

COLLECTIVE AGREEMENT



between

FALCONBRIDGE LIMITED
BRUNSWICK SMELTER



and

UNITED STEELWORKERS

local 7085



March 1, 2006 to February 28, 2011

13814 (01)

THIS AGREEMENT

made this 11th day of July 2006

BETWEEN

**FALCONBRIDGE LIMITED
BRUNSWICK SMELTER**

(hereinafter called the « Company »)

AND

**UNITED STEELWORKERS
LOCAL 7085**

(hereinafter called the « Union »)

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ARTICLE 1

Purpose of Agreement

- 1.01** The general purpose of this Agreement is to set forth provisions relating to the safety, welfare and health of employees as defined in Section 2.01, to establish wage rates, hours of work and other conditions of employment, prompt disposition of grievances and the efficient operation of the Company's Smelter in Gloucester and Restigouche Counties, New Brunswick. This recognizes that it is the duty of the Company, the employees and the Union to cooperate fully, individually and collectively for the advancement of the said purpose.
- 1.02** Both parties mutually agree that in the interest of the promotion of industrial peace and the elimination of interruptions of work, they will abide by and observe the terms and conditions of this Agreement.

ARTICLE 2

Definition of Bargaining Unit

- 2.01** The Company recognizes the Union, Local 7085, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, hereinafter "United Steelworkers", as the sole and exclusive bargaining agent for all its employees working at its Smelter Operations in Gloucester and Restigouche Counties, New Brunswick save and except the following: Shift Foremen, Foremen and those above the rank of Foremen, Laboratory personnel, Office and Clerical personnel, Engineering Department personnel, Watchmen and Security personnel and all others excluded by the New Brunswick Labour Relations Act.
- 2.02** (a) The terms "Employee" and "Employees" when used in this Agreement shall mean persons employed by the Company within the bargaining unit described in Section 2.01 and covered by this Agreement.
- (b) Words importing the masculine gender shall include the feminine and words written in the singular form are also understood to be in the plural and vice-versa.

Contracting Out

- 2.03** (a) No employees will be laid off, lose their employment, be demoted or have a reduction in their regular hours of work as a result of contracting out.
- If there are employees on layoff, the required number of employees for the work available will be recalled before the Company allows contractors on the property to do work which these laid off employees are qualified to perform.
- (b) It is the intention of the Company that work which is regularly performed by Bargaining Unit employees will not be contracted out, provided that the

manpower, skills, materials and equipment are available to satisfactorily complete the work efficiently and in the required time.

The Company will make every effort to maintain the number of employees required and shall supply the necessary material in order for such work to be performed by the employees in the Bargaining Unit.

- (c) When the Company intends to contract out work, it will notify the Union in advance of sending out tenders. This notification will contain details of the area and the nature of the work to be performed. Representatives of the Union and the Company will meet to discuss the work and whether Bargaining Unit employees could be utilized in its performance.

In the event that tenders are not sent out, the Union will be notified in writing one week in advance of awarding of contract subject to Section 2.03(d).

In the event that notification was not given, except where provided for under Section 2.03(d), upon Union notification a meeting will be held within twenty-four (24) hours to discuss the matter.

- (d) In addition this confirms that where the procedure set out in Section 2.03 (c) cannot be used because equipment breakdowns or similar circumstances require the immediate use of a contractor, the Company will verbally notify a Union Officer as soon as possible following the occurrence.
- (e) The Company agrees to meet with the Union on a quarterly basis to discuss the use of contractors by the Company, for the purpose of determining whether qualified Bargaining Unit employees can economically be used to reduce the requirement for contractors.

The Company intends to use Bargaining Unit employees to operate rented mobile equipment to replace or supplement equipment for Company operations and shall make reasonable effort to rent equipment without operators if such equipment is available without operators.

Equipment required by contractors, to do construction projects, will be the contractors responsibility.

- (9) The Company will advise all contractors of its policies with respect to safety, health and the environment and will require them to comply with these policies.

2.04 Employees who are excluded from the Bargaining Unit as provided for in Section 2.01 of this Collective Bargaining Agreement will not perform work normally done by Bargaining Unit employees.

Except:

- a) in cases of experimentation or demonstration and will not have as a consequence the replacement of an employee.
- b) in emergencies when Bargaining Unit employees are not immediately available and only for the time required where the safety of employees

could be affected, damage caused to the Company's property and the continuation of operations interrupted.

Alleged violations of this section shall be submitted at Step two of the Grievance procedure. The grievor accompanied by his shop steward and the supervisor concerned shall be present at this meeting. Failing satisfactory settlement the grievance may proceed according to Article 6.

ARTICLE 3

No Discrimination

3.01 It is agreed that there will be no discrimination by the Union or the Company because of affiliation or non-affiliation with any Union or because of race, colour, creed, religion, national origin, ancestry, place of origin, age, language, physical disability, mental disability, marital status, sexual orientation or sex. It is further agreed that there will be no solicitation of membership or other Union activity during working hours, except as provided in this Agreement. Nothing in this Article can be construed to prohibit employees from casual discussions of Union affairs.

The Company and the Union recognize that, following discussion, unresolved cases of sexual harassment may be referred to the Human Rights Commission.

ARTICLE 4

Management Rights

4.01 The Union recognizes that it is the function of Management to direct the operations and the work forces of the Company, subject to this Agreement.

4.02 Without limiting the generality of the foregoing Section 4.01, the following rights are included:

- a) To determine the products, schedules, locations, machinery and equipment, methods and processes, sequences and locations of operations.
- b) To determine the numbers and jobs of employees required at any place from time to time for any and all operations.
- c) To maintain order, discipline and efficiency.
- d) To make, alter and amend reasonable rules of conduct and procedure for employees.

- e) To be the judge of the qualifications of the employees and to exercise its judgement in a bonafide manner and on an objective basis.
- f) To discharge, suspend or discipline employees for just and reasonable cause, and also to hire, transfer, promote, classify, demote and to assign employees to shifts.

ARTICLE 5

General

- 5.01 During the term of this Agreement, the Union agrees that there shall be no strike, work stoppage or slowdown. In the event of any such strike, work stoppage, slowdown or other interference, the Union shall promptly order its members to cease such strike, work stoppage or slowdown and use all means within its power to bring this condition to an end at the earliest possible time. Any employee who participates in any such strike, work stoppage or slowdown shall be subject to discipline by the Company.
- 5.02 The Company agrees that there will be no lockout of employees during the life of this Agreement. Nothing in this Agreement, however, shall be construed as interfering in any way with the Company's right to extend, limit, curtail or shutdown the operations.
- 5.03 (a) **UNION PRESIDENT:** The parties agree that it is in the interest of the employees, the Company and the Union to find solutions to labour relations issues that may occur during the life of this Collective Agreement. It is with the purpose of ensuring the best possible relations between the parties, that the Company will allow the President of Local 7085 forty (40) hours a week in order to pursue activities connected with the purpose of the Collective Agreement and the promotion of effective labour relations at the workplace. In the event of the President's authorized absence from work, his delegate will temporarily assume these duties, provided he can be spared.
- (b) The Company will provide the Union an area with adequate office space to maintain the present conditions.

Departments

- 5.04 For the purpose of applying the provisions of this Agreement, the Departments shall be as follows:
- Sinter
 - Furnace
 - Refinery

Materials Handling

Central Services

Changehouse

Warehouse

In the event it becomes necessary to reorganize the workplace due to business reasons the company will meet with the union at least 30 days in advance to discuss the effects of the reorganization.

Bulletin Boards

- 5.05 (a) The Company agrees to provide the Union with enclosed bulletin boards in the agreed upon locations. These bulletin boards shall be for the exclusive posting of notices of Union meetings, social affairs or any reasonable, non-controversial business matters of the Union. Each notice, excepting regular notice of Union meetings, shall be submitted to the Company for approval before posting.
- (b) In view of this method of informing employees, the Union or its members shall not otherwise post or distribute any kind of literature upon the working premises of the Company.

Collective Agreement

- 5.06 The Company and the Union desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. For this reason the Company will print the Agreement in French and English and will give a copy to each employee. In addition, the Company and the Union recognize the importance of ensuring that all Union Executive members, Stewards & Grievance Committeemen are completely familiar with the terms of this Collective Agreement.

For this reason, the Union may arrange education / information sessions for the above-noted Union personnel expressly for this purpose. Union members will be paid by the Company for attendance. Following the signing of this Agreement the Company will distribute photocopies to the Union for all Stewards and Committeemen.

ARTICLE 6

Grievance Procedure

- 6.01 The purpose of this Article is to establish procedures for discussion and settlement of grievances. The Company will not make any settlement contrary to the provisions of the Agreement. Should any question arise concerning the

application, interpretation or alleged violation of the provisions of this Agreement between the Company and any employee or the Union, the following procedure shall apply.

Step One

6.02 Employees assisted by a shop steward shall attempt to settle any grievances with their immediate supervisor or his delegate within six (6) days after the alleged grievance has arisen. If no satisfactory settlement is reached following this discussion, the employee may within three (3) days file his grievance in writing, on triplicate forms which have been agreed upon by the Company and the Union, to his immediate supervisor or his delegate.

At this point, the immediate supervisor or his delegate will indicate his decision, with explanation, on the form. Failing satisfactory settlement, the Chairman of the Grievance Committee or his delegate shall file the grievance at Step Two with the Personnel Department within seven (7) days.

Step Two

6.03 The employee, accompanied by the Grievance Committee and the Steward, will meet with a representative of the Human Resources Department or his delegate and the supervisor(s) or his delegate familiar with the grievance within five (5) days of the receipt of the grievance. They may be accompanied by another Company representative.

In the event the steward, or griever is not working at the time of such meetings and is present, they shall be remunerated at their regular hourly rate for the time spent. In no case will they receive less than two (2) hours pay.

If so requested by the griever, this meeting will be held in French or English. A representative of the International Union may attend this meeting. The employee and the Company representative(s) involved may be present at this meeting separately if requested by either the Company or the Union.

A reply shall be given in writing within five (5) days after the meeting.

Failing satisfactory settlement, the matter may be referred to Arbitration in writing within fourteen (14) days.

Group Grievances

6.04 Where two (2) or more employees have grievances concerning the application, interpretation or an alleged violation of the provisions of this Agreement which are sufficiently common in nature to be dealt with together, they shall constitute a

group grievance and it shall be submitted at Step One if the employees concerned are in the same department.

The group grievance shall be presented by not more than four (4) employees, if they are in different departments and not more than two (2) employees if they are in the same department, who have signed the grievance. If the employees concerned are in different departments the matter shall be submitted at Step Two.

At Step Two, the employees will be accompanied by the Grievance Committee and a steward who shall be reasonably familiar with the work on which the employees are engaged.

- 6.05 Any difference which arises directly between the Union and the Company concerning the application, interpretation or an alleged violation of the provisions of this Agreement, instead of following the procedure herein before set out, may be submitted in writing by either of the parties to the other with opportunity to be provided within seven (7) days for oral discussion between the Executive of the Union and Management representatives designated for that purpose by the Company. The Union International Representative may attend this meeting. The decision will be given in writing by either party within seven (7) days after such meeting. Failing satisfactory settlement, the matter may then be referred in writing to Arbitration within fourteen (14) days.
- 6.06 In determining the time within which any action is to be taken in each of the two steps of the Grievance Procedure or in Section 6.05, Saturdays, Sundays and Statutory Holidays will be excluded from the calculation of time limits indicated in this Article. In addition, any absences of the grievor to a maximum of sixty (60) days due to sickness, injury, scheduled days off, and vacation shall be excluded.
- 6.07 Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Company and the Union. The party requesting the extension shall give a copy to the grievor. Such time limits shall be of a reasonable nature for the purpose of case preparation. All grievances, referred to arbitration, must be heard or scheduled to be heard within one calendar year.
- 6.08 If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended as set out in section 6.07 above, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.
- 6.09 The Company shall advise the Union in writing of the names of the Company representatives from time to time authorized to deal with grievances under this Article.

Stewards and Grievance Committeemen

- 6.10 The Union may choose Stewards to assist in processing grievances and to otherwise represent the Union. These Stewards must have completed their probationary period provided for by Section 9.09 (a). The number in the aggregate shall not be more than one for each thirty employees or:

5 in the Sinter
5 in the Furnace
5 in the Refinery
1 in the Materials Handling
3 in the Central Services
1 Changehouse/Warehouse

- whichever is the greater.

- 6.11 For the purpose of meeting with Company representatives, the Grievance Committee will consist of not more than four **(4)** members selected by the Union (one being the Shop Steward concerned with the matter), plus an International Union representative who may attend. Members of the Grievance Committee will not lose pay for the time spent during their working hours attending scheduled meetings called by Company representatives. Insofar as reasonably possible, the Company will use its best endeavours to schedule meetings during regular working hours.
- 6.12 (a) If it is necessary for any Steward or Grievance Committeeman to take time off during working hours to investigate or attempt to settle a grievance, permission will not be unreasonably withheld but he will make mutually satisfactory arrangements with the supervisor concerned including the supervisor in charge of the crew he wishes to visit if his investigation involves leaving his own working place. **A** Steward or Grievance Committeeman shall not suffer loss of pay for time spent in the performance of these duties during his working hours.
- (b) If a grievance is referred to arbitration the International staff representative may interview the griever(s) and/or witness(es) at the Smelter site at a time mutually agreed.
- The griever(s) and/or witness(es) shall not suffer loss of pay for time spent at such interviews during his/their working hours.
- 6.13 (a) The Union shall notify the Company in writing of the names of Stewards or Grievance Committeemen from time to time appointed or elected and the Company shall not be required to recognize any Steward or Grievance Committeeman not named in such a notice. In production, the company will recognise one steward per shift, per department, subject to 6.10.
- (b) **A** Steward and the members of the Grievance Committee will not suffer loss of wages while attending the Steward's Monthly Meeting. If a Steward or a member of the Grievance Committee is not working at the time such meeting is held but is present at the meeting, he shall be remunerated at his regular hourly rate for the time spent at this meeting, up to a maximum of **two (2)** hours, but this time paid shall not be considered **as** time worked for purposes of calculating overtime.

ARTICLE 7

Arbitration

- 7.01 In any case in which an Arbitration shall be required under this Agreement, the Arbitrator shall be selected in rotation from the following panel:
1. Donald MacLean
 2. Brian Bruce
 3. Thomas Christie
 4. Guy Couturier
- 7.02 Any member of the panel who having been requested in his turn to act as Arbitrator shall be unable or unwilling to act shall not again be requested to act until his name comes up again on the regular rotation of the panel.
- 7.03 Arbitrations shall be heard in the Belledune area or at such other place as the parties shall mutually agree upon in writing.
- 7.04 (a) The issue(s) raised in the written grievance and in the written reply(ies) thereto or, in the case of a difference directly between the Union and the Company, the issue(s) raised in the written representation by the applicant for arbitration and in the reply thereto by the other party, shall be presented to the Arbitrator and his award shall be confined to such issue(s).
- (b) The work related information file will not be brought at arbitration except for material which is directly related to the case being heard, in which case the Union will be supplied with a copy of the material.
- (c) Warnings and suspensions or letters of suspension which have been stricken from an employee's record may not be raised at an arbitration hearing and the Arbitrator will not accept them at any time under reserve or otherwise.
- 7.05 The expenses of the Arbitrator shall be borne in equal shares by the Union and the Company.
- 7.06 No cost of Arbitration or cost concerning witnesses shall be awarded to or against either party.
- At the Arbitration hearing the following will not suffer loss of pay for their regular hours; Grievor(s), Chairman of grievance committee, and the Union president.
- 7.07 At either parties' request, during a hearing, the Arbitrator may cause any witness to appear or request that the site where a grievance originated be visited, if circumstances of the case so require.

- 7.08 The finding of the Arbitration as to the facts and as to the interpretation or application of the provisions of the Agreement shall be final and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.
- 7.09 Any objection regarding arbitrability of a matter must be raised by one of the parties at any step of the Grievance Procedure in order to be receivable by the Arbitrator.
- 7.10 The Arbitrator shall be requested to give his award within a period of thirty (30) days after the close of the hearing.

ARTICLE 8

Disciplinary Measures

- 8.01 (a) The purpose of disciplinary action is to bring to an employee's attention the fact that his behaviour should improve. The definition of a disciplinary measure is a written warning or a suspension or a letter in lieu of suspension or a discharge.
- (b) If an employee has a disciplinary record, this will be kept on file in the personnel department only. A file containing work related information will be maintained in the employee's department; disciplinary records will not be kept on this file. Upon request an employee will be shown his files and if he so desires he may be accompanied by his shop steward. At the employee's request the Union will be given copies of material contained in such files.
- (c) Copies of written warnings, suspensions, letters in lieu of suspension and discharge notice shall be sent to the Union as soon as possible.
- (d) A written warning will be completely removed from an employee's record eight (8) months from the receipt of such warning.
- (e) Ten (10) months from the receipt of a suspension notice or a letter covering the interview in lieu of suspension, such notice of suspension or letter will be completely removed from an employee's record.
- 8.02 (a) The Company shall not suspend or discharge an employee without first giving him a written warning unless the circumstances justify immediate suspension or discharge.

If disciplinary action is to be taken, the employee shall be informed of such action before the completion of his shift, or in cases where this is not possible within seven (7) days from the date of the infraction, or under exceptional circumstances as soon as possible after the Company discovered all the facts concerning the infraction.

