

**2010  
OFFICE CLERICAL  
AND TECHNICAL  
EMPLOYEES  
COLLECTIVE  
AGREEMENT**

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Between

**Xstrata Nickel – Sudbury Operations  
(A Business Unit of Xstrata Canada  
Corporation)  
(the "Company")**

and

**United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial  
and Service Workers International Union  
(United Steelworkers)  
Local 2020, Unit 6855  
(the "Union")**

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## **Article 1- Recognition**

- 1.01** The Company recognizes the Union as the exclusive bargaining agent for all the employees covered by this Agreement with respect to rates of pay, hours of work and other working conditions.
- 1.02** The employees covered by this Agreement shall be all the office, clerical and technical employees of the Company in the District of Sudbury, save and except supervisors, persons above the rank of supervisor, employees covered by subsisting collective agreements binding upon the Company and employees of the Company in the classifications set forth in Schedule A attached hereto and made part hereof. The words "employee" and "employees" wherever used in this agreement refer to such employees as are covered by this agreement. The words "individual" and "individuals" wherever used in this agreement refer to someone not covered by this agreement but who is nevertheless an employee of the Company.
- 1.03** Any issues relating to the status of jobs will be resolved using the existing

grievance process.

**1.04** The phrase "Local 2020, Unit 6855" as used herein shall refer to Unit 6855 of the Union.

**1.05** Words importing the masculine gender shall include the feminine.

**1.06** The Company recognizes the Union's concern over "contracting out" of work and agrees to establish a Joint Company-Union Committee to minimize the requirement for contracting out of work apart from the design and construction phase of major capital projects. There shall be two employees selected by the Union and two employees appointed by the Company who will serve on the Committee. The Company will pay the wages of the employees for time in attendance at Committee meetings plus cost-of-living allowance, **Nickel Price Bonus and Employee Performance Incentive.**

The mandate of the Joint Committee is to:

1. Meet quarterly to review work the Company intends to contract out, the

reasons for the work being contracted out, the expected duration of such work, the number of contractors to be employed, the type of work to be performed and to recommend how the work could otherwise be done by Company employees.

2. Identify those contractors working on Company property on an on-going basis to such an extent that the Committee recommends the replacement of such contractor with an employee.
3. Recommend changes in staffing, organization and structure whereby it would be more effective to use Company employees to perform the work of contractors.

Furthermore the Company agrees it will promote employees who have been demoted and recall former employees who have been laid off and who have recall rights, provided those employees and former employees can fill the normal requirements of the job and are readily available before work which

could be performed by the bargaining unit employees of a duration of 14 calendar days or longer is contracted out.

No one outside the bargaining unit shall perform work that is normally performed by employees to the extent and volume that such work results in the layoff or demotion of an employee.

- 1.07** No individual employed by the Company shall perform work that is normally performed by employees to the extent and volume that such work results in the layoff, demotion or displacement of an employee. The foregoing is not intended to preclude individuals from performing work of a casual or emergency nature.

## **Article 2 – No Discrimination or Harassment**

- 2.01** No person shall be required, as a condition of employment, to become or remain a member of any union or other organization, and no statements or representations to the contrary shall be made.



**2.02** There shall be no discrimination by the Company or the Union or any employee against any employee because of membership or non-membership in any lawful union, or because of his race, creed, colour, sex, nationality, ancestry, place of origin, political opinions, family status, ethnic origin, citizenship, sexual orientation, age, disability, record of offenses, or marital status.

Stewards, Union safety representatives or employees filling any other Union position shall not be denied promotions, training opportunities, transfers or overtime because of their Union activity.

**2.03** The Company and the Union recognize that harassment based on a prohibited ground of discrimination under the Ontario Human Rights Code is prohibited by law and any such conduct will not be tolerated.

Harassment is defined as engaging in a course of vexatious comment or conduct, related to a prohibited ground of discrimination under the Code that is known or ought reasonably to be known to be unwelcome.

## **Article 3 – Management**

**3.01** The Union agrees that the Company has the exclusive right and power to manage the Offices, Plants and Mines, direct the working forces and to hire, promote, transfer, demote, layoff and to suspend, demote, discharge or otherwise discipline employees for just cause; provided, however, that any exercise of the foregoing rights and powers in conflict with any of the provisions in this Agreement shall be subject to the provisions of the grievance procedure.

## **Article 4 – No Cessation of Work**

- 4.01** (a) Neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against the Company which shall in any way affect the operations of the Company, nor shall the Company engage in any lock-out at its Offices, Plants or Mines.
- (b) In the event of a strike, sit-down, slow-down or any suspension of work against the Company in which the employees covered by this agreement

are not directly involved, any employee unable to report to his normal work location and who reports for work on schedule to an area outside the gate, designated by the Company, will, on the first day of the suspension of work, and on any subsequent day of the work suspension when the Company asked the employee to report to work, be paid for half of his regularly scheduled work hours for the day at his applicable hourly rate. These hours shall not be considered as time worked for the purpose of applying the overtime provision of this Agreement.

## **Article 5 – Adjustment of Grievances**

**5.01** Any difference between the Company and any of its employees as to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall hereinafter be called a "grievance". An earnest effort shall be made without undue delay to settle any complaint or grievance, which may arise between the Company and the Union or an employee.

Sundays, Saturdays, and holidays shall not be counted in determining the time

within which any action is to be taken under the provisions of this Article. The time limits set out for any stage in the grievance procedure may be extended by mutual agreement.

### Complaint / Resolution Step

If an employee (or employees) has a complaint he shall present it verbally to his immediate Supervisor within seven (7) days after the incident occurred, or ought to have come to the attention of the employee(s) concerned. If the complaint is not settled to the satisfaction of the employee (or employees) within three (3) days then the grievance may proceed to Stage One. It is understood that an employee has no grievance until he has first given his immediate Supervisor an opportunity to resolve the complaint.

A grievance shall be dealt with in the following manner:

#### **5.02** Stage One -

If within 3 days from the time when the complaint was presented to the Supervisor a decision satisfactory to the employee is not given, the Steward in

conjunction with the employee may within 3 days after the decision of the Supervisor (or designee) has been or should have been given, submit the complaint to Stage One of the grievance procedure. The employee (or employees), together with the Steward, shall present such grievance to the Supervisor or designee in writing. The information on this form shall not prejudice the Union's position with respect to subsequent submissions or representations regarding such grievance at this stage. The Supervisor or his designee shall, when so notified, establish a date for a Stage One hearing. The date of the hearing shall not be more than 5 days from the date the Supervisor received the first Stage grievance, unless mutually agreed upon.

At the meeting, the employee, accompanied by the case Steward, shall present the grievance statement and shall set out the nature of the grievance, the remedy sought and any applicable section or provision of this Agreement, provided that failure to properly identify such section or provision shall not prejudice the determination of the grievance on its merits. The Supervisor shall give to the

employee, the case Steward, and the Business Unit Chief Steward his decision in writing within 7 days from the date of the Stage One hearing.

The Complaint / resolution step and Stage One of the grievance procedure may be waived by mutual agreement of the grievor, and the Business Unit Chief Steward, and the designated management representative.

### **5.03** Stage Two

If the matter is not satisfactorily disposed of, or has been waived, then notice in writing requesting further consideration of the matter may, within 7 days after the decision of the Stage One Supervisor has been given or should have been given (or when the decision was made to waive the grievance), be given by the Business Unit Chief Steward to the Stage Two management representative designated by the Company. Such management representative shall notify the Business Unit Chief Steward of the meeting time and place and the parties shall meet within 7 days of receipt of the Stage Two request to discuss the matter. At such time the written grievance shall be presented to the Stage Two management

representative by the Business Unit Chief Steward accompanied by the case Steward and the Local Union Unit President. The Stage Two management representative shall give the decision in writing on behalf of the Company within 8 days from the date of the Stage Two meeting.

**5.04**     Group Grievance

In the event that two or more employees have grievances relating to the interpretation, application, administration or alleged violations of the provisions of this Agreement which are sufficiently common in nature that they may be conveniently dealt with together, the Company and the Local Union may mutually agree that such grievances shall constitute a group grievance. A grievance involving two or more employees shall be presented by not more than one of the employees in the group concerned.

**5.05**     Backlog Procedure

If the Business Unit Chief Steward notifies the Business Unit Human Resources representative of a backlog of 4 or more Stage two grievances, the Human Resources representative will then

schedule a meeting to hear such grievances not later than 15 days from receipt of the notice. The Business Unit Chief Steward, Case Steward and the Unit President may represent the Local Union.

The Stage Two management representatives shall give the decision in writing on behalf of the Company within 10 days from the date of the backlog procedure hearing. Members of the Grievance Committee will be allowed up to a half day for preparation for such meetings and up to a half day for attendance at such meetings with no loss in pay; Stewards will be allowed such time off as is reasonably required without loss in pay for preparation and attendance at such meetings.

The foregoing backlog procedure is intended to be utilized as an exception rather than the rule, however, if the parties mutually agree to using the backlog procedure for hearing Stage Two grievances, the foregoing "Stage Two" procedure may be waived.



**5.06** The management representatives designated to handle matters at each of the stages of the grievance procedure shall be the appropriate person, as follows: Stage One, an employee's immediate supervisor; Stage Two, the Department Head (Manager or Superintendent) of the appropriate department or his designee.

A Human Resources Representative will administer the grievance process, and will also attend the Stage I and II meetings, if available.

Grievances which relate to job postings or transfers shall be handled at Stage two by the management representative from the department which made the selection to fill the vacancy.

**5.07** Any difference (hereinafter called a "direct difference") arising directly between the Company and the Union as to the interpretation, application, administration or alleged violation of this Agreement, instead of following the procedure set out in sections 5.01 and following, shall be submitted in writing

within a reasonable period by the grieving party to the other.

The written notice shall specify the nature of the complaint, the remedy sought and any applicable provision of this Agreement but failure to properly identify such provision shall not prejudice the determination of the direct difference on its merits. There shall be a discussion of such direct difference between the officers of the Local Union, and International Representative of the Union and representatives of the Company. The party to whom the notice was delivered shall reply in writing to such direct difference within 21 days from the delivery of the notice.

## Arbitration

- 5.08** (a) In the event that any grievance or direct difference, including any question as to whether a matter is arbitrable, is not satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given to the other party within 60 days from the giving of the decision of the management representative at Stage Two or from the date when such

decision should have been given (or in the event of a direct difference within 60 days from the date when the written reply to the submission was or should have been delivered) be referred either by the Local Union, the Union or the Company directly to arbitration or to Third Party Determination.

Within 14 days after a grievance or direct difference has been referred to Third Party Determination, the designated representative(s) from the Company, the Local Unit President, up to three (3) members of the grievance committee, and a representative of the Union (if required) may meet and agree in writing to submit the grievance or direct difference to a Grievance Commissioner as provided in section 5.08(b). Failing such agreement, the grievance or direct difference will proceed to Arbitration as provided in section 5.09.

In the event such notice of arbitration, or referral to third party determination, is not given in writing to the Company within 60 days from the date of the Company's written Stage Two

response, the grievance will be deemed to have been abandoned.

(b) Grievance Commissioner

A Grievance Commissioner to be selected by mutual consent of the parties from time to time will set aside each month or other period such time as may be requested by the Company and the Local Union to consider and determine grievances and direct differences referred to him for final and binding arbitration. A Grievance Commissioner shall have the same powers and be subject to the same limitations as a Single Arbitrator except as provided in paragraphs (b) to (e) hereof.

(c) Through the Grievance Commissioner the parties desire the expeditious means for the effective disposition of grievances and direct differences which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out in Schedule 'B' hereto.

- (d) The decision of the Grievance Commissioner shall be applicable only to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement the decision of the Grievance Commissioner shall:
- (i) be consistent with the provisions of this Agreement.
  - (ii) be confined to the grievance or direct difference referred to him.
- (e) The Local Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees payable to the Grievance Commissioner.

**5.09** Any grievance or direct difference referred directly or proceeding to arbitration as provided in section 5.08(a) shall be heard by a Single Arbitrator for final and binding settlement without stoppage of work.

## Single Arbitrator

- 5.10** The single arbitrator shall be selected in rotation from the following: G.J. Brandt, M. Teplitsky, W. Rayner, K.A. Hinnegan, **J.D. Carrier, A. Barrett**. The parties may mutually agree to by-pass the arbitrator scheduled through rotation to take the next arbitrator.
- 5.11** The rules of arbitration annexed hereto as Schedule 'C' shall govern the conduct of any arbitration proceedings hereunder. In no event shall an Arbitrator be authorized to alter, modify or amend any part of this agreement.

## General

- 5.12** The parties are desirous of settling grievances on their merits. However, failure to process a grievance or direct difference from one Stage to the next Stage (including referral to arbitration) within the specified time limits will be deemed an abandonment of such grievance or direct difference; failure to reply to a grievance within the specified time limit will permit the grieving party to proceed to the next higher Stage, including arbitration.

Notwithstanding the above paragraph, any time limit fixed by this Article or Article 6 may be extended by agreement of the Company and the Union.

- 5.13** If it should be decided through the grievance procedure (including arbitration) that any employee has failed to receive pay to which he is properly entitled under the provisions of this Agreement, respecting the application of seniority or pay, the Company shall, if his grievance shall have been presented in writing within 60 days after the pay day in respect of the pay period in which the grievance arose, pay to such employee the difference between the pay which such employee should have received and the pay actually received by the employee. The Company shall extend the period of 60 days where there is a reasonable excuse for the grievance not having been presented within such 60 days.
- 5.14** An aggrieved employee may be present at all stages of the grievance procedure. Nothing in this Agreement shall prevent an employee from discussing any personal matters with the Company.

- 5.15** At any time during the discussion of a grievance if it is mutually agreed that witnesses would aid in settling the grievance they may be requested to attend.

#### Grievance Committee and Stewards

- 5.16** There shall be a Union Grievance Committee consisting of the three Business Unit Chief Stewards and a local Union Representative who, together with Stewards designated by the Local Union, shall represent employees in grievance proceedings. The Local Union shall send the Company a list of the names of the Committee members and Stewards and any subsequent changes.
- 5.17** Such time off without loss of wages as shall be reasonably required shall be allowed to
- (a) a grievor, a steward, and a Business Unit Chief Steward designated by the Local Union from the Business Unit of the grievor, to process (including any investigation) grievances in accordance with this Article,



- (b) up to three Officers of the Local Union to process a direct difference in accordance with section 5.07,
- (c) one officer of the Local Union while at a meeting with a representative from the Company concerning the submission of a grievance or direct difference to a Grievance Commissioner pursuant to section 5.08,
- (d) the Business Unit Chief Stewards may meet from time to time to review outstanding grievances for the purposes of discussions as per 5.08(a),

provided permission is obtained from his Supervisor, which permission shall not be unreasonably withheld. The Company may refuse to grant such permission at any time if the privilege of requesting time off for the aforesaid purpose is being abused.

**5.18** The Company will pay a travel allowance pursuant to the current rates to a grievor, a steward and a member of the Grievance Committee to attend any Stage One, or Stage Two grievance meeting who, at the request of the Company, are required to

use their own personal transportation to travel from one Site to another Site for his grievance meeting. The allowance payable will be a return trip travel allowance from their permanent work location to the location of the meeting.

