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|-------------------|---------|
| SOURCE            | 16mp    |
| EFF.              | 9/03/01 |
| TERM.             | 02/28   |
| No. OF EMPLOYEES  | 60      |
| NOMBRE D'EMPLOYES | 60      |

# **COLLECTIVE AGREEMENT**

**between**

**ALCOA FUJIKURA MANUFACTURING (CANADA) LTD.**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA,**

**AND ITS Local 574 - 0**

**Effective**

**March 1st, 1998 - February 28, 2001**

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**ARTICLE 1:00**

**Agreement**

Between  
ALCOA FUJIKURA MANUFACTURING (CANADA) LTD. .  
Owen Sound, Ontario  
(The Company)

-and-

COMMUNICATIONS ENERGY AND PAPERWORKERS UNION OF CANADA  
and its Local 574 - 0  
(The Union)

1:01 This Agreement by and between Alcoa Fujikura Manufacturing (Canada) Ltd., Owen Sound, Ontario (hereinafter referred to as the Company) and the Communications, Energy and Paperworkers Union of Canada and its Local 574 - 0 (hereinafter referred to as the Union).

1:02 Whereas a majority of the employees of the Company, as described under Section 4:00 of this Agreement, have become members of the Union, and desire the Union to represent them for the purpose of bargaining collectively with the Company; and the Company, having acknowledged the right of its employees to select a collective bargaining agent, is willing to bargain collectively through said Union.

**ARTICLE 2:00** **Purpose**

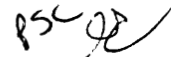
2:01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, and conditions of employment, to be observed between the parties, and provide machinery for the prompt and equitable disposition of grievances.

**ARTICLE 3:00** **Relationship**

3:01 The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, colour, language, creed and national origin.

Nothing in this Agreement shall be construed as waiving any right or protection granted to the Company, the Union, or any employee under any applicable Provincial or Federal Law.

3:02 The Company and the Union agree that there will be no discrimination against any employee because of Membership or lack of legitimate activity in the Union.



**ARTICLE 4:00     Recognition**

- 4:01            The Company recognizes the Union as the exclusive bargaining agent for employees in its Owen Sound Plant, save and except supervisors, foreperson, persons above the rank of foreperson, office and sales staff.


**ARTICLE 5:00     Management Rights**

- 5:01            Except as specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all the rights or functions of management.

- 5:02            Without limiting the generality of the foregoing, and subject to other provisions of the Agreement, as used herein, the term "Rights of Management" include: the right to manage the plant; the right to direct the **working** force, including the right to hire, promote, or transfer any employee, subject to the seniority provisions of Section 13:00; the location of the business, including the establishment of new plants or departments, divisions or subdivisions thereof; the relocation or closing of plants, departments, divisions or sub-divisions thereof; the transfer of work from one plant department to another; the determination of products to be manufactured or sold, or services to be rendered or supplied; the determination of the layout and the machinery, equipment or materials to be used in the business; the determination of the size and character of inventories; the determination of financial policy, including accounting procedures, prices of goods or services rendered or Supplied, and customer relations; the determination of the organization of each production, service, maintenance or distribution department, division or subdivision, or any other production maintenance, service or distribution unit deemed appropriate by the Company; the selection, promotion, or transfer of employees to supervisory or other managerial positions, or to positions outside of the bargaining unit, not to the prejudice of any employee who may wish to decline the promotion or transfer; the determination of the size of the **working** force; the allocation and assignment of work to employees; the determination of policy affecting the selection or training of new employees, the establishment of quality **and** quantity standards and the judgment of the quality and quantity workmanship required, subject to the grievance procedure of Section 18:00; the control and use of plant property, material, machinery or equipment; the determination of safety, health and property protection measures for the plant, in accordance with the laws of Ontario; the establishment, modification and enforcement of plant rules or regulations, which are not in conflict with any of the provisions of this Agreement; introduction of **new**, improved or different production, maintenance, service or distribution methods or facilities or a change in existing methods or facilities; ~~the~~ the determination of the amount of supervision necessary; the right to terminate, merge or ~~sell~~ the business or any **part** thereof.

- 5:03            It is agreed that the enumeration of the above listed management rights shall not be deemed to exclude other management rights, not specifically enumerated.

- 5:04            Any of the rights, powers, functions or authority which the Company had prior to the signing of this Agreement are retained by the Company, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

A handwritten signature in black ink, appearing to be 'JSC' followed by a stylized flourish.

**ARTICLE 6:00     Union Representation**

- 6:01            The Company acknowledges ~~the~~ right of the Union to elect or otherwise appoint a Plant Committee. The Plant Committee shall ~~be~~ composed of the following members:  
The President of the Local Union  
The Vice President of the Local Union  
The Chief Steward of the Plant
- 6:02            The Plant Committee will ~~be~~ recognized by the Company as a Committee on any matter properly arising from time to time under the terms contained in this contract, and during the continuance of this Agreement, except for Steps I to III of the grievance procedure, which shall ~~be~~ followed as outlined in that procedure.
- 6:03            The Company agrees to recognize one (1) Shop Steward ~~for~~ each Foreperson on the day shift with the exception that Inspection classification employees for the purpose of union representation will use ~~the~~ Shop Steward elected or appointed in the production area in which they ~~work~~. The elected or appointed ~~Shop~~ Steward shall represent only those employees supervised by that respective Foreperson. In no ~~case~~ shall there ~~be~~ more Shop Stewards than there are Forepersons on the ~~day~~ shift except that one (1) additional steward shall be permitted on the day shift, to act ~~as~~ the Chief Steward. In the event the Company establishes a second or third shift, the same provisions as stated herein for the day shift, shall govern.
- 6:04            The Union agrees to supply the Company with the names of the duly elected Executive Officers and Stewards and maintain the list in an up-to-date manner at all times.
- 6:05            The Union recognizes and agrees that the members of the Plant Committee and Shop Steward body have regular duties to ~~perform~~ in connection with their employment and, therefore, the business of administering this Agreement will ~~be~~ attended to with the least possible interference with production.
- 6:06            Before leaving regular company duties, the Committee member or Shop Steward will first notify their Supervisor and obtain permission to do ~~so~~, as well as permission from the Supervisor of any department they wish to visit.
- 6:07            Committee members and Shop Stewards, within the scope of their function as previously outlined, shall, within reason, and protecting the intent to insure productivity, ~~be free~~ to handle and discuss grievances or complaints within the regularly scheduled working hours.
- 6:08            Any Committee member or Shop Steward, who leaves the ~~job~~ excessively and abuses the privilege granted in 6:07 above, may become the subject of discussion for a complaint or grievance by the Company.
- 6:09            The Local Union President and the Chief Steward will be on the day shift.
- 6:10            The Company will make no compensation for any time spent on negotiations of a contract by employees within the bargaining unit ~~selected~~ by the Union to act as Representatives.



- 6:11 Union Representatives or members other than those employed in the plant must obtain permission from the Human Resources Manager or the Location Manager prior to entering the plant area. The Company will not unreasonably withhold permission to **any** authorized Representative of the Union to have admission to the plant during working hours. Such Representatives **who** are not employees of the Company will **be** accompanied by Company Representatives and shall, upon request, **be** accompanied by a Union Representative who is an employee of the Company during their visit to the plant and they shall not interfere with employees **who** are working.
- 6:12 The Company agrees to supply the Union with names and wage groups of all employees covered by this agreement at the commencement of their employment.
- 6:13 Copies of **all** general notices which are posted on the plant bulletin board which deal with hours, wages or working conditions will **be** sent to the President of the **Local** Union.
- 6:14 The Company will provide the Union with written notice of **all** employees laid off, resigned, transferred, promoted and recalled. Such notices shall **be** sent to the President of the Local Union at least semi-monthly.
- 6:15 All new probationary employees during their initial orientation by the Supervisor will **be** introduced to the Shop Steward for that particular area.

