

COLLECTIVE AGREEMENT
between
ALCAN INC.
Kingston Works
and
UNITED STEELWORKERS
OF AMERICA
LOCAL UNION 343

May 18th, 2003 - May 17th, 2006

RECEIVED
APR 20 2004

01593(07)

CONTENTS

I	Purpose.	7
II	Recognition	8
III	Management Rights	9
IV	General Conditions.	9
V	Seniority, Computation of Service, Approved Absence and Lay-off.	10
VI	Progression, Promotions & Transfers.	16
VII	Vacations and Paid Holidays	22
VIII	Termination of Employment	30
IX	Working Conditions.	32
X	Salaries	34
XI	Shift Premium	36
XII	Overtime	37
XIII	Bulletin Boards	41
XIV	Union Committees	41
XV	Grievance Procedure	43
XVI	Health and Safety and Working Environment.	47
XVII	Medical Insurance	49
XVIII	Union Security.	51
XIX	Termination of Agreement.	52
Appendix I	Wage Rates	54
Appendix II	Authorization of Check-Off.	57
Appendix III	Salary Operation	58
Appendix IV	Cost-of-Living Allowance	59
Appendix V	Overtime Assignment.	61
Appendix VI	Students.	63
Appendix VII	12-Hour Continuous Shift Schedule.	66
Appendix VIII	Letters of Understanding.	67

INDEX

SUBJECT	SECTION	PAGE
Approved Absence	5.08,8.05	15,31
Banked Holiday Time	7.13	30
Bereavement Pay	Appendix III	58
Bulletin Boards	13.01	41
Computation of Seniority	5.02(a)(b)	10
Continuous Operation	9.05, Appendix V	33,61
Cost-of-Living Allowance	Appendix IV	59
Departmental Transfers and Recalls	5.05,6.04	13,19
Dirty Work	10.05	36
Discrimination	4.03	9
Discussion of Matters Affecting Employees	2.02	8
Drugs, Alcohol and Theft	4.07	10
EDO's	7.13, 10.01(b), 12.02(6), Appendix V, VI, VIII	30,34,38 61,63,67
Employee Assistance Program	16.03	49
Extension of Probationary Period	5.02(g)	11
Grievance Procedure	15.01 to 15.06	43-46
Handicapped Employees	16.02	48
Health & Safety	16.01	47
Hours of Work	9.04	33
Injury on the Job	Appendix III	58
Irregular Shift Changes	12.03	38
Job Postings	6.02	17
Jury Duty	Appendix III	58
Leave of Absence	5.08	15
Letters of Discipline	4.05	10
Letters of Understanding	Appendix VIII	67
Lines of Progression	6.01	16
Lunch and Rest Periods	9.03	32
Maintenance of Rates	10.03(c)	35

Management Rights	3.01	9
Meal Allowance	12.09	40
Medical Insurance	17.01	49
Mutual Shift Exchanges	12.05	39
New Classifications	10.02	34
Notification in Case of Lay-off	5.04	12
Overtime and Overtime Compensation	12.01, 12.02, 12.04, 12.06, 12.07, 12.08, Appendix V	37-40, 61
Paid Holiday Allowance	7.10, 7.12	29, 30
Paid Holidays	7.08, 7.09, 7.11	28, 29
Permanent Promotions, Demotions and Transfers – Compensations	10.03	35
Promotions and Demotions	6.03	18
Purpose	1.01	7
Recalls	5.05	13
Recognition	2.01	8
Reduction in Forces	5.03, 6.04(1)	12, 19
Refusal to Work	16.01(e)	48
Regular Employees	5.01	10
Rehiring	5.02(e), 5.07	11, 14
Retirement	8.02	30
Returning to the Bargaining Unit	5.02(c)	11
Safety Committee	16.01(b)	47
Safety Equipment	16.01(d)	47
Salaries	10.01, Appendix I	34, 54
Seniority Lists	5.06	14
Service Record Review	4.04	9
Service With Other Alcan Plants	5.02(d)	11
Shift Premium	11.01	36
Shift Schedule	Appendix VII	66
Smoking	16.04	49
Special Circumstances	4.01	9
Steelworkers Savings Plan - Group RRSP	17.03	50
Strike and Lockouts	4.02	9

Students	5.03(a), Appendix VI	12,63
Supplementary Unemployment		
Benefits	5.04(b)	12
Temporary Assignments Outside of		
Bargaining Unit	6.07.	21
Temporary Employee in		
Lay-Off Situation	5.03(a)(b)	12
Temporary Promotions or		
Transfers	6.06.	21
Temporary Straight Day		
Positions	6.06(c).	21
Temporary Substitution	6.05.	20
Temporary Transfers –		
Compensation	10.04.	36
Termination of Agreement	19.01,19.02	52
Termination of Employment	8.01,8.03,8.04	30,31
Union Check-Off	18.01,18.03, Appendix II	51,52,57
Union Committees	14.01 to 14.05.	41-43
Union Dues	18.02.	51
Union Representation	4.06.	10
Vacations and Vacation		
Compensation	7.01 to 7.07.	22-26
Work on Sunday	9.02.	32
Work Week	9.01	32

PREFACE

At Kingston Works both parties to this Agreement have attempted to build an approach to the operation of the plant that is different from the traditional approach for large industrial organizations.

This approach is based on the belief that conscientious employees, properly informed, carrying out their duties in an intelligent manner, are the best assurance of an effective operation. Such an operation, built on internal support by its own people, can best fill the needs of our customers and the shareholders.

Thus, both parties to this Agreement have worked together to set up plant procedures which reflect these convictions and which give freedom to employees to discharge their responsibilities without unnecessary restrictions.

This approach, and the response of employees to it, made it possible some years ago to eliminate time clocks. Later on, the traditional hourly pay system was discontinued and since that date all employees at Kingston Works have been paid on a salaried basis. More recently, mutual cooperation has resulted in both parties recognizing that employee involvement enhances our vested interest in Kingston Works and provides an environment for continuous improvement.

Both parties take pride in the progress that has already been made in developing an improved working climate which benefits both the employee and the company. We intend to continue our efforts that combine opportunity and challenge for the individual while moving toward our objectives of excellence and preferred supplier status.

COLLECTIVE AGREEMENT entered into at Kingston on the 18th of May 2003.

BETWEEN

**ALCAN INC.,
Kingston Works,**
hereinafter called the “**Company**”,
OF THE FIRST PART.

-and-

**UNITED STEELWORKERS OF AMERICA,
LOCAL UNION 343,**
hereafter called the “**Union**”
OF THE SECOND PART

SECTION I - PURPOSE

1.01

The general purpose of the Agreement is to record orderly collective bargaining relations between the Company and its employees represented by the Union, to secure prompt and equitable disposition of grievances, and to maintain mutually satisfactory hours, salaries and working conditions based upon a salary program designed to maintain the employee’s income subject to the terms and conditions of this agreement. (Refer to Appendix III.) The various sections and clauses of this Agreement and ~~the~~ Appendices shall therefore be read and construed together. Where the masculine gender is used, it shall mean and include the feminine gender where the context so applies.

1.02

Both parties to this Collective Agreement acknowledge that this Agreement **is** subject to any applicable legislation of Canada or of Ontario and shall from time to time be deemed to be amended or modified to give effect to any such legislation.

SECTION II • RECOGNITION

2.01

The Company recognizes the Union as certified by order of the Ontario Labour Relations Board, dated the 4th day of April 1945, as the sole collective bargaining agent for **all** the Company's employees of the Kingston Works, save and except Security Officers, employees of the Maintenance Departments, the Machine Shop, Instrumentation, Boiler and Compressor Room and Heating Departments or those engaged in a confidential capacity.

2.02

The Company is willing to discuss all matters affecting the said employees with the Union. The Union is also willing to discuss with the Company all such matters.

2.03

The Company recognizes the right of any employee to request a hearing with any one (1) of its officers, up to and including the Site Manager.

2.04

The Company and the Union desire to maintain a harmonious relationship between the Company and its employees, as outlined in the Preface to this Collective Agreement. With this in mind both parties agree that it is beneficial to familiarize new employees with the expectations of both the Company and the Union. Accordingly, the orientation programme for new employees hired under the terms of the Collective Agreement will include a session conducted by the Personnel Manager or his nominee with the Union President or his nominee participating, designed *to* further this objective.

SECTION III - MANAGEMENT RIGHTS

3.01

Subject only to any specific provision contained herein, the Company is not in any way limited in the exercise of all the rights, powers, authority and regular and customary functions of Management, and without limiting the generality of the foregoing these rights shall include the right to introduce technical improvements and methods of operations; the right to engage, promote, demote, transfer and lay off employees; and the right to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

SECTION IV - GENERAL CONDITIONS

4.01 Special Circumstances

If in any department circumstances arise relevant to working conditions, but for which no express provision is made herein, work shall proceed under conditions specified by the Company pending consideration of the question by the parties hereto.

4.02 Strike and Lockouts

For the duration of this agreement there shall be no strike, stoppage of work, picketing, boycott, or willful interference with production, transportation or distribution, by the Union or its members and no lockout by the Company.

4.03 No Discrimination

Neither the Company nor the Union will discriminate against any employee by reason of race, colour, creed, nationality, age, sex, religious or political beliefs, or union affiliation, or non-union affiliation or Union activities.

4.04 Service Record and Disciplinary Summary

Upon request, the Company will review with an employee his service record, disciplinary summary and attendance record.

4.05 Letters of Discipline

The Company agrees to advise the Union President in writing of any employee within the bargaining unit who is disciplined by letter stating the nature of the letter and the employee's department. Employees shall be informed of all verbal warnings that are to be included on their personal files and will be required to acknowledge receipt of such verbal warnings by signing a Memorandum to File.

4.06 Union Representation

An employee may request to meet with and have in attendance a Union representative to act solely as a witness at any meeting with a member of Management wherein he is to be given formal discipline.

4.07 Drugs, Alcohol and Theft

The Company reserves the right to conduct random or general inspections of lockers, lunch pails or packages that are deemed appropriate to uncover illegal drugs, alcohol or theft.

SECTION V • SENIORITY, COMPUTATION OF SERVICE, APPROVED ABSENCE AND LAY-OFF

5.01 Definition

A regular employee's plant seniority shall be equal to his continuous service with the Company and shall not be broken by any approved absence. A regular employee is one who has completed his probationary period within the bargaining unit.

5.02 Computation of Seniority

(a) The provisions of this section of the Agreement shall not apply to a new employee who has less than ninety (90) calendar days seniority. However, employees with less than ninety (90) days seniority shall be subject to recall in accordance with the provisions of Clause 5.05(a).

(b) Seniority shall be the elapsed time from the date of employment. or if there has been a break in service, from the date of re-employment.