## **Article 6 - "Discipline & Discharge"**

- 6.01** If an employee who is discharged from his employment believes that such discharge was the result of a misinterpretation or a violation of any of the provisions of the Agreement, such discharge shall constitute a grievance to be dealt with under Article 5. The Local Union Unit President shall be notified as soon as possible of the discharge of any employee, however it is not necessary to state reasons for such discharge nor will failure to notify the Union be construed as nullifying such discharge. Any such grievance may be presented at Stage Two of the grievance procedure within fifteen (15) working days of the date of such letter or such further period as the parties may agree.
- 6.02** An employee who has brought a grievance concerning his discharge may, to the extent permitted by the respective

carriers thereof, continue at his own expense his participation in any of the Company's group insurance plans until such time as his grievance has been finally disposed of.

**6.03** If it should be decided at any stage of the grievance procedure (including arbitration) that such discharge grievance was the result of a misinterpretation or a violation by the Company of any of the provisions of this Agreement the Company shall

- (a) reinstate such employee in his job without loss of seniority,
- (b) credit him with a period of continuous service equal to the time he was absent from his employment as a result of his discharge less any period of suspension given to him as a result thereof,
- (c) pay such compensation, less any monies earned during the period of discharge, as is considered just and equitable in the opinion of the parties or in the opinion of a single Arbitrator, and

(d) shall reimburse him for any premiums or portions thereof paid pursuant to section 6.02 which the Company would have paid if the employee had not been discharged.

- 6.04** (a) Any written warning will be issued to an employee in the presence of a steward or designate, if requested by the employee, provided that the steward or designate is readily available. Lack of availability of a steward or designate will not nullify the written warning.

Written warning (but not suspensions) for absence without leave or for failing to notify the Company of intended absence shall be removed from an employee's record and shall be disregarded in determining discipline for subsequent infractions of a like nature if, after three calendar months, there is no repetition of such offence.

Any other written warning (but not a suspension) shall be removed from an employee's record and shall be disregarded in determining discipline if in the 6 months following such warning there is no further misconduct.

A suspension notice other than a suspension notice for breach of Article 4 shall be removed from an employee's record and shall be disregarded in determining discipline 12 months after the issuance of such notice.

A suspension notice for breach of Article 4 shall be disregarded in determining discipline two years after the issuance of such suspension.

(b) Any notice of discharge or notice of suspension, other than investigatory suspension, shall be given to the employee in the presence of the Employee's Business Unit Chief Steward or designate who is readily available provided that should there be no Steward available, such lack of availability will not nullify such notice of discharge or suspension.

## **Article 7 – Hours of Work**

**7.01** The regular work day will be 8:00 a.m. to 4:30 p.m. with a half hour off for lunch. However, where the efficiency of operations so requires or an employee or groups of employees so request the

Company may change such hours to 8:00 a.m. to 5:00 p.m. with an hour off for lunch.

The day shift shall be considered any shift that commences at or after 5:00 a.m. and before 1:00 p.m.; the afternoon shift shall be considered any shift that commences at or after 1:00 p.m. and before 9:00 p.m.; and the night shift shall be considered any shift that commences at or after 9:00 p.m. and before 5:00 a.m.

**7.02** The regular work week shall be 5 work days, Monday to Friday, inclusive.

**7.03** Certain employees may be scheduled to work at hours other than as set out in section 7.01, but the number of hours shall not exceed 8 hours inclusive of the lunch period in a two or three-shift operation.

Certain employees may be scheduled on a work week other than as set out in section 7.02; provided, however, that there are 5 consecutive work days within the calendar week in such schedules other than those pertaining to employees in the Instrumentation Department, First

Aid/Security, Analytical Chemistry, Xstrata Process Support, Smelter Technology and Mill Technology and such other groups as the operations of the Company may require from time to time and the Local Union agrees to provided

- (a) that the weekly schedules for such employees provide for at least 2 consecutive days off; or
- (b) the schedule for such employees has been agreed to by the Local Union.

**7.04** In order to effect

- (a) a longer work day but shorter work week or other schedule variations which may result in a shorter or longer work week employees in certain departments or groups may wish to work a schedule in excess of eight (8) hours per shift as outlined in section 7.01 or
- (b) changes in the time of arrival and departure of employees in certain departments or groups on the basis of what is commonly called "Flexitime."

The Company and the Union agree:

- (1) the concepts set out in (a) and (b) are experimental and shall extend only for the term of this agreement;
- (2) the concepts will not be applied to any department, employee or groups of employees without the written consent of the Union;
- (3) either party may terminate any such schedule agreed upon by giving thirty (30) working days written notice to the other party;
- (4) the overtime provisions as outlined in section 8.01 will apply only for any daily and/or weekly time worked in excess of the agreed to schedule;
- (5) the shift premiums set out in Article 8 would not apply to hours of work changed solely by reason of the application of Flextime.



**7.05** The Company does not guarantee to provide work for any employee.

**7.06** An employee must be notified of any change in his regular work schedule at least 40 hours prior to the commencement of the work week, which commences at 8:00 a.m. Sundays. If he is not so notified he shall be entitled to be paid at the rate of one and one-half times his applicable pro-rated hourly rate for the time worked by him during the first day or shift of such changed schedule.

The provisions of the above may be waived by mutual agreement between the employee and the Company.

**7.07** When an employee, because of failure of the Company to inform him by notice or otherwise that no work will be available, reports for work on schedule, in good faith, and is advised that there is no work available, he shall receive 4 hours pay at his applicable hourly rate without being required to work the said 4 hours but such 4 hours shall not be considered as hours worked for the purpose of applying the overtime provision of this Agreement. The provisions of this paragraph shall not apply when an employee has been absent

from his regular work period and has failed before reporting for work to inform his foreman or such other supervisor designated by the Company for this purpose of his intention to return.

## **Article 8 - Overtime, Sunday and Standby Pay and Call-In Pay**

**8.01** An employee who is required by the Company to work overtime shall be paid at the rate of one and one-half times his applicable pro-rated hourly rate for time worked by him:

- (a) in excess of 8 hours in a work day provided that such excess time is not 15 minutes or less;
- (b) in excess of 40 hours in a work week, less time worked under (a) above;

provided that the Company shall deduct from such excess time the amount of time off on casual leave without loss of pay (other than for serious illness or death in immediate family or personal emergency, all as provided in section 11.01, or for leave under section 11.07, or for reasons of the employee's sickness) which such employee may have received during the

work week in which such excess time was worked.

Such excess time shall be paid in units of one-quarter hour applied as follows:

Minutes Worked	Time Paid For
1 - 15	Nil
16 - 30	1/2 hour
31 - 45	3/4 hour
etc.	etc.

Employees may bank the premium part of overtime hours worked to a total of 48 hours in a year. Banked time not taken by year end will be paid out.

- 8.02** The Company will endeavour to give reasonable notice to an employee required to work overtime. Overtime work will be distributed as equally as practicable amongst those employees at the same geographic location and second line supervisor's work group as that in which the overtime is required with the exception of the Smelter, where overtime will be distributed as equally as practicable amongst those employees in the first line supervisors work group, and who are in the same job classification in

which the overtime occurs and who would normally perform such work. It is understood that the Company will offer any such overtime to an employee prior to canvassing students or temporary employees. Should all of the above work group of employees decline or be excused from working overtime, then the junior employee in that group will be required to perform the overtime work. Those employees so declining or who are excused from working overtime shall be regarded as having been given an opportunity to work overtime. Records of such amounts of overtime worked and of declined opportunities shall be posted monthly at the various department locations.

- 8.03** Employees who work between 8:00 a.m. Saturday and 8:00 a.m. on the immediately following Monday shall be paid a Weekend premium of one dollar and seventy-five (\$1.75) cents per hour for work performed during such hours. For the purpose of calculating overtime pay, such premiums shall not be considered as part of an employee's applicable hourly rate.

**8.04** Employees shall be paid an off shift premium of 60 cents per hour for work performed by them during afternoon shift hours and not within their scheduled day, or night shift hours, and an off shift premium of 80 cents per hour for work performed by them during night shift hours and not within their scheduled day or afternoon shift hours. Employees regularly working on shift whose hours of work are changed either temporarily or permanently to the day shift shall be paid only their applicable rate. For the purpose of calculating overtime pay such off shift premiums shall not be considered as part of an employee's applicable rate.

**8.05** An employee required to stand-by for a possible call in to work shall be paid an amount equal to 15% of his pro-rated regular wage rate for each hour he has stood by provided

- (a) failure to respond to a call in to work shall absolve the Company from any obligation to pay stand-by pay to an employee for the period he was required to stand-by, and
- (b) stand-by pay is not payable for time actually worked when called in.

**8.06** An employee who has already left the premises of the Company after completion of his work and who is recalled for emergency work shall be paid at a rate of one and one-half times the applicable pro-rated hourly rate with a minimum of 4 hours at his applicable pro-rated hourly rate unless such work immediately preceded his scheduled shift. For the purpose of calculating overtime pay such 4 hours or time worked shall not be included. If such work immediately preceding his scheduled shift exceeds one hour he shall be allowed one-half hour without loss in pay for a hot meal which the Company will provide. If it is not practicable to provide a hot meal the Company will provide a cold meal.

**8.07** An employee who has already left the premises of the Company after completion of his work and who is called at home to provide know-how and assist in the resolution of a problem will be paid a minimum of one and one-half hours of pay at his regular wage rate.

This payment is based on the amount of time required to resolve the problem, not

on the number of phone calls required.

Should the employee, after attempting to resolve the problem over the phone, be required to return to the workplace, he shall be paid a minimum of one and one-half hours of pay at his regular wage rate for the time he spent attempting to resolve the problem from home and call-out pay as per 8.06 for the time worked on site.

An employee who is on stand-by and is being paid as per 8.05, will not be entitled to pay for the time he spent resolving problems over the phone.

**8.08** If an employee is requested to work overtime in excess of one hour immediately after his shift he shall be allowed one-half hour at normal meal time for a hot meal which the Company will provide, if practicable. If it is not practicable to provide a hot meal the Company will provide a cold meal. Every 4 hours thereafter the Company will supply a lunch and hot beverage. Time allowed to eat a meal or lunch shall be considered as time worked.

**8.09** If the Company requires an employee to come in prior to his regular starting time, to remain on the job after his regular quitting time or calls him out to work at a time other than his scheduled working time and such employee is unable to provide his own transportation, the Company shall provide him with the requisite transportation.

## **Article 9 – Holidays**

**9.01** In this Article “holiday” means New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or such day as may be established as a holiday in lieu of any said days by statute, proclamation or otherwise as may be agreed upon by the Local Union and the Company. If the Employment Standards Act of Ontario or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the holiday notwithstanding the foregoing definition.

**9.02** (a) An employee shall be entitled to each of the holidays without any loss in pay if:



- (i) he was not on a strike or a leave of absence without pay for a period of time that encompasses the holiday in question; or
- (ii) he was not absent without leave on his last scheduled work day or shift before or his first scheduled work day or shift after such holiday. It is understood that the Company may request a physician's certificate to support a casual sick leave; or
- (iii) he is a probationary employee, except if such probationary employee is a student employee.

To resolve any lack of clarity in this clause (a) it is understood that a former employee while on lay-off is not entitled to any paid holiday.

**(b) If a holiday falls**

- (i) within an employee's scheduled vacation, or
- (ii) on his day off

he shall be given an extra day's pay at his applicable pro-rated daily rate or, if mutually satisfactory to the Company and the employee, an extra day off in lieu thereof. If the employee does not use such extra day off within a period of two months from the date of such holiday, he shall receive a day's pay at his applicable pro-rated daily rate in lieu thereof.

- (c) the foregoing (a) and (b) shall not apply to any employee in receipt of benefits under the Wage Continuance Program.

**9.03** For authorized work performed on any holiday an employee shall be paid holiday pay at two and one-half times his regular rate.

**9.04** For the purposes of computing overtime pay in accordance with section 8.01, time for which an employee

- (a) receives holiday pay, or

- (b) has taken an extra day off pursuant to section 9.02(b), or

(c) has taken a floating day off pursuant to section 9.05

shall be regarded as time worked.

## **9.05**

An employee (other than a student) who has completed his probationary period shall be entitled to an annual day off with pay (to be called a "floating day"). Such floating day shall be taken at a time to be mutually agreed upon between the employee and the Company having regard to the wishes of the employee and the requirements and efficiency of operations. The floating day is considered essential to the well being of each employee and pay in lieu thereof will be considered only in exceptional circumstances. However, if the floating day is not taken by an employee by the end of the calendar year he shall receive an additional day's pay at his regular wage rate. Notwithstanding the above, no employee nor individual under any circumstances shall be entitled to more than one floating holiday with pay during each calendar year.

- 9.06** The Company will grant all employees (except those whom the Company requires to remain at their jobs such as First Aid Attendants) time off for the last two hours of their scheduled shift on the day before Christmas without any loss in pay. Where Christmas falls on a Sunday or Monday the time off will be on the immediately preceding Friday.

## **Article 10 – Vacations**

- 10.01** Annual vacations with pay shall be in accordance with length of service on the following basis:
- (a) 2 weeks' vacation shall be granted to employees who have completed 12 months but less than 5 years of continuous service, one of which weeks may be taken on completion of 6 months' continuous service;
  - (b) 3 weeks' vacation shall be granted to employees who have completed 5 years of service;

- (c) 4 weeks' vacation shall be granted to employees who have completed 16 years of service;
- (d) 5 weeks' vacation shall be granted to employees who have completed 24 years of service;
- (e) 6 weeks' vacation shall be granted to employees who have completed 30 years of service.
- (f) 7 weeks' vacation shall be granted to employees who have completed 35 years of service.

The pay for each such week of vacation shall be equal to the current rate of pay to which the employee is entitled at the time he takes his vacation but if the employee has been demoted to a lower rate of pay prior to taking his vacation he shall be entitled to be paid at the rate of pay which he received immediately prior to his demotion if his vacation had been scheduled at the time of such demotion.

An employee who has been temporarily promoted for at least 3 consecutive months and takes his vacation while so temporarily promoted shall be entitled to

receive vacation pay equal to the rate of pay he is then receiving.

An employee who had been temporarily promoted for less than 3 consecutive months will not normally be allowed to take either his regular or special vacation while so promoted. If, however, with the consent of his immediate supervisor, an employee so promoted is permitted to take a vacation he shall be paid the rate of pay he *is* then receiving.

Vacations shall be counted as time worked for the purpose of calculating overtime pay under Article 8.01.

The pay for each week of vacation for an employee returning to or entering the bargaining unit shall be equal to the employee's current O.C.T. rate of pay at the time he takes his vacation.

- 10.02** For the purpose of improving the scheduling of his annual vacation, each employee, after completing 12 months of continuous service, shall be deemed to have commenced his employment on the January 1st immediately preceding the actual date of his employment.

**10.03** Vacations shall be commenced in the calendar year for which such vacations are due or shall be forfeited, provided that each employee so forfeiting his vacation period shall, nevertheless, be paid the vacation pay to which he is entitled. Vacations are considered essential to the well-being of each and every employee and pay in lieu thereof will be considered only in exceptional circumstances.

**10.04** An employee who has been on a leave of absence pursuant to section 11.05 in excess of 6 months in any calendar year shall have the length of his vacation with the pay therefor to which he is otherwise entitled pro-rated but he may elect to take his regular length of vacation and receive such pro-rated pay.

An employee who has been absent from work by reason of illness or accident and in receipt of Long Term Disability payments therefor shall be entitled to vacation with pay on the following basis:

- (a) to his regular annual vacation with pay during the first calendar year in which he is so absent but during such

vacation he shall not be entitled to any payment under the LTD Plan;

(b) to his regular annual vacation with pay if he returns to work as an employee in the second calendar year before the first 6 months thereof; and

(c) if he returns to work as an employee after 6 months in such second calendar year to his regular annual vacation with pay pro-rated.

