place designated by the Company.

- 3.02 In the interests of the efficient operation of the said works, the Union agrees that the Company may at any time, subject to Article 5, Clause 5.02, change the hours of work, determine, or change work assignments, or methods, and select the materials to be handled, processed, or manufactured.
- 3.03 Any such action of the Company, which in the opinion of the Union, results in individual hardship, or Injustice, may be discussed as a grievance.
- 3.04 The Union further recognizes the right of the Company to make and alter from time to time, rules and regulations to be observed by the Employees, provided such d e s and regulations do not contravene the provisions of the Agreement.

The Company agrees to notify and discuss with the Union any new rules or regulations prior to posting.

- 3.05 The Company agrees to remove a warning notice from an employee's record after twelve (12) months from the date of receipt of the notice provided that a second warning notice has not been given during the twelve (12) month period. Should such a second or further notice be given prior to the twelve (12) month period, both notices shall remain on the employee's record for a further six (6) months, at which time the first notice shall be removed provided this does not affect the progressive discipline sequence of events.

ARTICLE 4 - REPRESENTATION

- 4.01 The Company agrees to recognize five (5) Union Stewards. The number of Union Stewards may be adjusted by mutual agreement. The Steward's function shall be to process grievances or complaints which may arise in the plant according to the grievance procedure as herein agreed to.
- 4.02 It is agreed that a Steward shall, after consultation with his supervisor, be permitted during working hours, without loss of pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances, provided that no Steward may be absent from his regular duties for more than one (1) hour in any one (1) day.
- 4.03 The Union shall elect and the Company agrees to recognize a Union Bargaining Committee of three (3) members. When necessary, and at the discretion of the Union, an international representative shall be recognized as a member of the Union Bargaining Committee.
- 4.04 The Company and the Union Grievance Committee shall meet when necessary to discuss and mutually settle any questions which may arise of importance to either part. The Union Grievance Committee members who are on duty shall be paid their straight time rate of wages for that part of their regularly scheduled hours devoted to attendance at such meetings.
- 4.05 The Union shall notify the Company of the names and offices of all Union members who have authority to represent the Union and membership with respect to negotiations, grievances, and other matters arising out of this Agreement and their employment with the Company.
- 4.06 The Company agrees to inform the Union of persons with authority representing Management.
- 4.07 The Company recognizes a Union Grievance Committee consisting of one (1) Steward, the Unit Secretary and the Unit Chairperson.

ARTICLE 5 - HOURS OF WORK

- 5.01 This article where it defines the hours of work shall not be construed as a guarantee of hours of work per day or per week, but merely provides a basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter day or work week, whenever, in the opinion of the Company, it is necessary to meet business requirements.
- 5.02 a) The Company undertakes to communicate to and discuss with the Union, two (2) weeks in advance, any schedule changes which the Company expects will apply for a period exceeding two (2) weeks before such a change becomes effective. Any changes shall be posted on the bulletin board two (2) weeks in advance.
- b) Schedule changes expected to apply for a period of two (2) weeks or less will be posted on the bulletin board one (1) week in advance.
- 5.03 The normal hours of work for any employee shall be:
- a) Forty (40) hours within a seven (7) day period for employees working either eight (8) hours or ten (10) hours per day, or;
- b) Eighty (80) hours within a fourteen (14) day period for employees working twelve (12) hours per day.
- 5.04 The work day shall be any period of twenty-four (24) hours from 7:00 am to 7:00 am or at the regular hour of changing shifts nearest to 7:00 am.
- 5.05 The work week shall be a period of seven (7) calendar days beginning at 7:00 am Monday or at the regular hour of changing shifts nearest to 7:00 am. However, if a twelve (12) hour shift in a twenty-four (24) continuous operation is scheduled, Sunday will be considered the beginning of the work week.
- 5.06 Employees working on continuous operations will be allowed twenty (20) minutes lunch period paid by the Company which may be spent away from the machine if the employee chooses. Employees on 8 hour shifts will be expected to relieve each other between the beginning of the fourth (4th) hour and the end of the fifth (5th) hour of their shift. On twelve (12) hour shifts, relieving will take place between the beginning of the fifth (5th) hour and the end of the seventh (7th) hour provided that this does not interfere with the continuous plant operation.

ARTICLE 6 - OVERTIME AND ALLOWANCES

- 6.01 a) Hours worked in excess of scheduled shift hours shall be paid for at overtime rates on the basis of time and one-half (1-1/2) the regular rate of pay.
- b) In addition, any hours worked in excess of forty-four (44) in any week on a twelve (12) hour shift schedule shall be paid at time and one-half (1-1/2) the regular rate of pay.
- 6.02 a) Hours worked on a Sunday, if it's the employees regular scheduled day off, or in excess of twelve (12) hours in a day, shall be paid at double (2X) the regular rate of pay.
- b) All hours worked in excess of fifty (50) hours per week which have not been paid at double (2X) the regular rate of pay shall be paid at double (2X) the regular rate.

