

COLLECTIVE AGREEMENT

BETWEEN

INDALEX LIMITED

-AND-

**UNITED STEELWORKERS OF AMERICA
LOCAL 7785**

2000-2005

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ARTICLE I - PURPOSE OF AGREEMENT

- 1.01 By the present agreement, the parties intend to maintain the good relations presently existing between the Employer and its employees, to set down the agreement between the parties concerning pay rates, hours of work and other working conditions and to establish a procedure for the settlement of grievances which may arise from the application of this agreement, in order to ensure an efficient, safe and economical industrial operation, in the interest of both parties.

ARTICLE II - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for "all the employees except the office employees and salesmen" in the employment of Indalex Limited, as per the certificate of recognition, granted to the Union by the Québec Labour Relations Board dated March 19, 1971.
- 2.02 No stipulation in this agreement can limit the jurisdiction of the Labour Commissioner to decide whether a job is included or not within the bargaining unit.
- 2.03 No job can be excluded from the bargaining unit solely because of the change in its title.
- 2.04 Except in emergency situations when regular employees are not available, or for purposes of training, instruction, or for quality control, foremen must not work on any job which is normally performed by an employee in the bargaining unit.

Except for samples, when quality control involves the manipulation of material of more than seventy (70) kilograms, an employee will be assigned to manipulate this material.

Should it be proven that a person excluded from the bargaining unit has performed some work which normally would have necessitated the presence at work of another employee for more than an hour, the

Union may on behalf of the employee claim the hours worked by the person excluded from the bargaining unit, to a minimum of four (4) hours.

- 2.05 The Employer may hire students as temporary employees during the summer vacation period (from May 15th to September 1st). The wage rate paid to students is the rate provided for in appendix "A" of the present agreement, except if a student is called upon to replace a regular employee, during regular hours or overtime, he receives the rate for the job performed. A student does not acquire seniority rights. If he decides to stay at the end of his temporary period and if the Employer hires him, his seniority is dated from the change in his status, except that his probation period is reduced by the number of days worked as a student. The Employer may, at its discretion, terminate the employment of a student working as a temporary employee. The use of students by the Employer during the summer vacation period must not result in the lay-off of employees who are members of the bargaining unit, and no regular employee is demoted, deprived of a promotion which he should otherwise be entitled to, or deprived of overtime which he would normally be called upon to perform because of the use of students by the Employer.

Moreover, the Company advises the Union by posting every week on the board the names of these students and their date of hire. A copy is given to the Union every week, if there has been changes.

ARTICLE III - RELATIONSHIP

- 3.01 A. Except in the application of the provisions of this agreement, no employee is in any manner discriminated against for any reason whatsoever.
- B. The employee may require the presence of a shop steward who is present or in his absence a union officer who is present, of his choice, if during the course of a meeting with a representative

of the Employer he is being subject to a disciplinary measure.

- 3.02
- A. The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer except for the activities provided for in the present Agreement.
 - B. The shop stewards may, in the exercise of their functions, act without fear that their personal relationship with the Employer be affected in any way whatsoever as a result of any action initiated by them, in good faith, in conformity with the provisions of this Agreement.

3.03 An Industrial Relations Committee consisting of the Union President and a maximum of three (3) employees designated by the Union, on one part, and a maximum of four (4) representatives of the Employer, on the other part. Unless otherwise agreed upon in writing by the parties, the committee meets once a month to discuss subjects of common interest which are not included in the present agreement. The party requesting the meeting indicates, in writing the subjects it wishes to discuss during the meeting. These meetings are held, as much as possible, during the working hours of the employees designated by the Union. These meetings are not used to discuss grievances that are in progress, which must follow the procedure described in the present agreement.

Minutes of the meeting are prepared by the Employer and remitted to the above-mentioned persons, within the five (5) working days following the meeting. In the event, that Union committee members are in disagreement with the contents of the minutes, in whole or in part, they may, within the five (5) working days following receipt of the minutes, express their disagreement, verbally or in writing, with copies to the above-mentioned persons, in default of such, the minutes are considered final.

One (1) hour is allocated and paid to the union representatives before the meeting for the preparation of this meeting.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities. The plant locations, management of the work force, production schedules, the methods and procedures to use, the right to decide the number of employees required by the Employer at any given time, the right to use methods, improved or modified machinery or equipment, and the jurisdiction on all operations, machines, equipment and tooling as well as the employees of these plants are exclusively the responsibility of the Employer. The Employer also has the right to establish or modify, from time to time, the rules and regulations to be followed by the Employees. These rules and regulations are not, in any way, incompatible with the provisions of the present agreement. The Union has the right to file a grievance concerning the fairness of these rules and regulations.
- 4.02 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, lay-off, recall, relieve from duty because of lack of work or other legitimate reasons, assign duties and rates, train, test and transfer employees and also the right to suspend, discipline or discharge any employee for just cause.
- 4.03 In the exercise of its functions provided for in paragraphs 4.01 and 4.02 of this article, the Employer does not act in a way inconsistent with the provisions of this Agreement.

ARTICLE V - UNION SECURITY

- 5.01 As a condition of employment, each employee who is a member of the bargaining unit must remain or become a member in good standing of the Union.
- 5.02 The Employer agrees to deduct each week, the union dues, admission

costs and special levies of the union, of an amount certified by the Union to the Employer as being in force according to the constitution and rules of the Union. As an additional condition of employment, each employee signs a form authorizing the deductions as provided for in this paragraph.

- 5.03 The total deducted amounts are remitted to the Secretary-Treasurer of the Union within two (2) weeks following the month these deductions are made. This remittance is made by cheque to the order of the International Union Secretary-Treasurer and is accompanied by the form R115F and by a list showing the names and clock-numbers of each employee from whom a deduction was made, as well as the amount of the individual deduction for each employee with copy to the Union local.
- 5.04 The Employer is responsible to remit to the Union the amounts the Employer must actually deduct.
- 5.05 The Union indemnifies the Employer and protects it against any claim an employee could make in relation to the amounts deducted from his wages as provided for in the present article.

ARTICLE VI - GRIEVANCE PROCEDURE

- 6.01 Any disagreement involving the interpretation, application or alleged violation of the present Agreement (hereinafter called a "grievance") which an employee desires to settle with the Employer, must be settled as per the following procedure.

- 6.02 **First step**
(Foreman)

The employee concerned must give verbal notice to his foreman as soon as possible, but not later than five (5) working days, following

the event or his knowledge of the event, of any fact which might give rise to a disagreement as defined in paragraph 6.01. When he gives the said notice, the employee may be accompanied by his shop steward. The foreman has two (2) working days to give his verbal answer to the employee and the shop steward.

6.03 **Second step**
(Department Manager)

Failing a settlement at the first step, a grievance as defined in paragraph 6.01, may be submitted in writing, on the appropriate form, to the Department Manager by the shop steward within five (5) working days following the reply of the foreman. Within seven (7) working days of receipt of the grievance, the Department Manager gives a written answer to the shop steward and employee.

6.04 **Third step**
(Operations Manager or Human Resources Manager)

Failing a settlement at the second step, the written grievance may then be submitted by the president of the Grievance Committee or his replacement to the Operations Manager or the Human Resources Manager, or their replacement, within five (5) working days following the date of the answer at the second step. At the request of either party, the employee who submitted the grievance may be present. The Grievance Committee may request the assistance of a representative of the United Steelworkers of America, the Operations Manager and the Human Resources Manager may be accompanied by other representatives of the Employer. The Operations Manager and Human Resources Manager must render their decision within the five (5) working days following such a meeting, unless a longer delay has been agreed upon by the parties.

It is understood that the Grievance committee must meet at least once a month provided there are grievances to discuss. This committee consists of the Operations Manager and the Human Resources Managers or their replacements and up to two (2) other representatives of the Employer and the representatives of the Union committee.

6.05 **Fourth step**
Arbitration

When a grievance is not settled after following the proceeding steps, either party may, within thirty (30) days following the answer of the Employer at the third step, submit the grievance to arbitration by notifying in writing the other party.

6.06 The parties agree that the grievances shall be submitted in turn to the following arbitrators:

1. Mtre André Sylvestre
2. Mtre Carol Jobin
3. Mtre Jacques Sylvestre
4. Mtre Bernard Lefebvre
5. Mtre Jean-Pierre Lussier
6. Mtre Denis Tremblay

The Union submits the request for arbitration and forwards a copy to the Employer. If the arbitrator is not available within thirty (30) working days following the date on which the grievance was referred to him, the parties submit the grievance to the following arbitrator. If none of these arbitrators are available within the said delay, the parties will attempt to agree within a reasonable period of time on the choice of an arbitrator, chosen from the list of arbitrators published by the *Conseil consultatif de la main-d'oeuvre*.

Failing an agreement, either party may contact the *ministère de l'Emploi* for an official appointment.

6.07 The parties may agree to submit several grievances to the same Arbitrator to be heard at the same session, but in the absence of agreement, only one grievance is submitted at the same time to the same arbitrator. However, when the same incident brings about several grievances, all such grievances are submitted to the same arbitrator.

6.08 The written grievance as well as the notice requesting the arbitration must clearly indicate the facts, which brought about the grievance as well as the settlement sought. We must, as much as possible, indicate the articles of the Collective Agreement on which the grievance is based, but this shall not in any way hinder the right to invoke any other article of the agreement. A clerical error does not invalidate a written grievance or an answer to a grievance. A written grievance can be corrected before the third step.

6.09 A grievance concerning two (2) or more employees may be presented by the steward within the delays set forth in paragraph 6.02 at the second step of the grievance procedure, provided that:

1. all concerned employees have signed the grievance;
2. the problem is common to all employees who have signed the grievance;
3. the grievance deals with the interpretation or violation of the Agreement;
4. promotions are excluded from the application of this clause.

6.10 **Policy Grievances**

A grievance based on the interpretation of the Agreement or on a dispute arising directly between the Employer and the Union may always be presented by either party directly at the third step (Operations Manager or Human Resources Manager) of the grievance procedure. However, unless such grievance is submitted within the time limits set forth in paragraph 6.02, any monetary implication resulting from such grievance shall have no retroactive effect prior to the date of the written submission of the grievance.

