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No. OF EMPLOYEES	220
NOMBRE D'EMPLOYÉS	JF

TIMMINCO METALS

AGREEMENT

between

TIMMINCO METALS

A Division of Timminco Limited

HALEY, ONTARIO

and

UNITED STEELWORKERS OF AMERICA

LOCAL 4632

1997 - 2000

TIMMINCO

01568(06)

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN

TIMMINCO METALS

A DIVISION OF TIMMINCO LIMITED

Incorporated under the laws of the Province of Ontario, herein acting with respect only to its plant at Haley, Ontario, hereinafter called the "Company"

AND

THE UNITED STEELWORKERS OF AMERICA, AND ITS LOCAL 4632

a voluntary non-incorporated Association, hereinafter referred to as the "Union".

Now therefore, this agreement witnesseth, that the parties agree as follows:

ARTICLE 1

RECOGNITION AND SCOPE

1.01

The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at its plant at Haley, Ontario, save and except foremen, shift foremen, persons above the rank of foremen or shift foremen (and those automatically excluded by the Law), bricklayers, office staff, sales staff, guards and students, as certified by the Ontario Labour Relations Board on the 28th day of September, 1951.

1.02

The term "employees" whenever used hereinafter in this Agreement shall mean all employees covered by this Agreement as stated in Paragraph 1.01 of this article.

1.03

The Appendix "A" - Rates and Classifications - forms an integral part of this said Agreement and the occupations enumerated in Appendix A are hourly paid occupations for the duration of this Agreement. All other appendices attached to this agreement also form an integral part of this said agreement.

1.04

The Company recognizes the Union as the sole and exclusive bargaining agency for the employees of the Company hereinafter referred to in respect of rates of pay, hours of work, and other working conditions.

1.05

There shall be no discrimination or intimidation by the Company or the Union or any of its members against any employee by reason of his being or not being a member of the Union or any employees organization, or because of race, colour, religious creed, political belief or Union activity.

1.06

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

1.07

Employees in supervisory positions, technicians or professional employees will not perform any work that is normally performed by an hourly worker. Supervisors will, however, perform work when required to properly instruct workers or in an emergency. The Company will, at all times, be permitted to use technical or professional employees in performing research or development or new processes.

ARTICLE 2

CO-OPERATION

2.01

(a) The Union agrees that it will not cause or sanction a strike or slow down during the term of this agreement.

(b) The Company agrees that it will not cause or sanction a lock-out during the term of this agreement.

2.02

The Union shall advise the Company in writing of the names and titles of its officers and representatives and of any change therein.

2.03

The names of the Company's plant officials and their titles shall be posted on the bulletin board.

2.04

Any notices required to be given by one party to the other shall be sent, if addressed to the Company, to the Plant Manager or his delegate, and if to the Union, to the President of the Union or his delegate.

2.05

The Union agrees that it will not conduct any Union activity on Company's property during working hours except as specifically permitted by this Agreement.

2.06

The Company agrees to provide the Union with space on bulletin boards in each of the following locations:

- In the Dry
- In the Kiln
- In the Special Products
- In the Extrusion
- Entrance - General Service Building

for the exclusive posting of notices of Union Meetings, or social affairs, or appointments of stewards or grievance committeemen. All such notices shall be properly authenticated. Notices of a special nature shall be submitted to the Company for approval before posting.

2.07

In view of this method of informing employees, the Union or employees shall not otherwise post, distribute, or leave any kind of literature within the Company's property.

2.08 **Leave of Absence**

(a) Employees of the Company may be granted leave of absence up to three (3) months without pay, permission to be obtained in writing, and unless employees on such leave of absence report for work on or before the expiration of such absence, their names shall be removed from the seniority list. Leave of absence under this rule will not be granted for the purpose of engaging in work outside the Company service, except in the case of sickness or accident or other exceptional circumstances.

(b) The Company will grant leave of absence without pay, not to exceed five (5) days to a maximum of three (3) employees, chosen by the Union at any one time, in order to engage in any work pertaining to the business of the Union.

Such requests will be made in writing, at least forty-eight (48) hours in advance.

(c) The Company will grant leave of absence to an employee for one (1) day or less to attend to Union duties. The Union shall advise the Company, in writing, twenty-four (24) hours in advance, where possible.

The number of employees involved, for one (1) day or less, will vary and such time off will not be unreasonably denied, depending on the operations requirements of the Plant.

(d) It is agreed that an employee on leave to attend to Union business for a period of five (5) shifts or less, duly authorized by the Union and approved by the Company, will be paid by the Company for the scheduled missed shifts. The Company will bill the Union and the Union will reimburse the Company on a monthly basis.

(e) Any leave of absence permit must be in writing and signed by an authorized Company official. An employee desiring to return to work after a leave of absence that exceeded one (1) week, shall give one (1) days notice to the Company, in order that a place can be made for him.

2.09

The Company shall grant leave of absence without pay, not to exceed one (1) year to the Union members, in order to engage in Union work, but not more than one (1) employee shall be absent on leave at any one time. Such request will be made in writing at least fifteen (15) days in advance of leaving. Seniority shall accumulate during such absence and the employee upon completion of such leave, shall resume work on a regular basis for a period not less than the period of his leave of absence.

2.10

The Company shall grant leave of absence without pay to employees with one year or more of seniority in order to permit them to follow academic courses for a period of two (2) consecutive years. It is agreed that no more than three (3) employees will be absent at any one time. Further employees wishing to take advantage of this leave shall make a request in writing and furnish a letter of acceptance and a summary of the course to be followed at least fifteen (15) days in advance of the date of the start of the course. It is agreed that when a number of requests are made, seniority shall govern in the choice of the candidates. All Company fringe benefits shall cease during these absences, but seniority shall continue to accumulate. Between courses the employee shall be available to work at his regular job. This clause does not apply to employees sent to follow courses at the request of the Company.

2.11

The President and the Chief Steward shall have preferential seniority during their mandate as President and Chief Steward, to work on a regular day shift job.

An employee who is already working on a day shift job and who becomes President or Chief Steward, shall maintain that job, as long as the job is required. In all other cases the President and Chief Steward shall displace the employee with the least seniority on a regular day shift job in his department, provided the incumbents have the qualifications to perform the normal requirements of the job.

Day shift means a job as defined under Article 5, Hours of Work and under Appendix 'E', Paragraph 5, Hours of Work.

If the President or Chief Steward is obliged to accept a job with a lower rate than his normal classification, he shall continue to receive the higher rate.

While President or Chief Steward, an employee shall have the right to exercise his normal seniority for all postings. If the posting is awarded to the incumbent President or Chief Steward, he shall have the right to the job upon completion of his mandate as President or Chief Steward.

During the time that the incumbent President or Chief Steward does not fill the job posting, the Company shall temporarily fill the job. When the ex-President or ex-Chief Steward exercises his rights, the employee temporarily filling the job, shall return to his former classification.

ARTICLE 3

MANAGEMENT RIGHTS

3.01

The Union recognizes the right of the Company to manage the Plant and direct the working forces, including the right to hire, promote or transfer any employee, to demote, discipline, suspend or discharge any employee for just cause, to classify any new occupations or any employee, and the right to relieve employees from duty because of lack of work or other just reasons subject to the provisions of this Agreement.

3.02

It shall be the exclusive function of the Company to determine the extent and location of operations, the kinds and locations of machine or equipment to be used, the schedule of operations, to determine the number of employees needed at any time, and to make and alter rules of procedure and conduct for its employees, subject to the provisions of this Agreement.

ARTICLE 4

UNION SECURITY

4.01

The Company agrees during the term of this Agreement, that it will deduct from the earnings of each employee, an amount of money equivalent to the dues authorized by the constitution of the United Steelworkers of America.