- c) Any hours worked on either a Sunday or a scheduled day off in excess of the employee's regularly scheduled hours that have not been paid at double (2x) the regular rate of pay will be paid at double (2x) the regular rate of pay.
- 6.03 Employees required to work Sunday as a regular work day for which no overtime is being paid shall be paid at the rate of time and one-half.
- 6.04 It is agreed that there shall be no pyramiding of overtime hours for premium purposes. Any hours worked for which overtime has been paid, should be deducted from any weekly computation of overtime hours.
- 6.05 On eight (8) hour shifts, an employee whose regular shift starts between 10:00 pm and 5:59 am shall be paid a night shift premium of seventy-five (75) cents per hour worked.
- On twelve (12) hour shifts, an employee whose regular shift starts between 5:00 pm and 4:59 am shall be paid a night shift premium of fifty-five (55) cents per hour worked.
- 6.06 Holiday pay as set forth in Article 7, shall be counted as hours worked for the purpose of computing overtime pay.
- 6.07 If an employee is requested to work more than two (2) hours extra time after his scheduled shift which may include scheduled overtime, he will be entitled to a meal allowance of \$7.50.
- 6.08 Employees classified as "maintenance" will be given a five (5) minute wash up period prior to the end of their shift. All other employees are expected to remain on the job until the end of their shift.
- 6.09 An employee must be given twenty-four (24) hours notice of a shift or schedule change or be paid for his first new scheduled shift at the rate of time and one-half (1-1/2) except in a case of an emergency.
- 6.10 if an employee is requested to return to work after he has returned to his home, before his regular starting time, he shall be paid for such hours worked outside his regular shift at the rate of time and one-half (1-1/2) or a minimum of four (4) hours at regular time, whichever is greater. If the minimum guarantee is greater, hours worked will not count in any overtime calculated by day or week. However, this clause will apply to employee requested after leaving work to report early for his regular shift, as long as the employee reports to work within (60) minutes of being requested.
- 6.11 Job vacancies of a permanent nature, within all Mills will be posted three (3) working days in a five (5) day schedule and five (5) working days on a seven (7) day schedule. All applications must be made by signing an application form prepared by his/her supervisor. The Company may fill the vacancy pending the result of the posting and notify the Union within fourteen (14) days of the results of the posting.
- Job posting will specify the job within the classification and it is understood that the employee is expected to be able to perform all jobs within the classification.
- 6.12 An employee requested to work on his scheduled day off shall be given two (2) days notice except in cases of emergency.

- 6.13 Maintenance AI and A employees may be required to carry and respond to a Call-in device on a rotational basis. The designated employee will receive \$35.00 per week to carry and respond to the call in device. The employee carrying the call in device will receive call in pay if another Maintenance AI or A employee is called instead of him. This applies only if the employee carrying the call in device was able to execute, in a competent and efficient manner, the whole work assignment.
- 6.14 For the purpose of Articles 6.09 and 6.12 the term “emergency” is defined as: Acts of God, or natural disasters, acts of terrorism or sabotage, fire or explosions, floods internally or externally created, electrical power failure, gas or oil curtailment, impeded water supply, impairment of the fire protection systems, hazardous spills or tank/pipe ruptures, abnormal major equipment failure or any structural damage caused by any of the above.

ARTICLE 7 - PLANT HOLIDAYS

7.01 An employee shall be paid eight (8) hours at his straight time rate for the following days

New Year's Day	Dominion Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Civic Holiday	Christmas Day

Four (4) floating days between December 19 and January 2nd inclusive.

It is understood that the Company will not pay more than eight (8) hours holiday pay for any holiday or groups of days, except for two (2) floating days above to be paid twelve (12) hours.

It is clearly understood that a twelve (12) hour shift does not mean twelve (12) hours holiday pay per day.

However, if the schedule would make the hours paid less than the normal week in that schedule the Company will pay twelve (12) hours for that holiday.

- 7.02 However, an employee shall not be entitled to be paid for such holiday:
- a) If he does not work on the holiday when he has been given two (2) weeks advance work warning of work schedule and has been requested to do so, or
 - b) If he is absent without good cause on the scheduled working day immediately preceding, or succeeding the holiday, or
 - c) If he is absent for any reason, except vacation, or first week sickness and not receiving sickness benefits on both scheduled working days immediately preceding or succeeding the holiday, or
 - d) If the holiday occurs while he is on leave of absence, or
 - e) If he has been employed by the Company for less than three hundred and sixty (360) worked hours.

- 7.03 All employees required to work on the above plant holidays will be paid at the rate of time and one half (1-1/2) for all hours worked, plus holiday pay.
- 7.04 If an employee is on vacation when a paid holiday occurs, the employee will be paid for the holiday or he will be granted an additional day off with pay, provided he is otherwise to be paid for that holiday.

The foregoing is subject to the employee providing the Company with two (2) weeks written notice prior to taking the holiday, no more than two (2) employees from the same operation being off at the same time and the holiday being taken within two (2) months from the date of the original holiday. In a dispute between employees as to when a holiday is to be taken, seniority will prevail.

- 7.05 No bargaining unit employee shall work on Christmas or on New Year's Day (as defined below) as long as the written request is made a minimum of 14 calendar days in advance of the day. New Year's Day is defined as from 7 p.m. on New Year's Eve until 7 p.m. on New Year's Day.

ARTICLE 8 - WAGES AND CLASSIFICATIONS

- 8.01 The classification of all occupations and the wage rates appear in Schedule "A" attached hereto, which is part of this Agreement, and which is signed for identification by the parties hereto.
- 8.02 The Company and the Employees shall pay their portion, as agreed, of the premium costs of the benefits set out in Schedule "B" attached hereto and forming part of this Agreement.

