

COLLECTIVE AGREEMENT

Between

KAWNEER COMPANY CANADA LIMITED

4000 - 18th Avenue North, LETHBRIDGE, Alberta
hereinafter referred to as the "Company"



- and -

LOCAL UNION NO. 99

OF THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS OF CANADA (CAW),
hereinafter referred to as the "Union".



Effective March 1, 2011 – February 28, 2014

PURPOSE OF AGREEMENT

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WHEREAS, this agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, to prevent waste, unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Company sufficient skilled workmen and, insofar as possible provide for Labour's continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal fabricating industry that fabricating costs may be as low as possible consistent with fair wages and conditions, and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

AND WHEREAS, employees shall not be discriminated against by the Company or the Union on any of the grounds prohibited by the Alberta Human Rights **Act**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto mutually covenant and agree as follows.

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BARGAINING UNIT - MAINTENANCE WORK

Section 1

(A) This agreement shall be applicable to all of the Company's employees (save and except those employees specifically excluded below) engaged in the fabrication of iron, steel and metal products or other work in connection therewith, including maintenance work, at the Company's shops located in Lethbridge, Alberta and vicinity. Production work and other work in connection therewith, shall not be performed by supervisors or other employees who are excluded from the bargaining unit as set forth in this Section 1, except for the purpose of instructing other employees, performing experimental or development work and operations directly incidental thereto, in cases of emergency, in the performance of maintenance work which employees in the maintenance department are not capable of performing, in establishing and demonstrating proper methods, work procedures and plant layout, and in the investigation of operational difficulties by employees working in their professional capacity.

(B) This agreement is not intended and shall not be construed to extend to office and sales staff, shop clerks, supervisors, persons above the rank of supervisor, security guards, nor to erection, installation or construction work or to employees engaged in such work, nor to research, development and experimental employees except those hourly rated research, development and experimental employees employed as sample makers or who work primarily from drawings or other direct instructions.

(C) "Maintenance" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, plant and property, but is not intended to include major extensions or major remodeling.

Skilled trades as defined within this agreement shall be the following licensed classifications which shall be staffed by journeyman/woman certified individuals.

- Maintenance Electrician
- Maintenance Mechanic (Millwright)
- Toolmaker (Machinist)

Journeyman/woman shall mean any person who has the necessary Alberta Journeyman Certificate or a Journeyman with inter-provincial status. Entry into the Skilled Trades shall be limited to those who qualify as a journeyman/woman under these provisions.

The Company agrees to deduct CAW-Canada Skilled Trades Council dues consistent with the dues check off language in Section 3. Dues shall be checked off upon completion of the probationary period and each year thereafter in January.

The Company shall authorise unpaid leave of absences as per Section 16(B) of the agreement for employees in the Skilled Trades to participate in relief work projects approved by the CAW National Union. Such approval is subject to the efficient operation of the affected department.

A Skilled Trades Committee will be established made up of two representatives from the Union and two representatives from the Company. The committee will meet at least annually on an agreed upon date. The purpose of the meeting is to include informational exchanges and discussions on topics related to new technologies, skilled trades training, and upcoming work or future installations.

(D) All references to employees in this agreement designates both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

UNION RECOGNITION

Section 2

(A) The Company recognizes the Union as the exclusive bargaining representative and agent of all the Company's employees, save and except those employees specifically excluded in Section 1 hereof, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(B) The Union agrees that there will be no solicitation of new members, collection of dues, or other Union activities during working hours.

(C) In order to further promote a harmonious relationship between the Company and the Union, the Company agrees to allow the Plant Chairperson, or their designate, a reasonable period of time, not to exceed one (1) hour, with new employees as part of the Company orientation program to acquaint the new employee with the benefits and duties of Union membership and obligations to the Company and the Union.

UNION SECURITY

Section 3

(A) All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Check-off of Dues and Initiation Fees, supplied by the Union to the Company. The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

Initiation Fees shall be deducted from the employee's first pay cheque. Dues shall be deducted for the first pay period in each month during which the employee has qualified for forty (40) hours of earnings. The Company is required to remit the amounts deducted, along with a list of names and the amount of each deduction, and a copy of the force report for the week, to the Local Union Financial Secretary by the 25th of the month. The Company will also supply a list of those members who did not have Union Dues deducted and the reason why no deduction took place.

The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirements of the National Union. Union Dues shall be equal to two and one-third (2.33) hours straight-time earnings per month based on the straight time hourly rate at the time of deduction in line with constitutional requirements of the National Union. The straight time hourly rate does not include shift premiums, overtime premiums, or Saturday, Sunday and Holiday premiums. Dues are payable when a member receives benefits in lieu of work such as vacation pay, holiday pay, jury-duty pay and bereavement pay. Dues are not payable when a member receives sickness and accident benefits and workers compensation benefits. Union dues are payable from the first full pay received by the employee following date of hire.

(B) Upon receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained their membership in good standing therein as provided for in this Section, the Company shall discharge such employee and such employee shall not be re-employed during the life of this agreement unless or until he complies with the provisions of this Section.

(C) It is expressly understood and agreed that, upon receipt of proper proof, the Union will refund to the employee involved, Union Dues and Initiation Fees erroneously withheld from an employee's earnings by the Company and paid to the Union.

MANAGEMENT FUNCTIONS - SHOP RULES AND/OR REGULATIONS

Section 4

(A) It is acknowledged that it is the exclusive function of the Company to manage the operation of its plant and business in an efficient and orderly manner, to determine the number and location of plants, the products to be manufactured, methods of manufacture, schedules of production, the establishment of new jobs and changes in existing jobs, kinds and locations of machines and tools to be used, processes of manufacture and assembling, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or cessation of operations, and all other matters concerning the Company's business which are not specifically covered by the terms of this agreement.

(B) Subject to the provisions set forth in this agreement, the Company shall maintain order and efficiency, schedule and assign work, direct, transfer, promote, demote, classify, hire, suspend, discipline or discharge for proper cause, or layoff employees because of lack of work or other legitimate reasons; it being understood a claim by an employee that they have been disciplined or discharged improperly or discriminatorily may be the subject of a grievance as herein provided. In the administration and application of the foregoing provisions, the Company agrees that should an employee or the Union feel that the Company's determination or application thereof is in violation of, or inconsistent with the provisions of this agreement, a grievance in connection therewith may be filed and processed in accordance with the Grievance Procedures hereinafter set forth in Section 17, it being understood, however, that the discharge or layoff of an employee who has not completed their probationary period as provided for in Section 14 of this agreement shall not be subject to the Grievance Procedure set forth in Section 17.

(C) The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be discriminatory or applied in a manner whereby an employee would be improperly disciplined or discharged, nor shall such rules and regulations be inconsistent or in conflict with the provisions of this agreement. The Company shall maintain on its bulletin boards a copy of all such rules and

regulations, including amendments thereto or changes therein, copies of which shall be furnished to the Union. It is further understood and agreed that the Company, prior to posting, will discuss with the Union any amendments to or changes in existing rules and regulations which shall not become effective until five (5) regular work days after copies have been posted on the Company's bulletin boards. The Union agrees that it will cooperate with the Company by calling to the attention of its members the necessity of complying with such rules and regulations.

HOURS OF WORK

Section 5

- (A) When only one shift is employed, a regular work day shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:00 a.m. and 3:30 p.m., and the regular work week shall consist of forty (40) hours.
- (B) When two shifts are employed, a regular work day for the first shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:00 a.m. and 3:30 p.m., and a regular work week for the first shift shall consist of forty (40) hours; a regular work day for the second shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 3:30 p.m. and 12:00 midnight, and a regular work week for the second shift shall consist of forty (40) hours.
- (C) When three shifts are employed so as to result in a continuous operation within a department, a regular work day for the first shift shall consist of eight (8) consecutive hours, inclusive of an eighteen (18) minute lunch period, with pay for eight (8) hours, between 11:00 p.m. and 7:00 a.m. and five (5) such eight (8) hour days shall constitute the regular work week; a regular work day for the second shift shall consist of eight (8) consecutive hours, inclusive of an eighteen (18) minute lunch period, with pay for eight (8) hours, between 7:00 a.m. and 3:00 p.m., and five (5) such eight (8) hour days shall constitute the regular work week; a regular work day for the third shift shall consist of eight (8) consecutive hours, inclusive of an eighteen (18) minute lunch period, with pay for eight (8) hours, between 3:00 p.m. and 11:00 p.m., and five (5) such eight (8) hour days shall constitute a regular work week.
- (D) The second and third shifts respectively (if any) shall immediately follow the preceding shift, unless it becomes necessary to change the starting and quitting times of such shifts as provided for in Subsection (I) and Letter of Understanding #3 hereof.
- (E) Monday through Friday shall constitute the regular work days and regular work week.

(F) When two or more shifts are required such shifts shall not rotate and the members shall choose the shift by seniority as agreed to below and in Letter of Understanding # 8.

As openings occur in a department or additional shifts added, such vacancies will be filled as per Section 14C of the agreement.

The parties agree to allow the effected employees in each department to select their preferred shift in seniority order any time the Company implements a continuous shift schedule or resorts back to a traditional (M-F 8 hour) shift schedule. After such selection employees can only move from their original selection by the allowed provisions of this Collective Agreement. During the initial shift selection the Company may move employees between crews as long as the employees shift choice by seniority is honoured. An employee may be assigned to a given shift during such start up for a period of time necessary to insure the proper operation of the shift. Such an assignment will be considered a temporary assignment in accordance with Section 14M.

(G) The foregoing provisions of this Section describe the regular work day and regular work week and are not intended to be construed as a guarantee of hours of work per day or per week, or days of work per week. The regular scheduled work week for such employees shall begin with the starting of their regularly scheduled shift on Monday of each week as hereinabove set forth. Any proposed change in the regular work day or regular work week shall be discussed with the Shop Committee at least five (5) working days prior to such proposed change.

(H) After all shifts and positions have been filled to capacity in a Department the Company may put into effect Weekend Worker Shifts on Saturday and Sunday in accordance with the following provisions:

1. Hours of work:
 - one 12 hour shift per day. Working Saturday and Sunday constitutes a work week of 40 hours.
 - four 10 minute breaks each 12 hour shift.

- one 18 minute paid lunch period.
 - shifts to **be filled by seniority**.
2. Pay:
- 20 hours pay per full shift worked. Any lost time will be deducted at the pro-rata rate of 1.67 hours pay for each hour not worked.
 - 40 hours pay per weekend.
 - shift differentials shall be applied to the hours worked within the scope of the shifts defined in the Collective Agreement.
3. Weekend Positions or Vacancies:
- shall be filled in accordance with the relevant provisions of the Collective Agreement.
 - should an employee working weekdays, from a Department which has established weekend positions, move to a weekend position, their position must be filled in accordance with the relevant provisions of the Collective Agreement.
 - in the case of a reduction in a Department weekend positions shall be eliminated first in accordance with the relevant terms of the Collective Agreement. **This provision will not apply to the Maintenance Department.**
4. Statutory Holidays:
- weekend workers shall receive eight (8) hours pay for each statutory Holiday not worked.
5. Sickness and Accident Benefits:
- shall apply on a pro-rata basis at 1.67 hours for every hour lost.
6. Union Representation:
- one additional steward shall be established per shift worked.
7. Weekend Overtime:
- if a weekend worker is required to work overtime on a weekend, they shall be paid based on a pro-rata basis at 1.67 hours for every hour worked at the applicable overtime rates.

8. Benefits, Compensation, etc...

- the application of all benefits, Compensation payments, etc... shall be applied at the pro-rata rate equivalent to 1.67 hours for every hour involved.

(I) The starting time and quitting time of the various shifts herein above provided for, may be changed from time to time by the Company for reasonable operational requirements, but not indiscriminately, by giving reasonable notice to the Union and the employees. Should a grievance arise because of the Company having changed the starting time or quitting time of any shift, such grievance may be processed through the grievance and arbitration procedure as set forth in Sections 17 and 18 of this Agreement.

J) For the duration of this agreement, there shall be two (2) rest periods, one of which shall be of twelve (12) minutes duration during the first four (4) hours of each shift and the second of which shall be of ten (10) minutes duration during the second four (4) hours of each shift. During such rest periods, each employee shall be paid the applicable hourly rate and no work shall be performed during such period or periods, and the employees may, if they desire to do so, obtain and consume refreshments or food.

K) Employees required by the Company to work in excess of nine (9) but less than ten (10) hours, shall be given one additional ten (10) minute rest period to be taken as follows: Where the overtime is to be worked prior to the commencement of a regular shift then the rest period will be taken immediately prior to the commencement of the regular shift. Where the overtime is to be worked following the completion of a regular shift, then the rest period will be taken immediately following the completion of the regular shift.

(L) Employees required by the Company to work in excess of ten (10) hours on any shift shall be given an eighteen (18) minute lunch period, with pay at the employee's applicable overtime rate, during which no work shall be performed when such employee has completed nine and one-half (9-1/2) hours of work on such shift.

OVERTIME

Section 6

(A) All work done in excess of the regular work day or the regular work week, as defined in Section 5 hereof, shall be paid for at the rate of time and one-half.

(B) Any employee, who, by order of the Company, reports for work after the regular starting time of their regular work day, except in the case of a shift change for the employee, shall be guaranteed four (4) hours work and shall be paid their regular straight time rate of pay for time worked prior to the regular quitting time of their regular work day and, if required to work thereafter on such day, they shall be paid time and one-half. Should any employee report for work after the regular starting time of their regular work day for any reason other than at the direction of the Company, such employee shall not be entitled to more than their straight time rate of pay until they have worked the number of hours equal to the number of hours constituting their regular work day.

(C) All work performed in excess of twelve (12) hours in any work day shall be paid for at the rate of double time.

(D) All work of up to eight (8) hours duration performed on Saturday shall be paid for at the rate of time and one-half. All work performed on Saturday in excess of eight (8) hours duration shall be paid for at the rate of double time, except as provided in Section 7 of this agreement.

(E) All work done on Sunday shall be paid for at the rate of double time, except that the first shift shall begin their regular work day on Sunday evening at straight time.

(F) All work done on any recognized holiday hereinafter mentioned, or day observed as such, shall be paid for at the rate of double time.

(G) Shift premiums shall not be included in earnings for the purpose of computing overtime but shall be paid in addition to the overtime rates.

(H) It is understood and agreed that employees have an obligation to report for overtime work as scheduled and agreed to between themselves and their Supervisors.

(I) Scheduling of Overtime in the plant shall be done as follows:

Records of all overtime worked will be kept by the employer and will be available to the union upon request. Employees refusing an overtime call/request shall have their total number of overtime hours adjusted to reflect the number of overtime hours worked by the employee who accepted said call/request.

Any employee wishing to work overtime in different departments shall place their name on a plant-wide list for such purposes and shall be considered after those in the affected department have been first given an opportunity to work said overtime.

Overtime hours recorded shall be reduced to zero on January 1st and June 30th of each calendar year

In accordance with the Collective Agreement, the intent is to distribute overtime as equally as possible.

It is the responsibility of a Supervisor and not other employees to plan arrange and assign overtime to be worked in accordance with the Collective Agreement.

When overtime is required, the Company will:

1. First, the person performing the job during the shift will be offered the opportunity.
2. Second, qualified volunteers will be chosen from a departmental overtime list.
3. Third, if no volunteers can be found within the department, qualified volunteers on the plant-wide overtime list will be offered per the current overtime equalization practice. If no qualified volunteers are on the plant-wide overtime list, the junior qualified person on the shift, if not already working, will be required to work the overtime. Where possible, the employee will be given twenty-four (24) hours notice of overtime to be worked.

The foregoing provisions of this Section are not intended and shall not be construed as preventing overtime work, provided however, there shall be no discrimination in the assignment of overtime work, and overtime shall be allocated as equitably as practicable among the employees qualified to perform the work in question, it being understood that employees assigned to perform a job during the regular work hours shall also be assigned to the overtime work if any is required on that job, as far as practicable. Employees shall not be compelled to (but if requested to do so by the Company may at their own discretion) work more than twelve (12) consecutive hours, exclusive of the lunch period, in any twenty-four (24) consecutive hour period or more than forty-eight (48) hours in any week, which shall be construed to be Monday through Sunday. The Company will not request an employee to work more than twelve (12) consecutive hours, except in the case of an unforeseen emergency

(J) It is understood and agreed that the Saturday and Sunday pay provisions described in this Section 6 do not apply to employees on the Weekend Worker Shifts as provided in Section 5(H).

HOLIDAYS - HOLIDAY PAY

Section 7

(A) For the purpose of this agreement, the following shall be recognized as holidays: New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, the last working day before the Civic Holiday, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, or days observed as such, or any additional Holiday(s) to be proclaimed in the future by the Federal or Provincial government as a Statutory Holiday to be celebrated by employees of Employers in the Province of Alberta. Should any of the foregoing holidays occur on Saturday or Sunday, the following Monday instead of such Saturday or Sunday shall be recognized and observed as the holiday in question, provided however, that when Christmas Day occurs on Saturday or Sunday, Boxing Day shall be observed the following Tuesday. The Company and the Union may, by mutual agreement, change the observance of any recognized holiday. All work done on any of the foregoing holidays, or days observed as such, shall be paid for at the rate of double time and, subject to the provisions hereinafter set forth in this Section, each employee shall, in addition to double time pay for work performed, be paid eight (8) hours straight time holiday pay. No work shall be done on Labour Day except where absolutely necessary to avoid hazard to life or property.

(B) Each employee shall be paid for eight (8) hours at their regular straight time hourly rate of pay plus appropriate shift premium for each of the following holidays: New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, the last working day before the Civic Holiday, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, or days observed as such, although not worked, or any additional Holiday(s) to be proclaimed in the future by the Federal or Provincial government as a Statutory Holiday to be celebrated by employees of Employers in the Province of Alberta.

All work done on each of the holidays hereinabove mentioned in this Subsection (B), or days observed as such, shall be paid for at the rate of double time and, in addition to such double time pay for work performed, each employee shall be paid eight (8) hours straight time holiday pay as herein provided for. Should any of the foregoing holidays

occur or be observed during the vacation period of any employee, such employee shall, in accordance with the provisions of this Section, be paid eight (8) hours straight time holiday pay for such holiday in addition to their vacation pay and they shall receive one (1) additional consecutive day's vacation for such holiday. However, if the Company requests an employee to work instead of taking an additional day or days vacation, such employee, if they agree to so work, shall, in addition to being paid double their regular straight time pay for work performed, be paid eight (8) hours straight time holiday pay.

