

VOLUME 1
COLLECTIVE LABOUR AGREEMENT

between

ALCAN SMELTERS AND CHEMICALS LTD.

and

NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
LOCAL NO. 2301

Effective 24 July 1999

Expires 23 July 2002
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***NOTE: Bold lettering denotes change or addition from the previous Collective Labour Agreement**

BETWEEN:

ALCAN SMELTERS AND CHEMICALS LTD.

(Kitimat and Kemano)

(hereinafter called "the Company")

OF THE FIRST PART

AND:

NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
LOCAL NO. 2301

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS for the purposes of collective bargaining the Union was certified by the Labour Relations Board on the 24th day of November 1994, as the trade union for all the employees of the Company employed anywhere in northern British Columbia, and in particular in Kitimat, Kemano and on all transmission lines, and in all places presently known and generally described as the Alcan Project except those excluded by the Labour Relations Code of British Columbia technical, professional and supervisory staff, **members of the Company's Plant Protection Services (except hourly paid First-Aid Attendants and Dispatchers)**, and office and clerical personnel:

WHEREAS it is the intention of the Company and the Union to establish and maintain conditions which will promote a harmonious relationship between the Company and its employees covered by this Agreement;

WHEREAS the Union is desirous of entering into an agreement with the Company covering all the Company's employees for whom the Union has been certified as the trade union;

WHEREAS the Company is willing to enter into an agreement with the Union and to apply the terms thereof to all the Company's employees for whom the Union has been certified as the trade union;

AND WHEREAS the Company and the Union have bargained collectively;

NOW THEREFORE, the Company and the Union hereto mutually agree as follows:

Article 1 - APPLICATION

1.01 This Agreement shall apply to all the Company's employees for whom the Union has been certified as the trade union.

1.02 For the purpose of this Agreement, the words "Kitimat Works" shall include the Company's Power Operations at Kemano and elsewhere in northern British Columbia, the Property Department and such similar ancillary departmental operations as may from time to time be established by the Company in northern British Columbia

1.03 The Company recognizes the Union as the exclusive collective bargaining representative as to rates of pay, hours of work or other conditions of employment of all its employees for whom the Union has been certified.

1.04 Appendices of this Agreement are an integral part thereof, and the provisions of this Agreement and Appendices shall be read and construed together.

- Appendix I Wage Rates.
- Appendix II Trades Croup Wage Rates.
- Appendix III Regulations Governing the Status of Employees and the Computation of their Continuous Service.
- Appendix IV Authorization of Check-Off Form.
- Appendix V Regulations Governing Wage Rate and Job Evaluation Administration.
- Appendix VI Regulations Governing Tradapeople and Apprentices.
- Appendix VII Choice of Hours of Work.
- Appendix VIII Lay-off Bumping and Recall Procedure.
- Appendix IX Index of Letters of Understanding in effect.

1.05 For the purpose of interpreting this Agreement, wherever the masculine is used it shall be considered as if the feminine had been used where the context so requires.

Article 2 - NO STRIKES OR LOCKOUTS

2.01 The Company shall not cause or direct any lockout of employees during the life of this **Agreement**; and neither the Union nor any representative of the Union nor any employee shall in any way authorize, encourage, condone, **support or participate in any** strike, walkout, suspension of work, **slowdown, or work stoppage** of any kind on the part of any **employee or group of employees** during the life of this **Agreement**.

2.02 During the life of this **Agreement** the Union shall immediately repudiate any strike or **any other concerted cessation** of work whatsoever by any group or **number of employees** and shall declare that any picket line set up in **connection therewith is illegal** and not binding on members of the **Union**. **Such repudiation and** declaration shall be communicated **to the Company in writing** within 24 hours after the cessation of work by the employees or the forming of the picket line respectively.

Article 3 -NO HARASSMENT OR DISCRIMINATION

3.01

- (a) Management and the Union agree there will be no harassment or discrimination against any individual b) reason of membership or non-membership in a union. activity or lack of activity in a union, race, colour, ancestry, place of origin political belief, religion, marital status family **status, physical or mental disability**, sex, sexual orientation **or age of that person, or because that person has been convicted of a criminal or summary conviction offence that in unrelated to employment** This paragraph does not apply:
- i) as it relates to age, to a bona fide scheme based on seniority; or
 - ii) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group of employee insurance plan; or
 - iii) to 4 refusal, limitation, specification or preference based on a bona fide occupational requirement.
- (b) Management and the Union agree the rights as defined in Article 5.01 shall not include any conduct that undermines the dignity of the individual, and the normal performance of these rights shall not be construed as harassment or discrimination.

03-LU-#1 Human Rights Committee

Article 4 - UNION SECURITY AND ACTIVITIES

4.01 Union Security

- (a) Every employee to whom this Agreement applies shall, as a condition of employment or as a condition of continued employment, complete and sign the Authorization of Check-Off Form, hereto annexed as Appendix IV. The Company shall deduct from the wages of each such employee an amount equal to the monthly dues as specified on said form.
- (b) Union dues deducted from the employee's wages shall be remitted by the Company to the Union within three working days of the date of disbursement of the payroll from which they were deducted. A written statement of the names and employment status of the employees from whom the deductions were made and the amount of such deductions will be mailed to the Union within fifteen days of the date of disbursement of the payroll. Cheques shall be made payable by the Company to the Financial Secretary, Canadian Automobile Workers, Local 2301, and, unless notice to the contrary is received from the Union, be mailed to the Financial Secretary, Canadian Automobile Workers, Local 2301, 235 Enterprise Avenue, Kitimat, B.C., V8C 2C8.
- (c) The Company shall not deduct Union dues from any employee who worked less than five (5) days in any two (2) consecutive pay periods in the month immediately prior to the month in which the dues are deducted. Prior to the 20th day of each month, the Company shall supply the Union with a list of all such employees.

Article 4.01(c) (continued)

Shifts spent on vacations and paid statutory holidays shall for the purpose of this Section, be considered as days worked.

- (d) The Company shall deduct an initiation fee in the amount specified by the employee concerned upon receipt of an authorization so to do signed by such employee and will forward such deduction to the Union in the manner provided for in Section 4.01(b).
- (e) The Union President, or delegate will be allowed up to one-half hour as part of the Company's normal induction program to discuss with new employees the history and organization of the Union and the benefits of Union membership. Such discussion will be of a non-controversial nature and will take place in the presence of a representative of the Human Resources Department.
- (f) The Union agrees to indemnify the Company and to hold it harmless against any claims which may arise in consequence of the Company's complying with the provisions of this clause 4.01.

4.02 Union Activities

- (a) Except as otherwise provided in this Agreement no person shall solicit membership in the Union or in any other labour organization, or collect dues for the Union or any other labour organization, or engage in any union or labour activity, on the job or in the Company's shops or plants. The foregoing prohibition does not include casual discussion of union affairs.

Article 4.02 (continued)

- (b) The Local 2301 Business Agent and the President of the Union shall have access to the Company's premises provided that permission for each entry has been obtained from the Human Resources Manager, or delegate, and employees do not neglect their work. Such permission shall not be unreasonably withheld.

- (c) (i) At the request of the Union, leave of absence without pay will be granted to not more than four employees to engage in full-time union activity on the following basis: "Full-time union activity" is defined as being employed full-time by the Union on C.A.W. business for a period of not less than seven consecutive days, and not more than two calendar years. Leave of absence for a period of no less than one year will be granted to one employee at the request of the Union, and an additional leave of a lesser duration will be granted at the request of the Union provided the Company has been notified at least two weeks in advance. An additional two employees will be granted a leave of absence if requested by the Union provided the efficiency of a department is not significantly impaired. Said leaves may be extended by mutual agreement.

- (ii) In addition to (i) above, at the request of the Union, leave of absence without pay will be granted to the Local 2301 President and Business Agent. Such leave will not exceed three (3) years, but will be renewed at the request of the Union.

Article 4.02 (continued)

- (d) In addition to the leaves allowed under Section 4.02(c) at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to not more than fourteen (14) employees at any one time to attend:
- (i) conventions or other similar bona fide meetings of the Canadian Automobile Workers Union, or of other recognized trade union bodies held in Kitimat/Kemano: and.
 - (ii) preparation for negotiations held in Kitimat/Kemano:
 - (iii) training seminars held in Kitimat/Kemano.

Such leave as stated above will be granted to not more than ten (10) employees at any one time to attend such meetings if held elsewhere than Kitimat/Kemano.

Such requests will be made to the Company, in writing, and the Union shall advise the Company at that time of the expected duration of the leave of absence requested.

- (e) In addition to the leaves allowed under Sections 4.02 (c) and 4.02 (d), at the request of the Union, and by mutual agreement between the parties, those employees who hold the Union offices of President Vice-President, Recording Secretary, Financial Secretary, Treasurer, Chairperson of the Grievance Committee, and any other Union official as agreed by the parties will each be allowed up to one day off without pay per week on a regularly scheduled basis to attend to union business. It is agreed no employee will be

Article 4.02(e) (continued)

allowed to exercise this leave **provision** for more than one of the designated Union **offices and** that up to three of these employees listed may be off on leave on any one day.

In addition, at the request of **the Union**, and by mutual agreement between the parties, **the employee who holds the position of Chairperson of the Occupational Health Committee** will be allowed up **to one day off without pay per month** on a regularly scheduled basis to attend to Union business.

- (f) In addition to the leaves allowed under Sections 4.02(c), 4.02(d) and 4.02(e), at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted not more often than once a calendar month to not more than 6 employees to travel between Kitimat and Kemano on union business, provided that the leave of absence of each such employee does not exceed 5 days.
- (g) The above requests will be made in writing or through E-mail to management, normally at least two (2) calendar days in advance of the requested leave date, and the Union shall advise management at that time of the expected duration of the leave of absence requested.

This provision does not affect the two week notice required in Article 4.02(c)(i).

4.03 The Union Executive, Union Committee Members, Shop Stewards and O.H. & S Representatives attending Union/Company meetings outside of their regular scheduled working hours shall be paid at their basic hourly rate.

Such time and payment shall not attract overtime nor be used in the calculation of any premium set out in this Agreement.

- 04-LU-#1 Union Participation in Induction of New Employees
- 04-LU#2 Union's Access to the Plant Site and **Main Other**
- 04-LU-#3 Union Billback
- 04-LU-#4 Union Dues

Article 5 - RIGHTS RESERVED TO MANAGEMENT

5.01 The Union understands and agrees to recognise that the Company has the right to manage and operate its plants. This right includes but is not limited to: the hiring and directing of the working forces the right to retire, promote, demote, transfer, discipline, lay-off, suspend and discharge employees for just cause: the determination of job content, the evaluation of jobs, the assignment of work and the determination of the qualifications of an employee to perform work the methods and processes and means of manufacturing: the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's plants, equipment, products and operations.

5.02 The Company understands and agrees that the exercise of its rights in this Article does not relieve the Company of its obligations arising out of any other provision of this Agreement, or limit the rights of the Union or employees arising out of any other provision of this Agreement.

Article 6 - ASSIGNMENT OF WORK

6.01 Except in case of emergency, or for the purpose of giving or imparting instruction or training, or for the purpose of determining the nature of work which has been or is to be performed, no staff employee of the Company shall perform any work normally performed by a person who is one of those described in Section 1.01 of Article I (Application) of this Agreement.

6.02 If there are particular instances or areas where complaints or grievances under Section 6.01 are being made or filed repeatedly, such instances and areas will be the subject of special discussions between the Grievance Committee and the Human Resources Manager or representative.

6.03

- (i) It is agreed that the Company retains the right to place employees supernumerary to the regular hourly crew as staff employees, for the purpose of providing them with special training and preparing them for supervisory or technical positions.

- (ii) The Company will advise the Union of the names of such persons prior to their placement.

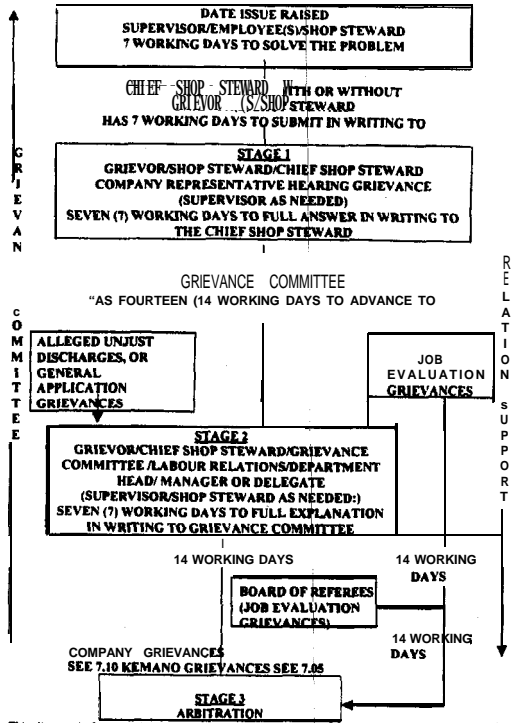
Article 6 (continued)

6.04 An employee working as temporary staff, who has completed a temporary staff assignment will not normally be eligible to work overtime until the employee has returned to and performed work within the bargaining unit.

6.05 When management places a bargaining unit employee into a temporary staff position, it will be for a minimum of four (4) hours.

6.06 When management places a bargaining unit employee into a temporary staff position, management shall ensure the employees who will be working under the supervision of the temporary staff employee are informed at the time of the placement.

Article 7 - GRIEVANCE PROCEDURE



This diagram is for general information only, and is not to be construed as amending or modifying in any aspect the specific provisions of Article 7 (Grievance Procedure)

7.01

- (a) "Grievance" means any difference between the Company and any employee or employees bound by this Agreement or between the Company and the Union, concerning any alleged violation of the interpretation, application, or operation of the terms **of** this Agreement; and grievance shall also mean any difference arising from disciplinary action, and any difference concerning the evaluation of jobs in accordance with the provisions of Appendix V, and without limiting the generality of the foregoing includes any question as to whether any matter is arbitrable. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article, without slowdown or stoppage **of work**.
- (b) In all cases while grievances are being investigated and settled, the employee or employees and all other employees involved, except an employee serving a disciplinary suspension or on lay-off must continue to work, but where an employee(s) has been discharged by the Company, they shall not remain in the employ of the Company while their we is being investigated and settled.

Effective 1 January 2000,

- (c) (i) **When a disciplinary slip is given to an employee., the employee has the right to request the presence of a shop steward. Where requested, the supervisor will make every reasonable effort to have a shop steward reasonably available in the area (see 20.08(b)(ii)) at the meeting.**

7.01 (c) (i) (continued)

- a) **Shop Steward attendance at these meetings is to observe, and clarify and record information. These meetings are not adversarial.**
- b) **No grievances will be filed at the meeting.**
- (ii) **When an employee is escorted out of the plant, the employee will be given an opportunity to meet with a shop steward for fifteen (15) minutes prior to leaving the plant, unless such a meeting would create an undue hazard to the health and safety of any person. If a meeting cannot be held, management will advise the shop steward of the incident,**
- (iii) **The earnings of the shop steward will be maintained for the meetings referred to in parts (c) (i) and (ii).**
- (iv) All disciplinary slips which are placed in an employee's record shall contain the reason for the discipline and one copy shall be given to the employee. One copy shall subsequently be forwarded in confidence to the Union, as soon as is practical, if so requested by the employee.

7.02 "Chief Shop Steward" and "Shop Steward" mean employees **of the company** who **have** been authorized by the Union to deal with grievances. Such employees when not actually at work must first obtain the Company's permission before entering the plant. Subject to any other provision of the Agreement, under no circumstances shall a Chief Shop Steward or a Shop Steward

7.02 (continued)

take any action or issue any instructions which will interfere with production or with the management operation or direction of the Company's plants, operations or working forces.

7.03 The jurisdiction of a Chief Shop Steward to act as such shall normally be confined to the particular department in which they are employed. The jurisdiction of a Shop Steward to act as such shall normally be confined to the particular shop, crew, potline or section of the plant in which they are employed. However, a Chief Shop Steward or Shop Steward will be permitted to deal with a grievance outside their jurisdiction if there is no Chief Shop Steward or Shop Steward possessing the necessary jurisdiction or language qualifications available to do so.

7.04 The Grievance Committee of the Union shall consist of three employees of the Company designated by the Union, together with the Chief Shop Steward and Shop Steward of the department from whence the grievance arose. The Grievance Committee of the Union may also include the President or delegate, should the President or delegate be on leave as provided for in Sections 4.02(c),(d),(e) and (f).

7.05 There will be a separate grievance committee for Kemano which shall be known as the Kemano Grievance Committee. The Kemano Grievance Committee shall consist of two Kemano employees of the Company, who have been designated to serve on said Committee by the Union, together with the Chief Shop Steward and Shop Steward for Kemano. The Kemano Grievance Committee at Stages 2 and 3 of the grievance procedure may also include the President or delegate, should the President or delegate be on leave as provided for in Sections 4.02(c), (d), (e) and (f).

7.05 (continued)

- (a) Subject to decision of the Union, and subject to the provisions of this Article, the Kemano Grievance Committee may process Kemano grievances through Stage 3, or such grievances may be processed by the Grievance Committee of the Union.
- (b) When a Kemano grievance is being processed through Stage 3 by the Kemano Grievance Committee, the Union may delegate one member of the Grievance Committee of the Union for that purpose to serve as an additional member of the Kemano Grievance Committee.
- (c) When a Kemano grievance is being processed through Stage 3 by the Grievance Committee of the Union, the Union may delegate one member of the Kemano Grievance Committee to serve on the Grievance Committee of the Union for that Purpose.
- (d) Kemano grievances may be processed through Stage 3 at Kemano or Kitimat. The Company and the Union will endeavour to reach a mutually satisfactory agreement as to whether the grievance will be disposed of at Kemano or Kitimat. Failing agreement the arbitrator or the Board of Arbitration shall determine, after hearing the parties, whether the Stage 3 grievance will be disposed of at Kemano or Kitimat.

7.06

- (a) The Union shall keep the Company advised as to the names and respective jurisdictions of the Shop Stewards, Chief Shop Stewards and Grievance Committee members authorized by the Union to deal with grievances and a

7.06 (a) (continued)

complete list shall be **forwarded to the** Company every three (3) months.

- (b) All those employees duly authorized by the Union to deal with grievances must arrange with and obtain permission from **their** immediate superior, or **in their absence, the General Supervisor or Department Head, for the necessary time** away from their regular work to deal with grievances and such permission shall not be unreasonably withheld.

7.07 Upon obtaining the permission referred to in Section 7.06. a Chief Shop Steward, Shop Steward or Grievance Committee member will be permitted time off to handle grievances and **their earnings shall be maintained, provided that the** total of all such time off with pay of all Chief Shop Stewards, Shop Steward and Grievance Committee members shall be limited to 1680 hours in each year. The aforesaid time limit will be increased by 240 hours upon the opening of each new potline subsequent to the effective date of this Agreement.

The Labour Relations Department will supply the Union with a copy of the monthly statement of time off under this article.

7.08

- (a) Date Issue Raised Should an issue arise, an earned effort shall **be made by the employee(s), with or without a shop steward,** to settle the issue with the Supervisor. If they are **unable to resolve the issue within seven (7) working days,** the Chief Shop **Steward, with or without the grievor(s) have seven (7) working days to submit the grievance in writing to the department head or delegate.**

7.08 (continued)

- (b) Stage 1. **The Company representative hearing the grievance will respond with a full explanation, in writing, to the Chief Shop Steward within seven (7) working days.**

Failing acceptance of this resolution, the Chief Shop Steward-with or without the grievor(s) may advance it to the Manager, or delegate within seven (7) working days.

- (c) **Stage 2. The Manager of the area or delegate hearing the grievance will respond with a full explanation, in writing, to the Grievance Committee within seven (7) working days.**

Failing acceptance of the resolution, the Grievance Committee may advance the issue to arbitration within fourteen (14) working days.

- d) **In the case of job evaluation grievances, the Union may, as provided for in Section 7.09 (b), notify the Company in writing that they are submitting the grievance to the Board of Referees.**

7.09 Special Grievances

Grievances will be filed ~~at, or advanced~~ to the appropriate stage of the grievance ~~procedure~~ to ensure timely and meaningful decisions. In the event there is a dispute among the parties as to the appropriate stage for filing a grievance, the labour relations department and the union grievance committee shall resolve the ~~matter~~. The parties agree there are three (3) types of special ~~grievances~~ which shall be filed at advanced stages of the ~~grievance procedure~~:

7.09 (continued)

- (a) "A question of unjust discharge or unjust **lay-off**"
- (b) "A question of Job Evaluation"
- (c) "A question of general application"

There may also be other situations where, by mutual agreement, grievances may be filed at an advanced stage of the grievance procedure.

- (a) Discharge or Lay-off - A claim by an employee that they have been unjustly discharged, or have been unjustly laid off, shall be treated as a grievance if a written statement of such grievance is lodged with the Human Resources Manager within 7 working days after the employee ceases to work for the Company. All preliminary stages of the grievance **procedure** prior to Stage 2 shall be omitted in such cases. If the employee requests, they shall have the right to interview **their** Shop Steward for thirty minutes at a place designated by the employee's Supervisor before they leave the premises. Such grievances may be settled by confirming the Management's decision in discharging or laying off the employee, or by reinstating the employee with full or partial compensation for time lost as seems just and equitable in the opinion of the conferring parties or arbitrator or the Board of Arbitration, as the case may be.
- (b) Job Evaluation - Subject to the provisos set out hereunder, the Union may invoke the provisions of this Article (Grievance Procedure) if:

7.09 (b) continued

- (i) The Union representatives on the Joint Job Evaluation Committee do not agree with the description and/or evaluation of a new job added to Appendix I by the Company in the manner prescribed in Paragraph 5, Appendix V. or
- (ii) The Company representatives on the Joint Evaluation Committee do not agree with a requested revision to the description and/or evaluation and/or date of retroactivity of a job contain in Appendix I upon the request being made by the Union in the manner prescribed in Paragraph 6, Appendix V, that there has been a sufficient change in job content to change the evaluation of the job, or
- (iii) The Union representatives on the Joint Job Evaluation Committee do not agree with the revised description and/or evaluation and/or date of retroactivity of a job contained in Appendix I made by the Company in the manner prescribed in Paragraph 7, Appendix V, or
- (iv) The Union Representatives on the Joint Job Evaluation **Committee** do not agree with an unevaluated basic hourly wage rate instituted by the Company according to Paragraph 9, Appendix V.

7.09 (b) (continued)

- (v) (a) The grievance shall be deemed to have occurred on the date the Company receives the Union's statement of disagreement in the manner prescribed in Paragraph 5(c)(v) or in Paragraph 6(b)(v) or in Paragraph 7(b)(v) or in Paragraph 9(d)(iv) of Appendix V, whichever is applicable.

- (b) The Union shall bypass Stages 1 and 2. A Board of Referees shall be instituted to explore job evaluation grievances before these grievances may be submitted to arbitration. The Board of Referees will convene at the demand of either party, but not more often than once every three months.

The Board of Referees shall be well experience in job evaluation techniques and practices and shall consist of one Company appointee and one Union appointee. Appointees to the Board of Referees shall not be current employees or agents of the Company or the Union.

Each party shall pay its own costs and expenses of its appointee to the Board of Referees.

7.09 (b)(v)(b) (continued)

If a job evaluation grievance is not advanced to the Board of Referees within 14 working days after the Company receives the Union's Statement of Disagreement the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

If the Board of Referees reach agreement their joint decision shall be final and binding. If the Board of Referees do not reach agreement, they shall each advise the parties in writing, stating their individual proposed settlement of each job evaluation disagreed! in which case the Union may notify the Company in writing that they are submitting the grievance to arbitration.

If the grievance is not submitted to arbitration within 14 working days of the date of the first written notice of one or the other member of the Board of Referees that the Board of Referees have not reached agreement on the settlement of the job evaluation grievance, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

7.09 (b)(v) (continued)

- (c) Hearing and resolution of the grievance by the Job Evaluation Board of Referees, or under Stage 3 of the grievance procedure shall be confined to the degree allowed for the factor or factors or portion of the description on which the parties are in disagreement and to whether or not the conflicting proposals are consistent with the Kitimat Works Evaluation System. Factors resolved by the Job Evaluation Board of Referees or under Stage 3 of the grievance procedure shall not be used for future cross-comparison.
- (d) There shall be no recourse to grievance procedure if the Union representatives on the Joint Job Evaluation Committee fail to meet with the Company representatives on the said Committee, or Task Force if the Union representatives on the said Committee fail to sign a statement in duplicate listing the factor or factors or portion of the description on which they are in disagreement and giving the reasons therefore, as prescribed in Paragraph 5(c)(v) or in Paragraph 6(b)(v) or in Paragraph 7(b)(v) of Appendix V, whichever be applicable, and
- (e) Any change in basic hourly wage rate resulting from hearing and resolution of the grievance by the Job Evaluation Board of Referees or under Stage 3 of the grievance procedure, whichever is applicable, will be retroactive to the date of institution in the case of a new job added to Appendix I by the Company, or to the date the job content changes occurred that affected the evaluation as stated in Appendix V, Paragraph 6 or 7

7.09 (b)(v)(e) (continued)

or to the date on which the Company instituted an unevaluated basic hourly wage rate according to Paragraph 9, whichever is, applicable. However, such change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the the Job Evaluation Board of Referees hand their joint decision to the parties, or the date the Arbitrator or or Board of Arbitration award is made under Stage 3 of the

- (c) **General Application - Where a grievance involves a question of general application, the Union shall bypass Stage 1. A "question of general application" means any difference between the parties to this Agreement concerning any alleged violation of the interpretation application or operation of the terms of this Agreement, where such has involved the majority of employees, and has not involved only an individual employee or group of employees, or specifically involves the provisions of Section 23.01(a).**

7.10 The Company shall have the right to submit any grievance to the Union. Failing a satisfactory settlement within seven working days of the submission in writing of the grievance by the Company, the Company shall have the right to submit the grievance to arbitration. The submission by the Company of a grievance to arbitration shall be undertaken in the manner described in Section 7.14, except that the roles of the Company and the Union in that section shall be appropriately reversed,

7.11 When a grievance is reduced to writing for submission at Stage 1 or Stage 2 of the grievance procedure, the following information shall be stated as clearly as possible: the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the employee or employees who claim to be aggrieved the Section or Sections of this Agreement that the employee(s) claim the Company has violated, and the remedy they seek.

7.12 Unless otherwise mutually agreed by the parties, the submission under Stage 2 and to arbitration under Stage 3 of the grievance procedure shall be based on the original written grievance submitted under Stage 1 or Stage 2 of the grievance procedure. This shall not, however, prevent the Company or the Union from introducing new evidence or referring to other Sections of the Collective Agreement which are relevant to the grievance or amending the settlement requested.

7.13

- (a) (i) If either party is unable to meet the time limits stated, the grievance will be reviewed by the parties. The parties agree that reasonable efforts shall be made to comply with the time limits.

- (ii) Notwithstanding the above, if the grievance is not submitted under Stage I of the grievance procedure within the employee's first 7 working days from the date of the occurrence of the incident or incidents which gave rise to the grievance, then the grievance shall be deemed to be abandoned and all rights of re-course to the grievance procedure shall be at an end.

7.13 (continued)

- (b) (i) Any grievance arising out of the posted weekly list referred to in Section 9.05 (c) shall be deemed to have occurred on the date on which the relevant list was posted and no award for claim for compensation shall be retroactive for more than 10 days beyond the date. If there is an error on a list, the date of the occurrence for purposes of computing retroactivity shall be the date the error was posted.
 - (ii) If a grievance arising out of the weekly posting is granted, and adjustment of seniority is pertinent to the granting of the grievance, the grievor's relevant seniority shall be appropriately adjusted from the date of the grieved act
- (c) Except as otherwise provided for in this Agreement, no claim for compensation shall be retroactive for more than 7 calendar days prior to the date the issue was raised.

7.14 Arbitration

- (a) The parties agree that, effective the date of signing of this Agreement, Mr. H.A. Hope shall be appointed to act as arbitrator for grievances referred to arbitration. The alternate arbitrator will be Mr. C. Taylor.
- (b) The arbitrator and ~~alternate arbitrator shall be appointed for~~ the duration of the ~~Agreement but either party may, at its~~ discretion, terminate the ~~appointment~~ by so advising the arbitrator or alternate arbitrator and the other party in writing.

7.14 (b) (continued)

In this event or if for any other reason the arbitrator or alternate arbitrator is unable to perform their function, the parties may agree to appoint a new arbitrator or alternate arbitrator to fill the vacancy.

Failing agreement by the parties on the selection of a new arbitrator or alternate arbitrator, the parties shall establish a Board of Arbitration by notifying each other within fourteen days the name of their appointed member to the Board. The two appointed members to the Board shall then within a further fourteen day period, select a Chairperson of the Board, or, failing agreement within the fourteen day period by the two appointed members to the Board on the selection of a Chairperson, the matter shall be referred by them forthwith to the Minister of Labour who shall be requested to appoint a Chairperson.

- (c) The Company and the Union shall each select a person to sit with the arbitrator during and after the hearing of a job evaluation grievance. Such persons, jointly but not individually shall advise the arbitrator during and after the hearing on points arising out of evidence but shall take no part in the making or publishing of the award of the arbitrator.

The arbitrator shall be entitled to accept or reject any advice they may have received from such persons, but they shall not in their award make references to such persons or to any advice they received, or to their acceptance or rejection thereof.

7.14 (continued)

- (d) Grievances shall be heard by the arbitrator or the Board of Arbitration in the sequence in which they were submitted to arbitration, and no more than three grievances shall be heard during one hearing. Grievances which have been submitted to arbitration shall, on the demand in writing of either party, be referred, within five (5) days of such demand by joint telefax from the parties to the ~~arbitrator~~ or Chairperson of the Board of Arbitration, as ~~applicable~~. The arbitrator or Chairperson of the Board of Arbitration shall reply to the parties within seven (7) days of the date of the telefax, either setting a date for the hearing, which shall be within 40 days of the date of the telefax, or advising the parties that this is not possible and naming the earliest date on which a hearing can be held.
- (e) At the time of sending the joint telefax referred to in Section 7.14(d), either party intending to engage legal counsel to present its case or cases at the arbitration hearing, shall so advise the other party.
- (f) The arbitrator or the Board of Arbitration should deliver their award in writing to each of the parties within thirty days following the conclusion of an arbitration hearing. In the case of a Board, the award of the majority of the Board shall be the award of the Board and failing a majority award, the ~~award of the Chairperson of the Board shall be the award of the Board.~~ **All awards shall be final and binding upon the parties, but in no event shall the arbitrator or the Board have the power to alter, modify or amend this agreement in any respect.**

7.14 (continued)

- (g) No arbitrator or Chairperson of a Board of Arbitration shall have acted during the six months preceding their appointment, or shall act during the term of their appointment in the capacity of solicitor, legal advisor, counsel, or agent for either of the parties or for any other plant or division of Alcan Smelters and Chemicals Ltd or for any other local or division of the Canadian Automobile Workers, nor shall they have either directly or indirectly any monetary interest in a grievance submitted to arbitration pursuant to the provisions of this Article.
- (h) Each party shall pay its own costs and expenses of arbitration, including the remuneration and disbursements of its appointee to a Board, or its advisor to the Arbitrator. Each party shall pay one-half of the compensation and expenses of the Arbitrator or the Chairperson, and of the stenographic or other expenses of the Arbitrator or Board of Arbitration. However, the Company shall maintain the earnings of not more than three Grievance Committee members or if provisions of Article 7.05(c) are applicable not more than four Grievance Committee members, one Chief Shop Steward, one Shop Steward and one grievor, while present during the hearing of each case. In the arbitration of a job evaluation grievance, the Union may replace members of the Grievance Committee or the Chief Shop Steward with members of the Job Evaluation Committee.

7.15 Expedited Arbitration

- (a) The purpose of the expedited arbitration process is to minimize delays in relation to the selection of arbitrators, the

7.15 (a) (continued)

scheduling of hearings and the issuing of awards. To facilitate this the process shall rely on a single named arbitrator as opposed to three (3) person panels. Further, the hearing procedure shall be streamlined through measures such as statements of agreed facts, pre-hearing disclosure, limits on witnesses, evidence, and use of authorities.

- (b) Where the parties mutually agree, expedited arbitration will be used to resolve grievances in place of the regular arbitration process. The availability of the expedited arbitration process may also result in the elimination of steps and the reduction of time limits between steps in the grievance procedure. Where such is the case, it shall be achieved only by the agreement of the parties, and in cases where the circumstances of the grievance warrant.
- (c) Grievances involving discipline of 5 days suspension or less, or minor interpretations of the collective agreement language may be placed into the expedited arbitration process. Prior to the placing of a grievance into expedited arbitration, the parties shall hold a meaningful settlement meeting to attempt to resolve the issue. During this meeting the onus is on both parties to ensure the previous efforts within the grievance procedure have revealed all the known facts, relevant information, and documents related to the incident. This meeting will ensure all such matters related to the grievance are reviewed.
- (d) Expedited arbitration awards shall be binding, but of no precedential value, and shall not be referred to by the parties in respect of any other matter. Expedited arbitration awards shall not be subject to any form of judicial review.

7. 15 (continued)

- (e) Both parties shall retain the counsel of their own choice in the expedited process.
- (f) The employer shall bear the onus of proof in all cases except cases where interpretation of a clause in the collective agreement is in dispute by the Union. The party hearing the onus of proof shall present their case first.
- (g) The hearing shall be conducted in the most expedited way possible according to the nature of the grievance and all circumstances. The arbitrator will ensure procedural delays are avoided.
- (h) The parties will present the arbitrator with an agreed statement of facts at the start of the hearing, and witnesses shall be called only to give evidence concerning facts in dispute. The exception shall be where the grievor is required to give evidence on **their own behalf**.
- (i) Neither party shall impede the arbitrator from questioning **any** witness **before them giving evidence**.
- (j) The parties will limit their use of legal authorities, and will focus on precedents within the Alcan Kitimat-Kemano System.
- (k) The arbitrator shall render a decision within three (3) calendar days of the hearing. No written reasons for the decision shall be provided beyond those the arbitrator deems necessary to convey a decision.

7.15 (continued)

- (l) The parties agree, effective the date of signing of this agreement Mr. Allan Hope shall be appointed to act as the single arbitrator for grievances referred to expedited arbitration. The parties shall also name an alternate arbitrator who shall be called upon to serve in place of the regular arbitrator should he be unavailable. The arbitrators shall be appointed for the duration of the agreement.
- (m) The parties agree the expedited arbitration process shall not interfere with the regular arbitration process as described in Article 7.14 of the collective agreement. To that end the arbitrator shall make available a minimum of six (6) days per year (three (3) blocks of two (2) days each) for expedited arbitration hearings in addition to those dates agreed to by the parties for regular arbitration hearings.
- (n) The parties agree the expedited arbitration process is a new addition to the grievance procedure and may require adjustment. Therefore, the parties agree that one (1) year after the signing of this agreement the parties shall review and where necessary, re-negotiate those aspects of the expedited arbitration process either party determines to require such.

7.16 Time limits mentioned in this Article may be extended by mutual consent of the parties.

07-LU-# | Grievance Procedure

Article 8 - LABOUR RELATIONS COMMITTEE

8.01 The Labour Relations Committee may discuss any question affecting employees in relationship to their employment with the Company but not matters which are currently in the grievance procedure (Article 7) of this Agreement

8.02 The Union's Kitimat Labour Relations Committee shall consist of those Kitimat employees who hold the Union offices of President, Vice-President Recording Secretary, Financial Secretary and Treasurer or their alternate selected from the other members of the Union's Executive. The Union's Kitimat Committee may also include the Union's Business Agent.

8.03 The Union's Kemano Labour Relations Committee shall consist of those Kemano employees who hold the Union offices of Assistant to the President, Assistant to the Secretary and Treasurer and Assistant to the Vice-President The Union's Kemano Committee may also include the President or delegate, should the President or delegate be in Kemano.

8.04 The Union shall advise the Company of the names of the Union officers referred to in Section 8.02 and 8.03 as soon as possible after their appointment and any subsequent changes in those appointments, if any.

Article 8 (continued)

8.05 Meetings of the Labour Relations Committee shall be held once a month. At least seven days in advance of a meeting, each party will notify the other of the items it wishes to raise for discussion.

8.06 In Kitimat meetings of the Labour Relations Committee will be arranged through the Union contacting the Human Resources Manager or delegate, or vice versa. In Kemano, meetings of the Labour Relations **Committee will be arranged by** the Union contacting the Resident **Superintendent or delegate, or** vice versa.

8.07 Union Committee members attending Labour Relations Committee meetings shall have their earnings maintained.

8.08 The Union and the Company agree to discuss at a Labour Relations Committee meeting any matter related to the Collective Agreement prior to either party submitting the matter to the Labour Relations Board. If emergency or unusual circumstances do not permit prior **discussion**, the parties agree that the matter shall be placed on the agenda of the next meeting of the Labour Relations Committee.

Article 9 - SENIORITY

9.01

- (a) Seniority shall apply in cases involving the promotion, demotion, transfer, lay-off and recall of employees, and to those reassignments described in Section 9.01(d), unless it can be demonstrated that the skills, competence, efficiency and qualifications of one of the employees concerned are appreciably greater. Promotion shall mean reclassification of an employee within a departmental seniority unit from one job classification to a different job classification carrying a higher basic hourly wage rate. Demotion shall mean reclassification of an employee within a departmental seniority unit from one job classification to a different job classification carrying a lower basic hourly wage rate. Department shall mean a departmental seniority unit.
- (b) In the application of the provisions of the Article, the employee with the greatest relevant seniority shall be given first consideration for promotion, recall, transfer except in lieu of lay-off, or those reassignments described in Section 9.01(d), and that the employee with the least relevant seniority shall be given first consideration for demotion, lay-off, or transfer in lieu of lay-off.
- (c) In the application of seniority, Company seniority shall be given first consideration in the case of a transfer between one department and another department, a lay-off, or a recall, and relevant trade or departmental seniority shall be given first consideration in the case of a promotion or demotion within a department, except that:

Article 9.01 (c)(continued)

- (i) transfers which are made on the basis of Company seniority between one department and another department, other than as an alternative to lay-off or being surplused. shall be made only from amongst those employees who have submitted a relevant request to management by the date the employment department is notified of the job opening. and
- (ii) transfers which are made on the basis of Company seniority between one department and another department shall only be made to a regular job opening occurring in the starting job or jobs in the department, or to a regular job opening occurring in other than a starting job providing such opening is not to be filled by an employee already in the department and
- (iii) an employee may only exercise departmental seniority in the department in which they are employed, except that an employee who is in another department and who was surplused from the department due to lack of work, shall have the right to exercise a departmental seniority claim to the job, provided they have submitted in advance a request for transfer to the department concerned. If the job to be filled is other than a starting job the employee shall have the right to exercise a departmental seniority claim only if they were previously incumbent in the job, and

Article 9.01(c) (continued)

- (iv) the Company will permit transfers, provided such transfers do not significantly impair the efficiency of the department. When efficiency is significantly impaired, the Company may hire new employees rather than transfer present employees, and
 - (v) an employee transferred in accordance with the provisions of Article 9.01(c) may not submit a request in writing to the Company to be transferred again for a period of at least three (3) months.
- (d) Departmental seniority may be exercised by an employee as follows:
- i) To be reassigned to a regular job opening occurring within **their** Department, providing the opening to be filled is a starting job or the **same job** and the employee has submitted, by the date the employment department is notified of the job opening, a relevant request in writing to management to be so reassigned. **Nothing in the above shall limit the Company's right to assign employees as required to meet the needs of the operation.**
 - (ii) An employee reassigned in accordance with the provisions of Article 9.01(d) may not submit a request in writing **to the Company to be reassigned** again for a period of at least three (3) months.
- (e) The Company and the Union agree to be governed by the lay-off; bumping and recall procedure set out in Appendix VIII.

Article 9.01 (continued)

- (f) Written requests for transfer or reassignment made in accordance with 9.01(c)(i) or 9.1(d) (i) will be considered valid for a period of twelve (12) months from the date on which the request was made. which time the individual requesting the transfer or reassignment will have to resubmit a relevant request in writing to the Company for any transfer or reassignment for which **they wish** to be considered.

9.02 In the application of the provisions of Sections 9.01 (c) and 9.01 (d), and except as an alternative to lay-off, **three (3)** regular members of the Grievance Committee of the Union, as defined in Section 7.04, the **Chairperson of the Joint Job Evaluation Committee, as defined in Appendix V**, the President and Recording Secretary, upon requesting:

- (i) a reassignment from a shift job to a day shift job within their own department or
- (ii) a transfer from a shift jobs in their own department to a day shift job in another department,

shah be deemed to have greater relevant seniority than **any** other candiate for such a job.

9.03

- (a) The patties recognize the Company's right to hire temporary employees to perform temporary work. Such temporary employees may perform the work of regular employees for limited periods f time. The term of such work will be minimum of one (1) day to a maximum of five (5) months:

Article 9.03(a) (continued)

- (i) **in case of call-in replacement for the Union Executive. their alternates, O.H.&S. representatives. Shop Stewards, Chief Shop Stewards and Union Committee Members for hours of union leave for those positions at the request of management. the minimum term of such work will be four (4) hours.**
- (b) **A** student employed during **their** regular holiday period or semester break shall be deemed to be a temporary employee.
- (c) Temporary employees shall not be eligible to attain regular employee status in accordance with Article 9.07. If reemployed they shall commence as new hires.
- (d) **Temporary** employees shall not be entitled to the provisions of **the CLA except as provided for by 09-LU-#3.**

9.04

- (a) Where transfers have to be arranged due to shortage of work, temporary lay-offs shall be recognized to allow the Company **time to arrange suitable work for those** employees whose seniority, in accordance with the other provisions of this Article, entitles them to 8 transfer. Lay-offs of those entitled to transfer will not exceed three (3) days.

Article 9.04 (continued)

- (b) In the event of a temporary production stoppage due to a power failure, special temporary demotions and/or lay-offs may be made. Under such circumstances the Company may, within a period of 21 days from the date of such a temporary production stoppage, and in order to facilitate the safe and efficient shutdown and startup of potlines and ancillary production units demote, lay-off and recall employees by production unit crews or specific job classifications without regard to the other provisions of this Article.

9.05 The Company will maintain lists showing the Company, departmental and trade seniority of all employees to whom this Agreement applies.

- (a) The Company will supply the Union, every three months with a list of current Company, departmental and trade seniority where applicable of **all such employees.**
- (b) The Company will also supply the Union with a weekly list of all new hirings, promotions, demotions, transfers, lay-offs recalls and terminations of all such employees. The weekly list will contain the employee's name, serial number, applicable seniority and the jobs and departments concerned.
- (c) The Company will post the list referred to in Section 9.05(b) on the Kitimat Works bulletin boards.
- (d) The Company will also supply the Union, every three months, with a list of employees in each seniority unit in order of their departmental seniority.

9.06

- (a) Company seniority **shall** be computed in years and days of employment and shall be subject to Section 9.07 and 9.08. be based on elapsed time from the date of employment. or. if there has been a break in service, from the date of reemployment.
- (b) Departmental seniority shall be computed in years and days of employment in a department and shall, subject to Section 9.08, be based on elapsed time from the date of employment in the department. An employee transferred from one department to another department shall retain their departmental seniority in the previous department and if they are subsequently transferred back to the department in which the employee has seniority, then the seniority accumulated henceforth shall be added to the previous seniority.
- (c) Trade seniority shall be computed in years and days of employment, and shall, subject to Articles 9.07 and 9.08, be based on elapsed time from the date of employment in the trade, or if there has been a break in working in the trade, from the date of reemployment in the trade plus any trade seniority previously accumulated. An employee transferred from one department to another department shall continue to accumulate **their trade seniority as long as they are** employed in **their trade**.
- (d) (i) Employees in the bargaining unit who are or have been **permanently** promoted or transferred to supervisory or to other positions not subject to this Agreement **for a period of less than one year, will** retain their seniority standing, and if subsequently demoted or transferred back to a job in the bargaining

Article 9.06(d)(i) (continued)

unit the time spent in the supervisory or other position will be added to such standing.

- (ii) Employees in the bargaining unit who are or have been permanently promoted or transferred to supervisory or to other positions not subject to this Agreement for a period **n excess of one year, will** retain their seniority standing, and if subsequently demoted or transferred back to a job in the bargaining unit the time spent in the supervisory or other position **will** not be added such standing.
- (iii) Seniority for the purpose of this clause shall mean Company seniority and relevant department and trade seniority. When placing such employees in the bargaining unit it shall be done in such a manner that no employee shall, as a consequence, be displaced **from their** job classification.

9.07

An employee shall not be deemed to have any seniority until they have worked 90 days. During such period **the employee** shall be on probation and the Company may terminate **their** employment for any reason. Upon completion of 90 days worked, an employee shall attain regular employee status and shall then be entitled to seniority dating from the date on which they entered the company's employ.

9.08 No employee shall lose **any of their** then acquired seniorities by virtue of any' approved absence. However, the accumulation of seniorities during the period of approved absence will be dictated by the type of such absence as specifically provided for in this Section. Approved absence shall include:

- (a) Any lay-off not exceeding twelve months for employees with less than ten years of Company seniority or any lay-off not exceeding fifteen months for employees with ten years or more of Company seniority, providing the employee returns to work within five calendar days after **they are called. If the employee cannot report for work within the five** calendar days but notifies the Company in writing, within 72 hours **after they are called. of their wish to return the** Company, will, at its option, either grant **them an extra delay up to 8** total of 10 days from **the date of their call or give them the** privilege of a second call if an opportunity develops within one year from the date **of their lay-off. The** period of 72 hours referred to herein may, in the case of non-residents, be extended by mutual agreement between the parties. Any offer of recall shall be made by registered letter or hand-delivered letter addressed to the last address furnished by the laid-off employee.

Relevant Company, trade and departmental seniorities shall continue to be accumulated for any such absence of 180 calendar days or less. However, if such absence exceeds 180 calendar days, then no seniority shall be accumulated during the absence.

- (b) Annual vacation.
Relevant Company, trade and departmental seniorities shall continue to be accumulated for the duration of such absence.

Article 9.08 (continued)

- (c) Service with the Armed Forces during time of war or national or local emergency declared by national or provincial authority.

Company seniority shall continue to be accumulated for the duration of such absence. Relevant trade and departmental seniorities shall continue to be accumulated for up to one year of any such absence.

- (d) Suspension for disciplinary reasons.

Company seniority shall be accumulated for the duration of such absence. Relevant trade and departmental seniorities shall be accumulated for any absence of 30 days or less. However, if such absence exceeds 30 days, then trade and departmental seniorities shall not be accumulated during the absence.

- (e) Industrial injury or illness established to the satisfaction of the Company provided that:

- (i) The approved absence shall not exceed three years. Company, trade and departmental seniorities shall continue to be accumulate for the duration of such approved absence.

- (ii) Notwithstanding the provisions contained in 9.08(e)(i), the approved absence for an employee receiving benefits under the Long Term Disability Plan or temporary disability compensation under the Workers' Compensation Act shall continue for the duration of

Article 9.08(c)(h) (continued)

their benefit period. Company, trade and departmental seniorities shall be accumulated as per the provisions of the preceding sub-section (i) of this clause

- (f) Non-industrial injury or illness established to the satisfaction of the Company provided that:
 - (i) For a regular employee with less than five years Company seniority at the commencement of such absence, the approved absence shall not exceed one year. Company, trade and departmental seniorities shall continue to be accumulated for the duration of such approved absence.
 - (ii) For an employee with five or more years Company seniority at the commencement of such absence, Company, trade and departmental seniorities shall be accumulated during the first year and only Company seniority shall continue to be accumulated during the duration of such approved absence.
 - (iii) Notwithstanding the provisions contained in 9.08(f)(i) and 9.08(f)(h), the approved absence for an employee receiving benefits under the Long Term Disability Plan shall continue for the duration of their benefit period. Company, trade and departmental seniorities shall be accumulated as per the provisions of the preceding sub-sections (i) and (ii) of this clause.
- (g) Leaves of absence not exceeding three years for Union activity as provided for in Article 4.

Article 9.08(g) (continued)

Relevant Company, trade and departmental seniorities shall continue to be accumulated for the duration of such absence

- (h) Absence for any **other** reason not exceeding one year, providing leave has been requested in writing by the employee and approved in writing by the Company.

Company seniority shall continue to be accumulated for the duration of such absence. Relevant made and departmental seniorities shall continue to be accumulated for any such absence of 30 days or less. However, if such absence exceeds 30 days, then trade and departmental seniorities shall not be accumulated during the absence,

- (i) Under special circumstances the Company may grant extension of absence beyond one year.
- (i) Maternity leave as provided in Article 12, not exceeding one year. For an employee with less than one year of Company seniority at the commencement of such absence, Company seniority shall be accumulated for the duration of the basic leave. For an employee with on or more years of Company seniority at the commencement of such absence, relevant Company, trade and departmental seniorities shall be accumulated for the duration of such absence.

