COLLECTIVE AGREEMENT AND PLANT CLOSURE AGREEMENT

BETWEEN:

IKO INDUSTRIES LIMITED
(the “Company”)

- AND -

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
ON BEHALF OF ITS LOCAL 9042 (the “Union”)

THE BARGAINING COMMITTEE
UNANIMOUSLY RECOMMENDS ACCEPTANCE OF THIS COLLECTIVE AGREEMENT

EFFECTIVE: JANUARY 21, 2017
EXPIRY: JANUARY 20, 2022
COPE-343
MEMORANDUM OF AGREEMENT

IKO Industries Ltd.
71 Orenda Road, Brampton ON L6W 1V8
(the “Company”)

AND

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
(the “Union”)

PLANT CLOSURE

The terms set out in this Agreement apply only for the duration of the plant closure, which is from March 31, 2017 until the plant reopens (the “Plant Closure”).

1. Article 9 – Seniority

(a) For the selection of the employees for the 4 positions that are anticipated to remain for the duration of the plant closure:
   (i) Clause 9.10 of the collective agreement that expired on January 20, 2017 will apply for the selection of employees for 3 of the 4 positions; and,
   (ii) Clause 9.03 of the collective agreement that expired on January 20, 2017 will apply for the selection of employee for the Oxidizer position.

The employees selected will have a right to remain in these positions, as required, for the duration of the closure.

(b) If a permanent position becomes available, the position will be filled based on recall of the most senior employee qualified to do the work who has not elected to be paid severance pay as a result of the plant closure. If the recall is anticipated by the Company to be for a duration that is greater than 90 days but not for the balance of the time of the plant closure, and the employee is not working at an IKO affiliated Company, the position may be declined without penalty, and will then be offered in order of seniority under the same terms and conditions as those applicable to the most senior employee, referred to in this paragraph, until the position is filled. An employee who is working at an IKO affiliated company who accepts a position which is anticipated by the Company to be for a duration that is greater than 90 days but not for the balance of the time of the plant closure shall be considered to have resigned from the IKO affiliated company.
2. Article 9 – Seniority

Temporary positions

Clause 9.03. Seniority shall not apply for recall to positions required on a temporary basis for the duration of the plant closure. For this purpose, “temporary” shall mean less than 90 consecutive work days.

3. Article 9 – Seniority accumulation

Seniority will accumulate for the duration of the plant closure for all employees who do not elect to be paid severance pay.

4. Article 9 – Seniority when the plant reopens

(a) The seniority of a laid off employee who does not elect to be paid severance pay as a result of the plant closure and who returns to work when the plant reopens will be his seniority as of the most recent hire date.

(b) A laid off employee who elects to be paid severance pay as a result of the plant closure and who would like to return to work at the new plant must apply for employment in the same manner and on the same working conditions as a new hire. If such an employee is rehired, his seniority will be that of a new hire. Consideration in the hiring process will be given to these employees prior to hiring from outside.

5. Schedule “B” - Benefits

Benefit coverage for employees who are laid off and who are not hired by an IKO affiliated company will terminate in accordance with the terms of the collective agreement. Specifically, benefits coverage, excluding Disability and the Company matched RRSP will continue as long as the employee continues paying his portion of benefits premiums through the Company office:

1. the month after the month the employee was last actively at work for employees who elect to be paid severance pay as a result of the plant closure,
2. no more than six (6) months after the employee was last actively at work for employees who do not elect to be paid severance pay as a result of the plant closure,
6. Recall rights

Employees who do not elect to be paid severance pay as a result of the plant closure will maintain a right to be recalled up until the day after the opening of the new plant.

Recall will be in accordance with Article 9.03 of the collective agreement, except, due to training needs, for Oxidizer, Coater and Laminator.

The Company will provide employees at least one month’s advance notice in writing of the date on which they are to return to work. The employee must respond in writing for receipt by the Company no later than seven calendar days of receipt of notice of recall, indicating his/her intention to return to work. If an employee does not respond within the time required, the employee will be considered to have quit.

The terms of this Agreement expire on the day that the plant resumes production operation.

Agreed to this 24th day of January 2017 in the City of Brampton

FOR THE COMPANY

FOR THE UNION

[Signatures]

[Signatures]
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PREAMBLE:

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

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

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

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

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of IKO Industries Ltd. at Brampton, Ontario, save and except supervisors, persons above the rank of supervisor, shippers, office, sales staff, students and persons working 24 hours or less per week.

1.02 The Company recognizes the Union during the term of this Agreement as the exclusive bargaining agent of the employees as covered in 1.01 above for the purpose of collective bargaining in respect of wages, hours of work, seniority, grievance procedure, and such other working conditions as may be contained herein.

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

1.04 All dues, initiation fees and assessments deducted shall be remitted to the Union no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, P.O. Box 9083 Commerce Court, Postal Station, Toronto, Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

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

(a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
(b) A list of the names of all employees from whom no deductions have been made are reasons;
(c) This information shall be sent to both Union addresses identified in Article 1.04 in such form as shall be directed by the Union to the Company.

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

1.07 The Company, when preparing T-4 slips for employees, will enter the amount of Union dues paid by the employee during the previous year.
1.08 Managers and other individuals outside the bargaining unit described in Article 1.01 above may from time to
time perform work on any job normally performed by any member of the bargaining unit for purposes of
instruction, training, development, experimentation, in cases of emergency, to address unscheduled employee
absences and to address and rectify productivity deficiencies. It is further understood and agreed that nothing in
this Agreement is intended to prevent the performance of incidental bargaining unit work by managers and
other individuals outside the bargaining unit.

1.09 It is understood and agreed that the Company retains the right to retain third parties to perform bargaining unit
work from time to time, provided that no employee covered by this Agreement is laid off or not recalled from
layoff or prevents the hiring of an employee into a vacancy as a result of a third party doing bargaining unit
work. For clarity, a third party accrues no rights and has no entitlements under this Agreement. For the
purposes of this Article, “vacancy” shall mean an absence of an employee for a period of time greater than thirty
(30) consecutive weeks, or an unfilled position due to a resignation or a termination.

ARTICLE 2 - CO-OPERATION

2.01 The Company agrees to provide the Union with notice boards upon which the Union may post notices subject
to the following conditions:

(a) No change shall be made in any such notice either by the Company or the Union after it has received
the approval of the Company.
(b) Notices shall be posted on notice boards provided by the Company for the use of the Union.
(c) The subject matter of any notice posted shall be restricted to notices of meetings, of the result of elections
pertaining to the said works, or of recreational or social activities.

2.02 The Union agrees that it will not distribute or post any pamphlets, advertising, or political matter, cards, notices
or any other kind of literature within the said works or its appurtenances except as provided in this Agreement.

2.03 The Union shall have the privilege of distributing the publication Steel Labour and other United Steel, Paper
and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
pamphlets approved by the Company in a rack provided by the Company and positioned in the lunchroom area.
For mailing purposes, the Company will provide the Union with a dated list of Union Members and address list
during December of each year.

(a) Members of the Union not exceeding two (2) in number at one time, shall be granted reasonable leave of
absence without pay for the purpose of attending conventions or Union Business and Education Programs
provided that such leave of absence should not in any event exceed one (1) month in aggregate in any year
during the term of this Agreement. The Union further agrees that such a request will not include more than
two (2) people from the same department or mill. A leave of absence form must be completed and
authorized by the Union and the Company fourteen (14) days in advance. The Company agrees to continue
the pay of any employee absent from work on Union business and the Local shall reimburse the Company
such wage payment upon receipt of a monthly statement.

(b) In each year of this agreement the Company agrees to grant two (2) members of the Union up to a
maximum of five (5) days each at regular wage rates and regular time for the purposes of attending a Union
Education Program. This shall be paid only for hours the worker would normally have worked. Those
hours paid will not be used in the calculation of total hours in that pay period. The Education leave must be
a program that is approved by the International Union Office. The Company also agrees to allow two (2)
members of the Union up to a further three (3) days unpaid for the purpose of attending a Union
Education Program. The Company agrees to continue the pay of any employee absent from work on Union
business and the Local shall reimburse the Company such wage payment upon receipt of a monthly
statement. All such leaves require prior approval by the Company.
2.04 There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion by, or on behalf of the Company, or by, or on behalf of the Union, regarding any employee in the exercise of his rights as set forth in this Agreement.

2.05 No one shall conduct Union activities during working hours except as specifically permitted in the Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

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

3.02 In the interests of the efficient operation of the said works, the Union agrees that the Company may at any time, subject to Article 5, Clause 5.02, change the hours of work, determine, or change work assignments, or methods, and select the materials to be handled, processed, or manufactured.

3.03 Any such action of the Company, which in the opinion of the Union, results in individual hardship, or injustice, may be discussed as a grievance.

3.04 The Union further recognizes the right of the Company to make and alter from time to time; rules and regulations to be observed by the Employees, provided such rules and regulations do not contravene the provisions of the Agreement.

