



COLLECTIVE AGREEMENT

- between -

**FALCONBRIDGE LIMITED**  
**Kidd Metallurgical Division**

- and -

**LOCAL 599**  
**National Automobile, Aerospace, Transportation and**  
**General Workers of Canada**



**October 1, 2005 to September 30, 2008**

November 14, 2005

This Agreement

Made this 29th day of October, 2005

Between

**Falconbridge Limited,  
Kidd Metallurgical Division**

Hereinafter called the "Company"

AND

**National Automobile, Aerospace, Transportation and  
General Workers of Canada  
And its Local 599**

Hereinafter called the "Union"

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## **Article 1 - Purpose of Agreement**

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain mutually satisfactory working conditions and to protect the safety and health of the workers. The parties recognize that an efficient operation and a good working relationship between the Company and the Union will help both remain strong and viable in the future.
- 1.02 This agreement supersedes any agreements that were in place prior to the signing of this Collective Agreement.
- 1.03 Whenever the male gender is used throughout this Agreement, it is agreed that the female gender is an acceptable substitute whenever and wherever the female gender is applicable.
- 1.04 Where the singular is used throughout this Agreement, it is agreed that the plural is an acceptable substitute whenever the plural is applicable.

## **Article 2 - Union Recognition/Scope**

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for the purpose of conducting collective bargaining regarding rates of pay, hours of work, and other working conditions of employees.
- 2.02 The words "employee" or "employees" shall mean all production and maintenance, including instrumentation maintenance, employees of Kidd Metallurgical Division of Falconbridge Limited in the District of Cochrane, save and except supervisors, persons above the rank of supervisor, office, clerical and technical staff, security guards and students employed during the school vacation period, and Co-op Students.
- 2.03 Notwithstanding Article 2.02, the company may employ casual or temporary employees, for up to three (3) months, and they are not included in the bargaining unit.
- 2.04 The Union recognizes that supervisors regularly perform bargaining unit work within the Copper Auxiliary Department which practice will continue. The Company agrees that other supervisors will not regularly perform bargaining unit work.

- 2.05 Summer Students and casual or temporary employees shall not be employed while there are employees on lay off who have the skill and ability to perform the available work.
- 2.06 The Company recognizes the Union's concerns over "contracting out" and will consider the availability of equipment, engineering, skills, supervision, services and operating and cost efficiency before contracting out work if it is expected that the contract work will be performed on a continuous basis for a period in excess of 3 months. The Company will inform the Union of such contract work.
- 2.07 Having due regard to the availability of equipment, engineering, skills, supervision, services and to operating and cost efficiency, the Company shall not contract out work of a duration of 4 weeks or more while there are employees on lay off who have the skill, ability, knowledge and training required to do the work.

An employee recalled for temporary work will not receive notice of further layoff but will return to layoff status at the conclusion of the work assignment and will retain the recall rights that were remaining when he was recalled to the work assignment.

- 2.08 In the event of an unplanned shutdown where employees are required to take more than 40 consecutive hours of vacation, the Company will make reasonable efforts to replace regular crew supplement contractors, providing that:
- The employee has the required skill, ability, knowledge and training to perform the work and;
  - The regular operating crew supplement contractors are performing work in the same community as the employee who is required to take vacation.
  - For the purposes of this clause only, the skilled trades normally working within a community as defined in Schedule A, will be able to displace a trades crew supplement contractor within that community

It is understood that such a placement will only occur after the 40 consecutive hours of vacation has been taken.

### **Article 3 - Management**

- 3.01 The Union recognizes the Company's exclusive right and responsibility to manage the enterprise in a safe, efficient and productive manner. In fulfilling this function the company will, among other things, manage the operation and direct the workforce including, but not limited to the right to direct, plan, and

control operations, and to schedule working hours and the right to hire, promote, demote, layoff, classify, transfer, discipline, suspend, or discharge employees, make, alter, amend and enforce reasonable rules of conduct and procedures for employees, to be the judge of qualifications of the employees, and the right to introduce new and improved methods or facilities and to manage the plant exclusively, subject to the express provisions of this Agreement. It is understood that discipline of a non-probationary employee shall be for just cause.

- 3.02 Nothing contained in this Agreement shall be deemed to obligate the Company to continue to operate any of its plants or properties or any part thereof.

## **Article 4 - Union Security/Representation**

### **Union Security**

- 4.01 Upon the request of the Union, the Company agrees to deduct bi-weekly from the pay of each employee in the bargaining unit such Union dues, or an amount equivalent to regular dues, fees, and assessments as prescribed by the Constitution of the Union.
- 4.02 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary by the end of the third week in the following month for which the dues were deducted with a list of names and the amount of each deduction including those for which no dues were deducted.
- 4.03 The Company will also supply the union committee with the following information monthly and send a copy to the local union office:
1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
  2. Employee's number and their hourly rate and classification.
  3. The number of hours worked in the month.
  4. Employees status (i.e. at work, on vacation, short-term disability, LTD, WSIB, retired in the month, any other leave of absence).
  5. Layoffs and recalls in the month they occur.
  6. Employees who have lost their seniority in the month it occurs.
  7. Names, addresses, and postal codes of all employees quarterly.
- 4.04 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.
- 4.05 No person shall be required, as a condition of employment, to become a member of any union or trade union, or any association of employees, and no statements or representations to the contrary shall be made.

- 4.06 The Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

### **Union Representation**

- 4.07 The number of Union stewards shall be limited to 1 Steward for every 30 active employees. The number of Committeepersons shall be limited to four (4) plus a full time Unit Chairperson. The Bargaining Committee will consist of the Committeepersons, Unit Chairperson and Local President. The Company will use its best efforts to place the Committeepersons on similar schedules.
- 4.08 The Union will certify in writing to the Company the names of their Stewards and the Committeepersons including any office they hold with the Union. The Company will not be required to recognize them until so notified.
- 4.09 The Union acknowledges that Stewards, Committeepersons including Union Officers, like other employees, have regular duties to perform on behalf of the Company and all of these shall report to their Supervisor and request permission to leave their job to investigate grievances or to attend any meetings with representatives of the Company, as authorized by the Company, during working hours without loss of regular pay. Permission will not be unreasonably denied.
- 4.10 The Company will pay the regular straight time wages for the Unit Chair at his regular rate of pay. The Unit Chairperson will be permitted reasonable access to areas within the operations for the purpose of attending meetings related to the administration of this agreement upon prior request to and satisfactory arrangements agreed with the Superintendent of the Department. Such agreement shall not be unreasonably withheld. The Unit Chair is expected to make regular contact with the Manager of Human Resources or designate. He is expected to notify the Manager of Human Resources or designate of his planned absence in advance.

Upon termination of this appointment, the employee shall return to his former job if it still exists; or if it no longer exists, a job for which he has the required skill and ability subject to Article 10.09.

- 4.11 The Company will meet once per month (July and August excluded) with the Bargaining Committee and with advance notice, the National Representative, to discuss issues of importance to either party. Issues for discussion must be submitted to the Human Resources Manager at least three (3) working days in advance for inclusion on the agenda.
- 4.12 There shall be no Union activity on the Company's property or on the Company's time except as provided for in this Agreement.

- 4.13 The Company shall provide each new employee with a copy of the collective agreement. The new employee shall also be introduced to the Steward in the area and provided with a period of up to fifteen (15) minutes for discussion.
- 4.14 The Company agrees that during the term of the Collective Agreement, the election of officers of Local 599 may be conducted at locations approved by the Company prior to the commencement of and after the finish of a shift. The Union will notify the Company at least one (1) week in advance.

### **Bulletin Boards**

- 4.15 The Company agrees to provide Bulletin Boards for the purpose of posting official Union information. Notices will be signed and posted only by officers of the Union, and will be in keeping with the spirit and intent of this Agreement. Notices not in keeping with the spirit and intent of this agreement will be removed upon the written request of the Company.
- 4.16 One (1) bulletin board shall be located in each of the following areas:
1. Copper Smelter
  2. Copper Refinery
  3. Zinc
  4. Mill
  5. Shops
  6. Warehouse
  7. Gatehouse

## **Article 5 - Discrimination & Harassment**

- 5.01 The Company and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap nor by reason of union membership or activity or non-membership in any lawful union. In the application of the above the limitations set out in the Ontario Human Rights Code will apply.
- 5.02 Where the term "spouse" is used in this Agreement, it shall also mean same-sex spouse including, but not limited to benefits.

## **Article 6 - Grievance Procedure**

- 6.01 An earnest effort shall be made without undue delay to settle any complaint, which may arise between the Company and the Union or an employee with



respect to interpretation, application or alleged violation of this Collective Agreement in the following manner.

### **Complaint Stage**

6.02 It is understood that an employee has no grievance until he has first given his immediate Supervisor an opportunity to resolve the complaint. If an employee (or employees) has a complaint he shall present it verbally to his immediate Supervisor within seven (7) working days after the incident giving rise to the complaint occurred, or has or ought to have come to the attention of the employee(s) concerned. If the complaint is not settled to the satisfaction of the employee (or employees) within three (3) working days the employee may request a further meeting with his Supervisor at which meeting he will be accompanied by his Steward and if within a further three (3) working days there is no resolution then the following grievance procedure will apply:

### **Stage 1**

6.03 Within five (5) working days from the time an answer was given or should have been given, if none was given in Article 6.02, the employee (or employees), together with the Steward, shall present such grievance to the Superintendent or designate in writing, on an approved form and shall include the name of the aggrieved employee, his employee number, department and the signature(s) of the aggrieved employee and the steward. The union shall identify the applicable Article(s) of the Collective Agreement allegedly violated, the date of the incident, the nature of the grievance, the specific redress sought and the date and time the grievance was submitted. If mutually agreed, a meeting will be held between the employee and a union representative and the Company. The answer of the Superintendent or designate shall be given in writing to the Committeeperson within seven (7) working days of receipt of the grievance.

6.04 The parties recognize the importance of full discussion and shall make every effort to settle the complaint/grievance at Stage One. It is understood by both parties that any resolution of a grievance/complaint at the Complaint Stage or Stage One shall not establish a precedent for future cases and shall not be relied on by either party in the handling of any other matter.

### **Stage 2**

6.05 Within ten (10) days from the time when the decision at Stage One has been or should have been given, the Union may give notice in writing requesting further consideration of the matter to the Department Manager or other designated management representative. The written representations presented at Stage One shall be presented at Stage Two. The Department Manager may, if he so desires, be accompanied by up to two (2) other officials of the Company. The Union will be represented by a maximum of three (3) union officials at this meeting. The employee(s) making the

complaint and/or the Supervisor involved shall be present at this meeting if the Company or the Union so requests.

