

COLLECTIVE AGREEMENT

between

**ALCAN ROLLED PRODUCTS
COMPANY
Kingston Works**

and

**UNITED STEELWORKERS
OF AMERICA
LOCAL UNION 343**

May 18th, 1995 - May 17th, 1998



DEC 18 1995



CONTENTS

I	Purpose	7
II	Recognition	8
III	Management Rights	9
IV	General Conditions	9
V	Seniority, Computation of Service, Approved Absence and Lay-off	10
VI	Progression, Promotions & Transfers	19
VII	Vacations and Paid Holidays	20
VIII	Termination of Employment	36
IX	Working Conditions	37
X	Salaries	40
XI	Shift Premiums	43
XII	Overtime	44
XIII	Bulletin Boards	49
XIV	Union Committees	49
XV	Grievance Procedure	52
XVI	Health and Safety and Working Environment	56
XVII	Medical Insurance	59
XVIII	Union Security	60
XIX	Termination of Agreement	61
Appendix I	Wage Rates	62
Appendix II	Authorization of Check-Off	65
Appendix III	Salary Operation	66
Appendix IV	Cost-of-Living Allowance	67
Appendix V	Overtime Assignment	70
Appendix VI	Letters of Understanding	72

INDEX

SUBJECT	SECTION	PAGE
Approved Absence	5.08,8.05	17, 31
Bereavement Pay	Appendix III	66
Bulletin Boards	13.01	49
Computation of Seniority.	5.02(a)(b)	11
Continuous Operation	9.05, Appendix V ...	39, 70
Cost-of-Living Allowance	Appendix IV	67
Departmental Transfers and		
Recalls	5.05,6.04	14, 21
Dirty Work	10.05	43
Discrimination	4.03	10
Discussion of Matters		
Affecting Employees	2.02	8
Employee Assistance Program ..	16.03	58
Extension of Probationary		
Period	5.02(g)	12
Grievance Procedure	15.01 to 15.06	52-55
Handicapped Employees	16.02	57
Hours of Work	9.04	39
Injury on the Job	Appendix III	66
Irregular Shift Changes	12.03	45
Job Postings	6.02	20
Jury Duty	Appendix III	66
Letters of Discipline	4.05	10
Letters of Understanding	Appendix VI	72
Lines of Progression	6.01	19
Lunch and Rest Periods	9.03	38
Maintenance of Rates	10.03(c)	42
Management Rights	3.01	9
Meal Allowance	12.09	48

Medical Insurance	17.01	59
Mutual Shift Exchanges	12.05	47
New Classifications.....	10.02	41
Notification in Case of Lay-Off .	5.04	13
Overtime and Overtime Compensation.....	12.01, 12.02, 12.04,1 2.06, 12.07, 12.08, Appendix V	44-48,70
Paid Holiday Allowance	7.10 7.12	35, 36
Paid Holidays	7.08,7.09,7.11	33-35
Permanent Promotions, Demotions and Transfers- Compensations	10.03	41
Promotions and Demotions	6.03	21
Purpose	1.01	7
Reduction in Forces	6.04(1)	22
Refusal to Work	16.01(e)	56
Regular Employees	5.01	10
Rehiring	5.02(e),5.07	12, 16
Retirement	8.02	36
Returning to the Bargaining Unit	5.02(c)	11
Safety Committee.....	16.01(b)	56
Safety Equipment	16.01(d)	56
Salaries	10.01, Appendix I ..	40, 62
Seniority Lists	5.06	16
Service Record Review.	4.04	10
Service With Other Alcan Plants	5.02(d)	12
Shift Premium	11.01	43
Sick Leave	Appendix III	66
Smoking	16.04	59
Special Circumstances	4.01	9

Strike and Lockouts	4.02	9
Supplementary Unemployment Benefits	5.04(b)	13
Temporary Assignments Outside of Bargaining Unit	6.07	25
Temporary Employee in Lay-Off Situation	5.03(a)(b)	12, 13
Temporary Promotions or Transfers	6.06	24
Temporary Straight Day Positions	6.06(c)	25
Temporary Substitution	6.05	24
Temporary Transfers - Compensation.....	10.04	42
Termination of Agreement	19.01,19.02	61
Termination of Employment.....	8.01,8.03,8.04	36, 37
Union Check-Off	18.01,18.02,18.03, Appendix II.....	60, 61
Union Committees	14.01 to 14.05	49-51
Union Representation	4.06	10
Vacations and Vacation Compensation	7.01 to 7.07	26-31
Work on Sunday	9.02	38
Work Week	9.01	37

PREFACE

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

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

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

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

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

COLLECTIVE AGREEMENT entered into at Kingston on the 18th of May 1995.