6.11 An arbitrator named by virtue of this article is governed by this Agreement and does not have the authority to add, delete from or change the provisions thereof, nor to make any decision contrary to

these provisions.

The arbitrator, however, has the right to revise or modify a disciplinary measure taken by the Employer and to order a certain compensation for the time lost by an employee, if such be the case.

- 6.12 The decision of the arbitrator is final and binds the employees, the Union and the Employer.
- 6.13 Each party pays, to the arbitrator, one half of his fees and expenses on receipt of his account.
- 6.14 A grievance concerning a disciplinary dismissal or suspension may be submitted at the second step within fifteen (15) working days of having imposed the disciplinary measure.
- 6.15 If the Union does not abide by the delays set forth in the present article, the grievance is considered as having been settled or withdrawn as the case may be. If the Employer does not reply to a grievance within the delays set forth in the present article, the Union may forward the grievance to the next step, but in such cases the grievance shall not be invalidated if the Union has failed to respect the delays so long as the grievance is processed to the next step within a reasonable delay which does not exceed the prescribed time limits by more than ten (10) working days.
- 6.16 The delays set forth in this article may be extended by written agreement signed by a member of the Committee or an executive member of grievances and a representative of the Employer.
- 6.17 Settlement of a grievance at the second step or subsequent step must be in writing and signed by the parties. Settlement of a grievance binds all employees concerned, the Union and the Employer. In a grievance involving a monetary settlement, the Employer agrees to pay the employee within ten (10) working days following such settlement.
- 6.18 Anyone in the employment of the Employer must appear as a witness during the course of the grievance settlement procedure, upon the request of the Union or the Employer, provided that the Union advises

the Employer with the name of the individual whose presence is required at least one (1) working day in advance to enable the Employer to fill the position held by this employee.

6.19 In view of the procedure established by this Agreement for the settling of disputes and of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

6.20 **Disciplinary measures**

- A. Disciplinary measures may be a written warning, a suspension or a dismissal. All disciplinary measures are registered in a written notice given to the employee with a copy to the Union on the same day it is given to the employee.
- B. No disciplinary measure may be put in an employee's file or invoked against him, if his right to be assisted by a steward who is present or, in his absence, a union officer who is present, was refused during the meeting with a representative of the Employer.
- C. Except for cases of absences and lateness, no disciplinary measure is imposed on an employee after a delay of fifteen (15) working days of the Employer's knowledge of the infraction initiating the disciplinary measure.

In cases of absences and lateness, this delay is extended to thirty (30) calendar days.

- D. No written warning or disciplinary measure may be invoked against an employee after six (6) months, except for offenses of the same nature, which may be invoked against an employee for a period of twelve (12) months.

ARTICLE VII - SENIORITY

- 7.01 A. An employee's seniority is determined by the date on which he has actually started to work following his last hiring by the Employer.
- B. In cases of promotion, permanent transfer, lay-off, recall after lay-off or termination, or job creation, a senior employee is given preference provided he has the basic qualifications to perform the work available or the aptitudes to acquire the necessary qualifications through the training program provided for in paragraph 7.14.
- 7.02 The probationary period is of forty-five (45) days worked or three hundred and sixty (360) hours worked and after the employee has completed this probationary period, his seniority counts from the date of hiring.

When new employees are hired, in the event that several employees have the same seniority date, a draw will take place to determine which employee has the most seniority and this in the presence of a Union representative.

- 7.03 **An employee loses his seniority rights:**
- A. Ceases to be employed by the Employer for any reason;
- B. Is discharged and is not re-instated through the grievance procedure or arbitration;
- C. If he has less than two (2) years of seniority and is laid off for a period of twenty-four (24) consecutive months;
- D. If having two (2) years and more seniority is laid off for a period of thirty (30) consecutive months;

- E. If having five (5) years and more seniority is laid off for a period of thirty-six (36) months;
- F. If being laid off, he fails to comply with the recall procedure provided for in paragraph 7.09;
- G. If he fails to return to work immediately after the expiry of a leave of absence, unless he notifies the Employer within the next three (3) working days that he has been prevented from doing so by illness or other cause which is judged reasonable.

7.04 **Lay-off**

In cases of reduction in the work force assigned to specific duties, lay-off's are done in the following manner:

- A. Students are the first to be laid off;
- B. Employees who have not completed their probationary period are then laid off;
- C. If such reduction is insufficient the Employer shall lay off employees assigned to such duties in the reverse order of their seniority.

- 7.05 A. In case of a lay-off or displacement, which does not constitute a transfer within the meaning of article 24.01, the Employer re-arranges its work teams taking into account respective seniority and preferences of employees affected, meaning that an employee who is laid-off his position may displace an employee with less seniority in any position of equal or lower classification providing he can perform such job in a satisfactory manner.

If there are only jobs of a lower classification available to him, the employee may request to be laid off and the Employer shall not

refuse without a valid reason.

- B. An employee may displace another employee having less seniority on any position of a superior classification providing he has previously performed similar work in a satisfactory manner and is still able to perform such work in a satisfactory manner.

7.06 The Employer provides a seventy-two (72) hour notice of any lay-off except in cases beyond the Employer's control or in exceptional cases where the parties have agreed to waive such notice. If the Employer fails to give a seventy-two (72) hour notice the Employer provides payment for twenty-four (24) hours.

The employees are laid off on Fridays.

7.07 **Recalls**

Recalls are made in the reverse order of the lay-off and an employee who has displaced another employee during a lay-off returns to his former job when such job becomes available.

7.08 If an employee has elected not to displace another employee on the during a lay-off when he was entitled to do so by virtue of his seniority, he is called to work when his own job becomes available again.

7.09 A. Recalls are made by registered letter or by telegram to the employee's last known address. Upon receipt of such notice the employee must, within three (3) working days, notify the Employer of his intention to return to work and he must effectively report to work within five (5) working days following receipt of such notice,

unless he notifies the Employer within the said delay of three (3) days that he is unable to report to work because of a justified sickness or any other cause deemed valid, unless he is unable to notify the Employer within the said delay for a cause deemed reasonable. The Employer can always recall by telephone if the situation makes it necessary provided this does not cause prejudice to any employee entitled to be recalled through the normal procedure.

- B. When a lay-off lasts more than one (1) month, the employee has five (5) days to notify the Employer that he is unable to report to work because of a justified illness or for any other cause which is deemed valid, unless he is unable to so notify the Employer within the said delay for a cause deemed reasonable.
- 7.10 Employees must notify the Employer in writing of any change in their address and their telephone number and a copy is immediately forwarded to the Union.
- 7.11 If an employee is promoted out of the bargaining unit he retains and accumulates his seniority for a period of three (3) months, after which, he is no longer deemed to be part of the bargaining unit. However, the employee has the right to return to his former occupation within the bargaining unit at anytime within the three (3) months following his promotion, if he so desires. If the employee returns in the bargaining unit before the end of the three (3) months, he must pay the Union dues for that period of time.
- 7.12 Before the end of each month, the Employer shall forward to the Union the list of employees who, during the previous month, have terminated their employment indicating the reason for such termination (discharge, lay-off) as well as a list of employees hired during the same period and their classification. This list must indicate the date of termination or hiring as the case may be. Ten (10) copies of the revised seniority list is provided to the Union every month.

A list of all permanent and temporary positions is posted every month.

7.13 **Job Posting**

- A. When a permanent position becomes vacant (due to the termination of employment of the previous occupant, or the permanent promotion, demotion or transfer of another employee, or the permanent creation of a new position by the Employer), such position and the work schedule are posted by the Employer on the Company bulletin board and remains posted for a period of five (5) working days, two (2) of which are during the weekend shifts, and a copy of the posting and list of applicants are given to the Union. In addition, the name or names of the chosen candidates must be posted in the five (5) days following the expiry of the posting. An employee desiring the vacant position must indicate his candidature on the documents posted during the posting period of five (5) working days. This vacant position is filled in conformity with paragraph 7.01 b) amongst the employees who indicated their candidature. If no candidate meets the criteria of article 7.01 b) or if no employee indicates his candidature, the Employer may hire someone to fill this vacant position. After the posting period the Employer has been (10) working days to assign the employee to the position.
- B. An employee has the right to obtain two (2) vacant positions per calendar year, except in special circumstances which may be assessed on their merits by the Employer.
- C. An employee who returns to work following an authorized leave of absence such as vacation, sickness, accident, and other authorized leaves, with the exception of an employee who has chosen to be laid off, may within five (5) days of his return, apply for one position which has become vacant within the forty-five (45) working days before his return to work, the whole in conformity with the provisions of the present article.
- D. An operator who applies on a vacant position of another work schedule cannot fill the vacancy as long as another employee has not

completed, his training program in conformity with Appendix "B", which enables him to occupy the position of the employee he must replace, unless he himself can be replaced by a qualified operator.

When possible, the training of an employee who applied on a position will be done on the shift the employee posted into. During this training period, the permanent operator who occupies the position is not displaced from the position.

During the same period, if necessary, the Employer reserves the right to make all the necessary transfers required to balance his working force in order to satisfy the needs of production, employee seniority being respected, provided that the employee can do the job. The less senior employee who is able to do the job cannot refuse this transfer.

7.14 **Training Program**

- A. A training program is instituted by the Employer for the purpose of allowing employees to meet the requirements of certain jobs.
- B. Jobs for which such a training program is established, as well as the hourly rate the employee receives during each of these training periods is defined in Appendix "B" of this agreement. The Employer must notify the Union of any addition or modification to Appendix "B" and the Union may, within ten (10) working days, contest such addition or modification.
- C. When the Employer decides to offer training for any one of the jobs listed in Appendix "B", it shall post a notice to this effect and the selection of an employee for such training is made according to the provisions of article 7.13. When the job for which training is offered is not immediately available on a permanent basis at the end of the training period, this fact is stated on the posted notice.