**10.05** An employee whose employment with the Company is terminated for any reason will receive in lieu of vacation an amount equal to the pro-rata portion of his wages for the unused period of the vacation to which he is entitled.

**10.06** In determining the length of a vacation, a week shall mean 7 consecutive days, including Saturdays, Sundays and holidays falling within the period. Where an employee is entitled to 2 or 3 weeks' vacation with pay such weeks shall be consecutive, except when Company and employee shall otherwise agree. Where an employee is entitled to 4 or more weeks' vacation with pay such weeks shall be consecutive unless the Company



considers otherwise in order to maintain efficient operations.

**10.07** Vacations will be granted at such times as the Company finds most suitable considering seniority, the wishes of the employees and the efficient operation of the Plants and Offices. Vacation dates may be changed by the Company in cases where it considers it necessary for efficient operations.

**10.08** (a) Upon the completion of two years of service an employee shall be entitled to receive, in addition to any vacation pay to which he is entitled under section 10.01, the sum of three hundred and twenty-five dollars for each week of Annual Vacation thereafter granted and taken under section 10.01.

(b) An employee who was rehired by the Company as a result of being recalled following his lay-off pursuant to section 12.16 and

(i) had at least two years' service at the time of such lay off; or

- (ii) subsequently attains two years' service including any service with the Company prior to such lay off;

shall be entitled to receive the additional vacation pay referred to herein but only with respect to any such annual vacation taken by him after he has completed such two years.

- (c) An employee who forfeits his vacation by reason of a request from the Company shall be paid the sum referred to in (a) to which he would have been entitled if he had taken such vacation.

## **Special Vacation**

- 10.09** The Company will provide 5 weeks of special vacation with pay for employees who have completed five or more years of continuous service and an additional 5 weeks of special vacation with pay upon completing each additional five year period of continuous service on the basis of the following provisions which shall apply during the life of this Agreement:

- (a) Each employee who has completed 5 or more years of continuous service shall become entitled to 5 weeks of special vacation with pay in addition to all weeks of vacation with pay to which he is entitled under the other provisions of this Article.
  
- (b) The pay for each week of special vacation which is taken shall be equal to the current wage rate of the employee at the time when such week of special vacation is taken.
  
- (c) Should an employee who is entitled to any special vacation with pay fail for any reason, including retirement, discharge, quitting or death, to commence such vacation within 5 years after becoming entitled thereto, the Company shall, in lieu of granting such special vacation, pay to such employee, or to his estate should he have died, the special vacation pay to which he would have been entitled if he had taken such special vacation immediately prior to the fifth anniversary of his becoming entitled thereto or immediately prior to the cessation of his employment with the

Company or immediately prior to his death, as the case may be.

- (d) If an employee terminates his employment with the Company or is terminated by the Company for any reason, including retirement, or dies, he or his estate shall be entitled, in addition to any payment in accordance with clause (c) of this section, to an amount equal to one week's wages for each full year of continuous service, and a pro-rata portion thereof for each whole month comprising a broken year, from the date of his last entitlement to a special vacation to the date of termination or death.
- (e) In determining the length of a special vacation a week shall mean 7 consecutive days including Saturdays, Sundays and holidays falling within the period.
- (f) The allocation of vacations with pay under section 10.01 shall have priority over the allocation of special vacations hereunder.
- (g) In order to minimize interference with the normal operations of the

Company, special vacations will be granted only at such times and in such amounts as the Company in its sole discretion may determine but, subject thereto, due consideration will be given to the wishes of the employee concerned. It is anticipated that in most cases an employee will take his special vacation within the 5 year period following the date on which he becomes entitled.

- (h) Provided an employee has no outstanding Special Vacation he can have access to his next Special Vacation entitlement to the extent of one (1) week of Special Vacation for each completed year of employment during the five (5) year period either before becoming entitled to or between entitlements to Special Vacation. Any Special Vacation taken under this section will be deducted from the employee's next Special Vacation entitlement.

The Company can require that at least 20% of those entitled take such vacation in each year and that not more than 25% may take such vacation.

## **Article 11 – Leave of Absence**

**11.01** The Company will grant to an employee reasonable time off without loss in pay in the event of

(a) a serious illness of a member of his immediate family (i.e. spouse or children) and

(b) the death of any member of his immediate family or of any of his parents, sisters, brothers or parents-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, son-in-law or daughter-in-law.

Apart from the foregoing, the Company will grant an employee reasonable time off without loss in pay for other personal emergencies where the Company is satisfied that the circumstances of the personal emergency justify such leave being given. A personal emergency is a sudden, unexpected occurrence or set of circumstances demanding the employee's immediate attention.

**11.02** (a) The Company shall grant an employee a leave of absence without pay up to

30 calendar days for personal reasons if

(i) he requests such leave from the Company in writing at least 10 working days, if possible, in advance and

(ii) the Company is satisfied the leave is for good reason and will not unduly interfere with operations.

(b) Such leave may be granted for a longer period or may be extended if

(i) the Company is satisfied there is good reason for such longer period or extension and it will not unduly interfere with operations and

(ii) the request for any extension of leave is made by the employee in writing before he has completed his current leave.

**11.03** The Company may in its discretion grant an employee a leave of absence without pay for a period not to exceed one year in order to attend a recognized university or trade or technical school full time if

- (a) the course of instruction is related to the employee's employment opportunities with the Company and
- (b) such leave does not unduly interfere with operations.

**11.04** (a) The Company shall grant a total of 52 weeks of leave of absence consisting of not more than 17 weeks maternity leave and 35 weeks parental leave without pay to a pregnant employee who has completed her probationary period. If at the conclusion of her leave, the employee presents the Company with the written opinion of a qualified medical practitioner stating that she is able to perform her normal duties, she shall, if she has not been laid off or demoted while on such leave, be reinstated to her former position, but if such position no longer exists or if the employee consents, she shall be provided with similar work in the same job class and area. In the event that such employee is unable to return to work at the conclusion of the above period of leave because of complications arising out of her pregnancy and delivery, she may be



granted an extension of up to 3 months upon request.

- (b) An employee who has completed her probationary period and requests parental leave due to legal adoption shall be granted leave for not more than 36 weeks. At the conclusion of her leave the employee shall, if she has not been laid off or demoted while on such leave, be reinstated to her former position, but if such position no longer exists or if the employee consents, she shall be provided with similar work in the same job class and area.
  
- (c) An employee whose spouse is to give birth or who is adopting a child shall, if he wishes a leave of absence, make his request to the Company in writing for such leave at least 2 weeks in advance of the expected date the leave will begin and 4 weeks notice if the date leave is to end is either earlier or later than expected.

A leave granted under this section shall be limited to 37 weeks and the employee may commence such leave no more than 35 weeks after the child is born or comes into custody, care

and control of the parent for the first time.

Leave granted will be without pay and the Company may request the employee to submit a certificate of birth for the child.

- (d) The Company will continue benefits coverage for employees on maternity or parental leave of absence.
- (e) An employee shall be covered under basic sick leave for up to 6 weeks of sick benefits, upon receipt of medical documentation that she was unable to work immediately following the birth.
- (f) The Company agrees to provide employees on maternity leave, with the following supplement to Employment Insurance benefits for a period of up to 17 weeks:
  - (i) A top up to 90% of the employee's base wages (before tax and other deductions), less any other reported earnings, while serving the two-week Employment Insurance waiting period of the maternity leave, and

(ii) A top up to **90%** of the employee's base wages (before tax and other deductions) less any other earnings reported to or received from Employment Insurance for the remaining fifteen weeks.

Benefits payable to supplement Employment Insurance benefits are taxable income and deductions will be made from these payments. To be eligible, employees must have completed one year of continuous service at the date the maternity leave begins.

**11.05** Upon written request by the Local Union, the Company will grant leaves of absence without pay to employees if such leaves do not unduly interfere with operations,

(a) to attend Union conferences, or Union conventions provided such leaves (i) do not exceed an aggregate of 12 man-weeks in any one year hereunder and (ii) such notice is given not less than 10 working days in advance;

(b) to attend Union schools provided such leaves (i) do not exceed an aggregate

of 12 man-weeks in any one year hereunder and (ii) such notice is given not less than 20 working days in advance; and

- (c) to attend labour college provided (i) such leaves do not exceed an aggregate of 8 man-weeks in any one year hereunder and (ii) such notice is given not less than 20 working days in advance;

Upon written request by the Union, the Company will grant leaves of absence without pay to employees if such leaves do not unduly interfere with operations,

- (d) to attend to work of an official nature for the Union and notice is given not less than 20 working days in advance, if possible.

If the Company believes that any such requested leave of absence, if granted, will unduly interfere with operations it will notify the Local Union thereof as soon as possible and, upon request, discuss the matter with representatives of the Local Union.

**11.06** The Company shall grant leaves of absence without pay of not less than one month and not more than 2 years, on written request by the Local Union not less than 10 working days in advance to the Company, aggregating not more than 2 man-years in any one year hereunder to an employee to work in an official capacity for the Local Union or the Union.

The Company will grant leave of absence without pay for the purpose of an employee working in an official capacity for the Union or local Union, and for not more than one employee at any given time, credited service and seniority shall be maintained and accumulated. In addition, the Company will pay the cost of benefit premiums as set out in Article 15 and Letter XV.

The Company shall also grant leaves of absence without pay to Local Union Officers or their designated representatives, if such leaves do not unduly interfere with operations, for the normal administrative functions of the Local Union. Requests for such leaves shall be submitted in writing or orally to the Business Unit Human Resources

Representative, at least 24 hours in advance.

- 11.07** An employee who is called for jury duty or is subpoenaed as a witness and who as a result thereof loses time from work shall receive for each day so lost the difference between his applicable pro-rated daily or hourly rate including cost-of-living allowance, any shift or Sunday premiums and any **Nickel Bonus and Employee Performance Incentive** in effect, and the jury or witness fee to which he is entitled for such day. The Company may require the employee to furnish a certificate of service signed by the Clerk of the Court before making any such payment.
- 11.08** An employee on a leave of absence without pay, other than under the Wage Continuance Program, for at least 30 calendar days duration may continue to be covered by the Company's health insurance, dental and drug plans, and group life insurance, to the extent permitted under the respective contracts or legislation governing same, if he pays the total cost of the premiums therefor. If the leave of absence without pay is for less than 30 calendar days, the Company

and the employee shall continue paying their respective portions (if any) of such premiums.

- 11.09** The Company will grant to an employee who is required to take an X-ray under the Occupational Health and Safety Act, 1978 sufficient leave without loss in pay to enable him to take such X-ray.

The Company will grant to an employee who requires vision testing by an optometrist or an ophthalmologist sufficient leave without loss in pay to enable him to take such test.

- 11.10** The Company shall grant an employee a leave of absence without pay for up to two months to campaign for his election to any municipal, provincial or federal government office, or International Union office if he requests such leave from the Company in writing at least 10 working days, if possible, in advance.

- 11.11** The Company will grant full time leave of absence to the Local Union Unit President to serve Local Union purposes for the direct interest of the Company's employees in the Sudbury Operations. While on leave of absence the Local

Union Unit President will be paid at Job Class 15 plus any applicable Cost of Living Allowance, **Nickel Bonus and Employee Performance Incentive** for hours worked. Credited service and seniority shall be maintained and accumulated for vacation and pension purposes.

The Company also agrees to grant one day's leave with pay per month to a Local Union Officer to be designated monthly by the Local Union Unit President.

- 11.12** The Company will grant an employee who is elected to a political office at the municipal, provincial or federal level, a leave of absence without pay if required for the term of his election. While in office, the employee will not accumulate seniority, service or pension credit.

## **Article 12 - Seniority**

- 12.01** "Seniority" is the principle of granting preference to employees in promotions, demotions, transfers, resulting from change or manpower reduction, lay-offs, and rehiring after lay-offs in accordance with length of continuous service.



**12.02** (A) For the purposes of this Agreement an employee's "Seniority" shall mean the length of time from his most recent hiring date (other than as a result of a recall after a lay-off) with the Company and shall be maintained and accumulated during:

- (i) a lay-off within any period during which he was entitled to be recalled,
- (ii) any sickness or accident, and
- (iii) any leave of absence granted under Article 11
- (iv) any temporary assignment for the Company outside Sudbury Operations for up to one year.

(B) Notwithstanding the definition of seniority in sub-section 12.02 (A):

- (i) The seniority date of an individual who has never been in the bargaining unit shall be the date on which he first entered the bargaining unit.

- (ii) The seniority of an individual re-entering the bargaining unit from a job excluded therefrom by Schedule A to this Agreement, or by the Ontario Labour Relations Act, or from a job in the production and maintenance bargaining unit, shall for the purposes of section 12.08 and 12.16 only, for a period of 48 months from the date of such re-entry, be the total length of time he has been an employee in such bargaining unit. Upon the completion of such period, his seniority shall then, for all purposes, be computed in accordance with the definition in sub-section 12.02 (A).
  
- (C) For the purposes of this Agreement, the Wage Continuance Program, and other such plans, "continuous service" or, "service", shall be determined by the length of his actual service with the Company and shall not include any period of time while he was absent from work because he was on:

- (i) leave of absence in excess of 30 calendar days, except for reasons of maternity or parental leave,
- (ii) lay-off,
- (iii) strike or lock-out, or
- (iv) long term disability or Workers' Safety Insurance (WSIB).

Notwithstanding the foregoing,

- (a) a leave granted to a Local Union Officer or designated representative to serve Local Union purposes for the direct interest of the Company's employees in Sudbury under section 11.06 or to attend labour college under section 11.05 or
- (b) any period of up to 104 weeks while off under the Wage Continuance Program or off on Workers' Safety Insurance (WSIB).
- (c) any period for a vacation shutdown
- (d) any temporary assignment for the Company outside Sudbury for up to one year.

shall be included in the computation of “continuous service”, or “service” for the purpose of determining the length of vacation to which an employee is entitled under sections 10.01 and 10.09.

- (D) An individual who is hired as a temporary employee to fill a temporary vacancy shall for the purpose of this agreement, not accumulate seniority.

**12.03** Seniority shall cease if an employee:

- (a) quits, or
- (b) is discharged, or
- (c) is laid off for lack of work for a period which exceeds the duration of his recall rights as set out in section 12.19, or
- (d) fails without reasonable cause to return to work immediately upon the completion of any leave of absence which may have been granted, or

(e) if his employment is terminated for justifiable reasons of innocent absenteeism.

- 12.04** A new employee shall be considered as a probationary employee for the first 55 working days of his employment. When such employee finishes the probationary period he shall be entered on the seniority record and shall rank for seniority from the date he was last hired. There shall be no seniority among probationary employees. Notwithstanding section 3.01, the Company may discharge or otherwise discipline a probationary employee if the Company believes that he is not suitable for or able to perform adequately the job for which he was hired or is required to do.
- 12.05** The bargaining unit shall be as set forth in section 1.02 above as amended by Schedule 'A'.
- 12.06** (a) The Company will keep an up-to-date seniority record and a copy of such record shall be reasonably available for inspection in the departmental office to the extent reasonably necessary for any Steward to ascertain the seniority

status of any employee within his jurisdiction.

The Company shall provide the Local Union Unit President with up-to-date seniority lists and lists of temporary employees every month, and at the same time will furnish the Local Union Unit President with a seniority list showing the current salary of each employee and a list of overtime worked and declined opportunities.

- (b) Upon request by the Local Union Unit President, the Company shall provide the union with the following as it relates to employees:
- (1) list of employees showing their names and classifications, ranked according to seniority;
  - (2) copies of job postings, job awards, promotions, demotions and transfers;
  - (3) list of employees hired or discharged;
  - (4) list of retirements and deceased employees;

- (5) copies of job classifications, job descriptions and job evaluation data;
- (6) copies of health and insurance plans including the O.C.T. pension plan.
- (7) list of employees and the number of overtime hours worked on a monthly basis.