9.09 If an employee's service with the Company is terminated, their seniority shall cease, and if reemployed, they shall start as a new employee.

09-LU#1 Conversion of Departmental seniority

09-LU-2# Union staff

Article 9.09 (continued)

09-LU-#3 Temporary Employees Administration

09-LU-#4 Temporary Employees - Safety Meetings

Article 10-TEMPORARY ASSIGNMENTS

10.01

- (a) The parties recognize the Company's right to transfer a regular employee into another department to perform temporary work. Should a regular job opening occur in the department in which a regular employee has been transferred to do such temporary work and the regular employee has submitted in advance a relevant request for transfer, then **they** will be considered for such opening in accordance with the provisions of Section 9.01(c) and should such an employee then or subsequently fill a regular job opening in the department, they shall be entitled to departmental seniority for all the time which **they have** worked in the department. The terms of this section shall not be modified by the remainder of Article 10.
- (b) The duration of a transfer as defined in Section 10.01(a) shall be for a period not to exceed five (5) months.
- (c) When transfers as defined in clause (a) above are necessary, management will ensure the affected employees will receive the higher of the wage rates.

10.02 A temporary assignment shall not normally exceed a period of two weeks. At the end of this period the employee shall either revert to their regular job or a permanent placement shall be arranged, except where the employee is substituting for an employee on an approved absence, in which case the temporary assignment may extend for a longer period. An employee on such an extended assignment continuously more than 90 days shall be relieved from that assignment, before the end of the week following its 90th day or any time thereafter, if they so request in writing at least ten (10) days in advance.

10.03 Should an employee, to meet the wishes of the Company, be temporarily assigned to undertake work carrying a lower rate of pay than their regular rate, while work is still available for them at their regular job, they shall be paid at least the rate for their regular job while working at the lower-rated job.

10.04 Should an employee be temporarily assigned to a job classification carrying a higher basic hourly wage rate than their regular job classification, they shall be paid the wage rate for the new job for all hours worked throughout the duration of the temporary assignment provided that the temporary assignment is for a period of one hour or more.

10.05 Should an employee, because of shortage of work at their regular job or as an alternative to lay-off or discharge, be assigned to another job they shall be paid at the rate of the job to which they have been assigned, effective their first full shift on the new job, subject to the provisions of Section 23.02.

10.06

- (a) The seniority provisions of Article 9 shall apply when a temporary assignment is for a period of two weeks or less, or where an employee is substituting for another employee on an approved absence. However, if the Company so elects, consideration need be given only to those employees who are on the shift where the vacancy occurs, and who are actually at work on the day the vacancy occurs.
- (b) The seniority provisions of Article 9 shall apply to temporary assignments to the positions of Gangleader 1, Gangleader 2 and Gangleader 3.
- (c) In the application of seniority provisions of Article 9 to permanent promotions, demotions and transfers skills, competence, efficiency and qualifications gained by a temporary assignment shall not be the decisive factor in making a permanent placement.

Article 11 -WAGE RATES AND JOB EVALUATION

11.01 Subject to the other provisions of this Article and the provisions of Appendix V of this Agreement, the Company shall pay basic hourly wage rates to its employees in accordance with Appendix I of this Agreement

11.02 The Company shall pay basic hourly wage rates to its employees in Trades Groups 1, 2 and 3 in accordance with Appendix 11.

11.03 Trades administration in Kitimat Works shall be regulated in accordance with the provisions of Appendix VI of this Agreement.

11.04 Special basic hourly wage rates may be established by the Company for employees with permanent physical limitation, subject to the provisions of Section 7.09(b) of this Agreement. Such special basic hourly wage rates shall not be less than Job Class 9.

If the Union does not agree with any such wage rate, it may invoke the provisions of Article 7 (Grievance Procedure) of this Agreement.

11.05 The Company may establish special "Learner" classifications for jobs for which the normal occupational line of progression may not provide an adequate training opportunity.

- (a) The basic hourly wage rates for special Learner classifications shall be established in decrements of two (2) job classes per Learner classification below the evaluated basic hourly wage rate established for the job to which the Learner classification is relevant.
- (b) An employee assigned as a Learner shall be reclassified either up to the next higher Learner classification or up to the job to which their Learner classification is immediately subordinate, when they have accumulated 1000 hours of satisfactory working experience in their current classification.

For the purpose of this clauses time spent on vacation, Statutory Holidays and Floating Holidays will be considered to be hours worked.

Article 11.05 (continued)

- (c) In those job classifications where there are more than three (3) learner classifications, the Company undertakes to credit meaningful experience gained in the learner classification, toward any applicable apprenticeship which may be established by the Provincial Apprenticeship Branch and subsequently instituted by the Company. Should the apprentice term to which the employee is assigned have a lower pay rate, then the employee will be red-circled at their current learner rate.

11.06 The Kitimat Works Job Evaluation System, which is a modification of the National Metal Trades Association job evaluation plan, is described in the Kitimat Works Job Evaluation Manual (1992) which shall be an integral part of this Agreement. The Kitimat Works Job Evaluation System shall be administered in accordance with Appendix V of this Agreement.

II.07 When management introduces or changes a test for employees entering a new job classification, they will:

- (a) notify the union prior to the change;
- (b) call a meeting with the union to discuss the reason for the change and the subject matter of the test;
- (c) make study packages available for skill-based tests;
- (d) conduct testing during the employee's regular scheduled shift, where possible; and where it is not possible, an employee shall have earnings maintained to write the required testing. An employee scheduled to work on a twelve (12) hour night shift immediately prior to and/or immediately after the testing process shall be given the last eight (8) hours of the shift off with earnings maintained:

Article II.07 (continued)

- (e) review **test results** with the employee;
- (f) **ensure all tests are appropriate for the job to be filled.**

- II-LU#1 Ingot Finishing Learner Structure
- 11-LU-#2 Kitimat and Kemano Power Operations Progression
- 11-LU-#3 "B" Casting Progression System
- 11-LU-#4 Pot Exhaust Learner Structure and Job Class Status
Engineer ~~Second Class~~ ~~Certification~~ ~~Learner Program~~
- 11-LU-#6** Potroom Progression System
- 11-LU-#7** Dry Scrubbers & Conveyors ~~Incumbents~~

Article 12 - LEAVES OF ABSENCE

12.01

- (a) Any employee regardless of **their** length of service may submit an application for compassionate or other leave of absence without pay and the, Company will give such application due consideration based on the merits of each individual case. The Company's decision with respect to each case shall be final. However, this is not meant to preclude an employee from asking for further consideration by **their** Department Head. who will, in case of denial, provide reasons.

Article 12.01 (continued)

- (b) (i) An employee with five (5) or more years continuous service at the end of the previous calendar year shall be entitled to one (1) week approved absence without pay each year and an employee with ten (10) or more years continuous service at the end of the previous calendar year shall be entitled to one (1) additional week approved absence without pay each year. In order to be eligible, an employee must request such a leave before 01 March of the year for which the leave is requested.
- (ii) An employee may elect to take the leave of absence referred to in Article 12.01(b)(i) in less than one week blocks, provided the following conditions are met:
1. the time taken off shall be a minimum block of two (2) shifts:
 2. four (4) weeks' notice of the request for leave of absence is given to the employee's supervisor:
and
 3. all leave must be taken at a time satisfactory to the Company and will be arranged when possible in accordance with the expressed preference of the employee.
 4. depending upon the shift schedule an employee is working and their Company seniority, the time off entitlement will be as follows:

Article 12.01(b)(ii)(4) (continued)

Shift Schedule	Seniority	
	5 Years	10 Years
8 Hour Shifts	5 Shifts/year	10 Shifts/year
10 Hour Shifts	4 Shifts/year	8 Shifts/year
12 Hour Shifts	4 Shifts/year	8 Shifts/year

(iii) The leave of absence set out in Article 12.01(b) may be taken consecutive with an employee's annual vacation, but outside of the elementary school summer closing period.

12.02 Leave of absence for maternity, parental and adoption reasons shall be granted and must be taken by an employee in accordance with the Employment Standards Act

- (a) For the period of her maternity leave or eighteen (18) weeks, whichever is less, an employee is entitled to maternity leave benefits equal to seventy percent (70%) of her basic hourly wage rate at the time she goes on maternity leave, exclusive of overtime or premium pay, times the number of hours in her regular shift.
- (b) (i) The maternity leave benefit plan shall be registered as a supplementary employment benefit plan with the Employment Insurance Commission.
- (ii) In the event there is a physical, psychological or emotional condition requiring a period of parental care, the employee will be eligible for the supplementary employment benefit for leaves granted under Article 12.02.

12.03 In the case of death in the immediate family of an employee, the Company will grant four (4) days leave of absence with pay. This paid leave of absence will be taken within two weeks of the death of the family member. Kemano employees required to leave Kemano to attend the funeral shall receive one (1) additional day off with pay. "Immediate family" shall mean spouse, (including same sex and common law), children (including stepchildren or legal ward of the employee), grandchildren, parents, grandparents, brothers and sisters of the employee, and parents of the employee's spouse (including same sex and common law), brother-in-laws and sister-in-laws,

12.04 A leave of absence of four (4) hours with earnings maintained shall be granted to an employee to attend their formal hearing to become a Canadian Citizen.

12.05 An employee who has attained regular employee status under the provisions of Article 9.07 and is required to attend the jury selection process or to serve as a juror or subpoenaed witness in any Coroner's, Magistrate's, County or Supreme Court in British Columbia shall have their earnings maintained to the extent of the difference between the amount they received for rendering such services, not including expenses, and the amount of pay they would have earned working for the Company on their regular shift schedule, exclusive of overtime, during the period of time they served as juror or subpoenaed witness.

12.06 A request for leave of absence without pay, for parental or adoption reasons, may be submitted as provided for in Article 12.01. Every reasonable effort shall be made to grant this request.

12.07 **One** (1) day off, without pay, shall be granted to the parents of a newly-born child or an employee who adopts a child. This leave shall be in addition to any other leave taken for this reason.

12-LU-#1 Educational Leave

12-LU-#2 Sabbatical Leave

Article 13 - VACATIONS WITH PAY

13.01

- (a) All vacations must be taken at a time satisfactory to the Company and will be arranged when possible, in accordance with the expressed preference of the employee and in accordance with the rotational plan provided for in Section 13.02. Vacations shall normally be scheduled in unbroken periods, except as provided for in Sections 13.01(g) (deferred vacation) and 13.02 (vacation rotational program). However, **the employee may express their preference to schedule their vacation in periods of seven (7) consecutive days each.**
- (b) Employees shall be advised of the dates of their regular vacations as soon as possible after they have been scheduled. In the event it becomes necessary to reschedule an employee's vacation, they will be given at least fifteen (15) days notice in advance, except in case of breakdown or in case vacations are offered in lieu of lay-off, when the Company reserves the right to give a notice of at least twenty-four (24) hours.
- (c) Subject to the provisions of Sections 13.01(a), 13.01(g), and 13.02, vacations may be taken at any time during the payroll year. "Payroll year" as that term is used in the Collective

Article 13.01 (c)(continued)

Agreement shall mean the period from the first day of pay period number one (#1) to the last day of pay period number twenty-six (#26) or number twenty-seven (#27) as the case may be, inclusive.

- (d) Vacation pay shall be given to an employee at least seven (7) calendar days before they complete their last regular shift preceding their scheduled vacation.
- (e) Vacation pay entitlement which is in excess of fourteen (14) days shall be given to an employee with the next appropriate payroll provided that:
 - (i) The employee has requested it in writing, and
 - (ii) If the vacation for which early pay was received is not taken by the end of the payroll year, then such vacation shall be deemed by the Company as vacation sold back.
- (f)
 - (i) For the purpose of determining vacation pay, the total wages disbursed during the previous payroll year shall be used.
 - (ii)
 - (a) If the employee has been absent the previous year for industrial and/or non-industrial injury or sickness, then for each vacation week taken, the company will ensure that the vacation pay disbursed above will equal a minimum of forty (40) hours pay at the employee's current rate.

Article 13.01(f)(ii) (continued)

- (b) Monies added to an employee's vacation pay to meet the requirements of 13.01 (f) (ii) shall be referred to as, "Top up";
 - (c) Top up shall apply to the current entitlement days only, and shall not apply to any vacation days deferred from previous years. Top up will be paid at the difference between "current" vacation pay earned as per Article 13.03 and current hourly rate;
 - (d) In order to be eligible for top up, an employee must schedule all current vacation entitlement in the current payroll year. Once vacation pay has been received for any of the vacation time scheduled, these vacations cannot be canceled and the time must be taken. Vacation time may be rescheduled but not canceled. Vacation pay including top up will be paid in accordance with 13.01 (d);
 - (e) "Early pay" provisions as described in 13.01 (e) do not apply to vacation top up, until the days are scheduled.
- (g) (i) In each payroll year, employees with vacation entitlement in excess of fourteen (14) days may defer to the following payroll year that portion of their vacation entitlement which is in excess of fourteen (14) days and in even amounts of seven (7) days.

Article 13.01(g)(continued)

- (ii) An employee shall receive vacation pay for deferred vacation at the time the vacation is taken. Vacation pay credited for such deferred vacation shall be that which the employee would have received at the time the vacation was originally due. The vacation pay received when the deferred vacation is taken shall be based on the average of all current and deferred vacation pay that has been credited to the employee. All deferred vacation must be taken at a time satisfactory to the Company.
- (h) An employee with a current vacation entitlement of more than fourteen (14) days under the provision of Section 13.03(b), (c), (d) and (e) will be entitled to obtain a cash refund in lieu of an equal amount of **their** current vacation entitlement which is in excess of fourteen (14) days provided that:
 - (i) The time involved in the option is in even amounts of seven (7) days. Such payments will be made on **the next appropriate payroll.**
 - (i) Notwithstanding any other provision of this Article, an employee with a current vacation entitlement of fourteen (14) or more days, must take a minimum vacation of fourteen (14) days in the current payroll year.
 - (i) Throughout this Article, where reference is made to "continuous service", **those** words shall mean continuous service as defined in Appendix III of this Agreement.

- (a) The Company will continue to operate a rotational program for vacations, which provides the maximum opportunity for each employee to select a vacation time during the preferred period. Should **they** elect to **take their** vacation in the preferred period they will be allowed a maximum of twenty-one (21) days in one unbroken block which will be taken in accordance with the particular circumstances and conditions of the Plant and the vacation group in which the employee belongs. An employee in selecting **their** vacation time will be allowed only one choice. Therefore, the employee who **wishes to take their** vacation in several blocks will be allowed to select only one block and the remainder will be taken according to Company seniority and Company requirements. The preferred period **commences** with the summer closing of elementary schools and **extends for as many weeks** as is required to schedule three (3) consecutive twenty-one (21) day vacation blocks for shift workers
- (b) When scheduling vacation time
 - (i) In the preferred period, employees having the greatest number of vacation credits will be entitled to their choice in the order of their vacation credit groups and **within those groups in the order of their Company seniority** until such time as an employee does not have the choice available to **them of** taking up to twenty-one **(21) days of their vacation** entitlement in one unbroken block

Article 13.02(b) (continued)

- (ii) Outside the preferred period all employees who either did not elect or could not select an unbroken block of twenty-one (21) days in the preferred period will be entitled to their first choice of a vacation in order of their Company seniority.
- (c) No employee shall be permitted to select a block of preferred vacation which limits the optimum use for vacation purposes of the preferred period.
- (d) An employee with one (1) or more years of continuous service as of 31 December of the previous year is eligible to accumulate vacation credits.
- (e) Once eligible, an employee will accumulate one (1) vacation credit for each successive year in which **they do** not have an opportunity of selecting up to twenty-one (21) days of their vacation during the preferred vacation period.
- (f) when an employee has the choice of taking **twenty-one (21) days of their** vacation entitlement in the preferred period then **they shall lose their** accumulated vacation credits whether or not **they elect to take their** vacation in the preferred period. However, if through exceptional circumstances an employee accumulates four (4) vacation credits before they **receive a** vacation during the preferred period then **they shall be entitled to carry over one vacation credit so as to expedite their** receiving a subsequent vacation in the preferred period in a succeeding year.
- (g) Vacation credits remain with employees no matter to what different departments or vacation groups they may be moved.

13.03

- (a) An employee who has completed one (1) but less than two (2) years of continuous services at the end of the previous calendar year, shall be given a vacation totalling fourteen (14) days provided they have actually worked some time in the previous payroll year. An employee who has not completed one (1) year of continuous service shall be given one half (1/2) day of vacation for each pay period during which they have worked at least sixty-four, (64) hours. Vacation pay shall be four percent (4%) of the employee's total earnings. An employee not qualified for at least one (1) day of vacation shall be given four percent (4%) of their total earnings within thirty (30) days of the end of the calendar year.
- (b) An employee who has completed two (2) but less than eight (8) years of continuous service at the end of the previous calendar year, shall be given a vacation totalling twenty-one (21) days provided the employee has actually worked some time in the previous payroll year. Vacation pay shall be six percent (6%) of the employee's total earnings.
- (c) An employee who has completed eight (8) but less than seventeen (17) years of continuous service at the end of the previous calendar year, shall be given a vacation totalling twenty-eight (28) days provided **they have** actually worked some time during the previous payroll year. Vacation pay will be eight percent (8%) of the employee's total earnings.

Article 13.03 (continued)

- (d) An employee who has completed seventeen (17) but less than twenty-five (25) years of continuous service at the end of the previous calendar year, shall be given a vacation totalling thirty-five (35) days provided that they have actually worked some time during the previous payroll year. Vacation pay will be ten percent (10%) of the employee's total earnings.
- (e) An employee who has completed twenty-five (25) or more years of continuous service at the end of the previous calendar year, shall be given a vacation totalling forty-two (42) days provided that they have actually worked some time during the previous payroll year. Vacation pay will be twelve percent (12%) of the employee's total earnings.
- (f) An employee who has completed five (5) years of continuous service at the end of the previous calendar year, shall be entitled to a supplementary vacation totalling seven (7) days for the current payroll year. Vacation pay for this entitlement shall be 2% of the employees total earnings.

An employee who has completed ten (10) years of continuous service at the end of the previous calendar year shall be entitled to fourteen (14) days of supplementary vacation in the current payroll year. Vacation pay for this entitlement shall be 4% of the employee's total earnings.

An employee who has completed fifteen (15), twenty, (20) twenty-five (25), thirty (30) or thirty-five (35) years of continuous service at the end of the previous calendar year shall be entitled to twenty-one (21) days of supplementary vacation in the current payroll year. Vacation pay for this entitlement shall be 6% of the employee's total earnings.

Article 13.03 (continued)

(g)

YEARS OF CONTINUOUS SERVICE					
Vacation	1 Year	2-7 Years	8-16 Years	17-24 Years	25+ Years
Weeks	2	3	4	5	6
Days	14	21	28	35	42
pay	4%	6%	8%	10%	12%

Vacation Pay Premium 1 to 14 years Service 15%
15+ Years Service 20%

YEARS OF CONTINUOUS SERVICE							
Vacation	5 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs	30 Yrs	35 Yrs
Supplementary Weeks	1	2	3	3	3	3	3
Pay	2%	4%	6%	6%	6%	6%	6%

These charts are for general information only and are not to be construed as amending or modifying in any aspect the specific provisions of Article 13.

13.04 In addition, an employee who has completed one (1) or more years of continuous service at the end of the previous calendar year, shall receive, in addition to their vacation pay, an additional vacation pay premium which shall be equal to fifteen percent (15%) of such vacation pay. The vacation premium for an employee with fifteen (15) or more years **contin** service at the end of the previous year shall be twenty percent (20%).

13.05

- (a) If one (1) or more of the paid Statutory Holidays specified in Article 14 (Statutory Holidays) of this Agreement falls within an employee's vacation, they shall be paid at eight (8) times their regular basic hourly wage rate for each such Statutory Holiday. They shall be given an additional day off for each such Statutory Holiday provided that this additional day or days is taken consecutively with the vacation as scheduled.
- (b) Notwithstanding (a) above, during the preferred period only, those employees who are normally required to work on statutory holidays will be paid out for any Statutory Holidays falling within their vacation.

13.06 In the event of termination of employment vacation pay shall be determined in accordance with Section 58 of the Employment Standards Act. In the event of retirement, vacation pay shall be determined in accordance with Article 13.

13.07 The Company may employ maintenance vacation replacements as provided herein:

- (a) Each year during the vacation period the Company may employ as maintenance department vacation replacements temporary employees with experience in the trades.

Article 13.07 (continued)

- (b) Such temporary maintenance vacation replacements shall not accumulate any seniority and shall only be employed to the extent that they are required to replace for vacation absences. Temporary maintenance vacation replacements shall be employed during the period 01 April to 30 September for a period not to exceed five (5) months. If reemployed they, shall commence as new hires.
- (c) Present Company employees who meet the Company requirements as maintenance vacation replacements shall be given preference should they request a transfer to these maintenance vacation replacement jobs. However, once transferred they shall accumulate seniority in accordance with the provisions of the Agreement. An employee who is transferred or promoted as a temporary vacation replacement to replace a tradaperson shall be credited with trade seniority for all such time they replace a tradesperson if at a subsequent date they enter the apprenticeship program.
- (d) An employee employed as a temporary maintenance vacation replacement shall be paid at the rate of Journeyman or Repairman (whichever is applicable). However, such an employee will not be considered to be a fully qualified Journeyman, solely by reason of their receiving such a rate.
- (E) The Company shall supply the Union with a list of employees hired as maintenance vacation replacements according to the provisions herein.

13-LU-#1 Vacation scheduling

Article 14 -STATUTORY HOLIDAYS

14.01 The provisions of this Article shall apply only to employees with 30 or more calendar days of employment with the Company.

14.02 The Company shall observe the following days as Statutory Holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day.

14.03 If by law or decree another day is substituted for the observance of any holiday listed in Section 14.02, the day of observance shall be considered as the holiday insofar as payment for the listed Statutory Holiday is concerned.

14.04 No employees shall be required to work on one of the Statutory Holidays listed in Section 14.02 unless **they are working** on continuous operations or **ore** otherwise required to work **because of** breakdown, **emergency, or because they provide** essential services for continuous operations. The term "continuous operations" when used in this Agreement shall include wharf operations or ancillary operations in conjunction with the wharf. Notwithstanding the above, it is understood that no employee will be required to work on the loading or unloading of ships on Christmas Day and New Year's Day.

14.05 Employees working on operations where they are normally required to work on Statutory Holidays may, at the discretion of the Company, be given any of the holidays off provided that all such employees performing the same work in a set of operations are given 7 days notice in advance of the holiday that they will not be required to work.

14.06 If an employee is required to work on one of the Statutory Holidays listed in Section 14.02 they are under the same obligation to do so as on any other working day of the year, and should they fail to work on such Statutory Holiday after being so required they shall not receive any pay for the holiday.

14.07 On each of the Statutory Holidays listed in Section 14.02:

- (a) An employee who is not required to work shall receive an amount equal to eight (8) hours pay at their regular basic hourly wage rate, provided that:
 - (i) the employee shall have worked the last regular shift to which the employee was assigned before the holiday and the first regular shift to which the employee is assigned after the holiday; or,
 - (ii) the employee is on an approved leave of absence- or absent for medical reasons which are substantiated to the satisfaction of the Company, for less than seven (7) days.

Article 14.07 (continued)

- (b) An employee on temporary assignment who is eligible to receive eight (8) hours pay under 14.07(a) or 14.08(b) shall receive the eight (8) hours pay at the basic hourly wage rate of the temporary assignment provided that they were on the temporary assignment for both qualifying days as set out in 14.07(a) and that they are entitled to receive Statutory Holiday pay.

14.08

- (a) On each of the Statutory Holidays listed in Article 14.02, an employee who is required to work shall be paid at the overtime rate of one and one-half times **their** basic hourly wage rate for all hours worked on that day. However, should an employee who is required to work on a Statutory Holiday work more than eight (8) consecutive hours immediately prior to and on their Statutory Holiday shift which are paid at the overtime rate of one and one-half times their basic hourly wage rate, then each such additional hour worked shall be paid at the rate of double **their** basic hourly wage rate. Additionally, should an employee who is required to work on a Statutory Holiday work more than six (6) overtime hours immediately prior to this Statutory Holiday shift and the rate of double **their** basic hourly wage rate has commenced under the provisions of Article 18.03, then all subsequent hours worked shall be paid at the rate of double **their** basic hourly wage rate.
- (b) An employee who is required to work and does work their shift shall receive, in addition to **their regular earnings, an amount equal to eight (8) hours pay at their regular basic** hourly wage rate.

14.09

- (a) (i) An employee with 90 or more calendar days of employment with the Company shall be entitled to two (2) annual Floating Holidays for which the provisions of Section 14.07(a) shall apply.
- (ii) **A Floating Holiday may be broken into two (2) hours blocks for the purpose of making up a full shift.**
- (b) Floating Holidays shall be taken at a time satisfactory to the Company and arranged where possible, in accordance with the expressed preference of the employee. If an employee is informed, within seven (7) days of the agreed day for a Floating Holiday, that they are required to work that day, **they** shall be paid at the overtime rate of time and one-half for all hours worked on that date, and shall be given a holiday at another time. However, should an employee who is required to work on a Floating Holiday work more than eight (8) consecutive hours immediately prior to and on **their** Floating Holiday shift which are paid at the overtime rate of one and one-half times their basic hourly wage rate, then each such additional hour worked shall be paid at the rate of double **their** basic hourly wage rate. Additionally, should an employee who is required to work on a Floating Holiday **work more than** six overtime hours immediately prior to **their** Floating Holiday shift and the rate of double **their basic** hourly wage rate has commenced under the provisions of Article 18.03, then all subsequent hours worked shall be paid at the rate of double their basic hourly wage rate.

Article 14.09 (continued)

- (c) Floating Holidays must be taken by an employee within the payroll year in which they are earned or the Company will pay the employee for any untaken Floating Holiday(s) in accordance with the provisions of Article 14.09(d).
- (d) In lieu of taking a Floating Holiday, an employee shall be entitled to a payment equal to eight (8) hours pay at their regular basic hourly wage rate. The payment shall be given with the next appropriate payroll.

I4-LU-#1 Heritage Day

Article 15 -SHIFT DIFFERENTIAL

15.01 Shift workers working on the Afternoon and Midnight Shifts will be paid premiums over and above their basic hourly wage rates as follows:

Afternoon Shift	\$0.85 per hour
Midnight Shift	\$1.15 per hour
12 Hour Night Shift	\$1.33 per hour

15.02 If due to overtime the hours of work of a shift worker continues into the next succeeding shift, they shall be paid the premium established for that shift for such overtime hours.

Article 16 -PREMIUM FOR WEEKEND WORK

16.01 An employee who is required to work on Saturday or Sunday shall receive a premium of **\$1 .65** per hour for all straight time hours worked on those days, furthermore:

Effective 24 July 2000 this amount will be increased to **\$1.70.** -

Article 17 - HOURS OF WORK

17.01 The hours of work for an employee shall consist of a regular shift of not more than eight hours in a day, and not more than five such regular shifts during the work week. which shall be defined as the seven calendar day period from Sunday midnight to the following Sunday midnight. The preassigned hours and days when these regular shifts are to be worked constitute for each employee **their** regular shift schedule and, when worked, shall be paid for at the employee's basic hourly wage rate, except as provided for in Section 14.08(a), 17.03(b) and 17.03(c).

17.02

- (a) The starting and stopping times of an employee's regular shift and **their** meal interval may be advanced or retarded by the Company not more than two hours for any particular department or set of operations, which shall not be considered as a change in an employee's regular shift schedule.
- (b) Each employee shall be at **their** assigned or reporting location ready to commence work at **their** designated starting time and they shall remain at **their** working location until **their** designated stopping time.

- (a) An employee may be required by the Company to change from **their regular** shift schedule to a new regular shift schedule.
- (b) When an employee is required by the Company to change to a new regular shift schedule **they** shall be given notice of such **change at** least 72 hours prior to the commencement of their new regular shift schedule. The commencement of the new regular shift schedule will be deemed to have occurred when an employee commences work on a different regular shift than was required by their previous regular shift schedule. If the employee is not given such notice, their first regular shift worked on the new regular shift schedule shall be paid at the overtime rate of one and one-half times **their** basic hourly wage rate. However, should an employee work more than eight (8) consecutive hours immediately prior to and on **their first** regular shift worked on the new regular shift schedule which are paid at the overtime rate of one and **one-half times their basic hourly wage rate. then each** such additional hour worked shall be paid at the rate of double **their** basic hourly wage rate. Additionally, should an employee work more than six (6) overtime hours immediately prior to their first regular shift worked on the new regular shift schedule and the rate of double **their basic** hourly wage **rate has commenced under** the provisions of Article 18.03, then all subsequent hours worked shall be paid at the rate of double **their** basic hourly wage rate.

Article 17.03(b) (continued)

However, the payment of the overtime rate for the lack of notice of change to a new regular shift schedule shall not apply when the change is due to:

- (i) The promotion, or demotion, or transfer in lieu of lay-off of the employee, or
- (ii) a request of the employee or employees concerned. or
- (iii) a transfer at the request of the employee, or
- (iv) the uncertain arrival or departure of ships, in which case the first regular shift be paid at the overtime rate if less than 24 hours notice is given. or
- (v) a return to the employee's previous regular shift schedule within 14 days after such a change.

If an employee is absent from work when notice of change of their regular shift schedule would normally be given, the payment of the overtime rate for lack of such notice shall not apply.

- (c) An employee shall be paid at the overtime rate of one and one-half times their basic hourly wage rate, for all hours worked on their regular shift after there has been less than a 15 hour lapse of time, since they completed work on their last regular shift. However, should an employee work more than eight (8) consecutive hours which are paid at the overtime rate of one and one-half times their basic hourly wage rate, then each such additional hour worked shall be paid at the rate of double their basic hourly wage rate.

Article 17.03(c) (continued)

However, the payment of the overtime rate shall not apply in cases where the "less than 15 hour lapse of time" was occasioned by a change of regular shift schedule due to:

- (i) The promotion to a regular job opening, or the demotion to a regular job opening or transfer in lieu of lay-off, of the employee, or
- (ii) a request of the employee or employees concerned, or
- (iii) a transfer at the request of the employee.

If the starting and stopping times of an employee's regular shift have been advanced or retarded as per Section 17.01, the figure IS hours will be decreased accordingly in the application of this section.

- (d) When an employee is required by the Company to change to a new regular shift schedule, and such change requires **them to work**:
 - (i) a shift after **they have** already completed a regular shift in the same day, or
 - (ii) a shift immediately following and continuous with a regular shift which **they have** completed, or
 - (iii) a shift or shifts after **they have** completed 5 regular shifts in the same week.

Then in each of these three cases such additional shift or shifts shall be considered to be overtime work, **and** if worked, shall be paid at the overtime rate as per **Section 18.03 and** shall not be considered part of their regular shift schedule.

Article 17.03(c) (continued)

- (e) Should an employee who has worked six (6) regular shifts on six (6) consecutive days be required to continue work on the seventh or both the seventh and eighth consecutive days. then such work on the seventh or the seventh and eighth days shall be considered to be overtime work to be paid as per Section 18.03 and shall not be considered part of their regular shift schedule.
- f) An employee, who has attained regular employee status under the provisions of Article 9.07. who is not on lay-off. and who. as a direct result of being required by the Company **to** change from **their** regular shift schedule to a new regular shift schedule, is not given the opportunity to earn in a work week a minimum pay equal **to 40** hours **at their** basic hourly wage rate shall. in addition **to their actual earnings** for that week. be paid an amount equal to the difference between the pay which **they** earned plus any pay which **they were** given an opportunity to earn. and the above minimum pay, with shift and Sunday premiums being excluded from all calculation.

17.04

- (a) The term "Day Worker" shall apply to employees, except those employed at Kemano. whose regular shift generally starts at 8:00 am. and stops at 4: 0 p.m. with an unpaid meal interval of one-half hour. generally between the hours of 12:00 noon and 12:30 p.m. **The** term "Day Worker" shall apply to employees employed **at K**Kemano whose regular shift generally starts at 8:00 am. and stops at 5:00 p.m. with an unpaid meat interval of one (l) hour, generally between the hours of 12:00 noon and 1:00 p.m.

Article 17.04 (continued)

- (b) Day Workers will not normally be required to work on Sundays unless it is for one of the following reasons:
 - (i) Because of a breakdown of plant or machinery affecting production.
 - (ii) Because of an emergency necessitating the carrying out of urgent repairs.
 - (iii) Because they provide essential services for continuous operations.
 - (iv) To maintain normal services to the Kemano community.

17.05

- (a) The term "Shift Worker" shall apply to employees when they are working regular shifts, generally on a rotating shift basis, at hours other than those of a Day Worker. The term "Shift Worker" shall also apply to a Day Worker when they are temporarily assigned to continuous operations on the wharf or ancillary operations in conjunction with the wharf. The starting and stopping times of shift works shall generally be: Midnight Shift 12:00 midnight to 8:00 am. Day Shift 8:00 am. to 4:00 p.m. Afternoon Shift 4:00 p.m. to 12:00 midnight.
- (b) Shift workers shall be entitled to a meal interval of one half-hour to be paid as though worked at the employee's regular rate and such paid interval shall be granted, except in special circumstances, between the third and fifth hour of the shift

Article 17.05 (b) (continued)

and shall be considered as part of the employee's normal rest period. The paid meal interval of a shift worker shall normally be taken away from **their place of work. although under special circumstances they may be required to take their meal at their place of work.**

- (c) Shift workers will not normally be required to work on hours other than the scheduled hours for the shifts on which they are employed, unless it is for one of the following reasons:
- (i) Because of breakdown of plant or machinery affecting production.
 - (ii) Because of an emergency necessitating the carrying out of urgent repairs.
 - (iii) Because they provide essential services for continuous operations.
 - (iv) To allow for continuous operations for the purpose of loading or unloading ships.
- (d) Where a shift worker has completed a full work week on **either the** afternoon shift or the midnight shift and is then required by the Company to work days the following week, then they shall be entitled during that week while assigned to days to work at the day shift hours of 8:00 am to 4:00 p.m. with a paid meal interval. Thereafter, if **they continue to work days their** hours shall be 8:00 am. to 4:30 p.m. or as determined by the Company. The provisions of this Section 17.05(d) shall **not** apply when the change to days is due to:

Article 17.05 (d) (continued)

- (i) The promotion, or demotion, or transfer in lieu of lay-off of the employee, or
- (ii) a request of the employee or employees concerned, or
- (ii) a transfer at the request of the employee.

17-LU-#1 Continuous Twelve Hour Shift #12, #31, #34, and #61

17-LU-#2 Compensating Shift off

17-LU-#3 Kemano Powerhouse Maintenance Definition of Day Worker

17-LU-#4 Departments **599, 620, 633** & 952 Shift #37

17-LU-#5 Ten Hour Day Shift Administration

17-LU-#6 Mutual Shift Exchange

17-LU-#7 Day Shift Assignments of Union Officials

17-LU-#8 Banking of Statutory Holidays

17-LU-#9 12 Hour Shifts Wharf

17-LI-#1 Posting of Ship's Arrival

Article 18 - OVERTIME

18.01 The Company's policy is to keep overtime to a minimum. Where there is a recurring amount of overtime work in a department such overtime shall be divided as equally as possible among the employees in the department who would normally perform such work. The sole purpose of this section is to provide for the distribution of overtime in an equitable and sensible manner.

18.02 Overtime shall be voluntary. However, employees other than production workers may be required to work overtime for one or more of the following reasons:

- (a) Because of an emergency necessitating the carrying out of urgent repairs, or providing emergency services in the town of Kemano.
- (b) Because they are required to Provide essential services ancillary to production operations to ensure the non-interruption or resumption of continuous operations.

18.03 Overtime is defined as those hours worked by an employee during the period between the end of the last regular shift to which they **were** assigned and before the commencement of the next regular shift to which they are assigned. An employee shall be paid at the overtime rate of one and one-half **times their** basic hourly wage rate for all overtime hours worked. However, should an employee work **more** than six (6) consecutive hours which are paid **at the overtime rate** of one **and** one-half **times their basic** hourly wage rate, and if such additional consecutive hours worked would be paid at the overtime rate under the provisions of this Article, then each such additional hour worked consecutively in excess of six (6) shall be paid at the rate of double **their** basic hourly wage rate

Article 18.03 (continued)

The overtime rate shall be computed before any premium is applied and shall be to the nearest following one-tenth of an hour.

The overtime rate shall not be paid to an employee for any hours which are part of a regular shift, except as provided for in Sections 14.08(a) 17.03(b) and 17.03(c).

There shall be no pyramiding of overtime rates. When two or more types of overtime rates apply to the same hours of work only the higher rate shall be paid.

18.04 An employee called in to work after **their** designated stopping time shall receive a call-in premium of three **(3) hours pay at their regular basic hourly wage rate**, and in addition, shall be paid for all hours worked.

18.05 Overtime meal tickets shall be supplied under the following circumstances:

Effective 1 January 2000:

(a) **An employee** who remains on the job after completing **their** regular shift and subsequently works more than two (2) hours overtime, shall be provided by the Company with a **meal ticket to purchase a meal, and, if they remain on the job and work for more than eight (8) hours overtime, they will, in addition, be provided by the Company with a second meal ticket. Each meal** interval shall be a period of not more than one-half hour to be paid as though worked except in Kemano. where the Company may allow an employee an additional unpaid meal interval of up to one-half hour so that the total time off the job for each **meal interval in Kemano** may be up to one hour.

- (b) (i) **An employee who is required by the Company to return to work after their designated stopping time following the completion of their last regular shift and before commencement of their next regular shift, and who works more than four (4) hours overtime, or more than two (2) hours overtime immediately preceding the commencement of their regular shift will be given a meal interval on the job of not more than one half hour to be paid as though worked.**
- (ii) **If an employee has not had at least two (2) hours notice prior to reporting for work, a meal ticket will be provided to purchase a meal for the meal interval stated above. If the employee remains on the job and works for more than eight (8) hours overtime, they will, in addition, be provided with a second meal ticket.**
- (c) **A meal ticket under the provisions of 18.05(a) and (b) above will have a value of 25.00 and it will be the employee's responsibility to order the meal and provide for the transportation of that meal.**

18.06 Information about overtime distribution will be posted in areas available to the employees and will be kept up to date.

18-LU-#1 Overtime Distribution Snow Removal

Article 19 - EMPLOYEE NOT REQUIRED FOR WORK

19.01

- (a) Except in cases of emergency, a day worker not required for **work on their** next regular shift shall be given at least 15 hours notice and a shift worker not so required shall be given at least 16 hours notice. Likewise, an employee is required to give the Company two (2) hours notice if for reasons beyond **their control they are going to be unable to report for their next regular shift.**

Upon reporting for work for a regular shift an employee who has not been notified as hereinbefore provided shall be guaranteed four (4) hours work or four (4) hours pay at their regular basic hourly wage rate provided that an employee who has been absent from work must assume the responsibility for ascertaining from the Company if work is available before returning.

- (b) An employee who is informed **after their** designated stopping time and before next reporting for **work. that their** next required reporting time is to be delayed eight (8) or more hours, shall receive a call-off premium of two (2) hours pay **at their** regular basic hourly wage rate, provided that such call-off was due to rescheduling of work involved in normal operations at the wharf

Article 19.01 (continued)

- (c) When a Wharf employee who has attained Seniority, is required to work overtime and such overtime hours are not consecutive with their regular shift schedule and the provisions of Section 18.04 are not applicable they shall be given the opportunity to work a minimum amount of four (4) hours. Should they be required work more than four (4) hours they shall be given the opportunity to work eight (8) hours. Such hours shall be paid at the appropriate overtime rate.

19.02 In the event that provisions of Part 4, Section 34, "Minimum Daily Hours" of the British Columbia Employment Standards Act (1995) are more favourable to an employee than the provisions of this Article 19, then the provisions of such Section 34 of Part 4 of British Columbia Employment Standards Act (1995) shall apply.

Article 20 - SAFETY AND HEALTH

20.01

(a) Management agrees it is the responsibility of management to make adequate provision for the safety and health of employees during the hours of their employment. All standards established by law shall constitute minimum acceptable practice to be improved upon by agreement of the Kitimat/Kemano Occupational Health and Safety Committee and its sub-committee.

(b) Management and the Union agree it is everyone's responsibility to eliminate workplace accidents and injuries, and occupational illness and disease, where possible.

20.02 Workloads when set will not be detrimental to the health, safety and general well-being of the employee, and to this end adequate rest intervals will be provided for those employees who are exposed to heat and smoke and/or other adverse working conditions which produce more than normal fatigue.

20.03 There shall be seven (7) Area Occupational Health and Safety Committees, six (6) in Kitimat and one (1) in Kamano. Each committee will, when possible, consist of an equal number of Company and Union Representatives to allow proper representation of all areas the O.H.&S. Committee covers. No more than one O.H.&S. representative per crew will attend the area Occupational Health and Safety Committee meeting.

Article 20.03 (continued)

All appointees will be employees of the Company within and representative of the area concerned.

If either party recognizes the need for change in Article 20.03, the matter will be referred to KKOHS for resolution.

20.04 The Company and the Union may each appoint an alternate for each of their members on the Area Occupational Health and Safety Committees. An alternate **will be an** employee of the Company within the area concerned and **will be** empowered to replace the regular Company or Union appointee for whom they are the alternate if for any reason such appointee is unable **to** attend a meeting of the said Committee.

20.05 The Company and the Union **will** each furnish the other with a list of the names of their appointees and alternates to the Area Occupational Health and Safety Committees and **will** similarly advise each other in the case subsequent changes.

20.06 **The positions of Chairperson** and Secretary of an Area Occupational Health and Safety Committee **will be rotated between** Union and Company appointees on a regular basis as seems **appropriate to the** Committee.

20.07

- (i) Management will give the members of the Area Occupational Health and Safety Committees and the **KKOHs committee time off to** perform the Committee activities described in this Article, and their earnings will be maintained.
- (ii) Members attending regular committee and sub **committee** meetings outside of their regular scheduled working hours **will be** paid at their basic hourly wage rate. Such time and payment will not attract overtime nor be used in the calculation of an premium set out in this Agreement.

20.08

- (a) (i) The Area Occupational Health and Safety Committees will meet once a month to discuss accident prevention practices generally and unresolved problems, to receive copies of reports covering plant and equipment, inspections, safety meetings, investigations of accidents, and to recommend to management actions which will assist in improving the overall effectiveness of **occupational health** and safety within the area
- (ii) **Area OH&S committees will develop relevant sub committee such as accident investigation review and ergonomics. These committees will meet and report regularly, as determined by the area OH&S committee. The membership of these committees will be made up of an equal number of union and management appointees.**

- (b) (i) If reasonably available in the area a Union Occupational Health and Safety Representative or their alternate, who has had formal training, will participate in all area inspection **investigations of incidents, accidents, near accidents, and safety work refusals.**
 - (ii) "Reasonably available in the area" for the purpose of this Section will be defined as at work on shift? in the area, familiar with the area, and trained in the relevant techniques. The term "area" will refer to a production or maintenance unit under the supervision of a General Foreman or equivalent
- (C) (i) In advance of conducting health monitoring, area management will ensure the appropriate union area O.H.&S. Committee members are made aware of sampling plans, and are given the opportunity to provide input into this **sampling** (i.e. concerns with different contaminants, **tasks**, location and timing). Input will normally be provided at area O.H.&S. meetings.

In addition, a union O.H.&S. Committee representative, if reasonably available, will be given the opportunity to be in attendance while the sampling equipment is being set up. Upon request of the Union, management will provide adequate training to the O.H.&S. Committee representatives to facilitate the performance of the duties as described above.

Article 20.08(c) (continued)

- (ii) Union O.H.&S. Committee members will encourage all employees to make reasonable efforts to cooperate with the sampling process.
- (iii) Occupational health sampling results will be reviewed at area O.H.&S. Committee meetings. Representatives from the Occupational Hygiene group will attend O.H.&S. Committee meetings if required.
- (iv) Following sampling and analysis of the samples, written results will be sent available to the appropriate O.H.&S. representatives as well as the **K.K.O.H.&S. Committee. The Occupational** Hygiene group will be made available to answer any questions arising from sampling results.

20.09

- (a) Employees will at all times comply with the Company's Occupational Health and Safety Rules and the Company and employees will at all times comply with the **Occupational** Health and Safety Regulations adopted by the Workers' Compensation Board pursuant to the provisions of the Workers' Compensation Act No employee will be expected or required to work or continue to work in contravention of said Occupational Health and Safety Rules and/or Occupational Health and Safety Regulations.

- (b) (i) An employee involved in any accident affecting persons, equipment buildings, or material, will promptly report such accidents **to their Supervisor** or Supervisor. Similarly, **an** employee **will** promptly report unsafe equipment or unsafe working practices **to their Supervisor or Supervisor** and the **Supervisor** or Supervisor **will** promptly investigate the unsafe conditions so reported and take such steps as appear reasonable to rectify such unsafe conditions.
- (ii) Should the employee not be satisfied with the decision of **their Supervisor** or **Supervisor**, **they will** have the right to refuse to work or to continue to work under the alleged unsafe conditions until these have been observed **and ruled upon by their** Department Head. Prior to making this ruling the Department Head will consult with the Union Safety **Representative. provided** the Union Safety **Representative is reasonably available. The employee will also have the right to have their Occupational Health and Safety representative or Shop Steward present while their Department Head is observing and ruling upon the alleged unsafe conditions, provided the Occupational Health and Safety representative or the Shop Steward is available. If their Occupational Health and Safety representative or Shop Steward is not available, another Occupational Health and safety representative or Shop Steward in the same Division will be used as a substitute.**

Article 20.09 (continued)

- (c) The supervisor will not assign any other employee to carry out the work refused under 20.09(b)(ii), until first discussing with that employee, together with the Occupational Health and Safety representative, if reasonably available, the prior refusal and the nature of that refusal.
- (d) Notwithstanding the provisions of Section 20.09(b), the Chairperson or Secretary of the KKOHS or an Area Occupational Health and Safety Committee may call a meeting of the said Committee at any time for the purpose of promptly investigating any unsafe condition or practice which may be reported to the Committee, but no such investigation will be made until the Chairperson or Secretary of the Area Occupational Health and Safety Committee has advised the Department Head concerned. The Union Safety Representative will be informed of such a meeting.

20.10 Notwithstanding any of the other provisions of this Article, an Occupational Health and Safety Committee may, by unanimous vote, decide matters governing its own procedure.

20.11 The Company agrees to recognize a Union Safety Representative and alternate, who will be an employee of the Company, for the purpose of reviewing general safety matters with the Company Safety Supervisor.

In addition, the Company Safety Supervisor and the Union Safety Representative may jointly bring items of specific concern to the attention of the Area Occupational Health and Safety committees.

Article 20.11 (continued)

Time off for the Union Safety Representative to perform these activities will be arranged by the **Company Safety Supervisor** and the employee's immediate Supervisor and his earnings shall be maintained. The Union will keep **the Company informed of the name of the Union Safety Representative.**

20.12

- (a) **A Kitimat/Kemano Occupational Health and Safety Committee will be established and maintained by the parties to foster the development of an improved safety culture and attitude in our workplace.**
- (b) **The Committee will have a maximum of ten (10) members appointed by each party .**
- (c) **All members of the Committee will be employees of the Company. Management and the Union will each furnish the other with a list of names of their appointees to the Committee. The terms of reference of the Committee will be determined by its members and subject to approval of the parties.**

20.13 The Union Safety Representative or alternate will have the right to accompany Worker's Compensation Officers. **The union chairperson of the environment committee will have the right to accompany the Ministry of Environment Officers on inspection tours,** subject to the approval of the officer.

20.14 National Day of Mourning - Each year on 28 April the **Company will lower all flags** in the plant to half mast in observance of workers killed or injured on the job. The Company and the **Union will also issue a** joint bulletin on that date to explain the event

20.15 **Access to Monitoring Equipment** - Management will provide the Union with access to environmental and workplace monitoring equipment for the purpose of training and orienting **designated K.K.O.H.&S. and relevant sub committee members.** Such access will be arranged through the K.K.O.H.&S. committee.

20.16 Management agrees to replace all confirmed and suspected carcinogens (cancer causing agents), whenever practicable, with material which reduces the risk to employees.

20.17

(a) The parties agree it is the responsibility of management, the union, and employees to take the appropriate action and notify the appropriate authorities if there is a release of a hazardous substance to the air, earth or water systems.

Article 20.17(b) (continued)

(b) No employee will be discharged, penalized or disciplined by either party for performing this duty.

20-LU-#1 Union Health and Safety Training

20-LU-#2 Safe Working Practices Policy

20-LU-#3 Full Time Union Safety **Representative**

Article 21- SAFETY CLOTHING AND EQUIPMENT

21.01 The Company undertakes, to provide articles which would normally form part of an employee working apparel, such as work gloves and mitts, safety shoes and potroom pants and underwear, at cost, and in consideration of this it is agreed that such articles will be worn, repaired, cleaned and maintained in serviceable condition by the employee.