- 6.06 The Stage Two meeting will be held within ten (10) days from the date upon which a written notice of the matter as above set forth is given by the Union to the Department Manager or designate. The management representative shall give his decision in writing on behalf of the Company to the Chairperson within seven (7) days after such meeting. Failing a settlement, the grievance may be submitted to arbitration according to the provisions of Article 7.01.
- 6.07 For the purpose of this article a working day shall mean the grievor's regularly scheduled shifts.
- 6.08 Each step to be taken under the procedure set forth in this Article and Article 7 (including the arbitration notice) shall be taken within the limit set forth or the matter shall be deemed to have been abandoned. Any and all time limits fixed by this article for the taking of action by either party may at any time be extended by agreement in writing, signed by the designated representative of the Company and a representative of the Union. Extensions for up to two (2) weeks will not be unreasonably withheld for employees who are absent due to illness or vacation. If such extension is requested by the Union in a grievance involving continuing financial liability on the part of the Company, the period of time covered by such extension shall not be counted in determining financial liability.

### **Suspension or Discharge**

- 6.09 If a suspended or discharged employee believes that the suspension or discharge is in violation of the provisions of this agreement, the matter may be presented in writing as a grievance at Stage Two within seven (7) days after such suspension or discharge.
- 6.10 If an employee believes that he has been laid off or recalled in violation of the provisions of this agreement, the matter may be presented in writing as a grievance at Stage Two within seven (7) days after such layoff or within seven (7) days after the employee becomes aware or ought reasonably to have become aware of the recall.

### **Policy Grievance**

- 6.11 Any difference arising directly between the Company and the Union as to the interpretation, application, administration or alleged violation of this Agreement, may be submitted in writing by either of such parties to the other requesting a meeting to discuss the difference. Such meeting between the officers of the Union (not more than three (3)) and representatives of the Company (not more than three (3)) shall be held at a mutually acceptable time within twenty-one (21) days after receipt of such submission. If the parties are unable to settle such a difference within 14 days from such

meeting then the party to whom the said notice was delivered shall reply in writing to such difference within 21 days from such meeting.

### **Limitation on Retroactive Effect of Grievance or Arbitration Decision**

6.12 Notwithstanding any other Section or Sub-section of this Article, in the event that it should be decided through the Grievance Procedure, including Arbitration, that an employee has failed to receive the rate of pay to which he is properly entitled under the provisions of this Agreement, respecting the application of seniority or rates of pay, such financial liability shall not extend beyond a period of fifteen (15) working days preceding the date on which the Supervisor or designate at Complaint Stage heard the complaint, or, in the case of an improper lay-off, failure to recall, or a policy grievance, beyond a period of fifteen (15) working days preceding the date on which the Department Manager received the written grievance at Stage Two.

### **Group Grievance**

6.13 In the event that two or more employees have grievances relating to the interpretation, application or administration or alleged violations of the provisions of this Agreement which are sufficiently common in nature that they may be conveniently dealt with together, the Company and the Union may mutually agree to designate these grievances as a Group Grievance. A grievance involving two or more employees shall be presented by not more than one of the employees in the group concerned.

## **Article 7 - Arbitration**

7.01 Within fifteen (15) days from the completion of Stage Two of the Grievance Procedure or the decision of the Company as provided for in Section 6.11 or alternatively, within the time limits for expedited arbitration under the Ontario Labour Relations Act, either party must inform the other party in writing of its intent to submit to arbitration an unsettled grievance relating to the interpretation, application, administration or alleged violation of this agreement including any question as to whether the matter is arbitrable.

7.02 Upon the receipt of such written request for Arbitration, the Company and the Union shall attempt to agree on a Submission to the Arbitrator, signed by both parties and setting forth the issues and the specific Article(s), Section(s) and Sub-section(s) in dispute.

7.03 It is agreed that disputes, which are carried to the Arbitration Stage, shall be heard before a single arbitrator. The Company and the Union, having expressed confidence in the ability of the under-mentioned persons, agree that they shall be called to arbitrate on a rotation basis and in order of their listing:

G. Charney  
H. D. Brown  
Gail Brent  
W. Rayner  
Bob Howe  
S.Tacon

- 7.04 Where one party refers a grievance to arbitration in accordance with this Article, that party will have one calendar month to inquire regarding the availability of the arbitrator, and to make mutually satisfactory arrangements between the parties for the date of the hearing.

If the Arbitrator, whose turn is indicated, cannot act within sixty (60) days, the succeeding names will be approached in order until an Arbitrator is reached who can sit within sixty (60) days.

Whenever a party has referred a matter to arbitration and then fails to make satisfactory arrangements as outlined above, the matter shall be deemed to have been abandoned, unless the sole reason that the grievance has not been scheduled is the unavailability of the other party to attend the hearing within a 6 month period. By mutual agreement, these dates can be extended.

It is anticipated that the Arbitrator will submit the award within sixty (60) days from the date of hearing.

- 7.05 In any arbitration the written representations for the employee (or employees) made at Stage One and the decision of the Company at Stage Two of the Grievance Procedure or in the case of a difference directly between the Union and the Company, the written representation by the applicant for the arbitration and the reply thereto by the other party shall be presented to the Arbitrator and the award of the Arbitrator shall be confined to determining the issues therein set out.
- 7.06 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty, as in the opinion of the Arbitrator, is just and equitable.
- 7.07 The decision of the Arbitrator shall be final and binding on both parties and his expense shall be borne in equal shares by the Company and the Union.

- 7.08 Arbitrations shall be heard in Timmins, Ontario, or at such other place as mutually agreed to by the parties.
- 7.09 No dispute may be submitted to arbitration, which has not been properly carried through the grievance procedure.
- 7.10 At any stage of the Grievance Procedure, including Arbitration, either party may have the assistance of necessary witnesses. All reasonable arrangements will be made to permit the parties access to the Plant to view the disputed operations.

## **Article 8 - No Strike Or Lockout**

- 8.01 During the term of the agreement neither the Union nor any representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike including a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding or slowdown or other concerted activity on the part of employees designed to restrict or limit output and any employee authorizing, encouraging or participating in such actions shall be subject to discipline up to and including discharge.
- 8.02 The Company shall not cause or direct any lock-out of employees during the term of this agreement.

## **Article 9 - Suspension and Discharge**

- 9.01 A verbal or written notice, which has been in an employee's personnel file for eighteen (18) months, will not be used against him in the administration of discipline provided no other verbal or written notice has been issued for the same or similar offence within that eighteen (18) month period.
- 9.02 In the case of a suspension or dismissal:
- The Company shall discuss with the Union, in advance, the circumstances and the proposed level of discipline.
  - at the meeting to present a disciplinary suspension or a dismissal, an employee may have a union steward present. The union steward will not interfere with the right of the company to properly conduct a disciplinary meeting

- 9.03 An employee with seniority, who has been suspended or discharged, where possible, will be provided with an opportunity to meet with his union steward. An employee will be notified in writing of the grounds for disciplinary suspension or discharge, and a copy of such notification will be given to the Union.
- 9.04 Where the employee with seniority is not on company premises, a registered letter will be sent to the employee with notification of the suspension or discharge. The Union will receive a copy of this letter.
- 9.05 Failure to notify the Union shall not be construed as nullifying such discharge or discipline.

## **Article 10 - Seniority**

### **Seniority – General**

- 10.01 "Seniority" where used in this Agreement, shall mean the relative status of the persons in the bargaining unit employed by the Company in accordance with the length of continuous (i.e. unbroken) service since the date of last hiring as shown on Company records, subject to the corrections of errors or omissions; and for the purposes of this Agreement, seniority shall not be broken off by a lay-off, sickness or accident, unless and until seniority is lost as hereinafter provided. For employees hired prior to date of ratification their seniority will be as shown on the seniority list provided by the Company on the date of ratification.
- 10.02 In the event more than one employee has the same seniority date, the employee with the lower payroll number will have the highest seniority standing.
- 10.03 An employee shall attain seniority status under this Agreement on completion of six hundred (600) hours worked with the Company and shall thereupon have his seniority dated from the beginning of the probationary period. Upon the mutual agreement of the Company and Union the probationary period of an employee may be extended, by an additional four hundred (400) hours worked.
- 10.04 Prior to the expiration of this probationary period, an employee shall be considered probationary. There shall be no requirement on the part of the Company to re-employ probationary employees who are laid off or discharged. The discharge or laying off of a probationary employee shall not be made the subject of a grievance under this Agreement. If a probationary employee is discharged, the Company will discuss the case with the Unit Chair at his request.

- 10.05 An employee must complete his probationary period within a period of twelve (12) consecutive months. In such cases, where service is not continuous from the date of first hiring, the seniority date thus acquired shall be established as the day, fifteen weeks (15) prior to the date on which his probationary period is completed, or twenty-five (25) weeks if the probationary period was extended.
- 10.06 All employees' names will appear on a seniority list as of their seniority date, and the list will be revised every three (3) months and posted on plant notice boards. Two copies of such list will be given to the Union Chairperson.
- 10.07 Seniority shall be lost and employment terminated if an employee:
- (i) voluntarily quits the employ of the Company; or,
  - (ii) is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure; or,
  - (iii) is absent from work, or over stays a leave of absence, more than three (3) consecutive shifts without furnishing to the Company, either by phone or letter, a satisfactory explanation for such absence, unless it can be established, to the satisfaction of the Company, that he was prevented from notifying the Company for reasons beyond his control; or,
  - (iv) retires; or,
  - (v) is absent from work for a continuous period of more than two (2) years or a period equal to his length of service, whichever is the lesser, for any reason other than leave of absence granted by the Company in advance, an injury for which he continues to draw Workers' Compensation benefits, or an illness for which he continues to draw Long Term Disability benefits; or,
  - (vi) is laid off by the Company for lack of work for a period of more than twelve (12) months in the case of an employee having less than ten (10) years; or for twenty four (24) months in the case of an employee having ten (10) or more years of seniority; or,
  - (vii) If an employee fails to report for work in accordance with a notice of recall, or within seven (7) days after registered mailing of such notice, which ever is later.

- 10.08 (a) Seniority will continue to accumulate during absence from employment in the Kidd Metallurgical Division because of transfer to some other plant or operation of the Falconbridge group of companies, or other employment with the Company in the Kidd Metallurgical Division outside the bargaining unit, from which plant or operation or other employment the employee returns to employment within the bargaining unit.
- (b) An individual who enters or re-enters the bargaining unit from a position outside of the bargaining unit shall 1) return to the same job he held when he left, or if it no longer exists, a comparable job or 2) be placed in a vacancy. A person entering or re-entering the bargaining unit will not displace a person with greater seniority.

**Promotion, Demotion, Transfer**

10.09 In all cases of promotion, demotion or transfer of employees, including temporary vacancies of a duration of 6 months or more, except to or in categories outside the bargaining unit, the Company shall consider the following two factors:

- (i) Seniority
- (ii) The requirements and efficiency of the operations, the skill, ability and work record of the employee(s) to do the job(s), the job rotation and/or line of progression

When, in the judgment of the Company, factor (ii) is relatively equal for jobs with a job code 5 or above, seniority shall govern. When, in the judgment of the Company, two (2) or more employees are capable of meeting the standard established for factor (ii), in a job which is job code 4 or less, the employee(s) with the greatest seniority shall be selected. The Company will establish prerequisite qualifications and/or testing to assist in determining the relative skill and ability of the employees. However, an employee will not be demoted solely on the basis of testing.

