

COLLECTIVE AGREEMENT

between

APEL EXTRUSIONS LIMITED

and

**THE UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 6034**

EFFECTIVE:

**JULY 2017
to
JUNE 30, 2021**

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Article 1 - PURPOSE

- 1.01 a) This agreement is entered into by the parties hereto in order to provide for collective bargaining relations between the Company and its employees covered by this Agreement. It is the desire of both parties to maintain harmonious relationships between the Company and its employees, and to amicably settle differences and grievances, which may arise from time to time, in the manner hereinafter set out.
- b) Where there is a formal orientation of new employees, the Union will be provided with an opportunity to introduce the Union, the Collective Agreement and Committee Structures to new employees. Where a person is hired and there is no formal orientation, the new employee will be introduced to a member of the stewards. The steward will be provided with a reasonable opportunity to speak with the new employee.
- 1.02 The parties acknowledge their joint responsibility to take efforts to ensure that the workplace is free from discrimination and harassment.

Article 2 - UNION RECOGNITION

- 2.01 The Company recognizes Local 6034 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers), as the exclusive bargaining agent for all employees of the Company employed at its Calgary operations except for Office Staff, Salesmen, Shift Supervisors and those above the rank of Shift Supervisors.
- 2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in sub-section 2.01.
- 2.03 Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, or in emergencies when bargaining unit employees are not available.
- 2.04 In the event of new jobs being established which may fall within the above bargaining unit, the Company and the Union will meet to decide whether such jobs fall within the bargaining unit or not. If the parties fail to agree, the question may be taken to arbitration, as provided for in this agreement.

Article 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive right of the Company to manage the affairs of its business and to direct its working forces except where such rights have been specifically abrogated by the terms of this Agreement and the exercise of such rights shall in no way violate the terms of the said Agreement. Without limiting the generality of the foregoing, such Company rights shall include the right to:
- (a) Maintain order, discipline and efficiency.
 - (b) Designate the work to be performed by the employee.
 - (c) Designate the time or times an employee is to work.
 - (d) Hire, transfer, promote or demote employees and discharge or discipline employees for just cause, and to require employees to observe Company rules and regulations not inconsistent with the terms of this Agreement.
 - (e) Decide the means, methods and processes of manufacturing.

Article 4 - NO DISCRIMINATION

- 4.01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, age, sex, national origin, union membership or union activity. Similarly there shall be no discrimination exercised against any employee because of non-membership or non-participation in union affairs and activities. The Company will include anti-harassment training for any new employees as part of the new employee orientation program.

Article 5 - NO STRIKE OR LOCK OUT

- 5.01 The Company agrees that it will not cause or direct a lock-out of the employees during the term of this Agreement or any extension thereof and the Union agrees there will be no strikes, slow-downs or interference with production in any way during the term of this Agreement or any extension thereof.

Article 6 - UNION SECURITY

- 6.01 Effective within thirty (30) days of the date of employment, the Company shall deduct from the wages of each employee in the bargaining unit, union dues and initiation fees in the amount certified by the Union to the Company to be currently in effect. The total amount so deducted, shall be forwarded to the Union prior to the end of the month in which said deductions are made.
- 6.02 The monthly remittance shall be accompanied by form R115 Summary of Union Dues and a statement showing employees names and the amount deducted from each employee during the month. The statement shall also list the names of any employees from whom no deductions were made and the reasons therefore.

6.03 The cheque, payable to the United Steelworkers, together with the statements, shall be forwarded to P.O. Box 9083 Commerce Court Postal Station, Toronto, Ontario M56-1K1.

A copy of the statements shall be forwarded to: United Steelworkers
150 – 4000 Glenmore Court S. E.
Calgary, Alberta
T2C 5R8

6.04 The Company agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign an agreement authorizing the Company to implement the provisions of this Article and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of the Article.

6.05 The Company agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

6.06 Copies of the Collective Agreement will be provided to all members at the expense of the Company.

Article 7 - GRIEVANCE PROCEDURE

7.01 If a grievance arises between the Employer and the Union OR the Employer and one or more employees regarding the interpretation, application, operation or alleged violation of this Agreement or the question whether any grievance is arbitrable, the grievance shall be settled by way of one of the following procedures of settlement as applicable.

BY THE EMPLOYEE(S)

STEP 1

The Employee or Employees concerned, with a Shop Steward, shall first take up the grievance in discussion with the immediate Supervisor. The immediate Supervisor shall give his decision within two (2) days of discussion.

STEP 2

If the grievance is not resolved satisfactorily in Step 1, the grievance shall then be reduced to writing. The grievance shall be signed by the Employee and presented by the Grievance Committee, or grievor and a member of the Grievance Committee to the immediate Supervisor or Human Resources within fifteen (15) days of the act causing the grievance. Human Resources or the immediate Supervisor shall convene a meeting with the Union Grievance Committee, or grievor and a member of the Grievance Committee within five (5) days of receipt of the written grievance. The immediate Supervisor or Human Resources will give the Employer's decision to the grievor and the Grievance Committee within five (5) days following the meeting.

STEP 3

If the grievance is not resolved satisfactorily in Step 2, the grievance shall, within five (5) days of the reply at Step 2, be presented by the Grievance Committee to the Plant Manager or his designee. The Plant Manager shall convene a meeting with the Union Grievance Committee, or griever and a member of the Grievance Committee within five (5) days of receipt of the grievance. A representative of the International Union may be in attendance at this meeting. The Plant Manager or his designee shall make known his decision to the griever and the Grievance Committee within five (5) days following such meeting.

STEP 4

In the event that the reply in Step 3 is not satisfactory to the griever or the Union, the grievance may then be submitted to Arbitration within thirty (30) calendar days of the receipt of the decision of the Plant Manager or his designee. Arbitration proceedings shall be in accordance with the provisions of Article 8 following.

BY THE UNION OR COMPANY

In the event that either the Company or the Union on their own behalf wish to process a grievance, such grievance shall be submitted by the one party to the other, in writing, and shall be submitted within ten (10) days of the act causing the grievance.

The party in receipt of the grievance must make known its decision regarding the grievance to the other party within ten (10) days of receipt. In the event that the grievance is not resolved at this time, either party may submit the grievance to Arbitration within seven (7) days of the rendering of the decision. The arbitration proceedings shall be in accordance with Article 8 following.

- 7.02 The time limits expressed in this Article shall be exclusive of Saturdays, Sundays and Statutory Holidays and normal time off, and may be extended by mutual agreement in writing.
- 7.03 The Arbitrator shall not be vested with the power to change, add to, delete or amend the terms of this Agreement. The time limits stipulated in the foregoing may be extended by mutual agreement.
- 7.04 All settlements arrived at shall be final and binding upon the Company and the Union and the employee or group of employees concerned.
- 7.05 Alternate Dispute Resolution
 - a) At any time after Step 3, the Union and the employer may refer a grievance to mediation before a mutually agreed Mediator. All aspects of the mediation shall be without prejudice and shall not be used in the subsequent arbitration of the same

grievance. The costs of the Mediator shall be shared equally. If the grievance is not resolved through mediation, it shall proceed to arbitration.