- (b) If an employee believes that he has been suspended or discharged unjustly or unreasonably, the grievance shall be filed at step **two** of the grievance procedure within six (6) days after the disciplinary action complained of.

8.03 If it is determined or agreed at any step in the grievance procedure or decided by an arbitrator that any employee has been suspended or discharged unjustly or unreasonably, the Company shall reinstate him with no **loss** of seniority and it shall pay the employee his wages at his regular basic rate had he been working or by any other arrangement as to remuneration which is just and equitable in the opinion of the parties or in the opinion of the arbitrator if the matter is referred to such arbitrator.

8.04 The parties shall submit to the arbitrator only the facts relevant to the grievance concerned.

ARTICLE 9

Seniority

- 9.01 (a) The seniority of an employee of the Company means the length of time since the date of his last entry into the Bargaining Unit, except as expressly provided herein.
- (b) For the employee hired since August 4, 1983, seniority of the company means the length of time since the date and time of his last entry into the Bargaining Unit, except as expressly provided herein.

Seniority List

- (c) The Company will prepare lists of the employees showing the date of their last entry into the Bargaining Unit and their respective Department. These lists shall be revised as of January 1st and July 1st of each calendar year and posted. Three (3) copies of the above-mentioned lists shall be sent to the Union. These lists will remain posted for a period of thirty (30) days for the express purpose that any employee may make a complaint as to the correctness of the date of his last entry into the Bargaining Unit.
- 9.02 The seniority of an employee of the Company shall be completely lost only if he:
- a) quits, or
 - b) is discharged, or
 - c) is laid off by the Company for a period in excess of:
 - 1) eighteen (18) months, where the employee has less than twelve (12) months seniority at the date of layoff,

- 2) twenty-four (24) months, where the employee has twelve (12) months or more but less than twenty-four (**24**) months of seniority at the date of layoff,
 - 3) thirty-six (36) months, where the employee has twenty-four (24) months or more but less than fifteen (15) years of seniority at the date of layoff
 - 4) sixty (60) months, where the employee has fifteen (15) years and more of seniority at the date of layoff.
- d) abandons his job for a period of five (5) consecutive regularly scheduled shifts without contacting his immediate Foreman or Supervisor and obtaining his permission to be off unless failure to contact is due to reasons beyond the employee's control.

Application of Seniority

9.03

In recognition of the Company's responsibility for efficient operations it is understood and agreed that ability to perform the job is essential and shall apply in layoff, recall, promotion or demotion. The Company will continue to provide training on-the-job to employees, by seniority, on their shift, subject to production requirements in their respective departments in order to prepare employees for future advancement or displacement.

When a job is modified, any employee of a Department who is qualified for this job will receive the extra training necessary to maintain his qualifications, if such employee requests it.

Compressed Work Week (CWW) and continuous or non continuous semi compressed work week employees may be transferred to the 5A shift for certain training that cannot be provided on their shift. Employee's schedule will remain as their original shift. Employees affected by this transfer shall be paid according to their regular CWW straight time pay schedule, Shift premiums and Sunday premiums. If the transfer involves working more than an employee's scheduled CWW regular hours per week, the employee shall receive payment for those extra hours at straight time. If the transfer involves working more than forty (40) hours per week, article 14 will apply.

9.04 (a)

In any case of a permanent reduction or permanent displacement from a permanent job the employee having the greater seniority will be entitled to preference provided he has the skill, knowledge, ability and physical fitness to do the job concerned and provided further that he may displace another employee having less seniority. Employees will exercise their displacement rights within their department first and plant wide afterwards. However, trade employees will exercise their displacement rights within their existing trade first and plant-wide afterwards. An employee who is displaced from his permanent job will have the option to bump another employee holding either a temporary job in accordance with articles 9.06 (b) or 9.06 (c) or a permanent job in accordance with articles 9.06 (a). If an employee who is holding a temporary job is displaced from

his permanent job or if this job is eliminated, he will have the option of displacing at that time or upon completion of the temporary job. The employee who chooses to fill a temporary job will do so until the return of the permanent employee or until the job is eliminated. At that time he will have the option to apply according to Section 9.06 (9) or to bump into a permanent job.

An employee who displaces another employee holding either a permanent or temporary job in accordance to articles 9.06 (a), (b) or (c) will have the option of displacing a junior employee in that job in whichever Department or crew for trades he chooses (subject to the requirements to first exercise seniority in the department as set forth in this article). The employee who displaces can choose the shift of his choice unless they choose a job on the CWW or SCWW where the most junior employee will be displaced.

Employees who are fully trained for their new positions will be assigned within fourteen (14) days following notification of displacement.

The employee who displaces will be paid the rate of the job he is bumping into as of the date he starts working in this job, but no later than fourteen (14) days following the date he made his choice of job known in writing if said rate is higher than the rate of the job he held prior to exercise his bumping right.

Any employee who has fully exercised his bumping rights and would otherwise leave the property will be eligible for training on a production job provided he has the seniority to displace a junior employee in that job, according to the above, and further provided that during a period of six (6) months the employee can be trained to perform the job chosen. After the successful completion of the training period, he will displace the most junior employee in that job according to the above.

If an employee's permanent job is eliminated or if there is a reduction in the number of employees in that job, the employee who was holding the job will be given the option to revert back, if within one (1) year, on a permanent basis, it re-opens or if the complement is increased to the original number. All other openings will be as per 9.06 (a).

- 9.04 (b) A seasonal shutdown is defined as a shutdown or significant partial shutdown of operations of a duration between sixty (60) days and one hundred and twenty (120) days.

In the case of a seasonal shutdown the employee having the greater seniority will be entitled to preference of any job of his choosing in the plant provided he meets the following requirements. Such employee must be qualified to bump into jobs at job class 14 and above, however if he chooses to bump into a job at job class 13 or below he shall be entitled to do so based solely on his seniority. The Company agrees that in the event it maintains the position of General Operator in the Furnace it shall be awarded based on seniority only.

The Company shall identify and post, by April 1st, all jobs which will be maintained during the seasonal shutdown. Should additional positions become available after April 1st, the Company will post them as soon as possible.

9.04 (c) In any case of a temporary reduction in the workforce (except a layoff of fifteen (15) days or less or a seasonal shutdown) the following will apply. In the case of a temporary reduction in the workforce or a temporary displacement from a permanent job the employee having the greater seniority will be entitled to preference of any job of his choosing in the plant provided he meets the following requirements. Such employee must be qualified to bump into jobs at job class 14 and above, however if he chooses to bump into a job at job class 13 or below he shall be entitled to do so based solely on his seniority. Employees who require training shall be allowed to displace provided that within the period of displacement they can be trained to do the job. Upon completion of temporary assignments under this section, employees will be reassigned to their original department, shift and job.

In the case of a temporary reduction in the workforce of 15 days or less the Letter of Agreement attached to the collective agreement applies.

9.04 (d) In the event of a reduction in force for a period of more than five (5) days, the Company will notify each of the employees to be laid off in advance, in accordance with the following schedules:

1. Where the layoff will involve more than 25% of the workforce there will be six (6) weeks notice.
2. Where the layoff will not exceed thirteen (13) weeks and involves less than 25% of the workforce, there will be a two (2) week notice.
3. Where the layoff will exceed thirteen (13) weeks:

<u>Number to be laid off</u>	<u>Period of Notice</u>
Less than 25 employees	two (2) weeks
Over 25 employees but less than 10% of the workforce	six (6) weeks
Between 10% and 200 employees	eight (8) weeks
201 to 500 employees	twelve (12) weeks
501 or more employees	sixteen (16) weeks

The posting by the Company of notices advising all employees of the proposed layoff will constitute notice as required by (1), (2) and (3) above for all employees affected including those employees displaced in accordance with Section 9.04 (a) by employees who would otherwise have been laid off. Employees who are absent because of sickness, accident, vacation or authorized leave of absence will be notified by mail. In the event that less than the period of notice as set out above is given, the Company will pay to the employees who are laid off the difference between their actual earnings for the period of notice and what they would have earned had they worked their regular hours at their basic hourly rate, provided however that they must have been available for work.

Notwithstanding the posting of the Company notices advising all employees of the proposed layoff, an employee actually leaving the property on layoff must have been notified at least one (1) week in advance.

The provisions of this Section 9.04 (d) shall not apply in the case of a layoff for causes beyond the control of the Company.

9.04 (e) 1) Employees recalled to a permanent position following a layoff of more than one hundred and twenty (120) days shall be called back in order of their seniority provided they can be trained and do the job within a period not to exceed six (6) months. Employees recalled to a temporary position or recalled following a temporary layoff or shutdown of operations (including a seasonal shutdown) shall be called back in order of their seniority, provided such employees are qualified and can do the work which is available. The Company will notify the Union of all employees laid off or recalled.

Employees who are on permanent layoff and are being recalled will fill the vacancy created following any application of article 9.04, 9.06 (a), 9.06 (b) or Article 12.

- 2) Employees recalled after a temporary layoff or shutdown of operations (including a seasonal shutdown) will be assigned to their original department, shift and job, provided that these positions are still being maintained. If these positions no longer exist, employees shall return to their permanent job if they were on a temporary assignment prior to layoff. If these jobs were permanent prior to layoff and are not being maintained, employees shall exercise their rights as per 9.04 (a).
- (f) Any employee who is employed elsewhere following a layoff and is being recalled by the Company for temporary work, according to Section 9.04 (e) above, may refuse the job and not lose his recall rights, if the temporary work for which he is being recalled is less than sixty (60) days duration.
- (g) Trade employees who are on layoff and are working elsewhere in their trade, will not lose recall rights if they refuse a recall to a job other than in their trade. This stipulation will take effect for a maximum period of six (6) months from the date a first recall to a job other than in the trade is refused.
- (h) An employee may decline a recall to a job of an expected duration of less than one (1) week without loss of recall rights.

9.05 In any case of promotion or demotion, the employee having the greater seniority will be entitled to preference provided he has the skill, knowledge, ability and physical fitness to do the job concerned. When judging the qualifications of employees and their ability to meet all the normal requirements of the job, the Company will consider all the facts relevant to the job concerned and will exercise its judgements in a bonafide manner and on an objective basis.

Job Posting

- 9.06 (a) When a permanent vacancy exists and the Company intends to fill the vacancy, due to the death, retirement, discharge, promotion, demotion of an employee or due to the application of Article (12) (disabled employees) or if the employee quits his job or if new positions are created, then the Company will, within five (5) days, place a notice on the Bulletin Board in the Changehouse to notify employees of the vacancy. This notice will be posted for a period of six (6) days. Employees interested in applying for this job may do so by written notification to the Personnel Department on the job posting form provided by the Company. The senior applicant shall be given preference provided he has the necessary skill, knowledge, ability and physical fitness to do the job, subject to Section 11.02 (e). The name of the successful applicant will be posted on the bulletin Board in the Changehouse within fourteen (14) days after expiration of the notice of posting. Employees (excluding trades) will be given the opportunity, by seniority, to change shifts if their job becomes permanently vacant on another shift or in another area, provided they have more seniority than the successful applicant

If required, senior applicants who are unable to meet the qualifications for a vacant job but who meet the job specifications (as set out by the Company following discussion with the Union) will be given an evaluation period of up to one hundred and eighty (180) hours on that job. The name of the successful applicant under evaluation will be posted on the bulletin Boards in the Changehouse within fourteen (14) days after expiration of the notice of posting and within five (5) days after the evaluation period. Whenever such employee is unable to meet the qualifications within this evaluation period, he will be reassigned to the job he held previously. The Company will then review the remaining applicants and if there are no successful applicants the Company will repost the job.

The successful applicant for a job will receive the required training to fulfill the complete scope of the job.

The successful applicant will be assigned to the job within fourteen (14) days following the posting indicating the name of the successful applicant. Any job classified fourteen (14) or above, the employee must remain on the job for a minimum of fourteen (14) months. In the event this assignment is not done within fourteen (14) days the successful applicant will receive the new rate if this rate is higher than the rate he is presently receiving.

- (b) A temporary vacancy exists in a Department when it is known that an employee will be absent from work for a period in excess of ninety (90) days due to an accident, sickness, authorized leave of absence, relocation or if it is known there will be a job of a temporary nature greater than ninety (90) days requiring additional employees.

If the Company intends to fill the vacancies, they will be posted on the Changehouse Bulletin board within five (5) days when known for a period of six

(6) days. Employees interested in applying for this job may do so by written notification to the Personnel Department on the job posting form provided by the Company. The senior applicant of the Department will be given preference provided he has the necessary skill, knowledge, ability and physical fitness to do the job concerned, subject to Section 11.02 (e). When the Company is unable to fill the vacancy or job from within the Department, then the senior applicant from other Departments will be given preference provided he has the necessary skill, knowledge, ability and physical fitness to do the job. The name of the successful applicant will be posted on the Changehouse Bulletin board within fourteen (14) days after expiration of the notice of posting.

The successful applicant will be assigned to the job within fourteen (14) days following the posting indicating the name of the successful applicant. The successful applicant will remain in this position for a minimum of six (6) months before applying on postings in accordance to 9.06 (b), or until the job is completed subject to 9.06 (c). In the event this assignment is not done within fourteen (14) days the successful applicant will receive the new rate if this rate is higher than the rate he is presently receiving.

Employees holding a temporary position who become the successful applicant on any posting according to 9.06 (a) shall be given the option to be assigned as stated above or following completion of his temporary position, subject to article 13.04.

- (c) If there is no successful applicant, under 9.06 (b), the Company may assign the junior employee in the Department provided he has the necessary skill, knowledge, ability and physical fitness to do the job concerned. The assigned employee shall receive the rate he would have received, his permanent rate or the temporary rate for that job, whichever is greater.

Within ten (10) days of the return of the employee, who was holding this job on a permanent or temporary basis, or on completion of the temporary job, the successful applicant and/or the assigned junior employee will revert to the job and shift he held prior to this promotion. An employee absent from work for more than 24 (twenty-four) months due to sickness or injury, shall have his permanent job posted and filled in accordance with Section 9.06 (a). Should the employee be able to return to work any time after the 24 (twenty-four) months, he will re-occupy his permanent job. Any employee affected by this return will be allowed to exercise his rights as per article 9.04 (a).

- (d) If there ~~is~~ **a** temporary requirement for employees on a shift within a department for less than ninety (90) days the senior qualified employee within a department will be given an opportunity to fill the position subject to 13.04. It is understood that the intention is not to have movement amongst the four (4) CWW shifts. When additional work is required the company may hire designated employees from a labour pool.
- (e) For the purpose of vacation, sickness or other absences, or if additional employees are required on a job for a period of up to ninety (90) days, the senior employee on the shift in that department shall be given preference to fill the job

on an interim basis provided he has the necessary skill, knowledge, ability and physical fitness to do the job concerned.

When applying this article, the following procedure will apply:

1. The supervisor will adjust the shift board no later than 2 (two) hrs before the end of his shift for his next regular scheduled shift. Employees that identify a conflict will notify his supervisor.
 2. The employee will be told of the duration of this opening or its anticipated duration. The assigned employee shall receive the rate he would have received, his permanent rate or the temporary rate for that job, whichever is greater.
 3. If an opening occurs prior to or during the shift and the position needs to be filled, shift promotion will be made and any remaining vacancies may be filled by a junior employee or a labour pool employee who is qualified to perform the job.
- (f) If an employee is absent for sickness, injury, vacation, approved training, or leave of absence, he will have the right, if he so desires, within two (2) weeks of his returning to work to apply for the job that had been filled during his absence. The employee will be granted the job provided he has the skill, knowledge, ability and physical fitness to do the job concerned and provided that he has the greater seniority. He will be assigned to the job within fourteen (14) days following the posting indicating the name of the successful applicant. In the event that the employee is not assigned within fourteen (14) days, the successful applicant will be paid the rate of the new job or the rate he is presently receiving, whichever is greater.
- (g) Copies of job postings will be sent to the Union.

Trades

- (h) When shift work, within a trade, is available for less than ninety (90) days, the company will give preference to the senior employees who have indicated their desire to be considered for shift work.
- (i) Trades employees will be assigned to crews or shift as per Section 9.06 (a). The crews are defined as follows:
- 1) Refinery Crew
 - 2) Furnace Crew
 - 3) Sinter Crew
 - 4) Shop Crew

5) Electrical Crew

The above crews are subject to change during the life of the Collective Agreement, subject to assignment as per Section 9.06 (a).

Permanent assignments to crews or shift, which are not intended to bring additional employees into the trade, shall be posted within the trade. Permanent vacancies as defined in article 9.06 (a), shall be posted in accordance with article 9.06 (a). Employees within their trade shall be permitted to apply for the purpose of crew or shift movement, provided they have more seniority than the successful applicant

An employee who requests to come off shift will have his job posted within his trade in accordance with Section 9.06 (a) and he will be an automatic applicant for vacancies created by postings. If there is no suitable applicant for a particular posting, the automatic applicant will be assigned the job.

Temporary vacancies, within a crew or on a shift, in excess of ninety (90) days will be posted within the trade in accordance with Section 9.06 (b). Selection will be, by seniority, amongst the applicants within the trade. If openings need to be filled by employees who are not in the specific trade at the time, the selection will be made by seniority, on a plant-wide basis, provided they meet the minimum requirements as per Section 9.11 (a), if the opening is to be filled other than by a journeyman.