4.02

The Company agrees to deduct initiation fees for employees who become members of the Union and whom the Union so advise the Company of their membership. The deductions will be made the month following receipt of the authorization of the employee.

4.03

The money so deducted will be remitted once a month by cheque made payable to and sent to the International Treasurer of the United Steelworkers of America along with a listing of those employees so deducted.

4.04

The amount of dues and initiation fees and any changes shall be confirmed by the Union in writing and shall be transmitted to the Company thirty (30) days before the first of the month in which such deductions are to be effective.

4.05

ARTICLE 5

HOURS OF WORK

5.01

This article is to **define** the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. The provisions of this article **will remain** in effect until conditions warrant a change. Any changes necessary will be effected after consultation with the Union and such changes **will** be posted by notice in advance of the change.

5.02

(a) The plant **work** week shall commence at 12:01 **am** Sunday and end at 12:00 p.m. midnight the following Saturday night.

(b) The normal **work** week shall be forty (40) hours.

(c) The normal work day shall commence at 12:01 **am** of one day and continue until 12:00 **midnight** of the same day, and eight (8) hours at the working place shall constitute a shift.

5.03 Shift Workers

(a) For employees assigned to shift work, the regular starting and quitting times on a three (3) shift basis shall be as follows:

12:00 midnight - 8:00 am
8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 midnight

(b) Appendix 'E' Twelve (12) Hour Work Schedules forms an integral part of this said agreement for those employees in departments designated in the appendix.

5.04 Day Workers

The regular working hours for steady day workers shall be as follows:

8:00 am - 4:30 p.m.
Lunch period - One half hour

5.05 Reporting Allowance

If an employee reports for work on a regular shift without having been notified previously not to report, he shall be given a full shift of work, or, if no work is available, he shall be given at least four (4) hours pay at regular rates provided, however, that this clause shall not apply in cases where work is not available due to causes beyond the reasonable control of the Company.

5.06 Absence

(a) An employee will not lose my seniority because of absence due to sickness or accident, or if given written leave of absence for personal reasons.

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5.06 Absence

(a) An employee will not lose any seniority because of absence due to sickness or accident, or if given written leave of absence for personal reasons.

(b) If an employee finds he is unable to report for work because of sickness, or other legitimate reason, he shall give notice to the Company at least one (1) hour before the start of his shift, except where the employee has just and sufficient cause for his failure to report.

(c) An employee who has been absent from work for sickness or accident or without leave, shall endeavour to notify the Company of their intention to return to work: Two (2) hours before the start of their normal work schedule, if they have been absent for five (5) working days or less; One day before the start of their normal work schedule, if they have been absent for more than five (5) working days.

5:07

Except for emergency situations, the Union will be notified of all major crew shift change schedules at least seventy-two (72) hours in advance of such schedule changes. Example: Reducing Melt crews and schedules on one process and increasing crews and schedule on another.

ARTICLE 6

OVERTIME AND SHIFT PREMIUM

6.01

Hours of work in excess of eight (8) hours in any one day or shift or in excess of forty hours (40) in any one week, shall be deemed overtime hours and shall be paid at time and one-half the hourly rate for the job on which the overtime hours are worked.

6.02

If an employee does not work on a paid holiday, but does work on his scheduled 'Day-Off' in the week in which the paid holiday occurs, the paid holiday (8 hours) will be considered in computing weekly overtime.

6.03

Overtime is on a voluntary basis and overtime work will be distributed equitably among those employees who normally perform the work involved, provided the employees asked can take care of their own transportation. The procedure to follow in distributing overtime hours is outlined in Appendix "H".

6.04

No overtime premium shall be paid where the overtime results from change in hours or days of work for the convenience of the employee or employees. Such change shall not be made without the written approval of the foreman or foremen involved, and no employee shall be allowed to exchange more than two (2) shifts in any one (1) month period.

6.05

An employee called out for emergency work shall be entitled to be paid for four (4) hours at his applicable hourly rate, regardless of the time worked, or to the pay to which he is otherwise entitled under the overtime provisions of this Article in respect of the time worked on such call out, whichever is the greater. Except that this guarantee shall not apply in the case of scheduled overtime.

6.06

The Company agrees to provide an adequate lunch to employees who work overtime after their regular shift, without notice prior to the start of their shift.

6.07

(a) The shift bonus will be twenty-nine (29) cents per hour for the 4:00 p.m. - 12:00 midnight shift and thirty-four (34) cents per hour for the 12:00 midnight - 8:00 am shift.

(b) These premiums shall be applicable to the regular rate of the employee for the purpose of

Calculating overtime.

6.08

(a) A premium of fifty-five (55) cents per hour shall be paid to all employees who are required to perform work on Saturday. This premium shall be applicable to the regular rate of the employee for the purpose of calculating overtime.

(b) A premium of fifty-five (55) cents per hour shall be paid to all employees who are required to perform work on Sunday. This premium shall be applicable to the regular rate of the employee for the purpose of calculating overtime.

ARTICLE 7

HOLIDAYS

7.01

An employee shall, subject to the Paragraph 7.02 of this Article be paid at his straight time rate on the basis of his regularly scheduled normal daily hours of work eight (8) hours for the day on which the following holidays occur whether or not he works on such holidays, namely:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

Floating Holiday: A floating holiday will be granted each contract year. All employees will be eligible to be paid at his straight time rate on the basis of his regular scheduled normal hours of work for this floating holiday. If the holiday is not observed by the employee, this payment will be made the last pay period of the contract year. Employees who wish a day off for the holiday will advise the Company five (5) days prior to the day to be observed. A maximum of one employee per shift or department will be allowed off at any one time in observance of the holiday. It is agreed where business conditions permit that employees in a department on non-continuous operations can elect a specific day on which the entire department would be shut down in observance of the floating holiday. An employee shall not be eligible for the floating holiday until the probationary period has been worked.

The payment for the floating holiday made the last pay period of the contract year will not form part of the hours worked for the calculation of overtime in that week. It is agreed a maximum of two holidays will be observed consecutively.

For employees assigned to continuous operations, holidays will be observed on the actual day. With the exception of the Civic Holiday, and Remembrance Day, holidays for day shift will be observed on the actual day or either Monday or Friday of the week they fall in, as mutually agreed upon by the Company and the Union.

7.02

An employee shall not be entitled to be paid for the above mentioned holidays -

(a) If he does not work on such holiday when he has been scheduled to do so, unless prevented by verified illness, accident, death in the immediate family, fire fighting duty or jury duty. Verification when requested will be produced in a reasonable time.

(b) If he is absent without justifiable reason or without permission on the scheduled working days immediately preceding and succeeding such holiday.

(c) Except if he is absent due to lay off within the seven (7) days preceding such holiday.

(d) Except if he is absent due to an accident or illness within sixty (60) days preceding such holiday.

7.03

An employee who works on any of the said holidays, with the exception of the Floating Holiday, shall, in addition to holiday pay to which he may be entitled as provided above, be paid at time and one half plus a premium of twenty-five (25) cents per hour over and above his regular rate for the hours worked.

7.04

Should any of the paid holidays stipulated in Paragraph 7.01 fall within a vacation period of any employee, he shall receive payment for the holiday(s) in addition to the vacation pay to which he is entitled, and at his option, made known at the time of choosing his vacation, the employee may elect to take an additional day of vacation to be taken concurrently with his vacation.

7.05

Holidays will be twenty-four (24) hours, from midnight to midnight.

ARTICLE 8

PAID VACATIONS

8.01

Employees shall be entitled to an annual vacation with pay as provided in this Article.

(a) The period of continuous service giving right to vacation with pay shall begin with the hiring date of the employee in one year and end on his anniversary date in the following calendar year.

(b) The payment for the vacation shall be based on the attendance and gross earnings for the year terminating on the thirty-first (31st) day of December of the year preceding the period in which the vacation is taken.