**ARTICLE 7:00 Union Security**

- 7:01 It is agreed that this is a Union Shop Agreement in that **all** present and any new employees coming under the jurisdiction of this Agreement shall become Union members upon completion of one (1) calendar day.
- 7:02 The Company agrees to check off Union dues and initiation **fees** for **all** employees in the bargaining unit on a pay period basis, and agrees that such deductions shall continue during the term of this Agreement **as a** condition of employment.
- 7:03 Such monies, together with **a** detailed list of such collections, shall **be** remitted by cheques payable to the order **of** the Union to the Secretary-Treasurer of the National Union within fourteen (14) days after the last Friday pay period in the month in which deductions have been made.
- 7:04 It is understood and agreed that the Union will **save** the Company harmless from any and all claims which may **be** made against it by any employee or employees for amounts deducted from wages as herein provided.

**ARTICLE 8:00 Strikes and Lockouts**

- 8:01 The Union and its members agree that they will not either collectively or individually during the term of this Agreement cause, or permit to cause, contribute to or participate in any strike, sit-down, stay-in, **slowdown**, refusal to work, picket lines or any other actions which could tend to interfere with the ordinary operation of the Company's plant. The Company agrees not to engage in any lockout of its employees during the term of **this** Agreement.



**ARTICLE 9:00    Hours of Work**

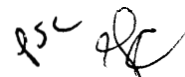
- 9:01            The Company does not guarantee to provide work for regularly assigned hours or for any other hours.
- 9:02            The regular scheduled hours of work shall be forty (40) hours per week; the day shift will consist of five (5) shifts of eight (8) hours each, Monday to Friday inclusive; the evening shift will consist of four (4) shifts of ten (10) hours each, Monday to Thursday inclusive, as provided hereunder.
- 9:03            The normal day shift will commence at 7:00 a.m. and end at 3:30 p.m. with one-half (1/2) hour unpaid lunch period to be taken at the discretion of the Company. The normal evening shift will commence at 4:00 p.m. and end at 2:30 a.m. with one-half (1/2) hour unpaid lunch period to be taken at the discretion of the Company. The normal morning shift will commence at 10:30 p.m. and end at 7:00 a.m. with one-half (1/2) hour unpaid lunch period to be taken at the discretion of the Company. It is understood no minimum hours of work are guaranteed for either shift.
- It is also understood that employees now working from 7:30 a.m. to 4:00 p.m. and 11:00 p.m. to 7:30 a.m. who would experience undue hardship with the change of hours, will be accommodated at the previous hours
- 9:04            The Company may change work schedules, including the scheduling of more or less than the normal work week, but will confer with Representatives of the Local Union before making any general change. When overtime is necessary on a plant-wide scheduled basis of one (1) week or more, the Company will explain the reasons for the overtime to the employees and their Representatives.
- 9:05            If an employee is sent home during the day at the request of the Company, so that they can come back and work a full or part of a shift, the time during that day that would otherwise have worked will be counted as time worked for the purpose of calculating overtime.

**ARTICLE 10:00   Rest Periods**

- 10:01           There will be two (2) ten (10) minute paid rest periods during each eight (8) hour day shift and ten (10) hour evening shift, one (1) within the first and one (1) within the last part of each work day shift.
- 10:02           For all employees scheduled to work overtime of two (2) hours or more, a one-half (1/2) hour unpaid lunch break will be taken in accordance with the Employment Standards Act.
- 10:03           A paid ten (10) minute rest period will be provided when a shift is extended for two (2) hours.

**ARTICLE 11:00   Overtime**

- 11:01           Overtime will be worked only when necessary, at the discretion of the Company and will be distributed as equitably as possible among those employees who do the work.
- 11:02           Time and one-half shall be paid for all hours worked in excess of eight (8) in one day and ten (10) in one evening and for work performed on Saturday, except for that portion of overlap of a regular work day schedule that may extend into Saturday, and except for that portion of overlap of a regular evening schedule that may extend into Friday.
- 11:03           Double Time will be paid for all work performed on Sunday, except for that portion of



overlap of regular Saturday or Monday work schedule which may extend into Sunday.

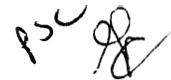
- 11:04 If an employee is absent eight (8) or more hours during the regular work week, the employee must obtain the approval of Management before they will be allowed to work a Saturday or Sunday overtime schedule. Employees who are declared ineligible for the overtime work will be counted as having worked for overtime equalization purposes.
- 11:05 Overtime on sixth (6th) and seventh (7th) day operations will be scheduled twenty-four (24) hours in advance and the Shop Steward of the involved employees will be notified accordingly. Overtime other than scheduled above for sixth (6th) and seventh (7th) day operations will be on a voluntary basis. In all other instances where overtime is required, the Company wherever possible will give twenty-four (24) hours notice of the requirement for overtime to the employee(s) concerned and the Shop Steward.
- 11:06 Employees shall have the right to refuse overtime, provided there are other available employees who are capable of performing the work. The Company will make an effort to give twenty-four (24) hours notice of any intended overtime.
- 11:06.01 Overtime refused shall be counted as time worked for overtime equalization provided that twenty-four (24) hours notice of intended overtime was given. The Company shall post every four (4) months a list of overtime hours worked for each employee in each job.

#### **ARTICLE 12:00 Probationary Period**

- 12:01 All new employees of the Company shall be hired on a temporary basis during a probationary period of ninety (90) calendar days for the purpose of evaluating the employee. Such employees may be discharged for any reason during their probationary period.
- 12:01.01 During the probationary period referred to in 12:01 above, the employee will not be allowed to use the provisions of Article 18:00, Step III, Arbitration, for the protest of disciplinary or discharge actions.
- 12:02 Employees must have completed their probationary period before their seniority is recognized. Upon completion of their probationary period, employee's names will be placed on the seniority list with seniority dating back to their original date of hire. In the event two (2) or more employees have the same seniority date, their relative seniority shall be determined by the alphabetical sequence of their names.
- 12:03 Employees shall be considered temporary employees until they gain seniority and the Company shall not be responsible for their re-employment if they are discharged or laid off for any reason during the probationary period.
- 12:04 A probationary employee who is discharged may discuss the matter with the proper Company officials, but the release cannot become a complaint or grievance as defined elsewhere in this Agreement. The area Steward will receive a copy of the probationary employee's separation notice setting forth the reason for discharge within twenty-four (24) hours following the separation of the probationary employee.

#### **ARTICLE 13:00 Seniority**

- 13:01 Probationary employees will have no seniority. Plant wide seniority applies in all instances.





13:02

**Wage Grades**

Tool & Die  
Millwright  
Maintenance "A"  
Maintenance "B"  
Maintenance Set-Up

Indirect "A"

Inspector/Receiver, Storesperson,

Indirect "B"

Housekeeping  
Material Handler

Indirect "C"

Product I.D., Packer, Inspector,

Production Worker "A"

Utility

Production Worker "B"

Cutting, Solder Dipper

Production Worker "C"

Hardware, Spot Solder, Molding, Splicing, Press, Greaser, Coding, Taping/Braiding,  
Conveyor/Stationary Forming

13:03

Management will select the employees to act as leadhand.

