

**COLLECTIVE LABOUR AGREEMENT**

Between

**BRACEBRIDGE WORKS**

**ALCAN CABLE  
DIVISION OF ALCAN ALUMINIUM LIMITED**

and

**UNITED STEELWORKERS OF AMERICA, LOCAL 7949**

15 February 1999 - 14 February 2003

**01597 (06)**

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**THIS AGREEMENT** made this 23rd day of February 1999

BETWEEN:

BRACEBRIDGE WORKS

ALCAN CABLE  
DIVISION OF ALCAN ALUMINIUM LIMITED

Hereinafter called the "Company"

and

UNITED STEELWORKERS OF AMERICA, LOCAL 7949

Hereinafter called the "Union"

**COLLECTIVE LABOUR AGREEMENT**

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**Article 1**

**PURPOSE**

- 1.01 The parties agree that it is desirable to establish and maintain fair and equitable wage rates, working conditions, and benefits, and to provide a method for prompt settlement of grievances which may arise during the term of this Agreement, and to this end have agreed to the specific provisions set forth below, which shall supersede all previous agreements and arrangements between the Company, the employees covered hereby, and the Union

**Article 2**

**APPLICATION**

- 2.01 This Agreement shall apply to all the Company's employees whilst employed at Bracebridge Works, save and except Team Coordinators, persons above the rank of Team Coordinator, laboratory personnel, office and sales staff.
- 2.02 Appendices of the Agreement are an integral part thereof, and the provisions of this Agreement and Appendices shall be read and construed together.

- Appendix I - Wage Rates  
Appendix I(a) - Job Classification & Pay Grade  
Appendix II - Overtime Fill Procedure for  
Weekend Work

- 2.03 The Company agrees that Team Coordinators shall not perform work which is normally done by employees in the bargaining unit where qualified employees are reasonably available to do such work

Nothing in this paragraph shall interfere with the normal performance of duties such as carrying out of development and research programs, the necessary instruction of employees including demonstration and training, the inspection and commissioning of equipment, product, or process by such Team Coordinators

### Article 3

#### **UNION RECOGNITION, SECURITY**

- 3.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all employees of the Company whilst employed at Bracebridge Works as set forth in Section 2.01.
- 3.02 The Union may elect from the employees covered hereby, and the Company shall recognize:
- (a) Five (5) Executive Officers of the Bracebridge Works Local,
  - (b) One (1) Steward from the Maintenance Section and

six (6) Stewards from the Production Department, and one of these seven (7) shall be recognized as "Chief Steward",

(c) Three (3) Safety Representatives

It is recognized and agreed that references in this Collective Agreement to "Union President" shall be inclusive of the Alcan Unit Chairperson.

3.03 The Union shall advise the Company in writing of the names of any Union representatives referred to in Section 3.02 as soon as possible after their assuming office.

3.04 The function of the Executive Officers shall be to provide a recognized and direct channel of communications between the Company and the Union on matters affecting their joint or several interest

The Works Manager, and/or his delegates, shall meet with the Executive Officers on a monthly basis.

At such meetings, the Company will discuss with the Union contemplated changes in the plant that may result in job dislocations, how these dislocations may affect employees, and measures to minimize the impact of such changes on employees.

**All** meetings between the Works Manager or his delegate and the Union Executive shall be limited to three (3) employees **as** outlined in Section 3.02 and for the purpose of these meetings, the Chief Steward shall be considered as part of the Union Executive.

- 3.05 The function of a Steward is to assist an employee in presenting a grievance to the Company as set forth in Section 25.02 of this Agreement.

In carrying out his duties as a Steward, he shall continue to perform his regular work in order to maintain efficiency of operations; however, in accordance with this understanding, should he be required to assist an employee in presenting a grievance during working hours, he will not leave his work without first obtaining the permission of his immediate Team Coordinator. It is also understood that a Steward shall not enter another Section without first obtaining the permission of the Team Coordinator of such Section, informing the Team Coordinator as to the personnel involved. Prior to returning to his work in own Section, the Steward will report to his immediate Team Coordinator. The permission of the Team Coordinator shall not be unreasonably withheld.

- 3.06 The function of the Safety Representatives shall be to make recommendations to the Company on accident prevention and the elimination of safety hazards and to assist the Company in developing and carrying out constructive accident prevention activities.

The Safety Committee shall meet every month at which time there shall be a Plant Inspection Tour.

Both parties recognize and understand that all legislation enacted in the Province of Ontario pertaining to safety is to be recognized and followed as a required responsibility of the parties

- 3.07 Those employees specified in Section 3.02 above shall have their earnings maintained for any time lost in the carrying out of their activities as set forth in Sections 3.04, 3.05 and 3.06 above. Maintenance of earnings shall be defined as payment by the Company to the extent of the **loss** of total earnings to each of the employees concerned, for regularly scheduled hours not worked.
- 3.08 Except as otherwise expressly provided in this Agreement, or as authorized by the Company, no person shall solicit membership in the Union or in any other labour organization, distribute Union literature, or engage in any other Union or labour activity on the job or on the Company's premises.
- 3.09 The Union shall be permitted the use of a special Bulletin Board, as provided by the Company, for the posting of non-controversial notices which shall be signed by a member of the Union executive.
- 3.10 New employees will be advised the names of the current Union President and Chief Steward. The names, addresses and telephone numbers (except private/unlisted numbers) of new employees will be forwarded to the Union.



- 3 11 The Company shall deduct such dues from the wages of each such employee and remit them to the International Secretary-Treasurer, United Steelworkers of America, within fourteen days of the relevant pay day as authorized by the Constitution of the United Steelworkers of America
- 3 12 The Union agrees to indemnify the Company and to hold it harmless against any claims which may arise in consequence of the Company's complying with the provisions of Sections 3 10 and 3 11

**Article 4**

**NO DISCRIMINATION**

- 4.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised by either of them or their representatives because of an employee's membership or non-membership in the Union or because of activity in the Union or because of an employee's race, gender, colour, creed, place of origin or age as defined and recognized in the applicable laws of Ontario.

Wherever in this Collective Agreement only the masculine gender is used, it shall be taken to mean either the masculine or the feminine gender.

- N.B.** Upon signing of this agreement, a committee comprised of equal representation shall be formed to establish an internal policy and procedure to deal with and resolve allegations of racial and sexual harassment at Bracebridge Works
- 4.02 There shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, as defined in the Human Rights Code. Alleged violations of the above may be dealt with through the grievance and arbitration procedure of this Agreement.

#### **Article 5**

##### **GUARANTEE OF NO STOPPAGE OF WORK**

- 5.01 The Union undertakes that during the life of this Agreement, there shall be no strike, slowdown, work stoppage, interruption or restriction of production, transportation, or distribution of the Company's products of any kind, and no such interference shall be directly or indirectly authorized, instigated, aided, condoned, or tolerated by the Union. Should such interference occur during the life of this Agreement, the officers of the Union and the Union shall on notification by the Company immediately repudiate any such action whatsoever, by any group or number of employees, and shall declare that any picket line set up in connection therewith is illegal and not binding on the members of the Union. Such repudiation and declaration shall be

communicated to the Company in writing within twenty-four (24) hours after notification by the Company. There shall be no lock-out of employees by the Company during the term of this Agreement.