(C) In order to be eligible to receive pay for any of the above mentioned holidays, or days observed as such, not worked, as provided for in Subsection (B) above, an employee must have been employed by the Company thirty (30) calendar days or more prior to the occurrence or observation of the holiday in question and such employee must have worked their full shift for the Company on the last regular work day immediately preceding and on the first regular work day immediately following the holiday in question, unless their failure to work for the Company on such day, or days, was due to absence because of being on paid vacation, as hereinafter provided for in this agreement, or because of confirmed illness or injury (unless payment for the holiday has been made by the Workers Compensation Board), that occurred or commenced on the holiday, the day immediately following the holiday, or during the ninety (90) days immediately preceding the holiday in question, or because of layoff by the Company that commenced not more than twenty (20) days next preceding the holiday in question, or because of absence due to approved bereavement leave as defined in Section 15 or for similar good cause authorized, directed, or approved by the Company.

CLASSIFICATIONS

WORK ASSIGNMENTS - RATES OF PAY

Section 8

(A) Each employee shall be classified in the hereinafter mentioned classification which covers the class of work in which such employee is employed by the Company.

Effective March 1, **2011**, and continuing until midnight March **3, 2012**, each employee shall be paid not less than the minimum hourly rate of the rate range hereinafter set forth in Column "A" for the classification in which such employee is included or classified. Effective March **4, 2012** and continuing **until midnight 2013, each employee shall be paid not less than the minimum hourly rate of the rate range hereinafter set forth in Column "B" for the classification in which such employee is included or classified. Effective March 3, 2013 and continuing** for the remaining term of this Agreement, each employee shall be paid not less than the minimum hourly rate of the rate range hereinafter set forth in Column "**C**" for the classification in which such employee is included or classified.

<u>CLASSIFICATION RATE</u>	<u>RANGE • RATE PER HOUR</u>		
	<u>COLUMN "A"</u> March 1, 2011 Min \$ Max	<u>COLUMN "B"</u> March 4, 2012 Min \$ Max	<u>COLUMN "C"</u> March 3, 2013 Min \$ Max
<u>JOB GRADE I</u> General Labourer	12.22 -13.26	12.35 – 13.39	12.59 – 13.66
<u>JOB GRADE II</u> Helper	14.26 - 17.02	14.41 – 17.20	14.70 – 17.54
<u>JOB GRADE III</u> Fabricator Janitor Material Handler Packer Racker	16.65 - 20.20	16.82 – 20.40	17.16 – 20.81

<u>CLASSIFICATION RATE</u>	<u>RANGE • RATE PER HOUR</u>
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	<u>COLUMN "A"</u> March 1, 2011 Min \$ Max	<u>COLUMN "B"</u> March 4, 2012 Min \$ Max	<u>COLUMN "C"</u> March 3, 2013 Min \$ Max
<u>JOB GRADE IV</u> Assembler Extrusion Operator B Forklift Operator Packer Expeditor Processor Sidewinder Operator	19.98 - 21.14	20.18 – 21.35	20.59 – 21.78
<u>JOB GRADE V</u> Anodizer Die Cleaner Electro Static Painter Extrusion Operator A Inspector B Machine Operator Maintenance Mechanic C Production Expeditor Rack Repair Receiver Shipper Storekeeper Waste Treatment Operator	20.99 - 22.14	21.20 – 22.36	21.62 – 22.81
<u>JOB GRADE VI</u> Die Corrector B Layout Mechanic Mixer Formulator Tool Repair	21.99 - 23.15	22.21 – 23.38	22.65 – 23.85
<u>JOB GRADE VII</u> Chemical Technician Inspector A Master Layout Mechanic Extrusion Set-up Operator	23.07 - 24.20	23.30 – 24.45	23.76 – 24.93
<u>JOB GRADE VIII</u> Die Corrector A Die Shop Coordinator Maintenance Electrician B Maintenance Mechanic B Tool Maker B	24.11 - 25.28	24.35 – 25.53	24.84 – 26.05
<u>JOB GRADE IX</u> **Maintenance Electrician A **Maintenance Mechanic A **Tool Maker A <i>**Certified Journeyman Status</i>	28.31 - 29.46	28.59 - 29.76	29.17 - 30.35

LEAD HAND: shall receive seventy-five cents (.75¢) per hour above the highest rate paid to any employee in his charge in a classification normally utilized within the Department in question.

(B) Employees working on the afternoon shift shall be paid a shift premium of **one dollar and six cents (\$1.06)** per hour in addition to their regular hourly rate of pay and employees working on the night shift shall be paid a shift premium of **one dollar and sixteen cents (\$1.16)** per hour in addition to their regular hourly rate of pay. The Company agrees to pay the scheduled shift premium for all hours worked, including overtime hours.

(C) New employees will start their employment in the General Labourer classification at the minimum rate of the rate range for this classification. Upon completion of three (3) months of service in the General Labourer classification, an employee shall receive a rate increase to the maximum rate of the rate range for this classification, and further shall be reclassified upon the completion of six (6) months service in this classification to the Helper classification.

(D) A system of automatic wage progression within all job classifications shall operate on the following basis:

1. Each employee shall receive at least the minimum rate of the rate range for their classification.
2. A rate increase shall be granted an employee upon the completion by them of three (3) months of service in a job classification. The amount of such increase shall be the amount required to raise their rate to the one-quarter point of the applicable rate range.
3. An additional increase shall be granted an employee whose rate of pay is at least equal to the one-quarter point of the rate range for their classification upon the completion by them of the next three (3) months of service in such classification. The amount of such increase shall be the amount required to raise their rate to the mid-point of the applicable rate range.

An additional increase shall be granted to an employee whose rate of pay is at least equal to the mid-point of the rate range for their classification upon the completion by them of the next three (3) months of service in such classification. The amount of such increase shall be the amount required to raise their rate to the three-quarter point of the applicable rate range.

4. An additional increase shall be granted an employee whose rate of pay is at least equal to the three-quarter point of the rate range for their classification upon completion by them of the next three (3) months of service in such classification. The amount of such increase shall be the amount required to raise his rate to the maximum of the applicable rate range.
5. All automatic increases provided for herein shall be effective at the start of the nearest weekly pay period to the employee's eligibility date, it being understood that should the eligibility date occur on a Wednesday, the increase shall be effective at the start of the pay period in which the eligibility date occurs.

(E) In the event of the advancement of an employee from one job grade to a higher job grade, the employee will receive an increase of twelve cents (12¢) per hour or the next highest point in the rate range, whichever is greater at the time of their advancement, provided that this amount does not result in a rate of pay which exceeds the maximum of the new rate range for the job classification to which they have been advanced. In this event, the amount of increase will be such as to result in a rate of pay equal to the maximum of the rate range.

(F) The Plant Job Progression System applies to the job classifications listed in the following table. Permanent vacancies in the un-shaded jobs (listed as number 1 in the following table) will be posted plant-wide in accordance with Section 14 (C) of this Collective Agreement.

The shaded jobs (listed as numbers 2, 3 and 4 in the following table) will not be posted, except where there is a need to fill a permanent vacancy and no individual is available through the agreed-to progression schedule. **It is understood that in the application of this provision an employee in the agreed-to progression schedule will be**

eligible to progress and fill a vacancy in the next higher rated job even though they may not have achieved the highest rate available in their current job.

Instead, an employee who has reached the maximum rate in the applicable rate range of a number 1 job shall, upon completion of three (3) months service at the maximum rate for the number 1 job, progress to the job listed as number 2. The employee's starting rate in the number 2 job shall be set in accordance with paragraph (E) of this Section 8. Subsequent wage progression in the number 2 job shall be in accordance with paragraph (D) of this Section 8.

Where there is a number 3 and/or number 4 job listed on the following table, an employee will move to job number 3 and number 4 in the same manner as described in the paragraph immediately above.

An employee who is working in a job classification listed on the following table may elect to freeze in their current job by signing a waiver form. Employees may elect to un-freeze on either January 1st or July 1st of each year.

PLANT JOB PROGRESSION SYSTEM

Department	Job Classification	Job Grade
Material Handling	1. Material Handler	III
	2. Side Winder Operator	IV
	3. Production Expeditor	V
Packing	1. Packer	III
	2. Packer Expeditor	IV
	3. Shipper 5302	V
Inspection	1. Inspector B	V
Anodizing and Waste Treatment	1. Racker	III
	2. Processor	IV
	3. Anodizer	V
Paint Shop	1. Racker	III
	2. Processor	IV
	3. Electrostatic Painter	V
Fabrication A	1. Fabricator	III
	2. Assembler	IV
	3. Machine Operator	V
	4. Layout Mechanic	VI
Fabrication B	1. Layout Mechanic	VI
	2. Master Layout Mechanic	VII
Fabrication C	1. Layout Mechanic	VI
	2. Master Layout Mechanic	VII
Fabrication D	1. Layout Mechanic	VI
	2. Master Layout Mechanic	VII
Extruding	1. Extrusion Operator B	IV
	2. Extrusion Operator A	V
Extruding	1. Die Cleaner	V
	2. Die Corrector B	VI

Permanent vacancies in all other job classifications above Job Grade II will be posted in accordance with Section 14 of this Collective Agreement, including Chemical Technician, Die Cleaner, Die Corrector A, Die Shop Coordinator, Extrusion Set-Up Operator, Forklift Operator, Inspector A, Janitor, Layout Mechanic, Maintenance Mechanic C, Maintenance Mechanic B, Maintenance Mechanic A, Maintenance Electrician B, Maintenance Electrician A, Mixer/Formulator, Rack Repair Receiver/Shipper/Storekeeper 5301, Tool Repair, Tool Maker B, Tool Maker A and Waste Treatment Operator,

Issues with respect to the introduction and administration of the Plant Job Progression System will be referred to a Joint Company/Union Job Progression System Advisory Committee comprised of two Company and two Union Representatives. The parties agree to use their best efforts to resolve any issues that may arise. Unresolved issues may be taken up at Step 3 of the Grievance Procedure.”

(G) Should the Company undertake new or different work operations not covered by the above classifications, such work operations shall be classified and wage rates established therefor through prompt negotiations between the Company and the Union. In the event an agreement is not reached before a new job is first run, it shall be the duty of the Company to establish an appropriate wage rate therefor. Grievances on new or changed job classifications must be filed within thirty (30) days after the wage rates are established.

(H) The Company will assume responsibility for the replacement of tool boxes and their contents on Company premises and business belonging to Maintenance Mechanics, Maintenance Electricians, Toolmakers and Tool Repair classifications in the event such toolboxes and their contents become damaged or lost by fire and/or water or if all or part of a toolbox is lost by theft where there is evidence of breakage and entry up to a maximum of fifteen thousand dollars (\$15,000.00).

Each employee in the above classifications must submit to the Company a list of their tools and the estimated replacement cost of each tool prior to any theft or fire.

Claims will be denied for tools not included on the list.

(l) The Company agrees to pay a Tool Allowance of \$400.00 per year for Maintenance Mechanics, Maintenance Electricians, Toolmakers and Tool Repair classifications upon proof of purchase.

PROGRESSION-STEP SCHEDULE ≡ "A" ≡ MARCH 1, 2011					
WAGE GRADE	1	2	3	4	5
1	12.22	13.26	-	-	-
2	14.26	14.95	15.64	16.33	17.02
3	16.65	17.54	18.43	19.32	20.20
4	19.98	20.27	20.56	20.85	21.14
5	20.99	21.28	21.57	21.85	22.14
6	21.99	22.28	22.57	22.86	23.15
7	23.07	23.35	23.64	23.92	24.20
8	24.11	24.40	24.70	24.99	25.28
9	28.31	28.60	28.89	29.17	29.46
	Starting Rate	Rate After 3 Months	Rate After 6 Months	Rate After 9 Months	Maximum Rate

PROGRESSION-STEP SCHEDULE ≡ "B" ≡ MARCH 4, 2012 +1% increase					
WAGE GRADE	1	2	3	4	5
1	12.35	13.39	-	-	-
2	14.41	15.10	15.80	16.50	17.20
3	16.82	17.72	18.61	19.51	20.40
4	20.18	20.47	20.77	21.06	21.35
5	21.20	21.49	21.78	22.07	22.36
6	22.21	22.50	22.79	23.09	23.38
7	23.30	23.58	23.87	24.16	24.45
8	24.35	24.65	24.94	25.24	25.53
9	28.59	28.88	29.17	29.47	29.76
	Starting Rate	Rate After 3 Months	Rate After 6 Months	Rate After 9 Months	Maximum Rate

PROGRESSION-STEP SCHEDULE “B” MARCH 3, 2013 +2% increase					
WAGE GRADE	1	2	3	4	5
1	12.59	13.66	-	-	-
2	14.70	15.41	16.12	16.83	17.54
3	17.16	18.07	18.98	19.90	20.81
4	20.59	20.88	21.18	21.48	21.78
5	21.62	21.92	22.22	22.51	22.81
6	22.65	22.95	23.25	23.55	23.85
7	23.76	24.06	24.35	24.64	24.93
8	24.84	25.14	25.44	25.74	26.05
9	29.17	29.46	29.76	30.05	30.35
	Starting Rate	Rate After 3 Months	Rate After 6 Months	Rate After 9 Months	Maximum Rate

PAY DAYS - PIECE WORK PROHIBITED

Section 9

(A) The work week will commence on Sunday and end on Saturday, inclusive for payroll purposes. Employees shall be paid weekly by Direct Deposit to the Financial Institution of the employee's choice. Employees will have access to their pay every Friday morning. When an employee is laid off or discharged, they shall be paid **as provided for in applicable law.**

(B) Effective no earlier than January 1, 2010, employees shall be paid bi-weekly by Direct Deposit to the Financial Institution of the employee's choice. With the implementation of a bi-weekly pay period, employees will have access to their pay every other Friday morning.

(C) There shall be no piece or contract work by the employees, and all work performed shall be paid for on an hourly basis.

REPORTING AND CALL-IN PAY - EMPLOYEE INJURY

Section 10

(A) Any employee who reports for work on their regular shift on a regular work day without being previously notified not to report at least four (4) hours prior to their scheduled shift start, and who is not put to work for at least four (4) hours due to lack of work to be performed, shall be paid a minimum of four (4) hours pay at their applicable hourly rate, except in cases where absence of work is due to non-operation of the plant, or substantial portion thereof, as a result of fire, Act of God, strike by employees covered by this agreement or power failure.

(B) Any employee who has completed his shift and has left the Company premises and who by request of the Company returns to work outside their regular shift hours, shall be paid thirty (30) minutes travelling time each way at their regular straight time hourly rate and in addition shall receive pay for actual time worked at their regular hourly rate plus the amount of applicable overtime premium, or they shall be paid four (4) hours at their regular rate plus applicable overtime, whichever is greater.

Any employee who is called at home by a Supervisor or another employee, at the direction of a Supervisor and is requested to provide advice over the telephone but does not return to work outside of their regular shift hours, shall be paid a maximum of one (1) hour at the employee's rate of pay.

It is further understood that in the application of this Section 10(B), any employee who returns to work after a phone call, shall be paid as per paragraph one (1) of this Section.

Any employee injured at the Company's plant, who is sent to a doctor and returns to work during their regular or scheduled overtime work hours the same day, shall receive pay at the applicable hourly rates for such time thereby lost on such day, including overtime hours scheduled.

Should such employee be admitted to hospital or be instructed by the Company or the Doctor to refrain from performing further work on the day such employee is injured then said employee shall receive the applicable hourly rate for their regular shift and for scheduled overtime at overtime rate for any time lost, regardless of when the injury occurred. Confirmation that an employee cannot perform further work on the day such employee is injured will be required by the Company. If such employee shall, on any subsequent day on which they perform work for the Company, go to the doctor or accredited and licensed medical/treatment provider, for treatment of such injury during their regular working hours, they shall receive the applicable hourly rate for such regular time thereby lost on such day. Confirmation of such subsequent visits to the Doctor may be required by the Company.

VACATIONS

Section 11

(A) Each of the Company's employees to whom this agreement is applicable shall, in each year this agreement remains in effect, be granted a vacation with pay in accordance with the provisions hereinafter set forth.

(B) Based upon a vacation credit year running from July 1 to June 30, employees shall receive vacation credits as set forth below in the schedule of vacation credits. For the purpose of computing vacation credits in the second and each ensuing year of service, the employee's hiring date will govern if he is hired between January 1 and June 30. If an employee is hired after June 30 and prior to January 1st, their employment date for the purpose of computing vacation credits only will be back dated to June 30.

<u>VACATION CREDIT SCHEDULE</u>		
Length Of Employee's Service With The Company As Of July 1	Number Of Work Days Vacation	Vacation Pay
Less Than 1 Year	1 Day/Month To Maximum Of 10 Days	4% Of Gross Pay
1 – 4 Years	10 Days	4% Of Gross Pay
5 – 11 Years	15 Days	6% Of Gross Pay
12 – 22 Years	20 Days	8% Of Gross Pay
23 Years And Over	25 Days	10% Of Gross Pay

(C) Gross pay for all employees shall include vacation pay earned in the current vacation credit year, but shall not include Workers' Compensation Board Benefits, Weekly Indemnity Benefits or contributions made by the Company toward other Benefits. However, an employee with one (1) year or more service who has lost time, not to exceed one (1) year, for which they receive Weekly Income Benefit because of confirmed illness or injury not covered by Workers' Compensation shall have included in their gross pay calculation an amount equal to the number of working days the

employee was in receipt of such benefit, times the employee's regular straight time daily earnings.

(D) Vacations shall not be cumulative, but must be granted and taken in the vacation year in which they are due. Each employee shall notify the Company by April 1st of each year, the vacation period most desired and will be awarded based on seniority in such a way to insure the effective and continued operation of the plant. The Company shall notify each employee by May 1st of each year, the vacation period allotted to such employee. After April 1st of each year, vacation selections or changes to previous vacation selections will be on a first come, first serve basis. If an employee is absent on the work day before such employee's vacation would have commenced and extends into the employee's allotted vacation period because of confirmed illness or injury, or if an employee has a confirmed illness or injury during the employee's vacation, they may request another vacation period.

Although it is the Company's intent to honour vacation period(s) allotted to an employee as per the provisions above, the Company reserves the right to address emergency situations and unforeseen circumstances. However, even in such cases, the Company will make a sincere attempt to accommodate the vacation plans of the employee.