(c) Employees transferred **out** of the bargaining unit prior to May 1983 will maintain all seniority accumulated up to that date while employed at Kingston **Works**. Employees transferred out of the bargaining unit during **or** after May 1983 will maintain the seniority held up to the date of such transfer while employed at Kingston **Works**. Upon return **to** the bargaining unit, said employees will return to the lowest classification in the department which appears to be most suitable to their experience and ability providing a vacancy exists and the vacancy is not for a posted job. An employee with seniority rights under the above conditions may not exercise these rights while regular employees in the bargaining unit are on lay-off.

After 18 May 1970 the terms of this clause will apply only to those employees transferred out of the bargaining unit and remaining in a production department.

(d) An employee's continuous service with other plants of Alcan Rolled Products Company including predecessor and/or affiliated companies will be included in seniority records upon transfer to Kingston **Works** for vacation, pension and fringe benefits only.

(e) Lay-off in excess of thirty **(30)** months (thirty-six **(36)** months in the case of an employee with twenty **(20)** **or** more years of seniority at time of lay-off), resignation, termination under Section VIII or Clause 5.05 (c), quitting, discharge (subject to Clause 15.05), and retirement shall terminate an employee's seniority and employment. If the employee is rehired he shall be rehired as a new employee and his seniority shall date from the time of rehiring.

(9) The method of computing seniority given above shall be used only for the purpose of Section V and VI of the Agreement.

(g) In special circumstances, it is agreed the Company may request an extension of the probationary period **for** an additional forty-five **(45)** days. It is understood that this extension can terminate at any time during this extension.

5.03 Reduction of Forces

(a) Whenever a reduction in forces becomes necessary, any student vacation replacement shall be laid off first without reference to their length of service. When **all** students have been laid off, any further reduction in forces within a department or within the plant, shall be accomplished by transferring or laying off employees in their inverse order of plant seniority.

(b) Notwithstanding the provisions of Clauses 5.03 (a) or 6.04 (1), in the event of a reduction in forces, an employee may be retained in a particular job regardless of his seniority, where there is no other available employee with greater seniority who is qualified to perform the job.

5.04 Notification in Case of Lay-Off

(a) Whenever employees are to be laid off, the employees concerned will be notified at least five (5) working days before the lay-off or paid five (5) days pay in lieu of notice. The Union President will be notified prior to any lay-off.

(b) Supplementary Unemployment Benefits

(1) Supplementary Unemployment Benefits of \$25.00 per week shall be paid for twenty-six (26) weeks during any period of fifty-two (52) weeks to an employee having more than one (1) year of service, and who is laid off on account of a reduction of forces.

(2) Supplementary Unemployment Benefits shall not be paid:

(a) For any period of time the employee is not eligible for and does not receive Unemployment Insurance Benefits.

(b) If the employee has refused a recall back to work.

(3) Employees will not be eligible for S.U.B. during a strike, slow-down, stoppage of work, or other labour disputes by any employees in the bargaining units of Kingston Works.

(4) Supplementary Unemployment Benefits will be paid by the Company from current revenues. Employees will not have a vested interest in Supplementary Unemployment Benefits except to receive payment as described above. The Company will inform the Human Resources Development of Canada of any changes in the plan within thirty (30) days of the effective date of the change.

(5) The combined weekly payment received from the plan and the weekly rate of unemployment insurance benefits will not exceed, at any time, 95% of the employee's weekly earnings.

(6) On termination of the plan, all remaining assets revert to the employer or be used for payments under the plan or for administrative costs of the plan.

(7) Payments in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

5.05 Recalls

(a) The last employee laid off shall be the first to be recalled. When an employee is recalled from lay-off to a department, he will have no recall rights to his former department. However, such employee shall have the right to request a transfer to his former department. Such request shall be granted if a vacancy occurs within one (1) year from the date of the employee's return to work and provided the employee has accumulated ninety (90) calendar days seniority in his former department. Employees transferred to their former department shall have further recall rights in accordance with Clause 6.04(3). Requests for such transfer must be made to his foreman within twenty (20) working days of the employee's return from lay-off.

(b) When an employee is recalled from lay-off, he shall report within five (5) working days of notification of recall by the Company. The five (5) working day period shall exclude Saturdays, Sundays and holidays. Notification of recall shall be made by telephone. If the Company is unable to contact the employee by tele-

phone, written notification shall be sent to his last known address by registered mail.

(c) Failure to respond to recall within five (5) working days of notification by telephone or dispatch of written notification shall result in forfeiture of the employee's right to further recall and he shall be presumed to have terminated **his** employment with the Company. However, if **an** employee upon receipt of notification of recall as defined in Clause 5.05(b) informs the Company of his desire to return but has a reasonable excuse for being unable to do so within the time limits, the Company will:

(1) Grant the employee an extension of a further five (5) working days.

OR

(2) Permit the employee to forego the recall notification and become subject to a second and final recall. The employee's seniority will place him at the top of the next subsequent recall should one occur within the employee's recall period. The Union shall be informed of any decisions which result from the provisions of Clause 5.05(c).

5.06 Seniority Lists

The Company shall post seniority lists in all departments. These lists shall show the plant seniority of the employees within the department concerned and the master seniority for the bargaining unit. The Union shall be supplied with six (6) copies of these seniority lists. **All** seniority lists shall be revised on a quarterly basis. Should a reduction of forces cause demotions in a department, the Company will post a list showing the classification of each employee in the department and note the classification **to** which he has recall.

5.07 Rehiring

(a) Notwithstanding the provisions of Clause 5.02(e) for the purposes of Section **V** and **VI**, employees rehired under this clause shall

be given full credit for their seniority accumulated at the time of termination.

(b) No temporary employees will be hired while any bargaining unit employees (regular) are on lay-off and subject to recall rights.

5.08 Leave of Absence

(a) For the purposes of this Agreement approved absence shall include any lay-off not exceeding thirty (30) months (thirty-six (36) months in the case of an employee with twenty (20) or more years of seniority at the time of lay-off) (subject to the provisions of Clause 5.05, Recalls); suspension for disciplinary reasons; bona fide personal illness not exceeding twelve (12) months; unavoidable absence for reasons beyond the control of the employee, when promptly reported in writing and accepted by the Company; absence for any reason not exceeding twelve (12) months provided written approval of the Company has been obtained. The Union shall be given a copy of the approval.

(b) Employees who are unable to work because of a disability and are receiving an L.T.D., W.S.I.B. or A.P.P. Pension for that disability, will continue to maintain and accumulate plant seniority. This clause refers solely to the maintenance of seniority while disabled and is not intended to modify or extend the salary benefits that are set out in other sections of this Agreement.

(c) For the purpose of Section V and VI of this Agreement an employee with at least two (2) years seniority shall maintain and accumulate seniority for a further period of one (1) year in the event of absence due to bona fide personal illness.

(d) (1) Employees elected or appointed by the Union to attend Union conventions or conferences shall be granted approved absence for that purpose. Such approved absence shall be granted to not more than five (5) employees in different classifications at any one (1) time for a maximum period of ten (10) working days each.

(2) Should more than one employee in the same classification be elected or appointed to attend such event, then their absence will be approved subject to the operational requirements of the Company and shall not be unreasonably withheld by the Company.

(e) Approved absence shall be granted to one (1) employee for not more than two (2) years *so* that the employee may work in an official capacity for the Local or International Union. Similarly, approved absence may be granted to a second employee for the same purpose. The employees concerned must request approved absence in writing and provide written confirmation of their appointments. Extension of such approved absence for a further period of one (1) year may be granted upon written request.

(f) Approved absence for any reason may be extended beyond two (2) years by the Company under special circumstances.

(g) Approved absence shall be granted to an employee who is campaigning for election to, ~~or~~ who has been elected to the Provincial or Federal legislature to serve his first term of office provided that the employee has at least one (1) year of service with the Company. In the event the employee makes a request for a leave of absence for a second or subsequent term of office, the Company, in its discretion will make the determination as to whether or not an approved absence will be granted.

SECTION VI - PROGRESSION, POSTINGS, PROMOTIONS AND TRANSFERS

6.01 Lines of Progression

(a) In each department concerned, the Company shall post lines of progression.

(b) The Company shall advise the Union Committee and discuss any objections the Committee might express before any change is made in a line of progression. The Company also agrees to advise the Union Committee and discuss any objections before any employees

are transferring or reclassified as a result of a change in a line of progression.

(c) Changes in a line of progression shall not be made in an unjust or discriminatory manner.

(d) Further to Clause 6.01(b) and (c) above, an employee transferred or reclassified as a result of the Company changing a line of progression shall have the right to process a grievance concerning the justness and fairness of his transfer or reclassification. Such grievance shall be entered in writing at Step 2 of the Grievance Procedure. Should a satisfactory settlement not be reached such grievance may then become the subject of an arbitration case.

(e) Employees may be transferred out of a line of progression if they are unable or unwilling to accept temporary or permanent promotion throughout that line of progression subject to Clause 6.03(a). However exceptions may be given under special circumstances. In order to avoid such transfer an employee may however withdraw any letter declining promotion within his line of progression. However the most senior 75% of the employees in a job classification in a line of progression who were employed therein on 17 May 1983 and who prior to that date had declared their intention to decline any promotion within that line of progression shall be exempt from such transfer.

6.02 Job Postings

(a) (1) Vacancies for jobs within the bargaining unit, other than those specified in Clause 6.02(b), shall be posted on department and/or plant bulletin boards. Each posting shall give all pertinent information about the vacancy concerned. It shall remain in effect for fourteen (14) calendar days after the first Tuesday it appears on the bulletin boards, during which time the vacancy may be filled temporarily without regard to the seniority provisions of this contract.

(2) In the event the senior eligible employee of the department applies and is accepted, the job may be filled without waiting until the expiration of the posting.

(b) The Company shall not be required to post any jobs in a line of progression in an operation where the entry progression classification is on a three (3) or four (4) shift basis, or jobs expected to last thirty (30) working days or less. A series of employees shall not be transferred through jobs for periods lasting only thirty (30) working days or less to circumvent the posting procedures outlined below.

(c) In filling vacancies in posted jobs, the Company shall first consider and give preference to candidates from within the department concerned. If there is no qualified candidate within the department, the Company shall consider applications received from employees elsewhere in the plant. In either case, preference shall be given to the qualified employee with the greatest plant seniority.

Employees wishing to make application for a vacancy shall complete two (2) copies of a form supplied by the Company. These forms may be obtained from the employee's own Foreman. One (1) copy of the completed form shall be handed in to the Company and the other, received by the person designated in the notice, shall be retained by the employee.

The Company agrees to advise the Union President and each applicant the name of the successful applicant for each posted vacancy.

