

VOLUME I
COLLECTIVE LABOUR AGREEMENT

between

RIO TINTO ALCAN INC. - KITIMAT WORKS

and

NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(**UNIFOR**-CANADA)
LOCAL NO. 2301

Effective **24 July 2012**

Expires **23 July 2017**

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*NOTE: Bold lettering denotes change or addition from the previous Collective Labour Agreement

BETWEEN:

RIO TINTO ALCAN INC. – KITIMAT WORKS
(Kitimat and Kemano)

(hereinafter called "the Company")

OF THE FIRST PART

AND:

**NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(UNIFOR-CANADA)
LOCAL NO. 2301**

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS for the purposes of collective bargaining the Union was certified by the Labour Relations Board on the 24th day of November 1994, as the trade Union for all the employees of the Company employed anywhere in northern British Columbia, and in particular in Kitimat, Kemano and on all transmission lines, and in all places presently known and generally described as the **Rio Tinto Alcan** Project except those excluded by the Labour Relations Code of British Columbia, technical, professional and supervisory staff, members of the Company's Plant Protection Services (except hourly paid First-Aid Attendants and Dispatchers), and office and clerical personnel;

WHEREAS it is the intention of the Company and the Union to establish and maintain conditions which will promote a harmonious relationship between the Company and its employees covered by this Agreement;

WHEREAS the Union is desirous of entering into an agreement with the Company covering all the Company's employees for whom the Union has been certified as the Trade Union;

WHEREAS the Company is willing to enter into an agreement with the Union and to apply the terms thereof to all the Company's employees for whom the Union has been certified as the Trade Union;

AND WHEREAS the Company and the Union have bargained collectively;

NOW THEREFORE, the Company and the Union hereto mutually agree as follows:

Article 1 - APPLICATION

1.01

This Agreement shall apply to all the Company's employees for whom the Union has been certified as the Trade Union.

1.02

For the purpose of this Agreement, the words "Kitimat Works" shall include the Company's Power Operations at Kemano, **Terminal B Wharf** and elsewhere in northern British Columbia, the Property Department and such similar ancillary departmental operations as may from time to time be established by the Company in northern British Columbia.

1.03

- (a) The Company recognizes the Union as the exclusive collective bargaining representative as to rates of pay, hours of work, or other conditions of employment, of all its employees for whom the Union has been certified.
- (b) Upon request, an employee shall have the right to have the appropriate Union representative present;
 - (i) When a disciplinary slip is given to an employee, the employee has the right to request the presence of a Shop Steward. Where requested the Supervisor will make every reasonable effort to have a Shop Steward in the area (see 20.03 (b)) at the meeting.
 - (ii) During an investigation meeting requiring the presence of the employee where the findings of the meeting may result in discipline being given to the employee.
 - (iii) During meetings requiring the presence of the employee, where a representative of the Company's Human Resources Department is present.
 - (iv) **After discipline has been issued, if requested by the Union or the Company, the parties will provide copies of all statements and/or notes taken during the investigative process to each other.**

1.04

Appendices of this Agreement are an integral part thereof, and the provisions of this Agreement and Appendices shall be read and construed together.

- Appendix I Wage Rates.
- Appendix II Trades Group Wage Rates.
- Appendix III Regulations Governing the Status of Employees and the Computation of their Continuous Service.
- Appendix IV Authorization of Check-Off Form.
- Appendix V Regulations Governing Wage Rate and Job Evaluation Administration.
- Appendix VI Regulations Governing Tradespeople and Apprentices.
- Appendix VII Lay-Off, Bumping and Recall Procedure.

1.05

For the purpose of interpreting this Agreement, wherever the masculine is used it shall be considered as if the feminine had been used where the context so requires.

LETTER OF UNDERSTANDING

01-LU-#1

Terminal B Wharf

ENTERED INTO THIS _____ day of July, 2012.

The Company has recently purchased Terminal B, which was previously known as the "Eurocan Wharf". The parties agree as follows:

1. The parties agree that for the duration of the Kitimat Modernization Project, there will be project-type activities that are not directly related to the operations. For project-type activities, trained UNIFOR 2301 employees shall perform on board crane operations on all international vessels.
2. The Company reserves the right to continue to use Terminal B as a location for the duration of the KMP and/or the Kemano tunnel project (T-2) work.
3. Where future, non-Kitimat Modernization Project related work occurs, regardless of product and/or materials, UNIFOR 2301 employees will perform all activities related to the discharge, loading and warehousing of products and/or materials.

Article 2 - NO STRIKES OR LOCKOUTS

2.01

The Company shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative of the Union nor any employee shall in any way authorize, encourage, condone, support or participate in any strike, walkout, suspension of work, slowdown, or work stoppage of any kind, on the part of any employee or group of employees during the life of this Agreement.

2.02

During the life of this Agreement the Union shall immediately repudiate any strike or any other concerted cessation of work whatsoever by any group or number of employees and shall declare that any picket line set up in connection therewith is illegal and not binding on members of the Union. Such repudiation and declaration shall be communicated to the Company in writing within twenty-four (24) hours after the cessation of work by the employees or the forming of the picket line respectively.

Article 3 - NO HARASSMENT OR DISCRIMINATION

3.01

- (a) Management and the Union agree there will be no harassment or discrimination against any individual by reason of membership or non-membership in a Union, activity or lack of activity in a Union, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to employment. This paragraph does not apply:
- (i) as it relates to age, to a bona fide scheme based on seniority; or
 - (ii) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plans or to a bona fide group of employee insurance plans; or
 - (iii) to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

Article 3 (continued)

- (b) Management and the Union agree the rights as defined in Article 5.01 shall not include any conduct that undermines the dignity of the individual, and the normal performance of these rights shall not be construed as harassment or discrimination.

LETTER OF UNDERSTANDING

03-LU-#1

Human Rights Committee

ENTERED INTO THIS 26th day of July, 1996.

A Human Rights Committee will be established and maintained by the Parties for the purpose of providing and maintaining an environment free of harassment or discrimination in accordance with clause 3.01.

The Committee will use education and other avenues to raise awareness of human rights. Investigations into violations of the Human Rights Policy involving employees will be conducted jointly. After the investigation is completed the Company investigators will make recommendations to area management as to whether or not it is a violation.

Training

Wages, course fees and reasonable travel costs will be paid by the Company for two (2) Union Human Rights Representatives to attend relevant conferences, courses, seminars or conventions once per calendar year.

The policy will be reviewed on a periodic basis by the Committee, and may be modified with the approval of the parties.

In the event a grievance is filed, neither party will request the members of the Human Rights Committee to be used in the Grievance Procedure.

Either Management or the Union may withdraw from this policy upon thirty (30) calendar days' notice to the other party.

LETTER OF UNDERSTANDING

03-LU-#2

Women's Committee

Both the Company and Union recognize the need to have a Joint Women's Committee at Kitimat Works. The parties agree that a Women's Committee will be established and maintained by the Company and the Union.

1. Purpose

- (a) The Committee will provide a forum to raise and discuss women's work place issues and the communication of related information.

- (b) The Committee's Union representatives will act as Women's Advocates to provide confidential support for women accessing community and workplace resources related to concerns such as workplace harassment, domestic violence and abuse.**

2. Authority

- (a) The Committee will have the authority to discuss, negotiate and recommend changes to the Collective Agreement, as they specifically relate to women's work place issues.

- (b) Where a matter is being addressed by the Women's Committee, the matter will not be dealt with in any other forum, unless so directed by the Committee.
 - (c) The Parties agree issues will be resolved on their merits. Where fair independent standards exist, they will be used wherever possible to resolve disputes in a principled manner.
 - (d) **The Company agrees to allow non-controversial promotion of the White Ribbon Campaign to take place at the plant gates on or around December 6th of each year in observation of the women killed in the Montreal Massacre.**
3. Composition
There will be six (6) members on the Committee. Three (3) members will be appointed by Management, and three (3) members will be appointed by the Union.
4. Meeting Frequency
The Committee will meet on a quarterly basis. Additional meetings may be held upon mutual agreement.
5. Courses and Seminars
Wages, course fees and reasonable travel costs will be paid by the Company for two (2) Union Women's Committee Representatives to attend relevant conferences, courses, seminars or conventions once per calendar year.
6. Review
The parties recognize and agree the Women's Committee may need to be reviewed in the future. Where required, the Parties will re-negotiate this mandate to improve and enhance the resolution of women's issues. Either Party may give written notice of intent to re-negotiate the Letter, and the Parties will, within thirty (30) calendar days, meet and mutually agree on the terms of this Mandate. Failure to reach mutual agreement within the thirty (30) calendar day period will mean this Mandate is null and void.

Article 4 - UNION SECURITY AND ACTIVITIES

4.01 Union Security

- (a) Every employee to whom this Agreement applies shall, as a condition of employment, or as a condition of continued employment, complete and sign the Authorization of Check-Off Form, hereto annexed as Appendix IV. The Company shall deduct from the wages of each such employee an amount equal to the monthly dues as specified on said form.
- (b) Union dues deducted from the employee's wages shall be remitted by the Company to the Union within three (3) working days of the date of disbursement of the payroll from which they were deducted. A written statement of the names and employment status of the employees from whom the deductions were made and the amount of such deductions will be mailed to the Union within fifteen (15) days of the date of disbursement of the payroll. Cheques shall be made payable by the Company to the Financial Secretary, Canadian Automobile Workers, Local 2301, and, unless notice to the contrary is received from the Union, be mailed to the Financial Secretary, Canadian Automobile Workers, Local 2301, 235 Enterprise Avenue, Kitimat, B.C., V8C 2C8.
- (c) The Company shall not deduct Union dues from any employee who worked less than five (5) days in any two (2) consecutive pay periods in the month immediately prior to the month in which the dues are deducted. Prior to the

Article 4 (continued)

20th day of each month, the Company shall supply the Union with a list of all such employees.

Shifts spent on temporary staff assignments, vacations and paid statutory holidays, shall for the purpose of this Section, be considered as days worked.

- (d) The Company shall deduct an initiation fee in the amount specified by the employee concerned upon receipt of an authorization so to do signed by such employee and will forward such deduction to the Union in the manner provided for in Section 4.01(b).
- (e) The Union President, or delegate, will be allowed up to one-half ($\frac{1}{2}$) hour as part of the Company's normal induction program to discuss with new employees the history and organization of the Union and the benefits of Union membership. Such discussion will be of a non-controversial nature and will take place in the presence of a representative of the Human Resources Department.
- (f) The Union agrees to indemnify the Company and to hold it harmless against any claims which may arise in consequence of the Company's complying with the provisions of this clause 4.01.

4.02 Union Activities

- (a) Except as otherwise provided in this Agreement, no person shall solicit membership in the Union or in any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour activity, on the job or in the Company's shops or Plants. The foregoing prohibition does not include casual discussion of Union affairs.
- (b) The Local 2301 Business Agent and the President of the Union shall have access to the Company's premises, provided that permission for each entry has been obtained from the Human Resources Manager, or delegate, and employees do not neglect their work. Such permission shall not be unreasonably withheld.
- (c)
 - (i) At the request of the Union, leave of absence without pay will be granted to not more than four (4) employees to engage in full-time Union activity on the following basis: "Full-time Union activity" is defined as being employed full-time by the Union on UNIFOR business for a period of not less than seven (7) consecutive days, and not more than two (2) calendar years. Leave of absence for a period of not less than one (1) year will be granted to one (1) employee at the request of the Union, and an additional leave of a lesser duration will be granted at the request of the Union provided the Company has been notified at least two (2) weeks in advance. An additional two (2) employees will be granted a leave of absence if requested by the Union provided the efficiency of a department is not significantly impaired. Said leaves may be extended by mutual agreement.
 - (ii) In addition to (i) above, at the request of the Union, leave of absence without pay will be granted to the Local 2301 President and Business Agent. Such leave will not exceed three (3) years, but will be renewed at the request of the Union.
- (d) In addition to the leaves allowed under Section 4.02(c) at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to not more than fourteen (14) employees at any one time to attend:

Article 4 (continued)

- (i) conventions, or other similar bona fide meetings of the Canadian Automobile Workers Union, or of other recognized trade Union bodies held in Kitimat/Kemano; and,
- (ii) preparation for negotiations held in Kitimat/Kemano; and,
- (iii) training seminars held in Kitimat/Kemano.

Such leave as stated above will be granted to not more than ten (10) employees at any one time to attend such meetings if held elsewhere than Kitimat/Kemano.

Such requests will be made to the Company, in writing, and the Union shall advise the Company at that time of the expected duration of the leave of absence requested.

- (e)
 - (i) In addition to the leaves allowed under Sections 4.02 (c) and 4.02 (d), at the request of the Union, and by mutual agreement between the parties, those employees who hold the Union offices of President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Chairperson of the Grievance Committee, and any other Union official as agreed by the parties will each be allowed up to one (1) day off without pay per week on a regularly scheduled basis to attend to Union business. It is agreed no employee will be allowed to exercise this leave provision for more than one (1) of the designated Union offices and that up to three (3) of these employees listed may be off on leave on any one (1) day.
 - (ii) In addition, at the request of the Union, and by mutual agreement between the parties, the employee who holds the position of Chairperson of the Occupational Health Committee will be allowed up to one (1) day off without pay per month on a regularly scheduled basis to attend to Union business.
 - (iii) In addition, subject to the approval of the Labour Relations **Coordinator**, the Union Grievance Committee Chairperson or delegate, shall be allowed an average of forty (40) hours per week, Company paid leave to attend to grievances.
- (f)
 - (i) In addition to the leaves allowed under Sections 4.02(c), 4.02(d) and 4.02(e), at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted not more often than once a calendar month to not more than six (6) employees to travel between Kitimat and Kemano on Union business, provided that the leave of absence of each such employee does not exceed five (5) days.
 - (ii) **To facilitate the Union maintaining proper communication with their Kemano members, the Company agrees that, when the Union Executive member is in Kemano, as per 25-LU-#2, when requested in advance, he will have access to meet Kemano Union members. The Company will not unreasonably deny this request.**
- (g) The above requests will be made in writing or through E-mail to Management, normally at least two (2) calendar days in advance of the requested leave date, and the Union shall advise Management at that time of the expected duration of the leave of absence requested.

This provision does not affect the two (2) week notice required in Article 4.02(c)(i).

Article 4 (continued)

4.03

The Union Executive (including the full time President, Business Agent and Safety Representative), Union Committee Members, Shop Stewards and O.H.S.&E. Representatives attending Union/Company meetings outside of their regular scheduled working hours shall be paid at the overtime rate as described in Article 18.

Such time and payment shall not be used in the calculation of any premium set out in this Agreement.

4.04 Miscellaneous

- (a) The Company agrees that a section of each bulletin board in the Company's Plant at Kitimat and Kemano shall be made available to the Union for the posting of non-controversial notices. Such notices shall be delivered to the Human Resources Manager or delegate for approval and subsequent posting by the Company. In Kitimat seven (7) of these bulletin boards shall be of an enclosed nature.
- (b) The Company will permit the Union to establish permanent bulletin boards at mutually agreed locations at each Plant gate, two (2) located in the Kemano Powerhouse and one (1) in Kemano's outside shops.
- (c) The Company shall permit Union messages, of a non-controversial nature, to be displayed on the video display terminals installed in lunch and cool rooms in Kitimat and Kemano. Such notices shall be approved as per 4.04 (a) above.
- (d) The Company shall make every reasonable effort to introduce new employees to the Shop Steward(s) and Occupational Health & Safety Representative(s) in their work area.
- (e) The Company shall supply the Union each month with a Job and Rate Summary Sheet.
- (f) The Company agrees to include the CAW Local 2301 logo on aluminum products at Kitimat Works. The parties agree the logo will be placed on the explosion sticker, along with the **Rio Tinto Alcan** and Made in Canada text.
- (g) The Company agrees to fly a CAW 2301 flag at the main administration building at Kitimat Works. The Union will provide the flag to the Company.
- (h) **The Company agrees to post the Executive and Union Committees lists in the e-room semi-annually.**

04-LI-#1 Union Dues

LETTER OF UNDERSTANDING

04-LU-#1

Union Participation in Induction of New Employees

ENTERED INTO THIS 1st day of September, 1988.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

04-LU-#1 (continued)

This letter sets out the parties' intent respecting the Union's participation in the Company's induction program of new employees as provided for in Article 4.01(e) of the Collective Labour Agreement.

The **UNIFOR** Local 2301 President or delegate will cover the following agenda with new employees.

1. Review members of the Union Executive, committees (e.g., Job Evaluation, Grievance, etc.), Shop Stewards, O.H.S.&E. representatives and the Union Safety Representative.
2. General history of **UNIFOR**
3. Review of **UNIFOR** National Constitution and UNIFOR Local 2301 by-laws.
4. Benefits of becoming a **UNIFOR** Local 2301 member.
5. Explanation of Rand formula, dues deductions.
6. Explanation of sign-up procedure and the initiation fee. The President, or delegate, may hand out an information package which may include a **UNIFOR** Local 2301 application form.
7. Review of employee rights as set out in the Collective Agreement.
8. Question and answer period.

At no time during the meetings with new employees will the President or delegate make any statement which the Company deems as critical of any of the Company's policies, practices, programs or personnel.

Following the presentation by the Union President or delegate the Company will permit new employees to complete Union application forms on the day of induction if they so desire.

The Company will forward all completed Union application forms to the Union, that are given to the Company by newly inducted employees, in the manner mutually agreed to by the Company and the Union.

The Company and the Union wish to ensure the freedom of choice of employees to either join or not join the Union. This letter may be cancelled by either party at any time should this freedom of choice be limited in any manner.

LETTER OF UNDERSTANDING

04-LU-#2

Union's Access to the Plant Site and Main Office

ENTERED INTO THIS 26th day of July, 1996.

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding providing the Union with clearance for vehicles and Union representatives to the Plant site and access to the main office.

The Union will submit a list of Union representatives and their requested access to Management.

04-LU-#2 (continued)

Prior to entering the premises, Union representatives will obtain permission from the area with sufficient notice of the time, place and purpose of the access so area production is not affected.

The Union agrees such access will not result in employees neglecting their work, and further agrees any vehicle accessing the premises will be properly insured.

The President, Vice-President, Full-Time Safety Rep, Business Agent and Chair of the Grievance Committee will be provided with the passes required to drive a personal vehicle in the plant. The Company will reimburse the premium to increase the insurance coverage for one vehicle, for each of these employees, from class 003 (within 15km) to class 007 (business). Both the passes and the premium reimbursement shall be valid until such time when personal vehicles are no longer permitted in the plant.

The parties agree that either party may cancel this Letter on written notice to the other party.

LETTER OF UNDERSTANDING

04-LU-#3

Union Billback

ENTERED INTO THIS 24th day of October, 1977.

The purpose of this Letter of Understanding is to record the agreement reached regarding approved leaves of absence requested by the Union under the provisions of Article 4.

Regular earnings and deductions shall be maintained by the Company and charged back to the Union for the following leaves of absence:

1.
 - (a) Employees on approved leaves of absence in accordance with Article 4.02 (d).
 - (b) Union Officers on approved leaves of absence in accordance with Article 4.02 (e) must be approved one (1) week in advance by the Company Human Resources Department.
 - (c) Employee on approved leaves of absence as provided for in Article 4.02 (f).
 - (d) One or both of the specified employees on approved absence in accordance with Article 4.02 (c).
 - (e) One or both of the additional employees on approved leave of absence for the specific purposes of servicing the Union in accordance with Article 4.02 (c).

Provided that:

2.
 - (a) It is agreed that regular earnings, for the purpose of this Letter of Understanding, shall mean an employee's regular basic hourly wage rate plus any shift or Kemano premium and Weekend Premium where applicable, multiplied by eight (8) hours a day to a maximum of forty (40) hours per week, and

4-LU-#3 (continued)

- (b) The Union shall forward to the Company monthly a statement of the days off of the eligible employees for the preceding month, and
- (c) The Union shall reimburse the Company on a monthly basis in an amount equal to 1.4 times the amount of the earnings involved. Effective 1 January

2011, the Union shall reimburse the Company on a monthly basis an amount equal to the amount of the earnings involved.

LETTER OF UNDERSTANDING

04-LU-#4

Union Dues

ENTERED INTO THIS 24th day of October, 1977.

1. The Company shall, based on the employee's regular hourly wage rate, regularly deduct Union dues, as specified by the Union from the earnings of each employee in the pay period relevant to the payroll disbursed in each month. Pension Benefits, **L.T.D.**, **D.I.P.**, or **W.S.B.C.** are not considered earnings for this clause.
2. The minimum monthly Union dues are equivalent to two (2) hours and twenty (20) minutes straight time pay for all members who work forty (40) hours or more in a month. For those members who work less than forty (40) hours in a month, the minimum monthly dues will be equivalent to one (1) hour and ten (10) minutes straight time pay.

Should there be insufficient earnings to allow for a full deduction after the other prior deductions have been taken, no deductions shall be made from that pay period, but a deduction in arrears will be made from the following pay period in the unsatisfied amount.

LETTER OF UNDERSTANDING

04-LU-#5

Meeting on Work Days

ENTERED INTO THIS 28th day of June, 1999.

This letter will record the agreement between the parties and will remain in force throughout the term of the Agreement.

Management will, when the situation justifies it, give Union activists time off to attend meetings with Management.

For example, if a Union activist attends a four (4) hour meeting with Management during normal business hours, and the activist is scheduled for a twelve (12) hour night shift, Management may request, on the activist's behalf, that the Supervisor grant four (4) hours off at the start of the shift that evening.

Management does the foregoing to ensure the employee is not over-fatigued or unable to work safely.

LETTER OF UNDERSTANDING

04-LU-#6

Pension Calculation for the Union President and Business Agent **and Union Full Time Safety Rep**

ENTERED INTO THIS 29th day of July, 2002. **Updated July, 2012.**

The Company agrees that time spent in the position of President, Business Agent **and Union Full Time Safety Rep** of UNIFOR Local 2301 shall be **paid at the Trades rate. If the individual is already live filed as Trades they shall receive an** 04-LU-#6 (continued)

additional 7% (seven percent) above that rate. For the purpose of calculating pension entitlement **for these positions, the rate they received will be used** subject to the rules of the Plan.

LETTER OF UNDERSTANDING

04-LU-#7

Day Shift Assignments of Union Officials

ENTERED INTO THIS 24th day of October, 1980.

WHEREAS the parties recognize the need to efficiently and promptly resolve problems in the areas of Job Evaluation and Grievances.

AND WHEREAS the parties recognize the desirability of having the Chairperson of the Job evaluation Committee, the members of the Grievance Committee and the Recording Secretary readily available during normal day shift hours to ensure the most effective and efficient discharge of their functions;

NOW THEREFORE the parties do agree:

In respect of the Chairperson of the Job Evaluation Committee, the members of the Grievance Committee and the Recording Secretary who are on shifts other than day shift, the provisions of Sections 9.01(c) and 9.01(d) of the Collective Labour Agreement shall be waived, except in the case of lay-off, in order that the Company may reassign or transfer the above named Union Officials to day-shift jobs.

1. Such reassignments or transfers, when made, shall be based on the following criteria:
 - (a) The efficiency of the particular committee to which the Union official belongs requires the regular and/or frequent availability of the Official.
 - (b) The efficiency of the operation is, or would be, impaired as a result of the required absence of the Union official to carry out committee activities while remaining on their normal shift schedule.
2. In those cases in which the parties agree under item (1) above or a determination is made by the Company under item (2) above, the Company shall reassign or transfer the employee based on the following considerations.
 - (a) The job in which the employee is placed will give the greatest amount of consideration possible to the expressed wishes of the employee.
 - (b) The job will make the greatest use possible of the employee's job skills.

- (c) The job to which the employee is reassigned or transferred will be of such a nature that it will allow the greatest opportunity possible for them to carry

04-LU-#7 (continued)

out their committee duties as well as ensuring the greatest productivity from their available time at work.

3. In those cases in which the employee is reassigned or transferred to a job which carries a lower basic hourly wage rate than that of their regular job, the Company shall maintain their basic rate at the higher of the two rates, including of all premiums which are an integral part of working shifts other than day shift.
4. The employee shall continue to accumulate seniority in their original seniority unit during the term of their Union office regardless of the seniority unit to which they are assigned during that term.
5. At the end of the employee's term in their Union position, which resulted in their reassignment or transfer, they will return to their former job or to another job in their original seniority unit which is available and to which they are entitled by seniority. At that time all maintenance of rates which have resulted as a consequence of this Letter of Understanding shall cease.

LETTER OF UNDERSTANDING

04-LU-#8

Union President's Wages

ENTERED INTO THIS 29th day of April 2007.

Effective 1 January 2011, the Company agrees to pay the wages of the Full-time President at the hourly rate for **Trades**, based on an eight (8) hour day and a forty (40) hour week.

In the event the Union member holding the position of President is already a tradesperson, then the Company agrees to pay their wages at 7% (seven percent) above their live-filed rate, based on an eight (8) hour day and a forty (40) hour week.

LETTER OF UNDERSTANDING

04-LU-#9

Monthly Remittance

ENTERED INTO THIS 25th day of March, 2007. **Updated July, 2012.**

Management will forward to the Union on a monthly basis, a credit in the amount of **fifteen thousand dollars (\$15,000)**, to be used by the Union as they see fit as cost relief to cover servicing administration, PEL, Social Justice and other Union programs.

LETTER OF UNDERSTANDING

04-LU-#10

Company Paid Trips for Union Committee Members

ENTERED INTO THIS 24th day of July, 2012.

Throughout the CLA the Company has agreed to pay for the wages, course fees, and reasonable travel cost for Union Committee Members to attend

04-LU-#10 (continued)

relevant conferences, courses, seminars or conventions once per calendar year.

The Company recognizes the importance of this training and will not unreasonably deny the attendance of the Union Committee providing the majority of content of event is related to the Committee work they are involved in.

LETTER OF UNDERSTANDING

04-LU-#11

Meeting Rooms

ENTERED INTO THIS 4th day of July, 2012.

During negotiations the Union requested a permanent meeting room for Union purposes in the plant. This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The Company agrees to continue to provide the Union access to meeting rooms, for the purpose of discussing issues such as EFAP, Health, Safety & Environment and Grievance Committee in the following manner:

- 1. For issues dealing with EFAP, the conference room in the Occupational Health Bldg. shall be available to ensure confidentiality. Use of this conference room may be arranged by contacting the Occupational Health Nurse.**
- 2. For the other issues the Company agrees to provide training to the administration staff at the UNIFOR Union Hall on the procedure of booking Conference Rooms in the Lotus Notes database.**

Article 5 - RIGHTS RESERVED TO MANAGEMENT

5.01

The Union understands and agrees to recognize that the Company has the right to manage and operate its Plants. This right includes but is not limited to: the hiring and directing of the working forces, the right to retire, promote, demote, transfer, discipline, lay-off, suspend and discharge employees for just cause; the determination of job content, the evaluation of jobs, the assignment of work and the determination of the qualifications of an employee to perform work; the methods and processes and means of manufacturing; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's Plants, equipment, products and operations.

5.02

The Company understands and agrees that the exercise of its rights in this Article does not relieve the Company of its obligations arising out of any other provision of this Agreement, or limit the rights of the Union or employees arising out of any other provision of this Agreement.

Article 6 - ASSIGNMENT OF WORK

6.01

Except in case of emergency, or for the purpose of giving or imparting instruction or training, or for the purpose of determining the nature of work which has been or is to be performed, no staff employee of the Company shall perform any work normally performed by a person who is one of those described in Section 1.01 of Article 1 (Application) of this Agreement.

6.02

If there are particular instances or areas where complaints or grievances under Section 6.01 are being made or filed repeatedly, such instances and areas will be the subject of special discussions between the Grievance Committee and the Human Resources Manager or representative.

6.03

- (a) It is agreed that the Company retains the right to place employees supernumerary to the regular hourly crew as staff employees, for the purpose of providing them with special training and preparing them for supervisory or technical positions.
- (b) The Company will advise the Union of the names of such persons prior to their placement.
- (c) **Once an employee has accumulated three thousand (3000) hours working in a temporary staff position they will be returned to the bargaining unit for a minimum of twelve (12) months.**

6.04

An employee working as temporary staff, who has completed a temporary staff assignment, will not normally be eligible to work overtime until the employee has returned to and completed one full shift within the bargaining unit.

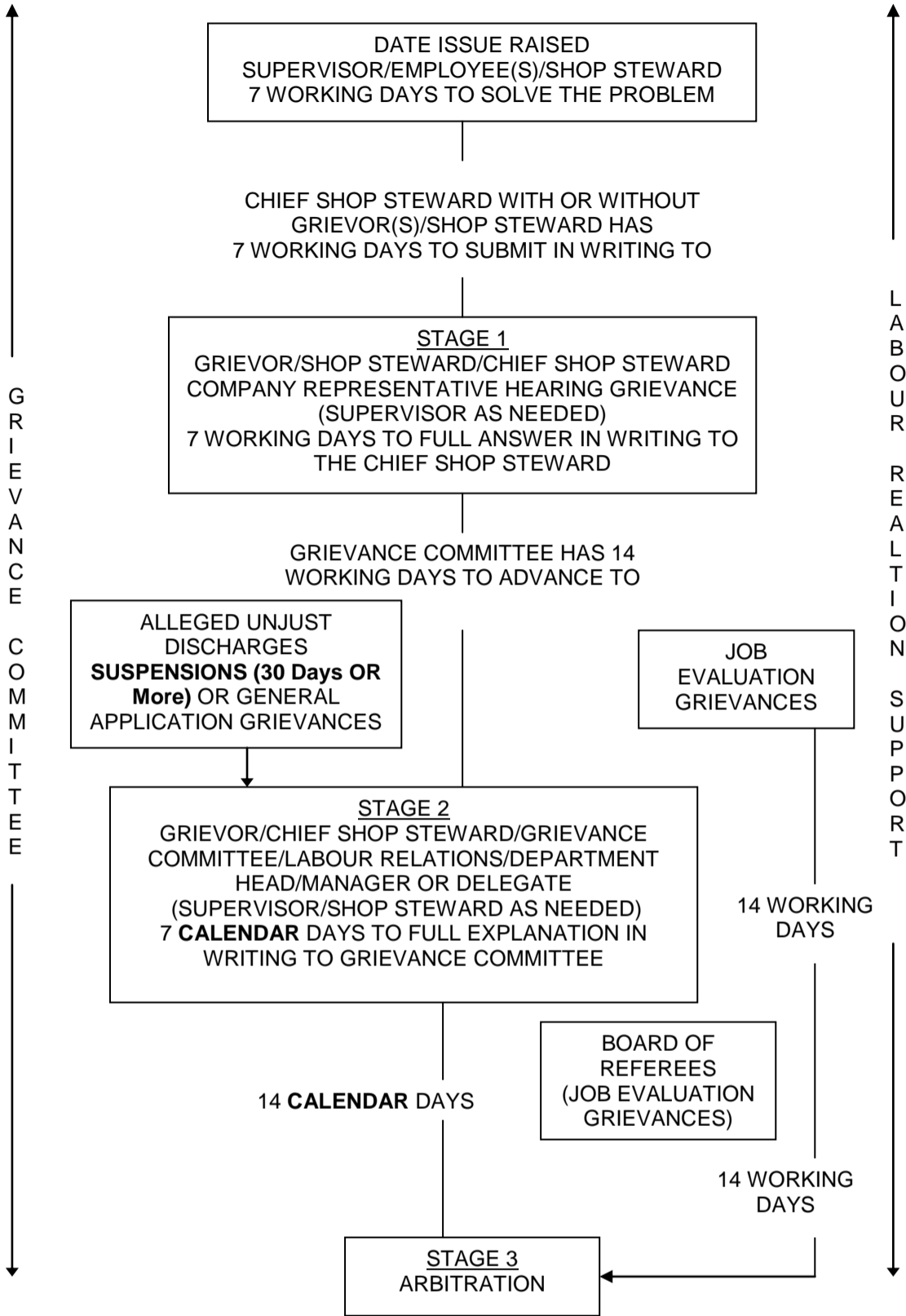
6.05

When Management places a bargaining unit employee into a temporary staff position, it will be for a minimum of four (4) hours.

6.06

When Management places a bargaining unit employee into a temporary staff position, Management shall ensure the employees who will be working under the supervision of the temporary staff employee are informed at the time of the placement.

Article 7 - GRIEVANCE PROCEDURE



This diagram is for general information only, and is not to be construed as amending or modifying in any aspect the specific provisions of Article 7 (Grievance Procedure)

7.01

- (a) "Grievance" means any difference between the Company and any employee or employees bound by this Agreement, or between the Company and the Union, concerning any alleged violation of the interpretation, application, or operation of the terms of this Agreement; and grievance shall also mean any difference arising from disciplinary action, and any difference concerning the evaluation of jobs in accordance with the provisions of Appendix V, and without limiting the generality of the foregoing, includes any question as to whether any matter is arbitrable. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article, without slowdown or stoppage of work.

Article 7 (continued)

- (b) In all cases while grievances are being investigated and settled, the employee or employees and all other employees involved, except an employee serving a disciplinary suspension or on lay-off, must continue to work, but where an employee(s) has been discharged by the Company, they shall not remain in the employ of the Company while their case is being investigated and settled.

- (c)
 - (i) When a disciplinary slip is given to an employee, the employee has the right to request the presence of a Shop Steward. Where requested, the Supervisor will make every reasonable effort to have a Shop Steward reasonably available in the area (see 20.03(b)) at the meeting.
 - (a) Shop Steward attendance at these meetings is to observe, and clarify and record information. These meetings are not adversarial.
 - (b) No grievances will be filed at the meeting.
 - (ii) When an employee is escorted out of the Plant, the employee will be given an opportunity to meet with a Shop Steward for fifteen (15) minutes prior to leaving the Plant, if a Steward is reasonably available in the Plant at the time of incident, unless such a meeting would create an undue hazard to the health and safety of any person. If there is no Steward available, the employee may make a phone call to a Steward whose name appears on the Shop Stewards list provided to the Company by the Union. Should the Steward choose to come to the Plant, they will be permitted to meet with the employee prior to the employee leaving the Plant. If a meeting cannot be held, Management will advise the Shop Steward of the incident.
 - (iii) The earnings of the Shop Steward will be maintained for the meetings referred to in parts (c) (i) and (ii).
 - (iv) All disciplinary slips which are placed in an employee's record shall contain the reason for the discipline and one copy shall be given to the employee. One copy shall subsequently be forwarded in confidence to the Union, as soon as is practical, if so requested by the employee.

7.02

"Area Chief Shop Steward", "Chief Shop Steward" and "Shop Steward" mean employees of the Company who have been authorized by the Union to deal with grievances. Such employees when not actually at work must first obtain the Company's permission before entering the Plant.

Subject to any other provision of the Agreement, under no circumstances shall an Area Chief Shop Steward, Chief Shop Steward or a Shop Steward take any action or issue any instructions which will interfere with production or with the Management, operation or direction of the Company's Plants, operations or working forces.

7.03

The jurisdiction of an Area Chief Shop Steward to act as such shall normally be confined to the general area of the plant in which they are employed. The jurisdiction of a Chief Shop Steward to act as such shall normally be confined to the particular department in which they are employed. The jurisdiction of a Shop Steward to act as such shall normally be confined to the particular shop, crew, potline or section of the Plant in which they are employed. However, a Chief Shop Steward or Shop Steward will be permitted to deal with a grievance outside their jurisdiction if there is no Chief Shop Steward or Shop Steward possessing the necessary jurisdiction or language qualifications available to do so.

7.04

The Grievance Committee of the Union shall consist of three employees of the Company designated by the Union, together with the Chief Shop Steward and Shop

Article 7 (continued)

Steward of the department from whence the grievance arose. The Grievance Committee of the Union may also include the President or delegate, should the President or delegate be on leave as provided for in Sections 4.02(c), (d), (e) and (f).

7.05

Kemano grievances may be processed through Arbitration at Kemano or Kitimat. The Company and the Union will endeavour to reach a mutually satisfactory agreement as to whether the grievance will be disposed of at Kemano or Kitimat. Failing agreement, the arbitrator or the Board of Arbitration shall determine, after hearing the parties, whether the Arbitration grievance will be disposed of at Kemano or Kitimat.

- (a) Subject to decision of the Union, and subject to the provisions of this Article, the Kemano Grievance Committee may process Kemano grievances through Stage 3, or such grievances may be processed by the Grievance Committee of the Union.
- (b) When a Kemano grievance is being processed through Stage 3 by the Kemano Grievance Committee, the Union may delegate one member of the Grievance Committee of the Union for that purpose to serve as an additional member of the Kemano Grievance Committee.
- (c) When a Kemano grievance is being processed through Stage 3 by the Grievance Committee of the Union, the Union may delegate one member of the Kemano Grievance Committee to serve on the Grievance Committee of the Union for that purpose.
- (d) Kemano grievances may be processed through Stage 3 at Kemano or Kitimat. The Company and the Union will endeavour to reach a mutually satisfactory agreement as to whether the grievance will be disposed of at Kemano or Kitimat. Failing agreement, the arbitrator or the Board of Arbitration shall determine, after hearing the parties, whether the Stage 3 grievance will be disposed of at Kemano or Kitimat.

7.06

- (a) The Union shall keep the Company advised as to the names and respective jurisdictions of the Shop Stewards, Chief Shop Stewards, Area Chief Shop Stewards and Grievance Committee members authorized by the Union to deal with grievances and a complete list shall be forwarded to the Company every three (3) months.
- (b) All those employees duly authorized by the Union to deal with grievances must arrange with and obtain permission from their immediate Supervisor, or in their absence, the General Supervisor or Department Head, for the necessary time away from their regular work to deal with grievances and such permission shall not be unreasonably withheld.

7.07

Upon obtaining the permission referred to in Section 7.06, an Area Chief Shop Steward, Chief Shop Steward, Shop Steward or Grievance Committee member will be permitted time off to handle grievances and their earnings shall be maintained, provided that the total of all such time off with pay of all Area Chief Shop Stewards, Chief Shop Stewards, Shop Stewards and Grievance Committee members, excluding the time of the Chairperson of the Grievance Committee, shall be limited to two thousand five hundred (2,500) hours in each year. The aforesaid time limit will be increased by two hundred and forty (240) hours upon the opening of each new potline subsequent to the effective date of this Agreement.

The Labour Relations Department will supply the Union with a copy of the monthly statement of time off under this article.

Article 7 (continued)

7.08

(a) Problem Solving Stage

Should an issue arise, an earnest effort shall be made by the employee(s), with or without a Shop Steward, to settle the issue with the Supervisor. If they are unable to resolve the issue within seven (7) working days, the Chief Shop Steward, with or without the grievor(s) have seven (7) working days to submit the grievance in writing to the Department Head or delegate.

(b) Stage One

A grievance which has been submitted in writing to the Department Head or delegate which is not heard within one calendar month from the date of submission to the Department Head or delegate following the Problem Solving Stage will be heard within the immediately following fourteen (14) working days.

The Company representative hearing the grievance will respond with a full explanation, in writing, to the Chief Shop Steward within seven (7) working days.

Failing acceptance of this resolution, the Chief Shop Steward with or without the grievor(s) may advance it to the Manager, or delegate within seven (7) working days.

(c) Stage Two

A grievance which has been submitted in writing to the Manager or delegate which is not heard within four (4) months from the date of submission to Stage One will be heard within the immediately following fourteen (14) **calendar** days. This period shall be automatically extended by any time utilized by the parties in excess of the time limits set forth in Stage One.

The Manager of the area or delegate hearing the grievance will respond with a full explanation, in writing, to the Grievance Committee within seven (7) **calendar** days.

Failing acceptance of the resolution, the Grievance Committee may advance the issue to arbitration within fourteen (14) working days.

(d) In the case of job evaluation grievances, the Union may, as provided for in Section 7.09 (b), notify the Company in writing that they are submitting the grievance to the Board of Referees.

7.09 Special Grievances

Grievances will be filed at, or advanced to the appropriate stage of the grievance procedure to ensure timely and meaningful decisions. In the event there is a dispute among the parties as to the appropriate stage for filing a grievance, the Labour Relations department and the Union Grievance Committee shall resolve the matter. The parties agree there are **four (4)** types of special grievances which shall be filed at advanced stages of the grievance procedure:

- (i) "A question of unjust discharge or unjust lay-off"
- (ii) "A question of Job Evaluation"
- (iii) "A question of general application"
- (iv) **"A question of unjust suspension of (thirty) 30 days or more"**

There may also be other situations where, by mutual agreement, grievances may be filed at an advanced stage of the grievance procedure.

Article 7 (continued)

- (a) Discharge or Lay-off - A claim by an employee that they have been unjustly discharged, or have been unjustly laid off, shall be treated as a grievance if a written statement of such grievance is lodged with the Human Resources Manager within seven (7) working days after the employee ceases to work for the Company. All preliminary stages of the grievance procedure prior to Stage 2 shall be omitted in such cases. If the employee requests, they shall have the right to interview their Shop Steward for thirty minutes at a place designated by the employee's Supervisor before they leave the premises. Such grievances may be settled by confirming the Management's decision in discharging or laying off the employee, or by reinstating the employee with full or partial compensation for time lost as seems just and equitable in the opinion of the conferring parties or arbitrator or the Board of Arbitration, as the case may be.
- (b) Job Evaluation - Subject to the provisos set out hereunder, the Union may invoke the provisions of this Article (Grievance Procedure) if:
- (i) The Union representatives on the Joint Job Evaluation Committee do not agree with the description and/or evaluation of a new job added to Appendix I by the Company in the manner prescribed in Paragraph 5, Appendix V, or
 - (ii) The Company representatives on the Joint Job Evaluation Committee do not agree with a requested revision to the description and/or evaluation and/or date of retro-activity of a job contained in Appendix I upon the request being made by the Union in the manner prescribed in Paragraph 6, Appendix V, that there has been a sufficient change in job content to change the evaluation of the job, or
 - (iii) The Union representatives on the Joint Job Evaluation Committee do not agree with the revised description and/or evaluation and/or date of retroactivity of a job contained in Appendix I made by the Company in the manner prescribed in Paragraph 7, Appendix V, or
 - (iv) The Union Representatives on the Joint Job Evaluation Committee do not agree with an unevaluated basic hourly wage rate instituted by the Company according to Paragraph 9, Appendix V.
 - (v)
 - (a) The grievance shall be deemed to have occurred on the date the Company receives the Union's statement of disagreement in the manner prescribed in Paragraph 5(c)(v) or in Paragraph 6(b)(v) or in Paragraph 7(b)(v) or in Paragraph 9(a)(iv) of Appendix V, whichever is applicable, and
 - (b) The Union shall bypass Stages 1 and 2. A Board of Referees shall be instituted to explore job evaluation grievances before these grievances may be submitted to arbitration. The Board of Referees will convene at the demand of either party, but not more often than once every three (3) months.

The Board of Referees shall be well experienced in job evaluation techniques and practices and shall consist of one Company appointee and one Union appointee. Appointees to the Board of Referees shall not be current employees or agents of the Company or the Union.

Each party shall pay its own costs and expenses of its appointee to the Board of Referees.

Article 7 (continued)

If a job evaluation grievance is not advanced to the Board of Referees within fourteen (14) working days after the Company receives the Union's Statement of Disagreement, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

If the Board of Referees reach agreement, their joint decision shall be final and binding. If the Board of Referees do not reach agreement, they shall each advise the parties in writing, stating their individual proposed settlement of each job evaluation disagreed, in which case the Union may notify the Company in writing that they are submitting the grievance to arbitration.

If the grievance is not submitted to arbitration within fourteen (14) working days of the date of the first written notice of one or the other member of the Board of Referees that the Board of Referees have not reached agreement on the settlement of the job evaluation grievance, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

- (c) Hearing and resolution of the grievance by the Job Evaluation Board of Referees, or under Stage 3 of the grievance procedure shall be confined to the degree allowed for the factor or factors or portion of the description on which the parties are in disagreement and to whether or not the conflicting proposals are consistent with the Kitimat Works Evaluation System. Factors resolved by the Job Evaluation Board of Referees or under Stage 3 of the grievance procedure shall not be used for future cross-comparison.
 - (d) There shall be no recourse to grievance procedure if the Union representatives on the Joint Job Evaluation Committee fail to meet with the Company representatives on the said Committee, or Task Force if the Union representatives on the said Committee fail to sign a statement in duplicate listing the factor or factors or portion of the description on which they are in disagreement and giving the reasons therefore, as prescribed in Paragraph 5(c)(v) or in Paragraph 6(b)(v) or in Paragraph 7(b)(v) of Appendix V, whichever be applicable, and
 - (e) Any change in basic hourly wage rate resulting from hearing and resolution of the grievance by the Job Evaluation Board of Referees or under Stage 3 of the grievance procedure, whichever is applicable, will be retroactive to the date of institution in the case of a new job added to Appendix I by the Company, or to the date the job content changes occurred that affected the evaluation as stated in Appendix V, Paragraph 6 or 7 or to the date on which the Company instituted an unevaluated basic hourly wage rate according to Paragraph 9, whichever is applicable. However, such change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the Job Evaluation Board of Referees hand their joint decision to the parties, or the date the Arbitrator or Board of Arbitration award is made under Stage 3 of the grievance procedure.
- (c) General Application - Where a grievance involves a question of general application, the Union shall bypass Stage 1. A "question of general application" means any difference between the parties to this Agreement concerning any alleged violation of the interpretation, application or operation of the terms of this Agreement, where such has involved the majority of employees, and has not involved only an individual employee or group of employees, or specifically involves the provisions of Section 23.01(a).

Article 7 (continued)

- (d) **Suspension of 30 days or more – A claim by an employee that they have been unjustly suspended for 30 days or more shall be treated as a grievance if a written statement of such grievance is lodged with the Human Resources Manager or their Delegate. All preliminary stages of the grievance procedure prior to Stage 2 shall be omitted in such cases. Such grievances may be settled by confirming the Management’s decisions in suspending the employee for 30 days or more, or by reducing or removing the discipline with full of partial compensation for time lost as seems just and equitable in the opinion of the conferring parties or arbitrator or the Board of Arbitration, as may be the case.**

7.10

The Company shall have the right to submit any grievance to the Union. Failing a satisfactory settlement within seven (7) working days of the submission in writing of the grievance by the Company, the Company shall have the right to submit the grievance to arbitration. The submission by the Company of a grievance to arbitration shall be undertaken in the manner described in Section 7.14, except that the roles of the Company and the Union in that section shall be appropriately reversed.

7.11

When a grievance is reduced to writing for submission at Stage 1 or Stage 2 of the grievance procedure, the following information shall be stated as clearly as possible: the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the employee or employees who claim to be aggrieved, the Section or Sections of this Agreement that the employee(s) claim the Company has violated, and the remedy they seek.

7.12

Unless otherwise mutually agreed by the parties, the submission under Stage 2 and to arbitration under Stage 3 of the grievance procedure shall be based on the original written grievance submitted under Stage 1 or Stage 2 of the grievance procedure. This shall not, however, prevent the Company or the Union from introducing new evidence or referring to other Sections of the Collective Agreement which are relevant to the grievance or amending the settlement requested.

7.13

- (a)
- (i) If either party is unable to meet the time limits stated, the grievance will be reviewed by the parties. The parties agree that reasonable efforts shall be made to comply with the time limits.
 - (ii) Notwithstanding the above, if the grievance is not submitted under Stage 1 of the grievance procedure within the employee’s first seven (7) working days from the date of the occurrence of the incident or incidents which gave rise to the grievance, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.
- (b)
- (i) Any grievance arising out of the posted weekly list referred to in Section 9.06 (c) shall be deemed to have occurred on the date on which the relevant list was posted and no award for claim for compensation shall be retroactive for more than ten (10) days beyond the date. If there is an error on a list, the date of the occurrence for purposes of computing retroactivity shall be the date the error was posted.
 - (ii) If a grievance arising out of the weekly posting is granted, and adjustment of seniority is pertinent to the granting of the grievance, the grievor’s relevant seniority shall be appropriately adjusted from the date of the grieved act.

Article 7 (continued)

- (c) Except as otherwise provided for in this Agreement, no claim for compensation shall be retroactive for more than seven (7) calendar days prior to the date the issue was raised.

7.14 Arbitration

- (a) The parties agree that, effective the date of signing of this Agreement, Mr. **Chris Sullivan and Mr. Wayne Moore**, shall be appointed to act as **arbitrators** for grievances referred to arbitration. The alternate arbitrator will be Mr. John Kinzie.
- (b) The arbitrator and alternate arbitrator shall be appointed for the duration of the Agreement but either party may, at its discretion, terminate the appointment by so advising the arbitrator or alternate arbitrator and the other party in writing.

In this event, or if for any other reason the arbitrator or alternate arbitrator is unable to perform their function, the parties may agree to appoint a new arbitrator or alternate arbitrator to fill the vacancy. Failing agreement by the parties on the selection of a new arbitrator or alternate arbitrator, the parties shall establish a Board of Arbitration by notifying each other within fourteen (14) days the name of their appointed member to the Board. The two (2) appointed members to the Board shall then, within a further fourteen (14) day period, select a Chairperson of the Board, or, failing agreement within the fourteen (14) day period by the two (2) appointed members to the Board on the selection of a Chairperson, the matter shall be referred by them forthwith to the Minister of Labour who shall be requested to appoint a Chairperson.

- (c) The Company and the Union shall each select a person to sit with the arbitrator during and after the hearing of a job evaluation grievance. Such persons, jointly but not individually shall advise the arbitrator during and after the hearing on points arising out of evidence but shall take no part in the making or publishing of the award of the arbitrator.

The arbitrator shall be entitled to accept or reject any advice they may have received from such persons, but they shall not in their award make references to such persons or to any advice they received, or to their acceptance or rejection thereof.

- (d) Grievances shall be heard by the arbitrator or the Board of Arbitration in the sequence in which they were submitted to arbitration, and no more than three (3) grievances shall be heard during one hearing. Grievances which have been submitted to arbitration shall, on the demand in writing of either party, be referred, within five (5) days of such demand, by joint telefax from the parties to the arbitrator or Chairperson of the Board of Arbitration, as applicable. The arbitrator or Chairperson of the Board of Arbitration shall reply to the parties within seven (7) days of the date of the telefax, either setting a date for the hearing, which shall be within forty (40) days of the date of the telefax, or advising the parties that this is not possible and naming the earliest date on which a hearing can be held.
- (e) At the time of sending the joint telefax referred to in Section 7.14(d), either party intending to engage legal counsel to present its case or cases at the arbitration hearing, shall so advise the other party.
- (f) The arbitrator or the Board of Arbitration should deliver their award in writing to each of the parties within thirty (30) days following the conclusion of an arbitration hearing. In the case of a Board, the award of the majority of the Board shall be the award of the Board and failing a majority award, the award of the Chairperson of the Board shall be the award of the Board. All awards shall be final and binding upon the parties, but in no event shall the arbitrator

Article 7 (continued)

or the Board have the power to alter, modify or amend this agreement in any respect.