If there is a temporary requirement for additional trades employees in a crew for less than ninety (90) days the Company will assign employees by seniority from within their trade, within each available crew. Temporary vacancies on shift, for less than ninety (90), days will be filled in accordance with Section 9.06 (h). Temporary assignment to other crews may occur for training purposes, as determined by the trades training committee.

- 9.07 In case of shutdowns, employees will maintain the rate for the job they were performing, at the time of such shutdown, provided that the employee would have continued in that job if the plant had been operating.

Change of Status

- 9.08 This Collective Agreement allows the transfer of an individual employed by the Company, but excluded from the group of "employees" defined in Section 2.01 of this Agreement, to an assignment where he will be included in the said group, but the individual concerned will have no seniority. All employees affected by this return will be allowed to exercise their rights as per article 9.04 (a).

It is, however, agreed that an employee transferred out of the Bargaining Unit may, during a period of six (6) months, return to the Bargaining Unit with all his seniority to the job he held before his transfer.

Vacancies which arise following application of this section will be posted in accordance with Section 9.06 (a), but will only be confirmed at the completion of the six (6) month period.

The Union will be notified of names of all employees transferred out of the Bargaining Unit.

Probationary Employees

- 9.09 (a) Notwithstanding anything to the contrary contained in this Agreement, an employee shall be considered to be a probationary employee and shall have no seniority until he has actually worked three hundred and sixty (360) hours with the Company, at which time he shall become entitled to seniority dating from his last hiring. However, an individual laid off during his probationary period and re-hired within five (5) months of his day of layoff, shall become a regular employee after having worked the remaining number of hours necessary to complete his probationary period.
- (b) Employees hired under the provisions of this section will be subject to a medical examination by a Medical Doctor appointed by the Company, before beginning to work.
- (c) An employee upon completion of his probationary period will be informed of the provisions of the Collective Agreement by the President of the local or his delegate.
- 9.10 A probationary employee may take advantage of the grievance procedure except in the case where his employment has been terminated.

Trades Training

- 9.11 (a) Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union, any employees who, of their own volition, have entered a Trades Training Programme sponsored by the Company and the Provincial Department of Labour, Apprenticeship Branch and/or Canada Manpower and to promote or demote the employees within the programme. The rate of such employee shall not be below Job Class 4 as set out in Appendix "C" of this Agreement. The manner an employee in training will progress is defined in Appendix "B" of this Agreement. Employees may enter the Trades Training Programme provided they have successfully completed a minimum of either the one (1) year course for mechanical trades or the two (2) year course for electrical or instrumentation trades as provided by the New Brunswick Community College, or equivalent, and have passed the examination as required by the Department of Labour.

Trade employees who lose their jobs due to a workforce reduction or job elimination may enter the Trades Training Programme in another related trade provided they are credited with a minimum of two thousand (2,000) hours by the

Provincial Department of Labour, Apprenticeship Branch and have passed the First Division, in that trade.

Employees who meet either of the above conditions, will be allowed to apply on job postings subject to Sections 9.06 (a) and 9.06 (b).

- (b) For employees with five (5) years or more seniority who enter the Trades Training Programme the commencing rate shall be Job Class 6. However, for these employees Job Class additives at twelve (12) months and twenty-four (24) months, as per Appendix "C", shall be reduced by one Job Class.
- (c) When an employee, in the Trades Training Programme fails to meet the requirements of the Apprenticeship as stated in Appendix "B" of this Agreement, he may transfer to another department providing he has the necessary skill, knowledge, ability and physical fitness to do the job concerned and provided further that he may displace another employee in another department having less seniority. Employees working in a trade, prior to May 1, 1974, will be allowed to remain in their trade if they fail Block Release examinations.
- (d) Employees on Block Release Training who must reside outside their permanent residence will be provided with the following payments:-
 - Living expenses: One hundred and fifty (\$150) dollars per week less any applicable Canada Manpower payment
 - Mileage: One trip per week to and from the training site, at the Company rate, less any applicable Canada Manpower payment
 - Wages: Forty (40) hours per week at his basic rate, less any applicable Canada Manpower payment

The registration fee and text books, if applicable, will also be paid by the Company.

Employees who are within travel distance of the training site will receive travel cost reimbursement for mileage in excess of their normal travel distance to and from the Smelter at the applicable Company rate, less any applicable Canada Manpower payment.

The minimum number of employees to participate in Block Release Training is shown in Appendix "B" of this Agreement. While an employee is on Block Release Training, he will be deducted his regular Union dues as per Section 21.01 of this Agreement.

- (e) The Company will meet with two representatives of the Union when necessary, to discuss and explain any situations arising from the administration of the programme. If required the employee concerned can be present.
- (f) Employees attending courses will not be required to report for work at the Smelter in order to maintain their earnings in the event of a closure of the school due to inclement weather or holiday recognized by the school.

- (h) Existing trade employees, as of March 1, 1997, who are already qualified or will qualify under the 1994 standards are eligible to enter the Company's trades training program provided their qualifications are current or can be recertified by the Department of Labour, Apprenticeship Branch. When such employee needs to be recertified, the Company will support the rectification process by providing a letter to the Department of Labour indicating that the employee is the successful applicant under sections 9.06(a) or 9.06(b) and will be granted a position in the Company's trades training program provided he is recertified.
- (i) The Company and the Union recognize that the continued improvement and upgrading of trades is necessary to keep pace with rapid changes in technology and the workplace. Thus the Company will continue its trades training program to upgrade the skills and knowledge of existing employees.

Although tradesmen are usually assigned tasks related to their trade, they also work in teams with other trades to help each other reduce delays in completing required work. A tradesman working alone or in a team performs any trade-related task for which he has the knowledge and ability to do safely.

The Company will provide opportunities for trades employees to receive site-specific and certified training so that they can become more effective tradesmen.

Therefore, a Joint Trades Training Committee consisting of three (3) employees appointed by the Union and three (3) persons appointed by the Company will be established.

The role of the Committee will be:

- to study and evaluate the various training programmes and make the appropriate recommendations;
- to recommend priorities with regard to specific programme implementation;
- to consider appropriate training methods;
- to explore internal resources in order to provide training;
- to support existing programmes which will improve basic skills such as reading, writing and mathematics;
- to be made aware of various government programmes.

Selection of participants for all training programmes shall be according to seniority, in accordance with the Joint Committee's recommendations.

Employees who are unable to complete their training or who have not yet completed their training will be considered to possess the full qualifications of their existing trade. In the event of layoffs or recalls seniority within the employee's existing trade shall be applied.

Production Training

9.12 The Company and the Union recognizes that mutual benefits can be derived from a production workforce that is well trained. Therefore the Company and the Union will continue to support a Production Training Committee which has a mandate to recommend ways in which production training can be improved on a continuous basis.

The Company shall provide training to employees, on-the-job, by seniority, on their shift, in their respective units, in order to provide for Company needs and to prepare employees for future advancement or displacement.

When required training shall be delivered in the following order:

- 1) Company priority
- 2) Retraining priority
- 3) Employee preference

Procedures for Production Training:

- 1) Each employee shall be asked for his #1 Training preference.
- 2) The Company shall identify production requirements in order of importance on a quarterly basis, on each shift, in each unit. In identifying its requirements, the Company will first consult the training committee. The Company will then determine, for each shift, in each unit, the minimum number of jobs that each employee needs to be trained on to allow coverage and inform the training committee.
- 3) Senior employees on each shift will be asked if they want to be trained on any of these priorities, subject to the minimum number of jobs that each employee needs to be trained on, as determined in item 2 above.
- 4) Training shall be done in cycles. Cycles means a full round of the shift complement. Once an employee accepts training his name goes to the bottom of the production training list. Training shall continue until the completion of the established program.
- 5) If the Company's priority includes an employee's preference, such employee will not be disqualified if he already accepted training in the shift cycle, subject to item 2 above.

For the purposes of 9.06 the only training recognized will be through the official training program.

Tool Allowance

9.13 Each employee in a trade is required to have the tools as specified by the Company for that particular trade. The Company may up-date this list as conditions change. In order to offset the cost of this requirement, the Company will pay each employee in a trade, on May 1st of each year, twenty percent (20%) of the value of tools as determined by the Company specified on the list of tools on each May 1st.

To be eligible for the tool allowance, an employee must have been employed by the Company in the trade for a minimum of three (3) months and have worked for at least one day in the trade during the twelve months prior to each May 1st of each year and must possess the tools required at the appropriate stage of training.

Employees who are not able to meet the requirements due to union activities will be considered as being employed in their trade and will be eligible for payment.

Employees retiring between the period of October 1st and April 30th of each year will be eligible for payment.

The Company will continue its practice of allowing the purchase of tools through payroll deduction by instalment plan if requested by an employee. Instalments shall be twenty-five (25) dollars per week. Effective May 1st of every year any outstanding debt will be applied to the tool allowance payment.

ARTICLE 10

Leave of Absence

10.01 (a) An employee shall be granted a leave of absence without pay for proper reasons at the discretion of the Company upon application by the employee in writing to his immediate Foreman or Supervisor. When an employee is absent because of a sickness, accident, vacation or authorized leave of absence, he will continue to accumulate seniority.

(b) The Company will grant a leave of absence without pay to an employee who wishes to increase his knowledge by following an approved educational training course. Such employee will be allowed the necessary time off to complete such course up to a maximum of five (5) school years. Not more than three (3) employees will be granted such leave of absence at any one time.

Such employee will notify the Company of his intentions to utilize this clause as soon in advance as possible. The Union will be notified of all approved education leaves. Upon returning to work, the employee will return to his former job.

Temporary vacancies which arise following application of this section will be posted in accordance with Section 9.06(b).

- 10.02 (a) An employee who has been elected or appointed by the Union to attend Union conventions, courses or conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the name(s) of the delegate(s) and request leave of absence in writing at least two (2) weeks in advance. Six (6) employees at any one time may be granted such a leave of absence.
- (b) Shop Stewards and Committee members shall be granted a leave of absence without pay to attend Union courses. The Union will inform the Company of the names of the employees and request a leave of absence in writing at least two (2) weeks in advance.
- (c) Under exceptional circumstances, the two (2) weeks notice may be waived provided overtime does not result due to changes of schedule as provided by Section 13.04.
- (d) Any leave of absence referred to in Section 10.02 will be granted, provided such employee(s) can be spared.
- 10.03 The Company will grant an employee a leave of absence without pay for one (1) year of work in an official capacity for the Local or International Union or Labour organization. The employee and the Union must request the leave in writing. This leave may be extended for additional one (1) year periods upon request in writing from the Union. Not more than one (1) employee may be absent on such a leave at any one time.

Funeral Leave

- 10.04 On the death of a member of an employee's immediate family the Company will grant a leave of absence as follows:
- a) Five (5) days on the death of an employee's wife, child, husband, father or mother.
 - b) Four (4) days on the death of an employee's mother-in-law, father-in-law, brother, sister and grandchild.
 - c) Three (3) days on the death of an employee's brother-in-law, sister-in-law, daughter-in-law or son-in-law.
 - d) One (1) day on the death of an employee's grandparent,

The leave must be taken within eight (8) days from the date of death. Vacation or Statutory Holidays shall be excluded from the eight day calculation. If he would otherwise have been required to work on one (1) or more of the said days the employee will be paid eight (8) hours for such day(s) at his regular basic hourly rate. The Company may require evidence of an employee's entitlement to pay under this section.

Jury Duty

- 10.05 When an employee is required to report and / or serve as a juror or as a subpoenaed witness, the Company will pay the difference between the employee's wages at his regular basic rate had he been working and any amount received while serving on jury duty or as a subpoenaed witness.

Reporting for Work

- 10.06 An employee desiring to return to work after an unauthorized absence must give at least twelve (12) hours notice, by notifying the Security Guard at the Company Gatehouse, of his intention, at which time he shall be told if and when to return. An authorized leave of absence is one in which permission has been given by the employee's Supervisor or failing that any other senior Supervisor in his Department.
- 10.07 An employee who is not able to report for work must advise the Company by calling the Security Guard at the Company Gatehouse at least two (2) hours before the beginning of the afternoon and night shift, and at least (1) hour before the beginning of day shift. This notice by the employee will be recorded on the Company computer system which will indicate the time of the employee's phone call and the reason(s) given by the employee for not being able to present himself at work and the date of return to work. If it is impossible to advise the Company as above-mentioned, the employee concerned must give the Company a satisfactory reason for his failure to phone and/or failure to report for work in order to decide, subject to the grievance procedure, if this absence should be considered as authorized.
- 10.08 When an employee is returning to work after an absence of more than three (3) days due to illness or an accident, he will be allowed to return to his regular job upon presentation of a medical certificate signed by a medical doctor subject to an examination by the Company's occupational health physician at the earliest opportunity.
- An employee absent, three (3) days or less, will be allowed to return to work subject to an examination by the Company's occupational health physician at the earliest opportunity.

Maternity Leave

- 10.09 Maternity leave shall be granted in accordance with the Employment Standards Act, and subject to the following provisions:
- The written request for leave must be made at least four (4) weeks prior to the start of the leave and must be accompanied by a certificate from a legally qualified medical or nurse practitioner stating that the employee is pregnant and specifying the expected date of birth.

Pregnancy leave without pay shall be seventeen (17) weeks in duration, or the maximum allowed under the employment Insurance Act, or such shorter period as the employee requests, and can commence eleven (11) weeks before the specified date of delivery.

An employee returning after a maternity leave must provide a certificate from her doctor stating that she can resume work.

Parental Leave (Child Care)

10.10 Parental leave or child care leave shall be granted in accordance with the Employment Standards act, and subject to the following provisions:

The Company shall, upon request grant an employee who is the natural parent of a newborn or unborn child, or who is adopting or has adopted a child:

- a) a leave of absence of one (1) day with pay for the birth or adoption of a child;
- b) a leave of absence without pay of thirty-seven (37) consecutive weeks or the maximum allowed under the Employment Insurance Act or such shorter period as the employee requests.

The employee requesting to take parental leave shall give four (4) weeks written notice of the commencement date and duration of the leave. A leave of absence granted under paragraph b) above shall commence not earlier than the date on which the newborn or adopted child came into the employees care and custody and end not later than fifty-two (52) weeks after that date.

ARTICLE 11

Health, Safety, Hygiene and Environment

11.01 The Company and the Union recognize the benefits to be derived from a healthy and safe place of employment, and also the responsibility placed solely on the Company by the Occupational Health and Safety Act and other applicable legislation. It is agreed that the Company and the employees, Union stewards and Officers, and all levels of supervision will cooperate fully to ensure the health and safety of employees and to ensure compliance with applicable Acts, Policies and Procedures.

The Company will maintain a clean, safe and healthy workplace.

11.02 (a) When an employee reaches the agreed upon relocation level he will be removed from any area where the exposure levels to the substances of concern are not consistent with the limitations placed upon him by the medical findings, as confirmed and supplemented by sampling data obtained through a regular programme of personal and area monitoring. Relocated employees will work in their existing job only in those areas where the exposures to the substances of

concern do not exceed the recommended exposure levels as described in Section 11.02(d) and subject to Section 11.02(h).

- (b) If a relocated employee cannot work in his existing job in accordance with Section 11.02 (a), or if he is removed because of an injury at work or an occupational disease, he will be assigned modified work if it is available and if it is consistent with the opinion of a physician. A relocated employee who remains at work under Section 11.02 (a) or (b) will continue to receive his rate for the job he was performing at the time he becomes relocated or accepts modified work. A relocated employee who does not remain at work under Section 11.02 (a) or (b) will be assisted by the Company in the completion of a claim for Workers' Compensation benefits.
- (c) An employee's relocation status will be lifted and he will return to his former job when he has reached the agreed upon re-entry level for the substance(s) in question and where the Company's occupational health physician confirms the employee's fitness to return to his former job.
- (d) Applicable exposure levels (TLV's) shall be defined as those recommended for use by the New Brunswick Occupational Health and Safety Commission, for both eight-hour and compressed work week occupations.
- (e) An employee on relocation or who is removed from his job because of an injury at work or an occupational disease, who becomes a successful applicant under Section 9.06 (a) and (b) shall be paid the rate of the new job from the date the job was awarded to him without due regard to his condition, provided he has the skill, knowledge and ability to do the job concerned. Employees who have changed departments due to the application of article 12.01 and wish to apply on postings within their original department (department in which article 12.01 was applied) under article 9.06 (b), shall be considered to be within their original department. However, this provision does not take away his rights involving job postings within his new department.
- (f) It is the Company's intention to maintain and operate the spray wash from May 1 to October 31 every year on a 24 hour-a-day basis.
- (g) Employees will not be required to sweep floors in any area on the property.
- (h) Action, Relocation and Re-entry protocols shall be those officially agreed upon by the Medical Peer Panel. Employees at the Action Level shall not be permitted to work overtime, except in cases where the employee is required to attend a meeting/training outside the plant and is not required to wear his work clothes.
- (i) Each employee will undergo a periodic medical examination in accordance with agreed protocols by the Company's occupational health physician during working hours without loss of pay.

Retired employees and employees who have left the employment of the Company shall have access to biological monitoring.

Upon the employee's signed authorization, he will be given the results of all medical tests performed by the Medical Centre in writing.