(E) In the event an employee's employment with the Company should be terminated for any reason prior to the vacation period as outlined above, the said employee or employees shall be paid their accrued vacation pay, computed in accordance with their length of service as hereinabove provided at the time of separation.

(F) Effective the first full paid period that begins sixty (60) days after the effective date of this agreement, earned vacation pay will either be paid to employees as part of their regular paycheque or will be deposited into a separate account. If the employee elects to have the vacation pay deposited into a separate account, they must provide the Company with the routing and account information. Any accrued vacation pay as of the effective date of this provision will be paid as part of the first regular paycheque issued

after the effective date in this paragraph or will be deposited into the separate account according to the employee's choice.

(G) During the life of this agreement the annual vacation pay will be scheduled the second last Friday of June. Employees wishing to access vacation pay, other than on the second last Friday of June, must make a written request for a minimum of five (5) days pay, to the Company, not later than the Friday previous to payroll.

(H) All employees who have vacation credit of fifteen (15) days or more on July 1st of each year shall be required to take at least fifteen (15) days of vacation time off from work during the vacation year (July 1 to June 30). Employees with less than fifteen (15) days of vacation credit on July 1st shall be required to take all of their vacation as time off from work during the vacation year. The intent of this clause is to ensure that employees take a rest period away from their regular work.

WELFARE BENEFITS

Section 12

(A) Pension Plan: for the life of this Agreement the Company agrees to continue the Kawneer Company Canada Limited Pension Plan for Hourly-Rated Employees at the Lethbridge Plant as in effect immediately prior to the execution of this Agreement. Pension is calculated at fifty-two dollars (\$52.00) per year of credited service for all employees retiring on or after January 1st, 2008.

All terms and conditions of this Plan are outlined in Pension documents filed with the Company and explained in brief in employee booklets issued by the Company. Employees may review the complete text of the Pension Plan upon request.

Spouse, for common-law arrangements, shall require a cohabitation period of 12 months. The Company agrees not to make any changes to the Pension Plan without mutual agreement from the Union. This Plan will continue on a non-contributory basis.

(B) For the duration of this Agreement the Company will pay the full premium for the group life insurance, accidental death and dismemberment insurance, major medical benefits, weekly income benefit, and dental benefit hereinafter set forth in the Benefit Schedule in Subsection (C) hereof, and, in addition will pay the full premium for benefits provided for by the Alberta Health Care Insurance Plan.

(C) BENEFIT SCHEDULE

EMPLOYEE COVERAGE ONLY			
Coverage		Amount	Explanation
1.	Life Insurance	\$45,000	Payable upon death from any cause.
2.(a)	Accidental Death	\$45,000	Covers non-occupational accidents only and is in addition to item #1.
(b)	Accidental Dismemberment Benefit		Covers non-occupational bodily injuries only. For percentage of amount covered refer to Group Policy in force.
3.	Weekly Income Benefits	60% of the employee's straight time weekly earnings.	Covers non-occupational accidents or illness only. Benefits commence with first day for accident, first day for hospitalization, including outpatient procedures where authorized by a physician by completion of the insurance form certifying the procedure and that time off was required, fourth (4 th) day for illness. Limited to 26 weeks for each disability. Employee is to be paid an additional benefit for the first three (3) days of illness (waiting period) as follows: <ul style="list-style-type: none"> ▪ illness exceeds 7 consecutive days, 1 additional days benefit. ▪ illness exceeds 14 consecutive days, 1 additional days benefit. ▪ illness exceeds 21 consecutive days, 1 additional days benefit.
It is agreed that any E.I. premium rebate resulting from the registration of the Weekly Income Benefit Plan becomes solely the property of the Company to assist in offsetting the cost of increased benefits.			
4.	Life Insurance (Retired Employees)	\$5000	Payable upon death from any cause. Effective on retirement.

EMPLOYEE AND DEPENDENTS COVERAGE		
Coverage		Explanation
1.	Major Medical Expense Benefit	Dispensing fee cap of \$15.00. Covers 100% of remaining applicable medical expenses in any calendar year. Covered semi-private hospital expense is not subject to a deductible. There is no overall lifetime maximum benefit amount. Certain covered expenses are subject to a calendar year of lifetime maximum amount.
2.	Daily Hospital Benefits	As provided for by the Alberta Health Care Insurance Plan (A.H.C.I.P.).
3.	Medical, Surgical, Laboratory Diagnostic and Anaesthesia Benefits	As provided for by the Alberta Health Care Insurance Plan (A.H.C.I.P.).
4.	Dental Benefit: Preventative Care Plan -plus- Endodontics, Periodontics and Rebasing, Re-lining and Repair of Dentures and Crowns, Bridges and Dentures. Orthodontia Coverage added.	Preventative care covered at 90%. Other applicable covered expenses are covered at 80% to a maximum of \$2,000 per calendar year. Crowns, bridges at 50%, dentures covered at 75% to a combined maximum of \$2,000 per calendar year. Orthodontia will be covered at 50% up to a lifetime maximum of \$3,000 per eligible child dependent up to age 19. Covered expense is not subject to a deductible. Coverage is effective upon the completion of six (6) months service with the Company.
5.	Vision Care: \$250 payable per 24-month period.	

(D) Each employee and each such employee's spouse shall be fully covered by the benefits set forth above ninety (90) days (Dental six (6) months) from the day the employee joins the Company and shall continue to be fully covered while the employee is actively at work. Unmarried and unemployed dependent children shall also be covered when the employee becomes eligible and shall continue to be fully covered while the employee is actively at work until the child reaches age nineteen (19), provided however, A.H.C.I.P. benefits will continue until the dependent child reaches age twenty-one (21) and major medical benefits will continue until a dependent child in regular attendance at school reaches age twenty-three (23).

Coverage continues while an employee is not actively at work as specified below:

Lay-Off/Leave of Absence - An employee is covered until the end of the month following the month in which the layoff or leave of absence starts (except Weekly Income Benefit). Coverage is effective immediately on return to work.

Sickness/Compensable Injury - An employee is covered up to thirty (30) months. The Company also pays the premium for A.H.C.I.P. as specified above for this period. If an employee under age sixty-five (65) at the time of disability is absent from work because of illness or compensable injury and remains disabled, such employee's life insurance shall remain in force as long as the disability remains but only to age sixty-five (65).

Termination - Life Insurance only is continued for a period of thirty-one (31) days.

(E) The Company shall furnish each eligible employee with an insurance certificate and information booklet describing the above benefits.

(F) The Company agrees to assist employees in filing claims for benefits to obtain a prompt and proper settlement of all claims.

(G) The above outlines in brief form the Group Life and Health Insurance program. Complete terms, including exceptions, are set forth in policies issued by the Insurance Company. The benefits set forth above and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of the Union and the Company.

(H) The Company agrees to supply the Local Chairperson **and Local President**, upon request, with a list of phone numbers, addresses, birth dates and ages of all bargaining unit employees. Upon request by the chairperson, the Company will supply a list of birth dates and ages of any new employees hired into the bargaining unit. This information is to be kept confidential.

(I) The Company agrees to provide prescription drug coverage to early retirees and their spouses. Reimbursement is on the basis of 75% of eligible expenses (no deductibles) with the following qualifications:

- 15 years seniority to become eligible
- 4 years maximum coverage or to age 65 of employee, whichever comes first
- coverage ceases if employee becomes gainfully employed elsewhere or is deceased.

(J) Medical Assessment.

Upon mutual agreement of the parties, an employee may be sent to an independent medical specialist and/or an assessment facility, chosen by the parties, if the reasonable cause to do so has been established. The Company will pay the costs of the medical assessment and will keep the employee whole for any scheduled work time missed by the employee to attend the assessment. Required travel outside of the Lethbridge Region will be compensated at the applicable Company mileage rate for the use of a personal automobile. Other legitimate travel expenses will be paid by the Company subject to advance approval by the Human Resources Manager.

(K) The employees covered by this Agreement have the benefits specified by this Section and as per the plan in place as of December 31st, 2007 with Manulife. The agreed-to level of benefits specified by the Agreement and such plan will be maintained regardless of the benefit provider selected by the Company. Should an employee report a loss in benefit coverage as the result of an action by a benefit provider, the Company will remedy the loss to the employee and will work with the provider to insure that the same loss does not occur to other employees.

COPY OF AGREEMENT

Section 13

The Company agrees to provide a copy of the Collective Agreement, including all letters of Understanding in booklet form to all bargaining unit employees within ninety (90) days of ratification of the agreement. New hires will be provided with a copy of the Collective Agreement, including all letters of Understanding in booklet form upon date of hire.

SENIORITY

Section 14

(A) Each employee shall hold plant-wide seniority which shall date from the date of their most recent date of hire. Seniority shall consist of the sum total of an employee's continuous service with the Company. Layoffs due to lack of work, injury or illness of the employee, leaves of absence as hereinafter provided or other cause not due to the voluntary act or fault of the employee, shall not constitute an interruption of continuous service as used herein.

The Company will be cognizant of the Union's concern regarding the use of seniority in the application of the relevant provisions of the Collective Agreement. The parties agree that it is the ongoing goal to respect the service of senior employees in the application of provisions relative to promotion and to the movement of employees throughout the plant. It is recognized that in the large part, this will result from adequate and continuous training of employees.

(B) During the first seventy five (75) working days of his employment, a new employee, including those re-hired after severing their employment relations with the Company, shall be recognized as being a probationary employee and may, during such probationary period, be laid off or discharged as exclusively determined by the Company and, in such event, there shall not be any grievance processed with respect to such layoff or discharge. Upon completion of such probationary period, the seniority status of such employee shall start from the date they were originally employed.

(C) In cases of promotion to a posted vacancy, except to supervisory and salaried positions outside the scope of this agreement, demotions, upgrading, filling newly created jobs, transfers of employees, or when an increase of the working force is involved, the following qualifications shall be considered:

1. Skill and ability to efficiently perform the work in question in accordance with generally recognized shop requirements for such work.
2. Past performance.
3. Length of continuous service.

When qualifications 1) and 2) are relatively equal, length of continuous service shall be the controlling qualification. In cases of demotions resulting from layoff situations, Section 14 C) 2) will not apply.

Layoff/Recall

Whenever it becomes necessary to decrease the working force, probationary employees will be the first laid off to be followed if necessary by further layoffs in inverse order of seniority, provided those remaining employees have the ability required in order to do the work available. It is understood and agreed that in cases of restoration of forces, the Plant Chairperson shall be notified as soon as possible.

Status of Re-hired Probationary Employees

It is agreed that should a laid-off probationary employee be re-hired by the Company within six months of date of layoff that they will complete the balance of their probationary period, at the end of which time their seniority date will be their hiring date at the time of layoff.

Employees who have been laid off in accordance with the above provisions will be recalled to work in line with seniority provided they have the ability required to do the work available. The above does not apply to temporary layoffs as defined in Subsection (D).

If the available work to which the employee is being recalled is less than ten (10) working days, the employee shall not be compelled to accept the recall to work as a condition to retain their seniority status, except where such recall refusal would effect the efficient and orderly operation of the Company's plant and business. The Company in its efforts to contact an employee regarding such available work will not be bound by the detailed notification procedure outlined in Section 14 (E) 4) of this Agreement. The Company will notify the Union which employees are recalled under the above procedure.

If an employee is recalled to work within four (4) weeks of being laid off, they shall be recalled to the same pay grade as at time of layoff.

(D) In all cases of reduction of forces, the employees affected and the Plant Chairperson shall be notified according to the following schedule:

1. Employees with less than two (2) years continuous service shall receive five (5) working days notice.
2. Employees with more than two (2) years continuous service will receive ten (10) working days notice.

In the event that the reduction does not occur on the date the employee received notification for, the original notice will be null and void and the Company will be required to issue a new notice of reduction in accordance with the time limits of 1 and 2 above.

Any employee not so notified shall receive their regular rate of pay for any difference between the length of notice given them and the requirements provided for above. The above notice shall not be required with respect to temporary layoffs because of lack of work for a period of two (2) working days or less, or because of breakdown of machinery, or failure in supply of materials, floods, fires, Acts of God or other circumstances unforeseeable or uncontrollable by Employer, or because of discharge of an employee for proper cause.

(E) An employee's continuous service and their seniority status based thereon shall be terminated for the following reasons, unless the seniority status of an employee is restored pursuant to the grievance and arbitration provisions of this agreement:

1. If they resign or quit.
2. Is discharged for proper cause.
3. Absence from work without leave for three (3) consecutive work days unless the employee can prove a reasonable excuse for such absence and also can prove that their failure to apply for such leave was due to circumstances beyond their control.
4. Following a layoff, fails to advise the Company within three (3) working days of receipt of notice of their intentions to return to work at the time specified

in such notice, or fails to return to work on the date and at the time specified in the notice, which shall not be less than five (5) days nor more than seven (7) work days after the mailing or sending of such notice. (It shall be the duty of employees to notify the Company, in writing, of any change of address). In the application of Section 14 (E) 4) and subject to production demands, the Company will consider requests from employees being recalled for an extension of return to work date to a maximum of five (5) work days where recalled employees in question are required to give notice of termination with another Employer of at least five (5) work days.

5. When an employee has performed no work for the Company, excluding leaves of absence (including weekly indemnity and LTD), for any reason other than a job-related injury for which they receive Workers' Compensation Board benefits, for a period of time equal to the employee's length of service acquired at the time of going out of service, except that this period shall not be less than six (6) months nor more than thirty (30) months.

(F) The Company shall, within fifteen (15) days after the signing of this Agreement, furnish the Union and post on its bulletin boards, a seniority list containing the name, date of employment, clock number and classification of each employee. Revised seniority lists, including highlighted changes shall be furnished to the Union by the Company and copies thereof shall be posted by the Company on its bulletin boards each three (3) months during the term of this Agreement. Revised seniority lists shall be reviewed with the Plant Chairperson at least two (2) days prior to the Company posting copies thereof on its bulletin boards. Any appeals from such seniority lists shall be made within ten (10) regular work days following the date the seniority list is posted by the Company on its bulletin boards, otherwise the contents of such seniority list shall be considered final. In order to facilitate the proper administration of this Agreement, the Plant Chairperson shall be furnished, upon request, information concerning the employment date and classification of any employee to whom this Agreement is applicable. The Company also agrees, under such circumstances, to inform the Plant Chairperson of any case of an employee being below the minimum or above the maximum of the applicable rate range for their job classification.

(G) Any employee to whom this Agreement is applicable who is transferred to a position outside the bargaining unit after the date of this Agreement shall forfeit all rights and privileges including seniority within the bargaining unit.

(H) In the event of a layoff, the Plant Chairperson during their term of appointment will be retained in the employ of the Company as long as there is work available for them which they are qualified to perform, regardless of their position on the seniority list.

(I) It is understood and agreed that any decisions related to the promotion of an employee to Lead Hand, the removal from an employee of the Lead Hand designation and the determination of the number of Lead Hands required, shall rest exclusively with the Company. The Company will inform the Shop Committee prior to the promotion or the removal of a Lead Hand.

The following outlines the duties expected of Lead Hands:

1. Safety responsibilities:
 - Ensure that employees are using safe practices.
 - Report unsafe equipment and practices to Supervisor.
2. Train new employees and train employees on new procedures.
3. Delegate work as directed by the Supervisor and monitor production to ensure adherence to standard work procedures and the work schedule.
4. Assist Supervisor in determining who is available for overtime and communicate Supervisor's overtime instructions to employees.
5. Equipment responsibilities:
 - Oversee equipment operation.
 - Ensure proper machine setups.
 - Report equipment problems to Supervisor.
6. Respond to workers' requests for assistance and help them solve production problems.
7. Fill in for other employees in the event of absences, problems, etc.
8. Perform other non-supervisory duties as required.
9. Lead Hand shall not administer discipline to other employees.

(J) The Company agrees to post newly created or newly established permanent jobs for hourly-rated jobs/vacancies above Job Grade II according to the following procedure. Job classifications listed as numbers 2, 3 and 4 in the Job Progression table in Section 8 (F) are not subject to this posting procedure except where there is a need to fill a permanent vacancy and no individual is available through the agreed-to progression schedule:

1. The job will be posted for three (3) working days and the posting will include the shift the vacancy is on.
2. The posting will list the qualifications required for the job.
3. Employees may apply for the posted job on Job Bid Forms which should be completed and forwarded to the Human Resources Department.
4. The Company is not obligated to fill the position from within the Company if no qualified applicants are available.
5. The Company agrees to allow the Plant Chairperson to review and comment on all applications for a job posting prior to the Company posting the name of the successful applicant.
6. The name of any successful candidate from within the Plant will be posted for three (3) working days.
7. **Successful candidates for postings shall be entitled to a period of ten (10) working days to determine whether they are physically able to perform the job or if there are any legitimate environmental factors that may affect them. Should the employee determine that such factors or reasons exist and can substantiate them, they shall then be entitled to return to their previous job and shift. Also, during the ten (10) working day period the Company may elect to return the employee to their previous job and shift based on the criteria above. In the event an employee elects to return, or is returned by the Company, the next senior employee who posted for the job will be moved into the vacancy.**

In the application of this Subsection (J), qualifications as outlined in Subsection (C) above will apply.

(K) Temporary vacancies are defined as vacancies that are projected to last thirty (30) calendar days or more that arise from instances such as vacations, sickness, WCB and leaves of absence. A qualified employee is defined as an employee that currently or previously performed the job classification.

Temporary vacancies will be filled as follows:

- 1. Offered to available qualified employees from within the department on that shift in seniority order.**
- 2. If the vacancy is not filled in accordance with 1 above, the vacancy will be posted. In order to be awarded the vacancy as a result of the posting, an employee must be qualified as defined above.**
- 3. If the vacancy is not filled in accordance with 1 or 2 above, the Company will implement the “Temporary Transfer” provisions of the Agreement if employees are available due to a reduction of work.**
- 4. If the vacancy is not filled in accordance with any of the above three provisions, the Company will recall the senior qualified laid off employee if employees are on layoff.**
- 5. If the vacancy is not filled in accordance with any of the above four provisions, the Company may assign the least senior qualified employee on that shift from the department or plant to fill the vacancy.**
- 6. When the employee whose absence caused the vacancy returns to work, the employee then filling the vacancy will be returned to their previous job/department and shift.**
- 7. In the event it is determined that the employee who is absent is not going to return to work, the vacancy will be considered a permanent vacancy and will be filled in accordance with the progression (Section 8F)/posting (Section 14J) provisions of this Agreement.**

(L) TEMPORARY TRANSFER

A temporary transfer is defined as a transfer of an employee to a job in another department that arises due to a lack of work in an employee(s) home department. Lack of work is defined as a reduction of work available in any given department

from predicted or planned levels which necessitates the movement of employees within the plant. A lack of work may or may not result in a layoff from the plant.