For the purpose of this clause work record shall mean attendance and disciplinary record insofar as these are relevant to the requirements of the job.

An employee who fills a temporary vacancy in accordance with this Article, will be returned to the permanent job from which he came upon completion of the temporary assignment, providing that this previous permanent job still exists.



10.10 When a vacancy occurs:

- (i) in a job outside a line of progression; or,
- (ii) after normal movement has taken place within a line of progression; or,
- (iii) when a new job outside a current line of progression is created within the bargaining unit,

The Company agrees to post such vacancy or job on all Company Bulletin Boards for a period of fifteen (15) days.

10.11 For the purpose of accommodating an injured, ill or disabled employee(s), the Company, after advising the Union, may place an employee(s) directly into a position of its' choosing in keeping with Article 12, without posting.

10.12 When a new job is created by combining significant elements of two or more current jobs, resulting in the elimination of one or more jobs, the selection will be from among those employees in the original jobs based on the criteria in 10.09 provided there are sufficient employees with the required prerequisites. This section (10.12) does not apply in the case of technological change as outlined in Article 21.

10.13 The original vacancy and one subsequent vacancy will be posted.

10.14 The Company will not be required to post jobs or move employees through the line of progression while there are employee(s) on lay-off with recall rights.

10.15 If at the conclusion of the fifteen (15) day period, no applications have been received from qualified employees in the bargaining unit, the Company may fill the vacancy from a source of its own choosing.

10.16 Qualified applicants on a job posting will be kept on file for a period of three (3) months from the time of the posting. While there are qualified applicants from a previous posting on file for a job the Company is not required to post any additional vacancy for those jobs.

### **Special Training**

10.17 The Company may designate certain jobs from time to time as development "positions" which will be filled at the discretion of the Company without posting. Development jobs will usually be those which the Company wants employees to fill to determine whether or not the employee may be capable of further progression.

10.18 The Company may, from time to time, as the need arises, designate in writing to the Union, certain persons, from within or outside the bargaining unit, who are to be given special training or experiences, which may include bargaining

unit work, in preparing them or trying out their capabilities for other or broader assignment with the Company. Such individuals, while so employed, shall be excluded from the bargaining unit.

### **Lay-Off And/Or A Permanent Reduction In The Number Of Employees In A Job Classification**

10.19 In the event of a layoff for a period in excess of thirteen (13) weeks the Company agrees to give notice as required by the Employment Standards Act.

10.20 In all cases of layoff in excess of eight (8) weeks, and / or where a permanent reduction in the number of employees in a job classification is required the following steps will apply in determining the movement and layoff of employees:

Step 1 Within the job classification in which the surplus is declared the reduction will be made based upon seniority provided the remaining employees have the skill and abilities to meet the requirements of the job.

Step 2 Once the employee(s) has been determined, movement will occur down the line of progression affected.

No employee who would be displaced to a position in code 4 and above, will fall lower than the next lower job classification in the line of progression for which he has the skill and ability to perform the job provided there are employees occupying that job classification.

Employees in the line of progression from job codes 3 and below will be considered as one group for the purposes of bumping and the reductions will be based on seniority.

Step 3 An employee displaced from his own line of progression in accordance with Step 2, will be placed in another job classification within his own Community using one of the following methods:

- (i) displace the least senior employee restricted to pay codes 1, 2 and 3 provided he has the seniority and physical ability to do the job; or,
- (ii) at the discretion of the Company, be placed in a vacancy.

If he cannot be placed in another job classification within his own Community, he will be placed in another job classification in another Community using the process outlined in items (i) or (ii) above.

Step 4 If at the end of this process, an employee is not able to avoid a layoff, he may bump a junior employee with a higher job code (up to code 4)

in a job classification he previously held within the last 2 years. He shall be protected from being bumped by an employee with a higher job code and less seniority for a period of one year.

Note: For purposes of protection from displacement within this Article only, an employee shall be considered to retain their previous pay code for a period of two (2) years from the date of their initial displacement.

### **Recall**

10.21 In the event of a recall for a period in excess of four (4) weeks, the Company will select the most senior employee with the skill and ability to perform the available work unless it is expected that the senior employee will be recalled to his regular job within six (6) weeks. The Company shall notify the employee at the last address of such employee on record with the Company.

### **Severance Pay**

10.22 In the event of a permanent layoff, severance pay for a laid off employee who elects to receive severance pay and forfeit his recall rights shall be calculated based on a factor of \$1,000 for every full year of continuous employment with the Company, with a minimum payment of \$4,000 and a maximum payment of \$30,000. Severance pay shall include any entitlement of an employee under the Employment Standards Act of Ontario and applicable regulations.

An employee who elects to retain his recall rights and subsequently becomes eligible for severance pay, will be eligible for the amount of severance pay prescribed under the Employment Standards Act.

An employee, upon receipt of severance pay shall lose his right to recall and shall be presumed to no longer have any seniority with the Company or be deemed to be an employee of the Company. Severance pay will not be paid to any employee who is terminated for just cause, or who leaves the employ of the Company prior to the effective date of his layoff.

## **Article 11 - Health And Safety**

11.01 The Company agrees to make every reasonable effort to provide and maintain a safe and healthy work environment as established by acceptable industry standards, and in compliance with the Occupational Health and Safety Act and its regulations.

11.02 The Union agrees to assist the Company in maintaining a safe and healthy work environment.

- 11.03 Employees are responsible for complying with the Occupational Health and Safety Act and its Regulations and have a role to play in ensuring safety targets and objectives are met. Safe working practices must be observed by the employees. Appropriate personal protective equipment, as required by the Company or law, must be worn by employees in designated areas.
- 11.04 The Union shall appoint an employee as a full-time Worker Health and Safety Representative. The Company shall pay such employee Job Code 6. His normal hours of work will be dayshift, Monday to Friday. He will have access to the workplace on other shifts. The Worker Health and Safety Representative will report to and be responsible to the Joint Occupational Health and Safety Committee, and for administrative purposes will work closely with the Manager of Occupational Health, Safety, and Environment.
- 11.05 Upon termination of this appointment, the employee shall return to his former job if it still exists; or, if it no longer exists, a job for which he has the required skill and ability subject to Article 10.09.

### **Safety Committees**

- 11.06 The Joint Health and Safety Committee shall be established for the Division, which shall be composed of five (5) employees chosen by the Union and five (5) members chosen by the Company. Area Health and Safety Committees shall report to the Joint Health and Safety Committee. Crew level Health and Safety Committees shall report to the Area Health and Safety Committees.
- 11.07 A Health and Safety Committee structure as outlined in Schedule "D" shall be maintained unless the Company and Union mutually agree to a change in the crew committee structure.
- 11.08 Two co-chairpersons shall be selected from the members of the Joint Occupational Health and Safety Committee. The Union co-chairperson shall be the full time Worker Health and Safety Representative. The other shall be selected from the Company representatives.

### **Personal Protective Equipment**

- 11.09 The Company will continue to subsidize employee purchases of safety boots (leather and rubber) and clothing in the amounts currently in effect.
- 11.10 Other basic personal protective equipment will be provided in a managed/controlled fashion at no cost to the employee (e.g. Safety hats, non-prescription Safety glasses, and gloves). In addition, the Company will cover the cost of specialized protective equipment for specific areas of the operation where such protection is required.

Worn out personal protective equipment must be returned for replacement.

### **Injury On The Job**

11.11 An employee who is injured during working hours, and who is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his regular rate of pay. Such employee shall be provided with transportation to his doctor's office or hospital, and to his home.

### **Article 12 - Absences**

12.01 The Company will grant leave of absence without pay to employees for reasons satisfactory to the Company, for reasonable periods of time, subject to the requirements of the operation. It is expected, under normal circumstances, all annual vacation and personal floaters will have been used.

12.02 Requests must be made in writing to the Department Manager at least seven (7) days in advance, except in the case of an emergency, and approval from the Company must be in writing.

12.03 For leaves in excess of thirty (30) calendar days the employee must pay in advance the contributory portions of any benefit plan.

12.04 The Company will grant a leave of absence without pay to members of the Union to attend to union business, including educational leaves, outside the plant subject to the following conditions:

- (i) That not more than 1% of the active members in the bargaining unit, excluding those on educational leave (maximum 2), be on such leave during any day.
- (ii) That the Union give at least one (1) week written notice in advance.
- (iii) That such leave will not exceed two (2) weeks for any individual employee on any one (1) occasion.
- (iv) Subject to the requirements of the operation.

12.05 Any employee of the Company elected or appointed to a full-time position in the local union or National Union (CAW) will be granted a leave of absence by the company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.

12.06 The Bargaining Committee, or anyone on an approved Union Leave of Absence, shall continue to accrue seniority for the purpose of vacation and benefits. During such period the Company will pay the employee's regular wages and the Union will reimburse the Company for all such wages paid.

### **Reporting Absences**

12.07 An employee who is unable to report for work, for whatever reason, will notify their Supervisor or designate at least one (1) hour before the beginning of the shift. Acknowledgment by their Supervisor or designate of the absence does not mean permission has been granted.

### **Return To Work After Illness Or Accident**

12.08 An employee, who is ready to return to work, after an absence due to illness or injury in excess of three (3) working days, must receive proper medical clearance before they will be permitted to return to work. Nothing contained in this article shall preclude the Company from requiring an employee to provide reasonable medical documentation for an absence of any duration.

12.09 An employee who has been absent for a period of two (2) years or less and is ready to return to work without medical restriction, upon medical clearance acceptable to the Company, will be returned to his regular job prior to the absence provided that his job still exists. If at the time of his return to work, his regular job no longer exists, he may exercise his seniority rights as per Article 10. An employee cleared to return to work, without medical restriction, after an absence in excess of two (2) years, will be returned to his regular job or, at the discretion of the Company, a job for which he has the required skill and ability.

12.10 Any employee who becomes disabled will be accommodated, where possible and after clearance from the Company's Medical Department, in his department or, failing his department, another department in the Company in a job he is able to perform without regard to the seniority provisions of this Collective Agreement except that such employee may not displace an employee with greater seniority. In the case of a workforce reduction, an employee who has been accommodated shall not be excluded from being bumped as per Article 10.

12.11 No provision in this Article or any other Article will limit any right of a disabled employee as defined by the Ontario Human Rights Commission.

### **Article 13 - Bereavement Leave**

13.01 Up to three (3) working days (maximum twenty-four (24) hours) of leave with pay to attend the funeral, taken any time from the date of the death through to and including the day after the funeral, will be granted in the event of the death of an employee's spouse, child, parents, step children and step parents, parents-in-law, brother, sister, guardian, grandparents or grandchild.