#### Transfers, Promotions & Training

- 12.07** (a) All permanent vacancies and temporary vacancies in excess of sixty (60) calendar days, whether for an existing job or for a newly created job within the bargaining unit shall be posted within 5 working days of the occurrence of the vacancy. Temporary Vacancies will not exceed one year in duration unless such vacancy is created as a result of a Company approved leave of absence or absences such as sickness and accident, and Long Term Disability. **Upon request from the Company, the Union's consent to extend the 60 day requirement to**

**post will not be unreasonably withheld.**

The notice for the initial vacancy in a job shall be posted for a period of 5 working days on the bulletin boards. The notice shall state the job, its class, title, location, the name of the immediate supervisor, its wage in the case of a vacancy in an existing job and its proposed wage in the case of a newly created job.

An employee, except a newly hired employee, who wishes to transfer to this vacancy or to any subsequent vacancies in the same job which result from the filling of the initial vacancy, must submit an application form, indicating up to 5 site preferences, in priority order, to the department or person designated by the Company on the notice.

An employee in a different job than that of the posted vacancy, except a newly hired employee, who wishes to apply to this vacancy or to any subsequent vacancies in the same job which result from the filling of the initial vacancy, must submit an



application form, indicating his preferences, in priority order, to the department or person designated by the Company on the notice.

The employee so selected to fill the initial or subsequent vacancies shall have until 10:00 a.m. on the day following the day that he was notified that he was successful to inform the Company of his intention to accept or decline the transfer or posting. Failure to notify the Company will be deemed a refusal.

An employee will be ineligible to apply for a transfer or posting, if he has already been accepted for a transfer or posting twice in the calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>). A newly hired employee must attain one years seniority before being eligible to apply for a transfer or job posting.

Transfer and job applications become null and void when the posted vacancy and each subsequent vacancy that resulted from the first posting is filled.

## (b) Transfers

In cases of permanent vacancies or temporary vacancies in excess of sixty (60) calendar days, the Company shall transfer the senior employee who submits an application to transfer to the same job at a different location and who can fill the normal requirements of the job before promoting an employee to fill the initial vacancy that was posted. For each subsequent vacancy that results from the initial posting, the Company shall transfer the senior employee who submits an application to transfer to the same job at a different location before promoting an employee to fill a vacancy.

## (c) Promotions

Should a vacancy remain unfilled after the transfer process has been exhausted, the Company, in filling the vacancy will then consider applications from employees who had submitted them during the posting period and shall then apply the provision of sections 12.08 and 12.09.

#### (d) Training

Should a vacancy remain unfilled after the transfer and promotion processes have been exhausted, the Company shall fill the position if it still exists and provided it does not adversely effect efficiency of operations, with a candidate who submitted a job application, did not meet the normal requirements of the job, but could be trained in a reasonable period of time.

- (i) If the job applicants are in the same line of progression as that of the posted vacancy, are at the rate of their job class and the training would involve a promotion to the next job in the progression, the Company will train the senior of those employees who applied for the posting.
- (ii) If the job applicants do not fall under the criteria specified in 12.07 (d) (i), the Company shall select the senior applicant whose qualifications best meet the normal requirements of the job as stated in the primary function

of the job description.

If during any calendar year, there are less than 2 employees trained under (d) (i) or (ii) above, the Company shall post sufficient training vacancies to bring the number to 2 for the calendar year.

If an employee accepts a training position in a lower job class, he shall be paid one job class lower than the rate of the job for which he is being trained.

If an employee accepts a training position in a higher job class, he shall be paid one job class lower than the rate of the job for which he is being trained or his old rate, whichever is greater.

The Company will establish performance standards for training which it will review with employees and the Union. Employees selected for training will be expected to meet the performance standards established.

If an employee is unable to meet such standards he will be returned to the job he held immediately prior to commencing training, or to a suitable vacancy if one exists, in the same job class and at the same rate that he held prior to training. Any employee who may have been appointed by posting or otherwise to fill any vacancies created by such transfer, permanent promotion or training shall, if no suitable vacancy exists, thereupon revert to his former job and shall be paid the rate which such employee would have been entitled to had such employee not vacated such former job.

An employee selected to be trained to fill a vacancy will be classified as in training and will be ineligible to apply for a transfer or job posting until the training period has been completed. Once the employee has successfully completed the training, he will be deemed to be the successful applicant on the posting.

- (e) An employee who is absent from work due to illness, vacation or leave of

absence during the time the job is posted shall have the right to apply for a transfer or posting during the period of the 5 days from the day the notice of vacancy was first posted or, prior to or during his absence indicate his desire to be considered for any job that may become vacant.

- (f) Within 30 calendar days from the expiration of the posting period required by clause (a), the Company shall choose the successful transferee, applicant, or trainee, if any, and place him in the vacancy, if it then exists. If the Company does not place the successful transferee, applicant or trainee in the vacancy by the end of the 30th day, it shall, commencing on the 31st day, pay him the rate applicable to that job.

The Company will endeavour to move all successful transferees, applicants, and trainees to the vacancy no later than 30 days from the expiration of the posting period.

The Company will, on the 31st day, if the successful transferees, applicants or trainees have not been placed in the

vacancy, pay them travel allowance based on the allowance currently in effect.

The travel allowance paid will be the difference in distance the employee is required to travel between his home and the location of his former job and his home and the location of his new assignment.

(g) Temporary Vacancies Between Three (3) Work Days and Sixty (60) Calendar Days

For temporary vacancies between three (3) Work Days and sixty (60) calendar days, the Company shall promote the senior employee at the site where the vacancy exists who is able to perform the normal requirements of the job. If the vacancy is not filled at the site, the Company shall promote the senior employee within the Business Unit where the vacancy exists who is able to perform the normal requirements of the job.

(h) Recall

Should a vacancy still remain unfilled, the Company shall then recall a former employee who is laid off and is able to perform the normal requirements of the job providing they have notified the Company they are readily available to perform such work.

(i) Temporary Employees

Should the vacancy still remain unfilled the Company will utilize an individual capable of performing the work.

Individuals hired from outside the Company shall receive no benefits coverage while individuals placed from within the Company (staff or production and maintenance unit) shall continue to receive the benefits applicable to their former position.

Individuals hired or placed hereunder will receive the applicable OCT rate of pay for the job and will pay union dues but will acquire no job posting rights.

Upon completion of the temporary vacancy the individual hired as a



temporary employee will have his employment terminated.

The Company shall inform the Local Union Unit President of the individual hired or placed temporarily, the vacancy for which hired and its anticipated duration.

- (j) The Union will be supplied with copies of posted job vacancies, and within 2 working days of the filling of the vacancy, the names of successful transferees, applicants, trainees, and newly hired employees.
  
- (k) An employee accepting a permanent vacancy or transfer, or a temporary job that exceeds sixty (60) calendar days under section 12.07 may return or be returned to his former job within 15 days of starting the job. Notwithstanding the immediately foregoing sentence the Company and Union may agree to extend the 15 calendar days by an additional 30 calendar days where there are performance concerns raised by either the employee or the Company. Any employee who may otherwise have been appointed by posting or

otherwise to fill any vacancies created by such transfer or permanent promotion shall thereupon revert to his former job and shall be paid the rate which such employee would have been entitled to had such employee not vacated such former job. An employee may elect to return to his former job, after having accepted a permanent promotion, no more than once a year; should an employee elect to return to his former job, the Company shall, without having to re-post the resultant vacancy, attempt to fill such new vacancy from amongst those applicants who applied for the vacancy when it was first posted in accordance with sections 12.08 and 12.09 of this Agreement.

- 12.08** In all cases of promotions to fill vacancies (other than promotions outside the bargaining unit or promotions considered by the Company to be temporary only that is, of between 3 work days and 60 calendar days) the Company shall consider the following two factors in determining which applicants are to be promoted:

- (a) seniority, and
- (b) the requirements and efficiency of operations and the ability, knowledge, training and skill of the applicant to do the normal requirements of the job.

**12.09** If factor (b) is to all intents and purposes relatively equal as between two or more applicants, their relative seniority shall govern. When considering the application of factor (b) to any applicant the Company shall not act unfairly or unreasonably.

In filling vacancies the Company shall give due preference to Article 12.07 (b), (c), and (d), however the Company shall not be confined to promoting or training any applicant if in the Company's view none of the applicants are qualified to perform the normal requirements of the job. The Company shall inform, in writing, any unsuccessful candidate for a posted vacancy, who is senior to the candidate selected, the reasons why he was not selected to fill the vacancy.

Where the Company requires applicants for a job vacancy to undergo a test, such

test will be administered in such a manner and circumstance to provide an objective evaluation of all applicants.

Tests are to be objective, uniform for all employees and relevant to the job posting which has been placed on the bulletin boards. Applicants shall be informed of their test results and where results indicate counselling is required for self improvement purposes, such counselling will be provided by the Company.

Where test results or methods are challenged the employee shall be entitled to the actual test results and methodology used by the Company.

- 12.10** If an Arbitrator or the Grievance Commissioner decides that the Company acted unfairly or unreasonably in considering the application of factor (b) pursuant to section 12.09, the Arbitrator or Grievance Commissioner shall fill the vacancy with the applicant having the most seniority if he has the ability, knowledge, training and skill to do the job.
- 12.11** In considering promotions or transfers to fill vacancies of J.C. 3 or less, the

Company shall disregard the experience gained by an employee on temporary promotions or transfers of 60 calendar days or less.

**12.12** Any employee who fills a temporary vacancy shall, on its termination, revert to the job (if such job is still in existence) in which he last worked other than on a temporary basis.

**12.13** (a) The Company may, notwithstanding section 12.07 of this Agreement, return at any time an individual to the bargaining unit as an employee provided he does not displace anyone. For the purposes of this sub-section 12.13 (a), the seniority of such individual at the time of re-entering the bargaining unit shall be the length of time he has previously been an employee in such bargaining unit. Thereafter, his seniority shall be determined in accordance with sub-section 12.02 (B) (ii).

(b) An individual re-entering the bargaining unit shall return to the same job classification and rate that he held when he left and then section 12.16 shall apply. If his former job

classification no longer exists then the individual shall re-enter the bargaining unit at the same job class and same rate as his former job classification and section 12.16 shall apply.

- (c) The Company may notwithstanding 12.07 of this Agreement place a newly hired employee with special skills not otherwise readily available in the bargaining unit provided he does not displace anyone. After being placed in the bargaining unit, seniority shall be determined in accordance with subsection 12.02 (B) (i). Prior to placing such new hire in the bargaining unit, the Company will meet first with the Union who must agree to such placement.

For the purposes of sections 12.02 and 12.13, the words 'return' and 're-enter' are synonymous and refer to an employee who was in the bargaining unit, left the bargaining unit and subsequently came back to a job in the bargaining unit.

- 12.14** An employee accepting a transfer or promotion to a job outside the bargaining unit or an individual transferred into the bargaining unit may return or be returned

by the Company to his former job during the two months following such transfer or promotion. Such employee and any employee filling any vacancy created by such transfer or promotion shall revert to his former job classification.

- 12.15** (a) The Company may from time to time designate to the Union, by notice in writing given prior to the designation, individuals who are to be given special experience or training in preparing them or trying out their capability for other or broader assignments with the Company or for future service other than to the Company. The number of such designated individuals shall not exceed at any one time 2.5% or 7, whichever is the greater, of the employees in the bargaining unit except in the case of a reduction in the workforce of at least 2.5% of the employees in the bargaining unit at which time designated individuals would be removed from the bargaining unit. The Company may promote and demote such individuals, engage, retain or dispense with the services of any such individual, and direct the efforts of such individuals from time to time free from any

limitations set out in this Article. The Company shall not designate an individual for the purpose of enabling him to qualify immediately for a job which is required to be posted within the bargaining unit.

Notwithstanding the foregoing:

- (a) no such designated individual shall be assigned to take over the job occupied at the time by an employee and
- (b) no individual who is so designated shall be employed in any one job for more than one year and may not be employed again in such job while designated during the twenty-four month period following the first period of designation.

#### Lay-Off and Recall

- 12.16** In all cases of lay-offs and demotions due to a reduction in work force (other than lay-offs and demotions of a temporary nature, i.e. having a duration of 2 weeks or less, or of an emergency nature), employees shall be laid off or demoted in



reverse order of their seniority ranking provided

- (a) that the Company may retain sufficient employees in each job to meet the requirements of operations, and
- (b) an employee shall be considered for the first job he is able and willing to perform within his job class, and
- (c) an employee to be demoted shall be demoted to the first lower job that he is able and willing to perform, where possible in his department in his area, and
- (d) an employee demoted from his job shall, if he has less than 8 years of continuous service, be provided with an opportunity to be trained for a period not to exceed 30 working days on-the-job, in a job reasonably related to the job from which he was demoted or in a job in his line of progression or in an entry level job, to which he is demoted.
- (e) an employee demoted from his job shall, if he has 8 or more years of continuous service, but less than 18

years of continuous service be provided with an opportunity to be trained for a period not to exceed six months, in a job reasonably related to the job from which he was demoted or, to a job in his line of progression or in an entry level job, to which he is demoted.

- (f) an employee demoted from his job shall, if he has 18 or more years of continuous service, be provided with an opportunity to be trained for a period not to exceed 1 year, in a job reasonably related to the job from which he was demoted or, to a job in his line of progression or in an entry level job, to which he is demoted.
  
- (g) Where there are no technical assistant positions in the mine, instrumentation, geology, or met research lines of progression, the Company shall provide 1 training opportunity in each of the above lines of progression for employees who are entitled to 1 year training provided there is an employee junior to them in a technician's position in such line of progression at Job Class 5.

An employee utilizing this provision must continue to participate in and successfully complete the necessary academic and in-house training courses for the Technician I position.

(h) In the case of layoffs, demotions or workforce reductions, employees temporarily assigned outside Sudbury will, for the purposes of this Article, be considered as being in their permanent occupation.

**12.17** An employee who is temporarily transferred or demoted to another job due to a reduction in the work force during a vacation or production shutdown shall, on the termination of the temporary transfer or demotion, revert to the job in which he last worked prior to the commencement of the vacation or production shutdown provided it still exists and he does not displace anyone with greater seniority. If such job no longer exists such employee shall be returned to his former permanent job classification for the purpose of applying Article 12.16.

**12.18** The Union and those employees concerned shall be given a list of the

employees to be laid off 20 working days, wherever possible, prior to the date of such lay-off.

- 12.19** If an employee is laid off by the Company pursuant to section 12.16 and has the following years of seniority, he shall, during the period of time set opposite such years of seniority from the date of lay-off, have preferential rights (hereinafter called "recall rights") for re-hiring in the event workers are required for jobs in the bargaining unit other than jobs of a temporary or emergency nature:

Under one year's seniority..... 18  
months

Over one year and up to three  
years' seniority..... 36  
months

Over three years' seniority and up  
to four years' seniority..... 48  
months

Over four years' seniority..... 60  
months

However, when the Company requires any individuals for work of an emergency or temporary nature, it shall give any laid-off former employee an opportunity to do such work, consistent with the following provisions:

- (a) Laid-off former employees required by the Company for work of an emergency or temporary nature who have informed the Company they are readily available, are readily available and can perform such work will, if the temporary or emergency work is to be for a period between three (3) work days and sixty (60) calendar days, be offered the work. When allocating such work the Company will give preference to such aforementioned laid-off former employees who have the greatest seniority. Such laid-off former employees will not acquire any rights provided by the Collective Agreement except those rights to permanent rehire as set out in the relevant portions of sections 12.19, 12.20, 12.21, 12.22 and 12.23 and shall be subject to the dues check-off provisions of section 18.02.