- b) At any time after Step 3 and regardless of whether the parties opt for mediation, the Union and the Employer may agree to submit a grievance to Binding Alternate Dispute Resolution. The process to be used shall be mutually agreed. The costs of a neutral decision maker shall be shared equally. The decision of the neutral decision maker shall not set a precedent for future situations.

Article 8 - ARBITRATION

- 8.01 If the parties are unable to resolve their problems by the procedures in Article 7, the grievance may be submitted to Arbitration. A Single Arbitrator shall be selected at random from the following list of Arbitrators: David Tettensor, Alan Beattie, John Moreau. The Arbitrator shall have jurisdiction to hear any matter involving the interpretation, application, operation or alleged violation of this Collective Agreement or the question whether any grievance is arbitrable.
- 8.02 The party wishing to submit a grievance to Arbitration shall notify the other party in writing of its desire to submit the difference to Arbitration. The notice shall contain a statement of the difference.
- 8.03 The Arbitrator shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it.

Each party to the difference shall bear equally the expense of the Arbitrator.

The Arbitrator's award shall not alter, amend or change the terms of the Collective Agreement.

- 8.04 Where an Arbitrator determines that an employee has been discharged or otherwise disciplined by the Company for just cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator that seems just and reasonable in all the circumstances.

In the particular case, when an employee has been discharged and then subsequently reinstated by the Arbitrator, the reinstatement shall include return to his full seniority standing.

Article 9 - DISCHARGE AND DISCIPLINARY ACTION

- 9.01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate discipline, suspension or discharge. In the event of a claim that an employee has been disciplined or discharged unjustly, the grievance shall be filed by way of an employee(s) grievance starting at Step 2 of the Grievance Procedure within ten (10) working days of the act causing the grievance. However, such employee may see the Union President or Shop Steward before leaving the plant.
- 9.02 Warnings and disciplinary actions shall be in writing with one (1) copy to the Union and one (1) copy to Union Office. The one (1) copy to the Union will be placed in a dedicated lock box that the Plant Chairperson will have access to.
- 9.03 Warnings and disciplines shall be removed from the employee's record after twelve (12) months, provided there have been no further warnings or discipline during this period.
- 9.04 Where discipline is to be part of an employee's record and a meeting with the employee is held to impose the discipline, the Company will have a Union Representative, if available on that shift, attend the meeting. When available, the Union Representative will be advised of the nature of the discipline to be imposed when advised of the meeting. The Union Representative will not advise the employee of the discipline to be imposed or the reasons for the discipline prior to the meeting with Management. If no Union Representative is available on that shift, a member of the affected employee's choice who is available on that shift will be in attendance.

Article 10 – SENIORITY

- 10.01 There shall be two types of seniority: Company and Department
- a) Company Seniority means the length of an employee's service with the Company since the employee's last date of hire.
- b) Department seniority shall mean the accumulated length of service within a department.
- c) Departments shall be, but are not limited to:
- Extrusion / Roll / Age
 - Paint / Wrap / Pack
 - Anodize / Fabrication / Cut Back
 - Shipping / Receiving
 - Maintenance
 - Die Shop

- d) If a new department is created, all jobs within that department shall be posted and filled in accordance with Article 11.
 - e) Employees shall accumulate department seniority in one department only at a time.
 - f) If an employee is required by the Company to transfer from one department to another or is transferred to accommodate an employee's medical restrictions, the employee will carry his existing department seniority into the new department. If an employee is transferred at his request, the employee shall not carry over department seniority into the new department.
- 10.02 a) All new employees shall serve a probationary period of 320 hours worked. The 320 hours may be accumulated over a period of six (6) months. Upon completion of the probationary period, seniority shall date back to the start of the probationary period. During the probationary period, the employee shall not acquire any seniority, but shall enjoy all applicable rights under the Collective Agreement with the exception of the right to grieve as a result of termination if found unsatisfactory during that period.
- b) In the event that two (2) or more people start on the same day and on the same shift then seniority shall be based upon the alphabetical order of the last name on the date of hire.
 - c) Students will be hired after April 15 and terminated no later than September 15th of the same year. Students will not accumulate seniority, if a student is retained after September 15th; he will be rehired as a probationary employee and will begin to accumulate seniority. Students will be the last people called for overtime, except overtime at the start or end of a scheduled shift.
- 10.03 The Company shall prepare a plant-wide seniority list and present same to the Union within thirty (30) days of the signing of this Agreement. Such list shall contain where applicable:
- a. Employee's starting date.
 - b. Employee's classification.
 - c. Employees rate of pay.
 - d. Employee's name and clock number.
 - e. Departmental Seniority Date (if applicable).

Additional revised lists will be furnished to the Union as requested from time to time and within thirty (30) days of such request. The Union agrees not to make such requests more frequently than once every two (2) months. Seniority lists shall include all bargaining unit employees on the payroll at the time that such seniority list is prepared. The Company must be notified by the Union of any errors or omissions in the said list

within ten (10) working days of the submission or the list will be considered accurate for the purposes of seniority definition.

10.04 An employee shall lose his seniority for any of the following reasons:

- (a) Discharge for just cause.
- (b) Voluntary resignation of his employment.
- (c) Failure to return to work following lay-off as provided in Article 12.03.
- (d) Absence due to lay-off, sickness or accident exceeding a period of time equal to his length of service with the Company up to three (3) years or exceeding six (6) months, whichever is the greater.

10.05 (a) The parties recognize that job opportunity and seniority should increase in proportion to the length of service. In all cases of promotion, transfers, filling of vacancies, lay-off, terminations (other than for just cause) and rehiring after lay-off, the employee(s) to be selected shall be determined on the basis of seniority, provided the employee possesses the minimum job requirements in terms of Trade Certification (as applicable) or TOWES requirements and can demonstrate the ability to perform the normal work in an efficient manner.

- (b) In the event of a closure of a department, employees will be allowed to use their plant seniority to bump into another department where their seniority will hold them, providing they have the skill and ability to perform the work. Employees who are bumped as a result of department closure will also be allowed to use their plant seniority to bump into another job. If there is any question as to whether the employee has the skill and ability, the employee will be given a ten (10) day trial and training period. Employees will not be permitted to bump into higher paid jobs, and in any event, not higher than pay grade 2.

10.06 An employee who accepts a position with the Company outside the Bargaining Unit may continue to accumulate seniority in the Bargaining Unit for a period of three (3) months, during which period the Company may elect to return the employee to his former position in the Bargaining Unit, or the employee may opt to return to the position formerly held in the Bargaining Unit, provided that:

- a. The employee has completed his probationary period as a regular employee in the bargaining unit.
- b. The Unit Chair has been advised in writing of the planned dates of leaving from and returning to the bargaining unit.
- c. The Unit Chair and the Plant Manager have reviewed the circumstances of the transfer to ensure that there is no misuse.