Upon the employee's signed authorization, the results of any medical tests will be forwarded to the employee's family doctor. In cases of work related health problems, should the occupational health physician refer the employee for further medical tests, procedures or examinations, the personal expenses associated with these tests, procedures or examinations incurred by the employee shall be paid by the Company upon submission of valid receipts or invoices. In cases of non-work related illnesses, the personal expenses associated with these tests, procedures or examinations incurred by the employee will not be paid by the company.

- (j) Each employee shall take a shower before leaving the plant after work. For this purpose the Company will pay an equivalent 15 minutes at straight time conditional on an employee actually taking a shower. This 15 minute payment for showering will not contribute to any computation involving hours of work and will not be credited to the Trades Training programme.
- (k) Crew or shift health and safety meetings will be held on a regular monthly basis. Copies of the minutes of these meetings will be available on the Company computer system.
- (l) Because the wearing of safety glasses is compulsory the Company will provide approved prescription safety glasses for all active employees who may need them for work. For students, the Company will provide one (1) pair of approved prescription safety glasses regardless of their number of work terms.

In order to provide employees with adequate eye protection while performing their duties, the Company will replace an employee's glasses when they are deemed to be in unsatisfactory condition.

- (m) The Company will provide every employee with two (2) pairs of work pants and two (2) work shirts, once per year. This clothing will be acid resistant for permanent acid plant employees including the regular plant engineering department employees assigned to the acid plant.

These work clothes will be laundered by the Company.

In order to provide employees with adequate foot protection while performing their duties, the Company will supply the first pair of work boots and will replace an employee's work boots when they are deemed to be in unsatisfactory condition.

11.03

A Joint Health and Safety Committee composed of a maximum of four **(4)** representatives of the Company and a maximum of four **(4)** employees selected by the Union will meet at least once a month. The meeting will include an inspection of an area of the plant or an operation, in order to recommend constructive and corrective action to remove hazards.

The duties of this Committee shall include:

- a) the receipt, consideration and disposition of complaints regarding the Health and Safety of the employees.
- b) ensuring that all requirements under the WHMIS legislation are in place and maintained. WHMIS information pertaining to the applicable substances shall be made available to an employee's personal physician, upon request, and to local hospitals and clinics.
- c) the establishment and promotion of Health and Safety programmes for the education and information of the employees.
- d) the maintenance of records in connection with the receipt and disposition of complaints and other matters relating to Health and Safety.
- e) the investigation of those accidents which result in, or could have resulted in, serious injury to an employee.
- f) make recommendations for the establishment and enforcement of policies and procedures involving Health and Safety practices.
- g) participate in the identification and control of health and safety hazards in the workplace.
- h) inform employees and the Company of existing or potential hazards and of the nature of the risks to their health and safety.
- i) obtain information from the Company respecting the identification of existing or potential hazards or conditions, tools, equipment, devices and machines at the workplace.
- j) participate in all inspections, inquiries and investigations concerning the health and safety of employees.
- k) perform any other duties that may be assigned to the Committee by agreement between the Union and the Company, or by the Commission.

Copies of the minutes of the Departmental Health and Safety meetings shall be forwarded to the Committee.

When new equipment or processes are introduced the Company will train members of the Joint Health and Safety Committee in the safe operation of the equipment or process.

11.04

Should an accident occur which results in or could have resulted in a serious injury to an employee, the co-chairmen of the Joint Health and Safety Committee or their designates and if required another employee working in the area and a Company representative will be allowed to visit the scene of the accident and to question any eye witness of the accident. The co-chairmen of the Joint Health and Safety Committee or their designates will be informed at the time of the incident.

If reasonable, and necessary, a Union representative of the Health and Safety Committee accompanied by a representative of the Company will be allowed to interview the employee at the hospital.

If an employee sustains an injury at work, is relocated or becomes affected by an occupational disease as a result of any Smelter work, the Company will help the employee in writing up any required report. Upon request of the employee, a Union representative may be present if available.

The employee will be given a copy of the completed report.

The Co-chairman of the Joint Health & Safety Committee will also receive a copy.

11.05 (a) An employee or group of employees may refuse to do any particular job or series of jobs at his (their) place of employment where he (they) believes that the job or series of jobs is (or are) dangerous to his (their) health or safety.

(b) Upon refusing to work or do a particular job, the employee(s) shall immediately report the circumstances of his (their) refusal to his (their) supervisor(s) who shall forthwith investigate the report in the presence of the employee(s). The employee(s) will have a shop steward if he(they) so desire.

(c) Failing satisfactory settlement as referred to in (b) above, two (2) representatives of the Health and Safety Committee (one from the Union and one from the Company) will investigate the report.

No other employee will be assigned to the job concerned before it has been investigated by the two Health and Safety members and only after the employee assigned has been advised of the work refusal.

(d) Failing satisfactory correction of the problem, the matter in question shall be investigated by the Joint Health and Safety Committee.

(e) Failing satisfactory correction of the problem, a Commission Inspector will be called and his decision will be final and binding upon the parties.

(9) No employee(s) shall be disciplined by reason of the fact alone that he has refused to act as set out above.

It is also generally understood that temporary assignment to alternative work at no loss of pay to the employee(s) until the matter is resolved shall be deemed not to constitute disciplinary action.

(g) Employees involved in work refusals shall be informed of the final settlement.

Worker's' Compensation

11.06 (a) If an employee sustains an injury at work, is relocated or is affected by an occupational disease as a result of any Smelter work, the Company will help him to complete any required form for the Workplace Health, Safety and

Compensation Commission of New Brunswick. Upon request of the employee, a Union representative may be present if available.

The employee will be given a copy of the completed report.

The Co-chairman of the Joint Health & Safety Committee and Chairman of the Compensation Committee will also receive a copy.

- (b) In the event that approved Worker's Compensation benefit payments, approved by the Board, are unduly delayed (at least fourteen (14) days), the Company agrees to advance monies, if requested by the employee, against such benefit payments. However, consideration will be given by the Company in circumstances where an employee requires an advance within the fourteen (14) day period.
- (c) The Company will advise the Union when an employee's compensation claim is contested.
- (d) An employee who sustains an injury at work, is relocated or is affected by an occupational disease as a result of any Smelter work, which renders him unable to pursue his work, shall receive the pay he would have normally earned for the day of the incident had he not been injured, including any applicable overtime.

ARTICLE 12

Disabled Employees

- 12.01 If an employee has a disability with permanent restrictions due to an injury at work or due to an occupational disease and is unable to return to his regular job as confirmed by a medical assessment by the Company occupational health physician, he shall have preferential rights to displace according to Section 9.04 (a) in any department an employee who has less seniority provided that he has the skill, knowledge, ability and physical fitness to do the job concerned.
If the disabled employee cannot fill a regular job, then every reasonable effort will be made by the company to provide meaningful work, suitable to his condition.
- 12.02 Any employee who returns to work in accordance with the provisions of Section 12.01 and is unable to perform his previous permanent job shall receive the higher of his rate or the rate of the job he displaces.
- 12.03 If an employee has a disability with permanent restrictions due to an injury away from work and is unable to return to his regular job as confirmed by a medical assessment by the Company occupational health physician, he shall have the right to displace according to Section 9.04 (a) an employee who has less seniority provided that he has the skill, knowledge, ability and physical fitness to do the job concerned.

The affected employee will receive the rate of the job he fills.

ARTICLE 13

Hours of Work

- 13.01 Nothing in this Article is a guarantee of hours of work.
- 13.02 A day is a twenty-four (24) hour period beginning with the start of the employee's regular shift. An employee's basic work day is eight **(8)** consecutive hours of work in such twenty-four (24) hour period, broken only by the lunch or break period provided for in Section 13.05.
- The normal 5A shift schedule is 8:00 a.m. to 4:00 p.m. each day, from Monday to Friday inclusively.
- When the Company establishes a new regular shift, it will notify the Union in writing in advance of implementing such shift.
No shift schedule will require an employee to work a combination of shifts in one week except as required by the continuous shift schedule or due to a transfer to or from any established work week schedule.
- 13.03 A week is seven (7) days beginning on Sunday at 12.01 a.m. The normal work week is forty (40) hours within this period.
- 13.04 Changes in schedule shall be posted no later than one hundred and twenty (120) hours prior to the change otherwise overtime will apply for the first non-scheduled shift as long as the overtime clause does not apply for that shift.
- 13.05 Each employee will be entitled to a thirty (30) minute lunch period on Company time and one break of fifteen (15) minutes to be taken according to production requirements, towards the middle of the first half of the shift.
- However, it is recognized that due to the nature of the work or because of unforeseen circumstances some employees shall be required to continue all necessary supervision of machinery and maintenance of services.
- The lunch period for an employee on non-continuous operations will be one-half ($\frac{1}{2}$) hour on Company time to be taken between the fourth and fifth hour after the start time. In any event the lunch period of an employee shall not be more than five (5) hours after the start of his shift.

ARTICLE 14

Overtime

- 14.01 The Company shall pay an employee one and one-half (1½) times his basic rate:
- a) For all hours worked by an employee in excess of his regular shift.

- b) For all hours worked by an employee in a week in excess of forty (40) hours in his scheduled five (5) day work week, or
- c) For all hours worked by an employee on any of his scheduled days off.

14.02 Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1½) times his basic rate, except as specified in Article 18.05.

14.03 (a) When overtime work is required immediately following the shift, the Company will give preference to the employee actually performing the job at the end of the shift (man on the job), provided he had been working in that job for a minimum of thirty (30) minutes immediately preceding the start of the overtime, according to the following table:

	Job Being Performed	Employee in Job	Preference for Overtime at end of Shift
Production	5A	5A	Man on the job
	5A	CWW	5A
	CWW	5A	CWW
Trades	5A	5A	Man on the job
	5A	CWW	Man on the job
	CWW	5A	Man on the job

- (a-a) Except in urgent situations (such as danger to the life, health and safety of employees or of other people, immediate danger to the environment or risk of damage to Company property) no employee will be permitted to work in excess of sixteen (16) hours in a twenty-four (24) hour period.
- (b) An employee will not be required to work in excess of sixteen (16) hours overtime in any given week except in cases when another qualified employee is not available. An employee will not be obliged to work overtime on his regular days off.
- (c) The Company will maintain an up-to-date computer list showing overtime worked during the previous twelve (12) months and the previous month. The lists shall be posted on or before the 21st of each month and shall be the only one used. Premium payments for statutory holidays, change of shift schedule, safety meetings and short changes of shift shall not be counted as overtime.

Overtime refused shall be counted as overtime worked.

The Company will provide a computerized overtime board in each department for production and each crew for trades. Eight (8) hour shift employees will indicate their availability to work overtime by using this board. Access to this board will be removed at 1:00 p.m. daily and will finalize the assignment of overtime until the start of the next regular working day.

Production employees, including labour pool employees, will be asked to work overtime by the following procedure:

- 1 Exhaust the 5A overtime board of the unit by calling the permanent employees first and then labour pool employees.
2. Exhaust the 12 hour shift overtime board of the unit by calling the permanent employees first and then labour pool employees.
3. Exhaust the plant master list of employees who have signed the production overtime boards by calling the permanent employees first and then labour pool employees.

If overtime work is required, the qualified employee with the least overtime year-to-date who has indicated his availability to work overtime shall be first asked to work the overtime, subject to Sections 14.03 (a) and (a-a). Should he refuse, then other qualified employees who have indicated their availability for overtime will be asked in order of increasing year-to-date overtime.

Trades employees will be asked to work overtime by the following procedure:

- 1 When overtime work is required within a trade for eight **(8)** hour shift employees the computerized overtime board for the trade within that crew shall be utilized first.
2. If no employee for the trade required has indicated his availability or if additional trade employees are required for eight (8) hour shift work, the request shall come from an eight hour master list within the trade.
3. Should employees still be required after using the master list within the eight (8) hour shift, the master list for the twelve (12) hour shift within the trade will be used.

If other requirements for overtime are determined at different times during the shift, qualified employees on the computerized overtime board will again be called in order of increasing year-to-date overtime beginning with the qualified employee with the lowest year-to-date overtime.

If overtime is assigned contrary to the provisions of Section 14.03 the affected employees will be given the opportunity to work an equal amount of overtime hours at a time mutually agreeable to the employee and his foreman. Work assigned under this provision will not interfere with the rights of any employee

who has indicated his availability under this section. This overtime will be worked within sixty (60) days from the time the employee is successful in acquiring the right to the overtime assignments.

- (d) When an employee is called for overtime work, the request will be made by telephone to the number given to the Company by the employee. A record will be kept of all such calls. The Company will have an automatic system to record the actual number dialed, date and time.

14.04 Any overtime work occasioned by employees who mutually agree, and with the approval of their Department Head, to exchange shifts for day off purposes shall be paid for at the basic hourly rate of each employee concerned. The Company will not be responsible for problems arising from such exchanging of shifts.

14.05 If an employee is required to work overtime in excess of his regular shift, he will be given a choice between a meal or a ten dollar (\$10) voucher. This will become effective after one (1) hour of unscheduled overtime and every four (4) hours thereafter.

14.06 Subject to section 14.03 (a-a), if an employee is required to work in excess of sixteen (16) hours he shall not be required to work before eight (8) hours have elapsed and where he returns to work at the end of the eight (8) hour period, and completes his next regular shift, he will receive eight (8) hours pay at his regular rate regardless of the hours worked.

Where such employee works nineteen (19) hours or more and as a result his next regular shift will start less than five (5) hours from when he finishes the overtime, he will not be required to work that next shift and will be paid for it at eight (8) hours times the hourly rate which would have been applicable.

14.07 The Company will provide transportation to regular weekly residence to employees who have no means of transportation after unscheduled overtime only. Unscheduled overtime is overtime which is not known before the employee arrives on the property to begin his shift.

ARTICLE 15

Shift Premiums

15.01 A shift premium of fifty-five cents (55¢) will be paid for each hour actually worked on afternoon shift and sixty-five cents (65¢) for each hour actually worked on night shift. An afternoon shift is one which commences between 4:00 p.m. and midnight and a night shift is one which commences between midnight and 8:00 a.m. Shift premiums will not be paid for the hours an employee works at overtime rate.

Sunday Premiums

- 15.02 In addition to any straight time and/or overtime payments to which an employee may be entitled under the provisions of this Agreement for work done on Sunday, an employee shall be paid one half ($\frac{1}{2}$) his basic hourly rate for each hour actually worked by him between 12.01 a.m. Sunday until midnight the same day.

ARTICLE 16

Reporting Allowance

- 16.01 If the work for which the employee was scheduled to report is not available or if there is no substitute work for him which is within his reasonable capacity to perform he shall be paid nevertheless for four **(4)** hours of work. The rate of pay will be the basic rate for the job he was scheduled to report on plus any premium that applied. The Company shall not be liable for reporting allowance if it has notified the employee not to report for work at least eight **(8)** hours in advance of his scheduled reporting time.
- 16.02 A message left by telephone, at the number given to the Company by the employee, will be deemed sufficient notification under Section 16.01 if the Company is unable to notify the employee personally.

ARTICLE 17

Emergency Call-Out Pay

- 17.01 An employee who is called for work after entering the gatehouse upon completion of his regular scheduled shift shall be given four **(4)** hours pay at one and one-half (1%) times his basic rate without being required to work the full period. If an employee is required to work in excess of four **(4)** hours, he will thereafter be paid at the rate of one and one-half (1%) times his basic rate until he completes his assignment or until the commencement of his next shift, whichever shall first occur.

An employee who is called out to perform work between the hours of 12:00 midnight and 5:00 am will not be required to report for his normally scheduled shift until he has rested for a minimum of eight **(8)** hours. The employee will not lose any time or pay because of this provision.

ARTICLE 18

Paid Holidays

18.01 The following shall be considered as paid holidays for all employees whether worked or not:

- 1 - New Year's Day
- 2 - Good Friday
- 3 - Victoria Day
- 4 - Canada Day
- 5 - The First Monday in August
- 6 - Labour Day
- 7 - Thanksgiving Day
- 8 - Remembrance Day
- 9 - Christmas Day
- 10 - Boxing Day

18.02 An employee, excluding a student, in each twelve (12) month period from January 1st in each year shall receive two (2) floating holidays to be taken as follows:

- a) at any time mutually agreeable to the Company and the employee, or
- b) if requested prior to Wednesday of one week, on any day in the following week unless another employee in the crew has previously been granted a floating holiday that day. No request for a floating holiday will be approved prior to thirty (30) days before the floating holiday.
- c) all floaters must be taken within the calendar year.
- d) on the 30th of September of each year, the Company will post in each department a list of those employees who still have floaters outstanding. Employees who, on October 31st, have not advised the Company of the dates they wish to take their floaters, will be notified that floaters must be taken before January 1st.

In order to qualify for payment of the "floating holiday", the employee must have completed his probationary period and have worked one (1) day or more in the calendar year.

18.03 All holidays shall begin at 12:01 a.m. on the holiday and continue until midnight the same day.

18.04 Subject to Section 18.06 each employee shall receive his basic rate for eight (8) hours for each of the above holidays. However, if such employee is required to work beyond eight (8) hours on the holiday he shall receive his basic rate for an equivalent number of hours in addition to the pay to which he is entitled under Section 18.05.

18.05 An employee required to work on any of the holidays referred to in Section 18.01 shall be paid ~~two~~ (2) times his regular hourly rate, plus applicable shift premiums, in addition to his holiday pay.