The Company may attempt to contact laid off former employees by such method as may be reasonably available in the circumstances and shall confirm such contact by registered mail to the last address recorded with the Company to the senior of such laid off former employees who can perform such work.

1. laid-off former employees who accept such offer of temporary or emergency work between three (3) work days and sixty (60) calendar days shall receive the current O.C.T. rate of pay for such work including COLA and vacation pay on a prorated basis.
- (b) Laid-off former employees required by the Company for work of an emergency or temporary nature who have informed the Company they are readily available, are readily available and can perform such work, and who have the greatest seniority will, if the temporary or emergency work is to be for a period in excess of sixty (60) calendar days or longer:

1. be employed by the Company for a duration of such temporary or emergency work only; on the expiry of the temporary or emergency work for which the laid-off former employee was required, he will revert to the status of a laid off former employee;
2. receive the current O.C.T. rate of pay for such work including COLA, Holiday Pay, provided he meets the criteria established by section 9.02 of the Collective Agreement, and Vacation Pay on a prorated basis;
3. receive O.C.T. benefits, including Casual Leave benefits;
4. acquire no job posting rights nor transfer rights nor any rights as per section 12.16, but shall be subject to the dues check-off provisions of section 18.02;
5. accumulate seniority and service while continuously performing the temporary or emergency

work which is in excess of sixty (60) calendar days or longer.

Prior to being laid off, the Company will provide a form to an employee to enable the employee to indicate to the Company his availability for such emergency or temporary work.

- 12.20** Those former employees laid-off whose recall rights have not expired, who have the greatest seniority and who are able to perform the jobs available shall, as required by the Company, be sent a notice stating the nature of the job, the proposed time and place of hiring. Such notice shall be mailed by registered mail to each person addressed to the last address which he shall have recorded with the Company or by such other method as may be mutually agreed to between the Local Union and the Company.

The recalled employee must notify the Company of his intention to return to work within 10 calendar days of the date of the recall notice and must return to work within 30 calendar days of such date or make alternative arrangements satisfactory to the Company. No such



recalled former employee shall be refused re-employment solely because of a medical, mental or physical condition which existed at the time he was laid off.

A former employee who refuses recall to a lower rate job will not, by reason thereof, lose his right to recall but will lose future claim in the current lay-off to the job which he has refused to accept.

The Company will provide the Union with a list of former employees who have refused permanent recall.

- 12.21** The former employees to whom such notices are sent and who report ready for work at the time and place stated in the notice, shall be rehired in accordance with their respective seniority. The Company may fill any available jobs on a temporary basis pending the rehiring of those having recall rights. The Company shall not be required, however, to rehire at any time any former employee who shall have failed to report for rehiring in accordance with and at the time stated in any such notice so sent to him.
- 12.22** If a recalled former employee prevented by sickness from reporting to work on the

day specified in his notice notifies the Company in writing on or before such day he shall not, by reason of such inability to report to work, lose his recall rights.

- 12.23** Where a former employee, who has been laid off by the Company and still retains recall rights under the provisions of this Article, contends that his lay-off was in contravention of the provisions of this Agreement or that the Company's failure to recall or rehire him constitutes a contravention of this Agreement he shall be considered an aggrieved employee for the purpose of presenting and processing such contention under the provisions of Article 5 above.

In the event that it should be decided that a former employee's lay-off or the Company's failure to recall or rehire him was in contravention of the provisions of this Agreement and such former employee is not otherwise disqualified, the Company shall reinstate such former employee and pay full compensation at his regular salary for the time lost. Upon such reinstatement there shall be deemed to have been no break in the employee's continuous service.

## Article 13 –Wages

- 13.01** Effective **12:01 a.m., March 1, 2010**, the Cost-of-Living Allowance of **\$.27** per hour worked being paid on **February 16, 2010**, as an Allowance shall be added into the wage rates then in effect. Such Allowance is included in the wage rates effective **March 1, 2010**, set out in Schedule "D" attached.
- 13.02** The wage rate scales shall be applied in accordance with the following:
- (a) If the Company demotes an employee into a lower Job Class or transfers an employee to the same Job Class he shall continue to be paid at the same rate he was receiving prior to such demotion or transfer or the rate of the class into which he was demoted or transferred, whichever is the lower.
  - (b) If the employee, at his own request, is demoted into a lower or transferred within the same Job Class, he shall be paid at the rate of the Job Class into which he is demoted or transferred.
  - (c) In the event that the Company

determines to hire or pay any employee at a wage rate in excess of the standard rate for his job for reasons other than training, or due to technological change, or for reasons of accommodation due to Human Rights legislation or because their rate was red-circled through Joint Job Evaluation, then the Company shall increase the wage rate paid to every other employee then employed in such job by the amount of such excess over standard.

**13.03** An employee who is temporarily assigned to do the work of another employee in a higher Job Class shall receive an increase equal to the rate of such higher Job Class, for work performed.

**13.04** Cost of Living Allowance

A Cost-of-Living Allowance ("COLA") based on the Consumer Price index (1986=100) (the "CPI") issued by Statistics Canada will, if applicable, be paid to each employee and calculated as hereinafter set out.

The COLA shall be computed using the

CPI for December **2009** as the base CPI. The first COLA will use the difference between the base CPI and the first Comparison Month, which will be the month of March **2010**. A one (1) cent adjustment (the adjustment) shall become payable for each .084 change in the CPI.

The first COLA adjustment is payable the pay period immediately following the publication of the CPI for the month of March **2010**. Subsequent COLA payments will be according to the following schedule using the following Comparison Periods:

Adjustment Dates on the first pay period on or after publication of the CPI for:	Comparison Periods use the CPI for:
<b>March 2010</b>	<b>December 2009 – March 2010</b>
<b>June 2010</b>	<b>March 2010 – June 2010</b>
<b>September 2010</b>	<b>June 2010 – September 2010</b>
<b>December 2010</b>	<b>September 2010 – December 2010</b>
<b>March 2011</b>	<b>December 2010 – March 2011</b>
<b>June 2011</b>	<b>March 2011 – June 2011</b>
<b>September 2011</b>	<b>June 2011 – September 2011</b>
<b>December 2011</b>	<b>September 2011 – December 2011</b>
<b>March 2012</b>	<b>December 2011 – March 2012</b>
<b>June 2012</b>	<b>March 2012 – June 2012</b>
<b>September 2012</b>	<b>June 2012 – September 2012</b>
<b>December 2012</b>	<b>September 2012 – December 2012</b>

The COLA will not form part of the base wage but will be calculated as a float and paid in addition to the base wage. A

decline in the CPI will reduce the float but will not affect the base wage for each hour worked at regular rates.

Effective March 1 **2011**, March 1, **2012**, and March 1, **2013**, or the start of the pay period immediately preceding March 1st of each year, respectively, the Allowance, if any, in effect after the issuance of the December **2010**, December **2011**, and December **2012** CPI shall be added in to the wages then in effect and the Allowance shall revert back to zero.

No adjustment, retroactive or otherwise, shall be made as a result of any revision which subsequently may be made in any Consumer Price Index.

The continuance of the adjustment shall depend upon the availability of the CPI calculated on its present basis and in its present form. In the event the CPI is not so available the parties shall mutually agree to an alternative equitable arrangement.

## **Article 14 – Job Evaluation**

- 14.01** The Joint Job Evaluation and Classification Program for Office, Clerical and Technical jobs dated February 2007 (hereafter referred to as 'The Program') is incorporated into this Agreement as Appendix A and its provisions shall apply as if set forth in full herein.

In the event of any conflict between the provisions of the Program and this Agreement with respect to administration of the Program, the provisions of the Program shall prevail.

Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of the Program.

- 14.02** Except as otherwise provided, no basis shall exist for an employee to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.
- 14.03** A list of job titles and job classes of all jobs performed by employees in the



bargaining unit is incorporated into this Agreement as Schedule "E".

**14.04** The Company will furnish to the Union a list of all incumbents who are red-circled. Such a list will contain the following:

- (a) Name of employee
- (b) Job title
- (c) Job class
- (d) Weekly wage rate
- (e) Amount of red-circle differential as of March 1, 2001
- (f) Applicable progressive rate at which red-circle differential applies.

**14.05** Except as such red-circle differential may be changed as contemplated by section 14.11, any employee included in the list referred to in section 14.04 above shall continue to be paid during the currency of this Agreement such red-circle differential for such time as the employee is assigned to the applicable level of the job for which the red-circle differential

was established.

- 14.06** If an employee receiving a red-circle differential is promoted to a job of higher job class, a new red-circle differential shall be established if the employee is assigned to an applicable rate level which is less than his current rate.
- 14.07** If an employee receiving a red-circle differential is demoted to a job of lower job class, payment of his differential shall be terminated.
- 14.08** If an employee receiving a red-circle differential is transferred, at the request of the Company, to another job in the same job class, there shall be no change in his differential except as provided in section 14.11.
- 14.09** If such employee referred to in section 14.06, 14.07 or 14.08 is returned to the job for which the red-circle differential was established, the red-circle differential shall be reinstated except as it may have been reduced or eliminated by the provisions of section 14.11.
- 14.10** The progression from one rate to a higher rate classification on a given job shall

operate to reduce the red-circle differential by the amount of the progressional increase or to eliminate such differential if it is less than the amount of the progressional increase.

- 14.11** In addition to other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate red-circle differential.

Where the parties agree to across-the-board or percentage increases, employees receiving a red-circle differential will be entitled to the across-the-board or percentage increase in the first year of an agreement; however, any subsequent across-the-board increases will be withheld and will be used to reduce or eliminate the amount of the red-circle differential.

- 14.12** If during the currency of this Agreement a job is reclassified downward, the incumbent employee's wage rate at the time of such reclassification while he remains in such job shall be held constant ("red-circled") and shall remain so until the new standard rate becomes greater than such wage rate, at which time he

shall receive the new standard rate. Subject to the foregoing sentence, the provisions of sections 14.05 to 14.11, inclusive, shall apply to such red-circled jobs and to any red-circled differential being paid in connection therewith.

#### **14.13 Direction of Others**

When an employee is temporarily assigned to exercise direction over another employee or employees in his own job class or higher, or is temporarily assigned to exercise direction over individuals or contractors, he will be paid a directional difference of two job classes above his own job class.

An employee training another employee for replacement on his own job shall not be considered as exercising direction; ordinary communication and requests for co-operation shall not be construed to be direction.

### **Article 15 - Pension Plan and Welfare Benefits**

- 15.01** The employees shall continue to receive the benefits provided under the Company's Office, Clerical and Technical

Workers' Pension Plan (District of Sudbury), Appendix "A" hereto and the Plan shall form part of this collective agreement.

**15.02** Should any difference arise between the Company or any of the employees or between the Company and the Local Union as to the interpretation, application, administration or alleged violation of the provisions of the aforesaid Pension Plan, such difference shall be settled in accordance with the grievance procedure set out in Article 5 including arbitration.

**15.03** (a) All employees who have completed their probationary period shall be entitled to the benefits of the following, all subject to and in accordance with the terms and conditions as set out in this Article, in any insurance policy issued in respect thereof and in the Plan or program itself or any successor thereof:

- (i) Supplementary (semi-private)
- (ii) Prescription Drugs (35 cent deductible)

Only drugs approved by the Ontario Drug Plan will be added to the coverage list. Lifestyle drugs e.g., the "patch" and similar items are limited to once every five years.

Generic drugs are required to be substituted wherever possible.

The Company will reimburse the cost, upon furnishing receipt, of drugs that were not on the Ontario Drug Benefit (ODB) plan at the time of purchase but have since been added since the time of purchase.

Reimbursements will be payable for drugs purchased during the period 3 years immediately prior to the addition of the drug to the ODB plan. If a prescribed drug has not been added to the ODB but is considered to be medically necessary in life threatening or life sustaining situations or in cases of terminal illness and cannot be adequately substituted by a drug on the ODB, these situations will be reviewed on a case by case basis to determine eligibility for reimbursement.

- (iii) Group Life Insurance Plan with coverage in an amount equal to

one and one-half times annual wage rounded up to next \$1,000, with Accidental Death and Dismemberment in like amount;

- (iv) If the Company requests an employee to take a medical that is not covered by OHIP, the company will reimburse the employee for the cost.
- (v) Wage Continuance Program;
- (vi) Effective the first of the month following ratification by the Union members Basic Dental Plan with first dollar coverage, the benefits of which shall be based on the **2009** Ontario Dental Association Fee Schedule and maintain a one year lag thereafter.

The purchase of dentures and bridges subject to a 50% co-insurance.

- (vii) Major Medical Plan including Vision Care Plan

Effective the first of the month following the date of ratification the Major Medical Plan includes doctor prescribed hearing aids to a lifetime maximum of \$600.00. The Plan will also provide hospital and medical expenses outside of Ontario not paid by OHIP, subject to and in accordance with the terms and conditions as set out in this Plan, in any insurance policy issued in respect thereof and in the Plan or program itself or any successor thereof.

The service of chiropractors, podiatrists/chiropractists and physiotherapists to be covered to a maximum of \$400.00 per family member for active employees.

- (viii) The Vision Care Plan will provide payment to a maximum of \$250.00, not more than once every two years per family member, toward the cost of prescription glasses, including frames and lenses, or contact lenses.



**The Vision Care Plan will provide a lifetime maximum payment of \$1,000 per eligible plan member towards the cost of laser eye surgery.**

- (ix) The Company will proceed with Positive Enrolment and Co-ordination of Benefits process for all applicable benefits for all active and retired employees.
  
- (x) **PSA (Prostate-Specific Antigen) Blood Tests**  
The Company agrees to cover the cost of one PSA blood test, in any 12 consecutive month period, for all employees and retirees over 45 years of age.
  
- (xi) **CA (Cancer Antigen) - 125 Blood Tests**  
The Company agrees to cover the cost of one CA - 125 blood test (for the detection of ovarian cancer), in any 12 consecutive month period, for all employees and retirees over 45 years of age.

If an employee successfully completes his probationary period he shall be

reimbursed for all such premiums as he may have paid.

In any case where Government sponsored Plans become available in whole or in part as substitutes for any of the above plans, the Company's obligation regarding premium costs shall be accordingly changed.

- 15.03** (b) Notwithstanding the foregoing, student employees who have completed their probationary period are entitled only to:
- (i) OHIP if not covered by their parent's or spouse's plan or to the extent not eligible for premium assistance;
  - (ii) Group Life Insurance Plan with coverage in an amount equal to annual wage rounded up to next \$1,000, with Accidental Death and Dismemberment in like amount;
  - (iii) Wage Continuance Program benefits for a period not in excess of 52 weeks.

If a student employee successfully completes his probationary period he shall be reimbursed for all such premiums as he may have paid.

- (iv) The Company will extend coverage to the sons and daughters of employees in full time attendance at college and university under the age of 25 years for Semi-Private Hospitalization, Major Medical Plan, Vision Care Plan, Drug Plan and Dental Plan.
- (c) Employees who retire as well as current retirees and survivors will be provided with Life Insurance in the amount of \$6,000.
- (d) The Company will pay the premiums of the out of country coverage (MANUASSIST) for employees and retirees.
- (e) The Company shall pay 100% of the premiums and costs of the plans and program set out in clauses (a), (b) and (c) during the currency of this Agreement.

In all cases where Government sponsored Plans become available as substitutes in whole or in part for any of such plans or programs, the Company's obligation regarding premium or other costs shall be accordingly changed.