ARTICLE 9 - SENIORITY

- 9.01 An employee shall acquire seniority status effective the commencement of employment after he has completed a probationary period of three hundred and sixty (360) hours worked, or extension of probationary period, if mutually agreed upon. For purposes of payroll, rate change day will be deemed to begin at the beginning of the first pay period after three hundred and sixty (360) hours are worked. Employees who have the same date of hire will be ranked in the seniority list in accordance with:
- a) Scheduled start time of 1st shift worked after most recent hire
 - b) Alphabetical order of last name at date of most recent hire.
- 9.02 An employee will lose all seniority and continuous service if such services are interrupted for any of the following reasons:
- a) He quits his employment.
 - b) He is discharged and not reinstated via the grievance procedure or arbitration.
 - c) He is absent for three (3) consecutive working days without reasonable cause.
 - d) He does not return to work within five (5) consecutive working days (excluding Saturdays, Sundays and Holidays) after being recalled by the Company by registered mail or telegram addressed to him at his address last known to the Company without reasonable cause.

- e) He has been continuously unemployed by the Company for any reason for a period equal to his current period of consecutive employment with the Company, but in no event to exceed twelve (12) months plus two (2) months for each year of service. This article, as it affects employees off work through illness or disability, shall be read in conjunction with applicable provincial legislation and any statute providing an employee with a greater right of recall of reemployment shall take precedence over this article.
 - f) If he does not report for work upon expiration of any authorized leave of absence without reasonable cause.
- 9.03 a) Seniority shall govern on all occasions when a temporary lay-off (as defined by the SUB Plan attached) or a transfer or promotion to a classification included in Schedule "A" occurs or a recall occurs provided however, that the senior employee is qualified to do the work as well as or better than other employees. The Company agrees to advise the Union upon request of the reasons for its decisions.
- b) In the case of a permanent lay off, seniority shall govern in all job classifications except Maintenance A1, A, & B, Oxidizer and Wet End Operator, except where the senior employee can reasonably perform the functions of these jobs within a period of one (1) week. Senior employees will be maintained for all other available jobs. The one week period referred to herein is not intended to be a training period.
- 9.04 It shall be the responsibility of the employee to keep the Company informed of his current address.
- 9.05 The company agrees to post seniority lists showing the seniority status and rate of pay of each employee, and to furnish a copy of such list to the Union every 3 months.
- 9.06 The Company agrees to alter the seniority lists from time to time and to change any errors therein whenever proof of error is submitted by the Union, or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.
- 9.07 An employee transferring to a position outside the bargaining unit shall lose his seniority after nine (9) months.
- 9.08 The Company may grant leave of absence in writing to any employee for legitimate personal reasons for a reasonable period and any person who is absent with such written permission from the Company shall not be considered to be laid off for the purposes of seniority and shall continue to accumulate seniority during his absence.
- 9.09 The Company shall provide ten (10) calendar days notice or pay equal to any pay lost for the same period in lieu of such notice prior to lay-off unless such lay-off becomes necessary due to emergency shutdown of the plant.
- 9.10 In the event of a lay-off and so long as there is work available which in the opinion of the Company two (2) Union Stewards and the Unit Chairperson are able to perform, these individuals shall be considered as having leading seniority only as applied to lay-off and recall after lay-off.
- 9.11 Where an employee is transferred to a higher classification and is not found to be satisfactory in that position, he will revert to his previous classification and rate within three (3) months and be given a justifiable reason.

ARTICLE 10 - SAFETY AND HEALTH

- 10.01 The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices as the Company require to be worn and other equipment which, in the opinion of the Company, is necessary to protect the employee from injury, shall be provided by the Company.
- 10.02 The Company agrees to supply safety boots to each employee on the following conditions:
1. The Company agrees to supply boots as required to each employee to a maximum of **two** pairs per year. Types and styles will be evaluated and recommended by the Joint Health and Safety Committee. Employees are expected to take good care of their boots. When boots are worn out the employee will show them to the Company and ask for a boot replacement slip. This slip will entitle the employee to a new pair in the approved type and style at the Company selected store.
 2. The wearing of safety boots shall become compulsory for all employees.
 3. If an employee leaves the Company prior to the expiration of six (6) months from the date of receiving his last pair of boots, the cost of the boots will be deducted from his final pay cheque.
- 10.03 An employee hurt in an industrial accident requiring medical attention shall consult with his supervisor, and if sent home by outside medical advise, be paid for the time lost for the balance of the regular shift on which he was injured at his regular hourly earnings. If, however, he is returned to work, he shall be paid only for such time lost.
- 10.04 It is not the intent of the above provision to make the Company responsible for the payment of such time and transportation which is compensated by the Workplace Safety and Insurance Board.
- 10.05 The Company shall supply and maintain coveralls for any employee who requests them and pays a yearly fee of five (5) dollars. The fee shall be deducted from the first pay period in May or when the employee makes a new request for coveralls.
- 10.06 Wearing Apparel - The Company shall provide raincoats and parkas for employees who are requested to work outdoors.
- 10.07 A Safety Committee composed of one (1) Union representative from each mill (Felt Mill, Roofing Mill and Saturator Line) and an equal number from Management shall meet once every month to discuss and review safety and health. There shall be no loss of pay by employees attending the meetings.
- 10.06 This committee will be co-chaired by a "certified member" from both the Union and Management. The Committee will undertake to inform the bargaining unit of any changes to the Occupational Health and Safety Act that occur during the term of the Agreement.
- 10.08 All lost time accidents shall be investigated by the Company and Union certified members of the J.H.S.C., or their designate, at the place where the accident occurred. The Company and the Union will, in advance, notify each other of the name of their designate.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Any dispute, grievance, or misunderstanding (hereinafter called a "Grievance"?, involving occupational classification, wages, seniority, hours of work or other working conditions, which any employee, or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