Any affected employees will be given the choice of work in other departments based on seniority and qualifications. If the transfer lasts more than ten (10) working days, a transferred employee may at their discretion displace a junior employee in the same department on a different shift based on seniority and qualifications. To facilitate these transfers the Company shall immediately request from each employee affected by a resulting displacement their choice of department and shift. This process is intended to result in all affected employees being in place in their department/shift choice on the eleventh day of the temporary transfer should it last that long or longer.

A transferred employee will maintain their rate of pay from their home department unless the job they are being transferred to is the same rate of pay as the job they held in their home department or a higher rated job. If the rate of pay on the job the employee is being transferred to is a lesser rate of pay, the employee's job grade will be reduced by one job grade ten (10) working days after the transfer. Regardless of whether or not the employee's job grade is maintained or reduced in accordance with the provisions of this paragraph, an employee may progress in accordance with the progression rates in the department he is transferred to if there are higher rated jobs in the department. If the employee was frozen at their rate of pay in their home department, the employee must elect to unfreeze within the first ten (10) working days in the transferred to department in order to progress in pay if applicable in accordance with the provisions of this paragraph.

Transferred employees will be recalled to their home department in accordance with their seniority as vacancies occur in their home department with senior employees having first right of refusal. If no employee agrees to recall then the Company can force the junior employee. No vacancy will be posted in a department until all transferred employees have been recalled to the department. Employees returning to their home department will return at the rate of pay they

held when they were transferred from the department. If an employee was frozen at their rate of pay in their home department, the employee will be considered as frozen when returned to their home department.

The ten (10) working days referred to in these provisions will be applicable to a maximum of two (2) consecutive temporary transfers after the employee has been transferred from their home department.

(M) A temporary assignment is an assignment that arises as the result of a daily or short term opening that is expected to last thirty (30) consecutive calendar days or less. Once the Company has-considered the use of overtime, the Company may, at any time, temporarily assign any employee or employees to any class of work other than that in which they are normally employed. The Company will assign employees from within an affected department and shift for the balance of the week in which the opening occurs and thereafter if such employees are available on that shift before assigning employees from another department or shift. All assignments shall be based on the Company assigning the junior qualified employee.

Once a temporary assignment lasts longer than thirty (30) consecutive calendar days, the opening shall then be governed by the rules related to temporary vacancies.

No employee's rate shall be reduced as a result of a temporary assignment, however, if the job assigned is of a higher pay grade then the employee shall receive such rate for all time worked in the temporary assignment.

(N) In the event the Company notifies an employee on Friday of a shift change for the following week, and the shift change would result in the employee returning to work on Sunday with less than forty eight (48) hours from the end of their regular shift on Friday, the employee may elect to not work the Sunday shift, without pay. If the Company elects to fill the Sunday shift, it may utilize overtime or may elect to fill the opening by moving the junior qualified employee on the same shift on which the opening exists.

BEREAVEMENT LEAVE

Section 15

The Company shall grant bereavement leaves, with pay, to employees who request such leaves as a result of a death in the employee's immediate family. Such employee shall be granted an excused absence of three (3) working days at their base rate of pay for the purpose of attending the funeral and conducting other associated activities. In the application of Section 15, the Company agrees to extend the vacation time for an employee on vacation by the length of the bereavement leave. For the purpose of this Section, an employee's immediate family shall be defined to include their mother, father, step parents, spouse (including common-law relationships of one (1) year, and same-gender partners), child, stepchild, brother, sister, mother-in-law, father-in-law, step parents of spouse, grandmother, grandfather or grandchild.

LEAVES OF ABSENCE

Section 16

(A) The Company shall grant leaves of absence to employees called for jury duty, for the period of time an employee shall be required to sit as a juror. For such period of time, the Company shall pay to the employee an amount equal to the difference between the amount the employee actually receives while on jury duty and the amount received for working regular days at straight time rates of pay during the period of their jury service. The above will also apply to instances where the employee is required to act as a Crown Witness. To avoid hardship, the employee will receive their regular straight time rate of pay for such time as they are required to be absent during their regular working hours for the above purpose. When the employee is paid for jury duty or witness duty, they will bring the endorsed cheque to the Human Resources Department.

(B) Leaves of absence, without pay, shall be applied for in writing and presented to the Human Resources Manager **who shall notify the Local Chairperson of such application within five (5) working days.. In the event a Leave of Absence is denied, the Company will notify the Local Chairperson of the denial.** Such leaves of absence shall be granted in cases of confirmed personal emergency. Such leaves of absence may be granted for other reasonable causes, including specific union activities, provided production and maintenance requirements of the plant permit. All leaves of absence, without pay, shall be granted for a period not to exceed one (1) month, unless extended for reasonable cause by mutual agreement between the Company and the Union. The Company agrees that it will consider all requests for such leaves without favour or unfair discrimination.

(C) Any employee who, while on leave of absence, obtains employment with another employer without having obtained prior permission to do so from the Company and the Union, shall be subject to discharge. The Plant Chairperson shall receive a copy of the permission for the leave of absence within one (1) work day of it being issued to the employee. The Plant Chairperson or the employee's Shop Steward shall have their copy before the leave of absence becomes effective.

(D) Any employee elected or appointed as a Union Officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave, without pay, for an indefinite period of time. Employees granted such leaves of absence for Union business shall be re-employed by the Company at the end of such leave with accumulated seniority and all other benefits to which they would have attained, except for the intervention of such leaves of absence.

(E) At the written request of the Union, the Company will grant, without pay but without loss of seniority or benefits, a leave of absence for two members of the bargaining unit at any one time to attend the Union educational program provided such leave will not interfere with production or maintenance operations. The length of time for such leave of absence shall not exceed twenty (20) days class time per Calendar year per person. The Company requires at least three (3) weeks written notice under this Subsection.

(F) The Company agrees to grant an employee a Maternity/Parental (including Adoption) leave of absence in accordance with the Alberta Employment Standards Code. Seniority will continue to accumulate during this period (except for purposes of automatic progression in Section 8).

(G) The Company agrees to continue to pay regular wages for an employee who has been granted a leave of absence to attend Union business outside the Plant and to bill monthly the C.A.W. for such regular wages paid by the Company. The Union agrees to reimburse the Company by cheque made out to the Company within thirty (30) days from the billing date

(H) The Company has agreed to pay four (4) members (employees) of the Union Negotiating Committee their regular rate of pay for the time spent in all scheduled meetings with the Company.

GRIEVANCE PROCEDURE

Section 17

(A) The Union shall have the right to elect or appoint a Plant Chairperson and additional Shop Stewards from among its members employed by the Company. In the event that two (2) or more of the members of this group work in the same department, only one will be allowed to attend to union business either within or outside the department at any one time, except to attend meetings approved by a supervisor or manager. The Plant Chairperson, together with four (4) of the Shop Stewards as herein above provided for, shall constitute the Shop Committee. In the absence of a Shop Steward, the Union shall have the right to appoint a temporary Shop Steward. The Shop Stewards shall not be discriminated against for performing their duties as hereinabove provided. In the absence of a Shop Steward on a shift, the Union shall have the right to select a temporary Shop Steward. The Union shall notify the Company as soon as the Shop Steward is selected.

(B) The Union agrees to furnish the Company, in writing, the names of the Shop Stewards and Plant Chairperson, and will notify the Company of any changes made in these offices as they occur from time to time. The Company will not be required to recognize any Union representative where written notification of any such Union representative's appointment has not first been given to the Company.

(C) For the purpose of definition, a grievance is a difference of opinion between the Company and the Union, or an employee or group of employees covered by this Agreement, with respect to the meaning, interpretation, application or alleged violation of the terms of this Agreement.

(D) Should a grievance arise between the Union and the Company, the complaining or aggrieved party shall serve notice, in writing, to the other no later than five (5) working days from the date the event occurs which gives rise to the grievance and an earnest effort shall be made to settle the differences involved as hereinafter provided for, beginning with Step 3 of this Subsection (D). Should a grievance arise between an employee, or a group of employees, and the Company, the aggrieved employee or employees, as the case may be, shall present such grievance or grievances

immediately and except in cases involving an employee or employees returning from an excused absence or vacation, not later than five (5) working days from the date the event occurs which gives rise to the grievance. An employee or employees returning from an excused absence or vacation shall present a grievance or grievances involving an event which occurred less than five (5) working days prior to the start of such period of absence or during such absence immediately and, in any event, not later than three (3) work days following the date of their return to work. An earnest effort shall be made to settle the differences between an employee or group of employees and the Company in the following manner:

Step 1

Any grievance or complaint shall be presented for settlement to the Supervisor, in writing, on appropriate forms furnished by the Company and approved by the Union. Any employee or group of employees having a grievance may present it to the Supervisor either directly or with or through a Shop Steward, provided any adjustment made shall not be inconsistent with the terms of this Agreement. If the problem or difference is not settled satisfactorily within three (3) working days after being presented to the Supervisor, the grievance shall be presented within two (2) working days thereafter to be processed in Step 2. No settlement made in this step of the procedure shall have any binding effect upon future grievances involving the same subject.

Step 2

In case the complaint is not settled satisfactorily in Step 1, two Union representatives will take up the written complaint with two representatives of the Company. The appropriate Company representative shall investigate and render their decision in writing within three (3) working days after the grievance or dispute is presented in Step 2. If the decision rendered is not satisfactory, or if an appropriate Company representative fails to provide an answer within the time specified, the grievance or dispute shall, within seven (7) working days thereafter, be presented to be processed as provided for in Step 3.

Step 3

Complaints or disputes not settled as herein above provided shall be taken up by a representative of the Union and/or the full Shop Committee with the Chief Executive of the Company or their designated representatives and such additional reasonable number of representatives as either party may desire. The appropriate Company representatives shall investigate and report, in writing, the Company decision within five (5) working days following the day on which the grievance is discussed in this step of the grievance procedure. If the written decision in this step of the procedure is not satisfactory, the grievance or dispute shall, upon the written request of the Company or the Union, be submitted to arbitration in accordance with the arbitration provisions hereinafter set forth, provided such request is made within fifteen (15) working days after the Chief Executive of the Company or their designated representatives, as the case may be, renders their written decision as provided for in this step of the procedure. In the event that the Company answer provided for herein shall not be given within the time specified, the fifteen (15) day period referred to for commencing arbitration shall begin as of the day on which the answer became due.

(E) Failure by the Union to appeal a grievance decision in accordance with the provisions set forth above will result in the grievance involved being considered dropped or settled in accordance with the last decision rendered by the Company or its designated representative or representatives. It is understood and agreed that the time limits set forth in Subsection (D) hereof may be extended by mutual agreement between the Company and the Union.

(F) Any settlement arrived at between the Company and the Union in Steps 2 or 3 of the grievance procedure set forth above shall be reduced to writing in duplicate and signed by the Company and the Union and each party shall receive a copy. The Shop Stewards provided for and mentioned in this Section shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this Agreement. They shall not have, or be deemed to have, any other authority to act for or bind the Union. All decisions and settlements arrived at between authorized representatives of the Company and

authorized representative or representatives of the Union shall be final and binding upon the employee or employees involved.

(G) The Company will be responsible for scheduling meetings on grievances in Steps 2 and 3 of the procedure set forth in Subsection (D) above and representatives of the Union will make all requests for meetings to the properly designated representative of the Company. The Shop Stewards will be paid for time lost from their regular work shift in discussing a specific grievance with the proper management representatives in their respective steps of the grievance procedure. Recognizing that the Shop Stewards have regular work to perform for the Company and that their grievance activity should be held to a minimum during their working hours, the Shop Stewards shall notify their respective supervisors before leaving their assigned work. It is understood and agreed that this privilege shall not be abused and that Shop Stewards shall respect requests by their supervisors to remain in their work area to complete a specific job. On resuming their regular work, the Shop Stewards shall report back to their respective supervisors.

(H) The Company agrees that the Local Union President or their designate, during the term of this Agreement, may attend regularly scheduled Union/Management Meetings.

ARBITRATION

Section 18

(A) Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the grievance procedure as set forth in the preceding Section of this Agreement shall, upon written request of either party, which request must be made within fifteen (15) days after the dispute in question has been processed pursuant to Step 3 of the grievance procedure, be submitted to an Arbitrator as follows:

Within ten (10) working days of the receipt of such request, both Parties will exchange lists of three (3) proposed Arbitrators. In the event that no name is common to both lists and the Parties cannot agree on an Arbitrator, either Party may within ten (10) working days after the lists have been exchanged request the Minister of Labour of the Province of Alberta to appoint an Arbitrator and shall provide the other party with a copy of such request. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision in writing; such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do, or abstain from doing, anything required of them by the decision of the Arbitrator. The expense of the Arbitrator shall be borne equally by the Company and the Union.

(B) The foregoing provisions for arbitration are not intended, and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this Agreement, nor shall the Arbitrator have any authority to alter or change any of the provisions of this Agreement, or substitute any new provision in lieu thereof, or make any decision inconsistent with the terms and provisions of this Agreement. It is expressly understood and agreed that the foregoing provisions for arbitration shall not apply to any dispute as to terms or provisions to be incorporated in any proposed new Agreement between the parties.

(C) However, the Arbitrator is hereby authorized and empowered to make their decision and award retroactive, including retroactive pay for employees improperly or

unjustly laid off or discharged if, in their judgment, circumstances justify such award. Any dispute between the parties as to the interpretation or construction to be placed upon the award made as herein above provided for shall be submitted to the Arbitrator who made the award, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

DISCIPLINARY RECORDS

Section 19

Disciplinary actions, including written warnings, shall not remain against an employee's record for more than twenty-four (24) months from the date of the incident, provided the record is free of discipline for subsequent similar items. Such disciplinary action which no longer remains against an employee's record will be removed from an employee's file upon a specific request to the Human Resources Manager from the affected employee.

STRIKES AND LOCKOUTS

Section 20

The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it, nor its representatives will, during the term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down, or curtailment or restriction of production, or interference with work in or about the Company's plant or premises. The Union further agrees that any employee, or employees participating in, taking part in, instigating or assisting in instigating, in such strike, picketing, sit-down, stand-in, slow-down, or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this Agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition or wilful restriction or reduction of production by an employee which is within such employee's reasonable control.

PLANT VISITATION

Section 21

An authorized representative of the Union, after contacting a Company representative designated by it for such purpose, and arranging for a convenient time, shall be permitted to visit the office of the Company or to visit the Company's shop to investigate any matter covered by this Agreement, but they shall in no way interfere with the progress of the work.

BULLETIN BOARDS and UNION FLAG

Section 22

(A) Two **48 inch by 36 inch locking** bulletin boards shall be made available by the Company for the exclusive use of the Union, **with the Union retaining all keys for such boards.** It is understood and agreed that proper notices relating to meetings, appointments of committees, election of officers, seniority schedules, dues, entertainment, health and safety **are examples of the types of items that will be posted on the bulletin boards.** The Union shall not post any defamatory or libellous notices on such bulletin boards.

(B) Subject to membership and executive approval after all costs have been reviewed, the Company will have a flag pole erected in the area of the current flag pole to fly a CAW flag if the Union is willing to bear the cost of the pole and the erection of the pole. Additionally, the Union will be responsible for the coast of ongoing maintenance of the flag pole, including the cost of replacement flags as necessary.

SAFETY AND HEALTH

Section 23

(A) The Parties hereto recognize the importance of safety provisions in the Plant for the welfare of the employees and the protection of the Company's property, and recognize that all work will be performed in accordance with the Occupational Health and Safety Act, and its regulations and any amendments thereto. The Company agrees to make reasonable provisions for the safety and health of the employees during the hours of their employment. The Union agrees to promote the realization of the responsibility of the individual employee with regard to preventing accidents to their fellow employees during the hours of their employment. Employees will wear prescribed safety devices and equipment and observe all safety rules and regulations.

The parties recognize the Plant Safety Co-ordinator, a Union representative, who will provide assistance to the Parties in fulfilling their obligations as outlined in this section.

(B) A joint Health and Safety Committee shall be established which will be composed of a minimum of four (4) Union representatives selected by the Union and a minimum of four (4) management representatives selected by the Company. The Committee shall:

1. Ensure that a monthly plant safety inspection and a monthly safety meeting are conducted.
2. Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
3. Consider recommendations from the workforce with respect to Health and Safety matters and recommend implementation when warranted.
4. Hold safety meetings at least once a month to review and develop:
 - Reports of current accidents and occupational diseases, their causes and means of prevention.
 - Remedial Action taken or required by the reports of investigations or inspections.
 - Strategies pertaining to Health and Safety as deemed appropriate, such as ergonomic issues, ventilation and new technologies.
5. Record the minutes of the meetings and distribute accordingly. Meeting minutes will be signed by the Co-Chairs.

6. Have access to reports and documents relative to Health and Safety matters.
7. Review and recommend training opportunities as appropriate. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the Collective Agreement.

(C) The parties will allow the Plant Safety Coordinator to accompany Health and Safety Professionals on plant tours.

(D) The Company will employ licensed laboratories to develop and direct tests and/or sampling of the occupational environment. The Plant Safety Coordinator and Joint Health and Safety Committee will be provided with a copy of the results and recommendations.

(E) The parties will agree that the "Right to Refuse" legislation will be posted in a conspicuous place in the plant for the information of employees.

(F) The parties agree that every serious or potentially serious accident or near -miss including recordable first aid cases shall be investigated. The Plant Safety Coordinator shall participate in these investigations.

(G) Two Co-Chairpersons shall be members of the Committee. One Co-Chair shall be a Union member, the other shall be a management member.

- In the event that an employee has a safety concern they will present it to their supervisor for resolution.
- If the concern cannot be resolved between the employee and the employee's supervisor it will be referred to the Co-Chairs (or their designates) for resolution.
- The Supervisor will ensure that no other employee is asked or permitted to perform the refused work in accordance with the provisions of the Occupational Health And Safety Act.
- If the Co-Chairs are unable to resolve the concern, the government inspector shall be called in.