## **Article 16 - Technological Change**

**16.01** The Company and Union recognize the importance of lessening the effect of technological change upon the job security and the earnings of any employee who may be demoted from his regular job as a result of such change.

Technological change means the automation of equipment or the mechanization or automation of operations or changes in computer applications or introduction of new equipment which directly results in the manner in which the Company carries out its work. Technological change may occur incrementally; however, such incremental changes may, over time, result in a change in the manner in which the Company carries out its work.

If technological changes are introduced which result directly in the demotion of an employee, the wage rate of such employee, if he has at least 5 years of continuous service at the date of the demotion, shall not be reduced during the subsequent 12 months and if he has at least 10 years of continuous service at the date of the demotion, shall not be reduced during the subsequent 24 months and if he has at least 20 years of continuous service at the date of the demotion, shall not be reduced during the subsequent 36 months and thereafter such wage rate shall not be reduced by more than one job class or, the Company shall not reduce the employee's rate of pay until the number of months lapsed from the date of such technological changes are equivalent to the employee's continuous service, whichever is greater. This provision shall not apply in the case of demotions resulting from reasons other than technological change.

If the introduction of the foregoing technological change results in the subsequent demotion of any other employee, the rate of pay of such employee, if he has at least 5 years of continuous service at the date of the

demotion, shall not be reduced during the subsequent year and thereafter shall not be reduced by more than one job class in any succeeding year up to a maximum of three years from the date of demotion. It is a condition of this section that any such employee:

- (a) shall accept any training in any job classification which is offered to him by the Company unless there are reasonable grounds for his declining and such training shall be offered with due preference to seniority;
- (b) will be deemed to be an applicant for any job vacancy which is posted in his department for a job the rate for which is higher than the rate of his actual job classification at the time of posting and if he is named as the successful applicant for any such job and refuses to accept the promotion, he shall cease to be entitled to the benefits of this section;
- (c) if he applies pursuant to section 12.07 of this agreement for transfer to a job in a lower job classification and he is transferred as a result of his

request, he shall cease to be entitled to the benefits of this section.

If such technological changes are to be introduced, the Company will notify the Local Union, as far in advance as possible but at least 90 days prior to the proposed date of introduction, of the nature of the change, the proposed date of introduction of the change and the number and classification of employees likely so to be affected.

The Company will provide such reasonable amount of on-the-job training which shall be not less than 6 months provided training is required, at its expense, where necessary, as will enable an employee affected by such change to acquire the necessary knowledge or skill to retain his job or as will enable any such employee to fill a job, reasonably related to the job from which he has been demoted, in the job class level to which he has been demoted or in an entry level job, in accordance with his seniority rights. Any such demotion shall be made using the procedures set out in section 12.16 of this Agreement.

**16.02** The Company and Union shall form a Joint Technological Change Committee consisting of not more than two employees from the Union with whom the Company will discuss technological changes which result in the demotion of an employee. Time off work to attend meetings with the Company to discuss technological changes will be without loss in pay.

The Joint Committee will discuss the effects the change may be expected to have on employees.

## **Article 17 - Safety and Health**

The Company and Union share a mutual concern for the safety and health of employees and recognize that this concern can best be expressed by a joint and mutual effort.

The parties agree that if at any time during the currency of this Agreement either of the parties wishes to discuss improvement of Safety and Health programs including the structure or function of Safety and Health Committees, the parties will meet to consider any changes that may be appropriate.



**17.01** To direct our joint and mutual efforts the Company and Union shall form the following committees:

- (a) The Sudbury District Safety and Health Committee may meet annually, or at the request of either party. The Committee will be responsible for:
  - (i) communicating policy and reviewing District-wide programs of accident prevention and occupational health as it relates to employees;
  - (ii) reviewing and evaluating effectiveness of Business Unit programs;
  - (iii) to discuss other issues of mutual concern

## Union Membership

Local Union Unit President  
Union Safety and Health Chairman  
Union Safety and Health Business Unit  
Co- Chairman (3)  
An International Representative of the  
Union

## Company Membership

Business Unit Co Chairs (3)

Business Unit Senior Safety Representatives

As necessary, designees may be appointed to attend Committee meetings.

### (b) Safety and Health Business Unit Committees

There shall be three Safety and Health Business Unit Committees comprising employees of their respective Business Units

- (i) Sudbury Smelter Business Unit Safety and Health Committee will consist of two Local Union representatives and two Company representatives
- (ii) Mine/Mill Business Unit Safety and Health Committee will consist of one Local Union representative and one Company representative from each of the operating sites
- (ii) Xstrata Process Support Business Unit Safety and Health

Committee will consist of two  
Local Union representatives and  
two Company representatives

Each Business Unit must have one Union and one  
Company certified member.

Where mutually agreed upon, membership at a  
Business Unit Company-Union Safety and Health  
Committee may be changed in order to meet  
scheduling problems.

Each Business Unit Committee will meet monthly,  
or at other times if mutually agreed to by the  
parties.

These committees will be responsible for:

- (i) implementing District Committee  
programs;
- (ii) determining Business Unit  
programs;
- (iii) reviewing and evaluating  
Business Unit programs;
- (iv) resolving Business Unit problems;
- (v) inspecting and reporting on its  
respective site

The Committee for such inspections shall consist  
of:

One site Local Union representative and  
one site Company representative. In  
addition, at the request of the District

Union Safety and Health Chairman, he and/or an employee with special knowledge on a specific problem may also join the inspection.

Each Business Unit Inspection Committee will inspect each site on a monthly basis. It may not be practical for a Site Inspection Committee to inspect monthly and in such cases the Site Inspection Committee will determine its meeting schedule.

It is understood that the focus of the Site Inspection Committee shall be those areas of the Company where the primary responsibility for the safety condition of the workplace rests with O.C.T. employees. Nothing herein shall be inferred to prohibit the Site Inspection Committee from investigating any work location raised as a concern by an affected O.C.T. employee.

The inspecting committee will, following the physical inspection, discuss its findings and mutually concur on the report.

- (c) Each of the Local Union and the Company will select a Co-chairman for each Business Unit Committee. Each Co-chairman will provide an agenda for each meeting and act as chairman of alternate meetings.

- (d) No member of any of the safety committees set out in (a) and (b) above shall suffer any loss of pay as a result of their absence from work while attending meetings of such committees.
  
- (e) The Company will pay a travel allowance pursuant to the current rates to a member of the Sudbury District Safety & Health Committee or Business Unit Committee who is required to use his personal transportation to travel to any meeting of such Sudbury District Safety & Health Committee or Business Unit Committee. The travel allowance payable will be one-way trip only from his permanent work location to the location of the meeting should the employee not return to work after the meeting. If the employee does return to his permanent work location after the meeting, he will be paid a return trip travel allowance from his permanent work location to the location of the meeting.

- 17.02** The existing safety devices and practices of the Company for the purposes of protecting employees from injury, accidents and unhealthful conditions of work during their working hours shall be continued subject to change as the Company may from time to time determine to be advisable. Each employee has the right and obligation to report unsafe conditions and practices to his immediate supervisor.
- 17.03** The Company shall provide the Union Co-chairmen of the Business Unit Safety and Health Committees each with a copy of the monthly list of accidents including non-injury accidents involving employees and lists of employees applying for Workers Safety Insurance (WSIB).
- 17.04** The Local Union Unit President or his designee shall be notified as soon as possible of any fatal accident involving an employee in order that the Unit President or his designee may be accompanied to the site of such accident.
- 17.05** If new Ontario Government legislation is promulgated that effects this Article 17, Safety and Health, the parties will meet to implement any changes as required by

such legislation, provided however that such changes do not result in the duplication of existing procedures agreed to by the parties.

**17.06** The Company will grant three days' leave with pay per month to the Union Safety and Health Chairman, or his designee, to serve Local Union purposes for the direct interest of the employees at the Company's Business Units (i.e. attending monthly JHSC Business Unit meetings, if requested by either party).

**17.07** Right to Refuse to Perform Unsafe Work

The Company confirms that it will continue its existing policy with respect to the right of an employee to refuse to perform unsafe work.

If the employee has reason to believe that any work, workplace, equipment or machinery is likely to cause a danger to himself or another worker, the employee has a right to refuse to perform the work or operate the equipment or machinery.

An employee shall not be disciplined or suspended without pay for exercising such right.

**17.08** Workers Day of Mourning

The Company will grant leave without loss of pay for each of the three (3) Union Safety and Health Business Unit Co-chairs, or designee, in order that they attend the annual Workers Day of Mourning Ceremonies held on April 28, if such leave does not unduly interfere with the requirements of operations.

**Article 18 - Union Security**

**18.01** The Company shall during the life of this Agreement deduct as a condition of each employee's continued employment, from the pay cheque due in each pay period to each such employee, a sum equal to Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union Constitution and remit the same prior to the 10th day of the month following the month in which such deductions are made, to the International Treasurer of the Union. The Company shall, at the time of making each such payment to the



International Treasurer of the Union, name the employees from whose pay such payments have been deducted.

- 18.02** The following shall govern the deduction of dues in any pay period from the pay of anyone transferred to or out of the bargaining unit covered by this Agreement: the amount of Union dues paid by an employee shall be pro rated based on the time spent in the bargaining unit during the pay period.

## **Article 19 – General**

- 19.01** There shall be no solicitations of membership in any union organization or collection of union dues or any union activity in any of the Company's buildings or anywhere within the fenced area enclosing the Mines and the Plants. This clause shall not be construed to prevent employees from engaging in casual conversation relating to Union affairs.
- 19.02** The Company shall provide the Union with adequate bulletin boards in prominent places for the posting of Union notices and bulletins approved in advance by the Company.

**19.03** Subject to 19.02, and with prior approval of the Company, bills, bulletins, newspapers, handbills or other documents may be posted or distributed within any Company building or anywhere within the fenced area enclosing the Offices, Mines and Plants of the Company by the Union or by any employee.

**19.04** The Company agrees that meetings every six months between members of the Union executive and a Union Staff Representative and top members of local management, including the General Manager, would be beneficial to the betterment of the relationship between the parties. The Company will grant time off without loss in pay for those members of the Union Executive to attend the meeting and such time off will be considered as time worked.

**19.05** Humanity Fund

The Company will deduct monthly, from each employee an amount of 1 cent for every hour worked and will remit the amounts deducted to the Union. No deductions will be made from employees who opt out of contributing to the fund

when the Union informs the Company of such opting out. The Company will provide the Union with information on hours worked and total deductions.

#### **19.06** Education Fund

Each quarter, the Company will pay \$0.04 per hour for all regular hours worked by employees in the Bargaining Unit and will provide a record of hours worked.

#### **19.07** Nickel Price Bonus

Xstrata Nickel will pay every half year, a Nickel Bonus based on Nickel Price, Hours Worked, and Xstrata Nickel Profitability.

The Nickel Bonus will be paid within 30 calendar days of release of half year and full year financial results to the market.

The Nickel Bonus is based on the following formula:

Nickel Bonus Formula = (Realized Nickel Price - Starting Nickel Price)

Sample payments are reflected in this table:

Nickel Price \$US	\$/hour worked
Starting Price = 4.00	0.00
4.50	0.50
5.00	1.00
5.50	1.50
6.00	2.00
6.50	2.50

The Company agrees to pay the nickel bonus to employees who are absent from work but are nevertheless paid and such time is considered as time worked, e.g. leave for stewards time off, Pay Equity, Joint Job Evaluation, Safety and Health, Local Union Unit President's leave under section 11.11, etc.

- 19.08** The Company will make a gift of \$100.00 each Christmas to each employee hired before the first day of September of the year in which the Christmas falls.

## **19.09 SUDBURY OPERATIONS EMPLOYEE PERFORMANCE INCENTIVE**

In addition to the Nickel Price Bonus in article **19.07** and to financially recognize the performance of **Sudbury Operations** employees in achieving performance targets, **Xstrata Nickel** will pay every half year, a **Sudbury Operations Performance Incentive** based on hours worked and the actual performance achieved at **Sudbury operations**. The **Sudbury Operations Employee Incentive** will be paid within 30 calendar days of release of half year and full year financial results to the market. The **Sudbury Operations Employee Performance Incentive** will be paid as per the table below regardless of the profitability of **Xstrata Nickel**:

<b>Sudbury Operations Performance</b>	<b>\$/hour worked</b>
<b>101% to less then 102%</b>	<b>0.50</b>
<b>102% to less then 103%</b>	<b>1.00</b>
<b>103% to less then 104%</b>	<b>1.50</b>
<b>104% to less then 105%</b>	<b>2.00</b>
<b>105% to less then 106%</b>	<b>2.50</b>
<b>106% to less then 107%</b>	<b>3.00</b>
<b>107% to less then 108%</b>	<b>3.50</b>
<b>108% to less then 109%</b>	<b>4.00</b>
<b>109% to less then 110%</b>	<b>4.50</b>
<b>110% or greater</b>	<b>5.00</b>

The Company agrees to pay the **Sudbury Operations Employee Performance Incentive** to employees who are absent from work but are nevertheless paid and such time is considered as time worked, e.g. leave for stewards time off, Pay Equity, Joint Job Evaluation, Safety and Health, Local Union Unit President's leave under section **11.11**, etc.

## 19.10 Xstrata Process Support Employee Performance Incentive

In addition to the Nickel Price Bonus in article 19.07 and to financially recognize the performance of Xstrata Process Support employees in achieving performance targets, Xstrata Process Support will pay every half year, an Xstrata Process Support Performance Incentive based on hours worked and the actual performance achieved at Xstrata Process Support. The Xstrata Process Support Employee Incentive will be paid within 30 calendar days of the disclosure of the Xstrata Process Support Financial Statements. The Xstrata Process Support Employee Performance Incentive will be paid as per the table below regardless of the profitability of Xstrata Nickel:

Profitability Bonus	
Profitability (1/2 Year)	\$/hr payout
100,000	0.10
200,000	0.20
400,000	0.40
600,000	0.60
800,000	0.80
1,000,000	1.00

Safety Bonus	
TRIFR	\$/hr
>20	0.0
>10 - 20	0.25
0 - 10	0.50

Cap at \$4.50

The Company agrees to pay the Xstrata Process Support Employee Performance Incentive to employees who are absent from work but are nevertheless paid and such time is considered as time worked, e.g. leave for stewards time off, Pay Equity, Joint Job Evaluation, Safety and Health, Local Union Unit President's leave under section 11.11, etc.



Definitions relating to Articles 19.07, 19.09, 19.10:

**Sudbury Operations Performance:**

Performance Target		Weighting
Sudbury Operations Total Reportable Injury Frequency Rate	% vs. budget	25%
Mines/Mill Contained Ni + Cu in Concentrate (kt Ni + Cu)	% vs. budget	25%
Smelter Net Metals Production (kt Ni + Cu+Co)	% vs. budget	25%
Sudbury Operation Costs (\$M CDN)	% vs. budget	25%
		100%

**Xstrata Nickel:** is defined as the Nickel business segment contained within the segment analysis of the Xstrata plc half year and annual financial reports.

**Xstrata Nickel Profitability** is defined by a positive result of Earnings Before Interest and Taxes including exceptional items as disclosed in the segment analysis of the Xstrata plc half year and annual financial reports, less interest charges.

**Xstrata Process Support Profitability (for the purposes of Xstrata Process Support performance incentive bonus)**: is defined by a positive result of Earnings before Interest and Taxes (**EBIT**) including exceptional items as disclosed in the **Xstrata Process Support Financial Statements** in US dollars on a half year and annual basis, less interest charges.

**Nickel price BUS**: used in the formula is the average realized price in **\$US** received by **Xstrata Nickel** for sales of refined nickel in all forms.