(c) All employees who complete one (1) year of continuous service with the Company as per Paragraph (a) shall be granted two (2) weeks vacation with pay during the remainder of the calendar year and shall be paid 4% of their annual gross earnings as per Paragraph (b).

(d) All employees who complete five (5) years of continuous service with the Company as per Paragraph (a) shall be granted three (3) weeks vacation with pay during the remainder of the calendar year and shall be paid 6% of their annual gross earnings as per Paragraph (b).

(e) All employees who complete ten (10) years of continuous service with the Company as per Paragraph (a) shall be granted four (4) weeks vacation with pay during the remainder of the calendar year and shall be paid 8% of their annual gross earnings as per Paragraph (b).

(f) All employees who complete twenty (20) years of continuous service with the Company as per Paragraph (a) shall be granted five (5) weeks vacation with pay during the remainder of the calendar year and shall be paid 10% of their annual gross earnings as per Paragraph (b).

(g) All employees who complete twenty-five (25) years of continuous service with the Company as per Paragraph (a) shall be granted six (6) weeks vacation with pay during the remainder of the calendar year and shall be paid 12% of their annual gross earnings as per Paragraph (b).

8.02

A weeks vacation shall consist of five (5) consecutive scheduled working days. Annual vacations shall commence on a day which would normally be a scheduled working day for the employee concerned.

8.03

(a) Vacations shall be allocated between January 1st and December 31st in each year.

(b) All employees who are entitled to four (4) or more weeks vacation shall not be permitted to take more than three (3) weeks during the period beginning June 1st and ending September 30th, inclusive, unless otherwise specially agreed upon between the Company, the Union and the employee.

(c) Effective January 1, 1999 a bonus of fifty (\$50.00) dollars will be paid to each employee for each calendar week of vacation taken between January 1st and April 30th in the vacation year.

The vacation bonus will increase to one (\$100.00) hundred dollars in the calendar year 2000. This bonus to be paid to each employee for each full calendar week of vacation taken between January

1st and April 30th of the vacation year.

(d) Employees entitled to vacation with pay must take their vacation during the calendar year.

(e) It is agreed that employees should take their vacation as per this article, but both parties agree that an employee can ask for relief from the provisions of vacation, if the money he would receive as vacation pay, does not equal his normal pay for a weeks vacation. The employee can reduce the vacation time off in a vacation year on a prorated value for a normal weeks vacation, a normal week being forty (40) hours, times the employee's classified rate of pay.

8.04

If an employee is absent through illness or accident for a period of more than one (1) month, his vacation pay will be credited with two (2), four (4), six (6), eight (8), ten (10) or twelve (12) percent of his lost normal wage, depending on his continuous service rating under this Article. The period for which credit is given shall not exceed six (6) months, following each accident, sickness or reoccurrence.

8.05

(a) Commencing on January 15th of each year, the Company shall ask employees by seniority for their choice of vacation dates. If an employee does not choose the date of his vacation at that time, it is understood that he will only have the right to choose dates that are available and will not have the right to take the place of any other employee who has already chosen the dates of his vacation in the above sequence. It is agreed that employees may change, with proper notice, their dates of vacation, provided it does not affect any other employee. The Company shall allocate vacation according to seniority at a time convenient to the employees if possible. The official vacation list shall be posted not later than February 15th.

It is understood that vacations booked after the set date of February 15th, be awarded on a first come, first served basis on the dates available.

(b) It is agreed that where business conditions permit, the Company will schedule a one or two-week period in July and/or August at which time it would be the intention that the majority of employees would take vacation. Due to business conditions, it may be necessary to carry out renovations and repairs during the same period and some employees would be required to work. In the application of this clause, the Union will be notified on or before the 31st day of January so that each employee can make his choice of vacation as per Paragraph 8.05

8.06

If an employee terminates his employment with the Company, such employee shall be paid the money due to him in lieu of vacation at the time of leaving. In the case of lay-offs, this provision shall be optional during the period of lay-off.

ARTICLE 9

REPRESENTATION

9.01

The Company recognizes as official representation of the Union, the Union Negotiating Committee composed of three (3) members. The Committee will meet with the Company, during the life of the agreement, whenever it is deemed necessary by either of the parties, to discuss matters of mutual concern.

It is further agreed that the Union have the right to invite one other employee of the Company to attend any meeting to provide information to the Committee on particular subjects. The Committee can be accompanied by an outside representative of the Union.

It is understood that the members of the Committee shall suffer no loss of regular earnings during meetings at the Plant and in direct negotiation of the Collective Labour Agreement.

The Company agrees that the Union have the right to increase this Committee by one (1), in the event that the active work force increases to two hundred and fifty (250) employees in the bargaining unit.

9.02

(a) The Company recognizes a Grievance Committee composed of three (3) members who will have one (1) substitute and whose function shall consist in bringing grievances to the attention of Management and discussing these grievances with the view of amicable settlement.

It is understood that the Chief Steward will be one of the three members indicated above.

(b) The Company recognizes a compensation committee composed of two (2) members, whose function will be limited to matters pertaining to Worker's Compensation.

(c) The Company recognizes a C.W.S. Committee composed of two (2) members, whose function will be limited to matters pertaining to C.W.S. The Company agrees that the Union have the right to increase this committee by one (1) in the event that the active workforce increases to two hundred (200) employees in the bargaining unit.

9.03

The Stewards and Grievance Committeemen chosen by the Union shall be employees who have completed their probationary period with the Company.

9.04

In order to reduce to a minimum any interference with operations, it is agreed it is necessary that a grievance steward or grievance committeeman or employee receives prior permission from his Foreman to leave his place of work during regular working hours for a reasonable period of time without loss of pay in order to make an inquiry on a grievance and attempt to settle it. Such permission will be granted providing the condition to be investigated is a legitimate one under the terms of this agreement.

Stage 4 If the grievance is not settled at Stage 3, it may be submitted to arbitration within twenty (20) days after the answer of the Plant Manager at Stage 3.

10.07

Arbitration The parties will appoint an arbitrator selected in rotation from the list supplied by the Ontario Labour Management Arbitration Committee. A list of four arbitrators will be agreed upon and will be shown under a separate letter of intent signed by both parties. Any member of the panel of four arbitrators who, having been requested in his turn to act as arbitrator on an arbitration case and shall be unable to act as arbitrator, shall not again be requested to act until his name comes up again on the regular rotation of the panel. If none of the panel of four arbitrators are available within 60 days of the decision to arbitrate and the parties cannot agree on a suitable arbitrator, the appointment shall be made by the Minister of Labour for Ontario.

10.08

(a) The decision of the arbitrator shall be final and binding on both parties, but the jurisdiction of the arbitrator shall be limited to deciding the matter at issue within the meaning of the existing provisions of the Agreement and in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

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

10.09

It is agreed that each party shall pay the expenses incurred by their own representatives and that the expenses of the arbitrator shall be divided equally by both parties.

10.10

The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and those holidays mentioned in Article 7 and may be extended by mutual agreement of the parties.

10.11

Should an agreement occur at any stage of the grievance procedure, the decision arrived at shall be given in writing and signed by both parties. Such settlement shall bind both parties.

10.12

In the event that an employee be discharged from his employment after the date of execution of this Agreement, and believes that his discharge is in violation of the provisions of this Agreement, such discharge shall constitute a matter to be dealt with under the provisions of the Agreement respecting Grievance Procedure. Any such matter may be presented at the second stage of the Grievance Procedure within seven (7) days after the date of such discharge and not otherwise.

10.13

Before leaving the plant premises, any discharged or suspended employee shall be permitted to

interview a duly elected representative of the Union working at the time, privately for a period not to exceed thirty (30) minutes.

10.14

The Union shall receive a copy of warning, suspension and discharge notices issued to an employee by the Company.