18.06 In order to qualify for payment for the above holidays, referred to in Section 18.01, the employee must have completed his probationary period and must have worked on the holiday if this day fell on his regular scheduled shift and on his last scheduled shift immediately before and on his first scheduled shift immediately following, if required to work on any of these days; exceptions to this being an absence due to vacation, death in the immediate family, proven illness, jury duty. While an employee is absent for a period of more than one (1) year, he will not be eligible for holidays nor receive pay in lieu. In case of layoff, an employee will be paid only for the holiday which may fall within twenty (20) calendar days following his last day worked. In case of layoff of more than thirty (30) days, an employee will not be paid for a holiday referred to in Section 18.01 during that lay-off period.

18.07 When a paid holiday falls within the vacation period of an employee, or when an employee is receiving benefits under the Company Insurance Plans or the WHSCC, he shall in lieu of such paid holiday receive an additional day's vacation with Statutory Holiday pay for such day. Such additional day's vacation will be taken immediately preceding or immediately following the employee's vacation, subject to mutual agreement. However, the Company may allow this day to be taken as an additional banked holiday.

If an employee is required to work on statutory holidays, he shall be given the option to add the hours paid for such holidays to his annual vacations or as additional banked holidays. Such employee will receive ~~two~~ times his regular hourly rate for the hours worked on the holiday according to Section 18.05 and the payment of the holiday pay will be delayed until he actually takes his annual vacations or banked holiday. The written request to bank a holiday must be given by the employee to his Supervisor at least two (2) scheduled work shifts prior to the holiday concerned.

Banked Holidays shall be taken as follow:

- a) at any time mutually agreeable to the Company and the employee, or
- b) if requested prior to Wednesday of one week, on any day in the following week unless another employee in the crew has previously been granted a floating holiday or a banked holiday for that day. No request for a banked holiday will be approved prior to thirty (30) days before the banked holiday.
- c) a request for a floating holiday (subject to article 18.02) shall be given priority over a request for a banked holiday.

ARTICLE 19

Vacation

- 19.01 (a) Every employee, who on June 30, September 30 or December 31, of any year, has been in the continuous service of the Company for:
1. Less than one (1) year, shall be entitled to a vacation of one (1) day per month of continuous service up to a maximum of ten (10) days with pay at the rate of four and one half percent (4.5%) of his earnings for the period of continuous service from the date of last hiring up to June 30, September 30, December 31; or
 2. One (1) year but less than four (**4**) years, shall be entitled to a vacation of two (2) calendar weeks, with pay at the rate of four and one half percent (**4.5%**) of his earnings for the twelve (12) months ending June 30, September 30, December 31; or
 3. Four (**4**) years but less than nine (9) years, shall be entitled to a vacation of three (3) calendar weeks, with pay at the rate of six and three quarter percent (6.75%) of his earnings for the twelve (12) months ending June 30, September 30, December 31; or
 4. Nine (9) years but less than eighteen (18), shall be entitled to a vacation of four (**4**) calendar weeks, with pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending June 30, September 30, December 31; or
 5. Eighteen (18) years but less than twenty-six (26) years, shall be entitled to a vacation of five (5) calendar weeks, with pay at the rate of eleven and three quarter percent (11.75%) of his earnings for the twelve (12) months ending June 30, September 30, December 31; or
 6. Twenty-six (26) years or more, shall be entitled to a vacation of six (6) calendar weeks, with pay at the rate of thirteen and one half percent (13.5%) of his earnings for the twelve (12) months ending June 30, September 30, December 31.

For the purpose of vacation pay calculation, the vacation pay of the previous year will be included in the employee's earnings.

- (b) An employee leaving the service of the Company will be entitled to the vacation pay due to him according to Section 19.01 (a).

Non Seasonal Employees Vacation

- 19.02 (a) Vacations will be offered in production departments by seniority, within each department and within each shift, subject to production requirements. In as much as reasonably possible, the Company will attempt to schedule vacations so that they will immediately follow or immediately precede the employee's normal weekly days off.
- (b) If an employee splits his vacation, he will be paid vacation pay for the periods he takes these vacations, and furthermore all employees at their request may divide one (1) week of vacation time (40) hours on a day-to-day basis, to be taken as follows:
- (1) at any time mutually agreeable to the Company and the employee, or
 - (2) if requested prior to Wednesday of one week , on any day in the following week, unless the maximum allowable number of employees in the crew have previously been granted vacation that day. No request for split week vacation will be approved prior to thirty (30) days before the day requested.

- (c) For the employees who have not taken their annual vacation the Company will post vacation schedules on or before April 1st. This schedule is to include the last three (3) months of the previous vacation schedule. This schedule will be removed on April 15th.

For those employees who have posted their vacation during the period of April 1st to April 15th, this schedule will be finalized by April 30th.

Those employees who have not posted their vacation during the period of April 1st to April 15th will not be entitled to exercise their seniority rights for posting for vacation, except in cases specified in 19.02 (d). They will have to indicate when they wish to take their vacation before March 15th of the following year.

If an employee has not indicated his wishes by March 15th, he will be advised by posting that he must indicate his vacation wishes before March 30th otherwise, the Company will determine his vacation period.

Employees shall post their vacation in the department and on the shift they are on at the end of the posting period.

- (d) If employees are required to work during their vacation such vacation time will be rescheduled.

Any employee shall be allowed to cancel previously scheduled vacation by advising his supervisor 30 days prior to vacation to be cancelled.

Vacation can be cancelled with less than thirty (30) days notice in case of illness, injury of the employee, approved leave of absence, lay-off or rescheduling due to cancellations.

Employees will be informed of the vacation cancellation and given sufficient time to post in this opening. Selection shall be by seniority from within those who have indicated their desire for this time.

- (e) For scheduling purposes only, the vacation period is from July 1st to June 30th.
- (9) The Company shall not oblige any employee to take his vacation during a shutdown of operations except during the period June 15 to September 30.

The Company will permit employees with five (5) weeks and six (6) weeks vacation to save two (2) weeks vacation, and employees with three (3) weeks and four (4) weeks vacation to save one (1) week vacation for use outside the shutdown period.

If an employee requests vacation outside the period stated above, the Company will consider such request.

Should the Company require some employees to work during the shutdown, the work which has not been assigned to recalled employees will be offered to senior employees in the section, provided that these employees have already taken or plan to take their required amount of vacation

- (g) For the purpose of vacation scheduling within each trade, seniority shall prevail.

Vacation Pay when there is a Seasonal Shutdown

- 19.03 (a) Every seasonal employee, who on April 30th of any year, has been in the continuous service of the Company for:
1. Less than four (4) years, shall be entitled to a vacation pay at the rate of four and one half percent (4.5%) of his earnings for the twelve (12) months ending April 30th or
 2. Four (4) years but less than nine (9) years, shall be entitled to a vacation pay at the rate of six and three quarter percent (6.75%) of his earnings for the twelve (12) months ending April 30th or
 3. Nine (9) years but less than eighteen (18), shall be entitled to a vacation pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending April 30th or
 4. Eighteen (18) years but less than twenty-six (26) years, shall be entitled to a pay at the rate of eleven and three quarter percent (11.75%) of his earnings for the twelve (12) months ending April 30th or
 5. Twenty-six (26) years or more shall be entitled to a vacation pay at the rate of thirteen and one half percent (13.5%) of this earning for the twelve (12) months ending April 30th

- 19.03 (b) An employee leaving the service of the Company will be entitled to all monies owed to him according to Section 19.03 (a).
- 19.03 (c) Vacation monies will be paid out on May 1st on accumulated vacation monies from May 1st of the previous year to April 30th of the current year.
- 19.03 (d) Employees laid off during the seasonal shutdown will be entitled to only one (1) week vacation time. However, where an employee is scheduled to be laid off during the seasonal shutdown and is subsequently scheduled to work or is called in to work during the seasonal shutdown, he will be entitled to take time off for vacation for a period of time equivalent to his vacation entitlement under Section 19.01 (a) minus the period of time he was laid off.

If an employee wishes to take such time off, it can only be scheduled during operation time.

ARTICLE 20

Hourly Wages

- 20.01 Effective March 1, 2006 to February 28, 2007 the standard hourly rate for job class 1 will be increased by twenty-five cents (\$0.25) and the increment between the classes will be thirty three cents (\$0.33) establishing the following hourly wage rates:

Job Class	Basic Hourly Rate	Job Class	Basic Hourly Rate
1	\$18.64	11	\$21.94
2	18.97	12	22.27
3	19.30	13	22.60
4	19.63	14	22.93
5	19.96	15	23.26
6	20.29	16	23.59
7	20.62	17	23.92
8	20.95	18	24.25
9	21.28	19	24.58
10	21.61	20	24.91
		21	25.24
		22	25.57
		23	25.90

Effective March 1, 2007 to February 29, 2008 the standard hourly rate for job class 1 will be increased by twenty-five cents (\$0.25) and the increment between the classes will be thirty three cents (\$0.33) establishing the following hourly wage rates:

Job Class	Basic Hourly Rate	Job Class	Basic Hourly Rate
1	\$18.89	11	\$22.19
2	19.22	12	22.52
3	19.55	13	22.85
4	19.88	14	23.18
5	20.21	15	23.51
6	20.54	16	23.84
7	20.87	17	24.17
8	21.20	18	24.50
9	21.53	19	24.83
10	21.86	20	25.16
		21	25.49
		22	25.82
		23	26.15

Effective March 1, 2008 to February 28, 2009 the standard hourly rate for job class 1 will be increased by twenty-five cents (\$0.25) and the increment between the classes will be thirty three cents (\$0.33) establishing the following hourly wage rates:

Job Class	Basic Hourly Rate	Job Class	Basic Hourly Rate
1	\$19.14	11	\$22.44
2	19.47	12	22.77
3	19.80	13	23.10
4	20.13	14	23.43
5	20.46	15	23.76
6	20.79	16	24.09
7	21.12	17	24.42
8	21.45	18	24.75
9	21.78	19	25.08
10	22.11	20	25.41
		21	25.74
		22	26.07
		23	26.40

Effective March 1, 2009 to February 28, 2010 the standard hourly rate for job class 1 will be increased by twenty-five cents (\$0.25) and the increment between the classes will be thirty three cents (\$0.33) establishing the following hourly wage rates:

Job Class	Basic Hourly Rate	Job Class	Basic Hourly Rate
1	\$19.39	11	\$22.69
2	19.72	12	23.03
3	20.05	13	23.35
4	20.38	14	23.68
5	20.71	15	24.01
6	21.04	16	24.34
7	21.37	17	24.67
8	21.70	18	25.00
9	22.03	19	25.33
10	22.36	20	25.66
		21	25.99
		22	26.32
		23	26.65

Effective March 1, 2010 to February 28, 2011 the standard hourly rate for job class 1 will be increased by twenty-five cents (\$0.25) and the increment between the classes will be thirty three cents (\$0.33) establishing the following hourly wage rates:

Job Class	Basic Hourly Rate	Job Class	Basic Hourly Rate
1	\$19.64	11	\$22.94
2	19.97	12	23.27
3	20.30	13	23.60
4	20.63	14	23.93
5	20.96	15	24.26
6	21.29	16	24.59
7	21.62	17	24.92
8	21.95	18	25.25
9	22.28	19	25.58
10	22.61	20	25.91
		21	26.24
		22	26.57
		23	26.90

Cost of Living Allowance (Cola)

For the purpose of this Agreement:

- 20.02 (a) The Consumer Price Index means the Canada Consumer Price Index (1971 x 100) (C.P.I.) which is published each month by Statistics Canada, hereafter identified as C.P.I.
- (b) An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (**4%**) for the period January 2007 to January 2008, will be added to the basic hourly rate of a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2008.
- (c) An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (**4%**) for the period January 2008 to January 2009, will be added to the basic hourly rate of a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2009.
- (d) An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (**4%**) for the period January 2009 to January 2010, will be added to the basic hourly rate of a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2010.
- (e) An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (**4%**) for the period January 2010 to January 2011, will be added to the basic hourly rate of a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2011.
- (f) The actual date of such adjustment shall be the first pay period following the publication of the C.P.I.
- (g) In case Statistics Canada should not publish the appropriate C.P.I. before or at the beginning of the period mentioned in Section 20.02(b) and (c), any adjustment required by the appropriate index shall be in effect at the beginning of the pay period following its official publication.
- (h) The continuity of the COLA depends upon the availability of the Consumer Price Index which is published each month by Statistics Canada in its current format and on the same basis (1971 x 100), unless otherwise agreed upon by both parties.

Job Evaluation and Classification

20.03 All new or modified job descriptions will be reviewed by management with the Union executive prior to any evaluations.

A joint Job Evaluation Committee composed of three (3) representatives of the Union and three (3) representatives of the Company will meet to discuss the description and evaluate new or modified jobs according to the procedure as agreed between the Union and the Company.

For the purpose of job description, members of the Committee may visit the work area to familiarize themselves with the job in question. If the Committee so desires an employee and a Company representative who are familiar with the job or areas concerned may be requested to attend the meeting for the purpose of job description only.

For the purpose of evaluation, the Committee will continue to use the existing classification schedule. The Committee will use the list of jobs agreed as benchmarks by the Company and the Union. Benchmarks are used to ensure that proper relationships between jobs within the Company are maintained. This list may be modified by agreement between the parties.

When proper relationships do not exist between a new job and existing jobs at the Smelter then the Committee may also consider similar jobs within the industry. A rate, according to the Committee's evaluation will be assigned to new jobs following agreement by the Company and Union.

When re-evaluation results in a higher classification, such increase will be applied from the date the Company agreed to such re-evaluation. However, if the rate increase is due to a change in job description, the rate cannot be applied before the employee actually carries out the task that results in a higher classification.

In the event that the re-evaluation results in a lower classification the out-of-line differential will be reduced by an amount equal to the increase in the increment between job classes until such time as the agreed lower rate is reached.

If a disagreement is registered by the Union, the case shall be discussed at the second stage of the Grievance Procedure within the delays provided herein, and if necessary, the case shall be referred in accordance with Section 6.03. Pending the Arbitrator's decision, a rate determined by the Company will apply.

Technological Change Programme

20.04 For purposes of the programme, "technological change" means the automation of equipment, the mechanization or automation of operations, the replacement of equipment or machinery or process modifications due to technological development which results in the displacement of an employee from his regular job.

If the change in operation does not result in a reduction of employees working in the area where the change takes place, or if it results in job combination and new job classifications created, the employees who are performing these jobs shall have preference provided they meet the new job specifications. In such cases, the jobs involved will not be posted.

The displacement of an employee from his 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, fault of the employee, relocation or replacement of machinery or equipment which is not the direct result of a technological change in such machinery or equipment, strike, slowdown, breakdown, sabotage, or an Act of God.

(a) Prior Notice

The Company will notify the Union in writing at least four **(4)** months in advance of the proposed technological change and the notice shall indicate:

1. the nature of the change;
2. the date on which the change could take effect;
3. the number of employees who could be affected directly or indirectly;
4. the possible effects of the technological change on the employees concerned;
5. the names of the employees who may be eligible for pre-retirement as per Section 23.01.

During the notice period jobs vacated may be filled on a temporary basis if necessary.

(b) Company-Union Meetings

After notification of the proposed technological change, the Company and Union representatives will meet at a mutually agreed time for the purpose of discussing the probable effects of the technological change on the employees involved.

Other meetings if necessary will be held with the minimum delay prior to commencing the technological change to review the specific application of this programme for employees who may be eligible for assistance benefits.

(c) Eligibility

To be eligible for assistance benefits under this programme, an employee must:

1. Have completed his probationary period.
2. Be displaced from his regular job due to a technological change.

(d) Maintenance of Rate Benefit

An eligible employee will be entitled to have his basic hourly rate maintained at the hourly rate he was receiving at the time of his displacement; duration of the benefit period to be one (1) week for every six (6) weeks of service with the Company with a maximum benefit period of forty-eight (48) months.

(e) Displacement Procedure

When an employee is displaced from his regular job through the application of the technological change programme he will have the opportunity to:

1. Displace another employee according to Section 9.04 (a).
2. Be eligible for training on a production job provided he has the seniority to displace an employee in that job and provided that within that training period he can meet the job specifications and be trained to perform the job chosen.

The maximum training period allowable under this clause is six (6) months. After successful completion of the training programme and provided he fills the requirements for the job, he will displace the most junior employee in that job according to Section 9.04 (a).

(9) Severance Pay

If, as a result of a technological change, an employee loses his employment with the Company and provided he is eligible for benefits under this programme, he will be entitled, at the time of termination, to severance pay.

1. Two (2) weeks pay (eighty (80) hours at standard hourly rate) for each year of service completed at the Company since his last hiring, or
2. The benefit described in Article 23 (Voluntary Early Retirement Plan).

(g) Technological Change Account

The Company will establish a Technological Change Account which will be used to pay the costs of benefits as provided for in Section 20.04. At the end of each pay period, the Company will credit this account with two cents (2¢) for each hour worked by the Bargaining Unit employees during the said pay period to a maximum credit of thirty thousand dollars (\$30,000) per year. The Company will continue to credit the amount

mentioned above, subject to a maximum credit of two hundred and twenty five thousand dollars (\$225,000). If this amount should decrease the account will be credited again by the Company as mentioned above.

In January of each year, the Company will provide the Union with a statement showing the amounts credited, the amounts paid out and the net worth of the Technological Change Account.

Any benefit under this programme will be paid out of the Technological Change Account. In the event that the amounts indicated in the account are insufficient to provide full benefits for employees who are eligible for them at any point of time, a prorated indemnity or similar arrangement will be made by the parties.