13:03.01

The leadhand position is not subject to the job posting provisions of the existing agreement. However in the event that the Company is seeking candidates to fill permanent leadhand positions, it will post a notice in the plant, in order that interested employees may apply for consideration. Employees selected as leadhand will be compensated at the rate of forty-two cents (.42) per hour above the highest wage group led.

13:04

Seniority lists will be revised and posted on or about June and December 1 of each year. Twelve (12) copies of the seniority lists for all employees covered by this agreement will be supplied to the Union.

13:05

The President, Vice-President, Chief Steward, Secretary-Treasurer and Recording Secretary of the Local Union will be retained within the plant providing there is bargaining unit work available which they are qualified of performing.

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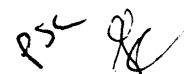
**ARTICLE 14:00 Seniority Applied to Layoff & Recall**

- 14:01 Where there is a permanent reduction in the working force, probationary employees in the plant will be laid off, before seniority employees are laid off.
- 14:02 Employees' plant seniority and qualifications will determine those people to be laid off.
- 14:03 Layoff will be by seniority providing that senior employees are qualified to perform the existing positions.
- 14:04 Qualifications for a position are determined by previous experience or exhibiting the ability to perform the job within eight (8) consecutive hours.
- 14:05 Management recognizes the disruption on employee's lives occasioned by short notice reductions in the size of the work force, and as a result, will attempt to give as much notice as possible of any impending reductions. However, employees being laid off will be given seventy-two (72) hours notice of such layoff, at a minimum, or three (3) day's pay in lieu of notice. An employee who is due to be laid off from employment with the Company for an indefinite period (thirteen (13) weeks or more) will be given notice in accordance with the Employment Standards Act.
- 14:06 Upon return to work of an employee who has been absent because of illness or accident, will be offered an opportunity to return to their former position.
- 14:07 In case of a temporary layoff of five (5) working days or less the job or lines affected may be laid off or temporarily transferred without regard to seniority, except where it can be foreseen that an extended layoff beyond this time will be encountered, then seniority will apply. However, the Company will give full consideration to the retention of long service employees in alternate jobs. In any event, an employee may not be temporarily laid off under this clause for more than twenty (20) working days in any calendar year.
- 14:08 Employees being recalled from layoff will be called in seniority order to return to work. If the company is unable to reach the employee by telephone, such recall notice will be sent by registered mail. Employees must return to work within **four (4)** working days after proper notice.
- 14:09 Definitions of layoff terms under the contract, not as defined by the Employment Standards Act. There is no intent to modify the provisions of the Employment Standards Act. For the purpose of the fair application of the Collective Agreement, it is agreed that:
- 14:09.01 Temporary layoff is: five (5) working days or less with no notice required;
- 14:09.02 Indefinite layoff is: less than thirteen (13) weeks with seventy-two (72) hours notice of layoff or three (3) day's pay in lieu of notice.
- 14:09.03 Permanent layoff is: more than thirteen (13) weeks and proper notice as required by the Employment Standards Act.

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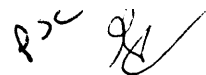
**ARTICLE 15:00 Loss of Seniority**

- 15:01 An employee shall have their name removed from the seniority list, ~~cease~~ to have seniority, and ~~be~~ deemed to be terminated in the event:
- 15:01.01 The employee is discharged and not reinstated.
- 15:01.02 The employee voluntarily quits.
- 15:01.03 The employee exceeds or misuses a leave of absence.
- 15:01.04 The employee performs no work for the Company for a period equivalent to their seniority or ~~twelve~~ (12) consecutive months whichever is less and has less than three (3) years' of seniority, or performs no work for the Company for a period of twenty-four **(24)** consecutive months and has three (3) or more years' of seniority, or the employee ~~is~~ on an approved leave of absence that ~~is~~ due to a job related injury or job related illness for more than thirty-six (36) months.
- 15:01.05 All Company sponsored benefits shall ~~be~~ discontinued during any period of non temporary layoff, approved educational leave or extended personal leave in ~~excess~~ of thirty (30) calendar days. Employees on compensable leave shall ~~be~~ entitled to continue medical and life insurance for a period not to exceed ~~twenty-four~~ **(24)** months.
- 15:01.06 The ~~employee~~ fails to report back to work within four **(4)** working days after being properly notified to return to work by registered mail at the last known address on the employee records of the Company.
- 15:01.07 Except, when working for another employer the employee will have seven (7) working days to report but must have notified the Company within four **(4)** days.
- 15:01.08 The employee is absent from work for two (2) continuous days without notification to the Personnel Department and/or the General Foreperson.
- 15:01.09 The employee accepts other employment while on a leave of absence except by express permission from both the Company and the Union.
- 15:01.10 Seniority shall continue to accumulate during any absence from active employment excluding educational leaves or extended personal leaves in excess of thirty (30) working days. Accumulated seniority to be credited to the employee's service upon return to active employment.
- 15:02 Employees shall notify the Company's Personnel Office of their post office address and telephone number and the employer will ~~be~~ entitled to fully rely upon the address of the employee in its file in the ~~case~~ of giving notice to such employees or otherwise. No employee shall receive consideration who fails to receive notice because of failure to comply with this provision. An employee's name shall not be removed from the seniority list in the case specified in 15:01.03 and 15.01.06 of this section, providing the absence from work is on account of actual sickness or accident or delays beyond the control of the individual and has notified the employer within ~~twenty-four~~ **(24)** hours from the time that the actual absence from work began.



**ARTICLE 16:00 Transfers, Promotions. and Job Postings**

- 16:01 Job vacancies except for Production "C" employees will be posted for forty-eight (48) hours. Assignments will be made based on qualifications and seniority: Employees must demonstrate their ability to perform the job efficiently in a period not to exceed five (5) days. Where qualifications are relatively equal seniority will prevail.
- 16:01.01 For purposes of determining qualifications, temporary assignments which commenced within three months of the posting date shall not be counted as job experience.
- 16:02 Job vacancies within wage grades, Indirect A, Indirect B, Indirect C, Production B will be subject to a bid. Shift preference for a different shift will be given to the Personnel Department, in writing.
- 16:02.0 I Where there are multiple requests seniority will be the determining factor.
- 16:03 The Union will be furnished a list of job assignments within **two** (2) working days of the assignment.
- 16:04 Successful bidders will be ineligible to bid on job postings for a period of three (3) months from the date of assignment. **However**, in hardship cases the Company and the Union Committee may mutually agree to waive ~~the~~ three (3) months provision.
- 16:05 Job postings placed on hold will be valid for a thirty (30) day period from closing date. If job fill is started from the posting, then the vacancy will be filled from the posting.
- 16:06 Employees transferred temporarily to higher wage groups will receive the higher rate for the hours worked. Employees temporarily transferred to lower wage groups will receive their rate for the hours worked. Such temporary transfer shall not exceed twenty (20) working days. However, such temporary transfers may be renewed for a second twenty (20) day period. Temporary transfers which exceed forty (40) consecutive working days will be subject to job **posting as described above**.
- 16:07 Postings are valid for thirty (30) calendar days. Postings will include wage grade, pay rate and job requirements.
- 16:08 Requests for transfers from the afternoon or evening shift to another shift will not be considered until an employee has accumulated six (6) months of seniority. However, the Company and the Union Committee may mutually agree to waive the six (6) month provision.
- 16:09 The Company and Union agree that where circumstances require that employees be displaced from higher wage groups to lower wage groups because of lack of work, employees ~~so~~ displaced shall retain the right to return to their former classification within the wage grade, in order of seniority for a period of six (6) months.



