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No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	LP		

TIMMINCO METALS

AGREEMENT

between

TIMMINCO METALS

A Division of Timminco Limited

HALEY, ONTARIO

and

UNITED STEELWORKERS OF AMERICA

LOCAL 4632

2000 - 2004

TIMMINCO

INDEXED

01568 (07)

TABLE OF CONTENTS

		Page
ARTICLE 1	Recognition and Scope	1
ARTICLE 2	Co-operation	2
ARTICLE 3	Management Rights	5
ARTICLE 4	Union Security	5
ARTICLE 5	Hours of Work	6
ARTICLE 6	Overtime and Shift Premium	7
ARTICLE 7	Holidays	8
ARTICLE 8	Paid Vacations	10
ARTICLE 9	Representation	12
ARTICLE 10	Grievance Procedure	13
ARTICLE 11	Seniority	15
ARTICLE 12	Bereavement Pay	20
ARTICLE 13	Safety and Health	21
ARTICLE 14	Group Insurance	25
ARTICLE 15	Wages	26
ARTICLE 16	Jury Duty/Pension Plan	31
ARTICLE 17	Life of the Agreement	32
APPENDIX "A"	Rates and Classifications	33
APPENDIX "B"	Departments and Classifications	39
APPENDIX "C"	Cost of Living Adjustment	42
APPENDIX "D"	Retirement Plan	43
APPENDIX "E"	Twelve (12) Hour Work Schedule	45
APPENDIX "F"	Letter of Intent Contracting Out	48
APPENDIX "G"	Letter of Intent Floating Holiday	49
APPENDIX "H"	Procedure for distribution of Overtime Hours	50
APPENDIX "I"	Letter of Intent Job Combinations	52
APPENDIX "J"	Letter of Intent Arbitration	53
APPENDIX "K"	Letter of Understanding Accommodation Committee	54
APPENDIX "L"	Letter of Understanding Accommodation & Restructuring	56
APPENDIX "M"	Letter of Intent SES (Simple Effective Solutions)	58
APPENDIX "N"	Letter of Intent De-Certification Information	59
APPENDIX "O"	Letter of Understanding	

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 I

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.

2.12

The Company and the Union agree to abide by the provisions of the Ontario Human Rights Code and such Act as it relates to matters of employment is hereby incorporated into and forms part of this Collective Agreement. The Company and the Union agree that the Modified Work Committee and the Compensation Committee will be replaced by the Accommodation Committee provided for in the attached Letter of Understanding forming part of the Collective Agreement.

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

The Union agrees to indemnify the Company of any recourse in damages or otherwise against Timminco Metals for making the above deductions and payments during the term of this Collective Agreement.

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 am - 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 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.
- (d) Upon providing a receipt from the doctor, the Company agrees to pay the costs of medical notes/examinations/testing required by the Company.

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 1” 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 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.

9.05

Shop Stewards and members of the Grievance Committee shall suffer no loss of earnings during grievance settlements with the Foreman or with Management at the Plant.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

The following procedure shall be applicable progressively to handle any grievance as to the interpretation, application or non-application or violation of this Agreement, which any employee or group of employees or the Union may desire to adjust with the Company.

10.02

A technical error in the written submission will not cause annulment of the grievance.

Grievance Procedure

10.03

Stage 1 An employee accompanied by a Union representative of his department or his delegate should present his grievance in writing to his foreman within twenty (20) days from the occurrence of the event giving rise to the grievance in an attempt to settle same. The foreman shall give the aggrieved employee a written answer within forty-eight (48) hours.

10.04

Stage 2 In the event the grievance is not settled to the satisfaction of the employee in Stage 1, the grievance shall be presented within forty-eight (48) hours to the Manager, Industrial Relations or his delegate after the receipt of the decision of Stage 1. A meeting, if necessary, will be held at Stage 2 and a decision in writing will be rendered by the Manager, Industrial Relations or his delegate within seventy-two (72) hours after the receipt of the grievance at Stage 2.

10.05

Stage 3 If the grievance is not settled at Stage 2, it shall be submitted in writing to the Plant Manager or his delegate within seventy-two (72) hours following the decision of the Manger, Industrial Relations. The Plant Manager shall render his decision in writing within one hundred and twenty (120) hours following the receipt of the grievance at Stage 3. A meeting shall be held between both parties within such period and the Union Grievance Committee may be accompanied by an accredited outside representative of the Union. Dates and times of meetings will be mutually agreed upon by both parties.