- (h) This programme is subject to the grievance procedure and arbitration. On request from either party, the application and administration of this programme may be discussed.

ARTICLE 21

Union Security

- 21.01 1) The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly, basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 2) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be made out to the International Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and sent to United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the United Steelworkers, 236 St. George St., Suite 318, Moncton, NB E1C 1W1
- 3) The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in Article .02 in such form as shall be directed by the Union to the Company.

- 4) The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 5) The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

21.02 The Company agrees to provide to the International Union and the Local Union, on April 1, 2006, and every three (3) months thereafter, a hard copy and electronic disk listing of all the employees within the Bargaining Unit showing their last known mailing address, including their postal codes.

The Company agrees to provide to the International Union and the Local Union, within a period of three (3) months from the signing date of the Collective Agreement, a copy of the Collective Agreement on electronic disc.

ARTICLE 22

Notices

22.01 Any notice in writing which either party desires to give to the other shall be delivered personally or given by registered mail.

To the Company:

Falconbridge Limited
Brunswick Smelter
692 Main Street
Belledune,
Gloucester County,
New Brunswick,
E8G 2M1

To the Union:

The Secretary, Local 7085,
United Steelworkers
P.O. Box, 1003, Stn A
Belledune,
Restigouche County
New Brunswick,
E8G 2X9

22.02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

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

ARTICLE 23

Summary of Group Benefit Plans

23.01 (a) The plans consist of a Voluntary Early Retirement Plan, Pension Plan, Group Life Insurance Plan, Weekly Indemnity Benefit Plan, Long Term Disability Insurance Plan, Supplementary Health Plan and Dental Plan.

Voluntary Early Retirement Plan

1. This plan is in addition to, but not part of, the employees' pension plan.
2. In order to be eligible for the benefits in accordance with this plan, an employee must be at least sixty (60) years of age and have at least twenty (20) years of continuous service or must be at least fifty-eight (58) years of age and have at least thirty-two (32) years of continuous service.
3. An eligible employee may apply in writing to the Company for benefits under this plan.
4. (a) An employee who meets the above requirements is entitled to the following early retirement benefits:
 - i) An unreduced basic pension;
 - ii) A monthly bridge pension equal to the sum of (A) and (B) below:

(A) twenty one dollars (\$21) per month for each year of service; plus

(B) an amount, if positive, equal to one hundred and fifty dollars (\$150), less a reduction of the basic pension of 3% per year between early retirement age and age 65.

The bridge benefits equal to the sum of (A) and (B) above, will cease on the first of the month coincident with or next following attainment of age 65 or until the employee's death, whichever occurs first.

- iii) If the employee is under sixty (60) years of age at the time of retirement, he will receive a monthly annuity equal to seventy percent (70%) of the maximum monthly pension payable in the retirement year by Canada Pension Plan. This annuity will be paid beginning on the first day of the month following the early retirement and until the employee reaches the age of sixty (60) or until death, whichever of these two (2) dates comes first.

- (b) The particularities of this Voluntary Early Retirement Plan must comply with any fiscal and human rights laws as well as other applicable legislation.

5. Benefit Plans Coverage

The employee will continue to be covered by Supplementary Health, Dental and Life Insurance until age sixty-five (65). Benefits of the aforesaid plans are subject to the provisions of the Collective Agreement in effect at the time of retirement and as amended in subsequent negotiations, except that the coverage in accordance with the life insurance plan will be equal to the full basic coverage which will be reduced only when the employee reaches 65 years of age.

The Company will pay the total cost of these plans.

6. Miscellaneous

Benefits in accordance with this plan are in addition to the benefits provided for by the Canada Pension Plan and are not limited or reduced by the aforesaid benefits or the payment of benefits in accordance with the Unemployment Insurance Plan of Canada. However, an employee eligible for this plan will not be eligible for any benefits in accordance with the Weekly Indemnity Plan and the Long Term Disability Plan.

The cost of all the improved early retirement benefits will be incurred by the Company. If the employee satisfies all the eligibility requirements stated in paragraph 2 above, he may make a written request to the Company in order to receive the benefits of the present plan. Such a request by the employee will entail a voluntary separation. An eligible employee will retire the first of the month following the date the request has been accepted.

The present plan is only applicable to employees who meet the requirements during the life of this agreement.

Pension Plan

The Company shall amend the Pension Plan as follows:

Effective March 1, 2006 this plan will provide a pension at normal retirement age sixty-five (65) of forty-eight dollars (**\$48**) per month for each year of credited service after January 1, 1966.

Effective March 1, 2010, or at closure or downsizing, whichever comes first, this plan will provide a pension at normal retirement age sixty-five (65) of fifty-two dollars (\$52) per month for each year of credited service after January 1, 1966.

Under the Pension Plan, in all cases of early retirement (before sixty-five (65) years of age), the terms of the plan will apply with a reduction of one quarter of 1% (1/4 of 1%) for each month preceding the normal date of retirement. Payment of the reduced annuity will be effective on the date of retirement.

This pension benefit is in addition to benefits payable under Government pension plans.

The Company pays the full cost of this benefit.

Group Life insurance

The basic life coverage is fifty five thousand dollars (\$55,000) and in the case of accidental death and dismemberment, would be an additional fifty five thousand dollars (\$55,000).

An employee's basic life insurance coverage will be the amount in effect on the date the employee was last actively at work until the date of his return to full time active work.

Upon retirement or age sixty-five (65), whichever happens first, and each year thereafter, the employee's basic insurance will be reduced by twenty percent (20%), however a ten thousand dollars (\$10,000) coverage will be maintained for employees retiring after October 1, 1996.

The Company pays the full cost of the above benefits.

Weekly Indemnity Benefit Plan

For employees actively at work, five hundred and ninety dollars (\$590) effective March 1, 2006, six hundred dollars (\$600) effective March 1, 2007, six hundred and ten dollars (\$610) effective March 1, 2008 and six hundred and twenty dollars (\$620) effective March 1, 2009.

The benefit is payable for a single period of disability starting on the first day of an accident or hospitalization, and on the fourth day in the case of an illness, during a period of thirty-nine (39) weeks for a single period of disability.

This plan will be registered with the Unemployment Insurance Commission in accordance with paragraph 69 of the Unemployment Insurance Commission Act and any reduction paid in accordance with this act will belong entirely to the company in view of the other advantage awarded.

This benefit is not payable if the Workers' Compensation Act covers the disability.

A waiver of monthly premium will be granted for any period where an employee is eligible for benefits.

The Company pays 80% of the cost of the Plan, and the employees 20%.

Long Term Disability Insurance Plan

Employees shall be entitled to a monthly benefit in accordance with the Company's Long Term Disability Plan. Payment of these monthly benefits will start after the expiration of the weekly benefits (39 weeks) and following payment of any Unemployment Insurance Commission benefit. These monthly benefits will be paid during a maximum of two (2) years provided that the employee is completely disabled and that he is incapable of performing his job.

The two year period will include the duration of the weekly benefits (39 weeks) and any payable Unemployment Insurance benefit.

Payment of benefits will be extended beyond the two years until age sixty-five (65) provided that the complete disability of the employee keeps him from doing any kind of work.

This plan allows for monthly benefits to be equal to the amount which, added to the disability benefits initially paid in accordance with the Canada Pension Plan will represent sixty-six and two-thirds percent (66 2/3%) of the monthly salary calculated at the employee's hourly rate upon disability. However, in no circumstances shall the benefits exceed nineteen hundred dollars (\$1,900) effective March 1, 2006.

Where an employee after having made application does not meet the requirements to receive the disability allowances paid in accordance with the Canada Pension Plan, the plan shall pay an amount of five hundred dollars (\$500) per month until he resumes work or until he fills the necessary requirements to receive the Canada Pension Plan disability allowances.

This benefit is not payable if the Workers' Compensation Act covers the disability.

The Company pays 80% of the cost of the Plan, and the employees 20%.

Supplementary Health Plan

The Plan provides for supplementary hospital benefits, prescription drug benefits with a co-pay, and 100% of extended health benefits subject to the maximums and terms provided in the Plan. Included in the extended health benefits are:

- e Ward and private room accommodation
- e Private duty Nurse, up to \$10,000 per 12 month period
- e Diagnostic and X-Ray services
- Physiotherapy, up to 40 treatments per 12 month period
- e Blood and blood plasma
- e Physician services out of province
- e Accidental dental
- e Prosthetic appliances, up to \$1000 per 12 month period
Maximum lifetime \$2000 – Paid at 90%
- e Equipment rental
- e Oxygen

- Professional ambulance
- Ostomy supplies – Paid at 100%
- Special ambulance attendant
- Orthopaedic shoes, up to \$150 per 12 month period
- Moulded arch supports, maximum of \$250 per arch for a maximum of 2 pairs per 24 months.
- Hearing aids
- Vision care, up to \$275 for glasses and/or contact lenses, per 24 month period (12-month period for persons under 19) increasing to \$300 starting March 1, 2009.
- Eye examinations, up to \$60 per 24 month period (Dependent children benefits based on a 12 month period)
- Psychologists care, 80% of fee up to \$300 per person per 12 month period
- Chiropractor, up to \$500 per person per year
- Acupuncture, up to \$500 per person per year
- Diabetic Supplies
- Physician insurance forms up to \$30/form, maximum \$150.00 per year.

Also covered is the cost, excluding the Co-pay, of certain life sustaining drugs which may not legally require a prescription, as per the terms of the Plan.

If any employee dies while insured for the dependents' health insurance coverage, his/her dependants will continue to be insured for up to a maximum of twelve (12) months. Coverage will cease on the remarriage of the dependant's spouse.

The Company pays 80% of the cost of the Plan and the employee 20%.

A waiver of monthly premium will be granted for any period over 30 days where an employee is absent under the Weekly Indemnity or Long Term Disability plans or Compensation.

Dental Care

Payment is in accordance with the current year schedule of dental fees.

The Plan provides for up to 80% of the cost of basic preventive and restorative treatment, basic periodontics, dentures, crowns and fixed bridge restoration, to an annual maximum of eighteen hundred dollars (\$1,800) per person.

Admissible expenses for malocclusions and orthodontic treatment will be covered up to 60%, to a lifetime maximum of two thousand dollars (\$2,000) for each person insured.

The Company pays 100% of the cost of the Plan.

Group Insurance During Seasonal Shutdown

23.01 (b) Notwithstanding anything else in the collective agreement or in the benefits plan documents, the parties agree that employees will continue to be covered by basic life and AD&D paid by the Company; prescription drugs will continue to be covered as per the existing plan. Furthermore, both parties agree that although the other insurance plans do not apply during the lay off period, the company will continue to provide for emergency coverage.

For example, catastrophic dental (which is defined as damage to teeth as a result of an accident) and illnesses", if the employee is still completely incapacitated when he is recalled to work will be entitled to W.I and LTD with the waiting periods (waiting period being defined as 15 weeks E.I, sickness benefits following the accident or the illness). Because employees are covered while on vacation, their part of the premium (20%) will be taken off their vacation pay and they will continue to have full benefits during the equivalent period during the seasonal shut down. Employees will be asked to contribute 20% of the premiums for the remaining period of lay off when they return from lay off through payroll deduction.

The company will request a quote for the cost of the emergency coverage in order to establish the 20% employee contribution. The company will provide the quote to the Union. The Union will inform the Company if it wishes to have this coverage during the Seasonal Shutdown.

Duration

ARTICLE 24

Duration

24.01

This Agreement including all Letters of Intent and Appendixes attached hereto shall remain in effect until February 28, 2011, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than ninety (90) calendar days and not more than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement or any renewal thereof.

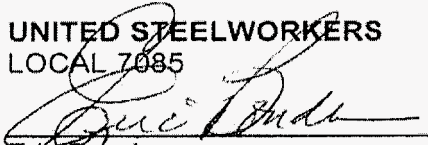
The present Collective Agreement will continue to apply until the signature date of the new Collective Agreement, unless either Party exercises its legal right to strike or lockout as per the New Brunswick Labour Relations Act.

IN WITNESS THEREOF the parties have caused this Agreement to be executed this 11th day of July 2006.

**FALCONBRIDGE LIMITED
BRUNSWICK SMELTER**

**UNITED STEELWORKERS
LOCAL 7085**

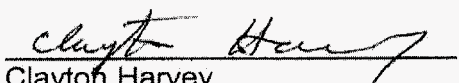

Pierre Barrette


Eric Boudreau



Veronique Davila


Ray Godin


Tom Killoran


Clayton Harvey


Duane Marks


Ray Lapointe


Doug Turner


Bob McGregor


Benoit Chassé


Gary White


Ron Wyatt

APPENDIX "A"

Job Classification

Job Title

Job Classification

Sinter

Training/Safety Instructor	21
Control Room Operator Acid	18
Control Room Operator 'A' Sinter	17
Lead Burner 'A'	15
Control Room Operator 'B' Sinter	14
Acid Plant Operator	16
Proportioning Plant Operator 'A'	12
Dust Agglomeration Operator	10
Screening and Crushing Operator	10
Mix & Sludge Operator	9
Utility Operator	8
Small Front-End Loader Operator	7
Labourer	2

Job Title**Job Classification****Materials Handling**

Materials Handling Trainer	--
Feed and Product Operator	16
Heavy Equipment Operator 'A'	14
Heavy Equipment Operator 'B'	12
Heavy Equipment Operator 'C'	11
Truck Driver	8
Labourer	2

Job Title**Job Classification**

*

Furnace

Training/Safety Instructor	21
Control Room Operator Furnace	18
Slagger 'A'	17
Short Rotary Furnace Operator	15
Baghouse Operator 'B'	15
General Operator	14
Charge Control Operator	14
Labourer	2

*

A licensed blaster, will receive three (3) job classes higher than his rate or job class 16, whichever is greater, as long as he is assigned to the Furnace Department.

Job Title**Job Classification****Refinery**

Training/Safety Instructor	21
Sb/Ag Section Operator	18
Bismuth Section Operator	17
Cab Crane Operator #3	16
Cab Crane Operator #5	16
Dross Plant Operator	16
Silver Plant Operator	16
Casting Machine Operator	15
Cab Crane Operator (Dross #2)	15
Shipper	10
Utility Operator	9
Remote Demolition Unit Operator (RDU)	a
Labourer	2

Job Title**Job Classification****Central Services**

Journeyman Electrician	23
Journeyman Industrial Mechanic	23
Industrial Instrument Repairman	22
Journeyman Heavy Equipment Mechanic	21
Gas Technician	21
Journeyman Machinist	21
Journeyman Bricklayer	19
Journeyman Welder	19
Journeyman Pipefitter	18
Journeyman Carpenter	17
Painter/Sandblaster	13
Labourer	2

Changehouse

Changehouse Attendant	6
-----------------------	---

Warehouse

Warehouseman	10
--------------	----

Rates in training programme as per appendix "B" and "C"

The Company will as much as possible, allow the senior employees the first opportunity for Block Release.

Since most of the older employees are already over the plateau the only recourse for them upon failure in Block Release would be to stay where they are.

The maintenance man route is still in effect for the older employees who because of education etc. cannot participate in the Block Release apprenticeship programme.

The Company will schedule a minimum of employees to go on Block Release as follows, providing such courses are offered by the Company.

	<u>Minimum</u>
Mechanics	3
Electricians	1
Machinists	0- 1
Heavy Equipment Mechanic	1
Gas Technician	1

The Company reserves the right to select those employees attending Block Release Training in order to meet Company requirements. The Company will meet with two representatives of the Union, when necessary to discuss and explain any situations arising from the administration of the programme.

The Company pays for the practical experience separately from the divisions according to Appendix "B".

APPENDIX "B"

	Start	Plateau										T.Q.	App.
		Mos	6	12	18	24	30	36	42	48	54		
Machinists	4	5	6	7	8	10	12	14	15			19	21
Electricians	4	5	6	7	8	10	12	14	16			21	23
Mechanics	4	5	6	7	9	11	13	15	17			21	23
* Lead Burner	4	5	6	7	8	11	12		13				
Heavy Equip. Mech.	4	5	6	7	8	10	12	14	15			19	21

PLATEAU - Is level that tradesmen may reach while waiting for opportunity for block release. As tradesmen accumulate divisions and years these are credited according to previous schedule. If a tradesman fails a division while on Block Release, based on the Department of Labour guidelines, or does not follow the terms of the apprenticeship regarding Block Release he may be removed from the programme completely. The Company will still endeavour to encourage individuals if courses are available to proceed faster than the years. Each tradesman will only be allowed one Block Release division in any one year but as stated above may progress faster on his own if he so desires.

* After the completion of two (2) years practical work and the successful passing of a practical test the employee will increase two (2) job classes. Upon completion of four (4) years practical work and the successful passing of a second practical test the employee will increase a further two (2) extra job classes.

APPENDIX "C"

Schedule of Trade Credits

	industrial Electrician	industrial Mechanic	Heavy Equipment Mechanic Industrial Machinist
Base or starting rate	4	4	4
Completed Div. 1	1	1	1
Div. 2	1	1	1
Div. 3	1	1	1
Div. 4	1	1	1
Div. 5	1		
Completed Trade Periods in Mos.			
6 Mos.	1	1	1
12 Mos.	1	1	1
18 Mos.	1	1	1
24 Mos.	1	2	1
30 Mos.	2	2	2
36 Mos.	2	2	2
42 Mos.	2	2	2
48 Mos.	2	2	1
60 Mos.			
	21	21	19
N.B. Industrial Journeyman Certification	2	2	2
	23	23	21

Mechanics and Welders must continue to pass Government tests as required by the Company in order to maintain their Welding qualifications.