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

3.05 The Company agrees to remove a warning notice from an employee's record after twelve (12) months of continuous employment from the date of receipt of the notice provided that a second warning notice has not been given during the twelve (12) month period. Should such a second or further notice be given prior to the twelve (12) month period expiring, all previous notices shall remain on the employee's record for a further period equal to the greater of (a) such amount of time remaining before the previous notice expires and (b) six (6) months of continuous employment from the date of the latest notice. It is understood and agreed that an absence exceeding one (1) month in duration (save and except for vacations) shall be considered a break in continuous employment and thus excluded from the twelve (12) month period.

ARTICLE 4 - REPRESENTATION

4.01 The Company agrees to recognize four (4) Union Stewards. The number of Union Stewards may be adjusted by mutual agreement. The Steward's function shall be to process grievances or complaints which may arise in the plant according to the grievance procedure as herein agreed to.

4.02 It is agreed that a Steward shall, after consultation with his supervisor, be permitted during working hours, without loss of pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances, provided that no Steward may be absent from his regular duties for more than one (1) hour in any one (1) day.

4.03 The Union shall elect and the Company agrees to recognize a Union Bargaining Committee of three (3) members. When necessary, and at the discretion of the Union, an international representative shall be recognized as a member of the Union Bargaining Committee.

4.04 The Company and the Union Grievance Committee shall meet when necessary to discuss and mutually settle any questions which may arise of importance to either part. The Union Grievance Committee members who are
on duty shall be paid their straight time rate of wages for that part of their regularly scheduled hours devoted to attendance at such meetings.

4.05 The Union shall notify the Company of the names and offices of all Union members who have authority to represent the Union and membership with respect to negotiations, grievances, and other matters arising out of this Agreement and their employment with the Company.

4.06 The Company agrees to inform the Union of persons with authority representing Management.

4.07 The Company recognizes a Union Grievance Committee consisting of one (1) Steward, the Unit Secretary and the Unit Chairperson.

ARTICLE 5 - HOURS OF WORK

5.01 This article, where it defines hours of work, shall not be construed as a guarantee of hours or work per day or per work cycle. This article shall not restrict the Company's right to schedule hours of work, including longer or shorter work days and/or work cycles, from time to time.

5.02 (a) The Company undertakes to communicate to and discuss with the Union, one (1) week in advance, any work schedule changes which the Company expects will apply for a period exceeding one (1) week—before such a change becomes effective. Any work schedule changes shall be posted on the bulletin board one (1) week in advance.

5.03 The Company changes shift schedules from time to time. The normal hours of work and rotation for an employee is as follows:

(a) The normal hours of work for an employee who is scheduled to work on an (8) hour shift shall be forty (40) hours within a consecutive seven (7) day period and the normal work day shall consist of eight (8) consecutive hours, exclusive of any meal period.

(b) For an employee working on continuous operations, the normal hours of work for an employee who is scheduled to work on an (8) hour shift shall be forty (40) hours within a consecutive seven (7) day period and the normal work day shall consist of eight (8) consecutive hours, inclusive of any meal period.

(c) The normal hours of work for an employee who is scheduled to work on a ten (10) hour shift shall be forty (40) hours within a consecutive seven (7) day period and the normal work day shall consist of ten (10) consecutive hours, exclusive of any meal period.

(d) The normal hours of work for an employee who is scheduled to work on a twelve (12) hour shift schedule shall be eighty-four (84) hours within a consecutive fourteen (14) day period, and the normal work day shall consist of a combination of twelve (12) consecutive hours, exclusive of any meal period and eight (8) consecutive hours, exclusive of any meal period.

(e) For an employee working on continuous operations, the normal hours of work for an employee who is scheduled to work on a twelve (12) hour shift during a four (4) shift rotation schedule shall be eighty-four (84) hours within a consecutive fourteen (14) day period, and the normal work day shall consist of twelve (12) consecutive hours, inclusive of any meal period.

(f) The normal hours of work for an employee who is scheduled to work on a twelve (12) hour shift during a three (3) shift rotation schedule shall be one-hundred and twenty (120) hours within a consecutive twenty-one (21) day period, and the normal work day shall consist of twelve (12) consecutive hours, inclusive of any meal period.

5.04 The work day means any period of twenty-four (24) hours beginning at 7:00 am to 7:00 am or at the regular hour of changing shifts nearest to 7:00 am.
5.05 The work cycle means a period of seven (7) calendar days beginning at 7:00 am Monday or at the regular shift change closest to 7:00 am. However,

(a) If a twelve (12) hour shift in a twenty-four (24) hour continuous operation is scheduled using a four (4) shift operating schedule, Sunday at 7:00 a.m. or the regular shift change closest to 7:00 am will be considered the beginning of the work cycle.

(b) If a twelve (12) hour shift in a twenty-four (24) hour continuous operation is scheduled using a three (3) shift operating schedule, Monday at 7:00 a.m. or the regular shift change closest to 7:00 am will be considered the beginning of the work cycle.

5.06 An employee working on continuous operations will be allowed a twenty (20) minute lunch period paid by the Company which may be spent away from the assigned work station if the employee chooses, provided that this does not interfere with the continuous plant operation. An employee on eight (8) hour shifts will be expected to relieve another employee between the beginning of the fourth (4th) hour and the end of the fifth (5th) hour of his shift provided that this does not interfere with the continuous plant operation. An employee on twelve (12) hour shifts will be expected to relieve another employee between the beginning of the fifth (5th) hour and the end of the seventh (7th) hour of his shift provided that this does not interfere with the continuous plant operation.

5.07 For the purposes of this Agreement and any excess hours and averaging agreement between the parties, a “Shift Schedule Rotation” means a period of one (1) to four (4) work cycles, as the case may be, to which an employee is scheduled.

ARTICLE 6 - OVERTIME AND ALLOWANCES

6.01 Hours of work for all employees included in the Classification Table in Schedule “A” are averaged over their entire Shift Schedule Rotation (not to exceed four (4) work cycles) for the purpose of determining and calculating overtime and / or premium pay entitlements under the Collective Bargaining Agreement (see attached Memorandum of Agreement on Excess Hours and Averaging Agreement).

Subject to any hours of work averaging agreement between the parties, the following overtime rates shall be payable to an employee:

(a) 8 hours per day work schedule

One and one half (1 ½) times the employee’s regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours average per work cycle.

(b) 10 hours per day work schedule

One and one half (1 ½) times the employee’s regular hourly rate shall be paid for all hours worked in excess of ten (10) hours per day or forty (40) hours average per work cycle.

(c) 12 hours per day work schedule

One and one half (1 ½) times the employee’s regular hourly rate shall be paid for all hours worked in excess of twelve (12) hours per day or forty (40) hours average per work cycle.

(d) An absence of one (1) hour in one (1) work cycle of a Shift Schedule Rotation does not affect any other work cycles of a Shift Schedule Rotation for the purposes of calculation of overtime at one and one-half time regular wage.
6.02 It is agreed that there shall be no pyramiding of overtime hours for premium purposes. Any hours worked for which overtime has been paid, should be deducted from any weekly computation of overtime hours.

6.03 On eight (8) hour shifts, an employee whose regular shift starts between 10:00 pm and 5:59 am shall be paid a night shift premium of seventy-five (75) cents per hour worked.

On twelve (12) hour shifts, an employee whose regular shift starts between 5:00 pm and 4:59 am shall be paid a night shift premium of fifty-five (55) cents per hour worked.

6.04 Holiday pay as set forth in Article 7, shall be counted as hours worked for the purpose of computing overtime pay.

6.05 If an employee is requested to work more than two (2) hours extra time after his scheduled shift which may include scheduled overtime, he will be entitled to a meal allowance of $7.50.

6.06 Employees classified as "maintenance" will be given a five (5) minute wash up period prior to the end of their shift. All other employees are expected to remain on the job until the end of their shift.

6.07 An employee must be given twenty-four (24) hours notice of a shift or schedule change or be paid for his first new scheduled shift at the rate of time and one-half (1-1/2) except in a case of an emergency. Spare employees are excluded from this provision.

6.08 If an employee is requested to return to work after he has returned to his home, before his regular starting time, he shall be paid for such hours worked outside his regular shift at the rate of time and one-half (1-1/2) or a minimum of four (4) hours at regular time, whichever is greater. If the minimum guarantee is greater, hours worked will not count in any overtime calculated by day or week. However, this clause will apply to employee requested after leaving work to report early for his regular shift, as long as the employee reports to work within (60) minutes of being requested.

6.09 Permanent vacancies within a classification in all mills will be posted for a period of seven (7) calendar days. Each employee who wishes to apply for a vacant position must complete and submit an application form to the Company. No applications will be accepted for the vacant posting after the deadline date stipulated in the posting. The Company may fill a permanent vacancy on a temporary basis. The Union will be notified within fourteen (14) calendar days of the results of the posting. In the event the successful candidate is not moved to his new position within a period of three (3) calendar months after being advised that his candidacy was successful, he shall be paid the rate of the job posted into, if greater, for each hour worked after expiry of three (3) calendar month period.

Job postings will specify the vacant job within the classification.