- This process is intended to provide a non-threatening opportunity for an employee to bring his or her safety concerns to the Company's attention. Employees abusing this process may subject themselves to disciplinary action.

(H) The Company will contribute a maximum of one hundred and seventy-five dollars (\$175.00) per calendar year towards the cost of approved Metatarsal Safety footwear. An employee who terminates their service with the Company during the first three (3) months of employment will refund any contribution to the Company. Other safety devices will be provided as prescribed.

(I) There shall be a maximum four (4), but no less than one (1) Advanced First Aid Attendant(s). Advanced First Aid Attendants shall receive an additional twenty-five (25) cents per hour of work for the responsibility of performing First Aid duties.

(J) Subject to management review and approval of the course outline, one of the Union members of the Safety Committee shall be afforded paid leave annually to attend the CAW-TCA Canada Safety Instructors training course.

(K) The Company agrees to institute reasonable procedures or precautions to protect employees performing potentially hazardous work alone.

(L) Modified Work/Light Duties Program

The Company and Union agree to make every reasonable effort to provide suitable modified or alternate work that is both productive and meaningful to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

The Company and the Union will review cases of this nature on an individual basis. By mutual agreement between the parties, provisions of the Collective Agreement may be amended or waived by Letter of Understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.

Modified or alternate duties encompass any job, task, function, or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform safely.

The Program has three basic components. The three components are:

Restricted Regular Duties

In situations where the employee's physician has authorized the employee to return to their pre-accident/illness position with some modification and/or on a gradual (time-reduced) basis, the Company will accommodate the employee. The Company will make every effort to have the employee return to work immediately and will accommodate the employee within the functional abilities prescribed by the employee's doctor.

Light Duties

In situations where an employee can only return to work on light duties, the Company has designated various "light duties" categories, which have different levels of physical requirements. These are listed and described in "Appendix A" along with examples of typical light duty jobs, which could be made available to the employee. These descriptions are available for a physician to review in order to be able to adequately assess whether or not an employee can perform one or more of them in keeping with the employee's physical restrictions. Typically, an employee will be on light duties until they receive medical clearance to return to their pre-accident/illness position. The Company will make every effort to return the employee to the workplace as soon as is medically appropriate.

Modified Work

In situations where an employee has been diagnosed with some permanent physical restrictions and is unable to return to their pre-accident/illness position, the Company and Union will endeavour to find the employee another suitable position.

In consideration of accommodating a disabled employee the following shall apply in the order listed below:

1. the employee's present position shall be considered for modifications.
2. positions within the employee's classification/department shall be considered or modified accordingly.
3. positions within the bargaining unit shall be considered or modified accordingly.
4. positions outside the bargaining unit shall be considered or modified accordingly.

Any alterations in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties. In situations involving layoff or recalls from layoff, seniority shall apply over any special arrangement that may have been established to accommodate disabled employees.

Such things as remaining in the bargaining unit, potential growth opportunities, physical capabilities of the employee versus physical requirements of the alternative positions, and other relevant items will be taken into consideration. The goal is to allow the employee to remain employed with Kawneer Company of Canada Limited in a comparable capacity to their employment situation prior to their accident/illness.

In general, the following steps apply to all three components of the program:

1. The injured/ill employee acquires a modified work/light duty form from the Company.
2. In the event of an accident/illness occurring at work and as a result, transportation being required to a doctor or hospital, the Company shall be responsible for providing or arranging said transportation. In most cases transportation will be by taxi. Any cost shall be borne by the Company.
3. The employee's supervisor and/or attending first aid attendant will accompany the employee to the doctor's office or hospital. If that is not possible, then a first aid attendant will accompany the employee.

4. The employee, supervisor, and/or first aid attendant will ensure that the attending physician completes the modified work/light duty form. The Company will cover any costs incurred for completing the form.
5. The completed form will be submitted to the Human Resources Manager for review (Plant Manager is the alternate).
6. It shall be the responsibility of the Joint Return To Work Committee, two designates from each of the Union and Company, to jointly investigate and find means to accommodate disabled employees and arrange for modified work/light duties within the employee's physical restrictions as outlined by the physician. Where appropriate, the parties agree to involve professional consultants, supervisors etc. It is understood that the employee in question shall be involved throughout the return to work process.
7. The employee then returns to the designated work.
8. The Supervisor of the area where the employee is working will monitor the situation for any problems to ensure the safety of the disabled employee as well as other employees in the workplace.
9. It is expected that all employees will cooperate with this program to the fullest extent that they are able.

(M) The Company and Union agree that the designated Union Representative and a designated representative from the Human resources department will meet weekly to review all employees currently on Restricted Regular Duties, Light Duties, and/or Modified Work. At the request of either party, individual employees, Union representatives and/or Supervisors may be involved in the weekly meeting.

(N) Employee Assistance

The Union shall select two (2) members of the bargaining unit as an Employee Assistance Representative to work with a designated Company Officer to jointly administer the Employee Assistance Policy.

TECHNOLOGICAL CHANGE

Section 24

At least forty-five (45) calendar days prior to the introduction by the Company of plant equipment and processes involving a substantial change in technology, the Company will review the implementation and implications of such changes with the Union. In the case of such notice, the Company will negotiate in good faith over the following items with the Union:

- 1) The nature of the change.
- 2) The approximate date of the planned change.
- 3) The employees who will be affected by the change.
- 4) How employees will be affected by the change.
- 5) Possible retraining opportunities for impacted employees.

The Company will provide updates to the Union on a reasonable basis following the above steps.

CONTRACTING OUT

Section 25

The Company and Union agree that for the purposes of contracting out work the following process will apply:

1. Except in emergency or unforeseen situations, the Company will discuss contracting out with the Union five (5) days in advance on planned work, except in an emergency situation.
2. The Company will provide the Union with a description of the work to be contracted out, the anticipated duration, the reasons for contracting out and the date the contract is expected to commence.
3. The Company will examine alternatives proposed by the Union.

WOMAN'S ADVOCATE

Section 26

The parties jointly recognize that female employees may face situations in which it may be more appropriate and comfortable to talk to another female employee or to be directed to specialized resources in the community dealing with such issues as domestic violence.

The parties agree to recognize the role of "Woman's Advocate" who will be selected by the Union to meet and assist with female employees as required to discuss problems and refer them to the necessary and appropriate agencies dealing with domestic matters.

The "Woman's Advocate" will be provided access to a confidential phone and/or private meeting space when necessary to meet with another female employee during which time there will be no loss of pay for either party. Communications will be jointly developed to insure female employees are aware of this role and how to contact the Woman's Advocate. Training for the Woman's Advocate will be discussed and provided as may be necessary and opportunities present themselves in conjunction with the plant's training programs.

Violence Against Women

The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

Minute of Silence

During these negotiations the Union requested that a minute of silence be observed in the plants covered by this Agreement in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6th, at 11:00am or when local plant management determines the observance will have the least impact on plant operations. Flags will be flown at half-staff to mark this occasion.

SAVING CLAUSE

Section 27

It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable Laws of Canada and the Province of Alberta. Should it later be determined that it would be a violation of any legally effective Federal or Provincial order or statute to comply with any provisions of this Agreement, the Parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or Provincial order or statute, and the other provisions of this Agreement shall not be affected thereby.

INTERIM AMENDMENT

Section 28

This Agreement may be amended at any time by an agreement in writing, executed by the Parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party which shall be entitled "Request for Interim Amendment" and specify that it is given under Section 28, and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the party proposing the amendment. The giving of such written "Request for Interim Amendment" shall in no way effect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof.

It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Section 28, such disagreement shall not be reviewable under the grievance procedure set forth in Section 17, nor arbitrable under the arbitration provisions and procedure set forth in Section 18 of this Agreement.

DURATION AND TERMINATION

Section 29

This Agreement, and any amendments thereto, shall continue in effect until midnight **February 28, 2014**, and shall continue automatically thereafter for periods of one (1) year each, unless either party notifies the other in writing by registered post, not less than sixty (60) or more than ninety (90) days before the expiration date, of its desire to terminate this Agreement. In the event of a notice of desire to terminate this Agreement is given by either party as heriein above provided, the parties shall meet within fifteen (15) days from the giving of such notice, or within such further period as the parties may agree, for the purpose of negotiating a new Agreement.

If, pursuant to such negotiations, a new Agreement, or a renewal of this Agreement, is not reached prior to the current expiration date, the terms and conditions set forth in this Agreement and/or any amendments thereto shall continue in effect without change until a new Agreement is agreed upon or until a strike or lock-out occurs according to law.

NO DISCRIMINATION

Section 30

The Company and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, marital status, family status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.

In keeping with the intent of the Human Rights Code of Alberta, where Human Rights issues lead to problems in the Plant, the Company and the Union agree to jointly investigate and address such problems.

The Company's policies that prohibit discrimination and harassment provide joint investigation and complaint procedures including Company and Union representatives. Furthermore, the Company is committed to providing training on this important issue to all employees. The duration, content and provider of the training will be jointly decided.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Lethbridge, Province of Alberta.

Signed at Lethbridge, Alberta this _____ day of _____ 2011.

For: KAWNEER COMPANY
CANADA LIMITED

For: LOCAL UNION NO. 99 OF THE
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS OF
CANADA (CAW-CANADA)

Perry Caputo
Human Resources Manager

Rod Iwaasa
President, CAW Local 99

Terry Palmer
Maintenance and Engineering Manager

Brad Davis
Chairperson, CAW Local 99

Frank Zappone
Environmental, Health and Safety Manager

Wes Araki
Bargaining Committee

Joseph Rosati
Senior Industrial Relations Consultant

Chuck Ormston
Bargaining Committee

Cleve Miyashiro
Plant Manager

Shawn Toker
Bargaining Committee

Paul Gulkawich
Production Supervisor

Todd Romanow
CAW National Representative

STATUTORY HOLIDAY SCHEDULE

HOLIDAYS – 2011	
New Year's Day	Friday, December 31
Alberta Family Day	Monday, February 21
Good Friday	Friday, April 22
Victoria Day	Monday, May 23
Canada Day	Friday, July 1
Designated Day	Friday, July 29
Alberta Heritage Day (Civic)	Monday, August 1
Labour Day	Monday, September 5
Thanksgiving Day	Monday, October 10
Remembrance Day	Friday, November 11
Christmas Day	Observed, Monday, December 26
Boxing Day	Observed, Tuesday, December 27

HOLIDAYS – 2012	
New Year's Day	Observed, Monday, January 2
Alberta Family Day	Monday, February 20
Good Friday	Friday, April 6
Victoria Day	Monday, May 21
Canada Day	Observed, Monday, July 2
Designated Day	Friday, Aug 3
Alberta Heritage Day (Civic)	Monday, August 6
Labour Day	Monday, September 3
Thanksgiving Day	Monday, October 8
Remembrance Day	Observed, Monday, November 12
Christmas Day	Tuesday, December 25
Boxing Day	Wednesday, December 26

HOLIDAYS – 2013	
New Year's Day	Tuesday, January 1
Alberta Family Day	Monday, February 18
Good Friday	Friday, March 29
Victoria Day	Monday, May 20
Canada Day	Monday, July 1
Designated Day	Friday, Aug 2
Alberta Heritage Day (Civic)	Monday, August 5
Labour Day	Monday, September 2
Thanksgiving Day	Monday, October 14
Remembrance Day	Monday, November 11
Christmas Day	Wednesday, December 25
Boxing Day	Thursday, December 26
HOLIDAYS – 2014	
New Year's Day	Wednesday, January 1
Alberta Family Day	Monday, February 17

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Letter of Understanding #1

Re: Training

During the 2003 negotiations, the parties had extensive discussions about their mutual desire to enhance training opportunities for employees.

The Company agrees to meet with the Union bargaining committee within sixty (60) days after ratification of this collective agreement. Furthermore, the Bargaining Committee / Company committee agrees to meet on a quarterly basis for the purpose to discuss and identify training needs, available sources of training and scheduling of such training.

It is the desire of the parties that this commitment to training will improve our pool of skills as we work for the purpose of addressing such issues as maintenance, workload demands that keep increasing and the reduction of overtime.

During the 2011 negotiations, the parties again discussed their concern about training opportunities for employees. Based on the discussions, the parties agreed to reaffirm the commitments and purpose set forth in the second and third paragraphs of this letter and accordingly will have an initial meeting within sixty (60) days after ratification of this agreement and will thereafter meet on a quarterly basis as set forth above.

Sincerely,

Perry Caputo
Manager, Human Resources

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
and General Workers of Canada Union

Dear Mr. Davis:

Letter of Understanding #2

Re: Kawneer's Obligations in the Event of a Partial or Permanent Plant Closure

This letter of understanding defines Kawneer's obligations in the event of a partial or permanent plant closure of its plant at 4000 18th Avenue North in Lethbridge, Alberta.

All employees will receive sixty (60) days notice of termination.

All full time employees, employed by Kawneer for at least three (3) months shall be given payment of termination pay equal to one (1) week of pay for each year of service up to a maximum payment of twenty weeks. This is inclusive of the Company's obligations under the Employment Standards Act.

Employees eligible for retirement may retire under the provisions of the Pension Plan and will be eligible for benefits as per the current Collective Agreement.

An employee may complete a direction under the Income Tax Act regarding termination pay and the employee's entitlement will be paid directly into an RRSP chosen by the employee.

Any vacation due will be paid upon closure.

In the event that Kawneer re-opens this facility within three (3) years of this agreement, the Union will have bargaining rights at this plant and eligible employees will retain recall rights in accordance with the seniority list in effect at the time of the plant closure.

An "eligible employee" is an employee who (1) is physically capable of performing the required job tasks at the recalled position; and (2) has the required skills and ability to perform the job.

In the event that Kawneer does not re-open this facility within three (3) years of this agreement, the union will cease to have bargaining rights at that location.

Labour Adjustment Program

- 1) The Company will participate in a labour-management adjustment committee, which will seek financial assistance from the appropriate government agencies.

- 2) The Company will provide adequate release time to members of the Adjustment Committee to effectively do their jobs.
- 3) Every worker who is to be laid off will receive a one-hour individual needs assessment conducted on company time, and provided at company expense.

Sincerely,

Perry Caputo
Manager, Human Resources

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Letter of Understanding #3

Re: Anodizing – Two-Shift Operation

Notwithstanding Sections 5 (B) and 5 (D) of the Collective Agreement, the Company and Union agree that when Anodizing is operating on a two-shift basis, the Company may elect to operate the second shift between 10:30 p.m. and 7:00 a.m. due to energy costs and overall plant efficiency.

Sincerely,

Perry Caputo
Human Resources Manager

March 1, 2006

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Letter of Understanding #4

Re: Employee and Family Assistance Program

During the 2006 negotiations, the Company and Union recognized the importance of an effective Employee and Family Assistance Program and that a more formalized structure involving CAW Representatives would be advantageous.

Both Company Policy and the Collective Agreement currently recognize CAW Representatives involvement in the joint administration of the EFAP. Within 60 days of the ratification of the agreement, the parties agree to meet for the purpose of establishing an EFAP Joint Advisory Committee with the intent of expanding CAW involvement. The Committee will consist of two (2) management representatives selected by the Company and two (2) union representatives selected by the Union. The mandate of the committee will include, but is not limited to, promotion, training and education, assessment of resources and evaluation of the effectiveness of the EFAP. The Joint Advisory Committee may make recommendations for the improvement of the EFAP Program as it sees fit.

Sincerely,

Perry Caputo
Human Resources Manager

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Re: Letter of Understanding #5

Re: Lead Hands

During 2006 negotiations, the Union expressed concern regarding the use of Lead Hands.

This letter reconfirms that the role of a Lead Hand is limited to the duties specified in Section 14(I) of the Labour Agreement, and that Lead Hands will not be involved in recommending or administering discipline to any bargaining unit employee.

The Company is committed to the appropriate use of Lead Hands and to work proactively to prevent future problems from occurring. To that end, the Human Resources Manager and the Local Union Chair Person will meet with employees in the Lead Hand classification and their Supervisors to review and clarify the proper role of a Lead Hand in the facility.

It is further agreed that the Human Resources Manager and the Local Union Chair Person will meet with all newly appointed Lead Hands and their Supervisors to review and clarify the proper role of a Lead Hand in the facility.

It is further agreed that any issues raised by the Union in relation to specific Lead Hands will be dealt with in accordance with the above clauses.

During the 2011 Labour Agreement negotiations, the Union continued to express concern with the manner in which vacancies on the Lead Hand position are filled. Based on those concerns, the parties agreed that when the Company anticipates filling a vacancy on a Lead Hand position; it will post a notice for three (3) working days stating its intent.

Sincerely,

Perry Caputo
Human Resources Manager

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Re: Letter of Understanding #6

Re: Prescription Drugs – Injectable Medication

In regard to the Prescription Drug Plan specified in Section 12 of the Collective Agreement, the dispensing fee cap of \$15 will be waived in a case where the dispensing fee is greater than \$15 because of the need for prescribed injectable medication, which is subject to the provisions of the Prescription Drug Plan.

Sincerely,

Perry Caputo
Human Resources Manager

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Re: Letter of Understanding #7

Re: Medical Forms

This will confirm our understanding regarding charges that an employee may incur when he/she is required by the Company to provide a medical form completed by the employee's physician. If the cost of obtaining the required medical form is greater than \$25, the Company will reimburse the employee for his/her out-of-pocket cost in excess of \$25 up to a maximum reimbursement of \$50. The employee will be required to provide proof of the expense incurred in excess of \$25 to qualify for reimbursement.

Sincerely,

Perry Caputo
Human Resources Manager

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Letter of Understanding #8

Re: Continuous Operations

During the course of the 2009 contract negotiations the Company proposed the elimination of the weekend shift and the inclusion of language permitting for a 24/7 continuous operations schedule. Such schedule, as the name denotes, would be used in situations where the plant or a department would be needed to work 24 hours a day, 7 days a week, 365 days a year. The need to adopt such a schedule is rooted in the need to provide a cost advantage to Lethbridge in placing new or existing business into the Lethbridge facility. The current economic crisis facing the world and Kawneer makes it necessary to require such actions to place Lethbridge in as a competitive position as possible in attracting business to the facility and doing what is necessary to make the Lethbridge facility as financially viable as possible. Without such changes, the plant will not be as competitively positioned as it could be to attract business and capital resources.