APPENDIX "D"

Grievance Commissioner Procedure

1. Within ten (10) days of receipt of notice of arbitration under Section 6.03 or 6.05 the parties may agree to refer the issue to a Grievance Commissioner as set out below.
2. The Grievance Commissioner shall be selected in rotation from the panel of arbitrators as set out in Section 7.01. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator except as expressly provided in this Appendix.
3. The Grievance Commissioner Procedure has been established as an expeditious means for the effective disposition of unresolved grievances.
4. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Collective Agreement, the decision of the Grievance Commissioner shall: - a) be consistent with the provisions of this Agreement, and b) be confined to the grievance referred to him.
5. The Union and the Company shall each be responsible for one-half (½) of the fees and expenses of the Grievance Commissioner.
6. One day each month shall be set aside for Grievance Commissioner hearings.
7. When an issue is referred to a Grievance Commissioner he shall be provided with the following information:
 - a) The written grievance at Step Two
 - b) The written reply of the Company at Step Two, and
 - c) No later than ten (10) days before the hearing, concise and brief written representations on which the parties intend to reply. (These will be supplied to the other party also).
8. The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make representations or adduce evidence to support their case as described in 7(c). But, the intention of the parties to ensure speed and informality is paramount. Counsel will not be used, preliminary objections will not be allowed, the Grievance Commissioner will not be obliged to follow rules of evidence and post hearing submissions will not be permitted.
9. The Grievance Commissioner must render his decision, subject to Section 7.08, in writing without reasons to both parties within seven (7) days of the hearing.

Reasons may be requested by either party and, if so, shall be delivered separately and shall not be part of the decision.

10. This procedure ~~is~~ established on a trial basis and either party may notify the other of any dissatisfaction, whereupon discussions will be held to attempt to modify the procedure.

APPENDIX "E"

Compressed Work Week

PREAMBLE

- (a) The Compressed Work Week provisions shall apply to all employees working a continuous 12-hour shifts on a continuous 24 hour-seven day per week schedule.
- (b) The Company may establish a semi-compressed work week consisting of a continuous or non continuous 12 hr shifts. In such cases, the Company will notify the Union in writing in advance of implementing this shift.
- (c) Upon fourteen (14) days written notice, the Company and the Union agree that either party may withdraw from the Compressed Work Week. The sections of the Collective Agreement affected by the Compressed Work Week are listed below and both parties agree to their amendment as follows:

10.04 The Company will grant an employee a leave of absence of:

- a) Forty eight (**48**) hours for the death of the employee's husband, wife, child, father or mother.
- b) Thirty-six (36) hours for the death of a member of his immediate family; "Immediate family" shall mean mother-in-law, father-in-law, brother and sister or grandchild.
- c) Twenty four (24) hours for the death of a brother-in-law, sister-in-law, daughter-in-law or son-in-law.
- d) Twelve (12) hours for the death of a grandparent.

This leave of absence must be taken within eight (8) days from the date of death. Vacation or Statutory Holidays shall be excluded from the eight (8) day calculation. If he would have otherwise been required to work on any of these days, the employee will be paid for the hours lost on such days at his basic hourly rate for twelve (12) hours per day up to his entitlement. The Company may require evidence of an employee's entitlement to payment under this section.

13.02 A day is a twenty-four (24) hour period beginning with the start of the employee's regular shift. An employee's basic work day is twelve (12) consecutive hours of work in such twenty-four (24) hour period, broken only by the lunch and break periods provided for in Section 13.05

For employees who work twelve (12) hour shifts a work day will consist of twelve (12) hours at his designated working place and for these employees the day shift will commence at 7:00 a.m.

13.03 For employees on twelve (12) hour shifts the workday begins with the Sunday shift, which starts at 7:00 p.m. on Saturday.

The company will post a schedule averaging no more than (42) hours a week, over a (6) week period, for all employees on a continuous compressed work week or a continuous or non continuous semi-compressed work week. The (6) week schedule shall cause employees to work (3) weeks of (36) hours and (3) weeks of (48) hours.

13.05 Each employee will be entitled to a thirty (30) minute lunch period, taken twice per day on Company time and also one break of fifteen (15) minutes to be taken according to production requirements. Break periods are not to be combined with lunch periods under normal circumstances.

However, it is recognized that due to the nature of the work or because of unforeseen circumstances some employees shall be required to continue all necessary supervision of machinery and maintenance of services. In any event the lunch period of an employee shall not be more than five (5) hours after the start of his regular shift or the start of an overtime shift and within every five (5) hours thereafter.

13.06 When an employee transfers to or from a Compressed Work Week Schedule and, as a result, is scheduled to work an average of less than 40 hours per week during the period of the transfer, he may, if he so requests, be scheduled to work the hours necessary at straight time to make up the 40 hours, outside of the Compressed Work Week schedule.

14.01 The Company shall pay an employee one and one-half (1½) times his basic rate:

- a) For all hours worked by an employee in a day in excess of his regular shift.
- b) For all hours worked by an employee in a week in excess of the scheduled thirty-six (36) or forty-eight (48) hours, or
- c) For all hours worked by an employee on any of his scheduled days off.
- (d) For all hours worked by an employee in excess of two hundred and fifty two (252) hours in his scheduled six (6) week period.

14.03 (a) Does not apply

14.03 (c) The Company will maintain an up-to-date computer list showing overtime worked during the previous twelve (12) months and the previous month.

The list shall be posted on or before the 21st of each month and will be the only one used. Premium payments for statutory holidays, change of shift schedule, safety meetings and short changes of shift shall not be counted as overtime. Overtime refused shall be counted as overtime worked. The Company will provide a computerized overtime board for each Department. Twelve (12) hour shift employees will indicate their availability to work overtime by using this board.

These employees must be available by phone (at the number given according to Section 16.02 for the two (2) hours immediately preceding the shift(s) for which they have indicated.

Production employees, including labour pool employees, will be asked to work overtime by the following procedure:

1. Exhaust the 12 hour shift overtime board of the unit by calling the permanent employees first and then labour pool employees.
2. Exhaust the 5A overtime board of the unit by calling the permanent employees first and then labour pool employees.
3. Exhaust the plant master list of employees who have signed the production overtime boards by calling the permanent employees first and then labour pool employees.

When overtime is required, the following procedure will apply:

- 1) Determine the number of vacancies to be filled and promote according to 9.06 (e).
- 2) Call the qualified employee on the computerized overtime board in order of least year-to-date overtime.
- 3) If more than one vacancy exists, qualified employees shall be called by least overtime year-to-date provided all positions can be filled.
- 4) These employees may choose a vacant position by seniority provided all overtime employees can be accommodated in a position.

If other requirements for overtime are determined at different times during the shift, qualified employees on the computerized overtime board will again be called in order of increasing year-to-date overtime beginning with the qualified employee with the lowest overtime year-to-date following the above procedure.

If overtime is assigned contrary to the provisions of Section 14.03 the affected employees will be given the opportunity to work an equal amount

of overtime hours at a time mutually agreeable to the employee and his foreman. Work assigned under this provision will not interfere with the rights of any employee who has indicated his availability under this section. This overtime will be worked within sixty (60) days from the time the employee is successful in acquiring the right to the overtime assignments.

Trades employees will be asked to work overtime by the following procedure:

1. When overtime work is required within a trade for twelve (12) hour shift employees, the computerized overtime board for the trade within that crew shall be utilized first.
2. If no employee for the trade required has indicated his availability or if additional trade employees are required for twelve (12) hour shift work, the request shall come from a "twelve (12) hour master list".
3. Should employees still be required after using the master list within the twelve (12) hour shift, the master list for 5A employees within the trade will be used, provided that the overtime work scheduled does not require that the employee work more than sixteen (16) hours in a twenty-four 24 hour period.

14.06 Subject to section 14.03 (a-a) if an employee is required to work in excess of sixteen (16) hours he shall not be required to work before eight (8) hours have elapsed and where he returns to work at the end of eight (8) hours period, and completes his next regular shift, he will receive twelve (12) hours pay at his regular rate regardless of the hours worked.

When such employee works nineteen (19) hours or more and as a result his next regular shift will start less than five (5) hours from when he finishes the overtime, he will not be required to work that next shift and will be paid for it at twelve (12) hours times the hourly rate which would have been applicable.

15.02 In addition to any straight time and/or overtime payments to which an employee may be entitled under the provisions of this Agreement for work done on Sunday, an employee shall be paid one-half ($\frac{1}{2}$) times his basic hourly rate for each hour actually worked by him between 7:01 p.m. Saturday until 7:00 p.m. Sunday the next day.

18.02 An employee, excluding a student, in each twelve (12) month period from January 1st in each year shall receive two (2) floating holidays of twelve (12) hours subject to Section 18.02.

- 18.03 All holidays shall begin at 7:01 p.m. on the day preceding the holiday and continue until 7:00 p.m. on the day of the holiday.
- 18.04 Subject to Section 18.06, each employee shall receive his basic rate for eight (8) hours for each of the above holidays. However, if such employee is required to work beyond twelve (12) hours on the holiday he shall receive his basic rate for an equivalent number of hours in addition to the pay to which he is entitled under Section 18.05.

APPENDIX "F"

Job Specifications

It is agreed that the Company and the Union will, within six (6) months of the signing of this agreement, review all existing job specifications.

During the life of this agreement, it is also understood that should the Company set out new job specifications or revise existing job specifications, the Company will seek input from the Union prior to implementation.

When job specifications include an educational requirement, an applicant who does not possess the required educational standard will be considered capable of meeting the standard provided the applicant successfully completes a job related assessment or is judged to have the equivalent educational standard.

APPENDIX "G"

Special Voluntary Early Retirement Plan

During each year of the collective agreement that there is a permanent workforce reduction in the active workforce that results in a net decrease in permanent employment the Company will open a special early retirement window for those employees age 55 with 20 years of service.

A net decrease in permanent employment will occur where the decrease in the number of net permanent active positions (including new positions) exceeds the total number of employees who have left the service of the Company for all reasons (attrition, retirement, early retirement, quits, etc.)

The period of reference for the special early retirement window will be the first ten-month period of each year of the collective agreement and the window will be open for the last two (2) months.

The Company reserves the right to limit the number of early retirements to the net decrease in permanent employment in each period.

In the event of a significant one-time workforce reduction the Company may advance the date of the early retirement window accordingly.

Special Voluntary Early Retirement Plan

1. This plan is in addition to, but not part of, the employees' pension plan.
2. In order to be eligible for benefits in accordance with this plan, an employee must be at least fifty-five (55) years of age and have at least twenty (20) years of continuous service.
3. An eligible employee may apply in writing to the Company for benefits under this plan.
4. a) An employee who meets the above requirements is entitled to the following early retirement benefits:
 - i) An unreduced basic pension;
 - ii) **A** monthly bridge pension equal to the sum of (A) and (B) below:
 - (A) twenty-one dollars (\$21) per month for each year of service; plus
 - (B) an amount, if positive, equal to one hundred and fifty dollars (\$150) less a reduction of the basic pension of 3% per year between early retirement age and age 65.

The bridge benefits equal to the sum of (A) and (B) will cease on the first of the month coincident with or next following attainment of age 65 or until his/her death, whichever occurs first.

iii) An employee retiring under this plan will receive a monthly annuity equal to seventy percent (70%) of the maximum monthly pension payable in the retirement year by CPP pension. This pension will be paid beginning on the first day of the month following the early retirement and until the employee reaches the age of sixty (60) or until death, whichever of these two (2) dates comes first.

b) The particularities of this Special Voluntary Early Retirement Plan must comply with any fiscal and human rights laws as well as other applicable legislation.

5. Benefit Plans Coverage

The employee will continue to be covered by the Supplementary Health, Dental and Life Insurance until he/she reaches 65 years of age. Benefits of the aforesaid plans are subject to the provisions of the collective agreement in effect at the time of retirement and as amended in subsequent negotiations except that the coverage in accordance with the life insurance plan will be equal to the full basic coverage which will be reduced only when the employee reaches 65 years of age.

The Company will pay the total cost of these plans.

6. Miscellaneous

Benefits in accordance with this plan are in addition to the benefits provided for the Canada Pension Plan and are not limited or reduced by the aforesaid benefits or the payment of benefits in accordance with the unemployment insurance plan of Canada. However, an employee eligible for this plan will not be eligible for any benefits in accordance with the Weekly Indemnity Plan and the Long Term Disability Plan.

The cost of all the improved early retirement benefits will be incurred by the Company. If the employee satisfies all the eligibility requirements stated in paragraph 2 above, he/she may make a written request to the Company in order to receive the benefits of the present plan. Such a request by the employee will entail a voluntary leave.

An eligible employee will retire the first of the month following the date the request has been accepted.

This present plan is only applicable to employees who meet the requirements during the life of this agreement.

APPENDIX "H"

Downsizing Provisions Agreement

Whereas the Company has communicated to the Union that Brunswick Mine is scheduled to close around 2010;

Whereas the Company and the Union recognize that the closure of Brunswick Mine will impact negatively the smelter operations at Brunswick Smelter unless other sources of feed material for Brunswick Smelter are identified to keep its smelter operations economical at the current level;

Whereas the Company and the Union recognize that, for an orderly downsizing of the smelter operations or their closure should it occur, it is in their best interest to define the terms that will apply upon the downsizing or the closure of the smelter operations, as well as, in some cases, the terms that will apply before the downsizing or the closure of the smelter operations;

It is therefore agreed that:

1. A planned reduction of the workforce of 50% or more over a period of six (6) months will trigger the application of this Downsizing Provision Agreement.
2. The Company will notify the Union in writing six (6) months prior to the date of the downsizing or the closure of the smelter operations. This does not represent a guarantee of work.
3. The Company and the Union will meet to discuss the manner in which the downsizing or the closure will be carried out.
4. Employees permanently laid off following the ratification of the Collective Agreement will be covered by this Downsizing Provision Agreement and will be entitled to all enhancements provided in the Downsizing Provision Agreement upon layoff. Any layoff exceeding three (3) months excluding seasonal shutdown will be considered permanent.
5. The intent of this Downsizing Provision Agreement is to provide enhancements to benefits and not duplication of benefits. Therefore, employees eligible to better benefits under the Collective Agreement than under the Downsizing Provision Agreement can choose to receive the benefits under the Collective Agreement and will not receive the benefits under the Downsizing Provision Agreement.

Confirmation of employment

6. Upon request, the Company will provide employees with a written confirmation of employment indicating the date they were hired, the position they occupied and the date they were terminated, with an indication that such termination of employment was due to the downsizing or to the closure of the Brunswick Smelter operations.

Employee Records

7. A copy of the employee's records will be provided to the employee upon written request as long as Brunswick Smelter operates.

Bargaining Rights

8. In the case of a total closure, should the Company or a related company re-open the smelter operations at the site within the geographic scope of the bargaining unit description in the last collective agreement, the Union will have bargaining rights at the smelter operations. At such time, the parties will negotiate in good faith a new Collective Agreement.

Termination and Severance Pay

9. Employees will receive six (6) weeks notice of termination or pay in lieu of notice.
10. In case of downsizing or closure of the smelter operations, employees eligible for Retirement, the Voluntary Early Retirement Plan (VERP) and the Special Voluntary Early Retirement Plan (SVERP) will not be eligible to receive severance pay. Employees eligible for the Special Termination of Employment Pension Benefits Program (STEPBP) will be eligible to receive the benefits of the STEPBP or severance pay and pension as per the Collective Agreement but not both.
11. In case of downsizing or closure of the smelter operations, employees not eligible for Retirement, the Voluntary Early Retirement Plan (VERP), the Special Voluntary Early Retirement Plan (SVERP) or the Special Termination of Employment Pension Benefits Program (STEPBP) will be eligible to severance pay as per the Letter of Intent on Severance Pay.
12. In case of downsizing or closure of the smelter operations, severance pay, as well as termination pay if any is payable, will be calculated using the rate of the permanent posted job the employee had when the Company issued the initial notice as per Item 1 of this agreement as well as using a basis of forty (40) hours per week.

13. In case of downsizing or closure of the smelter operations, eligible employees will receive severance and/or termination pay within fourteen (14) days following their termination.

Upon written request by eligible employees, payment of severance pay can be deferred, and recall rights maintained, for up to twelve (12) months after their termination.

Employees may further advise the Company in writing that they wish to forfeit their severance pay, in which case they will maintain recall rights as per the current Collective Agreement.

14. Upon submission of the legally required documentation signed by an employee at least seven (7) days prior to termination, the Company will transfer part or all of the severance and/or termination pay of the employee directly into the RRSP designated by the employee.

15. Employees offered a voluntary transfer to another operation of Falconbridge will have the following options:

- o To accept the transfer and maintain their continuity of employment for the purpose of vacation entitlement and credited pension service.
- o To refuse the transfer, remain on their current job and be covered by the Downsizing Provision Agreement.

16. Employees who resign, quit or otherwise leave the employment of the Company prior to the date of their termination will not receive any severance or termination pay unless the Company has terminated the employment of the employee(s) prior to the closure of the smelter operations for a reason other than termination for cause.