- d. The employee transferring out of the bargaining unit under this article has not accumulated time transferred out of the bargaining of more than twelve (12) months during the contract term.
- e. The employee pays all Union dues accrued during the transfer period outside of the Bargaining Unit upon his return to the Bargaining Unit. Accrued dues may be paid by payroll deduction.

Article 11 - POSTINGS AND PROMOTIONS

- 11.01 (a) A schedule of the current Department Lines of Progression and Posted Jobs is set out in Appendix B.
- (b) Entry Level Jobs in each Line of Progression will be posted. The Company is not required to post jobs above the entry line in the lines of progression.

Article 11.02 - POSTING PROCEDURE

- 11.02 (a) Any job vacancy required to be posted shall be posted for five (5) working days.
- (b) Job Descriptions and Minimum Requirements for each posting shall accompany the posting
- (c) Applicants must apply in writing during the posting period.
- (d) The Company will post the result of appointments within three (3) working days after filling any posted position and furnish a copy of the notice to the Union.
- (e) The successful applicant for a posted position may not bid on any further posted vacancies for a period of three (3) months.
- (f) An employee who accepts a posted job shall have right to his former job if determined unable to efficiently perform the posted job, within twenty (20) working days of his appointment. Any employee who is subsequently promoted as a consequence of the initial promotion shall then also revert to his former position.
- (g) If for the following reasons, an employee is not at work when a job is posted, he may apply for the posted position within three (3) working days of the return to work:
- Vacation.
 - Authorized leave of absence not exceeding 30 days.
 - Absence resulting from an accident or illness not exceeding 30 days.
 - Absence on Worker's Compensation not exceeding 30 days.

- (h) A job vacancy need not be posted a second time within thirty (30) days if there are enough applicants from the first posting to fill a vacancy or vacancies.
- (i) The Company has the right to fill vacant position(s) for up to ten (10) working days to facilitate the posting process.
- (j) Any applicant may withdraw their application at any time before the five (5) working day posting period has ended. The withdrawal must be in writing to Human Resources with a copy to the Unit Chair.

Article 11.03 - PROMOTIONS, DEMOTIONS AND TRANSFERS

11.03 Promotions, demotions and transfers within a departmental line of progression shall be governed by:

- (a) Normal progression up or down the line of progression for temporary vacancies of less than 21 calendar days.
- (b) Department seniority.
- (c) Ability to perform the normal job in an efficient manner.
- (d) Where there is a vacancy in a line of progression created by someone permanently leaving that line, an entry level opening will be posted in accordance with 11.02 for the shift being vacated. Employees bidding on the position will be awarded the position first based upon department seniority and second based upon plant seniority. Once awarded the Job, candidates will be allowed to exercise Departmental Seniority to move within the Line of Progression on the specific shift.

Article 11.04 - DOWNSIZING OR INCREASING A LINE OF PROGRESSION

- 11.04
- (a) When it becomes necessary to reduce the number of employees in a line of progression, the employee(s) with the least department seniority will be removed from the line.
 - (b) The remaining jobs within the department will be selected by the employee in order of department seniority.
 - (c) Employees leaving the line of progression will be assigned to the labour pool and will not lose any accumulated department seniority.
 - (d) If further reductions are required, the provisions of Article 12 – Lay Offs and Recalls will be implemented.

- (e) When it becomes necessary to increase the number of employees in a line of progression, the existing employees in the line will select the jobs in order of department seniority. Once all existing employees have selected jobs, the remaining jobs will be posted and filled in accordance with Articles 10 and 11.
- (f) Employees employed before January 1st, 2014 will maintain an hourly wage of at least \$23.55 (Increases to \$23.95 on July 1st, 2018 and then is frozen). If an employee employed before January 1st 2014 is Laid Off, he will be reinstated at a wage of \$23.55 or higher (Increases to \$23.95 on July 1st, 2018 and then is frozen) at time of recall.

11.05 The Company shall have the right to hire from other sources should it be unable to satisfactorily fill vacancies from employee posting applications or through normal progression.

11.06 An employee will lose all department seniority if he leaves the department for any reason except as provided for in Article 10.01 (f), 11.02 (f), and 11.04 (c).

Article 11.07 - TRAINING

- 11.07 (a) The Company recognizes the need for training opportunities to enable each employee to improve his knowledge and skills to equip himself for future positions of greater responsibility or higher pay for which he is eligible within the line of progression or through job postings.
- (b) It is the objective of the Company to train all employees in each job classification at least one job ahead and one job below. Where there is more than one (1) employee in a classification on a shift, the senior employee will complete training prior to the other ones starting.
- (c) APEL employs peer training methodology in addition to formal training provided by the company. Employees trained in job classifications and holding specific job skills are required to train their peers.
- (d) The parties recognize the importance of the Training provisions discussed in this Article. A Training Committee will be appointed jointly by the Company and the Union and will meet quarterly or as otherwise agreed to by the Committee to act as a steering committee to improve upon training and employee development within the Bargaining Unit.
- (e) Every attempt shall be made to enable an employee in training to successfully develop the requisite qualifications to efficiently perform both the assigned job and the next higher job in the line of progression. If the employee cannot develop the requisite qualifications, the Company shall advise the employee of

the reasons for the failure and the employee shall be required to move down one (1) level in the line of progression. The employee's rate of pay will not be reduced for twelve (12) months or until there is a reduction in the line of progression.

Article 12 - LAY-OFFS AND RECALLS

- 12.01 (a) For the purpose of this Article the term "lay-off" shall mean a lay-off due to lack of work pending recall. Employees laid off because of lack of work other than that caused by breakdown or reasons beyond the control of Company, shall be given five (5) working day's written notice of lay-off, or pay in lieu of notice. However, such notice shall not apply to probationary employees.
- (b) If a notice of layoff is given, the Company may extend the time of the layoff once only without issuing a new notice providing the extension is for less than seven (7) days. If a further extension is needed, a new notice must be issued under 12.01 (a).
- (c) The unit chair will be given a copy of any layoff notice at least three (3) working days prior to any layoff and will be given a copy of any recall notice immediately upon issuance.
- 12.02 In the event of lay-off, the employees shall be laid off in reverse order of bargaining unit seniority except:
- (a) Maintenance Journeypersons or apprentices (Includes Certified Die Correctors or Trainees)
- (b) Certified Die Correctors, Die Corrector Trainees above Semi Skilled Level, Maintenance Journeypersons or Maintenance Apprentices

Provided they are not employed outside their respective department except in cases of emergency where it is not practical to recall laid off employees. Within the die shop and maintenance department, helpers will be laid off before apprentices and apprentices before journeypersons. The Unit Chair and the Plant Manager will review such circumstances to ensure that there is no misuse.