6.03 Promotions and Demotions

(a) In filling vacancies where a line of progression has been established, the Company shall consider all employees in the level immediately below that in which the vacancy has occurred. Preference will be given to the qualified employee with the greatest plant seniority who is willing to perform the job concerned except where the skills, competence, efficiency of any other employee concerned are evidently greater.

(b) (1) Notwithstanding the provisions of Clause 6.03(a) should employees within a department and where a line of progression exists be demoted as a result of a reduction in forces, it shall be accomplished by demoting the employee with the least plant seniority out of

the classification in which the reduction takes place, into the classification immediately below. These employees shall have recall rights when a temporary or permanent opening occurs within a period of one (1) year from the date of demotion whether it is to the level to which the recall is effective or to a level lower than their former level.

(2) If an employee who is not in a line of progression is demoted as a result of a reduction of forces, but remains in the department where the demotion took place, he shall have recall rights to his former job, if it becomes temporarily or permanently vacant within a period of one (1) year from the date of demotion.

(c) If an employee believes that he has not received due consideration for a vacancy, he may submit his case to the Company for consideration through the Grievance Procedure outlined in Section XV of this Agreement.

(d) An employee who accepts a posted permanent job or who is transferred to another department at his own request shall retain no recall rights to any former department.

6.04 Departmental Transfers and Recalls

(1) A reduction of forces within the department shall be accomplished by transferring employees in their inverse order of plant seniority within the department. Whenever employees are to be transferred as a result of a reduction in forces, the employee concerned and the Union President will be notified individually as soon as possible.

(2) (a) An employee transferred out of a department shall retain recall rights to that particular department for a period of one (1) year provided he has at least ninety (90) calendar days seniority in that particular department prior to the transfer. At the time of recall, an employee may either accept the recall or forego his recall rights. At all times such employees will retain and accumulate their plant seniority. During the first sixty (60) calendar days they may not exercise their plant seniority in their new department for promotions in a line of progression. However if an employee foregoes his rights for recall

to his old department he shall have the right to be promoted in the new department.

(b) If a reduction in forces should occur in the new department to which he has been transferred during the first sixty (60) calendar days such employee cannot exercise his plant seniority for placement in the new department if 10% or ten (10) of the employees whichever is the lesser in that department, would otherwise be transferred, but may exercise his plant seniority for placement in the new department after the initial attempt at relocation, if he is unable to be located in other departments. However if an employee foregoes his rights for recall to his old department, he shall have the right to exercise his plant seniority in his new department.

(3) When employees who are in a line of progression are transferred out of their department and are later recalled to their department in accordance with Clause 6.04(2) those employees with recall rights to the highest level in the line of progression may exercise their recall rights when a temporary or permanent opening occurs within a period of one (1) year from the date of demotion whether it is to the level to which the recall is effective or to a level lower than their former level.

(4) If any employee who is not in a line of progression is transferred out and is later recalled to that department in accordance with Clause 6.04(2), he shall have preference to his former job should it become temporarily or permanently vacant within a year of his transfer.

6.05 Temporary Substitution- Temporary Absences

If an employee substitutes for another employee on approved absence or vacation, the following shall apply:

(1) Where a unit employs a "B" Operator, such "B" Operator shall normally substitute for the "A" Operator. In all such instances the employees in the classification immediately below shall move up in sequence according to the lines of progression.

(2) Where a unit does not employ a “B” Operator, the seniority provisions of this Agreement shall be applied on a **shift** basis only. Skills gained by such temporary transfers shall not be a factor in making a permanent appointment.

(3) When a vacancy is created through an authorized absence in a department where there are no “units”, the seniority provisions of this Agreement shall be applied on a shift basis only.

6.06 Temporary Promotions or Transfers

(a) A temporary promotion or transfer shall not exceed thirty (30) working days.

(b) Notwithstanding Clause 6.06(a), subject to mutual agreement, employees accepting posted or unposted temporary jobs of known duration exceeding thirty (30) working days and employees performing duties elsewhere at the request of the Company shall retain recall rights to their previous department and job.

(c) Employees scheduled on a two (2), three (3) or four (4) shift basis who are temporarily transferred by the Company to straight day positions shall be assigned to 8 a.m. - 4 p.m. hours, or receive overtime pay for the one-half hour worked from 4 p.m. to 4:30 p.m., as determined by the Company, for a maximum period of two (2) calendar weeks.

6.07 Temporary Assignments Outside of Bargaining Unit

(a) Employees from the bargaining unit assigned by the Company to Temporary Foreman positions shall not have access to personal files of employees other than attendance, safety and training records.

(b) The assignment of employees from the bargaining unit by the Company to Temporary Foreman positions shall not exceed six (6) months per Collective Agreement year, per crew, unless mutually agreed to by the Company and the Union. Any assignment caused by a Foreman being absent due to pregnancy or parental leave or an

extended medical leave greater than two (2) weeks shall not be counted in the above noted six (6) months.

(c) The assignment of employees from the bargaining unit by the Company to temporary staff positions other than Temporary Foreman positions, shall not exceed one-hundred and twenty (120) consecutive calendar days, unless mutually agreed to by the Company and the Union.

(d) The Company will advise the Union on a quarterly basis of the names of those employees who have accepted such temporary assignments.

SECTION VII - VACATIONS AND PAID HOLIDAYS

7.01

All vacations must be taken at a time satisfactory to the Company but employees shall have the opportunity, so far as the scheduling of work permits, to choose their vacation times, and preference shall be considered in the order of plant seniority in the department. An employee, whose vacation is split, may use his seniority as a basis of preference for only one (1) continuous period.

Vacation schedules shall be posted by May 1st in each department and shall be maintained so far as the scheduling of work permits.

Under special circumstances employees may change their vacation choice with the approval of their Foreman.

Any vacation entitlement that an employee has failed to schedule by January 1 of the holiday year, will be scheduled by the department concerned.

7.02

Vacations must be taken during the period between the date on which the employee became eligible for the vacation (May 1st) and the immediately following April 30th.

However, under special circumstances and with written approval of the Personnel Manager, the Company may give consideration to rescheduling a maximum of two (2) weeks vacation entitlement beyond April 30th.

7.03 Vacation Pay for Terminated Employees

All employees whose services are terminated will receive vacation pay for those holidays for which they are then eligible.

For the period between the previous May 1st and the date of termination the employees will receive pay in lieu of vacation in accordance with the following table:

Less than 3 years service as of date of termination	- 4% of earnings
Three to 7 years service as of date of termination	- 6% of earnings
Eight years to 17 years service as of date of termination	- 8% of earnings
Eighteen years to 24 years service as of date of termination	- 10% of earnings
Twenty-five or more years of service as of date of termination	- 12% of earnings

7.04

(a) Employees hired within the period May 1st to July 15th shall become entitled on May 1st next to a vacation with pay of two (2) weeks. Employees hired after July 15th shall become entitled on May 1st next to a vacation with pay in accordance with the following table:

Hired By	Vacation accrued on 1st May next
15th August	9 working days
15th September	8 working days
15th October	7 working days
15th November	6 working days
15th December	5 working days
15th January	4 working days
15th February	3 working days
15th March	2 working days
15th April	1 working day

Thereafter on May 1st of the two (2) succeeding years the employee shall be entitled to an annual vacation with pay of two (2) weeks.

(b) For continuous shift operations where a twelve (12) hour shift is in effect, employees hired within the period May 1st to July 15th shall become entitled on May 1st next to a vacation with pay of seven (7) shifts. Employees hired after July 15th shall become entitled on May 1st next to a vacation with pay in accordance with the following table:

Hired by	Vacation accrued on 1st May next
15th August	6 shifts
15th September	5 shifts
15th October	5 shifts
15th November	4 shifts
15th December	3 shifts
15th January	3 shifts
15th February	2 shifts
15th March	1 shift
15th April	1 shift

Thereafter on May 1st of the two (2) succeeding years, the employee shall be entitled to an annual vacation with pay of seven (7) shifts.

7.05

(a) On May 1st employees who have:

Completed 3 years of continuous service will be entitled to 3 weeks vacation;

Completed 8 years of continuous service will be entitled to 4 weeks vacation;

Completed 18 years of continuous service will be entitled to 5 weeks vacation;

Completed 25 years of continuous service will be entitled to 6 weeks vacation.

In the year an employee completes his 3rd, 8th, 18th or 25th year of continuous service he will be eligible for his 3rd, 4th, 5th or 6th week of vacation on the date of such completion.

An employee will be entitled to an additional four (4) weeks vacation or pay in lieu of on May 1st immediately preceding his normal retirement or upon early retirement at age sixty-two (62) or after.

(b) For continuous shift operations where a twelve (12) hour shift is in effect on May 1st employees who have:

Completed 3 years of continuous service will be entitled to 10 shifts vacation;

Completed 8 years of continuous service will be entitled to 13 shifts vacation;

Completed 18 years of continuous service will be entitled to 17 shifts vacation;

Completed 25 years of continuous service
will be entitled to 20 shifts vacation.

In the year an employee completes his 3rd, 8th, 18th or 25th year of continuous service he will be eligible for his extra shifts of vacation on the date of such completion.

An employee will be entitled to **an** additional thirteen (13) shifts vacation or pay in lieu thereof on May 1st immediately preceding his normal retirement or upon early retirement at age sixty-two (62) or after.

7.06

A week's vacation pay will be the employee's classified weekly salary at the time the vacation is taken except that **an** employee who has been up-graded to a higher paid job for forty-five (**45**) consecutive calendar days immediately prior to his vacation shall receive the higher salary as his vacation pay. In addition the employee will receive a vacation bonus of 15% of his vacation pay. However, the vacation pay of those who have been on lay-off or leave of absence during the previous vacation year will be calculated in accordance with the provisions of Clause 7.07.

7.07 Vacation Pay of Employees who have returned from Lay-off

(a) An employee returning from lay-off or leave of absence after February 15th, who has vacation untaken, will receive vacation pay plus 15% vacation bonus in lieu of vacation, unless it is convenient for his department to schedule his vacation before the end of the vacation year. Employees who were laid off or have been granted leave of absence shall have their vacation pay for the following vacation year computed as follows:

Service as of April 30th following the return from Lay-off

Over 90 days and less than 3 years;

1 days pay per month worked, to a maximum of 10 days.

More than 3 years and less than 8 years;
1-1/2 days pay per month worked, to a maximum of 15 days

8 years and less than 18 years;
2 days pay per month worked, to a maximum of 20 days.

18 years and less than 25 years;
2-1/2 days per month worked, to a maximum of 25 days.

25 or more years;
3 days pay per month worked, to a maximum of 30 days.

For continuous shift operations where a twelve (12) hour shift is in effect the following schedule applies:

Over 90 days and less than 3 years; two-thirds of a shift's pay per month worked, to a maximum of 7 shifts.