21.02

(a) The Company shall supply an employee each payroll year with a credit at its Stores towards the purchase of the employee's normal working apparel in the amount of one hundred ten dollars **(\$110.00)**.

Article 21.02 (continued)

- (b) (i) The Company shall supply potroom production workers and casting production workers an additional credit at Stores towards the purchase of normal working apparel, in the amount of fifty five dollars **(\$55.00)**.
- (ii) Normal working apparel consists of such items as work gloves, safety footwear, approved potroom pants and **underwear**. Any credit remaining unused by an employee at the end of the payroll year shall be eligible to be carried over, to a maximum of two hundred fifty dollars **(\$250.00)**.

21.03 Should an employee so desire, they may purchase from a source outside the Company and wear on the job articles of working apparel similar to those referred to in Section 21.01, provided such articles meet with the Company's specifications.

21.04

- (a) The Company undertakes to furnish, clean and maintain in serviceable condition, free of charge to the employees, articles of safety equipment which do not form part of an employee's normal working apparel, such as goggles, facemasks, respirators, hard hats cotton gloves, etc.
- (b) **For welders, management will provide welding gloves and welding aprons.**

21.05 Should an employee be assigned to work outside in inclement weather the Company will furnish them with the necessary rain gear for that purpose.

21.06 The articles referred to in Section 21.04 and 21.05 shall be furnished on a loan basis and the employee will be required to sign for same and return them to the Company in good and serviceable condition (fair wear and tear accepted) as and when the Company so requires, and if the employee fails to do so they shall be charged the replacement cost thereof .

21.07 An employee will be provided with one pair of prescription safety glasses at no cost each calendar year upon submission of proof of need in writing from a licensed optometrist or ophthalmologist.

21-LU-#1 Addition to Clothing Allowance

21-LI-#1 Outside Apparel

Article 22 - INJURY OR ILLNESS

22.01 Should the Company's Occupational Health Department advise that an employee, because of a medical condition, is not able to do their regular job, the Company will wherever possible place them in other work consistent with their medical condition if such work is available. Such a placement may be made notwithstanding the provisions of Article 9 (Seniority) of this Agreement. Additionally, an employee so placed shall not be displaced by virtue only of the provisions of Article 9 (Seniority)

Article 22.01 (continued)

provided the waiving of those provisions does not result in the lay-off of a more senior employee who would otherwise displace them.

22.02 Should an employee, on the advice of the Company's Occupational Health Department because of a medical **condition, be permanently** placed in work which carries a basic **hourly wage rate lower than their regular** job, the employee shall be paid at the rate of the job in which they **are** placed by the Company and advised of such rate.

22.03 **If an** employee is injured on the job the Company will **maintain their earnings throughout the day** of injury.

22-LU-#1 Medical Placeman Program

22-LU-#2 Wage Rate Retention and Pensionable Earnings

Article 23 - JOB SECURITY

23.01 The Company and the Union recognize the importance of lessening, as much as is reasonably possible, the effects of change not occasioned by the employee upon their job security and earnings, and to this end agree to the following provisions:

Article 23.01 (continued)

- (a) The Company will not contract work out that results directly in the lay-off of any employee from the bargaining unit. The Company further agrees that, if it has available regular qualified employees and possesses and has available in the Works the equipment and the services necessary to accomplish the work, at and in the time required all maintenance and repair work, the nature of which is normal and routine, presently performed by its employees, will be carried out by employees covered by the Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Company's right to purchase raw or processed materials, equipment or component parts, intended for the operations of the Works.
- (b) Article 9 (Seniority) will apply to all cases of demotions, transfer in lieu of lay-off, and lay-off.
- (c) Subject to its restrictions, Section 23.02 of this Article (Wage Rate Retention) will apply to an employee demoted or transferred in lieu of lay-offs as a result of a lack of work.
- (d) Subject to its restrictions, Section 23.03 of this Article (Supplemental **Employment** Benefits) will apply to an employee laid off as a result of a lack of work.
- (e) Subject to its restrictions, the Disability Indemnity Plan mentioned in Article 37 of Volume 2 will provide benefits to employees who suffer total loss of wages because **of an** absence from work due to illness or injury of a non-industrial nature.

Article 23.01 (continued)

- (f) The Labour Relations Committee shall discuss the cases of employees who have been, for reason of lack of work demoted, or transferred in lieu of lay-off, or laid off and may make recommendations concerning the reassignment, retraining, severance pay, etc. of such employees.

23.02

- (a) Subject to the restrictions set forth in this Section 23.02. Wage Rate Retention shall apply to an employee, while at work, who:
 - (i) is demoted or transferred in lieu of lay-off, on account of lack of work, from a job classification carrying a higher basic hourly wage rate to a job classification carrying a lower basic hourly wage rate, or
 - (ii) is, while in receipt of Wage Rate Retention, again demoted or transferred in lieu of lay-off on account of lack of work, from a job classification carrying a higher basic hourly wage rate to a job classification carrying a lower basic hourly wage rate. Such an employee may then also be eligible for a new Wage Rate Retention based upon such subsequent demotion or transfer in lieu of lay-off and shall be subsequently entitled to the Wage Rate Retention protection most favourable to them. and

Article 23.02(a) (continued)

- (iii) has accumulated at least 365 calendar days of continuous service at the date of such demotion or transfer in lieu of lay-off, in accordance with the regulations set forth in Appendix III of this agreement and
 - (iv) meets the other conditions set forth in this Section 23.02.
- (b) Wage Rate Retention shall cease to apply to an employee who, while in receipt of Wage Rate Retention:
- (i) does not accept a promotion, or
 - (ii) does not accept a job, in their previous department, which has a basic hourly rate equal to or higher than that of the job classification in which they are an incumbent. If such an employee has not submitted a request for transfer to return to their previous department they shall be deemed for the purposes of Article 9 (Seniority) to have submitted such a request for transfer. or
 - (iii) while laid off, refuses any call-back to work by the Company in accordance with the provisions of Section 9.08(a) of Article 9 (Seniority) of this Agreement.
- (c) Wage Rate Retention shall not apply to an employee who:
- (i) is demoted or transferred in lieu of lay-off from work described in Section 9.03 or Article 10, or

Article 23.02(c) (continued)

- (ii) is demoted or transferred in lieu of lay-off from a job which was known to be of duration of 5 months or less provided the Company has notified the Union by letter of the employee's name and of the employee's assignment to a job of such known limited duration.
- (d) An employee who is demoted or transferred in lieu of lay-off, on account of lack of work may be eligible for Wage Rate Retention if such demotion or transfer in lieu of lay-off is for some reason other than the following:
 - (i) Physical or mental incapacity due to injury or illness as a result of which the employee cannot perform the work of their assigned job classification, or
 - (ii) A strike, slowdown, stoppage of work or other labour dispute involving any employee or employees in Kitimat Works.
- (c) Wage Rate Retention shall consist of:
 - (i) a basic hourly wage rate which shall not be less than the regular basic hourly wage rate the employee was receiving at the time they were displaced for a period not to exceed 26 weeks for those employees with less than ten years' Company seniority and for a period not to exceed 39 weeks for those employees with ten or more years' Company seniority, including any time during which the employee may be laid off.

- (ii) **an adjusted basic hourly wage rate, which shall not be less than midway between the regular basic hourly wage rate the employee was receiving at the time they were displaced and the basic hourly wage rate to which they were first demoted or transferred in lieu of lay-off for the next 26 week period for those employees with less than ten years' Company seniority and for a period not to exceed 39 weeks for those employees with ten or more years' Company seniority, including any time during which the employee may be laid off.**
- (iii) **starting with the 53rd week for those employees with less than ten years' Company seniority and starting with the 79th week for those employees with ten or more years' Company seniority, following their demotion or transfer in lieu of lay-off on account of lack of work, the employee will receive the basic hourly wage rate of the job classification in which they are then incumbent.**

23.03

- (a) Supplemental **Employment Benefits** shall be payable to an employee who:
 - (i) is laid off on account of lack of work subject to the conditions set forth in Section 23.03(d), and
 - (iii) has accumulated at least 365 calendar days of continuous **service at the day of their** lay-off in accordance with the regulations set forth in Appendix III of this Agreement and

Article 23.03(a) (continued)

- (iii) has worked at least 1600 hours, exclusive of overtime, within the 365 calendar days immediately preceding the date of their lay-off. Time lost as a result of accident or illness in the plant accepted as compensable by the Workers' Compensation Board of British Columbia will be considered as time worked for the purpose of this provision 23.03(a)(iii), and
 - (iv) meets the other conditions set forth in this Section 23.03.
- (b) **Supplemental Employment Benefits shall** not be payable to an employee for any absence from work for any reason other than a lay-off on account of lack of work, or an authorized absence as outlined in Section 12.02(b)(i) and 12.02(b)(ii).
- (c) To qualify for Supplemental Employment Benefits in any week, the laid-off employee shall:
- (i) have completed one week of lay-off following the initial **date of their lay-off** (this waiting period shall apply only in **the case of their first** lay-off during the calendar year), and
 - (ii) be eligible **for** and have received **Employment Insurance Commission** benefits in that week, and
 - (iii) nor have refused any callback to work by the Company in accordance with the provisions of Section **9.08(a)** of Article 9 (Seniority) of this Agreement, and

Article 23.03(c) (continued)

- (iv) apply to the Company and furnish the necessary proof of eligibility for the benefits in the manner which the Company shall determine.

Note: For the purpose of this Section 23.03, a week means a period of seven consecutive days, commencing on and including Sunday.

- (d) An employee who is laid off on account of lack of work, and who is eligible for **Employment** Insurance Benefits, may be eligible for Supplemental **Employment** Benefits if **their lay-off** is for some reason other than the following:
 - (i) A strike, slowdown stoppage of work or other labour dispute involving any employee or employees in Kitimat Works; or,
 - (ii) A strike, slowdown, stoppage of work, or other labour dispute other than a lock-out, involving employees of Alcan Smelters and Chemicals Ltd. at any location; or,
 - (iii) A strike, slowdown stoppage of work or other labour dispute involving employees of any company associated with Alcan Smelters and Chemicals Ltd. or employees of public carriers or public utilities or employees in the coal or petroleum industry, which results in the lay-off of one or more employees in Kitimat Works; or

Article 23.03(d) (continued)

- (iii) Regulations or controls established by law, ordinance, or decree affecting materials, supplies or production of Kitimat works.
- (e) A laid-off employee who has met the requirements of Section 23.03(a), (b) and (c) above on the date of their lay-off and who continues to meet them in each week of their lay-off shall be eligible for Supplemental Employment Benefits as follows:
 - (i) If the laid-off employee has met the continuous service requirements of Section 23.03(a) above but has less than five years of continuous service on the date of their lay-off in accordance with the regulations set forth in Appendix III of this Agreement, they shall be eligible for benefits of forty-five dollars (\$45) per week for a maximum of 28 weeks of any one lay-off provided that no such employee shall collect benefits for more than 28 weeks within the 52 week period immediately following the date of their lay-off from a regular job. or
 - (ii) If the laid-off employee has five or more years of continuous service on the date of their lay-off in accordance with the regulations set forth in Appendix III of this agreement they shall be eligible for benefits of sixty dollars (\$60) per week for a maximum of 42 weeks of any one lay-off provided that no such employee shall collect benefits for more than 42 weeks within the 52 week period immediately following the date of their lay-off from a regular job.

- (f) **A laid-off employee who has met the requirements of Section 23.03(a), (b), (c)(iii) and (c)(iv), who has not been reemployed and who has applied for E.I., shall be eligible for a Special Supplemental Employment Benefit of four hundred twenty-four dollars (\$424) per week during the period commencing with the first day of the employee's E.I. waiting period and terminating on the day the employee becomes eligible for Supplemental Employment Benefits under Section 23.03(e).**

A laid-off employee shall be eligible to receive Special Supplemental Employment Benefits for a maximum period of two (2) weeks for any one (1) lay-off.

- (g) **When management reorganizes or eliminates a department, they will:**

(i) **Prior to the actual change, notification will be given to the union explaining the nature of the change, the employees affected, and how the work will be done;**

(ii) **Where there is sufficient change in a job, the pertinent information will be turned over to the Job Evaluation Committee, the Committee will review the wage rate, and where appropriate, recommend adjustments to the wage rate.**

23-LU-#1 Contracting Out Committee

23-LU-#2 Supplemental Employment Benefits Plan

23-LU-#3 Live Transmission Work

Article 24 - TECHNOLOGICAL CHANGE

24.01 The Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off or permanently demoted or whose jobs are devalued as a direct consequence of technological change and the Union undertakes not to impede in any way the implementation of any specific change.

24.02 For the purpose of this Agreement, a technological change shall be defined as the automation of equipment or the mechanization or automation of duties, which adversely affects any employee in a department through lay-off or demotion from, or devaluation of, their present job classifications. Lay-off or demotion of employees or devaluation of their job classifications as a consequence of other reasons, which shall include, but are not limited to, product obsolescence, market shift, depressed business conditions, relocation or reassignment of equipment or personnel, resource depletion or failure of raw material delivery shall not be deemed to be technological change.

24.03 In order to lessen the effects on employees who are adversely affected directly as a result of technological change, it is agreed that:

- (a) The Company shall give the Union as much advance notification of a technological change as is practical. Additionally the Company shall notify the Union not less than ninety (90) days in advance of a change in the manner in which work is organized, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated, and the anticipated date on which the change will take place.

Article 24.03 (continued)

- (b) Any employee having three (3) or more years of continuous service who changes job classifications as a direct consequence of technological change or work reorganization shall be eligible to receive training required for a job claimed in accordance with 9.01(e) and Appendix VIII.
- (c) Any employee who is demoted as a direct consequence of technological change or work reorganization shall be eligible for the benefits of Wage Rate Retention subject to the provisions of Section 23.02.
- (d) Any employee whose job classification is devalued as a direct consequence of technological change or work reorganization shall be eligible for the benefits of earnings protection subject to the provisions of Appendix V, Section 8.
- (e) It is understood that the provisions of Article 9 (Seniority) cover demotions or lay-offs caused by a technological change or work reorganization.

24.04

- (a) Severance Allowance shall be payable to an employee who:
 - (i) Is laid off as a direct consequence of technological change as defined in Section 24.02, or is laid off as a direct consequence of a work reorganization, provided that the lay-off is not a consequence of other reasons, which shall include, but are not limited to, product obsolescence, market shift, depressed business conditiong relocation or reassignment of equipment or personnel to other locations,

Article 24.04(a) (i) (continued)

resource depletion or failure of raw material delivery,
and

- (ii) has accumulated at least three (3) years of continuous service at the day of his lay-off in accordance with the regulations set forth in Appendix III of this Agreement.
- (b) Severance Allowance shall be computed on the basis of forty (40) hours pay at the employee's regular basic wage rate at the date of lay-off for each year of continuous service accumulated by the employee, the maximum Severance Allowance being eight hundred (800) hours pay.
- (c) Severance Allowance shall be paid to an employee, who has been laid off and who has NOT subsequently been rehired, at the choice of the employee, either
- (i) at the date on which the employee has exhausted all Supplemental Employment Benefits to which they are entitled under Section 23.03 and all E.I. benefits and on condition that they accept the termination of their continuous service and employment on that date, or
 - (ii) at any time during which their continuous service is maintained according to Section 9.08 and Appendix III of this Agreement and on condition that they accept the termination of their continuous service and employment on that date.

24-LU-#1 Job Security

Article 25 - KEMANO PROVISIONS

25.01 Effective 1 August 2000 employees employed at the Kemano camp site shall receive a special camp premium of **\$4.50** an hour for all hours worked, and shall continue to receive the premium as long as they remain continuously employed at the Kemano camp site. The Kemano premium shall not be subject to increase in amount as a consequence of hours worked at overtime or any other multiple time rate. This camp premium is the only **one applicable to camp employees** excluding the 8 hour statutory holiday premium, overtime and night shift premium should **camp employees be scheduled to work night shift.**

25.02 Employees shall receive a special premium of an hour for all hours worked in Kildala West Tahtsa Kenny Dam and /or Skins Lake Spillway provided the employee is required to stay overnight

25.03 Effective 1 August 2000 a Kitimat employee shall receive the camp premium of **\$4.50** an hour for all hours worked at the Kemano amp site.

25-LU-#1 Kemano Boat Crew and Engineer's Wage Rate

25-LU-#2 K - J o b Transfers

25-LI-#1 Temporary Placement in Kitimat

Article 26 -MISCELLANEOUS PROVISIONS

26.01 It shall be the responsibility of the employee to keep their immediate Supervisor informed at all times of their current address and nearest telephone number.

26.02 The Company agrees that a section of each bulletin board in the Company's plant at Kitimat and Kemano shall be made available to the Union for the posting of non-controversial notices. Such notices shall be delivered to the Human Resources Manager or delegate for approval and subsequent posting by the Company. In Kitimat seven (7) of these bulletin board shall be of an enclosed nature.

26.03 An employee's earnings shall be maintained for time spent on training courses, lectures conferencea or Union-Company committee meetings. if given on Company time and the employee's attendance is required by the Company or provided for in the Collective Agreement. Maintenance of earning wherever used throughout this Collective Agreement, shall mean payment by the Company to the extent of the loss of total earnings of each of the employees concerned, for regularly scheduled working hours not worked by virtue of attendance at such functions.

26.04 The Company shall supply the Union each month with a Job and Rate Summary Sheet.

26.05 Management will announce all new job classifications. Such announcements will be made in a timely manner.

Ankle 26 (continued)

26.06 Management will permit the Union to establish permanent bulletin boards at mutually agree locations at each plant gate, two (2) located in the Kemano Powerhouse and one (1) in Kemano's outside shops.

26.07 In order to streamline ~~changes~~ to pay rates and premiums, all changes will take ~~place~~ at the start of a pay period.

26-LU-#1 Employees Reviewing Their Files

26-LU-#2 First Aid Attendants Training

26-LU-#3 Joint Benefit Committee

26-LI-#1 Retirees' Current Mailing Address

Article 27 - TERM OF AGREEMENT

27.01

- (a) Except as otherwise specified all the provisions of this Agreement shall be implemented on 24 July 1999.
- (b) Subject to the provisions of sub-section (a), this Agreement shall be effective on and from 24 July 1999 to and including 23 July 2002, and thereafter from year to year, unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is made by either party to the other party during the period beginning on 24 March of any year, **commencing the year 2002**, and ending 24 April of the same year.

27.02 By agreement of the parties hereto, the provision of sub-section (2) and (3) of Section 50 of the Labour Relations Code of British Columbia are specifically excluded.

27.03 Within five (5) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signatures hereto.

On behalf of:

ALCAN SMELTERS AND CHEMICALS LTD.

Gilles Bouchard

Kevin Finn

Larry Kozoris

Bob McLeod

Michael Schuster

Don Timlick

On behalf of:

CANADIAN AUTOMOBILE WORKERS, LOCAL NO. 2301

Rick Belmont

Ken Dagg

Al Sisson

Ross Slezak

Debbie Soltau

Gary Warren

National Representative, Joanne Hannah

Len Ruel

CLA COST OF LIVING ALLOWANCE

1. Effective 24 July 2000 and terminating 22 July 2001, a Cost of Living Allowance (C.O.L.A) formula will apply for each employee covered by this Collective Agreement
2. Payments generated by the C.O.L.A formula shall be paid for all compensated hours.
3. The C.O.L.A. calculation shall be based on the Consumer Price Index for Canada All Items, 1986 = 100, published by Statistics Canada (hereinafter referred to as C.P.I.)
4. The C.O.L.A payment shall be equal to one cent (**1¢**) per hour for each 0.084 point rise in the C.P.I. as hereinafter determined, adjusted downward to the nearest tenth of a cent.
5. The calculation of the C.O.L.A. and timing of payment shall be as follows:

C.O.L.A. (5) (continued)

- (a) The C.O.L.A. payable from 24 July 2000 to 15 October 2000 shall be calculated on the difference between the C.P.I. for June 2000 and 104% of the C.P.I. for March 2000 provided that the C.P.I. for June 2000 is the greater of the two values.

- (b) The C.O.L.A. payable from 16 October 2000 to 7 January 2001 shall be calculated on the difference between the C.P.I. for September 2000 and 104% of the C.P.I. for March 2000 provided that the C.P.I. for September 2000 is the greater of the two values.

- (c) The C.O.L.A. payable from 7 January 2001 to 15 April 2001 shall be calculated on the difference between the C.P.I. for December 2000 and 104% of the C.P.I. for March 2000 provided that the C.P.I. for December 2000 is the greater of the two values.

- (d) The C.O.L.A. payable from 16 April 2001 to 22 July 2001 shall be calculated on the difference between the C.P.I. for March 2001 and 104% of the C.P.I. for March 2000 provided that the C.P.I. for March 2001 is the greater of the two values.

C.O.L.A (continued)

- (e) There shall be no reduction of the C.O.L.A. due to a decline of the C.P.I. during a measuring period.

- 6. In the event that Statistics Canada does not issue the C.P.I. on or before the beginning of periods referred to in clause 5, any pay adjustments required shall be made at the beginning of the first pay period after publication of the C.P.I., and shall be retroactive to the commencement of the appropriate period. In the event that a retroactive adjustment is made by statistics Canada to the C.P.I., it is agreed that the C.O.L.A. already paid to employees will not be adjusted retroactively.

- 7. In the event mat a Cost of Living Allowance is generated under point 5 above, then the basic hourly wage rates set out in Appendices 1 and 11 and in Letters of Understanding 25-~~LU-#1~~ and APP I-~~LU-#1~~ will be increased by the hourly allowance of the Cost of Living Allowance at each quarterly calculation.

- 8. Effective 23 July 2001 and terminating 21 July 2002, a Cost of Living Allowance (C.O.L.A) formula will apply for each employee covered by this Collective Agreement

- 9. Payments generated by the C.O.L.A formula shall be paid for all compensated hours.

C.O.L.A (continued)

10. The C.O.L.A. calculation **shall be** based on the Consumer Price Index for Canada **All Items**, 1986 = 100, published by Statistics Canada (hereinafter referred to as C.P.I.)

11. The C.O.L.A payment shall be equal to one cent (**1¢**) per hour for each 0.084 point rise in the C.P.I. as hereinafter determined, adjusted downward to the nearest tenth of a cent.

12. The calculation of the C.O.L.A and timing of payment shall be as follows:
 - (a) The C.O.L.A. payable from 23 July 2001 to 14 October 2001 shall be calculated on the difference between the C.P.I. for June 2001 and 104% of the C.P.I. for March 2001 provided that the C.P.I. for June 2001 is the greater of the two values.

 - (b) The C.O.L.A payable from 15 October 2001 to 6 January 2002 shall be calculated on the difference between the C.P.I. for September 2001 and 104% of the C.P.I. for March 2001 provided that the C.P.I. for September 2001 is the greater of the two value.

C.O.L.A (continued)

- (c) The C.O.L.A. payable from 7 January 2002 to 14 April 2002 shall be calculated on the difference between the C.P.I. for December 2001 and 104% of the C.P.I. for March 2001 provided that the C.P.I. for December 2001 is the greater of the two values.
- (d) The C.O.L.A. payable from 15 April 2002 to 21 July 2002 shall be calculated on the difference between the C.P.I. for March 2001 and 104% of the C.P.I. for March 2002 provided that the C.P.I. for March 2002 is the greater of the two values.
- (e) There shall be no reduction of the C.O.L.A. due to a decline of the C.P.I. during a measuring period.

13. In the event that Statistics Canada does not issue the C.P.I. on or before the beginning of periods referred to in clause 12. any pay adjustments required shall be made at the beginning of the first pay period after publication of the C.P.I., and shall be retroactive to the commencement of the appropriate period. In the event that a retroactive adjustment is made by statistics Canada to the C.P.I., it is agreed that the C.O.L.A. already paid to employees will not be adjusted retroactively.

C.O.L.A. (continued)

14. In the event that a Cost of Living Allowance is generated under point 12 above, then the basic hourly wage rates set out in Appendices I and II and in Letters of Understanding #25-LU-#1 and APP ~~I-LU-#~~ 1 will be increased by the hourly allowance of the Cost of Living Allowance at each quarterly calculation.

BASIC HOURLY WAGE RATE

Job Class	Effective 27 July '98	Effective 26 July '99	Effective 24 July '00		Effective 23 July '01	
6	21.591	21.807	22.025		22.245	
7	21.769	21.987	22.207		22.429	
8	21.944	22.163	22.384	P	22.608	P
9	22.122	22.343	22.567	L	22.792	L
10	22.295	22.518	22.743	U	22.970	U
11	22.473	22.698	22.924	S	23.153	S
12	22.732	22.959	23.189		23.421	
13	22.995	23.225	23.457		23.692	
14	23.262	23.495	23.730		23.967	
15	23.538	23.773	24.010		24.250	
16	23.819	24.057	24.298		24.541	
17	24.102	24.343	24.587		24.832	
18	24.401	24.645	24.891		25.140	
19	24.704	24.951	25.201	C	25.453	C
20	25.017	25.267	25.520	O	25.775	O
21	25.334	25.587	25.842	L	26.100	L
22	25.663	25.920	26.179	A	26.441	A
23	26.003	26.263	26.526		26.791	
24	26.343	26.606	26.872		27.141	

Journeyman Rates

<u>TRADES GROUP</u>	<u>Effective 27 July '98</u>	<u>Effective 26 July '99</u>	<u>Effective 24 July '00</u>	<u>Effective 23 July '01</u>
3	27.609	28.037	28.317	28.600
2	27.976	28.407	28.691	28.978
1	28.160	28.593	28.879	29.168

Apprentice Rates

For each in which Apprenticeship is or may be required by the Company

- (a) **the basic hourly wage rate established for the first term of Apprenticeship, or its equivalent, shall be the wage rate established for Job Class 10, and**
- (b) the basic hourly wage rate established for Term 6 of a 3 year Apprenticeship and for Term 8 of a 4 or 5 year Apprenticeship or their equivalents, shall be 90 percent of the basic hourly wage rate established for Trade Journeyman in that trade and
- (c) where an Apprenticeship, or its equivalent, has more than 8 Term, the basic hourly wage for such additional terms shall be 100 percent of the basic hourly wage rate established for Trade Journeyman in that Trade, and
- (d) the basic hourly wage rate increment for each intermediate term of Apprenticeship, or its equivalent shall be based on a percentage of the difference between Job Class 10 and 90 percent of the wage rate of the Trade Journeyman in that trade as per the following schedule of percentage of the difference.

Apprentice Rates(d) (continue)

3 Year Apprenticeships

Terms Terms

2 & 3 4 & 5

14.33% 23.78%

3 1/2 Year Apprenticeships

Terms Term Term

2 & 3 4 5,6 & 7

12.54% 13.84% 20.36%

4 & 5 Year Apprenticeships

Terms Terms

2,3 & 4 5,6 & 7

10.75% 16.94%

APPRENTICERATES

Group	Term	Effective 27 July '98	Effective 26 July '99	Effective 24 July '00	Effective 23 July '01
3	1	22.295	22.518	22.743	22.970
3	2	22.662	22.907	23.136 P	23.367 p
3	3	23.028	23.296	23.529 L	23.764 L
3	4	23.634	23.939	24.181 U	24.423 U
3	5	24.242	24.585	24.833 S	25.082 S
3	6	24.848	25.233	25.485	25.740

APPRENTICERATES

<u>Group</u>	<u>Term</u>	<u>Effective</u> <u>27 July '98</u>	<u>Effective</u> <u>26 July '99</u>	<u>Effective</u> <u>24 July '00</u>		<u>Effective</u> <u>23 July '01</u>	
2	1	22.295	22.518	22.743	C	22.970	
2	2	22.708	22.955	23.184	O	23.416	O
2	3	23.122	23.392	23.625	L	23.862	
2	4	23.807	24.117	24.357	A	24.602	A
2	5	24.492	24.842	25.089		25.342	
2	6	25.178	25.566	25.822		26.080	
2	1	22.295	22.518	22.743	P	22.970	P
2	2	22.658	22.897	23.126	L	23.357	L
2	3	23.019	23.276	23.509	U	23.744	U
2	4	23.418	23.698	23.935	S	24.174	S
2	5	24.005	24.319	24.562		24.807	
2	6	24.591	24.940	25.449		25.440	
2	7	25.178	25.566	25.822		26.080	
2	1	22.295	22.518	22.743	C	22.970	
2	2	22.606	22.846	23.074	O	23.304	O
2	3	22.916	23.174	23.405	L	23.638	L
2	4	23.228	23.502	23.736	A	23.972	A
2	5	23.716	24.018	24.258		24.499	
2	6	24.204	24.534	24.780		25.026	
2	7	24.692	25.050	25.302		25.553	
2	8	25.178	25.566	25.822		26.080	

APPRENTICE RATES

Group	Term	Effective 27 July '98	Effective 26 July '99	Effective 24 July '00	Effective 23 July '01
I	1	22.295	22.518	22.743	22.970
I	2	22.624	22.864	23.092	23.323
I	3	22.951	23.210	23.441	23.676
I	4	23.279	23.556	23.790	24.029
I	5	23.796	24.101	24.340	24.585
I	6	24.314	24.646	24.890	25.141
I	7	24.830	25.191	25.440	25.697
I	8	25.345	25.734	25.991	26.251
				P	P
				L	L
I	1	22.295	22.518	22.743	22.970
I	2	22.624	22.864	23.092	23.323
I	3	22.951	23.210	23.441	23.676
I	4	23.279	23.556	23.790	24.029
I	5	23.796	24.101	24.340	24.585
I	6	24.314	24.646	24.890	25.141
I	7	24.830	25.191	25.440	25.697
I	8	25.345	25.734	25.991	26.251
I	9	28.160	28.593	28.879	29.168
I	10	28.160	28.593	28.879	29.168

APP II-LU-#1 Lagger

APP II-LU-#2 Pressure Welders

APP II-LU-#3 Certificate for Specific Trades

APPENDIX III

REGULATIONS GOVERNING THE STATUS OF EMPLOYEES AND THE COMPUTATION OF THEIR CONTINUOUS SERVICE

1. Continuous service wherever it appears in this Agreement shall be interpreted to mean Company seniority.
2. If an employee is absent without approval for a period of **seven working days**, **their** employment shall be terminated as of the **seventh** day. Their absence will be considered as a voluntary separation or a "quit without notice". Such termination and the reason therefore shall be duly recorded on their service record. The Company will, prior to termination, advise the Union of an employee who is subject to termination in accordance with this Paragraph.
3. Employment shall also be terminated:
 - (a) After an employee's approved absence has lasted one year,
 - (i) they are not on approved absence greater than one (1) year; and
 - (ii) an extension has not been granted in writing by the Company;
 - (b) When an employee has repeatedly failed to report for duty, provided **they have** been given, and failed to observe, a preliminary warning in writing. Such termination shall be effective on the date a written notice of termination is handed to the employee or mailed to them at **their** recorded address.

Appendix III (continued)

- (c) When a laid-off employee fails to return to work or give satisfactory explanation therefore, or after the expiration of the time extension provided in Section 9.08(a), after a recall has been issued.
- (d) When an employee quits, resigns or is discharged for cause.

4. On the first day of the month ~~after~~ reaching retirement age. ~~(65~~ years), every employee will ~~auto~~matically cease to be employed, but the Company may ~~reemploy~~ an individual over retirement age on a temporary basis.

APPENDIX IV (b)

CANADIAN SKILLED TRADES COUNCIL

Management agrees to deduct Canadian Skilled Trades Council Dues as may be adopted by the Canadian Skilled Trades Council upon receiving written notice from the Union.

The first deduction to be made from the employee from the first pay after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) months work in that calendar year.

The Union agrees to indemnify the Company and to hold it harmless against any claims which may arise in consequence of the Company's complying with this provision.

APPENDIX V

REGULATIONS GOVERNING WAGE RATE
AND JOB EVALUATION
ADMINISTRATION

1. The Company may add new jobs to Appendix I in the manner prescribed in Paragraph 5 below and agrees to apply the relevant basic hourly wage rates to such jobs in accordance with the Kitimat Works Job Evaluation System.

2. The description and/or evaluation of any job contained in Appendix 1 shall at the option of the Company or the Union be subject to review in the manner prescribed in Paragraph 6 or Paragraph 7 below.

3. The Company shall furnish the Union with a copy of the job evaluation form containing the description and evaluation of each job in Appendix 1. For unevaluated basic hourly wage rates established according to Paragraph 9 below, the description only shall be furnished by the Company to the Union. The Union recognizes and agrees that each such job evaluation form is written and intended to set forth the general duties and requirements of the job and does not in any sense restrict the right of the Company to assign duties to the employees other than those specifically mentioned in the description of the job, it being understood that if the assignment of such duties changes the job content sufficiently to change the description and/or evaluation of the job, the description and/or evaluation of the job in question shall be reviewed and in such case the provisions of either Paragraph 1 or 2 above shall apply.

4.

- (a) A Joint Job Evaluation Committee shall be maintained by the Company and the Union. The said Committee shall consist of four members, two representing the Company and two representing the Union.
- (b) The Company and the Union **each shall furnish the other with** a list of the names of employees **authorized** by them to act as their representatives on the Joint **Job Evaluation Committee.**
- (c) The Company and the Union may alternate their representatives on the Joint Job Evaluation Committee as each sees fit, providing the four members of the Committee who are action as such at any one time are employees of the Company whose names have been previously furnished by the Company and the Union to each other in writing.

Appendix V 4 (continued)

- (d) The Union representatives on the Joint Job Evaluation Committee may be permitted such time away from their duties as is reasonable to enable them to investigate jobs, and their earnings shall be maintained provided that the total of all such time does not exceed 160 hours for the first four months from the date of the signing of the Agreement and 100 hours each month thereafter. Such investigation may include observing and where necessary, speaking to job incumbents and generally carrying out the review referred to in the preceding Paragraphs, provided that such investigation shall be performed by the Committee as a whole and at times and under conditions established by the Company. To enable the Union to validate job content changes on jobs which it intends to request reviews on according to Paragraph 6 below, one representative each of the Company and Union Joint Job Evaluation Committee will jointly investigate such job content changes in the manner prescribed in the preceding sentence of this Paragraph. Employees acting on the Joint Job Evaluation Committee shall first arrange with and obtain permission from their immediate superior for the necessary time away from their regular work to attend such meetings and such permission shall not be unreasonably withheld.
- 5. When the Company wishes to add a new job to Appendix I, the following procedure shall be followed:
 - (a) The Company will institute the job and apply the relevant basic hourly wage rate to it, effective the date of institution.

Appendix V 5 (continued)

- (b) Within ten days after it has instituted the job, the Company will prepare a job evaluation form containing the tentative description and evaluation of the job which it will submit to the Union.
- (c) **During the 60-day period following the date of institution the description and evaluation of the job will be considered as being tentative and during the said period the Company shall call a meeting of the Joint Job Evaluation Committee for the purpose of investigating the job** and reviewing, and, if necessary, revising the **description** and/or evaluation of the **job in question.**
 - (i) Upon agreement being reached by the Joint Job Evaluation Committee, **on a job description, that** description shall be **initialed by the Company and** Union representatives on **the** said Committee.
 - (ii) Upon agreement being reached by the Joint Job Evaluation Committee, on the evaluation the job evaluation form will be signed in triplicate by the Company and Union representatives on the said Committee.
 - (iii) One copy of the form will be retained by the Union and the other two will be submitted to the Human Resources Manager or delegate for Company approval.
 - (iv) Upon receiving Company approval one copy of the form signed by the Human Resources Manager, or delegate, will be sent to the Union.

- (v) If agreement is not reached between the Company and the Union representatives on the Joint Job Evaluation Committee, they till each sign separate statements in duplicate listing the factor or factors or portion of the description on which they are in disagreement and giving the reasons therefore, provided that disagreement on the description concerns itself **only** with whether the job has been correctly described and not as to whether a job duty may or may not be included in the job description. Such statements shall be submitted by the Union to the Company and by the Company to the Union within seven days of the date of the letter from the Company establishing the description and evaluation in accordance with the provisions of Paragraph 5(e).

- (d) Upon the description and evaluation of the job receiving Company approval, the Company shall forthwith establish the job and apply the relevant basic hourly wage rate to it which shall be retroactive to the date of institution, provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the job is established by the Company.

- (e) If no agreement is reached by the Joint Job Evaluation Committee within 14 days from the date the Company called a meeting of the said Committee as specified in subparagraph (e) of this Paragraph, or if no such meeting takes place, the Company shall, upon the expiration of the said 14 days, so notify the Union in writing and shall, subject to the provisions of Section 7.09(b) of this Collective Agreement, forthwith establish the description and evaluation which the Company considers is consistent with the Kitimat Works Job Evaluation System and shall apply the relevant basic hourly wage rate to the job which shall be retroactive to the date of institution, provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the said description and evaluation are established by the Company.

6. If the Union alleges that there has been a sufficient change in the job content of a job contained in Appendix I to change the description and/or evaluation and said job, the Union may request the Company to review and revise the description and/or evaluation of the said job in question, in which case the following procedure shall be followed:

- (a) The Union shall submit its request in writing to the Human Resources Manager of the Company, which request will state insofar as the Union is aware:
 - (i) The nature of the alleged change in job content, and
 - (ii) The factor or factors which the Union considers have been affected by the alleged change in job content, and

Appendix V 6(a) (continued)

- (iii) The Union's reasons therefore.
 - (iv) For the purpose of this Paragraph a change in job content shall be defined as: addition or deletion of job duties, or change in job content mix, or change in conditions surrounding the job, or a change which affects the evaluation as provided for under the "Protective Equipment" part of the Hazard Factor or the "Working Conditions Factor Assessment" of the Working Conditions Factor of the Job Evaluation Plan.
- (b) Upon receipt of the Union's request, the Company shall within ten days call a meeting of the Joint Job Evaluation Committee for the purpose of investigating the job and reviewing and, if necessary, revising the description and evaluation of the job in question.
- (i) Upon agreement being reached by the Joint Job Evaluation Committee on the job description, that job description shall be initialled by the Company and Union representatives on the said Committee.
 - (ii) Upon agreement being reached by the Joint Job Evaluation Committee on the evaluation, the job evaluation form will be signed in triplicate by the Company and Union representatives of the said committee.
 - (iii) One copy of the form will be retained by the Union and the other two will be submitted to the Human Resources Manager, or delegate, for Company approval.

- (iv) Upon receiving Company approved one copy of the form signed by the Human Resources Manager, or delegate, will be sent to the Union.
- (v) **If agreement is not reached between the Company and the Union representatives on the Joint Job Evaluation Committee, they will each sign separate statements in duplicate listing the factor or factors or portion of the description or date of retroactivity on which they are in disagreement and giving the reasons therefore provided that the disagreement on factors can only occur if said factors have been affected by the change in job content and provided that disagreement on the description concerns itself only with whether the job has been correctly described and not as to whether a job duty may or may not be included in the job description. Such statements shall be submitted by the Union to the Company, and by the Company to the Union within seven days of the date of the letter from the company establishing the description and evaluation in accordance with the provisions of Paragraph 6(d).**
- (a) Upon the revised evaluation of the job receiving Company approval. the Company shall forthwith apply the relevant basic hourly wage rate to the job in accordance with the Kitimat Works Job Evaluation System, and such basic hourly wage rate shall be retroactive to the date on which the job content changes affected the evaluation. This shall not go beyond the date of the previous review or revision whichever is the later date. Provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the Joint Job

Appendix V 6 (c) (continued)

Evaluation Committee agrees to the revised evaluation, and will be payable on approval by the Company of the revision.

- (d) If no agreement is reached by the Joint Job Evaluation Committee within 14 days from the date the company called a meeting of the said Committee as specified in subparagraph (b) of this Paragraph, or if no such meeting takes place, the Company shall upon the expiration of the said 14 days so notify the Union in writing, and subject to the provisions of Section 7.09(b) of this Collective Agreement the Union's request shall be deemed to be abandoned and the Union shall have no right again to request the Company to review and revise the description and evaluation of the job in question with respect to the same alleged change in job content, however said alleged change in job content may again be reviewed when a subsequent **different** alleged change in job content request is made by the Union on said job, but retroactivity for the alleged first change in job content would only go back to the applicable date in the subsequent request.

7. If the Company considers there has been a sufficient change in job content of a job contained in Appendix: I to change the description and/or evaluation of the said job, the following procedure shall be followed:

- (a) The Company will send a notification to the Union that it intends to change the description and/or evaluation of the job in question and the notification will state insofar as the Company is aware:
 - (i) the change in job content, and

Appendix V 7(a) (continued)

- (ii) the factor or factors which the Company considers have been affected by the change in job content and
 - (iii) the Company's reasons therefore.
 - (iv) For the purpose of this Paragraph a change in job content shall be defined as: addition or deletion of job duties, or change in job content mix, or change in conditions surrounding the job, or a change which affects the evaluation as provided for under the "Protective Equipment" part of the Hazard Factor or the "Working Conditions Factor Assessment" of the Working Conditions Factor of the Job Evaluation Plan.
- (b) The Company shall within ten days of such notification call a meeting of the Joint Job Evaluation Committee for the purpose of investigating and reviewing and amending the description and/or evaluation as necessitated by the change in job content.
- (i) Upon agreement being reached by the Joint Job Evaluation Committee, on a job description, that job description shall be initialed by the Company and Union representatives on the said Committee.
 - (ii) Upon agreement being reached by the Joint Job Evaluation Committee, on the evaluation the job evaluation form will be signed in triplicate by the Company and Union representatives on the said committee.

Appendix V 7(b) (continued)

- (iii) One copy of the form will be retained by the Union and the other two will be submitted to the Human Resources Manager or delegate for Company approval.
- (iv) Upon receiving Company approval one copy of the form signed by the Human Resources Manager, or delegate, will be sent to the Union.
- (v) If agreement is not reached between the Company and the Union representatives on the Joint Job Evaluation Committee, they will each sign separate statements in duplicate listing the factor or factors or portion of the description or date of retroactivity on which they are in disagreement and giving the reasons therefore provided that the disagreement on factors can only occur if said factors have been affected by the change in job contents and provided that disagreement on the description concerns itself only with whether the job has been correctly described and not as to whether a job duty may or may not be included in the job description. Such statements shall be submitted by the Union to the Company and by the Company to the Union within seven days of the date of the letter from the Company establishing the description and evaluation in accordance with the provisions of Paragraph 7(d).
- (c) If the revised evaluation of a job is amended in the manner provided for in subparagraph (b) of this Paragraph, the Company shall forthwith apply the relevant basic hourly wage rate to the job in accordance with the Kitimat Works Job Evaluation System and such basic hourly wage rate shall

Appendix 7(c) (continued)

be retroactive to the date on which the job content changes affected the evaluation. This shall not go beyond the date of the previous review or revision whichever is the later date. Provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the Joint Job Evaluation Committee agrees to the revised evaluation and will be payable on approval by the Company of the revision.

- (d) If no agreement is reached by the Joint Job Evaluation Committee within 14 days from the date the Company called a meeting of the said Committee as specified in sub paragraph (b) of this Paragraph, or if no such meeting takes place, the Company shall, upon the expiration of the said 14 days, so notify the Union in writing and shall, subject to the provisions of Section 7.09(b) of this Collective Agreement, forthwith establish the description and evaluation which the Company considers is consistent with the Kitimat Works Job Evaluation System and shall apply the relevant basic hourly wage rate to the job which shall be retroactive to the date of notification, provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the said description and evaluation are established by the Company.

Appendix V (continued)

8. Whenever there is a reduction in a basic hourly wage rate as a result of the evaluation of a job having been reviewed in the manner provided for in this Appendix the Company agrees that an employee with seniority who at the time is regularly employed on the job the basic hourly wage rate for which has been reduced shall not suffer any reduction in pay as long as they remain on that job. An employee shall be considered to have a "red-circle" rate when, for any reason, they retain a higher rate of pay than that shown in **Appendix I hereto for their** job classification. An employee having a "red-circle" rate shall not receive a wage increase until the basic hourly **wage rate** for the job **exceeds their** "red-circle" rate. If such an employee is absent from work because of an approved absence as defined in Appendix 111 of this Agreement, or is promoted demoted temporarily assigned or transferred to another job, except when transferred at their own request, the employee shall be entitled to resume their former rate if **they return** to their former job within three calendar months. If the employee is absent from work due to industrial or non-industrial injury or illness **they** shall be entitled to resume their former rate if **they return** to their former job within (twelve) 12 calendar months. In all other circumstances the rate for the job shall be paid.

9. Notwithstanding the provisions of Paragraph 1 of this Appendix the Company may establish unevaluated basic hourly wage rates for jobs not set forth in Appendix I of this Agreement. The Company shall notify the Union in writing whenever such a basic hourly wage rate is to be made effective, and furnish the Union with a job description for said unevaluated basic hourly wage rate which shall not be lower than the Base Rate.

Appendix V 9 (continued)

- (a) During the 60-day period following the date of institution the Union may disagree with the basic hourly wage rate instituted by the Company if the Union considers that a higher rate would result if the Job Evaluation Plan had been applied to the classification for which the Company has instituted the unevaluated basic hourly wage rate.
 - (i) To enable the Union to make the above determination, the Union may request that, one representative each of the Company and Union Joint Job Evaluation Committee jointly investigate the job content of the classification for which the Company has instituted the basic hourly wage rate
 - (ii) If the Union considers that a higher rate would result by applying the Job Evaluation Plan they will inform the Company to this effect within ten (10) days of the investigation as in (i) above, and submit to the Company an evaluation which it believes would result in the correct rate.
 - (iii) The Company will submit to the Union an evaluation for said classification if it does not agree with the Union's proposed evaluation.
 - (iv) If no agreement is reached on the wage rate, the Company and Union shall each sign and exchange separate statements in duplicate outlining their proposed evaluations and their reasons therefore.

Appendix V 9 (a) (continued)

- (v) Within fourteen (14) days after such statements have been exchanged the Company or the Union may refer the disagreement to be resolved as per Article 7.09(h).

10. Time limits mentioned in this Appendix refer to calendar days and may only be extended by mutual consent of the parties.

APPV-LU-#1 Job Evaluation Plan

APPENDIX VI

REGULATIONS GOVERNING TRADESPeOPLE AND APPRENTICES

1.

- (a) (i) A Joint Apprenticeship Committee will be maintained by management and the Union, the members of which shall be employees of the Company in Kitimat Works. The Committee will consist of six (6) members, three (3) of whom will represent management and three (3) who will represent the **Union**. One of the management representatives shall be Chairperson and one of the Union representatives shall be Secretary. **Apprenticeship Coordinator will also attend meetings as a resource person.**
- (ii) **The Committee shall meet, monthly, with dates** to be established by the Committee, and may also meet on an ad hoc basis at the request of either party.
- (b) Apprentices will be under the general direction of the Coordinator, and under the immediate direction of the supervisor of the department to which they are assigned. The Coordinator is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training as defined by the Committee. Before an Apprentice is retained on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation will be sent to the Coordinator. The explanation will be reviewed and recommendations made at the next Committee meeting.

Appendix VI I (b) (continued)

The supervisor under whom an apprentice receives immediate direction will make a report to the Coordinator, with copies to the Committee- members, on the work and progress of the apprentice every **rotation or at the end of each term**. The Committee will review the reports and make recommendation where appropriate.

2. The Joint Apprenticeship Committee will be responsible for:
 - (a) Determining the standard of qualifications which must be possessed by employees before they can be accepted into an established Apprenticeship or its equivalent in a given trade.
 - (b) Determining, in accordance with the provisions of Paragraph 7 of this Appendix, the suitability of a candidate to enter an established Apprenticeship or its equivalent, and so determining on the basis of a candidate's qualifications and of the recommendations of **their** department head if the candidate is already an employee of the Company, which term of an established Apprenticeship or its equivalent a successful candidate is qualified to enter.
 - (c) The performance of any other function in connection with the administration of the Apprenticeship Program which is decided upon by unanimous vote of all of the Committee members.

Appendix VI (continued)

3. If a majority of the Joint Apprenticeship Committee is unable **to reach** agreement on any matter before the Committee, the Chairperson and/or Secretary of the Committee may advance the disagreement to the Skilled **Trades Committee** for discussion.

4.

(a) It shall **be the Apprenticeship Committee's** policy to obtain the best candidate for prenticeship openings. Where there is not a significant difference between a present employee and a potential new hire, preference will be given to the present employee

If the company wishes to choose a potential new hire for an apprenticeship opening, the company will notify the Apprenticeship Committee before filling the opening.

(b) An employee shall have earning maintained as per Article 26.03 to write the required testing for the apprenticeship selection process.

An employee scheduled to work on a twelve (12) hour night shift immediately prior to and/or @mediately after the testing process shall be given the last eight (8) hours of the shift off with earnings maintained.