**Article 6**

**RIGHTS OF MANAGEMENT**

- 6.01 Except as limited by a provision of this Agreement, the Company shall continue to have the undisputed right to take any action it deems appropriate in the management of the Plant and direction of the work force. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company.

These rights, management functions and prerogatives include but are not limited to:

the right to reprimand, suspend, discharge, or otherwise discipline employees for just cause; hire, direct, promote, retire, demote, transfer, lay off, and recall employees to work; determine the requirements of a job, labour standards, the qualifications of an employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of employees; close down the plant or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service; control and

regulate the use of machinery, equipment, and other property of the Company; to sub-contract work, determine the products to be manufactured, the schedules of production, the assignment of work, the size and composition of the work force, make or change rules, policies and practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, production, maintenance, services and distribution methods, materials, machinery and equipment, and otherwise generally manage the Plant, direct the work force, and establish terms and conditions of employment, except **as** expressly modified or restricted by a specific provision of this Agreement.

The Company's non-exercise of any right or function shall not be deemed a waiver of its right to exercise such right or function.

- 6.02 The Company shall not contract out **work** which is normally performed by employees in the bargaining unit where such work in itself would result in a lay-off of bargaining unit employees or prevent the re-call of a bargaining unit employee. This clause will not affect work contracts already in progress, or already agreed to.

**Article 7**

**SAFETY**

- 7.01 It is the Company's responsibility to make adequate and reasonable provision for the safety and health of its employees during the hours of their employment. It is the Company's intention that high standards of safety and health be maintained.
- 7.02 The Company undertakes to supply goggles, hard hats, insulated gloves, safety lenses and safety shoes where necessary for the safety of employees.

The Company undertakes to supply outdoor coats for those employees normally scheduled to work inside who are assigned a temporary job outdoors.

Newly hired (probationary) employees are required to provide their own safety footwear and prescription safety lenses. Upon completion of the probationary period they are eligible to apply for reimbursement with proof of purchase since hire.

**Article 8**

**HOURS OF WORK**

8.01 The hours of work for an employee covered hereby shall consist of not more than eight (8) hours in a day and not more than forty (40) hours during a calendar **week** from Sunday midnight to the following Sunday midnight. The above shall not be construed as a guarantee of any minimum number of hours. The normal starting and stopping times shall be as follows:

When on a five-day operation Monday to Friday inclusive:

(a) Continuous three shift operations:

- 12:00 midnight Sunday to 8:00 a.m. Friday  
(Night)
- 8:00 a.m. Monday to 4:00 p.m. Friday  
(Day)
- 4:00 p.m. Monday to 12:00 midnight Friday  
(Afternoon)

(b) Non-continuous two shift operations:

- 12:00 midnight Sunday to 8:00 a.m. Friday  
(Night)
- 8:00 a.m. Monday to 4:30 p.m. Friday  
(Day)
- or -
- 7:30 a.m. Monday to 4:00 p.m. Friday  
(Day)
- 4:00 p.m. Monday to 12:00 midnight Friday  
(Afternoon)

(c) Steady day shift

8 00 a m Monday to 4 30 p m Friday

8 02 In addition to the hours of work provided under Section 8.01, the Company may also implement a normal shift schedule containing twelve-hour shifts for the seven-day Continuous Operations Roster, and the following special provisions shall apply:

- (i) The work week for twelve-hour shifts shall commence and end at 8:00 a.m. Sunday.
- (ii) All normally scheduled hours shall be worked at the employee's basic hourly wage rate.
- (iii) An employee working such a twelve (12) hour shift will take an additional paid meal break of twenty (20) minutes commencing at the 4<sup>th</sup> hour prior to the completion of the shift.
- (iv) The Company shall endeavour to keep overtime to a minimum and request it on a voluntary basis. Should there not be sufficient well qualified volunteers, the Company may designate and require an employee working on a twelve-hour shift schedule to work one four-hour period beyond his regular scheduled shift and one twelve-hour period on an off-day in a two week period.
- (v) Should an employee be required to change shifts on the twelve-hour shift schedule, he shall have a minimum lapse of twenty-four hours between

schedules. The new twelve-hour shift schedule to which such employee has been transferred shall be considered his new normal shift schedule. Over-time rates will be paid for the hours worked in excess of his normally scheduled hours for the pay period in which the change occurs.

An employee reporting for such a twelve-hour shift shall be guaranteed six hours pay or six hours work under the provisions of Section 12.01.

- (vi) No work shall be scheduled on Works Holidays. Employees shall be paid twelve hours at their regular basic hourly rate for the Works Holidays. For the purpose of paying holiday pay for Works Holidays, the day shall be considered to start at 8:00 p.m. on the day prior until 8:00 p.m. of the holiday.
- (vii) Vacations **shall** be granted consecutive to days off, at a mutually satisfactory time. Three consecutive days of regular scheduled work shall constitute the equivalent of one week holidays, except where an employee takes two consecutive weeks vacation then seven (7) consecutive days of regular scheduled work shall constitute the equivalent of two weeks holidays.
- (viii) Shift premiums and overtime rates shall not be paid to an employee working 12 hour shifts, but he shall be eligible to receive a Continuous Operations Premium as set forth in Article 22



(ix) Time intervals specified in Article 25 shall be exclusive of the employee's normally scheduled days off

(x) The three days waiting period set forth in Section 20.01 shall be deemed to have occurred after such an employee has missed twenty-four (24) of his normally scheduled hours

- 8.03 The normal starting and stopping times of such employees may be advanced or retarded at the discretion of the Company not more than two hours for any section or set of operations, which shall not be considered as a change in the employee's normal shift schedule. Where a particular job requires more than a normal shift's work, this clause (8.03) will not be used to avoid the payment of overtime rates
- 8.04 Non-Continuous Day Shift and Steady Day Shift employees shall have an unpaid lunch period of thirty (30) minutes off the job which, subject to emergencies, shall be at 12 o'clock. Continuous shift employees and non-continuous night and afternoon shift employees shall have a paid lunch period of twenty (20) minutes off the job which, subject to emergencies, shall be at 4:00 a.m., 12 noon, and 8:00 p.m., as applicable.
- 8.05 Should an employee be required by the Company to change his normal shift schedule, as posted on Thursday 12.01 a.m., on less than 48 hours notice, he shall be paid a Short Notice Premium of one-half his basic hourly wage rate for all hours worked on the first shift of the new schedule. Such 48

hours notice shall be calculated from the time the employee commences work on the new shift schedule

Such 48 hours notice shall be exclusive of Saturdays, Sundays, and Works Holidays

However, such payment of Short Notice Premium shall not apply in addition to the Short Rest Premium set forth in Section 8.06, or when the change is due to'

- (a) the demotion, or transfer in lieu of lay-off, of the employee, or
- (b) a return to the employee's previous normal shift schedule within 14 **days** after such a change.

If an employee is absent from work **when** notice *of* change of the normal shift schedule would normally be given, and the employee consequently received **Jess** than 48 hours notice, the payment of the Short-Notice Premium for lack of such notice shall not apply. In such circumstance, the Company shall endeavour to reach the employee by telephone at his number recorded with the Company.