- 12.03 (a) The last employee laid off shall be the first to be recalled. When an employee is recalled from lay-off, he will have no recall rights to his former job.
- (b) When an employee is recalled from lay-off he shall report within five (5) working days of notification of recall by the Company. The five (5) working day period shall exclude Saturdays, Sundays and holidays. Notification of recall shall be made by telephone. If the Company is unable to contact personnel by telephone, written notification shall be sent to his last known address by registered mail. It is the employee's responsibility to maintain current address with the Company.

- (c) Failure to respond to recall within seven (7) working days of notification by telephone or dispatch of written notification shall result in forfeiture of the employee's right to further recall and he shall be presumed to have terminated his employment with the Company. However, if an employee upon receipt of notification of recall informs the Company of his desire to return but has, in the opinion of the Company, a reasonable excuse for being unable to do so within the time limits, the Company will permit the employee to forego the recall notification and become subject to a second and final recall. Employees on second recall will not be recalled until all employees who are laid off have received first recall.

12.04 New employees shall not be hired until employees on lay-off have been given the opportunity of recall.

Article 13 - LEAVE OF ABSENCE

- 13.01 (a) Leave of absence without loss of pay for up to three (3) days shall be granted upon request in the event of a death occurring in the employee's immediate family. For the purpose of this Article the "immediate family" is defined as employee's spouse (including common law and same sex relationships), Children, Mother, Father, Brother, Sister.
 - (b) Leave of absence without loss of pay for up to three (3) days shall be granted upon request in the event of a death occurring in the employee's family, beyond immediate family. The purpose of such leave shall be for attendance at or making arrangements for the funeral. For the purpose of this Article "Family" is defined as spouse's Mother, Father, Sister, Brother and spouse's or employee's Grandchildren.
 - (c) Leave of absence without loss of pay for up to one (1) day shall be granted upon request in the event of a death occurring to employee's or spouse's Grandparents. The purpose of such leave shall be for attendance at or making arrangements for the funeral.
 - (d) Where attendance at a funeral requires travel beyond a five hundred (500) kilometre radius of Calgary, one (1) day without loss of pay plus up to six (6) days without pay may be granted for travel in addition to the leaves under (a), (b) or (c).
 - (e) All such leaves of absence must be arranged in writing with the employee's Shift Supervisor or if the Shift Supervisor is not available, with the Plant Manager.
- 13.02 Leave of absence, without pay, may be granted upon written request. Approval of such leave, if granted, shall be in writing with a copy supplied to the Union when leaves extend past seven (7) days or are for Union business. Only the Plant Manager may authorize leave in excess of three (3) days.

- 13.03 The Company may extend the return date of a Leave of Absence for reasons satisfactory to the Company provided the employee contacts the Company on or before the scheduled return date. Approval of such leave, if granted, shall be in writing with a copy supplied to the Union when leaves extend past seven (7) days or are for Union business. Only the Plant Manager may authorize leave in excess of three (3) days.
- 13.04 If an employee, while on leave of absence or while on an approved shift exchange, accepts, undertakes or enters into on a temporary or permanent basis, other employment, business venture or calling, without the written permission of the Company, he shall be deemed to have ceased employment with the Company.
- 13.05 Leave of absence without pay for employees attending Union conventions, Union schools and conferences shall be granted to delegated members of the Union. Not more than two (2) shall be granted leave at any one time unless the Company can grant more without affecting efficiency or production. At least two (2) week's notice shall be given to the Company in writing.
- 13.06 The Company shall pay an employee who is required for jury duties or who is subpoenaed as a witness, except in proceeding to which the Company is a party, for each day of service the difference between his straight time hourly rate for the number of hours he normally works on his regular shift, and the payment he receives for such services.

Article 14 - SAFETY AND HEALTH

- 14.01 The parties hereto recognize the importance of safety provisions in the plant for the protection of employees and Company property. The Company agrees to make every effort to maintain safe working conditions. A Safety Committee will be appointed jointly by the Company and the Union and will meet monthly or as otherwise agreed by the Committee. The responsibilities of the Committee include:
- (a) monthly plant tours
 - (b) making recommendations on:
 - plant safety conditions
 - location and number of first aid stations
 - safety training for employees
 - (c) investigating complaints of unsafe working conditions, accidents or incidents which are not minor in nature and making subsequent recommendations.
 - (d) The union members of the committee will be allowed one (1) hour preparation time during working hours with no loss of pay to prepare for committee meetings.
 - (e) The agenda of upcoming committee meeting will be posted two (2) days prior to the meeting.
- 14.02 The Company will maintain a first-aid station for emergency treatment of accidents during working hours and a logbook of all accidents shall also be maintained.

- 14.03 The Company will maintain clean washrooms with heat, light and hot water. A clean lunchroom will be provided.
- 14.04 The Company will attempt to ensure prompt delivery of urgent messages to employees during working hours.
- 14.05 The Company will supply at its expense the following protective equipment where such is required by the Company:
- (a) Safety Glasses: Non-prescription
Prescription - Standard safety frames.
Maximum one (1) pair every two (2) years per employee.
 - (b) Aprons
 - (c) Acid resistant rain gear
 - (d) Arm guards
 - (e) Ear plugs
 - (f) Face shields
 - (g) Hot mitts
 - (h) Hard hats
 - (i) Inclement weather clothing for the forklift operator(s)
 - (j) Respirators approved for use with the chemicals or the hazardous materials the employee is required to handle.
- 14.06 All employees are required to wear approved protective footwear when working at the Company's plant. Employees who do not possess safety shoes shall be required to purchase safety shoes by way of payroll deduction upon entering the employment of the Company. Upon completion of six (6) months employment and annually thereafter, the Company will subsidize documented purchases of approved safety footwear to a maximum of \$185 per year. Where an employee can demonstrate that his/her boots are worn beyond normal wear and tear expected, the Company will pay up to \$185 for a replacement pair.
- 14.07 Employees injured on the job will be provided transportation by the company to and from a medical facility and where necessary, will be accompanied by a qualified person with first aid training.
- 14.08 Annually after May 1, the Company will pay the sum of \$3000 to be used for Health & Safety training of APEL employees. On April 30 of each year, the union will provide to the Company an accounting of the previous year's subsidy.
- 14.09 Employees will be provided access to all written job safety procedures and work instructions in effect in the department upon beginning employment in the department. New or revised job safety procedures or processes will be reviewed with each employee affected by the new or revised process in a timely fashion.

Article 15 - BULLETIN BOARDS

- 15.01 A number of bulletin boards, the number to be mutually agreed between the Company and the Union, shall be made available to the Union for posting of notices. All such notices may be posted only upon the authority of the Executive Committee of the Union and approval of the Company, it being understood that approval of the Company will not be unreasonably withheld.

Article 16 - GENERAL PROVISIONS

- 16.01 It is agreed that an employee who is unable to report for work must notify the Company as soon as possible prior to the start of the shift. Failure to do so shall cause the employee to be marked absent without leave.

- 16.02 Access to the Company's premises may be granted to the Union's representative provided he has first obtained permission from the Plant Manager.

16.03 Entire Agreement Clause

The parties hereto agree that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a Supplement to this Agreement.