Once the employee has successfully completed the training and is

deemed to have the necessary skills, aptitudes and qualifications to accomplish the position, he shall hold such a position even if he is not yet assigned to the position. In such a case, the displacement procedure outlined in article 7.05 applies.

- D. During any one of the stages of a training period, an employee receives, as a minimum, the rate which is provided for such stage in Appendix "B", but he in no case receives a rate which is lower than the one for the job which he performed prior to being selected in accordance with the present training program.
- E. An employee who is selected to receive training in accordance with article 7.13 of the present collective agreement, maintains during the first five (5) days of such training for week shifts and four (4) days for weekend shifts the right to return to the position he held prior to the training. After, five (5) days or four (4) days, given the situation, the employee can no longer request to return to the position he held prior to the start of such training.

During this period of five (5) days or four (4) days, given the situation, the training is done on the shift the employee applied into and this at the beginning of the training period when possible. In the event that this is impossible, this period is deferred.

After five (5) days of training or four (4), given the situation, the Employer must return the employee to the position held prior to the start of the training in reason of:

- i) his failure to qualify for the job for which he is being trained;
- ii) if the Employer decides to discontinue or defer the training program for this job in particular. In this case, if the training program resumes more than four (4) weeks after the decision to discontinue or defer the program for those entitled to two (2) weeks' training, five (5) weeks for employees entitled to three (3) weeks, six (6) weeks for employees entitled to four (4) weeks, the employee starts his training from the beginning. If the training program resumes within the said

periods, the employee concerned retains the credits he has accumulated during the portion of the training period he received.

- F. An employee who trained for a position under a training program and who subsequently declines the position cannot apply for this position during a period of nine (9) months and cannot occupy the position for the same period in case of lay-off, unless he cannot displace elsewhere.

The refusal of a position for which an employee has been trained is done in writing and forwarded to the representative of the Employer with a copy to the Union.

- 7.15 If there should happen an unforeseen event which makes it necessary, as an emergency, to lay off employees or to re-assign employees on the same shift as, for example, machinery breakdown, power failure or any other Act of God which could not reasonably be foreseen by the Employer, the Employer may proceed with the temporary lay-off and re-assignment of employees on the shift and on immediately subsequent shifts, and there is no obligation to re-assign employees from other shifts. However, if the circumstances which have caused such an emergency lay-off or re-assignment lasts for a period of one (1) working day or more, the Employer must respect the provisions of paragraph 7.01.

ARTICLE VIII - PAID HOLIDAYS

8.01 The following days shall be paid holidays:

1. Good Friday
2. Empire Day
3. St-Jean-Baptist Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day

Moreover, the normal operation of the plant is discontinued between Christmas and the day after New Year's Day guaranteeing seven (7) additional holidays on top of the above-mentioned days.

8.02 The holiday is celebrated on the day itself or any other day agreed upon.

8.03 A. All employees who have acquired seniority rights receive a full day pay for each of the above-mentioned holidays. In case of lay-off an employee is entitled to the holidays mentioned in article 8.01, provided that he was working regularly for three (3) weeks or less before the said holiday or if the employee is recalled back to work three (3) weeks or less after the said holiday, not on a temporary basis, but on a regular basis.

B. However, an employee laid off for more than fifteen (15) consecutive days is paid for the holidays situated between December 15th and January 15th of the following year on a 2% basis of his total hourly regular earnings for the year ending December 31st, conditional to having worked a minimum of a hundred and fifty (150) days between the 1st of January and December 15th of the same year.

ARTICLE IX - PAID VACATION

9.01 "Reference year" is the period of twelve (12) months between June 1st of the preceding year and May 31st of the current year.

"Vacation pay" signifies the amount to which an employee is entitled, taking into account the reference year and the applicable percentage on his earnings during the twelve (12) month period starting July 1st of the preceding year and ending June 30th of the current year.

- 9.02 Employees with less than one (1) year of service are entitled to vacation and vacation pay in accordance with the *Act respecting Labour Standards*.
- 9.03 An employee with one (1) year of service with the Employer at the end of the reference year but less than five (5) years of service is entitled to two (2) weeks vacation. Vacation pay is of 4% of his earnings.
- 9.04 An employee with five (5) years of service with the Employer at the end of the reference year but less than ten (10) years of service is entitled to three (3) weeks vacation. Vacation pay is of 6% of his earnings.
- 9.05 A. An employee with ten (10) years of service or more with the Employer at the end of the reference year is entitled to four (4) weeks vacation.
Vacation pay is of 8% of his earnings.
- B. An employee with fifteen (15) years of service or more with the Employer at the end of the reference year is entitled to four (4) weeks vacation. Vacation pay is of 9% of his earnings.
- C. An employee with twenty (20) years of service or more with the Employer at the end of the reference year is entitled to five (5) weeks vacation. Vacation pay is of 10% of his earnings.
- D. An employee with twenty-five (25) years of service or more with the Employer at the end of the reference year is entitled to six (6) weeks vacation. Vacation pay is of 12% of his earnings.
- 9.06 The list of vacation periods for each employee is established between April 1st and 21st. During this period, the Employer consults the

employees to know their choice, the employee who modifies his choice between April 1st and 21st must obtain approval by the Employer, the employee who does not express his choice during this period will be the last to choose, no matter what his seniority. Keeping in mind operational requirements, the Employer does everything in his power to respect each employee's choice. If two (2) or more employees choose the same vacation period and that it is impossible to liberate them at the same time for their vacation, seniority is the governing factor unless the employees concerned come to an agreement between themselves. The final list is posted on May 21st and no change is made to that list thereafter, without a serious reason. All changes made by the Employer must respect the principle of seniority and it must be communicated to the employee concerned at least thirty (30) days in advance.

- 9.07 A. An employee entitled to two (2) weeks' vacation or less must take his vacation during the reference period outlined in article 9.01 and 9.07c). However, an employee entitled to three (3) weeks vacation or more may request in writing, between April 1st and 21st, pay in lieu of vacation for the 3rd, 4th, 5th, or 6th week. Outside of this period, the Employer must give approval.
- B. Except in an emergency situation, an employee on vacation does not work overtime from the beginning of his vacation, Sunday at 23h00 until the end of his vacation Sunday at 22h59 for the Monday to Friday workweek. The same principle applies to employees of the weekend shift, this period starts on Friday at 23h00 until the end of his vacation Friday at 22h59; however appendix "E", paragraph 7 continues to apply concerning overtime eligibility.
- During an emergency situation, the employee on vacation is the last to be offered the possibility to work overtime, regardless his seniority.
- C. Except in unusual circumstances and by mutual agreement between the employee and the Employer, vacation is not accumulated from year to year. The period for taking vacation is from June 1st of the current year to May 31st of the following year.

9.08 An employee who leaves the employ of the Employer or who is dismissed is entitled to receive, if he has not already received it, vacation pay due to him at the end of the reference year and the percentage he is entitled under this present Agreement.

9.09 An employee's vacation pay is paid at least three (3) days but no more than seven (7) days before the employee's departure for his vacation, on condition that if an employee's vacation date is changed at his own request, the Employer must be notified fifteen (15) days in advance.

Vacation pay is to be remitted by the Employer to each employee by the second (2nd) Wednesday of July or later to all employees having made a request to this effect. The vacation cheque is separate from the employee's regular pay cheque.

ARTICLE X - LEAVE OF ABSENCE

10.01 A. The Employer grants leaves of absence without pay to employees of the bargaining unit to attend Union activities pertaining to Local 7785 under the following conditions:

a) That the Union gives at least a one (1) week written notice to the Employer, designating the employees for whom the leave is desired.

b) That no more than three (3) employees will be absent at the same time from March to November, and no more than four (4) from November to March of the following year; in all cases, no more than two (2) employees can be absent within the same department.

- B. Employees granted a leave of absence from the Employer under the above-mentioned conditions continues to accumulate seniority and loses no benefits.

10.02 A leave of absence of no more than one (1) week may be granted to any employee after agreement with his immediate superior.

A request for a leave of absence of a longer period must be submitted to the Operations Manager or the Human Resources Manager for approval. Such a request from an employee receives a favorable answer on condition that the request is reasonable and that production is not affected.

Permission for a leave of absence of more than one (1) week is confirmed in writing. A copy is sent to the employee and to the Union.

Upon written request to the Operations Manager or Human Resources Manager, the Employer grants a leave of absence without pay to an employee chosen by the Union to work for it on a full time basis, subject to the condition that production is not affected. This permission is normally limited to one (1) year but may be extended with agreement of the parties.

During any leave of absence, the employee continues to accumulate seniority.

In the instance of the fourth (4th) paragraph, the Pension Plan and the Collective Insurance Plan are maintained but the Employer pays all the premiums, which are all reimbursed by the Union. In all the other instances, the Employer and the employee must come to a mutual agreement.

The Employer gives his answer within the five (5) working days following reception of the request. In exception, the Employer answers a request under paragraph four (4) within the following four (4) weeks.

ARTICLE XI - ACCIDENTS

- 11.01 If an employee is injured while he is working for the Employer and, as a result of this accident, becomes unable to continue or complete his shift, he is paid for the hours he would otherwise have worked on that shift at his regular rate of pay regardless of the time the accident occurred.
- 11.02 When necessary and depending on his physical condition, the Employer transports immediately, at his cost, an employee who has suffered an accident at his work, to the doctor of his choice or the hospital of his choice. Then, depending on the circumstances, transportation is also provided back to work or to the employee's residence. In all cases, the employee must communicate with his supervisor or a representative of the Employer to inform them of his condition and this as soon as it is known.
- 11.03 When an employee is injured at his work, he must immediately make a report to his foreman to be covered by La Commission de la santé et la sécurité du travail (CSST).
- 11.04 A copy of the accident report must be given to the employee for his verification and also to the Prevention Representative, within twenty-four (24) hours. Moreover, a copy of the notice of the Employer to the C.S.S.T. is given to the Prevention Representative at the same time that it is sent to the C.S.S.T.