- (g) No arbitrator or Chairperson of a Board of Arbitration shall have acted during the six (6) months preceding their appointment, or shall act during the term of their appointment in the capacity of solicitor, legal advisor, counsel, or agent for either of the parties or for any other Plant or division of **Rio Tinto Alcan** Inc. or for any other local or division of the Canadian Automobile Workers, nor shall they have either directly or indirectly any monetary interest in a grievance submitted to arbitration pursuant to the provisions of this Article.
- (h) Each party shall pay its own costs and expenses of arbitration, including the remuneration and disbursements of its appointee to a Board, or its advisor to the arbitrator. Each party shall pay one-half of the compensation and expenses of the Arbitrator or the Chairperson, and of the stenographic or other expenses of the Arbitrator or Board of Arbitration. However, the Company shall maintain the earnings of not more than three (3) Grievance Committee members or if the Arbitration is from Kemano there will be one additional representative from Kemano on the Grievance Committee as designated by the Union, one Chief Shop Steward, one Shop Steward and one grievor, while present during the hearing of each case. In the arbitration of a job evaluation grievance, the Union may replace members of the Grievance Committee or the Chief Shop Steward with members of the Job Evaluation Committee.

7.15 Expedited Arbitration

- (a) The purpose of the expedited arbitration process is to minimize delays in relation to the selection of arbitrators, the scheduling of hearings and the issuing of awards. To facilitate this, the process shall rely on a single named arbitrator as opposed to three (3) person panels. Further, the hearing procedure shall be streamlined through measures such as statements of agreed facts, pre-hearing disclosure, limits on witnesses, evidence, and use of authorities.
- (b) Where the parties mutually agree, expedited arbitration will be used to resolve grievances in place of the regular arbitration process. The availability of the expedited arbitration process may also result in the elimination of steps and the reduction of time limits between steps in the grievance procedure. Where such is the case, it shall be achieved only by the agreement of the parties, and in cases where the circumstances of the grievance warrant.
- (c) Grievances involving discipline of five (5) days suspension or less, or minor interpretations of the collective agreement language may be placed into the expedited arbitration process. Prior to the placing of a grievance into expedited arbitration, the parties shall hold a meaningful settlement meeting to attempt to resolve the issue. During this meeting the onus is on both parties to ensure the previous efforts within the grievance procedure have revealed all the known facts, relevant information, and documents related to the incident. This meeting will ensure all such matters related to the grievance are reviewed.
- (d) Expedited arbitration awards shall be binding, but of no precedential value, and shall not be referred to by the parties in respect of any other matter. Expedited arbitration awards shall not be subject to any form of judicial review.
- (e) Both parties shall retain the counsel of their own choice in the expedited process.
- (f) The employer shall bear the onus of proof in all cases except cases where interpretation of a clause in the collective agreement is in dispute by the Union. The party bearing the onus of proof shall present their case first.

Article 7 (continued)

- (g) The hearing shall be conducted in the most expedited way possible according to the nature of the grievance and all circumstances. The arbitrator will ensure procedural delays are avoided.
- (h) The parties will present the arbitrator with an agreed statement of facts at the start of the hearing, and witnesses shall be called only to give evidence concerning facts in dispute. The exception shall be where the grievor is required to give evidence on their own behalf.
- (i) Neither party shall impede the arbitrator from questioning any witness before them giving evidence.
- (j) The parties will limit their use of legal authorities, and will focus on precedents within the **Rio Tinto Alcan** Kitimat-Kemano system.
- (k) The arbitrator shall render a decision within three (3) calendar days of the hearing. No written reasons for the decision shall be provided beyond those the arbitrator deems necessary to convey a decision.
- (l) The parties agree, effective the date of signing of this agreement, Mr. John Steeves shall be appointed to act as the single arbitrator for grievances referred to expedited arbitration. The parties shall also name an alternate arbitrator who shall be called upon to serve in place of the regular arbitrator should he be unavailable. The arbitrators shall be appointed for the duration of the agreement.
- (m) The parties agree the expedited arbitration process shall not interfere with the regular arbitration process as described in Article 7.14 of the collective agreement. To that end, the arbitrator shall make available a minimum of six (6) days per year (three (3) blocks of two (2) days each) for expedited arbitration hearings in addition to those dates agreed to by the parties for regular arbitration hearings.
- (n) The parties agree the expedited arbitration process is a new addition to the grievance procedure and may require adjustment. Therefore, the parties agree that one year after the signing of this agreement the parties shall review and, where necessary, re-negotiate those aspects of the expedited arbitration process either party determines to require such.

7.16

Time limits mentioned in this Article may be extended by mutual consent of the parties.

07-LI-#1 Arbitration Blocks

LETTER OF UNDERSTANDING

07-LU-#1

Grievance Procedure

ENTERED INTO THIS 17th day of June, 1996

This Letter of Understanding shall replace all previous Letters of Understanding between the Company and the Union related to the GRIEVANCE PROCEDURE.

The parties have agreed to the following with respect to the handling of grievances and the conduct of the parties within the grievance procedure.

PREAMBLE

A grievance is a way of defining a problem. Both parties wish to encourage the resolution of problems at the earliest possible stage. Resolution requires open discussion with full explanations by both sides.

To achieve an early resolution, a Steward will require an opportunity to discuss the problem with the potential Grievor and the Supervisor. If all work requirements have been met, permission for time for the Steward to discuss the problem shall not be unreasonably withheld.

General

1.
 - (a) Union and Company representatives will treat each other with respect, and will conduct themselves in a professional manner. When involved in the process, the Supervisor and the Steward are considered equals, and will be treated as such.
 - (b) In order to encourage professional conduct and to facilitate an effective grievance resolution process, the Company agrees to maintain the earnings of Union members attending Shop Steward training seminars conducted by the Union. The maintenance of earnings shall not exceed a maximum of eight hundred (800) hours in any one calendar year.
 - (c) To achieve a good understanding of the changes in the new CLA the Company/Union agree to provide eight (8) hours of joint training to all Union Reps and front line management. The company agrees to cover the cost of training and maintain the wages of Union Reps in attendance and the Union agrees to provide a member of the Union Bargaining Committee as a trainer.

It is agreed by both parties that training of this nature should, by raising awareness of the new changes in the CLA, prevent a number of grievances in the future.

2.
 - (a) The Union and the Company will use their best efforts to ensure all grievances progress through the Grievance Procedure in a timely manner. The time limits set out in the Collective Agreement will apply. In order to have the grievance heard in a timely way, the Management or Union representative handling the grievance may have a delegate handle the case whenever the Management or Union representative is unavailable for one week or more. The delegate shall have full authority to deal with the grievance.
 - (b) Grievances will be filed at or advanced to the appropriate stage of the grievance process to ensure timely and meaningful decisions. Specifically, where a General Supervisor/ Supervisor is directly involved, the grievance will be promptly filed at stage 1; where the Org Manager is directly involved, the grievance will be promptly filed at stage 2 (e.g. discharge grievances). In the event there is a dispute among the parties as to the appropriate stage for filing a grievance, the Labour Relations Department and the Union Grievance Committee shall resolve the matter.
 - (c) There will be meetings scheduled as necessary between the Union Grievance Committee and the Labour Relations Department to discuss questions or problems arising out of the Collective Agreement; to review the scheduling of the grievances to ensure there is no undue delay. The earnings of the Union representatives will be maintained for the purpose of these meetings.

3. The primary purpose of the grievance meeting at each stage is to make an earnest effort to settle the grievance. This can only be achieved by identifying

and defining the problem. Therefore, where possible, the Steward and the Supervisor are expected to identify, define and resolve the problem.

4. Verbal sharing of information required to resolve the problem is encouraged at each level. It is understood each party may have confidential information/documents that cannot be shared with the other party. In any event, Union and Management will make each other aware of the existence of any known documents.

5. REPRESENTATIVES AT EACH STAGE OF THE GRIEVANCE PROCESS

The grievor may be present at each stage of the grievance process.

(a) Problem Solving Stage

- (i) Company - Supervisor
- (ii) Union - Shop Steward

(b) First Stage

- (i) Company - General Supervisor or Superintendent or Delegate hears grievance; Supervisor presents grievance.
- (ii) Union - Chief Shop Steward, Shop Steward.

(c) Second Stage

- (i) Company - Department Head/Manager or Delegate hears grievance; Labour Relations presents grievance.
- (ii) Union - Grievance Committee, Chief Shop Steward, Shop Steward.

- (d) Throughout the grievance procedure other people may be required at the hearings as designated by either party.

6. PROBLEM SOLVING STAGE

When the Supervisor is approached by the Shop Steward with a problem, the Supervisor, employee(s) and Shop Steward will have seven working days to solve the problem. Where reasonably possible this meeting will be held on the next shift. If reasonably possible, this meeting will be held on the next following shift. In any event, a mutually acceptable meeting will be scheduled when the Supervisor is approached.

7. ROLES OF THE PARTIES

At each stage of the grievance procedure, including the problem solving stage, the roles of the parties are as follows:

(a) Union

- (i) give a clear explanation of the problem/grievance and openly share all known facts relating to the problems including identity, where possible, of employee(s) affected, and the explanation of what occurred;
- (ii) give a clear explanation of how the Collective Labour Agreement has been violated and of what section or sections are involved;
- (iii) give a clear explanation of the act or acts complained of and why they occurred as well as the settlement requested;
- (iv) clearly put forward the argument in support of their position, and;
- (v) remain open to settling the problem by proposing solutions and being receptive to alternative resolutions.

(b) Company

- (i) clearly state the incident and explanations, as known to the Supervisor, openly sharing all known facts relating to the problem;
- (ii) where the Supervisor or area Management has taken the action at issue, a clear explanation of why the Company took the action will be given;
- (iii) give a detailed report of any relevant history of the incident, (i.e., if a discipline case, any prior current discipline);
- (iv) demonstrate the grievor's awareness of any rules, etc., and;
- (v) reference any collective agreement articles, Company rules and/or practices that support Management's actions or dispute the Union arguments;
- (vi) investigate all allegations thoroughly and in a timely manner;
- (vii) fully consider all options to settle the problem;

8. CONDUCTING THE MEETING AND HEARING THE GRIEVANCE

- a) The order of the presenters is dependent on who has the onus to prove the facts. In a discipline or discharge case Management presents their facts first; for all other grievances the Union presents first.
- b) Meetings are to be conducted in a manner that allows both parties to present their case in a professional manner:
 - (i) both Union and Management representatives are to listen to the presentations and obtain a clear understanding of the facts presented;
 - (ii) ask questions of either party to clarify any facts or unanswered questions relating to the problem of the grievance;
 - (iii) investigate and understand any newly raised items;
 - (iv) review the facts presented by the other party, the relevant Collective Labour Agreement articles, past practice and;
 - (v) make a decision regarding the disposition of the grievance

9. TIME LIMITS FOR COMMUNICATING THE DECISION

(a) Problem Solving Stage

At this stage, the Supervisor responding to the problem will verbally state to the Steward and, where possible, the employee, within seven (7) working days from the date of the initial meeting, a clear explanation of why the Company took the action it did, the decision on the problem along with a clear explanation of the reasons for the decision.

(b) First and Second Stage

(i) Union

If the Union decides to advance a grievance to First Stage, the Chief Shop Steward with or without the grievor(s)/Shop Steward

7-LU-#1 (continued)

has seven (7) working days to advance the grievance to the General Supervisor or Superintendent.

If the Union decides to advance a grievance to Second Stage, the Grievance Committee has seven (7) working days in which to advise Labour Relations in writing.

(ii) Company

At both First and Second Stage, the Management Representative has seven (7) working days to give their full answer, in writing, to the appropriate Union Representative who is the Chief Shop Steward at First Stage and the Chairperson of the Grievance Committee at Second Stage. The written answer will include the decision and a clear explanation of the reasons for the decision (rationale).

(c) Arbitration

When the Grievance Committee does not find the resolution acceptable the Grievance Committee has fourteen (14) working days in which they may submit the grievance to arbitration.

10. PRE-ARBITRATION DISCUSSIONS

- (a) Management and the Union agree the pre-arbitration process is not recognized as part of the grievance procedure as described in Article 7 of the Collective Agreement and is therefore voluntary in nature.
- (b) Pre-arbitration discussions involve the Union Grievance Committee and the Labour Relations Department.
- (c) The purpose of the pre-arbitration discussions is to determine which of the grievances advanced to the arbitration process will be heard at the next set of arbitration hearings.
- (d) Grievances are the property of the Union and it is ultimately the Union that will make the final determination if a grievance enters the arbitration process. In accordance with the Collective Agreement, the grievances are to be heard in the order they are advanced with the exception of:
 - (i) discharge cases, which go to the top of the list; or
 - (ii) cases which are set-aside by mutual agreement of the parties pending further investigation or discussion.
- (e) The parties will meet and, in an off-the-record manner, review each grievance advanced to arbitration. Each party must, and will, ensure all known facts are reviewed and any new developments that may have arisen since the grievance was advanced to arbitration are shared with the other party to ensure an informed decision can be made.
- (f) The parties may use this process to resolve problems where common ground can be identified. The parties agree to remain open to considering options to resolution of the grievance.
- (g) Resolved cases will be signed off in a letter of Grievance Resolution.

11. GRIEVANCE MEETING DATES

- (a) Grievance meetings are to be held as soon as possible and on mutually acceptable dates.

7-LU-#1 (continued)

- (b) If the Grievor and Supervisor are on different shifts since the filing of the grievance due to an employee request, the hearing should be held on the original shift at the time of filing and in the original area where filed. If Management has elected to change the shift of the employee, the hearing should be on the shift of the Grievor.

12. TRANSFER GRIEVANCES

In transfer issues, the Union will file a grievance at Stage 1 with the area that denied the transfer and the Union may use the Union representative from the employee's current work area to present the grievance.

13. CONTRACTING OUT GRIEVANCES

- (a) The parties agree that the Contracting Out Committee will not include any Management person responsible for hearing the grievances nor will it include any member of the Grievance Committee or alternate to this committee.
- (b) The 'problem solving stage' for contracting out grievances will normally occur at the Contracting Out Committee meeting. However, the parties recognize that there may be circumstances which require the Shop Steward, in the area affected, to initiate this stage.
- (c) First Stage
 - (i) Grievances for Kitimat will be filed with and heard by an agreed upon Management Representative.
 - (ii) Grievances for Works Power, including Kemano, will be filed with and heard by an agreed upon Management Representative.
 - (iii) Presenting first stage: this will be by the Company members of the Contracting Out Committee and by the Union members of the Contracting Out Committee.
- (d) Second Stage
 - (i) Grievances for Kitimat will be heard by the Org 06 Manager or their delegate.
 - (ii) Grievances for Kemano will be heard by the Org 20 Manager or their delegate.
 - (iii) Presenting second stage will be a Labour Relations representative for Management and the Grievance Committee for the Union.

14. MONTHLY GRIEVANCE MEETING

- (a) In recognition of the parties desire for a vehicle in which to address questions arising out of the Collective Agreement, as well as the timely scheduling of grievances that have been advanced to first and second stage, as well as arbitration, the parties will schedule a monthly meeting to:
 - (i) discuss questions or problems arising out of the Agreement;
 - (ii) review the scheduling of grievances awaiting first stage to ensure these are scheduled without undue delay;
 - (iii) review, and jointly ensure, grievances awaiting second stage hearings, or arbitration, are scheduled without undue delay.

7-LU-#1 (continued)

- (b) To facilitate the scheduling of grievances, Management shall log all grievances advanced to first stage, second stage or arbitration, and review this log with the Union and supply a copy to the Union on a weekly basis.
- (c) The meeting will be attended by the Union Grievance Committee and the Company Labour Relations representatives. Either party may invite an additional representative to address specific questions which may appear on the agenda. The earnings of the Union representatives will be maintained.
- (d) Additional ad hoc meetings of committee can be scheduled by either party.

Article 8 - LABOUR RELATIONS COMMITTEE

8.01

The Labour Relations Committee may discuss any question affecting employees in relationship to their employment with the Company but not matters which are currently in the grievance procedure (Article 7) of this Agreement.

8.02

The Union's Kitimat Labour Relations Committee shall consist of those Kitimat employees who hold the Union offices of President, Vice-President, Recording Secretary, Financial Secretary and **one (1) trustee** or their alternate selected from the other members of the Union's Executive. The Union's Kitimat Committee may also include the Union's Business Agent.

8.03

The Union shall advise the Company of the names of the Union officers referred to in Section 8.02 as soon as possible after their appointment and any subsequent changes in those appointments, if any.

8.04

Meetings of the Labour Relations Committee shall be held once a month. At least seven (7) days in advance of a meeting, each party will notify the other of the items it wishes to raise for discussion. Once per quarter a business review meeting will be substituted for the Labour Relations meeting. This meeting shall include the full Union Executive.

8.05

In Kitimat, meetings of the Labour Relations Committee will be arranged through the Union contacting the Human Resources Manager or delegate, or vice versa. Should a Kemano representative be required to attend a Labour Relations Committee Meeting, then it will be arranged through the Union contacting the Human Resources Manager or delegate, or vice versa.

8.06

Union Committee members attending Labour Relations Committee meetings shall have their earnings maintained.

8.07

The Union and the Company agree to discuss at a Labour Relations Committee meeting any matter related to the Collective Agreement prior to either party submitting the matter to the Labour Relations Board. If emergency or unusual circumstances do not permit prior discussion, the parties agree that the matter shall be placed on the agenda of the next meeting of the Labour Relations Committee.

Article 9 - SENIORITY

9.01

- (a) Seniority shall apply in cases involving the promotion, demotion, transfer, lay-off and recall of employees, and to those reassignments described in Section 9.01(d), unless it can be demonstrated that the skills, competence, efficiency and qualifications of one of the employees concerned are appreciably greater. Promotion shall mean reclassification of an employee within a departmental seniority unit from one job classification to a different job classification carrying a higher basic hourly wage rate. Demotion shall mean reclassification of an employee within a departmental seniority unit from one job classification to a different job classification carrying a lower basic hourly wage rate. Department shall mean a departmental seniority unit.
- (b) In the application of the provisions of the Article, the employee with the greatest relevant seniority shall be given first consideration for promotion, recall, transfer except in lieu of lay-off, or those reassignments described in Section 9.01(d), and the employee with the least relevant seniority shall be given first consideration for demotion, lay-off, or transfer in lieu of lay-off.
- (c) In the application of seniority, Company seniority shall be given first consideration in the case of a transfer between one department and another department, a lay-off, or a recall, and relevant trade or departmental seniority shall be given first consideration in the case of a promotion or demotion within a department, except that:
 - (i) transfers which are made on the basis of Company seniority between one department and another department, other than as an alternative to lay-off or being surplus, shall be made only from amongst those employees who have submitted a relevant request to Management in accordance with Section 9.02 (Job Posting), and
 - (ii) transfers which are made on the basis of Company seniority between one department and another department shall only be made to a regular job opening occurring in the starting job or jobs in the department, or to a regular job opening occurring in other than a starting job providing such opening is not to be filled by an employee already in the department, and
 - (iii) an employee may only exercise departmental seniority in the department in which they are employed, except that an employee who is in another department and who was surplus from the department due to lack of work, shall have the right to exercise a departmental seniority claim to the job, provided the employee has submitted a relevant job application. If the job to be filled is other than a starting job the employee shall have the right to exercise a departmental seniority claim only if they were previously incumbent in the job, and
 - (iv) the Company will permit transfers, provided such transfers do not significantly impair the efficiency of the department. When efficiency is significantly impaired, the Company may hire new employees rather than transfer present employees.
- (d) Departmental seniority may be exercised by an employee as follows:
 - (i) To be reassigned to a regular job opening occurring within their Department, providing the opening to be filled is a starting job or the same job and the employee has submitted a relevant request in writing to Management to be so reassigned in accordance with Section 9.02 (Job Posting). Nothing in the above shall limit the Company's right to assign employees as required to meet the needs of the operation.
 - (ii) Where an employee with **fifteen (15)** or more years seniority applies for a job posting to go to a vacancy in a department other than their own,

Article 9 (continued)

their application will be considered as if it were a reassignment. However, should the Department where the vacancy occurs determine that it could fill the vacancy from within its current workforce without replacing anyone in its complement, the application for the vacancy in that circumstance only will not be considered.

- (e) The Company and the Union agree to be governed by the lay-off, bumping and recall procedure set out in Appendix VII.

9.02 - Job Posting

(a)

- (i) Open job positions shall be posted on the 15th, or first following business day, by 12 PM (noon) of each month in both electronic and hard copy formats.
- (ii) Only full-time employees with Company seniority may apply for current job postings.
- (iii) Job postings shall be made available on the internet. An employee on an approved leave of absence may submit either an electronic or hard copy application. Subject to the provisions of Article 9.01(a) & (b) where the employee is offered the job and accepts, the job will be held for a period of up to one (1) year.
- (iv) Subject to the provisions of Article 9.01(a) and (b), an employee absent due to illness or injury will be eligible to claim a job provided there is a reasonable expectation they will return to regular duties within one year, based on a family physician's opinion.
- (v) Monthly job postings shall close at midnight two weeks after the date of being posted.

(b)

- (i) Job posting applicants shall be entered into a database from which a seniority list shall be generated. A copy of this seniority list shall be forwarded to the Union.
- (iii) The job shall be offered to the successful candidate within five (5) days of the closure of the job posting.
- (iv) Successful candidates shall be given 48 hours to either accept or decline the job.
- (v) **Once the successful candidate has accepted the job, the Company agrees to make every reasonable effort to move the employee into their new position as soon as possible.**
- (vi) **The Company further agrees that the successful candidate will be moved to their new job no later than three (3) months after they have accepted the position. If this does not occur, the Company shall provide the Union with reasons for the delay and the action plan to move the employee as soon as possible.**

(c)

- (i) Employees maintain the ability to return to their original job until their original job has been posted.
- (iii) In order to reclaim their original job, the employee must notify the Human Resources Department before their original job is posted on the 15th of the following month.

Article 9 (continued)

- (iii) If an employee is on an approved leave of absence when claiming a job there will be no opportunity for the employee to return to their original job.
- (iv) If an employee declines a job offer subject to Article 9.01(a) and (b), the job shall be offered to the next senior employee from the original seniority list generated as per 9.02(b)(i).
- (v) An employee reassigned or transferred in accordance with Article 9.02 may not apply for another job posting for a minimum of six (6) months.

9.03

In the application of the provisions of Sections 9.01 (c) and 9.01 (d), and except as an alternative to lay-off, three (3) regular members of the Grievance Committee of the Union, as defined in Section 7.04, the Chairperson of the Joint Job Evaluation Committee, as defined in Appendix V, the President and Recording Secretary, upon requesting:

- (a) a reassignment from a shift job to a day shift job within their own department or
- (b) a transfer from a shift job in their own department to a day shift job in another department,
- (c) shall be deemed to have greater relevant seniority than any other candidate for such a job.

9.04

- (a) The parties recognize the Company's right to hire temporary employees to perform temporary work. Such temporary employees may perform the work of regular employees for limited periods of time. The term of such work will be minimum four (4) months, with no obligation to provide work for the full four (4) months, to a maximum of five (5) months:
 - (i) In case of call-in replacement for the Union Executive, their alternates, O.H.S.&E. representatives, Shop Stewards, Chief Shop Stewards and Union Committee Members for hours of Union leave for these positions at the request of Management, the minimum term of such work will be four (4) hours.
- (b) A student employed during their regular holiday period or semester break shall be deemed to be a temporary employee.
- (c) Temporary employees shall not be eligible to attain regular employee status in accordance with Article 9.08. If reemployed they shall commence as new hires.
- (d) Temporary employees shall not be entitled to the provisions of the CLA except as provided for by 09-LU-#2.

9.05

- (a) Where transfers have to be arranged due to a shortage of work, temporary lay-offs shall be recognized to allow the Company time to arrange suitable work for those employees whose seniority, in accordance with the other provisions of this Article, entitles them to a transfer. Lay-offs of those entitled to transfer will not exceed three (3) days.
- (b) In the event of a temporary production stoppage due to a power failure, special temporary demotions and/or lay-offs may be made. Under such circumstances, the Company may, within a period of twenty-one (21) days from the date of such a temporary production stoppage, and in order to facilitate the safe and efficient shutdown and startup of potlines and ancillary

Article 9 (continued)

production units demote, lay-off, and recall employees by production unit crews or specific job classifications without regard to the other provisions of this Article.

9.06

The Company will maintain lists showing the Company, departmental and trade seniority of all employees to whom this Agreement applies.

- (a) The Company will supply the Union, every three (3) months, with a list, both in hard copy and electronic form, for the following:
 - (i) Current Company, departmental and trade seniority where applicable of all such employees.
 - (ii) All completed contracting out check lists and project notifications.
 - (iii) **A list of members with each member's name, phone number, and current address.**
- (b) The Company will also supply the Union with a weekly list of all new hirings, promotions, demotions, transfers, lay-offs, recalls and terminations of all such employees. The weekly list will contain the employee's name, serial number, applicable seniority and the jobs and departments concerned.
- (c) The Company will post the list referred to in Section 9.06(b) on the Kitimat Works bulletin boards.
- (d) The Company will also supply the Union, every three (3) months, with a list of employees in each seniority unit in order of their departmental seniority.
- (e) **The Company will also supply the Union, monthly if a pay out has occurred, with a list of pay outs as per 18-LU-#3(2). The list will contain the area, name of the employee, remedy given to the union, and the year-to-date total.**

9.07

- (a) Company seniority shall be computed in years and days of employment and shall, subject to Section 9.08 and 9.09, be based on elapsed time from the date of employment, or, if there has been a break in service, from the date of reemployment.
- (b) Departmental seniority shall be computed in years and days of employment in a department and shall, subject to Section 9.09, be based on elapsed time from the date of employment in the department. An employee transferred from one department to another department shall retain their departmental seniority in the previous department and if they are subsequently transferred back to the department in which the employee has seniority, then the seniority accumulated henceforth shall be added to the previous seniority.
- (c) Trade seniority shall be computed in years and days of employment, and shall, subject to Articles 9.08 and 9.09, be based on elapsed time from the date of employment in the trade, or if there has been a break in working in the trade, from the date of reemployment in the trade plus any trade seniority previously accumulated. An employee transferred from one department to another department shall continue to accumulate their trade seniority as long as they are employed in their trade.
- (d)
 - (i) Employees in the bargaining unit who are or have been permanently promoted or transferred to supervisory or to other positions not subject to this Agreement for a period of less than one year, will retain their

Article 9 (continued)

seniority standing, and if subsequently demoted or transferred back to a job in the bargaining unit, the time spent in the supervisory or other position will be added to such standing.

- (ii) Employees in the bargaining unit who are or have been permanently promoted or transferred to supervisory or to other positions not subject to this Agreement for a period in excess of one year, will retain their seniority standing, and if subsequently demoted or transferred back to a job in the bargaining unit, the time spent in the supervisory or other position will not be added to such standing.
- (iii) Seniority for the purpose of this clause shall mean Company seniority and relevant department and trade seniority. When placing such employees in the bargaining unit it shall be done in such a manner that no employee shall, as a consequence, be displaced from their job classification.

9.08

An employee shall not be deemed to have any seniority until they have worked ninety (90) days. During such period the employee shall be on probation and the Company may terminate their employment for any reason. When exercising their right to terminate, the Company will not act in a discriminatory manner. Upon completion of ninety (90) days worked, an employee shall attain regular employee status and shall then be entitled to seniority dating from the date on which they entered the Company's employ.

9.09

No employee shall lose any of their then acquired seniorities by virtue of any approved absence. However, the accumulation of seniorities during the period of approved absence will be dictated by the type of such absence as specifically provided for in this Section. Approved absence shall include:

- (a) Any lay-off not exceeding twelve (12) months for employees with less than ten (10) years of Company seniority or any lay-off not exceeding fifteen (15) months for employees with ten (10) years or more of Company seniority, providing the employee returns to work within five (5) calendar days after they are called. If the employee cannot report for work within the five (5) calendar days but notifies the Company in writing, within seventy-two (72) hours after they are called, of their wish to return, the Company, will, at its option, either grant them an extra delay up to a total of ten (10) days from the date of their call or give them the privilege of a second call if an opportunity develops within one year from the date of their lay-off. The period of seventy-two (72) hours referred to herein may, in the case of non-residents, be extended by mutual agreement between the parties. Any offer of recall shall be made by registered letter or hand-delivered letter addressed to the last address furnished by the laid-off employee.

Relevant Company, trade and departmental seniorities shall continue to be accumulated for any such absence of one hundred and eighty (180) calendar days or less. However, if such absence exceeds one hundred and eighty (180) calendar days, then no seniority shall be accumulated during the absence.

- (b) Annual vacation.
Relevant Company, trade and departmental seniorities shall continue to be accumulated for the duration of such absence.
- (c) Service with the Armed Forces during time of war or national or local emergency declared by national or provincial authority.

Article 9 (continued)

Company seniority shall continue to be accumulated for the duration of such absence. Relevant trade and departmental seniorities shall continue to be accumulated for up to one year of any such absence.

- (d) Suspension for disciplinary reasons.

Company seniority shall be accumulated for the duration of such absence. Relevant trade and departmental seniorities shall be accumulated for any absence of **forty-five (45)** days or less. However, if such absence exceeds **forty-five (45)** days, then trade and departmental seniorities shall not be accumulated during the absence.

- (e) Industrial injury or illness established to the satisfaction of the Company provided that:

(i) The approved absence shall not exceed three (3) years. Company, trade and departmental seniorities shall continue to be accumulated for the duration of such approved absence.

(ii) Notwithstanding the provisions contained in 9.09(e)(i), the approved absence for an employee receiving benefits under the Long Term Disability Plan or temporary disability compensation under the Workers' Compensation Act, shall continue for the duration of their benefit period. Company, trade and departmental seniorities shall be accumulated as per the provisions of the preceding sub-section (i) of this clause.

- (f) Non-industrial injury or illness established to the satisfaction of the Company provided that:

(i) For a regular employee with less than five (5) years Company seniority at the commencement of such absence, the approved absence shall not exceed one year. Company, trade and departmental seniorities shall continue to be accumulated for the duration of such approved absence.

(ii) For an employee with five (5) or more years Company seniority at the commencement of such absence, Company, trade and departmental seniorities shall be accumulated during the first year and only Company seniority shall continue to be accumulated during the duration of such approved absence.

(iii) Notwithstanding the provisions contained in 9.09(f)(i) and 9.09(f)(ii), the approved absence for an employee receiving benefits under the Long Term Disability Plan shall continue for the duration of their benefit period. Company, trade and departmental seniorities shall be accumulated as per the provisions of the preceding sub-sections (i) and (ii) of this clause.

- (g) Leaves of absence not exceeding three (3) years for Union activity as provided for in Article 4.

Relevant Company, trade and departmental seniorities shall continue to be accumulated for the duration of such absence.

- (h) Absence for any other reason not exceeding one year, providing leave has been requested in writing by the employee and approved in writing by the Company.

Company seniority shall continue to be accumulated for the duration of such absence. Relevant trade and departmental seniorities shall continue to be accumulated for any such absence of thirty (30) days or less.

Article 9 (continued)

However, if such absence exceeds thirty (30) days, then trade and departmental seniorities shall not be accumulated during the absence.

- (i) Under special circumstances, the Company may grant extension of absence beyond one year.
- (j) Pregnancy leave as provided in Article 12, not exceeding one year. For an employee with less than one year of Company seniority at the commencement of such absence, Company seniority shall be accumulated for the duration of the basic leave. For an employee with one or more years of Company seniority at the commencement of such absence, relevant Company, trade and departmental seniorities shall be accumulated for the duration of such absence.

9.10

If an employee's service with the Company is terminated, their seniority shall cease, and if reemployed, they shall start as a new employee.

LETTER OF UNDERSTANDING

09-LU-#1

Union Staff

ENTERED INTO THIS 26th day of July, 1996

Union Staff

1. An employee who is
 - (i) appointed, selected or elected to work for a Local Union or
 - (ii) appointed or elected to a position on the staff of the National Union, or
 - (iii) appointed, selected, or elected by the Union to the staff of the Canadian Labour Congress or to the staff of a Provincial, Country, City or Regional CLC Council, or British Columbia Federations of labour, shall at the written request of the Union, receive temporary leaves of absence for periods not to exceed three (3) years or the term of office, and shall continue to accumulate seniority for the duration of the absence.
 - (iv) The Union agrees to grant a variance to Letter of Understanding 09-LU-#2, for (ii) & (iii) above, in that hours worked by a temporary employee while replacing the employee on leave will not be included in the calculation of the temporary hours.
2. A leave of absence granted in accordance with the terms of this Letter will not exceed five (5) years. The leave may be renewed only at the request of the Union, and with the mutual agreement of Management.
3. When an employee is granted a leave of absence in accordance with this Letter, the Union shall have the right to discuss with Management the maintenance of APP and benefit plans currently applicable to bargaining unit employees for said employee. Where possible, Management agrees to accommodate reasonable requests with respect to the maintenance of APP and benefits plans, at no cost to the Company.

LETTER OF UNDERSTANDING

09-LU-#2

Temporary Employees Administration

ENTERED INTO THIS 1st day of September, 1988.

The purpose of this Letter of Understanding is to record agreed-upon matters related to the administration of temporary employees, as provided for in Article 9.04 of the Collective Labour Agreement.

Special provisions relevant to individual temporary employees are contained hereinunder.

1. The expected duration of an employment term will be communicated to the temporary employee prior to the commencement of the employment term. Should the employment term equal or exceed three (3) months, then that same employee who has completed the employment term shall not be called back for another employment term until five (5) calendar days have transpired.

2. (a)
 - (i) Upon completion of one thousand five hundred (1,500) straight time hours worked, a temporary employee shall be given a credit of Company Seniority ("CS") of two hundred and sixty-three (263) calendar days from the date they achieve the one thousand five hundred (1,500) straight time hours worked.

 - (ii) Temporary employees hired into regular full time positions without "CS" will be given a credit of Company Seniority based on the following formula:

 - (iii) $(7/5 \times \text{straight time hours worked divided by } 8) = \text{calendar days with the exclusion of any time worked prior to any seven (7) consecutive month period that the employee did not work.}$

 - (iv) Under no circumstances will the credit of Company Seniority predate the original date of hire.

- (b) Until a temporary employee has gained "Company Seniority" the Company may terminate their employment for any reason. When exercising their right to terminate, the Company will not act in a discriminatory manner.

- (c) A temporary employee with "Company Seniority" may only be discharged for just cause.

- (d) In filling a temporary position the Company shall first offer the temporary position to temporary employees with "Company Seniority" who are available and who have the skills and ability to do the temporary job, in order of number of their "Company Seniority".

- (e) This section applies only to those temporary employees responding to 12-hour continuing shifts and to 12-hour day shift.
 - (i) Temporary employees called in for short term assignments (such as one, two, three, etc. shifts) will be allowed to only accumulate eighty-four (84) hours per pay period, or maximum of one shift rotation in Kemano.

 - (ii) Temporary employees on short term assignments, who as a result end up working four (4) twelve hour shifts in a row or one shift rotation in Kemano, must be given two (2) days rest (that is, they are not available to be called in for those rest days).

- (iii) If for some reason, temporaries on short term assignments are required to work after they have reached the eighty-four (84) hour maximum or one shift rotation in Kemano in a pay period, they will be entitled to overtime pay as per regular employees (*note*: regular employees and those employees on a specified employment term in the area must be given first refusal for overtime work).
 - (f) The word “available” in Letter of Understanding #09-LU-#2(2)(d) is intended to mean that the temporary employee with “CS” who is first offered the temporary position is available on the date the specified employment term is to begin.
 - (g) A student temporary employee is not eligible to attain “Company Seniority”. Notwithstanding clause 2 (d), a student temporary employee may be hired to fill any temporary position, providing temporary employees with “CS” currently working in the administrative department do not work less than the student temporary employee during the summer semester break.
3. (a)
- (i) Normally, non-skilled regular positions in the Plant will be filled from the pool of temporary employees. When filling a regular non-skilled position from the pool of temporary employees, Management will offer the position to the temporary employee with the greatest Company Seniority provided the temporary employee:
 - (a) has the skills and ability to learn to perform the duties of the position to be filled; and
 - (b) is in the department or is in an area other than the Potrooms or Casting; or,
 - (i) the opening is in an area other than the Potrooms or Casting.
 - (b) If the temporary employee hired to fill the regular position has “Company Seniority” they shall attain regular employee status upon filling the regular position and shall not be required to serve a probationary period.
 - (c) Should a regular position be filled by a temporary employee who does not have “Company Seniority” but who has worked in the same administrative department as the regular position to be filled for a minimum of ninety (90) days worked, the temporary employee shall attain regular employee status upon filling the regular position and shall not be required to serve a probationary period.
 - (d) Should a regular position be filled by a temporary employee who does not have “Company Seniority” but who has worked as a temporary employee in the same seniority department as the regular position to be filled, then their probationary period shall be reduced by the number of days worked in the seniority department up to a maximum of forty-five (45) days.
 - (e) Should a regular position be filled by a temporary employee who does not have “Company Seniority” and who has never worked as a temporary employee in the same seniority department as the regular position to be filled, then their probationary period shall be ninety (90) days worked.
4. Notwithstanding Article 9.04(d) temporary employees shall be entitled to the following benefits, subject to the restrictions listed in this Letter, or elsewhere in the Collective Agreement.
- (a) Safety Clothing as outlined in Article 21.

09-LU-#2 (continued)

- (b) Prescription safety glasses as outlined in Section 21.07.
 - (c) The Company shall pay for each actively employed temporary employee one hundred percent (100%) of the premium cost of the Medical Services Plan of B.C. This shall cease upon termination.
 - (d) Upon achieving "Company Seniority", the Company shall pay for each actively employed temporary employee, one hundred percent (100%) of the premium cost of medical services plans which shall consist of the following:
 - (i) Pacific Blue Cross Extended Health Benefit Plan, Schedule A,
 - (ii) Pacific Blue Cross Medical Travel Benefits Plan,
 - (iii) Pacific Blue Cross Dental Plan as per Article 34.
 - (a) the three (3) months of continuous service will be considered to be covered for Plan A & B of the Dental Plan;
 - (b) the time will be considered as continuous service and be credited towards eligibility and the waiting period for Plan C of the Dental Plan.
 - (iv) Pacific Blue Cross Extended Health Benefit Plan, Vision Care.
 - (v) Premium payments shall cease upon termination.
 - (vi) In the event compulsory government sponsored medical service plans are expanded or instituted to cover all or any of the benefits included in the Plans listed above, the Plan(s) listed above shall be amended to exclude the new benefits provided by the government sponsored plans and the Company's contributions to the monthly premium cost adjusted accordingly.
5. Notwithstanding Article 9.04(d), temporary employees shall also be entitled to the following benefits, subject to the restrictions listed in this Article or elsewhere in the Collective Agreement, during their specified employment terms:
- (a) Wages, as per Appendices I and II of Collective Agreement
 - (b) Shift premiums, as per Article 15
 - (c) Weekend premium, as per Article 16
 - (d) Overtime, as per Article 18.03
 - (e) Call-in premium, as per Article 18.04
 - (f) Overtime meal subsidies, as per Article 18.05
 - (g) Bereavement leave, as per Article 12.03
 - (h) Citizenship leave, as per Article 12.04
 - (i) Statutory Holidays as outlined in Article 14
 - (j) Floating Holidays as outlined in Article 14, subject to the provision that the employee shall not receive more than two (2) floating holidays in one calendar year.
 - (k) Pregnancy, parental and adoption leave, as per Article 12.02

09-LU-#2 (continued)

- (l) CSO premiums as per Letter of Understanding 17-LU-#2
 - (m) Disability Indemnity Plan benefits subject to the provisions of Article 37, Volume II up to the end of their respective employment terms. "With respect to D.I.P. entitlement, once a temporary employee has qualified under the current criteria, the temporary employee will not have to re-qualify for this benefit".
 - (n) Temporary employees who have attained "Company Seniority" shall have the waiting periods in 5(i), 5(j), and 5(m) above waived.
6. Temporary employees who are on approved leaves of absence requested by the Union in accordance with Article 4 of the Collective Agreement shall have their regular earnings and deductions maintained by the Company and charged back to the Union as per Letter of Understanding 04-LU-#3.
7. Temporary employees with "Company Seniority" will be allowed to schedule:
- (a) Their earned vacation as per Article 13
 - (b) Banked statutory holidays as per 17-LU-#7
 - (c) Compensating shifts off as per 17-LU-#2
 - (d) Floating holidays as per Article 14.09
8. Special provisions relevant to temporary employees in general are contained hereinunder.
- (a) The hours worked by temporary employees normally will not exceed 6.5% of the total annual hours worked by all employees.
 - (b) Each temporary employee will have the first three (3) weeks of their employment or training in a new department exempted i.e. three (3) weeks in Potrooms and later three (3) weeks of training in Casting – all is exempt from the 6.5% calculation.
 - (c) Hours worked by a temporary employee when replacing a regular full time employee who is attending a recognized substance abuse treatment centre will be exempt from the 6.5% calculation.
 - (d) Hours worked by a temporary employee when replacing a regular full time employee who is on a leave of absence, as per Letter of Understanding 9-LU-#1 (Union Staff) of this agreement, will be exempt from the 6.5% calculation.
 - (e) Hours worked by a temporary employee when replacing a regular full time employee who is receiving practical experience, as per Letter of Understanding 10-LU-#1 (Temporary Assignment i.e. Firing Time) of this agreement, will be exempt from the 6.5% calculation.
 - (f) Hours worked by a temporary employee when replacing a regular full time employee who is on Sabbatical Leave, as per Letter of Understanding 12-LU-#2 (Sabbatical Leave) of this agreement, will be exempt from the 6.5% calculation.
 - (f) Hours worked by a temporary employee when replacing a Chief Area Safety Rep. or the Union Co-chair of the K.K.O.H.S.&E. Committee, as per Letter of Understanding 20-LU-#4 (Temporary Day Shift Assignment for Chief Area Safety Representative) of this agreement, will be exempt from the 6.5% calculation.

09-LU-#2 (continued)

9. There shall be a joint committee comprised of two (2) Union representatives and two (2) Company representatives to review the use of temporary employees. The purpose and operation of this committee is provided for in the attached "Mandate".
10. The earnings of the members of the committee shall be maintained as provided for in Article 26.02.
11. All temporary employees in Kitimat Works will be placed in a system that consists of two (2) pools. This will allow the Company to utilize the temporary employees in any area within the pool to which they are hired.
 - (a) Pool #1 will include temporary employees utilized at the wharf (train crew and shipping included), Ingot Finishing, A-Casting and B-Casting.
 - (b) Pool #2 will include temporary employees utilized in Lines 1-8 plus areas other than Pool #1.
 - (c) Training of temporary employees as per 8(a) (ii) (special provisions relevant to temporary employees in general) of this letter will be the responsibility of the Company to ensure they have the necessary skills to perform the position they are assigned in the pool.
 - (d) The areas to which each temporary employee is assigned will be communicated to the Union in writing.
12.
 - (a) It is the Company's requirement to meet the workload demand in its various operating departments, by providing appropriate manning levels. Excessive manning results in idle **workforce**, while insufficient **workforce** results in the non-attainment of production needs.
 - (b) Workload demand is that quantity of hours of work that exists on any given work day. Workload demand varies with projects, breakdowns, emergencies, and with changes to the operation. Workload demand is met by a combination of basic **workforce** and support **workforce** which together give total available **workforce**. Variations in total available **workforce** are caused by:
 - (1) Absenteeism;
 - (2) Administered time off.
 - (c) The Company, in order to meet workload demand, must either increase support **workforce** or restrict discretionary variations (i.e., administered time off) as much as possible. This would result in the same number of people off at desirable times of the year such as Christmas and June as at other times of the year.
13. The Company's intent is to be flexible wherever feasible with the administration of time off including vacation, banked statutory holidays, CSO's, floaters, Union leave and other leave requests referred to in the CLA that are based on established need. Thus, temporary employees are used to vary the level of support staff required to meet fluctuating workload demand. In application, this results in the use of regular support **workforce** to meet the minimum average support requirement and temporary employees to meet the peak support needs, which are over and above this minimum average support requirement.

Once overall **workforce** plans are established, there are four criteria used to monitor needs on an ongoing basis:

- (a) Employee hours worked in proceeding year

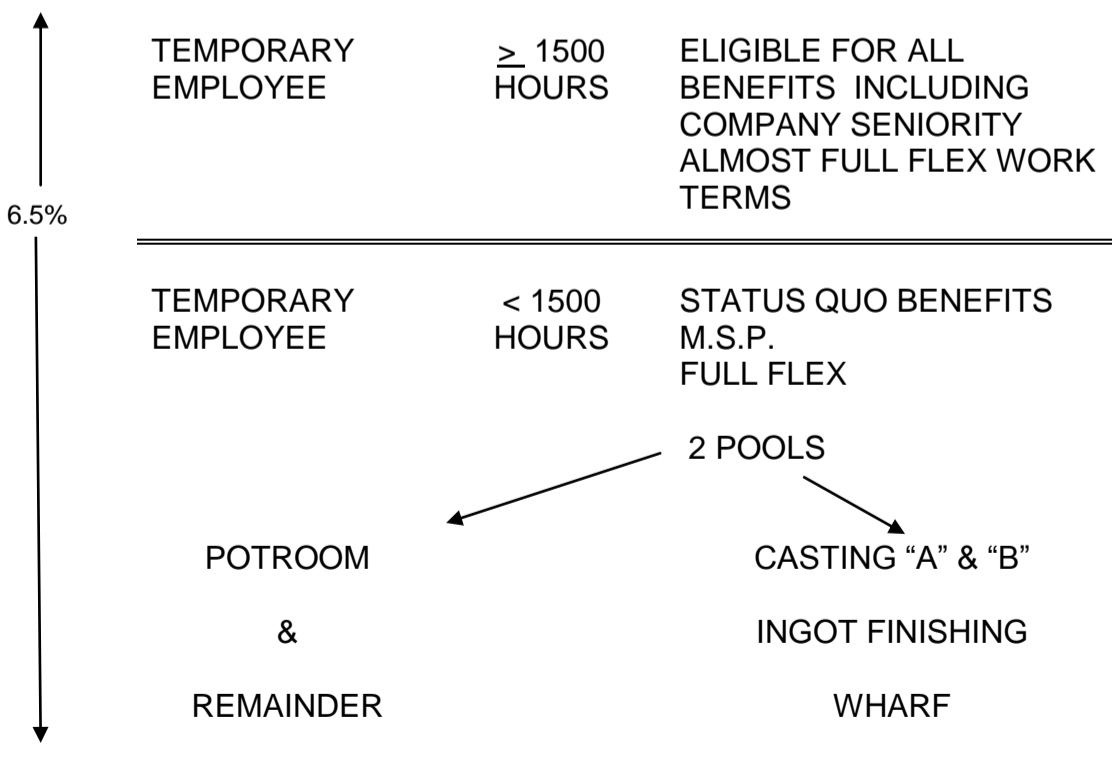
- (b) Absenteeism levels
- (c) Administered time off (vacation, CSO's, floaters, etc.)
- (d) Projects (planned)

14. Employee hours worked will vary with changes in production and/or service levels (variations in workload). Absenteeism will fluctuate due to sickness, injury and leaves of absence. Vacations, CSO's, floaters, etc. are expected to be roughly the same year after year.

15. The use of temporary employees, as stated, will be confined to meeting these variations, and will be in accordance with Article 9.04; i.e., temporary employees will do temporary work, or regular work for limited periods of time. The work done by temporary employees normally will not exceed 6.5% of the total annual hours worked by all employees. Thus, temporary employees will be used for project work, variations in workload, covering for absenteeism (which includes leaves of absence such as Union leave) and for administered time off (vacations, CSO's, floaters, banked statutory holidays).

16. Temporary Employee Review Committee Mandate

- (a) Two special meetings per year of this committee shall be held to review the usage of temporary employees. These meetings shall be held at the end of the second and fourth quarters respectively.
- (b) The purpose of this committee shall be to review the use of temporary employees and to address any problems arising therefrom.
- (c) Prior to these meetings, the Labour Relations Department shall submit a report on the overall usage of temporary employees. The committee shall review Plant-wide **workforce** levels, including total employee hours worked, scheduled time off, absenteeism, total hours worked by temporary employees, and the hours worked by temporary employees while on projects.
- (d) The committee may also review problems relating to the hiring of temporary employees, employment terms of temporary employees and other problems specific to temporary employees.



Guideline Only

LETTER OF UNDERSTANDING

09-LU-#3

Temporary Employees Safety Meetings - Wharf

ENTERED INTO THIS 12 day of August, 1997.

The purpose of this Letter of Understanding is to record agreed-upon matters related to calling in temporary employees for safety meetings at the wharf.

Special provisions relevant to individual temporary employees are contained hereinunder.

1. The temporary employee will be called in for a minimum of four (4) hours for safety meetings.
2. The purpose for the four (4) hour block will be specifically to attend the safety meetings.

This agreement is for the wharf only, and does not apply to the rest of the Plant.

The parties agree this Letter of Understanding may be cancelled by either party upon written notice to the other party.

Article 10 - TEMPORARY ASSIGNMENTS

10.01

- (a) The parties recognize the Company's right to transfer a regular employee into another **seniority group** to perform temporary work. Should a regular job opening occur in the **seniority group** in which a regular employee has been transferred to do such temporary work, and the regular employee has submitted a relevant request for transfer in accordance with Section 9.02 (Job Posting), then they will be considered for such opening in accordance with the provisions of Section 9.01(c) and, should such an employee then or subsequently fill a regular job opening in the **seniority group**, they shall be entitled to departmental seniority for all the time which they have worked in the **seniority group**. The terms of this section shall not be modified by the remainder of Article 10.
- (b) The duration of a transfer as defined in Section 10.01(a) shall be for a period not to exceed five (5) months.
- (c) When transfers as defined in clause (a) above are necessary, Management will ensure the affected employees will receive the higher of the wage rates.

10.02

A temporary assignment **within a seniority group** shall not normally exceed a period of one month. At the end of this period the employee shall either revert to their regular job or a permanent placement shall be arranged, except where the employee is substituting for an employee on an approved absence, in which case the temporary assignment may extend for a longer period. An employee on such an extended assignment continuously for more than ninety (90) days shall be relieved from that assignment, before the end of the week following its ninetieth (90th) day or any time thereafter, if they so request in writing at least ten (10) days in advance.

10.03

Should an employee, to meet the wishes of the Company, be temporarily assigned to undertake work carrying a lower rate of pay than their regular rate, while work is still available for them at their regular job, they shall be paid at least the rate for their regular job while working at the lower-rated job.

Article 10 (continued)

10.04

- (i) Should an employee be temporarily assigned to a job classification carrying a higher basic hourly wage rate than their regular job classification, they shall be paid the wage rate for the new job for all hours worked throughout the duration of the temporary assignment, provided that the temporary assignment is for a period of one hour or more.

- (ii) Time spent in a temporary assignment at a higher rate will be recognized in the calculation of an employee's pension if it falls within the last five years prior to their retirement.**

10.05

Should an employee, because of shortage of work at their regular job or as an alternative to lay-off or discharge, be assigned to another job they shall be paid at the rate of the job to which they have been assigned, effective their first full shift on the new job, subject to the provisions of Section 23.02.