- 8.06 Should an employee be required by the Company to change his normal shift schedule with the result that he works the first **shift** on the new schedule consecutive to, or with less than a 14-hour lapse between his previous normal shift, he shall be paid a Short-Rest Premium of one-half his basic hourly wage rate for all hours worked on such first shift. However, payment of the Short-Rest Premium shall *not* apply **when** the change is due to demotion or transfer in lieu

of lay-off of **the** employee, nor shall it apply in addition to the Short-Notice Premium set forth in Section 8 05

- 8 07 Should an employee be required to work on a seven-day Continuous Operations Roster, he shall be given notice of such change from his normal shift schedule at least seven calendar days in advance

In the event that less than seven days notice can be given, each hour worked during the notice period will be paid at one and one-half times the employee's regular wage rate

- 8 08 The Company shall post the normal shift schedules for plant employees no later than 12 01 a m Thursday of each week for the following week

### **Article 9**

#### **OVERTIME**

- 9.01 Overtime work shall be defined as work performed outside of an employee's normally scheduled shift on a scheduled working day, or on a day other than an employee's normally scheduled working day. Overtime requirement lists will be posted at the Guard Station not later than Wednesday, 4:00 p.m. of each week.
- 9.02 (a) The Company shall endeavour to keep overtime work to a minimum and to request it on a voluntary basis. Should there not be sufficient well qualified

volunteers, the Company may designate and require junior qualified employees to do such work.

- (b) Overtime hours, once agreed to by an employee, form part of that employee's schedule. Subsequent cancellation of the overtime by the Company with less than twenty-four hours notice shall entitle the employee to four hours payment at time and one-half his regular rate except where cancellation is due to equipment failure, accident, fire, storm, flood or other event beyond the normal control of the Company.
- 9.03 The Company shall endeavour in good faith to make an equitable distribution of overtime among the employees who would normally perform such work, but this provision shall not be deemed to effect equal distribution of overtime. (See Appendix II)
- 9.04 An employee shall be paid one and one-half times his basic hourly wage rate for all overtime hours worked **at** the request of the Company, between Monday to Saturday inclusive, and two times his regular hourly rate for time worked on Sunday, unless this is part of a regularly scheduled shift.
- 9.05 An employee will not be paid the overtime rate if the overtime hours are worked at his request for some personal reasons to replace normal hours not worked.
- 9.06 There shall **be** no pyramiding of overtime rates nor shall any other premium be paid (except shift premium at regular time rates) for work that qualifies for the overtime rate. Should

two or more clauses qualify any hours worked for the overtime rate, it shall be paid only once

9.07 Any employee

- (a) who works more than two hours overtime following his normal shift, or
- (b) who is called in to the plant for overtime work with less than two hours notice and who works more than four hours overtime,

shall be granted a paid meal interval of 20 minutes, and a meal allowance of \$5.00.

#### **Article 10**

##### **SENIORITY: APPLICATION, CALCULATION**

- 10.01 (a) Subject to Section 10.02 and 10.03, seniority shall apply in cases involving the promotion, demotion, transfer, lay-off and recall of employees to regular job openings, provided the employee has the physical fitness, skills, competence, efficiency or qualifications to do the job concerned.
- (b) An employee demoted due to lack of work in his classification may displace a junior employee of his choosing in a previously bid job which the employee has previously performed satisfactorily.

- 10.02 (a) Seniority shall not apply in cases involving the promotion of employees to positions outside the bargaining unit
- (b) Employees leaving the bargaining unit may return to the bargaining unit with service only as set out in 10.07(d) of this collective agreement.

10.03 All vacancies for regular jobs that are subject to posting as set forth in Appendix I(a) shall be posted for four (4) working days exclusive of Saturdays, Sundays, Works Holidays and summer shutdown. Employees wishing to transfer into such vacancies must apply to the Administration Office within the posting period for their application to be considered.

Notwithstanding the provisions of Section 10.01, the Company may refuse a transfer to a probationary employee or to an employee who has successfully bid on another job posting dated less than six (6) months prior to the current application.

The name of the successful applicant shall be posted within ten (10) working days.

**Note:** It is agreed that "assigned" job is one and the same status as "posted position" and the application is retroactive to an employee's original (first) employment date.

- 10.03 (a) An employee prior to leaving on vacation may indicate in writing to his department Union Steward,

his/her interest in a **job** anywhere in the Plant in the event that position becomes vacant and is posted during his/her vacation period, and, if successful, the employee shall be required to accept the position

10.04 An employee shall not be deemed to have seniority until he has been continuously employed by the Company for three months. When an employee has completed his probationary period he shall become a regular employee and be credited with the appropriate three months continuous service. The dismissal of a probationary employee shall be subject to Section 43.1(2) of the Ontario Labour Relations Act.

10.05 Regular job openings are defined as all jobs exceeding forty-five (45) calendar days duration. Temporary job openings are of less than forty-five (45) calendar days duration, except where an employee is substituting for an hourly or salaried employee absent on annual vacation, or L.O.A. or because of illness or injury or because of training. Such substitution for an hourly or salaried employee shall be limited to twelve (12) months.

Employees promoted, transferred, recalled or employed on a temporary basis, as set forth above, shall acquire no rights over employees already assigned to an occupation on a regular basis by reason of skills gained during a temporary assignment.

10.06 Seniority shall be defined as the length of an employee's continuous service with the Company expressed in years and days.

- 10.07 An employee shall accumulate his continuous service under the following conditions
- (a) During a period of lay-off not in excess of twelve (12) months, except that for employees with continuous service in excess of ten years maintenance will be for a further six (6) months. At the expiry of such period the employee shall lose his continuous service.
  - (b) During an absence due to industrial illness or injury to a maximum of twenty-four (24) months and then maintained after.
  - (c) During an absence due to illness or injury established to the satisfaction of the Company to a maximum of twelve (12) months and then maintained after.
  - (d) Where an individual has left a position within the bargaining unit for a position outside the bargaining unit but with the Company, except that from 16 August 1982 or from a later date of leaving the bargaining unit, such maintained continuous service will be lost after twelve (12) months.
  - (e) During a leave of absence for a maximum of twelve (12) months to serve as a Union official as requested by the Union as per Article 18.02.
  - (f) During a leave of absence granted under Section 18.01 for a period up to and including the first sixty (60) days after which it shall only be maintained for the balance of the leave period. In cases of compassionate leave extensions will be considered



- 10.08 An employee shall lose his accumulated continuous service for any of the following reasons
- (a) If the employee quits the employ of the Company
  - (b) If the employee is discharged for just cause and such discharge is not reversed through the grievance procedure.
  - (c) If a laid-off employee, on being notified to report for work, fails to report for work within seven calendar days, or within such additional period as may be granted by the Company. Notification will be by telephone, or, if no contact is made, by registered mail to the last address on record at the Company. Such an employee shall be considered a new employee if subsequently rehired.
  - (d) If an employee is absent for seven calendar days without notifying the Company, unless it can be established to the satisfaction of the Company that he was prevented from notifying the Company for reasons beyond his control. Such an employee may be considered a new employee if subsequently rehired.
- 10.09 In any case of lay-off from the plant, except temporary lay-offs of less than one week, the Company shall give a minimum of five working days notice of lay-off. Should it be impractical to operate the plant due to acts of God such as fire, storm, flood, etc., the above provision does not apply.