STEP NO. 1

The employee, or group of employees, shall take up the concern directly with his immediate supervisor. If the supervisor does not settle the matter to the satisfaction of the employee within five (5) working days after the concern has been raised, the employee, accompanied by the Steward, may provide a written grievance, signed by the employee directly to the supervisor. It is understood that in a department where there is no supervisor, the employee may take up his grievance with the Superintendent.

STEP NO. 2

If the supervisor does not settle the matter to the satisfaction of the employee within five (5) working days after the grievance has been submitted to him under the provisions of Step No. 1 hereof, the employee and Steward may take up the matter directly with the Superintendent.

STEP NO. 3

If a settlement satisfactory to the employee is not obtained within five (5) working days after the matter has been discussed with the Superintendent in accordance with Step No. 2, the Steward shall submit the grievance in writing to the Union Grievance Committee with a copy to the Company. The Union Grievance Committee will then meet to discuss grievance with the Company no later than ten (10) calendar days following the date of the Company response to the Step No. 2 meeting. A staff representative of the Union shall be present at the request of either the Company or the Union.

- 11.02 All decisions arrived at by agreement between the representative, or representatives of the Company, and the Union Grievance Committee with respect to grievances, shall be made in writing, and shall be final and binding upon the Company and the Union.
- 11.03 It is understood that no grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) calendar days before the filing of the grievance.
- 11.04 The discharge of an employee may be submitted as a grievance under Step No. 3, provided it is filed within five (5) calendar days of the date of discharge.

ARTICLE 12 - ARBITRATION

- 12.01 When either party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing within twenty (20) calendar days following the date of the Company's answer to the 3rd step of the grievance procedure, addressed to the other party to the Agreement.
- 12.02 The arbitration procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.

- 12.03 When either party refers a grievance to arbitration, they shall propose three (3) acceptable Arbitrators. If none of the three (3) proposed Arbitrators are acceptable to the other party, they shall propose three (3) Arbitrators. If an acceptable Arbitrator is not agreed upon within five (5) calendar days, the parties may submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.
- 12.04 The decision of the Arbitrator on the matter at issue will be final and binding on both parties, but in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect. However, where an Arbitrator determines that an employee has been discharged or otherwise disciplined by an employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable on all circumstances.
- 12.05 Each party shall pay its own costs and the fees and expenses of witnesses called by it and its representatives, The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 12.06 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and employees attendance and discipline records, if authorized by the employee. All reasonable arrangements will be made to permit conferring parties or the Arbitrator, to have access to the plant to view the disputed operation and confer with necessary witnesses.

ARTICLE 13 - VACATIONS

- 13.01 **An** employee who has been continuously employed for less than five (5) years shall receive vacation pay according to the Employment Standards Act (Ontario).
- 13.02 **An** employee who has been continuously employed by the Company for five (5) years or more will receive three (3) weeks vacation with pay at the rate of ~~six~~ (6) percent of their earnings for the period between July 1st of the previous calendar year and June 30th of the current calendar year, or if the employee has a minimum of twelve hundred (1,200) hours worked - three (3) weeks pay at the employees regular straight time hourly rate, whichever is greater.
- 13.03 **An** employee who has been continuously employed by the Company for twelve (12) years or more shall receive four (4) weeks vacation with pay at the rate of eight (8) percent of their earnings for the period between July 1st of the previous calendar year and June 30th of the current calendar year, or if the employee has a minimum of twelve hundred (1,200) hours worked - four (4) weeks pay at the employees regular straight time hourly rate, whichever is greater.
- 13.04 If an employee terminates his employment with the Company, he shall be paid the amount of his accrued vacation pay.
- 13.05 It is understood and mutually agreed between the Company and the Union that the regular vacation period shall be between July 1st and September 1st of each year, but no more than two (2) employees to be away from each operation at any one time. In the event of a dispute over bidding for vacations, seniority shall prevail.

- 13.06 An employee who has been continuously employed by the Company for twenty-two (22) years or more shall receive five (5) weeks vacation with pay at the rate of ten (10) percent of their earnings for the period between July 1st of the previous calendar year and June 30th of the current calendar year, or if the employee has a minimum of twelve hundred (1,200) hours worked – five (5) weeks pay at the employees regular straight time hourly rate, whichever is greater.
- 13.07 At all times, the Company reserves the right to limit vacations to two (2) consecutive weeks and no more than two (2) employees to be away from each operation at any one time. Any vacation longer than two (2) weeks, requires a minimum of sixty (60) days notice.