10.06

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**
- (a) 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.
- (b) A member of the joint health and safety committee who is designated by the Union shall be permitted to meet for one hour with new employee(s) within five (5) working days following the employee's health and safety training.
- 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 twenty-four (24) 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 forty-eight (48) 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

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 permanent vacancy in a position for which he has been trained without posting.

A permanent vacancy within the context of this Article means any vacancy created as a result of severance of employment of any incumbent employee, the acceptance of a permanent job posting outside the employee's classification or the need to increase the number of employees in the classification due to legitimate increase in production requirements.

Notwithstanding Article 11.07, the Company may fill a temporary vacancy lasting less than 30 days with a person who has been trained under this provision for the position in which the temporary vacancy has occurred.

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

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 cooperate 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 Bargaining 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.
- (d) The parties will make reasonable efforts to ensure that the minimum level of health and safety protection in the workplace is that required by the *Occupational Health And Safety Act*, R.S.O. 1990, c.O.1 as amended and the regulations made thereunder as that statute and its regulations read on July 13, 2001.

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.

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

If there is any amendment to either section 9 or 45 of the Occupational Health And Safety Act, R.S.O. 1990, c.O.1, as amended as those sections read on July 13, 2001, that in any way diminishes the rights of workers, trade unions, or certified representatives, it is agreed and understood that sections 9 and 45 as they read on July 13, 2001 are incorporated into and form part of this collective agreement.

13.08

A Union member of the Joint Health & Safety Committee or his designate will participate in an investigation in any of the following circumstances:

- (1) all lost time accidents,
- (2) all accidents causing injury (medical aids) but which do not result in lost time,
- (3) all minor near misses and incidents where **an** accident has occurred .with demonstrated potential for serious injury,
- (4) all fatalities.

At the commencement of each year of the Collective Agreement, the Union shall provide the Company with a list of all designates for the purpose of this clause. If any change is made in respect of the designates during a year of the Collective Agreement, the Union shall promptly provide the Company with an updated list of designates.

If neither a Union member of the JH&SC nor a designate is on site at the time of an incident requiring an investigation under this clause, the Company shall involve an experienced worker in the affected department. In all cases of fatality, a Union member of the JH&SC will be contacted and called into work if none is available on site. A Union member of the JH&SC may permit the use of a

designate where circumstances dictate.

13.09

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.

13.10

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.

13.11

The employer shall provide the Union with a copy of the Company's report of injury or disease (Form 7) at the time of submitting same to the Workplace Safety and Insurance Board (WSIB) in order to give the Union an opportunity to discuss with the Company any errors or omissions which may exist. The employer agrees to provide the Union and the injured worker with copies of any return to work plan or other documentation which the WSIB requires the Company to give to the injured worker.

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 September 1, 2001
Life Insurance \$39,000
Accidental Death and Dismemberment \$39,000
- (b) Effective October 19th, 2001
Life Insurance \$40,000 life
Accidental Death and Dismemberment \$40,000
- (c) Effective October 19th, 2002
Life Insurance \$41,000
Accidental Death and Dismemberment \$41,000

The Company agrees to pay 100% of the premium.

(b) **Weekly Indemnity**

The Company will maintain the weekly indemnity plan as follows:

First day accident, first day hospital, fourth day sickness. 55% 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).

The Company agrees to pay 100% of the premium.

(c) **Health Insurance**

Effective September 1, 2001, the Company will maintain a pay direct drug plan at the three dollar deductible (\$3.00) per prescription. The major medical plan will remain in effect as per the group insurance policy. The insurance policy will:

- Limit eligible drugs to only those that legally require a prescription,
- Implement mandatory generic substitution for prescription drugs, whenever available, and
- Implement a dispensing fee cap of \$8.00 per prescription
- Vision Benefit: no more than \$150.00 per employee, once every 24 months, prescription glasses, only.

(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

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

14.05

If the Company obtains any reductions in the cost of EI premiums, it is agreed and understood that all savings from such reductions including the employee's portion of the reductions are being used by the Company to maintain and improve Group Insurance.