- 13.02 The Company may grant time off with pay in special situations not covered by the above. This must be approved in advance.
- 13.03 Additional time off to attend a funeral or to make funeral arrangements must be taken as excused leave of absence or as part of vacation time. Bereavement leave will not be included in the calculation of overtime.
- 13.04 To be eligible for such pay, the employee must have attained seniority status as defined in Article 10.03 or 10.05, and must have been scheduled to work on the applicable day(s).
- 13.05 When requested by the Company, the employee will furnish satisfactory proof of death of the member of his immediate family as defined in 13.01 above.

## **Article 14 - Jury Duty**

- 14.01 An employee who has obtained seniority, who is called for jury duty, including coroner's juries or subpoenaed as a witness, other than in his own court actions or as defendant to charges brought against him, will receive, for each day of absence from work resulting, the difference between pay lost, computed at regular hours lost times his regular hourly rate, and the amount of jury or witness fee received, provided that he furnishes the Company with a certificate of service, showing attendance and the amount of jury or witness fee to be received. The Company will continue to pay the employee his regular wages and make the adjustment upon his return to work. An employee so called must notify the Company as soon as possible after he receives his notice to serve or appear.

## **Article 15 - Pregnancy And Parental Leave**

- 15.01 Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act, and subject to the following provisions:
- 15.02 An employee requesting pregnancy leave must have at least thirteen (13) weeks of service. The request for leave must be made at least two weeks prior to the start of the leave and must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth.
- 15.03 Pregnancy leave shall be seventeen (17) weeks in duration and can commence no earlier than seventeen (17) weeks prior to the expected birth

date. An employee may request a shorter leave by advising the Company four (4) weeks in advance of the planned return to work date.

15.04 Parental leave shall be granted as follows:

Applicable to an employee who has qualified for pregnancy leave in the circumstances of a live birth or an employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of parental leave and:

- (a) who is in a relationship of some permanence with a parent of a child who has come into the employee's care, custody and control for the first time and who the employee intends to treat as a child of his/her own, or
- (b) who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.

15.05 An employee who has taken Pregnancy Leave and wishes to take Parental Leave, must begin her Parental Leave when the Pregnancy Leave ends unless the child has not yet come into her custody or control for the first time. Parental Leave will end thirty five (35) weeks after it began or at such shorter time as requested by the employee providing four (4) weeks written notice is given.

An employee who has not taken Pregnancy Leave and wishes to take Parental Leave, may begin the Parental Leave no more than fifty-two (52) weeks after the day the child is born or first comes into the care of the parent. Parental Leave will end thirty seven (37) weeks after it began or at such shorter time as requested by the employee providing four (4) weeks written notice is given.

In either case, two (2) weeks written notice prior to commencing this leave is required.

15.06 Employees on pregnancy or parental leave will continue to accrue seniority during the period of the pregnancy or parental leave.

15.07 Employees on pregnancy or parental leave will continue to participate in the benefit plan. Arrangements must be made in advance of commencing the leave for the payment of the employee's share of any of the benefits.

15.08 Following the pregnancy or parental leave the employee will be reinstated to his or her former position if it still exists or to a comparable position if it no longer exists.



## **Article 16 - Hours Of Work**

16.01 There shall be normal daily hours of work of eight (8), ten (10) or twelve (12). The normal hours of work per week shall be 40 hours (84 hours per two week period for employees on a continuous shift operation). The workweek begins Sunday with the commencement of the regularly scheduled day shift.

16.02 The start time for the eight (8), ten (10) and twelve (12) hour shift schedules will be as follows:

eight (8) hour shifts	- 8:00 AM
ten (10) hour shifts	- various
twelve (12) hour shifts	- 7:00 AM & 7:00 PM

It being understood that the above start times are only general guidelines and subject to the requirements of the business. In the event that the Company changes the normal start times for a crew(s), the affected employees will be given a minimum of seven (7) days notice.

16.03 Under normal circumstances, the Company will provide an employee with seven (7) days notice in advance of a change in crew assignment.

16.04 Employees have a one half hour non-paid lunch period unless they are scheduled on a continuous shift operation, in which case they shall have a one half hour paid lunch period (2 half hour paid lunch periods in the case of employees on a 12 hour shift). During an employee's paid lunch period he shall continue all necessary supervision of machinery and maintenance of service.

16.05 The Company does not guarantee to provide work to any employee for the regularly assigned hours or for any other hours.

16.06 Employees on a continuous operation may not leave their assignment until they are relieved by another employee or granted permission by the Supervisor. Employees on a twelve (12) hour shift will not be required to stay beyond two (2) hours beyond the end of their shift.

16.07 Employees will be permitted two (2) ten (10) minute breaks per regular shift.

## **Article 17 - Overtime**

- 17.01 "Overtime" shall mean time worked in the periods shown below and shall be paid for as shown.
- 17.02 An employee will be paid one and one half (1.5) times their regular hourly rate for all authorized hours or part thereof worked in excess of forty (40) hours per week or in excess of their normal daily hours in a work day or as provided for in Schedule "C".
- 17.03 In computing overtime pay under the provisions listed above, no time shall be taken into account more than once.
- 17.04 The Company and the Union recognize that overtime is vital to the meeting of the needs of the business and the requirements of the operation. As such, all employees shall be available for overtime.
- 17.05 Where overtime is necessary the Company will make every effort to see that such overtime will be distributed on a fair and equitable basis among those employees who normally perform the work within the department. Records will be maintained and posted regularly by crew. Should an employee grieve the unfair distribution of overtime and the grievance is found to have merit, the remedy will be the offer of a future overtime opportunity.
- 17.06 Any new employee shall be credited with the average number of hours in the crew to which he is assigned.
- 17.07 Any employee who changes classification and/or crew shall be credited with the average number of hours in the classification to which he enters.

### **On Call**

- 17.08 The Company may schedule employees for "on call" coverage to meet the requirements of the operation. The on-call board is intended for use in the case of unscheduled absences which impact on the safe, continued operation of the plants.

Employees who have been so scheduled will be available per the "on call" arrangement within their work area. The schedule will be posted in advance and employees will have the opportunity to volunteer to switch on-calls or replace other employees on the list. All changes must be approved in advance by the first line supervisor. Once an employee switches on-calls and agrees to replace another employee, he is considered the scheduled on-call employee and must honour this on-call commitment.

An employee must not volunteer to switch on-calls or replace another employee if his total hours of work for the week would exceed 60 hours, including regular shifts worked, overtime hours and on-call obligations.

## **Article 18 - Wages**

- 18.01 The Schedule of Job Classifications and Wage Rates herein referred to as the Wage Schedule and hereto attached as Schedule "A" and forming part of this agreement shall be in effect from October 1, 2005, throughout the life of this agreement, subject at all times to additions and/or modifications to job classifications by the Company from time to time to provide for changes in methods in the Company's operations or new or modified jobs. The Company agrees to discuss with the Union any new job classification and rate.
- 18.02 When an employee is permanently transferred to another job classification and reclassified, then commencing with the start of the next shift, such employee will be paid at the applicable rate. Where the Company initiated a transfer to a lower rated job, for other than disciplinary reasons, his original rate will be maintained for a period of six (6) months.
- 18.03 An employee temporarily transferred will be paid the higher of his own rate or the starting rate for the job to which he has been transferred. The temporary rate will not be used in the calculation of any employee benefit except for vacation, and overtime subject to Article 20.08.
- 18.04 Except when due to circumstances over which the Company has no control and subject to the terms and conditions of this Agreement, an employee upon reporting for work at the regular starting time of his shift when his regular work is not available, will be credited four (4) hours pay at his regular rate of pay unless he had been notified by the Company not to report for work, it being understood that if such employee's regular work is not available such employee will perform any alternative work as requested by the Company. Only time actually worked will be considered in the calculation of overtime premiums.

### **Call Out Compensation**

- 18.05 An employee called out to work outside his regular working hours, shall be paid for the number of hours worked at the employee's overtime rate, or at the overtime rate applicable to the job which the employee is called out to perform, or a minimum of four hours at the employee's regular rate of pay, whichever is the greater subject to Article 18.06.
- 18.06 Should a call out extend into the employee's scheduled shift, the employee will be paid at the overtime rate for the call out period and the regular rate of pay for the time worked during their scheduled shift.

18.07 Pay day shall be bi-weekly on Thursday in the AM unless there is a Paid Holiday earlier in the week in which case the pay day will be Friday. A list of pay dates shall be published annually.

**Cost-of-Living Allowance**

18.08 Effective October 1, 2007 and thereafter during the life of this Agreement, each employee shall receive a cost-of-living allowance (COLA) as set forth in this Article.

The amount of the cost-of-living adjustment shall be determined in accordance with changes in the Consumer Price Index base 1986 = 100 (CPI).

The COLA shall be computed using the CPI for October 2007 as the base CPI. The first COLA will use the difference between the base CPI and the first Comparison Month, which will be the month of January 2008.

The first COLA is payable in February 2008 on the first pay period beginning after the publication of the CPI for the month of January 2008. Subsequent COLA payments will be according to the following schedule using the following Comparison Periods:

Adjustment Dates on the first pay period on or after publication of the CPI for:	Comparison Periods use the CPI for:
April 2008	January 2008 – April 2008
July 2008	April 2008 – July 2008

A one (1) cent adjustment shall become payable for each 0.084 change in the CPI. The COLA will not form part of the base wage but will be calculated as a float and paid in addition to the base wage. A decline in the CPI will reduce the float but will not affect the base wage for each hour worked at regular rates.

The continuance of the Allowance shall depend upon the availability of the Index calculated on its present basis and in its present form. In the event the Index is not so available the parties shall mutually agree to an alternative equitable arrangement.

## Article 19 - Paid Holidays

19.01 An employee shall be paid for the day designated by the Company for the observance of each of the following paid holidays:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

at the employee's base rate of pay for the regular number of hours (maximum eight (8) hours) such employee would have worked on such day but for it being a holiday, provided that such employee works his regular shift on the working day immediately preceding and on the working day immediately following such day designated.

19.02 Payment for such holiday will never-the-less be made if the employee was absent from the shift the working day before or the working day after, but not both days, due to sickness, bereavement leave, jury duty, or approved leave of absences under article 12.01 and 12.04.

19.03 If the designated day of observance of a Paid Holiday falls on a regularly scheduled shift of an employee, the day will be counted as a regular workday for the purpose of calculating overtime. In addition, the employee will be paid at a rate of one and one half (1.5) times his regular rate of pay for each hour worked on the designated day of observance of a Paid Holiday. However, the Company reserves the right to schedule an employee "off" on a designated day of observance of a Paid Holiday.

19.04 If the designated day of observance of a Paid Holiday falls during an employee's regular workweek and the employee is not required to work that day, it will be counted as a regular workday for the purpose of calculating weekly overtime.

19.05 If the designated day of observance of a Paid Holiday falls on an employee's regular day off, at the Company's option the employee may be granted another day off in lieu without pay. If the employee is granted another day in lieu, that day will count for the purpose of calculating weekly overtime.