- 10.10 The Company shall make available to employees a plant-wide seniority list which shall be revised every six months. The Company shall also supply a copy to the Union.
- 10.11 Where a reduction of employees is required, by the Company, within a classification, those employees who have sufficient seniority to displace another employee within the classification shall be trained and shall displace the junior employee within the classification.
- 10.12 Where it is necessary to temporarily transfer an employee within the function of his classification, such employee shall be reinstated to that function from which he was transferred when such function becomes available for performance except where the Company cannot immediately obtain a qualified replacement within a short time frame.

**Article 11**

**TEMPORARY ASSIGNMENTS**

- 11.01 Should an employee, to meet the wishes of the Company, be temporarily assigned to a job carrying a lower rate of pay than his regular job, while work is still available for him at his regular job, he shall be paid the rate for his regular job whilst working at the lower-rated job.
- 11.02 Should an employee, as an alternative to layoff, or because of a shortage of work at his regular job which is

expected to be in excess of one week, be transferred or temporarily assigned to a job carrying a lower rate of pay than his regular job, he shall maintain his regular rate for the balance of the shift plus two additional shifts, and he shall be paid the top rate for the job to which he has been transferred or temporarily assigned effective his third full shift on the new job

- 11.03 Should an employee be temporarily assigned to a job carrying a higher rate of pay than his regular job, he shall be paid the top rate for the job to which he has been transferred for all hours worked throughout the duration of the temporary assignment, provided that the temporary assignment is for a period in excess of four (4) hours.
- 11.04 Should an employee, because of a medically confirmed injury, illness, mental or physical condition, be transferred or temporarily assigned to a job which carries a lower rate of pay than his regular job, as an alternative to lay-off, the employee shall be paid the rate for the job to which he has been transferred or temporarily assigned, effective his first full shift on the new job.

**Article 12**

**REPORTING-IN PAY**

- 12.01 Upon reporting for work, an employee not previously notified of a cessation of work on his shift shall be guaranteed payment of four hours work or four hours pay at his base hourly rate. However, an employee who has

been absent from work must assume the responsibility for ascertaining from the Company if work is available before returning

Should it be impractical to operate the plant due to acts of God such as fire, storm, flood, etc, the above provision does not apply

**Article 13**

**CALL-IN PAY**

- 13.01 Should an employee be called in after he has left the plant property to work outside of his normally scheduled hours of work, he shall be paid, notwithstanding Sections 9.01 and 9.04, a minimum of four hours pay at one and one-half times his basic hourly wage rate.

If called in on a Sunday, an employee shall be paid a minimum of six hours at his basic wage rate, plus double time for any time worked in excess of three hours.

- 13.02 An employee engaged in maintenance work may qualify for a second "call-in" if, after arriving at the plant, further work arises that requires him to remain at the plant.

Any Maintenance employee called in who works between the hours of 0200 and 0600 shall be entitled to six hours away from the plant before returning to his regularly scheduled work without being considered either late or absent on that day.

Where a maintenance employee is asked and accepts to perform maintenance work at the Plant, and the appropriate parts are not available for immediate work, the employee shall be permitted to leave the premises and return by way of a call-in when the parts arrive

**Article 14**

**JURY, WITNESS, PAY**

- 14.01 A regular employee who is required to serve as a juror, or as a subpoenaed witness in any case but his own, shall be paid the difference between the amount he received for rendering such service, not including expenses, and the amount of pay he would have earned working for the Company on his normal shift schedule exclusive of any overtime pay, provided that he reports for work on days or parts of days that he is not required to serve or report to the courtroom.

**Article 15**

**BEREAVEMENT LEAVE, PAY**

- 15.01 Upon the death of a regular employee's spouse, son, daughter, mother, father, sister, brother, grandchild, mother-in-law, father-in-law, the employee shall be granted three days leave with pay for all normal hours scheduled, including the day of the funeral

- 15.02 Upon the death of a regular employee's grandfather, grandmother, brother-in-law, or sister-in-law, the employee shall be granted one day memorial leave with pay.

**Article 16**

**WORKS HOLIDAYS**

- 16.01 The following days shall be recognized as paid Works Holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday (August)	
Labour Day	

Additionally, between Boxing Day and New Year's Day, extra paid days off an employee's regular schedule will be allowed to permit a complete "Christmas Shutdown."

- a) In most years this will provide a break with 48 paid hours for 8-hour crews and 72 paid hours for 12-hour crews; or
- b) In years where Christmas Day falls on a Saturday or Sunday, the break will provide 40 paid hours for 8-hour crews and 60 paid hours for 12-hour crews.

Following shutdowns with Christmas Day on a Saturday, crews will return to work as follows

8-hour crew - start at 2359 hours, Sunday - 2 January;  
12-hour crew - start at 2000 hours, Sunday - 2 January

When Christmas Day falls on a Sunday, crews will return to work as follows:

8-hour crew - start at 2359 hours, Sunday, 1 January;  
12-hour crew - start at 2000 hours, Sunday, 1 January

- 16.02 For each of these Works Holidays, the Company shall pay to an employee an amount equal to eight times his basic hourly wage rate, provided that he is not receiving disability benefit, and provided that he shall have worked the last normal shift to which he was assigned before the Holiday and the first normal shift to which he is assigned after the Holiday, unless he was unable to work such shifts because of a medically confirmed illness or unless he received prior permission from his Team Coordinator to be absent on such shifts.
- 16.03 Should an employee be required to work on any one of the Works Holidays, he shall be paid for work performed on that day at two times his basic hourly wage rate in addition to his Works Holiday pay as set forth in Section 16.02.
- 16.04 Should one or more of the paid Works Holidays specified in Section 16.01 fall within an employee's vacation, he shall be given equivalent time off with pay for each such Holiday. He shall be paid for each such day an amount equal to eight times his basic hourly wage rate.

Article 17

VACATIONS

- 17.01 Except for Summer Shutdown, all vacations must be taken at a mutually satisfactory time, and will be arranged, where practical, in accordance with the expressed preference of the employee
- Insofar as it is reasonably possible for the Company to predict its summer shutdown, such information shall be conveyed to the employees by January 31 of the year in question.
- 17.02 Vacations earned prior to May 1 must be taken during the twelve month period following the anniversary date of May 1 of each year.
- 17.03 Subject to the provisions set forth below in Sections 17.04, 17.05 and 17.06, an employee shall be granted a vacation with pay according to the length of his continuous service with the Company on the anniversary date of May 1 of each year.
- 17.04 (a) An employee having less than one year's service on May 1 shall receive vacation pay in the amount of 4% of his earnings in the pay periods ending with that containing May 1 of that year or regular pay for the number of days shown in the table, whichever is greater. Such employee shall be granted vacation with time off in accordance with the following table:



Hired Between	Vacation Accrued <u>On May 1 Next</u>
1 May & 15 July	10 Working Days
Hired by 15 August	9 Working Days
Hired by 15 September	8 Working Days
Hired by 15 October	7 Working Days
Hired by 15 November	6 Working Days
Hired by 15 December	5 Working Days
Hired by 15 January	4 Working Days
Hired by 15 February	3 Working Days
Hired by 15 March	2 Working Days
Hired by 15 April	1 Working Day

An employee having less than one year's service on May 1 who quits the employ of the Company or is discharged for just cause and such discharge is not reversed through the grievance procedure, shall receive vacation pay in accordance with the Employment Standards Act

17 04 (b) An employee having completed X years' service by May 1 shall receive vacation pay in the amount of Y per cent of his earnings for the period May 1 to April 30 of the 12 months period just concluded. Such an employee shall be granted vacation with time off in the amount of Z weeks according to the table below

<u>X</u>	<u>Y</u>	<u>Z</u>
<u>Completed</u> <u>Years</u> <u>of Service</u>	<u>% of</u> <u>Earnings</u>	<u>Calendar</u> <u>Weeks</u> <u>Earned</u>
1	4%	2
4	6%	3
10	8%	4
18	10%	5
25	12%	6

- 17.05 Vacation pay shall be paid to an employee on his last pay date immediately prior to his starting on vacation.
- 17.06 An employee who quits without notice, or who may be terminated by the Company, shall be paid vacation pay according to the statutory requirements for vacation pay in Ontario.

### **Article 18**

#### **LEAVES OF ABSENCE**

- 18.01 Any regular employee may submit an application for compassionate or other leave of absence without pay. The Company shall give any such application due consideration based on the merits of each individual case. All leaves so requested and granted in excess of 14

calendar days shall be set forth in writing. An employee may appeal the decision of his team coordinator to the Works Manager. The Company's decision with respect to each case shall be final.

- 18.02 The Union may request a leave of absence for employees to act in their capacity as Union officials. Such leave shall be for a maximum of five employees for local Union meetings and for a maximum of three employees for all other Union leaves. Such a request shall be given to the Company in writing at least one week in advance of the requested leave. The Company shall not unreasonably withhold permission subject to the needs of plant operations. The Company shall respond within twenty-four (24) hours.

### **Article 19**

#### **MEDICAL, HOSPITAL INSURANCE**

- 19.01 Every regular employee covered hereby shall be eligible for Company payment of the premium for the Ontario Health Insurance Plan, the Blue Cross Extended Health Care and Hospital Supplement Plan, and the Blue Cross Dental Care Plan<sup>7</sup> arranged by the Company with the underwriter.
- 19.02 Premiums shall be remitted directly to the appropriate carrier or government agency. The Company shall make no contributions towards premiums in arrears, nor *on* behalf of an employee not actively working, except that

should an employee be absent due to sickness or injury the Company shall continue the payment of such premiums for a period of nine (9) months plus the equivalent of an additional two (2) weeks per each year of service It shall therefore be the sole responsibility of such an employee to maintain his coverage by paying directly the total amount of the applicable premiums

- 19.03 Effective February 14, 1998, the Company shall implement an optical benefit plan which shall provide the employee, spouse and dependent children a benefit of up to \$100.00 each, over two (2) calendar years for the purchase of regular prescription glasses or contact lenses when purchased on the written prescription of a medical Doctor or Optometrist

**Article 20**

**DISABILITY BENEFIT PLAN**

- 20.01 Any employee covered hereby, who has completed three months employment with the Company, and who is absent from work due to illness or injury established to the satisfaction of the Company and who is not in receipt of benefits from the Worker's Compensation Board of Ontario, shall receive the following weekly benefits during such absence:

70% of his average weekly earnings in the 20 weeks immediately prior to his absence for a period of twenty-six (26) weeks beginning:

- (a) on the first day of absence resulting from accidental injury or
- (b) on the first day of absence resulting from medical or surgical treatment of an illness or injury at a recognized hospital
- (c) otherwise on the fourth day of absence

**Note:** It is agreed that only a person receiving medication at the hospital, medication which prevents the employee from returning to work, will be considered as grounds for invoking article 20 01 (b). It is also agreed that a note from the employee's Doctor confirming that the medication prevented the employee from returning to work can be requested by the Production Managers.

- 20 02 In consideration of the above level of benefits, it is agreed that the employees' share of any refund that may be receivable from the Unemployment Insurance Commission shall be transferred to the Company and applied against the cost of benefits.
- 20.03 A qualified employee on Short-Term Disability who is unable to return to work following twenty-six (26) benefit weeks shall be eligible to apply and if qualified, to receive the Long-Term Disability Plan arranged by the Company with the Underwriter.
- 20 04 Employees returning to work from an absence due to disabling illness or injury shall provide medical certification

of their fitness to do the work before resumption of work.  
The Company will bear the cost of all such doctor's notes  
when requested by the Company

Article 21

SHIFT PREMIUM

21.01 A premium of seventy (70¢) per hour shall be paid to an employee who is assigned to and works on the first or night shift, and a premium of sixty cents (60¢) per hour shall be paid to an employee who is assigned to and works on the third or afternoon shift.

Effective February 15, 2000 shift premium to be increased to seventy-five cents (75¢) per hour to the first or night shift.

Effective February 15, 2001 shift premium to be increased to eighty cents (80¢) per hour to the first or night shift.

Effective February 15, 2002 shift premium to be increased to ninety cents (90¢) and sixty-five (65¢) per hour to the first or night shift and third or afternoon shift respectively.

Shift premiums shall apply to overtime work but not to continuous operations hours worked before or after the seven day notice period.

Article 22

**CONTINUOUS OPERATIONS PREMIUM**

- 22.01 An employee who is scheduled to work on a seven-day continuous Operations Roster shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all scheduled hours worked. This premium is payable in addition to any short-notice or short-rest premiums that an employee may be eligible to receive.

Article 23

**WAGES**

- 23.01 The Company shall pay the basic hourly wage rates set forth in Appendix I of this Agreement.
- 23.02 If an employee applies for a job opening where the rate is lower than his current rate, he shall be paid the rate of the new job.
- 23.03 Each Electrician, Electronics Technician, Tool/Die/Mechanic and Mechanic shall be entitled to an allowance of up to Three Hundred Dollars (\$300.00) towards the purchase of new and replacement tools for each twelve month period covered by the collective agreement, provided that the employee furnishes proof of such purchase to the Company and uses the tool(s) on company

premises (unless otherwise approved by the Maintenance Manager)

(It is understood that it is the responsibility of each of the above to maintain their tools in proper condition to do the work assigned)

**Article 24**

**COST-OF-LIVING ALLOWANCE**

- 24.00 All of Article 24 is inoperative for the term of this agreement.
- 24.01 Effective 15 August 1980 and for the remainder of the life of this Collective Agreement each employee shall receive a cost-of-living allowance (COLA).
- 24.02 The cost-of-living allowance shall be based on the Consumer Price Index for Canada (all items - base 1971 = 100) published by Statistics Canada (hereinafter referred to as CPI).
- 24.03 The cost-of-living allowance shall be equal to one cent (1¢) for each 0.30 point rise in the CPI as hereinafter determined, adjusted downward to the nearest tenth of a cent.
- 24.04 The cost-of-living allowance shall only be paid for the actual hours worked within the basic 40 hour weekly wage, and shall be considered an "add-on" in that it shall not be



used in the calculation of overtime rates, vacation and Works Holiday pay, or in the calculation of any pay allowance or benefit provided for in this Collective Agreement