ARTICLE XII - JURY DUTY AND LEAVE FOR CHILDBIRTH

- 12.01 When an employee, of the day, evening or night shift, is called for jury service, the Employer will pay for each day of service, the difference between his regular hourly rate for the number of hours normally worked on his regular shift, and the salary received for jury service, provided the employee gives proof of his presence and the amount of payment received.

12.02 For the birth of a child, there will be three (3) days paid by the Employer, which must be taken between one (1) week before the birth or two (2) weeks after the child arrives home.

ARTICLE XIII - PAY FOR BEREAVEMENT

13.01 A. The Employer grants a leave of five (5) days from the date of death of the spouse or a child of an employee, without loss of regular pay. These days are working days and may be split to assist to the funeral, after agreement between the employee and his supervisor.

B. The Employer grants a leave of three (3) days from the date of death of the father, mother, brother, sister, brother-in-law or sister-in-law of an employee, without loss of regular pay. These days are working days and may be split to assist to the funeral, after agreement between the employee and his supervisor.

C. For employees assigned to the weekend shift (appendix "E", paragraph 9), the application of paragraph a) and b) of the present article are calculated using the following number of hours: five (5) days equals forty (40) hours of regular pay and three (3) days equals twenty (20) hours of regular pay.

D. The above mentioned days of leave are not paid when the employee concerned is not normally working, nor when the employee is already paid for a statutory holiday. When one of the paid holidays mentioned in the present article occurs during the employee's vacation, the employee is entitled to defer his vacation according to the number of days eligible. A document attesting to the death of the family member must be submitted to be eligible.

13.02 For the funeral of a unionized employee, the Employer will liberate,

without loss of salary, three (3) members of the Union Executive, for a maximum of four (4) hours, on the condition that it is during hours normally worked.

ARTICLE XIV - SAFETY AND HYGIENE

- 14.01 A. The parties take the necessary measures to safeguard the health and assure the safety of the employees according to the law in order to maintain a high degree of health and safety and to reduce working accidents. The Union and the Employer collaborate to have the rules and regulations respected, as formulated by the Safety Committee and the employees for their part respect these rules and regulations.
- B. i) The Employer makes available, in the plant a suitable place where employees can eat their lunch. It makes the necessary arrangements for employees to have at their disposal in that room, or within proximity of that room, proper food and beverage at all times.
- ii) The Employer permits the mobile canteen to park at the employee entrance and to enter the plant during the lunch breaks of the day and evening shift.
- 14.02 The Employer furnishes and the employees use the means of protection and safety equipment necessary to protect them against accidents and industrial illness. More specifically, the Employer

furnishes, free of charge, the following equipment:

- A. The Employer supplies at all times, safety glasses to employees obligated to wear them for the execution of their work, as recommended by the joint Health and Safety Committee.

The Employer pays the total cost of safety glasses with corrective lenses, if a change in corrective lenses is prescribed by an eyesight specialist at a dispensing optician chosen by the Employer and on frames supplied by the Employer.

- B. Protective masks for employees exposed to caustic or toxic fumes.
- C. Heat resistant mittens for employees handling hot metal.
- D. Protective gloves for employees handling aluminum and for the housekeeping and lift-truck operator (winter gloves).
- E.
 - i) Coveralls for painters, for the maintenance employees and for the assistant press operator.
 - ii) Winter jackets will be available to employees who may be assigned to work outdoors.
- F. Any other protective equipment or clothing which might be deemed necessary by the Health and Safety Committee for the safety of employees.
- G. The Employer will provide to the employees working on the thermo-break equipment an apron or a disposable coverall (to the choice of the employee).

- 14.03 The Employer pays an annual allowance of \$ 160.00 for footwear payable April 1st of each year. The footwear purchased must meet the minimal safety norms established by legislation and the requirements

of the position as described in the prevention plan. This allowance is payable to employees having completed their probationary period.

However, if deemed necessary, an additional allowance is paid for the position of painter, cleaner (paint-line), assistant-press operator, caustic mixer, technician and mechanic considering the nature of their position.

- 14.04 The items mentioned above are replaced at the employee's cost if they are damaged or lost as a result of negligence. Normal wear and tear is not considered negligence.
- 14.05 The Union recommends to its members to adhere to the Safety and Hygiene rules established by the Employer.
- 14.06 The Employer and the Union agree to establish a joint Committee formed of five (5) members designated by the Union, one for each department, extrusion, paint, maintenance and shipping and the prevention representative and at the least four (4) members designated by the Employer. If this proves impossible the committee will chair at three (3) members designated by the Employer. In addition to specific functions assigned to it under the this present Agreement, this Committee's function is to promote safety and industrial hygiene in the establishment. It makes inspections of the establishment at least once (1) a month and holds a meeting following each inspection in order to discuss observations, which have been made during the inspection. Either party may request other meetings on specific subjects. Minutes of these meetings, including all recommendations deemed useful, are forwarded to the Operations Manager with copy to the Union President and to the members of the Health and Safety Committee. These minutes are prepared by the Employer and forwarded to the above-mentioned persons, within five (5) working days following the meeting. In the event, that Union committee members are in disagreement with the contents of the minutes, in whole or in part, they may, within the five (5) working days following receipt of the minutes, express their disagreement, in writing, with copies to the above-mentioned persons, in default of such, the minutes are considered final.

One (1) hour is allocated and paid to the union representatives before the meeting for the preparation of this meeting.

- 14.07 The Employer takes the necessary measures to ensure the presence of a qualified first-aid person in the plant during working hours.
- 14.08 Except in cases of serious emergency, no machinery in the plant is operated by anyone other than a qualified operator. This clause is not used other than in disputes that could arise regarding safety of employees.
- 14.09 Except for the purpose of making necessary repairs, no employee is obliged to work with or near defective machinery in conditions that place the employee's personal safety in danger or the safety of other employees.
- 14.10 No employee is asked to work under conditions, which are dangerous or unhealthy beyond the normal risks inherent to the operation in question.
- 14.11 **Right to refuse to perform dangerous work**
- A. A worker has the right to refuse to perform work if he has reasonable grounds to believe that the performance of that work will expose him to danger, for his health, safety or physical integrity or could expose another person to a similar danger.
- B. The Employer cannot have the work performed by another employee until an agreement is reached between the Union and the Employer or until a decision by the C.S.S.T. Work Inspector is rendered. During this period, the employee who used his right of refusal is said to be at work as well as others who are deprived of work in reason of this situation.

C. The steps

The employee who refuses to perform a particular work according to article 14.11 must advise his immediate supervisor without delay.

The supervisor examines the problem with the employee and the shop steward.

Should there be no agreement, the problem is immediately submitted to the two (2) designated members of the Health and Safety Committee.

If there is still no agreement, the problem is immediately submitted to the C.S.S.T. Work Inspector.

14.12 Employees who abuse the privileges which articles 14.09, 14.10 and 14.11 allow for are subject to discipline from the Employer.

14.13 If the Employer requires a medical certificate before the return to work of an employee, said employee does not lose any of his salary and the Employer pays for the cost of the medical exam if the payment is not otherwise provided for by the Régie de l'Assurance Santé.

ARTICLE XV – WORK CLOTHESXV – WORK CLOTHES– WORK CLOTHES

15.01A. The Employer pays an annual allowance for work clothes of one hundred and twenty-five dollars (\$ 125.00) payable April 1st of each year. This allowance is payable to employees who have completed their probationary period. The employees themselves clean and maintain their uniforms.

B. For employees of the maintenance department, the Employer pays an annual allowance for work clothes of one hundred and twenty-five dollars (\$125.00) payable April 1st of each year. However, for the

year 2001 only, this allowance is of \$ 312.50. The Employer will clean the uniforms but the employees themselves will maintain them. This allowance is payable to employees who have completed their probationary period.

- C. For truck drivers, the Employer continues to supply work clothes, consisting of three (3) pants and three (3) shirts and this every year. In addition a coat and vest are supplied when deemed necessary by the Employer. The employees are themselves responsible for the cleaning and maintenance of their uniforms. These clothing are supplied to employees who have completed their probationary period.

ARTICLE XVI - NOTICE BOARDXVI - NOTICE BOARD- NOTICE BOARD

- 16.01 The Employer provides the Union a notice board, on the premises of the Employer, on which the Union may post notices after they have been submitted to and approved by the Operations Manager or his representative and the Union does not post notices elsewhere on the Employer's premises than on the said board.

ARTICLE XVII - LANGUAGE

- 17.01 The French text is considered as the official text of the Agreement.

ARTICLE XVIII - INTERPRETATION

- 18.01 No clause in this Agreement may be interpreted as a ratification, approval, or authorization of any act by either party or by any employee which is illegal or which is in conflict with any municipal, provincial or federal legislation or order governing industrial relations,

the parties to this Agreement or the employees.

- 18.02 Any employee, delegate or any committee member provided for in this Agreement may demand that discussions between himself and a representative of the Employer in relation with his work or with the application or interpretation of this Agreement be in French or in English at his choice.

ARTICLE XIX - UNION COMMITTEES AND DELEGATES

- 19.01 The Union designates in writing to the Employer, the names of the Grievance Committee, Health and Safety Committee and Negotiating Committee members as well as the names of the stewards.
- 19.02 There may be one delegate for each foreman. For the purpose of meetings with the representatives of the Employer, the Grievance Committee consists of not more than four (4) members, including the Union President, as designated by the Union, accompanied on request by the Union by the Representative of Union International. One (1) hour is allocated and paid to the union representatives before the meeting for the preparation of this meeting.
- 19.03 When, for the need of his function, a steward, a member of the Grievance Committee or of a member of the Health and Safety Committee must leave his job or his department, he must first receive permission from his foreman or department supervisor, which permission shall not be refused without reason, and he suffers no loss of pay for time spent in the performance of these duties during his regular working hours. This article does not apply to arbitration procedures. The Operations Manager or a senior officer reserves the right to limit such time if it is being abused.
- 19.04 The President and the President of the Grievance Committee as well as the prevention representative are given preferential seniority during a lay-off for the purpose of carrying on their union obligations, provided they can perform satisfactorily one or another of the functions which

remain within the bargaining unit.

