

# **COLLECTIVE AGREEMENT**

**between**

**ALCOA WHEEL PRODUCTS  
(Reynolds-Lemmerz Industries)**

**and**

**CAW TCA  
CANADA**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) AND ITS LOCAL 1995**

**EXPIRES: AUGUST 31, 2003**

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# **COLLECTIVE AGREEMENT BETWEEN**

**ALCOA WHEEL PRODUCTS**  
(Reynolds-Lemmerz Industries)

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS' UNION OF CANADA ( CAW-CANADA)  
AND ITS LOCAL UNION**

This agreement made the 1<sup>st</sup> day of September, 2000 between Alcoa Wheel Products (Reynolds-Lemmerz Industries), hereinafter referred to as the “Company” and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union 1995, hereinafter referred to as the “Union”.

## **PURPOSE OF THE AGREEMENT**

The general purpose of this agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of employee complaints and grievances, consistent with the terms of this agreement.

## **STATEMENT OF PRINCIPLES AND INTENT**

The intent of the Company and Union in entering into this agreement is to develop a better way of achieving harmonious and mutually supportive relationship between the Company, Employees and the Union which will keep the Company in a strong, competitive market position while creating long term job security and a reasonable standard of living for Employees.

**ARTICLE 1 – RECOGNITION**

- 1.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for those Employees subject to this agreement, in its plant(s) in Collingwood Ontario, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, subject to and in accordance with the provisions of this agreement. For the purpose of this agreement, the term “Employee” shall not include: Supervisors, Persons above the rank of Supervisor, office, clerical and sales staff, CMM coordinator, Paint Technicians, Process Engineers, QC auditor, Reliability Engineer, SPC Coordinator and Special Projects Coordinator, Security Guards, person regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 1.02 The parties agree that in addition to temporary workers, the Company may hire summer students for the school break periods. There will be no more than six (6) temporary Employees per shift, without the mutual consent of the Union. The parties agree that no temporaries will be used during a layoff unless the lay-off pool of Employees has been canvassed first to work.
- 1.03 In this agreement words using the masculine gender shall be considered to include the feminine gender and neuter as well; singular includes the plural and the plural, singular where the text so indicates.
- 1.04 The word “day” shall refer to working day, except where other wise indicated.

## **ARTICLE 2 – NON-DISCRIMINATION**

- 2.01 The Company agrees to observe the provisions of the Ontario Human Rights Code.
- 2.02 Both the Union and the Company reaffirm their commitment to promoting and providing a work environment for all Employees free of discriminatory practices and sexual harassment as defined in the Ontario Human Rights Legislation.

The Ontario Human Rights Code prohibits discrimination in employment on the following grounds:

“...Race, ancestry, place of origin, ethnic origin, creed, sex, sexual orientation, handicap, age, marital status, family status, and record of offences.” Further, the Code explicitly forbids harassment for these reasons.

Sexual harassment in the workplace is defined as follows:

“...A course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Sexual solicitations or advances made by persons who can grant or deny a benefit to the person solicited are also prohibited if the person making the solicitation or advance knows or ought to know that it is unwelcome.” Reprisals, or threats of reprisals for the rejection of a sexual solicitation or advance are also prohibited where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.

### **2.03 COMMITTEE:**

The parties agree to form a joint committee comprised of one member each from the Company and the Union who will be appropriately selected and trained to conduct investigations into complaints of discrimination or sexual harassment. Where the complainant is a woman and the complaint involves sexual harassment or gender harassment, the Joint Investigation Committee will include at least one woman.

## 2.04 COMPLAINT AND INVESTIGATION PROCEDURE:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination:

The employee should tell the person involved as soon as possible how he/she feels, and request that the person stop the conduct he/she finds offensive.

If he/she feels uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Supervisor and/or the Union representative.

In minor cases, not involving repeated incidents, where the complaint is between two bargaining unit Employees, the Company and the Union may try to resolve the matter informally without a full investigation, when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company within five (5) days of the initiation of the Complaint.

If the Supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, it will be submitted in writing to the Joint Investigation Committee.

It is the intention of the Union and the Company that the joint investigation shall begin immediately and shall be completed within five (5) days of the lodging of the written complaint. In conducting the investigation, both the Union and the Company shall maintain confidentiality as much as is reasonably possible.



A written report shall be submitted by the committee to the Director of Administration and the Plant Chairperson upon completion of the investigation, outlining the findings and recommendations, if any of the committee. If the members of the Committee do not agree, the report should reflect their differences in the finding.

If there is no agreement on the recommendations, the Company recognizes its legal obligation to take such action as it deems appropriate and will do so.

In the event the complaint remains unresolved, or a violation of the collective agreement is alleged the matter may be instituted as a grievance at Step Three of the Grievance Procedure, or the complainant may file a complaint under the Code. The Union agrees to encourage the employee to follow one procedure or the other.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the forgoing, the Union acknowledges that it is the exclusive function of the Company and its management:

- (a) To maintain order and efficiency; to make, alter, and enforce, from time to time, rules and regulations, policies and practices to be observed by its Employees, copies of which will be provided to the Union and Employees; to discipline and discharge Employees for just cause; it being understood and agreed that substantive changes or additions to such rules and regulations will be brought to the attention of and discussion will take place with the Chairperson prior to publication and implementation thereof;

- (b) To select, hire, control the working force and employ; to transfer, assign, promote, classify, lay-off, recall, suspend, and retire Employees at age 65; to plan, direct and control operations; to select and retain Employees for positions excluded from the bargaining unit, and to transfer Employees into the bargaining unit;
- (c) To operate and manage the business in order to satisfy its commitments and responsibilities; the right to determine the extension, limitation, curtailment or cessation of operations or any part thereof; the right to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, parts components, parts and materials to be used, purchased and/or leased, the control of materials and parts, the methods and techniques of work, the content of jobs, the scheduling of operations and quantity and quality of production; the right to create or alter job classifications from time to time; the right to maintain incentive systems as set out herein; the right to subcontract work; the right to use improved methods, machinery and equipment; the right to decide on the number of Employees needed by the Company at any time and the number of hours worked; the right to determine the starting and quitting times; and generally the right to manage the enterprise and business without interference are solely and exclusively the right of the Company, except only as may be specifically limited by an expressed provision of this Agreement.

3.02 The Company agrees that it will not exercise its right in a manner inconsistent with the express provisions of this Agreement.

#### **ARTICLE 4 – STRIKES, STOPPAGES AND LOCKOUT**

- 4.01 The parties hereto agree that there shall be no strikes, work stoppages, or lockouts during the life of this Agreement.
- 4.02 The words, “strikes” and “lockouts”, as used herein, are agreed to have the meaning defined in the Labour Relations Act. R.S.O. 1980, c.228, as amended

**ARTICLE 5 – UNION MEMBERSHIP AND CHECK-OFF**

- 5.01 All present Employees and new hires, covered by collective agreement, shall, as a condition of employment, pay the equivalent of Union dues.
- 5.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union.
- 5.03 (a) The Company will, for the duration of this agreement, deduct from the pay cheque for the second pay period of each month, the regular monthly dues of such Employees, and remit monies to the Financial Secretary of the Local Union of the National Union CAW-Canda by the fifteenth (15) of the month following the month in which the dues were deducted.
- (b) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the second pay period of any month, dues deduction shall be deferred to their next pay period subject to 5.05

- (c) Initiation fees shall be taken off on a different pay period than the dues deduction period, immediately after an employee has completed his probationary period.
- (d) The Company will, at the time of making each remittance supply a list of names of each employee from whose pay deductions have been made and the amount deduction for the month including the name and status of any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit or who has died.

5.04 The Company agrees to supply the CAW National Office and the Local Union upon the settlement of this agreement and annually thereafter with a list of all employee's names, addresses, phone numbers, and postal codes (except for Employees who advise the Company in writing not to provide such information).

5.05 No deduction shall be made from the pay of any employee covered by clause 5.01 of this agreement, in any month, where such employee has worked less than a total of (40) hours.

Paid vacation days and paid holidays will be considered as days worked for the purpose of the forty (40) hours threshold in this section. However, dues are not payable when an employee is in receipt of weekly indemnity or Worker's Compensation benefits.

5.06 The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.

5.07 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with the collective agreement, or by reason of the Company providing any personal information as required by this collective agreement.

## **ARTICLE 6 – UNION REPRESENTATION**

- 6.01 (a) The Union shall select a Plant Committee comprised of up to seven (7) members, one of whom will be the Plant Chairperson. The Plant Chairperson will work his/her current shift and there will be at least one Committeeperson on each shift. The Plant Chairperson will continue to be compensated by the Company for 44 hours worked, and will receive \$1.00 over his/her rate.
- (b) The Union Committeepersons shall, at the time of their selection, be Employees of the Company and shall have been seniority Employees with the Company for at least nine months.
- (c) The duties of Committeepersons shall include the representation of Employees on their shift in the processing of grievances as outlined in the Grievance Procedure and carrying out duties in relation to the Employees Substance Abuse Program.
- (d) The Company shall recognize the Plant Committee in clause (a) above for the purpose of meeting with management for contract negotiations.

The Union shall have a WSIB/Benefits Representative who

will receive time paid as is the current practice with the Health and Safety Representative to enable the representative to perform duties of assisting the Employees in WSIB and Benefits.

(f) The Skilled Trades representative will work on the Monday to Friday, seven to three shift.

- 6.02 The Union will inform the Company in writing of the names of the Union Committeepersons and any subsequent change in the names, and the Company will not be required to recognize such persons until such notification from the Union has been received.
- 6.03 No Union Committee persons or grievor shall leave their jobs to process any grievance or conduct Union business with the Company without the prior consent of his/her immediate Supervisor. No Committeeperson will enter any department, line or area other than their own without first obtaining the consent of the Supervisor of that department, line or area. It is understood that these Committeepersons will not absent themselves from their regular duties without the prior consent of their immediate Supervisor. Such consent shall not be unreasonably withheld and the Supervisor shall have a reasonable period of time to obtain a replacement so as to ensure there is no interruption of production. Union Committeepersons shall return to work immediately after these Union responsibilities are completed.
- 6.04 Time off work by Union Committeepersons or grievors, as defined in clause 6.03 will be paid by the Company at their normal hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to Union business.
- 6.05 The Company agrees to pay for the printing of a sufficient number of collective agreement booklets for distribution to Employees and the parties. The collective agreement will be printed in a Union shop if competitively priced.
- 6.06 (a) The Company shall place a bulletin board in a locked glass

cabinet in the hallway outside the cafeteria and in the hallway at the Casting entrance. A box shall be attached below the bulletin board. Prior to posting, copies of materials to be placed on the bulletin board will be given to the Company.

(b) The bulletin boards will be located on the wall in front of the cafeteria and Casting entrance and shall bear a sign clearly indicating "CAW-Canada Bulletin Board" and shall be for the exclusive use of the Union in communicating with the bargaining unit Employees.

(c) Union Committeepersons shall be entitled to distribute Union literature inside the foyer at each end of the hallway. The Union literature to be distributed shall first be given to the Company for approval. Such approval shall not be unreasonably withheld and in particular shall not be withheld where the Union literature pertains only to collective agreement issues and/or notices of meetings

6.07 The Company will notify the Plant Committee in writing of the management personnel, and any subsequent changes in these names, who will be dealing with the administration of this collective agreement.

6.08 The National Representative and/or the President of the Local Union may be present at meetings with management when requested by the Plant Committee.

6.09 Representatives of the National Union will be granted access to the plant to carry out Union business upon giving the Company advance notice of at least three (3) days.

6.10 The Company will permit the Union to hold elections of Union Committeepersons on the Company's premises during non working time of Employees on their shift. The location will be determined by mutual agreement between the Union and the Company.