**ARTICLE 17:00 Discipline and Discharge**

- 17:01 Plant rules will be posted in the plant and will be applied impartially to all employees. Any employee who has been suspended or discharged may, if requested, be granted an interview with their Steward before the employee is required to leave the plant. Where formal, documented discipline is involved (including verbal warnings placed in the employee's personnel file) the company **will** offer the employee the opportunity to be represented by a union representative. The Company agrees to furnish the Union a copy of suspension or discharge notices within twenty-four (24) hours of issuance.
- 17:02 Should there be any dispute ~~between~~ the Company and the Union concerning the existence of good and sufficient cause for a suspension or discharge, such dispute shall be processed through the Grievance Procedure and shall commence with the meeting in Step II of that procedure.
- 17:03 When a question exists as to the validity of disciplinary action against an employee for failure to meet a quality or quantity standard, the Company agrees to furnish the Union pertinent information relating to the establishment of such standard and the ability of other employees throughout the Company to meet the standard. Disputes on this matter may be processed through the Grievance Procedure.
- 17:04 Warning Notices issued for the same offense will become void after twelve (12) months from date of issue of the last Warning Notice.

**ARTICLE 18:00 Grievance and Arbitration Procedure**

- 18:01 The Union agrees that employees covered by this Agreement shall not engage in Union activities on Company time or property, except for that authorized time spent in the processing of the Grievance Procedure.
- 18:02 The term "GRIEVANCE" as used herein shall mean any disagreement or difference of opinion ~~between~~ any individual employee and the Company or matters of policy filed by the Union on behalf of all members which concern the interpretation or application or alleged violation of applicable provisions of this agreement.
- 18:03 It is the mutual desire of both the Company and the Union that employee complaints shall be adjusted as quickly as possible and recognize that an employee shall inform their supervisor within five (5) working days after the fact becomes known to the employee of the complaint and that an employee shall not resort to Step I of the following Grievance Procedure until the employee has given their immediate Supervisor an opportunity to adjust the complaint.
- 18:04 The employee may request the assistance of their Shop Steward when discussing a complaint with the Supervisor. The employee's Supervisor, the employee and/or employee's Shop Steward have the authority to resolve the complaint within **two** (2) working days after the complaint was presented.

**STEP I**

- 18:05 If satisfactory settlement is not obtained verbally with the employee's Supervisor, the grievance shall be reduced to writing and forwarded in triplicate to the employee's General Foreperson within three (3) working days.
- 18:05.01 The grievance must ~~bear~~ the signature of the employee and must be signed by the General

RSC [Signature]

Foreperson indicating time and date received. The General Foreperson shall furnish the employee and Steward their written answer within **two** (2) working days. If there is an agreement reached verbally between the employee and the Supervisor or in Step I above, the final decision is applicable to that grievance only.

## STEP II

18:06 If the General Foreperson's answer is unsatisfactory, the employee's Steward shall within **two** (2) working days contact the Location Manager or representative and request a meeting with representatives or management, the aggrieved employee's Steward, Plant Committee, and Representative of the National Union. The meeting shall be scheduled within three (3) working days of the request and the parties shall make a sincere effort to settle the grievance. The Location Manager shall give a written answer within five (5) working days.

## STEP III

18:07 If the disposition of the grievance at the end of Step II meeting is not satisfactory, either party may notify the other within thirty (30) calendar days and the grievance shall be submitted to arbitration. The procedure for arbitration shall be as follows:

18:07.01 The Board of Arbitration shall consist of one (1) member selected by the Union and one (1) member ~~selected~~ by the Company and ~~these two~~ (2) members shall within seven (7) calendar days select the third (3rd) member of the Board who shall act as Chairperson. If the representatives cannot agree on an impartial Chairperson within the time specified the appointment shall be made by the Minister of Labour for Ontario.

18:07.02 Such Board of Arbitration shall have no jurisdiction to alter, change, amend or enlarge the terms of this Agreement. However, such Board of Arbitration shall have the power to settle grievances by any arrangement which the Board deems just and equitable with these terms.

18:07.03 The decision and finding, which must be reached within twenty-one (21) calendar days after the Board of Arbitration is established, shall be final and binding on both parties.

18:07.04 The cost of the third (3rd) arbitrator shall be borne equally by the Union and the Company.

18:07.05 The decision of the majority of the Board shall be the decision of the **Board** and if there is no majority the decision of the Chairperson shall govern.

18:08 If any time limitations as set forth in each step of the Grievance **Procedure** are not met, the grievance shall be deemed to have been settled in favor of the party who was timely in all respects. However, the time limitations as set forth may be extended by written mutual agreement in **case** of the absence of a necessary party or other reasons.

18:09 All grievances submitted to the Company in writing shall state the specific **section(s)** and/or **paragraph(s)** of the Agreement alleged to have been violated. However, arguments will not be limited to those specific **section(s)** and/or **paragraph(s)**.

18:10 The Company will not pay employees' or witnesses' time attending arbitration proceedings or hearings, but agrees that the Union may call witnesses that are employees of the Company.

18:11 The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the President of the Local Union within **forty-eight** (48) hours after the facts become known. Discussion of such

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grievances will begin at Step II of the Grievance Procedure as herein defined.

**ARTICLE 19:00 Wages**

- 19:01 Wage rates presently in effect are shown in Appendix "A". These rates shall remain in effect for the duration of the Agreement. Appendix "A" shall form part of this Agreement.
- 19:02 In the event that new job classifications are introduced during the life of this Agreement, the Company agrees that the rates and range of rates for such new job classifications will be negotiated with the Union and established within thirty (30) calendar days of the establishment of the new classification.
- 19:03 In the event that mutual agreement cannot be reached, the Company has the right to implement such rates and range of rates for such new job classifications as they deem appropriate. The employee who receives such rate or range of rates for such new job classifications may lodge a grievance if they disagree with the rate set.
- 19:04 Employees temporarily transferred to a higher rated job shall receive the appropriate higher rate while transferred. Employees temporarily transferred to a lower rated job shall retain their current classification's rate of pay while temporarily transferred.
- 19:05 All rate changes due to permanent transfer, job bids, recall and progression will be made effective the date of actual transfer.

**ARTICLE 20:00 Shift Bonus**

- 20:01 It is agreed that employees working on the evening shift will receive twenty-three (23) cents per hour, shift bonus; in addition to their regular hourly rate, and employees on the morning shift will receive twenty-six (26) cents per hour, in addition to their regular hourly rate.

**ARTICLE 21:00 Call-In Pay or Reporting-In Allowance**

- 21:01 Employees called back to work outside their regular scheduled hours, having completed their regular scheduled shift and having left the premises, shall be guaranteed a minimum of four (4) hours work at the appropriate overtime rate.
- 21:02 Any employee who has not been notified the previous day or before leaving home not to report to work, and who thus reports to work as scheduled, shall be guaranteed four (4) hours straight-time pay in lieu thereof. This provision shall be inoperative if the lack of work is beyond the control of the Company. The Company may avail itself of the services of such employees for such minimum period of any work that may be assigned.
- 21:03 Injury occurring during hours of the working shift which prevents an employee completing their shift will result in the injured employee receiving payment for the balance of that particular shift.