More than 3 years and less than 8 years; one shift's pay per month worked, to a maximum of 10 shifts.

More than 8 years and less than 18 years; one and one-third shift's pay per month worked, to a maximum of 13 shifts.

More than 18 years and less than 25 years; one and two-third shift's pay per month worked, to a maximum of 17 shifts

25 or more years; 2 shift's pay per month worked, to a maximum of 20 shifts.

Employees vacation pay will be at their classified rate at the time the vacation is taken.

(b) For the purpose of determining time worked:

An employee who has been laid off after the 15th of the month will be considered as having worked that month.

An employee who has returned to work from lay-off by the 15th of the month will be considered to have worked that month.

7.08 Paid Holidays- Definition

(a) For the purpose of this section of the Agreement, a paid holiday shall be taken to mean a twenty-four (24) hour period commencing at 12:00 a.m. on the holiday concerned.

For non-continuous shift operations should either party of this Agreement request any deviation from the hours or swap shifts, the request shall be discussed.

Any swap shift that might be established would be worked at regular rates and such swap shifts will in no way represent any qualification for overtime or premium rates.

(b) For continuous shift operations where a twelve (12) hour shift is in effect, a paid holiday shall be taken to mean a twenty-four (24) hour period commencing at 8:00 a.m. on the holiday concerned.

7.09 Paid Holidays

(a) The following days shall be observed as paid holidays and for non-continuous shift operations no employee shall be required to work on these days except in case of a breakdown of plant or machinery or an emergency necessitating the carrying out of urgent repairs or for continuous essential service or to meet other urgent situations:

- New Year's Day
- Heritage Day (3rd Monday in February)
- Good Friday
- Victoria Day
- Canada Day
- Kingston Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

For continuous shift operations, employees shall receive holiday pay for the above holidays. With the exception of Christmas, Boxing Day and New Year's Day, employees will be regularly scheduled to work on paid holidays.

(b) Christmas Shutdown

Normal operations of the plant will be discontinued between Christmas and New Years with the following days being observed as additional paid holidays:

2003 - December 29, 30 and 31

2004 - December 29, 30 and 31

2005 - December 28, 29 and 30

7.10 Paid Holiday Allowance

Employees shall be paid for eight (8) hours at the salary for the job classification they hold on the last day worked previous to the holiday. Employees on an extra day off (EDO) or a regular day off when a paid holiday occurs shall be paid a paid holiday allowance of eight (8) times his classified rate. For non-continuous shift operations only, if the holiday falls on a day when the plant does not normally work, the Company will declare a holiday upon the day preceding or following the normal holiday, and the employees will be paid for such holiday on the above basis.

7.11 Employees on Vacation

(a) For non-continuous shift operations, an employee on vacation when a paid holiday occurs may receive the paid holiday allowance in addition to his vacation pay.

Unless the employee makes prior arrangements to take the day immediately prior to or following his vacation period in lieu of the paid holiday, he will receive his paid holiday allowance only. However, if the Foreman is unable to grant the employee either the day immediately prior to or following the employee's vacation period, he can arrange with his Foreman to take a day off

at some later date at which time he will receive his paid holiday allowance.

(b) For continuous shift operations, an employee on vacation when a paid holiday occurs will only receive the paid holiday allowance in addition to his vacation pay.

7.12 Work Performed on Paid Holidays

In addition to the paid holiday allowance provided for in Clause 7.10, an employee who is required to work on a paid holiday shall be paid at the rate of double time for the time worked.

7.13 Banked Holiday Time

Notwithstanding Clauses 7.09, 7.10 and 7.11, an employee on a continuous shift schedule may elect to bank eight (8) hours of straight time per paid holiday, instead of receiving holiday pay. Such time shall be taken at straight time at a mutually agreeable time between the employee and the Company. Should this banked holiday time be paid out to an employee, then it shall be paid out at straight time. The maximum amount of banked time shall not exceed seventy-two (72) hours when combined with the extra day off banked time.

7.14

The parties agree that the provisions of Clauses 7.08 to 7.13 constitute a greater right or benefit than the Public Holidays sections found in Part X of the Employment Standards Act.

SECTION VIII - TERMINATION OF EMPLOYMENT

8.01

This section of the Agreement shall not limit the Company's right to lay-off or discharge employees under the terms of Section III, Clause 3.0 I.

8.02

On the first day of the month after reaching retirement age every employee shall automatically cease to be employed.

8.03

(a) If an employee repeatedly fails to report for duty, his employment may be terminated but not until he has been given and failed to observe a preliminary warning, and a written final warning. Such termination shall be effective on the date a written notice of his termination is handed to the employee or a registered letter mailed to him at his last recorded address.

(b) The Company will not act on the basis of such written final warning when a period of twenty-four (24) months has elapsed from the date the final warning was written. Such a written final warning will continue to form part of the employee's disciplinary record.

8.04

Notwithstanding the provisions of Clause 8.03 above, if an employee is absent and unaccounted for, for a period of five (5) consecutive working days, his employment may be automatically terminated at the end of the fifth working day.

His absence shall be considered as a voluntary separation or a "Quit Without Notice" and shall be recorded as such in his service record.

8.05

When an employee has been absent for thirty (30) months (thirty-six (36) months in the case of an employee with twenty (20) or more years of seniority at the time of lay-off) following a lay-off or for one (1) year following any other approved absence, and his leave has not been extended by written permission, his employment shall be terminated. When approved absence as been granted for a specific period shorter than two (2) years, termination will take place at the end of that period unless the leave of absence is extended in writing. Nevertheless, absence for such further period due to reasons beyond the control of the employee shall be dealt with as specified in Clause 5.02 (e) of this Agreement.

SECTION IX - WORKING CONDITIONS

9.01 Work Week

For non-continuous shift operations only, the normal work week for each employee shall be five (5) consecutive days of eight (8) hours per day within the period of 12:00 midnight Sunday to 12:00 midnight Friday.

For continuous shift operations where a twelve (12) hour shift is in effect, the work week shall start on Sunday at 8:00 a.m.

9.02 Work on Sunday

For non-continuous shift operations only, all Sunday work, except for emergency reasons or occupations where continuous preparatory or clean-up attention is necessary, will be considered voluntary, it being understood that Company policy is to eliminate Sunday work. If an employee commits himself to Sunday overtime to meet production commitments, Sunday will no longer be considered as voluntary for the employee concerned.

9.03 Lunch and Rest Periods

(a) Lunch periods shall be allowed as follows:

day workers - 30 minutes without pay
shift workers - 30 minutes with pay

A rest period of ten (10) minutes will be allowed in each half of the shift for both day workers and shift workers.

For continuous shift operations where a twelve (12) hour shift is in effect, each employee shall have two 30 minute lunch periods with pay. Each employee shall also have three 10 minute rest periods with pay.

(b) Lunch and rest periods will be arranged at the discretion of the Foreman. Where the nature of the operation allows for periodic breaks during operations, no definite rest periods need be specified.

9.04 Hours of Work

The standard starting and stopping times of shift workers shall be:

12:00 midnight to 8:00 a.m.

8:00 a.m. to 4:00 p.m.

4:00 p.m. to 12 midnight

For continuous shift operations where a twelve (12) hour shift is in effect, the standard starting and stopping times of twelve (12) hour shifts shall be:

8:00 a.m. to 8:00 p.m.

8:00 p.m. to 8:00 a.m.

9.05 Continuous Operations

The Company may substitute the continuous shift schedule, Appendix VII, in any department or part of a department to provide seven (7) day coverage.

The Union shall be promptly notified by telephone of the implementation or termination of a continuous shift schedule and shall receive written confirmation at least seven calendar days in advance of the change.

Continuous shift schedules shall be maintained for at least 21 consecutive days following implementation.

The implementation of the continuous shift schedule shall be made as of 8:00 a.m. Monday morning. The implementation of a non-continuous shift schedule shall be made as of 12:00 midnight Sunday evening.

All employees changing shifts schedules shall be given a minimum of 48 hours of time away from work between the last shift of their previous schedule and the first shift of the newly implemented schedule. Should it not be possible to give this time away from work, then the time may be filled by other employees working voluntary overtime or by having the affected employee work at double time.

The continuous shift schedule, attached as Appendix VII, may be staffed with three or four crews of employees.

The parties may discuss alternative continuous shift schedules. Alternative shift schedules shall not however involve any additional cost to the Company.

SECTION X - SALARIES

10.01 Salaries

(a) Salaries will be set forth in Appendix I.

(b) For continuous shift operations, a premium of \$1.00 per hour shall be paid for each hour worked on the continuous shift schedule, not inclusive of shift premiums. An employee's basic weekly salary will be forty (40) times his hourly rate as set forth in Appendix I. In the case of a continuous shift schedule that averages forty-two (42) hours a week, the EDO Letter of Understanding shall apply.

An employee assigned to work on a continuous shift schedule on a shift by shift basis shall be paid under the provisions of Clause 12.02(a). However, an employee assigned to work on a continuous shift schedule for two (2) or more weeks shall be paid in accordance with Clause 10.01(b) and Clause 12.02(a) shall not apply.

10.02 New Classifications

(a) In the event of new classifications being introduced, or when the nature of an existing job changes due to new machines being installed, existing machines modified, or changes in the requirements of the operations, the Company shall meet with the Union Committee before the new classifications are put into effect. The salaries for these classifications shall be negotiated.

(b) In the event of a change in salary on existing jobs, or when machines are modified to the extent that the rate of the job is changed,

incumbent employees shall receive the higher salary for that job, from **the start of the first** pay period following the **change** in rate.

10.03 Permanent Promotions, Demotions and Transfers

(a) When an employee is permanently promoted to a higher paid job, or permanently transferred to a higher paid job in another department, he shall receive the salary for that job from the start of the first pay period following the promotion. Not later than ninety (90) consecutive working days from the date of promotion or transfer his record shall be reviewed to determine whether or not he is to be retained in that classification.

(b) When an employee is permanently demoted to a lower paid job, or permanently transferred to a lower paid job in another department, he shall receive the salary for that job from the start of the first pay period following the demotion.

(c) When an employee with one (1) year or more of continuous service is demoted or transferred to a lower paid job from a classified job he has occupied for ninety (90) calendar days due to a reduction of forces, his rate will be maintained for a period of thirty-two (32) weeks; however, the rate will cease to be maintained if the employee refuses to accept recall to his former job or to a level lower than his former level, or temporary promotion or transfer to a job classification higher than he presently holds. Any employee on maintenance of rates will cease to have his rate maintained if he refuses to accept any temporary or permanent promotion in the new department to a job classification higher than he presently holds, or recall to his former department.