- 6.11 When Employees wish to see their Union Committeeperson they shall notify their Supervisor, and must identify an issue that is related to the collective agreement at the time of request. That Supervisor will notify a Committeeperson within sixty minutes (60) and schedule the meeting within ninety (90) minutes of employee notification. The Supervisor will then conduct the oral discussion with the Committeeperson and the employee as required by Article 7.01.
- 6.12 The Union may designate an alternate who will function in the absence from the plant of any Union Committeeperson. Notice of such alternate shall be given to the appropriate management representative, in writing, before such alternate shall be permitted to function. The alternate must also have been a seniority employee of at least nine (9) months and be scheduled to work on the shift and in that area during such absence of the regular Committeeperson before they shall be permitted to function.
- 6.13 The Company will grant upon request of the President of the local Union, or the Committee Chairperson, permission for any Committeepersons to leave the plant on Union business at any one time, without pay. Such request must be received in writing at least three (3) working days in advance to the Director of Administration or his designate. Such notice will specify the leaving and returning time of those granted such permission. Employees who are granted such leaves will have their wages and benefits continue for the duration of their Union leave. The accumulated bills will be given to the local union on a monthly basis for repayment by the local union. "Employees who are granted such leaves will have their pension credits continued for the duration of the approved Union leave."
- 6.14 The Company shall provide a private office for the Plant Committee which may be moved in the future to a mutually agreed upon location, and a separate office for the Union Health and Safety Committee and WSIB Benefits representatives with desks, chairs, filing cabinets, and telephones.



6.15 The Company agrees to provide a leave of absence with pay for three (3) days for the Committeeperson in 6.01 elected following the ratification of this Agreement for the purpose of the CAW educating them as to their rights and obligations under the Collective Agreement.

**ARTICLE 7 – GRIEVANCE PROCEDURE:**

7.01 Any complaint alleging violation, misrepresentation or misapplication of the terms of this agreement relating to rates of pay, wages, hours of work or any other working conditions shall first be taken up orally by the employee and their Committeeperson, if requested, with the employee's immediate Supervisor. Such complaint must be presented within five (5) days after becoming knowledgeable or should have become knowledgeable of the alleged violation.

- (a) If after the above oral discussion has taken place, any such complaint which remains unsatisfied may then be reduced to writing within two (2) days by the Committeeperson, on the form provided by the Company and signed by the employee, and shall then constitute a grievance. All grievances should identify the article, clause or clauses of this agreement which are claimed to have been violated and the basis of the alleged breach.
- (b) On a group complaint, subject to the time limits in the preamble above, the Committeeperson shall first discuss such complaint with the immediate Supervisor. The Committeeperson may be accompanied by one representative employee during such discussion. If the complaint remains undatisfied the Committeeperson may then reduce the complaint to writing within two (2) days and signed by the aggrieved Employees, it shall then constitute a grievance.
- (c) Grievances may be processed immediately to Step Three, if mutually agreed between the Company and the Union.

## 7.02 **STEP ONE**

The written grievance, as defined above, shall be presented by the Committeeperson to the Supervisor. Within two (2) days of this presentation, the recipient will render their decision personally to the Union, noting their conclusion in writing and counter signing the grievance form.

## 7.03 **STEP TWO**

If no agreement is reached at Step One, then within three (3) days of that decision the Committeeperson shall take up the grievance with the Department Manager, or their designate. Within three (3) working days of this presentation, the recipient will render their decision personally to the Union, noting their conclusion in writing and countersigning the grievance form. The employee and the Committeeperson involved may participate in Step Two.

## 7.04 **STEP THREE**

If no agreement is reached at Step Two, then within three (3) days of that decision the chairperson may appeal the grievance to the Director of Administration or his/her designate. The grievance will then be discussed at a meeting between Company representatives and a maximum of three (3) representatives of the Plant Committee. Such meeting shall be arranged between the Director of Administration and the Chairperson. An agenda will be submitted forty-eight (48) hours prior to the scheduled meeting date. Within five (5) days after such meeting, the Director of Administration or his/her designate, shall provide a written answer on the grievance to the Chairperson.

7.05 Any grievance not presented and/or carried forward within the time limits as set forth under the steps of this Grievance and Arbitration Procedure, or any longer periods which have been mutually agreed upon in writing, shall be deemed to have been settled on the basis of the last answer provided by the Company and shall be deemed to have been dropped by the Union and the Grievor.

- 7.06 (a) The Company shall not be subject to any financial liability for any period of thirty (30) working days maximum prior to the date a grievance was filed in writing.
- (b) When an employee receives back pay on a grievance they shall be paid on a separate pay cheque when requested by employee.
- 7.07 Policy grievances may be initiated by the Company or by the Union at Step 3 of the grievance procedure.
- 7.08 The time limits set forth at the various steps of the Grievance and Arbitration Procedure may only be extended by mutual consent in writing, and signed by both parties. Furthermore, no matter may be submitted to arbitration which has not properly been carried through all the previous steps of the Grievance and Arbitration procedure.
- 7.09 The Company agrees to meet with the Union upon request at least once every two (2) months during the term of this agreement for the purpose of discussing issues relating to the workplace which affect the Union or any employee bound by this agreement.

7.10 **PRE-ARBITRATION**

Where mutually agreed, the Company and the Union will meet at a pre-arbitration meeting within thirty (30) days of said referral to arbitration.

The purpose of this meeting, which shall include the Company the Plant Chairperson, the relevant Committeeperson, and the CAW National Representative where requested, shall identify the articles, clause or clauses allegedly breached, the relief sought and the facts both parties are relying upon.

The purpose of this process is to assist the parties in a timely and cost-effective process to deal with the grievances of the bargaining unit, and will take place on an entirely without prejudice basis.

**ARTICLE 8 – ARBITRATION**

- 8.01 Failing a satisfactory settlement in Step Three of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party in writing within fifteen (15) days after the reply at Step Three.
- 8.02 As provided for in Article 8.01, the Party delivering the written Notice of Arbitrate shall indicate in the Notice the arbitrator for that grievance from the following list:
- (i) H.D. Brown
  - (ii) Ian Hunter
  - (iii) Susan Tacon

Arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that written notices to arbitrate are received. The Director of Administration and the Plant Chairperson will be responsible for maintaining the rotating list, it being understood that once an arbitrator has been selected, the arbitrator has lost his or her place in the rotation regardless of whether an arbitration actually takes place.

- 8.03 The decision of the arbitrator, shall be final and binding upon the parties. The arbitrator, shall not be authorized to make any decision inconsistent with the provisions of this agreement nor to alter, modify or amend any part of this agreement, nor to adjudicate any matter not specifically assigned to him or her by the written grievance as required above.
- 8.04 The parties will equally bear the fees and expenses of the arbitrator.

## **ARTICLE 9 – DISCIPLINARY ACTION**

- 9.01 Subject to Article 10.01, the disciplining of Employees who have completed their probationary period shall be made by the Company only for just cause and, furthermore, discipline must be made within five (5) days from the date of the alleged misconduct, or within five (5) days after the Company becomes knowledgeable or should have become knowledgeable of the alleged misconduct.
- 9.02 An employee who has been discharged or suspended without notice, shall have the right to interview their Committeeperson in a suitable place for a reasonable period of time before leaving the plant, unless the continues presence of that employee poses a danger for the facility or any of its Employees. The Union will be immediately notified if someone is discharged or suspended without notice and not afforded Union representation and the reason for not providing such representation.
- 9.03 If an employee who has been suspended or discharged feels they have been unjustly dealt with, they shall file a grievance within five (5) days of such action being taken, and that grievance will be treated as if it has been filed at Step 3 of the grievance procedure.
- 9.04 The time limits provided for in this Article may be extended by mutual agreement, in writing, on an individual case basis.
- 9.05 The employee and the Union will be given a copy of any warning, reprimand or suspension entered on an employee's personnel record within five (5) days of the discipline being issued. Suspensions will remain on the employee's record for a period of twelve (12) months. Any other discipline will remain on their record for four (4) months of work at which time the discipline will be reduced by one level, so long as the employee has maintained a discipline-free record, (i.e. written warning would be reduced to verbal warning).
- 9.06 The employee shall have their Committeeperson in attendance when they are being issued discipline, unless the employee has declined that representation in the presence of their Committeeperson.

## **ARTICLE 10 – SENIORITY**

- 10.01 Employees shall be regarded as probationary Employees until they have worked five hundred and twenty-eight (528) hours during any twelve (12) consecutive months. Upon successful completion of the above probationary period, the employee shall then be assigned a seniority date as of their first day of work.
- 10.02 When two (2) or more Employees have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name.
- 10.03 The Company will post an up-to-date seniority list every six (6) months. Copies of the seniority list will be provided to the Chairperson. The initial seniority list will be posted and provided to the Union within thirty (30) calendar days of ratification of this Agreement. Any discrepancies will be resolved or processed beginning at Step 3 of the Grievance Procedure within thirty (30) calendar days of the initial seniority list being posted.
- 10.04 Seniority shall be defined as the status of the employee based upon his/her established length of service with the Company from the date of last hiring by the Company. If a probationary employee is rehired within three (3) months of being laid off, they shall be able to continue accumulating seniority. However, such Employees will still have to work the required waiting period(s) before qualifying for benefits.
- Such seniority will commence after first entering the bargaining unit and shall be limited by clause 10.05.
- 10.05 An employee will lose his/her seniority and his/her employment with the Company, and will be terminated, for any of the following reasons:
- (a) If he/she voluntarily quits.
  - (b) If he/she is discharged and such discharge is not reversed

through the grievance and arbitration procedure.

- (c) If he/she is laid off from the Company for a period in excess of twenty-four (24) consecutive months.
- (d) If he/she has been laid off and does not return to work within five (5) days of delivery of the first notice by registered mail or courier advising him to report for duty, without a valid reason. A copy of the letter will be provided to the Plant Chairperson or his/her designate, at the time of mailing.
- (e) If he/she overstays a Company approved leave of absence without prior approval for the extension, without a valid reason, which shall include medical documentation if requested by the Company. The Company will notify the Union of all resignations.
- (f) If he/she retires or is retired.

- 10.06 (a) Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall retain only the seniority gained while in the bargaining unit.

It is understood that the employee may be returned to the bargaining unit within six (6) months. After this period they shall forfeit any seniority rights to the bargaining unit.

- (b) The Company agrees to post a list of foreman, Supervisors and leadhands on a monthly basis in each department, so long as those persons have not been appointed on a temporary basis.

- 10.07 An employee who is no longer able to perform the work in his/her classification, but is capable of performing other duties, or any employee who has incurred a temporary or permanent partial disability, may be assigned to or retained at an operation which he/she is capable of performing at the prevailing rate of pay of that position.

- 10.08 (a) Committeepersons shall have preferential seniority on their shift during their terms of office and shall be the last Employees laid off on their shift, provided there is sufficient work available they are willing, qualified and able to perform.
- (b) The Plant Chairperson, the Co-Chair of the Health and Safety Committee and WSIB Benefit Rep shall have preferential seniority during their terms of office, and shall be the last Employee laid off.
- 10.09 Provided the decision to do so is not arbitrary, discriminatory or made in bad faith, the Employer may terminate the employment of a probationary employee.

### **ARTICLE 11 – TEMPORARY VACANCIES**

- 11.01 Temporary vacancies shall be defined as vacancies resulting from an employee's absence, due to illness, accident, vacation, leave of absence or temporary conditions of thirty (30) days duration or less, with the understanding such period may be extended by mutual agreement between the Company and the Union.
- 11.02 Temporary vacancies shall be filled by the Company from the department of its choice on the affected shift. The vacancy will first be filled by volunteers and if there are no volunteers than the most junior qualified employee will be required to accept the transfer. If the temporary vacancy is anticipated to last greater than thirty (30) days it will be posted as a temporary vacancy subject to the prevailing conditions for that job.
- 11.03 Employees transferred to temporary vacancies shall receive their own rate or the rate of the job, whichever is greater, subject to the provisions of 11.04 below.
- 11.04 If the employee is transferred to a higher classification, they will receive their own rate until they have worked in that classification for one hundred (100) hours. Intermittent time in the higher rated classification will be accumulated for this purpose.