ARTICLE 14 - UNION SECURITY

- 14.01 It is agreed by the parties that as a condition of employment, after thirty (30) calendar days, all employees of the Company shall be required to authorize the Company, in writing, to deduct from the employee's weekly pay, Union dues and initiation fee as prescribed by the constitution of the Union.
- 14.02 Union dues shall be deducted from the employees on the first pay day of the month following thirty (30) calendar days of employment.
- 14.03 The Company shall deduct Union dues from the said employees, and promptly remit same to the Union together with a list of employees whose dues are being so deducted, with a copy to the President.
- 14.04 The employee may authorize the Company to deduct from his pay, contributions toward the Steel Workers Humanity Fund. The Company agrees to match any employee contribution up to a maximum of twenty-one (21) dollars per year. The Company will be informed as to where their contribution will be going and have the right to veto any charity they do not approve.
- The employee may cancel his contributions upon submitting a written request at which time the Company's contribution for that employee is also cancelled.
- 14.05 The Union agrees to defend, indemnify and hold the Company harmless against any claim or liability arising from the administration of Article 14 of this Agreement.

ARTICLE 15 - BEREAVEMENT LEAVE AND JURY DUTY

- 15.01 a) An employee who suffers the death of a spouse or a child shall be allowed seven (7) consecutive calendar days' leave of absence beginning on the day of death. The employee shall not lose any money he normally would have received working regular hours in that period. (For the purpose of this article "spouse" shall be defined as in Family Law Act of Ontario).
- b) An employee who suffers the death of a father or mother shall be allowed three (3) working days bereavement leave with pay.
- c) An employee who suffers the death of a brother, step brother, sister, step sister, father-in-law, mother-in-law, grandfather, grandmother, grandchild or step grandchild shall be allowed up to three (3) working days bereavement leave without loss of pay provided that:

- i) The last day of such leave is no later than the day after the funeral or service.
 - ii) Such three (3) days would otherwise have been regular working days for the employee.
 - iii) Employee attends the funeral or service.
- d) If under 15.01 (c), the employee is unable to attend the funeral or service, he shall be allowed one (1) day bereavement leave with pay.
- 15.02 If an employee is summoned or subpoenaed for Jury Duty or subpoenaed as a Crown Witness, the Company shall grant the employee leave of absence with pay, which shall be the difference between his regular pay and monies received for Jury Duty. The Company must be properly notified of such leave of absence and the employee is expected to report for work during periods he is excused from Jury Duty.

ARTICLE 16 - NO STRIKE OR LOCK-OUT

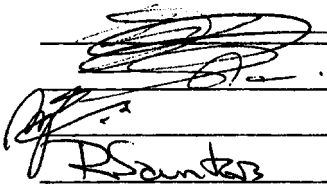
- 16.01 In view of the orderly procedure set out herein for dealing with employees' grievances the Union undertakes that there will be no strike, refusal to work, work stoppage, sit down, slow down, or any other activity which would restrict or limit production by any of the employees during the term of this Agreement, and the Company agrees that there will be no lock-out of its employees.

ARTICLE 17 - DURATION OF AGREEMENT

- 17.01 This Agreement shall become effective as of the date of signing and shall remain in effect up to and including the twentieth (20th) day of January 2007, and shall automatically renew itself from year to year thereafter unless written notice of the desire to terminate the Agreement or to amend any portion of any of the terms hereof is given by either party to the other, within ninety (90) days prior to the twentieth (20th) day of January, 2007, or within ninety (90) days prior to the expiration of any such renewal periods thereafter. The parties agree to begin negotiations within ten (10) working days after such notification.

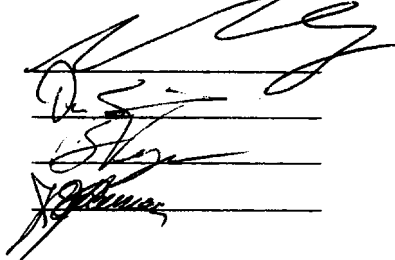
Signed this 20th day of January, 2003, in the City of Brampton.

FOR THE COMPANY



 R. Santos

FOR THE UNION



 J. Johnson

IKO - USWA

SCHEDULE "A"

WAGE CLASSIFICATION AND RATES

1. AFTER 6 MONTHS EMPLOYMENT

CLASSIFICATION	JAN 21/02	JAN 21/03	JAN 21/04	JAN 21/05	JAN 21/06
A1 (with C of Q)	22.29	22.99	23.69	24.44	25.19
Trade Premium	3.00	3.00	3.00	4.00	4.00
Trade Premium	1 00	1.00	1.00	1 00	1,00
A	21.36	21.96	22.56	23.26	3.96
B	20.67	21.27	21.87	22.57	23.27
LABOUR RATE	18.34	18.94	19.54	20.24	20.89
OXIDIZER	19.94	20.54	21.14	21.84	22.49
SWING SHIFT	19.54	20.14	20.74	21.44	22.09
OPERATOR "A"					
SWING SHIFT	19.32	19.92	20.52	21.22	21.87
OPERATOR "B"					
DAY SHIFT	18.89	19.49	20.09	20.79	21.44
OPERATOR "A"					
DAY SHIFT	18.70	19.30	19.90	20.60	1.25
OPERATOR "B"					

SHIFT PREMIUM:		
	NIGHTS - 8 HOURS	75 CENTS
	NIGHTS - 12 HOUR	55 CENTS

- An** employee, after he has reached seniority, shall be paid the classification rate less twenty-five (25) cents for the first six (6) months of employment with the Company.
- An** employee designated by the Company as a Lead Hand will be paid thirty (30) dollars per week extra above his classification pay. For employees working a seven (7) day schedule the rate will be thirty-five (35) dollars per week. Lead Hands do not have the authority to hire, discharge, suspend, discipline, promote or demote employees, however, any Lead Hand designated by the Company to direct a crew, without a regular supervisor on shift, for a period of three (3) or more consecutive days will be paid at double-leadhand premium. This premium will apply to production and maintenance leadhands in the B4 Mill.