10.06

- (a) The seniority provisions of Article 9 shall apply when a temporary assignment is for a period of one month or less, or where an employee is substituting for another employee on an approved absence.

However, if the Company so elects, consideration need be given only to those employees who are on the shift where the vacancy occurs, and who are actually at work on the day the vacancy occurs.

- (b) The seniority provisions of Article 9 shall apply to temporary assignments to the positions of Gangleader.

- (c) In the application of seniority provisions of Article 9 to permanent promotions, demotions and transfers, skills, competence, efficiency and qualifications gained by a temporary assignment shall not be the decisive factor in making a permanent placement.

LETTER OF UNDERSTANDING

10-LU-#1

Temporary Assignment i.e. Firing Time

ENTERED INTO THIS 15th day of July, 2002.

The following is agreed to regarding employee(s) pursuing certification for the Power Engineer Progression System.

When an employee has requested to obtain firing time in order to gain practical experience required before being eligible to write the government exam and the Company is able to agree to the request, the following conditions shall apply:

1. The employee will be temporarily transferred to department 726 for a period of six (6) months and the Union agrees to waive the five-month maximum period as stated in Article 10.01.
2. During this six (6) month period, the employee's rate of pay will be job code 4300010 Power Engineering Train. Level 1.
3. The employee will continue to collect seniority in his original seniority unit.
4. At the end of the six (6) month period the employee shall return to his original job.

10-LU-#1 (continued)

5. The hours of the temporary employee required to replace the employee receiving the practical experience do not count towards the 6.5% limit.
6. Nothing in this agreement affects the filling of vacancies in this group in accordance with the CLA regarding transfer or reassignments.
7. Employees requesting firing time will be selected according to their Company Seniority provided the employee's department is able to release the employee.

The above has been reviewed with the affected employee and is understood.

Article 11 - WAGE RATES AND JOB EVALUATION

11.01

Subject to the other provisions of this Article and the provisions of Appendix V of this Agreement, the Company shall pay basic hourly wage rates to its employees in accordance with Appendix I of this Agreement.

11.02

In order to streamline changes to pay rates and premiums, all changes will take place at the start of a pay period.

11.03

The Company shall pay basic hourly wage rates to its employees in Trades Groups 1 and 2 in accordance with Appendix II. Effective 24 July 2007, Trades Group 2 shall be eliminated and the job classifications referred to in Trades Group 2 shall be amalgamated into **Trades**.

11.04

Trades administration in Kitimat Works shall be regulated in accordance with the provisions of Appendix VI of this Agreement.

11.05

Special basic hourly wage rates may be established by the Company for employees with permanent physical limitation(s), subject to the provisions of Section 7.09(b) of this Agreement. Such special basic hourly wage rates shall not be less than Job Class 10. This wage rate shall be increased to Job Class 17 effective the date formal training related to the operation of the new technology begins or 24 July 2010, whichever comes first.

If the Union does not agree with any such wage rate, it may invoke the provisions of Article 7 (Grievance Procedure) of this Agreement.

11.06

The Company may establish special "Learner" classifications for jobs for which the normal occupational line of progression may not provide an adequate training opportunity.

- (a) The basic hourly wage rates for special Learner classifications shall be established in decrements of two (2) job classes per Learner classification below the evaluated basic hourly wage rate established for the job to which the Learner classification is relevant.
- (b) An employee assigned as a Learner shall be reclassified either up to the next higher Learner classification or up to the job to which their Learner classification is immediately subordinate, when they have accumulated one thousand (1,000) hours of satisfactory working experience in their current classification.

For the purpose of this clause, time spent on vacation, Statutory Holidays and Floating Holidays will be considered to be hours worked.

Article 11 (continued)

- (c) In those job classifications where there are more than three (3) Learner classifications, the Company undertakes to credit meaningful experience gained in the Learner classification, toward any applicable apprenticeship which may be established by the Provincial Apprenticeship Branch and subsequently instituted by the Company. Should the apprentice term to which the employee is assigned have a lower pay rate, then the employee will be red-circled at their current Learner rate.

11.07

The Kitimat Works Job Evaluation System, which is a modification of the National Metal Trades Association job evaluation plan, is described in the Kitimat Works Job Evaluation Manual (1992) which shall be an integral part of this Agreement. The Kitimat Works Job Evaluation System shall be administered in accordance with Appendix V of this Agreement.

11.08

When Management introduces or changes a test for employees entering a new job classification, they will:

- (a) notify the Union prior to the change;
- (b) call a meeting with the Union to discuss the reason for the change and the subject matter of the test;
- (c) make study packages available for skill-based tests;
- (d) conduct testing during the employee's regular scheduled shift, where possible; and where it is not possible, an employee shall have earnings maintained to write the required testing. An employee scheduled to work on a twelve (12) hour night shift immediately prior to and/or immediately after the testing process shall be given the last eight (8) hours of the shift off with earnings maintained;
- (e) review test results with the employee;
- (f) ensure all tests are appropriate for the job to be filled.

11-LI-#1 Learner Structures

LETTER OF UNDERSTANDING

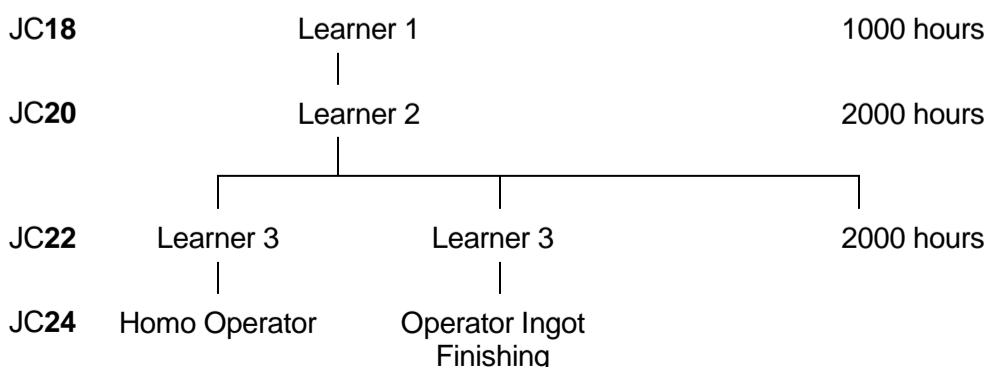
11-LU-#1

Ingot Finishing Learner Structure

ENTERED INTO THIS 2nd day of May, 1989.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The learner structure for Ingot Finishing is to be as follows:



LETTER OF UNDERSTANDING

11-LU-#2

"B" Casting Progression System

ENTERED INTO THIS 7th day of August, 1991.

The purpose of this Letter is to record the agreement regarding employees reassigned to Operator "B" Casting job classification after 22 December 1990.

1. ORGANIZATION

The job design incorporated an open progression system leading to the classification of Operator "B" Casting (mastered the Furnace Operator, Casting Operator and Saw Operator positions). Advancement within the progression system will be based on seniority, knowledge, experience and demonstrated competence. Responsibility for the determination of appropriate knowledge, experience and competence will be based on testing and assessment by Management.

Due to the nature of the operation, all employees in the organization must progress to the Operator "B" Casting position over a reasonable period of time, otherwise they will not be eligible for a position within the job classification. Every reasonable effort will be made to reassign the employee to another job classification.

As employees complete the requisites for a level within the job progression they will receive the corresponding rate for attainment of that level. Employees may only advance to the "Operator" level if the corresponding "Assistant" level was attained.

2. TESTING AND ASSESSMENT

All testing and assessment will normally be completed prior to the final rotation before an employee is eligible for the job progression level in question. Should that testing and assessment be delayed, the employee will be paid retroactively to their eligible date.

If an employee fails to complete a designated level within two thousand (2,000) working hours, the employee will no longer be eligible for a position with the job classification.

Management and the Union will discuss the contents of the testing and assessment process and when the parties deem it necessary.

3. "B" SENIORITY

Employees who are reassigned to the Operator "B" Casting progression from within the "B" seniority unit will receive credit for their relevant experience. That credit will be based on testing and assessment undertaken by Management within the first five hundred (500) hours worked in the Operator "B" Casting job classification and according to the guidelines in Appendix 1.

APPENDIX 'I'

POTENTIAL CREDIT FOR RELEVANT EXPERIENCE

		<u>FURNACE ASSISTANT</u>	<u>FURNACE OPERATOR</u>	<u>CASTING ASSISTANT</u>	<u>CASTING OPERATOR</u>	<u>SAW ASSISTANT</u>	<u>SAW OPERATOR</u>
Operator SLCM	L1						
	L2						
	L3	X					
	L4	X					
	L5	X	X				
Operator SLCM		X	X	X			
Operator Ingot Finishing	L1						
	L2						
	L3					X	
	L4					X	X
Operator Ingot Finishing					X	X	
Operator Casting Fabrication	L1						
	L2						
	L3	X					
	L4	X		X			
	L5	X	X	X			
	L6	X	X	X			
Operator Casting Fabrication		X	X	X	X		

LETTER OF UNDERSTANDING

11-LU-#3

Engineer Second Class Certification Learner Progression

ENTERED INTO THIS 14 day of October, 1993

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding the creation of a learner program leading to a Power Engineer Second (2nd) Class certification at Kitimat Works.

1. General Conditions:

- (a) Entry into the Power Engineer learner system requires minimum grade 12 education or proof of successful completion of the 4th class BCIT academic Correspondence Course and for selection purposes both of these educational attainments will be considered equal.
- (b) The progression from 3rd to 2nd Class Power Engineer certification as recognized by the BC Boilers Branch is a voluntary learning program.
- (c) Everyone will be allowed to progress to the 2nd Class Engineer position training level 13, if they so choose and be paid at that rate.
- (d) The progression to 1st Class Power Engineer certification as recognized by the BC Boilers Branch is not required at Kitimat Works but will remain a voluntary learning program where the Company will pay for the cost of exams as a support for the participants' initiative. The Company will pay the cost of the correspondence course and books for the first class level.
- (e) Designated trainers when required will be selected according to the Collective Labour Agreement Appendix I Gangleader's provision.
- (f) The Company will provide for paid study time at work and time off for writing exams. Classroom time will be paid at straight time or equivalent time off. Classroom time is defined as attendance at class when formal instruction is being given by BCIT or equivalent. Where possible, classes will be held in Kitimat but if not available, arrangements will be made to attend classes offered by BCIT in Burnaby or elsewhere and travel will be in accordance with Appendix VI.
- (g) The Company reserves the right to hire from outside a fully qualified 2nd or 3rd Class Power Engineer if there is an immediate need. The Joint Apprenticeship Committee will meet to ensure the immediate need is consistent with Boiler Branch Regulations.
- (h) Employees who cannot achieve the 4th class level in the time frame required, (eighteen (18) months) will not be eligible for a position within the job classification. If the employee is not successful they will be reassigned to another job opening.
- (i) Employees who cannot achieve the 3rd class level in the time frame required, (thirty-six (36) months after achieving the full 4th class certification) will not be eligible for a position within the job classification. If an employee is not successful they will be reassigned to another job opening.
- (j) To maintain skill levels, employees will be rotated through all Power Engineering jobs as described in the Boiler Branch Regulations.
 - The joint Apprenticeship Committee will work with the Area to develop a schedule.

- (k) The parties agree the Power Engineers training will be treated similar to the Trades Apprentices and governed as per Appendix VI. The joint Apprenticeship Committee shall oversee the process.

2. Requirements (entry and promotion):

- (a) Training Level 1 (entry Level)
- (b) Training Level 2
 - (i) Successful completion of one exam for 4th Class Power Engineer that is recognized by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.
- (c) Training Level 3
 - (i) Successful completion of two exams for 4th Class Power Engineer that is recognized by the BC Boiler Inspection Branch.
 - (ii) Demonstrated ability to do the work.
 - (iii) Minimum six (6) months experience at training level 1 and 2.
- (d) Training Level 4
 - (i) Certification as a full 4th Class Power Engineer from the BC Boilers Branch, and,
 - (ii) Successful completion of one exam for 3rd Class Power Engineer as required by the BC Boiler Inspection Branch and,
 - (iii) Demonstrated ability to do the work.
- (e) Training Level 5
 - (i) Successful completion of two exams for 3rd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.
- (f) Training Level 6
 - (i) Successful completion of three exams for 3rd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.
- (g) Training Level 7
 - (i) Certification as a full 3rd Class Power Engineer from the BC Boilers Branch.
 - (ii) Demonstrated ability to do the work.
 - (iii) Minimum eighteen (18) months experience at training levels 4, 5 and 6.
- (h) Training Level 8
 - (i) Certification as a full 3rd Class Power Engineer Certification from the BC Boilers Branch.
 - (ii) Successful completion of one exam for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (iii) Demonstrated ability to do the work.
- (i) Training Level 9
 - (i) Successful completion of two (2) exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.
- (j) Training Level 10
 - (i) Successful completion of three (3) exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.

11-LU-#3 (continued)

- (k) Training Level 11
 - (i) Successful completion of four (4) exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.

- (l) Training Level 12
 - (i) Successful completion of five (5) exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Demonstrated ability to do the work.

- (m) Training Level 13
 - (i) Successful completion of six (6) exams for 2nd Class Power Engineer as required by the BC Boiler Inspection Branch, and,
 - (ii) Minimum of thirty-nine (39) months experience at training levels 8, 9, 10, 11, 12 and 13, and,
 - (iii) Demonstrated ability to do the work.

3. Power Engineer Wage Rates:

Training	Class	23-Jul-12	24-Jul-12	24-Jul-13	24-Jul-14	24-Jul-15	24-Jul-16
Level 1	Entry	32.529	33.805	34.950	36.124	37.327	38.747
Level 2		34.370	35.701	36.894	38.116	39.369	40.850
Level 3	Fourth	34.929	36.277	37.484	38.721	39.989	41.489
Level 4		35.888	37.265	38.496	39.759	41.053	42.584
Level 5		36.851	38.257	39.513	40.801	42.121	43.684
Level 6		37.809	39.243	40.524	41.837	43.183	44.779
Level 7	Third	40.639	42.158	43.512	44.900	46.322	48.012
Level 8		40.639	42.158	43.512	44.900	46.322	48.012
Level 9		40.639	42.158	43.512	44.900	46.322	48.012
Level 10		40.639	42.158	43.512	44.900	46.322	48.012
Level 11		40.639	42.158	43.512	44.900	46.322	48.012
Level 12		40.639	42.158	43.512	44.900	46.322	48.012
Level 13	Second	40.639	42.158	43.512	44.900	46.322	48.012

- (a) The Shift Engineer (2nd or 1st class) will be live-filed and paid the Gangleader rate in accordance with Article 9 and Appendix I of the Collective Labour Agreement.

For the purpose of this section, time spent on vacation, Statutory Holidays and Floating Holidays will be considered to be hours worked.

LETTER OF UNDERSTANDING

11-LU-#4

Potroom Progression System

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreement reached between the Company and the Union regarding the operation of the organization in Lines 1 to 8.

Matters included are as follows:

1. ORGANIZATION

There is a progression system leading to the job Senior Cell Operator as shown in Appendix I. Advancement within the progression system will be based on ability demonstrated through written and practical tests and on experience. The contents of the tests will be determined by the Company. There is no restriction on the number of Floor Crew employees that may progress to the Senior Cell Operator position.

Where the required training and testing has not been made available to an employee prior to the experience eligibility for a promotion and where the employee's absence is not the cause, they will be paid retroactively to their eligible date on successful completion of the tests provided that they are successful within the normal cycle outlined in Appendix I attached.

Employees in the progression system temporarily assigned off the Senior Cell Operator progression system shall receive experience credit and training during the assignment.

There are two permanent jobs in the Lines 1 to 8 organization that are not part of the Senior Cell Operator progression system. They are Anode Operator and Potroom Industrial Equipment Driver or Equipment Operator (Appendix I). The prerequisite for the two (2) positions is the introductory formal training given to all employees entering the Potrooms.

2. JOB DESCRIPTIONS

- (a) The substantiating text of the factors Education and Judgement and Resourcefulness shall refer to a complete list of theoretical tests which the Company has established as requirements for progression.
- (b) The list will be kept current by the Company forwarding to the Union any amended or additional tests and this action shall be considered equivalent to the Company having notified the Union according to paragraph 7, Appendix V of a change in job content in the classification concerned, except that the change would not necessarily be construed as effecting the evaluation.
- (c) Joint Job Evaluation Committee shall review the effect the changed or additional tests have on the factors of Education and Judgement and Resourcefulness. If agreement is not reached the disagreement shall be resolved according to paragraph 7, Appendix V.

3. CREDITS

All time spent as an Anode Operator, Equipment Operator, or Potroom Industrial Equipment Driver will be credited to the floor progression except where such time is less than one thousand (1,000) hours. An Anode Operator or Equipment Operator returning to the Cell Operator progression system will return to their last Floor Crew position and will be paid that rate until the rate for which they qualify exceeds that rate. They will progress to the position commensurate with their potroom experience and ability demonstrated through written and practical tests, as required in the progression system as follows:

- (a) CELL OPERATOR TRAINEE 45 (8 hr) or 30 (12 hr) WORKING SHIFTS
- (b) CELL OPERATOR 45 (8 hr) or 30 (12 hr) WORKING SHIFTS
- (c) CELL OPERATOR I 45 (8 hr) or 30 (12 hr) WORKING SHIFTS

The above times are considered maximum for an incumbent who is successful in the required tests.

During the progression they will be guaranteed the opportunity to take the required training and evaluations within the outline periods, and, if required, retesting within the following month.

4. LANGUAGE TRAINING

It is recognized that some employees may have difficulty expressing themselves in written English. For this reason the Company will use a simple format for testing (e.g., multiple choice, true/false, etc.).

This provision shall not apply to those employees hired on or after 24 July 1990.

5. TEMPORARY ASSIGNMENT

A Floor Crew member temporarily assigned to anode work will be assigned to Anode Operator Trainee, and will accumulate trainee hours, or to Anode Operator if they are so qualified.

6. TESTING AND TRAINING MATERIALS

The Company will forward a complete set of tests and written training material to the Union. The Company will forward to the Union, on a monthly basis, the pertinent information on the administration of written and practical tests. This information will consist of but will not be limited to:

- (a) The number of employees tested in each category.
- (b) The number of employees passed and failed.
- (c) The average grade achieved and the passing grade.
- (d) Details of changes which have occurred in training and testing.

The Joint Job Evaluation committee will have access to training material. The Company and Union will discuss any joint concerns regarding the training program. The Union will maintain the confidentiality of materials related to training and testing provided by the Company.

7. RE-TRANSFERS

- (a) An employee transferring back into the potrooms within two (2) years of transferring out will, after forty (40) hours of work as a Cell Operator Trainee, be classified in the highest Floor Crew classification they held prior to their transfer, provided it was in the progression system.
- (b) An employee terminating and being re-employed within two (2) years after their termination date will, after forty (40) hours of employment as a Cell Operator Trainee, be classified in the highest Floor Crew classification they held prior to their termination, provided it was in the progression system.

LETTER OF UNDERSTANDING

11-LU-#5

Pot Replacement Learner Structure and Job Classes

ENTERED INTO THIS 13TH day of December, 2001.

This letter will record the agreement between the parties regarding the Learner Structure for Pot Replacement Job Codes (471001, 471002, **471003**, **471004**, **471005** and 171003) and will apply to employees in those Job Codes.

11-LU-#5 (continued)

1. It is agreed that the Learner Structure will consist of one thousand (1,000) hour periods and will be structured as follows:

<u>Job Code</u>	<u>Job Title</u>	<u>Job Class</u>
471001	Pot Replacement Person – Learner 1	14
471102	Pot Replacement Person – Learner 2	16
471003	Pot Replacement Person – Learner 3	18
471104	Pot Replacement Person – Learner 4	20
471005	Pot Replacement Person - Learner 5	22
171103	Pot Replacement Person III	24

2. It is agreed that the prerequisite for advancing to each level will be one thousand (1,000) hours of satisfactory work experience and attainment of certifications required for the higher level according to the approved job descriptions.
3. Employees unable to maintain the qualification necessary for a specific level in this learner structure will be returned to the highest position for which they are qualified.
4. An employee with the equivalent of one year or more of potroom experience who transfers into the Pot Replacement Person progression will be placed in the Pot Replacement Person – **Learner 3** job at Job Class **18**.
5. An employee with one year of crane potroom experience who transfers into the Pot Replacement Person progression will be placed in the Pot Replacement Person – **Learner 3** job at Job Class **18**.
6. An employee with crane experience, an air brake ticket and the equivalent of one year or more of potroom experience who transfers into the Pot Replacement Person progression will be placed in the Pot Replacement Person – **Learner 5** job at Job Class **22**.

This agreement will remain in force for the term of the Collective Labour Agreement and may be cancelled by either party by giving sixty (60) days written notice to the other party of its intentions.

LETTER OF UNDERSTANDING

11 - L U - #6

Senior Warehouseperson Learner Progression

ENTERED INTO THIS ____ day of July, 2012.

BETWEEN:

RIOTINTO ALCAN
(hereinafter referred to as the “Company”)

AND:

CANADIAN AUTOMOBILE WORKERS, LOCAL NO. 2301
(hereinafter referred to as the “Union”)

The purpose of this Letter of Understanding is to replace job code 195000 (Warehouseman 1) and the associated learner steps with a single Senior Warehouseperson job code – 195090 and the associated learner steps.

1 Organization

Advancement within the progression system will be based on ability demonstrated through tests and on 2000 hours experience in each progression level. The tests must be passed to progress onto the next learner level or up into the parent job code. The content of these tests shall be determined by the company.

Where the required training and testing has not been made available to an employee prior to the experience eligibility for a promotion and where the employee's absence is not the cause, they will be paid retroactively to their eligible date on successful completion of the tests provided.

Employees

- 2. All new hires, reassignments or transfers into the Senior Warehouseperson Learner progression must progress to the Senior Warehouseperson level. An employee who does not pass the test will be re-tested not sooner than 3 months nor later than 6 months following the test. If an employee fails to complete a designated learner level within two thousand (2000) hours and they cannot pass the re-test within the allotted time frame, they will not be eligible for a position in the Warehouse classification. The employee will be reassigned to another job opening.**
- 3. It is agreed that Andy Gibaldi 6-29952 will be assigned into the Senior Warehouseperson – L2 classification and will not be required to progress into the Senior Warehouseperson position unless he indicates in writing that he would like to do so and has been cleared by the Occupational Health Department. Should Mr. Gibaldi indicate in writing his intent to progress into the Senior Warehouseperson learner progression, he will be required to show proficiency in the L2 learner level as demonstrated through tests and experience and have accumulated 1000 hours at the L2 learner level. Once proficiency in the L2 learner level has been demonstrated, Mr. Gibaldi will be placed in the L3 learner level with zero (0) hours. Should Mr. Gibaldi choose to continue progressing the in learner structure he will be obliged to obtain 1000 hours in each learner's level in addition to demonstrating proficiencies through written and practical tests.**
- 4. It is agreed that Doreen Linton 6-52060 will be assigned into the Senior Warehouseperson – L3 classification and will not be required to progress into the Senior Warehouseperson position unless she indicates in writing that she would like to do so and has been cleared by the Occupational Health Department. Should Ms. Linton be cleared to progress into the Senior Warehouseperson learner progression, she will be required to show proficiency in the L3 learner level as demonstrated through tests and experience and have accumulated 1000 hours at the L3 learner level. Once proficiency in the L3 learner levels has been demonstrated, Ms. Linton will be placed in the Senior Warehouseperson classification with zero (0) hours.**
- 5. It is agreed that Tina Slanina will be assigned to Senior Warehouseperson - L3 classification and will not be required to progress into the Senior Warehouseperson classification unless she indicates in writing that she would like to do so. Should Ms. Slanina choose to pursue Senior Warehouseperson she will be required to show proficiency in the L3 learner level as demonstrated through tests and experience and have accumulated 1000 hours at the L3 learner level. Once proficiency in the L3 learner level has been demonstrated,**

Ms. Slanina will be placed in the Senior Warehouseperson classification with zero (0) hours.

- 6. It is agreed that Paul Chinna will progress to the Senior Warehouseperson level upon showing proficiency in the L3 learner level as demonstrated through tests. Once proficiency in the L3 learner level has been demonstrated, Mr. Chinna will be placed in the Senior Warehouseperson classification.**

Learner Progression

Each Learner Class 2000 hours

Senior Warehouseperson L1	# 495091	Job Class 18
Senior Warehouseperson L2	# 495092	Job Class 20
Senior Warehouseperson L3	# 495093	Job Class 22
Senior Warehouseperson	# 195090	Job Class 24

LETTER OF UNDERSTANDING

11-LU-#7

Dry Scrubbers & Conveyor Incumbents

ENTERED INTO THIS 20TH day of July, 1999. **UPDATED, JUNE 2012**

- 1. Incumbents who were in the Conveyor and Dry Scrubber departments as of July 1999 had the choice whether or not to pursue their 4th Class Power Engineering Certification.

The incumbents referred to herein are:

Scrubber Incumbents:

L.Vaughan	6-92878	K. Stewart	6-87064
F. Tormene	6-91255	B. Tucceri	6-91841

Conveyor Incumbents:

W. Galema	6-29055	L. Aloisio	6-01030
D. Levesque	6-51447		

- (a) The incumbents, who have chosen not to pursue 4th Class Power Engineering Certification, will remain in their positions in either Conveyors or Scrubbers. They will be "grandfathered" at the Utilities Serviceman position, Job Code #194500, Job Class 21, retroactive to 23 June 2000, until they move out of the said areas. Examples of movement are retirements, terminations, transfers or reassignments out, or any movement out of the said areas. Employees working in the Conveyors will remain on present seven day 37A and 37C day shift schedule.
- (b) Since July 20th, 1999 L. Fifi, M. Bateman, M. Borges, **M. Smith, R. Walker, K. Hewson and G. Scott** retired. Effective 1 January 2005 B. Tucceri has terminated. L. Vaughan is a 4th Class Power Engineer with papers towards 3rd Class. **E. Oliveira deceased.** D. Levesque has obtained his 3rd Class Power Engineer certification. F Tormene is a welder in **Potshell Repair**. W. Galema and L. Aloisio are working in Conveyors. The following employees are grandfathered under (a) above:

11-LU-#7 (continued)

K. Stewart	6-87064
W. Galema	6-29055
L. Aloisio	6-01030

- (c) Those employees who chose to pursue 4th Class Power Engineer status, namely L. Vaughan and D. Levesque have attained that status.

Mr. Vaughn is pursuing 3rd class certification, and will be allowed to proceed at his own pace. He will have the opportunity to write the test three times, if necessary. The Company will only compensate for hours spent in training for the first writing of the test and any additional attempts will be at the expense of the employee.

2. Those employees listed below entered the Power Engineering certification progression after 1999, and are currently pursuing 4th Class Power Engineering Certification, have been assigned to Conveyors and will have the option of either;

- a. claiming jobs as per 1 (a), less any retroactivity, or
- b. upon successful 4th Class Power Engineering Certification claiming a job in the steam plant and continue to pursue Power Engineering Certification in accordance with Letter of Understanding 11-LU-#5.

I. Buick 6-11219

- c. Mr. B. Blair (6-07242) whose name was listed in this letter dated 20 July 1999, transferred to Pot Replacement and is therefore no longer covered by this letter.
- d. Effective 7 October 2002, I. Buick (6-11219) has claimed a job in the Steam Plant as per 2(b) above.

3. It is understood that if a 4th Class Power Engineer is needed in the Steam Plant, those employees listed in 2 (b) above will be temporarily assigned in accordance with Article 10 of the Collective Labour Agreement. Such temporary assignments to be for vacation replacements or lengthy absences exceeding seven days.

Should any of the incumbents wish to reassign or transfer to the Power Engineer certification progression in the future, Article 9 of the Collective Labour Agreement will apply

LETTER OF UNDERSTANDING

11-LU-#9

Pot Exhaust Learner Structure and Job Class Status

ENTERED INTO THIS 25th day of June, 1990. **Revised 7 December 2012**

This letter will record the agreement reached between the parties regarding the implementation of the Learner Structure in department 590, Maintenance **person** Pot Exhaust **and Gas Collection Operator** crews in the "A" seniority unit.

1. It is agreed that the Learner Structure **for the Maintenance Person Pot Exhaust (157300) or the Gas Collection Operator (136150)** will consist of **four** 1000 hour **levels**

11-LU-#9 (continued)

2. It is agreed that the prerequisites for advancing to each level in **either the Maintenance person Pot Exhaust or Gas Collection Operator Learner Progression** will be 1000 hours of satisfactory work experience and pass a written and/or oral examination based on the training received in each of the **four** 1000 hours learner **levels**.
3. It is agreed that advancement within **either** progression is based on ability, as demonstrated through tests and experience. The content of the tests and the standard to be achieved shall be determined by the Company.
4. It is agreed that employees must complete **the training program** to progress to each level within the progression system. **Tests must be passed to progress to each level.** An employee who does not pass will be re-tested, not sooner than three months nor later than six months following the first test. Failure to pass on the second attempt will result in re-assignment or transfer to an available job opening in accordance with the provisions of Article 9 of the Collective Agreement.

Learner Progression

Each Learner Level 1000 Hours

Maintenance person Pot Exhaust L1	#457301	16
Maintenance person Pot Exhaust L2	#457302	18
Maintenance person Pot Exhaust L3	#457303	20
Maintenance person Pot Exhaust L4	#457304	22
Maintenance person Pot Exhaust	1573000	24

Each Learner Level 1000 Hours

Gas Collection Operator L1	#436151	16
Gas Collection Operator L2	#436152	18
Gas Collection Operator L3	#436153	20
Gas Collection Operator L4	#436154	22
Gas Collection Operator	1361500	24

Article 12 - LEAVES OF ABSENCE

12.01

(a)

- (i) Any employee regardless of their length of service may submit an application for compassionate or other leave of absence without pay and the Company will give such application due consideration based on the merits of each individual case. The Company's decision with respect to each case shall be final. However, this is not meant to preclude an employee from asking for further consideration by their Department Head, who will, in case of denial, provide reasons.
- (ii) Leave of absence for compassionate care leave shall be granted and must be taken by an employee in accordance with the Employment Standards Act.
- (iii) The Company agrees to pay a benefit equal to seventy percent (70%) of their basic hourly wage rate for the two (2) week waiting period prior to receiving E.I. benefits.

Article 12 (continued)

(b)

- (i) An employee with one or more years continuous service at the end of the previous calendar year shall be entitled to one week approved absence without pay each year and an employee with ten (10) or more years continuous service at the end of the calendar year shall be entitled to one additional week approved absence without pay each year.
- (ii) An employee may elect to take the leave of absence referred to in Article 12.01(b)(i) in less than one week blocks, provided the following conditions are met:
 - (a) the time taken off shall be a minimum block of two (2) shifts;
 - (b) four (4) weeks' notice of the request for leave of absence is given to the employee's supervisor; and
 - (c) all leave must be taken at a time satisfactory to the Company and will be arranged when possible in accordance with the expressed preference of the employee.
 - (d) depending upon the shift schedule an employee is working and their Company seniority, the time off entitlement will be as follows:

Shift Schedule	Seniority	
	5 Years	10 Years
8 Hour Shifts	5 Shifts/year	10 Shifts/year
10 Hour Shifts	4 Shifts/year	8 Shifts/year
12 Hour Shifts	4 Shifts/year	8 Shifts/year

- (iii) The leave of absence set out in Article 12.01(b) may be taken consecutive with an employee's annual vacation, but outside of the elementary school summer closing period.

12.02

Leave of absence for pregnancy, parental and adoption reasons shall be granted and must be taken by an employee in accordance with the Employment Standards Act.

- (a) For the period of her pregnancy leave or seventeen (17) weeks, whichever is less, an employee is entitled to pregnancy leave benefits equal to seventy percent (70%) of her basic hourly wage rate at the time she goes on pregnancy leave, exclusive of overtime or premium pay, times the number of hours in her regular shift.
 - (i) The pregnancy leave benefit plan shall be registered as a supplementary employment benefit plan with the Employment Insurance Commission.
 - (ii) In the event there is a physical, psychological or emotional condition requiring a period of parental care, the employee will be eligible for the supplementary employment benefit for leaves granted under Article 12.02
- (b) For Parental Leave, the Company agrees to pay a benefit equal to seventy percent (70%) of their basic hourly wage rate for the two week waiting period prior to receiving E.I. benefits.

12.03

In the case of death of a child (including stepchildren or legal ward of the employee), spouse (including same sex and common law), parent (including stepparent) (including same sex and common law), the Company will grant five (5) days leave of absence with pay. In the case of death of "other immediate family" of an employee, the Company will grant four (4) days leave of

Article 12 (continued)

absence with pay. This paid leave of absence will be taken within two (2) weeks of the death of the family member. Kemano employees required to leave Kemano to attend the funeral shall receive one additional day off with pay.

“**Other** immediate family” shall mean grandchildren, grandparents, brothers and sisters of the employee, and parents (including stepparents) of the employee’s spouse (including same sex and common law), brother-in-laws and sister-in-laws.

12.04

A leave of absence of **eight (8)** hours with earnings maintained shall be granted to an employee to attend their formal hearing to become a Canadian Citizen.

12.05

An employee who has attained regular employee status under the provisions of Article 9.08 and is required to attend the jury selection process or to serve as a juror or subpoenaed witness in any Coroner's, Magistrate's, County or Supreme Court in British Columbia shall have their earnings maintained to the extent of the difference between the amount they received for rendering such services, not including expenses, and the amount of pay they would have earned working for the Company on their regular shift schedule, exclusive of overtime, during the period of time they served as juror or subpoenaed witness.

12.06

A request for leave of absence without pay, for parental or adoption reasons, may be submitted as provided for in Article 12.01. Every reasonable effort shall be made to grant this request.

12.07

One day off, with pay, shall be granted to the parents of a newly-born child, or an employee who adopts a child. This leave shall be in addition to any other leave taken for this reason.

12.08

An employee who has attained regular employee status under the provisions of Article 9.08 is entitled to, up to five (5) days of unpaid Family Responsibility Leave, in accordance with the Employment Standards Act, during each employment year to meet responsibilities related to:

- (i) the care, health, or education of a child in the employee’s care, or
- (ii) the care or health of any member of the employee’s immediate family.

“Day” in this section only shall mean the twenty-four (24) hour period beginning at the start of the employee’s shift.

12.09

Employees enlisted in military reserves and/or volunteer emergency response activities shall be granted leave to attend these duties and /or training required to maintain their standing and/or preparedness in these organizations.

LETTER OF UNDERSTANDING

12-LU-#1

Educational Leave

ENTERED INTO THIS 24th day of October, 1980. UPDATED, April 2007

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding the granting of educational leave and reimbursement as per the Company Educational Assistance Policy.

12-LU-#1 (continued)

1. For an employee who wishes to attend a full-time or part-time course of study in order to upgrade their skills to better perform their present job or further the possibility of their advancement with the Company, the Company shall grant the employee a leave of absence without pay provided that:
 - (a) the leave of absence does not exceed eight (8) months and the employee has not been on educational leave during the previous two (2) years,
 - (b) the employee has at least three (3) years of continuous service at the end of the previous calendar year,
 - (c) the efficiency of the department will not be significantly impaired by the absence,
 - (d) the employee's request for leave of absence is received by the Company at least two (2) months before the leave is requested to begin,
 - (e) the course of training requires full-time or part-time attendance at an accredited educational institute in Canada, and
 - (f) the job performance record of the employee is deemed to be satisfactory to the Company.
2. An employee who is granted educational leave is expected to maintain regular attendance at the course of training for which the leave was granted. Failure to maintain regular attendance will result in cancellation of the leave of absence.
3. Accumulation of seniorities for leaves granted under this Letter of Understanding shall be in accordance with Section 9.09(h) of the Collective Agreement.
4. An employee must meet the eligibility and approval terms as outlined in the Company Educational Assistance Policy to qualify for reimbursement of tuition and book fees.

LETTER OF UNDERSTANDING

12-LU-#2

Sabbatical Leave

ENTERED INTO THIS 26th day of July, 1996.

The Company agrees to establish a Sabbatical Leave Plan whereby employees will be given the opportunity to defer their pay in order to finance a leave from their jobs. The plan includes a period of accumulation of pay followed by a period of leave. The plan shall be with deferral of income tax.

1. Conditions of Eligibility:
 - (a) the applicant must be a regular full time employee.
 - (b) the applicant must have two (2) years of uninterrupted service.
 - (c) the applicant must submit a written request to their General Supervisor/ORG Manager of their area on the approved application form two (2) months prior to the accumulation period beginning on January 1st or July 1st.

12-LU-#2 (continued)

- (d) the applicant must not be receiving D.I.P./L.T.D./**W.S.B.C.**, on unpaid leave, on suspension or laid off at the time the accumulation period commences.
- (e) the applicant must sign all relevant documents required by the Company and Sun Life Trust.
- (f) the optional accumulation periods available under the plan are set out in Appendix I.
- (g) the leave must commence within six (6) years from the start of the accumulation period.
- (h) the applicant shall receive an answer within thirty (30) days of having submitted an application.

2. Duration of Sabbatical Leave:

- (a) the options available to the applicant are exclusively described in Appendix I.
- (b) the applicant must choose the duration of the accumulation period and the duration of the leave at the time of enrolment.
- (c) the applicant must indicate the date the leave will commence. The date of the commencement may be changed provided that in the case of the six (6) month leave, three (3) months' notice is given and in the case of the one year leave six (6) months' notice is given. Every reasonable effort shall be made to grant this request.
- (d) Notwithstanding the accumulation periods set out in Appendix I, the accumulation period may be extended for the period equal to that time the employee has suspended participation in the plan in accordance with paragraph 15 (a)(ii), as long as this period or periods of extension do not exceed two (2) years, in which case the employee's participation shall be terminated and all accumulated amounts plus interest shall be paid to the employee.

3. Conditions During Leave:

- (a) the employee shall not be able to return to their position before the expiration date of their leave period.
- (b) the employee shall retain all rights over their position held before departure, insofar as their seniority applies. In all applications the employee shall have the right to exercise seniority rights as provided in the collective agreement.
- (c) at the end of the leave, the employee shall remain in the employment of the Company for a period at least equivalent to that of the leave (as per Revenue Canada).
- (d)
 - (i) if a temporary employee is directly or indirectly used to replace an employee on leave, the temporary hours will be exempt from the 6.5% annual temporary hour limit, provided the temporary employee is assigned within one month of the commencement of the leave.
 - (ii) if a temporary employee is not used within one month of the commencement of the leave then all temporary hours worked will be subject to the 6.5% annual temporary hour limit.

12-LU-#2 (continued)

- (iii) if a temporary employee accepts a full time position while covering for someone directly or indirectly on sabbatical then the Company will have the right to replace the temporary employee with another temporary employee and still be exempt from the 6.5% annual temporary hour limit provided it is done within one month of the temporary employee being hired full time.
- (e) if a temporary employee is used to replace an employee on leave, the five (5) month limit in Article 9.04 of the CLA will be waived for the duration of the work term.
- (f)
 - (i) if a temporary employee is used to directly replace an employee on leave, the Company will notify the Union of the name of the temporary employee within one month of the commencement of the leave.
 - (ii) if a temporary employee is used to indirectly replace an employee on leave, the Company will notify the Union of the name of the temporary employee and the employee he will be replacing within one month of the commencement of the leave.
 - (iii) if a temporary employee is used to replace someone on Sabbatical Leave, the senior temporary with CS in the administrative department will be offered the opportunity.
- (g) Sabbatical Leave will be included as hours of work in Letter of Understanding APP I-LU-#2.
- (h) none of the above language restricts the right of the Company to replace an employee on Sabbatical Leave after one month of the commencement of the leave, recognizing that these hours are not exempt from the 6.5% annual temporary hour limit and the five (5) month work term duration as outlined in 09-LU-#2.

Note: Temporary employees replacing regular employees on Sabbatical Leave and whose hours are exempt from the 6.5% annual limit and from the five (5) month waiver will only be used to fulfill the duties of the regular employee.

4. Number of Participants:

- (a) if the number of employees wishing to apply for the Sabbatical Leave is such that the stability of the department's operation is compromised, the criterion of Company seniority shall be used to determine eligibility.
- (b) employees refused a sabbatical leave shall be given a full explanation in writing providing reasons.
- (c) employees unsatisfied with the explanations and are not willing to wait for the next period to submit an application may file a grievance within ten (10) days of the meeting at which the explanation was provided. The grievance will be automatically advanced to the second stage.
- (d) until the final decision of the Arbitrator has been rendered, the employee shall accumulate leave in accordance with the terms of the plan chosen and the Company shall deduct the applicable sums from the employee's wages as if they were enrolled in the plan. If the Arbitrator decides in the Company's favour, the amounts deducted shall be remitted to the employee.

5. Wages:

- (a) during the accumulation period, the Company shall deduct from the employee's wages a percentage corresponding to the option chosen by the employee. This percentage is applied to the basic wage the employee would earn as if they were not participating in the plan, including the premiums provided by the collective agreement and any wage increases, but excluding overtime, lump sums and retroactivity where relevant.
- (b) during the sabbatical leave, the employee shall receive on a bi-weekly basis, 1/13 or 1/26 of the amount deducted from their wages plus a final sum in the last week of the leave representing the interest accumulated during the leave.

6. Sun Life Insurance Company:

- (a) during the accumulation period, the deducted portion of the employee's wages shall be placed in a 1 year Guaranteed Interest Fund in trust with the Sun Life Trust Company.
- (b) the interest generated by this deferred treatment shall be retained and shall accrue in the fund. The interest shall be deemed as employment income and consequently shall be reported by Sun Life Trust to Secal for inclusion on the employee's T4 as employment income.
- (c) during the leave period, payment shall be issued by the Company's Payroll Department which receives the money from Sun Life Trust.

7. Seniority:

- (a) during the leave, the employee shall continue to accumulate all relevant seniorities such as Company, department and trade.

8. Vacation:

- (a) during the accumulation period, annual vacation pay shall be paid at the same rate chosen by the employee for application to their wages during the accumulation period.
- (b) the employee is required to take at least two (2) weeks' vacation as per the collective agreement.
- (c) vacation time will be accrued as usual.

9. Life Insurance and M.S.P.:

- (a) for the duration of the leave, the Company will continue to pay the premiums for the employee's basic life insurance and the medical services plan of British Columbia.
- (b) other medical service plan benefits may be maintained as per Volume II at the employee's expense. Premiums will be deducted bi-weekly.
- (c) contributory life insurance under ALIP will be maintained at the employee's expense unless the employee instructs otherwise.

10. Disability Indemnity Plan (D.I.P.):

- (a) for the duration of the leave the employee's eligibility for D.I.P. shall be suspended.

12-LU-#2 (continued)

- (b) upon expiry of the leave, the employee may receive benefits after serving the twelve (12) hour waiting period and the employee will be eligible for the full fifty-two (52) weeks as per Article 37.

11. Long Term Disability Plan (L.T.D.):

for the duration of the leave, the employee will maintain the employee portion of the premium, which will be deducted bi-weekly. However, benefits will not be paid until the lapse of the D.I.P. benefits period.

12. **Rio Tinto Alcan** Pension Plan (RTA.P.P.):

- (a) during periods of accumulation and leave the employee's A.P.P. contribution shall be based on their wage as though they were not participating in the sabbatical leave plan.
- (b) pension plan contributions will be deducted on a bi-weekly basis.
- (c) pensionable service to continue as normal.

13. Death:

- (a) in the event of the employee's death during the accumulation period, the accumulated amount, including interest, shall be paid to the employee's estate.
- (b) in the event of the employee's death during the period of leave, the remainder of the accumulated amount, including interest, shall be paid to the employee's estate.

14. Cancellation of Contract:

- (a) in the event of dismissal, termination, permanent disability, suspension exceeding twelve (12) months or voluntary withdrawal from the plan during the accumulation period, the contract shall be terminated as of the date of the event.
- (b) in such cases above, the accumulated amount, including interest shall be paid to the employee.
- (c) any application for another sabbatical leave by an employee who has cancelled from the plan shall be reviewed by the Company Administrator and a Union Representative.
 - (i) Sabbatical Leave will not be cancelled except in the event of undue personal hardship and
 - (ii) Must be approved by the above representatives.
 - (iii) Any application for another sabbatical leave by an employee who has cancelled from the plan shall be reviewed by the above representatives.

15. Suspension of the Plan:

- (a) in the case of any absence of less than one year, the employee shall have the option to:
 - (i) continue to participate in the sabbatical leave plan by paying the necessary amounts to Sun Life Trust;

12-LU-#2 (continued)

- (ii) suspend their participation in the plan for a period equivalent to that of the absence. Subject to 2 (d), the employee must have completed the accumulation period initially selected before being able to go on leave.

16. Layoff:

- (a) during the period of the leave, an employee who has been laid off shall be able to avail themselves to the provisions of the collective agreement pertaining to layoffs.

With the exception of the provisions of agreement contained herein, the collective agreement shall remain unchanged.

APPENDIX I

Accumulation Period	Deduction During Period	Duration of Leave	Wages During Leave
4 years	20%	1 year	80%*
4 years	10%	6 months	80%*
2 years	20%	6 months	80%*

* percentage is only a targeted amount if all goes according to plan - not a promise or commitment. In fact you will receive 1/26 or 1/13 of accumulation.

Article 13 - VACATIONS WITH PAY

13.01

- (a) All vacations must be taken at a time satisfactory to the Company and will be arranged when possible, in accordance with the expressed preference of the employee and in accordance with the rotational plan provided for in Section 13.02. Vacations shall normally be scheduled in unbroken periods, except as provided for in Sections 13.01(g) (deferred vacation), 13.02 (vacation rotational program) and 13.08 (broken vacation days). However, the employee may express their preference to schedule their vacation in periods of seven (7) consecutive days each.
- (b) Employees shall be advised of the dates of their regular vacations as soon as possible after they have been scheduled. In the event it becomes necessary to reschedule an employee's vacation, they will be given at least fifteen (15) days' notice in advance, except in case of breakdown or in case vacations are offered in lieu of lay-off, when the Company reserves the right to give a notice of at least twenty-four (24) hours.
- (c) Subject to the provisions of Sections 13.01(a), 13.01(g), and 13.02, vacations may be taken at any time during the payroll year. "Payroll year" as that term is used in the Collective Agreement shall mean the period from the first day of pay period number one (#1) to the last day of pay period number twenty-six (#26) or number twenty-seven (#27) as the case may be, inclusive.
- (d) Vacation pay will be paid to an employee on the regular payroll dates. In the event an employee wishes to receive a vacation pay advance for scheduled vacation, then vacation pay shall be given to an employee at least seven (7) calendar days before they complete their last regular shift preceding their scheduled vacation, provided they have made such request in writing fourteen (14) days prior to the first scheduled day of vacation.
- (e) Vacation pay entitlement which is in excess of fourteen (14) days shall be given to an employee with the next appropriate payroll provided that:

Article 13 (continued)

- (i) The employee has requested it in writing, and
 - (ii) If the vacation for which early pay was received is not taken by the end of the payroll year, then such vacation shall be deemed by the Company as vacation sold back.
- (f)
- (i) For the purpose of determining vacation pay, the total wages disbursed during the previous payroll year shall be used.
 - (ii)
 - (a) If the employee has been absent the previous year for industrial and/or non-industrial injury or sickness or pregnancy and/or parental leave, then for each vacation week taken, the Company will ensure that the vacation pay disbursed above will equal a minimum of forty (40) hours pay at the employee's current rate.
 - (b) Monies added to an employee's vacation pay to meet the requirements of 13.01 (f) (ii) shall be referred to as, "top up";
 - (c) Top up shall apply to the current entitlement days only, and shall not apply to any vacation days deferred from previous years. Top up will be paid at the difference between "current" vacation pay earned as per Article 13.03 and current hourly rate;
 - (d) In order to be eligible for top up, an employee must schedule all current vacation entitlement in the current payroll year. Once vacation pay has been received for any of the vacation time scheduled, these vacations cannot be cancelled and the time must be taken. Vacation time may be rescheduled but not cancelled. Vacation pay including top up will be paid in accordance with 13.01 (d);
 - (e) "Early pay" provisions as described in 13.01 (e) do not apply to vacation top up, until the days are scheduled.
- (g)
- (i) In each payroll year, employees with vacation entitlement in excess of fourteen (14) days may defer to the following payroll year that portion of their vacation entitlement which is in excess of fourteen (14) days and in even amounts of seven (7) days.
 - (ii) An employee shall receive vacation pay for deferred vacation at the time the vacation is taken. Vacation pay credited for such deferred vacation shall be that which the employee would have received at the time the vacation was originally due. The vacation pay received when the deferred vacation is taken shall be based on the average of all current and deferred vacation pay that has been credited to the employee. All deferred vacation must be taken at a time satisfactory to the Company.
- (h) An employee with a current vacation entitlement of more than fourteen (14) days under the provision of Section 13.03(b), (c), (d) and (e) will be entitled to obtain a cash refund in lieu of an equal amount of their current vacation entitlement which is in excess of fourteen (14) days provided that:
- (i) The time involved in the option is in even amounts of seven (7) days. Such payments will be made on the next appropriate payroll.
- (i) Notwithstanding any other provision of this Article, an employee with a current vacation entitlement of fourteen (14) or more days, must take a minimum vacation of fourteen (14) days in the current payroll year.

Article 13 (continued)

- (j) Throughout this Article, where reference is made to "continuous service", those words shall mean Company Seniority as defined in Appendix III of this Agreement.

13.02

- (a) The Company will continue to operate a rotational program for vacations, which provides the maximum opportunity for each employee to select a vacation time during the preferred period. Should they elect to take their vacation in the preferred period, they will be allowed a maximum of twenty-one (21) days in one unbroken block which will be taken in accordance with the particular circumstances and conditions of the Plant and the vacation group in which the employee belongs. An employee in selecting their vacation time will be allowed only one choice. Therefore, the employee who wishes to take their vacation in several blocks will be allowed to select only one block and the remainder will be taken according to Company seniority and Company requirements. The preferred period commences with the summer closing of elementary schools and extends for as many weeks as is required to schedule three (3) consecutive twenty-one (21) day vacation blocks for shift workers.

- (b) When scheduling vacation time

- (i) In the preferred period, employees having the greatest number of vacation credits will be entitled to their choice in the order of their vacation credit groups and within those groups in the order of their Company seniority until such time as an employee does not have the choice available to them of taking up to twenty-one (21) days of their vacation entitlement in one unbroken block.

- (ii) Outside the preferred period all employees who either did not elect or could not select an unbroken block of twenty-one (21) days in the preferred period will be entitled to their first choice of a vacation in order of their Company seniority.

- (c) No employee shall be permitted to select a block of preferred vacation which limits the optimum use for vacation purposes of the preferred period.

- (d) An employee with one or more years of continuous service as of 31 December of the previous year is eligible to accumulate vacation credits.

- (e) Once eligible, an employee will accumulate one vacation credit for each successive year in which they do not have an opportunity of selecting up to twenty-one (21) days of their vacation during the preferred vacation period.