- 11.05 The parties agree experience gained on a temporary vacancy should not be utilized during a subsequent job posting application.

**ARTICLE 12 – JOB POSTINGS**

- 12.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) days in order to allow bargaining unit Employees the opportunity to apply, subject to 12.06. The posting will identify the shift, department, classification, and the job rate of pay. For purposes of clarity, if the employee successfully posts to a higher rated classification, they will receive their own job rate until they have completed one hundred (100) hours of work in the higher classification.

- 12.02 In filling jobs under this section, the following factors shall be considered:

(a) skill, efficiency and qualifications; and

(b) seniority.

Where, between Employees the factors are relatively equal, the senior employee will be awarded the job. Employees who accept a posting may not apply for another job posting for six (6) months.

- 12.03 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted, but any further vacancy may be filled by the Company without posting.

- 12.04 Where there are no qualified applicants for a job, the Company may fill the position from any source.

- 12.05 Employees who successfully bid for a job may decide to revert to their former position during the first two (2) weeks on the new job. In this case, the position may be filled without further posting by accepting the next qualified candidate from original posting. Should there be no qualified candidate, the job may be filled by the Company without posting.
- 12.06 Where a job is created, or a vacancy occurs in a particular classification, on a shift, Employees presently in the same classification on a different shift, will be offered the opportunity to change shifts. The resulting new job or vacancy will be posted pursuant to Article 12.01.
- 12.07 Leadhand opportunities will be posted in accordance with Article 26.05.
- 12.08 The Company shall post the successful candidate for the job posting.
- 12.09 Candidates will begin the new posting within twenty (20) worked days by the candidate, of the Company posting the successful candidate.

### **ARTICLE 13 – LAYOFF AND RECALL**

- 13.01 In case of a layoff of under five (5) days the Company will give as much notice to the Union as practical. The Company will endeavour to provide five (5) days notice to the Union and to all Employees who are actively at work, of any layoff that is planned to last for more than one (1) week. Employees who are not active at the time of notice of layoff may be advised in writing through the regular mails of their impending layoff. (Ex. Employees on WCB, WI or an approved leave of absence.)
- 13.02 When there is a temporary layoff of less than five (5) days, the junior employee(s) in the affected department will be laid off. No employee shall be laid off under this provision more than twice in any twelve (12) month period.

- 13.03 When the Company deems it necessary to reduce the workforce by a layoff other than is provided in 13.02, the following procedure will apply:
- (a) probationary Employees and Students will be laid off first.
  - (b) Next, the most junior employee(s) in the affected classification in the affected department will be laid-off. These Employees shall exercise their seniority over the most junior employee(s) in their department, whose job they can adequately perform without training.
  - (c) Junior employee(s) in the department who are bumped as per (b) above may exercise their seniority over the most junior employee(s) in the bargaining unit, whose job they can adequately perform without training.

When more than one (1) employee is involved in any step of the layoff procedure, Employees will be given their choice of vacant jobs involved by seniority.

- 13.04 Employees will be recalled in order of seniority to available jobs, provided the employee can adequately perform such job.
- 13.05 (a) Employees laid off pursuant to Article 13.03, will be required to exercise their right to bump.
- (b) It is agreed that Employees shall not be permitted to bump up.
- 13.06 The Company will provide the Chairperson of the Plant Committee with a list of Employees to be laid off or recalled, and also a cancellation of such notices.

**ARTICLE 14 – LEAVES OF ABSENCE**

- 14.01 A personal leave of absence without pay for a valid reason may be granted for a period not to exceed one (1) calendar month, provided such leave does not disturb the efficiency of the employee's work area, or the plant, and such application is made to the Director of Administration, or his designate, whenever possible, at least one (1) month prior to the leave of absence, unless waived by the Company, in writing, and written approval has been received from the Director of Administration, or his designate. The Plant Chairperson will be given a copy of any approved leave of absence. Whenever a request for leave is denied the employee shall receive a written explanation for such denial.
- 14.02 (a) An employee with seniority who is unable to work because of illness or injury, and who furnishes evidence satisfactory to the Company shall be granted a medical leave of absence while disabled, provided however, that such leave shall cease when the employee attains age sixty-five (65). This Article does not provide such Employees with any right to pay of benefits. This article applies to long term absences.
- (b) They will be returned to work, when they furnish medical evidence of their recovery or as provided in clause 10.07.
- 14.03 Pregnancy/parental and adoption leave of absence will be available to any seniority employee in accordance with the Employment Standards Act and/or the Employment Insurance Act. As set out in the Employment Standards Act, such Employees will be entitled to return to the position they held prior to the leave, or a comparable position. Also, benefits will be continued for the duration of the leave.
- 14.04 **UNION LEAVE**
- (a) Any employee with seniority elected or appointed to a full time position with the Local Union or National Union of the CAW, the Ontario Federation of Labour or the Canadian Labour Congress will be granted a leave of absence without pay or benefits, but will receive pension credits by the Company for up to two (2) terms only. Thereafter such

leave will be at the sole discretion of the Company upon receipt of a written application from the employee. Such Employees will have their seniority accrued while on such leave.

- (b) Any employee elected to any full time public office of the Municipal, Provincial or Federal Government, shall be granted a leave of absence without pay or benefits for up to two (2) terms only. Thereafter, such leave will be at the sole discretion of the Company upon receipt of a written application from the employee. Such Employees will have their seniority accrued while on such leave.

#### 14.05 **EDUCATIONAL ASSISTANCE**

- (a) The Company will provide assistance to Employees actively at work for tuition costs upon successful completion of previously approved work related courses, in which the employee has attained a certificate of successful completion to a maximum of \$750.00 per year of the contract. A course approval form must be completed and signed off by the Human Resources Department prior to enrollment in the course. If employment with the Company ends prior to completion of the course, the employee will not be reimbursed
- (b) The Company and Union will share the costs of mutually agreed upon training for Workers' Compensation and Health and Safety. The Company will pay for Health and Safety training for the Health and Safety Committee persons.
- (c) With respect to the training of Substance Abuse Representatives, the Company will be responsible for the training (1) Company and (1) Union representative.

#### 14.06 **BEREAVEMENT LEAVE**

When a death occurs in an employee's immediate family, the employee will be granted a seven (7) day leave of absence at the

time of bereavement. Said employee will be paid thirty-six (36) hours of straight time and will not have the ability to work overtime or any other hours during those seven (7) days. "Immediate family" is considered to be: current spouse, father or step-father, mother or step-mother, father of current spouse, mother of current spouse, son or step-son, daughter or step-daughter, brother or step-brother, sister or step-sister, grandparent or grandparent of current spouse, grandchild or step-grandchild. An employee will be eligible for up to three days pay (i.e. 36 hours) between date of death and date of funeral for regular shifts lost. No death certificate required, but must specify relevant information (name, relationship, location, etc). One day of paid bereavement for brother/sister-in-law if missing regularly scheduled shift on day of funeral. This will be paid at straight time for attendance at funeral. No bereavement pay will be provided for days an employee was not scheduled to work.

Furthermore, same sex partners will be entitled to bereavement leave so long as they can establish their relationship on the same basis as the past practise of the Company regarding common-law partners.

#### 14.07 **JURY DUTY**

A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as a crown witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury or witness fee paid (not including travel allowance or reimbursement of expenses), for each day on which he/she reports for or performs jury duty, or as a witness and on which he/she otherwise would have been scheduled to work for the Company, and wages which would have been earned by the employee from the Company by working during straight time hours on such days.

The Company's obligation to pay an employee for jury duty or as a crown witness is limited to a maximum of ninety (90) days in any calendar year.

14.08 Seniority shall accumulate during the period of any approved leave of absence for seniority Employees and will not affect their pension credits.

14.09 After any approved leave of absence, an employee will be placed in their former job or to a comparable position, if one is available.

**ARTICLE 15 – HOURS OF WORK**

15.01 This article is intended to set out the current hours of work and shall not be construed as a guarantee of work per day or per week, or of the number of days or hours per week. The Company henerally operates under what is known as a continental work week, consisting of four separate rotating shifts wherin the Employees work 12 hours, rotating on two week intervals. Any changes to shift start times or quit times shall be discussed with the Union. Notice of shift changes must be posted five (5) days prior to such changes, unless mutually agreed otherwise.

The present shift hours are as follows:

**12 hour shifts**

12 hour shift.....7:00 a.m. – 7:00 p.m.

12 hour shift.....7:00 p.m. – 7:00 a.m.

**8 hour shifts**

Day shift.....7:00 a.m. – 3:00 p.m.

Afternoon shift.....3:00 p.m. – 11:00 p.m.

Night shift.....11:00 p.m. – 7:00 a.m.

- 15.02 Provided operational requirements permit, Employees who wish to work straight nights may do so but must commit to such change for a minimum period of six (6) months. The Company will then offer the opportunity to work straight days by seniority within the affected classification. Should the employee who agreed to work straight nights become unavailable for whatever reason, the employee who has been given the straight day shift as a result of this agreement, will be given at least one weeks notice prior to their return to their regular shift rotation, unless they agree to return earlier.
- 15.03 All shifts shall include a twenty (20) minute paid lunch.
- 15.04 Shift Premium
- (a) **12-hour shift**  
Night shift - \$0.60/hour  
Sunday - \$1.00/hour. For the two shifts starting on Sunday.
- (b) **8-hour shift**  
Afternoon shift - \$0.30/hour.  
Night shift - \$0.50/hour.
- 15.05 (a) Employees will receive their pay cheques on Friday of each week.
- (b) Any error by employer on pay cheques over \$50.00 will be paid on a separate cheque, if requested on the next business day.
- 15.06 The Company will pay a \$1.00 per hour premium for furnace reline.

## **ARTICLE 16 – OVERTIME**

- 16.01 Overtime premiums shall be established as follows:
- (a) Time and one half will be paid for all hours worked beyond an employee's normal shift.



- (b) Time and one half will be paid for all hours worked on days which do not form part of an employee's normal work week.
- (c) Time and one half will be paid for all hours worked beyond forty (40) hours in any one week.
- (d) Double time will be paid for all hours worked on Sunday which do not form part of an employee's normal work week.
- (e) Hours for which an overtime premium is paid under this section shall not be used in calculating whether any other overtime premium is payable under this section.
- (f) Employee's will be offered overtime in full shift blocks within the classification and shift. Once the classification and shift have been exhausted, same Employees will be offered overtime in half shift blocks.

16.02 Overtime opportunities will be equitably distributed among Employees who can do the work in the department classification and shift affected. The Company may schedule Employees to work an additional shift in each week, provided no employee is scheduled to work more than forty-eight (48) hours in a week. Except in cases of emergency or in circumstances beyond its' control, the Company will make every effort to give twenty-four (24) hours notice when scheduled overtime has been cancelled, and Employees must give a minimum notice of twelve hours if they are unable to attend an overtime shift, failing which they will have an absence recorded on the record.

16.03 Employees who are asked but decline to work overtime will have those hours charged against their overtime record as overtime hours worked.

16.04 An employee entering a classification will be charged the highest hours of overtime in the classification at the time they entered the classification.

- 16.05 The Company will maintain records of all overtime worked and charged which will be posted and revised monthly. The Plant Committee will be provided with a copy of such records.
- 16.06 The overtime hours of each employee will be reduced to zero in January of each year.
- 16.07 The parties herto agree that within 3 months of ratification of this agreement a master overtime list for out of classification overtime will be developed and applied as in 16.02.
- 16.08 A recognized Union representative must be present if readily available, when calling workers in for overtime to ensure accuracy and validity.
- 16.09 Leadhands will be included in the overtime rotation based on seniority. Leadhands will receive classification rate (i.e. machine operator) unless they are providing leadhand duties. If so, they will receive the leadhand premium.