10.15

If an employee has a clear record for one (1) year, previous warning or suspension notices will not be used against such employee as evidence in arbitration cases, except for such serious offenses as theft of Company property or sabotage of Company property.

ARTICLE 11

SENIORITY

11.01 General Definition

Seniority shall mean an employee's length of service with the Company, and shall accumulate from the first day worked, but shall not come into force until a probationary period of four hundred (400) hours has been worked. New employees will undergo core health and safety training and workplace specific orientation during their first eighty (80) hours of work.

11.02

Seniority shall apply in cases of promotion, demotion, lower paid jobs or better jobs with equal pay, vacation, lay-offs, recall and transfer in connection with the jobs covered by this agreement subject to the employee's ability to perform the normal requirements of the job.

11.03 Loss of Seniority

All accumulated seniority is cancelled by such action as:

- (a) Giving a definite quit, whereby is meant notifying in writing the Personnel Department of his intention of leaving the Company's employ and receiving his Record of Employment.
- (b) Discharged or not reinstated in accordance with the provisions of the agreement.
- (c) Failure to respond to recall as outlined in Paragraph 11.13.
- (d) For a lay-off
 - of more than eighteen (18) months in the case of an employee with less than two (2) years of continuous service at the time of lay-off.
 - of more than thirty (30) months in the case of an employee with more than two (2) years of continuous service at the time of lay-off.
- (e) Over-staying leave of absence, whereby is meant failure to report on first scheduled shift

after expiration of the leave unless he has a legitimate reason for doing so.

(f) Working for some other employer while on leave of absence from his work except where the Company approves such other employment.

(g) Absence of five (5) working days without notifying the Company except where the employee has just and sufficient cause for his failure to report.

11.04

The Company will post in each Department, a list showing the Plant seniority date and the present job classification of each employee.

These lists will be brought up to date on April 10th and October 10th of each year.

11.05

The following separate departments have been established as of this date:

01	Quarry - Crushing
02	Calcining to Briquetting
03	Reduction
04	Melting
05	Extrusion
06	Special Products
07	Surface
20/21	Electrical/Mechanical

11.06 **Job Posting**

(a) When a vacancy occurs in any classification in a department, the Company will post the job for seven (7) days for the benefit of all regular employees in that department.

Any classification within a department which cannot be filled from within that department will be posted plant wide for a period of seven (7) days. All postings will state the job, the classification, the rate of pay, nature of the work and the qualifications necessary to fill the job. During the bidding period, the Company may fill the job when vacant at its discretion for a period of fifteen (15) days. Job postings must be awarded within the fifteen (15) day period.

(b) The Union will be advised of all persons bidding on a job and the name of the successful candidate will be simultaneously posted on the bulletin board. A successful candidate to a job of a higher classification will be prevented for a period of four (4) months to bid on lower classified jobs in the department. This will not apply to plant wide or steady day postings or new jobs. When an employee is successful on a job posting, he will assume his new duties within a ten (10) day period.

(c) The President and Chief Steward shall have super seniority and shall be exempt from the

seniority provisions of this Agreement, in conjunction with lay offs on account of reduction in force, subject in all cases, however, to their ability to perform the normal requirements of the job.

The provisions of Article 2.11 would be waived re the day shift job, if none was available.

(d) It is agreed that an employee absent from the plant during the period mentioned in Paragraph (a) will have the right to bid during a period of five (5) days upon his return to work.

11.07

Temporary vacancies resulting from absenteeism, illness, injury, vacation or leave of absence will be filled by qualified employees on that shift, subject to the provisions of 11.08.

11.08

When a temporary vacancy will exceed thirty (30) days other than for paid annual vacation, such temporary vacancy will be posted and filled in accordance with the provisions of Article 11.06.

11.09

Upon completion of filling such temporary vacancy, the employee shall be returned to his regular classification. While filling this temporary classification, he will be paid the rate of the job he performs.

11.10

When a new job occurs in a department, it will be posted and a new classification and rate shall be negotiated.

11.11 **Training**

(a) Any employee promoted or transferred to a new job will be given a trial period of eighty (80) or eighty-four (84) hours worked depending on the schedule of the shifts, either 8 hour or 12 hour shifts. During this period the employee, if found unsatisfactory will be given an opportunity to go back to his former job without loss of seniority. During this same period of time, the employee can request to return to his previous job.

Any employee who chooses to return shall not be entitled to bid on that same posted job for a period of three (3) months. A different job would be defined as a different shift or schedule at the time of posting.

(b) The Company may establish temporary trainee positions to train personnel, which positions shall be filled by bid as per Article 11.06. An employee who has qualified for a position through job training and has been returned to his former classification shall automatically, in accordance with seniority as between job trainees, fill any vacancy in a position for which he has been trained without posting.

11.12 Lay-off

(a) In the event of a decrease of forces within a job in a department the junior employee working in the job so affected will be given notice of lay off. The employees will exercise their seniority rights in their department to obtain other work in any job where they are able to perform the normal requirements of the job, after a period of familiarization and training of up to 3 days, if required.

(b) In the event employees are displaced and cannot exercise their seniority to obtain a job in their department as indicated in Paragraph 11.12 (a), then they may either accept the lay off or request a transfer to another department.

(c) If the employees take the lay-off, they shall only be eligible for recall to their own department at a time of restoration of forces in that department.

(d) If the employees request a transfer, they shall exercise their seniority rights as follows, in sequence:

1. Displace the employee with the least seniority in any job on a job which they had formerly performed and which they are still capable of doing after a period of familiarization and training of up to 3 days, if required.

2. If still in jeopardy of being laid-off, they shall have the right to displace the junior employee in any job of Labour, Clean Up or Janitor in any department.

3. After exercising their seniority as above, the displaced employee would be able to exercise seniority to displace the junior employee in any job, providing it would only take a three day period of training and familiarization to be capable of performing the normal requirements of the job. In the case of exercising seniority into a trade job, the employee must possess the required certification and experience.

(e) If an employee has opted for a transfer to another department and is subsequently laid off at a future date, they shall be eligible to recall as per his seniority and ability to perform the jobs available to any department where they had worked previously.

(f) Employees who have transferred to another department during a lay-off will have the right to apply for job postings after they have been in the department for a period of thirty (30) calendar days, subject to Paragraph 11.13 (b). Transferred employees during a layoff will retain the right to apply for departmental postings within their regular department or plant wide postings at any time.

11.13 Recall Procedure

(a) Employees will be contacted personally by telephone and advised of their reporting date, which will be confirmed by a registered letter mailed to the employee's last known address. The employee is responsible to keep the Company updated on his address; the Union will be advised simultaneously. The employee shall report to the Personnel Department and subsequently to work

within seven (7) days of the receipt of the registered letter. An employee exceeding this time limit without justifiable reason will be dropped from the seniority list. Also, if the registered letter is not delivered, the employee will be dropped from the seniority list.

(b) An employee transferring to another department will return to his normal department upon recall to the regular job he held before the lay off occurred.

11.14

When it is necessary to lay off or recall employees, the Union President shall be notified in writing and provided with a list of the employees affected. In the case of lay off the employee directly affected, and the President or his delegate will be notified at least seventy-two (72) hours in advance of such lay offs.

If notification is not given as above, the employer will pay the employee directly affected, his scheduled hours during that period.

11.15 **Transfers**

(a) Employees may file with the Company their written applications for transfer from one department to another. In the event of an opening occurring in any department, any such application will be given full consideration on the basis of the provisions of this Article. The seniority of any employee who is transferred will be treated as set out in this Article.

(b) In the event that the transfer from one department to another of an individual employed by the Company is required for either of the following reasons:

- the efficient conduct of operations, or
- considerations of the health of any such individual it is agreed that his seniority in the department to which he has been transferred shall be equal to his seniority in the Plant.