5. The following classifications are or shall be established for each trade in which Apprenticeship or its equivalent is or may be required by the Company, and also for an employee initially entering a given trade in Kitimat Works, either as a new hi or in accordance with the provision of Article 9 (Seniority) of this Agreement.

- (a) A **Trade** Journeyman if **their** total trade qualifications are at least equivalent to the standard currently established by the Company for a Trade Apprentice graduate or its equivalent in **their Trade**; or
 - (b) A Trade Apprentice or its equivalent with **their** initial classification in a specific term of Apprenticeship or its equivalent determined in accordance with **their** partial, if any, trade qualifications in their trade. This classification will be further subdivided into as many six months terms as are or may be established by the Company, as required, for an employee to receive complete Trade Apprentice or equivalent **training in the** skills of **their trade**.
6. An employee entering a given trade in Kitimat Works, in accordance with the provisions of Article 9 (Seniority) of this Agreement, shall be classified by the Company in specific job classification **which they last held in that trade unless their** current trade qualifications justify their reclassification in a more appropriate specific job classification.
7. At some time within the six months following the classification of an employee under the provisions of Paragraph 5 or 6 of this Appendix the appropriateness of such job classification will be reviewed by the Company and by the Joint Apprenticeship Committee, and the employee may be reclassified by the Company if their initially demonstrated trade qualifications so justify. The Company shall inform the employee of the decision within ten days of such review.

Appendix VI (continued)

8. If an employee with seniority is selected as an Apprentice an employee with seniority who has requested a transfer and has not been selected may invoke the provisions of Article 7 (Grievance Procedure) except that the grievance shall be submitted directly to Stage 2 and heard in accordance with Section 7.08(c).

9. Notwithstanding the provisions of Article 9 (Seniority) of this Agreement, the Company, with the agreement of the Joint Apprenticeship Committee, may offer trades training to local people in the Kitimat and Kemano communities by hiring them as Trades Apprentices.

10. A Trade Apprentice shall be indentured to the Company, and the Company will have general responsibility for the administration of the Apprenticeship Program.

11. No employee will be classified by the Company as a Trade Apprentice or its equivalent unless **they undertake to enter into and seriously pursue the established apprenticeship or its equivalent in their trade** in Kitimat Works.

12. The following is a statement of policy regarding apprenticeship training:

- (a) Apprentices entering the Apprenticeship Training Program with minimal prior experience associated with the trade which they are joining, will be afforded the opportunity, wherever possible, of receiving their theoretical trades training in appropriate classes when sponsored by the Apprenticeship and Employment Training Branch of the Ministry of Labour, British Columbia

- (b) Classes will be held in Kitimat when possible, but, where local Classes are not available, arrangements will be made in co-operation with the Government for Apprentices to attend appropriate classes given under government sponsorship elsewhere in British Columbia
- (c) The Company will supply to all Apprentices, free of charge, the prescribed texts for each year of their technical training. The texts will be those specified for all trades by an annually updated letter from the Ministry of Advanced Education and Job Training, Job Training Division, Ministry of Education, British Columbia, as "Prescribed or Mandatory Texts". **Additional recommended texts required for school will also be included upon approval by the Apprenticeship Committee.**
- (d) An employee who is accepted into an established apprenticeship or its equivalent by the Company shall be given the opportunity to obtain the practical and theoretical training required to qualify for an appropriate higher term. Progression from term to term shall require the employee to demonstrate that they have the trade qualifications to meet the practical and theoretical requirements of each successive term. The opportunity to obtain such practical and theoretical training shall be restricted only by limits set by operating requirements and by the reasonable availability of training course materials and instructors in the practical and **theoretical aspects of their trade as well as** classroom facilities.

Appendix VI I2 (continued)

- (e) An Apprentice will not be assigned to shift work until **they have** attained the final year of **their** apprenticeship unless a Journeyman, Tradesman or final year Apprentice is also assigned to the same shift. However, the assignment of earlier term Apprentices may be made in an emergency situation or where the Apprentice has special skills which qualify **them to** perform the assigned work.
- (f) An employee classified by the Company as a Trade Apprentice or its equivalent who fails to meet the requirements of a given term will be given a second opportunity to do **so** if they **so request**.
- (g) An employee classified by the Company as a Trade Apprentice or its equivalent who fails to meet the requirements of a given term in accordance with the provisions of paragraphs 12(d) and 12(f) in this Appendix, may be assigned by the Company to a job opening outside of **their** trade in accordance with the provisions of Article 9 (Seniority) of this Agreement.
- (h) After **their** successful completion of the established Apprenticeship or its equivalents **in their** trade in Kitimat Works, an employee, if they are subsequently assigned by the Company in their trade, will be classified as a Trade Journeyman.
- (i) The Company shall maintain an apprentice's earnings at their regular basic hourly rate to the of forty (40) hours in a week less any subsidy when an apprentice is required by the

Appendix VI 12 (i) (continued)

Company to attend an apprenticeship course. This maintenance of earnings will apply to time spent in classes plus reasonable travel time.

Subsidies indicated **above** shall be considered **to** be earnings for the purpose of determining vacation pay as outlined in Article 13.03.

- (j) Upon successful completion by an apprentice of the required apprenticeship course, the employee will be compensated for accommodation and travel directly related **to** the course work. Compensation will be at the following rates:

Accommodation - **\$125.00/week**
(while attending school)

Travel
Up to Prince George - **20 cents/km**
Prince George (round trip) - **\$260.00**
Beyond Prince George- **20¢/km (max \$320.00)**
(round trip)

Accommodation (beyond Prince George)
on eight hotel - **max \$90.00 each way**

Note: If apprentice elects to fly to Nanaimo or Victoria to attend trades school and the plane connection could not be made the same day, the hotel room in Vancouver will be reimbursed.

- 13. The Company** will not demote **Tradespeople as a direct** result of establishing Repairperson jobs.

Appendix VI (continued)

14. Company has available, for, current and future apprentices upon presentation of receipts a one time payment to average **\$500.00** per apprentice, for the purpose of assisting with the initial purchase of tools.

This matter shall be referred to the Apprenticeship Committee to resolve an appropriate distribution of this amount by trade.

15. The Company agrees to make available through a central location, specialized tools required by **the trades in the** performance of their duties at Kitimat/Kemano Works.

16. The Company agrees to provide a cash advance (minimum \$300, maximum \$650) upon the request of an apprentice scheduled to attend a theoretical trades training course. The apprentice will pay back the advance in approximately equal amounts over the four pay periods following the completion of the training.

17. Reasonable travel time will be outlined as follows, apprentices are expected to return to Kitimat as quickly as is reasonable and practical, thereby maximizing the opportunity to maintain earnings.

18. In those cases where an Apprentice has met the conditions in (17) above and still cannot maintain earnings, the Company will pay up to a tired amount as specified below:

School Location	Maximum Maintenance of Earnings
Terrace	Nil
Prince George and beyond	8 hours

Appendix VI (continued)

19. Apprentices using their own automobiles to travel beyond Prince George and who meet the conditions in (17) above and still cannot maintain earnings, will be granted up to a maximum of sixteen (16) hours of maintenance of earnings.

20. In addition, a Kemano apprentice may be granted up to eight (8) hours maintenance of earnings actually lost when traveling from Kemano to attend an apprenticeship course. They may be granted additional maintenance of earnings up to twenty-four (24) hours to compensate for earnings actually lost when traveling back to Kemano provided they:

- (1) Inform the Kemano Traffic Office prior to or on arrival in Kitimat and
- (b) keep the Kemano Traffic Office informed of their whereabouts and
- (c) hold themselves available to accept any alternative transportation arranged.

APP V1-LU-#1 Joint Skills Trade Mandate

APP V1-LI-#1 Tool Replacement Policy

APPENDIX VII CHOICE OF HOURS OF WORK

Without limiting the right of the Company to establish and apply crew shift schedules, both the Company and the Union recognizes that it is desirable to meet the wishes of groups of employees for changes in crew shift schedules.

In order to accomplish this objective the parties agree to the following provisions:

1. Where 75% of the affected employees in a particular operation or set of operations have seniority request permission to move to an alternate shift schedule which is acceptable to the Company, such new schedule shall be instituted for a trial period not to exceed 6 months.
2. The Company and the Union recognize that in order to permit such experimentation such a new schedule may require amendment to the Collective Labour Agreement and joint application to Government regulatory bodies and undertake to make such amendments and arrangements as may be necessary without delay for the duration of the experiment.
3. At the end of the trial period the Company and the Union shall meet to discuss the merits of continuing, modifying, or discontinuing any such new shift schedule.
4. For summer period only, where 75% of the affected employees in a particular operation or set of operations who have seniority request permission to move to an alternate shift schedule, and provide justification, all of which is acceptable to the Company, such new schedule shall be instituted for that period. (Summer period shall be from Victoria Day to Labour Day.)

APPENDIX VIII

LAY-OFF, BUMPING AND RECALL PROCEDURE

1. Assignments in Lieu of Lay-Off
 - (a) As an alternative to laying off an employee, the Company may assign an employee into any job opening within their department in accordance with the provisions of the Collective Labour Agreement
 - (b)** Where two or more job openings are available within a department and one or more employees in that department are subject to lay-off the employee with superior Company seniority shall have the right to choose the job to which they wish to be assigned, unless it can be demonstrated that the skills, competence, efficiency and qualifications of one of the employees concerned are appreciably greater. Upon being notified of the possibility of lay-off and the job openings available in the department, an employee shall have 24 hours in which to express their preference.
 - (c) An employee who refuses an assignment to a job opening **within their** department shall not be transferred to a job outside **their** department under Section 2 and shall not be entitled to exercise bumping rights under this Appendix.
 - (d) The rights of the Company and employees under Section 1 shall take priority over any other claim to a job opening under any other provision of the Collective Labour Agreement

2. **Transfers in Lieu of Lay-Off**

- (a) Assignments in lieu of lay-off ~~will be~~ made by the Company within a department before ~~transfers~~ in lieu of lay-off will be made by the Company from one department to another department
- (b) As an alternative to laying off an employee, the Company may transfer an employee into an job opening outside their department in accordance with the provisions of the Collective Labour Agreement.
- (c) Where two or more job openings are available within a department, and one or more employees from another department or departments are subject to lay-off, the employee with superior Company seniority shall have the right to choose the job to which they wish to be transferred, unless it can be demonstrated the skills, competence, efficiency and qualifications of one of the employees concerned are appreciably greater. Upon being notified of the possibility of lay-off and the job openings available within another department, an employee shall have 24 hours in which to express their preference .
- (d) An employee who refuses a transfer under Section 2 shall not **be entitled to exercise bumping rights under this Appendix.**
- (d) The rights of the Company and employees under Section 2 shall take priority over any other claim to a job opening under any other provision of the Collective Labour Agreement except Section 1 of this Appendix.

Appendix VIII (continued)

3. Bumping Rights

- (a) An employee who does not accept an assignment or transfer as described in Sections 1 and 2, is not entitled to exercise bumping rights. They must elect to either:
 - (i) accept lay-off or
 - (ii) convert from regular status to temporary status with Company seniority converted to temporary company seniority (es)" under Section 8.
- (b) Only employees with three (3) or more years of Company seniority may exercise bumping rights under Sections 4 and 5.
- (c) An employee may only bump into another department **if they** are not entitled to bump within **their own** department in accordance with the provisions of Section 4.
- (d) The trigger for exercising bumping rights shall be the hand delivery to the employee of written notice from the Company of the employee's lay-off.
- (e) The provisions of Appendix VIII shall apply to employees displaced through bumping.

4. Bumping Within a Department

- (a) An employee with bumping rights may either:

Appendix VIII 4(a) (continued)

- (i) bump into any job in their own department which they have held within the last nine (9) years provided they have the necessary skills, competence, efficiency and qualifications and the employee they are displacing has less Company seniority or
- (ii) bump into any job in their own department which requires no more than
 - Degree 2 in experience; or
 - Degree 3 in experience, subject to the proviso that no more than 25% of the active incumbents of any job classification with three or more active incumbents in their department may be bumped in this manner, or
 - bump any Learner 1 or Learner 2 incumbent who is in an established learner ladder, provided that they start at the Learner I level,
 - provided they have the necessary skills, competence, efficiency and qualification and the employee they are displacing has less Company seniority.
- (b) Notwithstanding the provisions of Section 4(a) the Company reserve the right to select to which of such jobs the employee may bump into. However, in doing so the Company shall, other things being equal, take into account the previous experience of the employee in the department.

5. Bumping Into Another Department

(a) In bumping into another department, an employee with bumping rights may either:

(i) bump into any job they have held within the last nine (9) years, provided they have the necessary skills, competence, efficiency and qualifications and the employee **they** are displacing has less Company seniority; or

(ii) bump into any job in another department which requires no more than

Degree 2 in experience; or

Degree 3 in experience, subject to the proviso that no more than 25% of the active incumbents of any job classification with three or more active incumbents in any department may be bumped in this manner; or

bump any Learner 1 or Learner 2 incumbent who is in an established learner ladder, provided that **they start** at the Learner 1 level,

provided they **have the** necessary skills, competence, efficiency and qualifications and the employee they are displacing has less Company seniority.

- (b) Notwithstanding the provisions of Section 5(a), the Company resolves the right to select to which of such jobs the employee may bump into. However, in doing so the Company shall other things being equal take into account the previous experience of the **employee** in any **department**.

6. Kitimat and Kemano

Kitimat employees will be able to bump **Kemano** employees and vice-versa, but only if no job; is available for assignment or for being bumped into in the locale in which the employee is incumbent.

Further to this, any employee considered for employment in a locale other than that in which they are incumbent, in conjunction with this provision must have five years of Company seniority. Kitimat employees who wish to bump into jobs in **Kemano** must qualify for assignment to Kemano as per Letter of Understanding **25-LU-#3**.

7. Subsequent ~~Transfers and~~ Assignments

An employee who has exercised bumping rights under Sections 4 or 5 may not submit a request in writing to the Company to be transferred or, assigned to another job opening under any of the provisions of the Collective Labour Agreement for a period of nine (9) months unless they have been given notice that **they will** be laid off from the position into which they have bumped.

Appendix VIII (continued)

8. Election of Temporary Status

- (a) An employee who has refused an assignment or transfer under Sections 1 or 2 or who has been unable to exercise bumping rights under Sections 4 or 5 shall be required to elect to either:
- (i) accept lay-off; or
 - (ii) convert from regular status to temporary status with Company seniority converted to temporary company seniority (cs)".
- (b) Regardless of the employee's election under Section 8(a), an employee shall be deemed to be laid off as of the date of conversion for the purposes of recall rights and seniority accumulation, retention and loss. This will not restrict the right of an employee who has converted to temporary status to accumulate Company seniority after 180 days in accordance with the provisions of Letter of Understanding **09-LU-#3**. An employee who elects lay-off shall not be eligible to be considered for any temporary work.
- (c) In no circumstances, however, shall the Company be obliged to assign an employee from Kitimat to Kemano, or from Kemano to Kitimat.

9. Temporary Employee Status

Upon conversion to temporary employee status, the converted status employee shall be entitled to exercise rights under Letter of Understanding o LU-#3 in accordance with their converted temporary company seniority (cs)".

10. Training for Temporary Positions

The Company will provide the same level of training to converted status employees as is provided to other temporary employees, provided the converted status employee meets the basic requirements of the area

11. Integration/Supplemental Employment Benefits

- (a) **Subject to the requirements of the Employment Insurance Act and Regulations, a converted status employee who meets all of the eligibility requirements set out in Article 23.03 and who receives earnings from temporary employment, may be fully or partially entitled to supplementary employment benefits, provided that the employee's earnings from temporary employment, their employment insurance benefits and the supplementary employment benefits do not exceed 95% of the earnings they would have received working in the job classification from which they were laid off in accordance with their regular shift schedule. Total earnings and benefits shall be calculated on a weekly basis.**

Appendix VIII 11 (continued)

- (b) The Special Supplemental Employment Benefit referred to in Article 23.03(f) shall only be payable once. to those qualifying pursuant to Article 23.03(f).

12. **Benefits**

Benefits shall be provided to laid-off and converted status employees in accordance with the table set out &low.

13. **Recall**

- (a) Job openings shall be assigned by the Company in accordance with the provisions of Article 9.
- (b) A laid off or converted status employee shall be recalled to their original job or to any job opening in their department; or to any other job opening for which the employee has submitted in advance a request in writing to the Company for transfer; in order of Company seniority, provided the employee has the necessary skills, competence, efficiency and qualifications.
- (c) A laid off or converted status employee is not eligible for recall to a job opening if they have already refused an assignment or transfer to the available job as an alternative to Jay-off.
- (d) A laid off or converted status employee who does not return to work in accordance with the provisions of Article 9.08(a), shall be considered to be a voluntary quit

BENEFITS - LAD-OFF EMPLOYEE

	Works as a Temp	Doesn't Work
How would continuation of benefits work for:		
1. MSP	1. Applies as long as employee works a few hours a month.	1. Applies to end of month following the month of lay-off.
2. EHB	2. Applies as long as temporary has "Company Seniority".	2. Not covered. If recalled within 12 or 15 months, as per 9.08, would be eligible no later than the beginning of the month next following recall.
3. Dental	3. Applies as long as temporary has "Company Seniority".	3. Not covered. If recalled within 12 to 15 months, as per Article 9.08, and was on dental plan previously, would be eligible no later than the beginning of the month next following recall. Otherwise would pick up at previous time towards qualifying.
4. Pension	4. Pensionable service continues pro-rated to actual hours worked.	4. Pensionable service on hold to end of 12 or 15 months.
5. Life Insurance	5. Basic unit maintained. Contributing units maintained if employee pays.	5. Basic unit maintained for 12 or 15 months. Contributing units maintained if employee pays.
6. DIP	6. Entitled to DIP for period of his work assignments.	6. None.
7. LTD	7. None.	7. None.

APPENDIX IX

LETTERS OF UNDERSTANDING & LETTERS
OF INTENT

The parties understand that the provisions contained in Letters of Understanding have the same force and effect as the provisions contained in the Collective Labour Agreement. The parties agree that each Letter of Understanding will remain in effect until it is cancelled in accordance with its terms or until the expiry of the C.L.A., whichever comes first, and the parties further agree that new Letters of Understanding may come into being during the term of the C.L.A. by mutual agreement of the parties.

The Letters of Understanding in force end effective as of 24 July.
1599 arc listed below:

Letter#	Subject
03-LU-#1	Human Rights Committee
04-LU-#1	Union Participation in Induction of New Employees
04-LU-#2	Union's Access to the Plant Site and Main Office
04-LU-#3	Union Billback
04-LU-#4	Union Dues
07-LU-#1	Grievance Procedure
09-LU-#1	Conversion of Department Seniority
09-LU-#2	union Staff
09-LU-#3	Temporary Employees Administration
09-LU-#4	Temporary Employee Safety Meeting - Wharf
11-LU-#1	Ingot Finishing Learner Structure
11-LU-#2	Kitimat and Kemano Power Operations Progression
11-LU-#3	"B" Casting Progression System
11-LU-#4	Pot Exhaust Lamer Structure and Job Class Status
11-LU-#5	Engineer Second Class Certification Learner Progression
11-LU-#6	Potroom Progression System
11-LU-#7	Dry Serubbers & Conveyor Incumbents
12-LU-#1	Educational Leave
12-LU-#2	Sabbatical Leave
13-LU-#1	Vacation Scheduling
14-LU-#1	Heritage Day
17-LU-#1	Continuous Twelve Hour Shift #12, #31, #34, and #61
17-LU-#2	Compensating Shifts Off

Letter #	Subject
17-LU-#3	Kemano Powerhouse Maintenance Definition of Day Worker
17-LU-#4	Twelve Han Dayshift #37 - Depts. 599,629,633 & 952
17-LU-#5	Ten Hour Day Shift Administration
17-LU-#6	Mutual Shift Exchange
17-LU-#7	Day Shift Assignment of Union Officials
17-LU-#8	Banking of Statutory Holidays
17-LU-#9	12 Hour Shift w Wharf
18-LU-#1	Overtime Distribution Snow Removal
20-LU-#1	Union Health and Safety Training
20-LU-#2	Safe Working Practices Policy
20-LU-#3	Full-Time Union Safety Representative
21-LU-#1	Addition to Clothing Allowance
22-LU-#1	Medical Placement Program
22-LU-#2	Wage Rate Retention and Pensionable Earnings
23-LU-#1	Contracting Out Committees
23-LU-#2	Supplemental E.I. Benefits Plan
23-LU-#3	Live Transmission Line Work
24-LU-#1	Job Security
25-LU-#1	Kemano Boat Crew and Engineer's Wage Rate
25-LU-#2	Kemano Job Transfers and Reassignments
26-LU-#1	Employees Reviewing Their Files
26-LU-#2	First Aid Attendants Training
28-LU-#1	Retired Medical Service Plan Premium
33-LU-#1	Communications of Benefit Plan
37-LU-#1	Employee Claiming WCS and Applying for DIP Benefit

Letter #	Subject
40-LU-#1	The Year Fatly Retirement Program
APP I-LU- #1	Guest House
APP 1-LU-#2	Service Bonus Plan
APP II-LU-#1	Lagger
APP II-LU-#2	Pressure Welder
APP II-LU-#3	Certificate for Specific Trades
APP V-LU-#1	Job Evaluation Plan
APP-VI-LU-#1	Joint Skilled Trades Committee Mandate

Letters Of Intent

09-LI-#1	Kemano Seniority Dept "J"
17-LI-#1	Posting of Ship's Arrival
21-LI-#1	Outside Apparel
25-LI-#1	Kemano Employees Temporary Placement in Kitimat
26-LU-#1	Retirees' Current Mailing Address
33-LI-#1	Alcan Medical Plan for Retired Employees
37-LI-#1	EL Premium Reduction
37-LI-#2	Reconsideration of D.I.P. Applications
APP VI-LI-#1	Tool Replacement Policy

LETTER OF UNDERSTANDING

03-LU-#1

Human Rights Committee

ENTERED INTO THIS 26th day of July, 1996.

A Human Rights Committee will be established and maintained by the Parties for the purpose of providing and maintaining an environment of no harassment or discrimination in accordance with clause 3.01.

The Committee will use education and other avenues to raise awareness of human rights. Investigations into violations of the Human Rights Policy involving employees will be conducted jointly. After the investigation is completed the decision on whether or not it is a violation will be up to the company.

The policy will be reviewed on a periodic basis by the Committee, and may be modified with the approval of the parties.

In the event a grievance is filed, neither party will request the members of the Human Rights Committee to be used in the Grievance Procedure.

Either management or the union may withdraw from this policy upon thirty (30) calendar days notice to the other party.

LETTER OF UNDERSTANDING

04-LU-#1

Union Participation in Induction of New Employees

ENTERED INTO THIS 1st day of September, 1988.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement

This letter sets out the parties' intent respecting the Union's participation in the Company's induction program of new employees as provided for in Articles 4.01(e) of the Collective Labour Agreement.

The C.A.W. Local 2301 president or delegate will cover the following agenda with new employees.

1. Review members of the Union executive, committees (e.g., Job Evaluation, Grievance, etc.) and shop stewards, O.H.&S. representatives and the Union safety representative.
2. General history of C.A.W.

04-LU-#1 (continued)

3. Review of C.A.W. national constitution and C.A.W.. Local 2301 by-laws.
4. Benefits of becoming a C.A.W.. Local 2301 member.
5. Explanation of Rand formula dues deductions.
6. Explanation of sign-up procedure and the initiation fee. The president, or delegate, may hand out an information package which may include a C.A.W. Local 2301 application form
7. Review of employee rights as set out in the Collective Agreement.
8. Question and answer period.

At no time during the meetings with new employees will the president or delegate make any statement which the Company deems as critical of any of the Company's policies, practices programs or personnel.

Following the presentation by the Union president or delegate the Company will permit new employees to complete Union application forms on the day of induction if they so desire.

04-LU-#1 (continued)

The Company will forward all completed Union application forms to the Union, that are given to the Company by newly inducted employees, in the manner mutually agreed to by the Company and the Union.

The Company and the Union wish to ensure the freedom of choice of employees to either join or not join the Union. This letter may be cancelled by either party at any time should this freedom of choice be limited in any manner.

LETTER OF UNDERSTANDING

04-LU-#2

Union's Access to the Plant Site and Main Office

ENTERED INTO THIS 26th day of July, 19%

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding providing the Union with clearance for vehicles and union representatives to the plant site and access to the main office.

The Union will submit a list of union representatives and their requested access to management.

Prior to entering the premises, union representatives will obtain permission from the area with sufficient notice of the time, place and purpose of the access so area production is not affected.

The Union agrees such access will not result in employees neglecting their work, and further agrees any vehicle accessing the premises will be properly insured.

The parties agree that either party may cancel this Letter on written notice to the other party.

LETTER OF UNDERSTANDING

04-LU-#3

Union Billback

ENTERED INTO THIS 24th day of October, 1977.

The purpose of this Letter of Understanding is to record the agreement reached regarding approved leaves of absence requested by the Union under the provisions of Article 4.

Regular earnings and deductions shall be maintained by the Company and charged back to the Union for the following leaves of absence:

1. a) Employees on approved leaves of absence in accordance with Article 4.02 (d).
- b) Union Officers on approved leaves of absence in accordance with Article 4.02 (e) must be approved one week in advance by the Company Personnel Department.
- c) Employee on approved leaves of absence as provided for in Article 4.02 (f).

- d. One or both of the specified employees on approved absence in accordance with Article 4.02 (c).
- e. One or both of the additional employees on approved leave of absence for the specific purposes of servicing the Union in **accordance Article 4.01 (C).**

Provided that:

- 2. a) It is agreed that regular earnings for the purpose of this Letter of Understanding, shall mean an employee's regular basic hourly wage rate plus any shift or Kemano premium and Weekend Premium where applicable, multiplied by 8 hours a day to a maximum of **40** hours per week and
- b) The Union shall forward to the Company monthly a statement of the days off of the eligible employees for the preceding month. and
- c) The Union shall reimburse the Company on a monthly basis in an amount equal to 1.4 times the amount of the earnings involved.
- d) **Management will forward to the union on a monthly basis, a credit in the amount of 12,000 dollars, to be used by the union as they see fit as cost relief to cover servicing administration, PEL, Social Justice and other union programs.**

LETTER OF UNDERSTANDING

04-LU-#4

Union Dues

ENTERED INTO THIS 24th day of October, 1977.

This Letter of Understanding shall replace all previous Letters of Understanding between the Company and the Union related to UNION DUES.

The following is jointly agreed:

1. The Company shall regularly deduct Union dues from the earnings of each employee in the pay period relevant to the last payroll disbursed in each month.
2. The amount of such dues shall be calculated separately for each employee and shall be two (2) hours and twenty (20) minutes pay per month based on the employee's classified hourly wage rate which shall mean their regular basic hourly wage rate.
3. Should there be insufficient earnings to allow for a full deduction after the other prior deductions have been taken, no deductions shall be made from that pay period but a deduction-in-arrears will be made from the following pay period in the unsatisfied amount. Deductions in arrears shall not accumulate beyond the pay period directly following the relevant pay period and shall only be made if there are sufficient earnings.

04-LU-#4 (continued)

4. Notwithstanding Article 4.01(c). temporary employees. which shall be named as such on the lists referred to in Article 9.05(b). shall pay Union dues equal to 134 percent of their total regular earnings since last date of hire. exclusive of overtime and premiums.
5. Guest House employees shall pay Union dues equal to 1.34 per cent of their total regular earnings, exclusive of overtime and premiums.

LETTER OF UNDERSTANDING

07-LU-#1

Grievance Procedure

ENTERED INTO THIS 17th day of June, 1996

This Letter of Understanding shall replace all previous Letters of Understanding between the Company and the Union related to GRIEVANCE PROCEDURES.

The parties have agreed to the following with respect to the handling of **grievances** and **the conduct** of the parties within the grievance procedure.

PREAMBLE

A grievance is a way of defining a problem. Both parties wish to encourage the resolution of problems at the earliest possible stage. Resolution requires open discussion with full explanations by both sides.

To achieve an early resolution, a steward will require an opportunity to discuss the problem with the potential Grievor and **the Supervisor**. If all work requirements have been met, permission for time for the steward to discuss the problem shall not be unreasonably withheld.

General

1. Union and Company representatives will treat each other with respect, and will conduct themselves in a professional manner. When involved in the grievance process, the Supervisor and the steward are considered equals and will be treated as such.
2. (a) The Union and the Company will use their best efforts to ensure all grievances progress through the Grievance Procedure in a timely manner. The time limits set out in the Collective **Agreement** will apply. In order to have the grievance heard in a timely way, the management or union representative handling the grievance may have a delegate handle the case **whenever the** management or union representative is unavailable for one week or more. The delegate shall have full authority to deal with the grievance.
- (b) Grievances will be filed at or advanced to the appropriate stage of the grievance process to ensure timely and meaningful decisions. Specifically, where a General Supervisor/Supervisor is directly involved, the grievance will be properly filed at Stage 1; where a SMU Manager is directly involved, the grievance will be properly filed at Stage 2 (i.e., discharge grievances). In the event there is a dispute among the parties as to the appropriate stage for filing a grievance, the Labour Relations Department and the Union Grievance Committee shall resolve the matter.

07-LU#-12 (continued)

- (c) There **will** be meetings scheduled as necessary between the Union Grievance Committee and the Labour Relations Department to discuss questions or problems arising out of the Collective Agreement; review the scheduling of grievances ensure there is no undue **delay**. **The earnings of the Union representatives will be maintain for the purpose of these meetings.**
3. **The primary purpose** of the grievance meeting at each Stage **is to make an earnest effort to settle the grievance. This can only be achieved by identifying and defining the problem.** Therefore, where possible, the **steward** and the **supervisor** are expected to identify, define, and resolve the problem.
4. **Verbal sharing** of information required to resolve the problem is encouraged at each level. It is understood each party may have confidential **information/documents** that **cannot be shared with the other party.** In any event the Union and management will **make** each other aware of the **existence of any known documents.**

DATE ISSUE RAISED

5. **When the Supervisor is** approached by the steward **with an issue, the Supervisor/employee(s) shop steward will have seven working days to solve the problem.** Where reasonably possible this meeting **will be held on the next shift** If not reasonably possible this meeting will be held on the next shift. In any event a mutually acceptable meeting will be scheduled when the Supervisor is approached.

6. **Presenting the Issue**

The union representative presenting the issue will be a representative from the area where the alleged issue arose, where possible (In transfer issues, the Union **will file a** grievance at Stage 1 with **the** area that denied the transfer **and** the Union may use the Union representative from the employee's current work area to present the grievance). The part presenting the issue will:

- (i) give a clear explanation of the problem and openly share all known facts relating to the problem;
- (ii) **ask the Supervisor** why the action was taken;
- (iii) listen and obtain the explanation of why the action was taken;
- (iv) clearly put forward their argument in support of their position; and
- (v) remain open to settling the **issue** by proposing solutions and being receptive to alternative resolutions.

7. **Hearing the Issue**

The Supervisor hearing the issue will be from the area when the alleged **issue occurred where** possible. Before **answering the issue, the Supervisor will:**

- (i) listen and obtain a clear understanding of the issue;
- (ii) where the Supervisor has taken the action at issue, a clear explanation of why the Company took the action will be given;
- (iii) openly share known facts relating to the problem;
- (iv) investigate the allegations thoroughly;
- (v) fully consider all the options to settle the issue.

8. Communicating the Decision

The Supervisor responding to the issue will verbally state to the steward and, where possible, with the employee in attendance:

- (i) a clear explanation of why the Company took the action it did;
- (ii) the decision on the **issue; and,**
- (iii) a clear explanation of the reasons for the decision.

9. The steward will report back to the Grievor.
10. **A grievance number is never issued at the above informal stage.**
11. **When the Supervisor and steward are** not able to resolve the problem, the onus is on the Union to document the grievance on a **CAW** grievance form as per Clause 7.11. and submit it to **First Stage**.

FIRST STAGE

12. **If submitting a written grievance at First Stage, the chief union steward will** state the following information as clearly as possible:
 - the exact nature of the grievance;
 - the act or acts complained of;
 - **when the act** or acts occurred;
 - the identity** of the employee or employees who claim to be aggrieved,
 - the Section or Sections of the Agreement that the employee or employees claim the Company has violated: and
 - the remedy they seek.

13. Advancing and Scheduling

- (a) If the Union decides to advance a grievance to first stage, the Chief Shop **Steward with or without the grievor(s)/Shop Steward has 7 working days to advance the grievance. The** Chief Shop Steward will con the appropriate **General Supervisor/Supervisor, give notice the grievance is** being advanced to first stage and request a hearing date The **General Supervisor/Supervisor** will select a suitable hearing date and location, considering the availability of all required personnel. The objective is to have the hearing as soon as masonably possible and on a mutually acceptable **date. The General Supervisor/ Supervisor** or designate will make a reasonable effort to inform the Chief Shop Steward and if unable to do so, will advise the CAW office by fax message.
- (b) **First** stage grievance hearings should normally be held on day shift of the Grievor and Supervisor. If the Grievor and **Supervisor are** on different shift since the filing of the grievance due to an employee request, the hearing should be held on the original shift at time f filing and in the original area where filed. if management has elected to change the shift of the employee, the hearing would be. on the shift of the Grievor.

14. Presenting First Stage

The Chief Shop Steward states the grievance and settlement **requested.**

The order of the presenters is dependent on who has the onus to prove the facts. In a discipline or discharge case management presents their facts first for all other grievances the Union presents first.

(a) Chief Shop Steward

Normally, the Chief Shop Steward presenting the grievance will be a representative from the area where the alleged grievance arose. The party presenting the grievance will:

- (i) give a clear explanation of the grievance and openly share all known facts relating to the grievance, including identity, where possible, of employee or employees who claim to be aggrieved, and the explanation of what occurred;
- (ii) give a clear explanation of how the section or sections of the collective labour agreement has been violated;
- (iii) give a clear explanation of the settlement requested;
- (iv) clearly put forward the argument in support of their position.

The Chief Shop Steward will listen to the presentation by management and the decision of the General Supervisor/Supervisor. They will remain open to resolving the grievance by proposing solutions and being receptive to alternative resolutions.

(b) Supervisor

The Supervisor will:

- (i) clearly state the incident and explanations, as known to the Supervisor openly sharing all known facts relating to the specific grievance;
- (ii) give a brief summary of any relevant history to the incident (i.e., if a discipline case the previous current discipline);
- (iii) give an explanation for my actions taken by the Supervisor;
- (iv) reference my collective labour agreement articles, company rules or practices that support management's actions or dispute the Union arguments.

15. Hearing **First Stage**

The General Supervisor/Supervisor or delegate role is to objectively:

- (i) conduct the meeting in a manner that allows both parties to present their cases in a professional manner:
- (ii) listen to presentations of both the Union and management representatives and obtain a clear understanding of the facts presented;
- (iii) ask questions of either party to clarify any facts or unanswered questions relating to the issue of the grievance;
- (iv) investigate any newly raised items:
- (v) review the presented facts, relevant CLA articles, past practice, and
- (vi) make a decision regarding the disposition of the grievance.

It is the responsibility of everyone present to ensure the hearing is conducted in a professional manner.

16. Communicating the Decision

The General Supervisor/Supervisor has 7 working days to give their full answer in writing to the Chief Shop Steward. The explanation will include the decision and a clear explanation of the reasons for the decision (rationale).

17. **The Chief Shop Steward will report back to the Grievor. Shop Steward** and inform the Union Grievance Committee.

18. **When the General Supervisor/supervisor and Chief Shop Steward are not able to resolve the grievance, the Chief Shop Steward, with or without the grievor(s), has 7 working days in which they may submit the grievance to second stage.**

SECOND STAGE

19. Advancing and Scheduling-

- (a) If the Union decides to advance a grievance to **second** stage, the Grievance Committee will advise the Labour Relations Department in writing. The Labour Relations personnel will then schedule the grievance, in consultation with the Chairperson of the Grievance Committee, or their delegate. **The second stage hearing will be scheduled in writing to Department Head/Manager or delegate and Supervisor as needed, with copies included for the Grievor/Chief Shop Steward and Shop Steward as needed.** The objective is to have the hearing as soon as reasonably possible and on a mutually acceptable date.

- (b) **Second Stage grievances** should normally be held on a **day** shift of **the** Grievor and **Supervisor/Shop** Steward **as needed**. If **the** Grievor and **Supervisor are on** different shifts since the filing of the grievance due to an employee request the hearing should be held on the original shift at time of tiring and in the original area where filed. If management has elected to change the shift of the employee. the hearing would be on the shift of the Grievor.

In order to hear the grievances in a timely manner. the parties may agree to have the hearing without all personnel being in attendance.

20. **Presenting Second Stage**

The Grievance Committee spokesperson states the grievance and settlement requested.

The order of the presenters is dependent on who has the onus to prove the facts. In a discipline or discharge case management presents their facts first for all other grievances the Union presents first

- (a) Grievance Committee

The party presenting the grievance will:

- (i) give a **clear explanation** of the grievance and openly share all known facts relating to the

grievance, including identity, where possible, of employee or employees who claim to be aggrieved, and the explanation of what occurred:

- (ii) -give a clear explanation . of how the section or sections of the collective labour agreement has been violated;
- (iii) give a clear explanation of the settlement requested;
- (iv) clearly put forward the argument in support of their position.

The Grievance Committee will listen to the presentation by the Labour Relations Representative. They will remain open to resolving the grievance by proposing solutions and being receptive to alternative resolutions put forward in the grievance answer.

(b) Labour Relations

The Labour Relations spokesperson will:

- (i) clearly state the incident and explanations, as known to the supervisor openly sharing all known facts relating to the specific grievance;
- (ii) give a detail report of any relevant history to the incident, (i.e., if a discipline case the previous discipline);

- (iii) explain any actions taken by area management:
- (iv) demonstrate the Grievor's awareness of any rules, etc., and,
- (v) reference any collective labour agreement articles, company rules and/or practices that support management's actions or dispute the Union argument.

21.. Hearing **Second Stage**

The Manager or delegate role is to objectively:

- (i) conduct the meeting in a manner that allows both parties to present their cases in a professional manner,
- (ii) listen to the presentations of both the Union and management representatives and obtain a clear understanding of the facts presented;
- (iii) ask questions of either party to clarify any facts or unanswered questions relating to the issue of the grievance;
- (iv) investigate any newly raised items;
- (v) review the facts presented by the parties, relevant Collective Agreement Articles, past practice, and,
- (vi) make a decision regarding the disposition of the grievance.

It is the responsibility of everyone present to ensure the hearing is conducted in a professional manner.

22. Communicating the Decision

The Manager has 7 working days to submit their answer in writing. The Manager will provide a full explanation in writing via the Labour Relations spokesperson. The written explanation will include the decision and a clear explanation of the reasons for the decision (if required).

23. The Grievance Committee Chairperson will report back to the Grievor, Shop Steward and Chief Shop Steward.

24. When the Grievance Committee does not find the resolution acceptable, the Grievance Committee has 14 working days in which they may submit the grievance to arbitration.

PRE-ARBITRATION DISCUSSIONS

25. Management and the Union agree the pre-arbitration process is not recognized as part of the grievance procedure as described in Article 7 of the Collective Agreement and is therefore voluntary in nature.

26. (a) Pre-arbitration discussions involve the Union Grievance Committee and the Labour Relations Department

- (b) The purpose of the pre-arbitration discussions is to determine which of the grievances advanced to the arbitration process will be heard at the next set of arbitration hearings
27. Grievances are the property of the Union and it is ultimately the Union that will make the final determination if a grievance enters the arbitration process. In accordance with the Collective Agreement, the grievances are to be heard in the order they are advanced with the exception of:
- (a) discharge cases, which go to the top of the list; or,
 - (b) cases which are set aside by mutual agreement of the parties pending further investigation or discussion.
28. (a) The parties will meet and, in an off-the-record manner, review each grievance advanced to arbitration. Each party must and will ensure all known facts are reviewed and any new developments that may have arisen since the grievance was advanced to arbitration are shared with the other party to ensure an informed decision can be made.
- (b) The parties may use this process to resolve problems where common ground can be identified. The parties agree to remain open to considering options to resolution of the grievance.
29. Resolved cases will be signed off in a Letter of Grievance Resolution.

MONTHLY GRIEVANCE MEETING

30. In recognition of the parties' desire for a vehicle in which to address questions arising out of the Collective Agreement as well as the timely scheduling of grievances that have been advanced to first and second stage as well as arbitration the parties will schedule a monthly ^{meeting to:}
- (a) discuss questions or problems arising out of the Agreement;
 - (b) review the scheduling of grievances awaiting first stage to ensure these are scheduled without undue delay;
 - (c) review, and jointly ensure, grievances awaiting second stage hearings, or arbitration, are scheduled with undue delay.
31. To facilitate the scheduling of grievances, management shall log all grievances advanced to first stage, second stage or arbitration, and review this log with the Union and supply a copy to the Union on a weekly basis.
32. The meeting will be attended by the Union Grievance Committee and the Company Labour Relations representatives. Either party may invite an additional representative to address specific questions which may appear on the agenda. The earnings of the Union representatives will be maintained.
33. Additional ad hoc meetings of this committee can be scheduled by either party.

LETTER OF UNDERSTANDING

09-LU- #1

Conversion of Departmental Seniority

ENTERED INTO THIS 1st day of September, 1988.

This letter outlines the Company's intent with respect to the conversion of seniority in the following instances:

- A. Effective on the date of transfer, the following employees "N" (Pot Services) seniority earned while in Stud Blast Department/Sections 840-149, 846-193, 847-155 was converted to "A" (Reduction) seniority:

H.M. Gonzalez	6-31225
J.B. Wolowski	6-52469
G.S. Amaral	6-75364

- any additional "N" seniority held by the above employees which was earned in a different department/section was banked as a normal transfer.
- any banked "A" seniority held by the above employees became active seniority and was added to the converted seniority.

- B. Effective on the date of transfer, the following employees "N" (Pot Services) seniority was converted to "A" (Reduction) seniority:

09-LU#1B (continued)

S.F. Collins	6-15975
L.S. Dhaliwal	6-20392

any banked "A" seniority held by the above employees became active seniority and was added to the convened **Seniority**.

C. With the combining of Shipping Department 695 and the Wharf 704 into one seniority unit the following will apply.

I. The terms will apply to the following employees:

Name	Serial Number
C.W. Porter	6-73095
T.A Harnett	6- 5202
J.T. Rinquinha	6- 76502

These terms are:

- I. Employees listed in Paragraph will continue to be live filed to their current Shipping Department jobs.
2. While live filed to Department 695, Shipping:
 - (a) The employees will continue to accumulate Casting Department seniority.
 - (b) **The employees will be excluded from application of Article 18.02(d) of the Collective Agreement.**

Should any one of these employees on a specific occasion wish to be considered for overtime at the Wharf they will so notify their Supervisor. Overtime worked at the Wharf will not be considered when distributing Shipping overtime among Shipping Department employees.

- (c) The employees will be given first opportunity to fill openings occurring in Department 695. shipping.
3. Any employees live filed to Department 695, Shipping. subsequent to the date of this Letter will accumulate Wharf Departmental seniority.

It is understood that this Letter of Understanding will not prejudice the manner in which employee seniorities are handled as part of future Seniority Unit changes.

LETTER OF UNDERSTANDING

09-LU-#2

Union Staff

ENTERED INTO THIS 26th day of July, 1996

1.) Union Staff

An employee who has been to a full-time national union position will at the request of the Union, be granted a leave of absence to serve in said position. Company seniority shall continue to be accumulated for the duration of the absence.

2.) A leave of absence granted in accordance with the terms of this Letter will not exceed five (5) years. The leave may be renewed only at the request of the Union, and with the mutual agreement of management

3.) When an employee is granted a leave of absence in accordance with this Letter, the Union shall have the right to discuss with management the maintenance of benefit plans currently applicable to bargaining unit employees for said employee. Where possible,, management agrees to accommodate reasonable requests with respect to the maintenance of benefits plans, at no cost to the Company.

LETTER OF UNDERSTANDING

09-LU-#3

Temporary Employees Administration

ENTERED INTO THIS 1st day of September, 1988.

The purpose of this Letter of Understanding is to record agreed-upon matters related to the administration of temporary employees, as provided for in Article 9.03 of the **Collective** Labour Agreement.

Special provisions relevant to individual temporary employees are contained hereinunder.

- I. The expected duration of a employment term will be communicated to the temporary employee prior to the commencement of the employment term. Should the employment term equal or exceed three (3) months then that same employee who has completed the employment term shall not be called back for another employment term until five (5) calendar days have transpired.
2. (a) (i) Upon completion of 1,500 straight time hours worked a temporary employee shall be given a **credit of Company Seniority ("CS") of 263 calendar days from the date they achieve the 1,500 straight time hours worked.**

(ii) **Temporary employees hired into regular full time positions without "CS" will be given a credit of company seniority based on the following formula:**

09-LU-#3 2(a)(ii) (continued)

(7/5 X straight time hours worked divided by 8) = calendar days with the exclusion of any time worked prior to any seven (7) consecutive month period that the employee did not work.

(iii) Under no circumstances will the credit of company seniority predate the original date of b i n

- (b) Until a temporary employee has gained "**company seniority**" the Company may terminate his employment for any reason.
- (c) **A temporary employee with "company seniority" may only be discharged for just cause.**
- (d) In filling a temporary position the Company shall first offer the temporary position to temporary employees **with "company seniority" 'who are** available and who have the skills and ability to do the temporary job, in **order of number of their "company seniority"**.
- (e) **This section applies only to those temporary employees responding to 12 how continuing shifts and to 12 how day shift.**
 - (i) Temporary employees called in for short term assignments (such as one, two, three, etc. shifts) will be allowed to only accumulate 84 hours per Pay period.

- (ii) Temporary employee on short term assignments, who as a result end up working four twelve hour shifts in a row. must be given two days rest (that is, they are not available to be called in for those rest days).
 - (iii) If for some reason, temporaries on short term assignments are required to work after they have reached the 84 hour maximum in a pay period. they will be entitled to overtime pay as per regular employees (note: regular employees and those employees on a specified employment term **in the area must be given first refusal** for overtime work).
 - (f) The word "available" in Letter of Understanding #09-LU-#3(d) is intended to mean that the temporary employee with "CS" who is first offered the temporary position is available on the date the specified employment term is to begin.
 - (g) A student temporary employee is not eligible to attain "**company seniority**". Notwithstanding clause 2 (d), a student temporary employee may be hired to fill any temporary position **providing temporary** employees with "CS" currently working in the administrative department do not work less than the student temporary employee during the summer semester break.
3. (a) (i) Normally, non-skilled regular positions in the plant will be filled from the pool of temporary

employees. When filling a a non-skilled position from the pool of temporary employees, management will offer the position to the temporary employee with the **greatest company seniority** provided the temporary employee:

- (a) has the skills and ability to learn to perform the duties of the position to be filled; and
- (b) is in the department or is in an area other than the Potrooms or Casting or,
 - (i) the opening is in an area other than the the Potrooms or Casting.
 - (ii) Paragraph (i) above shall not apply to Kemano. However, management agrees that when filling a regular non-skilled position from the pool of temporary employees, non-skilled regular positions in Kemano will be filled by the senior temporary employee with "CS" in Kemano if the employee has the skills and ability to learn to perform the duties of the position to be filled. **Paragraph (ii) becomes void as of 1 August 2000.**

- (b) If the temporary employee hired to fill the regular position has "**company seniority**" they shall attain regular employee status upon filling the regular position and shall not be required to serve a probationary period.

- (c) Should a regular position be filled by a temporary employee who does not have “**company** seniority” but who has worked in the same administrative department as the regular position to be filled for a minimum of 90 days worked, the temporary employee shall attain regular employee status upon filling the regular position and shall not be required to serve a probationary period.
 - (d) Should a regular position be filled by a temporary Employee who does not have “company seniority” but who has worked as a temporary employee in the same seniority department as the regular position to be filled, then their probationary period shall be reduced by the number of days worked in the seniority department up to a maximum of 45 days
 - (e) Should a regular position be filled by a temporary employee who does not have “company seniority” and who has never worked as a temporary employee in the same seniority department as the regular position to be filled then their probationary period shall be 90 days worked.
4. Notwithstanding Article 9.03(d) temporary employees shall be entitled to the following benefits, subject to the restrictions iii in this Letter, or elsewhere in the Collective Agreement
- (i) Safety Clothing Credit as outlined in Article 21.02.
 - (ii) Prescription safety glasses as outlined in Section 21.07.