- (f) When an employee has the choice of taking twenty-one (21) days of their vacation entitlement in the preferred period then they shall lose their accumulated vacation credits whether or not they elect to take their vacation in the preferred period. However, if through exceptional circumstances an employee accumulates two (2) vacation credits before they receive a vacation during the preferred period then they shall be entitled to carry over one vacation credit so as to expedite their receiving a subsequent vacation in the preferred period in a succeeding year.

- (g) Vacation credits remain with employees no matter to what different departments or vacation groups they may be moved.

13.03

- (a) An employee who has completed one but less than two (2) years of continuous service at the end of the previous calendar year, shall be given a vacation totaling fourteen (14) days provided they have actually worked some time in the previous payroll year. An employee who has not completed one year of continuous service shall be given one half ($\frac{1}{2}$) day of vacation for

Article 13 (continued)

each pay period during which they have worked at least sixty-four (64) hours. Vacation pay shall be four percent (4%) of the employee's total earnings. An employee not qualified for at least one day of vacation shall be given four percent (4%) of their total earnings within thirty (30) days of the end of the calendar year.

- (b) An employee who has completed two (2) but less than eight (8) years of continuous service at the end of the previous calendar year, shall be given a vacation totaling twenty-one (21) days provided the employee has actually worked some time in the previous payroll year. Vacation pay shall be six percent (6%) of the employee's total earnings.
- (c) An employee who has completed eight (8) but less than seventeen (17) years of continuous service at the end of the previous calendar year, shall be given a vacation totaling twenty-eight (28) days provided they have actually worked some time during the previous payroll year. Vacation pay will be eight percent (8%) of the employee's total earnings.
- (d) An employee who has completed seventeen (17) but less than twenty-five (25) years of continuous service at the end of the previous calendar year, shall be given a vacation totaling thirty-five (35) days provided that they have actually worked some time during the previous payroll year. Vacation pay will be ten percent (10%) of the employee's total earnings.
- (e) An employee who has completed twenty-five (25) or more years of continuous service at the end of the previous calendar year, shall be given a vacation totaling forty-two (42) days provided that they have actually worked some time during the previous payroll year. Vacation pay will be twelve percent (12%) of the employee's total earnings.
- (f)
 - (i) An employee who has completed five (5) years of continuous service at the end of the previous calendar year, shall be entitled to a supplementary vacation totaling seven (7) days for the current payroll year. Vacation pay for this entitlement shall be two percent (2%) of the employee's total earnings.
 - (ii) An employee who has completed ten (10) years of continuous service at the end of the previous calendar year shall be entitled to fourteen (14) days of supplementary vacation in the current payroll year. Vacation pay for this entitlement shall be four percent (4%) of the employee's total earnings.
 - (iii) An employee who has completed fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35) or forty (40) years of continuous service at the end of the previous calendar year shall be entitled to twenty-one (21) days of supplementary vacation in the current payroll year. Vacation pay for this entitlement shall be six percent (6%) of the employee's total earnings.

(g)

	YEARS OF CONTINUOUS SERVICE				
	1 Year	2-7 Years	8-16 Years	17-24 Years	25 + Years
Vacation					
Weeks	2	3	4	5	6
Days	14	21	28	35	42
Pay	4%	6%	8%	10%	12%

Vacation Pay Premium 1 to 14 Years Service 18%
15 + Years Service 23%

Article 13 (continued)

YEARS OF CONTINUOUS SERVICE								
Vacation	5 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs	30 Yrs	35 Yrs	40 Yrs
Supplement Weeks	1	2	3	3	3	3	3	3
Pay	2%	4%	6%	6%	6%	6%	6%	6%

These charts are for general information only and are not to be construed as amending or modifying in any aspect the specific provisions of Article 13.

13.04

In addition, an employee who has completed one or more years of continuous service at the end of the previous calendar year, shall receive, in addition to their vacation pay, an additional vacation pay premium which shall be equal to fifteen percent (18%) of such vacation pay. The vacation pay premium for an employee with fifteen (15) or more years continuous service at the end of the previous year shall be twenty percent (23%).

13.05

- (a) If one or more of the paid Statutory Holidays specified in Article 14 (Statutory Holidays) of this Agreement falls within an employee's vacation, they shall be paid at eight (8) times their regular basic hourly wage rate for each such Statutory Holiday. They shall be given an additional day off for each such Statutory Holiday provided that this additional day or days is taken consecutively with the vacation as scheduled.
- (b) Notwithstanding (a) above, during the preferred period only, those employees who are normally required to work on Statutory Holidays will be paid out for any Statutory Holidays falling within their vacation.

13.06

In the event of termination of employment, vacation pay shall be determined in accordance with Section 58 of the Employment Standards Act. In the event of retirement, vacation pay shall be determined in accordance with Article 13.

13.07

The Company may employ maintenance vacation replacements as provided herein:

- (a) Each year during the vacation period the Company may employ as maintenance department vacation replacements temporary employees with experience in the trades.
- (b) Such temporary maintenance vacation replacements shall not accumulate any seniority and shall only be employed to the extent that they are required to replace for vacation absences. Temporary maintenance vacation replacements shall be employed during the period 01 April to 30 September for a period not to exceed five (5) months. If reemployed they shall commence as new hires.
- (c) Present Company employees who meet the Company requirements as maintenance vacation replacements shall be given preference should they request a transfer to these maintenance vacation replacement jobs. However, once transferred they shall accumulate seniority in accordance with the provisions of the Agreement. An employee who is transferred or promoted as a temporary vacation replacement to replace a tradesperson shall be credited with trade seniority for all such time they replace a tradesperson if at a subsequent date they enter the apprenticeship program.

Article 13 (continued)

- (d) An employee employed as a temporary maintenance vacation replacement shall be paid at the rate of a Journeyman or Repairman (whichever is applicable). However, such an employee will not be considered to be a fully qualified Journeyman, solely by reason of their receiving such a rate.
- (e) The Company shall supply the Union with a list of employees hired as maintenance vacation replacements according to the provisions herein.

13.08

A "Day Worker" as defined in Article 17.04 and employees live filed to a 10-hour shift schedule, **and employees on Union dayshift assignments and employees medically accommodated on dayshift, for a period of three (3) months or more, to a temporary eight (8) hour dayshift position or temporary ten (10) hour shift assignment**, will be allowed to take two (2) weeks of their annual vacation off, one day at a time. The Day Worker will be paid for the day taken on the regular payroll date. For the purposes of this section, one week of vacation is equivalent to five (5) working days or four (4) working days for the 10-hour shift workers.

- (a) If a day worker has broken vacation days and subsequently transfers or reassigns to a permanent shift (other than an 8 or 10-hour shift), they are no longer eligible to take vacation one day at a time. Therefore, any broken vacation days remaining will automatically be sold back.
- (b) In addition, all broken vacation days less than a full week remaining by payroll year end will automatically be sold back.
- (c) Payroll will notify all employees with broken vacation days remaining annually by 1 October.

LETTER OF UNDERSTANDING

13-LU-#1

Vacation Scheduling

ENTERED INTO THIS 26th day of July, 1996

It is the intention of the parties to develop a system for scheduling vacation in the calendar year which facilitates employees' needs as much as possible while respecting employees' seniority rights and Management's needs to schedule work. Therefore the parties agree as follows:

1. The normal vacation scheduling period will be the two (2) months prior to the start of the calendar year.
2. A joint committee of one Company and one Union Representative will, prior to the scheduling of vacation, provide joint training to Supervisors and Stewards.
3. Vacations booked during the normal scheduling period will be scheduled in accordance with Article 13 of the agreement.
4. When an employee's expressed preference is booked, this preference will not be denied except in case of breakdown or in case vacations are offered in lieu of layoff, and the employee will be given a minimum of twenty-four (24) hours notice of the denial.
5. Article 13.01(c)

Subject to the provisions of Sections 13.01(a), 13.01(g) and 13.02, vacations may be scheduled at any time during the calendar year.

13-LU-#1 (continued)

Notwithstanding this, vacation pay is earned and disbursed according to the payroll year. "Payroll year" as that term is used in the Collective Agreement shall mean the period from the first day of pay period number one (#1) to the last day of pay period number twenty-six (#26) or number twenty-seven (#27) as the case may be, inclusive.

It is agreed the attached "Yearly Joint Communication to All Hourly Paid Employees" will be issued to each employee just prior to the beginning of the first round of vacation bookings by their Supervisor.

YEARLY JOINT COMMUNICATION
TO
ALL HOURLY PAID EMPLOYEES

Subject: Vacation Scheduling

The Union and Management have agreed to issue this joint communication.

The changes made to vacation scheduling during the 1996 negotiations solved the majority of problems with vacation scheduling. Unfortunately, a new problem arose making it difficult to book vacations during the Christmas holidays. To resolve this issue the parties have agreed to change the language so vacations now may be scheduled at any time during the CALENDAR YEAR rather than the payroll year. This makes it possible once more to book to the end of the calendar year and therefore, includes Christmas in each scheduling year.

The normal scheduling period will be the two (2) months prior to the start of the calendar year (always starts 1 November). In order to prevent resurfacing of some of the previous problems that this method of vacation scheduling caused, the parties have agreed to the following definitions:

Calendar Year

The period of time between 1 January and 31 December inclusive.

Payroll Year Article 13.01(c)

It extends from the first day of pay period number one (#1) to the last day of pay period number twenty-six (#26) or number twenty-seven (#27) as the case may be, inclusive. This date varies from year-to-year but the Payroll Year ALWAYS ends on the Sunday immediately previous to the last payday of the payroll year.

Deferred Vacation Article 13.01(g)

Vacation saved from one PAYROLL year to be taken in the next PAYROLL YEAR.
VACATION TIME CANNOT BE DEFERRED IF EARLY PAY HAS BEEN RECEIVED FOR IT.

Early Pay Article 13.01(e)

This is when you have received your vacation pay but HAVE NOT scheduled the time. You can only receive early pay for vacation time in excess of fourteen (14) days. Time for which early pay has been received should be taken before any other vacation time. Most importantly, you must understand that if you take early pay AND IF YOU DO NOT SCHEDULE AND TAKE THE TIME BEFORE THE END OF THE PAYROLL YEAR THIS TIME IS CONSIDERED AS "SOLD BACK" AND YOU LOSE THIS VACATION TIME.

Note: This cannot be changed as it is a Federal Tax Law and not an item that can be negotiated by the parties.

13-LU-#1 (continued)

Scheduling Period 13-LU-#1

The time period during which vacations are scheduled for the next calendar year which begins 1 November. All scheduling will be done in accordance with the terms and conditions as set out in Article 13 starting the preferred period as defined in Article 13.02 (a). **First round of vacation scheduling must be completed by 1 December each year.**

Due to the changing nature of the PAYROLL YEAR Christmas can arrive after the payroll year has ended. In those years, any employee who has booked their vacation around the Christmas holidays has in effect DEFFERED their vacation. Where an employee schedules Christmas vacation and that vacation time falls within the following PAYROLL YEAR, the employee must ensure the time scheduled is with money.

It is the parties intent to issue this communication at the start of the booking period each year.

LETTER OF UNDERSTANDING

13-LU-#2

Cancelling Of Vacation Booked In the Preferred Period

ENTERED INTO THIS 1st day of March, 2005.

Both the Company and the Union agree that in the event an employee cancels vacation they have booked in the preferred period that year, the procedure will be as follows:

1. If the vacation block cancelled is less than twenty-one (21) days it will be offered to the person with the most Company seniority.
2. If the vacation block cancelled is twenty-one (21) days, it will be offered to the employee with a credit who has the most Company seniority. If the employee accepts the twenty-one (21) day vacation block, they must take the full twenty-one (21) day block of time and their credit will be forfeited. If the employee refuses to take the twenty-one (21) day block they will retain their credit and the Company will go on to the next employee with a vacation credit in order of seniority.
3. If no one with a credit claims the cancelled vacation block in #2 above, it will be offered to the person with the most Company seniority.

Article 14 - STATUTORY HOLIDAYS

14.01

The provisions of this Article shall apply only to employees with thirty (30) or more calendar days of employment with the Company.

14.02

The Company shall observe the following days as Statutory Holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day

Article 14 (continued)

Remembrance Day
Christmas Day
Boxing Day

14.03

If by law or decree another day is substituted for the observance of any holiday listed in Section 14.02, the day of observance shall be considered as the holiday insofar as payment for the listed Statutory Holiday is concerned.

14.04

No employees shall be required to work on one of the Statutory Holidays listed in Section 14.02 unless they are working on continuous operations or are otherwise required to work because of breakdown, emergency, or because they provide essential services for continuous operations. The term "continuous operations" when used in this Agreement shall include wharf operations or ancillary operations in conjunction with the wharf. Notwithstanding the above, it is understood that no employee will be required to work on the loading or unloading of ships on Christmas Day and New Year's Day.

14.05

Employees working on operations where they are normally required to work on Statutory Holidays may, at the discretion of the Company, be given any of the holidays off provided that all such employees performing the same work in a set of operations are given seven (7) days notice in advance of the holiday that they will not be required to work.

14.06

If an employee is required to work on one of the Statutory Holidays listed in Section 14.02 they are under the same obligation to do so as on any other working day of the year, and should they fail to work on such Statutory Holiday after being so required they shall not receive any pay for the holiday.

14.07

On each of the Statutory Holidays listed in Section 14.02:

- (a) An employee who is not required to work shall receive an amount equal to eight (8) hours pay at their regular basic hourly wage rate, provided that:
 - (i) the employee shall have worked the last regular shift to which the employee was assigned before the holiday and the first regular shift to which the employee is assigned after the holiday; or,
 - (ii) the employee is on an approved leave of absence or absent for medical reasons, which are substantiated to the satisfaction of the Company, for less than seven (7) days.
- (b) An employee on temporary assignment who is eligible to receive eight (8) hours pay under 14.07(a) or 14.08(b) shall receive the eight (8) hours pay at the basic hourly wage rate of the temporary assignment provided that they were on the temporary assignment for both qualifying days as set out in 14.07(a) and that they are entitled to receive Statutory Holiday pay.

14.08

- (a) On each of the Statutory Holidays listed in Article 14.02, an employee who is required to work shall be paid at the overtime rate of one and one-half (1½) times their basic hourly wage rate, with the exception of Christmas Day which shall be paid at double their basic hourly wage rate for all hours worked on that day. However, should an employee who is required to work on a Statutory Holiday work more than eight (8) consecutive hours immediately prior to and on their Statutory Holiday shift which are paid at the overtime rate of one and one-half (1½) times their basic hourly wage rate, then each such additional hour worked shall be paid at the rate of double their basic hourly

Article 14 (continued)

wage rate. Additionally, should an employee who is required to work on a Statutory Holiday work more than six (6) overtime hours immediately prior to this Statutory Holiday shift and the rate of double their basic hourly wage rate has commenced under the provisions of Article 18.03, then all subsequent hours worked shall be paid at the rate of double their basic hourly wage rate.

- (b) An employee who is required to work and does work their shift shall receive, in addition to their regular earnings, an amount equal to eight (8) hours pay at their regular basic hourly wage rate.

14.09

- (a)
 - (i) An employee with ninety (90) or more calendar days of employment with the Company shall be entitled to two (2) annual Floating Holidays for which the provisions of Section 14.07(a) shall apply.
 - (ii) A Floating Holiday may be broken into two (2) hour blocks for the purpose of making up a full shift.
- (b) Floating Holidays shall be taken at a time satisfactory to the Company and arranged, where possible, in accordance with the expressed preference of the employee. If an employee is informed, within seven (7) days of the agreed day for a Floating Holiday, that they are required to work that day, they shall be paid at the overtime rate of time and one-half for all hours worked on that date, and shall be given a holiday at another time. However, should an employee who is required to work on a Floating Holiday work more than eight (8) consecutive hours immediately prior to and on their Floating Holiday shift which are paid at the overtime rate of one and one-half (1½) times their basic hourly wage rate, then each such additional hour worked shall be paid at the rate of double their basic hourly wage rate. Additionally, should an employee who is required to work on a Floating Holiday work more than six (6) overtime hours immediately prior to their Floating Holiday shift and the rate of double their basic hourly wage rate has commenced under the provisions of Article 18.03, then all subsequent hours worked shall be paid at the rate of double their basic hourly wage rate.
- (c) Floating Holidays must be taken by an employee within the payroll year in which they are earned or the Company will pay the employee for any untaken Floating Holiday(s) in accordance with the provisions of Article 14.09(d).
- (d) In lieu of taking a Floating Holiday, an employee shall be entitled to a payment equal to eight (8) hours pay at their regular basic hourly wage rate. The payment shall be given with the next appropriate payroll.

LETTER OF UNDERSTANDING

14-LU-#1

Additional Statutory Holiday

ENTERED INTO THIS 18th day of October, 1977.

The purpose of this Letter of Understanding is to record the agreement reached between the parties with respect to "Heritage Day" or another day assigned as a statutory holiday recognized by the Federal Government under the official Holidays Act.

Should the Government of Canada proclaim a Statutory Holiday, it shall be observed as a Statutory Holiday for the remaining term of the Collective Agreement in accordance with the terms and conditions of Article 14.

14-LU-#1 (continued)

In the event that a statutory holiday is not proclaimed during the term of the Collective Agreement, this Letter of Understanding shall be cancelled.

Article 15 - SHIFT DIFFERENTIAL

15.01

Shift workers working on the Afternoon and Midnight Shifts will be paid premiums over and above their basic hourly wage rates as follows:

	Jul '12	Jul '13	Jul '14	Jul '15	Jul '16
Afternoon	\$1.45/hr	\$1.50/hr	\$1.55/ hr	\$1.60/hr	\$1.65/hr
Midnight	\$1.75/hr	\$1.80/hr	\$1.85/hr	\$1.90/hr	\$1.95/hr
12 Hour Night	\$2.15/hr	\$2.20/hr	\$2.25/hr	\$2.30/hr	\$2.35/hr

15.02

If, due to overtime, the hours of work of a shift worker continues into the next succeeding shift, they shall be paid the premium established for that shift for such overtime hours.

Article 16 - PREMIUM FOR WEEKEND WORK

16.01

An employee who is required to work on Saturday or Sunday shall receive a premium of \$1.95 per hour for all straight time hours worked on those days. Furthermore, this amount will be increased as follows:

24 July 2012 - \$2.30
24 July 2013 - \$2.35
24 July 2014 - \$2.40
24 July 2015 - \$2.45
24 July 2016 - \$2.55

Article 17 - HOURS OF WORK

17.01

The hours of work for an employee shall consist of a regular shift of not more than eight (8) hours in a day, and not more than five (5) such regular shifts during the work week, which shall be defined as the seven (7) calendar day period from Sunday midnight to the following Sunday midnight. The preassigned hours and days when these regular shifts are to be worked constitute for each employee their regular shift schedule and, when worked, shall be paid for at the employee's basic hourly wage rate, except as provided for in Section 14.08(a), 17.03(b) and 17.03(c).

17.02

- (a) The starting and stopping times of an employee's regular shift and their meal interval may be advanced or retarded by the Company not more than two (2) hours for any particular department or set of operations, which shall not be considered as a change in an employee's regular shift schedule.
- (b) Each employee shall be at their assigned or reporting location ready to commence work at their designated starting time and they shall remain at their working location until their designated stopping time.

17.03

- (a) An employee may be required by the Company to change from their regular shift schedule to a new regular shift schedule.
- (b) When an employee is required by the Company to change to a new regular shift schedule they shall be given notice of such change at least seventy-two

Article 17 (continued)

(72) hours prior to the commencement of their new regular shift schedule. The commencement of the new regular shift schedule will be deemed to have occurred when an employee commences work on a different regular shift than was required by their previous regular shift schedule. If the employee is not given such notice, their first regular shift worked on the new regular shift schedule shall be paid at the overtime rate of double their basic hourly wage rate. However, should an employee who is required to work consecutive hours immediately prior to their regular shift worked on the new regular shift schedule, then they shall be paid in accordance with Article 18.03. However, the payment of the overtime rate for the lack of notice of change to a new regular shift schedule shall not apply when the change is due to:

- (i) The promotion, or demotion, or transfer in lieu of lay-off of the employee, or
 - (ii) a request of the employee or employees concerned, or
 - (iii) a transfer at the request of the employee, or
 - (iv) the uncertain arrival or departure of ships, in which case the first regular shift shall be paid at the overtime rate if less than twenty-four (24) hours' notice is given.
- (c) An employee shall be paid at the overtime rate of double their basic hourly wage rate, for all hours worked on their regular shift after there has been less than a fifteen (15) hour lapse of time, since they completed work on their last regular shift.

However, the payment of the overtime rate shall not apply in cases where the "less than fifteen (15) hour lapse of time" was occasioned by a change of regular shift schedule due to:

- (i) The promotion to a regular job opening, or the demotion to a regular job opening, or transfer in lieu of lay-off, of the employee, or
- (ii) a request of the employee or employees concerned, or
- (iii) a transfer at the request of the employee.

If the starting and stopping times of an employee's regular shift have been advanced or retarded as per Section 17.02, the figure fifteen (15) hours will be decreased accordingly in the application of this section.

- (d) When an employee is required by the Company to change to a new regular shift schedule, and such change requires them to work:
- (i) a shift after they have already completed a regular shift in the same day, or
 - (ii) a shift immediately following and continuous with a regular shift which they have completed, or
 - (iii) a shift or shifts after they have completed five (5) regular shifts in the same week.

Then in each of these three cases such additional shift or shifts shall be considered to be overtime work, and, if worked, shall be paid at the overtime rate as per Section 18.03 and shall not be considered part of their regular shift schedule.

Article 17 (continued)

- (e) Should an employee who has worked six (6) regular shifts on six (6) consecutive days be required to continue work on the seventh (7th) or both the seventh (7th) and eighth (8th) consecutive days, then such work on the seventh (7th) or the seventh (7th) and eighth (8th) days shall be considered to be overtime work, to be paid as per Section 18.03 and shall not be considered part of their regular shift schedule.
- (f) An employee, who has attained regular employee status under the provisions of Article 9.08, who is not on lay-off, and who, as a direct result of being required by the Company to change from their regular shift schedule to a new regular shift schedule, is not given the opportunity to earn in a work week a minimum pay equal to forty (40) hours at their basic hourly wage rate shall, in addition to their actual earnings for that week, be paid an amount equal to the difference between the pay which they earned plus any pay which they were given an opportunity to earn, and the above minimum pay, with shift and Sunday premiums being excluded from all calculation.

17.04

- (a) The term "Day Worker" shall apply to employees, except those employed at Kemano, whose regular shift generally starts at 8:00 a.m. and stops at 4:30 p.m. with an unpaid meal interval of one-half ($\frac{1}{2}$) hour, generally between the hours of 12:00 noon and 12:30 p.m. The term "Day Worker" shall apply to employees employed at Kemano whose regular shift generally starts at 8:00 a.m. and stops at 5:00 p.m. with an unpaid meal interval of one hour, generally between the hours of 12:00 noon and 1:00 p.m.
- (b) Day Workers will not normally be required to work on Sundays unless it is for one of the following reasons:
 - (i) Because of a breakdown of Plant or machinery affecting production.
 - (ii) Because of an emergency necessitating the carrying out of urgent repairs.
 - (iii) Because they provide essential services for continuous operations.
 - (iv) To maintain normal services to the Kemano community.

17.05

- (a) The term "Shift Worker" shall apply to employees when they are working regular shifts, generally on a rotating shift basis, at hours other than those of a Day Worker. The term "Shift Worker" shall also apply to a Day Worker when they are temporarily assigned to continuous operations on the wharf or ancillary operations in conjunction with the wharf. The starting and stopping times of shift workers shall generally be: Midnight Shift, 12:00 midnight to 8:00 a.m.; Day Shift, 8:00 a.m. to 4:00 p.m.; Afternoon Shift, 4:00 p.m. to 12:00 midnight.
- (b) Shift workers shall be entitled to a meal interval of one-half ($\frac{1}{2}$) hour to be paid as though worked at the employee's regular rate and such paid interval shall be granted, except in special circumstances, between the third and fifth hour of the shift and shall be considered as part of the employee's normal rest period. The paid meal interval of a shift worker shall normally be taken away from their place of work, although under special circumstances they may be required to take their meal at their place of work.
- (c) Shift workers will not normally be required to work on hours other than the scheduled hours for the shifts on which they are employed, unless it is for one of the following reasons:
 - (i) Because of breakdown of Plant or machinery affecting production.

Article 17 (continued)

- (ii) Because of an emergency necessitating the carrying out of urgent repairs.
 - (iii) Because they provide essential services for continuous operations.
 - (iv) To allow for continuous operations for the purpose of loading or unloading ships.
- (d) Where a shift worker has completed a full work week on either the afternoon shift or the midnight shift and is then required by the Company to work days the following week, then they shall be entitled during that week while assigned to days to work at the day shift hours of 8:00 a.m. to 4:00 p.m. with a paid meal interval. Thereafter, if they continue to work days their hours shall be 8:00 a.m. to 4:30 p.m. or as determined by the Company. The provisions of this Section 17.05(d) shall not apply when the change to days is due to:
- (i) The promotion, or demotion, or transfer in lieu of lay-off of the employee, or
 - (ii) a request of the employee or employees concerned, or
 - (iii) a transfer at the request of the employee.

17.06

Without limiting its right to assign or change shifts, the Company agrees **they must have a clear rationale for the change and** that prior to changing a shift schedule which has been established for a crew in a particular operation or set of operations, the Company shall;

- (a) Notify the Union of their intent to change to a new regular shift schedule.
- (b) Meet with the Union and crew representatives to discuss the reasons for the change.
- (c) Be willing to accept input from the Union and the crew.
- (d) Obtain the consent of the Union and the crew if it is a situation in which the Company does not have the legal right to unilaterally change the current shift.

17-LI-#1 Permanent Mutual Shift Exchange

LETTER OF UNDERSTANDING

17-LU-#1

Continuous Twelve Hour Shift #12, #31, #34, and #61

ENTERED INTO THIS 7th day of May, 1991.

It is jointly agreed by the Company and the Union that those employees in the following departments will work a compressed work week as set out on the accompanying shift schedules attached:

<u>Department</u>	<u>Shift Schedule</u>
New Anode Paste Plant (835)	12
Systems Operation (922)	31
Potrooms 1-8 and Casting (those departments on Shift Schedule 16 as of 22 February 1989)	34
Ingot Finishing Department (876)	34
Plant Shift Maintenance (619)	34
Cell Start Up (856)	34
Shift Mechanics (633)	34
Coke Calciner (820)	61
Dry Scrubber Operations (849)	61
First Aid (524)	61
Steam Plant (726)	61

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. Where there exists more than one shift schedule in any department, any change in any employee's shift schedule will be done in accordance with 17.06. The Company undertakes to ensure that each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions:

1. Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days in their regular work week (i.e., 3 or 4).
2. Article 12.03
Paid leave granted under this Article will be granted as follows, at the preference of the employee:
 - (a) eight (8) hours per day for four (4) days; or
 - (b) twelve (12) hours per day to a maximum of thirty-two (32) hours.

Additional time off within the four (4) days must be taken as banked time before a leave of absence without pay will be granted.

3. Article 12.05
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
4. Article 14
A Statutory Holiday for payment purposes will commence 7:00 p.m. the previous day and end at 7:00 p.m. on the Statutory Holiday.

17-LU-#1 (continued)

5. Article 15
Shift premium will be paid on the night shift only (7:00 p.m. - 7:00 a.m.). This shift premium shall be calculated as follows:

(8 hours at afternoon shift premium + 8 hours at midnight shift premium) ÷ 12 hours
6. Article 16
Saturday premium shall be paid for the twenty-four (24) hour period commencing 7:00 p.m. Friday and ending at 7:00 p.m. Saturday. Sunday premium shall be paid for the twenty-four (24) hour period commencing 7:00 p.m. Saturday and ending at 7:00 p.m. Sunday.
7. Article 17.01
For those on Shift Schedules #12, #31, and #34, the hours of work shall consist of a regular shift of not more than twelve (12) hours in a day to average forty-two (42) hours per week over a two-week period. For those on Shift Schedule #61, the hours of work shall consist of a regular shift of not more than twelve (12) hours in a day to average forty-two (42) hours per week over an eight-week period. The work week shall be the seven (7) day period starting 7:00 p.m. Sunday to 7:00 p.m. the following Sunday.
8. Article 17.03 (c)
The time between regular shifts without attracting overtime payment shall become twelve (12) hours.
9. Article 17.03 (d) (iii)
For those on Shift Schedules #12, #31, #34, and #61, this Article shall read "... after they have completed their regularly scheduled shifts in the same week."
10. Article 17.05 (a)
The starting and stopping times for employees on Shift Schedules #12, #31, #34 and #61 shall be:

Start 7:00 a.m. Stop 7:00 p.m.
Start 7:00 p.m. Stop 7:00 a.m.
11. Article 18.03
The payment of double time will not commence under Section 14.08, with the exception of Christmas Day, until the consecutive hours paid at the overtime rate have exceeded twelve (12).
12. Article 19.01 (a)
For those employees working twelve (12) hour days the length of the prior notice when informing them that they are not required for work on their next regular shift becomes twelve (12) hours.
13. Article 26.02
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
14. Appendix V-4(d)
It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours a day while they are actually involved in Job Evaluation duties.

LETTER OF UNDERSTANDING

17-LU-#2

Compensating Shifts Off

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreed upon conditions that shall supersede any conflicting terms of the Collective Labour Agreement.

Those hours in excess of forty (40), averaged over a period of weeks as detailed below, are designated as Compensation for Time Worked (CFTW). The specific days on which Compensation for Time Worked occurs is noted for each relevant shift schedule.

Shift Schedule	Length of Shift-Hours	Averaging Period Weeks	Hours Banked Per Designated CFTW Day	# CFTW Days Per Ave Period
09	12	2	4	1
31	12	2	4	1
34	12	2	4	1
37	12	2	4	1
38	12	2	4	1
61	12	8	8	2
89	12	2	6.5	1

The following conditions shall apply to the foregoing:

1. Should an employee, working on the continuous shift schedule to which they are normally assigned work, attend joint meetings or engage in Union business with the Company's approval, during those hours designated as Compensation for Time Worked, those hours shall be accumulated.
2. For the purpose of accumulating Compensation for Time Worked (and for scheduling Compensating Shifts Off), two (2) periods of approximately six (6) months each shall be established. Period A shall be defined as being from the beginning of the pay period following the one containing 01 January to the end of the pay period containing 01 July of the same year.

Period B shall be defined as being from the beginning of the pay period following the one containing 01 July to the end of the pay period containing 01 January of the following year.

CFTW's earned in one period may be taken off in the same period, but must be taken off by the end of the next period.

3. Compensating Shifts Off shall be scheduled on the basis of one hour off of scheduled working time for each hour of accumulated Compensation for Time Worked.
4. For 12-hour shifts only, Compensating Shifts Off may be scheduled in 4-hour blocks. Usually the 4-hour block will be used in conjunction with floaters, banked stats, or bereavement leave to generate one complete 12-hour shift.
5. Compensating Shifts Off shall be granted adjacent to a regular loaf period.

6. An employee who is given Compensating Shifts Off on either one or both qualifying shifts for Statutory Holiday pay, shall be considered to have worked on that shift or shifts for the purpose of Article 14.06(a).

Subject to the Company's approval, an employee who is required to work on a Statutory Holiday may be given a Compensating Shift Off on the Holiday without loss of Holiday pay.

7. CFTW's must be taken at a time satisfactory to the Company. When possible, these will be arranged with the expressed preference of the employee. When an employee requests CFTW hours off, they will be given the answer within four (4) regular working hours. Compensating Shifts Off may be scheduled in single shifts or in a block of shifts equivalent to one shift rotation. Compensating Shifts Off may be taken during the preferred period provided that operating conditions and vacation schedules permit. However, vacations will take precedence over Compensating Shifts Off.
8. When an employee earns a Compensating Shift Off as a result of working hours designated as Compensation for Time Worked as described in Section 1 above, payment for that time shall be made in the following manner:
 - (a) All Compensation for Time Worked hours worked shall be calculated on the employee's hourly wage rate for that shift, plus thirty percent (30%), (increased to thirty-five percent (35%) on 24 July 2007, forty percent (40%) on 24 July 2008, and forty-five percent (45%) on 24 July 2011).
 - (b) The employee shall receive pay for Compensating Shift(s) Off on the next relevant pay day at the time when they are granted their Compensating Shift(s) Off.
 - (c) The pay received when the Compensating Shift(s) Off is taken shall be based on the average of all Compensation for Time Worked that has been credited to the employee.
 - (d) All premiums earned during the Compensation for Time Worked shall be paid on the next relevant pay day.
9. Should an employee be scheduled to receive a Compensating Shift Off during hours that are designated as Compensation for Time Worked on the shift schedule to which they are assigned, such Compensating Shift Off shall be deferred to the following period (A or B as appropriate) and there will be no earned Compensation for Time Worked and no Compensation for Time Worked will accumulate.
10. Should an employee not work on the designated compensation for Time Worked hours within a work week of the shift schedule to which they are assigned because of:
 - (a) Bereavement leave
 - (b) Jury/witness service
 - (c) Vacations
 - (d) Non-occupational illness
 - (e) Occupational injury or illness

They shall receive the appropriate compensation, if any, just as for any other regular hours not worked for these reasons. However, no Compensation for Time Worked shall accumulate to their credit, nor shall any pay be deferred, nor shall any Compensation for Time Worked premium be payable.

11. Should an employee be required to work on a Compensating Shift Off, the hours worked shall not be considered to be part of their regular shift schedule and the employee shall be paid at the overtime rate as set forth in Section 18.03

17-LU-#2 (continued)

for such hours as are worked, in addition to the pay received for the Compensating Shift Off. This shall be considered full compensation for the compensating time off.

12. An employee who has accumulated Compensation for Time Worked to their credit, and who is assigned to a shift schedule not covered by this Letter of Understanding shall be given such time off with pay plus the premiums as per 8(a) in a period to be determined by the Company which shall in no event be later than the period specified in Section 2 above and during which period they would normally have been expected to have had scheduled their Compensating Shifts Off.
13. An employee who has accumulated Compensation for Time Worked to their credit, and who is laid off or who leaves the employ of the Company before being granted such Compensating Shifts Off, shall be paid for such hours as specified in Section 8 (a) above, at the time of their leaving.

LETTER OF UNDERSTANDING

17-LU-#3

Cathode Lining Shift

ENTERED INTO THIS 6th day of October, 2004

It is jointly agreed between the Company and the Union that those employees in Department 831 (Cathode Lining) will work a hybrid shift schedule consisting of eight (8) employees working eight (8) hours per day, Monday to Friday and two (2) crews of five (5) employees per shift working a rotating 12-hour day shift as per shift schedule #38.

1. It is agreed that the employees working on an 8-hour day shift schedule will have all rights as per the CLA.
2. All employees working shift schedule #38 will retain all rights under the CLA with the following exceptions:
 - (a) Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days of their regular workweek (i.e. 3 or 4).
 - (b) Article 12.03
Paid leave granted under this Article will be granted as follows, at the preference of the employee:
 - i) Eight (8) hours per day for four (4) days or
 - ii) Twelve (12) hours per days to a maximum of thirty-two (32) hours.

Additional time off within the four (4) days must be taken as banked time before a leave of absence without pay will be granted.
 - (c) Article 12.05
In each case, the amount of pay, awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
 - (d) Article 17.01
For those employees on shift schedule #38 the hours of work shall consist of a regular shift of not more than twelve (12) hours in a day to average forty-two (42) hours per week over a two (2) week period. The definition of a week is not changed.
 - (e) Article 17.03 (c)

17-LU-#3 (continued)

The time between regular shifts without attracting overtime payment shall become twelve (12) hours.

- (f) Article 17.03 (d) (iii)
For those on shift schedule #38 this Article shall read “after they have completed their regularly scheduled shifts in the same week”.
- (g) Article 17.05 (a)
The starting and stopping times for employees on shift schedule #38 shall be:

Start – 7:00 a.m. Stop – 7:00 p.m.
- (h) Article 18.03
The payment of double time will not commence under Article 14.08, with the exception of Christmas Day, until the consecutive hours paid at the overtime rate have exceeded twelve (12).
- (i) Article 19.01 (a)
For those employees working regular 12-hour days, the length of prior notice when informing them that they are not required to work on their next regular shift becomes twelve (12) hours.
- (j) Article 26.02
The amount of pay awarded by the Company shall be sufficient to maintain the employee’s earnings as specified.
- (k) Appendix V 4 (d)
It is agreed the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours while they are actually involved in Job Evaluation duties.
- (l) It is jointly agreed that the following employees are assigned to shift schedule #38:

<u>38A</u>	<u>38B</u>
Robert Lafferty	Diana Snider
Daniel Dos Reis	Brad Pretty
Michael Thomas	Mark Jones
Troy Hansen	Leonard Paul

- (m) Employees on 8-hour day shift, Monday to Friday, will not be unilaterally assigned to shift schedule #38.

LETTER OF UNDERSTANDING

17-LU-#4

Shift #37

Departments 599, 623, 633/634, 656, 813

ENTERED INTO THIS 23rd day of December, 1992

It is jointly agreed between the Company and the Union that those employees in **Department 580 (Warehouse), Department 590 (Gas Collection), Department 710 (Conveyors), Department 840 (L1&2 Anode Support Crew), Department 846 (Paste Crew L3-5), Department 856 (Cell Start-Up)**, Department 599 (Office Facilities & Maintenance), Department 623 (Casting Maintenance), Departments 633/634 (Garage), Department 656 (Reduction Maintenance), and Department 813 (Stud Rebuild) will work a compressed work week as set out on shift schedule #37.

17-LU-#4 (continued)

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. Where there exists more than one shift schedule in any department, any change in any employee's shift schedule will be done in accordance with Article 17.06. The Company undertakes to ensure each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions.

1. Article 4.02(f)
The days of leave granted to each employee under this Article will equal the number of days of their regular work week (i.e., 3 or 4)
2. Article 12.03
Paid leave granted under this Article will be granted as follows, at the preference of the employee.
 - (a) eight (8) hours per day for four (4) days or
 - (b) twelve (12) hours per day to a maximum of thirty-two (32) hours.

Additional time off within the four (4) days must be taken as banked time before a leave of absence without pay will be granted.
3. Article 12.05
In each case, the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
4. Article 17.01
For those Shift Schedule #37, the hours of work shall consist of a regular shift of not more than twelve (12) hours in a day to average forty-two (42) hours per week over a two (2) week period. The definition of a week is not changed.
5. Article 17.03(c)
The time between regular shifts without attracting overtime payment shall become twelve (12) hours.
6. Article 17.03(d) (iii)
For those on Shift Schedule #37, this Article shall read "after they have completed their regularly scheduled shifts in the same week".
7. Article 17.05(a)
The starting and stopping times for employees on Shift Schedule #37 shall be:

Start 7:00 a.m. Stop: 7:00 p.m.
8. Article 18.03
The payment of double time will not commence under Article 14.08, with the exception of Christmas Day, until the consecutive hours paid at the overtime rate have exceeded twelve (12).
9. Article 19.01 (a)
For those employees working regular twelve hour days, the length of prior notice when informing them that they are not required to work on their next regular shift becomes twelve (12) hours.
10. Article 26.02
The amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified.
11. Appendix V - 4(d)

It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours while they are actually involved in Job Evaluation duties.

LETTER OF UNDERSTANDING

17-LU-#5

Ten Hour Day Shift Administration

ENTERED INTO THIS 24th day of October, 1977.

It is jointly agreed between the Company and the Union that the hours of work for employees working ten (10) hours a day, four (4) days a week will generally be between Monday and Friday. The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. Where there exists more than one shift schedule in any department, any change in any employee's shift schedule will be done in accordance with Article 17.06. The Company undertakes to ensure that each employee will be assigned work days in consecutive order (Monday to Thursday or Tuesday to Friday). However, the Company reserves the right to alter this sequence in cases of need, without incurring penalty (i.e., shift change premium) provided the hours of work do not exceed ten (10) hours a day and (4) four days a week as a result of the change.

It is agreed that all remaining terms of the Collective Agreement remain in force with the following specific exceptions:

1. Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days in their regular work week.
2. Article 17.01
The hours of work shall consist of a regular shift of not more than ten (10) hours in a day and not more than four (4) such regular shifts in a week. The definition of a week is not changed.
3. Article 17.03 (b)
An alteration in the sequence of days per week shall not constitute a shift change. However, every effort will be made to maintain the work days in consecutive order within the new sequence.
4. Article 17.03 (c)
The time between regular shifts without attracting overtime payment shall become fourteen (14) hours.
5. Article 17.03 (d) (iii)
For those on a ten (10) hour day, four (4) day work week this Article shall read "...after they have completed four (4) regular shifts in the same week."
6. Article 17.04(a)
The starting and stopping times for employees on 10-hour shifts shall be:

Start:

Stop:

This article shall read "For those on a ten (10) hour day, four (4) day work week, workers shall be entitled to a meal interval of one half hour to be paid as though worked at the employee's regular rate. The paid meal interval of a ten (10) hour day worker shall normally be taken away from their place of work, although under special circumstances they may be required to adjust the time of their meal interval to accommodate fluctuating workloads.

17-LU-#5 (continued)

7. Article 18.03

The payment of double time will not commence under Article 14.08, with the exception of Christmas Day, until the consecutive hours paid at the overtime rate have exceeded ten (10).

8. Article 19.01 (a)

For those employees working regular ten (10) hour days the length of prior notice when informing them that they are not required to work on their next regular shift becomes fourteen (14) hours.

9. Article 12.03, 12.05, 26.02

In each case the amount of pay awarded by the Company shall not exceed eight (8) hours pay per day.

10. Appendix V - 4 (d)

It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours a day while they are actually involved in Job Evaluation duties.

It is understood that the foregoing work schedule may be limited to any period of time up to six (6) months from date of commencement.

The attached list of Department/Sections contains the names of all the Department/Sections for which permission has been granted to work 10-hour day 4-day week schedules.

The list will be amended as required. It is an integral part of the Letter of Understanding and is not intended for any other purpose.

ATTACHMENT

Departments on 10 hours/day, 4 days/week

639	Brick and Concrete Repair	626	Major Maintenance
617	Fabrication Shop	937	Transmission Line
633	Garage	634	Garage
618	Machine Shop	625	Pipe Shop
627	Anode Paste Plant Maintenance	612	Recovery
616	Component Rebuild	831	Cathode Lining
638	Mobile Equipment	637	B Cladders
813	Stud Rebuild	924	Rectifiers
590	Gas Collection	832	Potlining
	846/850		Potroom Control Lines 1-5
	660		Central Electrical/ Lighting Crew

LETTER OF UNDERSTANDING

17-LU-#6

Mutual Shift Exchange

ENTERED INTO THIS 27th day of August, 1992.

This Letter of Understanding is an agreement between the parties of the procedures and rules of mutual shift exchange.

In Kemano, because of the special nature of the shift schedule, a mutual shift exchange may be applied for but will not exceed two (2) consecutive shift rotations (21 days). As a result of working a mutual shift rotation in Kemano, employees will not be paid any travel time (6 hrs) or Kemano premium (6 hrs).

17-LU-#6 (continued)

In addition, this mutual shift exchange shall only apply to equivalent skills. Kemano employees are only eligible for three (3) mutual shift exchanges per year.

The procedures and rules are as follows:

1. An employee wishing to do a mutual exchange with another employee must complete the form "Mutual Exchange of Shift Advice", which is available from their Supervisor.
2. Both employees and Supervisor must sign the form.
3. Employees on a mutual shift exchange are under the same obligation to report to work as they are on their regular shift.
4. In no case will overtime be paid for the hours worked as a result of the mutual shift exchange.
5. Employees on a mutual shift exchange will be paid for the hours actually worked, including premiums.
6. In no case will a mutual shift exchange result in an employee working a twenty-four (24) hour period.
7. The maximum shift exchange allowed at any one time will be two (2) shifts.
8. The employee requesting the shift exchange will give their Supervisor a minimum of seven (7) days notice. The Supervisor may, at their discretion, allow a shift exchange on shorter notice.
9. The Company is under no obligation to make up any hours lost as a result of a mutual shift exchange.
10. The mutual shift exchange must be completed within one calendar month from the date of the first mutual exchange.

This Letter of Understanding will be in effect for the term of the present Collective Labour Agreement.

APPENDIX A
Attachment to Letter of Understanding 17-LU-#6

MUTUAL EXCHANGE OF SHIFT ADVICE

Date:

I wish to make arrangements to change shifts with _____

For the following reason:

I have spoken to them and agreement has been received on the exchange.

requests to work on
Employee Name Serial # Shift Times

On
Calendar Dates

In exchange agrees to work on
Employee Name Serial #

On
Shift Times Calendar Dates

Signed: Signed:
Employee requesting change Request Supervisor

Signed: Signed:
Employee taking shift Exchange Supervisor

Note: 1. Show hours to be worked for shift times. (i.e. 0700-1900 1900-0700)
2. Employees will be paid for shifts actually worked.
3. There will be a maximum of 2 day exchange.

APPROVED: _____
Supervisor's Signature

LETTER OF UNDERSTANDING

17-LU-#7

Banking of Statutory Holidays

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreement that an employee, who is normally required to work on Statutory Holidays, will be allowed to accumulate time off to a maximum of eight (8) hours for each Statutory Holiday worked on their regular shift for those employees assigned to an eight (8) hour shift schedule, and up to twelve (12) hours for employees assigned to twelve (12) hour shift schedule, in accordance with #6 of this Letter of Understanding. For each such Statutory Holiday worked the amount equal to eight (8) hours pay at the employee's regular basic hourly wage rate as defined in 14.08 (b) or at the basic hourly rate of their temporary assignment as set out in 14.07 (c) (hereinafter called 'holiday pay') will be accumulated and paid to the employee at the time they take such accumulated time off.

The holiday pay received when the banked statutory holiday is taken or sold back shall be based on the average of all banked statutory holiday pay credited to the employee.

The specific terms of the Agreement are as follows:

1. Employee Eligibility

To be eligible to participate in the program an employee must meet the following requirements:

- (a) Achieve regular employee status as set out in Article 9.08 of the Collective Agreement.
- (b) Be normally required to work on Statutory Holidays.

In addition, when required to work on a Statutory Holiday, employees of Wharf Services (624) who have achieved regular employee status may also participate in the program.

2. Participation in the Program

To participate in the program each eligible employee must notify their Supervisor of their intent by 05 December of each year.

3. Cancelling Participation

An employee's participation in the program shall be cancelled under the following conditions:

- (a) The employee is assigned to a job which does not require them to work Statutory Holidays. In this case the employee will be able to draw out all banked monies and cancel the banked time, or the employee may schedule the banked time to be taken off at a time acceptable to their new department.
- (b) The employee may elect to discontinue their participation. In this case the employee must so notify their Supervisor in writing of their intent. On receipt of such a notice the Company will pay to the employee all banked monies on the next appropriate pay day and all banked time will be cancelled. An employee who discontinues their participation in the program may, if they are still eligible under the terms of Paragraph 1, begin participation in the program in the following year subject to the requirements of Paragraph 2.

4. Scheduling Procedure:

- (a) All accumulated time off will be taken at a time satisfactory to the Company and will be arranged when possible, in accordance with the expressed preference of the employee on the basis of departmental seniority.
- (b) Accumulated time off earned under this Agreement shall not be taken during the 'preferred period' as defined in Article 13.02 of the Collective Agreement and shall be scheduled only after all vacation and C.S.O. schedules have been established.
- (c) An employee who is given a banked Statutory Holiday off on either one or both qualifying shifts for Statutory Holiday pay, shall be considered to have worked on that shift or shifts for the purpose of Article 14.07 (a).
- (d) An employee's accumulated time off which has been scheduled but not taken because the Company requires the employee to work or they are off work for any reasons shall be rescheduled immediately.
- (e) Accumulated time off may be scheduled up to six (6) months beyond the end of a cancellation date. Any time not taken at the end of that six (6) month period will be cancelled and the monies owing will be paid to the employee on their next appropriate pay day.

5. Sell Back

In lieu of taking a banked Statutory Holiday, an employee shall be entitled to a payment equal to the amount defined in the preamble of this letter. Such payment shall be paid on the next appropriate pay day.

On the day following the end of pay period #6 of each year, any remaining banked Statutory Holidays accumulated during the previous payroll year will be deemed to have been sold back. This paragraph does not apply to the employees in Kemano. Crew employees will be permitted to have their banked statutory holidays carried forward to enable them to schedule complete shift rotations off as per Kemano Letter of Understanding dated 21 July 2000.

Where Statutory Holidays are deemed to have been sold back, the employee shall be entitled, on their next regular pay day, to a payment calculated in accordance with the preamble of this letter.

6. 12 Hour Shift

Employees assigned to shift schedule of twelve (12) hours shall also be entitled to bank applicable statutory holiday pay premium in addition to the eight (8) hours statutory holiday pay to total twelve (12) hours of pay at the regular hourly rate.

7. 10 Hour Shift

Employees assigned to a shift schedule of ten (10) hours shall also be entitled to bank applicable statutory holiday pay premium in addition to the eight (8) hours statutory holiday pay to total ten (10) hours of pay at the regular rate.

Differences arising between the parties shall be the subject of discussion by the Labour Relations Committee. The parties may cancel this Letter of Understanding at any time by mutual agreement. In any case this Letter of Understanding will lapse with the Collective Agreement unless specifically renewed by the Parties.

LETTER OF UNDERSTANDING

17-LU-#8

Twelve Hour Shift - Wharf

ENTERED INTO THIS 20th day of June, 1996.

It is jointly agreed by the Company and the Union that those employees in Department 704 (Wharf) will work a compressed work week as set out on the accompanying shift schedule attached.

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. The Company undertakes to ensure that each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions:

1. Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days in their regular work week (i.e., 3 or 4).

2. Article 11
Learner Structure:
- three (3) levels - Learner 1, 2, 3
- two (2) Job Class increments **between each learner level**
- starting rate - Job Class **18** - 3,000 hours Learner Structure overall

Learner 1 - Job Class **18**

Learner 2 - (after 1,000 hours at Learner 1) - Job Class **20**

Learner 3 - (after 1,000 hours at Learner 2) - Job Class **22**

Equipment Operator Wharf - (after 1,000 hours at Learner 3) - Job Class **24**
(Unevaluated)

Crane Operator Wharf - Job Class **24** (Unevaluated)

This agreement is made without prejudice regarding negotiating jobs that fall within the Job Evaluation Plan.

3. Article 12.03
Paid leave granted under this Article will be granted as follows, at the preference of the employee.

- (a) eight (8) hours per day for four (4) days; or
- (b) twelve (12) hours per day to a maximum of thirty-two (32) hours.

In the case of option i), additional time off within the four (4) days must be taken as banked time before a leave of absence without pay will be granted.

4. Article 12.05
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.

5. Article 14
A Statutory Holiday for payment purposes will commence 7:00 p.m. the previous day and end at 7:00 p.m. on the Statutory Holiday.

6. Article 14.04

"The term "continuous operations" when used in this Agreement shall include Wharf operations or ancillary operations in conjunction with the wharf. Notwithstanding the above, it is understood that no employee will be required to work on the loading or unloading of ships on Christmas Day and New Year's Day."

The above language is deleted for those employees at the Wharf who are on twelve-hour shifts.