- 19.05 Concerning the reimbursement of the hours worked as union representative for meetings with the Employer and as specified in article 19.03 and 3.03, the parties agree to apply the following:

Considering that union representatives are assigned to different shifts, the parties attempt to plan these meetings at a time, which accommodates, as much as possible, the parties. To this effect, representatives attending the meeting and who have completed their normal shift are paid at time and one half. If they have refused to work their normal shift, they are paid at their regular rate. The parties also estimate beforehand the duration of the meetings and representatives are paid based on the duration of this meeting. Consequently, article 20.11 of the collective agreement does not apply, as this does not constitute a recall to work.

ARTICLE XX - HOURS OF WORK AND OVERTIME

- 20.01 The normal workday consists of eight (8) continuous hours including a paid lunch period of thirty (30) minutes per team.
- 20.02 The workweek consists of five (5) consecutive workdays Monday through Friday inclusively, starting Sunday at 23h00.
- 20.03 A. Regular and fixed work schedules are:
- | | |
|----------|----------------|
| Day: | 07h00 to 15h00 |
| Evening: | 15h00 to 23h00 |
| Night: | 23h00 to 07h00 |
- B. The Employer, in the planning of the presses, may modify the following work schedules to take into account, among other things, the quantity and nature of the orders, operational efficiency as well as equipment availability and this according to operational requirements.

Team number	Day	Evening	Night
1	1		
2	2		
3	2	1	
4	2	1	1
5	2	2	1
6	2	2	2

C. The work schedule of employees assigned to weekday shifts is posted on the Thursday prior to their shift. The work schedule of employees assigned to the weekend shift is posted at least one weekend prior to their shift. A copy of the schedules is forwarded to the Union on the following Monday.

20.04 A. Changes in the scheduled hours of work cannot be done without consultation with the Union.

B. 1. The Employer agrees not to arbitrarily cancel a work team assigned to one or another work schedule provided for in article 20.03 of the Collective Agreement to reassign this team at another work schedule.

2. In the case where the Employer has a valid reason to do so, he must meet with the Union before to explore and contemplate other solutions.

3. If the proposed solutions by the Union are refused by the Employer, the Employer proceeds and the situation is submitted to arbitration; in this event, the Employer invoked motives and the proposed solutions of both parties are

expressed in writing and given to the other party within a delay of two (2) working days of the meeting.

20.05 **Distribution of overtime**

- A. Overtime is done on a voluntary basis. It is recognized that overtime is necessary for the operation of production and the Union agrees to collaborate with the Employer in order to ensure a sufficient number of qualified employees, when overtime is necessary.

However, no employee is disciplined for refusing to work overtime, except if he has agreed to work overtime and, then, does not show up for work, without a valid reason and without giving notice to the Employer. The students are considered last for the attribution of overtime.

- B. The Employer distributes overtime as equitably as possible taking into consideration the following provisions.

- C. Overtime on operator positions is offered as follows:

- i) Preference is given by seniority to operators who are currently performing the function and this when overtime requirements are known less than eight (8) hours in advance. After that, these overtime hours are offered by seniority to employees who hold the function. Finally, these overtime hours are offered by seniority to employees qualified to perform this function.
- ii) When overtime requirements are known more than eight (8) hours in advance, preference is given by seniority to employees who hold this function. Then, the overtime hours are offered by seniority to employees qualified to perform this function.

An operator is not permitted to perform overtime in any other function than his own if overtime is offered to him on his function unless a temporary operator is available or if a less senior employee is qualified to do the operator's job.

D. a) **Overtime During the Week**

1. If overtime is required for the end of a shift, for duties other than operator duties, the Employer posts a notice indicating what is required on a central board at the following hours.

Day shift:	between 11h30 and 13h30
Evening shift:	between 19h00 and 21h00
Night shift:	between 03h00 and 05h00

Employees interested in doing overtime must, as a condition, express their desire to work by signing their name on the posted form; overtime is then offered to the qualified employees who signed for the available work and is attributed considering the respective seniority of each employee.

2. If the Employer did not post a list and overtime is required, the overtime is offered by order of seniority to all qualified employees for the available work.

b) **Overtime on Saturday and on Sunday**

On Saturday and on Sunday, overtime on duties other than operator duties is offered to all qualified employees for the available work and it is attributed considering the respective seniority of each employee.

- c) However, in the paint department, overtime is offered first to the department employees who are available and qualified except for the positions of unracker, packer helper, the cleaner and set-up helper, ticket writer helper.

- E. An employee who, for legitimate reasons, does not wish to be asked to work overtime, may notify the Employer to this effect, in writing, and he will not be asked to work overtime until such time as he again notifies the Employer, in writing, that he is now willing to work overtime.
- F. An employee who accepts to work overtime on a job other than his regular job receives the rate for the job performed and, in addition, any applicable overtime premium.
- G. Employees are notified before the end of their regular team, the Thursday preceding, of the necessary work on Saturday, and a copy is given to the Union on the following Monday.
- H. A truck driver may be required to work overtime if a delivery trip assignment cannot be completed within the normal hours of work. This condition is indicated to him before his departure and cannot be refused without a valid reason. However, a driver is the sole judge of his capacity to continue to work overtime after four (4) hours of overtime on the road, except in cases where he has accepted before his departure that he would reach the destination or make the return trip without interruption, except for his meals. Even in the latter case, "fortuitous events" are taken into consideration and a truck driver is not obliged to continue on the road if he judges that he cannot for consideration of his safety or that of others.

A driver who is required to start his work before regular hours is entitled to an amount of \$4.50 for his breakfast.

20.06 **Overtime is paid as follows:**

- A. Time and one half for all hours worked after eight (8) hours and double time after twelve (12) hours Monday through Friday inclusively. (During an out of town trip as provided for in paragraph

20.05 h) a truck driver receives time and one half for all hours truly worked in surplus of eight (8) hours and double time in surplus of twelve (12) hours, from Monday through Friday inclusively).

- B. On Saturdays, time and one half for the first eight (8) hours worked and double time for all hours worked in excess of eight (8).
- C. Double time for all hours worked on Sundays.
- D. Double time for all hours worked on a holiday in addition to holiday pay.
- E. The employee on the evening shift who accepts to work unplanned overtime, eight (8) hours in advance, from 11h00 Friday to 07h00 Saturday, is paid according to article 20.06 a).

20.07 When an employee is required to work overtime after his regular workday, he is entitled to a paid rest period of fifteen (15) minutes at the end of his regular work day.

If he works more than four (4) hours of overtime, he is entitled to the same meal period as the employees working with him and to a meal allowance of eight (\$8.00) dollars.

20.08 It is permitted for two (2) employees to change shifts for five (5) workings days or less, provided that they previously obtain permission from the foreman concerned at least twenty-four (24) hours in advance, and that they hold the same function, except for helper positions where each situation is studied on its own merits by the Employer. In such cases, the Employer does not pay overtime.

20.09 Except under exceptional circumstances, an employee must not work more than sixteen (16) hours without an eight (8) hour interruption.

20.10 Unless otherwise provided, employees who have not been previously notified and who report to work at their regular hour and find that

there is no work available, receive a minimum of four (4) hours at the applicable rate, provided that they accept to do any work offered them for the above-mentioned hours.

- 20.11 An employee who is called back to work outside his normal working hours after he has actually left the plant at the end of his regular shift receives one and one half time his regular rate for all hours worked but in no case must he receive less than the equivalent of four (4) hours at the said rate.
- 20.12 Notwithstanding the above, the Employer and the Union may agree to flat rates for trips out of town, and in such cases the provisions of articles 20.06 and 20.07 do not apply.
- 20.13 Overtime is paid according to the rates provided for in article 20.06 or, to the choice of the employee, compensation in hours instead of money, under the following limits and conditions.
- A. the employee who wishes to take advantage of this arrangement must have worked at least one thousand (1 000) regular hours during the preceding civil year.
 - B. he must announce once a civil year, in writing, his intention of being compensated with time off instead of money.
 - C. from then, the overtime hours completed, increases by the applicable rate (50% or 100%), are accumulated for time off.
 - D. the accumulated hours are taken as paid holidays, in forty (40) hour blocks, between November 1st and February 28th, at a moment agreed upon with his immediate supervisor.
 - E. the hours accumulated during one civil year, not taken in holidays by February 28th, are paid at the applicable rate, at the latest, on the pay following February 28th. In addition, the employee who, during the year, has changed his mind and to whom overtime hours are still owed, or the employee who, as of December 31st, has not accumulated enough

overtime hours to take forty (40) hours in time off, will see these hours paid on the pay following January 1st.

- F. In the application of the present article, it is agreed that an employee may accumulate a maximum of six (6) weeks or two-hundred and forty (240) hours.

ARTICLE XXI - SHIFT PREMIUM

- 21.01 A shift premium of fifty-seven (\$0.57) cents per hour is paid to the employees working on the afternoon shift.
- 21.02 A shift premium of sixty-seven (\$0.67) cents per hour is paid to the employees working on the night shift.
- 21.03 These premiums must be paid on the same pay-cheque that covers the hours to which such premiums apply.
- 21.04 An employee working overtime is entitled to any applicable shift premium, but such premium is not added to the employee's regular rate for the purpose of calculating overtime rates provided for in article 20.06.

ARTICLE XXII - TRUCK DRIVERS

- 22.01 It is agreed that truck drivers are entitled to an allowance for room and board when they are working outside of the City and have to spend the night.
- 22.02 When, following a temporary lack of work or following a truck breakdown, a truck driver does not have enough work on his truck to complete his normal workday, he receives for this day, his normal pay for a minimum of eight (8) hours. The Employer may entrust him to suitable work in the plant during the period his truck is inactive, but for this he must not displace any other member of the bargaining unit. When this lack of work exceeds one (1) day, the driver may displace a

junior employee on available work, but in no case displace an operator.

- 22.03 The Employer supplies truck drivers, who are assigned to trips out of town, a sufficient cash advance so that an employee does not have to use his own money for normal expenses which he might have to make during such a trip. With respect to unforeseen expenses, which he may encounter, these expenses are reimbursed to him within two (2) working days following submission of appropriate receipts.