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, 2000, the standard hourly rate of Class 1 shall be increased by twenty-five (**25**) cents, the increment between jobs will be increased by point five (.5) cents making the increment between jobs eighteen (18) cents establishing a standard hourly wage scale as per "Appendix A" revised.

- (c) Effective October 20th, 2001, the standard hourly rate of Class 1 shall be increased by fifteen (15) cents, the increment between jobs will be increased by point five (.5) cents, making the increment between jobs eighteen and one-half (18.5) cents establishing a standard hourly wage scale as per "Appendix A" revised.
- (d) Effective October 19th, 2002, the standard hourly rate of Class 1 shall be increased by fifteen (15) cents, the increment between jobs will be increased by point five (.5) cents, making the increment between jobs nineteen (19) 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 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.

16.02 Pension Plan

A resume of the Pension Plan appears in Appendix 'D'. The whole subject to application under the actual Plan.



16.03 The masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 17

LIFE OF THE AGREEMENT

This agreement shall become effective on October 19th, 2000 and shall remain in effect until May 31st, 2004.

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 September 2001

TIMMINCO METALS
A DIVISION OF
TIMMINCO LIMITED

UNITED STEELWORKERS
OF AMERICA
LOCAL 4632

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.00
01	00334	Plant Janitor (Reduction)	\$16.52
02	00212	Clean-up Man (Cal/Briq)	\$16.70
	00333	Clean-up Labour (Reduction)	
03	00332	Briquette System Tender	\$16.88
	00766	Labourer (Surface)	
04	00765	Shipping Helper	\$17.06
05	00330	Motorized Sweeper Operator	\$17.24
	00331	Condenser Repair Man	
	00446	Operator (Melt)	
	02182	Bricklayer Helper *	

06	00328	Crown Puller	\$17.42
	00329	Calcium Packer	
	00445	Bar Piler	
	00554	Injection Moulding Operator	
	00555	Machine Operator	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.00
07	00325	Residue Discharge Operator	\$17.60
	00326	Reamer Operator	
	00327	Close-up Man	
	00444	Flux Man	
	00764	Storeroom Attendant	
08	00209	Magnesium Briquette Press Operator	\$17.78
	00210	Ferrosilicon Crusher Operator	
	00211	Grinding Equipment and Calcium Press Operator	
	00322	Crown Press Operator	
	00323	Furnace Repairman	

00324	Utility Man
00552	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 19.00
09	00105	Crusher Plant Operator	\$17.96
	00208	Kiln Operator Assistant	
	00320	Lift Truck Operator (Reduction)	
	00441	Saw and Lathe Operator	
	00442	Pourer	
	00550	Inspector (Extrusion)	
	00658	Operator (Special Products)	
	00760	Truck Driver	
	00761	Lift Truck Operator (Surface)	
10	00104	Driller Powder Man	\$18.14
	00284	Grinding & Briquetting Operator	

00318	Charger Operator
00319	Furnace Operator
00321	Day Off Replacement (Reduction)
00438	Inspector (Melt)
00439	Melt Pot Inspector
00440	Potman
00483	Static Cast Operator
00549	500 Ton Press Operator

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.00
11	00103	Production Truck Driver	\$18.32
	00213	Day Off Replacement (Cal/Briq)	
	00317	Vacuum Checker	
	00436	D.C. Operator	
	00437	Day Off Replacement (Melt)	
	00443	Mechanical Repair Man	
	00483	Process Operator	
	00551	Anode Welder	
	00657	Technician	
	00759	Lead Hand (Surface)	
	02181	Stationary Engineer 4th Class *	

12	00316	Vacuum Maintenance Man	\$18.50
13	00314	Lead Hand (Reduction)	\$18.68
	00315	Furnace Maintenance Man	
	00435	Lead Hand (Melt)	
	00656	Lead Hand (Special Products)	
	02178	Stationary Engineer 3rd Class *	
	02179	Carpenter *	
	02180	Pipefitter *	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.00
14	02176	Millwright *	\$18.86
	02177	Welder *	
15	00313	Lead Hand Retort Mtce	\$19.04
	00485	Operator – VDC	
	00486	Day Off Replacement – VDC	
	02174	Gas Fitter *	
16	00102	Shovel Operator	\$19.22
	00207	Kiln Operator	
	00547	Day Off Replacement (Extrusion)	
	00548	2400 Ton Press Operator	
	02070	Electrician *	