- 16.04 The Company shall provide a payroll deduction plan for employees who want to contribute to the Steelworkers savings plan. Administrative details regarding the deductions shall be agreed upon between the Company and the Union as required.

- 16.05 Where there are manpower shortages due to lateness and unauthorized absenteeism the Company will make every effort to place a suitable Bargaining Unit employee in that position as soon as possible.

- 16.06 Any employee who is discharged or laid off or leaves of his own accord shall be paid all wages due to him on the day when such wages would normally be due and payable, unless otherwise mutually agreed between the Company and the Union.

- 16.07 "Days" shall mean calendar days throughout this agreement, unless a particular provision refers to "working days".

- 16.08 When there is an error in an employee's pay (except an error caused by the employee's incorrect completion of the time card) and in excess of \$100.00 is due to the employee, a manual cheque will be issued if the employee so requests. Otherwise, all pay errors will be corrected on the next pay.

Article 17 - COMMITTEE MEMBERS AND STEWARDS

- 17.01 The Union shall notify the Company, in writing, within one (1) week of their appointment or election of the names of all Union officers, Committee members and Stewards. The Company will give recognition to no more than three (3) Stewards per shift.
- 17.02 With the prior approval of their immediate supervisor, Union Officers, Stewards, and Committee members will be permitted to leave their jobs to investigate and adjust grievances, to attend meetings with Management and other related duties. Such approval shall not be unreasonably withheld.
- 17.03 Only those employees included on the lists referred in paragraph (1) above will be recognized as spokespersons for the Union having duties under this Agreement.
- 17.04 Recognizing the need for good labour relations, the Parties shall schedule Union / Management meetings once every ninety (90) days. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement.
- 17.05 Attendance at meetings with the Company during working hours, at the request or approval of the Company, shall be without loss of pay.

Article 18 – REASONABLE ACCOMMODATION

- 18.01 In the event of employees sustaining injuries or becoming affected by disease (either on the job or off the job) and becoming disabled from performing their regular duties as a result thereof, the Union, the Employee and the Company shall meet to discuss reasonably accommodating the employee.
- 18.02 Where an employee requires temporary accommodation for a graduated return to work or because of a temporary inability to perform all the duties of his normal position, the Company and the Union will meet to coordinate the accommodation. Temporary accommodation of one employee may include the temporary transfer of other employees.

Article 19 - HOURS OF WORK

COMMON PROVISIONS TO SHIFTS

- 19.01 The normal straight time hours of work shall be forty (40) hours per week.
- 19.02 Employees working 12 hour shifts will be paid 40 hours pay at straight time rates for each 36 hours worked. All entitlements under the collective agreement will be prorated by this ratio.
- 19.03 The hours of work in this article shall not be construed as a guarantee of hours per day or per week but serve simply for the purpose of computing overtime payment.
- 19.04 The lunch periods will be mutually agreed between the Shift Supervisor and the Shop Steward. If employees are required to work during a lunch period, they will be given an alternate lunch period as mutually agreed.
- 19.05 Employees will be allowed two (2) paid rest periods of ten (10) minutes each, one in the first half of each shift and one in the second half. In the event that the Company schedules an employee to work over ten (10) hours, an additional ten (10) minute paid rest period will be allowed.
- 19.06 The Company reserves the right to change the starting and quitting time for the employees plus or minus two (2) hours without incurring overtime premiums.
- 19.07 For Employees working 10 or 12 hours shifts, their entitlements for paid holidays (Article 21) and Vacations (Article 22) will be converted into hours and administered accordingly.
- 19.08 Shifts shall be populated in priority with Weekdays worked first, either 8 hour shifts or 10 hour shifts, followed by 12 hours weekend day shifts, followed by 12 hour weekend night shifts.

NOTICE OF SHIFT SCHEDULE / CYCLE CHANGES

- 19.09 Where an individual employee is moved between shift schedules the employee will be given a minimum of seven (7) calendar day's notice.
- 19.10 If the Company fails to give the notice required under Article 19.09, the employee will be paid time and one half (1 ½ X) for all hours worked on the first shift after the change and two times (2X) for all hours worked on the second shift after the change.

19.11 Employees may temporarily exchange shifts under the following conditions:

- Request for exchange forms, signed by both exchanging Employees, must be submitted to the Company at least two (2) weeks in advance of the start of the exchange.
- Exchanges will only be accepted between employees of the same job classification
- Exchanges must be for an entire shift rotation
 - 5 Consecutive Days for 8 hour Shifts
 - 4 Consecutive Days for 10 hours Shifts
 - 3 Consecutive Days for 12 hours Shifts
- Exchanges must not result in any additional costs for the Company.
- All exchange requests are subject to management approval and will be based upon operational considerations.

HOURS OF WORK - 8 HOUR SHIFT SCHEDULE

19.12 The normal day work hours shall be Weekdays (M-F) between 7:00 a.m. and 3:30 p.m.

Day Shift Operations

Day Shift 7:00 a.m. to 3:30 p.m. (30 minute unpaid lunch break.)

Two Shift Operations

Day Shift 7:00 a.m. to 3:30 p.m. (30 minute unpaid lunch break.)
Evening Shift 3:30 p.m. to 11:30 pm (20 minute paid lunch break.)

Three Shift Operations

Day Shift 7:00 a.m. to 3:00 p.m. (20 minute paid lunch break.)
Evening Shift 3:00 p.m. to 11:00 p.m. (20 minute paid lunch break.)
Night Shift 11:00 p.m. to 7:00 a.m. (20 minute paid lunch break.)

- In addition to a lunch break each 8 hour shift will have 2, 10 minute, paid rest breaks

HOURS OF WORK - 10 HOUR SHIFT SCHEDULE

19.13 The ten hour shift schedule shall be comprised of four, consecutive, ten hour shifts occurring Weekdays (M-F). The normal AM work hours shall be between 6:00 a.m. and 4:30 p.m., the normal PM work hours shall be between 7:30 p.m. and 6:00 a.m. Each shift

Day Shift Operations

AM Shift 6:00 a.m. to 4:30 p.m. (30 minute unpaid lunch break.)

Two Shift Operations

AM Shift 6:00 a.m. to 4:30 p.m. (30 minute unpaid lunch break.)
PM Shift 7:30 p.m. to 6:00 a.m. (30 minute unpaid lunch break.)

- In addition to a lunch break each 10 hour shift will have 2, 10 minute, paid rest breaks.

HOURS OF WORK - 12 HOUR SHIFT SCHEDULE

19.14 The twelve hour shift schedule shall be comprised of three, consecutive, twelve hour shifts occurring over Weekends. The normal AM work hours shall be between 6:00 a.m. and 6:00 p.m., the normal PM work hours shall be between 6:00 p.m. and 6:00 a.m.

Day Shift Operations

AM Shift 6:00 a.m. to 6:00 p.m (30 minute paid lunch break.)

Two Shift Operations

AM Shift 6:00 a.m. to 6:00 p.m (30 minute paid lunch break.)