3. An employee transferred to a higher rated job on a permanent basis shall be paid his existing rate for a period of two (2) pay periods and shall receive the new job rate on his third (3rd) pay period after the transfer.
4. The minimum hiring rate shall be twenty-five (25) cents less than the labour rate. The Company may hire above hiring rate.
5. To be classed as Maintenance A1, an employee must have an Ontario Certificate of Qualification as an Industrial Mechanic (Millwright) or equivalent or an Ontario Certificate of Qualification as an industrial Electrician, or an Electrical Technician or Electrical Technologist certificate from a recognized accredited Ontario College shall be paid as per Schedule A – Hourly Rates and Trade Premiums and as follows:
 - a) A tradesperson with any of the above mentioned certificates hired by IKO must show the continued application on all required skills in the first year of employment to be promoted to the A1 rate. If during the first year, at the sole discretion of the Company, the tradesperson has not displayed the requisite skill and ability, the employee will be transferred to a position in the production department depending on seniority, and paid accordingly.
 - b) Mechanics or electricians at IKO who are in the A1 classification but do not have any of the above mentioned certificates will be eligible to receive a \$0.50 per hour increase in wages for Full attendance and successful completion of a recognized maintenance course at a recognized Ontario institution or a Company defined program with objective verification of skills and knowledge. A maximum of 5 courses from the list of eligible courses will be considered. The employee must show continued application of such skills in the workplace.
 - c) The available Company defined courses will include, but not be limited to the following:

Hydraulics	Pneumatics
Stationary Engineering	Welding
Power Train	Assembly/Blue Print
Controls	Instrumentation
PLC level I	Pressure Welding
PLC level II	PLC level III
6. Entry level maintenance will be labour rate for six (6) months. Applicant must pass aptitude test.

SCHEDULE " " - BENEFITS

The Company agrees to provide the following benefits to all employees reaching seniority:

The sole liability of the Company shall be to contribute part or all of the premiums of the benefits listed below:

		PREMIUMS EMPLOYEES PORTION	PREMIUMS COMPANY PORTION
1.	O.H.I.P.		100 %
2.	Life Insurance \$35,000 Increase to \$40,000 in 4th year		100%
	AD & D \$35,000 Increase to \$40,000 in 4th year		100%
	Optional Spousal Coverage is available pursuant to the terms and conditions of insurance carrier	100%	
3.	Weekly Indemnity 1-1-8-26	50%	50%
4.	MAJOR MEDICAL		100%
	Reimburses 80 % of eligible claims. Annual maximum payable is \$300 per Family. Drug Card - 20% employee paid - \$8.00 maximum dispensing fee		
5.	Basic Dental with Rider 1 and Rider 2 @ 75% Benefit - Six (6) month recall. Benefit cap at \$2000 per family member per year.		100%
6.	Safety prescription glasses will be provided to employees to a maximum Company contribution of \$150.00 every two (2) years.		
7.	Pension Plan (C.W.I.P.P.) Thirty (30) cents per hour worked - Total 30 cents. Company to contribute \$0.10 per hour worked into Group RRSP, increasing to \$0.15 per hour worked in the 4th year. The Company will match employee contributions in \$0.05 increments up to a maximum of \$0.25 per hour worked. The maximum matching contribution by the Company will increase to \$0.30 in the 2nd year, \$0.35 in the 3rd year, \$0.40 in the 4th year and \$0.45 in the 5th year. Employee may contribute more than the Company contribution. Should an employee withdraw monies, the Company's contribution will cease for a period of three (3) years from the date of withdrawal: one (1) year if the withdrawal is done due to financial hardship, which must be proven.		
8.	Long Term Disability (LTD) 55% starting in 27th week to age 65, \$2,000.00 maximum per month.		100%
9.	Vision Care 80% coverage (co-insurance) to a maximum (total family submissions) benefit of \$200.00 every two years for an employee and his dependants for prescription glasses.		100%

The Company agrees to pay the premiums in respect of the above benefit plan for the month after the month in which the employee ceases to be actively employed. Notwithstanding the above if an employee is not actively employed by the Company due to sickness or Workers' Compensation, the Company's contribution will continue for a maximum of six (6) months, plus one month for each year of service.