In considering applications for a permanent vacancy, the Company will consider the following factors:

(a) Skills, abilities and qualifications, or the employee’s ability to acquire the skills, abilities and qualifications within a training period of 10 working days; and

(b) Seniority.

In the event that factor a) above is for all intents and purposes equal as between any two (2) or more applicants, then factor b) shall govern. In addition, employees with less than 18 months service shall not be considered for a permanent vacancy unless no other applicants with more than 18 months of service have applied.

6.10 An employee requested to work on his scheduled day off shall be given two (2) days notice except in cases of emergency.

6.11 Maintenance A1 and A employees may be required to carry and respond to a call-in device on a rotational basis. The employee designated to carry the device will receive $7.00 per day to a maximum of $49.00 per work cycle
to carry and respond to the call-in device. It is agreed and understood, however, that the Company may assign any maintenance employee already at the plant to do available work, instead of initiating a call-in.

6.12 For the purpose of Articles 6.07 and 6.10 the term "emergency" is defined as:
Acts of God, or natural disasters, acts of terrorism or sabotage, fire or explosions, floods internally or externally created, electrical power failure, gas or oil curtailment, impeded water supply, impairment of the fire protection systems, hazardous spills or tank/pipe ruptures, abnormal major equipment failure or any structural damage caused by any of the above or other factors beyond our control.

6.13 Where an employee is transferred to a higher classification and is not found to be satisfactory in that position, he will revert to his previous classification and rate within three (3) months and be given a justifiable reason.

ARTICLE 7 - PLANT HOLIDAYS

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

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<th>Day</th>
<th>Rate</th>
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<tbody>
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<td>New Year’s Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Civic Holiday</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td></td>
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</table>

Three (3) floating holidays will be scheduled between December 19th and January 5th inclusively. The Company will continue the current practice of not scheduling a floating holiday on an employee’s regularly scheduled day off. If required by the Company, Maintenance employees must work on floating holiday days.

It is understood that for employees working on continuous operations and when operating on either a three (3) shift rotation or a four (4) shift rotation, the Company will not pay more than eight (8) hours holiday pay for any holiday or groups of days, except for two (2) floating holidays above to be paid at twelve (12) hours for those employees scheduled to work on twelve (12) hour shift rotation.

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

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

The Company will continue its current practice of not scheduling a floater floating holidays on employees’ regular scheduled days off.

7.02 However, An employee shall not be entitled to be paid for such holiday:

(a) If he does not work on the holiday when he has been given one (1) week advance notice from June to October and at other times two (2) weeks advance notice of work schedule and has been requested to do so, or

(b) If an employee is absent or fails to work the full scheduled work day immediately preceding or succeeding a plant holiday day, unless the absence or failure is due to bereavement or jury duty, in accordance with Article 15, or a medical reason supported by a doctor’s note if requested, or

(c) If he is absent for any reason, except vacation, or first week sickness and not receiving sickness benefits on both scheduled working days immediately preceding or succeeding the holiday, or

(d) If the holiday occurs while he is on leave of absence, or
If he has been employed by the Company for less than three hundred and sixty (360) worked hours.

All employees required to work on the above plant holidays will be paid at the rate of time and one half (1-1/2) for all hours worked, plus holiday pay.

If an employee is on vacation when a paid holiday occurs, the employee will be paid for the holiday or he will be granted an additional day off with pay, provided he is otherwise to be paid for that holiday.

The foregoing is at management discretion and on condition that there is a minimum of two fully qualified employees on shift and is subject to the employee providing the Company with two (2) weeks written notice prior to taking the holiday, no more than two (2) employees from the same operation being off at the same time and the holiday being taken within two (2) months from the date of the original holiday. No training will be provided for the coverage. In a dispute between employees as to when a day in lieu of holiday is to be taken, seniority will prevail.

No bargaining unit employee shall be required to work on Christmas Day or on New Year's Day (as defined below) as long as the written request is made a minimum of 14 calendar days in advance of the day. New Year's Day is defined as from 7 pm on New Year's Eve until 7 pm on New Year's Day. Notwithstanding the foregoing, it is agreed that there shall always be one (1) maintenance employee available to work on a call-in basis on Christmas Day and/or New Year's Day for each Mill. In the event all maintenance employees request the days off, the maintenance employee with the least seniority on each Mill shall rotate, commencing with the least senior employee, each year and be on call and available to work when called for work on such days. It is understood and agreed that if a junior maintenance employee was assigned to be on call and available for work if called for such days one calendar year, then that employee shall not be required to be on call for such days the next calendar year. Rather, the next most junior employee shall be available and on call and available for work on such days the next calendar year if no other maintenance employee has volunteered to be on call.

ARTICLE 8 - WAGES AND CLASSIFICATIONS

8.01 The classification of all occupations and the wage rates appear in Schedule "A" attached hereto, which is part of this Agreement, and which is signed for identification by the parties hereto.

8.02 The Company and the Employees shall pay their portion, as agreed, of the premium costs of the benefits set out in Schedule "B" attached hereto and forming part of this Agreement.

ARTICLE 9 - SENIORITY

9.01 An employee shall acquire seniority status effective the commencement of employment after he has completed a probationary period of six hundred (600) hours worked, or extension of probationary period, if mutually agreed upon. For purposes of payroll, rate change day will be deemed to begin at the beginning of the first pay period after six hundred (600) hours are worked. Employees who have the same date of hire will be ranked in the seniority list in accordance with:

(a) Scheduled start time of 1st shift worked after most recent hire.

(b) Alphabetical order of last name at date of most recent hire.

9.02 An employee will lose his seniority and his employment will be terminated if his services are interrupted for any of the following reasons:

(a) He quits his employment.

(b) He is discharged and not reinstated via the grievance procedure or arbitration.
(c) He is absent for three (3) consecutive working days without reasonable cause.

(d) He is on lay-off and fails to return to work within five (5) consecutive scheduled working days without reasonable cause after being recalled by the Company by either registered mail or certified mail to his last known address. It shall be the responsibility of the employee to keep the Company informed of his current address.

(e) He has been continuously unemployed by the Company for any reason for a period equal to his current period of consecutive employment with the Company, but in no event shall such period of unemployment exceed twelve (12) months plus two (2) months for each of the employee's year of service to a maximum of twenty-four (24) months if he is unemployed for any reason other than disability. This article, as it affects employees off work through illness or disability, shall be read in conjunction with applicable provincial legislation and any statute providing an employee with a greater right of recall of reemployment shall take precedence over this article. All incumbent employees who are currently absent due to sickness or accident and were over 24 months absent, as of January 20, 2007, will be grandfathered at twelve (12) months plus two (2) months for each year of service.”

(f) If he does not report for work upon expiration of any authorized leave of absence without reasonable cause.

(g) If an Employee works elsewhere during an authorized leave of absence without the written consent of the Company.

9.03 Seniority shall govern on all occasions when a lay-off or promotion to a classification, except Mechanic A1, Maintenance A1, Maintenance A, Maintenance B and Oxidizer, included in Schedule “A” occurs or a recall occurs, provided however, that the senior employee is qualified to do the work. The Company agrees to advise the Union upon request of the reasons for its decision.

9.04 It shall be the responsibility of the employee to keep the Company informed of his current address.

9.05 The Company agrees to post seniority lists showing the seniority status of each employee, and to furnish a copy of such list to the Union every six (6) months.

9.06 The Company agrees to alter the seniority lists from time to time and to change any errors therein whenever proof of error is submitted by the Union, or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

9.07 An employee transferring to a position outside the bargaining unit shall lose his seniority after nine (9) months.

9.08 The Company may grant leave of absence in writing to any employee for legitimate personal reasons for a reasonable period and any person who is absent with such written permission from the Company shall not be considered to be laid off for the purposes of seniority and shall continue to accumulate seniority during his absence.

9.09 The Company shall provide six (6) calendar days notice or pay equal to any pay lost for the same period in lieu of such notice prior to lay-off unless such lay-off becomes necessary due to emergency shutdown of the plant.

9.10 In the event of a lay-off and so long as there is work available which in the opinion of the Company, two (2) Union Stewards and the Unit Chairperson are able to perform, these individuals shall be considered as having leading seniority only as applied to lay-off and recall after lay-off.
ARTICLE 10 - SAFETY AND HEALTH

10.01 The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices as the Company require to be worn and other equipment which, in the opinion of the Company, is necessary to protect the employee from injury, shall be provided by the Company.

10.02 The Company agrees to contribute towards the cost of safety boots to each employee upon receipt of a bona fide, written proof of purchase on the following conditions:

(a) Maximum annual Company contribution for the purchase of safety boots will be one hundred and fifty dollars ($150.00) effective on the date of Ratification.

(b) For those who work more than 6 months in a year in the oxidizer position or the coater position, or a combination of each totaling 6 months in a year, these amounts for safety boots will be provided every nine (9) months.

(c) For Maintenance employees, these amounts for safety boots will be provided every nine (9) months.

(d) The safety boots shall not be worn, when employee is not actively engaged in Company work.