11.16

Effective May 4, 1998, any employee who had been promoted from the bargaining unit to a staff position shall retain accumulated seniority, as per the terms and conditions of previous contracts. If a layoff in the future would affect the employee, he would have the right to exercise that seniority accumulated in the bargaining unit at that time.

All employees promoted after May 4, 1998, will have accumulated seniority up to the date of promotion and 400 (four hundred) hours thereafter. During the 400-hour period, the Company shall be privileged to return the employee to his former job without loss of seniority, if unable to perform the requirements of the job. Also during the same period the employee can return to his former job if he so desires. After the period of 400 hours the employee will cease to have any seniority rights within the bargaining unit.

ARTICLE 12

BEREAVEMENT PAY

12.01

The Company will, in accordance with the provisions set forth in this Article, protect an eligible employee from loss of pay during absence due to a death in his immediate family. Immediate family is defined as father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or grandparents.

12.02

The time to be paid may be:

(a) Any five (5) days from the day of death through the day after the funeral inclusive for wife and husband when the employee attends the funeral of the deceased.

(b) Any three (3) days from the day of death through the day after the funeral inclusive for the father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, when the employee attends the funeral of the deceased.

(c) May be one (1) day, the day of the funeral, for the son-in-law, daughter-in-law, grandchild or grandparents when the employee attends the funeral of the deceased.

(d) Any one (1) day when the employee attends the local memorial service of the deceased mentioned in this Article.

12.03

Payment which will be made for the time lost, shall not exceed five (5) times the number of hours in the employee's regularly scheduled work day.

12.04

No extra pay allowance will be granted for multiple or simultaneous deaths occurring within any three (3) day period.

12.05

No pay allowance will be granted in death, where, because of distance or for other reasons, the employee does not attend the funeral or the memorial service of the deceased.

12.06

If requested by the Company, the employee will furnish satisfactory proof of death,

12.07

An employee will not be eligible to receive pay under these provisions if he:

- is receiving other Company benefits such as vacation pay, statutory holiday pay, etc
- has been granted a leave of absence without pay for any reason is laid off, whether temporarily or indefinitely due to suspension of work or lack of work

ARTICLE 13

Reasonable data and information as may be required to carry on their functions.

13.04

The function of the Safety Committee shall be to advise with Plant Management concerning safety and health matters, but not to handle grievances. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health and formulate suggested changes in existing practices and suggestions, recommendations and reasons, shall be submitted to the Plant Management for its consideration and for such action as it may consider consistent with the Company's responsibility to provide for the safety and health of its employees during the hours of their employment and the mutual objective set forth in this Article.

13.05

Minutes of meetings and reports of work carried out by the Committee shall be recorded and distributed to all its members and be posted.

13.06 – Refusal of Unsafe Work

1. An employee may refuse to work or do particular work where he has reason to believe that:
 - a) Any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee,
 - b) The physical condition of the **work** place or that part thereof in which he works or is to work is likely to endanger himself or,
 - c) Any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part therein which he works or is to work, is likely to endanger himself or another employee.
2. If, as set down in the above clause, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the refusal, in the presence of the employee and the committee member who represents the employee or a worker, who because of knowledge, experience and training is selected by the union that represents the employee who shall be made available and who shall attend without delay. Until the investigation is completed, the employee shall remain in a safe place near his or her work station.
3. Following investigation and any steps taken to deal with the refusal, if the employee continues to have reasonable grounds to believe that carrying out the work, for any of the reasons listed above, would endanger himself or another employee, then **an** Inspector representing the Ministry of Labour shall investigate the refusal and shall render a decision as soon as possible.

4. Pending the investigation and the decision of the inspector, the worker shall remain at a safe place near his work station during the employee's normal working hours unless the employer, subject to the provisions of the collective labour agreement assigns the worker reasonable alternative work during such hours.
5. Pending the investigation and decision of the inspector, another employee can be assigned the work only if he has been advised of the other worker's refusal and his reason for the refusal in the presence of a committee member who represents the employee or a worker because of his knowledge, experience and training is selected by the union that represents the worker.
6. No disciplinary action shall be taken against an employee by reason of the fact that he has exercised his rights under this clause.

13.07

The Company shall furnish to each employee two (2) pairs of safety shoes per year. The type of safety shoes will be prescribed by the Company. If an employee desires a different style of safety shoes than those prescribed by the Company and there is a difference in price, the employee will pay the difference.

New employees will pay for their safety shoes and will be reimbursed by the Company after completion of forty (40) working days.

13.08

When an employee is absent from work and is eligible to receive compensation under the Worker's Compensation Act, or under Weekly Indemnity, the Company will make provision to advance money to the employee if there is a delay in receipt of compensation by the employee. The employee agrees to assign to the Company an equal amount to that which was advanced upon receipt of the money from the Commission or the Insurance Company.

ARTICLE 14

GROUP INSURANCE

14.01

Group Insurance coverage for all employees as in effect as of the signing of this Agreement shall remain in effect for the duration of the Collective Labour Agreement.

14.02

The principal coverage is as follows:

- (a) Effective June 1st, 1998
Life Insurance \$35,000
Accidental Death and Dismemberment \$35,000
- (b) Effective October 19th, 1998
Life Insurance \$36,000 life

Accidental Death and Dismemberment \$36,000

- (c) Effective October 19th, 1999
Life Insurance \$37,000
Accidental Death and Dismemberment \$37,000

The Company agrees to pay 100% of the premium.

(b) **Weekly Indemnity**

Effective the 1st day of the month following ratification of the Collective Labour Agreement, the weekly indemnity will change as follows:

First day accident, first day hospital, fourth day sickness. 50% of the employees regular basic hourly classification on the basis of a forty hour week.

The weekly indemnity benefit would be in effect for a period of fifty-two weeks. The plan is as follows (1-1-4-52).

Effective October 1st, 1999 the Weekly Indemnity will change as follows:

The weekly indemnity paid will increase from fifty percent (50%) of the employees regular basic hourly classification to fifty-five (55%) of the employees regular basic hourly classification on the basis of a forty hour week.

The Company agrees to pay 100% of the premium.

(c) **Health Insurance**

Effective August 1, 1998, the Company will implement a pay direct drug plan at three dollars (\$3.00) per prescription. The major medical plan will remain in effect as per the group insurance policy.

(d) **Dental Plan**

A dental plan is in effect for all employees. Dentures will be paid at 50% co-insurance. The Company agrees to pay 100% of the premium.

(e) **Ontario Hospital Insurance**

Program, as in effect. The Company agrees to pay ninety (90%) percent of the premium.

- (f) The whole subject to application under the actual policies.

14.03

In the event that the compulsory government-sponsored medical care programme is expanded during the life of this Agreement to cover portions of the benefits mentioned above, the parties shall meet to make the necessary changes to the existing group insurance.

14.04

ARTICLE 13

SAFETY AND HEALTH

13.01

(a) The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment, The Union will co-operate with the Company in the enforcement of Plant rules and regulations relating to safety.

(b) Protective equipment and devices, where usage is required by the Company will be furnished without charge to the employee by the Company. These devices and equipment, when issued, will become the responsibility of the employee and he will utilize this equipment as directed.

13.02

(a) A Joint Safety Committee consisting of two (2) employees designated by the Union and two (2) Management members designated by the Company shall be established in the Plant.

The Company agrees that the Union have the right to increase this Committee by one (1) in the event that the active work force increases to two hundred (200) employees in the Btu-gaining Unit.

The Employer may, under no circumstances, take any action of any kind against a certified representative who has acted under the Occupational Health & Safety Act..

(b) The Safety Committee shall hold monthly meetings at times determined by the Committee. If these meetings are held during regular working hours, Committee members may attend without loss of pay. Safety audits shall be conducted on a monthly basis, or as required.