The Company may at any time introduce a 24/7 continuous operation schedule within any department or subset of a department. Unless mutually agreed to otherwise, no service department (defined in this document as maintenance, janitorial, stock room or material handling) will move to such a schedule unless first implemented in a production department. It is understood that even if an entire department is on a 24/7 schedule, a portion of the department may remain or move to the traditional M-F 8 hour shift schedule which shall be selected by the employees in seniority order as per Section 5 (f).

The Company will provide the Union and employees a minimum of thirty days notice prior to the implementation of a continuous operation schedule and agrees that it will be for a minimum of eight (8) weeks duration unless otherwise agreed with the Union.

Where there is a conflict between the provisions of this Letter of Understanding and a provision of the Collective Agreement, the provisions of this Letter shall apply.

The Company and the Union recognize that situations may arise in the application of this continuous operation schedule that may require ongoing resolution and agree to work in a positive manner in addressing any problems that arise.

Continuous Operation Hours of Work:

1. The 24/7 continuous operation schedule will consist of four (4) crews working twelve (12) hour fixed shifts per day, seven (7) days per week, with a work week that averages forty-two (42) hours of work per week per employee. For the purposes of this letter, the work week shall be from Sunday to Saturday inclusive.
2. Each twelve (12) hour shift will contain four (4) ten (10) minute paid breaks and an eighteen (18) minute paid lunch period as close to midway through the shift as possible.
3. Continuous operation break time schedules will be set after discussions with the Union seeking their input.
4. Day shift shall start at 7 am and night shift shall start at 7 pm.

Shift Premiums:

5. The shift spanning midnight will be considered the night shift and will be paid the appropriate shift premium rate.

Vacancies on Continuous Operation Schedules:

6. Vacancies will be posted and filled in accordance with the provisions of Section 14.
7. When an operation is scheduled to begin continuous operations for the first time, the Employer and Union will implement a start up program as follows:
 - Employees working in such departments that are moving to a continuous operation schedule will be canvassed in order of seniority to determine choice of fixed shifts on such schedule; once employees have made their shift selection, movement off of such shifts or from such departments can only be through the agreed to provisions of the Collective Agreement. During this start up of shift selection the Company may move employees between crews as long as the employees' shift choice by seniority is honoured. An employee may be assigned to a given shift during such start-up for a period of time necessary to insure the proper operation of the shift. Such an assignment will be considered a temporary assignment in accordance with Section **14M**.
 - The identified vacancies for continuous operation jobs will be posted and filled in accordance with the provisions of Section 14;

Overtime Pay and Distribution:

8. Employees scheduled to work on a continuous operation will be paid overtime premiums as follows:
 - Time and one half an employee's straight time hourly rate shall be paid for all hours worked on a Sunday to Saturday in excess of forty (40) hours when it is part of a regular continuous operation work week schedule and for all hours worked in excess of a regularly scheduled twelve (12) hour shift.

- Two times an employee's straight time hourly rate shall be paid for all hours worked on a paid holiday and a Sunday scheduled day off.
- Except in cases of plant emergency, no employee will be forced to work on a scheduled day off. All overtime opportunities shall be voluntary.

9. Continuous operation overtime opportunities will be offered to employees in the following order:

- Employees in the Department, on the continuous operation schedule, not working that day;
- Qualified employees on the continuous operation schedule, not working that day;
- If notification of the vacancy does not allow sufficient time to follow the above procedure, qualified employees on the eight (8) hour shift immediately preceding the vacancy, first in the department, then plant wide may be asked to stay for up to four (4) hours to fill the vacancy;
- Any remaining overtime opportunities will be offered to employees in accordance with the principles established in Section 6.

10. The Employer and Union may mutually agree to modify overtime distribution procedures as necessary in order to meet the special requirements of a continuous operation schedule, to adhere to the principle of equal distribution of overtime or to comply with any applicable Provincial Standards or Codes.

Reporting Pay and Layoffs:

11. Employees scheduled to work on a continuous operation schedule will be provided with six (6) hours reporting pay. All other conditions of Section 10 will apply.

Vacations and Holidays:

12. Employees on a continuous operation will schedule vacations in accordance with the provisions of Section 11. Such vacation shall be based on each employee's personal accrual and an employee may schedule blocks of days off (two day blocks or three day blocks) but may not schedule individual days offs.

13. Employees scheduled to work on a continuous operation will receive Statutory Holiday pay as follows: Observation of the Holiday will begin on the night shift on the evening before the Holiday, or the day observed as the Holiday, and will continue for twenty-four (24) consecutive hours.

- Eight (8) hours holiday pay when the Holiday falls on an employee's regularly scheduled day off.
- Twelve (12) hours holiday pay when an employee is off on a regularly scheduled shift due to a holiday.'
- Twelve (12) hours holiday pay plus two (2x) times the employees regular rate of pay for all hours worked when an employee works their regularly scheduled shift on such Holiday.

Bereavement Leave:

14. Employees on continuous operations requiring leave under Section 15 – Bereavement Pay will receive leave with pay as follows:

- Death of an immediate family member as outlined in Section 15, three (3) consecutive scheduled work days off with pay, following the death;

Probationary Employees:

15. For the purpose of calculating the probationary period under Section 14, each continuous operation shift worked will equal 1.5 days of an employee's probationary period.

Union Representation:

16. The Union shall be permitted to elect or appoint Shop Stewards as needed; additionally one continuous shift employee selected by the Union shall form part of the Health and Safety Committee if so desired.

Shift Schedule:

The shift schedule will be as follows:

	Day													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Crew A		D	D			D	D	D			D	D		
Crew B		N	N			N	N	N			N	N		
Crew C	D			D	D				D	D			D	D
Crew D	N			N	N				N	N			N	N

- Day 1 is Sunday.
- Cycle repeats after Day 14.

Should either party desire alterations or amendments to this schedule or the contract language associated with such, they will meet with the goal of seeking a mutually agreeable solution.

Sincerely,

Perry Caputo
Human Resources Manager

March 1, 2009

Mr. Brad Davis
Chairperson
Local Union No. 99
National Automobile, Aerospace, Transportation
And General Workers of Canada Union

Dear Mr. Davis:

Letter of Understanding #9

Re: Summer Students

Should the Company hire summer students for the period May 15 to September 10 of any year, such students will be employed to perform general labourer duties and while so employed will be paid an hourly rate equal to the General Labourer entry rate.

The Company agrees to limit the number of students hired to a maximum of 15% of the hourly workforce. Priority will be given to the sons and daughters of current employees.

It is further agreed that students will only be employed if there are no employees on layoff or if the only employees on layoff have exercised their right to refuse recall.

Yours truly,

Perry Caputo
Human Resources Manager

March 12, 2010

Letter of Understanding #10

Between
KAWNEER COMPANY CANADA LIMITED
And

LOCAL UNION NO. 99
OF THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS
OF CANADA

Re: Joint Disciplinary Investigation Procedure

The parties agree to the following joint procedure when the Company is contemplating discipline or investigating an issue or incident that could lead to discipline with the exception of instances of simple lateness.

When any employee is alleged to have committed an act that contravenes Company rules or policies or is being interviewed as a witness they shall have the Unit Chairperson or that persons designate with them at all times. Where one or more employee or witnesses is involved the Local shall attempt to have separate Union Stewards or representatives for each employee where the Union feels this is necessary, so long as production needs can be met without undue or unnecessary changes to the crew assignments.

Prior to any interview or investigation of any incidents all employees or witnesses involved must provide a written statement related to their involvement or witnessing of any alleged incident or situation. The Union, the Company and the employee will be given copies of such written statement.

The parties agree that all interviews of employees or witnesses shall be done jointly and cooperatively by the parties and their designates. The objective of these joint interviews and investigations is to produce a joint statement of facts if possible. The parties further agree to share any evidence produced or gathered prior to or during the investigation process. The intention of this agreement is to enable the Company and the Union to make educated and informed decisions based on the facts.

After the completion of the interviews and investigations the Company acting solely will issue their decision in writing and impose whatever discipline if any that they choose which is subject to the Union's right to grieve.

This letter of understanding may be canceled by either party with 30 day written notice to the other party.

For The Company:

For The Union:

Perry Caputo
Human Resources Manager

Todd Romanow
CAW National Representative

**Kawneer Company
Canada Limited**

**Pension Plan for
Hourly-Rated Employees
at the Lethbridge Plant**

As amended and
restated effective
January 1, 2003

Article

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* * * * *

1 Definitions

- 1.01 "Act" shall mean the Employment Pension Plans Act of Alberta and any other applicable provincial pension benefits legislation and federal legislation and regulations thereunder as these may be amended from time to time.
- 1.02 "Actuary" means the independent qualified actuary, who is a Fellow of the Canadian Institute of Actuaries, or the firm of independent qualified actuaries, at least one of whose members is a Fellow of the Canadian Institute of Actuaries, selected by the Company for the purposes of the Plan.
- 1.03 "Affiliated Company" means any subsidiary of the Company or any affiliated company which has been designated by the Board of Directors as an Affiliated Company.
- 1.04 "Beneficiary" means the person designated in accordance with the provisions of Section 13.04.
- 1.05 "Board of Directors" means the Board of Directors of the Company.
- 1.06 "Commuted Value" means the actuarial present value determined in accordance with the Act and which complies with the Income Tax Rules.
- 1.07 "Company" means Kawneer Company Canada Limited, a corporation incorporated under the laws of the Province of Ontario.
- 1.08 "Company Contributions" means the Company contributions required under Section 6.02 hereof.
- 1.09 "Continuous Service" of a Member means continuous service determined in accordance with the provisions of Article 4 hereof.
- 1.10 "Credited Service" of a Member means credited service determined in accordance with the provisions of Article 4 hereof.
- 1.11 "Deferred Vested Pension" means that pension benefit to which a Member may be entitled under Article 10 hereof.
- 1.12 "Disability Pension" means that pension to which a Member may be entitled under Article 9 hereof.
- 1.13 "Early Retirement Pension" means that pension to which a Member may be entitled under Article 8 hereof.

- 1.14 "Employee" means any hourly-rated person who, on or after the Effective Date, is employed by the Company at the Lethbridge Plant on a regular, full-time basis for a continuous period of not less than six (6) months. "Full-time basis" means employment for an average work week of twenty-four (24) hours throughout such continuous period of not less than six (6) months. Employee shall also mean any hourly-rated person who, on or after the Effective Date, is employed by the Company at the Lethbridge Plant on a less than full-time basis for a continuous period of not less than twenty-four (24) months and who has earned in respect of his employment on and after January 1, 1985 at least 35% of the Year's Maximum Pensionable Earnings, as the term is defined in the Canada Pension Plan, in each of two (2) consecutive calendar years. It is expressly provided however, that notwithstanding anything contained herein to the contrary, any person so employed by the Company for whom or on whose behalf the Company shall make contributions to any union negotiated plan shall not be considered an Employee for purposes of this Plan and provided further that any person employed on outside erection shall not be considered an Employee for purposes of this Plan.
- 1.15 "Excess Assets" shall mean, with respect to the prescribed assets and liabilities of the Plan that is not being wound up, the amount, if any, by which those assets exceed those liabilities.
- 1.16 "Funding Agreement" means that trust agreement or pension investment contract, as amended, substituted or replaced from time to time, entered into between the Company and the Manager for the purposes of the Plan.
- 1.17 "Income Tax Rules" means the provisions of the Income Tax Act of Canada and the Regulations thereunder and any rules adopted by Canada Customs and Revenue Agency in respect of registered pension plans.
- 1.18 "Investment Committee" means the investment committee as provided in Article 15 hereof.
- 1.19 "Manager" means the corporation which shall be administering the Pension Fund and which shall have entered into a Funding Agreement in respect thereof with the Company.
- 1.20 "Member" means a person who shall have become a Member in the Plan in accordance with the provisions of Article 3 hereof and whose rights under the Plan have not been satisfied in full.
- 1.21 "Normal Pension" means that pension benefit to which a Member may be entitled under Article 7 hereof.
- 1.22 "Normal Retirement Date" of a Member means the first day of the month nearest such Member's sixty-fifth (65th) birthday.

- 1.23 "Plan" means the Kawneer Company Canada Limited Pension Plan for Hourly-Rated Employees at the Lethbridge Plant.
- 1.24 "Pension Fund" means the pension fund and assets thereof established pursuant to the terms of the Plan and the Funding Agreement to which contributions are to be made by the Company and from which pensions and other benefits under the Plan are to be paid.
- 1.25 "Pensioner" means any former Member who is receiving or is entitled to receive pension benefits under this Plan.
- 1.26 "Postponed Retirement Date" of a Member means the first day of the month next following the month in which the Member actually retires between the ages of sixty-five (65) and the end of the calendar year in which the Member attains age 69, or such other age as specified from time to time under the Income Tax Rules.

Continuation of employment of a Member beyond his Normal Retirement Date shall only take place upon Company request and the consent of the Member and shall in no event be later than December 31 of the year in which such Member attains age 69, or such other age as specified from time to time under the Income Tax Rules.

- 1.27 "Prior Plan" means Kawneer Company Canada Limited Hourly-Rated Employees' Pension Plan.
- 1.28 "Retirement Committee" means the committee administering the Plan as provided in Article 15 hereof.
- 1.29 "Spouse" means, at the time a determination is required under this Plan, the person who is married to the Member or Pensioner and who was not living separate and apart from the Member or Pensioner for a period in excess of three (3) years, or if no such person exists, means a person who has been cohabiting with the Member or Pensioner in a conjugal relationship throughout the immediately preceding twelve (12) month period or of a period of some permanence if there is a child of the relationship by birth or adoption.
- 1.30 "Termination Date" means the date on which a Member's employment with the Company shall terminate, whether due to his death, retirement, discharge, interruption of Continuous Service or any other reason.
- 1.31 "Transferred Employee" means a Member who has been granted the status of a Transferred Employee in accordance with the provisions of Section 5.02 and who has not ceased to be a Transferred Employee in accordance with the provisions of Section 5.03.

2 Effective Date: Affiliated Companies: Plan Year

2.01 Effective Date

The Kawneer Company Canada Limited Pension Plan for Hourly-Rated Employees at the Lethbridge Plant was established effective the first day of January, 1987 ("Effective Date").

2.02 Adoption of Plan by Affiliated Companies

An Affiliated Company may adopt this Plan for itself and its eligible Employees by resolution adopted by its Board of Directors and delivered to the Manager, such adoption to be effective on the date stated in such resolution. In such event the word "Company" herein shall also refer to such Affiliated Company except in Section 14.01 hereof relating to amendments to the Plan.

2.03 Plan Year

The Plan has a fiscal year end of December 31 in each year.

Eligibility and Membership

3.01 Member of Prior Plan

Every Employee or former Employee who was a member of the Prior Plan on December 31, 1986 and was employed at the Lethbridge Plant shall become a Member of this Plan as of the Effective Date. The Plan shall not operate in any way to diminish benefits earned under the Prior Plan prior to the Effective Date.

3.02 Employed On or After Effective Date

Every individual who becomes an Employee on or after the Effective Date shall become a Member of the Plan on the first day of the month coincident with or next following the date on which he has become an Employee.

3.03 Termination of Membership

An Employee's membership in the Plan shall terminate if he dies or if, prior to his retirement under the Plan, he ceases to be an Employee except as provided in Article 5.

4 Continuous Service: Credited Service
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4.01 Continuous Service

Subject to the provisions of Article 5 hereof, Continuous Service of a Member means his period of uninterrupted service in the employment of the Company as determined by the Company and calculated from the first day of the month coincident with or next following the later of:

- (a) his date of first employment; or
- (b) his date of re-employment following the last break in such service, if any.

4.02 Break in Continuous Service

A Member's Continuous Service shall be broken if:

- (a) he quits his employment with the Company;
- (b) his employment with the Company is terminated by retirement, discharge or any other reason;
- (c) having been temporarily laid off, he fails to return to active employment with the Company, when recalled, during the period authorized by the Company;
- (d) having been absent due to layoff or confirmed illness, the Member is not recalled or fails to return to active employment with the Company within a period of time equal to his length of service at the time of layoff or confirmed illness, except that such period shall not be less than 6 consecutive months and not more than 24 consecutive months; or
- (e) he has been on a Company-approved temporary leave of absence for accident, military or government service or any other reason and does not return to active employment with the Company at the expiration of such approved leave of absence. In no event shall such Company-approved leave of absence exceed a period of twenty-four (24) months.

Notwithstanding the preceding provisions of this Section, a Member's service with the Company will not be considered to be interrupted by a cessation of employment if the Member is once again employed by the Company within 26 weeks of the cessation of employment.

4.03 Credited Service

Subject to the provisions of Article 5 hereof, Credited Service of a Member shall include his period of Continuous Service while a full-time Member. For any period of less than full-time employment:

- (a) only service in such employment while a Member shall be included in determining Credited Service; and
- (b) Credited Service shall be equal to the Credited Service determined for such period of employment for an Employee working on a full-time basis multiplied by the ratio of the actual regular hours of service for which the Member received pay in that period (excluding overtime) to the regular hours of service scheduled for that period for a full-time Employee in a comparable position;

provided, however, that a Member shall not be credited with more than one (1) year of Credited Service for each calendar year. Credited Service shall be measured in years to the nearest one-tenth (1/10th) of a year.

4.04 Limitation on Accrual During Certain Periods

Notwithstanding the preceding provisions of this Article, Credited Service accrued by a Member after December 31, 1990 in respect of any period of reduced pay or no pay shall be governed by the following rules:

- (a) For the purposes of this Section, the Member shall be deemed to receive compensation ("prescribed compensation") during the period in an amount equal to the difference between the amount the Member would have received if he had been working on a regular basis and the amount the Member actually received in respect of such period.
- (b) A fraction (the "prescribed compensation fraction") shall be determined in respect of each period equal to the prescribed compensation for the period divided by the sum of the compensation that the Member actually received during that period plus the prescribed compensation for that period and further multiplied by the length of the period expressed as a fraction of a year.
- (c) The Member shall not accrue Credited Service in respect of such periods to the extent that:
 - (i) the cumulative prescribed compensation fraction in respect of periods other than periods of parenting exceeds five; and

- (ii) the cumulative prescribed compensation fraction in respect of all periods (including periods of parenting) exceeds eight.

4.05 PA Limits

The pension adjustment of a Member in respect of the Plan shall not, in any calendar year, exceed the limits imposed under the Income Tax Rules.