(iii) The Company shall pay for each actively employed temporary employee 100% of the premium cost of the Medical Services Plan of B.C. This shall cease upon **terminati**

(iii) Upon achieving "company seniority", the Company shall pay or each actively employed temporary employee 100% of the premium cost of medical services plans which shall consist of the following:

a) Pacific Blue Cross Extended Health Benefit Plan, Schedule A,

b) Pacific Blue Cross Medial Travel Benefits Plan,

c) Pacific Blue Cross Dental Plan Coverage;; 100% Plan A, 65% Plan B and 50% Plan C (upt to a minimum of **\$2500** per eligible dependent as defined in the plan. Effective 1 January 2002 up a lifetime maximum of **\$2,700** per eligible dependent as defined in the Plan)

(i) the sir months of continuous service will be considered to be covered for Plan A & B of the Dental Plan;

(ii) the time will be considered as continuous service and be credited towards eligibility and the waiting period for Plan C of the Dental Plan.

- d) Pacific Blue Cross Extended Health Benefit Plan, Vision Care
 - e) Premium payments shall cease upon termination
 - f) **In the event compulsory government sponsored medical service plans are expanded or instituted to cover all or any of the benefits included in the Plans listed above, the Plan(s) listed above shall be amended to exclude the new benefits provided by the government sponsored plans and the company's contributions to the monthly premium cost adjusted accordingly.**
6. Notwithstanding Article 9.03(d), temporary employees shall also be entitled to the following benefits, subject to the **restrictions listed** in this Article or elsewhere in the Collective Agreement during their specified employment terms:
- (i) Wages, as per Appendices I and II of Collective Agreement
 - (ii) Shift premiums as per Article 15
 - (iii) Weekend premium, as per Article 16
 - (iv) Overtime, as per Article 18.03
 - (v) Call-in premium, as per Article 18.04

- (vi) **Overtime meal tickets, as per Article 18.05**
- (vii) Bereavement leave, as per Article 12.03
- (viii) Citizenship leave, as per Article 12.04
- (ix) Statutory Holidays as outlined in Article 14
- (x) Floating Holidays as **outlined** in Article 14, subject to the provision that the employee shall not receive more **than two (2) floating holidays in** one calendar year.
- (xi) Maternity, parental and adoption leave, as per Article 12.02
- (xii) **CSO** premiums as per Letter of **Understanding 17-LU-#2**
- (xiii) Disability Indemnity Plan benefits subject to the provisions of **Article 37, Volume II** up to the end of their respective employment terms. "With respect to DIP entitlement, once a temporary employee has qualified under the current criteria, the temporary employee will not have to requalify for this benefit".
- (xiv) Temporary employees who have attained "**company seniority**" shall have the waiting periods in **5(ix), 5(x), and 5(xiv) above waived**

6. Temporary employees who are on approved leaves of absence requested by the Union in accordance with Article 4 of the Collective Agreement shall have their regular earnings and **deductions** maintained **by the** Company and charged back to the Union as per Letter of Understanding **04-LU-#3**.
7. **Temporary employees with "company seniority" will be allowed to schedule:**
 - (a) Their earned vacation as per Article 13
 - (b) Banked statutory holidays as per **17-LU-#8**
 - (c) Compensating shift off as per **17-LU-#2**
 - (d) Floating holidays as per Article 14.09
8. **Special provisions** relevant **to temporary** employees in general are contained hereinunder.
 - (a) (i) The man hours worked by temporary employees **normally will NOT exceed 6.5%** of the total annual hours worked by all employees.
 - (ii) **Each temporary employee will have the first 3 weeks of their employment or training in a new department exempted i.e. 3 week in Potrooms and later 3 weeks of training in Casting - all is exempt from the 65% calculation.**

9. Then **shall** be a joint committee comprised of two (2) Union representatives and two (2) Company representatives to review the use of temporary employees. The purpose and operation of this committee is provided for in the attached "Mandate".
10. The earnings of the **members** of the committee shall be maintained as provided for in Article 26.03.
11. **All temporary employees in Kitimat Works will be placed in a system that consists of two (2) pools. This will allow the company to utilize the temporary employees in any area within the pool to which they are hired.**
 - (i) **Pool #1 will include temporary employees utilized at the wharf (train crew and shipping included), Ingot Finishing, A-Casting and B-Casting.**
 - (b) **Pool #2 will include temporary employees utilized in Lines 1-8 plus areas other than Pool #1.**
 - (c) **Training of temporary employees as per 8(a) (ii) (special provisions relevant to temporary employees in general) of this letter will be the responsibility of the company to ensure they have the necessary skills to perform the position they are assigned in the pool**
 - (d) **The areas to which each temporary employee is assigned will be communicated to the union in writing.**

12. (a) It is the Company's requirement to meet the workload demand in its various operating departments, by providing appropriate manning levels. Excessive manning results in idle manpower, while insufficient manpower results in the non-attainment of production needs.
- (b) Workload demand is that quantity of man days of work that exists on any given work day. Workload demand varies with projects, breakdowns, emergencies, and with changes to the operation. Workload demand is met by a combination of basic manpower and support manpower which together give total available manpower. Variations in total available manpower are caused by:
- (1) Absenteeism;
 - (2) Administered time off.
- (c) The Company, in order to meet workload demand, must either increase support manpower or restrict discretionary variations (i.e., administered time off) as much as possible. This would result in the same number of people off at desirable times of the year such as Christmas and June as at other times of the year.
13. The Company's intent is to be flexible wherever feasible with the administration of time off including vacation, banked statutory holidays, CSO's, floaters, union leave and other leave requests referred to in the CLA that in based on established need. Thus, temporary employees are used to

vary the level of support staff required to meet fluctuating **workload demand**. In application, this results in the use of regular support manpower to meet the minimum average support requirement and temporary employees to meet the peak support needs, which are over and above this minimum average support requirement.

Once overall manpower plans are established there are four criteria used to monitor needs on an ongoing basis:

- Employee hours worked in preceding year
- Absenteeism levels
- Administered time off (vacation, CSO's floaters, etc.)
- Projects (planned)

14. **Employee** hours worked will vary with changes in production and/or service levels (variations in workload). Absenteeism will fluctuate due to sickness, injury and leaves of absence. Vacations, CSO's, floaters, etc. are expected to be roughly the same year after year.
15. **The use** of temporary employees, as stated will be confined to meeting these variations, and will be in accordance with Article **9.03**; i.e., temporary employees will do temporary work, or regular work for limited periods of time. The work done by temporary employees normally will not exceed 6.5% of the total annual hours worked by all employees. Thus, temporary employees will be used for project work. variations in workload covering for absenteeism (which includes leaves of absence **such as** union leave) and for administered time off (vacations CSO's, floaters, banked statutory holidays).

16. Temporary Employee Review Committee Mandate

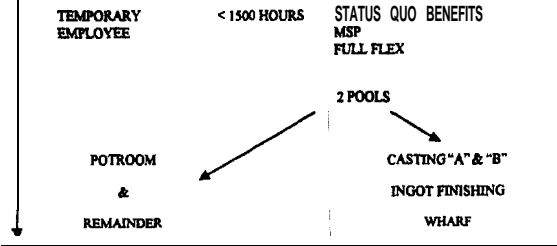
- (a) Two special meetings per year of this committee shall be held to review the usage of temporary employees. **These meetings** shall be held at the end of the second and fourth quarters respectively.
- (b) **The purpose** of this committee shall be to review the use of temporary employees and to address any problems arising therefrom.
- (c) Prior to these meetings, the Labour Relations Department shall submit a report on the overall usage of temporary employees. The committee shall review plant-wide **manpower** levels, including total **employee** hours worked scheduled time off, absenteeism, total hours worked by temporary employees, and the hours worked by temporary employees while on projects,
- (e) The committee may also review problems relating to the hiring of temporary employees, employment terms of temporary employees and other problems specific to temporary employees.

REGULAR EMPLOYEE

REGULAR SUPPORT CREW NO HOME X-Y (range-cap) JOB SECURITY

TEMPORARY EMPLOYEE ≥ 1500 HOURS ELIGIBLE FOR ALL BENEFITS INCLUDED COMPANY SENIORITY ALMOST FULL FLEX WORK TERMS

I



Guideline Only

LETTER OF UNDERSTANDING

09-LU-#4

**Temporary Employees
Safety Meetings - Wharf**

ENTERED INTO THIS 12 day of August- 1997.

The purpose of this Letter of Understanding is to record *greed-upon matters related to calling in temporary employees for safety meetings at the wharf.

Special provisions relevant to individual temporary employees are contained hereinunder.

- 1.) The temporary employee will be called in for a minimum of four (4) hours for safety meetings-
2. The purpose for the four (4) hour block will be specifically to attend the safety meetings.

This agreement is for the wharf only, and does not apply to the rest of the plant.

The parties agree this Letter of Understanding may be cancelled by either party upon written notice to the other party.

LETTER OF UNDERSTANDING

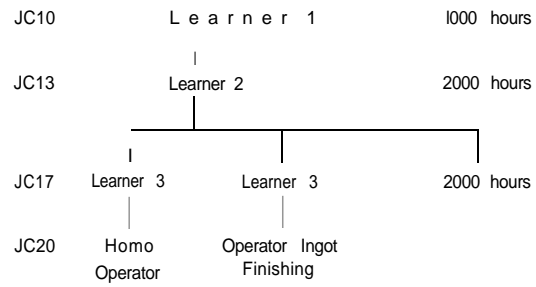
11-LU-#1

Ingot Finishing Learner Structure

ENTERED INTO THIS 2nd day of May, 1989.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The learner structure for Ingot Finishing is to be as follows:



LETTER OF UNDERSTANDING

11 -LU- #2

Kitimat and **Kemano** Power Operations Progression

ENTERED INTO THIS 28th day of June, 1988.

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding the job hierarchy in B.C. Power Operations. Department 924 (Works Power) and 945 (Kemano Power Operations). -

1. It is agreed that a further level will be added to the existing progression system of *Operator Rectifier and Substation Assistant I* (Job Code 165220) to be called Senior Assistant Operator Rectifier and Substation (Job Code 265220) paid in Trades Group 3.

It is agreed that a further level will be added to the existing progression system of Operator Power Generation Assistant I (Job Code 165850) to be called Senior Assistant Operator Power Generation (Job Code 265850) paid in Trades Group 3.

2. It is agreed the prerequisites for advancing to this new level from Operator Rectifier and Substation Assistant I (Job Code 165220)/Operator Power Generation Assistant I (Job Code 165850) will be 1000 hours experience, 120 hours working as a System Operator without being supervised and a written and oral examination based on all the training received in the progression system leading up to Operator Rectifier and Substation Assistant I (Job Code 165220)/Operator Power Generation Assistant I (Job Code 165850).

Incumbents who at the date of signing of this Letter of Understanding have not yet reached the Assistant I **level**, will be allowed to progress to the Assistant I level in a manner outlined in point 4 for Senior Assistant. If they successfully reach the Assistant 1 level, they may opt out and be grandfathered at that level.

6. It is agreed that the existing Job Classification, 'Operator Rectifier and Substation' (Trades Group 1), Job Code **265200, will be renamed System operator, with** no other changes. Incumbents presently in the Operator Rectifier and Substation position will be known as System Operators.
7. **It is agreed that when openings become available in the Kitimat and Kemano Power Operations Progression system, they will be filled subject to Article 9 as follows:**
 - a) **those within F Seniority who have requested a reassignment and are qualified to do the job.**
 - b) **those who have requested a transfer and are qualified to do the job.**

NOTE:

In Kemano it is recognized that Kemano Premium is denoted by an "8" in the first-digit of the Job Code number instead of a "2" and by a "7" in the first digit of the Job Code number instead of a "1".

LETTER OF UNDERSTANDING

11-LU-#3

"B" Casting Progression System

ENTERED INTO THIS 7th day of August, 1991.

The purpose of this Letter is to record the agreement regarding employees reassigned to Operator "B" casting job classification after 22 December 1990.

ORGANIZATION

The job design incorporated an open progression system leading to the classification of Operator "B" Casting (mastered the Furnace Operator, Casting Operator and Saw Operator positions). Advancement within the progression system will be based on seniority, knowledge, experience and demonstrated competence. Responsibility for the determination of appropriate knowledge experience and competence will be based on testing and assessment by management.

Due to the nature of the operation, all employees in the organization must progress to the Operator "B" Casting position over a reasonable period of time, otherwise they will not be eligible for a position within the job classification. Every reasonable effort will be made to reassign the employee to another job classification

As employees complete the requisite: for a level within the job progression they will receive the corresponding rate for attainment of that level. Employees may only advance to the "Operator" level if the corresponding "Assistant" level was attained,

TESTING AND ASSESSMENT

All testing and assessment will normally be completed prior to the final rotation before an employee is eligible for the job progression level in question. Should that testing and assessment be delayed, the employee will be paid retroactively to their eligible date.

If an employee fails to complete a designated level within 2,000 working hours, the employee will no longer be eligible for a position with the job classification.

Management and the Union will discuss the contents of the testing and assessment process and when the parties deem it necessary.

"D" SENIORITY

Employees who are reassigned to the Operator "B" Casting progression from within the "D" seniority unit will receive credit for their relevant experience. That credit will be based on testing and assessment undertaken by management within the first 500 hours worked in the Operator "B" Casting job classification and according to the guidelines in Appendix 1.

LETTER OF UNDERSTANDING

11-LU-#4

Pot Exhaust Learner Structure and Job Class Status

ENTERED INTO THIS 25th day of June, 1990.

This letter will record the agreement reached between the parties regarding the implementation of a Learner Structure in departments 590 and 593 (department 591 will be included in department 590) Pot Exhaust crews in the "0" seniority unit.

1. It is agreed that the Learns Structue will consist of two 1000 hour periods.
2. It is agreed that the prerequisites for advancing to each level will be 1000 hours of satisfactory work experience and a written and oral examination based on the training received in each of the two 1000 hours learner periods.
3. It is agreed that advancement within this progression system is based on ability, as demonstrated through tests and experience. The content of the tests and the standard to be achieved, shall be determined by the Company.
4. It is agreed that employees must complete the training program to progress to each level within the progression system. Tests must be passed to progress to each level. An employee who does not pass will be re-tested, not sooner than three months nor later than six months following the first test. Failure to pass on the second attempt will result in

11-LU-#4 4(continued)

re-assignment or transfer to an available job opening in accordance with the provisions of Article 9 of the Collective Agreement.

5. **Job Class 18 will be paid to 'all incumbents who have completed items 1 to 4.**
6. It is agreed that active employees who are currently being paid as "Crewleader Maintenance Man Pot Exhaust" (Job Code 157310, Job Class 19) as of the date of signing of the **agreement, will be grandfathered at** Job Class 19 until such time as they must and receive a transfer or re-assignment to another Job Classification within the plant, or until such time as they terminate. Whilst being grandfathered in the job classification "Crewleader Maintenance Mao Pot Exhaust" (Job Code 157310, Job Class 19) these employees will carry out the duties of "Maintenance Man Pot Exhaust" (Job Code 157300, Job Class 18). These employees are listed under Item #9.
7. It is agreed that the following active employees in department 593 are classified as "Crewleader Maintenance Mao Pot Exhaust", Job Class 19 and will be grandfathered as per Item #6:

593

- B. Morrison #6-64343
- k. Singh #6-83598

LETTER OF UNDERSTANDING

11-LU-#5

Engineer Second Class Certification learner Progression

ENTERED INTO THIS 14 day of October, 1993

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding the creation of a **learner program** leading to a **Power Engineer Second (2nd) Class certification in Kitimat Power Operations & Utilities Organisation.**

A. General Conditions:

- 1) **Entry into the Power Engineer learner system requires minimum grade 12 education or 4th class BCIT academic Correspondence Course.**
- 2) **The progression from 3rd to 2nd Class Power Engineer certification as recognised by the BC Boilers Branch is a voluntary learning program.**
- 3) **Everyone will be allowed to progress to the 2nd Class Engineer position training level 13. if they so choose and ho paid at that rate.**
- 4) **The progression to 1st Class Power Engineer certification as recognized by the BC Boilers Branch is not required at Kitimat Works but wig remain a voluntary learning program where the company will pay for the cost of exams as a support for the participants' initiative**
- 5) **Designated trainers when required will be selected according to the Collective Labour Agreement Appendix I Gangleader's provision.**

11-LU-#5(continued)

- 6) The company will provide for paid study time at work and time off for writing exams. Classroom time will be paid at straight time or equivalent time off.
- 7) The company reserves the right to hire from outside a fully qualified 2nd or 3rd Class power Engineer if there is an immediate need.
- 8) Employees who cannot achieve the 4th class level in the time frame required, (18 month) will not be eligible for a position within the job classification. If the employee is not successful they will be reassigned to another job opening.
- 9) Employees who cannot achieve the 3rd class level in the time frame required, (36 months after achieving the full 4 class certification) will not be eligible for a position within the job classification. If an employee is not successful they will be reassigned to another job opening.
- 10) Retroactive pay from the date of implementation, effective March 15 1999 for Conveyors, Power Engineers and July 5, 1999 for Scrubbers.
- 11) To maintain skill levels all employees will be rotated through all areas that they are trained in on a regular basis to maintain their skill levels. A schedule will be developed for this purpose.
 - A joint committee will be formed to develop this schedule. Implementation of the schedule will be January 1, 2000.

11-LU-#511 (continued)

Fourth Class - Employees with 4th class ticket will rotate through all field areas, utilities, conveyors and scrubbers.

Third & Second Class - Employees with 3rd & 2nd class tickets will rotate through all job responsibilities.

B. Requirements (entry and promotion):

1. Training Level 1 (entry Level)
2. Training Level 2
 - a) Successful completion of one exam for 4th Class Power Engineer that is recognized by the BC Boiler Inspection Branch, and,
 - b) Demonstrated ability to do the work
3. Training Level 3
 - a) Successful completion of two exams for 4th Class Power Engineer that is recognized by the BC Boiler Inspection Branch.
 - b) Demonstrated ability to do the work.
 - c) Minimum 6 months experience at training level 1 and 2.
4. Training Level 4
 - a) Certification as a full 4th Class Power Engineer from the BC Boilers Branch, and,
 - b) Successful completion of one exam for 3rd Class Power Engineer as required by the BC Boiler Inspection Branch, and,

- c) Demonstrated ability to do the work

5. Training Level 5

- a) Successful completion of two exams for 3rd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
- b) Demonstrated ability to do the work

6. Training Level 6

- 1) Successful completion of three exams for 3rd Class Power Engineer as required by the BC Boiler inspection Branch, and,
- b) Demonstrated ability to do the work

7. Training Level 7

- a) Certification as a full 3rd Class Power Engineer from the BC Boilers Branch .
- b) Demonstrated ability to do the work
- c) Minimum 18 months experience at training levels 4, 5 and 6.

8. Training Level 8 Certification as a full 3rd Class Power Engineer Certification from the BC Boilers Branch.

- b) Successful completion of one exam for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
- c) Demonstrated ability to do the work

11 -LU-#5 (continued)

9. Training Level 19
 - a) Successful completion of two exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - b) Demonstrated ability to do the work.
10. Training Level 10
 - a) Successful completion of three exams for 2" Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - b) Demonstrated ability to do the work
11. Training Level 11
 - a) Successful completion of four exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - b) Demonstrated ability to do the work
12. Training Level 12
 - a) Successful completion of five exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - b) Demonstrated ability to do the work.
13. Training Level 13
 - a) Successful completion of six exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - b) Minimum of thirty-nine months experience at training levels 8,9,10,11,12 and 13, and,
 - c) Demonstrated ability to do the work

11-LU-#5(continued)

C. Power Engineer Wage Rates

Training	Class	23 July 99	July 99	24 July 00	23 July 01
Level 1	Entry	\$23.260	\$23.493	\$23.728	\$23.965
Level 2		\$24.654	\$24.897	\$25.146	\$25.397
Level 3	Fourth	\$25.070	\$25.321	\$25.574	\$26.597
Level 4		\$25.795	\$26.053	\$26.314	\$26.577
Level 5		\$26.520	\$26.785	\$27.053	\$27.324
Level 6		\$27.245	\$27.517	\$27.792	\$28.070
Level 7	Third	\$27.970	\$28.401	\$28.685	\$28.972
Level 8		\$28.320	\$28.755	\$29.043	\$29.333
Level 9		\$28.670	\$29.108	\$29.399	\$29.693
Level 10		\$29.020	\$29.462	\$29.757	\$30.055
Level 11		\$29.370	\$29.815	\$30.113	\$30.414
Level 12		\$29.720	\$30.169	\$30.471	\$30.776
Level 13	Second	\$30.070	\$30.522	\$30.827	\$31.135

2. The Shift Engineer (2nd or 1st class) will be live-filed and paid the Gangleader rate in accordance with Article 9 and Appendix I of the Collective Labour Agreement.

For the purpose of this section, time spent on vacation, Statutory Holidays and Floating Holidays will be considered to be hours worked.

LETTER OF UNDERSTANDING

II-LU-#6

Potroom Progression System

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreement reached between the Company and the Union regarding the operation of the organization in Lines 1 to 8.

Matters included are as follows:

1. ORGANIZATION

There is a progression system leading to the job Senior Cell Operator as shown in Appendix I. Advancement within the progression system will be based on ability demonstrated through written and practical tests and on experience. The contents of the tests will be determined by the Company. There is no restriction on the number of Floor Crew employees that may progress to the Senior Cell operator position.

Where the required training and testing has not been made available to an employee prior to the experience eligibility for a promotion and where the employee's absence is not the cause, they will be paid retroactively to their eligible date on successful completion of the tests provided that they are successful within the normal cycle outlined in Appendix I attached.

11-LU-#6 (continued)

Employees in the progression system temporarily assigned off the Senior Cell Operator progression system shall receive experience credit and training during the assignment.

There are two permanent jobs in the Lines 1 to 8 organization that are not part of the Senior Cell Operator progression system. They are Anode Operator and Potroom Industrial Equipment Driver or Equipment Operator (Appendix I). The prerequisite for the two positions is the introductory formal training given to all employees entering the Potrooms.

2. JOB DESCRIPTIONS

- (a) The substantiating part of the factors Education and Judgement and Resourcefulness shall refer to a complete list of theoretical tests which the Company has established as requirements for progression.
- (b) The list will be kept current by the Company forwarding to the Union any amended or additional tests and this action shall be considered equivalent to the Company having notified the Union according to paragraph 7, Appendix V of a change in job content in the classification concerned except that the change would not necessarily be construed as effecting the evaluation.
- (c) The Joint Job Evaluation Committee shall review the effect the changed or additional tests have on the factors of Education and Judgement and Resourcefulness. If agreement is not reached the disagreement shall be resolved according to paragraph 7, Appendix V.

3. CREDITS

All time spent as an Anode operator, Equipment Operator, or Potroom Industrial Equipment Driver will be credited to the floor progression except where such time is less than 1000 hours. An Anode Operator or Equipment Operator returning to the Cell Operator progression system will return to their last Floor Crew position and will be paid that rate until the rate for which they qualify exceeds that rate. **They will** progress to the position commensurate **with their** potroom experience and ability demonstrated through written and practical tests, as required in the progression system as follows:

(a) CELL OPERATOR TRAINEE 45 (8 hr) or 30 (12 hr)
WORKING SHIFTS

(b) CELL OPERATOR 45 (8 hr) or 30 (12 hr)

(c) CELL OPERATOR I 45 (8 hr) or 30 (12 hr)

The above times are considered maximum for an incumbent who is successful in the required tests.

During the progression they will be guaranteed the opportunity to take the required training and evaluations within the outline periods, and, if required retesting within the following month.

4. **LANGUAGE TRAINING**

It is recognized that some employees may have difficulty expressing themselves in written English. For this reason the Company will use a simple format for testing (e.g.. multiple choice, true/false, etc.).

This provision shall not apply to those employees hired on or after 24 July 1490.

5. **TEMPORARY ASSIGNMENT**

A Floor Crew member temporary assigned to anode work will be assigned to Anode Operator Trainee, and will accumulate trainee hours, or to Anode Operator if **they are** so qualified.

6. **TESTING AND TRAINING MATERIALS**

The Company will forward a complete set of tests and written training material to the Union. The company will forward to the Union, on a monthly basis, the pertinent information on the administration of written and practical tests. This information will consist of but will not be limited to:

- a) The number of employees tested in each category.
- b) The number of employees passed and failed.
- c) The average grade achieved and the passing grade.
- d) Details of changes which have occurred in earning and testing.

The Joint Job Evaluation committee will have access to training material. The Company and Union will discuss any joint concerns regarding the training program. The Union will maintain the confidentiality of materials related to training and testing provided by the Company.

7. (a) An employee transferring back into the potrooms within two years of transferring out will, after forty hours of work as a Cell operator Trainee, be classified in the highest Floor Crew classification they held prior to their transfer, provided it was in the progression **system**.
- (b) An employee terminating and being re-employed **within two years after their** termination date will after forty hours of employment as a Cell Operator Trainee, be classified in the highest Floor Crew classification they held prior to **their** termination, provided it was in the progression system.

LETTER OF UNDERSTANDING

11-LU-#7

Dry Scrubbers & Conveyor Incumbents

ENTERED INTO THIS 20th day of July, 1999.

1. Incumbents presently in the Conveyor rod Dry Scrubber departments will have the choice whether or not to pursue their 4th Class Power Engineering Certification.

The incumbents referred to herein are:

Scrubber Incumbents:

L. Fifi	6-26128	R Walker	6-93773
L. Vaughan	6-92878	M. Smith	6-92971
M. Bateman	6-01539	K. Stewart	6-817064
F. Tormene	6-91255	B. Tucceri	6-91841

Conveyor Incumbents:

M. Borges	6-08357	W. Galema	6-29055
G. Scott	6-81410	L. Aloisio	6-01030
D. Levesque	651447		

- a) *If they choose not to pursue 4th class certification, they will remain in their present area of job responsibilities for field work as performed now with no opportunity of being trained for or complete any due associated with control room operations. They will be grandfathered at their present hourly wage rate.

11-LU-#7 (continued)

- b) If they choose to pursue 4th class certification, they will be allowed to proceed at their own pace. Their present wage rate will be maintained until they reach a training level that exceeds their grandfathered rate. If the employee is not successful, they will refer back to paragraph "a". An employee will have the opportunity to write the test three times, if necessary. The company will only compensate for hours spent in training for the first writing of the test and any additional attempts will be at the expense of the employee.
- c) If the employees require upgrading to pursue their 4" class, the company will make available math upgrading, specifically Plato given at the Skills Centre in Kitimat and the standard BCIT 4th class correspondence program. In addition, the company will provide tutoring at the Power Engineering Training Centre located at 317 City Centre, Kitimat. The Power Engineering Tutor Program will start September 1999 and end April 2000. In addition, the company will pay straight time for all hours spent on the tutor program or time off in lieu to a maximum of 6 hours per week.
- d) Employees working in the conveyors will convert to a 12-hour, seven day a week, day shift schedule. This shift will be one which is mutually agreed upon.

* Until the Conveyor Control Room is converted over to the Steam Plant Control Room, the incumbents will continue in their present area of job responsibilities.

LETTER OF UNDERSTANDING

12-LU-#1

Educational Leave

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding the granting of educational leave.

1. For an employee who wishes to attend a full-time course of study in order to upgrade their skills to better perform their present job or further the possibility of their advancement with the Company, the Company shall grant the employee a leave of absence without pay provided that:
 - a. the leave of absence does not exceed eight (8) months and the employee has not been on educational leave during the previous two years,
 - b. the employee has at least three (3) years of continuous **service at the end** of the previous calendar year,
 - c. the efficiency of the department will not be significantly impaired by the absence
 - d. the employee's request for leave of absence is received by the Company at least two months before the leave is requested to begin,
 - e. the course of training requires full-time attendance and is at an accredited educational institute in Canada, and

12-LU-# 1 (continued)

- f. the job performance record of the employee is deemed to be satisfactory to the Company.
- 2. An employee who is granted educational leave is expected to maintain regular attendance at the course of training for which the leave was granted Failure to maintain regular attendance will result in cancellation of the leave of absence.
- 3. Accumulation of seniorities for leaves granted under this Letter of Understanding shall be in accordance with Section 9.08(h) of the Collective Agreement.

LETTER OF UNDERSTANDING

12-LU-#2

Sabbatical Leave

ENTERED INTO THIS 26th day of July, 19%.

The Company agrees to establish a Sabbatical Leave Plan whereby employees will be given the opportunity to defer their pay in order to finance a leave from their jobs. The plan includes a period of accumulation of pay followed by a period of leave. The plan shall be with deferral of income tax.

1. Conditions of Eligibility

- (a) the applicant must be a regular full time employee.
- (B) the applicant must have two (2) years of uninterrupted service.
- (c) the applicant must submit a written request to their General Supervisor/SMU Manager of their area on the approved application form two (2) months prior to the accumulation period beginning on January 1st or July 1st.
- (d) the applicant must not be receiving D.I.P./LTD/WCB, on unpaid leave, on suspension or laid off at the time the accumulation period commences.
- (e) the applicant must sign all relevant documents required by the Company and Sun Life Trust.

12-LU-#2 (continued)

- (f) the optional accumulation periods available under the plan are set out in Appendix L
- (g) the leave must commence within six (6) years from the start of the accumulation period.
- (h) the applicant shall receive an answer within thirty (30) days of having submitted an application.

2. Duration of Sabbatical Leave

- (a) the options available to the applicant are exclusively described in Appendix I
- (b) the applicant must choose the duration of the accumulation period and the duration of the leave at the time of enrolment**
- (c) the applicant must indicate the date the leave will commence. The date of the commencement may be changed provided that in the case of the six (6) month leave, three (3) months notice is given and in the case of the one (1) year leave six (6) months notice is given. Every reasonable effort shall be made to grant this request
- (d) Notwithstanding the accumulation periods set out in Appendix I, the accumulation period may be extended for the period equal to that time the employee has suspended participation in the plan in accordance with paragraph 15 (a)ii), as long as this period or periods of extension do not exceed two (2) years, in which case the employee's

12-LU-#2(continued)

participation shall be terminated and all accumulated amount plus interest shall be paid to the employee.

3. Conditions During Leave

- (a) the employee shall not be able to return to their position before the expiration date of their leave period.
- (b) the employee shall retain all rights over their position held before departure, insofar as their seniority applies. In all applications the employee shall have the right to exercise seniority rights as provided in the collective agreement
- (c) at the end of the leave, the employee shall remain in the employment of the Company for 8 period at least equivalent to that of the leave(as per Revenue Canada).
- (d)
 - (i) if a temporary employee is directly or indirectly used to replace an employee on leave, the temporary hours will be exempt from the 65% annual temporary hour limit, provided the temporary employee is assigned within one month of the commencement of the leave.
 - (ii) if a temporary employee is not used within one month of the commence of the leave then all temporary hours worked will be subject to the 65% annual temporary hour limit.
 - (iii) if 8 temporary employee accepts 8 full time position while covering for someone directly or indirectly on sabbatical then the Company will have

12-LU-#2 d(iii) (continued)

the right to replace the temporary employee with another temporary employee and still be exempt from the 65% annual temporary hour limit provided it is done within one month of the temporary employee being hired full time.

- (e) if a temporary employee is used to replace an employee on leave, the five (5) month limit in Article 9.03 of the CLA will be waived for the duration of the work term.
- (f)
 - (i) if a temporary employee is used to directly replace an employee on leave, the Company will notify the Union of the name of the temporary employee within one month of the commencement of the leave.
 - (ii) if a temporary employee is used to indirectly replace an employee on leave, the Company will notify the Union of the name of the temporary employee and the employee he will be replacing within one month of the commencement of the leave.
 - (iii) if a temporary employee is used to replace someone on sabbatical leave, the senior temporary with CS in the administrative department will be offered the opportunity.
- (g) Sabbatical Leave will be included as hours of work in Letter of Understanding APP I-LU-#2.

12-LU-#2(continued)

- (b) none of the above language restricts the right of the Company to replace an employee on Sabbatical Leave after one month of the commencement of the leave, recognizing that these hours are not exempt from the 65% annual temporary hour limit and the five month work term duration as outlined in **09-LU-#3**.

Note: Temporary employees replacing regular employees on Sabbatical Leave and whose hours are exempt from the 65% annual limit and from the five (5) month waiver will only be used to fulfill the duties of the regular employee.

4. Number of Participants

- (a) if the number of employees wishing to apply for the sabbatical leave is such that the stability of the department's operation is compromised, the criterion of Company seniority shall be used to determine eligibility.
- (b) employees refused a sabbatical leave shall be given a full explanation in writing providing reasons.
- (c) employees unsatisfied with the explanations and are not willing to wait for the next period to submit an application may file a grievance within 10 days of the meeting at which the explanation was provided. The grievance will be automatically advanced to the third stage
- (d) until the final decision of the Arbitrator has been rendered, the employee shall accumulate leave in accordance with the terms of the plan chosen and

12-LU-#2 4(d) (continued)

the Company shall deduct the applicable sums from the employee's wages as if they were enrolled in the plan. If the Arbitrator decides in the Company's favour, the amounts deducted shall be remitted to the employee.

5. wages

(a) during the accumulation period, the Company shall deduct from the employee's wages a percentage corresponding to the option chosen by the employee. This percentage is applied to the basic wage the employee would earn as if they were not participating in the plan, including the premiums provided by the collective agreement and any wage increases, but excluding overtime, lump sums and retroactivity where relevant.

(b) during the sabbatical leave, the employee shall receive on a biweekly basis, 1/13 or 1/26 of the amount deducted from their wages plus a final sum in the last week of the leave representing the interest accumulated during the leave.

Sun Life Insurance Company

(a) during the accumulation period, the deducted portion of the employee's wages shall be placed in a 1 year Guaranteed Interest Fund in trust with the Sun Life Trust Company.

(b) the interest generated by this deferred treatment shall be retained and shall accrue in the fund. The interest shall be deemed as employment income and consequently shall be reported by Sun Life Trust to Secal for inclusion on the employee's T4 as employment income.

- (c) during the leave period, payment shall be issued by the Company's Payroll Department which receives the money from Sun Life Trust

7. Seniority

during the leave, the employee shall continue to accumulate all relevant seniorities such as company, department and trade.

Vacation

- 8.(a) during the accumulation period, annual vacation pay shall be paid at the same rate chosen by the employee for application to their wages during the accumulation period.
- (b) the employee is required to take at least two (2) weeks vacation as per the collective agreement
- (c) vacation time will be accrued as usual.

Life Insurance and M.S.P.

- 9.(a) for the duration of the leave, the Company will continue to pay the premiums for employee's basic life insurance and the medical services plan of British Columbia
- (b) other medial service plan benefit may be maintained as per Volume II at the employee's expense. Premiums will be deducted biweekly.

12-LU=#29 (continued)

- (c) contributory life insurance under ALIP will maintained at the employee's expense unless the employee instructs otherwise.
- 10. Disability Indemnity Plan (D.I.P.)**

 - (a) for the duration of the leave the employee's eligibility for D.I.P. shall be suspended.
 - (b) upon expiry of the leave, the employee may receive benefits after serving the twelve (12) hour waiting period and the employee will be eligible for the full fifty-two (52) weeks as per Article 37.
- 11. Long Term Disability Plan (L.T.D.)**

 - (a) for the duration of the leave, the employee will maintain the employee portion of the premium, which will be deducted bi-weekly. However, benefits will not be paid until the lapse of the DIP benefits period.
- 12. Alcan Pension Plan (A.P.P.)**

 - (a) during periods of accumulation and leave the employee's A.P.P. contribution shall be based on their wage as though they were not participating in the sabbatical leave plan.
 - (b) pension plan contributions will be deducted on a bi-weekly basis.
 - (c) pensionable service to continue as normal

13. Death

- (a)** in the event of the **employee's death during the accumulation period, the accumulated amount, including interest, shall be paid to the employee's estate.**
- (b)** in the event of the employee's death during the period of leave, the remainder of the accumulated amount, including interest, shall be paid to the employee's estate.

14. Cancellation of Contract

- (a)** in the event of dismissal, termination, permanent disability, suspension exceeding twelve (12) months or voluntary withdrawal from the plan during the accumulation period, the contract shall be terminated as of the date of the event,
- (b) in such cases above, the accumulated amount, including interest shall be paid to the employee.**
- (c)** any application for another **sabbatical leave by an employee who has cancelled from the plan shall be reviewed by the Company Administrator and an Union Representative.**
 - (i) Sabbatical Leave will not be cancelled except in the event of undue personal hardship and
 - (ii) Must be approved by the above representatives.
 - (iii) Any application for another sabbatical leave by an employee who has cancelled from the plan shall be reviewed by the above representatives.

12-LU-#2 (continued)

IS. Suspension of the Plan

(a) in the case of any absence of less than one (1) year, the employee shall have the option to:

- i) continue to participate in the sabbatical leave plan by paying the necessary amounts to Sun Life Trust;
- ii) suspend their participation in the plan for a period equivalent to that of the absence Subject to 2 (d), the employee must have completed the accumulation period initially selected before being able to go on leave.

16. Layoff

(a) during the period of the leave, an employee who has been laid off shall be able to avail themselves to the provisions of the collective agreement pertaining to layoffs.

With the exception of the provisions of agreement contained herein, the collective agreement shall remain unchanged.

A P P E N D I X I

Accumulation Period	Deduction During Period	Duration of Leave	wages During Leave
4 Years	20%	1 year	80%*
4 years	10%	6 months	80%*
2 years	20%	6 months	80%*

- percentage is only a targeted amount if all goes according to plan - not a promise or commitment. In fact you will receive 1/26 or 1/13 of accumulation.

LETTER OF UNDERSTANDING

13-LU-#1

Vacation Scheduling

ENTERED INTO THIS 26th day of July, 1996

It is the intention of the parties to develop a system for scheduling vacation in the calendar year which facilitates employees' needs as much as possible while respecting employees' seniority rights and management's needs to schedule work. Therefore the parties agree as follows.

- 1.) **The normal vacation scheduling period will be the two (2) months prior to the start of the calendar year.**
- 2.) Vacations booked during the normal scheduling period will be scheduled in accordance with Article 13 of the agreement
- 3.) Any vacation not booked by 1 January or cancelled thereafter will be scheduled on a first come first served basis with company seniority being the deciding factor in an event of a dispute.
- 4.) When an employee's express **preference is booked, this** preference will not be **denied except in case of breakdown or** in case vacations are **offered in lieu of layoff, and the** employee will be given a **minimum** of twenty-four (24) hours notice of the denial.

5.) Article 13.03(c)

“Subject to the provisions of Sections 13.01(a), 13.01(g) and 13.02, vacations may be SCHEDULED at any time during the CALENDAR YEAR.

Notwithstanding this, vacation pay is earned and disbursed according to the payroll year. “Payroll year” as that term is used in the Collective Agreement shall mean the period from the first day of pay period number (#1) to the last day of pay period number twenty-six (#26) or number twenty-seven (#27) as the case may be, inclusive.”

It is agreed the attached “Yearly Joint Communication to All Hourly Paid Employees” will be issued to each employee just prior to the beginning of the first round of vacation bookings by supervisor.

YEARLY JOINT COMMUNICATION
TO
ALL HOURLY PAID EMPLOYEE

Subject: Vacation Scheduling

The Union and Management have agreed to issue this joint communication.

The changes made to **vacation scheduling during the 1996** negotiations solved the **majority of problems with vacation** scheduling. Unfortunately, a new problem arose making it difficult to book vacations during the **Christmas** holidays. To resolve this issue the parties have agreed to change the language so vacations **now may be scheduled at any time** during the CALENDAR YEAR rather than the payroll year. This makes it possible once more to book to the end of the calendar year and therefore, includes Christmas in each scheduling year.

The normal scheduling period will be the two (2) months prior to the start of the calendar year (always starts 1 November). In order to prevent resurfacing of some of the previous problems that this method of vacation scheduling caused, the parties have agreed to the following definitions:

Calendar Year

The period of time between 1 January and 31 December inclusive.

Payroll Year Article 13.01(c)

It extends from the day of pay period number one (#1) to the last day of pay period number twenty-six (#26) or number twenty-seven (#27) as the case may be, inclusive. This date varies from year-to-year but the Payroll Year ALWAYS ends on the Sunday immediately previous to the last payday of the payroll year.

Deferred Vacation Article 13.01(g)

Vacation saved from one PAYROLL year to be taken in the next PAYROLL YEAR. VACATION TIME CANNOT BE DEFERRED IF EARLY PAY HAS BEEN RECEIVED FOR IT.

Early Pay Article 13.01(e)

This is when you have received your vacation pay but HAVE NOT scheduled the time. You can only receive early pay for vacation time in excess of fourteen (14) days. Time for which early pay has been received should be taken before any other vacation time. Most importantly, you must understand that if you take early pay AND IF YOU DO NOT SCHEDULE AND TAKE THE TIME BEFORE THE END OF THE PAYROLL YEAR THIS TIME IS CONSIDERED AS "SOLD BACK" AND YOU LOSE THIS VACATION TIME.

Note: This can not be changed as it is a Federal Tax Law and not an item that can be negotiated by the parties.

Scheduling Period 13-LU-#1

The time period during which vacations are scheduled for the next calendar year which begins 1 November. All scheduling will be done in accordance with the terms and conditions as set out in Article 13 starting the preferred period as defined in Article 13.02(a).

Due to the changing nature of the PAYROLL YEAR Christmas can arrive after the payroll year has ended. In those years, any employee who has booked their vacation around the Christmas holidays has in effect DEFERRED their vacation. Where an employee schedules Christmas vacation and that vacation time falls within the following PAYROLL YEAR, the employee must ensure the the scheduled is with money.

It is the parties intent to issue this communication at the start of the booking period each year.

LETTER OF UNDERSTANDING

14-LU-#1

Heritage Day

ENTERED INTO THIS 18th day of October, 1977.

The purpose of this Letter of Understanding is to record the agreement reached between the parties with respect to "Heritage Day"

Should the Government of Canada proclaim Heritage Day as a Statutory Holiday, it shall be observed as a Statutory Holiday for the teaching term of the Collective Agreement in accordance with the terms and conditions of Article 14.

In the event that "Heritage Day" is not proclaimed during the term of the Collective Agreement, this Letter of Understanding shall be cancelled

LETTER OF UNDERSTANDING

17-LU-#1

Continuous Twelve Hour Shift #12, #31, #34, and #61

ENTERED INTO THIS 7th day of May, 1991.

It is jointly agreed by the Company and the Union that those employees in the following department will work a compressed work week as set out on the accompanying shift schedules attached.

<u>Department</u>	<u>Shift Schedule</u>
New Anode Paste Plant (835-835)	12
Works Power Department Operating Section (924-373)	31
Kemano Control Room (946-946)	31
Potrooms 1-8 and Casting (those departments on Shift Schedule 16 as of 22 February 1989)	34
Ingot Finishing Department (876-876)	34
Shift Electricians (641-641)	34
Shift Millwrights (656-656)	34
Shift Mechanics (633-633)	34
coke Calciner (820-820)	61
Dry Scrubber Operations (592-592)	61
First Aid (524-524)	61
Steam Plant (726.726)	61

The right to arrange the days of work during the week and to assign

each employee to a specific arrangement shall remain with the Company. The Company **undertakes to ensure that** each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions:

a. Article 4.02 (f)

The days of leave granted to each employee under this Article will equal the number of days in their regular work week (i.e, 3 or 4).

b. Article 12.03

Paid leave granted under this Article will be granted as follows at the preference of the employee.

- i) eight (8) hours per day for four (4) days; or
- ii) twelve (12) hours per day to a maximum of thirty-two hours.

Additional time off within the four days must be taken as banked time before a leave of absence without pay will be granted.

c. Article 12.05

In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.

d. Article 14

A Statutory Holiday for payment purposes will commence 7:00 p.m. the previous day and end at 7:00 p.m. on the Statutory Holiday.

- e. Article 15**
Shift premium will be paid on the night shift only (7:00 p.m. - 7:00 am.). This shift premium shall be calculated as follows:

(8 hours at afternoon shift? premium + 8 hours at midnight shift premium) + 12 hours
- f. Article 16**
Saturday premium shall be paid for the 24 hour period commencing 7:00 p.m. Friday and ending at 7:00 p.m. Saturday. Sunday premium shall be paid for the 24 hour period commencing 7:00 p.m. Saturday and ending at 7:00 p.m. Sunday.
- g. Article 17.01**
For those on Shift Schedules #12, #31, and #34, the hours of work shall consist of a regular shift of not more than 12 hours in a day to average 42 hours per week over a two-week period. For those on Shift Schedule #61, the hours of work shall consist of a regular shift of not more than 12 hours in a day to average 42 hours per week over an eight-week period. The work week shall be the seven (7) day period starting 7:00 p.m. Sunday to 7:00 p.m. the following Sunday.
- h. Article 17.03 (c)**
The time between regular shifts without attending overtime payment shall become twelve (12) hours.

17-LU-# 1 (continued)

- i. Article 17.03 (d) (iii)
For those on Shift Schedules #12, #31, #34, and #61. this Article shall read "... after they have completed their regularly scheduled shifts in the same week"
- j. Article 17.05 (a)
The starting and stopping times for employees on Shift Schedules #12, #31, #34 and #61 shall be:

Start 7:00 a.m. Stop 7:00p.m.
Start 7:00 p.m. stop 7:00a.m.
- k. Article 18.03
The payment of double time will not commence under Sections 14.08, 17.03(b) or 17.03(c) until the consecutive hours paid at the overtime rate have exceeded twelve (12).
- l. Article 19.01 (a)
For those employees working 12 hour days the length of the prior notice when informing them that they are not required for work on their next regular shift becomes 12 hours.
- m. Article 26.03
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
- n. Appendix V-4(d)
It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight hours; day while they are actually involved in Job Evaluation duties.

LETTER OF UNDERSTANDING

17-LU-#2

Compensating Shifts Off

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreed upon conditions that shall supersede any conflicting terms of the Collective Labour Agreement.

Those hours in excess of forty (40), averaged over a period of weeks as detailed below, are designated as Compensation for Time Worked (CFTW). The specific days on which Compensation for Time Worked occurs is noted for each relevant shift schedule.

Shift Schedule	Length of Shift-Hours	Averaging Period Weeks	Hours Banked Per CFTW Day	# CFTW Days Per Ave Period
31	12	2	4	1
34	12	2	4	1
37	12	2	4	1
38	12	2	4	1
61	12	8	8	2

The following conditions shall apply to the foregoing:

1. Should an employee, working on the continuous shift schedule to which they are normally assigned, work those hours designated as Compensation for Time Worked, those hours shall be accumulated.

2. For the purpose of accumulating Compensation for Tie Worked (and for scheduling Compensating Shift Off), two periods of approximately six months each shall be established. Period A shall be defined as being from the beginning of the pay period following the one containing 01 January to the end of the pay period containing 01 July of the same year.

Period B shall be defined as being from the beginning of the pay period following the one containing 01 July to the end of the pay period containing 01 January of the following year.

CFTW's earned in one period may be taken off in the same period, but must be *taken* off by the end of the next period.

3. Compensating Shifts Off shall be scheduled on the basis of one hour off of scheduled working time for each hour of accumulated Compensation for Tie Worked.

4. For 12-hour shifts only, Compensating Shifts Off may be scheduled in 4-hour blocks. Usually the 4-hour block will be used in conjunction with floaters banked stats, or bereavement leave to generate one complete 12-hour shift.

5. Compensating Shifts Off shall be granted adjacent to a regular loaf period.

6. An employee who is given Compensating Shifts Off on either one or both qualifying shifts for Statutory Holiday pay, shall be considered to have worked on that shift or shifts for the purpose of Article 14.06(a).

Subject to the Companys approval, au employee who is requited to work on a Statutory Holiday may be given a Compensating Shift Off on the Holiday without loss of Holiday pay.

7. CFTW's must be taken at time satisfactory to the Company. When possible, these will be **arranged with the expressed** preference of the employee. **Compensating Shifts Off may be** scheduled in single shifts or in **a block of shifts equivalent to** one shift rotation. Compensation Shifts Off may be taken during the preferred period provided that operating conditions and vacation schedules permit. However, vacations will take precedence over Compensating Shifts Off.

8. When an employee earns a Compensating Shift Off as a result of working hours designated as Compensation for Time Worked as described in Section one (1) above, payment for that time shall be made in the following manners

- a. AU Compensation for Tie Worked hours worked shall be calculated on the employee's hourly wage rate for that shift plus 25%
 - b. The employee shall receive pay for Compensating Shift(s) Off on the next relevant pay day at the time when they are granted their Compensating Shift(s) Off.
 - c. The pay received when the Compensating Shift(s) Off is taken shall be based on the average of all Compensation for Time Worked that has been credited **to the employee.**
 - d. All premiums canted during the Compensation for **The Worked** shall be paid on the next relevant pay day.
9. Should an employee be scheduled to receive a Compensating Shift Off during hours that are designated as Compensation for Tie Worked on the shift schedule to which they are assigned, such Compensating Shift Off shall be deferred to the following period (A or B as appropriate) and there will be no earned Compensation for Time Worked and no Compensation for Time Worked will accumulate.
10. Should an employee not work on the designated **Compensation** for Time Worked hours within a work week of the shift schedule to which they are assigned because of:

17-LU-#2 10(continued)

- Bereavement leave
- b. Jury/witness service
- c. vacations
- d. Non-occupational illness
- e. Occupational injury or illness

They shall receive the appropriate compensation, if any, just as for any other regular hours not worked for these reasons. However, no Compensation for Time Worked shall ~~accumulate to their credit, nor shall~~ any pay be deferred, nor ~~shall any Compensation for Time~~ Worked premium be payable.