(d) Any employee who is within five (5) years of normal retirement and is demoted for reasons other than cause shall retain the classification rate he was receiving at the time of demotion. In the event such an employee requests demotion or voluntarily posts to a lower paid job, the Company, in its discretion, will make the determination as to whether or not a maintenance of rate is assigned.

10.04 Temporary Transfers

(a) When an employee is temporarily moved to a higher paid job, for a period for four **(4)** consecutive working hours or more, he shall receive the higher salary as long as he is assigned to that particular job.

(b) When an employee is temporarily demoted to a lower paid job, or temporarily transferred to a lower paid job in another department his salary shall not be changed.

(c) Employees will be paid at current salary for time during their working hours which they are required by the Company to spend on lectures and conferences.

(d) When an employee is temporarily moved to a higher paid job for training purposes he shall receive the higher salary as long **as** he is on the training assignment. This shall not apply where a training classification and rate has been established.

Where there are simultaneous training assignments, the senior promotable employee as yet not trained, shall **be** given preference to the higher classified rate and training for that job.

10.05

Employees who are required to perform unduly dirty jobs outside a normal job classification shall receive a premium of **10%** over their normal hourly rates for the actual time spent on the said job.

SECTION XI - SHIFT PREMIUM

11.01

(a) A premium of 60¢ per hour over the classified rate set out in Appendix I shall be paid to employees who work during the period 4 p.m. to 8 a.m.

(b) A premium of 60¢ per hour shall be paid to day workers who work during the period 4:30 p.m. to 8:00 a.m.

SECTION XII - OVERTIME

12.01 General

The Company undertakes to keep overtime work at a minimum. Both parties to this Agreement recognize, however, that some overtime work may be necessary to maintain essential services, to take care of emergencies and *to* meet production commitments. The Company and the Union shall meet to discuss guidelines of overtime in each department. The overtime assignment practice as it applies to each department shall be posted in that department. The general principles of overtime distribution are set forth in Appendix V.

12.02 Overtime Rates

(a) Time and one-half shall be paid for all hours worked in excess of eight (8) per day and for the **first** eight (8) hours worked during the period 12:00 midnight Friday to 12:00 midnight Sunday.

Double time shall be paid for all hours worked in excess of eight (8) between the hours of 12:00 midnight Friday and 12:00 midnight Sunday.

(b) Double time shall be paid for all hours worked during the designated Christmas shutdown.

(c) For continuous shift operations where a twelve (12) hour shift **is** in effect:

Time and one-half shall be paid for all hours worked in excess of twelve (12) on a regular shift.

Time and one-half shall be paid for the first twelve (**12**) hours worked on a day of rest.

Time and one-half shall be paid for all hours worked on an employee's first designated extra day off.

Time and one-half shall be paid for all **hours** worked on the -

second consecutive designated extra day off if the first designated extra day off was not worked.

Double time shall be paid for:

(1) all hours worked in excess of twelve (12) hours on the first day of rest;

(2) all hours worked in excess of twelve (12) hours on the second day of rest;

(3) all hours worked in excess of twelve (12) hours on the third day of rest;

(4) all hours worked on the second day of rest provided that the first day of rest has been worked.

(5) all hours worked on the third day of rest provided that the second day of rest **has** been worked.

(6) all hours worked on the second consecutive designated extra day off provided that the first designated extra day off has been worked.

12.03 Irregular Shift Changes

(a) An employee shall be paid time and one-half for the first assigned shift worked under the following circumstances:

(1) if after leaving the plant at the end of his regular work week, he is requested to change his shift for the coming week;

(2) if he is requested to change his shift after the beginning of his scheduled work week;

(3) if he returns to his regular shift after the beginning of his scheduled work week;

(4) if he misses the first shift of his regular work schedule as a result of the irregular shift change.

(5) An employee offered overtime on his regular shift on Sunday shall not be entitled to an irregular shift change premium on the following Monday.

(b) For continuous shift operations where a twelve (12) hour shift is in effect, whenever an employee's regular work schedule is changed by the Company so as to result in regularly scheduled working hours with new starting and stopping times, he shall be paid at the rate of time and one-half for work performed during his first assigned shift worked following such change. Such payment shall not however apply if the employee is off work forty-eight (48) hours prior to such change.

12.04

When an employee reports for his regular shift and is required to change his shift that same day, he will receive pay for that regular shift at regular rates and will not be required to work the balance of that shift.

12.05 Mutual Shift Exchanges

Employees may exchange shifts by mutual consent provided they obtain the permission of their foremen. Hours worked as a result of an exchange of shifts shall not be paid at overtime rates.

12.06

An employee required to work five (5) hours or more of overtime in the eight (8) hour period preceding his regular shift shall not be required to work his regular shift.

However, if an employee works his regular shift, he shall in addition to his regular salary, receive pay at overtime rates for the hours worked.

12.07 Minimum Overtime Periods

The purpose of the following clause is to assure that when employees return to the plant for periods of overtime they will receive certain minimum overtime compensation.

(a) Should an employee return to the plant on a scheduled or planned basis, he will be guaranteed a minimum of at least **four (4)** hours work at the appropriate overtime rate. This section of the clause does not apply *to* overtime worked prior to or **as** an extension of an employee's regular shift.

(b) Should an employee be called into the plant to meet an unplanned or emergency situation he shall not be paid less than **four (4)** hours at the appropriate overtime rate regardless of how long it might take to deal with the situation.

12.08 Transportation

The Company shall provide transportation to and from the Plant for employees without private means of transportation, when such employees are called in after regular hours for such emergency work or to maintain essential services or asked to remain after their regular shift and no public transportation is available. This transportation will not be provided when an employee has received notice of the overtime sixteen **(16)** hours in advance of the overtime being worked.

12.09 Meal Allowance

(a) Any employee who works two **(2)** hours or more before or after his regular shift shall be given a meal voucher for \$7.00. Any employee working more than two **(2)** hours overtime shall be paid for his lunch period.

If the overtime continues for four **(4)** hours beyond the original two **(2)** hour "qualifying" period for a meal voucher, a second meal voucher and lunch period shall be provided.

(b) Any employee who is recalled to the plant who works two **(2)** hours or more shall be given a meal voucher and shall be paid for a

thirty (30) minute lunch period and be given the same every four (4) hours worked thereafter.

An employee recalled to the plant may, at the discretion of his Foreman, be allowed to leave the plant for up to thirty (30) minutes without loss of pay to procure a meal from a public restaurant.

SECTION XIII - BULLETIN BOARDS

13.01

The Union shall be permitted to post notices on special bulletin boards provided by the Company and the Company will provide a designated area in each plant for the purpose of distributing Union literature.

Union notices and literature shall be approved by the Site Manager or the Personnel Manager prior to being posted or distributed.

SECTION XIV - UNION COMMITTEES

14.01 Negotiating Committee

(a) The Company shall recognize a Negotiating Committee consisting of the President, Vice-president and no more than three (3) other employees. This committee may be accompanied by representatives of the United Steelworkers of America.

(b) The function of the Negotiating Committee shall be to meet with the Company at the time specified in Section XIX of this Agreement to negotiate the renewal or amendment of the Agreement.

14.02 Union Committee

1. The Union may elect and the Company shall recognize a committee of not more than five (5) employees of the Company, the functions of which shall be:

(a) To provide a recognized and direct channel of communications between the Union and the Company on matters directly affecting their joint or several interests.

(b) To provide, when meeting with Company officials, a means for the joint consideration by the Company and the Union of the various problems which arise in the day-to-day activities of the employees represented by the Union.

(c) The examination of grievances, either individual or general, that may be brought to the notice of the committee in accordance with the Grievance Procedure outlined in Section XV.

(d) The consideration of any matters referred to it by the Company.

(e) To meet and negotiate with the Company matters arising from changes in plant conditions.

(f) Should change of circumstances or law nullify any section of this Agreement the Union Committee shall meet with the Company without delay to negotiate the necessary changes to this Agreement.

2. The Union shall furnish the Company with a list of the names of the committee members, and shall notify the Company in writing of any change in the said list forthwith upon such change having been made.

3. The Committee shall meet with the Site Manager or his nominees at the request of either party but these meetings shall be subject to mutual consent.

4. At all meetings with the Management the Committee may be accompanied by representatives of the United Steelworkers of America.

14.03 Shop Stewards

The Company shall recognize Shop Stewards who are selected by the Union and allow them reasonable time off to perform their Union duties provided they first obtain the permission of their Foreman. Such permission shall not be unreasonably withheld.

14.04 Activities of Union Representatives

It is agreed by the Company that all representatives of the Union shall be free to discharge their duties in an independent manner without fear that their individual relations with the Company may be affected in any way by any action taken by them in good faith while acting in a representative capacity.

14.05 Payment of Union Representatives

(a) Union Representatives shall be paid at their current salary for time spent in meetings with representatives of Management during their working hours.

(b) Approved absence with pay may be granted by the Company for Stewards and Officers of the Union to attend educational seminars. Requests for this leave shall be made by the Union President and approval of such leaves shall not be unreasonably withheld by the Company. The total of such leaves shall not exceed fifteen (15) working days per year.

SECTION XV - GRIEVANCE PROCEDURE

15.01 Processing a Grievance

(a) Step No. 1

If an employee has a complaint, it will first be taken up with his immediate Foreman. He may do this personally or he may be accompanied and represented by his Shop Steward (or Union Committeeman). The Foreman shall give his answer to the employee, Shop Steward or Union Committeeman within two (2) working days of receiving the grievance. A grievance must be presented to the employee's immediate Foreman within twenty (20) days of the occurrence of the matter giving rise to the alleged grievance.

(b) Step No. 2

If the decision of the immediate Foreman is not satisfactory, the President of the Union, the aggrieved employee (or Union Committeeman) shall present the grievance in writing signed by the aggrieved employee to the General Foreman or Department Manager. This shall be done within five (5) days of the immediate Foreman's decision and, in any case, within not more than twenty-seven (27) days of the occurrence of the matter giving rise to the alleged grievance. The General Foreman or Department Manager shall meet with the President or his nominee, and a member of the Union Committee. He shall give his decision in writing to the aggrieved employee and the President or his nominee within five (5) days of the grievance being presented to him.

(c) Step No. 3

Failing a satisfactory solution at Step No. 2, the grievance shall be submitted by the President or his nominee to the Site Manager not later than three (3) days following the answer at Step No. 2. The Site Manager or his nominee will meet with the Union Committee and will render his decision in writing to the aggrieved employee and the President or his nominee within seven (7) days of the grievance being submitted to him.

15.02 Arbitration

(a) Failing a satisfactory settlement of a grievance in the above steps, and provided such grievance is related to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may notify the other in writing, within seven (7) days, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Ontario Labour-Management Arbitration Commission upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it, but in no case shall the Board alter, modify or amend or supplement any part of this Agreement. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman will govern.