BETWEEN

**ALCAN ROLLED PRODUCTS COMPANY,
Kingston Works,**
hereinafter called the “**Company**”,
OF THE FIRST PART,

-and-

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

SECTION 1 - PURPOSE

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

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

SECTION II - RECOGNITION

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

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

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

2.04 The Company and the Union desire to maintain a harmonious relationship between the Company and its employees, as outlined in the Preface to this Collective Agreement. With this in mind both parties agree that it is beneficial to familiarize new employees with the expectations of both the Company and the Union. Accordingly, the orientation programme for new employees hired under the terms of the

Collective Agreement will include a session conducted by the Personnel Manager or his nominee with the Union President or his nominee participating, designed to further this objective.

SECTION III - MANAGEMENT RIGHTS

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

SECTION IV - GENERAL CONDITIONS

4.01 Special Circumstances

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

4.02 Strike and Lockouts

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

4.03 No Discrimination

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

4.04 Service Record and Disciplinary Summary

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

4.05 Letters of Discipline

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

4.06 Union Representation

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

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

5.01 Definition

A regular employee's plant seniority shall be equal to his continuous service with the Company and shall not be bro-

ken by any approved absence. A regular employee is one who has completed his probationary period within the bargaining unit.

5.02 Computation of Seniority

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

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

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

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

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

(e) Lay-off in excess of twenty-four (24) months, resignation, termination under Section VIII or Clause 5.05(c), quitting, discharge (subject to Clause 15.05), and retirement shall terminate an employee's seniority and employment. If the employee is rehired he shall be rehired as a new employee and his seniority shall date from the time of rehiring.

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

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

5.03 Reduction of Forces

(a) Whenever a reduction in forces becomes necessary, any student vacation replacements shall be laid off without reference to their length of service. Student vacation replacements are temporary employees. Such students shall be hired after April 15th and before August 15th and terminated before or thereon September 30th of the same year. Student vacation replacements shall accumulate no seniority while they are classified as such and shall be subject to termination

without notice and without cause. If the Company retains a student vacation replacement after September 30th of the same year, he shall be rehired as a probationary employee.

(b) When all student vacation replacements have been laid off, any further reduction in forces within a department or within the plant, shall be accomplished by transferring or laying off employees in their inverse order of plant seniority.

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

5.04 Notification in Case of Lay-Off

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

(b) Supplementary Unemployment Benefits

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

(2) Supplementary Unemployment Benefits shall not be paid:

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

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

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

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

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

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

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

5.05 **Recalls**

(a) The last employee laid off shall be the first to be recalled. When an employee is recalled from lay-off to a

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

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

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

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

OR

(2) Permit the employee to forego the recall notification and become subject to a second and final recall. The Union shall be informed of any decisions which result from the provisions of Clause 5.05(c).

5.06 Seniority Lists

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

5.07 Rehiring

(a) Employees terminated because of lay-off in excess of twenty-four (24) months shall be given consideration for rehiring for a further period of six (6) months from the date of termination. The employees concerned shall advise the Company in writing that they wish to take advantage of this provision. Such written notification must be received by the Company within thirty (30) working days of the date of termination.

(b) Notwithstanding the provisions of Clause 5.02(e) for the purposes of Section V and VI, employees rehired under this clause shall be given full credit for their seniority accumulated at the time of termination.

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

5.08 Leave of Absence

(a) For the purposes of this Agreement approved absence shall include any lay-off not exceeding twenty-four (24) months (subject to the provisions of Clause 5.05, Recalls); suspension for disciplinary reasons; bona fide personal illness not exceeding twelve (12) months; unavoidable absence for reasons beyond the control of the employee, when promptly reported in writing and accepted by the Company; absence for any reason not exceeding twelve (12) months provided written approval of the Company has been obtained.

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

(c) For the purpose of Section V and VI of this Agreement an employee with at least five (5) years seniority shall maintain and accumulate seniority for a further period of one (1) year in the event of absence due to bona fide personal illness.

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

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

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

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

**SECTION VI - PROGRESSION, POSTINGS,
PROMOTIONS AND TRANSFERS**

6.01 Lines of Progression

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

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

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

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

(e) Employees may be transferred out of a line of progression if they are unable or unwilling to accept temporary or permanent promotion throughout that line of progression subject to Clause 6.03(a). However exceptions may be given under special circumstances. In order to avoid such transfer an employee may however withdraw any letter declining

promotion within his line of progression. However the most senior 75% of the employees in a job classification in a line of progression who were employed therein on 17 May 1983 and who prior to that date had declared their intention to decline any promotion within that line of progression shall be exempt from such transfer.

6.02 Job Postings

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

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

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

(c) In filling vacancies in posted jobs, the Company shall first consider and give preference to candidates from within

the department concerned. If there is no qualified candidate within the department, the Company shall consider applications received from employees elsewhere in the plant. In either case, preference shall be given to the qualified employee with the greatest plant seniority.

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

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

6.03 Promotions and Demotions

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

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

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

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

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

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

6.04 Departmental Transfers and Recalls

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

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

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

(3) When employees who are in a line of progression are transferred out of their department and are later recalled to their department in accordance with Clause 6.04(2) those employees with recall rights to the highest level in the line of progression may exercise their recall rights when a temporary or permanent opening occurs within a period of one (1)

year from the date of demotion whether it is to the level to which the recall is effective or to a level lower than their former level.