4.06 Loss of Credited Service

Unless otherwise specifically entitled to a Normal Pension, an Early Retirement Pension, a Disability Pension or a Deferred Vested Pension hereunder, a Member shall lose all rights to his accumulated Credited Service and to any pension benefits under the Plan and, in the event of re-employment, shall be considered a new Employee for all purposes of the Plan if his Continuous Service is broken for any reason.

4.07 Re-Employment Prior to Normal Retirement Date

In the event that a Pensioner is re-employed by the Company prior to his Normal Retirement Date, payments to him under the Plan shall cease forthwith and the Pensioner shall be treated for the purposes of the Plan as a new Member, except that the Pensioner shall be credited with his Continuous Service and Credited Service as at his prior Termination Date. Upon any subsequent retirement, his pension shall be based on his Credited Service before and after the period of prior retirement provided, however, that upon subsequent retirement the pension payable to the Member shall be reduced by an amount of actuarial equivalent value of the pension payments previously made to him.

4.08 Additional Service

Notwithstanding the foregoing provisions, the Company in its sole discretion may at any time and from time to time by action of its Retirement Committee include in any Member's Credited Service all or any part of such Member's service with the Company or any Affiliated Company which is not otherwise included in his Credited Service in accordance with Section 4.03 hereunder, subject to the funding requirements of Section 6.02 and the Income Tax Rules regarding pensionable service. No more than three years of service with any Affiliated Company shall be included pursuant to this Section unless it is included in a Member's Credited Service pursuant to the provisions of a reciprocal transfer agreement applicable to the Plan. The Company will not be bound by any precedent in this regard.

5 Transfers

5.01 Transfers from Other Employment

A person who transfers from other employment in the service of the Company or Affiliated Company located in Canada and becomes an Employee for the purposes of the Plan shall have his uninterrupted period of regular, permanent employment with the Company or Affiliated Company located in Canada prior to the date that he became an Employee included in his period of Continuous Service and membership under the Plan for the purpose of determining vesting of benefits and eligibility for benefits under the Plan.

In no event shall any portion of such service be included in his Credited Service under this Plan, except:

- (a) Where at the discretion of the Company, there is a transfer of assets to the Plan in respect of prior benefits accrued under another registered pension plan of the Company. Credited Service may be limited to the period of Credited Service that can be funded by the amount of assets transferred to the Plan and the period of Credited Service that is eligible service as defined under the Income Tax Rules, but in no event shall the Pension Benefits payable by this Plan in respect of the pre-transfer credited service (under the terms of the other registered pension plan) be less than the benefits earned under such other registered retirement pension plan for the same period of service.
- (b) In the event that there is no transfer of assets from such other registered Company pension plan, the Company may grant Credited Service under this Plan for the period of membership under such other registered Company pension plan, for the purpose of calculating benefits under this Plan, then reduced by any amount of retirement income payable by such plan with respect to the same period of membership under such plan as required under Section 8503(3)(j) of the Regulations under the Income Tax Act (Canada).

For the purpose of applying any early retirement factors, the combined years of Credited Service or Continuous Service with the Company shall be used.

5.02 Transfers to Other Employment

A Member who transfers to other employment in the service of the Company or Affiliated Company and who ceases to be an Employee for purposes of the Plan shall be granted the status of a Transferred Employee. However, in the circumstances whereby such a

Member does not become a member of a pension plan sponsored by the Company or Affiliated Company, the Member shall have the option of waiving his right to retain the status of a Transferred Employee and the Member upon waiving such right shall be deemed to have reached his Termination Date on the date that the transfer takes place.

5.03 Ceasing to be a Transferred Employee

A Member who becomes a Transferred Employee shall cease to be a Transferred Employee if he transfers from his other employment in the service of the Company or Affiliated Company and again becomes an Employee for the purposes of the Plan or reaches his Special Termination Date.

5.04 Special Termination Date

For the purposes of this Article 5, the "Special Termination Date" of a Member who becomes a Transferred Employee shall be the date that he ceases to be employed by the Company and any Affiliated Company.

5.05 Provisions Applicable to a Transferred Employee

The following provisions shall apply to a Member who becomes a Transferred Employee:

- (a) the Member shall be deemed not to have reached his Termination Date on the date on which he becomes a Transferred Employee;
- (b) the Member shall not be entitled to receive a pension benefit under the Plan while he is a Transferred Employee;
- (c) the uninterrupted period of time that the Member is a Transferred Employee shall be included in his period of Continuous Service under the Plan;
- (d) the uninterrupted period of time that the Member is a Transferred Employee shall not be included in his period of Credited Service under the Plan;
- (e) the Member's Special Termination Date shall be deemed to be his Termination Date; and
- (f) if the Member reaches his Special Termination Date in circumstances which, if he were not a Transferred Employee, would entitle him to a Normal Pension, an Early Retirement Pension, a Disability Pension or a Deferred Vested Pension, the Transferred Employee shall be entitled to a Normal Pension, an Early Retirement

Pension, a Disability Pension or a Deferred Vested Pension, as the case may be, based on his Credited Service at the date of transfer and the benefit rate in effect under this Plan at the time of such Transferred Employee's subsequent date of retirement, termination of employment or death, as applicable.

5.06 Limitation on Credited Service

Except as provided in Section 5.01 above, no computation of Credited Service in respect of any Member, whether by reason of credited past service or future service under this Plan and/or any other pension plan of which he was a member and to which the Company was making a contribution, shall permit any duplication of Credited Service nor more than one (1) year of Credited Service in respect of any calendar year.

6 Pension Fund: Contributions

6.01 Pension Fund

The Company shall establish a Pension Fund which shall be administered by the Manager in accordance with the Plan and the Funding Agreement and into which shall be paid the Company Contributions.

6.02 Company Contributions

The Company shall, on the recommendation of the Actuary, make contributions to the Pension Fund at least quarterly of amounts which, together with the principal and accumulated earnings of the Pension Fund, will meet all current service costs and amortize any unfunded liability or solvency deficiency of the Plan provided, however, that Company Contributions shall as a minimum conform to the funding requirements of the Act.

6.03 Pension Fund alone to Provide Pensions and Other Benefits

Each Member, Pensioner or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Pension Fund for such payment. The payment of pensions or other benefits under the Plan shall be a liability of the Pension Fund and not of the Manager, the Retirement Committee, the Company or the officers, directors or shareholders of the Company.

6.04 Investment of Pension Fund Monies

Except as provided in Section 15.03 hereof the Manager shall have the responsibility of selecting, making, retaining and disposing of investments. The investment of Pension Fund monies shall, however, be in such securities and loans as are prescribed for investment from time to time under the Act.

7 Normal Pension

7.01 Normal Pension

A Member who retires on his Normal Retirement Date or his Postponed Retirement Date shall be entitled to receive a Normal Pension. Such Normal Pension shall be a pension commencing on his Normal Retirement Date or Postponed Retirement Date, as applicable, and subject to the provisions of Sections 7.04 and Section 12.01, shall be payable monthly for the life of the Member.

7.02 Amount of Normal Pension

The monthly amount of the Normal Pension shall be determined as follows:

- (a) for a Member who retires on or after January 1, 1992 but before March 1, 1992, eighteen dollars (\$18.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (b) for a Member who retires on or after March 1, 1992 but before March 1, 1993, twenty-one dollars (\$21.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (c) for a Member who retires on or after March 1, 1993 but before March 1, 1994, twenty-two dollars and fifty cents (\$22.50) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (d) for a Member who retires on or after March 1, 1994 but before March 1, 1995, twenty-four dollars (\$24.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (e) for a Member who retires on or after March 1, 1995 but before March 1, 1996, twenty-six dollars (\$26.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (f) for a Member who retires on or after March 1, 1996, but before March 1, 1997, twenty-seven dollars (\$27.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (g) for a Member who retires on or after March 1, 1997 but before March 1, 1998, twenty-eight dollars and fifty cents (\$28.50) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;

- (h) for a Member who retires on or after March 1, 1998, but before March 1, 1999, thirty-one dollars (\$31.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (i) for a Member who retires on or after March 1, 1999, but before March 1, 2000, thirty-three dollars (\$33.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (j) for a Member who retires on or after March 1, 2000, but before March 1, 2001, thirty-four dollars (\$34.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (k) for a Member who retires on or after March 1, 2001, but before March 1, 2002, thirty-seven dollars (\$37.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (l) for a Member who retires on or after March 1, 2002, but before March 1, 2003, thirty-nine dollars (\$39.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (m) for a Member who retires on or after March 1, 2003, but before March 1, 2004, forty-two dollars (\$42.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (n) for a Member who retires on or after March 1, 2004, but before March 1, 2005, forty-five dollars (\$45.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member;
- (o) for a Member who retires on or after March 1, 2005, forty-seven dollars (\$47.00) multiplied by the number of years, to the nearest one-tenth (1/10th) of a year, of Credited Service of the Member.

7.03 Re-Employment After Normal Retirement Date

In the event that a Pensioner is re-employed by the Company after his Normal Retirement Date, all pension payments to him under this Plan shall continue in effect and he shall not be entitled to accrue any additional Credited Service under the Plan.

7.04 Manner of Payment

If a Member's Spouse is living on the date benefits to the Member commence, the Member's pension payments shall not be made under the normal form of payment prescribed in Section 7.01 but shall be paid instead as a Joint and 60% Survivor Pension unless a waiver notice relinquishing the rights to such pension is duly signed by the Spouse and filed with the Company in such manner as the Company may prescribe and as required under the Act, on or prior to the date of retirement. The amount of the Joint and 60% Survivor Pension payable to the Member shall be 95% of the benefit payable under the normal form of payment prescribed in Section 7.01, provided that the Commuted Value of the Joint and 60% Survivor Pension shall not be less than the Commuted Value of the pension payable in the normal form pursuant to Section 7.01.

8 Early Retirement Pension
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8.01 Eligibility for Early Retirement Pension

A Member who has attained the age of fifty-five (55) and who is entitled to receive a Deferred Vested Pension in accordance with Section 10.01 may elect to receive an Early Retirement Pension by making written application to the Retirement Committee.

8.02 Early Retirement Pension

An Early Retirement Pension is a monthly pension commencing on the first day of the month next following receipt by the Retirement Committee of written application and, subject to the provisions of Section 8.04 or Section 12.01, shall be payable monthly for life of the Member.

8.03 Amount of Early Retirement Pension

The monthly amount of the Early Retirement Pension shall be equal to the amount determined in accordance with the provisions of Section 7.02, reduced by one-quarter (1/4) of one percent (1%) for each of the first sixty (60) complete calendar months and five-twelfths (5/12ths) of one percent (1%) for each complete calendar month in excess of sixty (60) months, by which the pension commencement date precedes the Member's Normal Retirement Date.

8.04 Manner of Payment

If a Member's Spouse is living on the date benefits to the Member commence, the Member's pension payments shall not be made under the normal form of payment prescribed in Section 8.02 but shall be paid instead as a Joint and 60% Survivor Pension unless a waiver notice relinquishing the rights to such pension is duly signed by the Spouse and filed with the Company in such manner as the Company may prescribe and as required under the Act, on or prior to the date of retirement. The amount of the Joint and 60% Survivor Pension payable to the Member shall be 95% of the benefit payable under the normal form of payment prescribed in Section 8.02, provided that the Commuted Value of the Joint and 60% Survivor Pension shall not be less than the Commuted Value of the pension payable in the normal form pursuant to Section 8.02.

8.05 Early Retirement Upon Company Request

The Company may, at its discretion, request that a Member who has attained his Early Retirement Date retire prior to age sixty-five (65). If a Member so requested agrees to retire early and to receive an Early Retirement Pension, the amount of pension will be calculated in accordance with Section 8.03 hereunder, except that the amount of Early Retirement Pension determined under Section 8.03 shall not be reduced for early retirement subject to the minimum reduction which may be required pursuant to Section 11.01 in respect of Credited Service prior to January 1, 1992. The pension in respect of Credited Service after December 31, 1991 shall be reduced by at least 1/4 of 1% for each month between the Member's date of early retirement and the earliest of.

- (a) the date the Member would attain age 60;
- (b) the date the Member would complete 30 years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada); and
- (c) the date the Member's age and early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada) would have totalled 80;

if the Member had continued to participate in the Plan until that date.

9 Disability Pension

9.01 Eligibility for Disability Pension

A Member who has attained the age of thirty-five (35), who has completed ten (10) or more years of Continuous Service, who becomes totally and permanently disabled as defined under Regulation 8500(1) of the Income Tax Act , and as certified in writing by a licensed medical doctor, and who makes written application to the Retirement Committee confirming disability to the satisfaction of the Retirement Committee, shall be entitled to a Disability Pension.

9.02 Disability Pension

A Disability Pension is a monthly pension commencing on the first day of the month next following receipt by the Retirement Committee of the written application, and subject to the provisions of Sections 9.04 and Section 12.01, shall be payable for the life of the Member.

9.03 Amount of Disability Pension

The monthly amount of the Disability Pension shall be equal to the amount determined in accordance with the provisions of Section 7.02, based on the Member's period of Credited Service to the date he became totally and permanently disabled as determined in Section 9.01, and without any early retirement reductions.

9.04 Manner of Payment

If a Member's Spouse is living on the date benefits to the Member commence, the Member's pension payments shall not be made under the normal form of payment prescribed in Section 9.02 but shall be paid instead as a Joint and 60% Survivor Pension unless a waiver notice relinquishing the rights to such pension is duly signed by the Spouse and filed with the Company in such manner as the Company may prescribe and as required under the Act, on or prior to the date of retirement. The amount of the Joint and 60% Survivor Pension payable to the Member shall be 95% of the benefit payable under the normal form of payment prescribed in Section 9.02, provided that the Commuted Value of the Joint and 60% Survivor Pension shall not be less than the Commuted Value of the pension payable in the normal form pursuant to Section 9.02.

10 Deferred Vested Pension
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10.01 Eligibility for a Deferred Vested Pension

A Member whose employment with the Company terminates for any reason other than death and who is not entitled to receive a Normal Pension, an Early Retirement Pension, or a Disability Pension will be entitled to receive a Deferred Vested Pension under the following circumstances:

- (a) in the case of a Member who has completed ten (10) or more years of Continuous Service with the Company and has attained age forty-five (45) at the date of his termination of employment, a Deferred Vested Pension in respect of Credited Service accumulated to his Termination Date; or
- (b) in the case of a Member who has completed five (5) or more years of Continuous Service but less than 10 years of Continuous Service or has not attained age forty-five (45) at the date of his termination of employment, a Deferred Vested Pension in respect of his Credited Service on and after January 1, 1987 but prior to January 1, 2002, plus in respect of his Credited Service prior to January 1, 1987, any additional benefits granted due to an amendment to the Plan that was made on or after such date and prior to his Termination Date; and
- (c) in the case of a Member who has completed two (2) or more years of Plan membership but less than five (5) years of Continuous Service at the date of his termination of employment, a Deferred Vested Pension in respect of his Credited Service on and after January 1, 2000, plus in respect of his Credited Service prior to January 1, 2000, any additional benefits granted due to an amendment to the Plan that was made on or after such date and prior to his Termination Date.

10.02 Deferred Vested Pension

A Deferred Vested Pension is a pension commencing on the first day of the month coincident with or next following the later of:

- (a) the Member's Normal Retirement Date; or
- (b) the date on which the Retirement Committee receives a written request for such pension from the Member, in such form and in such manner as the Retirement Committee shall specify;

and subject to the provisions of Section 10.05 or Section 12.01, shall be payable monthly for the life of the Member.

10.03 Retroactive

A Member who is entitled to a Deferred Vested Pension pursuant to the provisions of Section 10.01 hereof shall receive payment of his Deferred Vested Pension retroactive to the first day of the month coincident with or next following his Normal Retirement Date even though the Retirement Committee receives his written request for such pension at a later date. Any portion of the retroactive lump sum payment which relates to months from a prior calendar year(s) shall only be made after written approval is obtained from Canada Customs and Revenue Agency.

10.04 Amount of Deferred Vested Pension

The monthly amount of the Deferred Vested Pension shall be calculated in the same manner as the monthly amount of the Normal Pension calculated in Section 7.02 hereof but on the basis of the Member's period of Credited Service determined in accordance with Section 10.01 and the provisions of the Plan in effect at such Termination Date.

10.05 Manner of Payment

If a Member's Spouse is living on the date the Member's pension payments commence, the Member's pension payments shall not be made under the normal form of payment prescribed in Section 10.02 but shall be paid instead as a Joint and 60% Survivor Pension unless a waiver notice relinquishing the rights to such pension is duly signed by the Spouse and filed with the Company in such manner as the Company may prescribe and as required under the Act, on or prior to the date of retirement. The amount of the Joint and Survivor Pension shall be the actuarial equivalent of the benefit payable under the normal form of payment prescribed in Section 10.02.

10.06 Transfer of Commuted Value

A Member who is entitled to a Deferred Vested Pension may transfer the Commuted Value of the Deferred Vested Pension to:

- (a) another registered pension plan, if that pension plan permits the transfer;
- (b) a locked-in registered retirement savings plan subject to the requirements prescribed under the Act;
- (c) an insurance company to purchase a deferred pension that is not commutable, and that will not commence earlier than the earliest date that the pension could have commenced under the Plan; or

- (d) another fund or plan which meets the requirements of the Act and the Income Tax Rules.

The transfer shall be made within 60 days after the member completes and files with the Company all documents required to authorize the transfer.

10.07 Early Commencement

A former Member who is eligible for a Deferred Vested Pension pursuant to the provisions of Section 10.01 hereof, may elect to have his Deferred Vested Pension commence at a date earlier than the former Member's Normal Retirement Date but not before the first day of the first month after such former Member attains age fifty-five (55). The monthly amount of such pension shall be the actuarial equivalent of the amount of benefit determined in Section 10.04 hereof provided that such adjustment shall result in a reduction of at least 1/4 of 1% for each complete calendar month between the date of early commencement and the earliest of:

- (a) the date the Member would attain age 60;
- (b) the date the Member would complete 30 years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada); and
- (c) the date the Member's age and early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada) would have totalled 80;

if the Member had continued to participate in the Plan until that date.

The election to receive his Deferred Vested Pension early must be made by the former Member by completing and delivering a statement of election to the Retirement Committee, in such form and in such manner as the Retirement Committee may prescribe, not earlier than 90 days prior to the commencement date of payment.