PM Shift 6:00 p.m. to 6:00 a.m (30 minute paid lunch break.)

- In addition to a lunch break each 12 hour shift will have 3, 10 minute, paid rest breaks.

Article 20 - OVERTIME

20.01 For the purpose of this Article the regular straight time hourly rate means an employee's straight hourly base rate.

- 20.02 (a) The Company shall make every effort to distribute overtime as evenly as possible among the employees. It is understood that if overtime were required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime work. The Company shall give notice of overtime as far in advance as is practical.
- (b) Two representatives selected by the Company and two representatives selected by the Union will meet quarterly to review the distribution of overtime.
- (c) The Company will follow the guidelines agreed to in the Memorandum of Settlement dated June 26, 2006 enclosed in this Collective Agreement.

Overtime – 8 Hour Shifts

20.03 Except as otherwise provided in this Agreement, the Company shall pay an employee one and one-half times ($1\frac{1}{2} \times$) the regular straight time hourly pay for all hours the employee is required to work over eight (8) a day.

20.04 The Company shall pay an employee two times ($2 \times$) the regular straight time hourly pay for all hours worked in excess of ten (10) per day.

- 20.05 (a) For time worked on their first scheduled day of rest an employee shall be paid at time and one-half ($1\frac{1}{2} \times$) the regular straight time hourly pay for the first four (4) hours and double time ($2 \times$) thereafter .

- (b) For time worked on their second scheduled day of rest an employee shall be paid at double (2x) the regular straight time hourly pay.

20.06 In the event that the Company requires an employee to work overtime immediately following the completion of his regular shift, the employee shall be entitled to \$10.00 for a lunch provided the overtime exceeds two (2) hours and he was not notified of such overtime prior to the completion of his regular shift on the day preceding. In the particular case of an employee being required to resume overtime work after consuming the said lunch, the employee shall be paid for the time spent consuming the lunch up to a maximum of twenty (20) minutes.

Overtime – 10 Hour Shifts

20.07 Time worked in excess of 10 hours on a scheduled work day shall be paid out at two times (2 x) the regular straight time hourly pay for all hours worked

20.08 Time worked on a Sunday shall be paid out at two times (2 x) the regular straight time hourly pay for all hours worked provided the employee has not had any unexcused absences in his previously scheduled forty (40) hours of work. Otherwise, the time worked shall be paid at one and one half times (1 ½ x) the regular straight time hourly rate.

20.09 Time worked on any other scheduled day off shall be paid out at one and one half times (1 ½ x) the regular straight time hourly pay for all hours worked.

Overtime – 12 Hour Shifts

20.10 Time worked on a scheduled day of rest shall be paid out at one and one half times (1 ½ x) the regular straight time hourly pay for all hours worked.

20.11 Time worked on a second overtime shift worked in a given week, outside of the shift schedule, will be paid out at two times (2 x) the regular straight time hourly pay for all hours worked. All other work on a scheduled day of rest shall be paid at one and one half times (1 ½ x) the regular straight time hourly pay for all hours worked.

Article 21 - PAID HOLIDAYS

21.01 The following days shall be recognized as paid holidays for which payment in the amount of eight (8) hours at straight time rate of pay shall be made:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labor Day

Thanksgiving Day
Remembrance Day
Christmas Eve Day
Christmas Day
Boxing Day
APEL Day

21.02 In order to qualify for payment of any of the holidays listed in the foregoing, an employee must have complied with the following:

- (a) Been on the Company's payroll for thirty (30) working days in the twelve (12) months immediately preceding the holiday in question.
- (b) Must have worked on his regular shift immediately before and after the holiday. This provision may be waived providing the employee makes arrangements with the Company for time off in order to protect his holiday pay. This provision will be waived in the following circumstances:
 - (i) illness (at the Company's discretion),
 - (ii) the employee is sent home early due to lack of work,
 - (iii) unscheduled or emergency shutdown,
 - (iv) bereavement leave under article 13.01,
 - (v) jury duty under article 13.06 provided that if the employee is released from jury duty before noon they return to work, and
 - (vi) Union leave under article 13.05.

However, any employee who is laid off within seven (7) days prior to any paid holiday(s) shall receive payment for that holiday(s).

21.03 Employees on a leave of absence or in receipt of Workers' Compensation shall not be paid for any holiday falling within such periods.

21.04 Any employee required to work on any of the above holidays shall be paid at the rate of two times (2x) his straight time hourly rate for all hours worked.

21.05 If any of the above holidays fall on a Saturday, the preceding Friday will be considered the holiday, and if any of these holidays fall on a Sunday, the following Monday will be considered the holiday. Except as agreed by the Company and the Union.

21.06 If one or more of the paid holidays named above occur within an employee's annual vacation period, the vacation period shall be extended by one day for each such holiday, with payment for each day as provided in Article 21.01.

21.07 Effective January 1, 2011, APEL Day is recognized as a floating holiday. Employees who have completed probation are entitled to schedule one (1) day per vacation year. Scheduling of APEL day for individual employees is based on mutual agreement and is based on seniority and subject to operational efficiency considerations.

Article 22 - VACATIONS

- 22.01 Each vacation year will be defined as the payroll year (1st day of 1st pay period to last day of last pay period) of each respective year.
- 22.02 (a) Employees with less than one (1) year of service at December 31st shall be entitled to one (1) day of vacation for each month of service to a maximum of ten (10) days, with vacation pay based on four (4) percent of total earnings in the vacation year.
- (b) Employees with one (1) or more year of service at December 31st shall be entitled to two (2) weeks' vacation, with vacation pay based on four (4) percent of total earnings in the vacation year.
- (c) Employees with four (4) or more years of service at December 31st shall be entitled to three (3) weeks' vacation, with vacation pay based on six (6) percent of total earnings in the vacation year.
- (d) Employees with ten (10) or more years of service at December 31st shall be entitled to four (4) weeks' vacation, with vacation pay based on eight (8) percent of total earnings in the vacation year.
- (e) Employees with twenty (20) or more years of service at December 31st shall be entitled to five (5) weeks' vacation, with vacation pay based on ten (10) percent of total earnings in the vacation year.
- 22.03 The schedule for vacations whether on a plant shutdown basis or on an individual basis shall be posted by March 15th in any year.
- (a) Employees shall submit vacation requests by February 28th of each year
- (b) Employees will be only allowed to book two weeks vacation in the prime time months of June, July and August to ensure all employees have an opportunity for some Summer Vacation. Additional time off during these months is subject to operational efficiency considerations.
- (c) Vacations shall be awarded by seniority and are subject to operational efficiency considerations.
- (d) Vacation requests submitted after February 28th will be awarded on a first come first served basis and are subject to operational efficiency considerations. Company will respond to requests submitted after February 28th within two (2) weeks of a request.
- 22.04 As the vacation plan was introduced to provide an opportunity for rest and recreation, no payment would be made in lieu of vacation except as provided for at termination of employment. Vacations cannot be accumulated from one year to another.
- 22.05 Should an employee's service be terminated for any reason whatsoever, he will be entitled to payment for vacation due him as provided in 22.02 above.