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## **ARTICLE 22:00 Holidays**

- 22:01 The following holidays will be recognized with eight (8) hours straight time pay for the day shift, eight (8) hours straight time pay, plus shift bonus for the morning shift, and ten (10) hours straight time plus shift bonus for the evening shift with excess of 30 calendar days continuous service: New Year's Day, ~~Good~~ Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, Boxing Day, and Floating Holiday. The day designated as the floating holiday shall be by mutual agreement between the parties at the beginning of each contract year. Effective 3/1/89 December 31st will be recognized as a paid holiday.
- 22:02 Payment for one of the above mentioned holidays will not be made if an employee did not work the regular scheduled shift on the working days immediately preceding and succeeding the holidays, unless the absence was caused by verified illness, death in the immediate family, jury duty, a temporary layoff, or, if the employee has obtained prior written permission from management to be absent.
- 22:03 If a holiday falls while an employee is on vacation, the employee will be paid for the holiday in addition to vacation pay and will be given an extra day off.
- 22:04 In the event that a holiday falls on a Saturday, then the holiday will be celebrated on the preceding Friday and paid for. If the holiday falls on a Sunday, then the holiday will be celebrated on the immediate following Monday and paid for. Holidays falling on Friday will be celebrated by the evening shift on Thursday.
- 22:05 For all hours of work on a holiday an employee will be paid time and one-half (1 1/2) plus the holiday pay.

## **ARTICLE 23:00 Vacations**

- 23:01 The Company vacation year ends on May 31st of each year. Vacations shall be computed for each employee and the pay due up to and including May 31st.
- 23:02 The Company provides that every employee shall be given a vacation as follows:
- 23:02.01 Employees having less than five (5) years service shall receive vacation with pay equivalent to four (4) percent of gross earnings for the computation year.
- 23:02.01a Employees with less than one year of service as of June 1st of the first vacation computation year following their date of hire shall receive one (1) week of vacation in the next vacation year provided they have worked 1200 hours during their first computation year. Their vacation pay shall be calculated in accordance with 23:02.01.
- 23:02.02 Employees having completed five (5) or more years service shall receive three (3) weeks vacation with pay equivalent to six (6) percent of gross earnings for the computation year.
- 23:02.03 Effective 3/1/88 employees having completed ten (10) or more years of service shall receive three (3) weeks and two (2) days vacation with pay equivalent to seven (7) percent of gross earnings for the computation year.
- 23:02.04 Employees having completed fifteen (15) or more years of service shall receive four (4) weeks of vacation with pay equivalent to eight (8) percent of gross earnings for the computation year.


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- 23:02.05 Employees having completed ~~twenty-five~~ (25) or more years of service shall receive five (5) weeks of vacation with pay equivalent to ten (10) percent of gross earnings for the computation year.
- 23:03 In the event of a vacation shutdown, every employee shall be notified of the vacation period as far in advance as possible; ~~however~~ such notification will be given not later than May 1.
- 23:03.01 Each employee shall submit their request for vacation dates within ten (10) ~~working~~ days of Company notification but not later than May 15. Preference will be given to employees for the choice of designated vacation period on the basis of their seniority.
- 23:03.02 In the event there is no vacation shutdown, the Company will post the vacation schedule by May 31. Once established such dates shall not thereafter be changed except with the consent of the employees concerned. Employees shall receive their vacation pay when they take their vacation for the amount taken at that time.

#### **ARTICLE 24:00 Leave of Absence**

- 24:01 An employee with seniority will be granted leave of absence for jury duty and crown witness. Such leave of absence will be for the entire time that the employee is required to Serve on such jury or as crown witness and will be substantiated with a written statement from the appropriate public official showing the date and time served and the amount of pay received. When the employee receives remuneration from the court for jury duty or for serving as a crown witness, the Company will pay any differences between that received by the employee for their service and their regular pay for that period of time. The employee will not have a break in their seniority for the time of their absence.
- 24:02 Employees with seniority will be granted a leave of absence with regular pay for a period of up to three (3) working days upon the death of a member of the immediate family which will be considered to be: spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal stepmother, stepfather, stepsister, stepbrother, grandparents, spouse's **grandparents and** grandchildren. An extension of time may be ~~allowed~~ for extenuating circumstances upon request from the Company. The employee will not suffer a break in his seniority during the time of his absence.
- 24:02.01 Such days must fall within six (6) days of the death or funeral. Bereavement pay is not due when employee is on leave of absence, Jury duty/Crown witness, vacation, holiday or normal off duty days. In those instances where bereavement is a result of the passing of a spouse or child, an employee shall receive an additional two (2) days bereavement leave with pay.
- 24:03 Employees with seniority will be granted leave of absence for pregnancy, in accordance with the provisions ~~as~~ set forth in the Ontario Employment Standards Act as amended. Employees will receive no pay for this period of absence and will accrue seniority for the time of absence.
- 24:04 An employee with seniority belonging to a military unit will be granted a ~~two~~ (2) week leave of absence annually without pay for the purpose of attending required military training.
- 24:05 An employee with seniority may be granted special leave of absence for up to one (1) year to undertake formal education or special courses without pay. The employee will not accrue seniority during the time of absence.



- 24:06 Employees with seniority may **be** granted leave of absence for other personal reasons upon request and at the discretion of management.
- 24:07 **All** leaves of absence will **be based** upon the overall effect towards production with those leaves of absence for reasons considered to **be** of an emergency nature considered on an exception basis.
- 24:08** Extension of leaves of absence must **be** given in writing stating the extended date on which the employee is to return to work.
- 24:09** An employee who fails to work the first day after expiration of the leave of absence without having been excused by written authorization from the Company will be considered to have voluntarily quit and will **suffer** loss of seniority as outlined in Sections 15:01:03 and 15:02.
- 24:10 All leaves of absence will **be** in writing, signed by the employee and the proper management representative, and will state the beginning date and expiration date of the leave.
- 24:11 Subject to the operating requirements of the plant, an employee or employees appointed or elected by the Union to attend **a** convention or conference will be granted leave of absence without pay by the company if reasonable notice **is** given, provided that no more than **two** (2) are absent from a single **classification** without Company approval. The company will not act unreasonably in withholding approval.

**ARTICLE 25:00 Health and Welfare**

- 25:01 It is agreed the Group Insurance and Hospitalization plans in effect at the signing of this Agreement shall not **be** changed during the life of this Agreement without the consent of the Union.
- 25:02 The Company will maintain and pay one hundred percent (100%) of the cost of the Employees' Group Insurance Hospitalization Plans in effect on the date of this Agreement.
- 25:03 The Company agrees to pay, on behalf of each employee, one hundred percent (100%) of the premium necessary under the Ontario Health Insurance Plan.
- 25:04** In the event that the Government of Canada ~~or~~ the Government of the Province of Ontario should enact legislation which affects the benefits of the Employees' Group Health and Welfare Plans, the parties hereto **shall** meet to negotiate any changes required to maintain the benefits in the Employees' Group Health and Welfare Plans in effect on the date of signing of this Agreement. Such meeting shall take place not later than thirty (30) days subsequent to enacting of **the** legislation.
- 25:04.01 It is further and specifically agreed that should said amendments or modifications have the effect to reduce the premiums paid by the Company, the Company agrees that all monies equivalent to said reduction in cost shall **be** credited to the Group Health and Welfare Plan for the purpose of adding benefits to the Plan equivalent to said reduction in cost.

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25:04.02 Failure of the parties to reach an agreement as to the disposition of said reduction in cost, the monies above mentioned shall be divided equally amongst the employees and added to the employee's regular rate. For the purpose of this clause the reduction in cost, if any, shall be the difference between the actual reduced premiums required for the Plan and the total premiums paid.