(c) The purpose of the Committee is to promote health and safety of the employees at the Plant. To this end, the Committee will be fully acquainted with the norms and rules of health and safety and with the applicable laws of Ontario and applicable Federal laws.

13.03

The Company and the Union will jointly encourage the Joint Safety Committee to actively perform their duties and responsibilities under this Agreement, and for this purpose, the Joint Safety Committee will be furnished by the Company with such reasonable data and information as may be required to carry on their functions.

13.04

The function of the Safety Committee shall be to advise with Plant Management concerning safety and health matters, but not to handle grievances. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health and formulate suggested changes in existing practices and suggestions, recommendations and reasons, shall be submitted to the Plant Management for its consideration and for such action as it may consider consistent with the Company's responsibility to provide for the safety and health of its employees during the hours of their employment and the mutual objective set forth in this Article.

Changes in the group insurance programme will be effective and coincident with the effective date of the government-sponsored programme.

ARTICLE 15

WAGES

15.01

The Co-operative Wage Study (CWS) Manual for Job Description Classification and Wage Administration, dated September 8th, 1978 (herein referred to as 'The Manual') is incorporated into this agreement and its provisions shall apply as set forth in full herein.

15.02

Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement. A list of the jobs and their classification is attached hereto as "Appendix B".

15.03

(a) A two job class additive is in effect for the Mechanical Department and Electrical Department Classifications as listed in Appendix "B".

(b) Effective the 19th day of October, 1997, the standard hourly rate of Class 1 shall be increased by thirty (30) cents, the increment between jobs will be increased by point five (.5) cents making the increment between jobs sixteen and one-half (16.5) cents establishing a standard hourly wage scale as per "Appendix A".

(c) Effective October 18th, 1998, the standard hourly rate of Class 1 shall be increased by twenty (20) cents, the increment between jobs will be increased by point five (.5) cents, making the increment between jobs seventeen (17) cents establishing a standard hourly wage scale as per "Appendix A" revised.

(d) Effective October 17th, 1999, the standard hourly rate of Class 1 shall be increased by twenty (20) cents, the increment between jobs will be increased by point five (.5) cents, making the increment between jobs seventeen and one-half (17.5) cents, establishing a standard hourly wage scale as per "Appendix A" revised.

15.04

Effective on the dates specified in Section 15.03 all employees shall have their rates of pay adjusted as follows:

(a) If the employee is not receiving an out-of-line differential prior to the dates specified in

section 15.03 the rate of pay of such employee shall be adjusted to conform to the standard hourly rate of that employee's job, as provided in Section 15.03.

(b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 15.03 the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 15.03 and the following shall govern:

(1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 15.03, the amount by which such employee's new rate is greater than the rate provided in Section 15.03 shall become the employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.

(2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 15.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section 15.03, and the former out-of-line differential shall be terminated.

15.05

As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

15.06

Except as otherwise provided in this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

15.07

Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

Out-of-line Differentials

15.08

The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid 'out-of-line differentials'. Such lists shall contain the following information:

- (a) Name of incumbent to whom such out-of-line differential is to be paid.
- (b) Job title of job on which out-of-line differential is to be paid.
- (c) Job classification of such job
- (d) Standard hourly rate of such job
- (e) Amount of out-of-line differential
- (f) Date such out-of-line differential became effective.

15.09

Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 15.06 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

15.10

If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

15.11

If, as a result of lay off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

15.12

If such employee referred to in Sections 15.10 and 15.11 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

15.13

When **an** employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.

15.14

In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

15.15

Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply,

Temporary Transfer

15.16

An employee who is temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a lay-

off or a job posting, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer.

Learner Jobs

15.17

Learner job requiring 'learner' rates, due to lack of adequate training opportunity provided by the promotional sequence related jobs, shall be negotiated and be made a part of this Agreement.

15.18

A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience timer specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code C: Seven to twelve months:
 - (1) One learner period classification at a level two job classes below the job class of the job.

- (b) Code D: Thirteen to eighteen months:
 - (1) A first learner period classification at a level four job classes below the job class of the job, and
 - (2) A second learner period classification at a level two job classes below the job class of the job.

- (c) Code E and higher: Nineteen months and above:
 - (1) A first learner period classification at a level six job classes below the job class of the job.
 - (2) A second learner period classification at a level four job classes below the job class of the job, and
 - (3) A third learner period classification at a level two job classes below the job class of the job.
 - (4) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

15.19

The learner periods, as provided in Section 15.18 shall apply to those jobs listed in Exhibit 'E' of the Manual, except as otherwise mutually agreed between the Company and the Union and so indicated in Exhibit 'E'. Learner periods shall apply only to jobs in Job Class 8 and up, except where the provision of Sections 15.20 and 15.21 apply.

15.20

The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applies is:

- (a) in the case of an employee hired for the learning job the standard hourly rate for Job Class 2; or
- (b) in the case of an employee transferred from another job in the plant, the lower figure of:
 - (1) the standard hourly rate of the job from which transferred; or
 - (2) the standard hourly rate of the job being learned

15.21

The learner provisions set forth in Section 15.20 shall apply:

- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
- (b) only to provide replacements for job vacancies; and
- (c) in accordance with the provisions of this Agreement for filling vacancies.

15.22

The Company shall furnish the Union on the form set forth as Exhibit 'E' of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 15.18 shall apply only to jobs in this list.

15.23

Employee time spent on a job requiring a learner schedule shall be cumulative. Periods of less than eight (8) hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.

15.24

Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

15.25

The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 15.18. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

15.26

Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a 'grouped' job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records

15.22

The Company shall furnish the Union on the form set forth as Exhibit 'E' of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. ~~The~~ schedule of learner rates set forth in Section 15.18 shall apply only to jobs in this list.

15.23

Employee time spent on a job requiring a learner schedule shall be cumulative. Periods of less than eight (8) hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.

15.24

Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

15.25

The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 15.18. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

15.26

Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a 'grouped' job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

15.27

Any mathematical or clerical errors made in the preparation, establishment or application of the job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

15.28

Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

ARTICLE 16**GENERAL****16.01 Jury Duty**

The Company will pay the difference between regular pay and jury duty pay for all working time lost.



of the Company.

15.27

Any mathematical or clerical errors made in the preparation, establishment or application of the job descriptions, classifications or standard hourly rates shall be corrected by the parties to this Agreement. The parties agree that the descriptions, classifications and rates set out in this Agreement are subject to change from time to time as the parties may agree in writing. The parties agree that the descriptions, classifications and rates set out in this Agreement are subject to change from time to time as the parties may agree in writing.

ARTICLE 17

LIFE OF THE AGREEMENT

This agreement shall become effective on October 19th, 1997 and shall remain in effect until October 18th, 2000.

Within ninety (90) days preceding the date of expiration of this Agreement, either party may, by written notice, inform the other that it wishes to terminate or amend the same or negotiate a new Agreement.