- 24.05 Adjustment to the cost-of-living allowance shall be made as follows
- (a) The COLA payable from 15 August 1980 to 14 November 1980 shall be determined by the difference between the CPI for 1 September 1980 and the CPI for 1 December 1980
  - (b) The COLA payable from 15 November 1980 to 14 February 1981 shall be the sum of the COLA from the previous quarter and the COLA determined by the difference between the CPI for 1 December 1980 and the CPI for 1 March 1981.
  - (c) The COLA payable from 15 February 1981 to 14 May 1981 shall be the sum of the COLA from the previous quarter and the COLA determined by the difference between the CPI for 1 March 1981 and the CPI for 1 June 1981.
  - (d) The COLA payable from 15 May 1981 to 14 August 1981 shall be the sum of the COLA from the previous quarter and the COLA determined by the difference between the CPI for 1 June 1981 and the CPI for 1 September 1981.
- 24.06 In the event that Statistics Canada does not issue the CPI on or before the beginning of periods referred to in Clause

24.05, 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.

- 24.07 The parties to this Agreement agree that the continuance of the cost-of-living allowance will depend upon availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for 15 August 1980. 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 15 August 1980.

- 24.08 Notwithstanding the foregoing, during the period from 15 August 1980 to 14 August 1981, the COLA payable shall not exceed a maximum of 32¢ per hour.

### **Article 25**

#### **GRIEVANCE PROCEDURE**

- 25.01 A grievance shall be defined as, and limited to, a difference between the parties arising from the

interpretation, application, administration, or alleged violation of a provision of this Agreement that, by reason of such violation, one party has been adversely affected. All grievances shall be finally and conclusively settled as set forth in this Article and Article 26, Arbitration, without slow-down or stoppage of work. Both the Company and the Union shall make an earnest effort to promptly settle the grievance of any employee through the steps listed below. A grievance which fails to properly identify the specific clause allegedly violated shall not be disqualified from the grievance or arbitration procedure.

25.02 Step One

Such employee must first submit his grievance in writing to his Team Coordinator within five days of the incident giving rise to the grievance, stating the following as clearly as possible:

The exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the employee who claims to be aggrieved, the specific section of this Agreement that the employee claims the Company has violated, and the remedy he seeks.

In any discussion with the Team Coordinator at this step, the employee shall be accompanied by the Shop Steward. The Team Coordinator shall give his answer to the employee in writing within three days of receiving the written grievance. A copy of the answer shall be sent to the Union.

Step Two

Should the decision of the Team Coordinator not be satisfactory to the employee, he shall submit the written grievance to the Team Manager, accompanied by his Shop Steward, within three days. The Team Manager shall give his answer in writing to the employee within five (5) days. A copy of the answer shall be sent to the Union.

Step Three

Should the decision of the Team Manager not be satisfactory to the employee, he shall submit the written grievance to the Works Manager within four days. The meeting between his Shop Steward and Union President or Chief Steward and the Works Manager shall be held within seven days following receipt of the grievance. At this meeting a representative of the International Union may be present if requested by either party. The Works Manager shall give his answer to the employee in writing within ten days after the meeting. A copy of the answer shall be sent to the Union.

- 25.03 All the time intervals mentioned in this Article are exclusive of Saturday, Sunday, and Works Holidays. If a grievance is not processed in accordance with the time limits set forth in this Article, it shall be considered to be abandoned. Should the Company fail to observe the time limits specified, the grievance shall be automatically advanced to the next step. The time limits set forth in this Article may be extended by mutual agreement, provided that such

extension for any one grievance shall not be a precedent or waiver of the time limits for any subsequent grievances

No claim for compensation shall be retroactive for more than twenty days prior to the date of filing of the grievance, except in cases where a clerical error has been made by the Company in calculating rates of pay or payroll deductions

- 25.04 Any difference arising directly between the Union and the Company as to the application, interpretation or alleged violation of this Agreement may be submitted in writing by either party to the other at Step Three.
- 25.05 When three (3) or more employees have grievances and such grievances are alike, they may be handled as a group grievance. Employees to a group grievance shall be represented by not more than two (2) of the grievors who shall be selected by the Union.
- 25.06 A claim by an employee that he has been terminated without just cause shall be treated as a special grievance if lodged in writing within four days after termination. The grievance shall by-pass Step One and Two, proceeding directly to Step Three. Such a special grievance may be settled by confirming the Company's decision in discharging 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 arbitrator or the Board of Arbitration as the case may be.
- 25.07 Where a counselling or disciplinary meeting is to take place between a Team Coordinator and a bargaining unit

employee and such meeting shall result in a written disciplinary notation, then such meeting shall take place in the presence of a Union Steward

**Article 26**

**ARBITRATION**

26.01 Grievances which have been processed through the full grievance procedure (Article 25) and which involve the interpretation, application, or administration of this Agreement, including any question as to whether the matter is arbitrable, may be submitted to arbitration by either party to this Agreement.

The party making application for arbitration shall notify the other party in writing within fourteen calendar days after the day upon which the other party has rendered its decision. The notice shall contain the name of the first party's appointee to an Arbitration Board.

26.02 The recipient of the notice shall within five days advise the other party of the name of its appointee to the Arbitration Board. The **two** appointees so selected shall within ten 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 appointee or if the **two** appointees fail to agree upon a Chairman within the time limit stated herein, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 26.03 Unless otherwise mutually agreed to by the parties, the submission under Step Three to Arbitration procedure shall be based on the original written grievance submitted under Step One or Step Three of the grievance procedure. This shall not, however, prevent the Company or the Union from introducing new evidence or referring to other sections of the Collective Agreement which are relevant to the grievance or amending the settlement requested.
- 26.04 Except by mutual consent of the parties, no person who either directly or indirectly has any interest in a grievance submitted to arbitration pursuant to the provisions of the Article, or any person acting or who has acted in the capacity of solicitor, legal advisor, counsel or agent of either party within a period of six months immediately preceding the date when the grievance was first brought to the attention of the other party shall be selected or appointed as Chairman of the Board of Arbitration.
- 26.05 Either the Chairman of the Arbitration Board or the Company or the Union may call any employee as a witness, and the Company agrees to release said witness from work if he is on duty. If an employee witness is called by the Company, the Company will reimburse him for time lost; if called by the Union, the Union will pay the expenses; if called by the Chairman of the Board, the Company and the Union will share the expense equally.
- 26.06 The Board of Arbitration shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as alleged by

one of the parties. The decision of the Board shall be based solely upon the evidence presented at the hearing by the respective parties in the presence of each other and arguments arising from that evidence. Only those management rights which have been modified by the terms of this Agreement are subject to the provisions of this Article.

- 26.07 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision in writing within thirty days to each of the parties. This decision shall be final and binding upon the parties, and any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

The decision of the Arbitration Board shall include a direction to the parties to do, or abstain from doing, anything necessary or appropriate to give effect to the true intent and meaning of the decision.