(b) In addition to the above procedure, the grievance **may** be referred to a single arbitrator from the following list:

Rob Herman
Maureen Saltman
Louisa Davie
Paula Knopf

(c) The Union and the Company shall each pay the expenses of its representatives and the fees and expenses of the third member shall be paid equally by the Union and the Company.

15.03 Union Grievances

(a) Grievances affecting a group of employees, an entire department or the plant as a whole, may be taken up by the Union at the first level of the grievance procedure competent to deal with the group, department or plant. Thereafter, if satisfactory solution is not reached, the matter may be processed through the remaining steps of the Grievance Procedure to Arbitration.

(b) Group Grievances must be signed by at least four **(4)** employees.

15.04 Company Grievances

(a) Any complaints originating with the Company, shall in the first

instance be taken up by the Site Manager or his nominee with the Union Committee.

(b) Failing a satisfactory solution within five (5) working days from the date on which the complaint is made, the matter shall be reduced to writing, and in cases involving violation or interpretation of the Agreement, it may be submitted to an Arbitration Board as provided in Clause 15.02(a), above.

15.05 Claims of Unjust Discharge

(a) A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Site Manager or his nominee within five (5) working days after the employee ceases to work for the Company. An employee discharged shall have the right to interview his Union Committeeman or Steward at a place designated by the Company before he leaves the premises. The Company agrees to notify the Union, in writing, of any employee within the bargaining unit who is discharged.

(b) Such special grievances may be settled by confirming Management's decision in dismissing the employee or by reinstating the employee with full, partial or no compensation for time lost as seems just and equitable in the opinion of the conferring parties or the Arbitration Board, as the case may be.

15.06 Time Intervals

All time intervals quoted in this grievance procedure are exclusive of Saturdays, Sundays and paid holidays. Time intervals may be extended by mutual agreement of the parties in writing; however at any step in the Grievance Procedure, where the appropriate person does not give his answer within the specified time limits, and no extension has been arranged, then the other party may proceed to the next step of the Procedure.

SECTION XVI - HEALTH & SAFETY AND WORKING ENVIRONMENT

16.01 Health & Safety

(a) The Company recognizes its obligations to provide a safe and healthful working environment for employees as it reasonably can and both parties to this Agreement agree to use their best efforts, jointly, to achieve that end. The Company agrees to provide the appropriate job training and education in Health and Safety for all employees.

(b) The Company shall recognize a Joint Health & Safety Committee composed of equal numbers from both parties, to be selected by each party, to study the problem of safety in the plant. In addition to participating in safety tours, the Committee will meet once a month to discuss accidents and unsafe conditions and other safety related matters.

(c) Those health and safety committee members designated by the Union shall have a right to accompany the Ministry of Labour Safety Inspector during workplace inspections and the Union shall be provided with a copy of the Inspector's report. In addition, such health and safety committee members, subject to notification of the supervisor on shift, shall have the right to enter the workplace at any time on matters of health and safety and shall have the right to be present and participate in any accident or incident investigation involving any company representative other than the immediate supervisor and the employee.

(d) The Company shall make reasonable provisions for the safety and health of the employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Company and the employee shall be responsible for this equipment, except for normal wear and tear, until it is returned to the Company but this shall not include personal necessities. The Company will pay the cost of approved prescription safety glasses and safety footwear on behalf of all non-probationary bargaining unit employees, who are on the active payroll of the Company. The cost of such footwear will be paid by the

Company provided the prior approval of the employee's Foreman has been obtained with respect to the need for the purchase of such footwear, the type of footwear to be purchased and the cost of such purchase. Probationary employees will be required to purchase their own safety footwear of a type and cost approved by the Company in advance, and upon satisfactory completion of their probationary period, the Company will reimburse them for the cost of such purchase.

(e) It is agreed that any employee shall have the right, without penalty, to refuse to perform a job on the grounds that he has reason to believe it is unsafe. The matter will be dealt with under the procedure provided in the applicable legislation in effect on May 18, 1998. It is further understood that it is not the intent of the Company to require employees to work where they are exposed to a hazardous operation unless they are within sight or sound of others.

16.02 Handicapped Employees

(a) It is recognized by the Union and the Company that from time to time problems may arise regarding the placing of handicapped employees on jobs. Accordingly, it is agreed that where such situations arise, the Company and the Union will discuss and attempt to agree on positions for such employees. Where it is mutually agreed to place such employees on certain jobs, they may be given preference in such classifications. However, should a handicapped employee become physically fit again, he shall be removed from the preferred list. The lay-off provisions of this Agreement shall apply to handicapped employees.

(b) Employees with at least one (1) year of service transferred to jobs in accordance with Clause 16.02(a) shall maintain their former classified rate for a period of fifty-two (52) weeks. At the expiration of this time period, such employees shall receive the rate of pay for the job that they are performing.

(c) It is recognized that at times special placements are made and time is required for medical tests and assessment. It is agreed that while medical assessment continues, the employee will receive the rate for his former classified job. In the event that the special place-

ment is confirmed the employee will receive the rate of pay for the job he is performing unless he has not received the fifty-two (52) weeks at his former classified rate as set out in Clause 16.02(b).

(d) The Company and the Union shall meet on an annual basis to review the status of all employees placed in jobs in accordance with Clause 16.02(a).

16.03 Employee Assistance Program

Without detracting from the existing rights and obligations of the parties recognized in the other provisions of the Agreement, the Company and the Union agree to cooperate in encouraging employees experiencing serious personal problems to participate in the Employee Assistance Program. This program shall provide personal counselling service to employees and members of their immediate families. All requests for assistance and records shall remain confidential.

16.04 Smoking

Smoking will be permitted in designated areas in the plant.

SECTION XVII - MEDICAL INSURANCE

17.01

The Company shall pay the full cost of the monthly premiums for the Sun Life Semi-private Hospital Accommodation, Schedule E1, Sun Life Supplementary Health Care - Prescription Drugs (no deductible, no risk), Schedule E2(A), Sun Life Supplementary Health Care - Other Health Services, Schedule E2(B), Sun Life Family Vision Care, Schedule E4 and Out-of-Province Emergency Services While Travelling on Company Business, Schedule E6, for all regular participating employees.

Sun Life Semi-private Hospital Accommodation, Sun Life Supplementary Health Care will not be paid for employees on lay-off.

Sun Life Semi-private Hospital Accommodation, Schedule E1,

and Sun Life Supplementary Health Care - Prescription Drugs, Schedule E2(A), Sun Life Supplementary Health Care - Other Health Services, Schedule E2(B), will be paid by the Company for employees on disability benefit and for those electing to take early retirement at age fifty-nine (59) years or after. Effective 18 May 2004, these benefits will be paid for those electing to take early retirement at age fifty-eight (58) years or after. Effective 18 May 2005, these benefits will be paid for those electing to take early retirement at age fifty-seven (57) years or after.

The Company shall pay the full cost of the monthly premiums for the Sun Life Basic Dental Plan, Schedules D3 (capped at \$750 per person, per year), D1 and D2, and the Sun Life Dental Plan for Dentures, Denture Repairs, Crowns and Bridges, Schedule D4, for all regular participating employees. This plan will not be paid for employees on lay-off, nor for employees on disability benefit, nor for those electing to take early retirement.

The above medical insurance benefits shall not be available to any persons beyond the age of 65.

Commencing 18 May 2003, the Dental Plan will be paid according to the 2002 O.D.A. schedule for all regular participating employees.

Commencing 18 May 2005, the Dental Plan will be paid according to the 2004 O.D.A. schedule for all regular participating employees.

17.02

The Company shall provide a booklet to each employee which outlines all the benefit plans which are available to them.

17.03 Steelworkers Savings Plan - Group RRSP

The Company shall deduct from employees a voluntary payroll deduction of an amount specified by the employee per pay or per month, and/or the vacation bonus payable and Performance Recognition Programme bonus, as directed by the employee in writ-

ing. Such deductions shall be forwarded to the administrators of the Steelworkers Local 343 Savings Plan.

SECTION XVIII - UNION SECURITY

18.01

As a condition of employment, all employees hired before and after the signing of this Agreement shall complete an Authorization of Check-Off form (Appendix II) and shall have deducted the amount of Union dues or its equivalent as a condition of continued employment. Such amount shall be the current constitutional Union dues or its equivalent as prescribed by the Constitutional authority of the United Steelworkers of America.

18.02 Union Dues

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

(b) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

(c) The remittance and the R-115 Form shall be accompanied by a statement containing the following information:

(1) A list of the names of all employees including updated addresses from whom dues were deducted and the amount of dues deducted;

(2) A list of the names of the employees from whom no deductions have been made and reasons;

(3) This information shall be sent to both Union addresses identified in article (b) in such form as agreed to by the Union and the Company.

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

(e) The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

18.03

All Union dues or equivalent deducted under the terms of this Section of the Agreement shall be remitted by the Company to the person designated by the Financial Secretary of Local 343 to receive such dues on or before the last day of each calendar month.

SECTION XIX - TERMINATION OF AGREEMENT

19.01

This Agreement shall remain in force until the 17th day of May 2006 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 given by either party to the other party not more than ninety (90) calendar days and not less than sixty (60) calendar days prior to its date of expiry or automatic renewal. When such notice is given the parties shall meet within fifteen (15) calendar days of receipt of such notice to commence negotiations.

19.02

IN WITNESS WHEREOF the parties hereto, through their authorized representatives and the certified bargaining agents, have affixed their signatures hereunder on the 15th day of May 2003.

ALCAN INC
Kingston Works

Roland Billings, Site Manager
Elizabeth Young
Glenn Delaney
Arnold A. Hare

UNITED STEELWORKERS
OF AMERICA
LOCAL UNION 343

Peter J. Boyle, President
James J. Buchanan
Ken Scott
Dave Lockridge
Robert Parker
Jack Ostroski, Area Co-ordinator

**APPENDIX I - SALARIES
KINGSTON WORKS PRODUCTION**

	Hourly Salary Effective 18 May 2003	Hourly Salary Effective 18 May 2004	Hourly Salary Effective 18 May 2005
84" Rolling Mill Operator "A"	23.69	24.34	24.99
84" Rolling Mill Operator "B"	22.73	23.35	23.97
Finishing Machine Operator "A"	22.73	23.35	23.97
CASH Operator "A"	22.73	23.35	23.97
CASH Operator "B"	22.09	22.69	23.29
Finishing Machine Operator "B"	21.77	22.36	22.95
Furnace Operator	21.77	22.36	22.95
Utility Operator (Packer Co-ordinator, Shipper, Stacker Crane Operator, Material Handler, Truck Operator, Scrap Handler)*	21.45	22.03	22.61
Packer "A"	21.45	22.03	22.61
Packer	20.81	21.37	21.93
Machine Helper	18.89	19.39	19.89

STORES/SERVICE

	Hourly Salary Effective 18 May 2003	Hourly Salary Effective 18 May 2004	Hourly Salary Effective 18 May 2005
Stores - serviceman "A"	21.77	22.36	22.95
Interplant	20.81	21.37	21.93

55

NOTE: Regular employees shall be paid a minimum of labour grade 3 having completed their probationary period.