### **ARTICLE 17 – REPORTING IN PAY**

- 17.01 In the event an employee reports to work without having been previously notified not to report, he will be given at least four (4) hours of work at the applicable hourly rate of pay in his own job or other available work. If no such work is available, then he will be paid the equivalent of four (4) hours at he applicable rate of pay.
- 17.02 This Article shall not apply when there is a lack of work due to an act of God, such as fire, flood, power failure, etc.

### **ARTICLE 18 – EMERGENCY CALL – BACK PAY**

- 18.01 An employee who is called back for emergency work after leaving the plant after completion of his regular shift, shall receive in such circumstances, a minimum of four (4) hours of work, or four (4) hours pay at the applicable overtime rate.

- 18.02 There shall be no duplication or pyramiding of this premium, nor any other premium provided for in this Agreement, unless otherwise provided for.

### **ARTICLE 19 – REST PERIODS**

- 19.01 (a) There will be two (2) ten (10) minute rest periods for all Employees on the Monday through Friday eight (8) hour shifts and four (4) ten (10) minute rest periods for all Employees on the twelve (12) hour shifts.
- (b) There will be a ten (10) minute rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, a ten (10) minute paid rest period at the end of two (2) hours providing the overtime extends beyond such two (2) hours, and twenty (20) minute paid lunch period four (4) hours after the commencement of such overtime, provided the overtime is in excess of four (4) hours.
- 19.02 The Company will not require remaining Employees to work beyond their normal rate of production while other Employees are on break.

### **ARTICLE 20 – VACATIONS**

- 20.01 Vacations are calculated on a yearly basis from July 1<sup>st</sup>, to June 30<sup>th</sup> and the length of vacation, as well as vacation pay, is based on an employee's years of service with the Company. Vacation pay will be calculated as of the nearest pay period ending two (2) weeks prior to July 1<sup>st</sup>.
- (a) Employees having less than (1) one year of service as of June 30<sup>th</sup>, shall receive their vacation pay and any vacation entitlement as per current practice.
- (b) Employees having more than one year of service but less than (4) four years of service as of June 30<sup>th</sup> shall be entitled to (2) two weeks of vacation and shall receive (4%) percent of his/her total earnings.

- (c) Employees having more than (4) four years but less than (10) ten years of service as of June 30<sup>th</sup> shall be entitled to (3) weeks of vacation and shall receive (6%) six percent of his/her total earnings.
  - (d) Employees having more than ten (10) years but less than twenty (20) years of service as of June 30<sup>th</sup> shall be entitled to four (4) weeks vacation and shall receive eight (8%) percent of his/her total earnings.
  - (e) Employees having more than twenty years as of June 30<sup>th</sup> shall be entitled to five (5) weeks of vacation and shall receive ten (10) percent of his/her total earnings.
- 20.02 (a) The Company may schedule a two-week vacation shutdown each year during the months of July/August. Employees shall be notified by April 30<sup>th</sup> of any such shutdown. Any additional vacation will be taken at a mutually convenient time.
- (b) Skilled Trades Employees will receive time and one-half for all hours worked between Christmas and New Years during a shutdown.
- 20.03 Employees with greater than (2) weeks vacation may take additional vacation in excess of the two weeks in one day increments, with each three (3) days to equal one week of vacation. Vacation time must be booked in one-week blocks regardless of the number of work hours scheduled for that week. Employees on the 12-hour continuous shift can elect to book off vacation time in either the 48-hour workweek or the 36-hour workweek. Both will be recorded as one week's vacation.

Any partial vacation weeks (up to 3 days) may be taken in one day increments with prior Supervisor approval. Three days taken on one-day increments will be counted as one week's vacation for 12-hour shift Employees. Eight-hour shift Employees will have each day counted as one day of vacation, however, Employees should book vacation in one-week blocks wherever possible.

- 20.04 Employees shall receive their vacation pay one (1) week prior to the vacation shutdown, or in the first pay period of July where no vacation shutdown is scheduled, each year on a separate cheque or bank deposit with all necessary information to verify the accuracy of the pay. Also, Employees may request their vacation pay entitlement to that date on one (1) other occasion during the vacation year.
- 20.05 If an employee's seniority date is on or before July 1<sup>st</sup> of the vacation year, then the new increased vacation entitlement will be granted for that current vacation year. If after July 1<sup>st</sup> then the increased vacation entitlement is in effect at the beginning of the next vacation year.

**ARTICLE 21 – HOLIDAYS**

- 21.01 Employees with seniority will be eligible for the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Simcoe Day	New Years Eve Day

2 Floater Days designated by employee

To be eligible for the two floaters an employee must be employed before April 15.

- 21.02 Employees shall be paid for each of the above holidays, provided they have worked their scheduled working hours immediately preceding and succeeding a paid holiday unless they have a valid reason for not so doing.
- 21.03 An employee on approved leave of absence at the time a paid holiday falls or on a qualifying day will be paid for the holiday provided such leave of absence commenced less than thirty (30) days prior to the holiday.

- 21.04 An employee absent on the working day immediately preceding or succeeding a paid holiday due to verified illness or injury will qualify for the paid holiday provided the illness or injury has not commenced more than sixty (60) days prior to the paid holiday.
- 21.05 Subject to Article 21.04, in the case of an approved weekly indemnity or workers' compensation claim, the Company will pay the difference between the holiday pay and the amount of weekly indemnity benefit or workers' compensation benefit.
- 21.06 Employees eligible for designated holidays will be paid on the basis of the Employees regular rate of pay multiplied by eight hours in the case of a regular scheduled eight hour shift, or by twelve hours in the case of a regular scheduled eight hour shift, or by twelve hours in the case of a regular scheduled twelve hour shift.
- 21.07 Employees who work (scheduled or not) on a paid holiday are paid double their regular rate of pay for the hours worked that day, regardless of the total hours worked that week, plus the holiday pay, providing they qualify.
- 21.08 Employees will be eligible for a substitute holiday if the designated holiday falls on their regular scheduled shift off, and they would have otherwise qualified for the holiday. Employees must provide at least 48 hours notice prior to the planned day off for the request to be considered.
- 21.09 Any employee absent from work due to layoff when a holiday is observed shall receive full pay for such holiday provided the layoff did not commence prior to fifteen (15) days before the holiday is observed.
- 21.10 When a holiday falls within an employee's vacation period, an additional vacation day will be given to the employee. This extra vacation day may be taken immediately before or after the scheduled vacation period.

## **ARTICLE 22 – WORK ASSIGNMENTS**

- 22.01 The Company will not place unreasonable work demands upon Employees in making work assignments. Should an employee consider his work assignment does place unreasonable demands upon him, such may form the basis for an individual grievance.
- 22.02 In all cases of questions of safety the parties agree to abide by the relevant legislation provisions.

## **ARTICLE 23 – INSURANCE AND PENSIONS**

- 23.01 The Company will continue to provide the present health care benefit programs for Employees and their dependents with the following improvements:
- (a) Dental Expenses: annual maximum increase to \$1,800.00 in first year, \$1,850.00 in second year and \$1,900.00 in third year of the collective agreement, ODA fee schedule- one year time lag.
  - (b) Weekly Disability Income Benefits: Company to provide full twenty-six (26) weeks of coverage. Coverage to include benefits for Employees who are under-going a prescribed inpatient substance abuse rehabilitation program. Upon request, weekly indemnity cheques will be sent to Employees home by regular mail.
  - (c) Drug Card: \$2.00 deductible per prescription.
  - (d) Long Term Disability:
    - (i) benefit level 60%
    - (ii) eligibility as per normal industry standard of own occupation for first two (2) years, and thereafter, any occupation.
  - (e) Basic Life Insurance: one and one half (1.5) times to a maximum of \$60,000.00.

- (f) Voluntary Life Insurance: no charge.
- (g) Basic Accidental Death and Dismemberment: one and one half (1.5) times to a maximum of \$60,000.00.
- (h) Voluntary Accidental Death and Dismemberment: no charge.
- (i) Supplementary Health Expense: Lifetime maximum benefit increased to \$125,000.00 in year three from current \$100,000.00.
- (j) Vision Care: \$175.00, \$200.00 in year three (3).

23.02 Lay-off Security Plan : no change. Letter of Agreement #32.

23.03 The above benefits are available to same sex partners as long as they can establish their relationship on the same basis as the past practice of the Company regarding common-law partners.

23.04 The Company agrees to advise the Union should it consider changing carriers with a view to receiving input from the Union on the quality of the carrier and to ensure a comparable benefit program is maintained.

#### **ARTICLE 24 – PROFIT SHARING PROGRAM**

24.01 The Company will as of December 31, 2000 replace the current profit sharing plan with the Alcoa Performance Pay Plan as described in the letter of agreement. The Company agrees that Employees will receive pay out of any moniew owning under the old plan. (Provide explanation/sample of Performance pay plan in agreement)

#### **ARTICLE 25 – ATTENDANCE BONUS PROGRAM**

25.01 The Company will maintain its current proctice throughout the life of this agreement.



- 25.02 The Company will have present a Union rep for all attendance discussions. The employee has the right to waive representation in the presence of the Union representative.

## **ARTICLE 26 – GENERAL**

- 26.01 (a) Employees not in the bargaining unit will not perform any work normally done by bargaining unit Employees except for the purposes of training, experiments, dealing with emergencies or where such work is minor in nature.
- (b) The Company may contract out bargaining unit work except where such would result in the lay-off of any bargaining unit Employees.

### **26.02 CHANGE OF ADDRESS**

An employee will notify the Human Resources Department within five (5) days of any change of address. The employee will complete an employee request form, (in duplicate, and the employee will sign the form) and receive a receipt. In cases where the employee is on lay-off or leave of absence the employee shall provide notice of their change of address by registered mail or courier. The employee will then receive a receipt from the Company once the Company has received such notice. The Company shall be entitled to rely upon the latest address on its records.

### **26.03 UNION INTRODUCTION**

The Company agrees that when new Employees are hired, a Union representative will have an opportunity to make a presentation of up to fifteen (15) minutes duration to them during their orientation meeting.

### **26.04 EMPLOYEE ASSISTANCE**

In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism, turnover and other disruptions of the workforce. Further more, it can adversely affect safety, job performance, and employee moral.

The Company recognizes the importance of a cooperative effort between its' management, Union Committeepersons and Employees in this regard. It is appropriate for the Company and the Union to review and discuss these problems from time to time, with a view to providing assistance to addicted Employees, consistent with these Employees attitudes toward their problems. Such assistance shall include, but is not limited to, identification of the problem at its earliest stage, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of management and Union alike to recognize and deal responsibly and constructively with such problems as they arise. The Company and the Union will co-operate in supporting and emphasizing the objectives of an Employees' substance abuse program.

#### 26.05 **LEADHANDS**

The Company may select and remove leadhands who lead groups of Employees in their department, at its discretion. They may be required to perform the regular duties of their normal classification and, in addition, assign work to other Employees. Leadhands do not have the authority to hire, discipline or discharge Employees. Existing leadhands will have their leadhand premium red circled, while individuals selected as leadhands henceforth will receive a premium of one dollar (\$1.00) per hour to the job rate of the classification.

#### 26.06 **APPENDICES**

- (a) Attached hereto and forming a part of this agreement is appendix "A" covering job classifications and applicable wage rates for production and skilled trades workers.

- (b) Attached hereto and forming a part of this agreement is appendix “B” covering the skilled trades.
- (c) Attached hereto and forming a part of this agreement is appendix “C” covering forklift training and CPR training.
- (d) Preventive Maintenance Schedule.
- (e) 2001 Performance Pay Plan.
- (f) Attached hereto and forming a part of this agreement is appendix “F” covering letters of agreement.

#### 26.07 **PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund three (\$0.02) cents per straight hour worked per employee for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the Employees’ skills and all aspects of trade Union functions. Such monies shall be paid on a quarterly basis into a trust fund established by the National Union, CAW, and sent by the Company to the Paid Education Leave Program to the attention of: Stewart Keith, Accounting Branch, CAW Canada, 205 Placer Court, Willowdale Ontario, M2H 3H9. The Union will on an annual basis, provide the Company with an audited report on the PEL Trust Fund disbursement of monies received from the Company.