In witness thereof, the parties hereto, by their duly authorized representatives, have signed at Haley, Province of Ontario this

Day of May 1998

TIMMINCO METALS
A DIVISION OF
TIMMINCO LIMITED

UNITED STEELWORKERS
OF AMERICA
LOCAL 4632

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.97
01	00334	Plant Janitor (Reduction)	\$15.340
02	00212	Clean-up Man (Cal/Briq)	\$15.505
	00333	Clean-up Labour (Reduction)	
03	00332	Briquette System Tender	\$15.670
	00766	Labourer (Surface)	
04	00765	Shipping Helper	\$15.835
05	00330	Motorized Sweeper Operator	\$16.000
	00331	Condenser Repair Man	
	00446	Operator (Melt)	
	02182	Bricklayer Helper *	
06	00328	Crown Puller	\$16.165
	00329	Calcium Packer	
	00445	Bar Piler	
	00554	Injection Moulding Operator	

00555 Machine Operator

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.97
07	00325	Residue Discharge Operator	\$16.330
	00326	Reamer Operator	
	00327	Close-up Man	
	00444	Flux Man	
	00764	Storeroom Attendant	
08	00209	Magnesium Briquette Press Operator	\$16.495
	00210	Ferrosilicon Crusher Operator	
	00211	Grinding Equipment and Calcium Press Operator	
	00322	Crown Press Operator	
	00323	Furnace Repairman	
	00324	Utility Man	
	00552	Turret Lathe Operator	
	00553	Stretcher Operator	
	00762	Heavy Front End Loader Operator	
	00763	Shipping Lift Truck Operator	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.97
09	00105	Crusher Plant Operator	\$16.660
	0208	Kiln Operator Assistant	
	00320	Lift Truck Operator (Reduction)	
	00321	Day Off Replacement (Reduction)	
	00441	Saw and Lathe Operator	
	00442	Pourer	
	00550	Inspector (Extrusion)	
	00551	Anode Welder	
	00658	Operator (Special Products)	
	00760	Truck Driver	
	00761	Lift Truck Operator (Surface)	
10	00104	Driller Powder Man	\$16.825
	00318	Charger Operator	
	00319	Furnace Operator	
	00438	Inspector (Melt)	
	00439	Melt Pot Inspector	
	00440	Potman	

APPENDIX "B"

DEPARTMENT AND CLASSIFICATIONS

QUARRY & CRUSHING

18 - Lead Hand

16 - Shovel Operator

11 - Production Truck Driver

10 - Driller Powder Man

9 - Crusher Plant Operator

CALCINING TO BRIQUETTING

18 - Lead Hand

16 - Kiln Operator

11 - Day off Replacement

10 - Grinding & Briquetting Operator

9 - Ferrosilicon Crusher Operator

2 - Clean Up Man

EXTRUSION

18 - Lead Hand

16 - 2400 ton Press Operator

10 - 500 ton Press Operator

9 - Inspector

9 - Anode Welder

8 - Turret Lathe Operator

8 - Stretcher Operator

6 - Machine Operator

APPENDIX "B"

DEPARTMENT AND CLASSIFICATIONS

REDUCTION

MECHANICAL/ELECTRICAL *

15 - Lead Hand Retort

20 - Lead Hand Electronic

13 - Lead Hand Reduction

18 - Lead Hand Electrical

13 - Furnace Maintenance Man

18 - Lead Hand Mechanical

12 - Vacuum Maintenance Man

18 - Electronic Repairman

11 - Vacuum Checker

16 - Machinist

10 - Charger Operator

16 - Millwright Welder

10 - Furnace Operator

15 - Gas Fitter

10 - Day Off Replacement

14 - Mobile Equipment Mechanic

8 - Furnace Repairman

14 - Millwright

8 - Utility Man

14 - Welder

5 - Motorized Sweeper

13 - Stationary Engineer 3rd class

5 - Condenser Repairman

5 - Bricklayer Helper

2 - Clean-up Labour-Reduction

*indicates 2 Job Class Additive as per Article 15.03 (a)

APPENDIX "C"

COST OF LIVING ADJUSTMENT

The cost of living allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the Consumer Price Index, calculated on the basis of 1971 = 100 all items, published by Statistics Canada. Following the release of the Consumer Price Index for September, 1997, the Company shall compare such index figures with the Consumer Price Index for June 1997.

Effective as of the signature of the agreement, the calculation for the cost of living will commence to be paid. This would be effective the first pay period of November 1997 and would be paid on the following basis.

For each .45 increase in the index during the period, an allowance of one cent (1) will be allowed.

Further adjustments will be made on a quarterly basis and paid commencing the first pay period of:

February 1998	May 1998	August 1998	November 1998
February 1999	May 1999	August 1999	November 1999
February 2000	May 2000	August 2000	

Effective the first pay period of October 1998, and October 1999, and October 2000, the cost of living accumulated in the contract year will be folded in the base rates and form an integrated part of Appendix "A", Rates and Classifications.

The adjustments will be calculated on the basis of the normally scheduled straight time hours and overtime hours worked and will not form a part of the employee's pay for any other purposes and will not be used in the calculation of any other pay allowance or benefits.

Continuance of the cost of living allowance shall be contingent upon availability of the Consumer Price Index in its present form and calculated on the same basis as the index for June 1997, unless otherwise agreed upon by the parties.

No adjustments retroactive or otherwise shall be made due to any revision which may later be made in a published index,

Continuance of the cost of living allowance shall be contingent upon availability of the Consumer Price Index in its present form and calculated on the same basis as the index for June 1997, unless otherwise agreed upon by the parties.

No adjustments retroactive or otherwise shall be made due to any revision which may later be made in a published index.

APPENDIX "D"

TIMMINCO METALS RETIREMENT PLAN - SUMMARY

1. **PARTICIPATION**

All Employees of the Haley plant represented by the United Steelworkers of America and its Local 4632 are eligible to participate.

2. **CONTINUOUS SERVICE**

Continuous Service shall mean the Employee's continuous period of service with the Company since his last date of hire with the Company.

3. **CREDITED SERVICE**

Credited Service is that portion of an Employees Continuous Service accumulated from January 1st, 1972 only, to the employee's 65th birthday and shall be limited to a maximum of 35 years.

4. **RETIREMENT AGE AND SERVICE**

Normal Retirement - Age 65 with at least 2 years of membership in the Plan.

Early Retirement - Age 55 with completion of at least 2 years of membership in the Plan.

Disability Retirement - Completion of 10 or more years of Continuous Service, provided eligibility requirements are met.

5. **AMOUNT OF NORMAL RETIREMENT PENSION**

- i) For Employees who retire on or after January 1st, 1998, (\$30.00) thirty dollars a month for each year of Credited Service.
- ii) For Employees who retire on or after January 1st, 1999, (\$31.00) thirty-one dollars a month for each year of Credited Service.

- iii) For Employees who retire on or after January 1, 2000, (\$33.00) thirty-three dollars a month for each year of Credited Service.

6. VESTING

Upon termination of employment prior to Normal or Early Retirement if the Employee has five (5) or more years of Continuous Service, prior to December 31st, 1986, or after January 31st, 1987, two (2) or more years of membership in the Plan.

7. CONTRIBUTIONS

The plan will be provided at no cost to the employee.

8. TERMINATIONS

The Pension Plan will terminate on the same date as the Collective Labour Agreement.

APPENDIX "E"

TWELVE (12) HOUR WORK SCHEDULES

1. The parties agree to the following conditions, amendments and variations to the existing language in the Collective Agreement with regard to twelve (12) hour work schedules.
2. Appendix "E" - Twelve (12) Hour Work Schedules shall be in effect October 19, 1986.
3. Either party may, within thirty (30) days, with written notice, cancel the twelve (12) hour work schedules.
4. Covered by twelve (12) hour work schedules, are departments where employees are working on continuous operations, seven days per week.
 - i) Calcining to Briquetting
Reduction
Melting
Special Products
Extrusion
 - ii) Support people, such as mechanics, electricians and replacements in the production areas who may be scheduled to work twelve (12) hour shifts.
 - iii) Trainees may be scheduled by the Company on eight (8) hour shifts while undergoing on-the-job training.
5. **Hours of Work**

It is agreed that a shift will commence at 08:00 hours for a twelve (12) hour period and 20:00 hours for a twelve (12) hour period as follows:

08h00 to 20h00
20h00 to 08h00

Shifts will rotate in sequence as per the agreed upon Schedule. Days off will be designated so that the average work performed by an employee will average forty (40) hours per week. Day-off replacements will be designated to cover for the absent employee on his scheduled day off.