ARTICLE XXIII - WAGES

- 23.01 Wage rates and classifications are those appearing in Appendix "A" of the present Agreement.
- 23.02 The Employer, who consults the Union, establishes rates for any new or modified jobs. Such rates must be compatible with the respective relationship of each job within the existing classifications. Never can there be a reduction in rate on the existing jobs and which are modified.

ARTICLE XXIV - TEMPORARY TRANSFERS

- 24.01 The Employer is not obligated to post a position when it becomes vacant for an uninterrupted period of sixty (60) working days or less for week shifts and twenty-four (24) working days or less for the weekend shifts. However, when such a transfer constitutes a promotion (hourly rate increase), the Employer, in choosing the Employee, respects the rules of seniority amongst the employees who have the required qualifications to perform the work.
- 24.02 Except in cases provided for in article 24.04, on-the-job training acquired by a junior employee during a temporary transfer is not taken into consideration in the event of permanent vacancy.

- 24.03 An employee who is temporarily transferred to a job of a higher classification receives the rate of the higher classification, and an employee who is temporarily transferred to a job of a lower classification continues to receive his regular rate of pay.
- 24.04 During the absence of an employee following an authorized leave, sickness or accident, and we foresee the duration to be more than sixty (60) working days for the week shifts and twenty-four (24) working days for the weekend shift, the position is then posted temporarily, and the employee selected to fill this vacant position must return to the position he occupied before obtaining this position. It is agreed that there is only one job posting and the position of the selected employee is not posted.

ARTICLE XXV - UNION REPRESENTATIVES

- 25.01 When a representative of the International Union (who is not an employee of the Employer) wants to speak to Union representatives in the establishment about a grievance or other official Union business, he can do so by obtaining permission from the Operations Manager or the Human Resources Manager. The representative of the Employer determines a suitable place for the meeting to be held. The parties agree that these discussions must be organized in a manner, which will not needlessly interfere with good plant operations.

ARTICLE XXVI - GROUP INSURANCE AND PENSION PLAN

- 26.01 The Employer agrees to maintain in force the actual group insurance plan for employees and their dependents, after the employee has completed his probationary period.
- 26.02 The Employer agrees to pay 100% of the cost for the following benefits:

A. Life insurance including double indemnity for accidental death and dismemberment: \$50,000.00 upon the signature of the collective agreement.

B. Income insurance for non-occupational sickness and accidents, payable on the first day in case of an accident and one-day hospitalization and surgical intervention (move toward ambulatory care) and the third day in case of sickness during twenty-six (26) weeks; the weekly benefits are the equivalent of 66 2/3% of the employees regular hourly rate, to which is added a sum of \$10.00.

Long-term disability insurance after 26 weeks; monthly benefits of \$1,500.

100% of ambulance costs as described for in the master policy and taking into account government plans.

Chiropractor, massotherapy, physiotherapy, acupuncture: maximum \$150/year.

C. Canada Life prescription drug plan (cost of drugs obtained on prescription in excess of a \$0.35 deductible). In order to benefit from this Drug Plan an employee must have been employed by the Employer for a period of three (3) months.

D. Dental Plan in accordance with the current rates in Quebec, root canal treatment, scaling and root planning. The whole subject to the terms and conditions provided for in the policy or policies held by the Employer.

E. **Vision care:** The maximum amount of this guarantee is \$ 150.00 per eligible person in a period of 24 consecutive months. Prescription glasses or contact lenses for all persons eligible under family or single coverage. The whole subject to the terms and conditions

provided for in the policy held by the Employer.

- F. Upon deposit of a receipt, the medical certificates required by the Company are paid for by the Employer.
- G. A copy of the master policy shall be furnished to the Union in the language of origin within 150 days of the signing of the collective agreement.

26.03 The Employer agrees to supply to each employee within thirty (30) days of the signing of this Agreement a booklet outlining each one of the above mentioned benefits together with conditions of entitlement.

26.04 A copy of the agreement and of its appendices, in the form of a pocket book, in readable print, is supplied to each employee without cost. In addition, the Company provides one hundred (100) copies to the local Union.

26.05 The Employer's contribution to the employees Pension Plan is:

December 23 rd , 2000	0.65 per hour
December 23 rd , 2001	0.70 per hour
December 23 rd , 2002	0.75 per hour
December 23 rd , 2003	0.80 per hour
December 23 rd , 2004	0.85 per hour

Including vacation and paid holidays.

The Employer agrees to pay the minimum units provided for in the plan to allow employees receiving indemnities (group insurance or C.S.S.T.) to benefit from plan increases.

ARTICLE XXVII - DURATION OF THE AGREEMENT

27.01 The present collective agreement is in force the day of the signature and ends on December 22nd, 2005.

SIGNED, in Pointe-Claire, Province of Québec on March 22nd, 2001.

EMPLOYER:

Jean-Yves Aubut
Human Resources Manager

Marc Farrell
Vice-President Human Resource

Bill NorthNorth
Operations Manager

Michel Scraire
Extrusion Manager

Toni Vrochidis
Training Adviser

UNION:

Lucien Deslauriers
President

Floriant Giroux
Vice-President

Mario LaplanteLaplante
Registrar

Marcel Deschamps
Trustee

Yvon Mucienko
Union Officer

Hélène Bérubé
Representative

APPENDIX "A" – WAGE SCHEDULE

	4,5% Retro. 23/12/00	Min. 2,5% IPC Max. 5.0%	Min. 2,5% IPC Max. 5.0%	Min. 2,5% IPC Max. 5.0%	Min. 3,0% IPC Max. 5.0%
DEPARTMENT POSITION	Year 1 - 23/12/00	Year 2 23/12/01	Year 3 23/12/02	Year 4 23/12/03	Year 5 23/12/04
DIES DEPT.					
DIE CORRECTOR AA	\$ 24,30	\$ 24,91	\$ 25,53	\$ 26,17	\$ 26,96
DIE CORRECTOR A	\$ 20,85	\$ 21,37	\$ 21,90	\$ 22,45	\$ 23,12
DIE CORRECTOR B	\$ 19,43	\$ 19,92	\$ 20,42	\$ 20,93	\$ 21,56
DIE POLISHER	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
CAUSTIC MIXER	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
EXTRUSION DEPT.					
PRESS OPERATOR	\$ 18,66	\$ 19,13	\$ 19,61	\$ 20,10	\$ 20,70
ASST. PRESS OPERATOR	\$ 18,22	\$ 18,68	\$ 19,15	\$ 19,63	\$ 20,22
STRETCHER OPERATOR	\$ 17,91	\$ 18,36	\$ 18,82	\$ 19,29	\$ 19,87
SAW OPERATOR	\$ 17,91	\$ 18,36	\$ 18,82	\$ 19,29	\$ 19,87
TICKET WRITER	\$ 17,91	\$ 18,36	\$ 18,82	\$ 19,29	\$ 19,87
ROLLING MACHINE OPERATOR.	\$ 17,91	\$ 18,36	\$ 18,82	\$ 19,29	\$ 19,87
PACKING HELPER	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
RUN OUT TABLE HELPER	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
CRANE OPERATOR	\$ 17,69	\$ 18,13	\$ 18,58	\$ 19,04	\$ 19,61
ROLLING MACHINE HELPER	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
PEINT DEPT.					
PACKER A	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
PAINTER	\$ 18,49	\$ 18,95	\$ 19,42	\$ 19,91	\$ 20,51
TICKET WRITER	\$ 17,91	\$ 18,36	\$ 18,82	\$ 19,29	\$ 19,87
UNPACKER A	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
PAINT ROOM CLEANER	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33
UNPACKER	\$ 16,91	\$ 17,33	\$ 17,76	\$ 18,20	\$ 18,75
PACKER	\$ 16,91	\$ 17,33	\$ 17,76	\$ 18,20	\$ 18,75
SHIPPING & PACKING					
TRUCK DRIVER	\$ 18,31	\$ 18,77	\$ 19,24	\$ 19,72	\$ 20,31
CRANE OPERATOR	\$ 17,69	\$ 18,13	\$ 18,58	\$ 19,04	\$ 19,61
WRAPPING MACHINE OPERATOR	\$ 17,69	\$ 18,13	\$ 18,58	\$ 19,04	\$ 19,61
SHIPPING HELPER	\$ 16,91	\$ 17,33	\$ 17,76	\$ 18,20	\$ 18,75
FABRICATION					
EQUIPMENT OPERATOR	\$ 17,91	\$ 18,36	\$ 18,82	\$ 19,29	\$ 19,87
FABRICATION HELPER	\$ 16,91	\$ 17,33	\$ 17,76	\$ 18,20	\$ 18,75
ENTRETIEN					
MECHANIC AA	\$ 24,30	\$ 24,91	\$ 25,53	\$ 26,17	\$ 26,96
TECHNICIAN LICENCE A2	\$ 24,08	\$ 24,68	\$ 25,30	\$ 25,93	\$ 26,71
TECHNICIAN	\$ 23,03	\$ 23,61	\$ 24,20	\$ 24,81	\$ 25,55
MECHANIC A	\$ 20,81	\$ 21,33	\$ 21,86	\$ 22,41	\$ 23,08
APPRENTICE TECHNICIAN.	\$ 18,40	\$ 18,86	\$ 19,33	\$ 19,81	\$ 20,40
MECHANIC B	\$ 18,40	\$ 18,86	\$ 19,33	\$ 19,81	\$ 20,40
MECHANIC C	\$ 17,64	\$ 18,08	\$ 18,53	\$ 18,99	\$ 19,56
HOUSEKEEPING / LIFT TRUCK	\$ 17,42	\$ 17,86	\$ 18,31	\$ 18,77	\$ 19,33

Lead Hand

Add fifty cents (\$0.50) to the highest rate of the working group. On the night shift, where no foreman or other senior supervisor is on duty, the lead hand in charge receives a premium of twenty cents (\$0.20) per hour in addition to any other premium to which he is entitled as the case may be.

It is agreed that the employee who has occupied the position of die corrector "B" for three (3) years receives an increase of thirty cents (\$0.30) per hour on the above-mentioned rate.