The wearing of safety boots is compulsory for all plant employees. If an employee leaves the Company prior to the expiration of six (6) months from the date of receiving his last pair of boots, the prorated cost of the boots will be deducted from his final pay cheque.

10.03 An employee hurt in an industrial accident requiring medical attention shall consult with his supervisor, and if sent home by outside medical advise, be paid for the time lost for the balance of the regular shift on which he was injured at his regular hourly earnings. If, however, he is returned to work, he shall be paid only for such time lost.

10.04 It is not the intent of the above provision to make the Company responsible for the payment of such time and transportation which is compensated by the Workplace Safety and Insurance Board.

10.05 The Company shall supply and maintain coveralls for any employee who requests them and pays a yearly fee of five (5) dollars. The fee shall be deducted from the first pay period in May or when the employee makes a new request for coveralls.

10.06 Wearing Apparel - The Company shall provide raincoats and parkas for employees who are requested to work outdoors.

10.07 A Safety Committee composed of one (1) Union representative from each mill (Roofing Mill and Saturator Line) and an equal number from Management shall meet once every month to discuss and review safety and health. There shall be no loss of pay by employees attending the meetings.

This committee will be co-chaired by a "certified member" from both the Union and Management. The Committee will undertake to inform the bargaining unit of any changes to the Occupational Health and Safety Act that occur during the term of the Agreement.

10.08 All lost time accidents shall be investigated by the Company and Union certified members of the J.H.S.C., or their designate, at the place where the accident occurred. The Company and the Union will, in advance, notify each other of the name of their designate.

10.09 Safety prescription glasses
Safety prescription glasses will be provided to employees to a maximum Company contribution of $165.00 every two (2) years, except that for Coster Operator and Back End Lead Hand the Company will reimburse $90 for lens replacement in the second year.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Any dispute, grievance, or misunderstanding (hereinafter called a "Grievance"), involving occupational classification, wages, seniority, hours of work or alleged violation of the provisions of this Agreement, which any employee, or group of employees may desire to discuss and adjust with the Company shall be handled as follows, save and except for policy/group grievances or grievances alleging unjust termination which shall proceed immediately to Step No. 2:

STEP NO. 1

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

STEP NO. 2

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

STEP NO. 3

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

11.02 All decisions arrived at by agreement between the representative, or representatives of the Company, and the Union Grievance Committee with respect to grievances, shall be made in writing, and shall be final and binding upon the Company and the Union.

11.03 It is understood that no grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) calendar days before the filing of the grievance.

11.04 The discharge of an employee may be submitted as a grievance under Step No. 3, provided it is filed within five (5) calendar days of the date of discharge.

ARTICLE 12 - ARBITRATION

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

12.02 The arbitration procedure shall be based on the use of a single Arbitrator.

12.03 When either party refers a grievance to arbitration, they shall propose three (3) acceptable Arbitrators. If none of the three (3) proposed Arbitrators are acceptable to the other party, they shall propose three (3) Arbitrators. If
an acceptable Arbitrator is not agreed upon within five (5) calendar days, the parties may submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.

12.04 The decision of the Arbitrator on the matter at issue will be final and binding on both parties, but in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect. However, where an Arbitrator determines that an employee has been discharged or otherwise disciplined by the Company for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable on all circumstances.

12.05 Each party shall pay its own costs and the fees and expenses of witnesses called by it and its representatives. The fees and expenses of the Arbitrator shall be shared equally between the parties.

12.06 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and employees' attendance and discipline records, if authorized by the employee. All reasonable arrangements will be made to permit conferring parties or the Arbitrator, to have access to the plant to view the disputed operation and confer with necessary witnesses.

ARTICLE 13 - VACATIONS

13.01 An employee who has been continuously employed for less than five (5) years shall receive vacation pay according to the Employment Standards Act (Ontario).

13.02 For the purpose of calculating vacation entitlement, the cut-off date shall be June 30th of the previous year.

13.03 An employee who has been continuously employed by the Company for five (5) years or more on July 1st will receive three (3) weeks vacation with pay at the rate of six (6) percent of their earnings for the period between July 1st of the previous calendar year and June 30th of the current calendar year, or if the employee has a minimum of twelve hundred (1,200) hours worked - three (3) weeks pay at the employees regular straight time hourly rate, whichever is greater.

13.04 An employee who has been continuously employed by the Company for twelve (12) years or more on July 1st shall receive four (4) weeks vacation with pay at the rate of eight (8) percent of their earnings for the period between July 1st of the previous calendar year and June 30th of the current calendar year, or if the employee has a minimum of twelve hundred (1,200) hours worked - four (4) weeks pay at the employees regular straight time hourly rate, whichever is greater.

13.05 An employee who has been continuously employed by the Company for twenty-two (22) years or more on July 1st shall receive five (5) weeks vacation with pay at the rate of ten (10) percent of their earnings for the period between July 1st of the previous calendar year and June 30th of the current calendar year, or if the employee has a minimum of twelve hundred (1,200) hours worked - five (5) weeks pay at the employees regular straight time hourly rate, whichever is greater. If an employee terminates his employment with the Company, he shall be paid the amount of his accrued vacation pay.

13.06 If an employee terminates his employment with the Company, he shall be paid the amount of his accrued vacation pay.

13.07 It is understood and mutually agreed between the Company and the Union that the peak vacation period shall be between July 1st and September 1st of each year, but no more than two (2) employees to be away from each operation at any one time and vacation will only be granted if fully qualified coverage is available. No training will be provided for the coverage. In the event of a dispute over bidding for vacations, seniority shall prevail.

13.08 At all times, the Company reserves the right to limit vacations to two (2) consecutive weeks and no more than two (2) employees to be away from each operation at any one time. Any vacation longer than two (2) weeks, requires a minimum of sixty (60) days notice.
ARTICLE 14 - UNION SECURITY

14.01 It is agreed by the parties that as a condition of employment, after thirty (30) calendar days, all employees of the Company shall be required to authorize the Company, in writing, to deduct from the employee's weekly pay, Union dues and initiation fee as prescribed by the constitution of the Union.

14.02 Union dues shall be deducted from the employees on the first pay day of the month following thirty (30) calendar days of employment.

14.03 The Company shall deduct Union dues from the said employees, and promptly remit same to the Union together with a list of employees whose dues are being so deducted, with a copy to the President.

14.04 The employee may authorize the Company to deduct from his pay, contributions toward the Steel Workers Humanity Fund. The Company agrees to match any employee contribution up to a maximum of twenty-one (21) dollars per year. The Company will be informed as to where their contribution will be going and have the right to veto any charity they do not approve.

The employee may cancel his contributions upon submitting a written request at which time the Company's contribution for that employee is also cancelled.

14.05 The Union agrees to defend, indemnify and hold the Company harmless against any claim or liability arising from the administration of Article 14 of this Agreement.

ARTICLE 15 - BEREAVEMENT LEAVE AND JURY DUTY

15.01 (a) An employee who suffers the death of a spouse or a child shall be allowed seven (7) consecutive calendar days' leave of absence beginning on the day of death. The employee shall not lose any money he normally would have received working regular hours in that period. (For the purpose of this article "spouse" shall be defined as in Family Law Act of Ontario).

(b) An employee who suffers the death of a father or mother shall be allowed three (3) working days bereavement leave with pay.

(c) An employee who suffers the death of a brother, step brother, sister, step sister, father-in-law, mother-in-law, grandfather, grandmother, grandchild or step grandchild shall be allowed up to three (3) working days bereavement leave without loss of pay provided that:

i) The last day of such leave is no later than the day after the funeral or service.

ii) Such three (3) days would otherwise have been regular working days for the employee.

iii) Employee attends the funeral or service.

(d) If under 15.01 (c), the employee is unable to attend the funeral or service, he shall be allowed one (1) day bereavement leave with pay.

15.02 If an employee is summoned or subpoenaed for Jury Duty or subpoenaed for attendance at Court as a Crown Witness, the Company shall grant the employee leave of absence with pay, which shall be the difference between his regular pay and monies received for Jury Duty. The Company must be properly notified of such leave of absence and the employee is expected to report for work during periods he is excused from Jury Duty or attendance at Court as a Crown Witness.

ARTICLE 16 - APPRENTICESHIP PROGRAM

16.01 The Company wishes, where business permits, to maintain an Apprenticeship Program to develop Certificate of Qualification journeyman for use in the Brampton plant.
16.02 The number of apprentices required for each or any trade, and the number of apprentices at any level within any trade shall be determined solely by the Company. An apprentice accepted into the Program will be allowed to progress through the full apprenticeship, subject to the provisions of the entire Apprenticeship Program.

16.03 An applicant for an apprenticeship, who is not successfully selected in one posting, can apply for the next posting provided that the applicant is successful in passing the required tests in not more than two attempts.

16.04 Any existing production employee and/or new employee transferred via job posting into Maintenance Department to enter into the Apprenticeship Program must pass the Company's written Mechanical Aptitude and Reasoning tests for Apprenticeships, and all revisions thereto, and meet all criteria set by the Ministry of Training, Colleges and Universities (or similar government agencies) and the Company to qualify for an Apprenticeship program.