**Sudbury Operations Total Recordable Injury Frequency Rate**: for all of **Sudbury Operations** as defined by the **Xstrata Sustainable Development Definitions, Reporting Guidelines** and references.

**Interest**: is calculated as the **Xstrata Nickel** proportion of **Xstrata Total Net Assets** from Continuing Operations before consideration of assets and liabilities not directly attributable to a business segment, multiplied by the net finance costs (Finance Costs less Finance income Before Exceptional Items) from Continuing Operations. All items

**as disclosed in the segment analysis of the Xstrata plc half year and annual financial reports.**

## **Article 20 - Further Conferences**

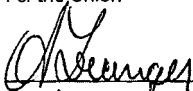
**20.01** Either party to this Agreement may require the other party to enter into negotiations for the renewal of this Agreement on 10 clear days notice given to the other party within the period of 3 months immediately prior to its expiry date. Such negotiations shall be held at Sudbury, Ontario.


## **Article 21 – Termination**

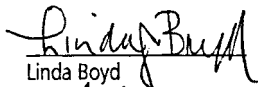
**21.01** This Agreement shall become effective at 12:00 a.m. on March 1, **2010**, following the ratification by the Union members of the terms of the company's offer dated February 28, **2010** unless expressly stated herein to the contrary, and shall terminate at **11:59 p.m.** on the 28th day of February **2013**.  
Any provisions of this Agreement altering the provisions of the Agreement dated February 28, **2007**, shall not become effective until the day after the date of ratification, unless so stated herein.


DATED AT SUDBURY, ONTARIO this 28<sup>th</sup> DAY of FEBRUARY, 2010

For the Union

  
Gerry Loranger


  
Marc Ayotte

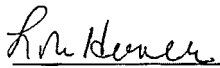
  
Linda Boyd

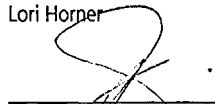
  
Andrew Maville


  
Derek Tedlis

For the Company

  
Doug Conroy

  
Lori Horner

  
Jeff Cayen

  
Roger Emdin

  
Kimberly Paparo

## **Schedule "A"**

### ***Classification of Employees Excluded from the Bargaining Unit***

1. Senior Surveyors
2. Employees in the Personnel Department
3. Employees in the Industrial Relations Department
4. All Secretaries in the Division Office of the Edison Building
5. Control Assistant to Management
6. Property Agent Sudbury
7. Historian
8. Professional Engineers
9. Secretaries to the Manager, Assistant Managers, Chief Accountant and General Superintendents
10. One Secretary or Clerk selected by the Company in each of the Falconbridge Mines Department, the Falconbridge Services Department, the Onaping General Office, the Strathcona Mines Department, the Falconbridge Plants Office, the Fecunis Building
11. Storekeeper at Falconbridge
12. Plants Office Supervisor
13. Accountant, Sudbury Operations
14. Stores Accountant
15. Work Study Leaders
16. Program Mineralogist

## **Schedule "B"- Rules Governing Proceedings of Grievance Commissioner**

1. The parties when referring a grievance or direct difference to the Grievance Commissioner shall also provide him with a summary of the facts agreed to or in dispute, the respective positions of the parties and, in the case of a grievance, the written grievance at Stage Two and the decision of the management representative at Stage Two or, *in* the case of a direct difference, the written notice specifying the complaint and the written reply.
2. The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less than ten working days before the commencement of the hearings of the Grievance Commissioner.
3. The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be

obligated to conform to the rules of evidence.

4. The Grievance Commissioner must render his decision in writing without reasons to both parties within ten working days of the conclusion of the hearings. Upon request by either party after his decision has been rendered the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of his decision.

## ***Schedule "C" - Rules of Arbitration***

1. Arbitration shall be heard at a place mutually agreed upon, and in default of agreement at Falconbridge, Ontario.
2. In any arbitration the written representation of the employee made at Stage Two and the decision, if any, of the Company at Stage Two of the grievance procedure (or in the case of a difference directly between the Company and the Union the written submission by the party initiating the discussion of the difference and the written reply, if any, thereto of the other party) shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine the witnesses of the other party and to present oral arguments. Briefs of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. If briefs are to be filed, such briefs and replies, if any, shall be filed within such times as may be specified by the arbitrators. A copy of any brief or reply shall be delivered to the other party forthwith



after filing

4. Witness fees and allowances shall be paid by the party calling the witness.
5. Each party shall pay one-half the fees and disbursements of the Arbitrator thereof.
6. No costs of any arbitration shall be awarded to or against either party.
7. The award of the arbitrator shall be given within a period of 15 working days after the close of the hearings.

Schedule "D" – Wage Table  
SCHEDULE "D"  
WAGE TABLE  
EFFECTIVE MARCH 1, 2010  
WITH \$0.27 COLA ROLL-IN

<b>JOB CLASS</b>	<b>EFFECTIVE MARCH 1, 2010</b>
1	\$1,041.66
2	\$1,069.56
3	\$1,096.93
4	\$1,124.31
5	\$1,152.19
6	\$1,179.57
7	\$1,207.46
8	\$1,234.82
9	\$1,262.73
10	\$1,290.09
11	\$1,317.99
12	\$1,345.35
13	\$1,373.25
14	\$1,400.62
15	\$1,427.70

## **Schedule "E" – Job Titles and Classifications**

Job Class	Bumping Rights	Occupation Title
2		Receptionist/Telephone Operator Warehouseman I Word Processing Operator I
3		Word Processing Operator II
4		Claims Management Assistant Department Clerk Geology Clerk Planning Clerk Security Officer – Smelter Training Clerk Warehouseman II
5		Accounts Payable/Payroll Clerk Loss Control Analyst Technician I - Geology Technician I - Instrumentation
6		Accounts Payable/Time & Attendance Clerk Cataloguer Central Services Clerk Expeditor Maintenance Clerk

Plants Clerk  
Technical Assistant - Analytical Lab  
Technician I- Mine Engineering  
Time & Attendance Clerk

7

**Department Clerk - XPS**

First Aid / Security Attendant  
Librarian  
Maintenance Assistant  
Materials Coordinator  
Mill Clerk  
**Senior Security Officer**  
Training / Claims Assistant  
Warehouseman III

8

**Chemist I**

Core Logging Geologist  
Desktop Support Technician  
**Document Controller**  
Draftsman I  
Geologist I

6

**Lead Time and Attendance Clerk**

**Materials Data Administrator**

**Operations Data Clerk**

**Safety Training Systems Coordinator**

Technician I - XPS  
Technician I - Smelter  
Technician II - Instrumentation

9

Cost Analyst  
Inventory Analyst - MMBU

Inventory Analyst - Smelter  
Mill Material Coordinator  
Material Preparation Technician  
Payroll Clerk II  
Production Analyst  
Senior First Aid/Security Attendant  
Support Technician- Geology  
Technician – Mill Process  
Technician – Smelter Hygiene  
Technician I – Occupational  
Hygiene/ Environment  
Technician II – Process  
Development (Mill)  
Technician III – Environmental  
Technician III - Instrumentation  
Technician III - Met Projects

10

### **Buyer**

### **Construction Coordinator**

Draftsman II

Draftsman II – Electrical/  
Instrumentation

EMS Systems Coordinator

Field Surveyor

8

Help Desk Analyst

Maintenance Planner

Maintenance Systems Planner

Technician – Loss Control

Technician II - Mine Engineering

Technician III - XPS

Technician IV - Industrial Engineering

## Transportation Clerk

- 11 Chemist II  
Plants Chief Clerk  
Technician – Smelter Environmental  
Technician II – Smelter  
Technician II – Smelter Process  
**Technician II - XPS**  
Technician IV – Equipment  
Technician IV - Instrumentation  
Technologist – Occupational Hygiene/  
Environment
- 12 Assistant Paymaster  
**Emergency Response Coordinator**  
10 XPS Building Services Coordinator  
Geologist II  
Maintenance Systems Analyst  
Project Planner  
Senior Financial Accountant  
10 Systems Analyst I  
10 Technician – Material Handling, C/F  
10 Technician – Sampling, C/F  
10 **Technician – Handling/Sampling, C/F**  
**Technician III – Mill**  
Technician IV – XPS  
Technician IV – Smelter  
Technologist – Blasting  
Technologist – Construction  
Technologist – Equipment Reliability  
Technologist – Ground Control

		Technologist - Mine Engineering
		Technologist – Project
		Technologist – Risk Management Systems
		Technologist - Scheduling
13		Chemist III
		Contract Administrator, Custom Feed
		Design Draftsman – Civil/ Mech & Elect / Instrumentation
		Planning Geologist
	11	Technician – Production, Custom Feed
		Technologist – Electrical
		Technologist – Instrumentation
		Technologist – XPS
	11	Technologist – Sr Occupational Hygiene / Environment
		Technologist - Smelter
14		Geologist III
	12	Network Analyst
	12	Systems Analyst II
	12	Technologist – Mine Design
	12	Technologist – Mine Eng Services
	12	Technologist – Mine Systems
15	13	Custom Feed Leader
	13	Technologist – Mill Unit President

## **Schedule "Q" – Letters**

February 28, 2010

Marc Ayotte  
Unit President  
United Steelworkers  
Local 2020, Unit 6855  
128 Pine Street, Suite 301  
Sudbury, ON  
P3C 1X3

Dear Marc,

Listed below are the letters to be printed in the Collective Agreement. The Company agrees that the matters set out below will be adhered to during the currency of this Collective Agreement.

- I Employees Off Work After 104 Weeks of Wage Continuance Program Benefits and Workers' Compensation Benefits
- II Contracting Out
- III Voluntary Termination of Employment Plan (VTEP)
- IV Estoppel
- V Equipment
- VI Rest Periods
- VII Payment for Union Representatives' Time to Attend Company/Union Meetings
- VIII Travel Allowance
- IX Working Days



- X Job Evaluation Committee
- XI Temporary Assignments Outside of Sudbury District
- XII Voluntary Early Retirement Incentive (VERI)
- XIII Temporary Employees
- XIV Pension Plan
- XV Welfare Benefits For Pensioners
- XVI Employee Assistance Program
- XVII Normal Requirements of the Job
- XVIII Video Display Terminal Operators
- XIX XPS Pilot Plant Campaigns Shift Schedule Agreement**
- XX Fraser Copper Zone Workforce Transition Agreement**
- XXI Pension Review Committee**
- XXII Joint Company-Union Contracting Out Committee**

Yours truly,

Doug Conroy  
Manager, Human Resources

## **I Employees Off Work After 104 Weeks of Wage Continuance Program Benefits and Workers' Compensation Benefits**

With respect to the concerns the Company and Union have about employees off work in excess of 104 weeks and in an endeavour to return such employees to work or otherwise provide meaningful work, the following sets out our understanding of the agreement which we have reached today with you concerning the foregoing:

1. Following at least 104 weeks during which an employee is in receipt of benefits under the Company's Wage Continuance Program or Workers' Compensation Benefits, the Company will place such employee on the inactive employee list.
2. (a) An employee on the inactive employee list who, in the opinion of a duly qualified medical practitioner, becomes fit to return to his regular full duty job, provided it then exists, shall present himself to the Company's medical director or his designee who, if he concurs with the other

medical opinion, shall arrange with Personnel to have the employee return to such job or to another job for which he is qualified by using the provisions of section 12.17.

Should the Company's medical director or his designee not concur with the other medical opinion the Medical Director may request an independent medical opinion from another physician.

- (b) In the event such an employee is unable to return to his regular employment but is able to return to employment, the Company will endeavour to provide such employee with work he is able to perform.
3. (a) Subject to the provisions in article 1.22(c)(iv) of the O.C.T. Pension Plan Document, individuals in receipt of Long Term Disability or Workers' Safety Insurance (WSIB) in excess of 104 weeks will receive continuous service (as defined in section 12.02(b) of the collective agreement except as part (iv) thereof is modified by

the provisions herein contained) for pension purposes up until either their return to work or their date of retirement.

(b) Article 1.22(c)(iv) of the O.C.T. Pension Document will be amended in accordance with the above point #3(a).

4. The Company will pay the cost of the premiums for the Dental Plan, the Drug Plan, Semi-Private Hospitalization, Vision Care Plan, Major Medical Plan, World Travel Assist / MANU-ASSIST, AD&D and Group Life Insurance for all employees then in receipt of Long Term Disability benefits or Workers' Safety Insurance (WSIB).
5. An employee on the inactive list may grieve only on matters relating to his return to work; his entitlement to benefits under section (4) above; seniority, other than for job posting; demotions and layoffs which occurred during his time on the inactive list which affected him; the termination of his employment; pension calculations.

6. Employees placed on the inactive list after 104 weeks of Wage Continuance Program benefits will no longer have vacation pay off-set from Long Term Disability earnings.

## **II Contracting Out**

In order to minimize the contracting out of work which could be done by employees of the bargaining unit the Company agrees to recall former employees with recall rights and to promote employees who have been demoted before contracting out work of a duration of 14 days or longer.

The Company commits to the Union that apart from the design and construction phase of major capital projects when the Company is expanding its operations, it will ensure to have work normally performed by bargaining unit employees performed by them and will post vacancies as required. If there are no successful candidates for the postings, the Company will hire new employees into the bargaining unit to do the work.

It is understood that if there is no satisfactory qualified person available for hire, the Company may contract out work until it can hire a new employee.

Where the Company hires a contractor to perform such work it will deduct dues from the contractor and submit them to the Union.

### **III Voluntary Termination of Employment Plan (VTEP)**

Employees with 10 or more years seniority who have been permanently laid off and retain recall rights will have the option to terminate employment and receive a VTEP payment.

The VTEP payment will be based on years of seniority as of the last day worked.

<b>Seniority</b>	<b>VTEP Payment</b>
10 years	\$15,000
11 years	\$17,000
	(increments of \$2000 per year)
25 + Years	(\$45,000)

The VTEP payment will be reduced by any legislated separation or severance payments.

### **IV Estoppel**

The Company will not use Article 12.03 (e) of the Collective Agreement to register a preliminary objection of estoppel in an arbitration case

regarding the termination of an employee on the inactive list covered by the Employees Off Work After 104 Weeks of Wage Continuance Program Benefits and Workers' Compensation Benefits letter, Schedule Q.

Note: (The provisions of item I to IV both inclusive, shall be subject to the grievance procedure, including arbitration, of the Collective Agreement).

## **V            Equipment**

Drafting and surveying equipment shall be issued by the Company where required. Similar equipment and tools supplied by the Company to members of its Electrical Department will also be supplied to employees in the Instrumentation Department. The employee shall be responsible for maintaining and returning such equipment to the Company in reasonable condition.

## **VI           Rest Periods**

It is the Company's policy that employees should, where practicable, have morning and afternoon rest periods not to exceed 15 minutes away from their place of work.

## **VII Payment for Union Representatives' Time to Attend Company/Union Meetings**

When it would be mutually beneficial to the Company and the Union to hold a meeting to discuss matters of common concern, the Company will grant time off without loss in pay for up to five representatives of the Union for time absent from work to attend such meeting and such time off will be considered as time worked.

## **VIII Travel Allowance**

The Company will, in accordance with its policy, pay a travel allowance pursuant to the current rates to employees who are temporarily assigned to work in a job location other than their regular job location and who are required to provide their own means of transportation from their permanent residences to their new job location.

Any employee who is required to use his car on a regular basis for company business shall be reimbursed for the cost of adding an additional \$1,000,000.00 of liability insurance to his existing coverage. Reimbursement will be made upon submission of receipts for the difference between his regular coverage and the increased coverage.