EXISTING SCHEDULES OF WORK

Schedule I: Five Day Schedule Eight Hours per Shift									
Week	M	T	W	TH	F	S	S	Hours	Day
1	D	D	D	D	D	O	O	40	5
2	D	D	D	D	D	O	O	40	5
3	A	A	A	A	A	O	O	40	5
4	A	A	A	A	A	O	O	40	5
5	N	N	N	N	N	O	O	40	5
6	N	N	N	N	N	O	O	40	5

Schedule II: Seven Day Schedule Eight Hours per Shift									
Week	M	T	W	TH	F	S	S	Hours	Day
1	O	O	A	A	A	A	A	40	5
2	A	A	O	O	N	N	N	40	5
3	N	N	N	N	O	O	D	40	5
4	D	D	D	D	D	D	O	40	5
Week	M	T	W	TH	F	S	S	Hours	Day
1	D	D	D	O	O	D	D	40	5
2	D	D	D	D	D	O	O	40	5

Schedule IV: Seven Day Schedule Twelve Hours per Shift									
Week	M	T	W	TH	F	S	S	Hours	Day
1	O	D	D	O	O	D	D	48	4
2	D	O	O	D	D	O	O	36	3
3	O	N	N	O	O	N	N	48	4
4	N	O	O	N	N	O	O	36	3

Schedule V: Five Day Schedule Eight Hours per Shift									
Week	M	T	W	TH	F	S	S	Hours	Day
1	D	D	D	D	D	O	O	40	5
Week	M	T	W	TH	F	S	S	Hours	Day
1	O	D	D	D	D	O	O	40	5
2	O	A	A	A	A	O	O	40	5
Week	M*	T	W	TH**	F	S	S	Hours	Day
1	D	D	D	D	O	O	O	44	4
2	N	N	N	O	O	O	O	36	3

*Last day shift worked is eight (8) hours. *First day of work may be changed to Tuesday.

MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

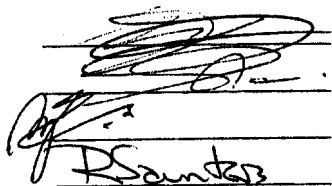
-AND-

UNITED STEEL WORKERS OF AMERICA

The Company will continue its current practice of not scheduling a floater on employees' regular scheduled days **off**.

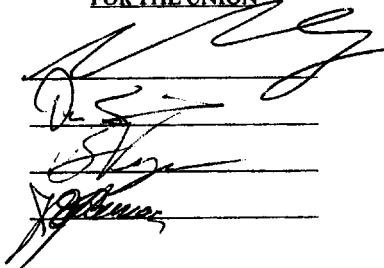
Agreed to this **20th** day of January, 2003 in the City of Brampton

FOR THE COMPANY



Handwritten signature of R. Saunter on a line.

FOR THE UNION



Handwritten signature of J. P. [unclear] on a line.

MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

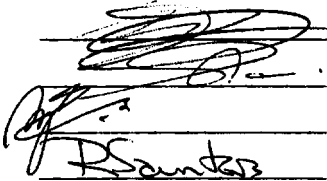
-AND-

UNITED STEEL WORKERS OF AMERICA

The Company and the Union shall both observe their obligations under the Ontario Human Rights Code.

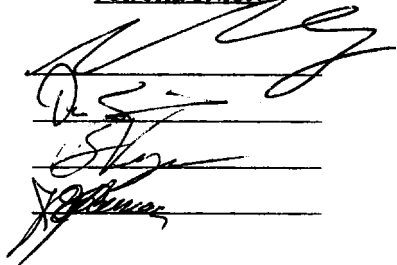
Agreed to this 20th day of January, 2003 in the City of Brampton.

FOR THE COMPANY



Handwritten signatures for the company, including a large signature and the name "R. Saunter" written below a line.

FOR THE UNION



Handwritten signatures for the union, including a large signature and the name "J. [unclear]" written below a line.

MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

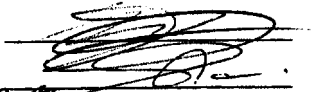
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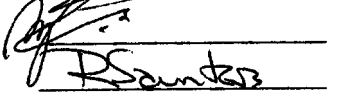
UNITED STEEL WORKERS OF AMERICA

Employees who take Apprenticeship training will be allowed to make up any regular scheduled hours lost as a result of the training on his regular scheduled day off, at his regular rate of pay or go on a Block Release (eight consecutive weeks and drawing EI benefit).

Agreed to this 20th day of January, 2003 in the City of Brampton.

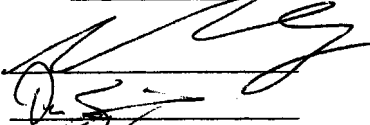
FOR THE COMPANY

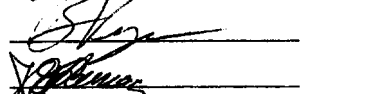





R. Saunter

FOR THE UNION







MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

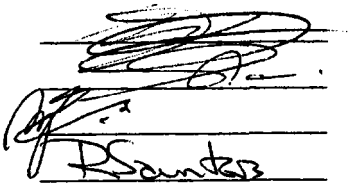
-AND-

UNITED STEEL WORKERS OF AMERICA

The Union understands and agrees that the provisions of the Collective Agreement confer a greater right or benefit for the bargaining unit employees respecting holidays than the provisions of Part VII of the Employment Standards Act.

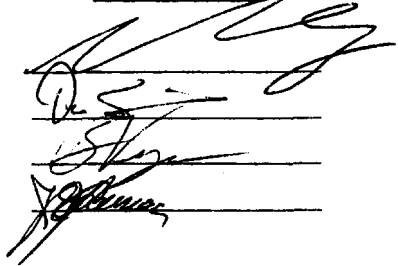
Agreed to this 20th day of January, 2003 in the City of Brampton.