11 Limitation Regarding Payments
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11.01 Maximum Pension

Notwithstanding any other provision of the Plan, the annual retirement pension payable to a Member under this Plan in the year of commencement, including any benefit payable to a Spouse or former Spouse of the Member and, excluding any portion of a retirement pension resulting solely from an actuarial increase in respect of deferral after the Member's Normal Retirement Date, shall not exceed the lesser of:

- (a) the defined benefit limit for the year of commencement; and
- (b) 2% of the Member's highest average compensation indexed to the year of commencement;

multiplied by the Member's Credited Service (not exceeding 35 years in respect of the period prior to January 1, 1992).

For the purposes of this Section, "defined benefit limit" and "highest average compensation" shall have the meanings assigned to those terms under the Income Tax Rules.

The value of the retirement benefit in respect of Credited Service prior to January 1, 1992 payable at retirement, termination of employment or termination of the Plan shall not exceed the value of the maximum benefit calculated above payable at the earliest of attainment of age 60 or Normal Retirement Date as a single life annuity guaranteed for 10 years or a 60% joint and survivor annuity, whichever is applicable. The retirement benefit in respect of Credited Service after December 31, 1991 shall be subject to the maximum benefit set out in the preceding paragraph of this Section prior to determining any reduction for early commencement which may be applied pursuant to the terms of the Plan.

The amount of retirement benefit payable to a Member under this Plan in a particular calendar year after the year in which the lifetime pension commences to be paid cannot exceed the maximum allowable amount of lifetime pension in the year in which the lifetime pension commences to be paid, multiplied by the percentage increase in the Consumer Price Index from the calendar year in which the lifetime pension commences to be paid until such particular calendar year. Such percentage increase may be determined in any other alternative manner provided for by the Regulations under the Income Tax Act (Canada).

11.02 Non-Duplication of Benefits

If any Member who is entitled to a pension hereunder, is entitled to a pension under any other plan maintained by the Company or to which the Company contributes, the actuarial equivalent value of such other pension, to the extent attributable to service deemed Credited Service hereunder, shall be offset against the pension payable hereunder.

11.03 Commutation of Pension Benefits

If the monthly amount of pension payable to a Member or Spouse is less than one-twelfth of four percent (1/12 of 4%) of the Year's Maximum Pensionable Earnings for the calendar year in which the earliest of the termination of membership, termination of the Plan, death or pension commencement occurred, or if the Commuted Value of the pension is less than twenty percent (20%) of the Year's Maximum Pensionable Earnings for that calendar year, then the Member or the Spouse, as applicable, may elect to receive the Commuted Value of the pension as a cash lump sum payment or to transfer the Commuted Value to an RRSP.

12 Optional Forms of Pension
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12.01 Optional Forms

In lieu of the normal form of payment and subject to Sections 7.04, 8.04, 9.04 and 10.05, a Member entitled to a Normal Pension, an Early Retirement Pension or a Deferred Vested Pension may elect to receive any of the optional forms of pension by completing and delivering a statement of election to the Retirement Committee, in such form and in such manner as the Retirement Committee may prescribe, on or prior to his date of retirement, accompanied by proof of age of his contingent annuitant, if applicable, satisfactory to the Retirement Committee, in which case the amount of his pension shall be the actuarial equivalent value of the normal form of pension he would otherwise have been entitled to receive. A Member may revoke or change his election of an option by written notice received by the Retirement Committee on or prior to his date of retirement.

(a) Joint and Survivor Pension

A joint and survivor pension payable monthly in an adjusted amount with one hundred percent (100%) of the adjusted pension being continued after his death to his Spouse (if then living), for the remaining lifetime of the said Spouse. In the event the Spouse shall die before the Member's actual retirement, the election of this option shall be void.

(b) Other Options

A Member may elect such other forms of actuarial equivalent monthly pension as may be established by the Retirement Committee from time to time by rules of uniform application, provided however that such forms of monthly pension shall conform to the provisions of the Act and the Income Tax Rules.

12.02 Death Before Normal Retirement Date

If the Member or the contingent annuitant designated under the option dies before the Member has retired and prior to his Normal Retirement Date, the election of an option shall be void.

12.03 Death After Normal Retirement Date

If a Member who has elected an option dies on or after his Normal Retirement Date but prior to actual retirement under the Plan, payments will be made in accordance with the

option chosen. The amount of the payments to be made, if any, will be computed as of his Normal Retirement Date and shall commence on the first day of the calendar month next following the month of death. If a Member who has elected an option dies after benefits have commenced, his benefits, if any, will continue in accordance with the form of option chosen.

12.04 Death in All Cases

If a Member designates his estate as Beneficiary, or does not designate a Beneficiary, or if the Beneficiary designated by the Member predeceases the Member, then the commuted value of the benefits payable for any unexpired guaranteed period under this Article 12 shall be paid to the Member's estate.

13 Pre-Retirement Death Benefit

13.01 Pre-Retirement Death Benefit

If a Member or former Member with five (5) or more years of Continuous Service or two (2) or more years of Plan membership dies prior to commencement of his pension, his surviving Spouse shall be entitled to receive a Pre-Retirement Death Benefit commencing on the first (1st) day of the month coincident with or next following the Member's date of death and payable monthly for the life of the surviving Spouse.

13.02 Amount of Pre-Retirement Death Benefit

The pre-retirement death benefit payable shall be as follows:

(a) Completion of 5 Years of Continuous Service

If a Member dies while in the employment of the Company after having completed at least five (5) years of Continuous Service, or if a Member who terminated employment and is entitled to receive a Deferred Vested Pension dies prior to the commencement of any pension payable under the Plan, a pension shall be payable to the surviving Spouse in an amount whose Commuted Value shall be equal to sixty percent (60%) of the Commuted Value of the Member's Deferred Vested Pension determined in accordance with subsection 10.01(b).

(b) Completion of 2 Years of Plan Membership,
But Less Than 5 Years of Continuous Service

If a Member dies while in the employment of the Company after having completed at least two (2) years of Plan membership but less than five (5) years of Continuous Service, or if a Member who terminated employment and is entitled to receive a Deferred Vested Pension dies prior to the commencement of any pension payable under the Plan, the Member's surviving Spouse shall be entitled to receive a pension equal to the Commuted Value of the Member's Deferred Vested Pension determined in accordance with subsection 10.01(c).

The surviving Spouse may elect the transfer provisions under Section 13.03. In the absence of a surviving Spouse, the Member's Beneficiary, or in the absence of a Beneficiary, the Member's estate shall receive payment in a lump sum.

13.03 Transfer of Commuted Value

In lieu of receiving the Pre-Retirement Death Benefit, the surviving Spouse may elect to transfer the Commuted Value of the Pre-Retirement Death Benefit to:

- (a) another registered pension plan, if that pension plan permits the transfer;
- (b) a locked-in registered retirement savings plan subject to the requirements prescribed under the Act; or
- (c) an insurance company to purchase a deferred pension that is not commutable, and that will not commence earlier than the earliest date that the pension could have commenced under the Plan; or
- (d) another fund or plan that meets the requirements of the Act and the Income Tax Rules.

The transfer shall be made within 60 days after the Spouse completes and files with the Company all documents required to authorize the transfer.

13.04 Designation of Beneficiary

A Member may by written notice to the Company designate a Beneficiary to receive any benefits payable to a Beneficiary after the Member's death, and may by written notice to the Company alter or revoke such designation from time to time, subject always to the provisions of any law governing designation of Beneficiaries which may apply.

14 Amendment and Termination
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14.01 Amendment

The Company, by resolutions adopted by the Board of Directors and delivered to the Manager, shall have the right to amend or change the Plan at any time and from time to time in any respect; provided, however, that no amendment shall be effected to deprive a Pensioner or a Member of a benefit which has accrued to him under the Plan on the effective date of such amendment.

14.02 Termination of the Plan

The Company, by resolutions adopted by its Board of Directors and delivered to the Manager, shall have the right to terminate the Plan at any time, subject always to the provisions of the Act applicable to such termination. On termination of the Plan, each Member shall be deemed to be fully vested in his pension benefit entitlement accrued in respect of his membership under the Plan.

14.03 Application of Pension Fund

In the event of the termination of the Plan, the then balance of the funds in the Pension Fund shall be applied, after providing for expenses of the Plan attributable thereto, to the extent sufficient to fund each Member's or Pensioner's pension benefit entitlement accrued in respect of his membership under the Plan. The application of such funds shall be made in accordance with the provisions of the Act.

14.04 Cessation of Contributions on Termination

Except as provided by law, in the event of the termination of the Plan for any reason whatsoever, the Company shall have no liability of any kind for any further payments to the Pension Fund other than the then current Plan Year's contributions and any solvency deficiency payments in accordance with the provisions of the Act.

14.05 Refund of Surplus

Notwithstanding any other provision of the Plan or Funding Agreement, any surplus assets of the Pension Fund, as determined by the Actuary, may, subject to the prior approval of the Superintendent of Pensions (Alberta) and other applicable federal or provincial regulatory authorities, be refunded to the Company on termination of the Plan, or any Excess Assets of the Pension Fund during the currency of the Plan, as determined by the Actuary, may be used at the sole discretion of the Company to offset or reduce the contributions under the Plan or returned to the Company, subject to the prior approval of the Superintendent of Pensions (Alberta).

15 Administration

15.01 Administrator of the Plan

The Plan shall be administered by the Board of Directors of the Company.

15.02 Retirement Committee

The Board of Directors of the Company may, at its discretion, appoint a Retirement Committee consisting of five (5) or more individuals the majority of whom are resident in Canada. Any Member of the Retirement Committee may resign by giving written notice to the Company. The Retirement Committee shall maintain records and minutes of all of the proceedings of the Retirement Committee. The members of the Retirement Committee shall serve without compensation, but their expenses shall be paid by the Company. Any action by the Retirement Committee shall require the affirmative vote or written approval of a majority of its members.

15.03 Powers of the Retirement Committee

The Board of Directors shall have full power and authority to administer the Plan and if it so desires, may delegate to the Retirement Committee, without limiting the generality of the foregoing, the following specific powers and authority:

- (a) to make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plan;
- (b) to decide all questions and make interpretations concerning the Plan. Such decisions shall be final;
- (c) to make all approvals required by the Plan;
- (d) to compute the amounts of benefits or other payments which shall be payable to any person in accordance with the provisions of the Plan and to determine the persons to whom such amounts shall be paid;
- (e) to authorize payments to be made from the Pension Fund; and
- (f) to prepare such accounts and other records of operation of the Plan as may be required from time to time and to arrange for the audit of such records and accounts by independent auditors.

The Manager or the Company may request the advice of the Retirement Committee on any matter relating to the administration or interpretation of the Funding Agreement or the Plan and the Retirement Committee may give the advice. In each case the Manager and the Company shall be relieved of all liability and be fully protected in acting in reliance thereon or in conformity to any rule or regulation so adopted by the Retirement Committee.

15.04 Investment Committee

The Finance Committee of the Board of Directors as it may be constituted from time to time shall be the Investment Committee under the Plan. Upon concurrence in writing of a majority of the members at the time in office, action of the Investment Committee may be taken otherwise than at a meeting. They may appoint from their number such committees with such power as they shall determine, may authorize one or more of their number or any agent to execute or deliver any instrument or instruments in their behalf, and may employ such counsel, agents, investment advisory services and other services as they may require in carrying out their duties. The Investment Committee shall cause to be maintained accounts showing all investments of the pension funds and shall submit investment reports to the Retirement Committee at any time such reports are requested by the Retirement Committee and in no event less than annually. All provisions relating to the quorum of the Finance Committee and the conduct of its business, as the same shall be amended from time to time shall also apply to the Investment Committee. Except due to its own willful misconduct or lack of good faith, the Investment Committee and members thereof shall have no liability in respect of the administration of the pension funds or of the investment custody or handling of any funds, securities or other assets paid over to the funding agency, or in respect of the making, retention or sale of any investment or reinvestment caused by it to be made or for any loss to or diminishment of the pension fund; and each Member or former Member, and any person or persons claiming under him, shall otherwise look solely to the pension fund for any retirement allowance or other payment under the Plan.

15.05 Payment of Administrative Expenses

All normal and reasonable fees, costs, charges and expenses incurred in the operation and administration of the Plan and the Pension Fund, including fees and expenses for audit and actuarial services and the fees and expenses payable to the Manager shall be paid from the Pension Fund. Where the Company has made payments on account of such expenses, the Company will be entitled to reimbursement by the funding agent from the assets of the Pension Fund. Fees and expenses of the Company and its agents are payable from the Pension Fund unless prohibited by applicable pension legislation.

15.06 Uniform Administration

Whenever, in the administration of the Plan, any action by the Retirement Committee or the Company is required, such action shall be uniform in nature as applied to all persons similarly situated.

15.07 Generally

Members of the Retirement Committee may participate in the benefits under the Plan provided they are otherwise eligible to do so. No Member of the Retirement Committee shall participate in any decision or take any action respecting his own participation in the Plan, except that he may participate in any decision which affects all Members or any group of Members. No bond or other security shall be required of any member of the Retirement Committee in such capacity in any jurisdiction, except as expressly provided by law. In administering the Plan, neither the Retirement Committee, any member thereof, the Board of Directors of the Company, any member thereof, the Company, nor any officer or employee of the Company shall be liable for any acts of omission or commission unless there shall be gross negligence or willful misconduct.

The Company, the Manager and the Retirement Committee shall be entitled to rely conclusively on all tables, valuations, certificates, opinions and reports which shall be furnished by the Actuary, or any accountant, counsel or other expert who shall be employed or engaged by the Company, the Manager or the Retirement Committee.

16 General Provisions

16.01 Payments to Minors and Incompetents

In the event that the Retirement Committee or the Manager shall find that any Pensioner entitled to receive any benefit under the Plan is, at the time when such benefit becomes payable, a minor or is physically, mentally or legally incompetent to receive such benefit or to give a valid release, the Retirement Committee or the Manager may cause the payments becoming due to such Pensioner to be paid to another person for his benefit without responsibility on the part of the Retirement Committee, the Company or the Manager to follow the application of such payment. Any such payment shall be a payment for the account of such Pensioner and shall operate as a complete discharge of all liability therefore under the Plan.

16.02 Mailing Address

It shall be the responsibility of each Member and Pensioner to keep the Retirement Committee and the Manager informed of his mailing address. Any notices required or permitted to be given to a Member or Pensioner hereunder shall be deemed given if directed to him at such address and mailed by regular mail. If any notice or payment mailed by regular mail to such address is returned, the mailing of cheques will be suspended until the Member or Pensioner makes demand in writing.

16.03 Effect of Mis-Statements

If any Member or Pensioner in any written statement required by the Retirement Committee or the Plan shall mis-state any fact which would affect the actuarial or other assumptions with respect to, or the amount of, a benefit payable hereunder, the accrual of such benefit with respect to such Member or Pensioner shall not be invalidated, but the amount of benefit to be available relative to such Member or Pensioner on account of his participation in the Plan will be adjusted retroactively to the amount which would have been payable if such fact or facts had not been mis-stated provided, however, that in no event shall there be any liability to pay any greater benefit with respect to any such Member or Pensioner than that which would have been payable on the basis of the true facts.

16.04 Spendthrift Provisions

No benefit, either in whole or in part, payable under the provisions of the Plan or other interest herein may be alienated, sold, transferred, assigned, pledged, encumbered, charged, anticipated, given as security or surrendered until paid to the Member or Pensioner nor shall such benefit or interest be subject to attachment, garnishment, execution following judgment or other legal process or be liable for or subject to the liabilities or claims of the Member or Pensioner until so paid unless otherwise specifically provided herein. Any attempt or agreement to so alienate, sell, transfer, assign, pledge, encumber, charge, anticipate, give as security or surrender, the same shall not be recognized by the Manager and shall be treated as though void.

16.05 Plan not a Contract of Employment

The Company intends and contemplates that the Plan shall embody its pension plan for Employees of the Company and that the Plan will continue indefinitely into the future, but neither the terms of the Plan nor the benefits hereunder nor the continuance hereof shall constitute a contract between the Company and any Employee or be deemed to be consideration for the employment of any Employee. All Employees shall remain subject to discharge, discipline or lay-off to the same extent as if the Plan had not been put into effect.

16.06 Written Explanation of Plan to Members

A written explanation of the Plan shall be supplied to each Member concerning the terms and conditions of the Plan and any amendments thereto applicable to him and such other information as may be prescribed by the Act. The Company shall further provide to each Employee, Member, former Employee, retired Member, Spouse and other authorized individuals such other information as may be prescribed by the Act.

16.07 Determination of Actuarial Equivalents or Actuarial Values

Whenever in the Plan it is provided that an actuarial equivalent or an actuarial value is to be determined and used for any purposes, such actuarial equivalent or actuarial value shall be that which shall be computed, determined and communicated in writing to the Retirement Committee by the Actuary to be employed for the purposes of the Plan. The determination as aforesaid of the actuarial equivalent of any benefit or of the actuarial value of any benefit shall be binding and conclusive on the Retirement Committee, the Company, the Manager, the Members and the Pensioners affected thereby.

16.08 Proof of Age

The Retirement Committee may at any time require any Member or Pensioner to furnish it with evidence satisfactory to it as to his age. The Retirement Committee may at any time require any Member or Pensioner to furnish it with any information relevant to the payment of a pension under the Plan.

16.09 Gender and Number

Whenever applicable, the masculine pronoun as used herein shall include the feminine and the singular the plural and the plural the singular unless the context shall otherwise require.

16.10 Section Headings not Part of the Plan

The titles given to the various sections of this Plan are inserted for convenience of reference only and are not part of this Plan and they shall not be considered in determining the purpose, meaning or intention of any provision hereof.

16.11 Notice

Any notice or election to be given, made or communicated pursuant to or for the purposes of the Plan shall be given, made or communicated, as the case may be, in such manner as the Retirement Committee shall determine.

16.12 Interpretation

The Plan shall be interpreted, construed, administered and enforced according to the laws in force from time to time in the Province of Alberta.

16.13 Compliance with Applicable Legislation

Notwithstanding any provision of the Plan, the Plan shall be interpreted and construed in accordance with applicable federal or provincial legislation and the provisions of the Plan shall be deemed to have been modified to the extent necessary to give effect to such legislation.

16.14 Marriage Breakdown

The division, distribution and valuation of benefits on the breakdown of a spousal relationship, as per a matrimonial property order or matrimonial property agreement, shall be conducted in compliance with the Act and the Regulations thereunder.