**ARTICLE 26:00 Safety and Health**

26:01 The Company will maintain adequate and clean sanitary arrangements throughout its plant, provide proper safety devices and give proper attention to the elimination of any condition of employment which may prove to be a hazard to the safety and health of the employees. A safety committee of six (6) members, three (3) to be selected by the Company, and three (3) to be selected by the Union, shall be created for the purpose of reviewing conditions related to the safety and health and safety training matters. The safety committee shall meet on a monthly basis or as agreed to between the Company and the Union and minutes of the meetings shall be forwarded to each member of the committee, the Local Union President, and Location Manager.

26:02 The safety committee will make recommendations to the Company concerning the existence of hazardous conditions or potentially hazardous conditions. In addition, the safety committee will investigate serious industrial accidents arising from any unsafe working condition or practice.

26:03 Employees are required to wear safety shoes in designated areas of the plant, i.e. Leadhand, Cutting, Inspection, Material Handling, Solder Dipper, Stores, Utility, Housekeeping, Packer, Tool & Die Repair and Maintenance. The Company will pay one hundred (100) dollars towards the cost of safety shoes required in these classifications of work. The Company will pay twenty (20) dollars towards the cost of safety shoes purchased by other employees not required to wear them. In either case described above, the Company's obligation to reimburse employees who purchase safety shoes is limited to one pair per anniversary date from the date of last purchase.

26:04 The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machines, equipment and the terms and conditions on which special equipment or clothing is issued to employees.

26:05 In the event that Provincial or Federal regulations are modified and exceed the provisions of this article, those regulations shall apply.

**ARTICLE 27:00 Personnel Outside The Bargaining Unit**

27:01 Non-bargaining personnel will not perform bargaining unit work except in the following cases:

27:01.01 In emergencies where the employees are not immediately available.

27:01.02 In instruction or training of employees.

27:01.03 In the performance of necessary work when production difficulties are encountered.

27:01.04 When setting up new products, establishing or changing processes or methods.

**ARTICLE 28:00 Notice Board**

25-08

- 28:01 The Company agrees to permit the use of its notice board for the posting of Union notices. All such notices must bear the signature of a responsible officer of the Union and shall be submitted to management for its approval before posting. The number and location of notice boards shall be the prerogative of the Company. Only the following Union notices will be permitted:
- 28:01.01 Notices of Union recreational and social affairs.
- 28:01.02 Notices of Union elections.
- 28:01.03 Notices of Union appointments and results of Union elections.
- 28:01.04 Notices of Union meetings.
- 28:01.05 Other notices concerning bona fide activity such as: **Co-operatives**; Credit Unions and Unemployment Compensation information.

**ARTICLE 29:00 General**

- 29:01 In accordance with plant security, all lunch pails, parcels or containers taken out of the plant by employees are subject to inspection. Employees' lockers are also subject to inspection at any time should a check be required by the Company. A Representative of the Union will be present at any inspection.
- 29:02 Pay cheques will be issued to employees in the bargaining unit by their supervisor each Thursday just prior to the last scheduled break and will be reimbursed for wages earned in the pay period of the previous week. Where a holiday occurs on a regular pay day, pay cheques will be issued the day previous.
- 29:03 In May of each year employees may notify the Personnel Department of their desire to be considered for vacation fill-in in the inspector and cutting operator classifications. Senior employees making such request will be given the fill-in assignments depending upon ability. It is understood that employees requesting assignments as above will not schedule their vacations during the peak vacation period.
- 29:04 It is further understood that should an insufficient number of employees request fill-in assignments, the Company is free to hire summer student replacements as herein provided.
- 29:05 Bona fide students employed as summer help shall have no seniority rights. Such employees shall not be assigned as leadhands. Should a student become a permanent employee, they assume all the rights and privileges of a permanent employee upon the completion of the probationary period with credit for days already worked.
- 29:06 The employer shall deduct one cent per hour from all employees to a maximum of \$0.40 per week for the CEP Humanity Fund, unless the employee objects in writing within thirty (30) days of the signing of this agreement or within thirty (30) days of hiring. The employer will match the amounts deducted from employees.
- 29:06.01 The amounts collected for a calendar month shall be forwarded to the Union no later than the fifteenth day of the month following the month for which the deductions were made.

**ARTICLE 30:00 Duration and Termination**

*ESC JF*



- 30:01 This Agreement shall remain in effect from March 1, 1998, through ~~February 28, 2001~~, and unless either party gives to the other party ~~written notice of termination~~ or of its desire to amend the Agreement, then it ~~shall~~ remain in effect for a further year without change.
- 30:02 Notices that amendments are required or that either party intends to terminate the Agreement may only be given within a period of ninety (90) days prior to the expiration of this Agreement.
- 30:03 If Notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiating such proposals within fifteen ~~(1)~~ days after the giving of such notice. Both parties agree to make every effort to conclude negotiations prior to the expiry date of the Agreement.

**ARTICLE 31:00 Invalid Provisions**

- 31:01 If any of the provisions of this Agreement are held invalid due to any or future legislation, the remainder of this Agreement shall endure to the benefit of and be binding upon all employees and management as herein defined.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.


Appendix A-I Wage Schedules

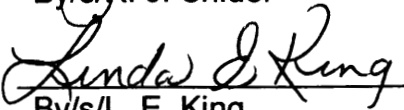
Commencing March 1, 1998, the wage schedules will be adjusted upward by \$ 0.40 and on March 1, 1999 upward by \$ 0.35 and on March 1, 2001 upward by \$ 0.25.

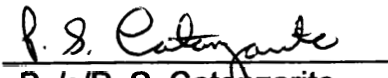
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SIGNED at Owen Sound, in the Province of Ontario, as of this 27 day of <sup>12</sup>~~February~~ <sup>April</sup> 1998. 

For the Company

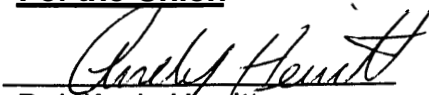
  
By/s/R. J. Snider

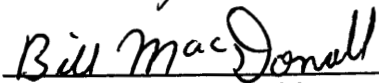
  
By/s/L. E. King

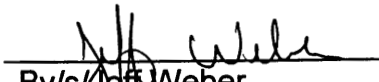
  
By/s/P. S. Catazarite

\_\_\_\_\_  
By/s/C. C. Haley


For the Union

  
By/s/Andy Hewitt

  
By/s/Bill MacDonald

  
By/s/Jeff Weber

  
By/s/Paula Arnold

  
By/s/Gary Cwitco


## LETTER OF UNDERSTANDING

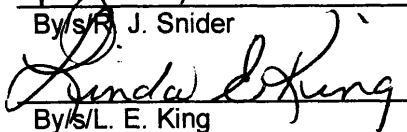
During the 1998 Negotiations the Union requested discussion be opened regarding the provision of mechanism(s) to provide increased income security for employees upon retirement. It is understood and agreed that during the term of the 1998 Agreement a joint committee will be established to study this issue.


The joint committee will be composed of three representatives designated by The Union and three representatives designated by The Company, (including an AFL Corporate and National Union Representative). Joint committee findings will be reviewed prior to the expiration of the 1998 Agreement. Joint committee findings will not be binding upon either party.

SIGNED at Owen Sound, in the Province of Ontario, as of this 27 day of April 1998.