16.05 Standards for entry in the Program shall be as shown for the position of Pre-Apprentice; however, the successful candidate must be recognized as having the potential to successfully complete the Apprenticeship Program.

16.06 Each applicant accepted into the Program shall, together with the Company, execute the Apprenticeship Agreement required by the Apprenticeship Branch of Ontario. The Apprenticeship Branch of the Ontario Department of Labour shall determine the level at which any apprentice shall be placed in the Program, and the trade experience allowed.

16.07 An existing or employee transferred via internal job posting into Maintenance and accepted into the Program shall be on probation for the first six (6) calendar months in the Program. An apprentice may be removed from the Program and his Apprenticeship Agreement cancelled during such probationary period for poor performance, just cause, or upon the request of the Employee. If the apprentice ceases to be in the Program, he shall be returned to the job classification he left to join the Apprenticeship Program and other employees who may be affected shall also return to their former jobs.

16.08 Job Performance will be continually monitored and performance must be maintained at a satisfactory level or higher or the Company may, at its sole discretion, remove the employee from the Apprenticeship Program and the employee will be integrated back into the production environment, and paid the rate of that classification.

16.09 The use of apprentices does not guarantee a full time position at the Company at the end of the apprenticeship. If vacancies exist, apprentices who successfully achieve a Certificate of Qualification will be integrated where business needs dictate. Where a position does not exist, the employee will be offered to be integrated back into the production environment as a spare and paid the rate of that classification.

16.10 If the employee has completed or partly completed the apprenticeship school portion recognized by the Ministry of Training, Colleges and Universities and the Company, but has inadequate shop time, the worked hours will be used as criteria for the relative scale of pay until the school hours match the work hours. All work hours for the apprenticeship will not include Vacation time, Leave of Absence time or School time.

16.11 If an employee fails a school term, the apprenticeship will be cancelled between the Company and the Employee. The employee will be integrated back into the production environment as a spare, and paid the rate of that classification.

16.12 If, after the probationary period, an apprentice decides to quit or withdraw from the Apprenticeship Agreement, the employee will be severed in accordance with the Employment Standards Act, 2000 (ESA).

16.13 An apprenticeship period shall normally take four (4) years, depending in the trade taken. Any apprentice not passing the Ontario Certificate of Qualification exam will be allowed to work in the Maintenance Department until the next eligible sitting for the Certification exam. Failure at this sitting will mean removal from the Program and if an available position exists, the employee can, at the Company's sole discretion, be integrated back into the production environment, and paid the rate of that classification.
16.14 A graduate has a maximum of twenty four (24) months after graduating with a passing grade from the third year of apprenticeship school to pass their Ontario Certificate of Qualification.

If a graduate does not pass the Ontario Certificate of Qualification within twenty four (24) months and a position exists, the graduate will be offered an “A” Maintenance position (or equivalent) provided there is a need, as determined by the Company. If the graduate refuses the position, they will be severed in accordance with the ESA.

16.15 A successful applicant entering the Apprenticeship Program will be required to sign an agreement, which contains all of the stipulations included in this agreement. The agreement will be signed by a representative of both the Company and Union.

16.16 The apprentice shall start at the average overtime hours of the department for purposes of allocating overtime, and shall be offered overtime only after all full time maintenance personnel have been offered any overtime.

In addition, in a situation of a maintenance layoff, the apprentices’ service in the maintenance shop shall be considered, and not their seniority within the plant while they are an apprentice and up to the time they receive in writing, his or her Certificate of Qualification. For the plant lay-off, he/she will be protected as per 9.03.

16.17 The apprentice will work in the department assigned, and this will not require any additional monitoring or supervision by any other maintenance employee. For greater clarity, no overtime will be required to train or monitor this apprentice.

16.18 An IKO apprentice shall take only the four (4) consecutive months of schooling for the first two (2) years of the apprenticeship. After successful completion of the first two years of the apprenticeship, the IKO apprentice may be offered the choice of:

a. Taking school on a one day per week basis, if available
b. Taking periods of up to four (4) consecutive months for schooling, if available
c. Any combination of the above, each for at least a period that coincides with a full set of courses

16.19 To clarify, when an IKO apprentice working at IKO Brampton plant selects to take school one day per week, that IKO apprentice shall be permitted, at only the Company’s request and need, to make up any regular scheduled hours lost as a result of the training on his regular scheduled day off. Such work, will not be deemed overtime, and does not require that any other individual be offered overtime first.

16.20 Pay Rates and Levels:

Pre-Apprentice: Labour rate for six (6) months. Any IKO employees to enter into the Apprenticeship Program must pass the Company’s written Mechanical Aptitude and Reasoning tests for Apprenticeships, and meet all criteria set by the Ministry of Training, Colleges and Universities (or similar government agencies) and the Company to qualify for an Apprenticeship program.

Level 1: 84% of minimum starting rate of Maintenance "A" (excluding the trade premium). At least six (6) months service as part of the Maintenance department or the apprentice shop. Registered in a Ministry of Education approved apprenticeship program approved by the Company.

Level 2: 86% of minimum starting rate of Maintenance "A" (excluding the trade premium). 2,000 hours minimum shop time or accredited hours recognized by the Ministry of Education and the Company. Enrolled in the first year of Apprenticeship School.

Level 3: 89% of minimum starting rate of Maintenance "A" (excluding the trade premium). 4,000 hours minimum shop time or accredited hours recognized by the Ministry of Education and the Company. A passing grade in the first year and enrolled in the second year of Apprenticeship School.
Level 4: 92% of minimum starting rate of Maintenance "A" (excluding the trade premium). 6,000 hours minimum shop time or accredited hours recognized by the Ministry of Education and the Company. A passing grade in the second year and enrolled in the third year of Apprenticeship School.

Level 5: 95% of minimum starting rate of Maintenance "A" (excluding the trade premium). 8,000 hours minimum shop time or accredited hours recognized by the Ministry of Education and the Company. A passing grade in the third year Apprenticeship School.

Certificate: A qualified maintenance person who has an Ontario Certificate in a recognized trade or equivalent recognized by the Ministry of Education and the Company.

Upon successfully achieving the certificate of qualification after January 21, 2012, the mechanic will be placed in Maintenance A1 classification. After 2000 hours of shop time working as a Mechanic A1, that Mechanic will receive a total C of Q allowance of $2.00 per hour over the current Mechanic A1 hourly rate. And after 4000 hours of shop time working as a Mechanic A1, that mechanic will receive a total C of Q allowance of $3.00 per hour over the current Mechanic A1 hourly rate.

16.21 FOR NEW EMPLOYEES HIRED FROM OUTSIDE OF THE COMPANY:

16.21.1. A new employee accepted into the Program shall be on probation for the first six (6) calendar months in the Program. An apprentice may be removed from the Program and his Apprenticeship Agreement cancelled during such probationary period for poor performance, just cause, or upon the request of the Employee. If the apprentice ceases to be in the Program, his employment may be terminated (as per the discretion of the Company) subject to the ESA.

16.21.2. If a new employee fails a school term, the apprenticeship will be cancelled between the Company and the Employee. The employee may be terminated (as per the discretion of the Company) subject to the ESA.

16.21.3. If a graduate does not pass the Ontario Certificate of Qualification within twenty four (24) months or if the graduate refuses the position, he may be terminated (as per the discretion of the Company) subject to the ESA.

ARTICLE 17 - NO STRIKE OR LOCK-OUT

17.01 In view of the orderly procedure set out herein for dealing with employees' grievances the Union undertakes that there will be no strike, refusal to work, work stoppage, sit down, slow down, or any other activity which would restrict or limit production by any of the employees during the term of this Agreement, and the Company agrees that there will be no lock-out of its employees.
ARTICLE 18 - DURATION OF AGREEMENT

18.01 This Agreement shall become effective as of the date of ratification (January 29, 2012) and shall remain in effect up to and including the twentieth (20th) day of January 2017, and shall automatically renew itself from year to year thereafter unless written notice of the desire to terminate the Agreement or to amend any portion of any of the terms hereof is given by either party to the other, within ninety (90) days prior to the twentieth (20th) day of January, 2017, or within ninety (90) days prior to the expiration of any such renewal periods thereafter. The parties agree to begin negotiations within ten (10) working days after such notification.

Signed this _____ day of ________, 2012______, in the City of Brampton.