17. Upon receipt of notice of termination, employees who find employment with another company and are required to start this employment before their termination date will be able to request early departure. This request will be granted provided that the employee can be spared taking into account the requirements of the smelter operations and they will be eligible for the enhancements under the Downsizing Provision Agreement.

18. All years of continuous service for other divisions of Falconbridge or Noranda will count to establish eligibility for early retirement provisions, except for employees who transferred to Brunswick Smelter from another operation and received severance from that other operation. Continuous service shall only be interrupted by a break of 1 or more months.

Special Termination of Employment Pension Benefits Program

19. Special Termination of Employment Pension Benefits Program (STEPBP) becomes effective on the date that one or more employees are laid off permanently as a result of the downsizing or closure of the smelter operation. In order to be eligible for the STEPBP, the sum of an employee's age and continuous years of service must be greater than or equal to seventy-five (75). For purpose of calculation, "age" and "continuous years of service" will include fractions of years accumulated. Employees eligible to retire under the normal conditions of the pension plan, under the VERP or under the SVERP are not eligible to the STEPBP. Employees eligible for the STEPBP are entitled to the following:

- a) Starting the first of the month following their fifty-fifth (55th) birthday, a pension reduced by 3% per year for every year between the date they choose to receive their reduced pension and age sixty-five (65).
- b) Starting at the same time as the reduced pension under a) above and until they reach age sixty (60), the payment of a Long Service Supplemental Pension amount equivalent to the difference between two thousand one hundred dollars (\$2,100) and the reduced pension referred in a) above.
- c) Starting at age sixty (60) and until they reach age sixty five (65), the payment of a Long Service Supplemental Pension amount equivalent to the difference between one thousand five hundred dollars (\$1,500) and the reduced pension referred in a) above.

Employees participating in the STEPBP are not eligible for any benefits in accordance with the Weekly Indemnity Plan and the Long Term Disability Plan.

Employees participating in the STEPBP are considered to have voluntarily terminated their employment and are not eligible to group insurance benefits or severance.

Employees who meet the age and continuous years of service criteria for the STEPBP prior to the downsizing or closure of the smelter operations will be eligible for the STEPBP. For the purpose of pension, employees' termination date will be used to calculate years of service.

Application of Seniority

20. a) Should the notification as per item 2 of this agreement be one of closure, the following will replace the text of article 9.12 of the collective agreement which will therefore be eliminated:

The Company shall provide training to employees on-the job, as deemed required to maintain the operations until closure.

- b) Should the notification as per item 2 of this Agreement be one of downsizing, the following will replace the text of articles 9.04(a), 9.11(a),(b),(c),(d),(e),(f),(h),(i) and 9.12 of the Collective Agreement until two (2) months following the downsizing date:

9.04 (a) Concurrent with the announcement of the downsizing, the Company will notify the Union and the employees of the positions that will be eliminated after the downsizing of the smelter operations as well as of the positions that will be maintained. Employees will be required to choose in advance of the downsizing for what position, if any, they want to apply their displacement rights.

The employee having the greater seniority will be entitled to preference provided he has the skill, knowledge, ability and physical fitness to do the job concerned and provided further that he may displace another employee having less seniority. Employees will exercise their displacement rights plant wide on the positions that will be maintained after the downsizing.

Any employee who has fully exercised his bumping rights and would otherwise leave the property will be eligible for training on a job that will be maintained after the downsizing provided he has the seniority to displace a junior employee in that job, according to the above, and further provided that during a period of six (6) months the employee can be trained to perform the job chosen.

9.11(a...i) & 9.12 The Company and the Union recognizes that success of the smelter operations following a downsizing will be influenced by having a qualified workforce. Therefore the Company and the Union will continue to support a Joint Trades Training Committee as well as a Production Training Committee. The role of these committees will be to recommend ways to improve training on a continuous basis.

The Company shall provide training solely to employees who will have a position following the downsizing of the operations.

Health and Group Insurance Benefits

21. If provided by the insurer, employees will have the option to purchase life insurance without a medical exam within thirty-one (31) days of the exhaustion of the Company covered life insurance benefits.
22. Upon termination, the Company will maintain the current Life Insurance, Supplementary Health Plan and Dental Care benefits for three (3) months following their termination.

Employees receiving Weekly Indemnity Benefits, Long Term Disability Benefits and Worker's Compensation Benefits

23. Employees in receipt of Weekly Indemnity (WI) or Long Term Disability (LTD) benefits at the time of downsizing or closure will continue to receive such disability benefits, provided they qualify for disability. Employees on WI will be eligible to apply for LTD upon the exhaustion of EI and will receive LTD if they meet the qualification as specified in the disability benefit contract in place at the date of downsizing or closure.
24. In case of downsizing or closure, employees in receipt of WI whose employment would have terminated at the time of closure will be eligible to severance pay as per the Letter of Intent on Severance Pay once they are declared ineligible to WI benefits and their employment will be terminated. In calculating the severance pay, years of seniority at the time they would have been terminated had they not been in receipt of WI will apply.
25. In case of downsizing or closure, employees in receipt of LTD whose employment would have terminated at the time of closure will be eligible to severance pay as per the Letter of Intent on Severance Pay if they are declared ineligible to LTD benefits before the age of 65. In calculating the severance pay, years of seniority at the closure of the smelter operations will apply. Employees in receipt of LTD and who turn 65 will not be eligible to severance pay but will be eligible to retire under the provision of the pension plan.
26. In case of downsizing or closure, employees in receipt of WHSCC will be eligible to severance pay as per the Letter of Intent on Severance Pay once they are declared ineligible to loss of earnings benefits or declared deemed by WHSCC. In calculating the severance pay, years of seniority at the closure of the smelter operations will apply.
27. Employees in receipt of WI, LTD and WHSCC may also, if eligible, retire under the special early retirement provisions. Disability benefit payments will stop with the first pension payment being made to employees who were in receipt of WI and LTD.
28. Health Care and Life Insurance benefits currently in effect for employees on disability will continue for employees on WI, LTD and WHSCC after the downsizing or closure for as long as they qualify for disability and the premiums will be waived.
29. The Company will establish a procedure for processing health care, disability and pension benefits for terminated employees and retirees and advise them of such procedure

Vacation

30. Any vacation due will be paid upon termination. In case of downsizing or closure, starting the first of July after notification of closure of the smelter operations, vacation will be paid out weekly as it is accrued.

Grievances

31. The parties will attempt to resolve all outstanding grievances within two (2) weeks of the announcement of downsizing or closure. Those grievances not settled within the two-week period will be scheduled by the Union with an arbitrator within twelve (12) months following the referral date or otherwise will be considered abandoned.

Labour Adjustment Committee

32. A Labour Adjustment Committee will be created as of January 1, 2007 and will continue to exist for a maximum of six (6) months after the downsizing or closure of the smelter operations. It consists of a Chairman (external independent resource), three (3) union representatives and three (3) company representatives. Representatives of salaried staff may also join the Labour Adjustment Committee. The Union and the Company will jointly select a replacement of the Chairman of the Committee if the current Chairman was to resign. The mandate of the Labour Adjustment Committee is as per the provincial guidelines concerning Adjustment Committees. Specifically, the Labour Adjustment Committee will:

- a) Seek financial assistance from the federal and provincial governments and decide as per the provincial guidelines on the allocation of such funds. The Company will give one dollar for every dollar of financial assistance obtained by the Labour Adjustment Committee from the federal or provincial governments up to a maximum of two hundred and fifty thousand dollars (\$250,000). This will be the only source of financing of the Labour Adjustment Committee's activities by the Company. Allocation of the funds may be used for employee training.
- b) Establish a needs assessment process whereby workers who do not meet the criteria for retirement, VERP, SVERP and STEPBP will be provided the opportunity to meet a professional career advisor to assess their competencies and skills in relation to potential employment. The professional career advisor will be mandated by the Labour Adjustment Committee to make a report to the Labour Adjustment Committee for each employee they meet.
- c) The Company will liberate the Union members of the Committee to attend the meetings and perform activities as mandated or assigned by the Committee. The Union members of the Committee will be paid by the Labour Adjustment Committee.

- d) Office space for an Action Centre equipped with computers, telephones, and other office machines will be provided and paid by the company three (3) months before the downsizing or closure of the smelter operations and up to a maximum of six (6) months after the downsizing or closure of the smelter operations.
- e) Action Centre staffing will be determined and funded by the Labour Adjustment Committee.
- f) Employees affected by the downsizing or closure, who wish, will be placed on a preferred list. The list will be provided to the Labour Adjustment Committee. The Labour Adjustment Committee will be provided with application forms for all job vacancies at other locations and will assist in supplying candidates.
- g) Should the smelter operations be closed, the preferred list in Item f) will be provided to contractors who will be awarded contracts following the closure of the smelter operations.

33. The Company will pay the Union Compensation Representative ~~two~~ (2) days per week for a period for three (3) months after the closure.

LETTERS OF INTENT

Pension Supplement on March 1, 2006

The Company will adjust the pension paid under the Operational Employees' Pension Plan - Noranda Group (the Plan) to members of the plan who were age 65 or more on January 1, 2004 and will adjust the pension paid to such member's survivor who is in receipt of a pension under the terms of the plan. The supplement will be calculated and paid in accordance with the following provisions:

- a) The pension to be adjusted shall be the lifetime retirement pension being paid on March 1, 2006 under the provisions of the plan including any previous supplement, but excluding any bridge pensions.
- b) The pension supplement will be equal to 2.4%.
- c) The pension adjustment as defined above will be paid retroactively to March 1, 2006.

Purchase of Registered Retirement Savings Plans by Pay Deduction

For employees who wish to purchase Registered Retirement Savings Plans (R.R.S.P.'s), the Company is prepared to make weekly pay deductions and remit them monthly to the institution from which the R.R.S.P. was purchased. The employee is responsible for purchasing his own R.R.S.P. (from a Chartered Bank, Trust Company, Life Insurance Company or Caisse Populaire), and after having done so may apply to the Accounting Department for purchase by pay deduction. The employee must inform the institution at time of purchase that purchase is to be by pay deduction, as some institutions require minimum monthly payments.

Modified Work

The Company will continue to provide modified work assignments which are beneficial to both the employee and the Company and such work assignments will be in accordance with the terms of the Collective Agreement.

Where modified work is available, it will be awarded on the basis of seniority within each Department.

The Company will inform the Union of such work assignments.

Relocated Employees

If required, during the life of this agreement, the Company will reopen a window to permit any eligible employee to take advantage of the voluntary Special Income Replacement Plan. Those employees who do not qualify for this program, but who are permanently relocated as determined by the Company Occupation Health Physician may take advantage of the Special Severance, provided they have first exhausted their seniority rights under Article 12.

Union Time Off

The Company agrees to permit Union personnel time off the job, on an as required basis, to perform Union activities that are related to the promotion and preservation of a positive labour relations climate in the workplace.

All requests for time off will be given due consideration by the Company. The Company will maintain a record of all approved requests for time off, and will make this record available to the Union.

When employees are granted time off for Union paid business, they will be paid by the Company and the Company will invoice the Union once per month for such time off. The invoice will list each employee, the date and number of hours they were absent from work.

Operation of the Cafeteria

The Company does not intend to operate the cafeteria on a 24 hour a-day basis. However, full consideration will be given to the possibility of operating the cafeteria to provide hot lunches during lunch hours on week days only; however, the Company will not subsidize the cafeteria.

Students

Students hired by the company will be subject to the following provisions:

- Students will not accumulate seniority and will not interfere with the entitlement of regular employees under the terms of the Collective Agreement.
- Student benefits will be limited to Group Life Insurance.

- The company may at its discretion, terminate the employment of a student. A student may take advantage of the grievance procedure except in the case where his employment has been terminated.
- e A student will have no recall rights.

Employee Assistance Program

The Company agrees to continue paying for the cost of operating the Employee Assistance Program in accordance with guidelines established by the Employee Assistance Program Committee and as approved by the Company.

Severance Pay

When an employee is severed as a result of the closure of the operation he will be entitled to a severance pay allowance in accordance with the following provisions:

Any severance amount set out in this article is inclusive of any legislative requirements for severance pay or notice. Notice will be given in accordance with Article 9 of the Collective Agreement.

An employee who is in receipt of his severance pay will be deemed to have severed his employment with the Company and will have no right of recall.

Severance pay will be two (2) weeks per year of seniority. All incomplete years of seniority will be calculated on a prorated basis.

An employee who elects to take an early retirement under the terms of the Voluntary Early Retirement Plan will not be entitled to severance pay.

Labour Pool

During the term of this agreement the company may establish a labour pool. Employees within this pool will be used to supplement any shortage of employees within the plant. The number of employees in the pool shall be limited to 10% of the bargaining unit so as to provide greater opportunity for employees to obtain full weeks of work. The union shall be informed of all employees added to or removed from the labour pool.

Labour pool employee status shall be:

1. Labour pool employees will pay union dues.
2. No labour pool employee will be used if bargaining unit employees are on layoff.
3. Labour pool employees will have no seniority.

4. Labour pool employees shall be considered regular employees when they are selected to fill a job posting according to 9.06 (a), or at a time indicated by the company that they are regular employees.
5. If these employees become regular, as stated in 4 above, they shall begin their probationary period as per article 9.09 (a)
6. Article 13.04 does not apply to labour pool employees.
7. Job rates and other premiums shall be paid as per collective agreement.
8. Work experience obtained while working within the labour pool cannot be used to qualify for job postings under article 9.06 (a) or (b).
9. Labour pool employees will not be covered by the group benefit plans, except for basic life insurance for the following month if they worked 60 hours in any month.
10. Labour pool employees hired for a period of three (3) consecutive months or less can be laid off without notice. Labour pool employees who have been working for more than three (3) consecutive months will be entitled to a prior notice of layoff of two (2) weeks.

Cooperation Between Trades and Operations Personnel

The parties agree that there is mutual value to reducing down time and keeping the equipment in proper running order. Although tradesman are assigned tasks related to their trade, and operations employees are assigned operation duties, both should work with each other to reduce delays in completing required work.

Layoff (15 days or less)

In urgent situations resulting in a layoff of fifteen (15) days or less, the Company is reliant on qualified employees to get the jobs done with a reduced workforce. Therefore, must ensure that all operators attending work have the experience needed to run the plant.

Following our many discussions relating to the issue, the Company is prepared to change the method in which the manpower is retained at work during these crucial periods. These changes are outlined below.

Since tradesman have the same general knowledge of their trade, the Company agrees to consider the seniority of all tradesmen for any reduction in force of fifteen days (15) or less (outlined in section 9.04 (c) of the Collective Agreement). The agreement,

however, is subject to maintaining the flexibility of retaining, if need be departmental expertise that may assist in enabling the operations in working order in a more rapid manner.

Since operations require specific skills to operate certain areas/pieces of equipment, the Company will maintain the senior qualified operator, in the department, for the position that is to be maintained during the reduction in force. In all cases, the Company agrees to meet with the Union Executive to review the retention of manpower.

Hours of Work in a 24-hour Period

Section 14.03 (a-a) will come into effect as soon as sufficient number of employees are trained in each department, but no later than January 1st 2007.

OTHER LETTERS

June 21st, 2006

Mr. Bob McGregor
President, Local 7085
United Steelworkers
P.O. Box 1003, Stn A
Belledune, NB
Restigouche County
E8G 2X9

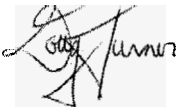
Subject: Steelworkers Organization for Active Retirees (SOAR)

Mr. McGregor,

Upon the signing of the Collective Agreement, the Company agrees to grant money to the Steelworkers Organization for Active Retirees (SOAR) in order to be involved in community and retiree activities.

The Company will pay yearly the equivalent of one (\$0.01) cent per hour worked by hourly employees. Payments will start in January 2007 for year 2006 and continue until January 2011 or closure of the Smelter, whichever happens first.

Yours truly,

A handwritten signature in black ink, appearing to read "Doug Turner", is written over a light grey rectangular background.

Doug Turner
Superintendent, Human Resources
Falconbridge Limited, Brunswick Smelter

June 21st, 2006

Mr. Bob McGregor
President, Local 7085
United Steelworkers
P.O. Box 1003, Stn A
Belledune, NB
Restigouche County
E8G 2X9

Subject: Floaters & Statutory Holidays

Dear Mr. McGregor,

Upon the ratification of the Collective Agreement, the Company will continue to pay Floating Holidays, Statutory Holiday and Vacation (at the applicable formula) to employees who are in receipt of long term disability or WHSCC benefits on the date of ratification.

Yours truly,

A handwritten signature in black ink, appearing to read "Doug Turner", is placed over a light grey rectangular background.

Doug Turner
Superintendent, Human Resources
Falconbridge Limited, Brunswick Smelter

June 21st, 2006

Mr. Bob McGregor
President, Local 7085
United Steelworkers
P.O. Box 1003, Stn A
Belledune, NB
Restigouche County
E8G 2X9

Subject: Job Specifications

Mr. McGregor,

This letter confirms that pursuant to the ratification of the Collective Agreement, the Company will meet with the Union to review all existing production job specifications. The Union will have the opportunity to provide inputs and the Company may or may not change the job specifications.

I intend to personally participate to this review and will expect your participation, as well as the participation of up to two (2) other Union representatives you may designate.

This review process will be completed by December 31, 2006.

Yours truly,



Doug Turner
Superintendent, Human Resources
Falconbridge Limited, Brunswick Smelter