### For the Company

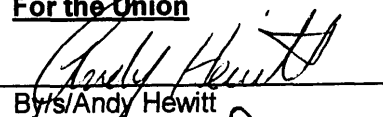
  
By/s/R. J. Snider

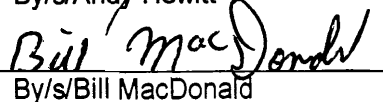
  
By/s/L. E. King

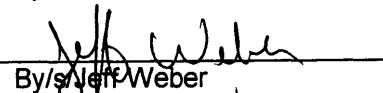
  
By/s/P. S. Catanzarite

\_\_\_\_\_  
By/s/C. C. Haley

### For the Union

  
By/s/Andy Hewitt

  
By/s/Bill MacDonald

  
By/s/Jeff Weber

  
By/s/Paula Arnold


  
By/s/Gary Cwitco

Gary Cwitco  
National Representative  
Communications, Energy and Paperworkers Union of Canada  
Evans Avenue, Suite 200  
Etobicoke, Ontario  
M9C 1A3

Dear Gary:

During the 1998 contract negotiations between local 574-0 and Alcoa Fujikura Ltd's Owen Sound facility, the Union requested that in the event of a plant closure reasonable notice be given and a meeting take place to discuss possible options and/or effects of this action on bargaining unit members.

On behalf of the company, I agree to such notice and discussions in the event of a plant closure. Discussions will not be binding upon either party.



P. S. Catanzarite  
Senior Industrial Relations Consultant





## LETTER OF UNDERSTANDING


**SUBJECT:** Communications Regarding Layoffs or Job Postings

During the 1998 negotiations, the Union expressed the concern that they were not told of temporary, indefinite, or permanent layoffs or promotions resulting from job postings in advance of the event. As a result, meaningful discussion of unusual circumstances did not occur between the parties. <sup>9/10</sup> + -

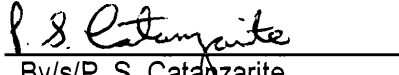
To remedy this situation, the Company and the Union will establish a committee consisting of *associated* Management and the Union's Executive Board. This committee will attempt to resolve issues with any temporary, indefinite or permanent layoff or promotion resulting from a job posting to the satisfaction of both parties, in advance of announcing same to the employees. Where the parties are unable to reach agreement, the Union reserves the right to grieve under Article 18 of the Collective Bargaining Agreement. The parties acknowledge that emergency situations may occasionally arise which may require management to proceed with a layoff prior to meeting with the Union. In those cases, management will meet with the Union as soon after the layoff as possible. *98*

SIGNED at Owen Sound, in the Province of Ontario, as of this 27 day of April 1998.

**For the Company**

  
By/s/R. J. Snider

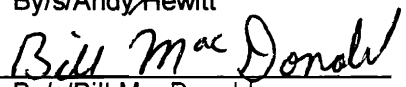
  
By/s/L. E. King

  
By/s/P. S. Catanzarite

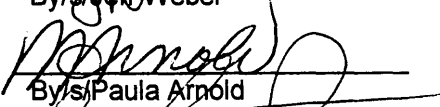
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By/s/C. C. Haley

**For the Union**

  
By/s/Andy Hewitt

  
By/s/Bill MacDonald

  
By/s/Jeff Weber

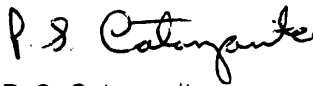
  
By/s/Paula Arnold

  
By/s/Gary Cwitco

Gary Cwitco  
National Representative  
Communications, Energy and Paperworkers Union of Canada  
Evans Avenue, Suite 200  
Etobicoke, Ontario  
M9C 1A3

Dear Gary:

This is to confirm that during the 1998 contract negotiations between local 574-0 and Alcoa Fujikura Ltd's Owen Sound facility, the Company agreed to provide work jackets to employees in Braider and Maintenance classifications and classifications involving Rework and Greasing upon request.




P. S. Catanzarite  
Senior Industrial Relations Consultant




**APPENDIX "A - 1"**

| <b>Effective March 1, 1998<br/>\$.40 General Increase</b> | <b>HIRE IN</b> | <b>60 DAYS</b> | <b>120 DAYS</b> | <b>180 DAYS</b> |
|---|----------------|----------------|-----------------|-----------------|
| Tool & Die  | \$ 12.74       | \$ 12.79       | \$ 12.84        | \$ 12.95        |
| Millwright  | \$ 12.05       | \$ 12.10       | \$ 12.15        | \$ 12.28        |
| Maint 'A  | \$ 11.38       | \$ 11.43       | \$ 11.48        | \$ 11.61        |
| Maint 'B'   | \$ 10.79       | \$ 10.85       | \$ 10.92        | \$ 11.02        |
| Maint Set-Up  | \$ 10.60       | \$ 10.65       | \$ 10.70        | \$ 10.81        |
| Indirect 'A   | \$ 10.48       | \$ 10.54       | \$ 10.59        | \$ 10.69        |
| Indirect 'B'  | \$ 9.81        | \$ 9.87        | \$ 9.92         | \$ 10.02        |
| Indirect 'C'  | \$ 9.51        | \$ 9.56        | \$ 9.61         | \$ 9.72         |
| Production 'A   | \$ 9.69        | \$ 9.74        | \$ 9.81         | \$ 9.92         |
| Prod Worker 'A' Leadhand                                  |                |                |                 | \$ 10.34        |
| Production 'B'  | \$ 9.51        | \$ 9.56        | \$ 9.61         | \$ 9.72         |
| Prod Worker 'B' Leadhand                                  |                |                |                 | \$ 10.14        |
| Prod Wk 'C'   | \$ 9.35        | \$ 9.40        | \$ 9.46         | \$ 9.57         |
| Prod Worker 'C' Leadhand                                  |                |                |                 | \$ 9.99         |

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APPENDIX "A - 1A"

| <b>Effective March 1, 1999<br/>\$.35 General Increase</b> | <b>HIRE IN</b> | <b>60 DAYS</b> | <b>120 DAYS</b> | <b>180 DAYS</b> |
|---|----------------|----------------|-----------------|-----------------|
| Tool & Die  | \$ 13.09       | \$ 13.14       | \$ 13.19        | \$ 13.30        |
| Millwright  | \$ 12.40       | \$ 12.45       | \$ 12.50        | \$ 12.63        |
| Maint 'A  | \$ 11.73       | \$ 11.78       | \$ 11.83        | \$ 11.96        |
| Maint 'B'   | \$ 11.14       | \$ 11.20       | \$ 11.27        | \$ 11.37        |
| Maint Set-Up  | \$ 10.95       | \$ 11.00       | \$ 11.05        | \$ 11.16        |
| Indirect 'A   | \$ 10.83       | \$ 10.89       | \$ 10.94        | \$ 11.04        |
| Indirect 'B'  | \$ 10.16       | \$ 10.22       | \$ 10.27        | \$ 10.37        |
| indirect 'C'  | \$ 9.86        | \$ 9.91        | \$ 9.96         | \$ 10.07        |
| Production 'A   | \$ 10.04       | \$ 10.09       | \$ 10.16        | \$ 10.27        |
| Prod Worker 'A' Leadhand                                  |                |                |                 | \$ 10.69        |
| Production 'B'  | \$ 9.86        | \$ 9.91        | \$ 9.96         | \$ 10.07        |
| Prod Worker 'B' Leadhand                                  |                |                |                 | \$ 10.49        |
| Prod Wk 'C'   | \$ 9.70        | \$ 9.75        | \$ 9.81         | \$ 9.92         |
| Prod Worker 'C' Leadhand                                  |                |                |                 | \$ 10.34        |