FOR THE COMPANY: ____________________________

FOR THE UNION: ____________________________
IKO INDUSTRIES LIMITED
BRAMPTON
SCHEDULE "A"
WAGE CLASSIFICATION AND RATES

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* Examples of LEVEL 1 (List is not exhaustive): Oxidizer Operator, Coater Operator, Laminator Cutter Operator, and B1 Dry End Lead Hand

** Examples of LEVEL 2 (List is not exhaustive): B1: Dry Felt, 3-tab Cutter, Packaging (Wrapper, Palletizer, Forklift)
B4: All B4 Operators including Lead Hand and B1 Lead Hand (Packaging)

*** Examples of LEVEL 3 (List is not exhaustive): Kegging Operator

**** Examples of LEVEL 4 (List is not exhaustive): Janitor

NOTES:

a. Currently, the plant has 3-tab technology. When the plant runs Laminate Technology, the Laminator Cutter Operator rate will apply.
b. When the plant runs Laminate Technology, the existing Cutter Operator must qualify for the Laminator Cutter Operator
c. Employees in the 3-tab Cutter Operator and Packaging Operator jobs must become qualified to work in both of these jobs and will be assigned to their job as required by the Company.
d. When the plant runs Laminate technology, the Dry End Lead Hand would be paid the Level 1 classification rate. Prior to this the Dry End Lead Hands will be paid the Level 2 classification rate.

1. (a) Despite the hourly rates noted above, new maintenance employees with a related C of Q shall be paid as follows:
   i) First six months of employment – Maintenance “B” rate plus C of Q allowance.
   ii) Second six months of employment – Maintenance “A” rate plus C of Q allowance.
   iii) After 12 months of employment – Maintenance “A1” rate plus C of Q allowance.

   (b) Despite the hourly rates noted above, during their probationary period, new employees’ hourly rates shall be calculated as follows:
   i) For new employees: First 300 hours of employment: $2.00 per hour less than LEVEL 2 rate as shown in Schedule “A”, except for Maintenance employees as per above.
ii) For new employees: Second 300 hours of employment: $1.00 per hour less than LEVEL 2 rate as shown in Schedule “A”, except for Maintenance employees as per above.

2. An employee designated by the Company as a Lead Hand will be paid forty (40) dollars per week extra above his classification pay. The Lead Hand must actively perform the role of the Lead Hand for more than (50) percent of the time during the week in question to qualify for the Lead Hand pay. Lead Hands do not have the authority to hire, discharge, suspend, discipline, promote or demote employees, however, any Lead Hand designated by the Company to direct a crew, without a regular supervisor on shift, for a period of three (3) or more consecutive days will be paid at double-leadhand premium. This premium will apply to production leadhands in the B4 Mill.

3. An employee who has completed probation and who is transferred to a higher rated job on a permanent basis shall be paid his existing rate for a period of two (2) pay periods and shall receive the new job rate on his third (3rd) pay period after the transfer.

4. To be classed as Maintenance A1, an employee must have an Ontario Certificate of Qualification as an Industrial Mechanic (Millwright) or equivalent or an Ontario Certificate of Qualification as an Industrial Electrician, or an Electrical Technician or Electrical Technologist certificate from Ministry of Training, Colleges and Universities (or similar government agencies) shall be paid as per Schedule A – Hourly Rates and Trade Premiums and as follows:

   (a) A trade person with any of the above mentioned certificates hired directly in to the maintenance department must show the continued application on all required skills in the first year of employment to be promoted to the A rate. If during the first year, at the sole discretion of the Company, the trade person has not displayed the requisite skill and ability, the employee will be terminated according to the ESA.

5. Maintenance Employee Tool Allowance: All maintenance employees are expected to have and maintain a complete set of tools in order to perform their duties effectively and safely. Maintenance employees shall be reimbursed up to the allowance specified below during each year of the Agreement for the purchase of approved tools (including specifically those listed in Appendix A or Appendix B hereof), upon receipt by the Company of a written receipt evidencing such expense. It is recognized that tools may be lost, stolen, or simply wear out. To offset the cost of replacing these tools the Company will provide a yearly allowance up to a maximum as follows:

   **Annual Tool Allowance:**

<table>
<thead>
<tr>
<th>Skilled Group</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance A, A1</td>
<td>$175.00</td>
</tr>
<tr>
<td>Maintenance B</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

All maintenance and electrical employees will have, in good working condition, the attached lists of tools (Appendix A or Appendix B), available at all times in their toolboxes.

6. If there is a permanent job vacancy for which the Company, in its sole discretion, decides to post and fill, the following will apply:

   (i) In the B1 Roofing Mill:
       (a) Oxidizer Operator, Laminator Cutter Operator and Coater Operator jobs will be posted individually within the Company, as “LEVEL 1”.
       (b) 3-tab Cutter Operator, Packaging Operator (formally referred to as Wrapper, Palletizer and Forklift Operator) and Dry Felt Operator jobs will be posted within the Company, as “LEVEL 2”.

   (ii) In B4 Saturator Mill:
       (a) Dry Felt Operator will be posted individually within the Company.
(b) Packaging Operator (formally referred to as Palletizer & Winder Operator) jobs will be posted as "LEVEL 2" within the Company.

SCHEDULE "B" - BENEFITS

Employees who have completed their probationary period are eligible to group benefit coverage further described below. The Company agrees to pay its share of premiums for the following group benefit coverage, provided that employee(s) contribute his share of premiums.

Benefits are subject to the terms and conditions of the underlying insurance plans and policies. Therefore, in the event of inconsistency between any terms of this Agreement and the underlying insurance policies, the underlying insurance policies shall govern.

The sole responsibility of the Company hereunder shall be the payment of its share of premiums for the benefits summarized below.

I - GROUP INSURANCE

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>Premiums Employee's Portion</th>
<th>Premiums Company's Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Life Insurance 45,000</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>AD &amp; D 45,000</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Optional Spousal Coverage is available pursuant to the terms and conditions of insurance carrier</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>2. Weekly Indemnity 1-1-8-26</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Payment is 55% of regular earnings up to the maximum employment insurance benefit available under the Employment Insurance Act.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Major Medical</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Note: This major medical plan reimburses 80% of eligible claims for the first $1500 per plan year and 100% of claims for the balance of the year. The maximum annual cost to an employee is $300 per year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drug Card: Supplied. With the use of the drug card, employees pay the non-insured portion of the claim. Maximum dispensing reimbursement of $8.00.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Basic Dental:</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Level 1 - Basic Services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- reimburses 100% of eligible claims</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 2 - Supplementary Services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- reimburses 75% of eligible claims</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 3 - Dentures:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- reimburses 75% of eligible claims</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Based on current ODA fee schedule.
Time between regular check-ups (Basic Services):
- six (6) months.

Combined maximum calendar year reimbursement for dental expenses in Level 1, 2 and 3 is $2,000 per insured family member.

5. Long Term Disability Plan

55% of regular monthly earnings starting in 27th week to age 65, maximum $2,000.00 per month.

6. Vision Care

80% coverage (co-insurance) to a maximum (total family submissions) benefit of $200.00 every two years for an employee and his dependants for prescription glasses.

In the event that a premium change is finalized after 1st April or anytime during the year, the change will be implemented retroactively as of 1st April of that year. Retroactive premium payments shall not exceed 3 months.

Note that for dependent Benefits coverage, proof of dependent eligibility is required prior to enrolment, and may be required within reason thereafter for audit purposes.

In case of termination of employment, the benefits will cease from employee’s last working day. Notwithstanding the above, if an employee ceases to be actively employed by the Company due to sickness or as a result of a work-related injury or illness compensable under Workplace Safety and Insurance Act legislation, the Company’s premiums contribution will, with respect to injuries or illnesses for which a claim under workers’ compensation legislation has been approved, continue such premiums for the required period as prescribed under the Workplace Safety and Insurance Act and, with respect to other illnesses or injuries, for a maximum period of six (6) months plus one (1) month for each complete year of service up to a maximum of twenty-four (24) months, if the employee continues his or her premium contributions.

New employees are eligible for group benefits coverage on the 1st day of the month after completing thirty (30) days of full-time employment outside of their probationary period of 600 production hours, provided they have made their premium contributions.

If an employee ceases to be actively at work due to a temporary lay-off, all benefits coverage, excluding Disability and the Company matched RRSP, will continue as long as the employee continues paying his portion of benefits premiums, excluding Disability premiums, through the Company office, but in no event for more than 6 months after the employee was last actively at work.

If an employee ceases to be actively at work due to permanent lay-off, all benefits coverage, excluding Disability and the Company matched RRSP, will continue as long as the employee continues paying his portion of benefits premiums through the Company office the month after the month the employee was last actively at work.

I. Group RRSP

Employees who have successfully completed probation may participate in the Company’s Group RRSP Plan. The Company matched contributions will commence on the 1st of the month following the completion of one year’s service. The plan is administered by a third-party investment advisor, as further described below.

The Company’s Group RRSP program is a Company matched contribution (see Table 1 below).
<table>
<thead>
<tr>
<th>Year of Contract</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Matched RRSP Contribution – Maximum Contribution by Company</td>
<td>$1.30</td>
<td>$1.30</td>
<td>$1.35</td>
<td>$1.35</td>
<td>$1.40</td>
</tr>
</tbody>
</table>

Company will match $2.00 for each $1.00 contributed by an employee (or portions thereof) to the maximum shown in above table.