FOR THE COMPANY



Handwritten signatures for the company, including a large signature and the name "R. Santos" written below a line.

FOR THE UNION



Handwritten signatures for the union, including a large signature and the name "J. Thomas" written below a line.

MEMORANDUM OF AGREEMENT

BETWEEN

M O INDUSTRIES LTD.

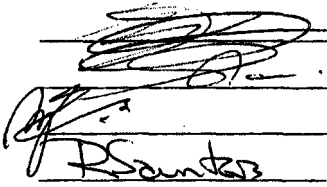
-AND-

UNITED STEEL WORKERS OF AMERICA

The Company undertakes not to schedule a shorter work-week as per Article 5.01 in order to avoid implementing the SUB Plan.

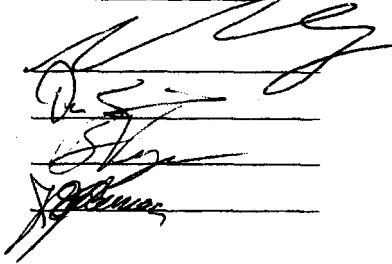
Agreed to this 20th day of January, 2003 in the **City of** Brampton

FOR THE COMPANY



Handwritten signatures for the company, including a large signature and the name "R. Sauter" written below the lines.

FOR THE UNION



Handwritten signatures for the union, including a large signature and several smaller signatures below the lines.

MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

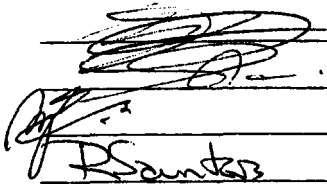
-AND-

UNITED STEEL WORKERS OF AMERICA

Subject to the provisions of Article 5.02, the option of working a twelve (12) hour day shall be that of the Union, if the Company schedules a seven (7) day work week.

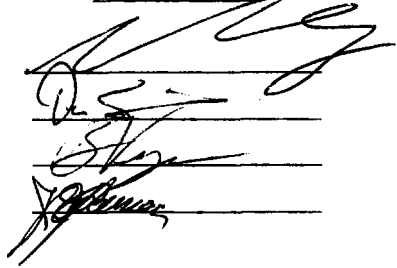
Agreed to this 20th day of January, 2003 in the City of Brampton.

FOR THE COMPANY



Handwritten signatures for the company, including a large scribble and the name "R. Santos" written below a horizontal line.

FOR THE UNION



Handwritten signatures for the union, including a large scribble and several other signatures written below horizontal lines.

MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

-AND-

UNITED STEEL WORKERS OF AMERICA

The parties agree that the "grandfathering" referred to in the Memorandum of Settlement, dated February 21, 1997, in reference to Schedule "A #5, shall be interpreted as follows:

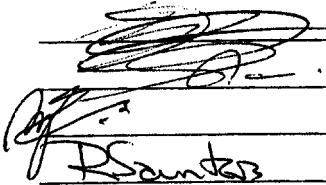
Any maintenance department employee in the department as of February 26, 1997 may achieve Maintenance A-1 classification as per the language in the previous collective bargaining agreement, i.e.,

An employee in Maintenance A1 classification who has five (5) years experience in maintenance at IKO or an Ontario Trade Journeyman certificate or equivalent shall be paid one (1) dollar in excess of his classification rate.

The current language will apply to any maintenance department employee who enters the department after February 26, 1997.

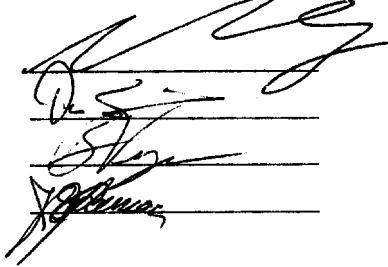
Agreed to this 20th day of January, 2003 in the City of Brampton

FOR THE COMPANY



Handwritten signatures for the company, including a large signature and the name "R. Saunter" written below a line.

FOR THE UNION



Handwritten signatures for the union, including a large signature and another signature below it, with a checkmark next to the name.

MEMORANDUM OF AGREEMENT

BETWEEN

M O INDUSTRIES LTD.

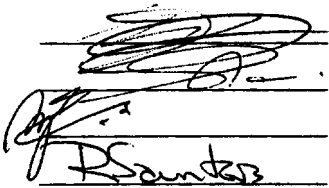
-AND-

UNITED STEEL WORKERS OF AMERICA

A shift crew or supervisor shall perform **all** work to maintain the production line; however, any maintenance work will initiate the appropriate call in.

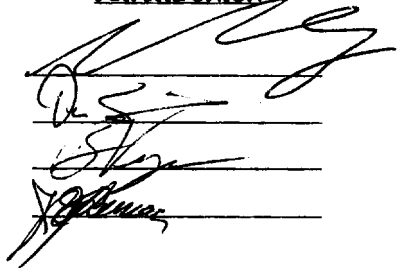
Agreed to this 20th day of January 2003, in the City of Brampton.

FOR THE COMPANY



Handwritten signatures for the company, including a large scribble and the name "R. Santos" written below the lines.

FOR THE UNION



Handwritten signatures for the union, including a large scribble and several other signatures written below the lines.

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