Helper

All employees employed by the Employer on the signing date of the present collective agreement and who holds or occupies a position of helper, wrapping machine helper, re-cut helper, fabrication helper, packaging helper, racker or unracker is subject to the following wage scale. After December 23rd 2002, the employee receives the hourly rate in effect for his position.

	INCREASE DATE	HIRED BEFORE 01/01/93	HELPER AFTER 01/01/93
ACTUAL	23-12-19	16.18\$	14.74\$
YEAR 1	23-12-00 23-03-01 23-06-01 23-09-01	16.91\$	15.74\$ 15.95\$ 16.15\$ 16.36\$
YEAR 2	23-12-01 23-03-02 23-06-02 23-09-02	17.33\$	16.56\$ 16.77\$ 16.97\$ 17.18\$
YEAR 3	23-12-02	17.76\$	17.76\$
YEAR 4	23-12-03	18.20\$	18.20\$
YEAR 5	23-12-04	18.75\$	18.75\$

All new employees at helper, wrapping machine helper, re-cut helper, recut helper, fabrication helper, packaging helper, racker, unracker positions are subject to the following wage scale. At the end of the 24 months, the employee receives the hourly rate in effect for his position (see scale for helpers).

NEW EMPLOYEES HIRED AS HELPERS	
14.74\$	In probation
15.74\$	After probation
15.95\$	3 months
16.15\$	6 months
16.36\$	9 months
16.56\$	12 months
16.77\$	15 months
16.97\$	18 months
17.18\$	21 months
17.76\$	24 months
13.16\$	Students

Cash Settlement

Five hundred dollars (\$ 500.00) is paid to all employees who are employed on the signing date of the present collective agreement. This amount is paid thirty (30) days following the signing of the present collective agreement and is conditional to the acceptance of the Employer's offer before March 19th, 2001. After this date, the cash settlement is no longer payable.

Wage Increases as of December 23, 2000

For the year 2000, the regular wage rate for all employees who are employed at the date of the signing of the present collective agreement are increased by 4.5% according to the applicable wage scale and is retroactive to December 23rd, 2000.

On December 23rd, 2001, the wage rates are increased according to the employees applicable scale. In the eventuality that the average Consumers Price Index (CPI) of the year in question for the Montreal region, as published by Statistics Canada, is superior to the percentage (2.5%) provided, the wage rates are increased accordingly to a maximum of 5 %.

On December 23rd, 2002, the wage rates are increased according to the employees applicable scale. In the eventuality that the average Consumers Price Index (CPI) of the year in question for the Montreal region, as published by Statistics Canada, is superior to the percentage (2.5%) provided, the wage rates are increased accordingly to a maximum of 5 %.

On December 23rd, 2003, the wage rates are increased according to the employees applicable scale. In the eventuality that the average Consumers Price Index (CPI) of the year in question for the Montreal region, as published by Statistics Canada, is superior to the percentage (2.5%) provided, the wage rates are increased accordingly to a maximum of 5 %.

On December 23rd, 2004, the wage rates are increased according to the employees applicable scale. In the eventuality that the average Consumers Price Index (CPI) of the year in question for the Montreal region, as published by Statistics Canada, is superior to the percentage (3%) provided, the wage rates are increased accordingly to a maximum of 5 %.

APPENDIX "B" - TRAINING PROGRAM

The following is a list of jobs for which the Employer, with the intention to allow employees to meet the requirements of these jobs, establishes a training program. The duration of the training period may be extended or shortened if the Employer deems it justified and necessary. However, the training period is a minimum of two (2) weeks unless the employee is recognized as being qualified by the Employer.

The positions that require training programs, mentioned below, are considered operator positions:

Stretcher Operator	3 weeks
Saw Operator	3 weeks
Ticket writer	3 weeks
Rolling machine Operator	2 weeks
Painter A	3 weeks
Unracker A	2 weeks
Caustic mixer	2 weeks
Die Polisher	2 weeks
Housekeeping/lift-truck	2 weeks
Press Operator	4 weeks
Assistant press Operator	3 weeks
Equipment Operator (Fabrication)	3 weeks
Wrapping machine Operator	2 weeks
Crane Operator:	
➤ Shipping	2 weeks
➤ Paint	3 weeks
➤ Extrusion	2 weeks
Lead hand	3 weeks
Truck driver	3 weeks
Mechanic A	
Mechanic B	8 weeks
Mechanic C	2 weeks
Die corrector B	2 years

Becomes Corrector A after:	5,500 hours of working as B (including the hours paid for the function of prevention representative)
Becomes Corrector AA pursuant to Letter of Intent No. 6:	a minimum of 10,000 hours of working as Corrector A is required to apply for this position
Die Polisher:	at the latest after 4,000 hours of working as a Die Polisher, the Employer will start the training of the Die Polisher as Die Corrector B

Subject to the provisions of subparagraph 7.14 d), employees in training for jobs requiring three (3) week periods receive \$0.15 per hour less than the standard rate for the job and employees on training for jobs requiring two (2) week periods receive \$0.10 per hour less than the standard rate for the job. An employee training to become Die Corrector B receives \$0.75 per hour less than the Die Corrector B.

APPENDIX "C"

1. Rest Periods

It is agreed that the existing practice concerning the rest periods for the presses is maintained. Employees have the right to two (2) daily fifteen (15) minute paid breaks at reasonable hours determined by the Employer in order to organize operations as per operational needs.

2. Error in the Employee's Pay:

When there is an error of more than one (1) hour of gross pay or the equivalent in the pay of an employee, the Employer agrees to give to the latter, the next working day, the difference between the amount on the cheque and that to which he is normally entitled.

3. Negotiations Committee

The Employer agrees to pay, at their regular rate, the members of the Negotiation Committee, for days lost in negotiation, as well as two (2) days of preparation. The parties agree to discuss how the negotiations will be organized before they begin.

4. Lead Hand

When the Employer deems it necessary, he may designate a lead hand in a department, after having posted a notice on the Employer's bulletin board as described in article 7 of the present collective agreement.

The Employer must give priority to the employee with the most seniority if he has the required qualifications and is able to perform in a satisfactory manner all the work performed by the employees in the department where a lead hand is required.

Perform in a satisfactory manner for a lead hand means that he must have necessary competencies to direct and supervise the production of the department and also must be able to assist his working companions and teach their duties to less qualified employees.

In the shipping department only, if after a posting no candidate possesses the required qualifications and is not able to perform in a satisfactory manner all the work performed by the employees in the department, he is permitted to familiarize himself with the different jobs during one (1) week as shipping helper and for an additional period of three (3) weeks as a lead hand.

5. **Shifts and Work Hours**

If production needs permit, an agreement may be reached to change teams, in such a case it must be reached between the Employer, the employee(s) concerned and the Union.

6. **Pay Cheque**

Pay cheques are dated and distributed Wednesday morning, except if the banks are closed Monday.

7. The parties agree to study during the life of the Collective Agreement a possible adjustment of certain positions in Appendix "A".

8. The parties agree that the commissions by the company Bell Canada concerning the public pay phone are given to the Sports Committee.

9. **Solidarity Fund**

Once a civil year, an employee may ask in writing, by signing the proper enrolment form, to subscribe, by the income savings method, to the "Fonds de solidarité des travailleurs du Québec" (FTQ) savings plan.

The form authorizes the Employer to deduct at the source, from the employees' pay, the amount indicated by him (the amount must be a multiple of \$5.00).

The authorization may be for a fixed period and the employee may withdraw it at any time, in writing. The amount originally indicated must remain unchanged, but it may be increased or decreased once a civil year.

The given authorization, or the withdrawal of the authorization, must take

effect, at the latest, the third (3rd) pay period following the Employer's reception of the written notice.

At the latest, the fifteenth (15th) day of the month following the deduction, the Employer sends to the "Fonds", by cheque, the deducted amount.

APPENDIX "D" - TECHNOLOGICAL CHANGE

Following a technological change, the Employer agrees to familiarize and train the operator affected by such a technological change, subject to the condition that he is duly qualified to operate the new machine or equipment.

If, to satisfy the operational requirements of the new machine or the new equipment, the employee must acquire new techniques or new qualifications, the Employer and the Union meet to discuss an adequate training program and if possible, to make it available to the employee affected by the technological change.

APPENDIX "E" - WEEKEND TEAMS

The use of weekend teams is designed to meet market requirements by increasing the Company's production capacity and not to penalize regular week teams where production requirements make it necessary and cannot be met by overtime.

1. The Company shall, in accordance with article 7.01 of the Collective Agreement, post weekend shifts as additional shifts.

Work Schedules:

07h00 to 19h00 Saturday and Sunday
23h00 to 11h00 Saturday and Sunday
11h00 to 23h00 Saturday and Sunday

If teams are added, the Company will post in accordance with article 7.01 of the Collective Agreement.

The Employer, may modify the above mentioned work schedules to take into account, among other things, the quantity and nature of the orders, operational efficiency as well as equipment availability and this according to operational requirements. However, the Employer respects the start and end of the work schedules mentioned above.

2. The Company shall inform the Union two (2) weeks prior to introducing such teams.
3. The implementation of the weekend teams must be in effect for a minimum of four (4) weeks.
4. If insufficient candidates volunteer for the required classifications, the positions, which remain vacant, are filled in reverse order of seniority within the classification.
5. For payroll purposes, the workweek begins on Friday, 11:00 p.m.