Article 23 - WAGES

- 23.01 (a) Payment of wages will be made in accordance with the terms and conditions set forth in Appendix "A".
- (b) If any new job classifications are established or if any job classifications have been overlooked, the parties will meet to negotiate a rate for the job(s) in question.
- (c) If the parties fail to agree, the matter may be taken to Arbitration as provided for in this Agreement.

23.02 A shift differential for all hours worked is as follows:

| | | | |
|------------------|---|------------|--------|
| • 8 Hour Shifts | - | Days | \$0.00 |
| | - | Afternoons | \$0.45 |
| | - | Nights | \$0.65 |
| • 10 Hour Shifts | - | a.m. | \$0.00 |
| | - | p.m. | \$0.51 |
| • 12 Hour Shifts | - | a.m. | \$0.00 |
| | - | p.m. | \$0.60 |

Such premiums shall not be subject to overtime payment.

23.03 Employees who report for work, on time, at the beginning of their regularly scheduled shift, who find that for reasons within the control of the Company that no work is available, shall be paid four (4) hours pay at the employee's straight time hourly rate.

23.04 On temporary transfer to a higher rated job for less than two (2) hours, the employee will hold the lower rate; anything over two (2) hours will result in the high rate for the full shift.

23.05 An employee who has left the premises of the Company after the end of his scheduled shift and who is recalled for work anytime up to two (2) hours preceding the commencement of his next regularly scheduled shift shall be paid for all hours worked at double (2x) the regular hourly rate, up to the starting time of his scheduled shift; but in any event shall be paid no less than two (2) hours at double his regular rate.

23.06 Wage Retention

- (a) When an employee with four (4) to seven (7) years of seniority is transferred by the Company to a job in a lower paid job class, his rate of pay will be maintained at his former rate for a period of three (3) months, provided he has occupied the former job for the preceding four (4) months.
- (b) When an employee with seven (7) or more years of seniority is transferred by the Company to a job in a lower paid job class, his rate of pay will be maintained at

his former rate for a period of four (4) months, provided he has occupied the former job for the preceding four (4) months.

- (c) Wage retention will not apply to employees demoted for cause or employees voluntarily transferring jobs
- (d) Wage retention does not apply to employees moved to a lower position as a result of normal movements within the lines of progression.
- (e) Wage retention will cease when an employee refuses work in a job class at a higher rate than the position he then holds.
- (f) Notification of wage retention will be in writing with a copy forwarded to the union.

Article 24 - HEALTH AND WELFARE

24.01 Following completion of ninety (90) days of service, employees shall be entitled to the following Health and Welfare Benefits, the premiums for which shall be paid by the Company:

- (a) **Group Insurance**
Life Insurance plus Accidental Death and Dismemberment Benefits (double indemnity): \$50,000
- (b) **Weekly Indemnity**
60% of normal weekly earnings up to the maximum specified by the Employment Insurance Act. 1-1-4-26.
- (c) **Long Term Disability**
\$1150
- (d) **Alberta Health Care Insurance**
as per current CBA
Supplementary Health Care
Company to supply Health Card
Deductible plan including coordination of benefits
Counselling to a maximum of \$500 per year
- (e) **Dental Care Plan**
Include coordination of benefits
\$2500 annual limit on combined basic and major restorative care up to 80%
\$2000 limit on orthodontics on dependent children 6-19 year per child per lifetime at 50%
Current fee guide
Updated every year at January 1
- (f) **Vision Care**
\$450 per family member every two (2) years.
- (g) **Paramedical Services**
Chiropractor, physiotherapy, naturopath, massage therapy
\$200 per family member annually

Detailed description of benefits and claim procedures are contained in a Health and Welfare Plan booklet which will be provided to each employee.

Article 25 – PENSION

- 25.01 All employees in the bargaining unit will participate in the APEL Calgary Hourly Employees Pension Plan according to the terms of that plan.
- 25.02 Pension contributions are 5%. Employees in job classes 1 and 2 must contribute 3% but have the option of matching any amount over 3% if the pension plan so permits. All other employees and the Company must contribute the full amount.
- 25.03 There shall be a joint pension committee which will meet quarterly to review plan performance, investment choices and other pension matters and make recommendations to the Company. The Company and the Union shall name an equal number of representatives to the committee.

Article 26 - DURATION, RENEWAL AND TERMINATION

- 26.01 The agreement shall become effective on the first day of July 2017 and remain in force and effective until the last day of June 2021, unless changed by mutual consent of the parties.

This Agreement shall remain in force and effect from year to year thereafter, unless either party shall file notice in writing of changes desired not less than sixty (60) days prior to the expiry date, or any subsequent anniversary date, and this Agreement shall remain in force and effect for such period of time as required by the Alberta Labour Relations Code.

FOR THE COMPANY

Mike Flynn

FOR THE UNION

David Hall

Mike Thompson

Ryan Strath

Sean Ball

LETTER OF UNDERSTANDING

September 2nd, 2010

The Company and the Union recognize the importance of providing a means for employees to receive counselling and/or medical assistance for dependency conditions related to alcohol or drugs. When there are concerns relating to drug and alcohol dependency, either the Plant Manager or a Representative of the Union may arrange a meeting between the Plant Manager (or his designate), the Union and the employee to discuss the situation, and work out the details to arrange for the employee to obtain counselling and/or medical assistance through appropriate facilities. A Representative of the International Union may be in attendance at this meeting.

APEL EXTRUSIONS LIMITED

**UNITED STEELWORKERS
LOCAL 6034**

Mike Flynn

Sean Ball

Appendix A – Wage Scale

| <u>Class</u> | <u>Jobs</u> | <u>01 July 17</u> | <u>01 July 18</u> | <u>01 July 19</u> | <u>01 July 20</u> |
|--------------|------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------|-------------------|
| 1 | Labourer | 18.73 | 19.01 | 19.30 | 19.59 |
| 2 | Stretcher Operator Packer (P) Packer (A) Die Man Helper Maintenance Helper | 26.69 | 27.09 | 27.50 | 27.91 |
| 3 | Saw Operator Booth Operator Crane Operator Fabrication Operator Receiver Forklift Operator Waste Treatment | 27.99 | 28.41 | 28.83 | 29.26 |
| 4 | Line Operator Shipper | 29.32 | 29.76 | 30.21 | 30.66 |
| 5 | Certified Die Corrector | 30.23 | 30.69 | 31.15 | 31.61 |
| 6 | Journeyman Maintenance | 38.15 | 38.72 | 39.30 | 39.89 |

Dual Trade Journeyman Premium - \$1.10

Apprenticeship programs – Maintenance per Alberta Apprenticeship guideline % of earnings.