#### 26.08 **PENSION PLAN**

During the 2000 negotiations, the parties had extensive discussions about the current defined contribution pension plan. In the final result, the parties agreed to convert the current program to a defined benefit. Furthermore, the parties agreed that their respective pension representatives would meet and conclude the details of the plan within ninety (90) days following ratification of the agreement. The following will constitute the basis of the defined pension plan:

- (1) the pension will be fully funded by the Company;

- (2) the pension will cover all bargaining unit Employees at the Collingwood facility;
- (3) the normal retirement age will be 65;
- (4) past service will not be recognized;
- (5) Years of service will be considered to commence as of January 1, 2001;
- (6) the existing twenty-five (25 ) cent per hour pension plan contribution will continue until December 31, 2000.
- (7) pension service will be considered on the basis fo continuous service as defined by the plan;
- (8) the pension will provide \$24.00 for production workers and \$26.00 for skilled trades workers;
- (9) accrued pension funds will remain in individual accounts under current management until September 1, 2001. The Union and the Company will determine a means to transfer the accrued funds to the employee's own management, at the employee's option;
- (10) the normal form of pension will be guarteed for the life of the retiree.

## 26.09 **SOCIAL JUSTICE FUND**

During the current negotiations the parties discussed the Union plan to establish a Social Justice Fund for the purpose of providing financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of drought, famines and other dislocations.

In recognition of the UNion objective to establish a Social Justice Fund and subject to the conditions set forth in the following points (1) to (5), the Company will make quarterly contributions to the said fund equal to one cent (\$0.01) for straight time hour worked.

The following conditions are applicable:

- (1) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
- (2) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing.
- (3) The Union obtains and maintains a favorable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
- (4) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
  - (a) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.
  - (b) Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (C.I.D.A., or any successor body that performs like functions.
  - (c) Contributions to any Canadian or international non-partisan relief efforts to which other Canadian registered charities, registered under the Income Tax Act, are also making financial contributions.

(d) Contributions to any non-governmental and non-partisan development group recognized by the C.I.D.A. and registered as a charity under the Income Tax Act.

(5) The Union provides the Company with the annual audited financial statements and summaries of each year's donations made by the non-profit corporation.

## **ARTICLE 27 – HEALTH AND SAFETY**

27.01 (a) The Company recognizes its obligations to provide a safe, healthful working environment for the Employees.

(b) The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.

(c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with existing health and safety legislation.

27.02 The Company will bear the full cost of the first pair of safety glasses including prescription lenses, where required. In addition, the Company will assume the cost of replacement safety glasses if they are damaged on the job or if a new prescription is required.

The Company will provide one set personal molded hearing protection at no cost to the employee during the life of the Collective Agreement. The wearing of same will be mandatory unless there is medical reasons supporting non-use. Additional sets at employee's cost.

27.03 The Company will supply one pair of metatarsals per year of the contract. Should they wish to use metatarsal snaps they will receive their boot allowance and the use of metatarsal snaps will be mandatory. (As per Alcoa Policy)

(i) Any clothing or equipment provided by the Company will be in good repair.

- (ii) The Company will reimburse seniority Employees for the cost of safety boots up to a maximum of \$100.00 in each calendar year.
- (iii) The Company will reimburse skilled trades and foundry department Employees for the cost of safety boots up to the maximum of \$120.00 per year.
- (iv) Skilled trades Employees will receive \$150.00 per year for a clothing allowance.

## 27.04 **HEALTH SAFETY AND ENVIRONMENT COMMITTEE**

### 1. **JOINT HEALTH AND SAFETY COMMITTEE**

- (a) A Joint Health and Safety Committee shall be established which will be composed of a maximum of five Union members chosen by the Union. At no time shall the number of Company members be allowed to outnumber the amount of Union members.
- (b) Two Co-Chairpersons shall be elected by and from the members of the committee. One Co-chair shall be a Union member, the other shall be a Company member.
- (c) This committee will have the responsibility to:
  - (i) Review, recommend, and participate in the development of plant safety education, information programs, and employee job related safety training programs.
  - (ii) Determine that inspection has been carried out at least once a month by the Co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.

- (iii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
  - (iv) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
  - (v) Hold meetings at least once a month for the review of:
    - reports of current accidents and occupational diseases, their causes and means of prevention.
    - remedial action taken or required by the reports of investigations or inspections.
    - any other matters pertaining to health and safety.
  - (vi) Record the minutes of the meetings which shall be signed by the Co-chairs, distributed to the committee members, posted in the bulletin boards and sent to the Local Union and National Union Representative.
  - (vii) Create from its members a Joint Ergonomics sub-committee to look into relevant issues in this area.
- (d) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
  - (e) The Union Health and Safety Committee shall meet without Company Representative for at least one hour prior to the Committee meeting.
  - (f) The Committee must receive prompt notification of any fatalities or injuries resulting from work related accidents and in addition to be informed of accidents that did not result in serious injury but indicate a high potential for such is required, and all incidents where medical attention is required.

## 2. **RIGHT TO REFUSE**



- (a) The Company shall ensure that all Employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- (b) When a worker exercises his or her right to refuse, he or she shall notify the Supervisor who shall promptly notify the Union Health and Safety Representative or designate who shall be present during all stages of the investigation. The worker may stand at a safe place near their work station or be provided alternate work.
- (c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of a Union Health and Safety Representative or designate and refusing worker.
- (d) If the Union Health and Safety representative and the Supervisor cannot agree on a remedy to the work refusal, the Government Inspector shall be called in.
- (e) The provisions of Section 50 of the Occupational Health and Safety Act will apply as set out below:

“Reprisals by Employer Prohibited

- 1) No employer or person acting on behalf of the employer shall:
  - (a) dismiss or threaten to dismiss a worker
  - (b) discipline or suspend or threaten to discipline or suspend a worker
  - (c) impose any penalty upon a worker; or

- (d) intimidate or coerce a worker because the worker has acted in compliance with this Act or the regulations or an order made thereunder, has sought the enforcement of this Act or the regulations or has given evidence in the proceeding in respect of the enforcement of this Act or the regulations or in an inquest under the Coroners Act.
- 2) Where the worker complains that an employer or person acting on behalf of an employer has contravened subsection (1), the worker may either have the matter dealt with by final and binding settlement by arbitration under the Collective Agreement, if any, or file a complaint with the Ontario Labour Relations Board in which case any regulations governing the practice and procedure of the Board apply with all necessary modifications to the complaint.
- 3) The Ontario Labour Relations Board may inquire into any complaint filed under subsection (2), and section 91 of the Labour Relations Act, except subsection (5), applies with all necessary modifications as if such section, except subsection (5), is enacted in and forms part of this Act.
- 4) On an inquiry by the Ontario Labour Relations Board into a complaint filed under subsection (2), sections 1104, 105, 108, 110, and 111 of the Labour Relation Act with all necessary modifications.
- 5) On an inquiry by the Ontario Labour Relation Board into a complaint filed under subsection (2), the burden of proof that an employer or person acting on behalf of an employer did not act contrary to subsection (1) lies upon the employer or the person acting on behalf of the employer.
- 6) The Ontario Labour Relations Board shall exercise jurisdiction under this section on a complaint by a crown employee that the crown has contravened subsection (1).  
RSO. 1990, c.01, s. 50 (1-6)

- 7) Where on an inquiry by the Ontario Labour Relations Board into a complaint filed under subsection (2), the Board determines that the worker has been discharged or otherwise disciplined by an employer for cause and the contract of employment or the Collective Agreement, as the case may be, does not contain a specific penalty for intransigence, the Board may substitute such other penalty for the discharge or discipline as to the Board seems just and reasonable in all the circumstances 1995, c.1, s 84(1).”

### **3. DISCLOSURE OF INFORMATION**

The Company and the Union shall provide each other with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable level, precautions to be taken, symptoms, medical treatment and antidotes.

### **4. RIGHT TO ACCOMPANY INSPECTORS**

The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during their regular inspection, or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representative.

### **5. ACCESS TO THE WORKPLACE**

Union Health and Safety Staff or Union Consultants shall be provided access to the workplace to attend meetings of the Committee or Union Committee. For the purposes of making Health and Safety inspections, with proper advance notice, have access to the plant and locations where members of the bargaining unit are employed.

## **6. NATIONAL DAY OF MOURNING**

Each year on April 28 one minute of silence will be observed in memory of workers killed or injured on the job.

## **7. VIOLENCE AGAINST WOMEN**

Each year on December 11<sup>th</sup> one minute of silence will be observed in memory of all women who are victims of violence (Montreal Massacre).

- 27.05 When a serious accident of fatality occurs the Supervisor and the Union Health and Safety Representative will jointly conduct an interview with relevant Employees as soon as possible.
- 27.06 At the request of the Union, the Company will share information on all known physical agents or toxic materials to which workers are exposed as well as symptoms, medical remedies and antidotes.
- 27.08 (a) If an employee is injured on the job, they will be paid for the balance of the initial shift on which they have been sent home or to a hospital or doctor because of such injury. This shall also apply for time that an employee requires to be treated by the Company's medical staff.
- (b) Where an employee is unable to perform his/her normal job duties due to a work place injury and the Employer assigns that employee to another job, that employee shall be paid the rate for such job or his normal rate, whichever is greater.
- (c) The employer shall provide the Union with a copy of the employer's report of injury or disease (Form 7) when submitting same to the Workers' Compensation Board (WCB)/WSIB in order to give the Union an opportunity to discuss with the employer any errors or omissions which may exist. The employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the employer and WCB/WSIB claim to both the Union and the required employee.
- 27.09 **EMPLOYMENT OF WORKERS WITH DISABILITIES**

**GOALS:**

The Company agrees to make every reasonable effort to provide suitable modified or alternative employment to Employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational injury, illness or disability.

**OBJECTIVES:**

- (1) to assist in the rehabilitation of Employees so they can return to their pre-disability, posted job,
- (2) to enable Employees, who because of injury or illness are unable to perform their posted job, perform modified duties when possible,
- (3) to provide benefit to the Company and Employees by having work required to be done, performed by Employees who otherwise would be absent from work,
- (4) to provide fair, equal and consistent practices for such Employees.

**DEFINITIONS:**

A modified work candidate is an employee recuperating from an occupational or non-occupational injury or illness and who is unable, on a temporary basis, to perform all the duties of the employee's regular job.

The Modified Work/Accommodation Committee will consist of equal representation from both the Union and the Company. Of which one (1) is to be appointed by the Union. The representatives of the Modified Work/Accommodation Committee agree to make every reasonable effort to provide suitable modified or alternative employment to Employees who are temporarily unable to return to their regular duties as a consequence of an injury/illness or disability.

Modified Work is work assigned to Employees while they are temporarily disabled where either the physical requirements of the employee's regular work are modified or the Employees are assigned to other work within their physical capabilities. Modified or alternative duties encompass any job, task or combination of tasks or functions than an employee who suffers from temporary disability may perform safely within the medical restrictions of the employee.

### **TEMPORARY DISABILITIES**

1. Working collectively, the Committee shall ensure that the Modified Work Program is carried out in accordance with the Collective Agreement, and as per the Human Rights Code, the Occupational Health and Safety Act, WSIA and any other relevant employment related legislation.
2. Cases of accommodation will be reviewed on an individual basis by the Modified Work/Accommodation Committee taking into consideration 1) the medical restriction of the employee; 2) the necessity to provide work assignments which are beneficial to the employee's medical rehabilitation.
3. The Modified Work/Accommodation Committee, in conjunction with the Supervisor, will be responsible for locating work assignments and monitoring the employee's specific rehabilitation program, including the evaluation of work accomplishment.
4. If after a pre-determined period of time within a ten (10) week period an employee on modified work had not responded satisfactorily or has not returned to his/her regular work, the Modified Work/Accommodation Committee will review the case and make recommendations to the Director of Administration regarding the Employees continuing in the program.