Participation in the Group RRSP program is subject to the following conditions:

1. An employee must have passed his probationary period.

2. Withdrawals of the Company portion of the Company Matched Contributions are not permitted while an employee is actively employed with the Company. If an employee withdraws or transfer out Company Matched Contributions, the Company’s contributions will be discontinued for a period of three (3) years of continuous employment or, if the withdrawal was due to proven financial hardship, one (1) year of continuous employment. The withdrawal restrictions do not apply to an employee’s voluntary contributions.

3. The employee must inform the Company of the withdrawal in writing within seven (7) calendar days of the date the employee withdrew any funds from his Group RRSP Plan.

4. Membership in the Group RRSP Plan continues until the earliest of the following events occurs:
   1) Retirement from the Company;
   2) Employment terminated;
   3) The 1st of the month in which the employee reaches the age of 65.
### EXISTING SHIFT SCHEDULE ROTATIONS

#### Shift Schedule Rotation I: Five Day Work Cycle Eight Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>Hours</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
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<td>D</td>
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<td>D</td>
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<tr>
<td>6</td>
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<td>O</td>
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<td>5</td>
</tr>
</tbody>
</table>

#### Shift Schedule Rotation II: Seven Day Work Cycle Eight Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
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<th>S</th>
<th>Hours</th>
<th>Day</th>
</tr>
</thead>
<tbody>
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<td>48</td>
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</table>

#### Shift Schedule Rotation III: Seven Day Work Cycle Eight Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>Hours</th>
<th>Day</th>
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<td>D</td>
<td>O</td>
<td>O</td>
<td>40</td>
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</tbody>
</table>

#### Shift Schedule Rotation IV: Seven Day Work Cycle Twelve Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>Hours</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>D</td>
<td>D</td>
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<td>D</td>
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<td>O</td>
<td>36</td>
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</tr>
</tbody>
</table>

#### Shift Schedule Rotation V: Five Day Work Cycle Eight Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
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</tbody>
</table>

#### Shift Schedule Rotation VI: Less Than Five Day Work Cycle Ten Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
<th>S</th>
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<td>O</td>
<td>O</td>
<td>40</td>
<td>4</td>
</tr>
</tbody>
</table>

#### Shift Schedule Rotation VII: Less Than Five Day Work Cycle Twelve Hours per Shift

<table>
<thead>
<tr>
<th>Week</th>
<th>M*</th>
<th>T</th>
<th>W</th>
<th>TH**</th>
<th>F</th>
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<td>O</td>
<td>O</td>
<td>O</td>
<td>36</td>
<td>3</td>
</tr>
</tbody>
</table>
work for employees on Schedule VIII are defined in Article 5.03 (d) and in Article 5.05 b) and the overtime premium applicable is defined in 6.01 (D).

For reference, in the above Schedules, A means afternoon shift, D means day shift, N means night shift, O means no shift scheduled on the designated day.

For employees working twelve (12) hour days on a one (1) or two (2) shift rotation, the shift schedule rotation shall be a combination of thirty-six (36) and forty-four (44) hour work cycles.

** Last day shift worked is eight (8) hours. *First day of work may be changed to Tuesday.**
## Appendix A: Mechanical Tool List

### Required Tools:

<table>
<thead>
<tr>
<th>Required Tools</th>
<th>Mechanic A</th>
<th>Mechanic B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Complete set of $\frac{1}{4}$ inch sockets (English and Metric), short regular sockets, with ratchet handles, and extensions, axis, etc. {set should be minimum from $\frac{1}{4}''$ to $\frac{1}{2}''$, in $\frac{1}{16}''$ increments, and 4 mm to 12 mm, in 1 mm increments}</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>2</strong> Complete set of $\frac{1}{4}$ inch sockets (English and Metric), long regular sockets, with ratchet handles, and extensions, axis, etc. {set should be minimum from $\frac{1}{4}''$ to $\frac{1}{2}''$, in $\frac{1}{16}''$ increments, and 4 mm to 12 mm, in 1 mm increments}</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>3</strong> Complete set of $\frac{3}{8}$ inch sockets (English and Metric), short regular sockets, with ratchet handles, and extensions, axis, etc. {set should be minimum from $3/8''$ to 1'', in 1/16'' increments, and 10 mm to 25mm in 1 mm increments}</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>4</strong> Complete set of $\frac{3}{8}$ inch sockets (English and Metric), long regular sockets, with ratchet handles, and extensions, axis, etc. {set should be minimum from $3/8''$ to 1'', in 1/16'' increments, and 10 mm to 25mm in 1 mm increments}</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>5</strong> Complete set of $\frac{1}{2}$ inch sockets (English and Metric), both long and short regular sockets, with ratchet handles, including extensions, axis, etc. {set should be minimum of $\frac{1}{2}''$ to 1 1/4'' in 1/16'' increments and 12 mm to 30 mm, in 1 mm increments}</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>6</strong> Complete set of $\frac{1}{2}$ inch sockets (English and Metric), short and long impact sockets, with ratchet handles, including extensions, axis, etc. {set should be minimum of $\frac{1}{2}''$ to 1 1/4'' in 1/16'' increments and 12 mm to 30 mm, in 1 mm increments}</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>7</strong> Complete set of combination open end and closed end wrenches (English and Metric) [0 to 1 inch, in 1/16 increments and 4 mm to 25 mm, in 1 mm increments]</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>8</strong> Complete set of combination closed end ratchet wrenches (English and Metric) [0 to 1 inch, in 1/16 increments and 4 mm to 25 mm, in 1 mm increments]</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>9</strong> Set of pipe wrenches (8 inch, 14 inch )</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>10</strong> Pipe Wrench - 18 inch</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>11</strong> Complete set of Allen wrenches (English and Metric) [0 to $\frac{1}{2}$ inch in 1/16'' increments, and 2 mm to 13 mm, in 1 mm increments]</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>12</strong> Complete set of screwdrivers, including slot, Robertson, Philips</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>13</strong> Set of Adjustable or Crescent wrenches (6 inch, 9 inch, 12 inch)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>14</strong> Set of Pry bars (9,14, 18 inch)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>15</strong> Set of Spring tools, pullers</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>16</strong> Sets of Punches (Small and medium size), including hole punch</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>17</strong> Sets of Pliers (needle nose, small, medium, large, side cutters)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>18</strong> Vise Grips (6 inch, 9 inch, 12 inch), chain grips, and fine nose grips</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>19</strong> C-Clamps (2 each of 6 inch, 9 inch, 12 inch)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>20</strong> Channel Locks (6 inch, 9 inch, 12 inch)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>21</strong> Safety Utility knife</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
## Appendix A Continued: Mechanical Tool List

### Required Tools:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Mechanic A, A1</th>
<th>Mechanic B</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Steel chisels – small, medium, large in flat, beveled and cylindrical</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>23</td>
<td>Set of Hacksaws, small, medium and large</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>24</td>
<td>Hammer (rubber, brass, plastic, steel, ball peen, mallet, small sledge)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>25</td>
<td>Complete tap and die set up to 3/4 inch, both NC and NF, complete with thread gauges</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Complete set of Easy Outs or screw extractors</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Complete set of metal files with handles – small, medium and large round, triangular, flat</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>28</td>
<td>File cleaning brushes</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>29</td>
<td>Deburring tools</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>30</td>
<td>Set of scrapers</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>31</td>
<td>Tape Measure and ruler</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>32</td>
<td>Calipers, inside and outside</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Scribes, magnifying glass, punch set 0-9</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>34</td>
<td>Combination Square set with integral level</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>35</td>
<td>Magnet, levels (small, medium and large), plumb bomb, chalk line</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>36</td>
<td>Flashlight, mirrors, honing flat stone,</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>37</td>
<td>Vernier Calipers 0 to 6 inch, outside micrometer 0-1 inch,</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Grease gun, oilcans</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>39</td>
<td>Electric Drill, and drill bits, fractional (0 to 1 inch in 1/64s), decimal (0.060), letter drills and Countersinks</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>40</td>
<td>Right, Left and Straight Tin Snips</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>41</td>
<td>Small and Medium Pipe Rotary Cutters</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>42</td>
<td>2 Large Mouth Vise Grips</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Small and Medium Wire Welding Brush</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>44</td>
<td>Torque Wrenches, 3/8” and ½ drives</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>45</td>
<td>Bench Toolbox with lock</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>46</td>
<td>Rolling Toolbox with locks, and 6” vise</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>47</td>
<td>Hand Tool Cradle and Pouch for Emergency Situations</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
## Appendix B: Electrical Tool List