APPENDIX B – Lines of Progression

| | Extrusion Roll / Age | Paint Wrap / Pack | Anodize Fabrication / Cutback | Shipping Receiving | |
|----------|------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------|--------------------------------------------|-----------------------------|
| 4 | <u>Operator A</u> Line Operator | | | <u>Operator A</u> Shipper | } Line Of Progression |
| 3 | <u>Operator B</u> Saw Operator | <u>Operator B</u> Booth Operator | <u>Operator B</u> Crane Operator Fabrication Operator | <u>Operator B</u> Receiver ***** | |
| 2 | <u>Operator C</u> Stretcher Operator ***** | <u>Operator C</u> Packer (P) ***** | <u>Operator C</u> Packer (A) ***** | | |
| 1 | Labourer | | | | |

***** Posted job into line

- Bid Jobs:
- Class 2 Die Man Helper
 Maintenance Helper
 - Class 3 Forklift Operator
 Maintenance Helper
 Waste Treatment
 - Class 5 Certified Die Corrector
 - Class 6 Journeyman Maintenance

APPENDIX C – Die Corrector Certification Program

1. A Die Corrector Certification Program of approximately four (4) years in length will be established by the Company, and the trainees will be paid as set out below.

The progression chart below summarizes briefly the essential duties of the Die Corrector Apprenticeship Program. Employee development is the foundation of the program and the following table sets out the guidelines that will provide the framework for that development

The objective is to complete the program in the time frame established.

Wages will increase as a percentage of the Certified Die Corrector Rate (Class 5) over the Apprenticeship Term and after skills are completed and demonstrated.

Die Helpers will continue to assist in the die shop as necessary.

| Die Corrector Trainee (82%) | Die Corrector Semi skilled (88%) | Die Corrector Skilled (93%) | Die Corrector Highly Skilled (97%) |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------|
| Prepare dies for caustic. | Everything in 1 st term | Everything in 1 st and 2 nd term | Everything in 1 st , 2 nd , 3 rd term |
| Sandblast dies after boil out | Re-work wash out bearing surface. | Corrects hollows and all complex solid shapes. | Die design/layout |
| Pull dies as per shift schedules | Square and reflatten surfaces | Approves samples for release | Die review of extrudability, equipment capability |
| Assemble dies in rings for shifts | Work with files and milling machine with support | Works with press crew on test runs | Responsibility for sample process |
| Check surface for nicks, washout and breakage Quality check new dies Monitor nitride | Correct flat dies, rod lengths and angularity | Learn die layouts and Shape reviews & recommendations | Liaise with die suppliers and die engineering |
| Polish bearings and Correct minor Bearing defects | Minor hollow correction rod lengths, and squareness | Send dies out for Nitriding and maintain computer system | Maintain Epics system re: die locations |
| Caustic cleaning and tank management (titration) | Receive new tooling in the system. | Die feedback to vendors | Trains trainee |
| Learn Company Die System(Epics) | Use of all measuring tools used in die correction | Be able to read die design drawings from the maker | |
| Good understanding of the extrusion process and press tooling. Follow all safety requirements/procedures | Learn Die management / Feedback to Die Vendors | | |

2. On successful completion of the program the candidate will be recognized as a Certified Die Corrector

3. The Die Corrector Certification Program shall consist of four (4) consecutive years. If the employee is absent for periods totaling in excess of thirty (30) working days in a year for reasons other than vacation under article 22, the program may be extended by an equal amount. To determine progress, apprentices will be evaluated during each year.
4. When the company deems it necessary to initiate an Apprenticeship Program, vacancies will be posted and filled in accordance with the Collective Agreement. Die Helpers will be given first opportunity to enter the Die Apprenticeship program. (Time as a die helper will be recognized to a maximum of 15 months.)
5. All applicants must meet posted qualifications to be considered. If all requirements are met, and a qualified Die Helper has not applied, plant seniority will be used to select. Company reserves the right to go outside if no qualified internal candidates can be found. If more than two die helpers apply on the same posting, plant seniority will be the deciding factor where other factors are relatively equal in the opinion of the company.
6. Upon selection, each apprentice must complete a ninety (90) working day probationary period in order to measure the apprentice's practical aptitude. In the event the Company determines that the employee has been unsuccessful, the employee will be returned to his former job. The employee may also choose to revert to his former job within this ninety (90) working day period.
7. While an apprentice, the apprentice cannot bid on general postings unless the apprentice gives ninety days (90) written notice of withdrawal from the apprenticeship program.
8. If the employee has been unsuccessful, the employee will be removed from the program and entitled to exercise seniority rights in the plant in accordance with the Collective Agreement.
9. The Company will provide in-plant on the job and classroom training demonstrations and instruction on correction of dies with equipment peculiar to the Die Shop. From time to time, employees will be required to participate in courses outside of the plant. The Company will pay for the registration costs of such courses and any out-of-town traveling expense such as airfares, hotel accommodation and meals.
10. In the event of a layoff due to lack of work outside the die shop, a more senior employee from outside the die shop may bump a die helper but not an existing apprentice. (stated in Layoff clause).
11. Where employees outside the die shop are on layoff, apprentices will not be used outside the die shop except in cases of emergency (where it is not practical to recall laid off employees) or when the plant seniority of the apprentice is greater than the individuals on layoff. The Unit Chair and the Plant Manager will review such circumstances to ensure that there is no misuse.
12. When there is a lack of work in the die shop, apprentices will be laid off prior to any employees in the Die Corrector "A" classification. (stated in layoff language).

I have read and understand the terms and conditions of this apprenticeship program.

Date: _____

Signature of trainee

On behalf of APEL Extrusions

On behalf of United Steelworkers

APPENDIX D – Overtime Management

Memorandum of Settlement dated June 26, 2006

OT guidelines for emergency replacement call ins.

- Sign up sheet posted on main BB.
- Personnel sign up to indicate when they are available (dates and shifts).
- Definitions:
 - Who normally does the job means from the department LOP
 - The shift line of progression will be required to move up
 - Evenly distributed means lowest to highest
 - List will be published and distributed monthly
 - The rate of pay will be the employees normal rate of pay

The company will call personnel:

1. From the list from the department based on OT hours worked (lowest to highest) and qualifications.
 2. If no contact made the company will leave a message as to the nature of the call and move on to the next potential candidate.
 3. If the offer of work is declined, the hours will be recorded and charged to the individuals account as if worked and the company will move on to the next candidate.
 4. If no departmental resources are available, the company will go to all remaining candidates and repeat Steps 1, 2 & 3 (lowest to highest).
- New hires will be deemed to have the average overtime of the employees in the line of progression in which the new employee works.

OT guidelines for scheduled (planned)

- Departmental notice posted for departmental personnel to sign up.
- Personnel will be posted to the position for that shift based on qualifications and seniority.
- If excess personnel apply:
 - The selection will be made on overtime quantity and qualifications (department)
 - Personnel will be posted to a position on that shift based on qualifications and seniority
- If there are inadequate personnel that apply but the skills are in place to operate the shift, the company will use emergency OT guidelines to fill the remaining positions.
- The departmental or shift manager will meet with a member of the union executive to review the people selected for scheduled OT.