5. The injured employee shall communicate any concerns to a Union Representative or Supervisor so that any potential problems in connection with modified work can be resolved early. It is also the employee's responsibility to obtain clearance from his/her physician, for the return to work and to work in conjunction with the Modified Work/Accommodation Committee's attempts to accommodate the individual.
6. If a problem arises that cannot be resolved by the Modified Work/Accommodation Committee, the committee may require the employee to attend an Independent Medical Examiner and/or a Functional Abilities Evaluation at the Company's expense in order to determine what, if any, work can be performed.
7. The following guidelines will apply when considering an employee for modified work:
  - 1) The employee's present job will be considered
  - 2) Positions within the employee's job will be considered
  - 3) If the employee cannot be accommodated within his/her posted group, the Modified Work/Accommodation Committee will attempt to accommodate such employee outside his/her posted group/classification provided the Supervisor and the Union Committee person have been informed.
  - 4) Temporary modified work may be arranged for up to ten (10) weeks. Upon request from the employee's physician or specialist, the joint committee may consider extensions.
  - 5) An employee on modified work, in accordance with this article, will not displace another employee.

- 6) During the period of temporary modified employment, Employees will not be permitted to work overtime, unless approved by their physician and within the employee's restrictions. The modified work/accommodation program is considered to be a work hardening program to get the employee back to his/her pre-injury position.
- 7) If accommodations cannot be arranged by the Modified Work/Accommodation Committee, the employee will remain on weekly indemnity on WSIB benefits.

### **PERMANENT DISABILITY**

1. All Employees who have incurred a medically determined permanent disability and are not capable of performing their regular duties, but are capable of performing other duties, either in their own classification or another classification, may by mutual agreement between the Company and the Union be placed on an alternate job, provided they are capable of performing the available work and, providing that they will not displace another employee with greater seniority.
2. Suitable work will be offered to disabled Employees according to the steps below and will be offered in accordance with seniority.
3. When a permanent disability has been established by either WSIB or by a Functional Abilities Evaluation (FAE) the following process will occur:
  - a) Positions within the disabled employee's classification will be considered.
  - b) If the employee cannot be accommodated within their classification group, the Modified Work/Accommodation Committee will attempt to accommodate the employee by locating suitable work outside the employee's classification /group.



- c) In attempting to accommodate Employees with a permanent disability, it is understood that an employee with less seniority may be displaced by the disabled employee.
4. Employees placed in accordance with this article may work overtime, whether voluntary or scheduled, provided that the overtime assignment is within the employee's medical restrictions and provided that the employee does not displace another employee.
  5. Employees reclassified in (a) above may be re-evaluated by the Modified Work Accommodation Committee not less than annually. Should the employee and the committee be unable to determine the extent of the disability and/or agree on suitable work the employee will undergo an IME to identify what, if any, work the employee is capable of performing.
- 27.10 When Employees are required to see the Occupational Health Services Supervisor, they will be accompanied by the WSIB/Benefit representative or a Union representative. Representation must be waived in the presence of the Union representative.

## **ARTICLE 28 – DURATION**

- 28.01 This agreement shall commence on the 1<sup>st</sup> of September, 2000 and end on the 31<sup>st</sup> day of August 2003 and shall continue from year to year thereafter unless either party gives notice, in writing, to the other not less than 30 days and no more than 90 days prior to the expire date hereof, of that parties intention to terminate or renegotiate this agreement.

All of which is agreed on the 1<sup>st</sup> day of December 2000.

**For the Union:**

**For the Company:**

\_\_\_\_\_  
\_\_\_\_\_  
**Geoff Dalziel**

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\_\_\_\_\_  
**Dave DeRivers**

\_\_\_\_\_  
\_\_\_\_\_  
**George Brown**

\_\_\_\_\_  
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**Terry Cesar**

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**Susan MacDuffie**

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**James Gray**

\_\_\_\_\_  
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**Vic Morrison  
McPherson**

\_\_\_\_\_  
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**Betty Guite**

\_\_\_\_\_  
\_\_\_\_\_  
**Robert**

\_\_\_\_\_  
**Bryon Doucette**

\_\_\_\_\_  
**Susan Spratt**

**APPENDIX "A"**

CLASSIFICATION	START RATE	JOB RATE 01/09/00	JOB RATE 02/09/01	JOB RATE 01/09/02
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Melting Operator	\$13.90	\$15.64	\$16.04	\$16.49
Casting Operator	\$13.90	\$15.64	\$16.04	\$16.49
Die Prep	\$13.90	\$15.64	\$16.04	\$16.49
Furance Cleaner	\$13.90	\$15.64	\$16.04	\$16.49
Feed Tube Assembler	\$13.90	\$15.64	\$16.04	\$16.49
Silvistrini Operator	\$13.00	\$14.89	\$15.29	\$15.74
X-ray Operator	\$13.00	\$14.89	\$15.29	\$15.74
Heat Treat Operator	\$13.00	\$14.89	\$15.29	\$15.74
Machining Operartor	\$13.00	\$14.89	\$15.29	\$15.74
Material Handler	\$13.00	\$14.89	\$15.29	\$15.74
Set-Up Room Tech	\$16.00	\$17.84	\$18.24	\$18.69
Deburrer \$13.00	\$14.89	\$15.29	\$15.74	
Paint Operator	\$13.00	\$14.89	\$15.29	\$15.74
Quality Assurance	\$13.00	\$14.89	\$15.29	\$15.74
Lab Technician	\$13.00	\$14.89	\$15.29	\$15.74
Stores	\$13.00	\$14.89	\$15.29	\$15.74
Janitor	\$13.00	\$14.89	\$15.29	\$15.74
<b>CMM</b>	\$14.70	\$16.21	\$16.61	\$17.06
Silvestrini Set-Up	\$14.90	\$16.69	\$17.09	\$17.54
Toolroom Helpers	\$13.15	\$14.90	\$15.30	\$15.75
Casting Preventative Maint.	\$14.25	\$16.11	\$16.51	\$16.96

All Employees at Red Circle rate will receive a lump sum in each year of the agreement equal to their wage increases. This will convert to applicable base rate once the individual achieves the rate through the wage increases.

**New:** Dates for wage increase to reflect beginning of pay week to avoid retroactivity.

## APPENDIX “B” – SKILLED TRADES

## **SKILLED TRADES COMMITTEE**

The Company will agree to a Maintenance Committee consisting of the Maintenance Manager and the Skilled Trades Chairperson, along one elected representative from each maintenance trade (i.e. millwrights and electricians) to meet every two months or less if required to review the issues of joint interest.

The Company will agree to a Tool Room Committee consisting of the Skilled Trade Chairperson along with one elected toolmaker to meet every two months or less if required to review the issues of joint interest.

## **LINES OF DEMARCATION**

The Skilled Trades Committeeperson may request the Director of Administration to arrange a special meeting to hear the skilled trades representative's views concerning issues in connection with work assignments of Employees in the skilled trades classifications and to discuss the matter. Such special conference will be attended by the skilled trades Committeeperson, the Maintenance Manager and the Director of Administration. The Canadian Director of the National Union or his specified staff representative may attend the conference meeting.

If the matter is not resolved at this conference, the skilled trades Committeeperson shall reduce the matter to writing, setting forth all the facts and circumstances surrounding the case and the position taken by the Union. This statement will be presented to the Company. Within a reasonable period of time thereafter, the Company will give the Union a complete statement of the facts and the reason for its position. Within (30) days of such delivery, the Union shall notify the Company that the issue has been withdrawn, or that the Company and Union statements have been forwarded to the Canadian Director of the National Union or his specified representative.

If in its judgement the matter warrants appeal, the National Union shall within (30) thirty days of receipt of the statements, request a meeting to discuss the matter with the skilled trades committee by written notice to the director of administration.

### **SECTION 1**

The term journeymen/journeywoman as used in this agreement shall mean any person:

- (a) Who presently holds a journeyman's/journeywoman's classification in a skilled trade occupation;
- (b) Who has served a bon-fide apprenticeship (4 years 8,000 hours) and holds a certificate which substantiates their claim of service;
- (c) Prior to the starting date of employee, the Company shall present to the Union, documented proof of the respected trade the new employee will be working in.

### **SECTION 2 – REDUCTION OF SKILLED TRADES WORKFOCE**

#### Preamble

There shall be no bumping between the skilled trades and the rest of the bargaining unit except that should trades classifications be permanent, discontinued or eliminated such employee(s) displaced may exercise their full Company seniority to bump the most junior employee(s) in the bargaining unit and will take the rate of that position.

- (a) If Employees are to be reduced from any skilled trades classification, such Employees will be laid off according to Article 13.
- (b) Recall to their classification shall be made in reverse order of layoff.

### **SECTION 3 – TOOL ALLOWANCE**

The Company agrees to provide the skilled tradespersons with the appropriate tools for the job. However, if replacement is required due to abuse or neglect, the tradesperson will be responsible for replacing them.

#### **SECTION 4 – DUES SKILLED TRADES COUNCIL**

- (a) The Company agrees to deduct dues as may be authorized by the Canadian Region Skilled Trades Council CAW from Employees hired, re-hired, reinstated or transferred to a skilled trades classification or trades as listed, upon receipt of individual authorized cards signed by such Employees. Such deductions shall be made at the same time as regular Union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the Employees, and their respective trade shall be remitted to the financial secretary of the local Union.
- (b) The deduction of the skilled trades council dues shall be a condition of employment in the skilled trades.

#### **SECTION 5 – APPRENTICESHIP STANDARDS**

- (a) The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace Transportation and General Worker's Union of Canada, (CAW-Canada) and its Local 1995.
- (b) **PURPOSE**

The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that they will be equipped for profitable employment, and to further the assurance to the Company of proficient Employees at the conclusion of the training period.

**(c) DEFINITIONS**

- 1) The term “Company” shall mean Reynolds-Lemmerz (change to ALCOA)
- 2) The term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its Local Union 1995.
- 3) “Registration Agency” on labour standards shall mean the Industrial Training Branch, Department of Labour. “Registration Agency” for the apprentice as a student, covering related instruction.
- 4) “Apprentice Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and his/her parent or guardian if he/she is a minor, which agreement or indenture shall be reviewed by the Skilled Trades Committee.
- 5) “Apprentice” shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- 6) “Committee” shall mean the Skilled Trades Committee organized under these standards.
- 7) “Supervisor of Apprentices” shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.

- 8) Standards of Apprenticeship” shall mean this entire document, including these definitions.

**(d) APPLICATION**

Opportunities for apprenticeships will be posted by the Human Resources Department of the Company. Applicants considering themselves eligible under the program of training will apply as per the Collective Agreement. These applications of prospective apprentices will be reviewed by the Skilled Trades Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

**(e) APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:

- 1) He/she must have grade twelve (12) or its educational equivalent.

Exceptions to these requirements may be made by the Company upon the recommendation of the committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company’s regular employment requirements.

- 2) Applicants may be tested as part of the application process.

**(f) CREDIT FOR PREVIOUS EXPERIENCE**



At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentice's probationary period.

**(g) TERMS OF APPRENTICESHIP**

The term of apprenticeship is set out in paragraph (1) below, or as may mutually agreed upon.

**(h) PROBATIONARY PERIOD**

The first five hundred and twenty-eight (528) hours of employment as an apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with an apprentice may only be canceled by the Company after advising the committee. The registration agencies shall be advised of such cancellations.

**(i) HOURS OF WORK**

Apprentices shall be subject to the same conditions regarding overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours of work.

**(j) RATIO**

There will be during the term of this agreement at least one new electrical and one new millwright apprentice.

The ratio of apprentice to journeyman shall not exceed one apprentice to each four (4) journeymen in the trade in which he/she is apprenticed, (e.g. one (1) toolmaker apprentice to four (4) toolmakers). If layoffs become necessary, apprentices shall be laid off to maintain the same ratio.