	02172	Machinist *	
	02173	Millwright Welder *	
	02175	Mobile Equipment Mechanic *	
17			\$19.40
18	00101	Lead Hand (Quarry/Crushing)	\$19.58
	00206	Lead Hand (Calcining/Briquetting)	
	00547	Lead Hand (Extrusion)	
	02068	Electronic Repair Man *	
	02069	Lead Hand (Electrical) *	
	02171	Lead Hand (Mechanical) *	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	OCT 19.00
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19			\$19.76
20	02067	Lead Hand (Electronic) *	\$19.94

* indicates 2 Job Class Additive as per Article 15:03 (a)
 Mechanical Electrical 2 Job Class Additive equals:

October 19th, 2000	\$00.36
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APPENDIX "B"

DEPARTMENT AND CLASSIFICATIONS

MELTING

15 - VDC Operator

15 - Day Off Replacement (VDC)

13 - Lead Hand

11 - Process Operator

11 - D.C. Operator

11 - Day off Replacement

10 - Melt Pot Inspector

10 - Potman

10 - Inspector

9 - Shipper/Receiver (VDC)

9 - Pourer

6 - Bar Piler

5 - Operator - Melt

SPECIAL PRODUCTS

SURFACE

13 - Lead Hand

11 - Technician

9 - Operator

11 - Lead Hand

9 - Truck Driver

9 - Lift Truck Operator

8 - Front End Loader Operator

8 - Shipping Lift Truck

7 - Storeroom Attendant

4 - Shipper Helper

3 - Labour

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

9 - Inspector

16 - Day Off Replacement
16 - 2400 ton Press Operator
11 - Anode Welder
10 - 500 ton Press Operator

8 - 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	16 - Mobile Equipment Mechanic
10 - Day Off Replacement	15 - Gas Fitter
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)

1 - Plant Janitor

**The job of Plant Janitor when vacant, will be filled by a Plant Wide Posting only.

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 2000, the Company shall compare such index figures with the Consumer Price Index for June 2000.

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 2000 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 2001	May 2001	August 2001	November 2001
February 2002	May 2002	August 2002	November 2002
February 2003	May 2003	August 2003	November 2003
February 2004	May 2004		

Effective the first pay period of October 2001, and October 2002, and October 2003 and May 2004 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 2000, 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, 2001, the pension will increase by two dollars (\$2.00) making the amount of normal retirement pension thirty-five dollars (\$35.00) per month for each year of credited service as per the actual Pension Plan.

ii) For employees who retire on or after January 1st, 2002, the pension will increase by two dollars (\$2.00) making the amount of normal retirement pension thirty-seven dollars (**\$37.00**) per month for each year of credited service as per the actual Pension Plan.

iii) For employees who retire on or after January 1st, 2003, the pension will increase by two dollars (\$2.00) making the amount of normal retirement pension thirty-nine dollars (**\$39.00**) per month for each year of credited service as per the actual Pension Plan.

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.

9. AMENDMENTS TO THE PENSION PLAN TEXT

The Company agrees that it will consult with the Union prior to implementing any amendments to the Pension Plan Text.

10. ONE TIME EARLY RETIREMENT WINDOWS

During the term of the collective agreement, the pension plan shall be amended to provide for four separate one-time early retirement windows which will be open for the time periods specified below. During these windows employees aged **60** or over with 80 points (age + service) electing to take early retirement will not be subject to any reduction in the amount of their pension entitlement as a result of taking an early retirement. In addition, the Company will continue to provide them with major medical benefit plan coverage in accordance with the provisions of the collective agreement.

The United Steelworkers of America and its Local 4632 agree to cooperate with the Company in obtaining any governmental approvals required in respect of these early retirement windows.

The Company agrees to fully fund the costs of the early retirement pension window during the life of this collective agreement. If, at the end of the term of the collective agreement, there has been less than 100% usage of the necessary funding for the early retirement pension window, then the resulting excess funds shall be used to enhance pension benefits for employees as mutually agreed between the Company and the Union. The Company shall provide sufficient information to the Union to permit the Union to determine the extent to which the Company's funding of the retirement windows has been utilized within 60 days of the Union's written request for such information.