- 26.08 All fees and expenses of the Arbitrator, including the cost of the place of the meeting shall be shared equally by the Company and the Union. Each party shall bear the expenses of the presentation of its own case.

- 26.09 Where the parties mutually agree, the above mentioned "Board of Arbitration" shall be replaced by a Single Arbitrator to be selected in rotation from the following panel:

1. Joseph Samuels
2. Ian Springate
3. (to be named)





**Article 27**

**DURATION OF AGREEMENT**

- 27.01 This Agreement shall supersede all previous agreements and arrangements between the Company, the employees covered hereby, and the Union and shall become effective on the 23rd day of February, 1999 and shall remain in force to, and including the 14th day of February 2003. Thereafter, it shall renew itself automatically from year to year unless written notice to amend or terminate this agreement is given by either or both parties not more than ninety days prior to any automatic renewal date.
  
- 27.02 Following notice of intention by either party to amend this Agreement, the parties shall meet within fifteen days from the giving of notice and they shall bargain in good faith and make every reasonable effort to conclude a Collective Agreement. When the above procedure has been followed and the parties are unable to agree, either party may then invoke the provisions of the Labour Relations Act of Ontario.

\*\*\*\*\*

APPENDIX 1

Labour Grade	Feb. 15/99 to Feb. 14/00	Feb. 15/00 to Feb. 14/01	Feb. 15/01 to Feb. 14/02	Feb. 15/02 to Feb. 14/03
1	\$16.03	\$16.51	\$17.01	\$17.60
2	\$16.37	\$16.86	\$17.37	\$17.97
3	\$16.72	\$17.22	\$17.74	\$18.36
4	\$17.06	\$17.57	\$18.10	\$18.73
5	\$17.41	\$17.93	\$18.47	\$19.12
6	\$17.77	\$18.30	\$18.85	\$19.51
7	\$18.11	\$18.65	\$19.21	\$19.89
8	\$18.46	\$19.01	\$19.58	\$20.27
15 m1	\$20.89	\$21.52	\$22.16	\$22.94
17	\$21.59	\$22.24	\$22.90	\$23.71
19 m2 *	\$22.28	\$22.95	\$23.64	\$24.46

• Unposted Position

**Note.** A charge hand premium of \$1.50 per hour will be paid to employees designated as a charge hand

**APPENDIX 1(a)**

<b>Job Classification</b>	<b>Pay Grade</b>
Electronics Technician	19 *
Mechanic - Electrician	19
Tool/Die/Mechanic	17
Electrician	15
Mechanic	15
Drawer/Redraw/Buncher	7
Extruder X	7
Extruder C	7
PM Lube Man	7
Die Finisher	6
Cabler/60" Twister	6
Armourer	6
Extruder E, F and K	6
Strander/Twister	4
Materials Handler	4
Rewind/Tester	4
Extruder Helper	3 (see note)
Machine Operator II	3
Machine Operator I	2
Serviceman	1

**Note:**

**Extruder Helper able to fully relieve = Pay Grade 4**

**\* Unposted Job**

APPENDIX II

WEEKEND OVERTIME PRACTICE  
JOB FILL SEQUENCE

- 1 REGULAR OPERATOR BY MACHINE (PREFERENCE BY SHIFT)
  - 2 SAME CLASSIFICATION BY SHIFT - LEAST HOURS
  - 3 SAME CLASSIFICATION- OTHER SHIFT - LEAST HOURS
  - 4 QUALIFIED EMPLOYEE OUTSIDE CLASSIFICATION-LEAST HOURS
- LIMITS
- I See Shift Fill Sequence Below
  - II 1 x 8 hr Shift per Calendar Day
  - III Avoid back-to-back shifts wherever possible

\*NOTE Declined overtime opportunity will count in calculating "least hours"

Operating Level During Week	No. of Weekend Shifts Requ'd.	Shift Fill Sequence					
		1	2	3	4	5	6
			Sat.			Sun.	
1	1	-	8-4	-	-	-	-
2	-	-	8-4	-	-	-	-
3	-	12-8	-	-	-	-	-
1	2	-	8-4	4-12	-	-	-
2	-	-	8-4	4-12	-	-	-
3	-	12-8	8-4	-	-	-	-
1	3	12-8	8-4	4-12	-	-	-
2	-	12-8	8-4	4-12	-	-	-
3	-	12-8	8-4	4-12	-	-	-
1	4	12-8	8-4	4-12	12-8	-	-
2	-	12-8	8-4	4-12	12-8	-	-
3	-	12-8	8-4	4-12	12-8	-	-
1	5	12-8	8-4	4-12	12-8	8-4	-
2	-	12-8	8-4	4-12	12-8	8-4	-
3	-	12-8	8-4	4-12	12-8	8-4	-
1 or 2 or 3	6	12-8	8-4	4-12	12-8	8-4	4-12

**NOTE:** In attempting to distribute overtime equitably over a period of time, individual differences of up to 32 hours may exist without the "least hours" preference being violated

**NOTE:** In the event an employee is scheduled to work steady Day Shift or Day Shift on a non-continuing 2-shift operation, and works on a Saturday or Sunday overtime, his hours would be as scheduled for that week (i.e. 8:00 a.m. to 4:30 p.m.).

LETTER OF UNDERSTANDING#1

Between

**ALCAN CABLE, BRACEBRIDGE WORKS**

(hereinafter called the "Company")

and

**UNITED STEELWORKERS OF AMERICA, LOCAL 7949**

(hereinafter called the "Union")

In order to clarify the payment of the "Tool Allowance", the parties agree as follows:

Allowance in the first year of a Collective Agreement will be up to the amount specified in the Collective Agreement for one (1) year.

In any subsequent year of the Collective Agreement the Allowance(s) available will be the annual amount specified plus any unused Allowance from previous year(s) of the current Collective Agreement.

At the end of the term of the Collective Agreement, all unused allowances are cancelled.

SIGNED at Bracebridge, Ontario this 14<sup>th</sup> day of April 1999

On behalf of  
Bracebridge Works

[Signature]  
[Signature]  
[Signature]  
[Signature]

On behalf of  
United Steelworkers of America

[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING #2

Between:

**ALCAN CABLE, BRACEBRIDGE WORKS**

(hereinafter called the "Company")

and

**UNITED STEELWORKERS OF AMERICA, LOCAL 7949**

(hereinafter called the "Union")

The purpose of this letter is to confirm an agreement between the parties concerning the issuance of the Meal Allowance, Article 9.07 of the Collective Agreement.

Meal Allowance will be paid to any employee who:

- (a) works more than two (2) hours before or after a regular shift for a day if asked to, or
- (b) is called into the plant for overtime work with less than two (2) hours notice and who works more than four (4) hours overtime.