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

6.05 Temporary Substitution- Temporary Absences

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

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

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

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

6.06 Temporary Promotions or Transfers

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

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

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

6.07 Temporary Assignments Outside of Bargaining Unit

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

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

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

SECTION VII - VACATIONS AND PAID HOLIDAYS

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

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

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

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

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

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

7.03 Vacation Pay for Terminated Employees

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

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

Less than 3 years service as of date of termination - 4% of earnings

Three to 9 years service as of date of termination - 6% of earnings

Ten years to 19 years service as of date of termination - 8% of earnings

Twenty years to 24 years service as of date of termination - 10% of earnings

Twenty-five or more years of service as of date of termination - 12% of earnings

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

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

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

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

Hired By	Vacation accrued on 1st May next
15th August	6 shifts
15th September	5 shifts
15th October	5 shifts
15th November	4 shifts
15th December	3 shifts

15th January	3 shifts
15th February	2 shifts
15th March	1 shift
15th April	1 shift

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

7.05

(a) On May 1st employees who have:

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

Completed 10 years of continuous service will be entitled to 4 weeks vacation;

Completed 20 years of continuous service will be entitled to 5 weeks vacation;

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

In the year an employee completes his 3rd, 10th, 20th or 25th year of continuous service he will be eligible for his 3rd, 4th, 5th or 6th week of vacation on the date of such completion.

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

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

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

Completed 10 years of continuous service will be entitled to 13 shifts vacation;

Completed 20 years of continuous service will be entitled to 17 shifts vacation;

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

In the year an employee completes his 3rd, 10th, 20th or 25th year of continuous service he will be eligible for his extra shifts of vacation on the date of such completion.

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

7.06 A week's vacation pay will be the employee's classified weekly salary at the time the vacation is taken except that an employee who has been up-graded to a higher paid job for forty-five (45) consecutive calendar days immediately prior to his vacation shall receive the higher salary as his vacation pay. In addition the employee will receive a lump

sum vacation bonus of 15% of his vacation pay calculated at his classified rate as of June 1st. This bonus will be **paid** at the end of the second pay period in June of each year and will be paid in a separate cheque. However, the vacation pay of those who have been on lay-off or leave of absence during the previous vacation year will be calculated in accordance with the provisions of Clause 7.07.

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

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

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

Over 90 days and less than 3 years;

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

More than 3 years and less than 10 years;

1-1/2 days pay per month worked, to a maximum of 15 days.

More than 10 years and less than 20 years;
2 days pay per month worked, to a maximum
of 20 days.

More than 20 years and less than 25 years;
2-1/2 days per month worked, to a maximum
of 25 days.

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

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

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

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

More than 10 years and less than 20 years;
one and one-third shift's pay per month worked,
to a maximum of 13 shifts.

More than 20 years and less than 25 years;
one and two-third shift's pay per month worked,
to a maximum of 17 shifts

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

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

(b) For the purpose of determining time worked:

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

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

7.08 Paid Holidays - Definition

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

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

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

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

7.09 **Paid Holidays**

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

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

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

(b) Christmas Shutdown

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

1995 - December 27, 28 and 29
1996 - December 27, 30 and 31
1997 - December 29, 30 and 31

7.10 **Paid Holiday Allowance**

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

7.11 **Employees on Vacation**

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

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

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

7.12 Work Performed on Paid Holidays

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

SECTION VIII - TERMINATION OF EMPLOYMENT

8.01

This section of the Agreement shall not limit the Company's right to lay-off or discharge employees under the terms of Section III, Clause 3.01.

8.02

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

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

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

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

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

8.05 When an employee has been absent for twenty-four (24) months following a lay-off or for one (1) year following any other approved absence, and his leave has not been extended by written permission, his employment shall be terminated. When approved absence has been granted for a specific period shorter than two (2) years, termination will take place at the end of that period unless the leave of absence is extended in writing. Nevertheless, absence for such further period due to reasons beyond the control of the employee shall be dealt with as specified in Clause 5.02(e) of this Agreement.

SECTIONIX - WORKING CONDITIONS

9.01 Work Week

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

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

9.02 **Work on Sunday**

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

9.03 **Lunch and Rest Periods**

(a) Lunch periods shall be allowed as follows:

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

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

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

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

9.04 **Hours of Work**

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

12:00 midnight to 8:00 a.m.
8:00 a.m. to 4:00 p.m.
4:00 p.m. to 12 midnight

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

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

9.05 **Continuous Operations**

The Company may substitute a continuous shift schedule in any department to provide seven (7) day coverage.

The Company will advise the Union twenty-one (21) calendar days in advance of the implementation or termination of a continuous operation in a department or parts thereof.

Prior to the implementation of a continuous operation the Company will put forward and discuss with the Union possible alternative continuous operation schedules. All employees placed on a continuous shift shall decide by a 66-2/3% majority vote if they prefer a 12-hour shift over an 8-hour shift schedule and by a majority vote as between competing 8-hour shifts or as between competing 12-hour shift schedules.