WINDOWS

August 1, 2001 – December 31, 2001

March 1, 2002 – November 30, 2002

May 1, 2003 – November 30, 2003

January 1, 2004 – May 31, 2004

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 fifty-five (55) cents per hour for the night shift from 20:00 hours to 08:00 hours. Effective the 1st pay period of October 2001, the shift premium for those employees working on the 12 hour shift system will increase by (5) five cents per

hour for the night shift from 20:00 hours to 08:00 hours, making the new shift premium **(60)** sixty 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. **Work Week**

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 . David Kates

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.

APPENDIX "K"

LETTER OF UNDERSTANDING – ACCOMMODATION COMMITTEE

The purpose of the committee is to provide a mechanism for the development and maintenance

of fair and consistent practices for accommodating employees who have been ill, injured or have sustained work or non-work disabilities and to enable their early and safe return to work.

Every employee will be re-employed at the appropriate time following an injury or illness if the employee is capable of performing the essential duties of their pre-injury/illness job or any other available accommodated work provided that the employee would be working and not on lay-off if he or she did not require accommodation.

Every employee who is accommodated in a job will receive the higher of the rate he or she received in his pre-injury/illness job or the accommodated job.

If an employee's pre-injury/illness work cannot be accommodated so that the employee can perform the essential duties of that assignment, then the employee will be offered alternative suitable and available work.

Essential Duties are to be understood to be "the duties necessary to produce the job outcome" and that not all duties of the work assignment are necessarily essential duties.

Every attempt will be made to offer alternative work that is comparable in nature to the pre-injury/illness employment and must follow the least disruptive approach having regard for bargaining unit members, the collective agreement, the Ontario Human Rights Code, the Workplace Safety and Insurance Act, 1997 and all applicable labour legislation.

Suitable modified work is understood to be:

- Work that the employee has the necessary skills to perform or can obtain in a reasonable time period,
- Will not pose a health and safety risk to the employee, co-worker or others, other than that which the worker is willing to reasonably assume on themselves,
- Is of a meaningful, productive, value added nature, and
- To the extent practical has either a vocational or medical rehabilitative component

Nothing herein requires the Company to undergo undue hardship which includes without limitation creating a job for which it has no economic need. The Accommodation Committee will have two functioning committees:

Working Committee: consisting of the Company WSIB Representative or designate, the Union WSIB Representative or designate **and** the employee requiring accommodation. The Working Committee will meet as required to address the needs of those employees requiring accommodation. The Working Committee will arrange a mutually agreed appointment with the

returning employee for the purpose of arranging an intake meeting once the parties receive medical notification that the employee is medically capable of returning to some form of employment. The Working Committee along with the returning employee and treating physician will agree on a proposed accommodation plan and on any other return to work procedure deemed to be necessary. The Working Committee shall determine the appropriate course of accommodation with the assistance of the Full Committee where necessary. Nothing herein precludes the Company from seeking the advice of its own physician in discharging its duty to accommodate.

Full Committee: consisting of a Company Co-chair, Union Co-chair, Company Health and Safety Representative, Union Health and Safety Representative, Company Human Resources Representative and Union President who shall meet monthly (or such other times as may be established by mutual agreement of the Co-chairs) to discuss issues pertaining to modification requirements and progress/monitoring of initiatives.

Training and Lost Time: once only during the life of the Collective Agreement, the Company agrees to pay one week's regular, non overtime wages for the three Union members of the full committee to attend a one week training course on "Duty to Accommodate" and \$50.00 per person attending for course materials. The Union agrees to provide the instructors. All Union committee members engaged in committee functions/meetings at the Plant during working hours will not lose any regular wages and such time spent shall be deemed time worked. All Union committee members engaged in committee functions/meetings outside of normal working hours at the plant, unless otherwise agreed to by the parties, will be paid their regular straight time hourly wages for such time spent.

APPENDIX "L"

LETTER OF UNDERSTANDING – ACCOMMODATION & RESTRUCTURING

To accommodate concerns regarding restructuring at the Haley Plant, for the term of this collective agreement only, the parties agree to the following procedure which shall apply where an employee is still in jeopardy of being laid off after having exercised his rights under Article 11.12.