11. Should an employee be required to work on a Compensating Shift off, the hours worked shall not be considered to be part of their regular shift schedule and the employee shall be paid at the overtime rate as set forth in Section 18.03 for such hours as are worked. in addition to the pay received for the Compensating Shift Off. This shall be considered full compensation for the compensating time off.
12. An employee who has accumulated Compensation for Time Worked to **their** credit, and who is assigned to a shift schedule not covered by this Letter of Understanding shall be given such time off with pay plus the 25% premium in a period to be determined by the Company which shall in no event be later than the period specified in Section 2 above and during which period **they** would normally have been expected to have had scheduled **their Compensating** Shifts Off.

17-LU-#2 (continued)

13. An employee who has accumulated Compensation for Time Worked to their credit and who is laid off or who *leaves the* employ of the Company before being granted such Compensating Shift Off, shall be paid for such hours as specified in Section 8 (a) above, at the time of their leaving.

LETTER OF UNDERSTANDING

17-LU-#3

Kemano Powerhouse Maintenance Definition of Day Worker

ENTERED INTO THIS 31st day of July, 1995.

This letter will record the *agreement* between the parties and will apply to those Powerhouse Maintenance employees assigned to Department 945.

In the application of Article 17.04(a), for those employees who have requested this change, the term "Day Worker" is amended as follows:

"... The term "Day Worker" shall apply to employees employed at Kemano whose regular shift generally starts at 7:00 am and stops at 3:30 p.m. with an unpaid meal interval of one-half hour (1/2 hour), generally between the hours of 12:00 noon and 12:30 p.m."

This agreement will remain in force for the term of the Collective Labour *Agreement* and may be cancelled by either party by giving 60 days' written notice to the other party of its intentions.

LETTER OF UNDERSTANDING

17-LU-#4
Shift #37
Department 599,620,633 & 952

ENTERED INTO THIS 23rd day of December, 1992

It is jointly agreed between the Company and the Union that those employees in Department 599 (Office Facilities & Maintenance), Department 620 (Casting Maintenance), Department 633 (Garage) and Department 952 (Kemano First Aid) will work a compressed work week as set out on shift schedule #37.

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. The Company undertakes to ensure each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions.

a. Article 4.02(f)

The days of leave granted to each employee under this Article will equal the number of days of their regular work week (i.e., 3 or 4)

b. **Article 12.03**

Paid leave granted under this Article will be granted as follows, at the preference of the employee.

17-LU-#4 (b) (continued)

- i) eight (8) hours per day for four (4) days or
- ii) twelve (12) hours per day to a maximum of thirty-two (32) hours.

Additional time off within the four days must be taken as banked time before a leave of absence without pay will be granted.

c. Article 12.05

In each case, the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section,

d. Article 17.01

For those on Shift Schedule #37, the hours of work shall consist of a regular shift of not more than 12 hours in a day to average 42 hours per week over a two week period. The definition of a week is not changed.

c. Article 17.03(c)

The time between regular shifts without attracting overtime payment shall become 12 hours.

f. Article 17.03(d) (iii)

For those on Shift Schedule #37, this Article shall read "after they have completed their regularly scheduled shifts in the same week".

g. Article 17.05(a)

The starting and stopping times for employees on Shift Schedule #37 shall be:

Start 7:00 a.m. Stop: 7:00 p.m.

h. Article 18.03

The payment of double time will not commence under Sections 14.08, 17.03(b) or 17.03(c) until the consecutive hours paid at the overtime rate have exceeded twelve (12).

i. Article 19.01(a)

For those employees working regular twelve hour days the length of prior notice when informing them that they are not required to work on their next regular shift becomes 12 hours.

j. Article 26.03

The amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified.

k. Appendix V-4(d)

It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight hours while they are actually involved in Job Evaluation duties.

LETTER OF UNDERSTANDING

I7-LU-#5

Ten Hour Day Shift Administration

ENTERED INTO THIS 24th day of October, 1977.

It is jointly agreed between the Company and the Union that the hours of work for employees working ten hours a day, four days a week will generally be between Monday and Friday. The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company.

The Company undertakes to ensure that each employee will be assigned work days in consecutive order (Monday to Thursday or Tuesday to Friday). However, the Company reserves the right to alter this sequence in cases of need, without incurring penalty (i.e., shift change premium) provided the hours of work do not exceed ten hours a day and four days a week as a result of the change.

It is agreed that all remaining terms of the Collective Agreement remain in force with the following specific exceptions:

(a) Article 4.02 (f)

The days of leave granted to each employee under this Article will equal the number of **days** in **their regular worked**.

(b) Article 17.01

The hours of work shall consist of a regular shift of not more than ten hours in a day and not more than four such regular shift in a week. The definition of a week is not changed.

(c) Article 17.03 (b)

An alteration in the sequence of days per week shall not constitute a shift change. However, every effort will be made to maintain the work days in consecutive order within the new sequence.

(d) Article 17.03 (c)

The time between regular shifts without attracting Overtime payment shall become thirteen and one-half(13-1/2) hours.

(e) Article 17.03 (d) (iii)

For those on a ten hour day, four day work week this Article shall read"after they have completed four regular shifts in the same week."

(f) Article 17.04 (a)

The starting and stopping times for employees on 10-hour shifts shall be

Start:

stop:

17-LU-#5 (continued)

(b) Article 18.03

The payment of double time will not commence under Sections 14.08, 17.03 (b) or 17.03 (c) until the consecutive hours paid at the overtime rate have exceeded ten (10).

(h) Article 19.01 (a)

For those employees working regular ten hour days the length of prior notice when informing them that they are not required to work on their next regular shift becomes 13-1/2 hours.

(i) Article 12.03, 12.05, 26.01

In each case the amount of pay awarded by the Company shall not exceed eight hours pay per day.

(j) Appendix V - 4(d)

It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight hours a day while they are actually involved in Job Evaluation duties.

It is understood that the foregoing work schedule may be limited to any period of time up to six months from date of commencement.

The attached list of Department/Sections contains the names of all the Department/Sections for which permission has been granted to work 10-hour day 4-day week schedules,

17-LU-#5 (continued)

The list will be amended as required. It is an integral part of the Letter of Understanding and is not intended for any other purpose.

ATTACHMENT

Departments on 10 hours/day, 4 days/week

639 Brick and Concrete Repair

617 Fabrication Shop

633 Garage

LETTER OF UNDERSTANDING

17-LU-#6

Mutual Shift Exchange

ENTERED INTO THIS 27th day of August, 1992.

This Letter of Understanding is an agreement between the parties of the procedures and rules of mutual shift exchange.

The procedures and rules are as follows;

1. An employee wishing to do a mutual exchange with another employee must complete the form "Mutual Exchange of Shift Advice", which is available from their supervisor.
2. Both employees and supervisors must sign the form
3. Employees on a mutual shift exchange are under the same obligation to report to work as they are on their regular shift.
4. In no case will overtime be paid for the hours worked as a result of the mutual shift exchange,
5. Employees on a mutual shift exchange will be paid for the hours actually worked, including premiums.
6. In no case will a mutual shift exchange result in an employee working a twenty-four (24) hour period.
7. The maximum shift exchange allowed at any one time will be two shifts.

8. **The employee requesting the shift exchange will give their supervisor a minimum** of seven (7) days notice. The super- & or may, at their discretion, allow a shift exchange on shorter notice.
9. The Company is under no obligation to make up any hours lost as a result of a mutual shift exchange.
10. The mutual shift exchange must be completed within one calendar month from the date of the first mutual exchange.

This Letter of Understanding will be in effect for the term of the present collective Labour Agreement.

LETTER OF UNDERSTANDING

17-LU-#7

Day Shift Assignments of Union Officials

ENTERED INTO THIS 24th day of October, 1980.

WHEREAS the parties recognize the need to efficiently and promptly resolve problems in the areas of Job Evaluation and Grievances.

AND WHEREAS the parties recognize the desirability of having **the Chairperson of the Job evaluation Committee, the members of the Grievance Committee** and the Recording Secretary readily available during normal day shift hours to ensure the most effective and efficient discharge of their functions;

NOW THEREFORE the parties do agree:

In respect of the Chairperson of the Job Evaluation Committee, the members of the Grievance Committee and the Recording Secretary who are on shifts other than day shift, the provisions of Sections 9.01(c) **and** 9.01(d) of the Collective Labour Agreement shall be waived, except in the case of lay-off, in order that the Company may reassign or transfer the above named Union Officials to day-shift jobs.

Such reassignments or transfers, when made, shall be based on the following criteria:

1. The efficiency of the particular committee to which the Union official belongs requires the regular and/or frequent availability of the Official.
2. The efficiency of the operation is, or would be, impaired as a result of the required absence of the Union official to carry out committee activities while remaining on **their** normal shift schedule.

In those cases in which the parties agree under item (1) above or a determination is made by the Company under item (2) above, the Company shall reassign or transfer the employee based on the following considerations.

1. The job in which the employee is placed will give the greatest amount of consideration possible, to the expressed wishes of the employee.
2. The job will make the greatest use possible of the employee's job skills.
3. The job to which the employee is reassigned or transferred will be of such a nature that it will allow the greatest opportunity possible for **them to carry out their committee** duties as well as ensuring the greatest productivity from **their** available time at work

17-LU-#7 (continued)

In those cases in which the employee is reassigned or transferred to a job which carries a lower basic hourly wage rate than that of their regular job, the Company shall maintain their basic rate at the higher of the two rates, exclusive of all premiums which are an integral part of working shifts other than day shift.

The employee shall continue to accumulate seniorities in their original seniority unit during the term of their Union office regardless of the seniority unit to which they are assigned during that term.

At the end of the **employee's** term in their Union position, which resulted in their reassignment or transfer, they will return to their former job or to another job in their original seniority unit which is available and to which they are entitled by seniority. At that time all maintenance of rates which have resulted as a consequence of this letter of understanding shall cease.

LETTER OF UNDERSTANDING

17-LU-#8

Banking of Statutory Holidays

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreement that an employee, who is normally required to work on Statutory Holidays, will be allowed to accumulate time off to a maximum of eight (8) hours for each **Statutory Holiday worked on** their regular shift for those employees **assigned to an eight (8) hour** shift schedule, and up to twelve (12) hours for employees assigned to twelve (12) hour shift schedule, in accordance with #6 of this Letter of Understanding. For each such Statutory Holiday worked the amount equal to eight (8) hours pay at the employee's regular basic hourly wage rate as defined in 14.08 (b) or at the basic hourly rate of their **temporary** assignment as set out in 14.07 (c) (herein-after called 'holiday pay') will be accumulated and paid to the employee at the time they take such accumulated time off.

The holiday pay received when the banked statutory holiday is taken or sold back shall be based on the average of all banked statutory holiday pay credited to the employee.

The specific terms of the Agreement are as follows:

1. **Employee Eligibility**

To be eligible to participate in the program an employee must meet the following requirements:

17-LU-#8 1(continued)

- a Achieve regular employee status as set out in Article 9.07 of the Collective Agreement
- b. Be normally required to work on Statutory Holidays.

In addition, when required to work on a Statutory Holiday, employees of Wharf Services (642442) who have achieved regular employee status may also participate in the program.

2. **Participation in the Program**

To participate in the program each eligible employee must notify **their Supervisor** of **their** intent by 05 December of each year.

3. **Cancelling Participation**

An employa's participation in the program shall be cancelled under the following conditions:

- a The employee is assigned to a job which does not require them to work Statutory Holidays. In this case the employee will be able to draw out all banked monies and cancel the banked time, or the employee may schedule the banked time to be taken off at a time acceptable to **their** new department.

17-LU-#8 3 (continued)

- b. The employee may elect to discontinue their participation. In this case the employee **must so** notify **their Supervisor** in writing of **their** intent. **On** receipt of such a notice the Company will pay to the employee all banked monies on the next appropriate pay day and all banked time will be cancelled. An employee who discontinues **their participation** in the program may, if they **are** still eligible under the terms of Paragraph 1. begin participation in the program in the following year subject to the requirements of Paragraph 2.

4. Scheduling Procedure

- a. All accumulated time off will be taken at a time satisfactory to the Company and will be arranged when possible, in accordance with the expressed preference of the employee on the basis of departmental seniority.
- b. Accumulated time off earned under this Agreement shall not be taken during the "preferred period" as defined in Article 13.02 of the Collective Agreement and shall be scheduled only after all vacation and C.S.O. schedules have been established.
- c. An employee who is given a banked Statutory Holiday off on either one or both qualifying shifts for Statutory Holiday pay, shall be considered to have worked on that shift or shifts for the purpose of Article 14.07 (a).

17- LU-#8 4 (continued)

- d. An employee's accumulated time off which has been scheduled but not taken because the Company requires the employee to work or they are off work for any reasons shall be rescheduled immediately.
- e. Accumulated time off may be scheduled up to six months beyond the end of a cancellation date. Any time not taken at the end of that six month period will be cancelled and the monies owing will be paid to the employee on their next appropriate pay day.

5. **Sell Back**

In lieu of taking a banked Statutory Holiday, an employee shall be entitled to a payment equal to the amount defined in the preamble of this letter. Such payment shall be paid on the next appropriate pay day.

On the day following the end of pay period #6 of each year, any remaining banked Statutory Holidays accumulated during the previous payroll year will be deemed to have been sold back.

Where Statutory Holidays are deemed to have been sold back, the employee shall be entitled, on their next regular pay day, to a payment calculated in accordance with the preamble of this letter.

- 6. Employees assigned to shift schedule of twelve (12) hours shall also be entitled to bank applicable statutory holiday pay premium in addition to the eight (8) hours statutory holiday pay to total twelve (12) hours of pay at the regular hourly rate.

Differences arising between the parties shall be the subject of discussion by the Labour Relations Committee. The parties may cancel this Letter of Understanding at any time by mutual agreement. In any case this Letter of Understanding will lapse with the Collective Agreement unless specifically renewed by the Parties.

LETTER OF UNDERSTANDING

17-LU-#9

Twelve Hour Shift - Wharf

ENTERED INTO THIS 20th day of June. 1996.

It is jointly agreed by the Company and the Union that those employees in Department 704 (Wharf) will work a compressed work week as set out on the accompanying shift schedule attached.

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. The Company undertakes to ensure that each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions:

- (a) Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days in their regular work week (i.e. 3 or 4).
- (b) **Article**
Learner Structure:
- three (3) levels - Learner 1,2,3
 - two (2) Job Class increments
 - starting rate - Job Class 13 - 3,000 hours Learner Structure overall
Learner I -Job Class 13

17-LU-#9 (b) (continued)

Learner 2 - (after 1000 hours at Learner 1) - Job Class 15

Learner 3 - (after 1000 hours at Learner 2) - Job Class 17

Equipment Operator Wharf - (after 1000 hours at Learner 3) -Job Class 19 (Unevaluated)

Crane Operator Wharf - Job Class 23 (Unevaluated)

Crewleader Wharf- Job Class 24 (Unevaluated)

This agreement is made without prejudice regarding negotiating jobs that fall within the Job Evaluation Plan.

(c) **Article 12.03**

Paid leave granted under this Article will be granted as follows, at the preference of the employee.

- i) eight (8) hours per day for four (4) days: or
- ii) twelve (12) hours per day to a maximum of thirty-two hours.

In the case of option i), additional time off within the four days must be taken as banked time before a leave of absence without pay will be granted.

(d) **Article 12.05**

In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.

(e) **Article 14**

A Statutory Holiday for payment purposes will commence 7:00 p.m. the previous day and end *at 7:00* p.m. on the Statutory Holiday.

(f) **Article 14.04**

"The term "continuous operation" when used in this Agreement shall include Wharf operations or ancillary operations in conjunction with the wharf. Notwithstanding the above, it is understood that no employee will be required to work on the loading or unloading of ships on Christmas Day and New Year's Day."

The above language is deleted for those employees at the Wharf who are on twelve-hour shifts.

(g) **Article 15**

Shift premium will be paid on the night shift only (7:00 p.m. - 7:00 a.m.). This shift premium shall be calculated as follows:

17-LU-#9 (g) (continued)

(8 hours at afternoon shift premium + 8 hours at midnight shift premium) + 12 hours

(h) Article 16.01

An employee who is required to work on Saturday or Sunday shall receive a premium of \$1.65 per hour for all straight time hours worked on those days, furthermore:

Effective 24 July 2000 this amount will increase to **\$1.70**.

Weekend premium shall be paid for the 48 hour period commencing 7:00 p.m. Friday and ending at 7:00 p.m. Sunday.

(i) Article 17.01

For those on Shift Schedule #61, the hours of work shall consist of a regular shift of not more than 12 hours in a day to average 42 hours per week over an eight-week period. The work week shall be the seven (7) day period starting 7:00 p.m. Sunday to 7:00 p.m. the following Sunday.

(i) Article 17.03 (c)

The time between regular shift without attracting overtime payment shall become twelve (12) hours.

(k) Article 17.03 (d) (iii)

For those on Shift Schedule #61, this Article shall read "... after they have completed their regularly scheduled shifts in the same week."

(l) Article 17.05 (a)

The starting and stopping times for employment on Shift Schedule #61 shall be:

Start 7:00 a.m. Stop 7:00 p.m.
Start 7:00 p.m. Stop 7:00 a.m.

(m) Article 18.03

The payment of double time will not commence under Sections 14.08(a), 17.03(b) or 17.03(c) until the consecutive hours paid at the overtime rate have exceeded twelve (12).

(n) Article 19.01 (a)

For those employees working 12 hour days the length of the prior notice when informing them that they are not required for work on their next regular shift becomes 12 hours.

(o) Article 19.01 (b)

Both parties agree that this Article no longer applies and so is now deleted.

17-LU-#9 (continued)

(p) Article 19.01 (c)

Both parties agree that this Article no longer applies and so is now deleted. |

(q) Article 26.03

In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.

(r) Appendix V-4(d)

It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight hours a day while they are actually involved in Job Evaluation duties.

This agreement will remain in force for the term of the Collective Labour Agreement.

LETTER OF UNDERSTANDING

18-LU-#1

Overtime Distribution Snow Removal

ENTERED INTO THIS 4th day of May 1999

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding employees entitled to work overtime specifically for snow clearing duties at the Kitimat plant site.

It is agreed this Letter will not set any precedence for any other section of *Kitimat Works*.

It is agreed that in order to achieve efficient snow removal that the employee in Department 638 - Mobile Equipment in the classification of Recovery Equipment Operator, Job Code 174200, will be entitled to work overtime along with those employees who normally perform snow clearing duties. The two employees presently in this position are M. Correia, 6-16807 and R. Wallace, 6-93903.

It is further agreed that the application of overtime for snow clearing will be in accordance with the *Kitimat Works Overtime Policy*.

It is understood that this exception is only for snow clearing and applies only to the two employees mentioned above. It is also understood that this agreement does not apply in the reverse, i.e. Vacuum Truck / Recoveryman overtime cannot be accessed by the mobile equipment operators / snow clearing crew.

LETTER OF UNDERSTANDING

20-LU-#1

Union Health and Safety **Training**

ENTERED INTO THIS 26th day of **July, 1985**.

The purpose of this letter is to record the agreement between the Company and the Union in respect to Occupational Health and Safety Seminars provided by the Union for its Occupational Health and Safety Representatives.

WHEREAS the Company and the Union recognize the benefits to be gained from a safe and healthy workplace

AND WHEREAS the Union undertakes to give full support to mutual objectives through the promotion of Occupational Health and Safety education

AND WHEREAS the Company recognizes the Union's contribution and the value of having an effective number of qualified Occupational Health and Safety Representatives;

NOW THEREFORE the parties do agree that the management shall maintain the earnings of the Union instructors, for class time and travel time to and from Kemano only, and also the employees attending the Occupational Health and Safety seminars conducted by the Union. The maintenance of earnings shall not exceed a maximum of one thousand two hundred and eighty (1,280) hours in any one calendar year. Maintenance of earnings shall be according to section 26.03 of the Agreement, provided that:

20-LU-# 1 (continued)

1. The Union furnishes the Company with the agenda a detailed and complete description of the contents, and a list of the participants for each seminar at least thirty (30) calendar days prior to the starting date, and
2. The material in the seminar shall consist of areas of Occupational Health and Safety insofar as it relates to hazards in the Alcan workplace and the Workers' Compensation Board Industrial Health and Safety Regulations.
3. The Company agrees to the proposal.

Leaves of Absence to attend a seminar shall be administered under Section 4.02(d) of the Collective Labour Agreement where the maximum number of employees granted leave may be amended as agreed to by the parties.

This Letter of Understanding shall remain in force throughout the term of the Collective Labour Agreement and may be renewed by mutual agreement between the parties.

LETTER OF UNDERSTANDING

20-LU-#2

Safe Working Practices Policy

ENTERED INTO THIS 1st day of April, 1996.

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding the safe working practices policy statement.

Both the Company and the Union are concerned with the number of accidents, often with high potential for serious injury. We have identified ten specific areas listed in this policy statement which have been identified as being responsible for many of these accidents.

In an effort to correct this situation the Company and the Union agree to promote safe working practices at the Smelter Site and Kemano. The Company and the Union are jointly committed to getting all employees, staff, hourly and contractors alike, to follow these practices.

1. You will be required to operate various types of mobile equipment. The safe operation of that equipment is your greatest responsibility. Inspect the equipment before use and report all defects immediately; do not move it unless you are sure the path is clear obey all speed limits and traffic signs; and ensure the vehicle is immobilized if left unattended.

20-LU-#2 (continued)

2. The supervisor must ensure that you are adequately trained for the job you are assigned. Follow the correct procedures: and if you don't know, ask. If you have not been adequately trained, then refuse
3. Protect yourself when you are required to work on "energized" equipment. Lock out the power supply and block or chain as required to prevent movement. Test that it won't start and can't move before you work on an equipment. Special procedure and training are required before you work on "energized" equipment.
4. Report all injuries as well as damage, near misses and any electrical shock incidents. This ensures appropriate medical treatment and provides an opportunity to eliminate the causes of accidents before someone gets seriously hurt.
5. As a pedestrian, be aware of vehicle traffic. Stop, look and listen before entering traffic routes. Always assume that the vehicle operator does not see you and communicate with each other before working around the equipment.
6. Personal protective equipment is your last line of defense. Wear the appropriate PPE for the job you are doing and wear it correctly. Your Supervisor will ensure appropriate PPE is provided
7. Don't take "short cuts". Work at a safe pace; don't rush; and do the job as trained.
8. You must know the emergency procedures and muster stations for your work area. The supervisor will review these with you. Be sure you understand them completely.

9. With the right equipment the job goes safely and efficiently. Be sure to use the proper equipment for the job you are doing. Unauthorized modification of equipment is prohibited.
10. Your safety and the safety of those around you depends on you keeping your mind on the job. Horseplay, illegal drugs and alcohol are prohibited on the Plant Site.

It is jointly agreed between Management and the Union that education and training are the best process to correct unsafe work practices. Employees will be adequately trained. When it is clear that education and training do not work in achieving compliance with safe working practices, or where a blatant disregard to safe working practices is evident, management may take whatever action they deem necessary to correct the behaviour. In that event, nothing prevents the Union from addressing the matter through the grievance procedure.

Either party can cancel this letter upon written notice to the other party.

LETTER OF UNDERSTANDING

20-LU-#3

Full-Time Union Safety Representative

ENTERED INTO THIS 2nd day of July, 1999.

Both parties agree that Safety and the physical well-being of people working in Kitimat/Kemano is the top priority. Both parties recognize the importance of a high profile, aggressive, non-adversarial, jointly managed Health and Safety program to safeguard workers health and safety.

Therefore, the parties have agreed to create the role of a full-time *CAW* Health and Safety Representative whose role is to promote this program through problem-solving, internal responsibility, and the maintenance of a non-adversarial relationship between the parties regarding issues.

Both parties further agree the Union Safety Representative will utilize all the avenues available to resolve safety problems, will report both positive and negative situations encountered to the *CAW* Membership and the *KKOHS*, and will pursue Health and Safety issues aggressively.

The Parties agree as follows:

1. a) The position of *CAW* Safety Representative shall be considered a full-time position, and will be paid at the hourly rate for Trades Group 1, based on an eight (8) hour day, and a forty (40) hour week. The job description for this position is attached as Appendix 'A' to this Letter.

20-LU-#3 (continued)

- b) This paragraph will not apply to the alternate Safety Representative.
- 2. The Parties recognize and agree this is a significant change to the relationship, and may need to be reviewed on a regular basis. Either Party may give written notice of intent to review and/or re-negotiate this Letter to improve and enhance the relationship between management and the union. Upon such notice, the Parties shall, within thirty (30) calendar days, meet and mutually agree on the terms of this Letter. Should the Parties fail to reach mutual agreement within the thirty (30) calendar day period, either Party may, by written notice, cancel this Letter. In the event of cancellation of this Letter, all affected contract language will revert back to the language agreed to prior to this Letter.

APPENDIX "A" Job Description

Job Title: CAW Health & Safety Representative Date: June 30, 1999

1) Scope:

Under the direction of the CAW Local 2301 President, Executive and O.H.&S. Council Executive, provides advice and assistance on Health and Safety matters. The CAW Health & Safety Representative also performs duties as required by regulations. The Health and Safety Representative reports functionally to the Kitimat/Kemano Occupational Health and Safety Committee's (KKOHS) co-chairs.

Appendix "A" Job Description (continued)

The Health and Safety Representative reports administratively to the Safety supervisor regarding absences, scheduled vacation, etc. If required to work outside regular scheduled hours, the Safety Representative will be paid as per article 4.03. Furthermore, the Health and Safety Representative will keep in contact with the Safety supervisor or delegate in regards to their daily activities. Time spent on activities other than Health and Safety will be billed back to the union.

The Health and Safety Representative when on vacation or out of town, will inform the safety department of their replacement. This replacement will be available for call-in in case of an emergency.

Duties:

1. On a quarterly basis, with an Alcan safety representative the Health and Safety representative conducts tours of the Kitimat/Kemano operation that includes informal discussion with staff and hourly.
2. Identify substandard conditions and acts. Assists the organisation with the corrections.
3. Make recommendations on health and safety issues to the workers and/or the organization.
4. Employees have legal rights and obligations under WCB 3.24 and the Health and Safety representative will provide advice as required.

Appendix "A" Job Description (continued)

5. Accompany the WCB inspector when they come on site and answers WCB inquires.
6. When requested by Alcan management or CAW participates in required task analysis (occupation, task and conditions).
7. Once a month, attend at least one organization O.H.&S. meeting as a resource person to utilize their expertise in WCB regulations, communicate information from the KKOHS and answer questions related to any Health and Safety issues.
8. Receive workers complaints related to health and safety, follow up on them and inform the organization involved and the Safety department.
9. Attend organizations investigations, HI Po reviews, safety meetings. as CAW and/ or management required.
10. Follow up with management or if need be the KKOHS, on outstanding safety issues identified during the course of their duties.
11. As mandated by the KKOHS, be an active member of or be a resource person for plant Health and Safety sub committees.
Example: Respiratory protection/Emergency
Preparedness/
New regulations

Appendix "A" Job Description (continued)

12. Provide the same services for Kemano as for Kitimat.
14. The Health and Safety representative is responsible to co-ordinate health and safety training to the union O.&H.&S. representatives as per 20-LU-#2. They will provide the information as stated in 20-LU-#2 prior to requesting time off for the participants.
15. The Health & Safety Representative will participate in specialized program reviews, (audits) as requested by the Safety Department and as directed by the Union Executive.
15. The Health and Safety representative will meet all their obligations as stated in the WCB and O.H.&S. regulations and the collective labour agreement.

LETTER OF UNDERSTANDING

21-LU-#1

Addition to Clothing Allowance

ENTERED INTO THIS 5 day of MAY, 1999.

Article 21.02 B(i) of the CLA states:

The Company shall supply potroom production workers and casting production workers an additional credit at stores towards the purchase of normal working apparel , in the amount of Fifty five dollars (\$55).

The parties jointly agree that this additional to the article he made.
"These additional credits will be extended to employees in the following Job Classifications: Repairman Potrooms JC 176000 and Maintenance Man Pot Exhaust JC 157300." Effective 7 February 2000, Departments 822 and 831 will be entitled to the above additional credit.

LETTER OF UNDERSTANDING

22-LU-#1

Medical Placement Program

ENTERED INTO THIS 26th day of June, 1996.

The purpose of this Letter is to set out the agreement between the Union and the Company regarding the placement of both temporarily and permanently disabled employees.

Scope

The Joint Medical Placement Committee directs the placement of temporarily and permanently disabled employees into meaningful work throughout Kitimat and Kemano which has been identified as falling within the disabled employee's restrictions.

Meaningful work is defined as:

1. Work that is considered to be useful to the employee with regards to helping the employee in their recovery, (i.e. helps the employee get back to normal routine, is an avenue to make the employee feel useful, and gives them a sense of accomplishment).
2. Work that is productive in the context of:
 - (a) the level of work is consistent with the hours worked;
 - (b) legitimate tasks that would need to be performed in any event;
 - (c) work that will be useful to the employee at their regular job once they return (i.e. upgrading, courses education etc. on skills and safety).

Mandate of Joint Medical Placement Committee

1. There shall be two (2) Union representatives and two (2) Company Representatives which comprise the committee. One of the Company Representatives shall be the Work Accommodation Coordinator.
2. Meet bi-weekly or as required to
 - (a) review the effectiveness of the Medical Placement program;
 - (b) review recommendations for proposals or revisions to improve the administrations of the Medical Placement program;
 - (c) discuss and make decision regarding modification to the procedures/guidelines of the Medical Placement Program;
 - (d) discuss case issues:
 - (ii) review a summary of individual case activities;
 - review the current medical restriction status of the placement employees;
 - (iii) review options outline for individual cases;
 - (iv) review the recommended actions provided for individual cases;
 - (v) discuss and make decisions regarding Medical Placement employees.
3. Monitor the education of Plant forces.
4. Make field trips when necessary to determine suitability of work regarding a proposed placement

22-LU-# 1 (continued)

5. Discuss and address legitimate concerns of area management regarding a Medical Placement decision.
6. Recommend modifications to a job which would allow the disabled person to be placed into that position. Area Management will allow such modifications unless it significantly impairs the efficiency of the operation.
7. Will provide direction in the initial set-up of the Rehabilitation Program once approved by the Parties.
8. The Committee will consult with Managers prior to making a decision. The Committee shall have functional authority to implement solutions. If agreement can't be reached within the Committee, the matter will be referred to the Human Resources Manager and the Union President (or their delegates) for suggestions on how to achieve consensus. The Committee decision will be final.
9. We Company will maintain the regular earnings of the Union Members of the Joint Medical Placement Committee.

Mandate of Work Accommodation Coordinator

1. To administer the Medical Placement Program as defined by the Parties to the Agreement.
2. To make regular reports to the Joint Medical Placement Committee regarding the status of disabled employees.
3. To bring area concerns regarding placements to the attention of the Medical Placement Committee.

22-LU-#1 (continued)

4. To ensure the personal physician is consulted regarding the compatibility of a placement job with the employee's restrictions prior to placement.
5. To follow and implement decisions of the Medical Placement committee.

Rehabilitation Program

The Joint Medical Placement Committee shall make recommendations to the Union and the Company regarding the **continuation** of the Rehabilitation **Program**. **The** recommendations will cover the following information:

- potential location
- nature of work available
- numbers of employees the centre could accommodate
- admission criteria
- supervision
- implementation costs (approximately)
- costs (approximately)

Definition:

An on-site facility where disabled employees can attend and perform meaningful work. Such a facility will act as a tool to assist the reintegration of the employee back into the workforce and to assess their ability to perform other work which may become available throughout the Works.

22-LU-#1 (continued)

The employee's rate of pay will be that of their last live filed job

The Parties understand and agree that a revision to the Letter of Understanding will be necessary upon the introduction of a **permanent Rehabilitation Program**.

Operation of Letter of Understanding

Both Parties agree that upon the signing of this Letter of Understanding, Letter of Agreement #42 is null and void unless and until this Letter of Understanding is cancelled by either Party, in which case Letter of Agreement #42 will be reinstated.

The Parties agree Articles 10.03, 22.01 and 22.02 of the Collective Agreement apply in the operation of this Letter of Understanding.

The Parties agree this Letter of Understanding may be cancelled by either Party upon written notice to the other Party.

LETTER OF UNDERSTANDING

22-LU-#2

Wage Rate Retention and Pensionable Earnings

ENTERED INTO THIS 8th day of June, 1983.

This Letter of Understanding outlines wage rate retention and pensionable earnings protection for employees who are placed permanently through the Special Placement Program.

1. Wage Rate Retention for Placed Employees

In order to be eligible for wage rate retention, an employee must have completed the probationary period. Wage rate retention shall consist of:

- a) The basic regular hourly wage rate for the employee's job classification immediately prior to their placement for a period of three weeks for each full year of continuous service at the date of placement.
- b) An adjusted basic hourly wage rate which is midway between the regular basic hourly wage rate for the employee's job classification immediately prior to their placement and the regular basic hourly wage rate of the job classification to which the employee is placed for an additional period of three weeks for each year of continuous service at the date of placement.

22-LU-#2 b(continued)

At the end of this period, the placed employee shall be paid the regular basic hourly wage rate of the job classification to which they are assigned.

2. Pensionable Earnings

In order to be eligible for pensionable earnings protection, an employee must be at least fifty (50) years of age and have at least twenty (20) years of continuous service at the date of placement requested by the Company's Occupational Health Department. Pensionable earnings protection shall consist of the following:

- a) For the purposes of determining pensionable earnings protection the regular basic hourly wage rate for the employee's job classification immediately prior to their placement shall be used.
- b) The additional funding necessitated by Paragraph 2 (a) above will be provided by the Company.
- c) Pensionable earnings protection will continue until the employee reaches age sixty (60).

LETTER OF UNDERSTANDING

23-LU-#1

Contracting Out Committee

ENTERED INTO THIS 26th day of July, 1989.

This letter sets out the Company's intention with regard to forming a joint committee for the purpose of sharing information and discussing maintenance and repair work, the nature of which is normal and routine, presently performed by its employees, to be contracted out

I. The mandate of the committee will be:

Discuss contracts before **they are tendered, ensuring all correct and sufficient information is available.**

Discuss reasons for contract being **tendered**

- Discuss the possibilities of carrying out the work internally by reviewing suggestions
- Make joint recommendations to relevant management by suggesting solutions such as, but not limited to:
 - changes to the method or organization of the work
 - . the formation and relocation of employees
 - . modification of the anticipated starting date, duration and deadline
 - . the location, relocation or loan of tools or equipment

2. Information and discussions relative to specific contracts may include but are not necessarily limited to:
 - Nature of the work
 - Anticipated starting date, duration
 - Reason for contracting out
 - **employee** availability
 - time requirements
 - equipment availability
 - number of people and trades required
 - services availability
 - contemplated hours required
3. (a) The Company will implement the joint recommendation from the committee.

(b) **Where a contract or tender is signed off as 'no issue' by the Contracting Out Committee, this issue will not be grieved by the union, unless a material change occurs in the contract or tender.**
4. In no way will discussions affect work progress.
5. The Committee will consist of **six (6) members, three (3) from** the Company and **three (3)** from the Union.
6. Meetings will be scheduled twice a month
7. Emergency meetings will be called to provide information if a contractor is needed on short notice.

23-LU-#1 (continued)

8. **Upon approval of the Joint Contracting Out Committee, the members of the committee will be given time off to investigate and seek information before a job is tendered and their earnings shall be mainpined.**
9. **The earnings of the members of the Committee shall be maintained as provided for in Article 26.03.**

LETTER OF UNDERSTANDING

23-LU-#2

Supplemental **Employment Insurance** Benefits Plan

ENTERED INTO THIS **1 st day** of September, 1988.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The purpose of this letter is to record the agreement reached between the parties with respect to the Company's Supplemental **Employment Benefits Plan**.

With respect to Section 23.03 of the Collective Agreement, the parties agree to the following:

1. **The Company Supplemental Employment Benefits Plan (S.E.B.)** shall become registered as a Supplemental **Employment Benefits Plan** with **the Human Resources Development Canada**.
2. **S.E.B. payments** will be financed by the Company and a separate accounting will be kept for such payments.
3. The employees do not have a vested interest in the plan except to receive payment during the covered unemployment period.
4. **The Company will inform the Human Resources Development Canada** of any changes in the plan within 30 days of the effective date of the change.

23-LU-#2 (continued)

5. The maximum level of supplementation takes into account both the EL benefit and any other earnings received by the claimant while on layoff so that it does not exceed the maximum as required by the regulations.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay will not be reduced or increased by payments received under this plan.

LETTER OF UNDERSTANDING

23-LU-#3

Live Transmission Line Work

ENTERED INTO THIS 4th day of May 1999

Normal and Routine Maintenance Work

1. The parties agree live line transmission maintenance work with 'ball and socket' insulators will be normal and routine maintenance work, and will be carried out by employees covered by the Collective Agreement, subject to the terms of the Agreement.

Job Protection

1. Employees who are incumbents as Power Line Technicians as of the date signing of this Letter, and who are qualified and continue to be qualified to do the work of Power Line Technician, shall remain classified as a Power Line Technician.
2. Where employees presently on the Line Crew are not qualified to do the work of Power Line Technicians, management shall make every reasonable effort to assist these employees in obtaining the necessary qualifications to do the work of Power Line Technicians.

Safety Practices

1. (a) A Safety Practices Committee shall be maintained by the parties. This committee shall have six (6) members: three (3) from the union, and three (3) from management. The committee mandate will be to review any Works Power or Kemano Power safety concerns and make revisions as required to the Safety Practices Regulations (SPR). The Committee will meet quarterly and as required.

(b) The chairperson will be entitled to vote on all questions before the *Committee*. A majority decision of the committee will be binding on both parties to this agreement.

NOTE: The parties will request assistance from B.C. Hydro in setting up and establishing a functioning committee.

2. The parties undertake to maintain a thorough system of training and familiarization such that no employee will be required to perform work which they cannot safely perform and safety rules and safe working conditions shall be adhered to at all times,

3 . Inclement Weather

The safety and well-being of the employees will be the first consideration at all times in deciding what work is to be performed in inclement weather such as rain, snow, ice, and severe cold. Wages will be maintained during periods of inclement weather, as per Clause 20.09(a).

Training

1. Power Line Technicians will receive refresher training on live line work on an annual basis, and as required.
2. Management will schedule training in a manner that does not significantly impact the scheduling of the work of the line crew.
3. Groundspersons will be trained to a standard equivalent to B.C. Hydro.

Tools

1. There must be adequate provision made for the safe storage and transportation of all tools and equipment that are deemed critical by the line crew for live line work.
2. Live line tools must not be loaned out.

Premiums

1. **High Time**

While working at an elevation of 26 meters (85 feet) or more above the ground on transmission lines, an employee will be paid a premium equal to the employee's hourly rate at straight time. The lines terminate at the line breakers at either end of the transmission line.

2. Helicopter Time

- (a) An employee who is actually engaged in working in or working in direct conjunction with helicopters will be paid a premium of 25% of the employee's straight time rate for all hours worked.
- (b) An employee assigned to work above the ground and outside of a helicopter, shall be paid a premium equal to 50% of the employee's straight time rate for the time so worked. "Time so worked" means the time of the entire task which involves the use of the helicopter.

Travel & Accommodation

1. Travel Time

If requested to travel outside the Kitimat/Kemno area, the Company shall pay for:

- (a) All time spent in travel on regularly scheduled work days to a maximum of 8 hours.
- (b) All time spent in travel on rest days to a maximum of 8 hours at the rate of 1 1/2 times the straight time rate for the first 6 hours and double the straight time rate for the remaining 2 hours.

2. Transportation

- (a) **If requested by the Company to travel outside the Kitimat/Kemno work area adequate transportation will be provided by the Company. If the Company does not provide adequate transportation, the Company shall cover the cost for public or chartered carrier.**
- (b) **Where employees elect to use personal transportation in lieu of the transportation made available by the Company, the employees will not be entitled to any reimbursement for use of their personal vehicles.**
- (c) **Where employees and management agree the Company does not need to provide transportation, and the employees agree to use their personal vehicles, employees will be reimbursed at the standard Company rate (currently .30 per kilometer).**
- (d) **Where employees elect to use personal vehicles in lieu of public carrier, they will be paid as if they had been traveling by public carrier. The employee must have adequate insurance coverage. Personal vehicles will not be used in the performance of any work for the Employer.**

23-LU-#3 (continued)

3. Accommodations

- (a) Where an employee is temporarily assigned away from Kitimat Works, the Company will reimburse all costs for lodging, including an expense allowance, as per Alcan's travel policy.
- (b) In the event of an unforeseen adversity which does not allow the employee to return home during or at the end of the temporary assignment, the Company will reimburse all costs for lodging, including an expense allowance, as per Alcan's travel policy. Further, the Company will maintain the affected employee's earnings for the time spent away from home due to a unforeseen adversity in accordance with the travel time provisions of this document.

Wages & Benefits

1. Trades Rate

All Journeyman Power Line Technicians who are required by management to perform live line work shall be paid at the Trades Group I wage rate.

2. Insurance

All employees on the line crew required to work with or ride in helicopters or airborne devices will be covered by insurance paid for by the company to an amount equal to the total of two units as defined in A.L.I.P.

3. Compensating Time Off

- (a) Premiums for High Time and/or Helicopter Time may be accumulated by an employee and taken as Compensation for Time Worked (CFTW).
- (b) CFTW's must be taken at a time satisfactory to the Company. When possible, these will be arranged with the expressed preference of the employee. Compensating Shifts Off may be scheduled in single shifts or in a block of shifts equivalent to one shift rotation. Compensating shifts Off may be taken during the preferred period provided that operating conditions and vacation schedules permit. However, vacations will take precedence over Compensating Shifts Off.
- (c) Transmission Line work is seasonal in nature. As a result, operating conditions may limit or prevent the Company from allowing the scheduling of CFTW's during the peak season.

Apprentices

1. An Power Line Technician apprentice will not be called upon to come into direct contact with high voltage equipment, or conductors which are potentially alive. except and in accordance with the following guidelines. and only when assisting and under the direct supervision of a Journeyman Power Line Technician:

First Month	No contact
After one (1) month	Less than 750 volts AC
After twelve (12) months	Single phase live line
After eighteen (18) months	All live line, excluding bare hand
After thirty (30) months	Same restrictions as Journeyman

SPECIAL LETTER OF UNDERSTANDING

24-LU-#1

Job Security

ENTERED INTO THIS 26th day of July, 1994.

Management and the Union recognize ongoing change and stable customer relations are necessary to remain competitive within the industry. However, ongoing change can lead to instability and a reduced sense of job security.

Management agrees to guarantee the job security of all regular employees from layoff due to modernization, organizational modifications and changes in technology and work methods at Kitimat Works for the term of this Agreement.

In addition, management agrees, in the event of a decision to permanently close or reduce capacity at Kitimat Works, management will initiate discussions with the Union at the earliest reasonable opportunity to explore ways to reduce the negative impact on employees.

This Letter does not run with the term of the Agreement and expires on the final day of the negotiated term as set out in Clause 27.01(b).

LETTER OF UNDERSTANDING

25-LU-#1

Kemano Boat Crew and Engineer's Wage Rate

ENTERED INTO THIS 20 day of March, 1990.

The purpose of this letter is to record the agreement between the parties regarding certain applications of the Collective Agreement as they relate to the Wachwas Crew.

1. It is agreed the operation of the motor vessel WACHWAS requires marine engineers with specialized training. The Company will pay the marine engineers a wage of **\$31.859** per hour plus COLA while the WACHWAS is being operated by the Company. This rate shall be subject to all increases negotiated between the parties.

Effective 24 July 2000 - **\$32.178** plus COLA

Effective 23 July 2001 - **\$32.500** plus COLA

2. The right to arrange the days of work during the week, and to assign each employee to a specific arrangement shall remain with management. Management agrees to consult with the Union prior to any change to the current shift.
3. The Crew of the WACHWAS, when required to transport the WACHWAS for the purpose of periodic maintenance or emergency repairs shall have their instructions provided prior to departure. These instructions will include those in respect of decision-making, overtime, route and accommodations.

2S-LU-# 1 (continued)

4. When a member of the boat crew is returning to work from injury or illness, and is in Kitimat, management will make reasonable efforts to return the employee to work at the earliest opportunity. Boat crew members returning to work from injury or illness in Kemano will return to regular duties when the boat is in Kemano, and if the boat is not in Kamano, alternate work will be provided for the employee until the boat returns.

LETTER OF UNDERSTANDING

25-LU-#2

Kemano Job Transfers & &-assignments

ENTERED INTO THIS 1st day of September. 1998.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The Company and the Union recognize the unique situation of Kemano in regard to community size, location, means of access and community facilities and that Kemano may not be a suitable workplace or place of residence for all employees and/or their dependents.

In determining the acceptability of transfers or re-assignments to Kemano the ability of Kemano medical and educational facilities to meet the needs of the employee and/or their dependents will therefore be taken into consideration.

Additionally, the Company has the right to transfer or re-assign an employee out of Kemano if the opinion of the employee's physician and the Occupational Health Consultant (qualified medical doctor), and/or the Employee Assistance Consultant, the employee and/or their dependent has a specific chronic medical condition which cannot be adequately, treated with the medical facilities in Kemano.

LETTER OF UNDERSTANDING

26-LU-#1

Employees Reviewing Their Files

ENTERED INTO THIS 1st day of September, 1988.

The purpose of this Letter of Understanding is to record the practice respecting employees reviewing their own file.

Personnel/Employment File

To view this file, an employee makes an appointment with the Employment Coordinator.

personal File (Supervisor's)

To review this file, an employee contacts **their supervisor to** discuss the particular concern **they may** have and to set up a mutually agreeable meeting.

Employee Adding information to File.

In the event an employee disagrees with a statement in their file or feels a need to clarify a situation, they will be allowed to add a statement to their employment and personnel file.

LETTER OF UNDERSTANDING

26-LU-#2

First Aid Attendants Training

ENTERED INTO THIS 26th day of July, 19%.

The intent of this Letter of Understanding **is to** record the agreement between the parties regarding **regular First Aid Attendants and** temporary employee with Company Seniority (CS) there they work as First Aid Attendants.

Upon **successful** completion of the WCB **Occupational First Aid and Industrial Audiometric** Certification Course, as required by the WCB regulations, managements agrees to maintain the employee's earnings for class time spent **on these courses and to maintain the wages of the day on which the final exam is scheduled.** In addition, management will reimburse the tuition costs of these courses upon successful completion.

Management agrees to pay reasonable accommodation, transportation and food allowance when courses are not available in Kitimat and are scheduled out of town.

LETTER OF UNDERSTANDING

26-LU-#3

Joint Benefit Committee

ENTERED INTO THIS 21st day of July, **1999**

The Parties agree there will be one meeting per year regarding the Alcan Pension Plan. No more than four members representing the hourly-paid employees will attend. The meeting will involve representatives of the Alcan Pension Plan in order to discuss the Plan's design and investment, etc.

LETTER OF UNDERSTANDING

APP I-LU#1

Guest House

ENTERED INTO THIS 31st day of December, 1980.

This Letter of Understanding amends the Collective Agreement as set forth in the following provisions and additionally, provides regular basic hourly wage rates for the Guest House jobs. When there is conflict between the amendments provided in this Letter and the terms and conditions of the Collective Agreement, the amendments shall apply.

It is understood and agreed that the following amendments shall **govern** in my matter **covering Or affecting Guest House employees** and that the Collective Labour Agreement, as so amended, applies to Guest House employees.

AMENDMENTS

The matters amended for Guest House employees are outlined below.

Amendment I - Seniority

- a) Guest House employees shall be deemed to **constitute** a seniority unit. No Guest House employee shall have any seniority outside the Guest House seniority unit and no employee, save and except an employee in the Guest House seniority unit shall have any seniority within the Guest House seniority unit

APP-LU-#1 (continued)

- b) In no case shall a Guest House employee be able to exercise seniority to claim a job outside of the Guest House seniority unit nor shall any employee outside of the Guest House seniority unit be able to exercise seniority to claim a job within the Guest House seniority unit.
- c) There shall be no "Bumping" permitted amongst Guest House employees.
- d) Notwithstanding the above provisions of this Amendment I-Seniority, in the event of a permanent closure of the Guest House or a part thereof, an employee may, as an alternative to permanent lay-off, transfer to a department in the Plant in accordance with the provisions of Article 9.01 of the Collective Labour Agreement For the purposes of this Amendment 1 - Seniority, "permanent closure" shall be defined as meaning a closure of at least one year. Any seniority carry-over as specified in this Letter of Understanding shall be at the rate of sixty percent (**60%**) of Guest House seniority.
- e) No provision in this Letter of Understanding shall be construed in any way which violates or detracts from the fundamental agreement that the Plant and the Guest House are two separate and distinct seniority units.