19.06 In addition to the Paid Holidays listed above, each year all employees with seniority, including those hired prior to July 1 of the year, will be granted two (2) personal floating holidays. Employees hired between July 1 and October 1 of the year will be granted 1 floating holiday.

19.07 Employees must request personal floating holidays, in writing to their Supervisor, at least seven (7) days in advance. Permission will be subject to the requirements of the operations. Personal floating holidays must be taken within the year they are granted and will not be paid out. Employees who have given notice of termination; or who are on Short Term Disability or Long Term Disability benefits; or who are on leave of absence will not be granted personal floating holidays.

## **Article 20 - Vacations**

20.01 Vacations with pay are earned pro-rata during the calendar year, subject to Article 20.06 and 20.07. In no case will the vacation entitlement or vacation pay be less than that required by the Employment Standards Act.

- (i) In the first calendar year (January 1 through December 31) of employment, anyone employed before July 1 will, after four months of continuous service, be eligible for one week (5 working days) of vacation; Employees will be paid a minimum of four (4) percent of their earnings during the calendar year.
- (ii) In the second and third calendar year of employment, two weeks (10 working days) of vacation;
- (iii) In the fourth and fifth calendar year of employment, three weeks (15 workings days) of vacation;
- (iv) Beginning with the sixth calendar year of employment, four weeks (20 working days) of vacation.
- (v) Beginning with the nineteenth calendar year of employment, five weeks (25 working days);
- (vi) Beginning with the twenty-fourth calendar year of employment, six weeks (30 working days).
- (vii) Beginning with the thirtieth calendar year of employment, 7 weeks (35 working days).

20.02 For the purposes of this Article, the term "working days" excludes regular days off and Paid or Personal Floating Holidays.

20.03 Employees are required to take their vacation and no payments will be made to active employees in lieu of taking their vacations except in emergency situations when requested by the Company. An employee, who at the

Company's request is unable to take all of their vacation entitlement, will be paid at their regular rate for the portion forfeited.

- 20.04 Prior to January 31 of the calendar year Management will approve individual vacation requests submitted prior to January 15 of the calendar year according to the requirements of the operation and seniority within the crew.
- 20.05 Vacation entitlements may be split into periods of less than one week on written application by the employee and with approval of the employee's Department Manager or designate.
- 20.06 Annual vacations are earned on the basis of regular scheduled hours worked including vacation and paid holidays (2088 hours in a calendar year) and shall be reduced for employees who work less hours in accordance with Schedule "B".
- 20.07 An employee granted a Leave(s) of Absence for a cumulative total in excess of one (1) month will not earn vacation while on leave and the prorated vacation days lost will be deducted from any vacation due in the current year.
- 20.08 Vacation pay will be at an employee's base rate except when an employee has been working on a temporary basis at a higher rated position for ninety (90) consecutive calendar days or more before the vacation and the employee has been paid the higher rate. In such cases, vacation pay will be at the higher rate.
- 20.09 An employee whose employment terminates for any reason is entitled to be paid for a prorated number of vacations days earned as of the effective date of the termination, less the number of vacation days actually taken. If the vacation days taken by the employee exceed the vacation days earned, an appropriate deduction will be made from the employee's final paycheck (except in the case of death).
- 20.10 In the event that the Company incurs a shutdown (planned or unplanned), of all or part of the operation, employees, other than those required to work during the shutdown, must take their vacation for the current year during the shutdown. Employees required to work during the shutdown will take their vacation either before or after the shutdown. In the event of an unplanned shutdown the Company will consider requests to substitute a leave of absence for vacation in exceptional circumstances on an individual basis. The Company will, as early as possible, advise employees whether or not there will be a scheduled shutdown that year and the planned dates of the shutdown and whether an employee is required to work during the shutdown.

20.11 When possible, employees will be granted two (2) weeks vacation during the period June 1 to September 15. Vacation dates may be changed by the Company in cases where it considers it necessary for efficient operation.

## **Article 21 - Technological Change**

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

21.02 For the purpose of this agreement, "technological change" shall mean the introduction of new equipment, the automation of equipment, the mechanization or automation of operations, or the replacement of equipment or machinery, which directly results in the displacement of an employee from his/her regular job.

21.03 The displacement of an employee from his/her regular job will not be considered to have resulted from a technological change if such displacement is caused by depressed business conditions, shortage of raw materials or breakdown.

### **Prior Notice**

21.04 Where possible, the Company shall notify the union in writing at least ninety (90) days in advance of the proposed technological change and the notice shall indicate the nature of the change, the expected date on which the change will take place and the expected number of employees affected by the technological change.

### **Company-Union Meetings**

21.05 Company and Union representatives (not to exceed three) will meet, at the request of either party, to discuss the probable effects of the technological change on the employees involved.

21.06 All reasonable efforts shall be made to train the displaced employees for positions which are created as a result of a technological change. Opportunities for training to newly created positions shall be offered to eligible employees on the basis of the criteria outlined in Article 10.09.

21.07 Nothing in this Article shall be construed to mean that the Company has an obligation to train employees that do not have the required prerequisites as per Article 10, or, for jobs which do not exist or, to maintain employees on its' payroll beyond those actually required to perform the available work.



## **Article 22 - Substance Abuse**

22.01 The Union and the Company jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and management representatives alike to recognize and deal constructively with such problems as they arise.

## **Article 23 - Skilled Trades and Apprentices**

- 23.01 (a) The purpose of this article is to define the terms “tradesperson” and “apprentice” and to set out rules and procedures applicable to them.
- (b) Effective the date of ratification of this Agreement, Skilled Trades refers to an employee in one of the following trades:
- (i) General Machinist
  - (ii) Electrician (Industrial)
  - (iii) Industrial Mechanic – Millwright
  - (iv) Plumber (Maintenance)
  - (v) Instrumentation Technician
  - (vi) Brick Layer / Mason
  - (vii) Heavy Duty Equipment Mechanic
  - (viii) Welder / Fitter
  - (ix) Gasfitter

In addition, the Company recognizes the following cross-trades:

- (x) MMT – Industrial Mechanical - Millwright / Electrical (Industrial)
- (xi) MMT – Electrical (Industrial) / Instrumentation
- (xii) MMT – Instrumentation / Electrical (Industrial)
- (xiii) MMT – Electrical (Industrial) / Industrial Mechanic – Millwright

From time to time the Company may modify the above lists to reflect the requirements of the operation.

- 23.02 The Skilled Trades covered by this Agreement are those for which an employee has completed a bona fide apprenticeship and meets the Company's standards.
- 23.03 During a period of authorized leave while the apprentice is in required attendance at a college or trade school the Company will pay him the difference between his current wage rate and allowances from government sources for which he is eligible. Such payment will be made by Company cheque within 2 weeks of notification of allowances from government sources for which he is eligible has been received. Any overpayment received by the employee under this clause will be repaid by the employee from next pay following the discovery of the overpayment.
- 23.04 The rate of pay for an apprentice will be as follows:  
1st 1,000 hours - not less than 65% of the journeymen's wage rate.  
2nd 1,000 hours - not less than 70% of the journeymen's wage rate.  
3rd 1,000 hours - not less than 75% of the journeymen's wage rate.  
4th 1,000 hours - not less than 80% of the journeymen's wage rate.  
5th 1,000 hours - not less than 85% of the journeymen's wage rate.  
6th 1,000 hours - not less than 90% of the journeymen's wage rate.  
7th 1,000 hours - not less than 95% of the journeymen's wage rate.  
8th 1,000 hours - not less than 95% of the journeymen's wage rate.
- 23.05 A tradesperson is someone who:  
(i) Has successfully completed a bona fide apprenticeship and meets Company standards; or,  
(ii) Holds a recognized CAW tradesperson's card in the trade in which he claims recognition and meets Company standards.
- 23.06 "Apprentice" shall mean a person who is engaged in learning and working in the trade to which they are indentured and who is covered by the Agreement of Apprenticeship.
- 23.07 There shall be a committee established called the Joint Apprenticeship Committee consisting of two Union appointed employees who shall meet quarterly, or as required, with two Company representatives. The chairperson of the committee shall be the Training Officer.
- 23.08 The mandate of the committee will be to provide employees and the Union with an avenue to give constructive input on apprenticeship training. Time off for the Union members to attend such meetings shall be without loss in pay and shall be considered as time worked for the purposes of the Collective Agreement.

23.09 The "Agreement of Apprenticeship" means a written agreement between the Company and the employee indentured as an apprentice. The contract of apprenticeship shall be registered with the Ministry of Education and Training.

23.10 The following shall receive copies of the Agreement of Apprenticeship:

- (i) The Apprentice
- (ii) The Company
- (iii) The Ministry of Education and Training
- (iv) The Local Union
- (v) CAW Canada / Skilled Trades Department

23.11 The first five-hundred (500) hours of employment for every apprentice shall be a probationary period.

23.12 Hours spent in classroom instruction on site shall be considered as time worked for the purposes of the Collective Agreement. Hours spent at Trade School courses are not considered as time worked for the purpose of calculating overtime.

23.13 Apprentices who are given credit (maximum 1600 hours) for previous experience shall be paid upon receipt of such credit the wage rate for the period to which such credit advances them. No credits or adjustments will be made during the probation period and such adjustment shall not be retroactive.

23.14 When an apprentice has demonstrated the following conduct or other examples of non-performance:

- (i) an inability to learn the instruction given in his trade; or
- (ii) unreliability; or,
- (iii) unsatisfactory work; or,
- (iv) lack of interest in his work or has failed to complete his required courses satisfactorily; or
- (v) improper conduct relating to his apprenticeship; or
- (vi) failure to attend classroom instruction regularly,

the Company shall review with the Joint Apprenticeship Committee such failures prior to any action being taken to terminate such apprenticeship or other disciplinary action.

23.15 Opportunities for Apprenticeship training shall be posted.

23.16 Upon completion of the Apprenticeship the Training Officer will recommend to the Ministry of Education and Training that a certificate, signifying completion of the apprenticeship, be issued to the apprentice.

- 23.17 (a) Notwithstanding the provision of Article 10 of this agreement, no apprentice during his apprenticeship may apply under the job posting provisions of this Agreement to fill any job vacancy. If layoffs in a skilled trade become necessary, apprentices within such trade will be laid-off before tradespersons within the same trade.
- (b) An apprentice will exercise his seniority within his own apprentice group. For example if there are four apprentices in the trade such as "millwright" and a reduction in this number is required, the first hired or transferred to the classification of an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.
- 23.18 The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council from employees in those occupations set out in this Article. The amount of such dues shall be certified by the Union to the Company by letter signed by the President or the Financial Secretary of the Union.
- Newly hired employees in the Skilled Trades jobs will commence paying Skilled Trades Council dues only after completion of their probationary period. Thereafter, in the January of succeeding years or upon completion of one months work in a calendar year the Company shall deduct the amount of dues certified to it by the Union and remit such dues to the Union.
- 23.19 The Company will pay the replacement cost of required tools which are stolen or broken in the course of the employees normal duties.