**(k) DISCIPLINE**

- (i) The Committee shall have the authority to recommend discipline and /or cancellation of the apprenticeship agreement fo the apprentice to the Company at any time for cause such as:
  - 1) inability to learn;
  - 2) unreliability;
  - 3) unsatisfactory work;
  - 4) lack of interest in his/her work or education;
  - 5) improper conduct;
  - 6) failure to attend classroom instruction regularly.
  
- (ii) Upon the recommendation of the Committee, Employees will lose their apprenticeship opportunity if they fail to pass one of the theory levels during this program and will then be returned to an available plant job opening based on the language in the Collective Agreement. However, Employees will only be permitted to write a theory level on two occasions. If they are unsuccessful in passing that level, they will be returned to an available plant job, if available or terminated if not.
  
- (iii) Apprentices failing to achieve their license within one year of being eligible to write their test will be returned to an available plant job opening based on the language in the Collective Agreement.

(I) **WAGES**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1<sup>st</sup> 1,000 hours - not less than 65% of the journeymen's wage rate

2<sup>nd</sup> 1,000 hours – not less than 70% of the journeymen’s wage rate

3<sup>rd</sup> 1,000 hours – not less than 75% of the journeymen’s wage rate

4<sup>th</sup> 1,000 hours – not less than 80% of the journeymen’s wage rate

5<sup>th</sup> 1,000 hours – not less than 85% of the journeymen’s wage rate

6<sup>th</sup> 1,000 hours – not less than 90% of the journeymen’s wage rate

7<sup>th</sup> 1,000 hours – not less than 95% of the journeymen’s wage rate

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed 8,000 hours of training and after recommendation for his journeyman’s certificate by the Committee, he is to receive not less than the minimum rate to skilled journeymen in the trade in which he has served his apprenticeship provided an opening exists and he is selected for employment as a journeyman.

**(m) ACADEMIC TRAINING**

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. Credits for time spent in academic training is given in the calculation of hours of apprenticeship served and shall be applied against the period total. The student apprentice is required to furnish each month proof of his attendance at the school.

**(n) MONITORING OF THE PROGRAM**

The Skilled Trades Committee shall meet on a quarterly basis to discuss the following issues:

- 1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- 2) To accept or reject applicants for apprenticeship subject to final approval by the Company as provided in Article 7 (d).
- 3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- 4) To determine whether the apprentices's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- 5) To offer constructive suggestions for the improvement of training on the job.
- 6) To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.
- 7) To review the Supervisor's quarterly report on each apprentice.
- 8) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

**(o) SUPERVISION OF APPRENTICES**

Apprentices shall be under the general direction of the Supervisor of Apprentices, or his designate, and under the immediate direction of the Supervisor of the department to which they are assigned.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee shall prepare adequate record forms to be filled in by the Foreman under whom the apprentices receive direction, instruction and experience. The Supervisor shall make a report at least every quarter to the Supervisor of apprentices, or his designate, on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

(p) **SENIORITY**

The apprentices will exercise their seniority within their own classification. For example if there are four apprentices in the trade such as "Industrial Mechanic/Millwright" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice will be given seniority equal to 100% of time spent as an apprentice, but not more than four (4) years and four (4) months.

Notwithstanding the provisions of the Collective Agreement, dated September 1, 2000, between the Company and the Union, of which these Apprentice Standards shall henceforward be part, an employee with seniority who is selected for an apprenticeship, to return to his former job classification with the same seniority date he held immediately prior to becoming an apprentice.

After five hundred and twenty-eight (528) hours as an apprentice, an apprentice shall have as his seniority date the date he was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

**(q) APPRENTICESHIP AGREEMENT**

“Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian, (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies to the apprenticeship agreement:

- 1) The apprentice
- 2) The Company
- 3) The Committee
- 4) The Registration Agencies
- 5) The Local Union
- 6) The National Automobile, Aerospace Transportation and General Workers Union of Canada (CAW-Canada)

**(r) CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Department of Labour, that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Department of Labour unless recommended by the Committee.

**(s) VACATION SHUTDOWN**

Skilled trades will receive time and one half pay for all hours worked between Christmas and New Years during a shutdown.

The parties agree to the following procedure for ensuring adequate skilled trades support during any shutdown:

- 1) The Company will first ask for volunteers to work the shutdown.
- 2) If there are an insufficient number of volunteers, the junior person(s) in the required trade will be required to work the shutdown.
- 3) Employees who have a pre-approved vacation for the shutdown period may not be required to work, although they will be given the opportunity to volunteer.

**(t) TRAINING**

The issue of training for robotics and PLC's will be reviewed by the Skilled Trades Committee for purposes of making a recommendation to the Company.

**NEW TECHNOLOGY**

The parties agree that with the introduction of new technologies, it is important that advance planning be made to anticipate skills, needs and training required.

“New Technology” means machinery, equipment, materials or methods of a different nature than those previously used by the Company that are new to the bargaining unit will have a significant impact on bargaining unit Employees.

It is agreed that the workers affected by the introduction of new technology should have every reasonable opportunity to apply themselves to the new skills and the new technology.

The Company will assume the reasonable cost of on-the-job training to afford the bargaining unit Employees, (who have the basic qualifications and ability to be trained), the opportunity to keep current with new technology (methods, tools, and machines) affecting their work and job security.

The Company will make its best efforts to notify the Union at least sixty (60) days in advance of any introduction in new technology and will notify the Union in advance of the introduction of new technology so as to give the affected Bargaining Unit employee, (who has the basic qualifications and ability to be trained), the opportunity to become acquainted with the new skill needs so that he/she will be available to perform the work when needed.

Senior Employees, both production and skilled, (who have the basic qualifications and ability to be trained) will be given preference under this clause. In this regard, the Committee on New Technology is responsible for defining problems, developing solutions to such problems, and recommending solutions to the employer.

## **COMMITTEE ON NEW TECHNOLOGY**



The Company and Union recognize that it is to their mutual benefit to ensure that competitiveness of the organization is maintained through the continued introduction of New Technology.

Within thirty (30) days of signing the Collective Agreement, the parties will establish a joint Management/Union Committee comprised of the Director of Administration, or his designate, and one (1) representative from the Plant Committee.

The Committee will meet at least quarterly at the request of either party, unless otherwise mutually agreed.

### **SECTION 6 – CLOTHING**

The Company will provide clothing as per Article 27.03 (v), and cloth hand wipes upon request for all Skilled Trades Employees.

### **SECTION 7 – TICKETS**

The Company will pay for all renewable trades tickets.

## **APPENDIX “C”**

### **NO.1-Fork Lift Safety Training Program:**

The Company will provide training to fork-lift drivers.

### **NO.2-CPR Training:**

The Company will provide CPR training to Employees.

## **APPENDIX “F”- LETTER OF AGREEMENT**

**LETTER OF AGREEMENT #1****OCCUPATIONAL HEALTH AND SAFETY STANDARDS**

The parties agreed during 1997 negotiations that the legislative requirements under the Occupational Health and Safety Act and Regulations as of January 1, 1996 will be reserved as a minimum standard during the life of the Collective Agreement.

**LETTER OF AGREEMENT #2****APPRENTICESHIP SUB-PLAN**

The Company will provide each apprentice (S.U.B.) of one thousand dollars (\$1,000) to assist those apprentices during the time they are required to attend the education portion of their apprenticeship training under a registered SUB plan. The purpose of the SUB is to assist in part at least partially in subsidizing the apprentice in the purchase of books, lodgings, gas mileage and other expenditures while they are receiving employment insurance. No apprentice shall receive SUB that in combination with the amount received from employment insurance would exceed their normal compensation.

**LETTER OF AGREEMENT #3****SKILLED TRADES CLASSIFICATION****Machinist**

The parties agree to grandfather David Fathers in this position. Mr. Fathers will have preference for any Toolmaker apprenticeships that may become available during the life of the Collective Agreement. He will be maintained at his current rate, plus all production increases.

**Welder Toolroom**

This position will be grandfathered at a rate of \$3.00 below the Toolmaker's rate. It is understood that this position will perform welding work outside of the Toolroom, and furthermore, the Toolmakers will also perform welding work.

### **Maintenance Helper**

The parties agree to grandfather Wayne Ferguson in this position for the life of this Collective Agreement. He will be maintained at his current rate, plus any negotiated increases for production.

## **LETTER OF AGREEMENT #4**

### **METAL WORKING FLUIDS AND ALUMINUM EXPOSURE**

#### **1) Metal Working Exposure**

Reynolds-Lemmerz Industries share the concern of the Union that the metal working fluids be monitored and every reasonable effort be made for continuous improvement in this area, this despite the parties recognition that current levels are significantly below the provincial guidelines.

#### **2) Aluminum Exposure**

The parties will continue to monitor developments in the literature as they occur, and will mutually consider appropriate response should any workplace concerns develop at Reynolds-Lemmerz Industries.

## **LETTER OF AGREEMENT #5**

### **ABSENTEE CONTROL PROGRAM**

The parties agree to maintain the existing absentee control program during the life to the Collective Agreement.

## **LETTER OF AGREEMENT #6**

## **DISTRIBUTION OF BENEFIT BOOKLETS**

The Company has agreed to distribute copies of insurance carrier booklets which describe in detail the benefits provided by the carrier.

The Company had advised the carrier that going forward the carrier will need to communicate with the Union's authorized representative which they have agreed to, with the understanding that as it relates to confidential medical information, the employee will need to sign a standard authorization so the insurance carrier and the Union representative don't get into any difficulties with the employee.

## **LETTER OF AGREEMENT #7**

### **SUBSTANCE ABUSE – RECOGNITION OF A/A AND AL-NON**

The parties recognize the above organizations for their expertise in assisting Employees who have developed substance abuse problems.

## **LETTER OF AGREEMENT #8**

### **SKILLED TRADES NOTIFICATION**

During the 1997 negotiations, the parties discussed the issue of skilled trades personnel having to work by themselves in certain circumstances. It was agreed the parties would develop a tagging system whereby the Company would be aware at all times of the location of the skilled trades personnel who are working in isolated circumstances. (i.e.: the roof of the plant.)

## **LETTER OF AGREEMENT #9**

### **INTERIM DISABILITY PAYMENTS**

Employees who have applied for Workers' Compensation benefits, and who apply for and are approved for weekly indemnity payments agree to reimburse the insurance carrier for any weekly indemnity payments received immediately upon receipt of their initial Workers' Compensation payments.

Employees will be able to have access to waiver forms from administration and returned to the Supervisor of Health Services.

### **LETTER OF AGREEMENT #10**

#### **OVERTIME THRESHOLD**

During the collective bargaining process, the parties discussed the potential amendments to the Employment Standards Act. The Company agreed to maintain its current practice during the life of the collective agreement. (i.e. overtime be paid after forty (40) hours in a week..)

This may change in the event the Company switches to a 5X8 shift schedule.

### **LETTER OF AGREEMENT #11**

#### **GUIDELINES FOR OVERTIME AND TEMPORARY TRANSFERS**

The parties agree to continue with the guidelines as agreed in the memo of August 30, 1996.

- (1) Employees called in on O/T will be sent home after 4 hours work if their services are not needed, unless they volunteer to go home earlier. Volunteers will be asked in order of the highest seniority first. Exception: Article 17.02
- (2) Employees will be allocated to other departments on a volunteer basis in order of the most senior Employees first.
- (3) If no volunteers are willing to be relocated, then the most junior employee by seniority will be allocated to the department where a manpower demand exists.

- (4) Employees in on overtime whose services are needed will remain in the department on a seniority basis. If they are the most junior employee they they will be relocated to the department where a manpower shortage exists or elect to go home.

## OVERTIME ALLOCATION GUIDELINES

### **Scope:**

This overtime allocation guideline will cover all eligible hourly Employees in the equitable distribution of available overtime.