Amendment II -Guest House Vacations

- a) In the application of Article 13 of the Collective Labour Agreement, all clauses shall be applied to the Guest House employees as they are presently applied to the plant, with the exception of the following item (b) below.

APP-I-LU-#1 (continued)

- b) An employee with less than a full calendar year shall be entitled to one day of vacation for each month worked. Any part month which is greater than 15 days will be considered a full month.

Amendment 1 - Hours of Work

- a) The hours of work of a Guest House employee shall be flexible according to the requirement of basic services in and efficient operation of the Guest House.
- b) The regular hours of an employee may commence at any time from 6:00 am. onward and may be scheduled in such a manner as to span a twelve hour period following commencement Shift differential shall commence eight hours following the commencement of the regular hours or at 4:00 p.m. whichever shall be first.
- c) An employee who is required to work a split shift shall be entitled to premium of seventy-five (75) cents an hour for **each** hour worked subsequent to the employee's shift.
- d) The number of hours per day for each day worked shall vary as determined by the Company. The number of days and hours per week may also vary: The work week will be **defined as the seven calendar day period from Sunday midnight to the following Sunday midnight. Employees not required for work on a previously scheduled shift shall be** given at least 15 hours notice.

APP-I-LU-# I (continued)

- e) When an employee is required to change **their** reporting time **they shall be given at** least 15 hours notice of the change. In cases of less than 15 hours notice being given the employee will have the option of working **their** previously scheduled hours as well as any additional hours that may be required or only the **new** hours required.
- f) Should the Company be not able to contact the employee to **inform them of** a change in reporting time then the foregoing arrangement shall not apply and the employee, on reporting **at their** previously scheduled time, may be sent home and required to report at the new time.
- g) (i) Employees will have one-half hour unpaid meal break to be scheduled as near as possible to the normal mid-day break. Employees required to supply service over the normal lunch break will be paid as though worked. In addition the meal will be supplied.

(ii) **The Company agrees that those employees who are employed in the Guest House or Apartments will be entitled to make their own light lunch with supplies provided and paid for by the Company.**
- h) Upon reporting to work for a regular scheduled shift the minimum daily pay for guest house employees shall not be less than five (5) hours at the employee's base rate.

Amendment IV - Overtime

- a) The Company's policy is to keep overtime to a minimum. where there is a recurring amount of overtime work in the Guest **House** such overtime shall be divided as equally as possible among the employees in the department who would normally perform such work. The sole purpose of this section is to provide for the distribution of overtime in an equitable and sensible manner.
- b) Overtime shall be paid at the rate of time and one-half of the employee's regular basic hourly wage rate. The overtime rate shall be paid for all hours in excess of eight hours in a day and/or 40 hours in a week
- c) An employee working a split shift shall be paid overtime **rates** for all hours worked **beyond twelve hours from their starting time whether** or not **their actual hours of work are in** excess of eight during that twelve hour period. No split shift premium will be paid for overtime hours.
- d) Employees may be required to work overtime hours in order to maintain adequate services at the Guest House when required by the Company.
- e) Overtime rates will not be paid; for regular hours of work except as provided for in Article 14.08 of the Collective Agreement.
- f) There shall be no pyramiding of overtime rates. When two or more types of overtime rates apply to the same hours of work only the higher rate shall be paid.

APP-I-LU-# 1 (continued)

- g) Should an employee work more than six consecutive overtime hours as defined in this Letter of Understanding which are paid at the overtime rate of one and one-half times **their** basic hourly wage rate, then each such additional hour worked consecutively in excess of six shall be paid at the rate of double their basic hourly wage rate. However, for an employee required to work on a Statutory Holiday, the provisions of Article 14.08 of the Collective Labour Agreement shall apply.

Amendment V - Safety and Health

- a) One Guest House employee will be appointed by the Union to represent the employees in matters of safety and health. The **appointed Union Representative** will discuss with the Manager all such matters that arise on a day to day basis within the Guest House.
- b) The **Company agrees** that **no Curt House employee will be required to use their own vehicle to deliver Guest House or Apartment supplies to the facilities where they work.**

Amendment VI - S.E.B.

- a) The Company undertakes to determine its obligations under the E.I. Act with respect to Guest House employees.
- b) The Company will meet those obligations and will pay S.E.B. payments as follows:

Amendment V – Safety and Health (continued)

The terms of Section 23.03 of the C.L.A. will apply with exceptions:

1. The hours worked in the immediately preceding 365 calendar days must be at least 960 hours.
2. The level of payment of S.E.B. will be 26 dollars (**\$26**) per week.

Amendment VII - Article 11 and Appendix V

- a) The provisions of Article 11 and Appendix V of the Collective Agreement shall not apply to the Guest House employees.
- b) Either party may include in the agenda for the Labour Relations Committee a review of the basic hourly wage rate for a job classification at the Guest House. If this Committee cannot reach agreement on the wage rate for the job classification under review, the matter be submitted to arbitration as outlined in Article 7 of the Collective Agreement
- c) The Company agrees to furnish the Union with a copy of the description of duties for each job classification at the Guest House.

Amendment VIII - Definitions

For the purpose of this Letter of Understanding the following definitions are agreed:

Amendment VIII - Definitions (continued)

1. Day The standard work day. of Guest House employees. for purposes of calculating Bereavement Leave pay. Jury Duty pay, Floating Holiday pay, Statutory Holiday pay. maintenance of earnings, Disability Indemnity Plan daily maximums or any other automatic payment shall equal the average number of hours per day worked by the individual during the previous Collective Labour Agreement year. Whenever a Guest House employee is required to work one of those Statutory Holidays **listed in 14.02** of the Collective Labour Agreement **their Statutory** Holiday pay will be paid on the basis of the number of hours they **work in that day up to a** maximum of eight (8) hours but not less than the average as calculated above.

2. Guest House - This term shall be interpreted as including the Nechako Lodge and the Apartment Complexes at 1211,1231, 1251 - Apartment #61, #62, #64 and #69, and 1271 Haisla

Wage Rates for Guest House Employees

	<u>26 July</u> <u>1999</u>	<u>24 July</u> <u>2000</u>		<u>23 July</u> <u>2001</u>	
Cook/Housekeeper	\$19.559	\$19.755	P C L O U L S A	\$19.952	P C L O U L S A
Housekeeper	\$18.271	\$18.454		\$18.638	
Head Cook	\$20.848	\$21.056		\$21.267	

LETTER OF UNDERSTANDING

APP I-LU-#2

Service Bonus Plan

ENTERED INTO THIS 24th day of October 1980.

The purpose of this Letter of **Understanding** is to record the agreement reached between the **parties with respect to the** institution of a SERVICE **BONUS PLAN, which shall come into** effect 24 July 1999.

1. Eligibility

An employee becomes eligible to receive a service bonus on each anniversary of their date of hire provided that:

- (a) they have completed four (4) or more years of service, (Company seniority) and
- (b) they have worked more than 1750 hours in the twelve (12) months preceding their anniversary. In addition to hours actually work time spent on approved Union Leave (as specified in 4.02(c), (d), (c), and (f), D.I.P., W.C.B., L.T.D., vacation, and paid maternity, parental, adoption and ^{Sabbatical} leave will be included as hours of work provided the employee has actually worked some time during the qualifying twelve (12) month period, and
- (c) **they are in the** employ of the Company on **their anniversary date.**

2. Calculation of Bonus

Basic Hourly Wage Rate x 2 x completed Years of Service.

NOTE: The Special Premium referred to in Appendix I of the Collective Agreement is not included in the basic hourly wage rate used in the above calculation.

3. The Service Bonus is not to be used in the calculation of any premiums or benefits provided for in the Collective Agreement, nor shall it be considered as earnings for the purpose of A.P.P. and A.L.I.P.
4. The Service Bonus will be payable to eligible employees on the next appropriate pay date following the employee's anniversary date.
5. Retiring employees will receive a Service Bonus, pro-rated for the period between their last anniversary date and their date of retirement.

This Letter of Understanding shall terminate on the 23 July 2002 unless specifically extended by both parties. If not renewed, payments of Service Bonus will cease on the 31 December 2002.

LETTER OF UNDERSTANDING

APP II-LU-#1

Lagger

ENTERED INTO THIS 1st day of September, 1988.

This letter will record the agreement between the parties and will remain in **force** throughout the term of the agreement.

This letter is to record the agreement entered into between the parties regarding employees who were incumbents in the job classification Lagger, job code number 147000 on 23 April 1983.

The following employee, J. McCourty (6-55650), who was incumbent in the job classification Lagger, job code number 147000 on 23 April 1983, will be paid at the basic hourly wage rate applicable to Trades Group 3 for the duration of the Collective Agreement. This letter is effective as of 24 April 1983.

LETTER OF UNDERSTANDING

APP II-LU-#2

Pressure Welders

ENTERED INTO THIS 1st day of September, 1988.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

This letter is to record the agreement reached between the parties regarding employees classified as Industrial Welder who are requested by the Company to maintain pressure certification.

Employees who are classified as Industrial Welder and are requested by the Company to maintain Alcan #9 Pressure certification and do maintain such certification, will be paid at the basic hourly wage rate applicable to Trades Group 2 for the duration of the Collective Agreement.

Should such employees not maintain Alcan #9 Pressure certification, they will be paid at the basic hourly wage rate applicable to Trades Group 3 as of the date their certification expires.

Openings in this group will be filled by first offering it, on the basis of welding trades seniority, to those holding a pressure certification. Failing that, it will be offered to the person with the most welding trades seniority who could achieve the pressure certification.

LETTER OF UNDERSTANDING

APP-II-LU-#3

Certificate for Specific Trades

The Parties agree as follows:

"B-Welder

The "B" Welder classification is 8 step in 8 progression to 'A' Welder. The employee will have the option of advancing to an "A" ticket. If the employee chooses to challenge the "A" Welder exam, management will make work available over a reasonable period of time so the employee is in 8 position to challenge the exam. The "B" Welder classification will be removed from Appendix 1, but will continue to be paid at the current regular hourly rate.

Tire Repairman

When an employee in this classification, either on 8 regular or temporary basis, holds a valid certificate as a Tire Repairman, the Employee will be paid at the regular hourly rate for Trades Group 3. When an employee has worked the necessary hours, and wishes to challenge the exam, management will grant the necessary time off.

Cladder

When 80 employee in the classification of Repairman Building Maintenance (Cladder) holds 8 valid certificate as Repairman building Maintenance, the employ will be paid at the regular hourly rate for the Trade, Group 3. When an employee has worked the necessary hours, and wishes to challenge the exam, management will grant the necessary time Off.

APP-II-LU-#3 (continued)

Certified Tire Repairman and Certified Cladder will be placed in Trades Group 3 of the Collective Labour Agreement.

LETTER OF UNDERSTANDING

APP V-LU-#1

Job Evaluation Plan

ENTERED INTO THIS 24th day of July, 1993.

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding the implementation of the 1992 Kitimat Works' Job Evaluation Plan.

The Company and the Union agree:

1. That the 1992 Kitimat Works' Job Evaluation Plan, as recommended by the Joint Job Evaluation Task Force, be fully implemented on the date of ratification of a new Collective Labour Agreement replacing the 1990-1993 Collective Labour Agreement.
2. That the Task Force Working Condition Factor Assessment data of the Task Force Report ~~become~~ become an integral part of each applicable job description and ~~evaluation~~ evaluation.

If it is found during a subsequent review that an **assessment** is incorrect but that condition found existed during the **initial assessment made in** March 1992, the assessment will be corrected; and, where required, protected points could result for a classification.

APP V-LU-# I (continued)

3. That protected points shown in some evaluations will permanently remain with those classifications. Protected points can be reduced in the future when any one of these classifications experiences a job content change warranting a higher degree in any factor. Then such additional points will first be deducted from the "protected points". Similarly, when future job evaluation plan changes would result in additional points, such points will also be deducted from "protected points".

As of 11 May 1992 the following classifications had protected points:

l o b	<u>Job Title</u>	<u>No. of Protected Points</u>
109000	Anode Operator	18
114500	Cathode Liner Crewleader	17
114600	Cathode Liner 1	14
114700	Cathode Liner	18
165740	Operator Studblast 3 - 8	18
165760	Operator Studblast 7 - 8	18
171010	Potliner 1	22
171020	Potliner	18
174800	Reject Metal Handler	
179500	Scaffold Erector Assistant	18
179550	Scaffold Erector	18
414942	Cell Operator	17
414943	Cell Operator I	17

APP V-LU-#13 (continued)

With the implementation of the 1992 Job Evaluation Plan the revised list of classifications with protected points is as follows:

Job Code	<u>J o b T i t l e</u>	No. of <u>Protected Points</u>
109000	Anode Operator	18
114949	Senior Cell Operator	17
164740	Operator Studblast 3 - 8	18
165760	Operator Studblast 7 - 8	18
174800	Reject Metal Handler	1
179500	Scaffold Erector Assistant	18
179550	S c a f f o l d E r e c t o r	18
414942	Cell Operator	17
414943	Cell Operator 1	17

4. That classifications which gained points after the application of the 1992 Job Evaluation Plan be paid in the job class determined by the new total evaluated points.
5. That classifications which, through the application of the 1992 Job Evaluation Plan, lost points be maintained at the job class which resulted from the application of the 1978 Job Evaluation Plan.

For the above classifications the applicable working conditions degree will be credited if in future reviews it is found that there has been a significant improvement in working conditions (reduction of three points).

APP V-LU-#1 (continued)

6. That at the time the Task Force reviewed all evaluated classifications contained in Appendix I for reasons of having no incumbents at review time or being in a state of flux, the following classifications were not reviewed.

<u>Job Code</u>	<u>Job Title</u>
146003	Labourer
154000	Lubrication Man
154200	Lubrication Repairman Wharf
156700	Mate
156800	Watchkeeping Mate
165100	Crewleader Ingot Finishing
172300	Equipment Operator Sumitomo
175810	Repairman Stud Assistant
180500	Serviceman Air Conditioning Filters
180580	Serviceman Pot Services Head
181100	Serviceman Scrubber Crewleader
192202	Trades Helper (Area Maintenance)
194000	Unloader Car
195080	Warehouseman Head
196700	Welder Maintenance A

That if and when the above classifications again have full-time incumbents in them, these classifications be reviewed by the Joint Job Evaluation Committee under the following terms:

- (a) **A classification, which is assigned a lower degree in the Working Conditions Factor will maintain the difference in points between the previous and now lower degree as "protected points".** If during the Task Force's review of the evaluation of that job a change in job content warrants the **assignment of a higher degree** in my other factor, these **points will not be added to the** previous total points but will reduce the number of "protected points" first. When in the future, job content changes warrant **a higher degree** in any one factor, again the additional points will first be deducted from the "protected points", **If** the Job Evaluation Plan is changed so that a classification attains more points on account of the **Change** in plan, such additional points will again first be deducted from "protected points". Only when all protected points have thus been used up will the total number of evaluated points increase.
- (b) Points 4 and 5 above will also apply where required.

LETTER OF UNDERSTANDING

APP VI-LU#1

Joint Skilled Trades Committee Mandate

ENTERED INTO THIS 4th day of May, 1999.

- 1. A Joint Skilled Trades Committee will be established and maintained by management and the union.**
- 2. 8) This Committee will:**
 - i) oversee the Joint Committees dealing with trades issues (Apprenticeship, Training Trust Fund, Contracting Out) and**
 - ii) discuss, negotiate and resolve trades issues other than those addressed in the named Joint Committees.**
- b) The Committee will have the authority to discuss, negotiate, and recommend changes to the Collective Agreement as they relate specifically to the Skilled Trades.**
- c) Where a Joint Committee named in 2.a)i) above has fully discussed an issue, and cannot reach agreement, the issue may be referred to Joint Skilled Trades Committee by management, the union, or jointly. Where a matter is referred to the Joint Skilled Trades Committee, the matter will not be dealt in the original committee, unless so directed by the Joint Skilled Trades Committee.**

APP VI-LU-#1 (continued)

- d) The Parties agree issues will be resolved on their merits. Where fair independent standards exist, they will be used wherever possible to resolve disputes in a principal manner.
3. There will be six (6) members of the Committee. Three (3) members will be appointed by management; and three (3) members will be appointed by the Union.
4. The Committee will meet monthly or as required.
5. The parties recognize and agree Skilled Trades Joint Committee will be reviewed on a regular basis. Where required, the Parties will re-negotiate this Letter to improve and enhance the resolution of Skilled Trades issues. Either Party may give written notice of intent to re-negotiate this Letter, and the Parties will, within thirty (30) calendar days, meet and mutually agree on the terms of this Letter. Failing to reach mutual agreement within the thirty (30) calendar day period will mean this Letter is null and void.

**LETTERS
OF
INTENT**

LETTER OF INTENT

09-LI-#1

Kemano Seniority Dept "J"

24 June 1999

Mr. R Belmont
Canadian Automobile Workers
Local 2301,235 Enterprise Avenue
Kitimat B.C.
V8C 2C8

Dear Mr. Belmont:

This is to confirm that effective 1 August 1999 the Kemano seniority department "J" will cease to exist. As a result of this re-organization the current employees in Kemano will come under the appropriate seniority department in Kitimat.

Example of this are :

Powerhouse Op to "F"	Trades to either "F" or "G"
Janitors to 'G"	Warehouse to "I"
Boat cm to "I"	First Aid to "K"
Groundskeeper to "G"	Operator, Waste Systems to "G"
Equipment Op to "G"	

With your agreement the Kemano employees would have the option of moving their "J" departmental seniority to the respective seniority department that they are moving to.

Yours truly,

M.J. Schuster
Superintendent, Labour Relations

LETTER OF INTENT

17-LI-#1

Posting of Ship's Arrival

01 Sept 1988
Re-affirmed: 30 July 1990
Re-affirmed: 30 July 1993
Re-affirmed: 26 July 1994
Re-affirmed: 04 May 1999

Mr. R. Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont.

This letter outlines the Company's Intent with respect to the posting of the estimated times of arrival for ships at the wharf

It is the Company's intent to post the most recent Estimated Times of Arrival of ships at the wharf, as soon as available to wharf supervision

Yours truly,

M.J. Schuster
Superintendent, Labour Relations

LETTER OF INTENT

21-LI-#1

Outside Apparel

01 Sept 1988
Re-affirmed: 30 July 1990
Re-affirmed: 30 July 1993
Re-affirmed: 26 July 1996
Re-affirmed: 04 May 1999

Mr. R Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

This letter sets out the Company's intent respecting the provision of apparel to employees required to work outside in inclement weather.

The Company will not **change** the manner in which it currently provides apparel to employees for work in inclement weather.

Yours truly,

M.J. Schuster
Superintendent, Labour Relations

LETTER OF INTENT

25-LI-#1

Kemano Employees Temporary Placement in Kitimat

01 Sept 1988
Re-affirmed: 30 July 1990
Re-affirmed: 30 July 1993
Re-affirmed: 26 July 1994
Re-affirmed: 04 May 1999

Mr. R Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

Without limiting the right of the Company to make assignments, reassignments and transfers to meet the needs of the operation, the Company recognizes that a Kemano employee may have compassionate reasons to be resident in Kitimat temporarily.

In such circumstances, the Company will make every reasonable effort to temporarily place an employee in Kitimat Works for the time the employee needs to be in Kitimat. Such temporary placements will normally be for time periods of two weeks or greater.

Reasons for such temporary placements may include, but are not necessarily limited to:

- I. Spouse is in Kitimat for the purpose of childbirth;
- II. Employee requires repetitive outpatient treatment in Kitimat that cannot be obtained in Kemano;

III. The spouse or a dependant of the employee is hospitalized with a critical or terminal condition.

The Company will judge any such request for temporary placement for compassionate reasons on its own **merit**.

Yours truly,

M.J. Schuner
Superintendent, Labour Relations

LETTER OF INTENT

26-LI-#1

Retirees' Current Mailing Address

	27 June 19%
Re-affirmed:	26 July 19%
Re-affirmed	15 June, 1999

Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

The company agrees to allow the Union to place Union information (subject to the Company's approval) in the package given to all hourly employees immediately prior to their retirement.

Yours truly,

M.J. Schuster
Superintendent, Labour Relations

LETTER OF INTENT

APP V1-LI-#1

Tool Replacement policy

14 July, 1999

Mr. R Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat B.C.
V8C 2C8

Dear Mr. Belmont:

1. The policy covers broken tools, lost tools, worn tools, stolen tools, that are listed on the Traded Tool lists which are a requirement in terms of employment as a tradesperson or trades apprentice. Tools not on the list may be replaced if the employee demonstrated to the Supervisor that this tool is a requirement for the job.

The employees understand they must exercise due care and attention while using personal and company tools in the performance of their duties at Kitimat/ Kemano Works.

2. Broken, Worn Out and Stolen Tools

Broken and worn out tools will be taken to the employee's Supervisor when claiming the replacement cost of such tool(s).

Stolen tools will be reported to Plant Protection Services through the Supervisor.

3. If the tool can be replaced free of charge by the manufacturer, then it will be up to the trades person to have the tool replaced. If the tool cannot be replaced free of charge by the manufacturer, the Supervisor will replace the tool, with a tool of comparable quality within a reasonable period of time

If the tool is not readily available, the employee will replace the tool and submit a receipt to their immediate Supervisor.

4. The Supervisor reserves the right to refuse a claim if any of the above is not met,

Yours truly,

M.J. Scbnster
Superintendent
Labour Relations

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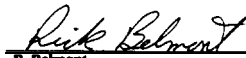
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Day to day, on the job or off, we must all continue in striving to hone our safety senses. Remembering always:

"NO TASK IS SO URGENT OR SO IMPORTANT THAT
YOU CANNOT TAKE TIME TO DO IT SAFELY"

We would ask each of you, in your way, to continue to commit yourself to the goal of eliminating all injuries.


L. Dolige
Director of B.C. Operations


R. Belmont
President, CAW Local 2301

VOLUME II
BENEFITS
COLLECTIVE LABOUR AGREEMENT

between

ALCAN SMELTERS AND CHEMICALS LTD.

and

NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
LOCAL NO. 2301

Effective 24 July 1999
Expires 23 July 2002
JUL 14 2000

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**NOTE: Bold lettering denotes change addition from
the previous Collective Labour Agreement.**

ALCAN SMELTERS AND CHEMICALS LTD.
EMPLOYEE HEALTH, DISABILITY BENEFITS PLANS
F o r
HOURLY-PAID EMPLOYEES
C.A.W. LOCAL 2301
KITIMAT-KEMANO

This volume summarizes the main provisions of the negotiated health, dental, disability and other plans in place for regular and temporary hourly employees at Al Smelters and Chemicals Ltd. in Kitimat and Kemano, B.C. Interpretation of the various plan provisions, however, is governed all cases by the terms of each official plan text. A copy of of these documents may be obtained upon request.

Alcan's Representative (SunLife of Canada representatives) are available to answer your questions regarding benefits. Call 632-4741.

Pacific Blue Cross (P.B.C.) is the administrator on Alcan's behalf for the Extended Health, Medical Travel, Vision Care and Dental Care Plans. If you need more information about your coverage, please contact the SunLife representatives.

The Disability Indemnity Plan (DIP) is a company-paid short-term disability plan. The Canada Life Assurance Company insures the LTD plan for Alcan.

It is agreed wherever the term "spouse" is used, the definition is as follows:

'Spouse' means the member's legal spouse or a person who has been residing with the member **continuously for a period of at least one (1) year and has been publicly** represented as the member's spouse in the **community where they reside.**

HEALTH BENEFITS

Health care plans are designed to assist you with medical and hospital expenses. Both the Province and Alcan sponsor health care plans which work together to protect you. These Plans are

Provincial

+ Medical Services Plan of B.C.
Pharmacare Plan
*British Columbia Hospital
P r o g r a m

Alcan

Extended Health Benefits
Plan
+Medical Travel Benefits Plan
*Alcan Dental Plan
Vision Care Plan
*Prescription Safety Glasses
*Disability Indemnity Plan
*Long Term Disability Plan

MEDICAL SERVICE PLAN OF BRITISH COLUMBIA

- (a) As residents of British Columbia, you and your dependents should apply for coverage with the Medical Services Plan of British Columbia (M.S.P.) which includes the Pharmacare Plan and the British Columbia Hospital Program.

How do I apply?

At time of employment, you will be given the M.S.P. application, at which time the effective date of coverage is established.

(b) ELIGIBILITY

Your eligible dependents under this plan are:

- Your spouse (which a member of the same or opposite gender in a marriage or marriage-like relationship)
- any unmarried child, stepchild legally adopted child, or legal ward of a subscriber supported by you, and
- underage 19, or
- **under 25 years and in full time attendance at a school or university.**

If there is a change in the, number of your eligible dependents, please notify the, **SunLife representatives immediately.**

Article 28 (b) (continued)

What happens to my dependents' coverage if I divorce?

In cases of divorce, a former spouse is **no** longer eligible for coverage on an employee's plan, and children will be covered by the parent who has custody.

My parents reside with me. Can they be covered under my Plan?

No, parents or grandparents must apply for individual coverage. Premium assistance is available for those on reduced income.

(c) COST

- Medical Services Plan of British Columbia

Alcan pays the full cost of the premium. This cost is reported on your T-I slip as a taxable benefit.

- Pharmacare Plan

There is no separate charge for this plan.

- British Columbia Hospital Program

There is no monthly premium for this program. There is currently no charge to you if you are hospitalized and assigned to a ward. There is a hospital co-insurance charge if you request a semi-private or private room, and this charge is recoverable under your extended health benefits plan.

(d) **BENEFITS**

M.S.P. provides the following benefits:

- Medically required services of a physician, or a specialist (such as a surgeon, anaesthetist or psychiatrist) when referred by your physician.
- Maternity care by a family physician, or by a specialist when referred by your physician
- Diagnostic x-ray and laboratory services when ordered by a physician.
- Dental and oral surgery performed in a hospital.
- Orthodontic service related to severe congenital facial abnormalities. Please contact M.S.P. for further information on this benefit.

(e) **ADDITIONAL BENEFIT'S**

The following are benefits only when performed in B. C.

- Routine eye examination limited to once every 24 months for those persons 16 to 64 years of age.
- Services of an **orthoptist** to treat deficiencies related to the eye muscles.

Article 28 (e) (continued)

- Services of a massage **therapist** when referred by a physician.
- Services of a **chiropractor, naturopath, physiotherapist or podiatrist.**

For persons under 65 years of age, visits to a chiropractor, physiotherapist, naturopath or massage therapist are limited to 12 per calendar year. For persons 65 or older, the annual limit is 15.

These additional benefits (except optometric and orthoptic services) are subject to a patient visit charge (**\$10.00** in **1999**).

(f) EXCLUSIONS

The following are some services that are NOT covered by M.S.P.:

- Dental services other than as outlined under **BENEFITS.**
- Medical examinations or certificates required for application such as employment life insurance, school or university, recreational activities, and immigration Purposes.

Article 28 (f) (continued)

- Acupuncture (see your Pacific Blue Cross (P.B.C.) Extended Health Benefits Plan).
- Non-medically required services (e.g. cosmetic surgery).
- Preventative medical counselling (e.g. smoking withdrawal program).

28-LU-#1 - Retiree's **Medical** Services Plan
Premium and Life Insurance Option

Article 29 - OUT-OF PROVINCE BENEFITS

- (a) The **Medical Services** Plan helps pay for unexpected insured services rendered to an eligible subscriber or dependent. Payment will not exceed the amount payable had the same services been performed in British Columbia. Any excess cost is the subscriber's responsibility. Claims must be **submitted within six months** of date of service.

Additional benefits, such as chiropractic and physiotherapy, are NOT covered outside the Province.

- (b) **Travelling** outside Canada - Cost of medical care outside Canada can be much higher than the amounts payable by MSP and by extended health care plans. Payment of hospital charges outside Canada will not exceed \$75.00 a day. For complete protection, additional medical insurance should be purchased from a private insurance company. (Contact **the SunLife representatives** for details.)

- (c) Leaving B.C. to obtain **Medical** Care - if you intend to leave the province specifically to obtain medical treatment your attending physician in B.C. must write to M.S.P. and receive prior approval for the payment of services.

Article 30 - PHARMACARE PLAN

- (a) **Pharmacare is a program of the Ministry of Health providing assistance to B. C. residents with the purchase of most prescription drugs; ostomy supplies for ostomates; insulin, syringes and needles for insulin dependent diabetics; designated permanent prosthetic appliances and blood glucose monitoring strips for holders of valid Certificates of Training. The Home Oxygen Subsidy Program provides assistance with the cost of oxygen for in-home use.**
- (b) After the annual deductible (~~\$800~~ in 1999) and subject to change by the Ministry of Health), you are reimbursed 70% of eligible expenses.
- (c) In the last few years, the government introduced cost savings measures to ensure protection **from high drug costs and to keep Pharmacare affordable for the future.** "Low cost alternative drugs" and "reference-based pricing" are two ways to keep prescription **drugs** at **more** affordable prices to British Columbians.
- (d) P.B.C. will reimburse you for prescription drug costs which are in excess of the schedule of costs prescribed by the Pharmacare Plan.

Article 31- B.C HOSPITAL PROGRAM

If you require hospitalization for treatment of a medical condition, the B. C. Hospital Program covers you for standard ward accommodation. The use of the operating room, emergency room and case room are all included in your coverage. Laboratory facilities, outpatient facilities for narcotic or psychiatric treatment radiotherapy and physiotherapy are also part of your coverage.

Note: Articles 28 through to and including Article 31 are not subject to negotiation but are included for information purposes only.

Article 32 - EXTENDED HEALTH BENEFITS PLAN

(a) COVERAGE

Most charges which are not covered by the Provincial Health Plans are eligible for reimbursement under the Extended Health Benefits Plan.

(b) COST/DEDUCTIBLE

The Extended Health Benefits Plan premium is paid by the Company. There is only one **\$25** annual family deductible which can be met by out-of-province or in-province hospital or medical expenses, prescription drug expenses, vision care expenses, or other eligible expenses as outlined in this Volume II

(c) ELIGIBILITY

- (i) You are eligible for coverage under the Extended Health Benefits Plan (EHB) from the first of the month following your date of permanent employment **or**

upon achieving Company Seniority (CS) as a temporary employee

(ii) Are my spouse and children/ covered?

Yea, as soon as your coverage begins. If you acquire a spouse or children at a later date, coverage begins on the first day of the month ~~following~~ **following** the date you apply for coverage. Remember **to apply as soon as possible** after marriage or after the **birth of your child**.

(iii) How is my family covered in a common-law relationship?

You must have lived with *your* spouse for at least one year. A legal document (Statutory Declaration) about your co-habitation can be **applied to the waiting period of 12 months. Children of your common-law spouse can be covered if you are their legal guardian.**

(iv) If you or a dependent **are currently in hospital when coverage would normally begin, the coverage for that person will start once hospitalization has terminated.**

(d) ELIGIBLE DEPENDENTS

"Spouse" means the members legal spouse or a person who has been residing with the member continuously for a period of at least one (1) year and has been publicly represented as ³ member's spouse in the community in which they reside.

Article 32 (d) (continued)

- Your unmarried children under age 21 provided such persons are mainly dependent on and living with you
- Your unmarried dependent children who are full-time students **and** between the ages of 21 and 25. Children who are unemployable, residing with and mainly dependent upon you due to a mental or physical disability are covered to any age except for **Orthodontic Services** which is limited to age 25.

If there is a change in the number of eligible dependents, please **notify the SunLife representatives (632-4747)** immediately.

(e) COVERAGE

- (i) The EHB Plan will reimburse you for 90% of most medical expenses, after you have paid the annual deductible of \$25.00. If you are reimbursed more than **\$1,000.00** of expenses in one year, all additional charges in that year will be reimbursed at 100%.
- (ii) To qualify for dual coverage, you and your spouse, who is also a regular hourly Alcan employee, must be residing at the same address and be both legally responsible for your children. Reimbursement of eligible expenses cannot exceed **100%** of the cost.

Dual coverage is also permissible with other employer plans.

ELIGIBLE EXPENSES

The E.H.B. Plan covers you and your dependents for most eligible expenses not covered by M.S.P. such as:

(f) Covered at 100%

- (i) Semi-private or private room charges in a public general hospital.
- (ii) Hospital co-insurance of **the extended care unit of a public general hospital, including the G.F. Strong Rehabilitation Centre.**

(g) Covered at 90%

Eligible medical expenses for you and your family, including customary and reasonable charges for the following supplies and services.

- (i) Chiropractic services - to a maximum of **\$300** per calendar year, and one set of x-rays to a maximum of **\$75**.
- (ii) Fees of naturopaths (but not x-rays or acupuncture services) and podiatrists (but not x-rays or appliances) registered in B.C. and/or acupuncture treatments ordered and rendered by a physician licensed in **B.C. to perform** acupuncture, to a combined maximum of \$400 per calendar year.

- (iii) Custom fitted orthopaedic shoes, (including repairs), and modifications to stock item footwear, to an annual maximum of **\$400**.
- (iv) Custom-made foot orthodontics and arch supports to an annual maximum of **\$125.00** (effective 1 January **2000**, every 24 months to a maximum of **\$250**).

The above three benefits must be prescribed by a physician or podiatrist or physiotherapist, for the proper **management** of congenital or post-traumatic foot problems.

The following expenses are covered if ordered or prescribed by your attending physician or specialist:

- (v) Drugs and medicines, including oral contraceptives, legally requiring a prescription.
- (vi) **Hearing aids** to a maximum of **\$600** during a five (5) calendar year period. Does not include batteries, recharging devicu, or other such accessories. Replacements will be covered only when the heating aid cannot be Satisfactorily repaired.

(vii) intra uterine devices.

Written authorisation may be required by P.B.C. from the referring physician on the following:

- (viii) **Fees** of physiotherapists and massage practitioners registered in B. C. to an annual maximum of per service.
- (ix) Fees of speech therapists to an annual maximum of **\$1,000.00**.

Article 32 (g) (continued)

- (x) Fees of clinical psychologists to an annual maximum of **\$400.00**.
- (xi) Services of **a registered nurse required for an** acutely ill patient hospitalized in a public general hospital in B.C. up to a maximum of **720 hours per calendar year**.
- (xii) Insulin, syringes, needles and g supplies for diabetics and injections of Vitamin B12 for the treatment of pernicious anaemia.
- (xiii) Blood glucose monitors, and insulin infusion pumps (when basic methods are not feasible).
- (xiv) Walkers, crutches, casts, collars and trusses, but NOT elastic or foam supports.
- (xv) Rigid support braces and permanent prostheses (artificial eyes, limbs, larynxes and mastectomy forms).
- (xvi) Wigs and hairpieces required as a result of medical treatment or injury to a lifetime maximum of **\$500.00**.
- (xvii) Ostomy and ileostomy supplies.
- (xviii) Oxygen masks and regulators, blood and blood
- (xix) Licensed ground or air ambulance services in an emergency, requiring transportation to and from the nearest hospital equipped to provide the required treatment

Article 32 (g) (continued)

(xx) Rental or purchase (for long term disability) of such standard durable equipment such as manual wheelchairs and manual type hospital beds, (electrical wheelchairs will be covered only when the patient is incapable of operating a manual wheelchair, otherwise **PBC** will pay the manual equivalent);

(xxi) Breathing machines and appliances including respirators, compressors, iron lung respirator or cardiac screener.

P.B.C requires preauthorization for expenses in excess of **\$5,000.00**. **P.B.C.** retains the right to determine whether equipment shall be rented or purchased.

(h) EXCLUSIONS AND LIMITATIONS

Please refer to your Alcan Health and Dental Programs brochure for details or contact the **SunLife representatives at 632-4747** if you have an expense which is not noted under COVERAGE.

(i) Pacific Blue Cross (P.B.C) INQUIRY LINE

By using a touch-tone telephone, and calling toll-free

1-888-275-4672

you can inquire about the status of any claim you have submitted to **P.B.C.** for expenses relating to your extended health, dental or medical travel benefit plans. office hours are 8:30 am. to 4:30 p.m. Monday to Friday.

(j) EMERGENCY OUT-OF-PROVINCE BENEFITS

If you or your dependent are travelling outside B. C., benefits are payable for the following eligible expenses incurred IN AN EMERGENCY ONLY WHEN ORDERED BY THE ATTENDING PHYSICIAN. Non-emergency care, testing, treatment and surgery, and amounts covered by any government plan and/or any other provider of health coverage are NOT eligible.

1. Local ambulance services;
2. Hospital room charge and associated charges for services and supplies while at the hospital;
3. Services of a physician;
4. Laboratory and X-ray services;
5. Prescription drugs;
6. Other emergency services and/or supplies, if we would have covered them inside B. C.

(k) LIFETIME MAXIMUM

The maximum benefits payable under the Extended Health Benefits Plan are \$250,000 per person per lifetime.

Article 32 (k) (continued)

Travelling outside the province?

We recommend that you apply for private out-of-province travel insurance if you leave British Columbia for any reason. P.B.C. provides Individual Medical Travel insurance coverage to Alcan employees at a 10% discount. Contact the SunLife representatives for more information.

(I) CLAIMS PROCEDURES

(i) Claim forms are available from the SunLife representatives. Please submit claims to **P.B.C. as soon as you have a reasonable amount of receipts, or at least within 90 days** of incurring the expense

(ii) Can I wait until year end to make a claim?

Yes you can. Failure to submit a claim within the above 90 day limit will not invalidate the claim, however **P.B.C. will not be responsible** for any expenses which occurred more than one year from the date the expense was incurred.

(iii) Do I have _____ to make a claim to Pharmacare?

Not any longer. Pharmacare introduced PharmaNet in 1995. This new computerized pharmacy network tracks how much money you have spent on eligible prescription medication during the year, and alerts the pharmacist when you reach your deductible (~~\$800~~ in 1999). You will then pay the portion of your drug

Article 32 (m) (continued)

costs not covered by Pharmacare, instead of paying the full cost. Pharmacare covers the generic brand of some drugs as well as low-cost alternatives.

P.B.C. covers 90% of eligible drug expenses up to the Pharmacare deductible.

I

(m) TERMINATION OF COVERAGE

- (i) Termination - Coverage for you and your dependents cease at the end of the month in which you terminate your employment with the company.
- (ii) retirement - Alcan main . MSP coverage until your **65th** birthday. EHB and Dental benefits, however, cease when you retire. Private individual coverage will be reviewed with you at that time.
- (iii) Death - surviving dependants of an active employee are covered for MSP, EHB and Dental for 12 months following the death of ~~the~~ employee. If a retired employee dies before ~~their~~ **their** 65th birthday, Alcan will provide MSP coverage to ~~their~~ **their** surviving spouse for an additional 12 months.

Article 33 - MEDICAL TRAVEL BENEFITS PLAN

(a) COVERAGE

The following medical travel benefits are covered. Reimbursement is 100% of the eligible expenses to the maximums stated.

1. Transportation of a patient by scheduled air, bus or rail to and from the nearest location equipped to provide the recommended treatment. Transportation beyond Vancouver, B. C. is not covered.

You must be referred to the location of treatment by your family doctor or specialist in Kitimat or Terrace. Referrals to a dentist or dental surgeon are NOT covered under this plan

2. Transportation for an adult attendant for the patient being transported under (1) above, when ordered by the attending physician.
3. Transportation for the purposes of reconstructive jaw surgery will be provided, when ordered by the attending physician.
4. If recommended by your family physician, or if pre-approved by the **SunLife representatives**, travel by automobile is **permitted, and the following car allowance benefit is payable:**

Car Allowance Benefit:

. Return trip Prince Rupert	s 30.00
. Return trip Smithers	s 30.00
. Return trip Prince George*	s 90.00
. Return trip Vancouver*	\$200.00

Article 33 (continued)

- * Trip to Prince George maximum 2 nights hotel. Trip to **Vancouver maximum 4 nights hotel**. Longer hotel stays must be related to additional test or attention.

The total claim for accommodation cannot exceed the maximum coverage of seven days (see 5(a)).

5. (a) Accommodation in a commercial facility for the **patient and/or the attendant**, to a maximum of \$100 per day for up to seven days **for the period 16 September to 14 May and to a maximum of \$120 per day for up to seven days for the period 15 May to 15 September.**
 - (b) Accommodation **expenses for the patient or the attendant**, at **Vancouver Lodge, Heather House, Easter Seal House, MacDonald House**, to a maximum of **\$700 per trip.**
 - (c) **Full cost of accommodation** expenses at Vancouver **Lodge for the patient only for the duration of treatment at the Cancer Control Agency of B. C.**
6. **Taxi or bus fares between Kitimat and Terrace Airport, and between Vancouver Airport and the location of treatment or accommodation, and to and from accommodation and location of treatment to** a maximum of **\$65** per trip, based on receipts.
 7. When approved by Alcan's Occupational Health **Department** treating a member, F by the family physician and the Employee/Family Assistance Counsellor treating a member's dependent,

Article 33 (7) (continued)

- (a) the cost of transportation by air, bus or rail to and from an alcohol or drug rehabilitation institute will be covered, and
- (b) total charges of such institute up to a maximum of 28 days.
- (c) transportation expenses only will be reimbursed for a spouse to attend the final week of treatment.

(b) EXCLUSIONS

- (i) The following expenses are NOT reimbursed:
- (ii) The cost of meals, gasoline, car rentals, long distance phone calls and any other costs incurred outside eligible expenses outlined in this brochure.
- (iii) Travel and accommodation expenses relating to a referral to a dentist or dental surgeon.

33-LU-#1 Communication of Benefit Plans
33-LI-#1 Alcan Medical Plan for Retired Employees (Ampre)

Article 34 - ALCAN DENTAL PLAN

(a) Eligibility

(i) When am I eligible to join the Plan?

As a permanent full employee, or as a **temporary employee with company seniority**, you and your dependents are eligible for coverage under the Alcan Dental Plan for

1. Plans A and B: on the first of the month following six (6) months of continuous service.
2. Plan C (orthodontic+): on the first of the month following 12 months of continuous service.

(ii) Who are my eligible dependents?

1. "Spouse" means the member's legal spouse or a person who has residing with the member continuously for a period of at least one (1) year and has been publicly represented as the member's spouse the community in which they reside.
 - (a) Your unmarried children under age 21 provided they are mainly dependent on and living with you.
 - (b) Your unmarried children between ages 21 and 25 if in full time attendance at a post-secondary institution, unmarried and mainly dependent on you.

Article 34 (a) (ii) (continued)

(c) Your unmarried children who are incapable of self-sustaining employment because of a physical or mental handicap (except coverage for Plan C (orthodontics) is limited to age 25).

(iii) Can I add a spouse or children at a later date?

The same rules apply to the Alcan Dental Plan as described in the Extended Health Benefits Plan.

(b) Coverage

(i) PLAN A - Basic Restorative and Preventative Services

You will be reimbursed for 100% of charges up to the current **P.B.C.** Dental Fee Schedule of the following types of dental treatment:

Basic procedures including:

- a) standard oral exams (two (2) per year) and x-rays. Complete mouth x-rays will be covered only in a three (3) year period.
- b) to prevent the occurrence of oral disease, including prophylaxis, fluoride treatment (two (2) per year) and fixed space maintainers.

Article 34 (b)(i) (continued)

- c) extraction of teeth and other basic surgical procedures
- d) amalgam, silicates, resins, and composites. Stainless steel crowns and gold inlays or onlays will be paid once only per tooth per five (5) year period. If less than three (3) surfaces are treated P.B.C. will pay the amalgam equivalent.
- e) repair or relines of prosthetic appliances.
- f) pulpal therapy and root canal filling. Root canal therapy is limited to once per tooth per lifetime of the member or dependent.
- g) the treatment of tissues supporting the teeth.

i i **PLAN B - Major Restorative Dental Care**

- a) **Sixty-five percent (65%)** of charges up to the current **P.B.C. Dental Fee Schedule** will be reimbursed for the following services. Benefits will not be payable for duplication of these services within a five (5) year period.
 - (i) Prosthetic appliances. Both partial or complete, lower and upper dentures are included in coverage. Replacement of lost, stolen or broken dentures is not covered.
 - (ii) Crowns and bridges.
 - (iii) Onlays and/or inlays involved in bridgework.

(iii) PLAN C - Orthodontic Dental Care

Benefits shall be payable for Orthodontic services listed in the P.B.C. Schedule of Fee Allowances. The benefit under this plan is **50%** of orthodontic services up to a lifetime maximum of **\$2,500** per eligible person **(effective 1 January 2002, \$2700.00)**. Lost, stolen or broken orthotic appliances are not covered.

P.B.C. limits benefits paid for treatment commenced prior to the date of termination of coverage. Please check with your dentist or P.B.C. if this situation might apply to you.

(c) Exclusions

Certain expenses are not included as eligible expenses, including

- (i) services provided by another party (i.e. MSP, WCB, etc);
- (ii) full mouth reconstruction for a vertical dimension correction, or for correction of a temporal mandibular joint (TMJ) dysfunction (jaw structure).
- (iii) procedures with respect to congenital malformations or procedures for purely cosmetic reasons.
- (iv) Charges for broken appointments, oral hygiene, or nutritional instructions or completion of forms.
- (v) Charges for drugs, pantographic teachings, osseous or tissue grafts.
- (vi) Incomplete, unsuccessful or temporary procedures.

Article 34 (c) (continued)

- (vii) Recent duplication of services by the same or different dentists/dental mechanics in **accordance with the P.B.C Schedule** of Fee Allowance.
- (viii) Procedures commenced prior to the effective date of coverage.
- (ix) Any extra procedure which would normally be included in the basic service performed.

(d) EMERGENCY COVERAGE OUTSIDE BRITISH COLUMBIA

If you require emergency dental care when you are outside B.C., the Dental Care Plan will reimburse you for eligible expenses up to **the current P.B.C. Dental Fee Schedule**, for basic dental care (Plan A) only.

(e) CLAIMS PROCEDURE

When you visit your dentist, show him your dental care plan identification card. The dentist may ~~choose~~ to direct bill **P.B.C.** or to bill you, in which case, have the ~~dentist~~ complete a detailed claim form which you send to **P.B.C.**

Article 35 - VISION CARE PLAN

- a) You and your dependents are reimbursed the cost of the following expenses, when prescribed by the attending physician, ophthalmologist or optometrist:

- corrective lenses,
- frames, or
- contact lenses.

- b) What is the benefit and how often can I make a claim?

The maximum benefit payable is 90% up to \$175.00 per eligible person in any two (2) calendar year period (increases to \$200 effective 1 January 2000).

- c) If I purchased glasses in October 1995, when can I next apply for another pair?

You can apply as early as January 1997 and every two years thereafter.

- d) Will the \$25.00 deductible apply?

The deductible will apply only if this is your first EHB claim in the year.

- e) Are prescription safety goggles or sunglasses covered?

No.

f) **Does this plan pay for the eye examination as well?**

- (i) **Routine eye examinations are paid by the Medical Services Plan of B.C. (MSP). The exams are limited to once every 24 months for those persons 16 to 64 years of age. Your eye specialist can advise you of the date of your last exam**
- (ii) **To a maximum of 90% every twelve (12) months for a related medical condition per eligible person 16 to 64 years of age**

Article 36 - PRESCRIPTION SAFETY GLASSES PLAN

- (a) You can apply for one pair of prescription safety glasses per calendar year provided you require them to perform your work.
- (b) Is there a cost to me? No, this benefit is fully paid by Alcan.
- (c) How do I apply for a pair of glasses? See your supervisor for an application form.

**Article 37 - ALCAN DISABILITY INDEMNITY PLAN
(D.I.P.)**

- (a) The Company will continue the Kitimat Works Disability Indemnity Plan (D.I.P.) for the duration of the Collective Agreement. The regulations of the Plan are set forth as follows.

Article 37 (continued)

- (b) (i) The purpose of the Disability Indemnity Plan is to protect an employee from total loss of wages as the result of disabilities caused by non-industrial illness or injury.
- (ii) How do I join?

DIP provides automatic coverage. There is no enrolment card for you to complete. Coverage starts after you accumulate 90 consecutive calendar days of employment with the Company.
- (c) An employee is considered "disabled" when in the opinion of the Company Occupational Health Department in consultation with the employee's personal physician. they are unable to perform their regular job or any other meaningful job assigned to them as a result of non-industrial illness or injury.
- (d) Except as otherwise provided in this section, an employee **qualifies** for payment of benefits for each of their regularly scheduled hours they are unable to work because they are considered disabled and the Company has not assigned other work to them which they are capable of performing.

APPLICATION

- (e) To apply for and receive benefits, an employee must:
 - (i) have visited a physician and obtained a Physician's Report within five (5) days of the start of their disability.