EXCEPT THAT:

Meal Allowance will not be paid if:

- (a) extended shifts (or hours) are asked for in the week before they are to be worked, or
- (b) the additional hours are worked at the request of the employee

SIGNED at Bracebridge, Ontario this Fifteenth day of April 1999

On behalf of  
Bracebridge Works

[Signature]  
[Signature]  
[Signature]  
[Signature]

On behalf of  
United Steelworkers of America

[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING #3

Between

ALCAN CABLE, BRACEBRIDGE WORKS

(hereinafter called the "Company")

and

UNITED STEELWORKERS OF AMERICA, LOCAL 7949

(hereinafter called the "Union")

The purpose of this Letter of Understanding is to record agreement reached between the parties in the following matters:

- (1) The Company shall provide a bulletin board for the employees for their strictly personal notices, provided all notices have been approved by the Works Accountant or his delegate before being posted.
- (2) Disciplinary letters shall cease to be considered part of the employee's record after two (2) years, except for letters of dismissal and letters of suspension beyond three (3) days off.
- (3) The local Union President shall be notified of lay-offs and disciplinary letters.
- (4) An employee who has been demoted or laid off from his regular job due to lack of work shall have the right to return to that job when an opening occurs in that job.
- (5) For the purposes of bereavement leave (Article 15), the term "spouse" shall mean either the legally married partner of, or a member of the opposite sex with whom the employee has cohabited for not less than two (2) years, and the terms "parent" and "parent-in-law" shall include "step" relationships.

SIGNED at Bracebridge, Ontario this 5<sup>th</sup> day of April 1999

On behalf of  
Bracebridge Works

[Signature]  
[Signature]  
[Signature]  
[Signature]

On behalf of  
United Steelworkers of America

[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING #4

Between

ALCAN CABLE, BRACEBRIDGE WORKS

(hereinafter called the "Company")

and

UNITED STEELWORKERS OF AMERICA, LOCAL 7949

(hereinafter called the "Union")

Maintenance Overtime Procedure

- (a) The list generated by management showing "Least Overtime Hours" worked includes all overtime hours except call-in hours worked and refused.
- (b) This overtime will be administrated as per Article 9 of the Collective Agreement.

Maintenance Call-In Procedure

- (a) The list generated by management showing "Least Call-in Overtime Hours" worked includes all call-in hours and call-in hours refused.
- (b) When an employee fails to indicate their availability for call-in with "Y" next to their name, it is assumed they have indicated they are not available for first-call voluntary basis. (A "Y" indicates an employee will come in unless there are emergency mitigating personal excuses.)
- (c) If overtime is requested and agreed to prior to an employee leaving the plant, the overtime does not constitute a "call-in" regardless of when it is worked.
- (d) Where a maintenance employee is asked and accepts to perform maintenance work at the plant, and the appropriate parts are not available for immediate work, the employee shall be permitted to leave the premises and return by way of a call-in when the parts arrive.
- (e) Employees work overtime (including 'call-in') on a voluntary basis and the following procedure will be used when "call-in" is necessary (subject to Article 9.02):

The employer agrees, when requesting employees for "call-in" in the Maintenance Department to:



- (1) Identify the work assignment when making the request
- (2) If a second assignment becomes necessary, the employee is requested to work the second assignment on a voluntary basis for a second "call-in" payment. Any further work, which may arise, will be requested of the called in employee who shall decide voluntarily whether to accept the assignment as an extension of the second call-in or choose to leave the plant.
- (3) Legitimate breakdowns are those that occur when machines and equipment scheduled and running when the employee reports for the "call-in" fail. (Only legitimate breakdowns will be used as additional call-in requests)
- (4) To follow the agreed on "call-in procedure":
  - (a) Beginning at the top of the "list" (see 13.02 (a)), the employees indicating "Y" are contacted and requested to do the call-in (see 13.02 (b), see 13.02 (e) (1)).
  - (b) Failing success, call in order of "list" those employees not yet contacted, including those marked "Y" who were not contacted on the first attempt.
  - (c) Failing success, call those employees who indicated they would work when no one else available.
  - (d) When no volunteers are found through this process, designate in line with seniority – starting with the most junior having the required skills. (Only one designation per employee per 24 hour period.)
- (5) Any maintenance employee called in who works between the hours of 0200 and 0600 shall be entitled to six (6) hours away from the plant before returning to their regularly scheduled work without being considered either late or absent on that day.

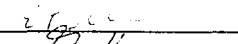
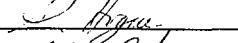
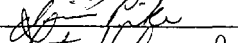
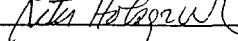
A maintenance employee in on a call-in can start their regular day shift early if

- (a) they want to and
- (b) their starting time for their regular day shift is not advanced by more than two (2) hours (i.e., not earlier than 6:00 a.m.) and
- (c) their call-in has been completed and accepted as completed by the production supervisor and
- (d) employee has outstanding work orders that they and production supervisor agree can be worked on or production supervisor has work for employee and

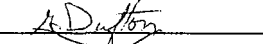



- (e) employee advises maintenance foreman at the start of foreman's shift that he started early so foreman is aware of his quitting time for that day (i.e. which would be advanced from 4:30 p.m. by the time he started shift early) and can properly document it. If maintenance employee desires to leave after 8:00 a.m., he can do so with the approval of the maintenance foreman. He would not be required to return to the plant to complete his shift that day, and he would naturally not be paid for time away from work.
- (f) Meal ticket/allowance would not apply.

SIGNED at Bracebridge, Ontario this 13<sup>th</sup> day of April 1999.

On behalf of  
Bracebridge Works

  
\_\_\_\_\_  
  
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On behalf of  
United Steelworkers of America

  
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\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING#5

Between

ALCAN CABLE, BRACEBRIDGE WORKS

(hereinafter called the 'Company')

and

UNITED STEELWORKERS OF AMERICA, LOCAL 7949

(hereinafter called the "Union")

Clarification of charge-hand premium payment

**Straight Time:**

Employee's regular wage rate plus charge-hand premium plus applicable shift premium.

**Overtime at Time and One-Half:**

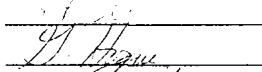
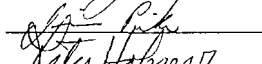
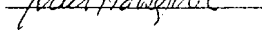
Employee's regular wage rate plus chargehand premium at lime and one-half plus applicable shift premium subject to Article 9.06.

**Overtime at Double Time:**

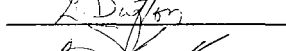
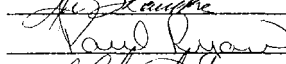
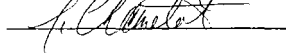
Employee's regular wage rate plus charge-hand premium at double time plus applicable shift premium subject to Article 9.06.

SIGNED at Bracebridge, Ontario this 13<sup>th</sup> day of April 1999

On behalf of  
Bracebridge Works

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

On behalf of  
United Steelworkers of America

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

DATED the 11<sup>th</sup> day of April, 1999, in the Town of Bracebridge, District Municipality of Muskoka, Province of Ontario

ON BEHALF OF THE COMPANY

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*

ON BEHALF OF THE UNION

\_\_\_\_\_  
*[Signature]*  
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# 2000

JANVIER/JANUARY							
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30	31						

FÉVRIER/FEBRUARY							
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MARS/MARCH							
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AVRIL/APRIL							
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JUIN/JUNE							
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SEPT./SEPT.							
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# 2001

JANVIER/JANUARY						
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JUILLET/JULY						
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AVRIL/APRIL						
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DÉC./DEC.						
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