## **Article 24 - Notice**

- 24.01 Any notices which either party desires to give to the other party shall be given in writing by registered mail, postage prepaid, addressed as follows:

To the Company:                      General Manager  
   Falconbridge Limited  
   Kidd Metallurgical Division  
   10050 Highway 101 East  
   PO Bag 2002  
   Timmins, Ontario  
   P4N 7K1

To the Union:                              Unit Chairperson  
   P.O. Box 1931  
   Timmins, Ontario

P4N 7X1

24.02 Any notice so mailed shall be deemed given as of the next business day after the date of marking as established by the registration receipt.

24.03 Either party may change its address for service of notice at any time by notice as above mentioned.

## **Article 25 - Termination**

25.01 The agreement shall become effective from October 1, 2005 to and including September 30, 2008. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its' desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice period or within such further period as the parties mutually agree upon.

## “Schedule A”

### Job Classifications and Wage rates

#### PAY CODES AND RATES

#### Production and Maintenance Employees

<b>Pay Code</b>	<b>Hourly Rate</b> Current	<b>Hourly Rate</b> October 1, 2005	<b>Hourly Rate</b> October 1, 2006	<b>Hourly Rate</b> October 1, 2007
PS1	19.6688	20.0622	20.4634	20.6681
PS2	21.1474	21.5703	22.0018	22.2218
PS3	22.3975	22.8455	23.3024	23.5354
PS4	23.8825	24.3602	24.8474	25.0958
PS5	25.2534	25.7585	26.2736	26.5364
PS6	26.7000	27.2340	27.7787	28.0565
Instrument 6	27.4362	27.9849	28.5446	28.8301
PS7	28.5276	29.0982	29.6801	29.9769

#### **Note:** **Job Rotation**

It is understood between the parties that there is no provision or group of provisions within the Collective Agreement, including the Schedules and Letters, and including the job classification structure contained in this Schedule, that prevents the Company from implementing, utilizing or discontinuing a job rotation system within any Line of Progression.

In each job classification, an employee must be able to do the component jobs as determined by the Company. While working/learning the component jobs, the employee will receive the rate for the classification on a temporary basis. When fully competent on all components, the employee will receive the job rate for the job classification permanently.

#### **Training**

Training opportunities within the line of progression will be determined on the basis of the employee's seniority, the requirements of the business, and the job classification's pre-requisites. While working/learning the component jobs, the employee will receive the rate for the classification on a temporary basis. When fully competent and assigned by the Company to the position, the employee will receive the rate of the job that he is performing.

**Working Leader**

The Company may designate Working Leaders as required for the efficiency of the operation. Employees, while working, as a Working Leader will be paid one Job Code higher than the highest job code in the group led up to a maximum of Job Code 7.

**Sunday Premium**

Employees will be paid a premium of one dollar (\$1.00) per hour worked for all regularly scheduled hours on a Sunday.

## “Schedule A” – Job Classifications

<b>Community</b>	<b>Line of Progression</b>	<b>Pay Code</b>	<b>Job Classification</b>	<b>Pre-requisite Classification</b>	<b>Knowledge Requirements</b>	
Concentrator	Concentrator	6	Senior Process Operator	Process Operator	Central Control Room	
		5	Process Operator	Mill Operator	Dryer Control, Grinding / Flotation	
		4	Mill Operator	Services Operator	Dewatering Operator, Crusher Operator, Night Shift Tailings Rounds	
		4	Services Operator	Equipment Operator	Overhead Crane or Pendant Crane plus Reagents or Tailings	
		3	Equipment Operator	Labourer (code 2)	Concentrator Mobile Equipment	
		2	Labourer	N/A	Labourer duties, basic equipment operation	
		1	Labourer	N/A	Labourer duties	
		1	Janitor	N/A	Janitor	
		These Job Classifications form a rotation.				
Zinc	Casting	6	Senior Line Operator	Spec/Alloy Operator	Senior Line Operator	
		5	Spec/Alloy Operator	Zinc Dust/Dross Mill Operator	Spec/Alloy Operator	
		4	Zinc Dust/Dross Mill Operator	Furnace Charger	Zinc Dust/Dross Mill	
		4	Shipping Trucker	Casting Line Operator	Shipper	
		3	Furnace Charger	Auto Stacker Operator	Furnace Charger	
		3	Auto Stacker Operator	Casting Line Operator	Auto Stacker	
		3	Casting Line Operator	N/A	Trucker, Skimmer, Jumbo Operator, Slab Inspector	
		These Job Classifications form a rotation.				
	Cellhouse	Cellhouse	6	Pumphouse Operator	Senior Cell Cleaner	Pumphouse
			5	Senior Cell Cleaner	Cell Operator	Senior Cell Cleaner
			4	Cell Operator	Row Maintainer or Dissolving Operator or Cell Cleaner	Cell Operator
			4	Electrode Fabricator	Row Maintainer or Dissolving Operator or Cell Cleaner	Electrode Fabricator
			4	High Pressure Cleaner	Tower Cleaner	High Pressure Cleaner
			3	Row Maintainer	Cell Cleaner	Row Maintainer
			3	Dissolving Operator	Cell Cleaner	Dissolving Operator
			3	Cell Cleaner	N/A	Cell Cleaner
			3	Tower Cleaner	N/A	Tower Cleaner
			1	Janitor	N/A	Janitor
	These Job Classifications form a rotation.					
	Leach / Indium	Leach / Indium	7	Leach/Indium Control Room Operator	Senior Leach/Indium Operator	Leach/Indium Control Room
			6	Senior Leach/Indium Operator	Leach/Indium Operator	Leach Operator 1, Indium Operator 1
			5	Indium Plant Refinery Operator	Leach/Indium Operator	Indium Plant Refinery
			5	Leach/Indium Operator	Leach Operator	1st Stage Purification, 2nd Stage Purification, Leach Operator 2, plus one of either Indium Operator 2 or Cadmium Wet Operator
			4	Leach Operator	Relief Operator	Cadmium Dry, Sampler Analyst
			4	High Pressure Cleaner	Relief Operator	High Pressure Cleaner
			3	Relief Operator	N/A	Cadmium Dry or Sampler Analyst
			These Job Classifications form a rotation within each pay code.			



Copper	Smelter	7	Senior Process Operator	Furnace Operator	Control Room	
		6	Furnace Operator	Senior Smelter Operator	Furnace Operator	
		5	Senior Smelter Operator	Smelter Operator	Dry End, Furnace Feeder	
		4	Smelter Operator	Equipment Operator	X-Ray, Wet End	
			These Job Classifications form a rotation.			
	Melting & Casting	6	Senior Process Operator	Senior Casting Operator	Asarco Operator, Asarco Control room or 45 Tonne Crane	
		5	Asarco Helper	Senior Casting Operator	Asarco	
		5	Senior Casting Operator	Casting Operator	Anode Furnace	
		4	Casting Operator	Equipment Operator	30,000lbs Forklift, Komatsu, Tundish, Press and Caster	
			These Job Classifications form a rotation.			
	Refinery	6	Senior Process Operator	Junior Process Operator	Senior Process Operator	
		5	Junior Process Operator	Senior Line Operator	Junior Process Operator	
		5	Senior Line Operator	Line Operator	Anode Carousel, Cathode Carousel, Base Station, Commercial Crane	
		4	Line Operator	Equipment Operator	Refinery Mobile Equipment, Shipping, Plus one of - Anode Carousel or Cathode Carousel or Base Station or Commercial Crane	
			These Job Classifications form a rotation.			
	Bedding & Crushing	4	Crusher Operator	Bedding Plant Operator	Crushing	
		3	Bedding Plant Operator	Equipment Operator	Bedding Plant	
	General Services	3	Equipment Operator	Labourer (code 2)	Copper Mobile Equipment	
		2	Labourer	N/A	Labourer duties, basic equipment operation	
		1	Labourer	N/A	Labourer duties	
		1	Janitor	N/A	Janitor	
	Site Janitorial Services	Janitor	1	Janitor	N/A	Janitor
	Materials Handling Group	Railroad	6	Senior Locomotive Operator	Locomotive Operator	Senior Locomotive Operator
			5	Locomotive Operator	Railroad Operator	Locomotive Operator
			5	Senior Track Maintainer	Railroad Operator	Senior Track Maintainer
			5	Senior Acid Loader	Acid Loader	Senior Acid Loader
			4	Railroad Operator	Railroad Labourer	Switchman, Track Maintainer, Load-out
3			Railroad Labourer	Acid Loader	Railroad Labourer	
3			Acid Loader	N/A	Acid Loader	
			These Job Classifications form a rotation.			
Equipment Services		5	Hoisting Engineer	Custom Feed Operator	Cranes	
		4	Custom Feed Operator	Equipment Operator	Sampler, Custom Feed Operator	
		3	Equipment Operator	N/A	Materials Handling Group Mobile Equipment	
		2	High Pressure Washer	N/A	High Pressure Washer	
		2	Labourer	N/A	Labourer duties, Taxi, Mail Delivery	
		These Job Classifications form a rotation.				

Site Auxiliaries	Copper	7	Senior Process Operator	Senior Auxiliary Operator	Control Room	
		6	Senior Auxiliary Operator	Auxiliary Operator	Oxygen Plant	
		5	Auxiliary Operator	3rd Class Ticket	Liquid SO2, Blower House, Acid Plant, Water System, Boilers	
		4	Boiler Assistant	4th Class Ticket	Water System, Boilers	
			These job classifications form a rotation Third Class Operating Engineer Ticket is a prerequisite for Auxiliary Operator			
	Zinc	7	Senior Process Operator	Process Operator	Control Room	
		6	Auxiliary Operator	Process Operator	Auxiliary Operator	
		5	Process Operator	Process Helper	Roaster Operator, Water Treatment	
		4	Process Helper	4th Class Ticket	Acid Plant, Lancer, Feed System	
		3	Lancer	N/A	Lancer, Feed System	
		3	Operating Engineer in Training	4th Class Academic Ticket	Acid Plant, Lancer, Feed System	
			These job classifications form a rotation Third Class Operating Engineer Ticket is a prerequisite for Process Operator Operating Engineer in Training does not form part of the Line of Progression - this is a training position Academic Fourth Class Operating Engineer Ticket is a prerequisite for Operating Engineer in Training			
	Trainers	Training	6	Training Coordinator	Specific Plant Knowledge	Ability to train and support Company Training Programmes
Supply Chain	Warehouse	6	Inventory Controller	Senior Warehouse Operator	Inventory Controller	
		4	Senior Warehouse Operator	Warehouse Operator	Lead Counter, Lead Receiver	
		3	Warehouse Operator	Warehouse Labourer	Counter, Receiver, Satellite Warehouse Attendant, Loader, Flatbed	
		2	Warehouse Labourer	N/A	Labourer duties, basic equipment operation	
Planning Group	Planning	6	Planner	Materials Coordinator	Planner	
		5	Materials Coordinator	Trades Experience	Materials Coordinator	
			In the case of a reduction within Materials Coordinator, the employee will return to their original job classification per Article 10			
Miscellaneous		3	Work Flow Assistant	N/A	Labourer duties, basic mobile equipment operation, hoists and cutting equipment	