7. Article 15

Shift premium will be paid on the night shift only (7:00 p.m. - 7:00 a.m.). This shift premium shall be calculated as follows:

$(8 \text{ hrs at afternoon shift premium} + 8 \text{ hrs at midnight shift premium}) \div 12 \text{ hrs}$

8. Article 16.01

The weekend premium shall be paid for the forty-eight (48) hour period commencing 7:00 p.m. Friday and ending at 7:00 p.m. Sunday, as per Article 16.01.

9. Article 17.01

For those on Shift Schedule #61, the hours of work shall consist of a regular shift of not more than twelve (12) hours in a day to average forty-two (42) hours per week over an eight-week period. The work week shall be the seven (7) day period starting 7:00 p.m. Sunday to 7:00 p.m. the following Sunday.

10. Article 17.03 (c)

The time between regular shifts without attracting overtime payment shall become twelve (12) hours.

11. Article 17.03 (d) (iii)

For those on Shift Schedule #61, this Article shall read "... after they have completed their regularly scheduled shifts in the same week."

12. Article 17.05 (a)

The starting and stopping times for employees on Shift Schedule #61 shall be:

Start 7:00 a.m. Stop 7:00 p.m.
Start 7:00 p.m. Stop 7:00 a.m.

13. Article 18.03

The payment of double time will not commence under Article 14.08, with the exception of Christmas Day, until the consecutive hours paid at the overtime rate have exceeded twelve (12).

14. Article 19.01 (a)

For those employees working twelve (12) hour days the length of the prior notice when informing them that they are not required for work on their next regular shift becomes twelve (12) hours.

15. Article 26.02

In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.

16. Appendix V - 4(d)

It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours a day while they are actually involved in Job Evaluation duties.

This agreement will remain in force for the term of the Collective Labour Agreement.

LETTER OF UNDERSTANDING

17-LU-#9

Single Shift Exchange – Same Employee

The purpose of this letter of understanding is to record the agreement between the parties of the procedures and rules of a single shift exchange by the same employee.

This agreement applies to the Kitimat Garage, Department 633/634 ONLY.

The procedure and rules are as follows:

1. An employee requesting to do a single shift exchange must fully complete the 'Single Employee Shift Exchange' form, which is available from their Supervisor.
2. The employee requesting the single shift exchange MUST give their immediate Supervisor a minimum of seven (7) days notice. The Supervisor may at their discretion allow a single shift exchange on shorter notice.
3. The single shift exchange must be worked prior to taking the regular shift day off and the day must be taken within a one-month time period without exception.
4. The Supervisor retains the right to approve or not approve and will sign this form.
5. In no case will overtime or any premium be paid for the hours actually worked; there will be no additional cost to the Company to meet the employee's need.
6. The employee working the single shift exchange will only be paid for actual hours worked.
7. An employee on a single shift exchange is under the same obligation to report to work as if they were on their regular scheduled shift.
8. The Company is under no obligation to make up any hours lost as a result of a single shift exchange.
9. In no case will a single shift exchange result in an employee working back-to-back shifts.
10. Whenever an employee does a single shift exchange the employee MUST HAVE AT LEAST ONE SCHEDULED REST DAY OFF.
11. It is understood that all the normal number of employees off on any given day shall apply and include the employee that is off under the single shift exchange. Employees with negotiated time off requests will take preference over a request for a single shift exchange.

This letter will be in effect for the term of the present Collective Agreement. Either party may cancel this letter by giving the other party thirty (30) days WRITTEN notice.

Single Shift Exchange Advice

Date _____

I wish to make arrangements to change a single shift for the following reason(s):

_____ requests to work on _____
(Employee Name & Serial No.) (Shift Times)

on _____ in exchange for not working on _____
(Calendar Date) (Shift Times)

on _____
(Calendar Date)

(Employee Signature)

- Note: 1. Show hours to be worked for shift times (ex., 0700-1900; 0800-1430)
2. Employee will be paid for shift actually worked
3. Employee must have at least one scheduled rest day off

Approved: _____
(Supervisor's Signature)

Date: _____

LETTER OF UNDERSTANDING

17-LU-#10

Twelve Hour Day Shift #09 and #38

ENTERED INTO THIS 29th day of April 2002.

It is jointly agreed between the Company and the Union that those employees in the following departments will work a compressed work week as set out on the accompanying shift schedules attached:

<u>Department</u>	<u>Shift Schedule</u>
Central Electrical (660)	09
Casting Maintenance (620)	38
Lube Shop (633)	38
Plant Shift Maintenance (619)	09
Major Maintenance (626)	09
Garage Equipment Support (634)	09
Crane Maintenance (653)	09
Reduction Maintenance (656)	09
Air Conditioning (662)	09
Cathode Lining (831)	09
Potlining (832)	09
Carpenters (637A)	09
Painters (637C)	09

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. Where there exists more than one shift schedule in any department, any change in any employee's shift schedule will be done in accordance with Article 17.06. The Company undertakes to ensure that each regular employee will be assigned work days in consecutive order.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions:

1. Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days of their regular work week (i.e., 3 or 4).
2. Article 12.03
Paid leave granted under this Article will be granted as follows, at the preference of the employee:
 - (a) eight (8) hours per day for four (4) days; or
 - (b) twelve (12) hours per day to a maximum of thirty-two (32) hours.

Additional time off within the four (4) days must be taken as banked time before a leave of absence without pay will be granted.

3. Article 12.05
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
4. Article 17.01
For those on Shift Schedule #09 and #38, the hours of work shall consist of a regular shift of not more than twelve (12) hours a day to average forty-two (42) hours per week over a two-week period. The definition of a week is not changed.

17-LU-#10 (continued)

5. Article 17.03 (c)
The time between regular shifts without attracting overtime payment shall become twelve (12) hours.
6. 17.03 (d) (iii)
For those on Shift Schedule #09 and #38, this Article shall read "... after they have completed their regularly scheduled shifts in the same week."
7. Article 17.05 (a)
The starting and stopping times for employees on Shift Schedules #09 and #38 shall be:

Start 7:00 a.m. Stop 7:00 p.m.
8. Article 18.03
The payment of double time will not commence under Article 14.08, with the exception of Christmas Day, until the consecutive hours paid at the overtime rate have exceeded twelve (12).
9. Article 19.01 (a)
For those employees working regular twelve (12) hour days, the length of the prior notice when informing them that they are not required for work on their next regular shift becomes twelve (12) hours.
10. Article 26.02
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
11. Appendix V-4(d)
It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours a day while they are actually involved in Job Evaluation duties.

LETTER OF UNDERSTANDING

17-LU-#11

CHOICE OF HOURS OF WORK

Without limiting the right of the Company to establish and apply crew shift schedules, both the Company and the Union recognize that it is desirable to meet the wishes of groups of employees for changes in crew shift schedules.

In order to accomplish this objective the parties agree to the following provisions:

1. Where seventy-five percent (75%) of the affected employees in a particular operation or set of operations who have seniority request permission to move to an alternate shift schedule which is acceptable to the Company, such new schedule shall be instituted for a trial period not to exceed six (6) months.
2. Application process:
 - (a) Crew submits completed "Shift Change Request Application" to the Union Hall.
 - (b) Upon receipt of the completed application, the Union Business Agent will arrange a meeting with Labour Relations, area Management and crew representation to review the application.
 - (c) The Company will respond to the proposed shift schedule change within twenty-one (21) working days after the meeting.

17-LU-#11 (continued)

3. The Company and the Union recognize that in order to permit such experimentation such a new schedule may require amendment to the Collective Labour Agreement and joint application to Government regulatory bodies and undertake to make such amendments and arrangements as may be necessary without delay for the duration of the experiment.
4. At the end of the trial period the Company and the Union shall meet to discuss the merits of continuing, modifying, or discontinuing any such new shift schedule.
5. For summer period only, where seventy-five percent (75%) of the affected employees in a particular operation or set of operations who have seniority request permission to move to an alternate shift schedule, and provide justification, all of which is acceptable to the Company, such new schedule shall be instituted for that period. Summer period shall be from Victoria Day to Labour Day, but may be altered by mutual agreement.

Shift Change Request

17-LU-#11

Dept #:	Dept. Name:	Shift:	
HOURS			
Item	Current	New	
Shift Start			
Shift End			
Shift Total Hours			
Unpaid Lunch			
Paid Lunch			
Break (Total Hours)			
Quitting Time			
Travel Time (Loss for Breaks/Lunch)			
Pre-Shift			
ACTUAL HOURS WORKED			
Total Hours Paid Out (Daily)			
CSO (4 Hours per 2 Weeks)			
TOTAL HOURS WORKED (WEEK)			
Total Hours Paid Out (Weekly)			
TOTAL GAINS/LOSSES			
COSTS			
Item	Current	New	
Shift Premium			
CSO Premium			
Statutory Holiday Premium			
Total Annual Cost per Employee			
Percent Increase/Decrease			
Total Gain/Loss Over Current			

Shift Change Application

<p>1. Briefly describe the expected benefits of the shift change for the crew:</p>
<p>2. Briefly describe the expected benefits of the shift change for the Company:</p>
<p>3. What key performance indicators can be used to track the effectiveness of the shift change?</p> <ul style="list-style-type: none"><input type="checkbox"/> Absenteeism including short term leave for medical reasons<input type="checkbox"/> Overtime<input type="checkbox"/> Shift productivity targets<input type="checkbox"/> Schedule compliance, PM compliance, backlog<input type="checkbox"/> Pre-shifts, safety meeting, area inspection compliance and NO overdue corrective actions<input type="checkbox"/> Other:
<p>4. Briefly describe how the shift change may affect vacation scheduling and training opportunities. What steps can the crew make to alleviate any concerns?</p>
<p>5. If accepted on a trial basis, would the entire crew be placed on the new shift or would there be requests to maintain existing shifts for certain individuals? If so, state particulars.</p>
<p>6. Are there any other foreseeable issues that may impact on the success of the new shift or diminish the business case? Examples - will there be additional costs incurred for additional Gangleader(s), EHS meetings on days off, etc.?</p>
<p>7. If applicable, are statutory holidays affected?</p>

Article 18 - OVERTIME

18.01

The Company's policy is to keep overtime to a minimum. Where there is a recurring amount of overtime work in a department such overtime shall be divided as equally as possible among the employees in the department who would normally perform such work. The sole purpose of this section is to provide for the distribution of overtime in an equitable and sensible manner.

18.02

Overtime shall be voluntary. However, employees other than production workers may be required to work overtime for one or more of the following reasons:

- (a) Because of an emergency necessitating the carrying out of urgent repairs, or providing emergency services in Kemano.
- (b) Because they are required to provide essential services ancillary to production operations to ensure the non-interruption or resumption of continuous operations.

18.03

Overtime is defined as those hours worked by an employee during the period between the end of the last regular shift to which they were assigned and before the commencement of the next regular shift to which they are assigned. An employee shall be paid at the overtime rate of one and one-half times their basic hourly wage rate for all overtime hours worked. However, should an employee work more than six (6) consecutive hours which are paid at the overtime rate of one and one-half (1½) times their basic hourly wage rate, and if such additional consecutive hours worked would be paid at the overtime rate under the provisions of this Article, then each such additional hour worked consecutively in excess of six (6) shall be paid at the rate of double their basic hourly wage rate.

The overtime rate shall be computed before any premium is applied and shall be to the nearest following one-tenth (1/10) of an hour.

The overtime rate shall not be paid to an employee for any hours which are part of a regular shift, except as provided for in Sections 14.08(a), 17.03(b) and 17.03(c).

There shall be no pyramiding of overtime rates. When two (2) or more types of overtime rates apply to the same hours of work only the higher rate shall be paid.

18.04

An employee called in to work after their designated stopping time shall receive a call-in premium of three (3) hours pay at their **current** basic hourly wage rate, and in addition, shall be paid for all hours worked.

18.05

Overtime meal subsidy shall be supplied under the following circumstances:

- (a) An employee who remains on the job after completing their regular shift and subsequently works more than two (2) hours overtime, shall be provided by the Company with a meal subsidy to purchase a meal, and, if they remain on the job and work for more than eight (8) hours overtime, they will, in addition, be provided by the Company with a second meal subsidy. Each meal interval shall be a period of not more than one-half (½) hour to be paid as though worked, except in Kemano, where the Company may allow an employee an additional unpaid meal interval of up to one-half (½) hour so that the total time off the job for each meal interval in Kemano may be up to one hour.

Article 18 (continued)

- (b)
- (i) An employee who is required by the Company to return to work after their designated stopping time following the completion of their last regular shift, and before commencement of their next regular shift, and who works more than four (4) hours overtime, or more than two (2) hours overtime immediately preceding the commencement of their regular shift, will be given a meal interval on the job of not more than one-half ($\frac{1}{2}$) hour to be paid as though worked.
 - (ii) If an employee has not had at least two (2) hours notice prior to reporting for work, a meal subsidy will be provided to purchase a meal for the meal interval stated above. If the employee remains on the job and works for more than eight (8) hours overtime, they will, in addition, be provided with a second meal subsidy.
- (c) A meal subsidy under the provisions of 18.05(a) and (b) above will have a value of twenty-five dollars (\$25.00). The value of the meal subsidy will be added to the employee's pay cheque. If the employee requests, he will receive a meal ticket in the value of twenty-five dollars (\$25.00).

18.06

Information about overtime distribution will be posted in areas available to the employees and will be kept up to date.

LETTER OF UNDERSTANDING

18-LU-#1

Stand-By

ENTERED INTO THIS 23rd day of July 2002

It is agreed by the Company and Union that there may be a need to have employees available to work overtime in the Maintenance Department. To this end the Company and Union agree to implement a Stand-By system.

1. The Company may, where it considers necessary, utilize a stand-by system in different areas of the Plant. Employees who volunteer to be on stand-by shall, if called in, be required to report for work. An employee on stand-by will be paid a premium of twenty-five percent (25%) of their base wage rate for the period of time required to stand-by. When called in to work, the provisions of Article 18, Overtime, shall apply. If an employee on stand-by fails to be available for a call in to work, they will not be paid stand-by pay for the day. Stand-by is not payable for time actually worked when called in.
2. Any employee who works in a Maintenance Department where stand-by is put into place, and whose name shows up on the overtime list will be eligible to go on stand-by.
3. Stand-by will be re-offered on a weekly basis or such other period as agreed to by the Company and the Union.
4. Stand-by will be offered to the employee starting with the lowest recorded overtime hours first.
5. All hours worked on overtime while on stand-by will be recorded on the overtime board.
6. Employees on stand-by during a week may agree to exchange time on stand-by for that week.

18-LU-#1 (continued)

7. An employee who wishes to remove their name from stand-by may do so by signing a waiver.
8. The schedule for stand-by is as follows:

Stand-by Starts	Stand-by Ends
Sunday – Midnight	Thursday – Midnight
Thursday – Midnight	Sunday - Midnight

- (a) The above schedule will be adjusted to accommodate statutory holidays.
- (b) Each block shall be paid sixty-four (64) hours stand-by premium and will be paid according to the pay period schedule.

Further to this, the following conditions will apply to Kemano:

9. Kemano Provisions:
It is jointly agreed between the Company and the Union that it will be necessary for employees performing critical maintenance functions to be available at all times to perform their duties in order to comply with **W.S.B.C.** regulations and to meet the work requirements outside the normal scheduled hours.

It is further agreed that the Company may require the following departments to be designated as on call.

<u>Department</u>	<u>Shift Schedule</u>
First Aid Coverage (Kemano)	86
Operator, Power Station	88

- Should there be a necessity for the employee to respond, they will be paid for time spent on the call at the overtime rate. In Kemano, the Kemano premiums will also apply for all hours worked.
- The Company does not commit to maintain the on call system for any crew, group or department.

LETTER OF UNDERSTANDING

18-LU-#2

Determination of Overtime Vacancies

ENTERED INTO THIS 8th day of July 2004.

The purpose of this letter is to record the agreement between the Company and the Union regarding overtime when employees are absent for periods:

1. Of less than fourteen (14) days, and
2. For periods of fourteen (14) days or longer

The Company and the Union agree to the following:

1. When an employee becomes absent from work three (3) key questions must be asked:
 - (a) Is it necessary to replace the employee?
 - (b) Is overtime required?

18-LU-#2 (continued)

- (c) Can the employee be replaced without incurring overtime – i.e. is a spare employee available?
2. There are two scenarios where the above criteria must be considered.
 - (a) An absence for less than 14 days
Such an absence shall be filled on a day to day basis. On any day an overtime is required the overtime opportunity will be offered to an employee in the job classification where the vacancy occurred. (i.e. If an Anode Operator is absent then an Anode Operator is offered the overtime).

Any day where a spare is available the company may assign the spare to replace the absent employee.
 - (b) An absence of 14 days or longer
If overtime is required initially then the overtime opportunity will be offered to an employee in the job classification where the absence occurred.

The Company may assign a spare to replace the absent employee on any shift a spare is available – as per 1 (b) above.
 3. If an absence exists for fourteen (14) days or more at the time a spare is first assigned to replace the absent employee the terms of section 2 (b) will have been met.
 4. If the absence is less than fourteen (14) days when a spare is first assigned paragraph 2 (a) applies.

LETTER OF UNDERSTANDING

18-LU-#3

BETWEEN:

RIO TINTO ALCAN PRIMARY METAL – BRITISH COLUMBIA
(Hereinafter referred to as the “Company”)

AND:

CANADIAN AUTOMOBILE WORKERS, LOCAL 2301
(Hereinafter referred to as the “Union”)

The purpose of this letter is to record the agreement between the parties in relation to the administration of overtime distribution for hourly employees as in accordance with Article 18 – OVERTIME of the Collective Labour Agreement

KITIMAT - KEMANO WORKS HOURLY OVERTIME GUIDELINES

1. Eligibility to Work Overtime

First – The employee with the lowest number of overtime hours who normally performs the work.

Second – **Once the Company has exhausted the normally performs overtime list and the overtime position is still vacant, management can choose to offer the overtime position to** the employee with the lowest number of overtime hours who is trained and can safely perform the work.

All eligible employees will be called except those on approved absences/suspension for the day overtime is required. Supervisors must enter all absences in Time Gathering.

18-LU-#3 (continued)

(For shift schedule 34 only, the shift schedule will be followed when calling for overtime. Employees working day shift will be offered overtime on day shift on their days off. Employees working night shift will be offered overtime on night shift on their days off. If overtime cannot be filled in this manner, then it will be offered to anyone who normally performs the work).

2. Rest Days Off

Management and the union have agreed that every employee will have a minimum of (1) one day off per pay period.

Should an employee not have a minimum (1) one day off in a pay period, management will pay to the union the sum equal to the number of hours worked on the 14th day at the straight time hourly rate of that employee as remedy for breach of this provision.

3. Recording of Overtime

- (a) Opportunities Accepted [ACC + Hours]
- (b) Opportunities Refused [REF + Hours]
- (c) All other reasons will be recorded as not available [NA + Hours]
- (d) Employees who work overtime outside normally performs will only be charged for the opportunities accepted [ACC + Hours]
- (e) Employees on vacation – [VAC – no hours]

4. Employees on Temporary Assignment

As per 18-LU-#2, a temporary assignment of more than 14 days will have the employee considered as normally performs for the purposes of overtime in the new position and the employee will be averaged in on the new overtime list. When the Temporary assignment is completed, the employee will return to their original overtime list and any hours accumulated in the temporary assignment will be brought back with the employee.

For assignments of less than 14 days the employee will remain on their original overtime list and will not be eligible for any overtime opportunities at their temporarily assigned position until all employees who normally perform that position have been asked.

5. New Hires - Employees Returning to the Bargaining Unit - Transfers, and Reassignments - Temporary Employees on a Specified Work Term

When eligible to work overtime, record the average of the groups overtime hours for the employee.

6. Employee elects not to work overtime

If an employee states they do not want to work overtime, the Supervisor will have the Overtime Exemption Form completed and placed in the employee's file. This form will be dated and signed by both the Supervisor and the employee.

If the Employee elects to work overtime again, the Supervisor and employee will complete the Return to Work Overtime Form and place it in the employee's file. When the employee returns to the overtime list all hours they were eligible for will be charged against the employee.

7. Overtime List

The overtime report will be posted in Excel format where all employees have visual access to it and it will be kept current according to the last overtime opportunity offered.

An employee's name will only be listed once under the job he normally performs.

8. General

Employees asked to work overtime once they have left the work area with permission; i.e. in shower, or at home, or after a designated quitting time, are entitled to receive the three hours call in premium.

A maximum of two (2) telephone numbers will be recorded on the overtime list for each employee

To ensure equitable distribution, overtime will be a rolling recorded system. This means it never starts new but rather by mid January of each year, subtract the lowest hours from all employees; i.e., lowest has 60 hours, highest has 120, subtract 60 from all; lowest has zero and highest has 60.

9. Remedy

The Company will pay only where an actual loss of an overtime opportunity to an employee has been identified. All such hours paid will be recorded as [ACC + Hours]

Premiums will only be paid out if the lost overtime opportunity would have attracted the premiums.

Article 19 - EMPLOYEE NOT REQUIRED FOR WORK

19.01

- (a) Except in cases of emergency, a day worker not required for work on their next regular shift shall be given at least fifteen (15) hours notice and a shift worker not so required shall be given at least sixteen (16) hours notice. Likewise, an employee is required to give the Company two (2) hours notice if for reasons beyond their control they are going to be unable to report for their next regular shift.

Upon reporting for work for a regular shift an employee who has not been notified as hereinbefore provided shall be guaranteed four (4) hours work or four (4) hours pay at their regular basic hourly wage rate provided that an employee who has been absent from work must assume the responsibility for ascertaining from the Company if work is available before returning.

- (b) An employee who is informed, after their designated stopping time and before next reporting for work, that their next required reporting time is to be delayed eight (8) or more hours, shall receive a call-off premium of two (2) hours pay at their regular basic hourly wage rate, provided that such call-off was due to rescheduling of work involved in normal operations at the Wharf.
- (c) When a Wharf employee, who has attained Seniority, is required to work overtime and such overtime hours are not consecutive with their regular shift schedule and the provisions of Section 18.04 are not applicable they shall be given the opportunity to work a minimum amount of four (4) hours. Should they be required to work more than four (4) hours they shall be given the opportunity to work eight (8) hours. Such hours shall be paid at the appropriate overtime rate.

Article 19 (continued)

19.02

In the event that provisions of Part 4, Section 34, "Minimum Daily Hours" of the British Columbia Employment Standards Act (1995) are more favorable to an employee than the provisions of this Article 19, then the provisions of such Section 34 of Part 4 of British Columbia Employment Standards Act (1995) shall apply.

Article 20 - SAFETY, HEALTH AND ENVIRONMENT

20.01 - Company Duties

- a) Management agrees it is the responsibility of Management to make adequate provision for the safety and health of employees during the hours of their employment. All standards established by law shall constitute minimum acceptable practice to be improved upon by agreement of the Kitimat/Kemano Occupational Health Safety and Environmental (K.K.O.H.S.&E.) Committee and its sub-committees.
- b) Workloads when set will not be detrimental to the health, safety and general well-being of the employee, and to this end adequate rest intervals will be provided for those employees who are exposed to heat and smoke and/or other adverse working conditions which produce more than normal fatigue.
- c) Management agrees to replace all confirmed and suspected carcinogens (cancer causing agents), whenever practicable, with a material which reduces the risk to employees.
- d) Management and the Union agree it is everyone's responsibility to eliminate workplace accidents and injuries, and occupational illness and disease, where possible.

20.02 - Joint Health Safety & Environment Committees

- a)
 - i) A Kitimat/Kemano O.H.S.&E. Committee (K.K.O.H.S.&E.) will be established and maintained by the parties to foster the development of an improved safety culture and attitude in our workplace.
 - (ii) The Committee will have a maximum of ten (10) members appointed by each party. Where possible, notification of attendance for alternates and guests shall be communicated to the K.K.O.H.S.&E. Committee Co-chairs.
 - (iii) All members of the Committee will be employees of the Company. Management and the Union will each furnish the other with a list of names of their appointees to the Committee. The terms of reference of the Committee will be determined by its members and subject to approval of the parties.
- b)
 - i) There shall be six (6) Organizational Occupational Health Safety and Environmental (O.H.S.&E.) Committees. Each committee will, when possible, consist of an equal number of Company and Union Representatives to allow proper representation of all areas the O.H.S.&E. Committee covers. No more than one O.H.S.&E. Representative per crew will attend the area ORG O.H.S.&E. Committee meeting.
 - ii) The ORG O.H.S.&E. Committees will meet once a month to discuss accident prevention practices generally and unresolved problems, to receive copies of reports covering Plant and equipment inspections, safety meetings, investigations of accidents/incidents, actively participate in problem solving initiatives, accompany Management on safety tours and recommend and participate in corrective actions, which will assist in improving the overall effectiveness of occupational health and safety within the area.

Article 20 (continued)

- iii) ORG O.H.S.&E. Committees will develop relevant sub committees such as accident investigation review and ergonomics. These committees will meet and report regularly, as determined by the ORG O.H.S.&E. Committee. The membership of these committees will be made up of an equal number of Union and Management appointees.
- iv) All appointees will be employees of the Company within and representative of the area concerned.
- v) The Company and the Union may each appoint an alternate for each of their members on the ORG O.H.S.&E. Committee. An alternate will be an employee of the Company within the area concerned and will be empowered to replace the regular Company or Union appointee for whom they are the alternate, if for any reason such appointee is unable to attend a meeting of the said Committee. Where possible, notification of attendance for alternates and guests shall be communicated to the ORG O.H.S.&E. Committee Co-chairs.
- vi) The Company and the Union will each furnish the other with a list of the names of their appointees and alternates to the ORG O.H.S.&E. Committee and will similarly advise each other in the case of subsequent changes.
- vii) The positions of Chairperson and Secretary of an ORG O.H.S.&E. Committee will be rotated between Union and Company appointees on a regular basis as seems appropriate to the Committee.
- c) Management will give the members of the ORG O.H.S.&E. Committees and the K.K.O.H.S.&E. Committee time off to perform the Committee activities described in this Article, and their earnings will be maintained. Adequate coverage will be provided.
- d) Members attending regular committee and sub committee meetings outside of their regular scheduled working hours will be paid at the overtime rate as described in Article 18. Such time and payment will not be used in the calculation of any premium set out in this Agreement.
- e) Notwithstanding the provisions of Section 20.02, either co-chair of the K.K.O.H.S.&E. or an ORG O.H.S.&E. Committee may call a meeting of the said Committee at any time for the purpose of promptly investigating any unsafe condition or practice which may be reported to the Committee, but no such investigation will be made until **either co-chair** of the ORG O.H.S.&E. Committee has advised the Department Head concerned. The full time Union Safety Representative will be informed of such a meeting.
- f) If either party recognizes the need for change in Article 20.02, the matter will be referred to K.K.O.H.S.&E. Committee for resolution.
- g) Notwithstanding any of the other provisions of this Article, an Occupational Health and Safety Committee may, by unanimous vote, decide matters governing its own procedure.
- h) Wages, course fees and reasonable travel costs will be paid by the Company for two (2) Union K.K.O.H.S.&E. Committee Representatives to attend relevant conferences, courses, seminars or conventions once per calendar year provided such courses etc., are acceptable and agreed to by the Committee. A detailed report will be presented to the committee upon return.

20.03 - Participation in Inspections and Investigations

- a) If reasonably available in the **Org**, a Union O.H.S.&E. Representative or their alternate, who has had formal training, will participate in all area inspections, investigations of incidents, accidents, near accidents, and safety work refusals and assessments.

Article 20 (continued)

- b) "Reasonably available in the **Org**" for the purpose of this Article will be defined as at work on shift in the **Org**, familiar with the area, and trained in the relevant techniques. The term "**Org**" will refer to a production or maintenance unit under the supervision of a **Manager** or equivalent. Adequate coverage for the O.H.S.&E. Representative will be provided.

20.04 - Health Monitoring

- a) In advance of conducting health monitoring, area Management will ensure the appropriate Union ORG O.H.S.&E. Committee members are made aware of sampling plans, and are given the opportunity to provide input into this sampling (i.e. concerns with different contaminants, tasks, location and timing). Input will normally be provided at ORG O.H.S.&E. meetings. Upon request, Management shall discuss the choice of the Laboratory employed for sample analysis and will consider the Union's input when choosing the Laboratory.
- b) In addition, a Union O.H.S.&E. Committee Representative, if reasonably available, will be given the opportunity to be in attendance while the sampling equipment is being set up. Upon request of the Union, Management will provide adequate training to the O.H.S.&E. Committee Representatives to facilitate the performance of the duties as described above.
- c) Union O.H.S.&E. Committee members will encourage all employees to make reasonable efforts to cooperate with the sampling process.
- d) Occupational health sampling results will be reviewed at ORG O.H.S.&E. Committee meetings. Representatives from the Occupational Hygiene group will attend O.H.S.&E. Committee meetings if required.
- e) Following sampling and analysis of the samples, written results will be sent to the appropriate O.H.S.&E. Representatives as well as the K.K.O.H.S.&E. Committee without undue delay (within forty-five (45) days). The Industrial Hygiene Department will immediately communicate any non-compliance to all employees affected. The Occupational Hygiene group will be made available to answer any questions arising from sampling results. Upon request, Management will communicate the analysis results from the Laboratory, as well as the parameters and analytical techniques used to produce the report.
- f) Access to Monitoring Equipment - Management will provide the Union with access to environmental and workplace monitoring equipment for the purpose of training and orienting designated K.K.O.H.S.&E. and relevant sub committee members. Such access will be arranged through the K.K.O.H.S.&E. Committee.

20.05 - Environment

- a) The Company recognizes the important role of the Union and employees in protecting the environment and creating a healthy workplace. The Company and the Union agree to work co-operatively to identify and minimize the environmental impact of Kitimat Operations on the workplace and the community.
- b) The parties agree it is the responsibility of Management, the Union, and employees to take the appropriate action and notify the appropriate authorities if there is a release of a hazardous substance to the air, earth or water systems.

Article 20 (continued)

- c) No employee will be discharged, penalized or disciplined by either party for performing this duty.

20.06 - Right to Refuse

- a) Employees will, at all times, comply with the Company's O.H.S.&E. Rules and the Company and employees will at all times comply with the Occupational Health and Safety Regulations adopted by the **WorkSafeBC** pursuant to the provisions of the Workers' Compensation Act. No employee will be expected or required to work or continue to work in contravention of said Occupational Health and Safety Rules and/or Occupational Health and Safety Regulations.
- b) An employee involved in any accident affecting persons, equipment, buildings, or material, will promptly report such accidents to their Supervisor. Similarly, an employee will promptly report unsafe equipment or unsafe working practices to their Supervisor and the Supervisor will promptly investigate the unsafe conditions so reported and take such steps as appear reasonable to rectify such unsafe conditions.
- c) Should the employee not be satisfied with the decision of their Supervisor, they will have the right to refuse to work or to continue to work under the alleged unsafe condition(s) until these have been observed and ruled upon by their Department Head. Prior to making this ruling the Department Head will consult with the full time Union Safety Representative or alternate, provided the full time Union Safety Representative is reasonably available. The employee will also have the right to have their O.H.S.&E. Representative or Shop Steward present while their Department Head is observing and ruling upon the alleged unsafe condition(s), provided the O.H.S.&E. Representative or the Shop Steward is available. If their O.H.S.&E. Representative or Shop Steward is not available, another Occupational Health and Safety representative or Shop Steward in the same Division will be used as a substitute.
- d) The Supervisor will not assign any other employee to carry out the work refused under 20.06, until first discussing with that employee, together with the O.H.S.&E. Representative, if reasonably available, the prior refusal and the nature of that refusal.
- e) All safety work refusals must be communicated to all employees on all shifts in the affected area. This shall be done through pre-start or tailgate meetings. The Superintendent of the area and the Full Time Union Safety Rep. (or their delegate) shall determine in which area(s) the communication shall be done.

20.07 - Full Time Union Safety Rep

- a) The Company agrees to recognize a full time Union Safety Representative and alternate, who will be an employee of the Company, for the purpose of reviewing general safety matters with the Company Safety Supervisor.
- b) In addition, the Company Safety Supervisor and the full time Union Safety Representative may jointly bring items of specific concern to the attention of the ORG O.H.S.&E. Committees.
- c) Time off for the full time Union Safety Representative to perform these activities will be arranged by the Company Safety Supervisor and the employee's immediate Supervisor and his/her earnings shall be maintained. The Union will keep the Company informed of the name of the full time Union Safety Representative.

Article 20 (continued)

20.08 - Right to Accompany Inspectors

- a) The Union Safety Representative or alternate will have the right to accompany **WorkSafeBC** Officers.
- b) The Union Chairperson of the Environment Committee or their delegate of the O.H.S.&E. Council will have the right to accompany the Ministry of Environment Officers on inspection tours, subject to the approval of the officer.

20.09 - National Day of Mourning

Each year on 28 April the Company will lower all flags in the Plant to half mast in observance of workers killed or injured on the job. The Company and the Union will also issue a joint bulletin on that date to explain the event.

20-LI-#1 OHS&E Representative Participation in Permit to Work Process

LETTER OF UNDERSTANDING

20-LU-#1

Union Health and Safety Training

ENTERED INTO THIS 26th day of July, 1985.

The purpose of this letter is to record the agreement between the Company and the Union in respect to Occupational Health and Safety Seminars provided by the Union for its Occupational Health and Safety Representatives.

WHEREAS the Company and the Union recognize the benefits to be gained from a safe and healthy workplace

AND WHEREAS the Union undertakes to give full support to mutual objectives through the promotion of Occupational Health and Safety education

AND WHEREAS the Company recognizes the Union's contribution and the value of having an effective number of qualified Occupational Health and Safety Representatives;

NOW THEREFORE the parties do agree that the Management shall maintain the earnings of the Union instructors, for class time and travel time to and from Kemano only, and also the employees attending the Occupational Health and Safety seminars conducted by the Union. The maintenance of earnings shall not exceed a maximum of one thousand two hundred and eighty (1,280) hours in any one calendar year. Maintenance of earnings shall be according to section 26.02 of the Agreement, provided that:

1. The Union furnishes the Company with the agenda, a detailed and complete description of the contents, and a list of the participants for each seminar at least thirty (30) calendar days prior to the starting date, and
2. The material in the seminar shall consist of areas of Occupational Health and Safety insofar as it relates to hazards in the **Rio Tinto Alcan** workplace and the **WorkSafeBC** Industrial Health and Safety Regulations.

The Company agrees to the proposal.

Leaves of Absence to attend a seminar shall be administered under Section 4.02(d) of the Collective Labour Agreement, where the maximum number of employees granted leave may be amended as agreed to by the parties.

This Letter of Understanding shall remain in force throughout the term of the Collective Labour Agreement and may be renewed by mutual agreement between the parties.

LETTER OF UNDERSTANDING

20-LU-#2

Safe Working Practices Policy

ENTERED INTO THIS 1st day of April, 1996.

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding the safe working practices policy statement.

Both the Company and the Union are concerned with the number of accidents, often with high potential for serious injury. We have identified ten specific areas listed in this policy statement which have been identified as being responsible for many of these accidents.

In an effort to correct this situation the Company and the Union agree to promote safe working practices at the Smelter Site and Kemano. The Company and the Union are jointly committed to getting all employees, staff, hourly and contractors alike, to follow these practices.

1. You will be required to operate various types of mobile equipment. The safe operation of that equipment is your greatest responsibility. Inspect the equipment before use and report all defects immediately; do not move it unless you are sure the path is clear; obey all speed limits and traffic signs; and ensure the vehicle is immobilized if left unattended.
2. The Supervisor must ensure that you are adequately trained for the job you are assigned. Follow the correct procedures; and if you don't know, ask. If you have not been adequately trained, then refuse.
3. Protect yourself when you are required to work on "energized" equipment. Lock out the power supply and block or chain as required to prevent movement. Test that it won't start and can't move before you work on any equipment. Special procedures and training are required before you work on "energized" equipment.
4. Report all injuries as well as damage, near misses and any electrical shock incidents. This ensures appropriate medical treatment and provides an opportunity to eliminate the causes of accidents before someone gets seriously hurt.
5. As a pedestrian, be aware of vehicle traffic. Stop, look and listen before entering traffic routes. Always assume that the vehicle operator does not see you and communicate with each other before working around the equipment.
6. Personal protective equipment is your last line of defense. Wear the appropriate PPE for the job you are doing and wear it correctly. Your Supervisor will ensure appropriate PPE is provided.
7. Don't take "short cuts". Work at a safe pace; don't rush; and do the job as trained.
8. You must know the emergency procedures and muster stations for your work area. The Supervisor will review these with you. Be sure you understand them completely.

20-LU-#2 (continued)

9. With the right equipment, the job goes safely and efficiently. Be sure to use the proper equipment for the job you are doing. Unauthorized modification of equipment is prohibited.
10. Your safety and the safety of those around you depends on you keeping your mind on the job. Horseplay, illegal drugs and alcohol are prohibited on the Plant Site.

It is jointly agreed between Management and the Union that education and training are the best process to correct unsafe work practices. Employees will be adequately trained. When it is clear that education and training do not work in achieving compliance with safe working practices, or where a blatant disregard to safe working practices is evident, Management may take whatever action they deem necessary to correct the behaviour. In that event, nothing prevents the Union from addressing the matter through the grievance procedure.

Either party can cancel this letter upon written notice to the other party.

LETTER OF UNDERSTANDING

20-LU-#3

Full-Time Union Safety Representative

ENTERED INTO THIS 2ND day of July, 1999.

Both parties agree that Safety and the physical well-being of people working in Kitimat/Kemano is the top priority. Both parties recognize the importance of a high profile, aggressive, non-adversarial, jointly managed Health and Safety program to safeguard workers health and safety.

Therefore, the parties have agreed to create the role of a full-time UNIFOR Health and Safety Representative whose role is to promote this program through problem-solving, internal responsibility, and the maintenance of a non-adversarial relationship between the parties regarding issues.

Both parties further agree the Union Safety Representative will utilize all the avenues available to resolve safety problems, will report both positive and negative situations encountered to the UNIFOR Membership and the K.K.O.H.S.&E., and will pursue Health and Safety issues aggressively.

The Parties agree as follows:

1.
 - (a) The position of **Full- time** UNIFOR Safety Representative shall be considered a full-time position, and will be paid at the hourly rate for **Trades. If the Full-time Safety Representative is already at the rate of Trades he shall be paid the gangleader rate in addition to his live filed rate of pay** based on an eight (8) hour day, and a forty (40) hour week. The job description for this position is attached as Appendix "A" to this Letter. **For purposes of determining entitlement in 40-LU-#1, these rates shall apply.**
 - (b) This paragraph shall also apply to the alternate Safety Representative while filling the position of the full-time representative.
2. The Parties recognize and agree this is a significant change to the relationship, and may need to be reviewed on a regular basis. Either Party may give written notice of intent to review and/or re-negotiate this Letter to improve and enhance the relationship between Management and the Union. Upon such notice, the Parties shall, within thirty (30) calendar days, meet and mutually agree on the terms of this Letter.

20-LU-#3 (continued)

3. The parties agree not to withdraw from active participation from joint safety committees.

APPENDIX "A" Job Description

Job Title: UNIFOR Health & Safety Representative Date: June 30, 1999

Scope:

Under the direction of the UNIFOR Local 2301 President, Executive and O.H.S.&E. Council Executive, provides advice and assistance on Health and Safety matters. The **UNIFOR** Health & Safety Representative also performs duties as required by regulations. The Health and Safety Representative reports functionally to the **UNIFOR 2301 Local President**.

The Health and Safety Representative reports administratively to the **HSE Manager or delegate** regarding absences, scheduled vacation, etc. If required to work outside regular scheduled hours, the Safety Representative will be paid as per Article 4.03. Furthermore, the Health and Safety Representative will keep in contact with the **HSE Manager** or delegate in regards to their daily activities. Time spent on activities other than Health and Safety and Environment will be billed back to the Union.

The Health and Safety Representative when on vacation or out of town, will inform the safety department of their replacement. This replacement will be available for call-in in case of an emergency.

Duties:

1. On a quarterly basis, with a **Rio Tinto Alcan** safety representative the Health and Safety representative conducts tours of the Kitimat/Kemano operation that includes informal discussion with staff and hourly.
2. Identify substandard conditions and acts. Assists the organization with the corrections.
3. Make recommendations on health and safety issues to the workers and/or the organization.
4. Employees have legal rights and obligations under **W.S.B.C.** 3.12 and the Health and Safety representative will provide advice as required.
5. Accompany the **W.S.B.C.** inspector when they come on site and answers **W.S.B.C.** inquires.
6. When requested by **Rio Tinto Alcan** Management or UNIFOR participates in required task analysis (occupation, task and conditions).
7. Once a month, attend at least one organization O.H.S.&E. meeting as a resource person to utilize their expertise in **W.S.B.C.** regulations, communicate information from the K.K.O.H.S.&E. and answer questions related to any Health and Safety issues.
8. Receive workers complaints related to health and safety, follow up on them and inform the organization involved and the Safety department.
9. Attend organizations' investigations, HIPO reviews, safety meetings, as UNIFOR and/or Management required.
10. Follow up with Management or if need be the K.K.O.H.S.&E., on outstanding safety issues identified during the course of their duties.

20-LU-#3 (continued)

11. As mandated by the K.K.O.H.S.&E., be an active member of or be a resource person for Plant Health and Safety sub committees.

Example: Respiratory protection
 Emergency Preparedness
 New regulations

12. Provide the same services for Kemano as for Kitimat.
13. The Health and Safety representative is responsible to co-ordinate health and safety training to the Union O.H.S.&E. representatives as per 20-LU-#1. They will provide the information as stated in 20-LU-#1 prior to requesting time off for the participants.
14. The Health & Safety Representative, or delegate, will participate in specialized program reviews, (audits) as requested by the Safety Department and as directed by the Union O.H.S.&E. Council Executive.
15. The Health and Safety representative will meet all their obligations as stated in the **W.S.B.C.** and O.H.S.&E. regulations and the Collective Labour Agreement.

LETTER OF UNDERSTANDING

20-LU-#4

Temporary Day Shift Assignments for Chief Area Safety Representative

1. The Company and Union agree there may be a need to place a Chief Area Safety Rep(s) into a temporary dayshift assignment to meet fluctuating safety related workloads.
2.
 - (a) When the need arises, either the Union or the Company shall give written notice of intent to place a Chief Area Safety Rep. into a temporary day shift assignment. Upon such notice, the Parties shall, within thirty (30) calendar days, meet to discuss the work and duties required, the name of the Chief Area Safety Rep. and the duration of the temporary assignment. The assignment will be made provided there is mutual agreement.
 - (b) The parties agree that for planned absences of seven (7) calendar days or more the incumbent Chief Area Safety Rep. will be replaced. The replacement will be identified by the Union O.H.S.&E. Council Executive and will come from the affected Org. Prior to filling the position if it is determined that a critical need exists and the replacement can not be released, Management will discuss the situation with the O.H.S.&E. Council who will submit a different name to fill the position. The replacement shall maintain the duties as described in paragraph 6 of this letter.
 - (c) For absences up to seven (7) calendar days, the incumbent Chief Area Safety Rep. will inform the Area **Coordinator** or his/her alternate. This alternate will come from the affected Org and will be available for call-in in cases of emergency.
3. To compensate for missed shift premiums and CSO's, the Chief Area Safety Rep will be paid the Gangleader rate.
4. The Union agrees to grant a variance to Letter of Understanding 09-LU-#2 in that hours worked by a temporary employee while replacing a Chief Area Safety Rep or the Union Co-chair of the K.K.O.H.S.&E. Committee will not be included in the calculation of the temporary hours.

20-LU-#4 (continued)

5. The Chief Area Safety Rep. will report to the Area **Coordinator or his delegate**.
6. The duties of the Chief Area Safety Rep, while in the temporary day shift position, shall include but are not limited to:
 - (i) Attend monthly Org O.H.S.&E. meetings as co-chair.
 - (ii) Attend the monthly K.K.O.H.S.&E. meeting as Org Rep.
 - (iii) Participate in sub-committee required by Org O.H.S.&E. or K.K.O.H.S.&E..
 - (iv) Follow-up and assist in completion of outstanding issues as identified from corrective actions defined through meetings, investigations, inspections and risk assessment.
 - (v) Actively promote and participate in health monitoring.
 - (vi) Actively promote and participate in Org environmental issues.
 - (vii) Organize and participate in E.H.S. inspections with the Superintendent(s).
 - (viii) Participate in risk analysis.
 - (ix) Participate in the Review Committee as co-chair.
 - (x) Participate in "Correction of Unsafe Acts" procedure as required.
 - (xi) Participate in O.H.S.&E. audits and monitoring as required.
 - (xii) Liaise and communicate with Org Management on O.H.S.&E. issues.
 - (xiii) Participate, if available, with the Full Time Union Safety Rep. when a **W.S.B.C.** inspector comes on site.
 - (xiv) Work with the Full Time Union Safety Rep. to co-ordinate health and safety training for Union Safety Reps as per 20-LU-#1. Provide information as stated in 20-LU-#1 prior to requesting time off for participants.
7. The Company and Union agree there may be a need to place the Union Co-chair of the K.K.O.H.S.&E. Committee into a temporary dayshift assignment. To compensate for missed shift premiums and CSO's the Union Co-chair of the K.K.O.H.S.&E. Committee will be paid the Gangleader rate.

LETTER OF UNDERSTANDING

20-LU-#5

KKOHS&E Sub-Committee

ENTERED INTO THIS _____ day of July, 2012.

The KKOHS&E Committee will strike a joint sub-committee to review the existing structure of the Joint Health, Safety and Environment Committees and provide recommendations to the Union Executive and Senior Management for the structure/language of Article 20.02.

This sub-committee will be comprised of three (3) representatives from the Union and three (3) from the Company.

The sub-committee will meet monthly, and deliver their final recommendations to the Union Executive and Senior Management no later than 31 January 2013.

If agreed to by the parties, the new language/provisions will replace the current Joint Health, Safety and Environment Committees language as per Article 20.02 of the CLA.

In general, the design for the new safety committee structure will be part of the mandate of the sub-committee.

In order for these changes to succeed, the sub-committee will, as part of their mandate, recommend changes to Part 1 of the existing joint Health & Safety program. This may include changes to roles and committees throughout Kitimat Works.

The Company agrees to maintain the wages of the Union sub-committee members for time spent working with the sub-committee.

On 31 January 2013, this KKOHSE subcommittee will cease to exist.

Article 21 - WORKPLACE CLOTHING AND SAFETY EQUIPMENT

21.01

The Company undertakes to provide articles which would normally form part of an employee's working apparel, such as work gloves and mitts, safety footwear, shirts and pants or coveralls and it is agreed that such articles will be worn by the employee as issued and in accordance with the standards determined by the Personal Protective Equipment Committee (PPE Committee).

21.02

(a) The Company agrees that each employee will be entitled to a minimum of three (3) sets of pants and shirts or coveralls of the type prescribed by each area's risk assessments and approved by the PPE Committee. The Company further agrees to replace this clothing on an exchange basis when it no longer provides adequate protection. The exchange of this clothing will be done at the discretion of the Launderer (who is authorized to exchange clothing if, in their opinion, the garment requires it), or by the Supervisor in discussion with the employee. If the parties are unable to agree, the employee may request the presence of an O.H.S.&E. Representative.

(b) The Company shall supply the following clothing to employees:

(i) Standard Clothing

Wool jacket or vest	1 per 2 years
Winter Melton (*where required)	1 per 3 years
Wool or vinex pants & wool or vinex shirts or coveralls	Exchange basis
Undershirts	4 per year
Longjohns	3 per year
Wool socks	4 pair per year
Bras (female employees only)	3 per year
Safety Boots	Exchange Basis
Shower Sandals	1 pair per 2 years
(effective 24 July 2007)	

(ii) Hot Metal/PAH exposed (specialized)

Article 21 (continued)

Wool jacket or vest	1 per 2 years
Wool pants & wool shirts or wool coveralls (*where required)	Exchange basis
Undershirts	3 per year
Longjohns	2 per year
Bras (female employees only)	3 per year
Wool socks	4 pair per year
Safety Boots	Exchange Basis

(iii) Special Crews (specialized)

Wool jacket or vest	1 per 2 years
Winter Melton (*where required)	1 per 3 years
Wool pants & shirts or wool coveralls (*where required)	Exchange Basis
Nomex clothing (*where required)	Exchange Basis
Undershirts	3 per year
Longjohns	2 per year
Bras (female employees only)	3 per year
Wool socks	5 pair per year
Safety Boots	Exchange Basis

* Where required shall mean when identified by an area's risk assessment or when requested by an Area or Org O.H.S.&E. Committee, provided it has been approved by the PPE Committee.

- (iv) Any alterations or special modifications to safety clothing must be approved by the PPE Committee to ensure it is comfortable and provides adequate protection. Clothing will not be altered or modified for esthetic purposes. Approved alterations and special modifications will be performed by the launderer.
- (v) Kemano employees will be reimbursed for costs incurred for repairs, approved alterations and special modifications upon presentation of receipts.
- (vi) In all areas of hot metal exposure the standard boot will be the ROYER hot metal boot. In the event an employee is unable to wear the ROYER hot metal boot, approved alternate footwear will be provided. Any exceptions to this standard must be a boot equipped with synthetic laces and approved by the PPE Committee.
- (vii) New employees or employees new to an area will be provided with the required standard or specialized personal protective clothing.
- (viii) In addition to the specified clothing allotments outlined in 21.02 (b), the Company undertakes to provide shower sandals, longjohns, undershirts and socks, at cost, and in consideration of this it is agreed that such articles will be worn, repaired, cleaned and maintained in serviceable condition by the employee.

21.03

- (a) In a situation where an employee's personal protective clothing is damaged by an event resulting in the clothing being rendered unwearable or no longer provides adequate protection and the employee is not in possession of an alternate set, the employee's Supervisor shall ensure the employee is provided with suitable clothing for the remainder of the shift.
- (b)
 - (i) Clothing will be repaired (by the launderer only) or replaced, as required, and in conformance with the agreed upon standards. The standards shall be clearly defined and shall be communicated to all employees and the

Article 21 (continued)

launderer. These standards shall be posted on all the Company Health & Safety bulletin boards.

- (ii) In addition, all wool clothing will be replaced after fifty (50) wash cycles, or sooner if required.
- (iii) Any disputes arising from the application of these standards will be referred to the PPE Committee for immediate resolution.

21.04

(a) The Procurement and Safety Departments will jointly administer the clothing provided pursuant to this Article.

(b)

- (i) As a sub-committee of the Kitimat/Kemano Occupational Health and Safety and Environment Committee (K.K.O.H.S.&E. Committee), the PPE Committee shall be responsible for the ongoing monitoring and evaluation of standard and specialized personal protective equipment and clothing.
- (ii) The PPE Committee will ensure risk assessments have been conducted and that all other factors, including cost, have been considered prior to approving any changes to the existing clothing allocations or replacement of existing stock. In the event the PPE Committee cannot come to an agreement, the matter shall be referred to the K.K.O.H.S.&E. Committee for resolution.**

21.05

- (a) The Company undertakes to furnish, clean and maintain in serviceable condition, free of charge to the employees, articles of safety equipment such as goggles, face masks, respirators, hard hats, gloves, etc.
- (b) For welders, Management will provide welding gloves and welding aprons. One welding jacket every three (3) years will be provided.
- (c) The Company will ensure the official "UNIFOR Local 2301" logo is present on all garments which bear the Company's logo.