If the above procedures are inconclusive within the twenty-one (21) day period then one (1) of the aforementioned schedules of the Company's choice will be implemented.

Any provisions of the Collective Agreement which would interfere with a seven (7) day continuous operation shall be deemed modified to so permit.

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

SECTION X - SALARIES

10.01 Salaries

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

(b) For continuous shift operations, a premium of \$1.00 per hour shall be paid for each hour worked on the continuous shift schedule, not inclusive of shift premiums. An employee's basic weekly salary will be forty (40) times his hourly rate as set forth in Appendix I. In the case of a continuous shift schedule that averages forty-two (42) hours a week, two (2) hours a week if worked will either be paid at time and one-half or accumulated and scheduled as an extra day off (EDO) in accordance with the continuous shift schedule.

An employee assigned to work on a continuous shift schedule on a shift by shift basis shall be paid under the provisions of Clause 12.02(a). However, an employee assigned to work on a continuous shift schedule for two (2) or more

weeks shall be paid in accordance with Clause 10.01(b) and Clause 12.02(a) shall not apply.

10.02 New Classifications

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

(b) In the event of a change in salary on existing jobs, or when machines are modified to the extent that the rate of the job is changed, incumbent employees shall receive the higher salary for that job, from the start of the first pay period following the change in rate.

10.03 Permanent Promotions, Demotions and Transfers

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

(b) When an employee is permanently demoted to a lower paid job, or permanently transferred to a lower paid job in

another department, he shall receive the salary for that job from the start of the first pay period following the demotion,

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

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

10.04 Temporary Transfers

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

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

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

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

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

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

SECTION XI - SHIFT PREMIUM

11.01 (a) A premium of 50¢ per hour over the classified rate set out in Appendix I shall be paid to employees who work during the period 4 p.m. to 8 a.m.

(b) A premium of 50¢ per hour shall be paid to day workers who work during the period 4:30 p.m. to 8:00 a.m.

SECTION XII - OVERTIME

12.01 General

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

12.02 Overtime Rates

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

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

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

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

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

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

Time and one-half shall be paid for all hours worked on an extra day off (EDO).

Double time shall be paid for:

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

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

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

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

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

(d) For continuous shift operations, under no circumstances shall there be pyramiding of premiums.

12.03 Irregular Shift Changes

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

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

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

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

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

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

(b) For continuous shift operations where a twelve (12) hour shift is in effect, whenever an employee's regular work schedule is changed by the Company so as to result in regularly scheduled working hours with new starting and stopping times, he shall be paid at the rate of time and one-half for work performed during his first assigned shift worked following such change. Such payment shall not however apply if the employee is off work twenty-four (24) hours prior to such change.

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

12.05 Mutual Shift Exchanges

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

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

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

12.07 Minimum Overtime Periods

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

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

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

12.08 Transportation

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

12.09 Meal Allowance

(a) Any employee who works two (2) hours or more before or after his regular shift shall be given a meal voucher for \$5.00. Any employee working more than two (2) hours overtime shall be paid for his lunch period.

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

Commencing 18 May 1996 the meal voucher will be \$6.00.

(b) Any employee who is recalled to the plant who works two (2) hours or more shall be given a meal voucher and shall be paid for a thirty (30) minute lunch period and be given the same every four (4) hours worked thereafter.

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

SECTION XIII - BULLETIN BOARDS

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

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

SECTION XIV - UNION COMMITTEES

14.01 Negotiating Committee

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

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

14.02 Union Committee

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

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

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

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

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

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

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

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

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

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

14.03 Shop Stewards

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

14.04 Activities of Union Representatives

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

14.05 Payment of Union Representatives

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

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

SECTION XV - GRIEVANCE PROCEDURE

15.01 Processing a Grievance

(a) Step No. 1

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

(b) Step No. 2

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

(c) Step No. 3

Failing a satisfactory solution at Step No. 2, the grievance shall be submitted by the President or his nominee to the

Works Manager not later than three (3) days following the answer at Step No. 2. The Works Manager or his nominee will **meet** with **the Union Committee** and **will** render his decision in writing to the aggrieved employee and the President or his nominee within seven (7) days of the grievance being submitted to him.

15.02 Arbitration

(a) Failing a satisfactory settlement of a grievance in the above steps, and provided such grievance is related to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may notify the other in writing, within seven (7) days, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Ontario Labour-Management Arbitration Commission upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it, but in no case shall the Board alter, modify or amend or supplement any part of this

Agreement. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman will govern.

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

15.03 Union Grievances

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

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

15.04 Company Grievances

(a) Any complaints originating with the Company, shall in the first instance be taken up by the Works Manager or his nominee with the Union Committee.

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

15.05 Claims of Unjust Discharge

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

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

15.06 Time Intervals

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

**SECTION XVI - HEALTH & SAFETY AND
WORKING ENVIRONMENT**

16.01 Health & Safety

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

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

(c) Those Union members representing each plant shall have the right to accompany the Department of Labour Safety Inspector during inspections of their respective plants and the Union shall be provided with a copy of the Inspector's report. In addition, such Union members, subject to approval of the Foreman on shift, shall have the right to enter their respective plants at any time on matters of health and safety.