* The Utility Operator classification includes these former classifications.

**HOURLY AND WEEKLY SALARY
BY LABOUR GRADE**

**LABOUR
GRADE**

	18 MAY 2003		18 MAY 2004		18 MAY 2005	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
1	755.60	18.89	775.60	19.39	795.60	19.89
2	768.40	19.21	788.80	19.72	809.20	20.23
3	781.20	19.53	802.00	20.05	822.80	20.57
4	794.00	19.85	815.20	20.38	836.40	20.91
5	806.80	20.17	828.40	20.71	850.00	21.25
6	819.60	20.49	841.60	21.04	863.60	21.59
7	832.40	20.81	854.80	21.37	877.20	21.93
8	845.20	21.13	868.00	21.70	890.80	22.27
9	858.00	21.45	881.20	22.03	904.40	22.61
10	870.80	21.77	894.40	22.36	918.00	22.95
11	883.60	22.09	907.60	22.69	931.60	23.29
12	896.40	22.41	920.80	23.02	945.20	23.63
13	909.20	22.73	934.00	23.35	958.80	23.97
14	922.00	23.05	947.20	23.68	972.40	24.31
15	934.80	23.37	960.40	24.01	986.00	24.65
16	947.60	23.69	973.60	24.34	999.60	24.99

APPENDIX II
U.S.W. AUTHORIZATION OF CHECK-OFF

TO: Alcan Inc.
I, the undersigned

Permanent No _____

Surname First Name Initials

Address _____

57 hereby request and authorize Alcan Inc., Kingston Works to deduct the amount of the current Union dues per month as prescribed by the Constitutional authority of the Union from my salary and to remit dues per month to the United Steelworkers of America, Local Union **343**; such deductions to commence with the month of _____ 20____, and to be made from my salary for the first pay period commencing within that month and each month thereafter while this authorization remains in force during the term and in accordance with the provisions of the Collective Agreement signed on the ____ day of _____ 20____, and any renewal thereof. The Company shall be kept advised of any change re the Union Dues.

Witness _____ Signed _____

Date at Kingston, Ontario _____

COPIES:

White - ALCAN PAYROLL DEPARTMENT

Blue - UNITED STEELWORKERS OF AMERICA Local Union 343

Pink - EMPLOYEE

APPENDIX III

All Kingston **Works** employees within the bargaining units are on a Salary Payroll. The employee's basic salary will be forty (40) times his hourly rate. All other conditions and adjustments will be consistent with the terms of the contract. When an employee is absent from work due to personal sickness, accident or other justifiable reasons he will continue to receive his salary in accordance with the following schedule:

Service over 90 days and up to 2 years - four weeks

Service over 2 years and up to 5 years - thirteen weeks

Service over 5 years and up to 10 years - twenty-six weeks

Service over 10 years - fifty-two weeks

In addition to the benefits shown above, those employees with service over ninety (90) days and **up** to two (2) years will continue to receive benefits of 66-2/3% of their insurable earnings for a further eleven (11) weeks. Those with service over two (2) years and up to five (**5**) years will receive these additional benefits for a further two (**2**) weeks.

In the event of compensation cases, an employee who has ninety (90) days service or more prior to his disablement, will receive his salary so long **as** he is entitled to compensation in lieu of wages. The employee's position as a Union member will be unaltered. The required time will be allowed for funerals and to serve on jury duty without loss of the employee's basic salary.

Salaries will also continue during the Christmas shutdown, when normal operations of the plant will be discontinued between Christmas and New Year's.

Salary will not continue for any absence from work due to any labour dispute.

APPENDIX IV

Cost-of-Living Allowance

1. Effective 18 May 2005, and for the remaining term of this Collective Agreement each employee shall participate in a triggered and capped cost-of-living allowance plan (COLA).
2. The COLA shall be based on the Consumer Price Index for Canada (all items - base 1981 = 100) published by Statistics Canada (hereinafter referred to as CPI).
3. The COLA shall be equal to one cent (1¢) for each 0.30 point rise in the CPI as hereinafter determined.
4. The COLA shall be based on the basic forty (40) hour weekly salary and in accord with the salary schedule as set out in Appendix III, including periods of vacation and paid holidays, and shall not be used in the calculation of overtime rates and vacation bonus, or in the calculation of any pay allowance or benefit provided for in this Collective Agreement.
5. In the final year of this Agreement, COLA will be triggered when the increase in the CPI has exceeded five percent (5%) above the January 2005 reported by Statistics Canada (all items - base 1981 = 100). The allowance will equal the amount by which the calculation exceeds the aforementioned trigger, calculated quarterly with a maximum payment of forty cents (40¢) per hour.
 - (a) The COLA calculation for the period from 18 May 2005 to 17 August 2005 will be based on the difference between the CPI for January 2005 and the CPI for April 2005.
 - (b) The COLA calculation for the period from 18 August 2005 to 17 November 2005 will be based on the difference between the CPI for January 2005 and the CPI for July 2005.

(c) The COLA calculation for the period from 18 November 2005 to 17 February 2006 will be based on the difference between the CPI for January 2005 and the CPI for October 2005.

(d) The COLA calculation for the period from 18 February 2006 to 17 May 2006 will be based on the difference between the CPI for January 2005 and the CPI for January 2006.

6. Payment of any COLA will commence or be retroactive to the beginning of the three (3) months period following the period for which the calculation was made.

7. In the event that Statistics Canada does not issue the CPI on or before the beginning of periods referred to in Clause 5 and 6, any pay adjustments required shall be made at the beginning of the first pay period after publication of the CPI, 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 CPI, it is agreed that the COLA already paid to employees will not be adjusted retroactively.

8. The parties to this Agreement agree that the continuance of the cost-of-living allowance will depend upon the availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for May 2003. If Statistics Canada changes the form or basis of calculating the CPI the parties shall attempt to determine an appropriate index figure by agreement.

If agreement is not reached, the parties agree to request Statistics Canada to make available for the life of this Agreement, a monthly CPI in its present form calculated on the same basis as the index for May 2003.

APPENDIX V OVERTIME ASSIGNMENT

Concerning overtime assignment, this will confirm that the Company intends to continue the same practice as has been the case over many years.

Generally, the practice is one of offering the weekend overtime to the employee who has performed the job through the week. Should the regular operator be absent when the overtime is offered, the employee performing the relief will be assigned the overtime. Exceptions to this do occur when an employee's absence is of a known duration. ie. away from work on Wednesday or Thursday when the overtime is offered but to be back on Friday and has stated to his Foreman that he wishes to work the weekend.

An employee's absence on Friday will have the effect of cancelling any pre-arranged weekend overtime. The only exception to this will occur when the Friday absence has been pre-arranged and it is clearly understood between the Foreman and the employee that the employee will be available and will work the weekend overtime.

Regarding overtime and vacations, employees who are scheduled for a weeks vacation or more will be allowed to work previous to their scheduled vacation but will not be offered overtime following their vacation period.

In each department, every effort will be made to post the overtime on the bulletin boards by Thursday. As has been the case in the past, the Company would be quite prepared to work at the resolution of complaints on the assignment of overtime prior to the weekend work.

For continuous shift operations, the procedure outlined below shall be followed in distributing overtime to employees:

First, an employee scheduled for an extra day off (EDO) shall be

given the opportunity to work the overtime if it occurs in his department on his shift provided that he is qualified to perform the job.

Second, employees in the same job classification on the overtime cover crew shall be given the opportunity to work the overtime in the order of their seniority provided that he is qualified to perform the job.

Third, any other employee on the overtime cover crew shall be given the opportunity to work the overtime in the order of his seniority provided that he is qualified to perform the job.

In various areas in the plant, certain practices of overtime rotations have been **or** may be developed to the satisfaction of the employees and Management and it is not the intention of this Appendix to disturb those practices.

The Company shall provide the Union with a bi-weekly summary in writing of all overtime worked including the names of the employees who worked, the overtime hours assigned and the premium factor which they received. In addition, the Company shall provide the Union with a summary of each in-kind remedy granted including the name **of** the employee involved, the shift worked and whether the time was scheduled or unscheduled.

APPENDIX VI STUDENTS

The Company may employ students as vacation replacements between April 15 and the Saturday following the Labour Day weekend. The following terms and conditions of employment shall only apply to such students.

Students shall be selected via the following procedure:

1. Children of Alcan employees who possess the appropriate skill, ability and qualifications and have previously been employed by Kingston Works shall be given first consideration. Those applicants with the greatest number of previous full terms of summer employment shall be given an advantage in the hiring process. In the event of more applicants than available positions, then a further advantage shall be given based on the applicant's level of completed post secondary education down to the completion of grade 12.
2. Then, children of Alcan employees who possess the appropriate skill, ability and qualifications and have not previously been employed at Kingston Works shall be given an advantage based on their level of completed post secondary education down to the completion of grade 12.
3. Only one child from an Alcan employee's family will be considered. However, if a further need still exists, then additional children from the same family shall be considered as per the above process.
4. Then, applicants from members of the public shall be considered.
5. Students may only be employed for a maximum of four summers.
6. Only students who are completing educational studies in the spring and are returning to educational studies in the fall can apply for the positions. Proof of registration may be required.

7. If at any stage of the selection process there are more identical applicants than vacancies, then the successful applicants shall be determined by a random draw.

The Union President shall be informed of the number of students to be hired prior to the notice being posted.

All of the collective agreement provisions shall apply to the students with the following exceptions:

1. No students shall be hired or continue working while any employee of Kingston Works is on lay-off and subject to recall rights.

2. Regardless of their employment status, all students shall be terminated no later than the Saturday following the Labour Day weekend and they shall lose all of their service and seniority at that time.

3. Students shall not be classified as probationary employees.

4. Notwithstanding Article 8, students may be terminated without cause.

5. If the Company retains a student after his termination date then he shall be rehired as a probationary employee.

6. The employment of students shall not restrict the hiring of employees, nor shall they restrict the temporary or permanent movement of employees up a line of progression or into dead-end posted jobs. As such, Article 6 shall not apply to them.

7. Students shall **only** perform work in the following classifications:

- Utility Operator
- Packer; or
- Finishing Machine Operator "B".

8. Appendix V, Overtime Assignment, shall apply to students after the appropriate overtime protocol for all employees on shift has been followed.