15<sup>c</sup> 

APPENDIX "A - 1B"

| <b>Effective March 1, 2000<br/>\$.25 General Increase</b> | <b>HIRE IN</b> | <b>60 DAYS</b> | <b>120 DAYS</b> | <b>180 DAYS</b> |
|---|----------------|----------------|-----------------|-----------------|
| Tool & Die  | \$ 13.34       | \$ 13.39       | \$ 13.44        | \$ 13.55        |
| Millwright  | \$ 12.65       | \$ 12.70       | \$ 12.75        | \$ 12.88        |
| Maint 'A  | \$ 11.98       | \$ 12.03       | \$ 12.08        | \$ 12.21        |
| Maint 'B'   | \$ 11.39       | \$ 11.45       | \$ 11.52        | \$ 11.62        |
| Maint Set-Up  | \$ 11.20       | \$ 11.25       | \$ 11.30        | \$ 11.41        |
| Indirect 'A   | \$ 11.08       | \$ 11.14       | \$ 11.19        | \$ 11.29        |
| Indirect 'B'  | \$ 10.41       | \$ 10.47       | \$ 10.52        | \$ 10.62        |
| Indirect 'C'  | \$ 10.11       | \$ 10.16       | \$ 10.21        | \$ 10.32        |
| Production 'A'  | \$ 10.29       | \$ 10.34       | \$ 10.41        | \$ 10.52        |
| Prod Worker 'A' Leadhand                                  |                |                |                 | \$ 10.94        |
| Production 'B'  | \$ 10.11       | \$ 10.16       | \$ 10.21        | \$ 10.32        |
| Prod Worker 'B' Leadhand                                  |                |                |                 | \$ 10.74        |
| Prod Wk 'C'   | \$ 9.95        | \$ 10.00       | \$ 10.06        | \$ 10.17        |
| Prod Worker 'C' Leadhand                                  |                |                |                 | \$ 10.59        |

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## Alcoa Fujikura Manufacturing (Canada) Ltd.

May 2, 2001

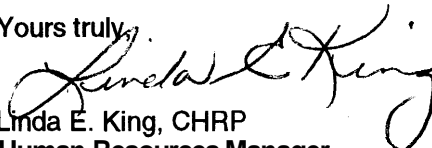
Workplace Information Directorate  
Collection of Agreements Unit  
Labour Branch  
Human Resources Department  
Hull, Quebec  
K1A 0J2

To whom it may concern:

Enclosed is an extension, and closure agreement to the collective agreement between AFL and Engery and Paperworkers Union, Local 574-0.

The number of employees covered by this agreement is 161.

Yours truly,

  
Linda E. King, CHRP  
Human Resources Manager

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## **Collective Agreement Extension & Closure Agreement**

In view of the announced closure of the Alcoa Fujikura Manufacturing (Canada) LTD. Owen Sound, Ontario facility (hereinafter referred to as the "Company"), on or after May 15, 2001, and as a result of the joint and cooperative desire of the Company and the Communications, Energy and Paperworkers Union of Canada and its Local 574-0 (hereinafter referred to as the "Union") to provide both for an extension of the Collective Agreement and an orderly closure of the facility, the parties agree to the following modifications to the Collective Agreement entered into on March 1<sup>st</sup>, 1998 and expiring on February 28, 2001 :

1. In consideration for the extension of all terms and conditions of the March 1<sup>st</sup>, 1998 – February 28, 2001 Collective Agreement the Company will provide an eight hundred dollar (\$800.00) lump sum payment to all associates who had active, non-layoff status as of March 1<sup>st</sup>, 2001, excluding associates who voluntarily resigned their employment between March 1<sup>st</sup> and the date this agreement is executed.
2. Health and Welfare benefits will continue per the terms of the existing Collective Agreement. In addition, associates will receive prescription drug coverage for thirty (30) days following their Company designated termination date.
3. Each associate will receive a "reference" letter documenting the closure of the Owen Sound facility (Attachment A).
4. Life insurance benefits will continue per the terms of the existing Collective Agreement.
5. Associates currently being monitored under the Lead Hazard Control/Testing & Monitoring Program will continued to be monitored for six months after the Company designated termination date.

| Length of Service | Employment Standards Act Severance Benefit        | Enhanced Closure Benefit  | Total Benefit                      |
|-------------------|---|---|------------------------------------|
| 0 – 4 Years       | 0   | 1.5 Weeks' Pay per Year of Service  | 1.5 Weeks' Pay per Year of Service |
| 5 – 26 Years      | 1 Week's Pay per Year of Service                  | 0.5 Week's Pay per Year of Service  | 1.5 Weeks' Pay per Year of Service |
| 27 + Years        | 1 Week per year of service for the first 26 years | 0.5 Week's Pay per Year of Service for First 26 Years<br>Plus<br>1.5 Weeks' Pay per Year of Service over 26 Years | 1.5 Weeks' Pay per Year of Service |

6. Associates are eligible for the Enhanced Closure Benefit provided by this Agreement, if they had active, non-layoff status as of March 1<sup>st</sup>, 2001 and worked as scheduled through May 15, 2001. Associates who are discharged for cause at any time prior their Company designated termination date or who voluntarily leave active employment for any reason prior May 15, 2001, are not entitled to any Closure benefits provided in this Agreement.
7. Unused Vacation time, Statutory Severance Pay, and Enhanced Closure Benefits will be paid within seven (7) days after the Company designated termination date.
8. The Company and the Union will work together on the Labour Adjustment Committee (LAC) to address associate retraining/job replacement issues. The Company has and will continue to provide support for these activities through the use of the Company's premises and staff support. While not limited by the following, the LAC may address such issues as; financial counseling, employee & family counseling, E.I. seminars, job search, interview training, skills/needs assessments, resume writing, adult learning center, computer literacy, basic literacy, associate advocacy with other employers, etc.
9. The Company will facilitate the Employment Insurance application process for associates whose employment is terminated as a result of the closure and will cooperate with the E.I. representatives to facilitate the receipt of Employment Insurance compensation and any and all other Provincial benefits.
10. In the event that any provision of the Agreement is or becomes invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.
11. The Company and the Union agree that all issues associated with the closure have been raised and this agreement resolves any and all issues associated with the closure. However, any dispute involving this Agreement may be resolved through the Article



18. Grievance and Arbitration Procedure provided the grievance is filed within 5 days after the issue becomes known to the associate.

12. The Company and Union agree that this Extension and Closure Agreement is a non-precedent and non-citable settlement involving only the associates at the Company's Owen Sound facility.

In witness whereof, the Company and the Union have signed this Extension and Closure Agreement on APRIL 4, 2001.

For the Union:

Lisa Van Wyck  
Dan Symons  
MB  
\_\_\_\_\_

[Signature]  
NATPEP  
CEP

For the Company:

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

## **ATTACHMENT A**

April 4, 2001

To Whom It May Concern:

(Associate Name) has worked for Alcoa Fujikura Manufacturing (Canada) LTD.(AFL) in Owen Sound, Ontario since (Date Hired). (Associate's Name) employment with AFL was terminated as a result of AFL's decision to discontinue all operations at the Owen Sound facility, by approximately, July 01, 2001.

If you wish to verify their employment further, please feel free to call 1-519-376-1300, Extension 236.

R. John Snider  
Owen Sound Location Manager