(d) The Company shall make reasonable provisions for the safety and health of the employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees from injury **shall** be supplied by the Company and the employee shall be respon-

sible for this equipment, except for normal wear and tear, until it is returned to the Company but this shall not include personal necessities. The Company will pay the cost of approved prescription safety glasses and safety footwear on behalf of all non-probationary bargaining unit employees, except students employed during vacation periods, who are on the active payroll of the Company. The cost of such footwear will be paid by the Company provided the prior approval of the employee's Foreman has been obtained with respect to the need for the purchase of such footwear, the type of footwear to be purchased and the cost of such purchase. Probationary employees will be required to purchase their own safety footwear of a type and cost approved by the Company in advance, and upon satisfactory completion of their probationary period, the Company will reimburse them for the cost of such purchase.

(e) It is agreed that any employee refusing to perform a job on the grounds that it is unsafe will have the matter dealt with under the applicable legislation and it is further understood that it is not the intent of the Company to require employees to work where they are exposed to a hazardous operation unless they are within sight or sound of others.

16.02 Handicapped Employees

(a) It is recognized by the Union and the Company that from time to time problems may arise regarding the placing of handicapped employees on jobs. Accordingly, it is agreed that where such situations arise, the Company and the Union will discuss and attempt to agree on positions for such employees. Where it is mutually agreed to place such

employees on certain jobs, they may be given preference in such classifications. However, should a handicapped employee become physically fit again, he shall be removed from the preferred list. The lay-off provisions of this Agreement shall apply to handicapped employees.

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

(c) It is recognized that at times special placements are made and time is required for medical tests and assessment. It is agreed that while medical assessment continues, the employee will receive the rate for his former classified job. In the event that the special placement is confirmed the employee will receive the rate of pay for the job he is performing unless he has not received the fifty-two (52) weeks at his former classified rate as set out in Clause 16.02(b).

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

16.03 Employee Assistance Program

Without detracting from the existing rights and obligations of the parties recognized in the other provisions of the Agreement, the Company and the Union agree to cooperate in encouraging employees experiencing serious personal

problems to participate in the Employee Assistance Program. This program shall provide personal counselling service to employees and members of their immediate families. All requests for assistance and records shall remain confidential.

16.04 Smoking

Smoking will be permitted in designated areas in the plant.

SECTION XVII - MEDICAL INSURANCE

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

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

Mutual Life Semi-private Hospital Accommodation, Schedule E1, and Mutual Life of Canada Supplementary Health Care - Prescription Drugs, Schedule E2(A), Mutual Life of Canada Supplementary Health Care - Other Health Services, Schedule E2(B), will be paid by the Company for employees on disability benefit and for those electing to take early retirement at age sixty (60) years or after.

The Company shall pay the full cost of the monthly premiums for the Mutual Life Basic Dental Plan, Schedules D1 and D2, and the Mutual Life of Canada Dental Plan for Dentures, Denture Repairs, Crowns and Bridges, Schedule D4, for all regular participating employees. This plan will not be paid for employees on lay-off, nor for employees on disability benefit, nor for those electing to take early retirement.

Commencing 18 May 1996, the Dental Plan will be paid according to the 1995 O.D.A. schedule for all regular participating employees.

SECTION XVIII - UNION SECURITY

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

18.02 As long as an Authorization of Check-Off form is in effect, the Company shall deduct the amount of Union dues or equivalent from the salary of the employee concerned. The deduction shall be made from the first pay cheque of the subsequent month and monthly thereafter.

18.03 All Union dues or equivalent deducted under the terms of this Section of the Agreement shall be remitted by

the Company to the person designated by the Financial Secretary of Local 343 to receive such dues on or before the last day of each calendar month.



SECTION XIX - TERMINATION OF AGREEMENT

19.01 This Agreement shall remain in force until the 17th day of May 1998 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party not more than ninety (90) calendar days and not less than sixty (60) calendar days prior to its date of expiry or automatic renewal. When such notice is given the parties shall meet within fifteen (15) calendar days of receipt of such notice to commence negotiations.

19.02 IN WITNESS WHEREOF the parties hereto, through their authorized representatives and the certified bargaining agents, have affixed their signatures hereunder on the 12th day of July 1995.