6. Employees working the normal shift of 12 hours during the weekend receive 20 hours pay for each one of these shifts (i.e. 40 hours pay for 24 hours worked). An employee who does not complete his regular weekend shift for any reason will be paid at the rate of 1 and 2/3 of his regular straight time hourly rate for the hours worked provided he has worked a minimum of 6 hours.
7.
 - A. Employees assigned to the weekend shift are not permitted to work overtime hours eight (8) hours before and eight (8) hours after their work schedule.
 - B. For the purpose of investigating workplace accidents, the designated representative may perform up to one (1) additional hour to his normal work day and this when circumstances warrant it; **B. For the purpose of investigating workplace accidents, the designated representative may perform up to one (1) additional hour to his normal work day and this when circumstances warrant it; .For the purpose of investigating workplace accidents, the designated representative may perform up to one (1) additional hour to his normal work day and this when circumstances warrant it;**
 - C. For the position of lead hand in the extrusion department, when warranted by operational requirements, one or more employees may perform up to an additional thirty (30) minutes to their normal work day when the 07h00 to 19h00 shift(s) are operational; when the 11h00 to 23h00 shift(s) are operational, this period is fifteen (15) minutes.
 - D. For employees in the maintenance department, when the 07h00 to 19h00 shift(s) are operational and there is no employee in this department working overtime, one or more employees may perform up to one (1) additional hour to their normal work day when warranted by operational requirements;
 - E. It is agreed that these additional hours are remunerated on the principle outlined in paragraph 6 of the present appendix.

8. All employee overtime hours will be paid at time and a half of the employees' regular hourly rate, except overtime hours worked in excess of 12 hours a day will be remunerated at the employee's regular hourly rate, increased by 100%.
9. **Bereavement pay:** When a bereavement leave occurs on a regular weekend shift, each 12 hours shift will be considered as 20 hours of bereavement pay.
10. **Jury duty:** When an absence from work for jury duty occurs on a regular weekend shift, each 12 hours shift will be considered as 20 hours of pay.
11. Statutory holiday payment remains unchanged, (i.e. 8 hours remunerated per holiday). For clarity, when the holiday is celebrated on a Monday, the employees who have worked the regular weekend schedule on the weekend immediately preceding will receive 8 hours holiday pay, at their regular wage rate, in addition to their 40 hours pay, provided they have completed both regularly scheduled shifts on such weekend. When the holiday is celebrated on a Friday, the employees working the regular schedule for the weekend immediately following will receive their 8 hours of holiday pay, at their regular wage rate, with their previous weeks' pay, in accordance with the provisions of the Collective Agreement.
12. Employees working the regularly scheduled weekend shifts will receive a shift premium of \$0.333 per hour for all hours worked during these shifts in lieu of any shift premium provided for in the Collective Agreement.
13. Employees working the regular weekend shift will receive two (2) 30 minutes paid lunch breaks and two (2) 15 minute paid break periods during each shift.
14. **Attendance compensation:** When an employee reports to work for his regularly scheduled weekend shift and no work is available, he receives a pay of 10 hours at his regular hourly rate, provided he accepts other work during at least 6 hours on such shift if offered. If no such work is offered to him, he receives a pay for ten (10) hours at his regular hourly rate.

Should an unforeseen event occur, such as equipment failure, power failure or other incidents of the same nature, the Employer may assign the employee to another position on his work shift. Failing this, the employee will be paid for ten (10) hours at his regular hourly rate. If the next day the Employer is

not able to offer him work, the employee then receives ten (10) hours pay at his regular hourly rate. In addition, it is agreed that in such circumstances, the employee must report for work in order to benefit from such pay.

15. When an employee working a regularly scheduled week shift replaces an employee who is absent from a regularly scheduled weekend shift, he receives his regular wage rate increased at the rate of one (1) and two thirds (2/3) for all hours worked.
16. For the purpose of the collective insurance plan and its application, the employee will not be penalized by the use of weekend teams.

Weekly Indemnity: for the purpose of the waiting period under the weekly indemnity plan, a day of absence on a regular weekend shift will be considered the same as a day of absence on a week day shift.

17. Employees whose regularly scheduled workdays fall on a weekend during the Christmas shutdown will receive the same holiday pay as other employees, subject to the provisions of the Collective Agreement.
18. The definition of a working day for the trial and probationary period refers to one working day of the employee's regular schedule whether it be a day of the week or weekend.
19. **Pension:** for the purpose of pension contributions under article 26.05 each twelve (12) hour regular weekend shift will be treated as twenty (20) hours worked.
20. The definition of a working day for the procedure on the settlement of grievances refers to a working day from Monday to Friday, except for holidays.

21. **TRAINING PROGRAM**

For the purpose of interpreting and implementing the Collective Agreement, the training period to acquire and meet the requirements for jobs is calculated on the number of hours worked up to the equivalent number of weeks established in appendix "B" of the Collective Agreement. In the application of the present paragraph, it is agreed that the employee is eligible to the

training period during the weekend shift only during the period of four (4) days provided for in article 7 of the present collective agreement.

Appendixes "A" to "E" are an integral part of the Collective Agreement.
AND THE PARTIES HAVE SIGNED in Pointe-Claire, March 22nd, 2001.

EMPLOYER:

Jean-Yves Aubut
Human Resources Manager

Marc Farrell
Vice-President Human Resource

Bill NorthNorth
Operations Manager

Michel Scraire
Extrusion Manager

Toni Vrochidis
Training Adviser

UNION:

Lucien Deslauriers
President

Floriant Giroux
Vice-President

Mario LaplanteLaplante
Registrar

Marcel Deschamps
Trustee

Yvon Mucienko
Union Officer

Hélène Bérubé
Representative

LETTER OF AGREEMENT

NO. 1

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

Being in agreement, the parties agreed to the follow:

If the function of lead hand is abolished, the employee occupying this function has the choice to displace another employee according to seniority.

LETTER OF AGREEMENT

NO. 2

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

The present confirms the agreement reached regarding the cessation of production during inventory:

which is that the Company will assign the employees at other activities (training, meeting, other tasks assigned, etc.), when ceasing production to take inventory.

LETTER OF AGREEMENT

NO. 3

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

The parties agree to the following:

The French version on the two (2) extrusion lines will be maintained up-to-date. This French version of the two (2) extrusion lines includes the stickers (signs and switches) and to have functional, in French, the four (4) production screens (2 saw-ticket writers and 2 presses).

LETTER OF AGREEMENT

NO. 4

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

As discussed, the present confirms the agreement reached regarding replacement for lunch period.

The Company will use, as needed, a general helper to replace the packing helper on press # 2 for the lunch period.

This helper will be paid the rate of the Operator for the time he is assigned at this position.

LETTER OF AGREEMENT

NO. 5

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

Trucks and Transportation

The Company has no intention to dispose of its fleet of trucks for the benefit of a third party.

LETTER OF AGREEMENT

NO. 6

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

Die Corrector AA

The Company agrees to fill a position of "Die Corrector AA" currently held by Mr. Leblanc, should said position become vacant. In such a case, a "Die Corrector A" may apply provided he has worked a minimum of 10 000 hours in the latter classification.

LETTER OF AGREEMENT

NO. 7

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

Subject: Progressive Retirement

The parties agree to implement the principle of progressive retirement in order to adapt to the new provincial legislation in this regard. The parties agree that each situation which arises in future shall be analyzed in order to accommodate the employee, while considering the operational requirements of the Employer. However, the following conditions shall apply in every case:

- Paid holidays outlined in article 8.01 are paid on a prorated basis according to the employee's hourly rate as well as the seven (7) paid holidays during the Christmas shutdown, according to the number of days worked each week. If a paid holiday falls on a day when the employee would normally have worked, the holiday is paid at 100%.
- The employee concerned is not eligible to work overtime.
- The employee concerned is entitled to his vacation time as stipulated in the collective agreement, based on the applicable percentage (%) of his earnings.
- The employee concerned is eligible for income insurance as outlined in article 26.02 but calculated on the number of regular hours worked during his progressive retirement. There are no modifications to other benefits.

- The present progressive retirement ceases as soon as the employee reaches the age of sixty-five (65), after which the employee must retire.
- As soon as an employee starts his progressive retirement period, he can no longer return full time, being forty (40) hours per week but only on one occasion, in this event he must notify the Employer and the Union in writing at least two (2) weeks in advance. In this event, the employee must retire when he reaches the age of sixty-five (65). As part of his progressive retirement, if an employee wishes to modify the number of days worked per week, the parties must analyze this new situation based on the criteria established in this Letter of Agreement.
- As soon as an employee has started his progressive retirement, the Employer no longer contributes to the Pension Fund outlined in article 26.05, to the extent where the employee receives benefits from the Régime transcanadien de retraite (RTR). This continues to apply even if the employee decides to come back to work full-time at a later date. However, the parties will analyze the events which could arise concerning these contributions as well as the level of contribution, either to the RTR or to the QPP.
- The employee keeps the position occupied during his progressive retirement and is not eligible for the bumping clause except if a position is abolished. However, in the event that the employee's position is laid-off he may displace at a helper position only. If the employee wishes to apply for another position, the parties must analyze this new situation.
- The collective agreement applies for all other conditions not provided for in the present agreement.

LETTER OF AGREEMENT

NO. 8

BETWEEN: INDALEX LIMITED
325 Avro Street
Pointe-Claire
Quebec
(hereinafter called "the Employer")

AND: UNITED STEELWORKERS OF AMERICA
Local 7785
(hereinafter called "the Union")

Subject: Progressive Retirement – Special terms for Mr. Normand Mayrand:

The parties hereunder agree to apply the Letter of Agreement concerning the Progressive Retirement of Mr. Normand Mayrand.

The parties agree that Mr. Normand Mayrand is assigned to a work schedule of Monday to Tuesday inclusively, being sixteen (16) hours a week.

Unless otherwise indicated, the Employer and the employee continue to pay their contributions to the Régie des Rentes du Québec (RRQ). However, the Employer's contributions to the Régime transcanadien de retraite (RTR) cease at the beginning of
of
the progressive retirement of Mr. Normand Mayrand (November 1, 1998).

Letters of agreement 1 to 8 are an integral part of the Collective Agreement.

AND THE PARTIES HAVE SIGNED in Pointe-Claire, on March 22nd, 2001

EMPLOYER:

Jean-Yves Aubut
Human Resources Manager

Marc Farrell
Vice-President Human Resource

Bill NorthNorth
Operations Manager

Michel ScraireScraire
Extrusion Manager

Toni Vrochidis
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Mario LaplanteLaplante
Registrar

Marcel Deschamps
Trustee

Yvon Mucienko
Union Officer

Hélène Bérubé
Representative