Article 37 (e) (continued)

- (ii) **have submitted a completed D.I.P. Employee's Application form as well as the completed Physician's Report to the Company's Occupational Health Department within ten (10) days of the start of their disability or before starting work if their period of disability is less than ten (10) days.**
- (iii) provide further medical evidence of disability upon request from the Company's Occupational Health Department
- (iv) be under the regular and personal care of a physician and be actively following any prescribed program of treatment or rehabilitation.
- (v) the Company will pay for Physician's Reports necessary for the employ@ to comply with these requirements.
- (vi) **the Union agrees that employees will reimburse the Company for DIP benefits received, should they receive wage loss benefits from other insurers or organization for the same time period.**

(f) Waiting Period

There is a 12 working hour waiting period before benefits commence. The waiting period applies even in cases where you are hospitalized immediately for illness or for a non-industrial injury.

(g) Level of Benefits

A qualifying employee will receive the greater of

- (i) a benefit equal to 70% of their basic hourly wage rate at the time they become disabled exclusive of overtime or premium pay, times the number of hours in their regular shift;
- (ii) or 55% of the employee's normal weekly insurable earnings as that term is defined by the regulations of the Employment Insurance Act.

(h) Duration of Benefits

- (i) A qualifying employee may receive benefits for each disability for up to 1560 hours if they have less than one year of continuous service at the time they became disabled and up to 2080 hours if they have one or more years of continuous service at the time they became disabled.
- (ii) If an employee returns to work and is forced to stop work again due to the recurrence of the same or a related condition within 50 days of their return to work, the Company will consider the recurrence to be a continuation of the same disability and the employee will be eligible for payment of benefits upon their first regularly scheduled shift on which they are disabled.

Article 37 (h) (continued)

- (iii) When an employee who is receiving benefits under the plan, suffers from a different illness or injury which would also qualify them for receipt of benefits, the Company will consider this (these) different condition(s) as the same disability unless the employee has returned to work and completed at least one regular shift before the onset of this (these) other condition(s).

(i) Ineligibility for Benefits

An employee is not qualified for payment of benefits:

- (i) while they are laid off unless notice of layoff has not been given prior to the occurrence of the illness or injury or the illness or injury occurs 2 months or more before the date of lay-off in which case benefits will be paid up to the termination of their illness or injury or 15 weeks beyond the date of lay-off, whichever is less.
- (ii) while they are on vacation.
- (iii) while they are on strike or locked out unless the injury or illness occurred prior to the strike or lockout.
- (iv) for a disability commenced during a strike or lockout for the duration of the strike or lockout but shall qualify for payment of benefits when called back to work.
- (v) while they are suspended for disciplinary reasons.
- (vi) while they are on any approved leave of absence including but not limited to maternity leave, service with the armed forces, compassionate leave, bereavement leave, and jury duty leave.

Article 37 (i) (continued)

- (vii) if they are disabled as the result of illness or injury which is intentionally self-inflicted.
- (viii) if the employee is disabled as the result of illness or injury due to their illegal act or attempted illegal act.
- (ix) if they are disabled as a result of illness or injury which is due to wilful participation in disorderly conduct.

(i) Termination of Benefits

Payment of benefits ceases automatically upon the earliest occurrence of one of the following events:

- (i) The employee is no longer disabled in the opinion of the Company's Occupational Health department in consultation with the employee's personal physician.
- (ii) The employee has been paid their full entitlement as provided in Section h(i) of this Section (Duration of Benefits).
- (iii) The employee is assigned by the Company to do other work which is meaningful and they are capable of performing.
- (iv) The employee has been discharged for just cause and has received a total of fifteen (15) weeks of benefits.
- (v) The employee is no longer available for employment with the Company.
- (vi) The employee has found employment with another employer.

Article 37 (j) (continued)

- (vii) The employee has terminated their employment with the Company.
- (viii) The first day of the month following their sixty-fifth birthday and the employee has received fifteen (15) weeks of benefits, or the first day of the month following their sixty-fifth birthday provided the employee is receiving retirement benefits from the Company's Retirement Plan whichever occurs first.
- (ix) The employee has failed, refused or neglected to follow a program of treatment or rehabilitation prescribed by their personal physician consultation with the Company's Occupational Health department.
- (x) The employee has died.

(k) General Regulations

- (i) The Company reserves the right to have the employee examined by a physician of its choice. The decision of the Company's Occupational Health Department (in consultation with your attending physician) regarding whether an employee is disabled is final.
- (ii) (a) Special benefits will be paid for time lost, to a maximum of 16 hours while attending to a medical referral under the terms of the Medical Travel Benefits Plan, where such referral is the second or subsequent in a series of treatments or examinations for a specific medical condition. The waiting period will be waived for this 16 hour benefit. A copy of the physician's referral card must be included with your application.

Article 37 (k) (ii) continued

- (b) **For those employees electing to use ground transportation, the waiting period will be waived, where such referral is the first treatment or examination for a specific medical condition. A copy of the physician's referral card must be included with the employee's application.**
- (iii) Statutory Holidays will be considered scheduled hours not worked for the purpose of the waiting period and the calculation of benefits where:

 - (a) the employee is disabled
 - (b) the employee is scheduled to have the Statutory Holiday off under the provisions of Article 14.04
 - (c) the employee does not qualify for Statutory Holiday pay under the provisions of Article 14.07(a).
- (iv) If the Company assigns other **temporary work** to an employee, the employee will be paid at the rate of **their regular job or the rate of the current job, if that rate is higher.**
- (v) Employees losing time from work as a result of ongoing treatment will receive DIP. for all hours of work missed to a maximum of 8 hours, provided the waiting period has already been served for this particular non-industrial illness or injury. This payment shall be subject to the approval of the Company's Occupational Health Department.

- 37-LU-#1 Employee Claiming WCB and Applying for DIP Benefits
- 37-LI-#1 E.I. Premium Reduction
- 37-LI-#2 Reconsideration of D.I.P. Applications

Article 38 - LONG TERM DISABILITY PLAN (L.T.D.)

- (a) LTD protection is designed to provide benefits if you are still unable to work at your regular job once your DIP payments stop or following 52 weeks of ~~benefits~~ from WCB. **The following outlines the main provisions of the LTD Plan, however any interpretation of these provisions are governed in all cases by the terms of the official LTD Plan text.**

- (b) ELIGIBILITY

- (i) How do I join?

You must apply for the LTD protection by completing an enrolment card, authorizing payroll deductions. If you apply within 90 calendar days of starting employment, coverage begins on the first day of the month following this 90 calendar day period.

If you are not actively at work on the date your L.T.D. coverage would have ordinarily begun, your coverage will begin when you return to work.

- (ii) Can I join at a later date?

Yes, however after 90 **calendar days following** employment, evidence of **good health** in the form of a health questionnaire accompanies the application. **The**

Article 38 (b) (ii) (continued)

insurance company may ask you to undergo a medical examination at your own expense. Coverage begins on the date the insurer approves your application.

(c) COST

Both you and Alcan pay for the LTD Plan premium. Alcan pays 77.4% of the premium. You pay the balance which is deducted from your paycheque every two weeks. The premium is reviewed every year and may increase or decrease depending on the plan usage.

EFFECTIVE 1st FEBRUARY 2000

- i) **Alcan pays 100% of the regular basic LTD Plan**
- ii) **Employee pays 100% of the Optional LTD Plan**

(d) LEVEL OF BENEFIT/INTEGRATION

- i) **Your regular basic LTD benefit payment would be equal to 55% of your pre-disability hourly rate times 173.9 (average number of hours per month).**
- ii) **Your optional LTD Plan benefit payment would be equal to 10% of your pre-disability hourly rate times 173.9 (average number of hours per month).**
- iii) Are my LTD benefits taxable?
 - a) **The regular basic LTD Plan benefits are taxable.**
 - b) **The optional LTD Plan benefits are not taxable.**

Article 38 (d) (continued)

- iv) What type of benefits will reduce my L.T.D. benefits?

The L.T.D. benefit is reduced by 100% of any Workers Compensation Board (WCB) benefit, and/or 85% of Canada Pension Plan or Alcan Pension Plan disability benefits, or by any income received as compensation for lost wages that has been established through a legal process.

Effective 1st February 2000

The LTD benefit is reduced by 100% of any Workers' Compensation Board (WCB) benefit and Alcan Pension Plan disability benefit and/or 100% of Canada Pension Plan disability benefit or by any income received as compensation for lost wages that has been established through a legal process.

- v) If I am receiving WCB benefits, do I need to apply for LTD?

Yes, once your LTD claim is approved, the coverage you had under any of the Alcan plans when you became disabled is maintained by the Company for the duration of the LTD claim.

(e) DEFINING "DISABILITY"

- (i) "Disability" is the complete inability of an individual, due to injury, disease, pregnancy or mental disorder, to perform their own (regular) occupation until the individual has received long term disability income benefits for 24 months.

Article 38 (e) (continued)

- (ii) **After 24 months**, due to injury, disease, pregnancy, or mental disorder, you must be unable to engage in **any occupation for which you are reasonably fitted** by education, training and experience.
- (iii) If you do not qualify for LTD under the "own occupation" and/or "any occupation" definition in the policy, and are not able to be placed in a job at Kitimat or Kemano, you will be entitled to two months of LTD benefits for each completed year of regular service up to the date you first became disabled.
 - a) **Effective 1st of February 2000, if you do not qualify for LTD under the "own occupation" and/or "any occupation" you will not qualify for the 10% optional LTD benefit under the extended LTD benefit stated above.**

(9 CLAIMS PROCEDURES

You must apply for LTD benefits. If your disability seems **likely to extend beyond the DIP period, you will be provided with the necessary forms.** Once the LTD claim is approved, you may be required to submit periodic proof of continuing disability to the insurer. The **Company will pay for all physicians' reports required by the Company for the employee to qualify for and to continue on the Long Term Disability Plan.**

Rehabilitative employment may be initiated while you are receiving LTD benefits.

Article 38 (continued)

(g) **REHABILITATION**

- (i) LTD benefits generally cease when you go back to work. However, to help **you return** to productive, full-time employment as soon as possible, the LTD plan pays benefits while you am working at any rehabilitative employment approved by your doctor. the insurer and Alcan. Rehabilitation may be on a part-time basis or in a less strenuous capacity.
- (ii) When you are on rehabilitation, your LTD benefits are not reduced unless your total income exceeds 100% of your pre-disability earnings. Then your LTD benefit is reduced so that your ~~rehabilitation~~ **rehabilitation** earnings, LTD benefit and income from **other** sources do not exceed 100% of your predisability earnings.
- (iii) **Full LTD benefits are continued during the time you are taking part in an approved retraining program.** Certain retraining expense+! are paid up to a lifetime maximum Of **\$25,000**.

(h) **RECURRING DISABILITY**

If you recover and return to work and you again become disabled due to the same or a related cause, or due to a new illness, you will be **provided with the forms** to the benefit plans which are applicable at that time.

(i) **PAYMENT OF BENEFITS**

Once approved, the effective date of the long term disability claim is the first day following your last day of benefits on DIP or the first day following 52 weeks of WCB benefits. Benefits are paid by direct deposit at the end of each month.

Article 38 (continued)

(j) CONTINUATION OF OTHER BENEFITS DURING DISABILITY

While you are receiving benefits from the LTD plan, the coverage you had under any of the following plans when you become disabled is maintained at no cost to you until the end of the month you reach age 65, providing you were enrolled in these plans when the disability began. The company will pay all premiums.

- * Medical Services Plan (MSP) of B. C.
- ! Alcan Extended Health Benefits Plan
- ! Alcan Medical Travel Plan
- Alcan Vision Care Plan
- Alcan Dental Plan
- Alcan Pension Plan
- ! Alcan Life Insurance Plan
- Alcan Employee and Family Assistance Program

(k) TERMINATION OF BENEFITS

LTD benefits are payable until:

- (i) you recover.
- (ii) you are no longer deemed disabled under LTD disability definitions;
- (iii) you return to work, except in the case of approved rehabilitation;
- (iv) you cease to participate in an approved rehabilitative program;

Article 38 (k) (continued)

- (v) you fail to produce medical evidence requested by Alcan and/or the insurer;
- (vi) retirement
- (vii) the last day of the month you reach age 65;
- (viii) death.

(l) **EXCLUSIONS**

LTD benefits are not payable:

- (i) for intentionally self-inflicted injury;
- (ii) for injuries sustained during war, insurrection, hostilities, participation in a riot or civil commotion;
- (iii) for injuries sustained while you are committing or attempting to commit a criminal offense;
- (iv) while you are eligible for maternity benefits from **Employment Insurance (EI)**.

(m) **MANDATORY EARLY RETIREMENT**

If you remain disabled for three years, and there is no possibility of returning to work, your disability is considered permanent in nature. It is mandatory that you early retire in the Alcan Pension Plan as soon as you are eligible for the Bridge Benefits under the APP. Your pension, however, regardless of your age, is unreduced and the bridge benefits are paid until 65. Any disability benefits that you are eligible for under Canada Pension

Plan, and the 10% (tax-free) optional LTD are in addition to your Alan pension and bridge benefits (subject to an all source maximum).

In addition to the above benefits, Alcan continues with company-paid life insurance, MSP, extended health and dental plans until age 65.

Article 39

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

1 00 Purpose of the Program

People are affected by a wide range of personal problems which can normally be resolved without the need for assistance. However, some problems are too complex or serious to deal with alone. In these cases, if assistance is not available and the problems remain unresolved, the impact on the individual, the family and consequently the individual's work, can be very disruptive.

With this in mind, management and the union have developed the Employee and Family Assistance Program. The purpose of the Program is to offer help, including referral to **community** resources for a wider range of personal problems. The program is available to **all regular and temporary employees**, or members of an employee's immediate family. Participation is entirely voluntary and is kept strictly confidential.

2.00 Key Elements of the Employee and Family Assistance Program

- (a) The Program is coordinated by the EFAP Committee. This Committee shall be referred to as the Program Co-ordinators.
 - (b) The Program Coordinators shall consist of one management representative and two (2) union representatives (one of whom will be a member of the **Union Grievance Committee**). In addition, management will name an alternate Co-ordinator who will be available when the regular management representative is unavailable.
 - (c) The Program Co-ordinators will have a subcommittee to address Kemano issues. The sub-committee will consist of one (1) management representative and One (1) union representative, both living in Kemano.
- 2.02 (a) **Where assessment or treatment within the Program is requested or required, it will be determined by a professional counsellor. The counsellor or delegate will be referred to as the Program Counsellor.**
- (b) The Program Counsellor or delegate will be available to meet with employees and members of their families on a confidential basis to assist them with their concerns.
- 2.03 Training will be provided to ensure the purpose of the program is covered with the Supervisors and the Union Shop Stewards, and other Union officials.

3.0 Referrals Procedures

3.01 Self-Referrals

- (a) An employee or a member of their immediate family, who has a serious or complex personal problem seeks assistance from the Employee and Family Assistance Program on their own initiative.
- (b) In order to obtain assistance the employee contacts the Program Counsellor directly and arranges to see them on a confidential basis.

3.02 Informal Referral

- (a) Where a supervisor becomes aware an employee may benefit from the Program for reasons which have not impacted on the employee's job performance, or a Union representative becomes aware of same, they may contact the Program Coordinators and consult with them.
- (b) The Union Program Coordinator will initiate contact with the employee and advise the employee of the benefits of the Program and how to access the Program.
- (c) There will be no record of contact made or kept by any party involved with an Informal Referral.

3.03 Formal Referral

- (a) Where a work performance issue concern arises, an employee's General Supervisor (or equivalent) will consider the appropriateness of a Formal Referral to the Program.
- (b) Prior to the decision being made to offer the employee a Formal Referral, the General Supervisor or other management designate familiar with the EFAP procedures (and from the employee's area, if possible) will consult with the Program Co-ordinators, and will take any advice given into consideration.
- (c) If the General Supervisor decides to offer the employee a Formal Referral to the Program, they will meet with the employee and explain why **they are** taking this action. The General Supervisor will stress the employee's participation is voluntary, and further explain what the outcome may be if the employee chooses not to participate. The General Supervisor will ask the employee to meet with the Program Co-ordinators
- (d) If the employee agrees to meet with the Program Co-ordinators, the Program Co-ordinator will meet with the employee and explain the procedure of a Formal Referral and then direct the employee to the Program Counsellor. The Program Counsellor will determine the conditions of the employee's participation in the Program.

3.04 Mandatory Referral

- (a) Mandatory referrals are offered to an employee in lieu of discharge, when the employee is at the point of discharge, in accordance with the procedure laid out in Appendix "A" attached
- (b) Either management or the Union can initiate a Mandatory Referral under the appropriate circumstances.
- (c) The Program Co-ordinators will explain the procedures of the Mandatory Referral to the employee when the employee is referred to them by the Labour Relations Department and the Union Grievance Committee.
- (d) The Program Coordinators will assist the employee to meet the terms of the Mandatory Referral.

4.0 Roles

4.01 (a) The Program Co-ordinators

- In conjunction with the Program Counsellor, ensure the Program is communicated effectively through ongoing training and communications.
- Encourage using the Program by ensuring the Program Counsellor's schedules are distributed and kept up to date, as well as published in the Ingot and Hotline.

Article 39 (4.01) (continued)

- Periodically publish joint articles in both the Ingot and Hotline describing the EFAP and its Purpose.
- With the Program Counsellor, determine training needs for Program Co-ordinators, supervisors, General Supervisors, Union representatives and employees.

Attend appropriate meetings as required
- Meet on a regular basis to review formal and **mandatory referrals and the general functioning of the Program with the Program Counsellor.**
- Periodically evaluate the Program with the assistance of the Program Counsellor.
- If called upon, advise employees on how to access the Program under the Self Referral Process.
- Advise supervisors and union representatives during the Informal Referral process.
- Advise the General Supervisors during the Formal Referral process.
- Advise employees and ensure they fully understand the EFAP aspect of Mandatory Referrals.
- Ensure the confidentiality of all employees involved in the EFAP is strictly protected.

Article 39 (4.01) (continued)

- In Formal and Mandatory Referrals, ensure the Program Counsellor is supplied with relevant information prior to meeting the employee at the initial appointment.

(b) The Company Program Co-ordinator

In addition to the responsibilities listed in 4.01 (a), the Company Program Co-ordinator also:

- Ensures the terms of **Article 37** (k) (v) are met as required.
- Communicates with the Program Counsellor to verify substantial compliance with the recommendations for treatment where Mandatory Referrals are involved, and passes this information on to the appropriate General Supervisor (or equivalent) upon request.
- Communicates the above information regarding Mandatory Referrals to the Union Program Co-ordinator.

(c) The Union Program Co-ordinator

In addition to the responsibilities listed in 4.01 (a), the Union Program Co-ordinator also:

- Contacts employees referred to the Program Co-ordinators via the Informal **process**.

Article 39 (4.01) (continued)

- Maintains informal contact with employees who have been made Formal and/or Mandatory Referrals to encourage continued participation in the EFAP and provide additional assistance if required.

4.02 The Program Counsellor

- Provides information about the Employee and Family Assistance Program to all employees and their immediate families.
- Provides adequate referral, counselling, rehabilitation and follow-up services.
- In conjunction with the Program Co-ordinators, develops and conducts an ongoing training program.
- **Provides periodic progress reports to the Employee and Family Assistance Program Co-ordinators for the purpose of evaluating and improving the general functioning of the Employee and Family Assistance Program.**
- Develops liaison with other professional services in the community and refers employees and their immediate family members to them.
- Where requested in Mandatory Referrals, communicates with the Company Program Co-ordinator to advise whether there has been substantial compliance with the recommended treatment program.
- Maintains strict confidentiality.

Article 39 (continued)

4.03 The Supervisor

- Understands the EFAP and the referral procedure
- Encourages use of the EFAP by ensuring the Program Counsellor's schedules are posted and up to date, and periodically, remind employees EFAP is available to all employees and their immediate family members.
- Communicate EFAP concerns to the General Supervisor (or equivalent).
- Where required arranges for meetings with the Program Co-ordinators under the Informal Referral process.
- Attends meetings and training sessions as required
- Maintains strict confidentiality.

4.04 The General **Supervisor** (or equivalent)

- Understands the EFAP and the referral procedure.
- Discusses work performance problems with employees.
- Encourages the use of the Employee and Family Assistance Program
- Initiates the Formal Referral procedure by contacting the EFAP Program Co-ordinators, and provides information required for the process.

Article 39 (4.04) (continued)

- Attends meetings and training Sessions as required
- Maintains strict confidentiality.

4.05 Union Officials

- Understand the Employee and Family Assistance Program and referral procedures.
- Encourage the use of the Employee and Family Assistance Program.
- Maintain strict confidentiality.

5.0 General

- 5.01 Employees who lose time from, work as a result of ongoing treatment, will be entitled to the terms of **Article 37 (k)(v)** of the Collective Labour Agreement.
- 5.02 Wages of the three (3) Union EFAP representatives will be maintained by the Company while in attendance at meetings **with the Employee and Family Assistance Program** Committee. The Parties agree e Kemano Union EFAP representative will attend the meetings on a quarterly basis.
- 5.03 Wages, course fees and reasonable travel costs will be paid by the Company for the three (3) Union EFAP representatives to attend a relevant Employee and Family Assistance course/seminar once per calendar year. This is subject to the Company's approval and is not automatic every year.

Article 39 (continued)

- 5.04 Upon approval by the Company EFAP representative, the wages of the three (3) Union EFAP representatives will be maintained to attend individual meetings with employees requiring counselling of an EFAP nature.

The Parties recognize and agree the EFAP will be reviewed on a regular basis. Where required, the parties will re-negotiate this Article to improve and enhance the operation of the Program. Either Party may give written notice of intent to re-negotiate this Article, and the Parties shall, within thirty (30) **calendar days, meet** and mutually agree on the terms of this *Article*. Failing to reach mutual agreement within the thirty (30) calendar day period shall mean the *Article* remains unchanged.

APPENDIX "A"

Mandatory Referral

1. A Mandatory Referral is **one** of the conditions of an Employment Contract offered to an employee who is at the point of discharge and has not previously been offered a Mandatory Referral, in lieu of said discharge, where one of the following situations exists:
 - (a) The employee has a previous history within the EFAP;
 - (b) The employee acknowledges an EFAP related problem; or,
 - (c) Management and/or the Union have reason to suspect an EFAP related problem exists and such is subsequently determined during an assessment by the Program counsellor.
2. **Where an employee has previously participated in the EFAP as a Mandatory Referral, management may offer a further Mandatory Referral in lieu of discharge. Prior to such a decision being rendered by management, the Union and the Program Counsellor will be given an opportunity to present their case.**
3. (a) Before an Employment Contract is offered to an **employee the following steps will be followed to ensure both management and union concerns and responsibilities can be addressed:**

Appendix "A" 3(a) (continued)

- (i) Management will satisfy itself there has been an incident deserving of discipline;
 - (ii) Where an assessment by the Program Counsellor is required the employee will remain on suspension and any final determination will be delayed pending the outcome of the assessment.
 - (iii) Where a disciplinary response is appropriate, management will decide what discipline will be a condition of the Employment Contract;
 - (iv) The Employment Contract will be reviewed with the Union prior to it being offered to the employee;
 - (v) The union representative will be given no less than thirty (30) minutes to confer with and advise the employee.
- (b) Where there is no substantial dispute to the incident deserving of discipline, and there is no dispute to the conditions of the Employment Contract, the Union representative will communicate such to management. The Employment Contract will then be formally offered to the employee by management. If the Employment Contract is accepted, the Union and the employee will not grieve the discipline or the conditions of the Employment Contract.

Appendix "A" (continued)

- (c) Where there is a substantial dispute concerning the incident, or where there is a dispute with the conditions of the **Employment Contract, the Union will be given an opportunity to prepare and present** their position to the **General Supervisor (or equivalent)** and the employee's ~~supervisor prior to a final determination being made on the matter.~~ **Both management and the Union agree to present all relevant information at this time.**
 - (i) **If the parties are unable to resolve the matter, management retains its rights to proceed with discipline, and the Union retains its rights to file a grievance in accordance with Article 7 of the Collective Agreement**
 - (ii) Where the parties are able to resolve the matter, paragraph 3 (b) will apply, and this contract will not differ from those offered under circumstances where no dispute was raised.
- 4. The Employment Contract will be offered to the employee in writing in accordance with the form set out in Appendix "B". Reference to the Mandatory Referral will be restricted to:
 - (a) The employee has been made a Mandatory Referral and will comply with the recommendations of the Program Counsellor,
 - (b) Signing the Employment Contract demonstrates the employee's commitment to accepting help;

- (c) The employee's consent to the release of information indicating whether there has been substantial compliance with the recommendations of the Program Counsellor,
 - (d) Recommending to the employee the family doctor should be advised of the Employment Contract and the Mandatory Referral.
5. All conditions of the Employment Contract will be reviewed with the employee.
 6. Once the Employment Contract is signed, both management and the **Union** will advise the Program Co-ordinators the employee has been made a Mandatory Referral.
 7. Where the employee accepts the offer of a Mandatory Referral, there will be reviews of the Employment Contract conducted by the General **Supervisor** and/or Labour **Relations Department at regular three (3)** month intervals, as set out in the Employment Contract. At each review, the management EFAP Co-ordinator will be required to advise management whether there has been substantial compliance with the recommendations of the Program Counsellor.
 8. In the event the Program Counsellor indicates there has not been substantial compliance with the recommended treatment program, there will be a full investigation into the situation prior to any management decision regarding the noncompliance.

Appendix "A" (continued)

9. Any new alleged incident deserving of discipline, or alleged breach of the Employment Contract shall be treated as a new incident. Both parties retain their full rights to address their obligations and responsibilities.

10. Both Parties recognize unforeseen circumstances may arise which require special consideration in developing methods offering help to employees with complex or serious personal problems. Both Parties agree to take the circumstances into consideration in developing responses to individual situations.

APPENDIX "B"

Employment Contract

Between:

Alcan Smelters and Chemicals Ltd.

and

Canadian Automobile Workers, Local 2301

and

(Employee Name & Serial Number)

Concerning the matter of

(Employee Name). (Employee Serial Number)

1. On this occasion, management agrees to offer the employee an Employment Contract in lieu of discharge.
2. The Union and employee agree, in lieu of discharge, to accept a suspension of days, effective the date of the incident.
3. This Employment Contract will be in effect for a period of eighteen (18) months from the effective date of this Contract.
4. The employee will participate as a Mandatory Referral in the Employee and Family Assistance Program (EFAP) and will comply with the recommendations set out by the Program Counsellor.
5. Signing this Employment Contract is a demonstration of the employee's commitment to accepting help.

Appendix "B" (continued)

6. The employee agrees to the release of information indicating whether there is substantial compliance with the recommendations of the Program Counsellor. The Program Counsellor will report on the employee's participation in the EFAP to the management Program Coordinator. The management program Coordinator will pass this information on to the General Supervisor or Labour Relations Department upon request.
7. The employee agrees to report for work on each day of scheduled shift on time, in a fit and reliable condition, and the employee will not leave the shift until the designated stopping time.
8. The employee understands **any** absence must be substantiated to the complete satisfaction of management.
9. The Employment Contract is a binding document, and failure to live up to the terms of the Contract, or any incident deserving of discipline, will result in further discipline, up to and including discharge.
10. **Signatures on this Employment Contract constitute a resolve to the incident in question and an understanding and acceptance of the terms within this Employment Contract.**

Article 40 - Registered Retirement Savings Plan

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Article 40

Section 1 -Introduction

The C.A.W. Local 2301 Group RRSP (the "Plan") was established effective December 1, 1996 for all regular hourly employees and temporary employees who have attained company seniority (C.S.) status (together referred to as "union employees"), as a result of a collective agreement between the Company and the Union. The Plan is intended to provide a tax sheltered arrangement whereby the Union employees can make contributions to augment their retirement income

section 1 - Introduction. continued

The Company is required to pay, administrative fees for administering the Plan but is not required to make contributions to the Plan. **Employees may elect to make voluntary contributions in accordance with the Plan.**

Article 40

Section 2 - Definitions

In this Plan, the following words shall have the meanings below, unless a different meaning is specifically required by the context. **In this Plan, reference to the male gender will include the female gender unless the context requires otherwise, and words importing the singular number include the plural number and vice versa.**

- 2.01 "Accounts" means a retirement savings or a non-sheltered savings account established by the funding agent for a member or a member's spouse under the terms of the Plan and, where required, registered under the applicable income tax provisions.**
- 2.02 "Beneficiary" means such beneficiary as may be designated from time to time by the Member, on a form made available by the Funding Agent for such purpose, to receive the value of the Accounts in the event of the Member's death. Where a Member has elected to establish a Spousal Account, the beneficiary for that Account shall be as designated by the Member's Spouse.**
- 2.03 "Collective Agreement" means the collective agreement between the Company and the Union, dated 24 July 1996, and any subsequent agreements which refer to this Plan.**

section 2 - Definitions. continued

- 2.04 "Company" means Alcan Smelters and Chemicals Limited or its successor.
- 2.05 "Earned Income" means the definition in Section 146(1)(c) of the Income Tax Act.
- 2.06 "Earnings" means an Employee% Earned income paid by the Company from its regular payroll
- 2.07 "Effective Date" means December 1, 1996.
- 2.08 "Employee" means an employee of Alcan Smelters and Chemicals Limited who is represented by the Union.
- 2.09 "Fund" means an investment fund established under the terms of the Funding Agreement which money is invested in one or more assets intended to yield a targeted return as stated in the Fund's investment policy while assuming certain risks
- 2.10 "Funding Agreement" means any agreement or agreement now or hereafter executed between the Company and the Funding Agent for the purposes of this Plan.
- 2.11 "Funding Agent" means an insurance company authorized to carry on a life insurance business in Canada, or a trust company acting under the agreement or agreement established in Canada, or a trust company under the agreement or agreement established for the purposes of this Plan, and includes any combination or successor thereof appointed by the Company and the Union to bold. administer and invest the Fund

Section 2 – Definitions, continued

- 2.12 "Income Tax Act" means the *Income Tax Act* of Canada and the regulation thereunder as amended from time to time.
- 2.13 "Investment Income" means all interest income, dividends, realized and unrealized capital gains and losses, and other investment income earned by a fund.
- 2.14 "Representatives" means representatives as agreed to between the Union and the Company.
- 2.15 "Maximum Permissible Contributions" of a Member means the maximum amount of contributions to the Plan deductible by a Member in the taxation year in accordance with the *Income Tax Act*, as estimated in accordance with Section 4.03.
- 2.16 "Member" means any Employee who has become a member of the Plan as provided in Section 3, and who has not terminated employment with the Company.
- 2.17 "Non-Registered Account" means the account to which contribution in excess of 3 Member's Maximum Permissible Contributions for a Plan Year are directed.
- 2.18 "Pension Plan" means the Alcan Pension Plan (Canada), or any other Company pension plan of which a Member is a member.
- 2.19 "Plan" means the CAW. 1 2301 Group RRSP as registered with Revenue Canada and as amended from time to time.
- 2.20 "Plan Year" means the payroll year.

Section 2- Definitions Continued

- 2.21 "RRSP" means a retirement savings plan accepted for registration under the Income Tax Act.
- 2.22 "RRSP" Account means the account to which Member contributions which are not in excess of the Member's Maximum Permissible Contributions are directed, together with Investment income earned thereon.
- 2.23 "Service" means an Employee's uninterrupted period of employment with the Company since their last date of hire.
- 2.24 "Spousal Account" means the account that a Member has elected to establish as a spousal account (Income Tax AU refers to "spousal RRSP or "spousal plan") pursuant to Section 5.02 within the meaning of the *Income Tax Act*.
- 2.25 "Union" means the Canadian Auto Works Union Local 2301.

Article 40

section 3 - Eligibility and Membership

3.01 Employees on the Effective Date 24 July 1996

An Employee who was a regular employee or a temporary employee who had regular or company seniority (C.S.) becomes a Member of this Plan on that date.

Section 3 - Eligibility and Membership continued

3.52 Employees Hired after 24 July 1996

Any other Union Employee is eligible to become a Member on the first day of any month after commencing employment with the Company, upon completing the enrolment form.

A Temporary Employee hired after the effective date is eligible to become a member on the first day of the month after attaining company seniority (CS) and upon completing the enrolment form.

3.53 Membership

An Employee shall become a Member after completing the enrolment form which will

- (1) authorise the Company to make regular payroll deductions in accordance with Section 4;**
- (2) state the investment election of the Member under Section 5;**
- (3) name the elected Beneficiaries of the Member; and**
- (4) provide such other information as required by the Company or Funding Agent from time to time for the administration of the plan.**

Article 40
Section 4 -Contributions

4.01 Member Contributions

A member may elect to contribute up to 15% of their eligible earnings. A Member may change the contribution rate at any time with suitable notification to the Company.

Contributions during any Plan Year, up to that year's Maximum Permissible Contribution amount, that are deducted from the member's pay, will be exempt from income tax at source

4.02 Company Contributions

The Company is not required to make any contributions to the Plan.

4.02 Allocation of Contributions

By the end of February of each Plan Year, the Company will estimate a Member's Maximum Permissible Contribution A Member's Maximum Permissible Contributions for each Plan Year is estimated to equal 18% of Earnings of the prior year minus the Member's pension adjustment or as required by the Income Tax Act. Member contributions in the Plan Year will be allocated to the member's RRSP Account until the estimated maximum Permissible Contributions limit is reached. During the remainder of that Plan Year, contributions will be allocated to the Member's Non-Registered Account

Section 4 – Contributions, continued

Members are responsible to ensure the Member's Maximum Permissible Contributions is not more than the amount of RRSP room shown on their latest Notice of Assessment from Revenue Canada. Members may reduce the Member's Maximum Permissible Contributions down to \$2,000 at any time. However, to reduce it below \$2,000 or to increase it, the member must provide the payroll department of the Company a copy of their latest Notice of Assessment from Revenue Canada justifying the requested change. The Member's Maximum Permissible Contributions will be printed on the Member's payroll direct deposit notice each pay.

4.04 Registered Transfers

Membership or member's spouses may transfer assets from another personal RRSP account into their Registered Account under this Plan subject to any conditions or restraints imposed by the Funding Agent.

Article 40

Section 5 – Accounts and Investments

5.01 Accounts

Accounts shall be established under the Plan as follows:

- (1) an RRSP Account to receive Member contributions which are not in excess of the Member's Maximum Permissible Contributions as estimated in accordance with Section 4.03, plus any transfers from another RSP account of the Member, and

Section 5 - Accounts and Investments, continued

(2) a Non-Registered Account to receive Member contributions which are in excess of the Member's Maximum Permissible Contributions, as estimated in accordance with Section 4.03; and if the Member elects a Spousal Account shall be opened to receive any contributions, as permitted under the income Tax Act, which the Member elects to be allocated to the Spousal Account.

5.02 Investments

The Member shall direct the Funding Agent to allocate contributions to the Member's Accounts in multiples of 1% for one or more of the investment funds that may be offered from time to time by the Funding Agent for the purposes of the Plan. Changes of investment instructions shall be made in accordance with procedures and notice periods established by the Funding Agent with whom the Member shall deal directly on all investment matters

If the Member has elected to have a Spousal Account then the Member's Spouse shall direct the Funding Agent as to the investments and changes thereto under the Spousal Account.

5.03 Direction of investments

The Company and the Union shall agree with the Funding Agent which of a variety of investment funds shall be made available for purposes of the Plan from time to time by the Funding Agent. In agreeing that a particular investment fund may be made available, neither the Company nor the Union in any manner

Section 5 – Accounts and Investments, continued

endorses the use of the fund for any individual Plan Member nor accepts any responsibility for the investment performance of any of the investment funds.

5.04 Foreign Investment Limits i

If, from time to time, the investment funds offered include foreign investments as defined by the *Income Tax Act*, the Member is responsible for ensuring that any investment selected in foreign funds does not exceed the limits under the *Income Tax Act*. The Company accepts no responsibility for the payment of any penalty tax imposed under the *Income Tax Act*, should a Member's investments exceed the limits

5.05 Limit on Guaranteed Investment Funds

A balance in excess of \$60,000* in a guaranteed fund of a Member's or the Spousal RRSP account is prohibited. A similar limit applies to any guaranteed fund in the Member's non-sheltered account.

The Company may suspend or terminate a member's participation in the Plan if the member fails to adhere to this limit.

Article 40

Section 6 - Payment from the Fund

6.01 Retirement or Termination of Employment

A member who retires or terminates employment with the Company other than by death shall terminate their plan membership within 90 days of the effective date of said retirement or termination. The member is entitled to:

- (1) receive in a lump sum the balance of their Non-Registered Account as determined at the later of the date of receipt of notice of retirement or termination by the Funding Agent, and the effective date of the termination of employment: and
- (2) receive in a lump sum the balance of their RRSP Account, less applicable taxes, purchase an annuity, or transfer the balance to an individual registered retirement savings plan or to a registered retirement income fund, or any other plan registered under the Income Tax Act.

6.02 Death

If a member dies while still in the employ of the Company, the Member's Beneficiary will be paid the total value of the Member's RRSP and Non-Registered Account as determined on the date that notice of death is received by the Funding Agent. If the Beneficiary is the Member's Spouse, the Spouse will have the option:

- (1) to receive the value of the RRSP Account in cash, less applicable taxes:

or

Section 6 - Payment from the Fund, continued

- (2) to transfer the value of the RRSP Account to an individual registered retirement savings plan or registered retirement income fund, or any other plan registered under the Income Tax Act.

6.02 Spousal Account

The Spouse of a Member who retires, dies, or terminates employment with the Company for whom the Member has elected to establish a Spousal Account shall, at the same date, have the same options with respect to the Spousal Account as are provided in accordance with Section 6.01 or 6.02.

6.04 Withdrawals

A Member, at any time, permitted to make withdrawals from their RRSP Account or Non-Registered Account. The Spouse of a Member who has established a Spousal Account may, at any time make withdrawals. Withdrawals are subject to the income Tax Act rules for the taxation of spousal registered retirement savings plan. Generally, if the spouse withdraws any contributions made by the employee Member during the current and preceding two calendar years, the withdrawal will be taxable to the Employee rather than to the Spouse.

7.01 Change in Funding Agent

The Company may, with the agreement of the Union, change either the Funding Agent or Investment Manager, or both, from time to time as appropriate.

7.02 Payment of Expenses

The administrative fees charged for administering the Plan will be paid by the Company.

Investment Management fees will be deducted from the Member's Accounts in accordance with the type of investment elected.

Any fee that may be charged by the Funding Agent for issuing cheques will be paid by the Company to a maximum of three (3) cheques per calendar year. Any fee that may be charged by the Funding Agent for transfer charges, for changing investments, or transferring account balances to another registered retirement fund or registered retirement income fund at the direction of a Member, shall be paid by the Member.

7.02 Source of Payment

Benefits under the Plan shall be payable only out of the Fund and the Company shall not have any legal obligation, responsibility or liability to make any direct payment of benefits under the Plan. Neither the Plan nor the Funding Agent guarantee the Fund against any loss or depreciation, or guarantee the payment of any benefit hereunder. No person shall have any rights under the

Section 7 -Fund. continued

Plan with respect to the Fund, or against the Funding Agent or Company, except as specifically provided for herein.

7.04 Responsibility for Administration

The Company shall be responsible for the administration of the Plan and Fund and may delegate such matters as it deems appropriate to be performed by one or more agents including the Funding Agent. The Company has delegated to the Company Representative and the Union Representative the power to decide conclusively on all matters relating to the operation, interpretation and application of the Plan administration rules, and has authorized the Funding Agent to act on written instructions received from the Company Representative and the Union Representative.

7.05 Limitation of Liability

The Company shall use ordinary care and diligence in the performance of its responsibilities, but no Employee, director or officer of the Company shall be liable for any loss or damage or depreciation which may result in connection with the execution of their duties or the exercise of their discretion or from any other set or omission hereunder, except when due to their own willful m&conduct.

7.06 Procedures and Notice Periods

The Funding Agent, with the consent of the Joint Representatives, may establish procedures, forms and required notice periods in order to ensure the smooth and accurate operation of the Plan.

8.01 Amendment

By negotiation between the Company and the Union, this Plan and all legal and trust documents that established it may be amended, from time to time, provided such amendments are approved by income tax authorities. It may be amended retroactively, if deemed necessary or appropriate, to conform with governmental regulations and to modify or amend in whole or in part any and all the provisions of the Plan; provided that no such amendment shall increase the duties or responsibilities of the Funding Agent without its consent thereto in writing. Except as may be required to conform with governmental regulations, no such amendment shall adversely affect the acquired rights of any Member under this Plan at the date of amendment.

8.02 Termination of Plan

By negotiation with the Union, the Funding Agreement and the trust thereunder may be terminated and Plan contributions thereto discontinued. In the event of such agreed termination of the Plan or complete discontinuance of contributions, the Member's and Spousal RRSP Accounts may be transferred to individual RRSP's for the Member or Spouse, permitted under income tax rules

The balance in the Member's Non-Registered Account shall be returned to the Member in cash.

Article 40
Section 9 - General Provisions

9.01 Non-Alienability of Benefits

Except as applicable law may otherwise require, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void, except as specifically provided in the plan.

9.02 No Right to Employment

Nothing herein contained nor any action taken under the provisions hereof shall be construed as giving any Employee the right to be retained in the employ of the company.

9.03 Construction

The Plan shall be construed, regulated and administered in accordance with the laws of the Province of British Columbia

40-LU-#1 3 Year Early Retirement Program

LETTERS
OF
UNDERSTANDING

LETTER OF UNDERSTANDING

28-LU-#1

**Retiree's Medical Services Plan Premium
And Life Insurance Option**

ENTERED INTO THIS 26th day of July, 1996.

The Company agrees to subsidize the cost of retiree's Medical Services Plan premium. The subsidy will begin with the month of official early retirement and end with the month in which the retiree reaches age 65. Beginning 01 August **1999** and ending 31 July 2002, the monthly subsidy will be as follow:

Single	\$36.00
Couple	\$64.00
Family	\$72.00

Should a single retiree die prior to reaching age 65, the subsidy will end at that time. Should a **retiree die, leaving** a spouse or qualifying dependent, the subsidy will end 12 months following the end of the month in which death occurred.

Should the Provincial Government reduce or eliminate the M.S.P. premium, the subsidy will change in the same manner. This subsidy is taxable.

OR

28-LU-#1 (continued)

Choice of 1/2 unit of life insurance or Equivalent Cash Subsidy for Lifetime

1. Current retirees: with MSP subsidy to age 65: offer to convert 1/2 unit to lifetime subsidy

(a) This is a one time option and they must notify the Company of their choice within one month of notification.

2. Current retirees: with no MSP subsidy (over 65): offer to convert 1/2 unit to lifetime subsidy

3. Future retirees: until 31-7-2002, option to

(a) have 1/2 unit life insurance lifetime and MSP subsidy to age 65 or,

(b) choice of 1/2 unit lifetime or equivalent cash subsidy for lifetime

(c) after 31-7-2002, if L/U not renewed, then (b) only applies

The Company will pay the monthly amount to the retiree by direct deposit. In either case should the premium exceed the subsidy, the retiree will be responsible to the MSP. for the outstanding balance of the monthly premium. This subsidy is taxable.

LETTER OF UNDERSTANDING

33-LU-#1

Communication of Benefit Plans

ENTERED INTO THIS 13th day of May, 1985.

This is to record the Company's intent with regard to the communication of information concerning employee benefits

The Company intends to inform all hourly employees on a regular basis of benefits and procedures to follow on the following benefit plans:

Medical Services Plan of B.C.
Extended Health Benefits Plan
Medical Travel Benefits Plan
Dental Plan
Disability Indemnity Plan
Long Term Disability Plan

It is the Company's plan to communicate via appropriate means such as letters, crew meetings, Ingot, probationary reports, induction programs etc.

Both management and the Union have important roles in the publicizing of benefit plans jointly agreed upon and available to hourly employees. In cooperation with **Alcan's representatives (SunLife)**, Alcan will provide comprehensive benefit booklets for all elected union representatives.

The cover of **Volume II** will carry both Company and Union logos
The preamble to **Volume II** will reflect **that** the contents of
Volume II were negotiated (except where noted otherwise)
between the Union and Management. Management and the Union
will jointly **share the cost of printing of Volume II.**

LETTER OF UNDERSTANDING

37-LU#1

Employee Claiming WCB and Applying for DIP Benefits

ENTERED INTO THIS 30th day of July, 1990.

The purpose of this Letter of Understanding is to record agreed upon matters relating to an employee who is awaiting a claim that has been submitted to the Workers Compensation Board.

Management recognizes that on occasion an employee who has submitted a claim to the Workers' compensation Board may experience a delay before a decision is rendered to accept or reject the claim.

With supporting medical certification, an employee who is disabled to the point where they are unable to perform their regular job or meaningful alternate job if available, and who has been unable to work for fourteen (14) calendar days or more, may apply for an advance on their W.C.B. or D.I.P. benefits. The advance will equal the amount payable under Article 23.03 (F) of the current Collective Labour Agreement. This amount will be payable weekly or prorated for a partial week depending upon the employee's regular shift schedule. The initial advance will be paid at the end of the first week following the fourteen (14) day waiting period.

The Union agrees that employees will reimburse the Company for DIP received if WCB is paid for the same period.

LETTER OF UNDERSTANDING

40-LU-#1

3 Year Early Retirement Program

ENTERED INTO THIS 1st day of August, 1999.

Alcan will pay, or cause to be paid, to a member of Local 2301 who retires during the term of the Collective Agreement at or after the age of 55 with at least 30 years of pensionable service, a minimum lifetime pension of **\$20,000** per annum (**\$1,666.67** per month), plus \$2.00 for each month that retirement date exceeds 1-8-2000.

This minimum guarantee is in addition to any bridge benefit the member may be entitled to. In the event the member chooses to have a percentage of this pension to continue to the member's spouse, the same adjustment as the one used on the basic pension will apply.

LTD Beneficiaries will have the option to retire under this formula upon reaching the eligibility conditions.

Alcan will pay, or cause to be paid, to a member of local 2301 who retires during the term of the Collective Agreement a one-time payment of **\$10,000.00**.

\$10,000.00 Lump Sum Payment – will be made

1. Available to EARLY retirees prior to age 63.
2. Cut off is age 63.
3. LTD employees are included as long as they retire prior to age 63.
4. For current employees age 63 or older as of 24 July 1999.

40-LU-#1 (continued)

- (a) lump sum available as long as **these** employees retire prior to **1 February 2000**. The **Company** will contact employees **and LTD employees who would normally work or remain on LTD to age 65 – to advise them that they are eligible for the \$10,000** as long as they retire **before 1 February 2000**.

Note: A retiree is someone who qualifies for either an APP or CPP pension during the term of the new Collective Labour Agreement

LETTERS
OF
INTENT

LETTER OF INTENT

33-LI-# 1 - AMPRE

July 26, 1999

Mr. Rick Belmont
Canadian Auto Workers Local 2301
235 Enterprise Avenue
Kitimat, B. C. V8C 2C5

Bear Mr. Belmont:

The Company agrees to provide retirees who are members of the Alcan Medical Plan for Retired Employees (AMPRE) and who are residents of the Pacific Northwest of British Columbia, one additional "medical travel" trip within the definition of eligibility in the Medical Travel Benefits Supplement of AMPRE. The cost of the additional trip may impact the required monthly premium.

Yours truly,

Michael Schuster
Superintendent - Human Resources

LETTER OF INTENT

37-LI-#1 - E.I. Premium Reduction

19 July 1985
Re-affirmed: 01 Sept 1988
Re-affirmed: 30 July 1990
Re-affirmed: 30 July 1993
Re-affirmed: 26 July 1996
Re-affirmed: 27 July 1999

Mr. L. Kozoris
Alcan Smelters and Chemicals Ltd
P.O. Box 1800
Kitimat, B.C.
V8C 2H2

Dear Mr. Kozoris:

This is to outline the Union's intent with regard to the employees' share of the E.I. premium reduction. Any premium reduction will be utilized to offset the cost, to the Company, of the Long Term Disability Plan available to the employees.

Yours truly,

R. Belmont, President
Canadian Automobile Workers
Local 2301

LETTER OF INTENT

37-LI-#2 - Reconsideration of D.I.P. Applications

01 Sept 1988
Re-affirmed: 30 July 1990
Re-affirmed: 30 July 1993
Re-affirmed: 26 July 1996

Mr. R. Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

This letter sets out the Company's intent respecting the administration of D.I.P. claims in accordance with Article 37 of the Collective Labour Agreement

The Company will judge all applications for D.I.P. on their own merit.

- (a) Where the required documentation for a claim is provided, but the time limits for visiting a physician or applying for D.I.P. as specified in **Article 37** have not been met, the Company's occupational Health Department will review the case with the individual's department head before ruling on eligibility of the claim.

Yours truly,

M.J. Schuster
Superintendent, Labour Relations

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