21.06

- (a) Should an employee be assigned to work outside in inclement weather the Company will furnish them with the necessary appropriate apparel for that purpose. In consideration of this, it is further agreed that in cases where such tasks may be infrequent in nature the Company may provide said articles on a loan basis.
- (b) Clothing supplied on a loan basis shall be maintained in a clean and repaired condition. Further, any boots supplied under this provision will not be on a loan basis and the employee will be expected to keep said boots at work and available for use.

21.07

An employee will be provided with one pair of prescription safety glasses at no cost each calendar year upon submission of proof of need in writing from a licensed optometrist or ophthalmologist.

21.08

- (a) Effective 1 January 2006, the Company will provide laundry and repair service for all employees, except those employed at Kemano.
- (b) As Kemano employees are ineligible for the laundry service, they shall receive one additional garment, in each category, from the group to which they belong.

Article 21 (continued)

- (c) The Company will continue to provide Kemano employees with facilities and supplies to launder their clothing.

21.09 Standards for Repair & Replacement of Safety Clothing

- (a) Patching shall be done in such a manner so as to prevent chafing (e.g. all patches must adequately cover all sides of any joint).
- (b) Patches on the front of a shirt shall not exceed forty (40) sq. cm.
- (c) No single patch will exceed one-hundred (100) sq. cm.
- (d) No patches will be applied to the seat area of trousers.
- (e) No garment shall be repaired more than three (3) times.
- (f) No area of a garment will be repaired in the same spot more than once whether by stitching or patching.
- (g) No garment will be repaired by using stitching to build up or reinforce an area.
- (h) No repairs involving the removal of any portion of the arm or leg of any garment will be allowed.
- (i) Any garment showing signs of heat damage such as discoloration and/or a change in the texture of the cloth shall be replaced.
- (j) Any garment suffering multiple burns and no longer providing adequate protection, shall be replaced.

21-LI-#1 Safety Clothing

Article 22 - INJURY OR ILLNESS

22.01

Should the Company's Occupational Health Department advise that an employee, because of a medical condition, is not able to do their regular job, the Company will, wherever possible, place them in other work consistent with their medical condition if such work is available. Such a placement may be made notwithstanding the provisions of Article 9 (Seniority) of this Agreement. Additionally, an employee so placed shall not be displaced by virtue only of the provisions of Article 9 (Seniority) provided the waiving of those provisions does not result in the lay-off of a more senior employee who would otherwise displace them.

22.02

Should an employee, on the advice of the Company's Occupational Health Department because of a medical condition, be permanently placed in work which carries a basic hourly wage rate lower than their regular job, the employee shall be paid at the rate of the job in which they are placed by the Company and advised of such rate.

22.03

If an employee is injured on the job the Company will maintain their earnings throughout the day of injury.

22-LI-#1 Alternate Work Crew Facility

22-LI-#2 Workload of Work Accommodation
Coordinator/ Return to Work Supervisor

LETTER OF UNDERSTANDING

22-LU-#1

Medical Placement Program

ENTERED INTO THIS 26th day of June, 1996. UPDATED, April 2007

The purpose of this Letter is to set out the agreement between the Union and the Company regarding the placement of both temporarily and permanently disabled employees.

Both the Company and Union recognize that maintaining confidentiality for employees with disabilities is an important component of the duty to accommodate. Personal information that identifies an employee's medical condition will remain with designated personnel to protect the employee's privacy.

1. Scope

The Joint Medical Placement Committee directs the placement of temporarily and permanently disabled employees into meaningful work throughout Kitimat and Kemano which has been identified as falling within the disabled employee's restrictions.

Meaningful work is defined as:

- (a) Work that is considered to be useful to the employee with regards to helping the employee in their recovery (i.e. helps the employee get back to normal routine, is an avenue to make the employee feel useful, and gives them a sense of accomplishment).
- (b) Work that is productive in the context of:
 - (i) the level of work is consistent with the hours worked;
 - (ii) legitimate tasks that would need to be performed in any event;
 - (iii) work that will be useful to the employee at a job once they return (i.e. upgrading, courses, education etc. on skills and safety).

2. Mandate of Joint Medical Placement Committee

- (a) There shall be three (3) Union Representatives and up to three (3) Company Representatives which comprise the committee. One of the Company Representatives shall be the Work Accommodation Coordinator/Return to Work Supervisor. If the Work Accommodation Coordinator/Return to Work Supervisor is replaced, the new Coordinator/Supervisor, along with one (1) Union Representative, shall attend an appropriate workplace accommodation training session approved by the HR Manager.
- (b) Meet bi-weekly or as required to:
 - (i) review the effectiveness of the Medical Placement program;
 - (ii) review recommendations for proposals or revisions to improve the administration of the Medical Placement program;
 - (iii) discuss and make decisions regarding modification to the procedures/guidelines of the Medical Placement program;
 - (iv) discuss case issues:
 - (a) review a summary of individual case activities;

- (b) review the current medical restriction status of the placement employees;
 - (c) review options outlined for individual cases;
 - (d) review the recommended actions provided for individual cases;
 - (e) discuss and make decisions regarding Medical Placement employees.
- (c) Monitor and provide education of Plant forces with respect to the Medical Placement program.
- (d) Make field trips when necessary to determine suitability of work regarding a proposed placement.
- (e) Discuss and address legitimate concerns of area Management regarding a Medical Placement decision.
- (i) The first priority when accommodating an employee with restrictions shall be to find work, where reasonably possible, within the employee's own **job**.
 - (ii) If unable to accommodate an employee within their own **job** the committee shall make every reasonable effort to accommodate the employee within their own **seniority group** & then within the **remaining seniority groups**.
 - (iii) The **Company representative for the area** will co-operate and work with the Medical Placement Committee to help facilitate the process outlined in (i) & (ii) above.
- (f) Recommend modifications to a job which would allow the disabled person to be placed into that position. Area Management will allow such modifications unless it significantly impairs the efficiency of the operation.
- (g) Will provide direction in the initial set-up of the Rehabilitation Program once approved by the Parties.
- (h) The Committee will consult with Managers prior to making a decision. The Committee shall have functional authority to implement solutions. If agreement can't be reached within the Committee, the matter will be referred to the Human Resources Manager and the Union President (or their delegates) for suggestions on how to achieve consensus. The Committee decision will be final.
- (i) The Company will maintain the regular earnings of the Union Members of the Joint Medical Placement Committee.
- (j) Wages, course fees and reasonable travel costs will be paid by the Company for three (3) Union Medical Placement Representatives to attend relevant conferences, courses, seminars or conventions once per calendar year provided such courses etc., are acceptable and available to the committee.

In lieu of attending the training above, the company will provide for paid study time at work and time for writing exams as required to complete the N.I.D.M.A.R. modules relating to disability and accommodation in the workplace to maximum of four days.

- (k) **The Committee will conduct an annual review of all medical placement employees that have not been successfully placed into a permanent position.**

At the completion of the review, the Committee will make a joint recommendation to the Company and the Union regarding the cases they feel will require intervention and agreement between the parties to facilitate a successful permanent placement.

3. Mandate of Works Accommodation Coordinator/ Return to Work Supervisor

- (a) To make regular reports to the Joint Medical Placement Committee regarding the status of disabled employees.
- (b) To bring area concerns regarding placements to the attention of the Medical Placement Committee.
- (c) To ensure the personal physician is consulted regarding the compatibility of a placement job with the employee's restrictions prior to placement.
- (d) To expedite and facilitate in the return to work of employees with temporary or permanent restrictions due to injury or illness that cannot be accommodated in their own occupation.
- (e) To follow and implement decisions of the Medical Placement Committee.
- (f) When an employee can return to work with restrictions, but for whom there is no work available, the committee shall be notified and the committee will review and assist area management in establishing a return to work plan for that employee.

4. Rehabilitation Program

- (a) The Joint Medical Placement Committee shall make recommendations to the Union and the Company regarding the continuation of the Rehabilitation Program. The recommendations will cover the following information:
 - (i) potential location
 - (ii) nature of work available
 - (iii) numbers of employees the centre could accommodate
 - (iv) admission criteria
 - (v) supervision
 - (vi) implementation costs (approximately)
 - (vii) costs (approximately)

(b) Definition:

An on-site facility where disabled employees can attend and perform meaningful work. Such a facility will act as a tool to assist the reintegration of the employee back into the workforce and to assess their ability to perform other work which may become available throughout the Works.

5. Employee Responsibilities

(i)

- (a) **Employees must communicate their need for accommodation to the employer.**
- (b) **Employees must provide the company with information to support their request for accommodation.**
- (c) **Employees must be cooperative and reasonable when presented with proposals that respond to their needs.**

- (d) **Restricted employees must provide a medical update from their physician before their current restrictions expire or within three (3) months of their assignment, whichever occurs first.**
- (ii) The employee's rate of pay will be that of their last live filed job, and if placed in a job carrying a higher rate, then Article 10.04 shall apply.

The Parties understand and agree that a revision to the Letter of Understanding will be necessary upon the introduction of a permanent Rehabilitation Program.

LETTER OF UNDERSTANDING

22-LU-#2

Wage Rate Retention and Pensionable Earnings

ENTERED INTO THIS 8th day of June, 1983.

This Letter of Understanding outlines wage rate retention and pensionable earnings protection for employees who are placed permanently through the Special Placement Program.

1. Wage Rate Retention for Placed Employees

In order to be eligible for wage rate retention, an employee must have completed the probationary period. Wage rate retention shall consist of:

- (a) The basic regular hourly wage rate for the employee's job classification immediately prior to their placement for a period of three (3) weeks for each full year of **seniority** at the date of placement.
- (b) An adjusted basic hourly wage rate which is midway between the regular basic hourly wage rate for the employee's job classification immediately prior to their placement and the regular basic hourly wage rate of the job classification to which the employee is placed for an additional period of three (3) weeks for each year of **seniority** at the date of placement.

At the end of this period, the placed employee shall be paid the regular basic hourly wage rate of the job classification to which they are assigned.

2. Pensionable Earnings

Plan members who are displaced downward at the request of the Company's Occupational Health Department after twenty (20) years of continuous service, will for pension purposes, remain in their pre-disability group until they become eligible to receive an unreduced pension.

- (a) **For the purposes of determining pensionable earnings protection, for employees with thirty (30) years of seniority or more, the employee's pre-disability pension multiplier group at the time of retirement shall be used.**
- (b) The additional funding necessitated by Paragraph 2 (a) above will be provided by the Company.
- (c) Pensionable earnings protection will continue until the employee is eligible to receive an unreduced pension.

Article 23 - JOB SECURITY

23.01

The Company and the Union recognize the importance of lessening, as much as is reasonably possible, the effects of change not occasioned by the employee upon their job security and earnings, and to this end agree to the following provisions:

- (a)
 - (i) The Company will not contract work out that results directly in the lay-off of any employee from the bargaining unit. The Company further agrees that, if it has available regular qualified employees and possesses and has available in the Works the equipment and the services necessary to accomplish the work, at and in the time required, all maintenance and repair work, the nature of which is normal and routine, presently performed by its employees, will be carried out by employees covered by the Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Company's right to purchase raw or processed materials, equipment or component parts, intended for the operations of the Works.
 - (ii) The Company agrees that all contractors which perform work at the Company's operations will be required to comply with all of the Company's and the Province of B.C.'s safety rules and regulations relevant to the work to be performed.
- (b) Article 9 (Seniority) will apply to all cases of demotions, transfer in lieu of lay-off, and lay-off.
- (c) Subject to its restrictions, Section 23.02 of this Article (Wage Rate Retention) will apply to an employee demoted or transferred in lieu of lay-offs as a result of a lack of work.
- (d) Subject to its restrictions, Section 23.03 of this Article (Supplemental Employment Benefits) will apply to an employee laid off as a result of a lack of work.
- (e) Subject to its restrictions, the Disability Indemnity Plan mentioned in Article 37 of Volume 2 will provide benefits to employees who suffer total loss of wages because of an absence from work due to illness or injury of a non-industrial nature.
- (f) The Labour Relations Committee shall discuss the cases of employees who have been, for reason of lack of work, demoted, or transferred in lieu of lay-off, or laid off and may make recommendations concerning the reassignment, retraining, severance pay, etc. of such employees.

23.02

- (a) Subject to the restrictions set forth in this Section 23.02, Wage Rate Retention shall apply to an employee, while at work, who:
 - (i) is demoted or transferred in lieu of lay-off, on account of lack of work, from a job classification carrying a higher basic hourly wage rate to a job classification carrying a lower basic hourly wage rate, or
 - (ii) is, while in receipt of Wage Rate Retention, again demoted or transferred in lieu of lay-off, on account of lack of work, from a job classification carrying a higher basic hourly wage rate to a job classification carrying a lower basic hourly wage rate. Such an employee may then also be eligible for a new Wage Rate Retention based upon such subsequent demotion or transfer in lieu of lay-off and shall be subsequently entitled to the Wage Rate Retention protection most favourable to them, and

Article 23 (continued)

- (iii) has accumulated at least three hundred and sixty-five (365) calendar days of continuous service at the date of such demotion or transfer in lieu of lay-off, in accordance with the regulations set forth in Appendix III of this agreement, and
 - (iv) meets the other conditions set forth in this Section 23.02.
- (b) Wage Rate Retention shall cease to apply to an employee who, while in receipt of Wage Rate Retention:
 - (i) does not accept a promotion, or
 - (ii) does not accept a job, in their previous department, which has a basic hourly wage rate equal to or higher than that of the job classification in which they are an incumbent. If such an employee has not submitted a request for transfer to return to their previous department, they shall be deemed for the purposes of Article 9 (Seniority) to have submitted such a request for transfer, or
 - (iii) while laid off, refuses any call-back to work by the Company in accordance with the provisions of Section 9.09(a) of Article 9 (Seniority) of this Agreement.
- (c) Wage Rate Retention shall not apply to an employee who:
 - (i) is demoted or transferred in lieu of lay-off from work described in Section 9.05 or Article 10, or
 - (ii) is demoted or transferred in lieu of lay-off from a job which was known to be of duration of five (5) months or less, provided the Company has notified the Union by letter of the employee's name and of the employee's assignment to a job of such known limited duration.
- (d) An employee who is demoted or transferred in lieu of lay-off, on account of lack of work may be eligible for Wage Rate Retention if such demotion or transfer in lieu of lay-off is for some reason other than the following:
 - (i) Physical or mental incapacity due to injury or illness as a result of which the employee cannot perform the work of their assigned job classification, or
 - (ii) A strike, slowdown, stoppage of work or other labour dispute involving any employee or employees in Kitimat Works.
- (e) Wage Rate Retention shall consist of:
 - (i) a basic hourly wage rate which shall not be less than the regular basic hourly wage rate the employee was receiving at the time they were displaced, for a period not to exceed twenty-six (26) weeks for those employees with less than ten (10) years Company seniority and for a period not to exceed thirty-nine (39) weeks for those employees with ten (10) or more years Company seniority, including any time during which the employee may be laid off.
 - (ii) an adjusted basic hourly wage rate, which shall not be less than midway between the regular basic hourly wage rate the employee was receiving at the time they were displaced and the basic hourly wage rate to which they were first demoted or transferred in lieu of lay-off for the next twenty-six (26) week period for those employees with less than ten (10) years Company seniority and for a period not to exceed thirty-nine (39)

Article 23 (continued)

weeks for those employees with ten (10) or more years Company seniority, including any time during which the employee may be laid off.

- (iii) starting with the fifty-third (53rd) week for those employees with less than ten (10) years Company seniority and starting with the seventy-ninth (79th) week for those employees with ten (10) or more years Company seniority, following their demotion or transfer in lieu of lay-off on account of lack of work, the employee will receive the basic hourly wage rate of the job classification in which they are then incumbent.

23.03

(a) Supplemental Employment Benefits shall be payable to an employee who:

- (i) is laid off on account of lack of work, subject to the conditions set forth in Section 23.03(d), and
- (ii) has accumulated at least three hundred and sixty-five (365) calendar days of continuous service at the day of their lay-off in accordance with the regulations set forth in Appendix III of this Agreement, and
- (iii) has worked at least one-thousand six hundred (1,600) hours, exclusive of overtime, within the three hundred and sixty-five (365) calendar days immediately preceding the date of their lay-off. Time lost as a result of accident or illness in the Plant accepted as compensable by the **WorkSafeBC** will be considered as time worked for the purpose of this provision 23.03(a)(iii), and
- (iv) meets the other conditions set forth in this Section 23.03.

(b) Supplemental Employment Benefits shall not be payable to an employee for any absence from work for any reason other than a lay-off on account of lack of work, or an authorized absence as outlined in Section 12.02(b)(i) and 12.02(b)(ii).

(c) To qualify for Supplemental Employment Benefits in any week, the laid-off employee shall:

- (i) have completed one week of lay-off following the initial date of their lay-off (this waiting period shall apply only in the case of their first lay-off during the calendar year), and
- (ii) be eligible for and have received Employment Insurance Commission benefits in that week, and
- (iii) not have refused any call-back to work by the Company in accordance with the provisions of Section 9.09(a) of Article 9 (Seniority) of this Agreement, and
- (iv) apply to the Company and furnish the necessary proof of eligibility for the benefits in the manner which the Company shall determine.

Note: For the purpose of this Section 23.03, a week means a period of seven (7) consecutive days, commencing on and including Sunday.

(d) An employee who is laid off on account of lack of work, and who is eligible for Employment Insurance Benefits, may be eligible for Supplemental Employment Benefits if their lay-off is for some reason other than the following:

- (i) A strike, slowdown, stoppage of work or other labour dispute involving any employee or employees in Kitimat Works; or,

Article 23 (continued)

- (ii) A strike, slowdown, stoppage of work, or other labour dispute other than a lock-out, involving employees of **Rio Tinto Alcan** Inc. at any location; or,
 - (iii) A strike, slowdown, stoppage of work or other labour dispute involving employees of any Company associated with **Rio Tinto Alcan** Inc. or employees of public carriers or public utilities, or employees in the coal or petroleum industry, which results in the lay-off of one or more employees in Kitimat Works; or
 - (iv) Regulations or controls established by law, ordinance, or decree affecting materials, supplies or production of Kitimat Works.
- (e) A laid-off employee who has met the requirements of Section 23.03(a), (b) and (c) above on the date of their lay-off and who continues to meet them in each week of their lay-off shall be eligible for Supplemental Employment Benefits as follows:
- (i) If the laid-off employee has met the continuous service requirements of Section 23.03 (a) and their lay-off is in accordance with the regulations set forth in Appendix III of this agreement, they shall be eligible for benefits of one hundred and twenty dollars (\$120) per week for a maximum of forty-five (45) weeks of any one lay-off provided that no such employee shall collect benefits for more than forty-five (45) weeks within the fifty-two (52) week period immediately following the date of their lay-off from a regular job.
- (f)
- (i) A laid-off employee who has met the requirements of Section 23.03(a), (b), (c)(iii) and (c)(iv), who has not been reemployed and who has applied for E.I., shall be eligible for a Special Supplemental Employment Benefit of five hundred thirty-three dollars (\$533) per week during the period commencing with the first day of the employee's E.I. waiting period and terminating on the day the employee becomes eligible for Supplemental Employment Benefits under Section 23.03(e).
 - (ii) A laid-off employee shall be eligible to receive Special Supplemental Employment Benefits for a maximum period of two (2) weeks for any one lay-off.
- (g) When Management reorganizes or eliminates a department, they will:
- (i) Prior to the actual change, notification will be given to the Union explaining the nature of the change, the employees affected, and how the work will be done;
 - (ii) Where there is sufficient change in a job, the pertinent information will be turned over to the Job Evaluation Committee, the Committee will review the wage rate, and where appropriate, recommend adjustments to the wage rate.

LETTER OF UNDERSTANDING

23-LU-#1

Contracting Out Committee

ENTERED INTO THIS 26th day of July, 1989.

This letter sets out the Company's intention with regard to forming a joint committee for the purpose of sharing information and discussing maintenance and repair work, the nature of which is normal and routine, presently performed by its employees, to be contracted out.

1. The mandate of the committee will be:

- (a) Discuss all contracts, where possible, thirty (30) days prior to being put out for tender, ensuring all correct and sufficient information is available including the internal checklist or, where a document exists covering the scope of the job, that scope document.
- (b) Discuss reasons for contract being tendered.
- (c) Discuss the possibilities of carrying out the work internally by reviewing suggestions.
- (d) Make joint recommendations to relevant Management by suggesting solutions such as, but not limited to:
 - (i) changes to the method or organization of the work
 - (ii) the formation and relocation of employees
 - (iii) modification of the anticipated starting date, duration and deadline
 - (iv) the location, relocation or loan of tools or equipment
 - (v) proposals on how Company employees could perform the work within the time frame required

2. Project Work

- (a) In addition to the above, the Committee will discuss those Projects whose total duration is estimated to be six hundred (600) hours or less. The purpose of the discussions will be to determine how bargaining unit employees could perform the project work in a manner comparable to that of a contractor and in a manner which does not impair the performance of the regular duties of the department in their area of responsibility. The backlog may have to be adjusted by priority to accomplish this. The committee must also take into consideration the availability of regular qualified employees and whether or not the Company possesses and has available the equipment and services required to do the work. Where it is demonstrated that bargaining unit employees are able to do such work by meeting the above requirements, they will perform such work.
- (b) Projects assigned to bargaining unit employees shall be reviewed to ensure time, quality and cost considerations are met. All contract additions, deletions and cost overruns will be reviewed by the Committee. Where a project assigned to bargaining unit employees is not proceeding as required, bargaining unit employees will be reassigned to their regular duties and the remainder of the project may be contracted out.
- (c) With respect to projects whose expected duration is more than six hundred (600) hours, the Company commits to continue its current practice of reviewing project work with the Contracting Out Committee. This will include a copy of "Project Notification" which will include the Project Title, the work requested, the scope, the Project Manager, as well as the start and completion dates. This discussion will also include how bargaining unit

23-LU-#1 (continued)

employees could perform portions of the project work under the same guidelines as per 2(a) and 2 (b) of this Article.

The above paragraphs shall not apply to the following aspects of the Modernization Project:

- (i) All aspects of the construction of new buildings for the Reduction area and all support facilities (e.g. Ring Furnace, new shops etc).
 - (ii) The initial installation of AP3X cells.
 - (iii) The installation of all new support machinery and equipment into said buildings.
 - (iv) Decommission and demolition of those buildings and infrastructure which are in the footprint of the Modernization Project.
3. Information and discussions relative to specific contracts may include but are not necessarily limited to:
- (a) Nature of the work
 - (b) Anticipated starting date, duration
 - (c) Reason for contracting out
 - (i) employee availability
 - (ii) time requirements
 - (iii) equipment availability
 - (iv) number of people and trades required
 - (v) services availability
 - (vi) contemplated hours required
 - (d) Number of engineering hours charged to the project.
- 4.
- (a) The Company will implement the joint recommendation from the committee.
 - (b) Where a contract or tender is signed off as 'no issue' by the Contracting Out Committee, this issue will not be grieved by the Union, unless a material change occurs in the contract or tender.
5. In no way will discussions affect work progress.
6. The Committee will consist of six (6) members, three (3) from the Company and three (3) from the Union.
7. Meetings will be scheduled four (4) times a month or as required.
8. Emergency meetings will be called to provide information if a contractor is needed on short notice.
9. Upon approval of the Joint Contracting Out Committee, the members of the committee will be given time off to investigate and seek information before a job is tendered and their earnings shall be maintained.
10. The earnings of the members of the Committee shall be maintained as provided for in Article 26.02.
11. Project Managers responsible for projects under discussion will attend contracting out meetings as required.

LETTER OF UNDERSTANDING

23-LU-#2

Supplemental Employment Insurance Benefits Plan

ENTERED INTO THIS 1st day of September, 1988.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The purpose of this letter is to record the agreement reached between the parties with respect to the Company's Supplemental Employment Benefits Plan.

With respect to Section 23.03 of the Collective Agreement, the parties agree to the following:

1. The Company Supplemental Employment Benefits Plan (S.E.B.) shall become registered as a Supplemental Employment Benefits Plan with the Human Resources Development Canada.
2. S.E.B. payments will be financed by the Company and a separate accounting will be kept for such payments.
3. The employees do not have a vested interest in the plan except to receive payment during the covered unemployment period.
4. The Company will inform the Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
5. The maximum level of supplementation takes into account both the E.I. benefit and any other earnings received by the claimant while on layoff so that it does not exceed the maximum as required by the regulations.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay will not be reduced or increased by payments received under this plan.

LETTER OF UNDERSTANDING

23-LU-#3

Live Transmission Line Work

ENTERED INTO THIS 4th day of May 1999

1. Normal and Routine Maintenance Work
 - (a) The parties agree live line transmission maintenance work with 'ball and socket' insulators will be normal and routine maintenance work, and will be carried out by employees covered by the Collective Agreement, subject to the terms of the Agreement.
2. Job Protection
 - (a) Employees who are incumbents as Power Line Technicians as of the date of the signing of this Letter, and who are qualified and continue to be qualified to do the work of Power Line Technician, shall remain classified as a Power Line Technician.
 - (b) Where employees presently on the Line Crew are not qualified to do the work of Power Line Technicians, Management shall make every reasonable effort to assist these employees in obtaining the necessary qualifications to do the work of Power Line Technicians.

Safety Practices

(a)

- (i) A Safety Practices Committee shall be maintained by the parties. This committee shall have six (6) members: three (3) from the Union, and three (3) from Management. The committee mandate will be to review any Works Power or Kemano Power safety concerns and make revisions as required to the Safety Practices Regulations (SPR). The Committee will meet quarterly and as required.
- (ii) The chairperson will be entitled to vote on all questions before the committee. A majority decision of the committee will be binding on both parties to this agreement.

NOTE: The parties will request assistance from B.C. Hydro in setting up and establishing a functioning committee.

- (b) The parties undertake to maintain a thorough system of training and familiarization such that no employee will be required to perform work which they cannot safely perform and safety rules and safe working conditions shall be adhered to at all times.

3. Inclement Weather

- (a) The safety and well-being of the employees will be the first consideration at all times in deciding what work is to be performed in inclement weather such as rain, snow, ice, and severe cold. Wages will be maintained during periods of inclement weather, as per Clause 20.07(b).

4. Training

- (a) Power Line Technicians will receive refresher training on live line work on an annual basis, and as required.
- (b) Management will schedule training in a manner that does not significantly impact the scheduling of the work of the line crew.
- (c) Groundspersons will be trained to a standard equivalent to B.C. Hydro.

5. Tools

- (a) There must be adequate provision made for the safe storage and transportation of all tools and equipment that are deemed critical by the line crew for live line work.
- (b) Live line tools must not be loaned out.

6. Premiums

(a) High Time

While working at an elevation of twenty-six (26) meters (eighty-five (85) feet) or more above the ground on transmission lines, an employee will be paid a premium equal to the employee's hourly rate at straight time. The lines terminate at the line breakers at either end of the transmission line.

(b) Helicopter Time

- (i) An employee who is actually engaged in, working in, or working in direct conjunction with helicopters will be paid a premium of twenty-five percent (25%) of the employee's straight time rate for all hours worked.

- (ii) An employee assigned to work above the ground, and outside of a helicopter, shall be paid a premium equal to fifty percent (50%) of the employee's straight time rate for the time so worked. "Time so worked" means the time of the entire task which involves the use of the helicopter.

7. Travel & Accommodation

(a) Travel Time

If requested to travel outside the Kitimat/Kemano area, the Company shall pay for:

- (i) All time spent in travel on regularly scheduled work days to a maximum of eight (8) hours.
- (ii) All time spent in travel on rest days to a maximum of eight (8) hours at the rate of one and half (1½) times the straight time rate for the first six (6) hours and double the straight time rate for the remaining two (2) hours.

(b) Transportation

- (i) If requested by the Company to travel outside the Kitimat/Kemano work area, adequate transportation will be provided by the Company. If the Company does not provide adequate transportation, the Company shall cover the cost for public or chartered carrier.
- (ii) Where employees elect to use personal transportation in lieu of the transportation made available by the Company, the employees will not be entitled to any reimbursement for use of their personal vehicles.
- (iii) Where employees and Management agree the Company does not need to provide transportation, and the employees agree to use their personal vehicles, employees will be reimbursed at \$0.36 per kilometer.
- (iv) Where employees elect to use personal vehicles in lieu of public carrier, they will be paid as if they had been traveling by public carrier. The employee must have adequate insurance coverage. Personal vehicles will not be used in the performance of any work for the Employer.

(c) Accommodations

- (i) Where an employee is temporarily assigned away from Kitimat Works, the Company will reimburse all costs for lodging, including an expense allowance, as per Rio Tinto Alcan's travel policy.
- (ii) In the event of an unforeseen adversity which does not allow the employee to return home during or at the end of the temporary assignment, the Company will reimburse all costs for lodging, including an expense allowance, as per **Rio Tinto Alcan's** travel policy. Further, the Company will maintain the affected employee's earnings for the time spent away from home due to an unforeseen adversity in accordance with the travel time provisions of this document.

8. Wages & Benefits

(a) Trades Rate

All Journeyman Power Line Technicians who are required by Management to perform live line work shall be paid at the Trades Group I wage rate.

(b) Insurance

All employees on the line crew required to work with or ride in helicopters or airborne devices will be covered by insurance paid for by the Company to an amount equal to the total of two units as defined in A.L.I.P.

(c) Compensating Time Off

(i) Premiums for High Time and/or Helicopter Time may be accumulated by an employee and taken as Compensation for Time Worked (CFTW).

(ii) CFTW's must be taken at a time satisfactory to the Company. When possible, these will be arranged with the expressed preference of the employee. Compensating Shifts Off may be scheduled in single shifts or in a block of shifts equivalent to one (1) shift rotation.

Compensating shifts Off may be taken during the preferred period provided that operating conditions and vacation schedules permit. However, vacations will take precedence over Compensating Shifts Off.

(iii) Transmission Line work is seasonal in nature. As a result, operating conditions may limit or prevent the Company from allowing the scheduling of CFTW's during the peak season.

9. Apprentices

(a) A Power Line Technician apprentice will not be called upon to come into direct contact with high voltage equipment, or conductors which are potentially alive, except and in accordance with the following guidelines, and only when assisting and under the direct supervision of a Journeyman Power Line Technician:

- | | |
|---------------------------------|------------------------------------|
| (i) First Month | No contact |
| (ii) After one (1) month | Less than 750 volts AC |
| (iii) After twelve (12) months | Single phase live line |
| (iv) After eighteen (18) months | All live line, excluding bare hand |
| (v) After thirty (30) months | Same restrictions as Journeyman |

Article 24 - TECHNOLOGICAL CHANGE

24.01

The Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off or permanently demoted or whose jobs are devalued as a direct consequence of technological change and the Union undertakes not to impede in any way the implementation of any specific change.

Article 24 (continued)

24.02

For the purpose of this Agreement, a technological change shall be defined as the automation of equipment, or the mechanization or automation of duties, which adversely affects any employee in a department through lay-off or demotion from, or devaluation of, their present job classifications. Lay-off or demotion of employees or devaluation of their job classifications as a consequence of other reasons, which shall include, but are not limited to, product obsolescence, market shift, depressed business conditions, relocation or reassignment of equipment or personnel, resource depletion or failure of raw material delivery shall not be deemed to be technological change.

24.03

In order to lessen the effects on employees who are adversely affected directly as a result of technological change, it is agreed that:

- (a) The Company shall give the Union as much advance notification of a technological change as is practical. Additionally the Company shall notify the Union not less than ninety (90) days in advance of a change in the manner in which work is organized, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated, and the anticipated date on which the change will take place.
- (b) Any employee having three (3) or more years of continuous service who changes job classifications as a direct consequence of technological change or work reorganization shall be eligible to receive training required for a job claimed in accordance with 9.01(e) and Appendix VII.
- (c) Any employee who is demoted as a direct consequence of technological change or work reorganization shall be eligible for the benefits of Wage Rate Retention subject to the provisions of Section 23.02.
- (d) Any employee whose job classification is devalued as a direct consequence of technological change or work reorganization shall be eligible for the benefits of earnings protection subject to the provisions of Appendix V, Section 8.
- (e) It is understood that the provisions of Article 9 (Seniority) cover demotions or lay-offs caused by a technological change or work reorganization.

24.04

- (a) Severance Allowance shall be payable to an employee who:
 - (i) Is laid off as a direct consequence of technological change as defined in Section 24.02, or is laid off as a direct consequence of a work reorganization, provided that the lay-off is not a consequence of other reasons, which shall include, but are not limited to, product obsolescence, market shift, depressed business conditions, relocation or reassignment of equipment or personnel to other locations, resource depletion or failure of raw material delivery, and
 - (ii) has accumulated at least three (3) years of continuous service at the day of his lay-off in accordance with the regulations set forth in Appendix III of this Agreement.
- (b) Severance Allowance shall be computed on the basis of **Appendix VIII**.

Article 24 (continued)

- (c) Severance Allowance shall be paid to an employee, who has been laid off and who has not subsequently been rehired, at the choice of the employee, either
- (i) at the date on which the employee has exhausted all Supplemental Employment Benefits to which they are entitled under Section 23.03 and all E.I. benefits and on condition that they accept the termination of their continuous service and employment on that date, or
 - (ii) at any time during which their continuous service is maintained according to Section 9.09 and Appendix III of this Agreement and on condition that they accept the termination of their continuous service and employment on that date.

SPECIAL LETTER OF UNDERSTANDING

24-LU-#1

Job Security

ENTERED INTO THIS 26th day of July, 1996.

Management and the Union recognize ongoing change and stable customer relations are necessary to remain competitive within the industry. However, ongoing change can lead to instability and a reduced sense of job security.

Management agrees to guarantee the job security of all regular employees from layoff due to modernization, organizational modifications and changes in technology and work methods at Kitimat Works for the term of this Agreement.

In addition, Management agrees, in the event of a decision to permanently close or reduce capacity at Kitimat Works, Management will initiate discussions with the Union at the earliest reasonable opportunity to explore ways to reduce the negative impact on employees.

This Letter does not run with the term of the Agreement, and expires on the final day of the negotiated term, as set out in Clause 27.01(b).

Letter of Understanding

24-LU-#2

Transition – Employee Rights/Workforce Movement

ENTERED INTO THIS 17th day of April, 2007. Updated, July 2012.

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding employee rights (i.e. jobs, seniority rights, wages, training, Union trainers and special provisions) in the transition from old to new technology. Both parties agree this will be done in a manner which ensures that positions are staffed by employees with the ability to work safely and efficiently with the least disruption to production.

1. Jobs

- (a) Prior to any work force movement, the Transition Committee shall identify all permanent jobs required, within each seniority group for the Modernization Project. During this process they will also identify the numbers of surplus employees in each seniority group.

Permanent jobs shall include:

- (i) All current jobs that will continue in the old technology during and after the implementation of the new technology (continuing jobs).
 - (ii) All jobs associated with the new technology that correspond to jobs associated with the old technology (corresponding jobs).
- (b) Incumbents will be confirmed in the continuing or corresponding jobs that are identified by the Transition Committee in accordance with the provisions of paragraph 2 (Seniority).
- (c) In accordance with Article 9 of the CLA, surplus employees will claim work in the following manner:
- (i) First, they shall be offered a permanent job in their own seniority group.
 - ii) If there is no permanent job in their seniority group they shall be offered a permanent job in another seniority group provided a job is available.
 - (iii) If there are no permanent jobs available they will be provided alternate work until a permanent job becomes available.

2. Seniority

- (a) Continuing and corresponding jobs will be offered in the order of seniority to the incumbents.
- (b) Should all employees decline, then the junior employee shall be assigned to the job.
- (c) Where it occurs there are more jobs than there are available incumbent employees, they shall first be offered to surplus employees.
- (d) Jobs remaining, after all employees in seniority group A have claimed a permanent job, shall be posted and claimed as per Article 9.
- (e) Seniority guarantees employees the following rights:
 - (i) To claim work and as they are assigned, to be trained in the new technology.
 - (ii) To continue to work in the old technology.
 - (iii) First opportunity to temporary assignments

3. Wages and Pension

- (a) Employees who are permanently or temporarily assigned through the process set out in this Letter of Understanding in a job carrying the same or a higher wage rate shall receive the wage rate for the new job.
- (b)
 - (i) Employees who are permanently placed through the process set out in this Letter of Understanding in a job carrying a lower wage rate than their previous regular live filed job shall be **grandfathered** at the wage rate of their previous regular live filed job **and employees, with more than twenty (20) year seniority, shall be grandfathered for pension entitlement.**

- (ii) **Live filed Gangleaders, with more than twenty (20) years seniority, who are similarly placed or whose position is eliminated shall be grandfathered at their previous live filed wage rate for purposes of wage and pension entitlement.**

4. The Company commits to training all regular employees who, as a result of the transition to the new technology, are displaced from their current job.

(a) Non-trades

For the non-trades, this includes training either for the continuing or corresponding positions in which they are permanently placed through the processes set out in this Letter of Understanding or any job to which they are assigned temporarily during the Transition Period.

(b) Trades

For the trades, this **may** require either specialized training on the new technology that is required for the jobs in which they are permanently placed. Those **tradespersons determined to be surplus will be eligible to apply for and write for any apprenticeship openings.**

5. Union Trainers

(a) The Company agrees that permanent full-time trainers in the new technology will be drawn from the bargaining unit within their respective seniority group and shall be live-filed at the gangleader rate for those duties. The selection will be based on seniority, skills and ability.

(b) During periods of time where the workload does not require permanent trainers, the permanent trainers shall be assigned other duties as required.

(c) The Union recognizes there may be a need for temporary trainers in both the old and new technology throughout the transition and that these temporary positions will be paid at the gangleader rate while they are performing these duties. The selection will be based on seniority, skills and ability.

(d) During periods of time where the workload does not require temporary trainers, the temporary trainers shall return to their live filed jobs.

6. Special Provisions Relating to the Transition

The Union recognizes that the Company requires flexibility in making temporary assignments and transfers during the transition period. The parties agree to the following:

(a) There may be occasions where time limits associated with temporary assignments shall not apply, e.g.

- (i) Employees awaiting a new job they have claimed in the new technology.

- (ii) Surplus employees assigned to other duties awaiting a full time job to become available.

(b) Reassignment – Seniority Group A

During the transition period employees within Seniority Group A may exercise their right to reassignment based on their seniority rights. Once these employees claim a job in the new technology and begin training,

24-LU-#2 (continued)

they shall be restricted from reassignment or transfer for one year after completion of their training and start date in the new job.

(c) Transfer – Seniority Group A

Subject to the provisions in 6(b) employees in seniority Group A during the transition may exercise their rights to transfer to a different seniority group pursuant to the provisions in the Collective Labour Agreement.

(d) Transfer – Seniority Groups B, C and T

Employees from other seniority groups shall be restricted from transferring into Seniority Group A until all surplus regular employees have been placed into a permanent job.

(e) During the start up and commissioning phases of the modernization project regular full time employees will be assigned to work with contractors where possible. This is to give permanent full time employees the opportunity to develop skills and knowledge to operate or maintain such equipment and processes during the normal operation phase of the plant.

LETTER OF UNDERSTANDING

24-LU-#3

TRANSITION COMMITTEE MANDATE

ENTERED INTO THIS 17th day of April, 2007

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding the structure of a joint committee for the purpose of addressing workforce issues arising from the transition from old to new technology.

1. Upon ratification of the new Collective Agreement, the parties shall establish a Transition Committee comprised of three (3) members appointed by the Company and three (3) members appointed by the Union.
 - (a) Upon final Board approval and prior to the start of construction the Transition Committee will convene on a full time basis.
 - (b) During periods of time where the workload does not require the committee to meet on a full time basis, the Union Committee members will return to their regular live filed positions.
2. Meetings will be scheduled once a month or as required.
3. The earnings of the Union members of the Committee shall be maintained as provided for in Article 4.03 and 26.02.

4. The mandate of the Committee shall be to reach agreement respecting any workforce issues that arise from the transition of old to new technology ensuring minimal disruption to plant forces, production and safety requirements during the construction and commissioning stages. Final approval of agreements reached by the Transition Committee will rest with the Management Team and Union Executive. The agreements must recognize, support and facilitate the achievement of the commitments made by the Company and the Union in paragraph 11 of the "Terms of Reference to Re-open Negotiations".
 - (a) In the event the Committee cannot reach agreement on recommendations respecting an issue the following shall apply:
 - (i) Having fully discussed the issue and explored the alternatives, the issue will be referred to the Management team and the Union Executive with a detailed report of the issue and the reason(s) the Committee could not come to an agreement.
 - (ii) If the Management team and the Union Executive are unable to resolve the issue, the parties agree to utilize the provincial Government Mediation Services.
5. In considering its mandate, the Committee shall also use as guidance the joint commitments set out in Letter of Understanding 26-LU-#5, and the objectives set out in paragraph e) of the Preamble to the "Terms of Reference to Re-open Negotiations":
 - (a) Achievement of world class levels of overtime and productivity;
 - (b) Access to earned or planned leave;
 - (c) The safe and efficient operation of the plant;
 - (d) A smooth transition from the old to new technology;
 - (e) The analysis of the workload in the plant and, where possible, through flexibility, identify jobs/tasks which can be performed by the bargaining unit thereby reducing the overall impact to the workforce.
6. To achieve its objectives and ensure all interests are addressed, the Transition Committee shall consult with existing Joint Committees as applicable and, where required, request their assistance respecting the following:
 - (a) Ergonomics
 - (b) Health, Safety & Environment
 - (c) Workforce levels
 - (d) Job Classification
 - (e) Defining skills required
 - (f) Defining redundancies
 - (g) Identifying temporarily not required jobs
 - (h) Training
 - (i) Workforce utilization
 - (j) Accommodated workers.

7. The Company and Union will commit to the Transition Committee the required resources to allow the Committee to meet all deadlines imposed on them during the construction and commissioning of the Modernization Project. The parties agree the requirements of the Modernization Project and its deadlines have priority. Therefore issues which cannot be agreed upon shall be placed in the resolution process, as described in 4 (a) of this letter of understanding, the grievance procedure, or any other process as may be agreed upon by the parties, and shall not delay the project.

LETTER OF UNDERSTANDING

24-LU-#4

TRANSITION EMPLOYEES

ENTERED INTO THIS 18th day of April, 2007. Updated July, 2012.

The purpose of this Letter of Understanding is to establish the details of the employment of the non-permanent group of employees that the Company and the Union agreed are needed throughout the Modernization Project and Transition period during the life of the new CLA.

1. The Company and the Union agree that the Company has the right to hire a group of non-permanent employees to address the Company's short-term needs throughout the Modernization Project and Transition period. These non-permanent employees shall be classified as Transition Employees.
2. The Transition employees shall be utilized for the following reasons;
 - (a) The replacement of regular employees to allow them to be released for training and operation of the new technology (i.e. pre-bake).
 - (b) To free up regular employees for the commissioning, start-up and operation of the new technology.
 - (c) To supplement regular employees for the start-up of the new technology.
 - (d) Transition employees may be utilized to supplement the regular and temporary employees in the decommissioning of the old technology and related duties involving the salvaging of this infrastructure.
 - (e) For the purpose of minimizing contracting out, transition employees will be utilized to replace attrition of regular employees in those departments required to operate until KMP. Nothing in this paragraph removes the Company's right to reorganize departments to make best use of the regular workforce.**
3. The Union shall, at the time of induction, make clear to the Transition Employees that due to the temporary nature of the available work under this letter, Transition Employees shall not acquire or accumulate seniority or any of the other rights of regular or temporary employees under the provisions of the Collective Labour Agreement.
4. There will be a reporting system developed for the Union to access information regarding the usage of Transition Employees. The information will include the name, location and position they are filling and who they are replacing and for what reason.

5. The Company commits to the continued use of temporary employees as it currently does and at no time shall the Transition Employees be used in place of a Temporary Employee.
6. The Company shall keep record of the number of hours worked by Transition Employees for the purpose of:
 - (a) Access to benefits available depending on number of hours worked and
 - (b) Order of eligibility for further employment in the event a position becomes available in the temporary employee pool.
 - (i) In the event such employment is offered the employee shall enter the system with zero (0) hours of seniority.
 - (ii) A Transition Employee who is offered and accepts employment in the temporary employee pool shall continue to receive the benefits to which the employee was entitled as a Transition Employee and have any hours worked as a transition employee credited towards entitlement to future benefits as a temporary employee.
7. Transition Employees may be discharged for any reason provided that the discharge does not violate human rights legislation or Article 3 of the Collective Labour Agreement.
8. The following provisions of the Collective Labour Agreement shall apply to Transition Employees: Article 1.03(a), Article 2, Article 3, Article 4.01, Article 5, Article 7, Article 11.01, Article 14.02 & 14.08, Article 15, Article 16, Article 18, Article 19, Article 20.01, Article 20.02, Article 20.09, Article 20.17, Article 21.01, Article 21.05, Article 21.06, Article 21.07, Article 21.08, Article 21.09, Article 22.03 and 17-LU-#2.
9. Transition Employees shall be entitled to vacation and vacation pay, pregnancy leave, parental leave, family responsibility leave, compassionate care leave, bereavement leave and jury duty leave in accordance with the provisions of the Employment Standards Act.
10. Each actively employed Transition Employee shall be eligible for coverage under the Medical Services Plan of BC and the Company shall pay one hundred percent (100%) of the premium cost of coverage. Coverage shall cease upon termination from employment.
11. Upon working one thousand five hundred (1,500) hours, each actively employed Transition Employee shall be eligible for coverage under the following benefit plans:
 - (i) Pacific Blue Cross Extended Health Benefit Plan, Schedule A,
 - (ii) Pacific Blue Cross Medical Travel Benefits Plan,
 - (iii) Pacific Blue Cross Dental Plan Coverage as per Article 34,
 - (iv) Pacific Blue Cross Extended Health Benefit Plan, Vision Care,
 - (v) The Company shall pay the premiums for the coverage. Coverage shall cease upon termination from employment,
 - (vi) In the event compulsory government sponsored medical service plans are expanded or instituted to cover all or any of the benefits included in the Plans listed above, the Plan(s) listed above shall be amended to exclude the new benefits provided by the government sponsored plans and the

24-LU-#4 (continued)

Company's contributions to the monthly premium cost adjusted accordingly.

12. Nothing in this letter of understanding shall affect the Company's rights under Article 5 and Article 23 of the Collective Labour Agreement to engage contractors to perform work associated with the commissioning and startup of the new technology.

LETTER OF UNDERSTANDING

24-LU-#5

Operations and Services in New KMP

ENTERED INTO THIS ____ day of July, 2012.

BETWEEN:

**RIO TINTO ALCAN PRIMARY METAL – BRITISH COLUMBIA
(Hereinafter referred to as the “Company”)**

AND:

**CANADIAN AUTOMOBILE WORKERS, LOCAL 2301
(Hereinafter referred to as the “Union”)**

Whereas, it is understood that the Collective Labour Agreement defines the limitations of contracting out of activities related to T – Trades seniority groups.

And whereas, this Letter applies to activities related to operations and services, typically A - Reduction, B – Casting (Metal and Metal movement), and C – Support Services, seniority groups.

And whereas, it is understood that the Union has expressed concerns regarding the usage of contractors for activities performed at Kitimat Works.

And whereas, it is understood that the majority of bargaining unit operations work in the new Kitimat Works smelter shall be performed by bargaining unit employees in an effort to preserve an internal expertise to maintain process efficiency.

And whereas, it is understood that the Company has expressed concerns to maintain the competitiveness of Kitimat Works and feel it is essential that the work organization continues to evolve and the smelter is able to seize opportunities to improve this competitiveness.

And whereas, it is understood that this Letter applies to the new Kitimat Modernization Project (KMP) smelter operations and not the existing smelter operations. Positions identified as non-core in Appendix B will not incur lay off as a result of contracting out. This Letter will be effective two years after the start of the first pot in the new KMP.

The Parties agree as follows:

1. **The operations activities related to the operation of our core reduction processes, casting and anode production will continue to be carried out by RTA bargaining unit employees. The core activities that cannot be contracted out are described in Appendix A.**

2. Notwithstanding the foregoing, in circumstances beyond the immediate control of the Company, for a period not exceeding one hundred and twenty (120) days the Company may contract out work related to the reduction processes, casting and anode production (Appendix A). Under no circumstances will these contractors be used to replace absent employees, to fill vacancies or to meet needs related to illness, injury, holidays and vacations. The Company agrees, prior to using these contractors, all temporary employees currently on lay off will be recalled. These temporary employee hours will be removed from the 6.5% calculation.
3. The non-core activities that can be contracted out are those that are described in Appendix B.
4. The sum of hours worked, that are contracted out from Appendix B (on-site and off-site) will not exceed during a calendar year, ten (10) percent, of all hours worked by UNIFOR 2301 bargaining unit employees in A- Reduction, B – Casting (Metal and Metal Movement) and C – Support Services (Appendix A + B). Effective 1 January, of the year in which the new CLA expires, this will increase to fifteen (15) percent. Hours worked by temporary staff will not be part of this calculation.
5. On a monthly basis, the Company will provide the union with information on hours worked by UNIFOR 2301 bargaining unit employees in A- Reduction, B – Casting (Metal and Metal Movement) and C – Support Services, as well as the contracted out hours covered by Appendix B.
6. If, at the end of a calendar year, the Company has exceeded the maximum number of hours of contracted out work provided for under paragraph 4 above, the maximum hours for the following year shall be reduced by the number of hours equal to the number of hours that were in excess of the maximum limit the previous year.
7. In no event will the introduction of contracting out in the non-core activities result in:

 - i. The direct layoff of an employee;
 - ii. Failure to recall a regular status laid off employee.
8. The Parties shall agree on measures to avoid, wherever possible, the interaction between bargaining unit employees and contractors.
9. Effective the signing of the CLA, if the Company introduces a new KMP job at Kitimat/Kemano typical of work which has been previously performed by a UNIFOR 2301 bargaining unit employee, and had not previously been disclosed to the Union, the job, including a complete job description, will be tabled at the first scheduled Labour Relations Committee meeting. The Labour Relations Committee will determine at that meeting which Appendix (A or B) the work will be classified.