Required Tools:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Complete set of ¼ inch sockets (English and Metric), both long and short sockets, with ratchet handles, and extensions, axis, etc. (set should be minimum from ½” to ½”, in 1/16” increments, and 4 mm to 12 mm, in 1 mm increments)</td>
</tr>
<tr>
<td>2</td>
<td>Complete set of 3/8 inch sockets (English and Metric), both long and short sockets, with ratchet handles, and extensions, axis, etc. (set should be minimum from 3/8” to 1”, in 1/16” increments, and 10 mm to 25 mm, in 1 mm increments)</td>
</tr>
<tr>
<td>3</td>
<td>Complete set of ½ inch sockets (English and Metric), both long and short sockets, with ratchet handles, including extensions, axis, etc. (set should be minimum of ½” to 1 ½”, in 1/16” increments and 12 mm to 30 mm, in 1 mm increments)</td>
</tr>
<tr>
<td>4</td>
<td>Complete set of combination open end and ratchet wrenches (English and Metric) (0 to 1 inch, in 1/16 increments and 4 mm to 25 mm, in 1 mm increments)</td>
</tr>
<tr>
<td>5</td>
<td>Set of pipe wrenches (9 inch, 12 inch, 18 inch)</td>
</tr>
<tr>
<td>6</td>
<td>Complete set of Allen wrenches (English and Metric) (0 to ½ inch in 1/16” increments, and 2 mm to 13 mm, in 1 mm increments)</td>
</tr>
<tr>
<td>7</td>
<td>Complete set of insulated screwdrivers, including slot, Robertson, Philips (Klein or equivalent)</td>
</tr>
<tr>
<td>8</td>
<td>Set of Adjustable or Crescent wrenches (6 inch, 9 inch, 12 inch)</td>
</tr>
<tr>
<td>9</td>
<td>Set of Pry bars (9, 14, 18 inch)</td>
</tr>
<tr>
<td>10</td>
<td>Set of Spring tools, pullers</td>
</tr>
<tr>
<td>11</td>
<td>Sets of Punches (Small and medium size), centre, flat, round, pin</td>
</tr>
<tr>
<td>12</td>
<td>Sets of Pliers (needle nose, small, medium, large, side cutters)</td>
</tr>
<tr>
<td>13</td>
<td>Vise Grips (6 inch, 9 inch, 12 inch), chain grips, and fine nose grips</td>
</tr>
<tr>
<td>14</td>
<td>C-Clamps (2 each of 6 inch, 9 inch, 12 inch)</td>
</tr>
<tr>
<td>15</td>
<td>Insulated Channel Locks (6 inch, 9 inch, 12 inch)</td>
</tr>
<tr>
<td>16</td>
<td>Safety Utility knife</td>
</tr>
<tr>
<td>17</td>
<td>Steel chisels – small, medium, large in flat, beveled and cylindrical</td>
</tr>
<tr>
<td>18</td>
<td>Set of Hacksaws, small, medium and large</td>
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<td>19</td>
<td>Hammer (rubber, brass, plastic, steel, ball peen, mallet, small sledge)</td>
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<tr>
<td>20</td>
<td>Complete tap and die set up to ¾ inch, both NC and NF, thread gauges</td>
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<td>Complete set of Easy Outs or screw extractors</td>
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### Appendix B Continued: Electrical Tool List

**Required Tools:**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Vernier Calipers 0 to 6 inch, outside micrometer 0-1 inch,</td>
</tr>
<tr>
<td>33</td>
<td>Grease gun, oilcan</td>
</tr>
<tr>
<td>34</td>
<td>Electric Drill, and drill bits, fractional (0 to 1 inch in 1/64s), decimal (0 - 60), letter drills and Countersinks</td>
</tr>
<tr>
<td>35</td>
<td>Wire Strippers (S,M,L)</td>
</tr>
<tr>
<td>36</td>
<td>Stripping Knives</td>
</tr>
<tr>
<td>37</td>
<td>Quality Insulated Multimeter - VAC, VDC, etc</td>
</tr>
<tr>
<td>38</td>
<td>Jumpers, and other similar tools</td>
</tr>
<tr>
<td>39</td>
<td>Fuse Pullers, etc.</td>
</tr>
<tr>
<td>40</td>
<td>Soldering Guns, both fine and medium</td>
</tr>
<tr>
<td>41</td>
<td>Small and Medium Rotary Pipe Cutters</td>
</tr>
<tr>
<td>42</td>
<td>Right, Left and Straight Tin Snips</td>
</tr>
<tr>
<td>43</td>
<td>Small Toolbox with Lock</td>
</tr>
<tr>
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<tr>
<td>45</td>
<td>Small Tool Cradle and Pouch for emergencies</td>
</tr>
</tbody>
</table>
Memorandum of Agreement

Between

IKO INDUSTRIES LIMITED
71 Orenda Road
Brampton, Ontario L6W 1V8
(THE COMPANY)

-and-

THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
LOCAL 9042-45
(THE UNION)

Excess Hours of Work and Averaging Agreement

IKO Industries Ltd. (the “Employer”) and THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (the “Union”), as parties to the Collective Bargaining Agreement to which this Letter of Understanding is attached (the “Collective Bargaining Agreement”), mutually agree that, effective the date of Ratification, onwards, all workers included in the Classification Table in Schedule “A” of the Collective Bargaining Agreement shall be subject to the following excess hours of work and averaging arrangement:

A. Excess Hours of Work

2. ARTICLE 5 and 6 – “HOURS OF WORK AND OVERTIME AND ALLOWANCES” of the Collective Bargaining Agreement describes the hours of work and rotations of all employees included in the Classification Table in Schedule “A” of the Collective Bargaining Agreement.

3. The nature of the Employer’s business requires flexible working hours and all employees included in the Classification Table in Schedule “A” of the Collective Bargaining Agreement may be required to work more than their regular work day and more than 48 hours in a work week.

4. When all employees included in the Classification Table in Schedule “A” of the Collective Bargaining Agreement accept or are assigned work in accordance with the Collective Bargaining Agreement, the Union confirms and agrees on behalf of all employees included in the Classification Table in Schedule “A” of the Collective Bargaining Agreement that they will work up to 12 hours in a work day and up to 60 hours in a work week.

B. Overtime Averaging Agreement

1. All employees included in the Classification Table in Schedule “A” of the Collective Bargaining Agreement shall be paid overtime and / or premium pay for hours worked in accordance with the Collective Bargaining Agreement, subject to the following:

(a) The Union agrees that the Employer may average the hours of work for all employees included in the Classification Table in Schedule “A” over their Schedule Shift Rotation (not to exceed four (4) work
cycles) for the purpose of determining and calculating overtime and / or premium pay entitlements under the Collective Bargaining Agreement;

(b) The averaging arrangement described in paragraph (a) above shall remain in full force and effect for the life of the Collective Bargaining Agreement.

2. The parties agree that the foregoing Excess Hours of Work and Overtime Averaging Agreement complies fully with the Employment Standards Act., 2000, as amended.

Signed this______ day of__________________ 2012, in the city of Brampton, Ontario.

FOR THE COMPANY

FOR THE United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service
Workers International Union on behalf of its Local 9042-45
Memorandum of Agreement

Between

IKO INDUSTRIES LIMITED
71 Orenda Road
Brampton, Ontario L6W 1V8
(THE COMPANY)

-and-

THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
LOCAL 9042-45
(THE UNION)

MAINTENANCE OVERTIME

In the event a maintenance overtime opportunity becomes available, IKO generally prefers to make use of its maintenance employees where reasonably feasible to do so given all other business matters and safety concerns considered, prior to utilizing a third party.

A Maintenance Employee will keep the Company advised in writing at least two (2) weeks in advance of his availability to work overtime, and any preferences for overtime.

The Company will consider the time constraints of the specific tasks, the needs of the business including all other maintenance requirements, and the amount of regularly scheduled work hours and the reasonable amount of overtime that may be required from each employee to satisfy all of these needs.

The Company will then give consideration to the availability and preference of Maintenance Employees, who have the skills and ability to complete the whole maintenance task (continuity of work) required, while maintaining adequate resources for all other business requirements.

The Company requires all Maintenance employees to maintain safe work practices as well as regular levels of productivity during regular scheduled work hours, and will consider these needs in all decisions related to the allocation of work and reasonable overtime opportunities.

Signed this ______ day of _____________ 2012, in the city of Brampton, Ontario.

FOR THE COMPANY

FOR THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of its Local 9042-45
MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

-AND-

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

When the Company wishes to work either Shift Schedule Rotation II or IV, the Union will have the right to choose which of these two schedules will be worked.

Agreed to this _____ day of __________ 2012 in the City of Brampton.

FOR THE COMPANY

________________________

________________________

________________________

________________________

FOR THE UNION

________________________

________________________

________________________

________________________
MEMORANDUM OF AGREEMENT

BETWEEN

IKO INDUSTRIES LTD.

- AND -

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers
International Union

The parties agree that as the Maintenance A1 Trade Allowance of $1 per hour has been eliminated, the following listed employees will receive $1 per hour above their base rate while they remain in Maintenance A1 classification:

1. Carlos Pimentel
2. Glenford Higgins
3. Tony Botelho
4. Joao Pereira
5. Jose Camara

If an employee listed above wishes to progress to obtain a Certificate of Qualification (C of Q) he may enrol in to the Apprenticeship Program.

Upon successfully obtaining the C of Q, the C of Q allowance will be paid and the $1, referred to above, will be discontinued.

Agreed to this ______ day of ____________ 2012, in the City of Brampton.

FOR THE COMPANY

____________________________________
____________________________________
____________________________________

FOR THE UNION

____________________________________
____________________________________
____________________________________