**ALCAN ROLLED
PRODUCTS COMPANY
Kingston Works**

G. A. Little, Works Manager
Herbert J. Walsh
J. H. Richardson
Elizabeth R. Young
David J. Cox

**UNITED STEELWORKERS
OF AMERICA
LOCAL UNION 343**

Peter J. Boyle, President
James J. Buchanan
Art O'Reilly
Dennis Graham
Reg Stinson
James Stewart,
Area Co-ordinator

**APPENDIX I - SALARIES
KINGSTON WORKS PRODUCTION**

	Hourly Salary Effective 18 May 1995	Hourly Salary Effective 18 May 1996	Hourly Salary Effective 18 May 1997
84" Rolling Mill Operator "A"	19.491	19.841	20.291
84" Rolling Mill Operator "B"	18.651	19.001	19.451
Finishing Machine Operator "A"	18.371	18.721	19.171
Machine Operator "B"	17.811	18.161	18.611
C.A.L. Furnace Operator	17.811	18.161	18.611
Packer "A"	17.531	17.881	18.331
Packer Co-ordinator	17.251	17.601	18.051
Shipper	17.251	17.601	18.051
Senior Clerk	16.971	17.321	17.771
Packer	16.971	17.321	17.771
Stacker Crane Operator	16.691	17.041	17.491
Material Handler	16.691	17.041	17.491
Truck Operator	16.131	16.481	16.931
Scrap Handler	16.131	16.481	16.931
Machine Helper	15.291	15.641	16.091

STORES/SERVICE

	Hourly Salary Effective 18 May 1995	Hourly Salary Effective 18 May 1996	Hourly Salary Effective 18 May 1997
Stores - Serviceman "A"	17.811	18.161	18.611
Interplant.....	16.971	17.321	17.771

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

W

**HOURLY AND WEEKLY SALARY
BY LABOUR GRADE**

LABOUR GRADE	18 MAY 1995		18 MAY 1996		18 MAY 1997	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
1	611.64	15.291	625.64	15.641	643.64	16.091
2	622.84	15.571	636.84	15.921	654.84	16.371
3	634.04	15.851	648.04	16.201	666.04	16.651
4	645.24	16.131	659.24	16.481	677.24	16.931
5	656.44	16.411	670.44	16.761	688.44	17.211
6	667.64	16.691	681.64	17.041	699.64	17.491
7	678.84	16.971	692.84	17.321	710.84	17.771
8	690.04	17.251	704.04	17.601	722.04	18.051
9	701.24	17.531	715.24	17.881	733.24	18.331
10	712.44	17.811	726.44	18.161	744.44	18.611
11	723.64	18.091	737.64	18.441	755.64	18.891
12	734.84	18.371	748.84	18.721	766.84	19.171
13	746.04	18.651	760.04	19.001	778.04	19.451
14	757.24	18.931	771.24	19.281	789.24	19.731
15	768.44	19.211	782.44	19.561	800.44	20.011
16	779.64	19.491	793.64	19.841	811.64	20.291

**APPENDIX II
AUTHORIZATION OF CHECK-OFF**

U.S.W.

TO: Alcan Rolled Products Company
I, the undersigned

Permanent No

.....
Surname Christian Names

Address.....

1
3
1
hereby request and authorize Alcan Rolled Products Company to deduct the amount of the **current** Union dues per month as prescribed by the Constitutional authority of the Union from my salary and to remit dues per month to the United Steelworkers of America, Local Union **343**; such deductions to commence with the month of 19....., and to be made from my salary for the first pay period commencing within that month and each month thereafter while this authorization remains in force during the term and in accordance with the provisions of the Collective Agreement signed on the day of 19....., and any renewal thereof. The Company shall be kept advised of any change re the Union Dues.

Witness Signed.....

Dare at Kingston, Ontario.....

- COPIES.
White - ALCAN PAYROLL DEPARTMENT
Blue - UNITED STEELWORKERS OF AMERICA Local Union 343
Pink - EMPLOYEE

APPENDIX III

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

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

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

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

Service over 10 years - fifty-two weeks

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

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

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

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

APPENDIX IV

Cost-of-Living Allowance

1. Effective 18 May 1997, and for the remaining term of this Collective Agreement each employee shall participate in a triggered and capped cost-of-living allowance plan (COLA).
2. The COLA shall be based on the Consumer Price Index for Canada (all items - base 1981 = 100) published by Statistics Canada (hereinafter referred to as CPI).
3. The COLA shall be equal to one cent (1¢) for each 0.30 point rise in the CPI as hereinafter determined, adjusted downward to the nearest tenth of one cent (0.1¢).
4. The COLA shall be based on the basic forty (40) hour weekly salary and in accord with the salary schedule as set out in Appendix III, including periods of vacation and paid holidays, and shall *not* be used in the calculation of overtime rates and vacation bonus, or in the calculation of any pay allowance or benefit provided for in this Collective Agreement.

5. COLA will be triggered when the increase in the CPI has exceeded five percent (5%) above the January 1997 CPI reported by Statistics Canada (all items - base 1981 = 100). The allowance will equal the amount by which the calculation exceeds the aforementioned trigger, calculated quarterly with a maximum payment of forty cents (40¢) per hour.
 - (a) The COLA calculation for the period from 18 May 1997 to 17 August 1997 will be based on the difference between the CPI for January 1997 and the CPI for April 1997.
 - (b) The COLA calculation for the period from 18 August 1997 to 17 November 1997 will be based on the difference between the CPI for January 1997 and the CPI for July 1997.
 - (c) The COLA calculation for the period from 18 November 1997 to 17 February 1998 will be based on the difference between the CPI for January 1997 and the CPI for October 1997.
 - (d) The COLA calculation for the period from 18 February 1998 to 17 May 1998 will be based on the difference between the CPI for January 1997 and the CPI for January 1998.
6. Payment of any COLA will commence or be retroactive to the beginning of the three (3) month period following the period for which the calculation was made.