It is understood that day-off replacements will work a schedule to look after the absent employee on his scheduled day off,

6. **Overtime**

Notwithstanding Article 6 of the Collective Agreement, it is agreed that overtime will be paid on the basis of time and one-half after the completion of twelve (12) hours in a day or shift or if the employee works more than his scheduled hours for the work week. An employee called in on his day off will be paid at time and one-half for the shift worked, provided he has worked his scheduled hours for the work week. It is the intention that not more than sixteen (16) consecutive hours will be worked.

7. **Shift Premium**

i) The shift bonus for those employees working on the 12 hour shift system will be forty five (45) cents per hour for the night shift from 20:00 hours to 08:00 hours.

Effective the 1st pay period of October 1998, the shift premium for those employees working on the 12 hour shift system will increase by (10) ten cents per hour for the night shift from 20:00 hours to 08:00 hours, making the new shift premium (55) fifty-five cents.

ii) Those employees working on the 12 hour steady day shift system will receive the shift bonus as provided for in Article 6.07 of the Collective Agreement.

8. **Holidays**

As per Article 7 of the Collective Agreement, employees will receive eight (8) hours pay at their regular rate whether or not they are scheduled to work on the paid holiday. For those employees who are scheduled to work on the paid holiday, the holiday will be determined as commencing at 20h00 the day preceding the holiday and ending at 20h00 on the day designated as the paid holiday in the Collective Agreement. Those employees who work during this twenty-four hour period and meet the requirements set out in Article 7:02 of the Collective Agreement will be paid in accordance with Article 7:03 of the Collective Agreement, (i.e. time and one-half for hours worked plus a premium of twenty-five (25) cents per hour)

An employee requesting a floating holiday pursuant to Article 7:01 of the Collective Agreement will be paid eight (8) hours at his regular rate.

9. **Paid vacations**

Notwithstanding Article 8 of the Collective Agreement, for the purpose of scheduling vacations for employees on twelve (12) hours shifts, one week vacation will consist of a work week as defined in Item 11.

10. **Saturday/Sunday Premium**

The Saturday and Sunday premiums referred to in Article 6:08 of the Collective Agreement will apply to all hours worked between 20h00 Friday and 20h00 Sunday.

11. **Workweek**

The work week shall commence at 20h00 Saturday and end at 20h00 the following Saturday.

12. **Bereavement Pay**

Employees will be compensated according to the provisions of Article 12 of the Collective Agreement. However, notwithstanding that an employee may have been scheduled to work more than eight (8) hours on any of the days, one days pay will be the equivalent of eight (8) hours pay; three days pay will be the equivalent of twenty-four (24) hours pay; five days pay will be the equivalent of forty (40) hours pay.

13. **Replacement**

Employees who are regularly scheduled to work an eight (8) hour shift schedule and who are assigned to replace an employee on the twelve (12) hour shift schedule for a one (1) week period, will be given the opportunity of making up the four (4) hours at straight time if the replacement entails thirty-six (36) hours of work for the week.

14. **Remaining at Place of Work**

Employees will remain at their place of work until they are relieved or until the end of the shift as specified in Item 5 and pursuant to the terms of the Collective Agreement.

15. **Availability for Work on Scheduled Days Off**

Replacement employees shall be available when shortages of personnel occur. These replacement employees shall come from employees on the twelve (12) hour schedule or the eight (8) hour schedule who are on their scheduled days off. In order to ensure that such replacement employees shall be available, employees on the twelve (12) hour schedule or the eight (8) hour schedule, prior to going on their scheduled days off, shall indicate their availability for work by signing their names on a sheet posted in their departments. The continuation of twelve (12) hour schedules will depend, in part, on the availability of employees to provide sufficient coverage so that the normal operations of the Company can continue on an uninterrupted basis.

16. **Seniority**

With respect to employees on the twelve (12) hour shift schedule who have not completed their probationary period, seniority shall not come into force until a probationary period of four hundred (400) hours has been actually worked.

Probationary employees may be assigned at the discretion of the Company to an eight (8) hour shift during their probationary period.

17. **No Cost to the Company**

The continuation of the twelve (12) hour shift schedule shall not increase the cost of operations for the Company.

APPENDIX "F"

LETTER OF INTENT - CONTRACTING OUT

Except for new construction and expediency, the Company will not contract out regular work in the Plant where such contracting will deprive it's employees of work, including those on lay-off, providing they have the qualifications and the Company has tools and equipment to perform the work efficiently and economically.

APPENDIX "G"

LETTER OF INTENT - FLOATING HOLIDAY

Effective each contract year, the Company agrees to pay a premium of seventy (\$70.00) dollars to a twelve (12) hour shift employee when the employee exercises his right to a floating holiday under Article 7, Paragraph 7.01.

This premium will apply only if the floater is taken.

APPENDIX "H"

PROCEDURE FOR DISTRIBUTION OF OVERTIME HOURS

Further to the provisions of Article 6.03, listed below are the procedures to be followed when distributing overtime hours:

1. (a) Each Department will provide a numbered book so that an employee can sign to show his availability for work. The book will indicate the employees' seniority date, job classification, dates available for overtime and overtime hours worked and/or refused. Employees signing for overtime shall do so before 3:00 p.m. or 15:00 hours each day to be eligible to be considered if overtime is required. Employees are permitted to remove their name from the overtime book, but if personally contacted to work overtime, they would be expected to report. If the employee does not report or refuses, the hours will be counted as hours worked.
1. (b) If an employee is contacted outside of the hours shown in 2 (a) and refuses, these hours will not be recorded as hours worked.
2. (a) When overtime is required for either day shift or night shift, it is agreed under normal conditions, that contact will be made between
 - 6:00 a.m. and 9:00 a.m.
 - and 4:00 p.m. and 9:00 p.m.and if contact is not made in the first attempt, a second attempt will be made in fifteen minutes and if no contact is made, the next eligible person would be called as per 2 (b). In an emergency situation at other times, 2 (b) would be followed.
2. (b) Overtime hours will first be offered to the person in the occupation who normally performs the work of the occupation involved with the lowest number of overtime hours, who has his name in the overtime book for that day. If hours are equal, then by seniority.
3. If no one is available in the above category, then overtime will be offered to those employees qualified to do the work, with the lowest number of overtime hours. If hours are equal, then by seniority.

4. Normally performing the work involved, means an employee who is assigned to do the work of the occupation for two or more consecutive shifts. Day-Off Replacements will be considered in the distribution of overtime in any of the occupations they replace.

5. It is agreed that no more than sixteen (16) consecutive hours will be worked.

6. Except in an extreme emergency, an employee working night shift will not be asked or allowed to work overtime on the immediately following shift.

7. A record of overtime hours will be kept and will be available in the Foreman's Office for review.

8. This policy is effective immediately and overtime hours will be zeroed for record purposes on a quarterly basis.

APPENDIX "I"

LETTER OF INTENT - JOB COMBINATIONS

As discussed in negotiations between the Company and the Union, the Company will proceed with the combination of jobs within the plant to optimize the operations.

In this respect, the Company will meet with the C.W.S. Committee to finalize, as per the C.W.S. Manual, the job combinations in the Melt Plant.

On an ongoing basis, other areas of the plant will be reviewed, to obtain the optimum in operations by combining other jobs, after careful review.

APPENDIX "J"

LETTER OF INTENT - ARBITRATION

As discussed in negotiations between the Company and the Union, it is agreed that with regard to the intent of Paragraph 10:07 of the Collective Labour Agreement, the following persons will serve as arbitrators during the term of the agreement being negotiated at this time:

- | | |
|----|----------------|
| 1. | Joseph Roach |
| 2. | Joseph Carrier |
| 3. | Richard Brown |
| 4. | Roger Young |

These people will be requested in order, as per the Collective Labour Agreement. It is agreed that if one of the nominees of the Union or the Company withdraw on a permanent basis, that the arbitrator can be replaced by either the Company or the Union, as the case may be.