The employee shall have the option to either:

- A. Displace any junior employee occupying any other job that is still required, save and except a trade and VDC operator job. An employee who chooses to do so shall be entitled to a maximum of 160 hours of on the job training for the purpose of learning how to perform the essential requirements of the job of the junior employee to be displaced.

OR

- B. Displace any junior employee occupying a VDC operator job that is still required. **An** employee who chooses to do so shall be entitled to a maximum of 480 hours of on the job training for the purpose of learning how to perform the essential requirements of the VDC operator job of the junior employee to be displaced.

The following conditions and requirements apply to an employee wishing to exercise Option A or B above.

- i. If following the completion of the training period outlined in A or B above, whichever is applicable, it is determined that the employee can perform the essential requirements of the job, the employee may displace the most junior employee in the job for which the employee was trained and which is still required. If it is determined however that the employee cannot perform the essential requirements of the job following the applicable training period, the employee shall be subject to being laid off.
- ii. Training opportunities shall be offered in order of seniority and the Company shall only be required to train one person at a time to displace any one particular junior employee in a job that is still required.
- iii. The Company shall only be required to train up to a maximum of 2 employees per department per shift.
- iv. A junior employee in a job that is still required shall not be subject to lay off under this clause until he can be displaced by a more senior employee who can perform the essential requirements of his job.
- v. A senior employee seeking to displace a junior employee may be laid off while an employee with greater seniority is being trained to have the first opportunity to displace the same junior employee.

- vi. After a trial period of 80 or 84 hours, depending on whether a senior employee entitled to a training opportunity under this clause is assigned to an 8 hour or 12 hour shift, an initial assessment of the employee's aptitude to learn the job will be made. Where the Company, acting reasonably and fairly, concludes that the employee lacks the ability to learn the job the Company may end the training opportunity. The Company will consult with a trade union representative before exercising its right under this provision.
- vii. An employee shall be entitled to only one training opportunity under this clause during the life of the collective agreement.

APPENDIX "M"

LETTER OF INTENT – SES (SIMPLE EFFECTIVE SOLUTIONS)

The Company will **discuss** SES (Simple Effective Solutions Program) with the Union during the life of agreement

APPENDIX "N"

LETTER OF INTENT – DE-CERTIFICATION INFORMATION

Chris Stockwell
Minister of Labour

Dear Mr. Stockwell:

Re: Amendment to the Labour Relations Act requiring the posting of decertification information

Timminco Limited has had a long and positive relationship with the United Steelworkers of America and its Local 4632 which represents Timminco's production workers at its Haley, Ontario plant. The recent amendments to the Labour Relations Act, specifically the new section 63.1, which requires the posting and distribution by Timminco of information with respect to its employees' right to decertify the United Steelworkers, in our view, has the potential to destabilize our relationship with the United Steelworkers and create an area of conflict where none existed previously. We are also concerned that Timminco's posting and distribution of this information may be misinterpreted by some employees as a signal that Timminco no longer wishes to deal with the United Steelworkers, which is definitely not the case. Accordingly, we ask that your Government review this amendment to the Labour Relations Act which in our view, is unnecessary and potentially harmful to stable and mature bargaining relationships such as the one that Timminco enjoys with the United Steelworkers.

We thank you for your consideration of this expression of our views.

Yours truly,

APPENDIX "O"

**LETTER OF UNDERSTANDING – MOTION REGARDING
COMMUNICATION & RESTRUCTURING**

Motion Regarding United Steelworkers of North America

A shareholder stated that there should be more communication between Management and the United Steelworkers of North America representing the hourly employees at the Haley, Ontario plant during the restructuring process the Corporation was currently undergoing. The following motion was proposed:

That the Corporation provide open communication and discussions with the union represented by the United Steelworkers of North America, in relation to the restructuring.

The Chairman then asked for **an** appropriate motion, whereupon on motion duly made by Mr. J. Thomas Timmins, seconded by Mr. Mickey M. Yaksich and unanimously carried, it was resolved that the Corporation provide open communication and discussions with the union represented by the United Steelworkers of North America in relation to the restructuring.