### **Method:**

- (1) When overtime is required an Overtime Master Form for the department will be used.
- (2) Employees names will be arranged in order of seniority by classification, by department, by shift on the Overtime Master Form.
- (3) Employees will normally be asked for overtime by the Foreman in order of least overtime hours accrued by seniority in the classification, department and availability of the appropriate shifts first. Overtime will normally be offered to the shift whose days off and shift status (nights, days) corresponds to the available overtime.
- (4) If overtime cannot be filled by the corresponding shift first, the shift opposite will be asked next. Note: No employee will normally be asked to work two consecutive days during the initial request.
- (5) Employees will only be allowed to work a maximum of 60 hours work in any given week. The 12 hour shift will be allowed a maximum of 4 consecutive days worked. Eight hour shifts have a maximum of 60 hours work in any given week and no more than 6 consecutive days worked. Emergencies will be the exception only.

- (6) Initially, overtime will normally be offered to Employees starting at the top of the list who meet the above criteria.
- (7) Overtime will normally be allocated as full shift allotments first and if not filled on this basis the foreperson will ask the same Employees again that declined in the first place for ½ shift blocks. Failing this the foreperson can then fill in overtime from outside the classification and department.
- (8) Once the Supervisor has exhausted his employee resources in the same department, same classification, they then can ask Employees outside the department and classification to fill the overtime requirement. Note: Employees who are asked from outside the department, classification will not have hours credited against their overtime accumulation on their master form.
- (9) Overtime will normally be filled on a day to day basis beginning with the first available day for overtime. Each days requirements will normally start at the next employee on the Overtime Master Form from where the previous request finished.
- (10) Material handlers or anyone else who falls into a specialized classification will normally be considered within their own classification first.
- (11) Hours accepted and worked by Employees will be recorded on the Overtime Master Form. Hours offered and declined or if an employee is unavailable to be given the opportunity it will be recorded and circled as such.

**Note:** If any employee is unavailable to be asked for overtime due to an absence or unavailability of contact (e.g. phone) for any reason, they will be deemed to have been offered and declined the overtime. This must be recorded properly.

- (12) The accrued total (all hours) are to be carried over in the area directly below the recorded hours.

- (13) The Overtime Master Form is to be posted within the department for employee review.
- (14) At the end of each month the Overtime Master Forms are to be submitted by the foremen to the Department Supervisor for review.
- (15) One copy will be submitted to the Human Resources Director by the Department Supervisor for review.
- (16) The Director of Administration will submit the copy once reviewed to the Union committee for review.
- (17) Overtime premiums will follow Article 16 of the Collective Agreement as well as any other conditions not covered in this procedure.
- (18) In addition the Memorandum dated 1996 08 30, Guideline for Overtime and Temporary Transfer will be in effect acting as guideline to special circumstances that occur occasionally.

**Responsibilities:**

- (1) Employees to either accept or decline overtime offered.
- (2) Foremen to contact Employees and offer available overtime, record appropriate hours and submit documentation to Department Supervisor monthly.
- (3) Department Supervisor to review Overtime Master Form and correct any problems and submit Overtime Master Form to Director of Administration monthly.
- (4) Director of Administration to review Overtime Master Form and Submit to Union Committee monthly.

**LETTER OF AGREEMENT #12**



## **GUIDELINES FOR BREAKS**

Following ratification, the Union Committee person and Supervisor in the Department other than Casting will meet to review the issue of breaks with the goal of developing a mutually acceptable approach on a department by department basis.

## **LETTER OF AGREEMENT #13**

### **TOTAL PRODUCTIVE MANUFACTURING**

During the 1997 negotiations, the parties discussed the introduction of Total Productive Manufacturing at Reynolds-Lemmerz. It was agreed that the Skilled Trades Committee will undertake a continuing review of this important matter.

February 10, 1999

Mr. Geoff Dalziel  
Plant Chairperson  
115 First Street, Suite 232  
Collingwood, ON L9Y 4W3

Dear Geoff:

Further to our recent discussions regarding the implementation of Total Productive Manufacturing (TPM) Vision and Mission Statement exemplifies the need to continually improve our operations in order to meet the competitive challenges of the global aluminum wheel market.

Reynolds-Lemmerz Industries has no intention of using Total Productive Manufacturing as a tool to reduce employment. Our mission in working together on TPM is to achieve equipment wellness, minimize equipment breakdowns, make a safer work area, empower operators and improve training standards in order to achieve job security and profitability for all at Reynolds-Lemmerz Industries.

I trust that we can count on CAW Local 1995 and our dedicated bargaining unit members for their support and involvement as we move through the TPM implementation at Reynolds-Lemmerz Industries.

Yours truly,  
REYNOLDS-LEMMERZ INDUSTRIES

George Brown  
Plant Manager

**LETTER OF AGREEMENT #14**

**SKILLED TRADES POSITIONS AND TEMPORARY EMPLOYEES**

The Company agrees not to use temporary Employees in skilled trades positions unless mutually agreed to by the Union and the Company.

**LETTER OF AGREEMENT #15**

**GOVERNMENT FUNDING OF APPRENTICESHIP PROGRAM**

The parties agree that in the event of the Employment Insurance (E.I.) funding for apprentices being changed by government, the Company will have wage continuation at the E.I. rate with the view that apprentices can continue in their program.

**LETTER OF AGREEMENT #16**

**CONTRACTORS IN THE BUILDING**

The parties agree that the Company will inform the Skilled Trades Committee when Skilled Trades Contractors are in the building to perform work. Company to ensure outside contractors are properly ticketed where required by the nature of work .

**LETTER OF AGREEMENT #17**

**SENIORITY DATES FOR APPRENTICES**

Effective immediately upon the signing of the 2<sup>nd</sup> Collective Agreement, new apprentices will not have their original seniority date count in cases of lay-off in the skilled trades. The start date in the skilled trades Apprentice Program will be the seniority date on record in the cases of lay-off. All existing apprentices' seniority dates will be grandfathered.

**LETTER OF AGREEMENT #18****LEADHAND BONUS**

The parties agree there will be no separate incentive bonus for Leadhands throughout the life of this collective agreement.

**LETTER OF AGREEMENT #19****DISABILITY DISPUTE RESOLUTION PROCESS**

The Company and Union wish to see short and long term disability claims processed in a fair and expedient manner. The parties agree that the process, review and payment for an Independent Medical Opinion (IMO) contained in the Duty to Accommodate language herein, will apply for short term and long term disability claims that are in dispute.

**LETTER OF AGREEMENT #20****ATTENDANCE COUNSELLING / UNION REPRESENTATION**

Employees shall have the right to Union representation for attendance counselling and can decline in presence of the Union representative.

**LETTER OF AGREEMENT #21****HOURS OF WORK**

The parties recognize the automotive parts business can and does change in a rapid and often unpredictable manner. As a result, the Company requires the ability to respond to those changing conditions in a number of ways including the modification of plant-wide shift schedules. However, the Company recognizes that Employees will be affected by such changes and that reasonable notice is therefore important.

Therefore, the Company is prepared to commit to introducing no plant-wide shift changes over the next 12 months. After this year period, the parties will meet to discuss alternate shift schedules, if required, and the Company agrees it will not implement such changes for a 90 calendar day period.

### **LETTER OF AGREEMENT # 22**

#### **MASTER OUT OF CLASSIFICATION O/T LIST**

The parties hereto agree that within three (3) months of the ratification of this agreement a master overtime list for out of classification overtime will be developed and applied as in 16.02.

### **LETTER OF AGREEMENT #23**

#### **STRAIGHT SHIFT O/T ALLOCATION**

This Letter of Agreement is to confirm the agreed upon process for handling Overtime Allocation to Employees on a straight continental shift.

Employees on a straight shift will follow the overtime guidelines allocation process on their home shift only. When the alternate shift rotates to their straight shift position, they will be considered as having the highest number of hours on the shift, therefore, they should be asked for overtime last. Employees haveing 60 hours worth of work in a week are not to be asked for additional hours in any department unless everyone else who is eligible and capable of doing the work is asked first. Please make sure that your shift leaders are aware of Employees' hours worked in their home classifications, before they allow them to work in another classification.

### **LETTER OF AGREEMENT#24**

#### **TRIAL BREAK ROTATION (PAINT)**

The parties agreed in bargaining that the Company will institute a rotation on a four hour basis for a trial in the paint line and will work with the Union in this regard.

**LETTER OF AGREEMENT #25**

**PAY EQUITY**

The parties will complete a Pay Equity Plan within six (6) months of ratification of this agreement.

**LETTER OF AGREEMENT #26**

**DOCTOR'S NOTE**

The parties agreed during bargaining that the employer will pay up to \$25.00 for a Doctor's note which was requested by the employer.

**LETTER OF AGREEMENT #27**

**HEPATITUS B SHOTS AND FIRST AID TRAINING**

The parties agreed during bargaining that Hepatitis B and serums covered for Employees who take first aid training.

**LETTER OF AGREEMENT #28**

**FULL UTILIZATION**

The parties agree that in the normal course it would be preferable to perform skilled trades work in house, and therefore, every reasonable effort will be made to keep the applicable skilled trades work within the Company, particularly where anyone in the applicable trade is on layoff. Nevertheless, the parties all recognize the reality that business conditions sometimes dictates that work contracted out because the maintenance of ongoing production must always be the priority. With these basic principles in mind, the following process has been agreed to:

1. The Company will advise the Union three (3) days in advance of contracting out skilled trades work except in an emergency situation.
2. The Union will then have an opportunity for full discussion on alternatives to the contracting out proposed.
3. The Company will then examine any alternative proposed by the Union, and if they are acceptable and competitive the Company will proceed with this alternative rather than have the work contracted out.

### **LETTER OF AGREEMENT #29**

#### **TRAINING OF SKILLED TRADES**

During the 2000 negotiations, the parties had extensive discussions about their mutual desire to enhance training opportunities for skilled trades Employees. The parties understood the importance of training to ensure the long term future success of the Company. Therefore, the parties made a commitment to take all reasonable measures to improve in this area, including but not limited to, identifying training needs, skilled trades persons with the aptitude for training other persons, and scheduling of such training. It is hoped that through this renewed commitment to training, our pool of skills will consistently improve as we move forward.

### **LETTER OF AGREEMENT #30**

## **P.M. SCHEDULE**

The parties agreed to include the P.M. schedule in the collective agreement.

## **LETTER OF AGREEMENT #31**

### **PARTIAL OR TOTAL PLANT CLOSURE**

The Company will endeavour to advise the Union at least six (6) months in advance of any contemplated shutdown of this operation that will affect the Employees. Such notice shall be in writing and indicate the reason for the action.

The Union and the Company will meet at a mutually agreeable time to discuss the contemplated shutdown with a view to finding solutions to the problems, or other opportunities for the Employees and/or appropriate severance arrangements for any Employees who will be terminated.

Acceptance of any severance pay will sever the employment of the Employees.

## **LETTER OF AGREEMENT #32**

### **LAYOFF SECURITY PLAN**

If an employee is temporarily laid off, the purpose of this benefit is to provide income during the waiting period for Employment Insurance Benefits. The benefit level paid by Alcoa during this maximum two week period is set at the E.I. rate. The plan only applies in the situation of a temporary layoff and not to apply to a permanent lay off, vacation shutdown, or Christmas shutdown.

The payment covers Employees under the following categories:

Permanent full-time Employees;

Employees eligible to collect employment insurance benefits

The benefit is payable in a lump sum upon receipt of the Employment Insurance submission of benefit stub. Employees must first apply for employment insurance and receive their first cheque, to qualify for receipt of this benefit. Note: this benefit can receive prior approval for payout upon confirmation of individual eligibility from the Employment Insurance Commission.

### **LETTER OF AGREEMENT #33**

#### **O/T ALLOCATION DURING LAYOFF**

The parties during Collective Bargaining agreed that the parties will work jointly during any period of a prolonged lay-off to reduce the amount of overtime worked in favour of Employees who are on lay-off.