7. In the event that Statistics Canada does not issue the CPI on or before the beginning of periods referred to in Clause 5, any pay adjustments required shall be made at the beginning of the first pay period after publication of the CPI, and shall be retroactive to the commencement of the appropriate period. In the event that a retroactive adjustment is made by Statistics Canada to the CPI, it is agreed that the COLA already paid to employees will not be adjusted retroactively.
8. The parties to this Agreement agree that the continuance of the cost-of-living allowance will depend upon the availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for May 1995. If Statistics Canada changes the form or basis of calculating the CPI the parties shall attempt to determine an appropriate index figure by agreement.

If agreement is not reached, the parties agree to request Statistics Canada to make available for the life of this Agreement, a monthly CPI in its present form calculated on the same basis as the index for May 1995.

APPENDIX V
OVERTIME ASSIGNMENT

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

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

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

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

In each department, every effort will be made to post the overtime on the bulletin boards by Thursday. As has been the case in the past, the Company would be quite prepared to

work at the resolution of complaints on the assignment of overtime prior to the weekend work.

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

First, an employee scheduled for an extra day off (EDO) shall be given the opportunity to work the overtime if it occurs in his department on his shift provided that he is **qualified** to perform the job.

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

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

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

APPENDIX VI
LETTERS OF UNDERSTANDING

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

1995

Mr. P.J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

RE: DRUGS, ALCOHOL AND THEFT

This will confirm discussions held during negotiations for the 1995 Collective Agreement whereby the Company explained its concerns about drug and alcohol abuse in the plant as well as theft from employees and the Company. The Company therefore intends to exercise its rights to conduct random or general inspection of lockers, lunch pails or packages that is deemed appropriate to uncover drugs or alcohol abuse or theft.

Yours very truly,

H. J. Walsh,
Human Resources Manager

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

RE: TECHNOLOGICAL CHANGE

I write to confirm an agreement reached during negotiations for the 1995 renewal of our Collective Agreement whereby the Company agreed to take certain steps to assist the Union and employees as a result of the introduction of technological change.

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

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

change and that therefore, persons outside of the bargaining unit may be utilized during this period.

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

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

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

Yours very truly,

H. J. Walsh,
Human Resources Manager

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

RE: FORK TRUCK/CRANE

We write to confirm the continuation of an undertaking contained in a letter dated 8 November 1985 from L. H. Goetz to the then United Steelworkers of America President. The undertaking is as follows:

1. I have stated that it is not the intention of the Company to replace classified Fork Truck or Crane Operators or to reduce the scope of their traditional assignment of duties.
2. The above notwithstanding, the Company contends that it is not unreasonable nor does it violate the Collective Labour Agreements to temporarily assign a tradesman to the operation of a fork truck or crane. Such brief and infrequent assignments are sometimes necessary for the efficient performance of a tradesman's duties. This is however to be kept to a minimum.

Your's very truly,

H. J. Walsh,
Human Resources Manager

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

RE: EXTRA DAYS OFF (EDO'S)

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

1. Extra Days Off are designated by the continuous shift schedule and are considered earned on the designated dates.
2. An employee who opts for designated EDO's rather than extra pay may take his EDO's as they are earned and designated by the schedule or reschedule at a later time. This also applies to EDO's designated on paid holidays. However, an employee may not carry more than three (3) rescheduled earned EDO's at any time.
3. A rescheduled EDO must be taken at a time satisfactory to the employee's Foreman but the employee shall have the opportunity, so far as the scheduling of work permits, to choose his time of,

4. An EDO which has been rescheduled but not taken because the Company requires the employee to work shall either be rescheduled immediately or paid at the rate of time and one-half.
5. An employee who opts for pay on an annual basis, will be paid an extra two hours at the rate of time and one-half for each week in which he works all of his regularly scheduled shifts.
6. An employee who opts for EDO pay on a random basis, will be paid at the rate of time and one-half for the EDO providing he has worked such.
7. Should an employee be assigned from a continuous shift schedule to a non-continuous schedule, resign, be discharged or laid off, all earned EDO's will be paid at the rate of time and one-half to the employee.
8. The rescheduling of EDO's shall not involve any additional cost to the Company.

Yours very truly,

H. J. Walsh,
Human Resources Manager

1995

Mr. P. J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

We write *to* confirm an agreement reached during negotiations for the 1995 renewal of our Collective Agreement whereby the Company agreed that no staff employee who has transferred out of the USWA bargaining unit will be returned to the USWA bargaining unit during the term of the new Collective Agreement.