**MAINTENANCE**

7 MMT -- Industrial Mechanic -- Millwright / Electrical (Industrial) *	4	General Machinist
MMT -- Electrical (Industrial) / Instrumentation *		Electrician (Industrial)
MMT -- Instrumentation / Electrical (Industrial) *		Industrial Mechanic - Millwright
MMT -- Electrical (Industrial) / Industrial Mechanic -- Mechanic *		Plumber
MMT -- Gasfitter / Electrical (Industrial) *		Instrumentation Technician
6 General Machinist		Gasfitter
Electrician (Industrial)		Heavy Duty Equipment Mechanic
Industrial Mechanic - Millwright		Welder / Fitter
Plumber		Brick Layer / Mason
Instrumentation Technician		Fiberglass Repairman
Gasfitter		Plastics Welder
Heavy Duty Equipment Mechanic		Insulator
Welder / Fitter		Painter
Valve Repairman *		Extinguisher / Sprinkler Attendant
5 General Machinist		
Electrician (Industrial)		
Industrial Mechanic - Millwright		
Plumber		
Instrumentation Technician		
Gasfitter		
Heavy Duty Equipment Mechanic		
Welder / Fitter		
Brick Layer / Mason		
Fiberglass Repairman		
Plastics Welder		
Cataloguer *		

\* In the case of a reduction within this classification, the employee will return to their original job classification per Article 10

## Schedule "B"

### Lost Time And Vacation Entitlement

Total Time Lost In Hours						Days Lost
353						1
418	353					2
627	418	353				3
836	557	418	353			4
1044	696	522	418	353		5
1253	836	627	501	418	353	6
1462	975	731	585	488	418	7
1671	1114	836	668	557	477	8
1880	1253	940	752	627	537	9
2088	1392	1044	835	696	597	10
	1532	1149	919	766	656	11
	1671	1253	1002	836	716	12
	1810	1358	1086	905	776	13
	1949	1462	1169	975	835	14
	2088	1566	1253	1044	895	15
		1671	1336	1114	955	16
		1775	1420	1184	1014	17
		1800	1503	1253	1074	18
		1984	1587	1323	1134	19
		2088	1670	1392	1193	20
			1754	1462	1253	21
			1837	1532	1313	22
			1921	1601	1372	23
			2004	1671	1432	24
			2088	1740	1491	25
				1810	1551	26
				1880	1611	27
				1949	1670	28
				2019	1730	29
				2088	1790	30
					1849	31
					1909	32
					1969	33
					2028	34
					2088	35
<b>Vacation Day Entitlement</b>						
10	15	20	25	30	35	

## Schedule “C”

### Ten and Twelve Hour Shift Schedules

#### Ten Hour Shift Schedule

##### PURPOSE

Notwithstanding the terms of the Collective Agreement, when in the judgment of the Company, there is a demonstrated efficiency improvement, and no additional costs incurred to the Company, the Company may implement a ten (10) hour shift schedule, for all or part of the operation, on the following terms and conditions:

##### ADMINISTRATION

- (i) Introduction of 10-Hour shifts will be in compliance with any applicable government legislation.
- (ii) Overtime  
The 10-Hour schedule requires four (4) 10-Hour shifts to be scheduled each workweek. There will be no averaging of hours over a two-week schedule. Overtime will be paid after the employee completes 40 hours of work in a week or 10 hours in a day.
- (iii) Shift Premiums  
Day shift - 10 hours regular shift rate  
Night shift (starting after 4 PM) - 10 hours at 40 cents per hour  
Sundays - Sunday premium
- (iv) Lunch Period  
One half-hour unpaid lunch period.
- (v) Vacations  
Those entitled to:
  - 5 days vacation will get 4 days
  - 10 days vacation will get 8 days
  - 15 days vacation will get 12 days
  - 20 days vacation will get 16 days
  - 25 days vacation will get 20 days
  - 30 days vacation will get 24 days

- (vi) Paid Holidays  
An employee will be credited with eight (8) hours pay for Paid Holiday which falls on their regular day off. If a Paid Holiday is worked, the employee will receive 1.5 times his hourly rate for all hours worked plus eight (8) hours straight time for the holiday. If a scheduled Paid Holiday, falls during an employee's regular work week and the employee does not work on the day, the employee will be credited with 10 hours.
- (vii) Floating Paid Holiday  
Ten hours pay will be credited for each day.
- (viii) Bereavement Leave  
Up to twenty-four (24) hours leave - Two (2) days plus four (4) hours.
- (ix) Jury Duty  
Ten hours will be credited each day.

## **Twelve Hour Shift Schedule**

### **PURPOSE**

Notwithstanding the terms of the Collective Agreement, when in the judgment of the Company, there is a demonstrated efficiency improvement, and no additional costs incurred to the Company, the Company may implement a twelve (12) hour shift schedule, for all or part of the operation, on the following terms and conditions:

### **ADMINISTRATION**

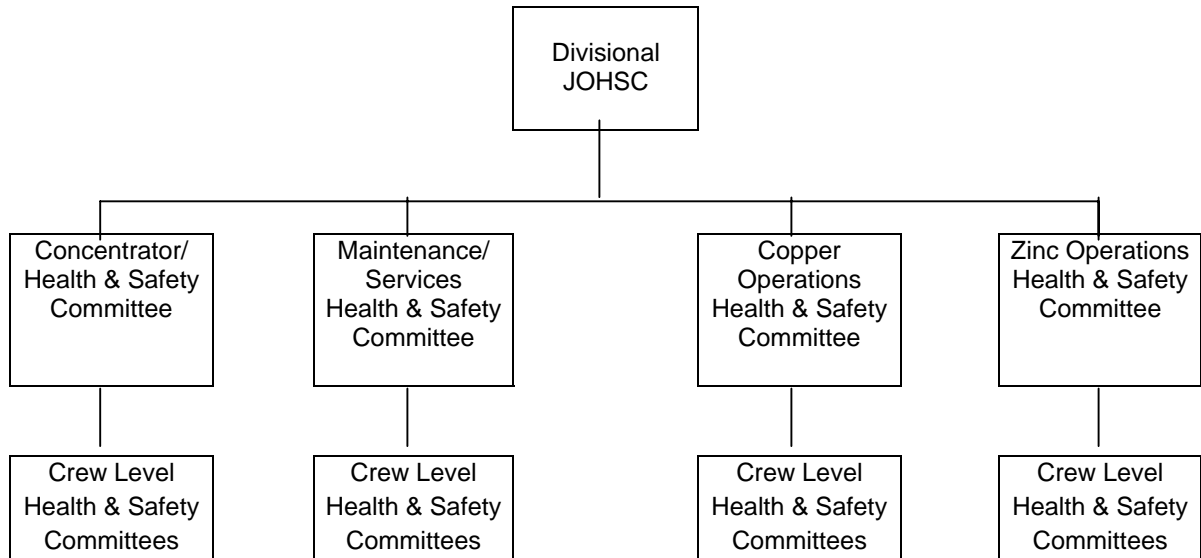
- (i) Introduction of 12-Hour shifts will be in compliance with any applicable government legislation.
- (ii) Hours of Work  
Hours of work for 12-hour shifts are as follows:  
Day Shift - 7 a.m. - 7 p.m.  
Night Shift - 7 p.m. - 7 a.m.  
The day worked is considered to be the day the shift starts.
- (ii) Lunch Period  
Two (2) half hour paid lunch periods during which time he shall continue all necessary supervision of machinery and maintenance of service.

- (iv) Overtime  
A 12-hour schedule requires four (4) hours of overtime to be worked every two weeks. Swing schedules to eliminate overtime may be introduced. Overtime will be paid for all hours worked beyond 12 hours in a day or 80 hours in the two week period.
- (v) Shift Premiums  
Day shift: 8 hours regular pay, 4 hours at 45 cents per hour  
Night shift: (shifts starting after 4PM), 12 hours at 45 cents per hour  
Sundays: Sunday premium
- (vi) Vacations  
Those entitled to:
 

5	days vacation will get	3 days (36 hours but paid 40 h)
10	days vacation will get	7 days ( 84 hours but paid 80 h)
15	days vacation will get	10 days (120 hours and paid 120 h)
20	days vacation will get	13 days (156 hours but paid 160 h)
25	days vacation will get	17 days (204 hours but paid 200 h)
30	days vacation will get	20 days (240 hours and paid 240 h)
- (vii) Paid Holidays  
An employee will be credited with eight (8) hours pay for a Paid Holiday which falls on their regular day off. If the Paid Holiday is worked, the employee will receive 1.5 x hourly rate for all hours worked plus eight (8) hours straight time for the holiday.
- (viii) Floating Paid Holiday  
Twelve (12) hours pay will be credited for each day.
- (ix) Bereavement Leave  
Up to two (2) working days (twenty-four (24) hours).
- (x) Spare Board  
Employees must be available on an "on call basis", 1.5 hours prior to the start of the shift and .5 hours after the start of the shift during the periods for which he is scheduled to spare board coverage.

## Schedule "D"

### Occupational Health And Safety Committee Structure



**Note:**

One of the five (5) Employee Representatives from the Divisional JOHSC will be the Full Time Worker Representative.



**Letter of Understanding**  
**between**  
**Falconbridge Limited, Metallurgical Division,**  
**and**  
**CAW Canada, and its' Local Union 599.**

For the duration of the Collective Agreement, the Company and Union agree to meet quarterly by area to discuss contractors used as regular crew supplements with a view to reducing the number of contractors and associated costs.

These meetings will take place between Management Representatives (2) and Union Representatives (2) in the following areas

- Copper operations
- Zinc plant
- Concentrator
- Site services

The meeting objective will be to:

- review Contractors brought in to supplement crews, and
- discuss upcoming requirements and potential opportunities to use existing Bargaining Unit members where practicable

**Letter of Understanding**  
**between**  
**Falconbridge Limited, Metallurgical Division,**  
**and**  
**CAW Canada, and its' Local Union 599.**

For the life of the collective agreement the Company will not implement a “flex” or a “cafeteria” style benefit program for employees.

**Letter of Understanding**  
**between**  
**Falconbridge Limited, Metallurgical Division,**  
**and**  
**CAW Canada, and its' Local Union 599.**

During collective bargaining, in relation to the settlement of the Collective Agreement, the Company advised the Union of its intentions as follows:

**1. Supplementary Unemployment Benefit (SUB) Plan**

Subject to the continuing approval of Revenue Canada, the Company agrees to establish a Supplemental Unemployment Benefit Plan that will provide the following:

Upon ratification and for the life of this Agreement, the Company shall be liable for an amount equal to \$700,000 which shall be utilized to provide a benefit of \$600 per week for each of the first two weeks during which the employee is laid-off and for which he is not entitled to receive an Employment Insurance benefit and, thereafter, \$120 per week for each week in which the laid-off employee receives an Employment Insurance benefit. The \$120 benefit will be paid on the basis of 6 weeks per year of service (with a minimum of 26 weeks and a maximum of 51 weeks) for each employee laid off due to lack of work in excess of 1 week in duration who has no remaining annual vacation.