9. Students shall be paid at Labour Grade One. This rate shall not be adjusted as a result of the work that the student is performing. As such, Articles 10.04 (a)(b)(d) do not apply to them. In addition, they shall not be covered by Article 17, Appendix III or IV, and the Performance Recognition Programme.

10. When the student completes his full term of summer employment, then the Company shall reimburse the student for the cost of his approved prescription safety glasses and approved safety footwear.

11. Students will be allowed the required time for funerals.

12. Notwithstanding the Extra Days Off Letter of Understanding, students shall be paid at appropriate rates for all of their time worked and, as such, they shall not earn E.D.O.s.

APPENDIX VII
12-HOUR CONTINUOUS SHIFT SCHEDULE

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
DAYS	D	C	C	A	A	B	B	B	D	D	C	C	A	A	A	B	B	D	D	C	C	C	A	A	B	B	D	D		
NIGHTS	A	B	B	D	D	C	C	C	A	A	B	B	D	D	D	C	C	A	A	B	B	B	D	D	C	C	A	A		
OFF	C	D	D	C	C	D	D	D	C	C	D	D	C	C	C	D	D	D	C	C	D	D	D	C	C	D	D	C	C	
OFF	B	A	A	B	B	A	A	A	B	B	A	A	B	B	B	A	A	B	B	A	A	B	B	A	A	B	B	B	A	A

APPENDIX VIII LETTERS OF UNDERSTANDING

The following are the Letters of Understanding between the Company and the Union, and are intended for the purpose of information.

2003

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive
Kingston, Ontario
K7K 5V6

Dear Mr. Boyle:

RE: PERFORMANCE RECOGNITION PROGRAMME

This will confirm the continuation of a performance recognition programme for bargaining unit employees. It is understood that the Company will establish the standards and goals of this programme on an annual basis to ensure that they are consistent and in line with the overall objectives of Kingston Works and will provide employees with periodic plant performance updates. Any changes in these standards and goals will be communicated to employees.

Performance recognition payment will be made in February of each year following the measurement year. The pay out will be based on Kingston Works' performance against communicated objectives and will be calculated as a percentage of the production and maintenance bargaining units weighted average rate as at 31 December of the measurement year. The percentage pay out will be in the range of 0 to 6% depending on plant performance, with expected performance resulting in a payment of 4%.

Performance recognition payment will be made to all active employ-

ees, who have successfully completed their probationary period, based on their pro-rated service for the year in question. Probationary employees, as of December 31, who subsequently complete their probationary period in the following year, shall be paid the performance recognition payment based on their pro-rated service for the year in question.

It is understood that the programme shall not be terminated during the term of the collective agreement.

Yours very truly,
E. R. Young,
Human Resources Manager

2003

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive
Kingston, Ontario
K7K 5V6

Dear Mr. Boyle:

RE: TECHNOLOGICAL CHANGE

I write to confirm an agreement reached during negotiations for the 2003 renewal of our Collective Agreement whereby the Company agreed to take certain steps to assist the Union and employees as a result of the introduction of technological change.

The parties agreed that technological change shall be defined as automation as the result of investment in equipment of such a nature as to adversely affect seven (7) or more of the employees in the bargaining unit through lay-off or demotion from their present job classifications or devaluation of their job classifications.

In the event of a proposed introduction of technological change the Company will give the Union and employees directly affected by such change at least four (4) weeks notice of the change. In order to assist employees to properly adapt to the technological change, the Company agrees, whenever practicable, to introduce training programs to be conducted by Company personnel or outside consultants. Such training shall be offered initially to those employees directly affected by the technological change. The parties agree that a trial period may be necessary to assess and observe the practicability of the technological change and that therefore, persons outside of the bargaining unit may be utilized during this period.

As the new equipment becomes operational the classification(s)

involved will be re-evaluated without delay and the Company will make any new rate(s) effective to the date the equipment is de-bugged and operational.

Employees whose jobs are directly modified or eliminated as the result of the introduction of technological change shall be guaranteed their current rate of pay in any new job for a period of thirty-two (32) weeks thereafter, notwithstanding their demotion or transfer to a lesser paying job. Such wage retention shall cease to apply when an employee subject to wage retention refuses to accept promotion, recall or transfer to a job classification higher than that which he holds during the period of wage retention.

In addition to the regular Union-Management meetings which are held on a monthly basis, and in line with the Company objective to improve the level and quality of communication with the work force, the Company proposes to meet regularly with the Union Committee at quarterly intervals for the specific purpose of informing and updating the Union about Works and departmental plans and objectives relative to additions, changes or modifications to processes, equipment and buildings.

Yours very truly,
E. R. Young,
Human Resources Manager

2003

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive
Kingston, Ontario
K7K 5V6

Dear Mr. Boyle:

RE, FORK TRUCK/CRANE

This will confirm our discussions during the 2003 negotiations whereby the Company confirmed that a tradesman shall only use fork trucks and cranes as tools **or** to verify their proper operation.

The above notwithstanding, the Company contends that it **is** not unreasonable nor does it violate the Collective Labour Agreements to temporarily assign a tradesman to the operation of **a** fork truck or crane. Such brief and infrequent assignments are sometimes necessary **for** the efficient performance of a tradesman's duties. This is however to be kept **to** a minimum.

Yours very truly,
E. R. Young,
Human Resources Manager

Mr. P.J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive,
Kingston, Ontario K7K 5V6

Dear Mr. Boyle:

RE: EXTRA DAYS OFF (EDO'S)

This will confirm our discussion during the current negotiations setting out guidelines for the administration of Extra Days Off (EDO's). While the general regulations regarding EDO's are defined in Clause 10.01(b), the administration procedures are as follows:

1. Extra Days Off are designated by the continuous shift schedule and are considered earned on the designated dates.
2. An employee who opts for pay in lieu of the EDO schedule on an annual basis, will be paid at the rate of time and one-half for the 41st hour and at the rate of double time for the 42nd hour for each week in which he works all of his regularly scheduled shifts.
3. An employee who opts for designated EDO's rather than annual pay may take his EDO's as they are earned and designated by the schedule. In addition, an employee may work on his designated EDO's and be paid pursuant to Clause 12.02. Finally, an employee may work on his designated EDO's and may bank the hours at straight time. A designated EDO worked on a paid holiday shall be paid pursuant to Clause 7.12.
4. If an EDO falls within the Christmas shutdown, the EDO will be rescheduled at a time satisfactory to the employee and his Foreman, at which time the provisions of number 3 above shall apply.

5. The maximum amount of banked time shall not exceed seventy-two (72) hours when combined with the paid holiday time bank.
6. The banked time must be taken at a time satisfactory to the employee's Foreman but the employee shall have the opportunity, so far as the scheduling of work permits, to choose his time off.
7. An employee who requests pay from his banked EDO hours will be paid at the rate of time and one-half for all hours withdrawn.
8. Banked time which has been scheduled but not taken because the Company requires the employee to work shall either be returned to the bank or paid at the rate of time and one-half.
9. a) Should an employee resign, be discharged or laid off, all earned or banked EDO's will be paid at the rate of time and one-half to the employee.
b) Should an employee be assigned from a continuous shift schedule to a non-continuous schedule, his earned or banked EDO time, to a maximum of forty (40) hours may be held in the bank. All time over forty (40) hours shall be paid at the rate of time and one-half.
10. The rescheduling of Christmas shutdown EDO's shall not involve any additional cost to the Company.
11. When an employee works his first designated EDO day and banks the hours, the second consecutive designated EDO shall be paid at the rate of double time if it is worked.

Yours very truly,
E.R. Young,
Human Resources Manager

2003

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive
Kingston, Ontario
K7K 5V6

Dear Mr. Boyle:

**RE: STAFF EMPLOYEE TRANSFERRED OUT OF
BARGAINING UNIT**

We write to confirm an agreement reached during negotiations for the 2003 renewal of our Collective Agreement whereby the Company agreed that no staff employee who has transferred out of the USWA bargaining unit will be returned to the USWA bargaining unit during the term of the new Collective Agreement.

Yours very truly,
E. R. Young,
Human Resources Manager

2003

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive
Kingston, Ontario
K7K 5V6

Dear Mr. Boyle:

**RE: TEMPORARY ASSIGNMENT OUTSIDE OF
BARGAINING UNIT**

We write to confirm **an** agreement reached during negotiations for the 2003 renewal of our Collective Agreement relative to section 6.07 of that agreement.

It is agreed that any bargaining unit employee serving **as** a temporary staff, or temporary foreman shall not be so employed for periods of less than **a** full shift, except in the case of an emergency. Whenever an employee **is** assigned outside the bargaining unit, the work centre or dead end job he performed, shall be filled by the overtime procedure. It is further agreed that any bargaining unit employee serving as a temporary foreman **shall** be so employed only in the absence from shift assignment of the regular foreman. If, while serving in such capacity, overtime is scheduled for the bargaining unit and the temporary foreman or staff person would normally have been eligible for such overtime, they will not participate in the overtime opportunities. The only exception **shall** be if they are required to work overtime solely in the capacity of temporary foreman or staff person.

This means that if they are on overtime, **as** a temporary foreman, they shall not be permitted to do production and related work normally performed by bargaining unit employees, and similarly, if they are doing scheduled overtime on production, they shall not act **as** temporary foremen during that overtime shift, except in an emergency.

We understand that it is Company policy that any bargaining unit employee who is temporarily assigned to a position outside of the bargaining unit as described in **6.07** does not have access to or discuss employee personal information (including personal medical information) and any person so assigned will be instructed accordingly. We also understand that it is Company policy that any bargaining unit employee so assigned to a position outside of the bargaining unit **as** described in **6.07** will not have responsibility for the administration of final disciplinary action against a bargaining unit employee, it being understood that such persons may be required to report upon employee conduct and to take interim disciplinary action as directed by the Company at the time with respect to such conduct.

It **is** agreed that the temporary nature of the assignment outlined in **6.07** shall preclude the application of 5.02 (c) on return **to** the bargaining unit.

Yours very truly,
E. R. Young,
Human Resources Manager

2003

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
Greenridge Plaza, 7-105 Sutherland Drive,
Kingston, Ontario K7K 5V6

Dear Mr. Boyle:

RE: UTILITY OPERATOR

For the purpose of implementing the Utility Operator Memorandum of Agreement dated 14 February 2003 and pursuant to its specific terms, the parties agree the employees red circled in their former classifications shall be paid at the following labour grades:

<u>Former Classification</u>	<u>Labour Grade</u>
Packer Co-ordinator	8
Shipper	8
Stacker Crane Operator	7
Material Handler	6
Scrap Handler	4

Yours very truly,
E. R. Young,
Human Resources Manager