Yours very truly,

H. J. Walsh,
Human Resources Manager

1995

Mr. P.J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

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

We write to confirm an agreement reached during negotiations for the 1995 renewal of our Collective Agreement relative to section 6.07 of that agreement.

It is agreed that any bargaining unit employee serving as a temporary staff, or temporary foreman shall not be so employed for periods of less than a full shift, except in the case of an emergency. If, while serving in such capacity, overtime is scheduled for the bargaining unit and the temporary foreman or staff person would normally have been eligible for such overtime, they will not participate in the overtime opportunities. The only exception shall be if they are required to work overtime solely in the capacity of temporary foreman or staff person.

This means that if they are on overtime, as a temporary foreman, they shall not be permitted to do production and related work normally performed by bargaining unit employees, and similarly, if they are doing scheduled overtime on

production, they shall not act as temporary foremen during that overtime shift, except in an emergency.

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

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

Yours very truly,

H.J. Walsh,
Human Resources Manager

1995

Mr. P.J. Boyle, President,
United Steelworkers of America, Local 343,
206 Concession Street,
Kingston, Ontario
K7K 2B5

Dear Mr. Boyle:

RE: CASH OPERATIONAL NEEDS

This letter records an agreement between the Company, Alcan Rolled Products Company, Kingston Works and the Union, United Steelworkers of America, Local 343. The implementation effective September 1993 of the following changes to the work week are required to meet the operational needs of the **CASH** line to develop and successfully meet the demand for the automotive market. It is agreed that if the demand were to increase to levels which justify additional shifts, a three-shift or 7 day continuous shift will be implemented as required.

Work Week

The work week for employees assigned to this operation are on rotating 12 hour shifts within the period of 8 A.M. Monday to 8 P.M. Thursday each week. (schedule attached)

Hours of Work

There are two crews established rotating on 12 hour shifts with standard starting and stopping times of:

8 A.M. to 8 P.M.

8 P.M. to 8 A.M.

The schedule averages forty-two (42) hours per week, the additional two (2) hours per week will be paid at time and one-half or accumulated. However, an employee may not carry more than thirty-six (36) accumulated hours at any time. Any accumulated hours must be taken at a time satisfactory to the employee's foreman. The scheduling of the accumulated hours shall not involve any additional cost to the Company. All other provisions relating to a 12 hour shift found within the current Collective Agreement shall apply to the employees assigned.

Such agreement between the parties on the above change to the work week provisions shall not be interpreted by the parties as establishing a precedent or prejudicing the conditions set out in the Collective Agreement relating to the balance of Kingston Works operations. Either party to this agreement shall have the right to re-examine the terms of the agreement and in the event that either party wishes to terminate the agreement, the issue may be subject to grievance under section XV of the current Collective Agreement.

Yours very truly.

H.J. Walsh,
Human Resources Manager

SCHEDULE - 12 HOUR SHIFT

	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
Days	B B B B	A A A A	B B B B	A A A A
Nights	A A A	B B B	A A A	B B B
Off	A	A B B B	B A A	A B B B
Off	B	A A A	B B	B A A A B

96

1

Note:

- 42 hour average work week
- 2 crews (**A** & **B**)
- Fri., Sat., Sun., **off** every week
- Work Periods: 48 hrs., 36 hrs., 48 hrs., 36 hrs., repeat

Days - 8:00 A.M. to 8 P.M.

Nights - 8:00 P.M. to 8 **A.M.**

JANUARY

SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

SUN	MON	TUES	WED	THU	FRI	SAT
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

SUN	MON	TUES	WED	THU	FRI	SAT
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MAY

SUN	MON	TUES	WED	THU	FRI	SAT
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

SUN	MON	TUES	WED	THU	FRI	SAT
	3	4	5	6	7	8
	9	10	11	12	13	14
	15	16	17	18	19	20
	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

SUN	MON	TUES	WED	THU	FRI	SAT
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1996

JANUARY							FEBRUARY						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6							
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29		

MARCH							APRIL						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
10	11	12	13	14	15	16	13	15	16	17	18	19	20
17	18	19	20	21	22	23	24	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31							29						

MAY							JUNE						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
12	13	14	15	16	17	18	2	10	14	15	16	14	15
19	20	21	22	23	24	25	18	17	18	19	20	21	22
26	27	28	29	30	31		15	24	25	26	27	28	29

JULY							AUGUST						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6							
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SEPTEMBER							OCTOBER						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7	6	7	8	9	10	11	12
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		
29	30												

NOVEMBER							DECEMBER						
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
							29	30	31				

1997

JANUARY

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2		
5	6	7	8	9	3	4
12	13	14	15	16	10	11
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

SUN	MON	TUES	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

SUN	MON	TUES	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

SUN	MON	TUES	WED	THU	FRI	SAT
3	4	5	6	7		
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SEPTEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
	4	5	6	7	8	9	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
29	30	31											

MAY

SUN	MON	TUES	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

SUN	MON	TUES	WED	THU	FRI	SAT
						1
					2	3
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

SUN	MON	TUES	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	