If the parties at the Labour Relations Committee cannot come to agreement in which category a new job should be classified, then the

following will occur, all of which will in no way impede the operation of Kitimat Works:

- a) The Company and Union will contact the named arbitrator [*one of the two agreed to by the Parties in Article 7.14*] to arrange for an expedited arbitration to settle only the following matter: whether the position in dispute should be classified in Appendix A or Appendix B.**
- b) The expedited arbitration shall be heard by the arbitrator within sixty (60) days of having contacted the arbitrator pursuant to paragraph (a) above.**
- c) The arbitrator shall consider the following relevant factors in determining whether the position should be classified in Appendix A or Appendix B:**
 - i. The work duties of the KMP activities or positions as they relate to the activities/positions expressly set out in Appendix A and Appendix B.**
 - ii. The activities in Appendix B will be considered non-core, those activities related to services, handling and transportation.**
- d) The arbitrator shall provide his/her decision within thirty (30) days of the conclusion of the expedited arbitral hearing.**

Appendix A

Position	Description	Organization
Coke/Cal Operators	Control , Operator	Carbon
Anode Paste Plant Operators	Aggregate, forming, recycling & Spare	Carbon
Anode Bake Furnace Operators	Fire control, Furnace inspection	Carbon
Anode Rodding Shop Hot side	Pouring & Furnaces	Carbon
Anode Rodding Shop Cold Side Truck drivers	From south to north, anode and butts	Carbon
Anode Rodding Shop Cold side	Inspection, alarms, bath cleaning	Carbon
Anode Rodding Shop Bath Collection	Cold side	Carbon
Crucible Cleaner Operations		Casting
Casting Serviceperson	Alloys, prep table, casting tools	Casting
Operators Hot metal transport		Casting
Sheet Operators	DC4 Operations	Casting
Ingot Operators	SLCM Operations	Casting
Rail Crew Activities		Casting
Wharf Operators		Casting
Cold Metal Transport	Casting to Terminal B	Casting
Power engineers		Plant Services
System Operators		Power
Operators GTC	Monitoring & adjustment	Plant Services
Control operators		Reduction
Reduction operators		Reduction
Process control Operators	Liquid control, Opening tending holes	Reduction

Appendix B

Position	Description	Organization
Lube person		Carbon
Flue Wall Repairperson	Small repairs ABF	Carbon
Tool Crib Attendants		Maintenance
Lube person		Maintenance
Warehouseperson		Maintenance
Janitors		Plant Services
Conveyor Operators	Conveyor Alumina	Plant Services
Mobile equipment operator - Kemano		Power
1st aid, trades helper - Kemano		Power
Kitimat First Aid Attendants		Human Resources
Pot Tending Assembly vacuuming		Reduction
Pot dismantling and cleaning		Reduction / Plant Services

Article 25 - KEMANO PROVISIONS

25.01

Employees employed at Kemano shall receive a special premium of \$4.85, **(effective 24 July 2012, this benefit shall increase to \$4.90, effective 24 July 2013, this benefit shall increase to \$4.95, effective 24 July 2014, this benefit shall increase to \$5.00, effective 24 July 2015, this benefit shall increase to \$5.05, effective 24 July 2016, this benefit shall increase to \$5.15)**, an hour for all hours worked, and shall continue to receive the premium as long as they remain continuously employed at Kemano. The Kemano premium shall not be subject to increase in amount as a consequence of hours worked at overtime or any other multiple time rate. This premium is the only one applicable to Kemano employees excluding the eight (8) hour statutory holiday premium, overtime and night shift premium should Kemano employees be scheduled to work night shift.

25.02

Employees shall receive a special premium of \$4.85, **(effective 24 July 2012, this benefit shall increase to \$4.90, effective 24 July 2013, this benefit shall increase to \$4.95, effective 24 July 2014, this benefit shall increase to \$5.00, effective 24 July 2015, this benefit shall increase to \$5.05, effective 24 July 2016, this benefit shall increase to \$5.15)**, an hour for all hours worked in Kildala, West Tahtsa, Kenny Dam and/or Skins Lake Spillway provided the employee is required to stay overnight.

25.03

A Kitimat employee shall receive the Kemano premium of \$4.85, **(effective 24 July 2012, this benefit shall increase to \$4.90, effective 24 July 2013, this benefit shall increase to \$4.95, effective 24 July 2014, this benefit shall increase to \$5.00 effective 24 July 2015, this benefit shall increase to \$5.05, effective 24 July 2016, this benefit shall increase to \$5.15)**, an hour for all hours worked at Kemano.

25.04

Employees at Kemano shall schedule Compensating Shifts Off in conjunction with other earned leave such as Floating Holidays, Statutory Holidays, etc, to cover a complete shift rotation. Notwithstanding the foregoing, Compensating Shifts Off may be taken in blocks of less than a complete shift rotation provided such time is taken in Kemano and does not exceed four (4) hours per rotation. It is understood the Company will not provide transportation out of Kemano.

25.05

A sub-committee will address any safety issues arising out of the new Kemano structure, including the necessity of leaving in case of an emergency.

25.06

Any job changes identified in Kemano will be referred to the Job Evaluation Committee

25.07

A qualified employee assigned by the Company to work outside their normal job in the capacity of "Deck Hand" or "Marine Engineer" on the Kemano boat, shall be paid a premium of 0.5 times their hourly rate for all hours so worked.

LETTER OF UNDERSTANDING

25-LU-#1

Kemano Job Transfers & Re-assignments

ENTERED INTO THIS 1ST day of September, 1998.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

25-LU-#1 (continued)

The Company and the Union recognize the unique situation of Kemano in regard to location, and means of access and lack of facilities and that Kemano may not be a suitable workplace for all employees.

In determining the acceptability of transfers to Kemano the lack of Kemano medical facilities to meet the needs of the employee will therefore be taken into consideration.

Additionally, the Company has the right to transfer an employee out of Kemano if, in the opinion of the employee's physician and the Occupational Health Consultant (qualified medical doctor), and/or the Employee Assistance Consultant, the employee has a specific chronic medical condition which cannot be adequately treated with the medical facilities in Kemano.

LETTER OF UNDERSTANDING

25-LU-#2

Kemano Camp Committee

ENTERED INTO THIS 15th day of June, 2012.

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding the structure of a joint committee for the purpose of providing a forum to raise and discuss Kemano Camp issues, both inside and outside of work hours.

1) Authority

- (a) The Committee will have the authority to discuss, negotiate and recommend changes to the CLA as specifically related to the Kemano Camp.**
- (b) The parties agree issues will be resolved on their merits. Where fair independent standards exist, they will be used wherever possible by the Committee.**
- (c) When issues raised at the Kemano Camp Committee cannot be resolved at the Committee, either party may bring the issue to the Kitimat Labour Relations for resolution.**

2) Composition

The Company and the Union will each appoint (3) members to the committee. The Union members of the Committee will consist of one (1) Union Executive officer and one (1) Kemano member from each of the two (2) Kemano crews.

3) Meeting

- (a) The Committee will meet on a quarterly basis.**
- (b) The Company agrees to cover the wages and travel costs for the committee meetings.**
- (c) The parties further agree that an agenda reviewed quarterly will consist of the following:**
 - Accommodation**
 - Meals**
 - Social/ Recreational Activities**
 - On Site Facilities**
 - Transportation**
 - Other**

LETTER OF UNDERSTANDING

25-LU-#3

Kemano Employees Temporary Placement in Kitimat

ENTERED INTO THIS 1ST day of September 1988 **UPDATED, June 2012**

Compassionate Reasons

Without limiting the right of the Company to make assignments, reassignments and transfers to meet the needs of the operation, the Company recognizes that a Kemano employee may have compassionate reasons to be temporarily assigned at Kitimat Works.

In such circumstances, the Company will make every reasonable effort to temporarily place an employee in Kitimat Works for the time the employee needs to be in Kitimat. Such temporary placements will normally be for time periods of two (2) weeks or greater.

Reasons for such temporary placements may include, but are not necessarily limited to:

1. Spouse is in Kitimat for the purpose of childbirth;
2. Employee requires repetitive outpatient treatment in Kitimat that cannot be obtained in Kemano;
3. The spouse or a dependent of the employee is hospitalized with a critical or terminal condition.
4. When a member of the boat crew is returning to work from injury or illness, and is in Kitimat, Management will make reasonable efforts to return the employee to work at the earliest opportunity. Boat crew members returning to work from injury or illness in Kemano will return to regular duties when the boat is in Kemano, and if the boat is not in Kemano, alternate work will be provided for the employee until the boat returns.
5. **When a Kemano employee is returning to work from bereavement leave or an appointment with a medical specialist, and is in Kitimat, Management will provide alternate work for the employee until transportation becomes available.**

The Company will judge any such request for temporary placement for compassionate reasons on its own merit.

Non-Compassionate Reasons

When a Kemano employee is in Kitimat, and is returning to work in Kemano, and transportation is not available due to weather or repair, the Company agrees to provide alternate work for the employee until transportation becomes available.

LETTER OF UNDERSTANDING

25-LU-#4

Kemano Transportation & Shift Schedule

ENTERED INTO THIS _____ day of July, 2005

The purpose of this letter of understanding is to record the agreement between the parties regarding the shift schedule, the exchange of crews and the mode of transportation for Kemano employees.

25-LU-#4 (continued)

Those employees working in Kemano will work a compressed work week as set out in the shift schedules attached.

The following shift schedule applies to Kemano only:

<u>Department</u>	<u>Shift Schedule</u>
Kemano Night Shift	88
Kemano Day Shift	89

The right to arrange the days of work during the week and to assign each employee to a specific arrangement shall remain with the Company. The Company undertakes to ensure that each regular employee will be assigned work days in consecutive order.

It is further agreed the exchange of crews will take place in Kemano. As a result, there shall be cleaning of the 24-Plex between occupants.

During the term of this agreement the primary mode of transportation shall be by boat. The Company reserves the right to review the mode of transportation during the next set of negotiations.

Any overtime incurred as the result of traveling into and out of Kemano will be paid the overtime rate as per Article 18.

It is agreed that all remaining terms of the Collective Labour Agreement remain in force with the following exceptions:

1. Article 4.02 (f)
The days of leave granted to each employee under this Article will equal the number of days in one shift rotation for Kemano employees.
2. Article 12.03
Paid leave granted under this Article will be granted as follows, at the preference of the employee:
 - (a) eight (8) hours per day for four (4) days; or
 - (b) twelve (12) hours per day to a maximum of thirty-two (32) hours.

Additional time off within the four days must be taken as banked time before a leave of absence without pay will be granted.

3. Article 12.05
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee's earnings as specified in each section.
4. Article 13.01
For employees working in Kemano, vacations shall be scheduled in unbroken periods to cover a complete shift rotation.
5. Article 14
A Statutory Holiday for payment purposes will commence 7:00 p.m. the previous day and end at 7:00 p.m. on the Statutory Holiday.
6. Article 15
Shift premium will be paid on the night shift only (7:00 p.m. – 7:00 a.m.). This shift premium shall be calculated as follows:

(8 hours at afternoon shift premium + 8 hours at midnight shift premium / 12 hours)

7. Article 16
Weekend Premiums do not apply to the regular Kemano employees.
8. Article 17.01
For those on Kemano Shift Schedule 88/89, the hours of work shall be as per the shift schedules attached.
9. Article 17.03 (c)
The time between regular shifts without attracting overtime payment shall become twelve (12) hours.
10. Article 17.03 (d) (iii)
For those on Kemano Shift Schedule 88/89, this Article shall read “after they have completed their regularly scheduled shifts in the same shift rotation”.
11. Article 17.05 (a)
The starting and stopping times for employees on Kemano Shift Schedules shall be as per the shift schedules attached.
12. Article 19.01 (a)
For those employees working twelve (12) hour days the length of the prior notice when informing them that they are not required for work on their next regular shift becomes twelve (12) hours.
13. Article 26.02
In each case the amount of pay awarded by the Company shall be sufficient to maintain the employee’s earnings as specified in each section.
14. Appendix V – 4(d)
It is agreed that the Company will maintain the wages of Union Job Evaluation Officers for only eight (8) hours a day while they are actually involved in job evaluation duties.

Kemano Shift and Hours of Work: 12 Hour Day Shift

An eight and a half (8.5) and seven and a half (7.5) hour shift with 12-hour days, ninety-four (94) hours worked per shift (see Figure “A” for a graphic representation of the shift).

Shift Details

Day 1

Workday hours - 9:00 a.m. to 8:30 p.m.

- 3 hours paid at overtime (travel in)
- 8.5 hour workday
 - 7 hours paid at straight time
 - 1.5 hours paid at overtime

Total hours on day 1 11.5

Day 2-7

Workday hours - 7:00 a.m. to 7:00 p.m.

- 12 hour workday x 6 days

Total hours on days 2-7 72

Day 8

Workday hours - 7:00 a.m. to 2:30 p.m.

- 7.5 hour workday
 - 7:00 a.m. to 12:00 noon - work
 - 12:00 noon to 12:30 p.m. - shower
 - 12:30 p.m. to 1:00 p.m. – lunch
 - 1:00 p.m. to 2:30 p.m. – change over meeting
 - 2:30 p.m. – leave Kemano

25-LU-#4 (continued)

- 3 hours paid at overtime (travel out)
- Total hours on day 8 10.5

Total hours 94
 25-LU-#5 (continued)

- Ninety-four (94) hours per shift rotation paid at the negotiated premium (for all hours worked).
- Eighty (80) hours per shift rotation to be paid at straight time.
- One and a half (1.5) hour per shift rotation to be paid at overtime as per Article 18.
- Six and a half (6.5) hours per shift rotation to be banked as CSO.
- Time spent in travel on days 1 & 8 will be paid at the overtime rate.

General

- Paid rest breaks and meal breaks
- Lunch at 12:30 p.m., Dinner at 6:30 p.m.
- Lunch and Dinner to be provided outside of the powerhouse (in the staff house).

Figure A

‘An Eight and a half (8.5) and seven and a half (7.5)’ hour shift with 12-hour days, ninety-four (94) hours worked per shift rotation. Time spent in travel will be paid at the overtime rate.

This shift schedule for a two-week period can be illustrated as follows:

	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu
A	Travel in Work 8.5	12	12	12	12	12	12	Travel Out Work 7.5	OFF	OFF	OFF	OFF	OFF	OFF	Travel in Work 8.5
B	Travel Out Work 7.5	OFF	OFF	OFF	OFF	OFF	OFF	Travel in Work 8.5	12	12	12	12	12	12	Travel Out Work 7.5

Kemano Shift and Hours of Work: 12 Hour Night Shift

See Figure “B” for a graphic representation of the shift.

Day 1

- Workday hours – 7:00 a.m. to 2:00 p.m.
- 3 hours paid at overtime (travel in) 3
 - 4 hour work day
 - 2.5 hours CSO 2.5

25-LU-#4 (continued)

– 1.5 hours paid at overtime 1.5
 Total hours on day 1 7

Day 2-8

Workday hours - 7:00 p.m. to 7:00 a.m.

- 12 hour workday x 7 days
 - 80 hours paid at straight time 80
 - 4 hours CSO 4
- 3 hours paid at overtime (travel out) 3

Total hours on days 2-8 87

Total hours 94

- Ninety-four (94) hours per shift rotation paid at the negotiated premium (for all hours worked).
- Eighty (80) hours per shift rotation to be paid at straight time.
- One and a half (1.5) hours per shift rotation to be paid at overtime as per Article 18.
- Six and a half (6.5) hours per shift rotation to be banked as CSO.
- Time spent in travel on days 1 & 8 will be paid at the overtime rate.

General

- Paid rest breaks and meal breaks.
- Operators on night shift will take meals with them into the powerhouse.

Figure B - 94 hour worked per shift rotation

The shift schedule for a two-week period can be illustrated as follows:

	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu
A	Travel in Work 4	12	12	12	12	12	12	Travel Out Work 12	OFF	OFF	OFF	OFF	OFF	OFF	Travel in Work 4
B	Travel Out Work 12	OFF	OFF	OFF	OFF	OFF	OFF	Travel in Work 4	12	12	12	12	12	12	Travel Out Work 12

LETTER OF UNDERSTANDING

25-LU-#5

Kemano Marine Engineer

ENTERED INTO THIS _____ day of July, 2005

The purpose of this letter of understanding is to record the agreement between the parties regarding the employee who is the incumbent in the job classification of Marine Engineer, job code 829500.

25-LU-#5 (continued)

Employee Syed Ali (6-00689), who is the incumbent in the job classification of Marine Engineer, job code 829500 shall:

1. Work in Kitimat when not transporting employees to Kemano.
2. Work a ten (10) hour shift which shall be administered in accordance with Letter of Understanding 17-LU-#5.
3. Receive the Kemano premium as per Article 25 for all hours worked, and shall continue to receive this premium as long as he remains in this job classification. This premium applies to the current incumbent only and will not be applicable to any employee transferring into or assigned to the above job classification.

LETTER OF UNDERSTANDING

25-LU-#6

Kemano Camp Accommodations

ENTERED INTO THIS 19th day of June 2012

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

The purpose of this letter of understanding is to establish an agreement on accommodations for regular Kemano Camp employees during the life of this agreement.

The Company and the Union recognize that Kemano Camp requires employees to live on site for significant blocks of time.

In view of this, the company agrees that the minimum standard of accommodation for regular Kemano employees will be a dwelling as defined in the 2009 British Columbia Industrial Camps Health Regulations. Kemano Regular employees will not be relocated to construction type trailers. In addition, each dwelling will contain its own full bathroom.

LETTER OF UNDERSTANDING

25-LU-#7

Kemano Emergency Response Boat

The purpose of this Letter of Understanding is to record the agreement reached between the parties with respect to the operation of the Kemano Emergency Response Boat.

The parties agree that the Kemano Emergency Response Boat Captain (Master of Vessel) will be recognized as staff work.

Notwithstanding this, the work as Captain will first be offered as temporary staff work to UNIFOR 2301 members of the Kemano Emergency Response Crew who have successfully completed the required certifications. In the event that trained UNIFOR 2301 members of the Kemano Emergency Response Crew are unavailable, trained staff will perform this responsibility.

LETTER OF UNDERSTANDING

25-LU-#8

Mate, Command Endorsement

ENTERED INTO THIS _____ day of July, 2012.

This letter is to confirm that Mr. Raymond Stohl (6-87365) and Mr. Pierre Canuel (6-12749), who are incumbent in the job classification Mate, Command Endorsement, job code 256710, will be grandfathered to Trades for wage rate and pension purposes. Should either of the incumbents elect to leave this position, they shall forfeit this benefit.

Article 26 - MISCELLANEOUS PROVISIONS

26.01

It shall be the responsibility of the employee to:

- (a) Keep their immediate Supervisor informed at all times of their current address and nearest telephone number.
- (b) Notify the Union of changes of address, telephone numbers and beneficiaries.
- (c) Ensure their annual pension and benefits statement is current and accurate and if not to contact Oracle Financial Services.

26.02

An employee's earnings shall be maintained for time spent on training courses, lectures, conferences or Union-Company committee meetings, if given on Company time and the employee's attendance is required by the Company or provided for in the Collective Agreement. Maintenance of earnings, wherever used throughout this Collective Agreement, shall mean payment by the Company to the extent of the loss of total earnings of each of the employees concerned, for regularly scheduled working hours not worked by virtue of attendance at such functions.

LETTER OF UNDERSTANDING

26-LU-#1

Employees Reviewing Their Files

ENTERED INTO THIS 1st day of September, 1988.

The purpose of this Letter of Understanding is to record the practice respecting employees reviewing their own file.

Personnel/Employment File

To view this file the employee can make an appointment with Human Resources.

Personal File (Supervisor's)

To review this file, an employee contacts their Supervisor to discuss the particular concern they may have and to set up a mutually agreeable meeting.

Employee Adding Information to File

26-LU-#1 (continued)

In the event an employee disagrees with a statement in their file or feels a need to clarify a situation, they will be allowed to add a statement to their employment and personnel file.

LETTER OF UNDERSTANDING

26-LU-#2

First Aid Attendants Training

ENTERED INTO THIS 26th day of July, 1996.

The intent of this Letter of Understanding is to record the agreement between the parties regarding regular First Aid Attendants and temporary employees with Company Seniority (CS) when they work as First Aid Attendants.

Upon successful completion of the **W.S.B.C.** Occupational First Aid and Industrial Audiometric Certification Course, as required by the **W.S.B.C.** regulations, Management agrees to maintain the employee's earnings for class time spent on these courses and to maintain the wages on the day on which the final exam is scheduled. In addition, Management will reimburse the tuition costs of these courses upon successful completion.

Management agrees to pay reasonable accommodation, transportation and food allowance when courses are not available in Kitimat and are scheduled out of town.

LETTER OF UNDERSTANDING

26-LU-#3

Joint Pension Committee

ENTERED INTO THIS 21st day of July, 1999

The Parties agree there will be one meeting per year regarding the **Rio Tinto Alcan** Pension Plan. No more than four members representing the hourly-paid employees will attend. The meeting will involve representatives of the **Rio Tinto Alcan** Pension Plan in order to discuss the Plan's design and investment, etc.

LETTER OF UNDERSTANDING

26-LU-#4

Joint Benefits Committee Mandate

ENTERED INTO THIS 29th day of February 2002

A Benefit Committee will be established and maintained by Management and the Union.

1. Purpose

This Committee will provide a forum for:

- the communication of the benefits program;
- the communication of related information;
- each party to raise issues related to the benefits program.

2. Authority

(a) The Committee will have the authority to discuss, negotiate and recommend changes to the Collective Agreement, as they specifically relate to the benefits program.

26-LU-#4 (continued)

- (b) Where a matter is being addressed by the Benefits Committee, the matter will not be dealt with in another committee, unless so directed by the Committee.
 - (c) The Parties agree issues will be resolved on their merits. Where fair independent standards exist, they will be used wherever possible to resolve disputes in a principled manner.
 - (d) For bargaining unit employees, the Joint Benefits Committee shall, as part of their mandate review the master policies of benefit plans, financial reports and the past financial history. The Committee shall meet with the carriers of the benefits plan no less than annually to review all aspects and services provided.
3. Composition
- (a) There will be six (6) members of the Committee. Three (3) members will be appointed by Management, and three (3) members will be appointed by the Union.
 - (b) Representatives from the **Rio Tinto Alcan** Pension Plan and other carriers of the current benefits plan may attend the meetings.
4. Meeting Frequency
The Committee will meet on a quarterly basis.
5. Courses/Seminars
Wages, course fees and reasonable travel costs will be paid by the Company for two (2) Union Benefit Representatives to attend relevant conferences, courses, seminars or conventions once per calendar year provided such courses etc., are acceptable to the committee.
6. Review
The parties recognize and agree the Benefits Committee may need to be reviewed in the future. Where required, the Parties will re-negotiate this Mandate to improve and enhance the resolution of benefit issues. Either Party may give written notice of intent to re-negotiate the Letter, and the Parties will, within thirty (30) calendar days, meet and mutually agree on the terms of this Mandate. Failure to reach mutual agreement within the thirty (30) calendar day period will mean this Mandate is null and void.

LETTER OF UNDERSTANDING

26-LU-#5

Organizational Change

ENTERED INTO THIS _____ day of July, 2005

Whereas the parties agree a well-structured and efficient plant reflects positively on the safety, health and well-being of the employees and ensures the ongoing viability of the plant.

And

Whereas – there is a need to stabilize the workforce to have regular work completed in a safe and efficient manner, with a support group that ensures negotiated rights such as, earned leave, sabbaticals, transfers and reassignments are met.

And

26-LU-#5 (continued)

Whereas – contracting out has become an issue and there is a need to develop ways to keep work within the workforce.

And

Whereas – the Company has indicated the need to restructure the plant to improve its overall safety performance, efficiency and viability.

And

Whereas – there is potential for expansion / rebuild / retrofit of Kitimat Reduction technology there will be a need for both parties to discuss transition agreements, **workforce** levels, plant demographics, training etc.

And

Whereas - the issue of overtime has to be addressed.

Therefore the Union and Company agree to the following

1. The Labour Relations Committee will meet monthly, or as required, and will openly discuss overall plant structure and the future of Kitimat / Kemano works.
 - A process that insures Union / membership input by developing a system where by focus groups will be formed, to bring together company, UNIFOR and crew representatives, to address organizational change, workforce stability, support issues and continuous improvement initiatives.
 - The focus groups will report back to the Labour Relations Committee and any issues arising out of the focus groups can be resolved at this level.
2. That Health, Safety and Environment must be a priority in any change process.
3. To ensure any proposed structure and process respects the CLA, Union and Management rights. It is understood, this Letter of Understanding does not supercede the CLA or Management's right to reorganize nor the Union's right to grieve.
4. Structured job evaluation to establish fair compensation to employees for additional duties, responsibilities and accountabilities.
5. To develop a method to compensate employees for achieved measurable improvements to be determined by the committee.
6. A system to promote the minimizing of contracting out and the maximizing of work done by plant forces.
7. The potential for expansion / rebuild / retrofit requires the parties to pursue the development of a transition agreement.

LETTER OF UNDERSTANDING

26-LU-#6

Posting of Ship's Arrival

ENTERED INTO THIS 1st day of September 1988.

This letter outlines the Company's intent with respect to the posting of the estimated times of arrival for ships at the wharf.

It is the Company's intent to post the most recent Estimated Times of Arrival of ships at the wharf, as soon as available to wharf supervision.

LETTER OF UNDERSTANDING

26-LU-#7

Retirees' Current Mailing Address

ENTERED INTO THIS 27th day of June 1996

The Company agrees to allow the Union to place Union information in the package given to all hourly employees immediately prior to their retirement.

The Company will provide, on an annual basis, a current list of retirees and their mailing address.

LETTER OF UNDERSTANDING

26-LU-#8

High Time
(Other than Line Crew)

While working at an elevation of twenty-six (26) meters (eighty-five (85) feet) or more above the ground performing a task which requires fall arrest, an employee will be paid a premium equal to the employee's hourly rate at straight time.

LETTER OF UNDERSTANDING

26-LU-#9

Employee Recreation Subsidy

ENTERED INTO THIS 23rd day of July, 2012.

The Company will reimburse 40%, to a maximum of two hundred (\$200.00) dollars, per annum/employee, of the cost of a recognized physical activity or fitness club subsidy for the employee and/or their dependents. A recognized physical activity is defined as an activity which significantly contributes to cardiorespiratory endurance, plus one or more of: muscular strength, muscular endurance, flexibility, and/or balance.

Requests for reimbursement will be payable upon submission of receipts by the 31 of December of the year in which the cost was incurred.

Article 27 - TERM OF AGREEMENT

27.01

- (a) Except as otherwise specified, all the provisions of this Agreement shall be implemented on **24 July 2012**.
- (b) Subject to the provisions of sub-section (a), this Agreement shall be effective on and from **24 July 2012** to and including **23 July 2017**, and thereafter from year to year, unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is made by either party to the other party during the period beginning on 24 March of any year, commencing the year **2017**, and ending 24 April of the same year.

27.02

By agreement of the parties hereto, the provision of sub-section (2) and (3) of Section 50 of the Labour Relations Code of British Columbia are specifically excluded.

27.03

Within five (5) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signatures hereto.

On behalf of:

RIO TINTO ALCAN INC.

Mark Annibal
Jonathan Bouchard
Rachel Fournier
Gerd Kraft
Tanya Meyer
Pension & Benefit Representative, Vincent Morin

On behalf of:

CANADIAN AUTOMOBILE WORKERS, LOCAL NO. 2301

Ed Abreu
Rick Belmont
Gord Klassen
Martin McIlwrath
Chris Melo
Lucas Oke
Cam Wiebe
National Representatives, Jo-Ann Hannah
Susan Spratt

APPENDIX I WAGES RATES

The result of the 2007 collective bargaining the parties agreed to change the seniority groups of Appendix I and Appendix II to reflect the following four categories:

- A - Reduction
- B - Casting (Metal and Metal movement)
- C - Support Services
- T - Trades

GANGLEADERS

- (a) An hourly paid employee shall, while acting in the position of Gangleader over a group of employees, be paid a new hourly wage rate, which shall be their regular basic hourly wage rate or the basic hourly wage rate* of the highest paid employee under them (but not including Gangleader's pay), whichever is the greater, plus an additional of seven percent (7%) of such basic hourly wage rate.
- (b) In addition to being a working member of the bargaining unit, the role of a Gangleader shall be to relieve the Supervisor of non-administrative routine work such as
 - (a) Ensuring flow and consistency of normal work routine.
 - (b) Directing the work of employees assigned to the crew, within a general framework as outlined by the Supervisor.
 - (c) Liaison with other departments.
 - (d) Provide training to employees with respect to their job duties.
 - (e) Other duties as may be jointly agreed upon by the Company and Union.
- (c) The Company will supply the Union, on a quarterly basis, a list of all gangleaders in the Kitimat/Kemano Plant, identifying whether they are in a live filed or temporary gangleader position.
- (d) **Where it can be demonstrated an employee has worked as a Gangleader, in excess of 1400 hours in each year, for two consecutive years, the employee, except when replacing a temporary absence, will be live-filed as Gangleader. Furthermore, the parties continue to recognize the Company's right to determine whether a Gangleader is required.**

*"Red Circle Rates" (See Paragraph 8 of Appendix V of this Agreement) shall not be taken into consideration in determining the rate of pay of Gangleaders.

APPENDIX I - WAGE RATES

Seniority Group	Job Code Number	Job Classification	Job Class	Effective 24-Jul-12	Effective 24-Jul-13	Effective 24-Jul-14	Effective 24-Jul-15	Effective 24-Jul-16
A	100900	Anode Operator	24	35.959	36.858	37.780	38.724	39.886
A	114500	Cathode Liner Crew Leader	24	35.959	36.858	37.780	38.724	39.886
A	114600	Cathode Liner I	24	35.959	36.858	37.780	38.724	39.886
A	120300	Controlman Reduction	24	35.959	36.858	37.780	38.724	39.886
A	121000	Conveyorman	17	32.899	33.722	34.565	35.429	36.492
A	172200	Equipment Operator L 1 and 2	24	35.959	36.858	37.780	38.724	39.886
A	172300	Equipment Operator Sumitomo	24	35.959	36.858	37.780	38.724	39.886
A	136150	Gas Collection Operator	24	35.959	36.858	37.780	38.724	39.886
A	157300	Maintenance Person Pot Exhaust	24	35.959	36.858	37.780	38.724	39.886
A	165400	Operator Anode Paste Plant	24	35.959	36.858	37.780	38.724	39.886
A	165030	Operator Coke Calciner	24	35.959	36.858	37.780	38.724	39.886
A	165010	Operator Scrubbers Head	24	35.959	36.858	37.780	38.724	39.886
A	165750	Operator Stud Blast Lines 1 - 2	24	35.959	36.858	37.780	38.724	39.886
A	165740	Operator Stud Blast Lines 3 - 8	17	32.899	33.722	34.565	35.429	36.492
A	171103	Pot Replacement Person 3	24	35.959	36.858	37.780	38.724	39.886
A	173000	Pot Start-Up Operator (Unevaluated)	24	35.959	36.858	37.780	38.724	39.886
A	172100	Potroom Industrial Equip Driver	17	32.899	33.722	34.565	35.429	36.492
A	187800	Potroom Tool Crib & Sweeper Op 3-8	17	32.899	33.722	34.565	35.429	36.492
A	187710	Potroom Tool Crib & Sweeper Operator	17	32.899	33.722	34.565	35.429	36.492
A	175800	Repairman Stud	17	32.899	33.722	34.565	35.429	36.492
A	114940	Senior Cell Operator	24	35.959	36.858	37.780	38.724	39.886
A	101000	Support Anode Operator L1+2	24	35.959	36.858	37.780	38.724	39.886
A	154410	Wharf/APP Lube Repairperson	24	35.959	36.858	37.780	38.724	39.886
B	154400	Cast Mech Lub Repairman	24	35.959	36.858	37.780	38.724	39.886
B	119000	Conductor	24	35.959	36.858	37.780	38.724	39.886
B	122400	Crane Operator Wharf	24	35.959	36.858	37.780	38.724	39.886
B	130600	Equipment Operator Wharf	24	35.959	36.858	37.780	38.724	39.886

Seniority Group	Job Code Number	Job Classification	Job Class	Effective 24-Jul-12	Effective 24-Jul-13	Effective 24-Jul-14	Effective 24-Jul-15	Effective 24-Jul-16
B	130550	Equipment Set Up Lead Casting	24	35.959	36.858	37.780	38.724	39.886
B	183000	Master Shipper	24	35.959	36.858	37.780	38.724	39.886
B	163100	Operator "B" Casting	24	35.959	36.858	37.780	38.724	39.886
B	163000	Operator Casting Fabrication	24	35.959	36.858	37.780	38.724	39.886
B	164600	Operator Casting Machine 21	24	35.959	36.858	37.780	38.724	39.886
B	165120	Operator Homogenizing	24	35.959	36.858	37.780	38.724	39.886
B	165190	Operator Ingot Finishing	24	35.959	36.858	37.780	38.724	39.886
B	174800	Reject Metal Handler	24	35.959	36.858	37.780	38.724	39.886
B	180000	Serviceman Casting & Shipping	17	32.899	33.722	34.565	35.429	36.492
B	180010	Serviceman Electric Batteries	17	32.899	33.722	34.565	35.429	36.492
C	103100	Anode Reconditioner APP 1-LU-#6	24	35.959	36.858	37.780	38.724	39.886
C	102100	Attendant 1st Aid,Str,Trades Hlpr&Jan	24	35.959	36.858	37.780	38.724	39.886
C	102000	Attendant First Aid Level 3 Enhanced	24	35.959	36.858	37.780	38.724	39.886
C	144022	Building Serviceman	17	32.899	33.722	34.565	35.429	36.492
C	144026	Building Serviceman	17	32.899	33.722	34.565	35.429	36.492
C	144030	Building Serviceman I	17	32.899	33.722	34.565	35.429	36.492
C	122063	Crane Lubrication Serviceman	24	35.959	36.858	37.780	38.724	39.886
C	122030	Craneman Mechanical	17	32.899	33.722	34.565	35.429	36.492
C	126000	Dispatcher Security	24	35.959	36.858	37.780	38.724	39.886
C	136100	Garage Serviceman	24	35.959	36.858	37.780	38.724	39.886
C	138303	Handler Shop Materials	17	32.899	33.722	34.565	35.429	36.492
C	597100	Housekeeper	17	32.899	33.722	34.565	35.429	36.492
C	154500	Lubrication Serviceperson Maintenance	24	35.959	36.858	37.780	38.724	39.886
C	165311	Op Mob Equip & Waste System	24	35.959	36.858	37.780	38.724	39.886
C	165210	Operator Mobile Equipment	24	35.959	36.858	37.780	38.724	39.886
C	165320	Operator Mobile Heavy Duty Crane	24	35.959	36.858	37.780	38.724	39.886
C	165700	Operator Shot Blast	17	32.899	33.722	34.565	35.429	36.492
C	136200	Parts & Equip Coord. Asst	17	32.899	33.722	34.565	35.429	36.492

Seniority Group	Job Code Number	Job Classification	Job Class	Effective 24-Jul-12	Effective 24-Jul-13	Effective 24-Jul-14	Effective 24-Jul-15	Effective 24-Jul-16
C	165410	Reconditioner, Tools, Blacksmith Shop	24	35.959	36.858	37.780	38.724	39.886
C	174200	Recovery Equipment Operator	24	35.959	36.858	37.780	38.724	39.886
C	174100	Recoveryman Operator	17	32.899	33.722	34.565	35.429	36.492
C	111000	Repairman Building Maintenance	24	35.959	36.858	37.780	38.724	39.886
C	175150	Repairman Concrete	24	35.959	36.858	37.780	38.724	39.886
C	175400	Repairman Electrical	24	35.959	36.858	37.780	38.724	39.886
C	175410	Repairman Electrical Tool Crib	17	32.899	33.722	34.565	35.429	36.492
C	175600	Repairman Lighting	24	35.959	36.858	37.780	38.724	39.886
C	195090	Senior Warehouseman	24	35.959	36.858	37.780	38.724	39.886
C	179700	Serviceman Air Conditioning	24	35.959	36.858	37.780	38.724	39.886
C	181200	Serviceman Machine Shop	17	32.899	33.722	34.565	35.429	36.492
C	180800	Serviceman Pipe Shop	17	32.899	33.722	34.565	35.429	36.492
C	179900	Serviceman Rewind Shop	17	32.899	33.722	34.565	35.429	36.492
C	180700	Serviceman, Rectifier, Substation	24	35.959	36.858	37.780	38.724	39.886
C	187600	Storeman, Potlining	17	32.899	33.722	34.565	35.429	36.492
C	188500	Stud Reconditioner 1	17	32.899	33.722	34.565	35.429	36.492
C	104000	Support Cell Operator L3-5	24	35.959	36.858	37.780	38.724	39.886
C	192100	Trades Helper Shops	17	32.899	33.722	34.565	35.429	36.492
C	194500	Utilities Serviceman (uneval)	24	35.959	36.858	37.780	38.724	39.886
C	195000	Warehouseperson 1	17	32.899	33.722	34.565	35.429	36.492
C	196650	Welder 1 226	24	35.959	36.858	37.780	38.724	39.886
C	199100	Works Power Janitor	17	32.899	33.722	34.565	35.429	36.492

* Plus COLA –

The Company agrees that if the Union makes a formal proposal on what they believe is a better system for evaluating the First Aid Attendant JC 102010 position, the Company will consider it.

The Company agrees that if the present incumbent employees of Cathode Liner JC 114700 want to have crane Training, the Company will make it available.

COST OF LIVING ALLOWANCE

- 1. Effective 24 July 2012 and terminating 23 July 2017, a Cost of Living Allowance (C.O.L.A.) formula will apply for each employee covered by this Collective Agreement.**
- 2. Payments generated by the C.O.L.A. formula shall be paid for all compensated hours.**
- 3. The C.O.L.A. calculation shall be based on the Consumer Price Index for Canada, All items, 1992 = 100, published by Statistics Canada (hereinafter referred to as C.P.I.)**
- 4. The C.O.L.A. payment shall be equal to one cent (1¢) per hour for each 0.035 point rise in the C.P.I. as hereinafter determined, adjusted downward to the nearest tenth of a cent.**
- 5. The calculation of the C.O.L.A. and timing of payment shall be as follows:**
 - (a) The C.O.L.A. payable from 24 July 2012 to 15 October 2013 shall be calculated on the difference between the C.P.I. for June 2012 and 104% of the C.P.I. for March 2012 provided that the C.P.I. for June 2012 is the greater of the two values.**
 - (b) The C.O.L.A. payable from 16 October 2012 to 7 January 2013 shall be calculated on the difference between the C.P.I. for September 2012 and 104% of the C.P.I. for March 2012 provided that the C.P.I. for September 2012 is the greater of the two values.**
 - (c) The C.O.L.A. payable from 8 January 2013 to 15 April 2013 shall be calculated on the difference between the C.P.I. for December 2012 and 104% of the C.P.I. for March 2012 provided that the C.P.I. for December 2012 is the greater of the two values.**
 - (d) The C.O.L.A. payable from 16 April 2013 to 22 July 2013 shall be calculated on the difference between the C.P.I. for March 2013 and 104% of the C.P.I. for March 2012 provided that the C.P.I. for March 2013 is the greater of the two values.**
 - (e) The C.O.L.A. payable from 23 July 2013 to 14 October 2013 shall be calculated on the difference between the C.P.I. for June 2013 and 104% of the C.P.I. for March 2013 provided that the C.P.I. for June 2013 is the greater of the two values.**
 - (f) The C.O.L.A. payable from 15 October 2013 to 6 January 2014 shall be calculated on the difference between the C.P.I. for September 2013 and 104% of the C.P.I. for March 2013 provided that the C.P.I. for September 2013 is the greater of the two values.**
 - (g) The C.O.L.A. payable from 7 January 2014 to 14 April 2014 shall be calculated on the difference between the C.P.I. for December 2013 and 104% of the C.P.I. for March 2013 provided that the C.P.I. for December 2013 is the greater of the two values.**
 - (h) The C.O.L.A. payable from 15 April 2014 to 23 July 2014 shall be calculated on the difference between the C.P.I. for March 2014 and 104% of the C.P.I. for March 2013 provided that the C.P.I. for March 2014 is the greater of the two values.**

- (i) The C.O.L.A. payable from 24 July 2014 to 26 October 2014 shall be calculated on the difference between the C.P.I. for June 2014 and 104% of the C.P.I. for March 2014 provided that the C.P.I. for June 2014 is the greater of the two values.
- (j) The C.O.L.A. payable from 27 October 2014 to 25 January 2015 shall be calculated on the difference between the C.P.I. for September 2014 and 104% of the C.P.I. for March 2014 provided that the C.P.I. for September 2014 is the greater of the two values.
- (k) The C.O.L.A. payable from 26 January 2015 to 26 April 2015 shall be calculated on the difference between the C.P.I. for December 2014 and 104% of the C.P.I. for March 2014 provided that the C.P.I. for December 2014 is the greater of the two values.
- (l) The C.O.L.A. payable from 27 April 2015 to 26 July 2015 shall be calculated on the difference between the C.P.I. for March 2015 and 104% of the C.P.I. for March 2014 provided that the C.P.I. for March 2015 is the greater of the two values.
- (m) The C.O.L.A. payable from 27 July 2015 to 25 October 2015 shall be calculated on the difference between the C.P.I. for June 2015 and 104% of the C.P.I. for March 2015 provided that the C.P.I. for June 2015 is the greater of the two values.
- (n) The C.O.L.A. payable from 26 October 2015 to 24 January 2016 shall be calculated on the difference between the C.P.I. for September 2015 and 104% of the C.P.I. for March 2015 provided that the C.P.I. for September 2015 is the greater of the two values.
- (o) The C.O.L.A. payable from 25 January 2016 to 25 April 2016 shall be calculated on the difference between the C.P.I. for December 2015 and 104% of the C.P.I. for March 2015 provided that the C.P.I. for December 2015 is the greater of the two values.
- (p) The C.O.L.A. payable from 26 April 2016 to 25 July 2016 shall be calculated on the difference between the C.P.I. for March 2016 and 104% of the C.P.I. for March 2015 provided that the C.P.I. for March 2016 is the greater of the two values.
- (q) The C.O.L.A. payable from 26 July 2016 to 24 October 2016 shall be calculated on the difference between the C.P.I. for June 2016 and 104% of the C.P.I. for March 2016 provided that the C.P.I. for June 2016 is the greater of the two values.
- (r) The C.O.L.A. payable from 25 October 2016 to 23 January 2017 shall be calculated on the difference between the C.P.I. for September 2016 and 104% of the C.P.I. for March 2016 provided that the C.P.I. for September 2016 is the greater of the two values.
- (s) The C.O.L.A. payable from 24 January 2017 to 24 April 2017 shall be calculated on the difference between the C.P.I. for December 2016 and 104% of the C.P.I. for March 2016 provided that the C.P.I. for December 2016 is the greater of the two values.
- (t) The C.O.L.A. payable from 25 April 2017 to 24 July 2017 shall be calculated on the difference between the C.P.I. for March 2017 and 104% of the C.P.I. for March 2016 provided that the C.P.I. for March 2017 is the greater of the two values.

- (u) There shall be no reduction of the C.O.L.A. due to a decline of the C.P.I. during a measuring period.
6. In the event that Statistics Canada does not issue the C.P.I. on or before the beginning of periods referred to in clause 5, any pay adjustments required shall be made at the beginning of the first pay period after publication of the C.P.I. and shall be retroactive to the commencement of the appropriate period. In the event that a retroactive adjustment is made by statistics Canada to the C.P.I., it is agreed that the C.O.L.A. already paid to employees will not be adjusted retroactively.
7. In the event that a Cost of Living Allowance is generated under point 5 above, then the basic hourly wage rates set out in Appendices I and II and in Letter of Understanding APP I-LU-#1 will be increased by the hourly allowance of the Cost of Living Allowance at each quarterly calculation.

BASIC HOURLY WAGE RATE

<u>Job Class</u>	<u>Effective 23 July '12</u>	<u>Effective 24 July '13</u>	<u>Effective 24 July '14</u>	<u>Effective 24 July '15</u>	<u>Effective 24 July '16</u>
10	30.433	31.194	31.974	32.773	33.757
11	30.675	31.442	32.228	33.034	34.025
12	31.030	31.806	32.601	33.416	34.418
13	31.389	32.174	32.978	33.803	34.817
14	31.753	32.547	33.360	34.194	35.220
15	32.128	32.931	33.754	34.598	35.636
16	32.514	33.327	34.160	35.014	36.064
17	32.899	33.722	34.565	35.429	36.492
18	33.306	34.139	34.992	35.867	36.943
19	33.723	34.566	35.430	36.316	37.406
20	34.149	35.002	35.877	36.774	37.878
21	34.579	35.444	36.330	37.238	38.355
22	35.030	35.906	36.804	37.724	38.856
23	35.497	36.384	37.294	38.226	39.373
24	35.959	36.858	37.780	38.724	39.886

LETTER OF UNDERSTANDING

APP I-LU-#1

Guest House

ENTERED INTO THIS 31st day of December, 1980.

This Letter of Understanding amends the Collective Agreement as set forth in the following provisions and, additionally, provides regular basic hourly wage rates for the Guest House jobs. When there is conflict between the amendments provided in this Letter and the terms and conditions of the Collective Agreement, the amendments shall apply.

It is understood and agreed that the following amendments shall govern in any matter covering or affecting Guest House employees, and that the Collective Labour Agreement, as so amended, applies to Guest House employees.

AMENDMENTS

The matters amended for Guest House employees are outlined below.

1. Amendment I - Seniority

- (a) The parties recognize the work available in the Kitimat Works Plant and Guesthouse are significantly different in nature. The Guesthouse employees provide service directly to external customers, and are required to have skills relevant to the hospitality sector.

The Guesthouse shall be deemed to constitute a seniority unit within Kitimat – Kemano Works.

2. Regular Guesthouse Employees

- (a) In the event a regular Guesthouse employee wishes to exercise their seniority to claim a job outside the Guesthouse seniority unit, the employee must make a written application in accordance with the Collective Labour Agreement Article 9.01 (c) (i). When making written application it is recognized that the Guesthouse employee will be required to meet the same requirements (including tests and job capability) as any other applicant for an hourly position within Kitimat Works. If the regular employee meets these necessary requirements, their name shall be placed on the transfer board with seniority credited as follows;
 - (i) Regular Guesthouse employees will be allowed to bank to their Guesthouse seniority in accordance with Collective Labour Agreement Article 9.07 (b) at the rate of seventy-five percent (75%).

3. Temporary Guesthouse Employee

- (a) In the event a temporary Guesthouse employee decides they wish to seek work in the Kitimat Smelter in an hourly temporary position the following procedure will apply:
 - (i) the temporary employee will submit a written document to the Employment advising of same,
 - (ii) the temporary Guesthouse employee will be required to meet the same requirements (including tests and job capabilities) as any other applicant for any temporary hourly position within Kitimat Works,

APP I-LU-#1 (continued)

- (iii) if the temporary Guesthouse employee meets the necessary requirements as stated, the Employment will have the individual assessed for placement in the appropriate Kitimat Works temporary pool.
- (b) Temporary employees will be allowed to carry over their temporary Guesthouse hours accumulated in accordance with the procedure set out in the letter of Understanding dealing with Temporary Employees (09-LU-#2).
- (c) No temporary employee shall be eligible to be scheduled to work both within the Guesthouse and the Plant simultaneously. When the temporary employee moves from one temporary pool to the other, the temporary employee waives the right to be scheduled for work in the previous pool.
- (d) Effective the date of signing, the Employment Department will maintain two (2) temporary hours worked lists: one for temporary employees at the Works and one for temporary employees at the Guesthouse.

4. Regular Kitimat Works Employee

- (a) In the event an employee in the Plant wishes to use their seniority to claim a regular job within the Guesthouse seniority unit, the employee will do so in accordance with the Collective Labour Agreement Article 9.01 (c). The employee will be required to meet the same requirements as any other applicant for a regular hourly position within the Guesthouse. If the employee meets the necessary requirements, their name shall be placed on the transfer board.

5. Permanent Guesthouse Closure

- (a) Notwithstanding the above provisions of the Amendment I – Seniority, in the event of a permanent closure of the Guesthouse or a part thereof, an employee may, as an alternative to permanent layoff, transfer to a department in the Plant in accordance with the provisions of Article 9.01 of the Collective Agreement. In these circumstances, the parties agree the requirement of a physical capacity test are waived.
- (b) For the purpose of this Amendment I – Seniority, “permanent closure” shall be defined as meaning a closure of at least one year. Any seniority carryover as specified in this Letter of Understanding shall be at the rate of seventy-five percent (75%) of Guesthouse seniority.

Intent: Copies of any tests are for Company purposes only and will not be shared with any other party.

6. Amendment II - Guest House Vacations

- (a) In the application of Article 13 of the Collective Labour Agreement, all clauses shall be applied to the Guest House employees as they are presently applied to the Plant, with the exception of the following item (b) below.
- (b) An employee with less than a full calendar year shall be entitled to one day of vacation for each month worked. Any part month which is greater than fifteen (15) days will be considered a full month.

7. Amendment III - Hours of Work

- (a) The hours of work of a Guest House employee shall be flexible according to the requirements of basic services in and efficient operation of the Guest House.

APP I-LU-#1 (continued)

- (b) The regular hours of an employee may commence at any time from 6:00 a.m. onward and may be scheduled in such a manner as to span a twelve (12) hour period following commencement. Shift differential shall commence eight hours following the commencement of the regular hours or at 4:00 p.m. whichever shall be first.
- (c) An employee who is required to work a split shift shall be entitled to premium of seventy-five cents (75¢) an hour for each hour worked subsequent to the employee's shift.
- (d) The number of hours per day for each day worked shall vary as determined by the Company. The number of days and hours per week may also vary. The work week will be defined as the seven (7) calendar day period from Sunday midnight to the following Sunday midnight. Employees not required for work on a previously scheduled shift shall be given at least fifteen (15) hours' notice.
- (e) When an employee is required to change their reporting time they shall be given at least fifteen (15) hours' notice of the change. In cases of less than fifteen (15) hours' notice being given the employee will have the option of working their previously scheduled hours as well as any additional hours that may be required or only the new hours required.
- (f) Should the Company be not able to contact the employee to inform them of a change in reporting time then the foregoing arrangement shall not apply and the employee, on reporting at their previously scheduled time, may be sent home and required to report at the new time.
- (g) Employees will have one-half ($\frac{1}{2}$) hour unpaid meal break to be scheduled as near as possible to the normal mid-day break. Employees required to supply service over the normal lunch break will be paid as though worked.

In addition the meal will be supplied.
- (h) Upon reporting to work for a regular scheduled shift, the minimum daily pay for guest house employees shall not be less than five (5) hours at the employee's base rate.

8. Amendment IV - Overtime

- (a) The Company's policy is to keep overtime to a minimum. Where there is a recurring amount of overtime work in the Guest House such overtime shall be divided as equally as possible among the employees in the department who would normally perform such work. The sole purpose of this section is to provide for the distribution of overtime in an equitable and sensible manner.
- (b) Overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$) of the employee's regular basic hourly wage rate. The overtime rate shall be paid for all hours in excess of eight (8) hours in a day and/or forty (40) hours in a week.
- (c) An employee working a split shift shall be paid overtime rates for all hours worked beyond twelve hours from their starting time whether or not their actual hours of work are in excess of eight (8) during that twelve (12) hour period. No split shift premium will be paid for overtime hours.
- (d) Employees may be required to work overtime hours in order to maintain adequate services at the Guest House when required by the Company.