Employees assigned to a new job location for a period in excess of four weeks are considered to



be permanently assigned and will not receive the travel allowance.

Notwithstanding the immediately preceding paragraph, employees required to provide their own means of transportation for the purpose of attending in-house Company training programs in the Sudbury District will be eligible to receive the travel allowance for the duration of the training program.

The Company will inform the Union of any changes made to the schedule.

An employee required to travel outside Sudbury Operations beyond his regularly scheduled hours of work will receive travel time based on the time he spent traveling from his home to his destination, to a maximum of 12 hours pay at his basic hourly rate for each travel day. For example, an employee traveling for 5 hours will receive 5 hours of pay at his basic hourly rate. An employee traveling for 13 hours will receive 12 hours of pay at his basic hourly rate.

Where travel outside Sudbury Operations is required by the Company, an employee will have the option of being paid at straight time or of taking the travel time as time off in lieu of pay on an hour for hour basis to a maximum of 12 hours.

## **IX Working Days**

For the purposes of the **2010** Collective Agreement "working days" shall not include Saturdays, Sundays, or Paid Holidays.

## **X Job Evaluation Committee**

This is to confirm our commitment to ensure that a Joint Job Evaluation Committee is established, maintained and operative throughout the term of the Agreement. This Committee will be comprised of no more than two (2) Company officials and two (2) Union officials.

## **XI Temporary Assignments Outside of Sudbury District**

Work for temporary periods of time, up to one year, outside of the Sudbury District will be on a voluntary basis for members of the O.C.T. bargaining unit.

## **XII Voluntary Early Retirement Incentive**

In the event of downsizing or job loss in restructuring, to minimize the number of layoffs,

the Company will offer the VERI payment of \$1000 per year of service with a minimum payment of \$20,000 to long service employees who are eligible for early retirement and who retire under the terms of the OCTW Pension Plan.

It is understood that where an employee retires and his job is not posted, this does not result in a job loss and therefore does not qualify the employee for a payment under this letter.

### **XIII Temporary Employees**

The Company agrees to review the status of temporary employees who have been continuously employed on a full time basis, for a period of longer than 12 months. After this review, the Company will make a determination as to whether such individuals will be offered a permanent employment opportunity within the OCT bargaining unit or have their employment terminated.

### **XIV Pension Plan**

The Parties agree that the pension Plan will be revised to reflect the changes agreed upon during negotiations as outlined in Appendix "A". The Parties agree that in the event the Plan is not

registrable with either the **Canada Revenue Agency** or the **Financial Services Commission of Ontario**, they will meet to negotiate a revision to the Plan, the terms of which will enable the Plan to be accepted again by the Minister or the Commission or both, for registration for the purposes of the Income Tax Act of Canada or the Pension Benefits Act.

## Appendix " A

### Pension Improvements

Articles:

- 1.22 Amend to reflect changes to Schedule Q Letter IV.
  
- 6.3 If a member retires on or after January 1, 1992 and has an eligible spouse on his retirement date, the pension shall be paid for a minimum of 5 years and as long thereafter as the member survives, with 66-2/3 percent payable to the surviving spouse.
  
- 9. If a member dies on or after June 1, 1992 his surviving spouse shall be entitled to receive a death

benefit equal to the commuted value of the pension accumulated by the member or a monthly pension payable for life in an amount equal to the 66-2/3 percent of the pension accumulated by the member, whichever is greater.

10. Indexing Reserve

During the life of this Agreement, should the indexing Reserve be insufficient to provide for the full 75% indexing of benefits under the plan, the Company will pay the difference to the retirees and survivors out of its general revenues.

12. The Company will amend Section 12.1 to read February 28, 1995.

Pension Changes

Effective the first payroll of 2006, the definition of Pensionable earnings shall exclude overtime (including overtime worked and

callouts) earnings in excess of 160 hours per year.

## **XV Welfare Benefits For Pensioners**

The Company will provide coverage for all retirees and for those surviving spouses (as defined in the Pension Plan) of pensioners as follows:

- (i) the 35 cent deductible Drug Plan and effective date of ratification and thereafter, the Company will reimburse the cost, upon furnishing receipt, of drugs that were not on the Ontario Drug Benefit (ODB) plan at the time of purchase but have been added since the time of purchase. Reimbursements will be payable for drugs purchased during the period 3 years immediately prior to the addition of the drug to the ODB plan. If a prescribed drug has not been added to the ODB but is considered to be medically necessary in life threatening or life sustaining situations or in cases of terminal illness and cannot be adequately substituted by a drug on the ODB, these situations will be reviewed on a case by case basis to determine eligibility for reimbursement.

- (ii) The Vision Care Plan which provides \$250 every two years.
- (iii) The 2006 Ontario Dental Association Bundled Fee Guide will be in effect, with a 1 year lag maintained thereafter.
- (iv) Life Insurance in the amount of \$6,000 for both the retired member and their spouse
- (v) Hearing Care Program which provides a lifetime payment of \$600.00 to cover hearing aids as prescribed,
- (vi) Semi-Private Hospitalization Plan
- (vii) ManuAssist (World Travel Assistance)
- (viii) Out-of-Province/Country
- (ix) Christmas Gift of \$100.00
- (x) PSA (Prostate-Specific Antigen) Blood Tests

The Company agrees to cover the cost of one PSA blood test, in any 12 consecutive month period, for all employees and retirees over 45 years of age.

- (xi) CA (Cancer Antigen) - 125 Blood Tests  
The Company agrees to cover the cost of one CA - 125 blood test (for the detection of ovarian cancer), in any 12 consecutive

month period, for all employees and retirees over 45 years of age.

Notwithstanding the foregoing, if such drug Plan is incorporated into OHIP or Pre-Paid Drugs, or Semi-private Hospitalization are added to OHIP, or if the premiums for OHIP and for the Semi-private Hospitalization Plan and/or the Drug Plan are reduced or abolished then the Company's obligation to any pensioner or surviving spouse with respect thereto shall be thereupon terminated and, notwithstanding any legislation to the contrary, the Company shall not be required to pay an amount equal to the whole or any part of the premiums for OHIP and/or such Drug Plan and for such Semi-private Hospitalization Plan to or for the benefit of any pensioner or any surviving spouse thereof.

## **XVI Employee Assistance Program**

A wide range of concerns can affect the health and well-being of employees and their families. The Company and the Union recognize their responsibility to assist employees in maintaining the ability to fulfill their employment obligations, and believe that every reasonable means should be used to rehabilitate an employee and restore him to normal health and productivity. To this end, the Employee Assistance Program (the



"EAP") was developed and the Employee Assistance Program Committee was established to jointly administer the program. The program encourages employees to seek assistance before work performance deteriorates and family life is compromised.

The Employee Assistance Program Committee, which has been established to jointly administer the program, will be continued.

## **XVII Normal Requirements of the Job**

During negotiations for the renewal of the 1995 Collective Agreement there were significant discussions concerning the phrase 'normal requirements of the job' particularly with respect to job postings not reflecting the job description agreed to between the parties.

In order to ensure that the job postings reflect the normal requirements of the job, the Company agrees to have the Joint Job Evaluation Committees review job postings for each job described, evaluated, and agreed upon by the parties in order to come up with standardized job postings. The work of the committee will commence as soon as practicable after the conclusion of the negotiations and be completed no later than December 31, 2001.

## **XVIII Video Display Terminal Operators**

The Company agrees to provide a 10 minute rest period for each continuous hour worked by video display terminal operators. It is to be understood that the 10 minute rest period is non-cumulative and is to be taken after each hour worked at a location away from the video display terminal. Coffee breaks and lunch periods will be used to cover the 10 minute rest period.

Prior to beginning work in a job where video display terminals are used, Occupational Health will arrange for vision testing by an Optometrist and thereafter vision testing by an Optometrist will be done annually. Where an employee has special concerns, Occupational Health will arrange for testing. The Company will pay for the cost of an eye examination and any special glasses as a result of using the video display terminal.

Upon confirmation of pregnancy, those employees who operate video display terminals shall be given the option of transferring to other suitable work should other work be available for which they are qualified. The Company and Union shall discuss the relocation of such employee and such discussions shall include seniority considerations and the wishes of other employees.

## Letter XIX – XPS Pilot Plant Campaign Shift Schedule Agreement

It is recognized that the groups within XPS will from time to time be required to complete Pilot Plant campaigns that follow the following shift schedule:

It is understood that once an employee is assigned to any of the following schedules, that employee must be notified of any subsequent change to his schedule at least 40 hours prior to the commencement of the work week, which commences at 8:00am Sundays. If he is not so notified he shall be entitled to be paid at one and one-half times his applicable pro-rated hourly rate for the time worked by him during the first day or shift of such changed schedule. This provision may be waived by mutual agreement between the employee and the Company.

### XPS Pilot Plant Campaign Shift Schedule Agreement

The Company and the Union agree that the following shift schedules will be implemented for Xstrata Process Support, for employees covered by the Collective Agreement within XPS who are required to

**work continuous shifts on Pilot Plant campaigns.**

**The agreed upon schedules for a five (5) day campaign will be as follows:**

	M	T	W	T	F
A	8 D	12 D	12 D	12 D	8 D
B	8 D	12 N	12 N	12 N	8 N

REG HRS            40  
O/T HRS            12

**OR**

	S	M	T	W	T	F
A	8N	12 N	12 N	12 N	12 N	X
B	X	12 D	12 D	12 D	12 D	8 D

REG HRS            40  
O/T HRS            16

The agreed upon schedule for an eight (8) day campaign will be as follows:

	M	T	W	T	F	S	S	M	T	W	T	F
A	12 N	12 N	X	X	12 D	12 D	12 D	12 D	X	X	8 D	8 D
B	X	X	12 N	12 N	12 N	12 N	X	X	12 D	12 D	8 D	8 D
C	12 D	12 D	12 D	12 D	X	X	12 N	12 N	X	X	8 D	8 D

**Week 1 (All Shifts)**

REG HRS            32  
O/T HRS            16

**Week 2 (All Shifts)**

REG HRS            32  
O/T HRS            8

campaign will be as follows:

	M	T	W	T	F	S	S	M	T	W	T	F
A	12 N	12 N	X	X	12 D	12 D	12 D	12 D	X	X	12 N	12 N
B	X	X	12 N	12 N	12 N	12 N	X	X	12 D	12 D	12 D	12 D
C	12 D	12 D	12 D	12 D	X	X	12 N	12 N	12 N	12 N	X	X

The terms and conditions of this agreement are subject to the grievance procedure.

The Company and Union further agree that throughout this shift schedule agreement bargaining unit work will be performed by bargaining unit employees

#### Letter **XX** - Fraser Copper Zone Workforce Transition Agreement

The purpose of this letter is to set out the parties' agreement with respect to the resumption of operations at Fraser Copper. This letter amends and/or overrides certain provisions of the collective agreement in order to achieve the objectives which were discussed during negotiations and is in effect until August **31, 2010**. This transition agreement shall form part of the collective agreement expiring February **28, 2013**.

Fraser Copper Zone plans to begin **pre-production** activities in February **2010**.

The Company currently intends to resume mining activity in the **Fraser**

Copper Zone provided that it remains economically viable to do so. As such, in staffing the Office Clerical and Technical (OCT) positions at Fraser Copper, a Workforce Transition Agreement as set out in this letter is required in order to ensure that the requirements of the Company's other operations in Sudbury (Nickel Rim South, the Smelter and the Mill) are met and are not hampered by the staffing of Fraser Copper.

The workforce transition phase for the re-staffing of OCT positions at Fraser Copper will begin shortly and be completed no later than the end of August 2010.

An estimated 16 permanent OCT positions will eventually be required for Fraser Copper and it is the Company's objective to have the full final OCT workforce complement for this activity on site by the end of August 2010. For reasons set out below, it may not be possible however to ensure that 100% of those employees who are identified to work

at Fraser Copper will actually be employed at that site by August 2010.

The Company will post positions as per the CBA subject to the provisions in the section below.

### GENERAL

It is understood that the following principles are agreed with respect to the process to be followed in all instances of employee movement to Fraser Copper.

- It is understood that in order to ensure the efficiency of operations and achievement of targets at Nickel Rim South, the Smelter and the Mill, the Company requires flexibility to phase the movement of employees over the transition period giving due preference to occupational and business requirements at Nickel Rim South and other existing operations due to the need to backfill for trained employees



who will be moving to Fraser Copper.

- e Movement of employees to and from Nickel Rim South, the Mill and the Smelter will occur at the Company's sole discretion once any interference with the needs of the operation from which employees are leaving have been minimized, and so long as the operation from which employees are leaving continues to meet its performance targets.
  
- e The Company and the Union will meet monthly to review the movement of employees and discuss any issues.
  
- e Estimated start dates will be included on all job postings.

It is understood that during the period in which Fraser Copper is awaiting the arrival of employees who have secured a position at Fraser Mine, the

Company may use the recall process or other processes under the collective agreement to fill job requirements on an interim basis at Fraser Mine.

It is also understood that:

- In consideration of the staged movement of employees associated with the staffing of Fraser Copper, travel allowance will not be paid to any employee who is changing jobs as a result of the staffing of Fraser Copper, whether or not such employee is or will be working at the Fraser site.
- The new rate of pay (if applicable) will be paid when the employee transitions to Fraser ~~or~~ on the 31<sup>st</sup> day following the estimated start date located on the job posting whichever occurs first.

- Production and Maintenance employees working at the Fraser Copper Zone will adopt and follow the "Swedish Schedule" with respect to their hours of work and work schedule, and more particularly, weekday shifts will be eight (8) hours and the weekend shifts will be ten (10) hours. Certain OCT employees, such as the Material Coordinators may be impacted by this schedule.

## Letter XXI - Pension Review Committee

During negotiations for the renewal of the 2007 Collective Agreement expiring February 28, 2010, Xstrata Nickel and the United Steelworkers, Local 2020, Unit 6855, discussed the longer term challenges with respect to the existing pension plan, which is the Office Clerical and Technical Workers (OCTW) plan.

The Company indicated that the current defined benefit plan (**OCTW**) poses significant cost and legacy challenges over the longer term. The Company stressed that the need to effectively manage such risk going forward is critical to the business in **Sudbury**.

As such the parties are committed to the following action plan as a means of addressing this challenge:  
Establishing a joint committee, effective April, **2010**, comprising no more than **3** members from each of the Company and the Union.

Representing the Company:  
**Xstrata Nickel** Director of Pensions, a representative from the **Sudbury** Operations Management Team and a member of the Company's Negotiations Committee or designate for the renewal of the **2010** Collective Agreement

Representing the Union:  
The United Steelworkers, Director of **pensions/benefits** (or equivalent), a representative of the National office

of the United Steelworkers, and the Senior Union Representative, Local 2020, or Union President.

The parties agree to the following:

Monthly meetings for an initial period of 6 months, commencing in April, 2010, at which the parties will work toward improved understanding with respect to the financial challenges facing the current Office Clerical and Technical Workers (OCTW) plan in the future.

#### Letter XXII - Joint Company-Union Contracting Out Committee

The Union has brought to our attention their concern over the lack of commitment of the Company in respect to the established mandate and monthly report requirement.

The Company would like to inform the Union that it will assign a Human Resources Representative as a member of this Committee. The Company representatives will work with the Union to improve the

**effectiveness of this committee and will commit to providing the Union with monthly reports.**

### **Student Compensation**

**As** per discussion during 2010 negotiations, this is to inform you that OCT students will no longer be eligible for Nickel Price Bonus or Employee Performance Incentive.

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**2010****JANUARY**

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**FEBRUARY**

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**2012****JANUARY**

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**FEBRUARY**

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**2013****JANUARY**

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