- 2.** For the duration of this Collective Agreement, the Company intends to:
- Permit each employee to attend approved doctor's appointments without loss of regular pay as per the Company guidelines.
  - Provide first aid and C.P.R. training courses as required by the Company.
  - Provide paid taxi service for employees who require a taxi after working unscheduled overtime.
  - Provide hot meals for employees who are required to work unscheduled overtime in excess of 4 hours beyond the end of their shift.
  - Provide fire department and HAZMAT training as required by the Company.
  - Provide for painting of employee vehicles as per the terms of the Vehicle Paint Damage Program in effect at the time of the claim.

- Provide shower facilities for employees
- Provide free parking for employee vehicles.

However, both parties understand and agree that it may become necessary from time to time to change or terminate such practices, in which case the Company will advise the Union. The Company agrees that it will not implement any changes to the items listed above that will adversely affect Bargaining Unit employees unless it implements the same change for non-Bargaining Unit employees.

3. The Company will provide an office for the Unit Chairperson at a location at the site. Office furnishings will include a desk, chairs, a filing cabinet, a telephone, and a desk top personal computer.
4. The Company will continue to provide Extended Health Care and Dental Benefits to employees who are on lay-off during the statutory notice period for the laid-off employee under the Employment Standards Act. Life Insurance will continue in effect until thirty (30) days from the end of the notice period. All other benefits end with the commencement of the layoff.
5. The Company and the Union recognize the benefits of having a uniform pay scale for each of the trades. In an effort to achieve the objective of moving all trades to Job Code 6 (except Bricklayers / Masons to Job Code 5). The Company will implement the following plan:

#### **General**

1. Job Code 5 will become the probationary rate.(except Bricklayer / Mason)
2. All new employees will be required to meet the job code 6 requirements during the probation period.
3. If a surplus is declared, the lay-off will be by code and by seniority. An employee can select as follows:
  - Using seniority rights within the operations communities, or
  - A lay-off.

#### **Job Code 4**

For current employees in job code 4 the requirement to move to job code 5 will be the current Kidd code 5 test. (excluding the Certificate of Qualification) Training will be offered on the basis of Seniority.

#### **Job Code 5**

Training will be offered on the basis of seniority with a focus on moving people from job code 5 to job code 6.

#### **Cross Trade Positions**

Cross Trade training opportunities will be posted.

6. During the life of the agreement the Company will provide each employee who is on the payroll on the Date of Ratification three (3) personal leave days. These days may be taken at a time which is agreed with the employee's supervisor or may be used to offset the waiting period for Short Term Disability benefits. In addition, the Company will allow employees to bank overtime (premium time) up to three (3) shifts each year which may be taken at a time in each year which is agreed with the employee's supervisor.
7. In the event of permanent reduction of ten (10) or more employees within a period of six (6) months, the Company will provide employees, who are eligible to retire under the terms of the pension benefits, with the opportunity to take advantage of a Voluntary Early Retirement Incentive in order to minimize the number of permanent layoffs. The number of VERI's offered will not exceed the number of anticipated layoffs and shall be offered on a seniority basis:
  - Where the permanent reductions are to occur within a line of progression, to employees within that line of progression as per the Job Classification list in effect on the date that the layoff occurs. If it is still necessary to lay off employees, the Company will then offer the VERI to employees within that Community. If, after this, it is still necessary to lay off employees, the Company will then offer the VERI to employees in other lines of progression.
  - Where the permanent reductions are to occur within a Skilled Trades Occupation, to all employees within this trade across the Division. It is understood that for the purposes of the VERI only, MMT employees will be included with the relevant code 6 trades group. For example, a code 7 MMT (Millwright/Electrician) could apply for a Code 6 Millwright VERI.

Employees who qualify and are selected according to their seniority will be scheduled for retirement dates over a period not to exceed eight (8) months in order to meet the operating needs of the company.

Those employees who actually qualify for the VERI and retire under the terms of the Pension Plan will be provided with a Voluntary Early Retirement Incentive payment of one thousand (\$1,000) for each complete year of service with a minimum of twenty thousand dollars (\$20,000) and in addition employees who are not eligible for a bridge benefit under the provisions of the Kidd Retirement Savings Plan will be paid a bridge benefit of \$20 per month per year of service for each month from their date of retirement to age sixty-five (65).

It is understood that temporary workforce reductions and workforce reductions caused by attrition will not trigger the terms of the Voluntary Early Retirement Incentive.

8. During the life of this agreement, the Joint Apprenticeship Committee, as per Article 23.07, will work together to improve the effectiveness of the skilled trades area. Specifically, the Committee will provide employees with an avenue to give constructive input on trades training, standards and other such issues which may arise from time to time.
9. During the life of this agreement, the Company will continue to make PHS standing in the CAAT/DAT a requirement for promotion to positions at the code 6 and 7 levels. Below Code 6, PHS standing in the CAAT/DAT will be considered an asset.
10. Local 599 CAW and the Company encourage continuous learning for employees. The Company will continue to provide upgrading and tuition fee reimbursement for employees on a pre-approved basis.
11. Within six months from the date of ratification, the Joint Apprenticeship Committee will, after consideration of current legislation, make a recommendation to address how credit for previous experience is calculated and to determine the maximum credited hours referenced in article 23.13. The recommendations must be approved by the Company.
12. The Company agrees to pay four cents (\$.04) per regularly scheduled hour worked by members of the Bargaining Unit to the Local Union to finance the Union's Paid Education Leave program (two and one-half cents, 2.5 cents) and as a contribution to the Union's "Social Justice Fund" (one-half cent, 0.5 cent) and CAW Local 599 Education Fund (one cent, 1 cent).

For the life of this Collective Agreement, the Company agrees to contribute an additional two cents (\$.02) per regularly scheduled hour worked by members of the Bargaining Unit to the Local Union to finance the CAW Local 599 Education Fund.

## For Informational Purposes

### Pension and Health Benefits

The Health Plan, while not being part of the Collective Agreement, is presented for the information of the employees.

The Company will pay the premiums and other administrative costs necessary to provide the following programs:

- Group Life Insurance
- Accidental Death and Dismemberment Insurance
- Optional Life and AD&D (premiums paid by employees)
- Dental Care
- Vision Care
- Extended Health Care, including Out-of -Country Health Care and Semi-private Hospitalization
- Short term Disability
- Long Term Disability

These programs will continue in effect during the term of this agreement subject to the amendments set out hereunder.

#### **GROUP LIFE INSURANCE**

Effective October 31, 2005; employee basic life insurance will be increased to forty five thousand dollars (\$45,000) and the survivorship benefit for all eligible employees will be ten thousand dollars (\$10,000).

#### **ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

Effective October 31, 2005; the principal sum amount under the AD&D benefit will be increased to forty five thousand dollars (\$45,000).

#### **EXTENDED HEALTH CARE PLAN**

Effective October 31, 2005, maximum payments under the extended health care plan will be will be maintained as follows:

Physiotherapist - to \$30 each visit  
Massage Therapy - to \$15 each visit

Other Paramedical Practitioners will be maintained as follows:

Chiropractor, Psychologist (including social workers and counselors with a Master Degree), Speech Therapist, Naturopath, Nutritionist, Podiatrist, Chiropodist and Acupuncturist to a \$300 maximum per type of practitioner/

calendar year, with an overall paramedical maximum of \$1,000/ person/ calendar year.

### **DENTAL PLAN**

Effective October 31 2005; payments under the dental plan will be based on the 2003 Ontario Dental Fee Guide. Effective January 1, 2007 the payments will be based on 2005 Ontario Dental Fee Guide

### **SHORT TERM DISABILITY PLAN**

Effective October 31, 2005 the short term disability plan will continue to provide the following benefits. Commencing on the first day of absence due to accident or admission to a hospital and on the third day of absence due to illness, in all cases for satisfactory medical reasons, a benefit of \$600 per week will be paid up to a maximum of fifty-two (52) weeks. For the life of this collective agreement, the Company will pay a supplemental benefit of \$100 weekly in addition to the benefit provided under the terms of the plan.

### **LONG TERM DISABILITY**

Effective October 31, 2005; the waiting period for commencement of new claims for benefit under the provisions of the long term disability income program will be three hundred and sixty-five (365) days.

### **GENERAL TERMS**

In consideration of improved employee benefits paid for by the Company, the Union, on behalf of the employees, releases the Company from any obligation it might hereafter have to pay to employees any Employment Insurance reduction available because of the existence of a wage loss replacement plan.



**PENSION BENEFITS**

The Pension Benefits shall not form part of any Collective Agreement between the Company and the Union. Employees covered by this Agreement will continue to be members of the Pension Benefits and as such their membership shall be governed by the terms of the Benefits in effect on the date of ratification or as amended from time to time by the Company.

It is understood and agreed that any differences which arise between the Company and any of the employees or between the Company and the Union as to the interpretation, application, administration or alleged violation of the provisions of the Pension Benefits and/or any component of the other benefits listed above, are not subject to the grievance and/or arbitration procedure.

**EMPLOYEE SHARES SAVINGS PLAN**

The employee shares savings Plan (ESSP) shall not form part of any Collective Agreement between the Company and the Union and any employee who elects to participate in the ESSP shall do so in accordance with its terms and conditions and shall have no recourse against the Company other than that which is available to any eligible employee under the terms and conditions of the ESSP.

In Witness whereof, the parties have executed this agreement at Timmins, this 29<sup>th</sup> day of October, 2005

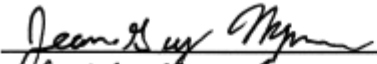
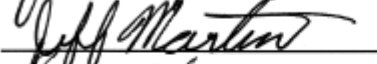
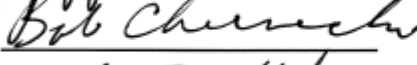

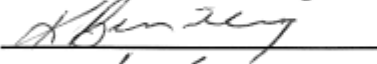

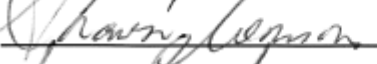
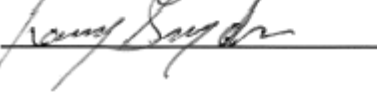
**For the Union**

Jean Guy Magnan  
Jeff Martin  
Robert Chernecki  
Tom Datillo  
Ken Bentley  
Mike Kaye  
Shawn Connors  
Lawrence Snyder

**For the Company**

Daniel Picard  
Kevin Molnar  
Blaine Morris  
Andy Thorne  
David Newhook

**For the Union**

**For the Company**