APP I-LU-#1 (continued)

- (e) Overtime rates will not be paid for regular hours of work except as provided for in Article 14.08 of the Collective Agreement.
- (f) There shall be no pyramiding of overtime rates. When two or more types of overtime rates apply to the same hours of work only the higher rate shall be paid.
- (g) Should an employee work more than six (6) consecutive overtime hours as defined in this Letter of Understanding which are paid at the overtime rate of one and one-half (1½) times their basic hourly wage rate, then each such additional hour worked consecutively in excess of six (6) shall be paid at the rate of double their basic hourly wage rate. However, for an employee required to work on a Statutory Holiday, the provisions of Article 14.08 of the Collective Labour Agreement shall apply.

9. Amendment V – Safety and Health

- (a) One Guest House employee will be appointed by the Union to represent the employees in matters of safety and health. The appointed Union Representative will discuss with the Coordinator all such matters that arise on a day to day basis within the Guest House.

10. Amendment VI - S.E.B.

- (a) The Company undertakes to determine its obligations under the E.I. Act with respect to Guest House employees.
- (b) The Company will meet those obligations and will pay S.E.B. payments as follows:

The terms of Section 23.03 of the C.L.A. will apply with exceptions:

- (i) The hours worked in the immediately preceding three hundred and sixty-five (365) calendar days must be at least nine hundred and sixty (960) hours.
- (ii) The level of payment of S.E.B. will be twenty-six dollars (\$26) per week.

11. Amendment VII - Article 11 and Appendix V

- (a) The provisions of Article 11 and Appendix V of the Collective Agreement shall not apply to the Guest House employees.
- (b) Either party may include in the agenda for the Labour Relations Committee a review of the basic hourly wage rate for a job classification at the Guest House. If this Committee cannot reach agreement on the wage rate for the job classification under review, the matter may be submitted to arbitration as outlined in Article 7 of the Collective Agreement.
- (c) The Company agrees to furnish the Union with a copy of the description of duties for each job classification at the Guest House.

12. Amendment VIII - Definitions

For the purposes of this Letter of Understanding the following definitions are agreed:

- (a) Day:
The standard work day, of Guest House employees, for purposes of calculating Bereavement Leave pay, Jury Duty pay, Floating Holiday pay, Statutory Holiday pay, maintenance of earnings, Disability Indemnity Plan daily maximums or any other automatic payment, shall equal the average number of hours per day worked by the individual during the previous Collective Labour Agreement year. Whenever a Guest House employee is required to work one of those Statutory Holidays listed in 14.02 of the Collective Labour Agreement their Statutory Holiday pay will be paid on the basis of the number of hours they work in that day up to a maximum of eight (8) hours but not less than the average as calculated above.
- (b) Guest House:
This term shall be interpreted as including the Nechako Lodge and the Apartment Complexes at 1211, 1231, 1251 - Apartment #61, #62, #64 and #69, and 1271 Haisla.

13. Amendment IX – Service Bonus Plan

- (a) Eligibility
An employee becomes eligible to receive a service bonus on each anniversary of their date of hire provided that:
- (i) They have completed four (4) or more years of service, (Company seniority); and
 - (ii) They have worked more than one thousand and ninety-four (1,094) hours in the twelve (12) months preceding their anniversary. In addition to hours actually worked, time spent on approved Union Leave as specified in 4.02 (c), (d), (e), and (f), D.I.P., **W.S.B.C.**, L.T.D., vacation, and paid pregnancy, parental, adoption and Sabbatical leave will be included as hours of work provided the employee has actually worked some time during the qualifying twelve (12) month period; and
 - (iii) The employee is in the employ of the Company on their anniversary date.
- (b) Calculation of Bonus

Basic Hourly Wage Rate x 1.25 x completed Years of Service

LETTER OF UNDERSTANDING

APP I-LU-#2

Service Bonus Plan

ENTERED INTO THIS 24th day of October, 1980.

The purpose of this Letter of Understanding is to record the agreement reached between the parties with respect to the institution of a SERVICE BONUS PLAN, which shall come into effect 24 July 2007.

1. Eligibility

An employee becomes eligible to receive a service bonus on each anniversary of their date of hire provided that:

- (a) they have completed four (4) or more years of service, (Company Seniority) and

APP I-LU-#2 (continued)

- (b) they have worked more than one thousand seven hundred and fifty (1,750) hours in the twelve (12) months preceding their anniversary. In addition to hours actually worked, time spent on approved Union Leave as specified in 4.02(c), (d), (e), and (f), D.I.P., **W.S.B.C.**, L.T.D., vacation, and paid pregnancy, parental, adoption, **bereavement, family responsibility, sick** and Sabbatical leave will be included as hours of work provided the employee has actually worked some time during the qualifying twelve (12) month period, and
- (c) they are in the employ of the Company on their anniversary date.

2. Calculation of Bonus

Basic Hourly Wage Rate x 2 x completed Years of Service.

NOTE: The Special Premium referred to in Appendix I of the Collective Agreement is not included in the basic hourly wage rate used in the above calculation.

- 3. The Service Bonus is not to be used in the calculation of any premiums or benefits provided for in the Collective Agreement, nor shall it be considered as earnings for the purpose of A.P.P. and A.L.I.P.
- 4. The Service Bonus will be payable to eligible employees on the next appropriate pay date following the employee's anniversary date.
- 5. Retiring employees will receive a Service Bonus, pro-rated for the period between their last anniversary date and their date of retirement.

This Letter of Understanding shall terminate on the **23 July 2017** unless specifically extended by both parties. If not renewed, payments of Service Bonus will cease on the 31 December of the expiry year of the CLA.

APPENDIX II - TRADES GROUP WAGE RATES

Seniority Group	Job Code Number	Job Classification	Effective 24-Jul-12	Effective 24-Jul-13	Effective 24-Jul-14	Effective 24-Jul-15	Effective 24-Jul-16
		TRADES GROUP	42.158	43.512	44.900	46.322	48.012
T	229500	Engineer Marine					
T	256710	Mate, Command Endorsement					
T	259200	Mechanic Electronic Journeyman					
T	259100	Mechanic Instrument Journeyman					
T	265840	Operator Power Station					
T	236600	Pipefitter - Gasfitter A Journeyman					
T	250000	Power Line Technician					
T	265200	System Operator					
T	202000	Architectural Sheet Metal Worker					
T	205000	Blacksmith Journeyman					
T	210000	Brickmason Journeyman					
T	213000	Carpenter Journeyman					
T	290000	Certified Tire Repairman					
T	230100	Electrical Appliance Serviceman Journeyman					
T	228000	Electrician Journeyman					
T	228100	Electrician Rectifier & Substation Journeyman					
T	230000	Generator Winder					
T	247000	Heat & Frost Insulator					
T	296800	Industrial Welder Journeyman					
T	242000	Instrumentation 'A' (Surveyor)					
T	245000	Landscaper					
T	255000	Machinist Journeyman					
T	256000	Mechanic Air Cond Journeyman					

Seniority Group	Job Code Number	Job Classification	Effective 24-Jul-12	Effective 24-Jul-13	Effective 24-Jul-14	Effective 24-Jul-15	Effective 24-Jul-16
		TRADES GROUP Continued	42.158	43.512	44.900	46.322	48.012
T	259500	Mechanic Electric Motor Journeyman					
T	259000	Mechanic Industrial Mobile Equipment					
T	262000	Millwright Journeyman					
T	267000	Painter Journeyman					
T	236500	Pipefitter - Gasfitter B Journeyman					
T	269000	Pipefitter Journeyman					
T	296900	Pressure Welder					
T	279400	Saw Conditioner					
T	265220	Senior Assistant Operator					
T	265850	Senior Assistant Operator					
T	280200	Serviceman Communication Journeyman					
T	265850	Sr. Asst. Op. Power Gen. Power Station					
T	265220	Sr. Asst. Op. Rect. & Substation					
T	286000	Steel Fabricator Journeyman					
T	291000	Tinsmith Journeyman					

Seniority Group	Job Code Number	Job Classification	Effective 24-Jul-12	Effective 24-Jul-13	Effective 24-Jul-14	Effective 24-Jul-15	Effective 24-Jul-16
		POWER ENGINEERS					
T	430001	Power Engineer Train. Level 1	33.805	34.950	36.124	37.327	38.747
T	430002	Power Engineer Train. Level 2	35.701	36.894	38.116	39.369	40.850
T	430003	Power Eng. 4 th C Train. Level 3	36.277	37.484	38.721	39.989	41.489
T	430004	Power Engineer Train. Level 4	37.265	38.496	39.759	41.053	42.584
T	430005	Power Engineer Train. Level 5	38.257	39.513	40.801	42.121	43.684
T	430006	Power Engineer Train. Level 6	39.243	40.524	41.837	43.183	44.779
T	130030	Power Engineer Third Class	42.158	43.512	44.900	46.322	48.012
T	430008	Power Engineer Train. Level 8	42.158	43.512	44.900	46.322	48.012
T	430009	Power Engineer Train. Level 9	42.158	43.512	44.900	46.322	48.012
T	430010	Power Engineer Train. Level 10	42.158	43.512	44.900	46.322	48.012
T	430011	Power Engineer Train. Level 11	42.158	43.512	44.900	46.322	48.012
T	430012	Power Engineer Train. Level 12	42.158	43.512	44.900	46.322	48.012
T	130020	Power Engineer 2 nd Class	42.158	43.512	44.900	46.322	48.012

Trades Group 1, the hourly rate has been adjusted as follows:

24 July 2013 - thirty (30) cents
24 July 2014 - thirty (30) cents
24 July 2015 - thirty (30) cents
24 July 2016 - thirty (30) cents

Journeyman Rates

Trades Group	Effective 23 July '12	Effective 24 July '13	Effective 24 July '14	Effective 24 July '15	Effective 24 July '16
1	42.158	43.512	44.900	46.322	48.012

Apprentice Rates

- (a) For each trade in which Apprenticeship is or may be required by the Company:
- (b) the basic hourly wage rate established for the first term of Apprenticeship, or its equivalent, shall be the wage rate established for Job Class **24**; and
- (c) the basic hourly wage rate established for Term 6 of a 3 year Apprenticeship and for Term 8 of a 4 or 5 year Apprenticeship or their equivalents, shall be ninety percent (90%) of the basic hourly wage rate established for Trade Journeyman in that trade, and
- (d) where an Apprenticeship, or its equivalent, has more than 8 Terms, the basic hourly wage rate for such additional terms shall be one hundred percent (100%) of the basic hourly wage rate established for Trade Journeyman in that Trade, and
- (e) the basic hourly wage rate increment for each intermediate term of Apprenticeship, or its equivalent, shall be based on a percentage of the difference between Job Class **24** and ninety percent (90%) of the wage rate of the Trade Journeyman in that trade as per the following schedule of percentage of the difference.

<u>3 Year Apprenticeships</u>		
Terms 2 & 3	Terms 4 & 5	
14.33%	23.78%	
<u>3 ½ Year Apprenticeships</u>		
Terms 2 & 3	Term 4	Terms 5, 6 & 7
12.54%	13.84%	20.36%
<u>4 & 5 Year Apprenticeships</u>		
Terms 2, 3 & 4	Terms 5, 6 & 7	
10.75 %	16.94%	

APPRENTICE RATES

Group	Term	Effective 23 July '12	Effective 24 July '12	Effective 24 July '13	Effective 24 July '14	Effective 24 July '15	Effective 24 July '16
1	1	26.703	33.722	34.565	35.429	36.492	31.941
1	2	27.318	28.431	29.180	29.949	31.692	32.605
1	3	27.933	28.933	29.733	30.554	32.222	33.269
1	4	28.954	29.766	30.651	31.559	33.101	34.371
1	5	29.975	30.599	31.569	32.564	33.980	35.473
1	6	30.996	31.432	32.487	33.569	34.859	36.575
1	1	26.703	33.722	34.565	35.429	36.492	31.941
1	2	27.241	28.368	29.111	29.873	31.626	32.522
1	3	27.779	28.807	29.595	30.780	32.089	33.103
1	4	28.373	29.292	30.129	30.988	32.601	33.745
1	5	29.247	30.005	30.915	31.848	33.353	34.688
1	6	30.121	30.718	31.701	32.709	34.106	35.632
1	7	30.996	31.432	32.487	33.569	34.859	36.575
1	1	26.703	33.722	34.565	35.429	36.492	31.941
1	2	27.165	28.306	29.042	29.797	31.559	32.439
1	3	27.627	28.682	29.457	30.252	31.957	32.937
1	4	28.089	29.059	29.872	30.706	32.354	33.436
1	5	28.816	29.652	30.526	31.422	32.980	34.220
1	6	29.543	30.245	31.180	32.138	33.607	35.005
1	7	30.270	30.838	31.833	32.853	34.233	35.790
1	8	30.996	31.432	32.487	33.569	34.859	36.575
1	1	26.703	33.722	34.565	35.429	36.492	31.941
1	2	27.165	28.306	29.042	29.797	31.559	32.439
1	3	27.627	28.682	29.457	30.252	31.957	32.937
1	4	28.089	29.059	29.872	30.706	32.354	33.436
1	5	28.816	29.652	30.526	31.422	32.980	34.220
1	6	29.543	30.245	31.180	32.138	33.607	35.005
1	7	30.270	30.838	31.833	32.853	34.233	35.790
1	8	30.996	31.432	32.487	33.569	34.859	36.575
1	9	34.440	43.512	44.900	46.322	38.732	48.012
1	10	34.440	43.512	44.900	46.322	38.732	48.012

LETTER OF UNDERSTANDING

APP II-LU-#2

Specialized Welders

ENTERED INTO THIS 1st day of September, 1988.

This letter will record the agreement between the parties and will remain in force throughout the term of the agreement.

This letter is to record the agreement reached between the parties regarding employees classified as Industrial Welder who are requested by the Company to maintain additional certifications.

1.
 - (a) Employees who are classified as Industrial Welder and are requested by the Company to maintain **Rio Tinto Alcan #9** Pressure certification and who maintains such certification, will be paid at the basic hourly wage rate applicable to **Trades** for the duration of the Collective Agreement.
 - (b) **An opening in this group will be filled by first offering it, on the basis of welding trades seniority. The employee will then have 3 months from the date of accepting the position to achieve the certification. If the employee is not successful in achieving the certification, he will then be reassigned to another job opening.**
2.
 - (a) The Company agrees to maintain two (2) certified welders with the following certifications:
 - (i) Stainless Steel Pressure Welding Certification and
 - (ii) Structural Aluminium Welding Certification
 - (b) Employees who are classified as Industrial Welder and maintain both additional certifications will be paid at the basic hourly wage rate applicable to **Trades** for the duration of the Collective Agreement.
 - (c) Openings in this group will be filled by first offering it, on the basis of welding trades seniority, to those holding a pressure stainless steel and structural aluminum welding certifications. Failing that, it shall be offered to the employees with the most welding trades seniority who shall be required to achieve pressure stainless steel and structural aluminum welding certifications.
3. Should such employees not maintain the certifications, they will be paid at the basic hourly wage rate applicable to **Trades** as of the date their certification expires.

LETTER OF UNDERSTANDING

APP-II-LU-#3

Certificate for Specific Trades

The Parties agree as follows:

1. "B" Welder

The "B" Welder classification is a step in a progression to "A" Welder. The employee will have the option of advancing to an "A" ticket. If the employee

APP-II-LU-#3 (continued)

chooses to challenge the “A” Welder exam, Management will make work available over a reasonable period of time so the employee is in a position to challenge the exam. The “B” Welder classification will be removed from Appendix I, but will continue to be paid at the current regular hourly rate.

2. Tire Repairman

When an employee in this classification, either on a regular or temporary basis, holds a valid certificate as a Tire Repairman, the Employee will be paid at the regular hourly rate for **Trades**. When an employee has worked the necessary hours, and wishes to challenge the exam, Management will grant the necessary time off.

3. Cladder

(a) When an employee in the classification of Repairman Building Maintenance (Cladder) holds a valid certificate as Architectural Sheetmetal Worker, the employee will be paid at the regular hourly rate of **Trades**.

(b) The entry level position for employees pursuing the Architectural Sheetmetal Worker certification is the Repairman Building Maintenance job classification.

(c) Employees pursuing the certification for Architectural Sheetmetal Worker will be given the opportunity to pursue the educational upgrading required to challenge the exam. Management will grant necessary time off to write the exam.

(d) Employees who can not achieve the Architectural Sheetmetal Worker certification in the time frame required, (seven thousand two hundred (7,200) hours worked in the job classification of Repairman Building Maintenance), will not be eligible for a position within that classification. Such an employee will then be assigned to another job opening.

(e) The parties agree that the Architectural Sheetmetal Worker training will be treated similar to the Trades Apprentices and be governed as per Appendix VI. The Joint Apprenticeship Committee shall oversee the process.

4. Industrial Warehouseperson

When an employee in the classification of Senior Warehouseman **L3**, or Senior Warehouseman holds a valid certificate as an Industrial Warehouseperson, the employee will be paid at the regular hourly rate of **Trades**. When an employee has worked the necessary hours, and wishes to challenge the exam, Management will grant the necessary time off.

5. **Operator Mobile Equipment and Waste System (JC765311)**

When an employee in the classification of Operator Mobile Equipment and Waste System holds the certifications of: Small Water Systems Operator and Municipal Waste Water Treatment Operator Level II, the employee will be paid at the regular hourly rate of Trades.

APPENDIX III -
REGULATIONS GOVERNING THE STATUS
OF EMPLOYEES AND THE COMPUTATION OF
THEIR CONTINUOUS SERVICE

APP III (continued)

1. Continuous service wherever it appears in this Agreement shall be interpreted to mean Company seniority.
2. If an employee is absent without approval for a period of seven working days, their employment shall be terminated as of the seventh day. Their absence will be considered as a voluntary separation or a "quit without notice". Such termination and the reason therefore shall be duly recorded on their service record. The Company will, prior to termination, advise the Union of an employee who is subject to termination in accordance with this Paragraph.
3. Employment shall also be terminated:
 - (a) After an employee's approved absence has lasted one year, and
 - (i) they are not on approved absence greater than one year; and
 - (ii) an extension has not been granted in writing by the Company;
 - (b) When an employee has repeatedly failed to report for duty, provided they have been given, and failed to observe, a preliminary warning in writing. Such termination shall be effective on the date a written notice of termination is handed to the employee or mailed to them at their recorded address.
 - (c) When a laid-off employee fails to return to work or give satisfactory explanation therefore, or after the expiration of the time extension provided in Section 9.09a), after a recall has been issued.
 - (d) When an employee quits, resigns or is discharged for cause.
 - (e) **When the employee retires.**

APPENDIX IV (a)

AUTHORIZATION OF CHECK-OFF FORM

TO:

RIO TINTO ALCAN INC.

I, the undersigned

Given Names

Family Name

RTA Serial No.

Address

Telephone No.

hereby authorize you to deduct from my earnings in each calendar month an amount equal to my monthly Union dues **and the one time initiation fee** as may be fixed by the local Union, and to remit such deductions to Local No. 2301 of the Canadian Automobile Workers.

Witness _____ Signature: _____
Employment Delegate Employee

Dated at Kitimat, B.C. on _____ 20____.

NOTE: Except when completed at time of hire this form shall not be signed by the employee during their working hours or in the Company's shops or Plants.

APPENDIX IV (b)

CANADIAN SKILLED TRADES COUNCIL

Management agrees to deduct Canadian Skilled Trades Council Dues as may be adopted by the Canadian Skilled Trades Council, upon receiving written notice from the Union.

The first deduction **will be made at the first pay period**. Future deductions to be made in January of succeeding years, or upon completion of one months work in that calendar year.

The Union agrees to indemnify the Company and to hold it harmless against any claims which may arise in consequence of the Company's complying with this provision.

APPENDIX V REGULATIONS GOVERNING WAGE RATE AND JOB EVALUATION ADMINISTRATION

1. The Company may add new jobs to Appendix I in the manner prescribed in Paragraph 5 below and agrees to apply the relevant basic hourly wage rates to such jobs in accordance with the Kitimat Works Job Evaluation System.
2. The description and/or evaluation of any job contained in Appendix I shall at the option of the Company or the Union be subject to review in the manner prescribed in Paragraph 6 or Paragraph 7 below.
3. The Company shall furnish the Union with a copy of the job evaluation form containing the description and evaluation of each job in Appendix I. For unevaluated basic hourly wage rates established according to Paragraph 9 below, the description only shall be furnished by the Company to the Union. The Union recognizes and agrees that each such job evaluation form is written and intended to set forth the general duties and requirements of the job and does not in any sense restrict the right of the Company to assign duties to the employees other than those specifically mentioned in the description of the job, it being understood that if the assignment of such duties changes the job content sufficiently to change the description and/or evaluation of the job, the description and/or evaluation of the job in question shall be reviewed and in such case the provisions of either Paragraph 1 or 2 above shall apply.
4.
 - (a) A Joint Job Evaluation Committee shall be maintained by the Company and the Union. The said Committee shall consist of four (4) members, two (2) representing the Company and two (2) representing the Union.
 - (b) The Company and the Union each shall furnish the other with a list of the names of employees authorized by them to act as their representatives on the Joint Job Evaluation Committee.
 - (c) The Company and the Union may alternate their representatives on the Joint Job Evaluation Committee as each sees fit, providing the four members of the Committee who are acting as such at any one time are employees of the Company whose names have been previously furnished by the Company and the Union to each other in writing.
 - (d) The Union representatives on the Joint Job Evaluation Committee may be permitted such time away from their duties as is reasonable to enable them to investigate jobs, and their earnings shall be maintained provided that the total of all such time does not exceed one hundred and sixty (160) hours for the first four (4) months from the date of the signing

Appendix V (continued)

of the Agreement, and one hundred (100) hours each month thereafter. Such investigation may include observing, and where necessary, speaking to job incumbents and generally carrying out the review referred to in the preceding Paragraphs, provided that such investigation shall be performed by the Committee as a whole and at times and under conditions established by the Company. To enable the Union to validate job content changes on jobs which it intends to request reviews on according to Paragraph 6 below, one representative each of the Company and Union Joint Job Evaluation Committee will jointly investigate such job content changes in the manner prescribed in the preceding sentence of this Paragraph. Employees acting on the Joint Job Evaluation Committee shall first arrange with and obtain permission from their immediate superior for the necessary time away from their regular work to attend such meetings and such permission shall not be unreasonably withheld.

5. When the Company wishes to add a new job to Appendix I, the following procedure shall be followed:
 - (a) The Company will institute the job and apply the relevant basic hourly wage rate to it, effective the date of institution.
 - (b) Within ten days after it has instituted the job, the Company will prepare a job evaluation form containing the tentative description and evaluation of the job which it will submit to the Union.
 - (c) During the 60-day period following the date of institution the description and evaluation of the job will be considered as being tentative and during the said period the Company shall call a meeting of the Joint Job Evaluation Committee for the purpose of investigating the job and reviewing, and, if necessary, revising the description and/or evaluation of the job in question.
 - (i) Upon agreement being reached by the Joint Job Evaluation Committee, on a job description, that description shall be initialed by the Company and Union representatives on the said Committee.
 - (ii) Upon agreement being reached by the Joint Job Evaluation Committee, on the evaluation the job evaluation form will be signed in triplicate by the Company and Union representatives on the said Committee.
 - (iii) One copy of the form will be retained by the Union and the other two will be submitted to the Human Resources Manager or delegate for Company approval.
 - (iv) Upon receiving Company approval one copy of the form signed by the Human Resources Manager, or delegate, will be sent to the Union.
 - (v) If agreement is not reached between the Company and the Union representatives on the Joint Job Evaluation Committee, they will each sign separate statements in duplicate listing the factor or factors or portion of the description on which they are in disagreement and giving the reasons therefore, provided that disagreement on the description concerns itself only with whether the job has been correctly described and not as to whether a job duty may or may not be included in the job description. Such statements shall be submitted by the Union to the Company and by the Company to the Union within seven days of the date of the letter from the Company establishing the description and evaluation in accordance with the provisions of Paragraph 5(e).

Appendix V (continued)

- (d) Upon the description and evaluation of the job receiving Company approval, the Company shall forthwith establish the job and apply the relevant basic hourly wage rate to it which shall be retroactive to the date of institution, provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the job is established by the Company.
 - (e) If no agreement is reached by the Joint Job Evaluation Committee within fourteen (14) days from the date the Company called a meeting of the said Committee as specified in sub-paragraph (c) of this Paragraph, or if no such meeting takes place, the Company shall, upon the expiration of the said fourteen (14) days, so notify the Union in writing and shall, subject to the provisions of Section 7.09(b) of this Collective Agreement, forthwith establish the description and evaluation which the Company considers is consistent with the Kitimat Works Job Evaluation System and shall apply the relevant basic hourly wage rate to the job which shall be retroactive to the date of institution, provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the said description and evaluation are established by the Company.
6. If the Union alleges that there has been a sufficient change in the job content of a job contained in Appendix I to change the description and/or evaluation and said job, the Union may request the Company to review and revise the description and/or evaluation of the said job in question, in which case the following procedure shall be followed:
- (a) The Union shall submit its request in writing to the Human Resources Manager of the Company, which request will state insofar as the Union is aware:
 - (i) The nature of the alleged change in job content, and
 - (ii) The factor or factors which the Union considers have been affected by the alleged change in job content, and
 - (iii) The Union's reasons therefore.
 - (iv) For the purpose of this Paragraph a change in job content shall be defined as: addition or deletion of job duties, or change in job content mix, or change in conditions surrounding the job, or a change which affects the evaluation as provided for under the "Protective Equipment" part of the Hazard Factor or the "Working Conditions Factor Assessment" of the Working Conditions Factor of the Job Evaluation Plan.
 - (b) Upon receipt of the Union's request, the Company shall within ten days call a meeting of the Joint Job Evaluation Committee for the purpose of investigating the job and reviewing and, if necessary, revising the description and evaluation of the job in question.
 - (i) Upon agreement being reached by the Joint Job Evaluation Committee on the job description, that job description shall be initialled by the Company and Union representatives on the said Committee.
 - (ii) Upon agreement being reached by the Joint Job Evaluation Committee on the evaluation, the job evaluation form will be signed in triplicate by the Company and Union representatives of the said Committee.

Appendix V (continued)

- (iii) One copy of the form will be retained by the Union and the other two (2) will be submitted to the Human Resources Manager, or delegate, for Company approval.
 - (iv) Upon receiving Company approval, one copy of the form signed by the Human Resources Manager, or delegate, will be sent to the Union.
 - (v) If agreement is not reached between the Company and the Union representatives on the Joint Job Evaluation Committee, they will each sign separate statements in duplicate listing the factor or factors or portion of the description or date of retroactivity on which they are in disagreement and giving the reasons therefore provided that the disagreement on factors can only occur if said factors have been affected by the change in job content, and provided that disagreement on the description concerns itself only with whether the job has been correctly described and not as to whether a job duty may or may not be included in the job description. Such statements shall be submitted by the Union to the Company, and by the Company to the Union within seven (7) days of the date of the letter from the Company establishing the description and evaluation in accordance with the provisions of Paragraph 6(d).
- (c) Upon the revised evaluation of the job receiving Company approval, the Company shall forthwith apply the relevant basic hourly wage rate to the job in accordance with the Kitimat Works Job Evaluation System, and such basic hourly wage rate shall be retroactive to the date on which the job content changes affected the evaluation. This shall not go beyond the date of the previous review or revision whichever is the later date. Provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the Joint Job Evaluation Committee agrees to the revised evaluation, and will be payable on approval by the Company of the revision.
- (d) If no agreement is reached by the Joint Job Evaluation Committee within fourteen (14) days from the date the Company called a meeting of the said Committee as specified in sub-paragraph (b) of this Paragraph, or if no such meeting takes place, the Company shall upon the expiration of the said fourteen (14) days so notify the Union in writing, and, subject to the provisions of Section 7.09(b) of this Collective Agreement, the Union's request shall be deemed to be abandoned and the Union shall have no right again to request the Company to review and revise the description and evaluation of the job in question with respect to the same alleged change in job content, however said alleged change in job content may again be reviewed when a subsequent different alleged change in job content request is made by the Union on said job, but retroactivity for the alleged first change in job content would only go back to the applicable date in the subsequent request.
7. If the Company considers there has been a sufficient change in job content of a job contained in Appendix I to change the description and/or evaluation of the said job, the following procedure shall be followed:
- (a) The Company will send a notification to the Union that it intends to change the description and/or evaluation of the job in question and the notification will state insofar as the Company is aware:
 - (i) the change in job content, and
 - (ii) the factor or factors which the Company considers have been affected by the change in job content, and

Appendix V (continued)

- (iii) the Company's reasons therefore.
 - (iv) For the purpose of this Paragraph a change in job content shall be defined as: addition or deletion of job duties, or change in job content mix, or change in conditions surrounding the job, or a change which affects the evaluation as provided for under the "Protective Equipment" part of the Hazard Factor or the "Working Conditions Factor Assessment" of the Working Conditions Factor of the Job Evaluation Plan.
- (b) The Company shall within ten (10) days of such notification call a meeting of the Joint Job Evaluation Committee for the purpose of investigating and reviewing and amending the description and/or evaluation as necessitated by the change in job content.
- (i) Upon agreement being reached by the Joint Job Evaluation Committee, on a job description, that job description shall be initialled by the Company and Union representatives on the said Committee.
 - (ii) Upon agreement being reached by the Joint Job Evaluation Committee, on the evaluation the job evaluation form will be signed in triplicate by the Company and Union representatives on the said Committee.
 - (iii) One copy of the form will be retained by the Union and the other two (2) will be submitted to the Human Resources Manager or delegate for Company approval.
 - (iv) Upon receiving Company approval, one copy of the form signed by the Human Resources Manager, or delegate, will be sent to the Union.
 - (v) If agreement is not reached between the Company and the Union representatives on the Joint Job Evaluation Committee, they will each sign separate statements in duplicate listing the factor or factors or portion of the description or date of retroactivity on which they are in disagreement and giving the reasons therefore provided that the disagreement on factors can only occur if said factors have been affected by the change in job content, and provided that disagreement on the description concerns itself only with whether the job has been correctly described and not as to whether a job duty may or may not be included in the job description. Such statements shall be submitted by the Union to the Company and by the Company to the Union within seven (7) days of the date of the letter from the Company establishing the description and evaluation in accordance with the provisions of Paragraph 7(d).
- (c) If the revised evaluation of a job is amended in the manner provided for in sub-paragraph (b) of this Paragraph, the Company shall forthwith apply the relevant basic hourly wage rate to the job in accordance with the Kitimat Works Job Evaluation System, and such basic hourly wage rate shall be retroactive to the date on which the job content changes affected the evaluation. This shall not go beyond the date of the previous review or revision whichever is the later date. Provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the Joint Job Evaluation Committee agrees to the revised evaluation, and will be payable on approval by the Company of the revision.

Appendix V (continued)

- (d) If no agreement is reached by the Joint Job Evaluation Committee within fourteen (14) days from the date the Company called a meeting of the said Committee as specified in sub-paragraph (b) of this Paragraph, or if no such meeting takes place, the Company shall, upon the expiration of the said fourteen (14) days, so notify the Union in writing and shall, subject to the provisions of Section 7.09(b) of this Collective Agreement, forthwith establish the description and evaluation which the Company considers is consistent with the Kitimat Works Job Evaluation System and shall apply the relevant basic hourly wage rate to the job which shall be retroactive to the date of notification, provided that any change in basic hourly wage rate will only be applicable to employees who are still in the employ of the Company as of the date the said description and evaluation are established by the Company.

- 8. Whenever there is a reduction in a basic hourly wage rate as a result of the evaluation of a job having been reviewed in the manner provided for in this Appendix, the Company agrees that an employee with seniority who at the time is regularly employed on the job the basic hourly wage rate for which has been reduced shall not suffer any reduction in pay as long as they remain on that job. An employee shall be considered to have a "red-circle" rate when, for any reason, they retain a higher rate of pay than that shown in Appendix I hereto for their job classification. An employee having a "red-circle" rate shall not receive a wage increase until the basic hourly wage rate for the job exceeds their "red-circle" rate. If such an employee is absent from work because of an approved absence as defined in Appendix III of this Agreement, or is promoted, demoted temporarily assigned or transferred to another job, except when transferred at their own request, the employee shall be entitled to resume their former rate if they return to their former job within three calendar months. If the employee is absent from work due to industrial or non-industrial injury or illness they shall be entitled to resume their former rate if they return to their former job within twelve (12) calendar months. In all other circumstances the rate for the job shall be paid.

- 9. Notwithstanding the provisions of Paragraph 1 of this Appendix, the Company may establish unevaluated basic hourly wage rates for jobs not set forth in Appendix I of this Agreement. The Company shall notify the Union in writing whenever such a basic hourly wage rate is to be made effective, and furnish the Union with a job description for said unevaluated basic hourly wage rate which shall not be lower than the Base Rate.
 - (a) During the 60-day period following the date of institution the Union may disagree with the basic hourly wage rate instituted by the Company if the Union considers that a higher rate would result if the Job Evaluation Plan had been applied to the classification for which the Company has instituted the unevaluated basic hourly wage rate.
 - (i) To enable the Union to make the above determination, the Union may request that one representative each of the Company and Union Joint Job Evaluation Committee jointly investigate the job content of the classification for which the Company has instituted the basic hourly wage rate.
 - (ii) If the Union considers that a higher rate would result by applying the Job Evaluation Plan, they will inform the Company to this effect within ten (10) days of the investigation as in (i) above, and submit to the Company an evaluation which it believes would result in the correct rate.
 - (iii) The Company will submit to the Union an evaluation for said classification if it does not agree with the Union's proposed evaluation.

Appendix V (continued)

- (iv) If no agreement is reached on the wage rate, the Company and Union shall each sign and exchange separate statements in duplicate outlining their proposed evaluations and their reasons therefore.
 - (v) (v) Within fourteen (14) days after such statements have been exchanged the Company or the Union may refer the disagreement to be resolved as per Article 7.09(b).
10. Time limits mentioned in this Appendix refer to calendar days and may only be extended by mutual consent of the parties
11. Management will announce all new job classifications. Such announcements will be made in a timely manner.

LETTER OF UNDERSTANDING

APP V-LU-#1

Job Evaluation Plan

ENTERED INTO THIS 24th day of July, 1993.

The purpose of this Letter of Understanding is to record the agreement between the Company and the Union regarding the implementation of the 1992 Kitimat Works' Job Evaluation Plan.

The Company and the Union agree:

1. That the 1992 Kitimat Works' Job Evaluation Plan, as recommended by the Joint Job Evaluation Task Force, be fully implemented on the date of ratification of a new Collective Labour Agreement replacing the 1990-1993 Collective Labour Agreement.
2. That the Task Force Working Condition Factor Assessment data of the Task Force Report become an integral part of each applicable job description and evaluation.

If it is found during a subsequent review that an assessment is incorrect but that the condition found existed during the initial assessment made in March 1992, the assessment will be corrected; and, where required, protected points could result for a classification.

3. That protected points shown in some evaluations will permanently remain with those classifications. Protected points can be reduced in the future when any one of these classifications experiences a job content change warranting a higher degree in any factor. Then, such additional points will first be deducted from the "protected points". Similarly, when future job evaluation plan changes would result in additional points, such points will also be deducted from "protected points".

As of 11 May 1992 the following classifications had protected points:

<u>Job Code</u>	<u>Job Title</u>	<u>No. of Protected Points</u>
109000	Anode Operator	18
114500	Cathode Liner Crewleader	17
114600	Cathode Liner 1	14
114700	Cathode Liner	18
165740	Operator Studblast 3 – 8	18
165760	Operator Studblast 7 – 8	18

171010	Potliner 1	22
171020	Potliner	18
174800	Reject Metal Handler	1
179500	Scaffold Erector Assistant	18
179550	Scaffold Erector	18
414942	Cell Operator	17
414943	Cell Operator 1	17

With the implementation of the 1992 Job Evaluation Plan the revised list of classifications with protected points is as follows:

<u>Job Code</u>	<u>Job Title</u>	<u>No. of Protected Points</u>
109000	Anode Operator	18
114940	Senior Cell Operator	17
164740	Operator Studblast 3 – 8	18
165760	Operator Studblast 7 – 8	18
174800	Reject Metal Handler	1
179500	Scaffold Erector Assistant	18
179550	Scaffold Erector	18
414942	Cell Operator	17
414943	Cell Operator 1	17

- The classifications which gained points after the application of the 1992 Job Evaluation Plan be paid in the job class determined by the new total evaluated points.
- The classifications which, through the application of the 1992 Job Evaluation Plan, lost points be maintained at the job class which resulted from the application of the 1978 Job Evaluation Plan.

For the above classifications the applicable working conditions degree will be credited if in future reviews it is found that there has been a significant improvement in working conditions (reduction of three points).

- At the time the Task Force reviewed all evaluated classifications contained in Appendix I for reasons of having no incumbents at review time or being in a state of flux, the following classifications were not reviewed.

<u>Job Code</u>	<u>Job Title</u>
146003	Labourer
154000	Lubrication Man
154200	Lubrication Repairman Wharf
156700	Mate
156800	Watchkeeping Mate
165100	Crewleader Ingot Finishing
172300	Equipment Operator Sumitomo
175810	Repairman Stud Assistant
180500	Serviceman Air Conditioning Filters
181100	Serviceman Scrubber Crewleader
192202	Trades Helper (Area Maintenance)
194000	Unloader Car
195080	Warehouseman Head
196700	Welder Maintenance A

7. If and when the above classifications again have full-time incumbents in them, these classifications be reviewed by the Joint Job Evaluation Committee under the following terms:
 - (a) A classification which is assigned a lower degree in the Working Conditions Factor will maintain the difference in points between the previous and now lower degree as "protected points". If during the Task Force's review of the evaluation of that job a change in job content warrants the assignment of a higher degree in any other factor, these points will not be added to the previous total points but will reduce the number of "protected points" first. When in the future, job content changes warrant a higher degree in any one factor, again the additional points will first be deducted from the "protected points". If the Job Evaluation Plan is changed so that a classification attains more points on account of the change in plan, such additional points will again first be deducted from "protected points". Only when all protected points have thus been used up will the total number of evaluated points increase.
 - (b) Points 4 and 5 above will also apply where required.

APPENDIX VI

REGULATIONS GOVERNING TRADESPEOPLE AND APPRENTICES

1.
 - (a)
 - (i) A Joint Apprenticeship Committee will be maintained by Management and the Union, the members of which shall be employees of the Company in Kitimat Works. The Committee will consist of six (6) members, three (3) of whom will represent Management and three (3) who will represent the Union. One of the Management representatives shall be Chairperson and one of the Union representatives shall be Recording Secretary. The person responsible for apprenticeships will be the Skilled Trades Coordinator.
 - (ii) The Committee shall meet monthly, with dates to be established by the Committee, and may also meet on an ad hoc basis at the request of either party.
 - (b)
 - (i) Apprentices will be under the general direction of the Skilled Trades Coordinator and under the immediate direction of the Supervisor of the department to which they are assigned. The Skilled Trades Coordinator is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training as defined by the Committee. Before an Apprentice is retained on a scheduled work process for a period longer than scheduled, an explanation will be sent to the Skilled Trades Coordinator. The explanation will be reviewed and recommendations made at the next Committee meeting.
 - (ii) The Supervisor from whom an apprentice receives immediate direction will make a report to the Skilled Trades Coordinator on the work and progress of the apprentice every rotation or at the end of each term. The Committee will review the reports and make recommendations where appropriate.
3. The Joint Apprenticeship Committee will be responsible for:

APP VI (continued)

- (a) Determining the standard of qualifications which must be possessed by employees before they can be accepted into an established Apprenticeship or its equivalent in a given trade.
 - (b) Determining, in accordance with the provisions of Paragraph 7 of this Appendix, the suitability of a candidate to enter an established Apprenticeship or its equivalent, and so determining on the basis of a candidate's qualifications and of the recommendations of their department head if the candidate is already an employee of the Company, which term of an established Apprenticeship or its equivalent a successful candidate is qualified to enter.
 - (c) The performance of any other function in connection with the administration of the Apprenticeship Program.
3. If a majority of the Joint Apprenticeship Committee is unable to reach agreement on any matter before the Committee, the Chairperson and/or Recording Secretary of the Committee may advance the disagreement to the Skilled Trades Committee for discussion.
- 4.
- (a) It shall be the Apprenticeship Committee's policy to obtain the best candidate for apprenticeship openings. Where there is not a significant difference between a present employee and a potential new hire, preference will be given to the present employee.
 - (i) The candidate must provide documentation of successful completion of an accredited relevant upgrade course prior to being permitted to write the Apprenticeship test for a 3rd time.
 - (ii) Candidates will be selected based on the merit of results from proficiency and aptitude testing, interview, work history and seniority. In addition, each year of a candidate's Company seniority shall be worth one percent (1%), to a maximum of ten percent (10%), of the candidate's total apprenticeship testing score.
 - (iii) Test results will be valid for any apprenticeship opportunity that may arise within a period of one year from the date of the testing.
 - (iv) Normally only one apprenticeship opportunity is permitted per full time employee. Notwithstanding the foregoing, the Joint Apprenticeship Committee may determine to provide additional training to a tradesperson for the purpose of changing from one trade to another. Each case will be considered on its own merit.
 - (v) The Company will provide on an annual basis, a locally delivered Trades Education Program to assist all hourly employees in preparation for apprenticeship opportunities.**
 - i. The Company will cover all course costs associated with the program**
 - ii. The program will be offered in the fall of each year, with the completion date by the end of spring the following year.**
 - iii. Course content will be determined by the Joint Apprenticeship Committee, subject to approval by both parties**
 - iv. Following the completion of the program and prior to the beginning of preferred vacation period, the apprenticeship selection test will be administered to all qualified candidates.**

(vi) The apprenticeship offering process will be as follows:

- (i) The initial apprenticeship posting for any apprenticeship openings will be made available to regular full time employees in A, B and C seniority groups.**
- (ii) If the numbers of applicants eligible to write the tests are not greater than 1.5 times the number of apprenticeship openings, the apprenticeship offerings will be reposted.
The second posting will be made available to regular full time employees in A, B, C, and T seniority groups.**
- (iii) If after the second posting the number of applicants is not equal to 1.5 times the number of apprenticeship openings, a final posting will be made to all regular full-time and temporary employees in the plant.**

To be considered for an apprenticeship opening, the candidate must meet or exceed a minimum predetermined score.

This minimum predetermined score will be determined by the Joint Apprenticeship Committee.

- (b) An employee shall have earnings maintained as per Article 26.02 to write the required testing for the apprenticeship selection process.**
 - (i) An employee scheduled to work on a regular twelve (12) hour night shift immediately prior to and/or immediately after the testing process shall be given the last eight (8) hours of the shift off with earnings maintained.**
 - (ii) The intent of the Committee is to schedule testing on the employee(s) regularly scheduled working shift. In the event testing falls on the employee's day off, the employee will be paid at the overtime rate as per article 18.03 for all hours allotted for testing.**
5. The following classifications are or shall be established for each trade in which Apprenticeship or its equivalent is or may be required by the Company, and also for an employee initially entering a given trade in Kitimat Works, either as a new hire or in accordance with the provision of Article 9 (Seniority) of this Agreement.
- (a) A Trade Journeyperson if their total trade qualifications are at least equivalent to the standard currently established by the Company for a Trade Apprentice graduate or its equivalent in their Trade; or
 - (b) A Trade Apprentice or its equivalent with their initial classification in a specific term of Apprenticeship or its equivalent determined in accordance with their partial, if any, trade qualifications in their trade. This classification will be further subdivided into as many six (6) months terms as are or may be established by the Company, as required, for an employee to receive complete Trade Apprentice or equivalent training in the skills of their trade.
6. An employee re-entering a given trade in Kitimat Works, in accordance with the provisions of Article 9 (Seniority) of this Agreement, shall be classified by the Company in specific job classification which they last held in that trade, unless their current trade qualifications justify their reclassification in a more appropriate specific job classification.
7. At some time within the six (6) months following the classification of an employee under the provisions of Paragraph 5 or 6 of this Appendix, the

APP VI (continued)

appropriateness of such job classification will be reviewed by the Company and by the Joint Apprenticeship Committee, and the employee may be reclassified by the Company if their initially demonstrated trade qualifications so justify. The Company shall inform the employee of the decision within ten (10) days of such review.

8. If an employee with seniority is selected as an Apprentice, an employee with seniority who has the required trade qualifications and requested a transfer and has not been selected may invoke the provisions of Article 7 (Grievance Procedure) except that the grievance shall be submitted directly to Stage 2 and heard in accordance with Section 7.08(c).
9. Notwithstanding the provisions of Article 9 (Seniority) of this Agreement, the Company, with the agreement of the Joint Apprenticeship Committee, may offer trades training to local people by hiring them as Trades Apprentices.
10. A Trade Apprentice shall be indentured to the Company, and the Company will have general responsibility for the administration of the Apprenticeship Program.
11. No employee will be classified by the Company as a Trade Apprentice or its equivalent unless they undertake to enter into and seriously pursue the established apprenticeship or its equivalent in their trade at Kitimat Works.
12. The following is a statement of policy regarding apprenticeship training:
 - (a) Apprentices entering the Apprenticeship Training Program with minimal prior experience associated with the trade which they are joining, will be afforded the opportunity, wherever possible, of receiving their theoretical trades training in appropriate classes when sponsored by the Ministry Responsible for Apprenticeships or other organization as determined by the Government(s) legislation at the time.
 - (b) Classes will be held in Kitimat when possible, but, where local classes are not available, arrangements will be made in co-operation with the Government, or other agency as designated by the Government, for Apprentices to attend appropriate classes given under government sponsorship elsewhere in British Columbia, or where available.
 - (c) The Company will supply to all Apprentices, free of charge, texts as prescribed by the Ministry Responsible for Apprentices or other organization(s) as determined by the Government(s) legislation at the time for each year of their technical training. Additional recommended texts required for school will also be included upon approval by the Apprenticeship Committee.
 - (d)
 - (i) An employee who is accepted into an established apprenticeship or its equivalent by the Company shall be given the opportunity to obtain the practical and theoretical training required to qualify for an appropriate higher term.
 - (ii) Progression from term to term shall require the employee to demonstrate that they have the trade qualifications to meet the practical and theoretical requirements of each successive term.
 - (iii) The opportunity to obtain such practical and theoretical training shall be restricted only by limits set by operating requirements and by the reasonable availability of training course materials and instructors in the practical and theoretical aspects of their trade as well as classroom facilities.

APP VI (continued)

- (e) An Apprentice will not be assigned to shift work until they have attained the final year of their apprenticeship unless a Journeyperson, or final year Apprentice is also assigned to the same shift. However, the assignment of earlier term Apprentices may be made in an emergency situation or where the Apprentice has special skills which qualify them to perform the assigned work.
- (f) An employee classified by the Company as a Trade Apprentice or its equivalent who fails to meet the requirements of a given term will be given a second opportunity to do so if they so request.
- (g) An employee classified by the Company as a Trade Apprentice or its equivalent who fails to meet the requirements of a given term, in accordance with the provisions of paragraphs 12(d) and 12(f) in this Appendix, may be assigned by the Company to a job opening outside of their trade, in accordance with the provisions of Article 9 (Seniority) of this Agreement.
- (h) After their successful completion of the established Apprenticeship or its equivalent in their trade at Kitimat Works, an employee, if they are subsequently assigned by the Company in their trade, will be classified as a Trade Journeyperson.
- (i) The Company shall maintain an apprentice's earnings at their regular basic hourly rate to the extent of forty (40) hours in a week less any subsidy when an apprentice is required by the Company to attend an apprenticeship course. This maintenance of earnings will apply to time spent in classes plus reasonable travel time.

Subsidies indicated above shall be considered to be earnings for the purpose of determining vacation pay as outlined in Article 13.03.

- (j)
 - (i) Prior to attending Trades School or a Technical training course an Apprentice will receive a lump sum, payment for accommodation and travel directly related to the course. Compensation shall be at the following rates:
 - (a) Accommodation - \$250/week
(while attending school)
 - (b) One night hotel - max \$105 each way
(while traveling beyond Prince George)
 - (c) Travel - \$0.40/km
 - (ii) The travel distance to and from school will be calculated according to the Truckers Atlas. Upon their return, the Apprentice shall provide receipts to prove the mode of transportation or they will be required to reimburse the Company the amount paid out for travel.
 - (iii) If apprentice elects to fly to Nanaimo or Victoria to attend trades school and the plane connection could not be made the same day, hotels in Vancouver recognized by the joint committee will be reimbursed.

13. The Company will not demote Tradespeople as a direct result of establishing Repairperson jobs.

14. The Company will, for current and future apprentices, upon presentation of receipts, reimburse an apprentice fifty percent (50%) of the initial cost of tools to a maximum of seven thousand dollars (\$7,000.00).

The foregoing payment is for tools required by the Company for trade apprentices and are payable to first and second term apprentices only.

APP VI (continued)

15. The Company agrees to make available through a central location, specialized tools required by the trades in the performance of their duties at Kitimat/Kemano Works.
16. Reasonable travel time will be outlined as follows, apprentices are expected to return to work as quickly as is reasonable and practical, thereby maximizing the opportunity to maintain earnings.
17. In those cases where an Apprentice has met the conditions in (16) above and still cannot maintain earnings, the Company will pay up to a fixed amount as specified below:

<u>School Location</u>	<u>Maximum Maintenance of Earnings</u>
Terrace	Nil
Prince George and Beyond	8 hours

18. Apprentices using their own automobiles to travel beyond Prince George and who meet the conditions in (16) above and still cannot maintain earnings, will be granted up to a maximum of sixteen (16) hours of maintenance of earnings.
19. A skilled trades person that is required by law or the Company to obtain an additional license, endorsement or certification to their existing Trades Qualification shall be reimbursed the full cost, by the Company, upon proof by receipts.

LETTER OF UNDERSTANDING

APP VI-LU-#1

Joint Skilled Trades Committee Mandate

ENTERED INTO THIS 4th day of May, 1999.

1. A Joint Skilled Trades Committee will be established and maintained by Management and the Union.
2.
 - (a) This Committee will:
 - (i) oversee the Joint Committees dealing with trades issues (Apprenticeship, Training Trust Fund, Contracting Out) and
 - (ii) discuss, negotiate and resolve trades issues other than those addressed in the named Joint Committees.
 - (iii) **Those job classifications that are listed in Appendix II fall under the mandate of the Joint Skilled Trades Committee as per APP VI-LU-#1.**
 - (b) The Committee will have the authority to discuss, negotiate and recommend changes to the Collective Agreement as they relate specifically to the Skilled Trades.
 - (c) Where a Joint Committee named in 2 (a)(i) above has fully discussed an issue, and cannot reach agreement, the issue may be referred to Joint Skilled Trades Committee by Management, the Union, or jointly. Where a matter is referred to the Joint Skilled Trades Committee, the matter will not be dealt in the original committee, unless so directed by the Joint Skilled Trades Committee.

APP VI-LU-#1 (continued)

- (d) The Parties agree issues will be resolved on their merits. Where fair independent standards exist, they will be used wherever possible to resolve disputes in a principled manner.
3. The Company will, where possible, assign Skilled Trades employees to work with vendors, when necessary, during planning, installation, and after the commissioning of equipment under warranty, in order to provide an appropriate number of Skilled Trades employees with the opportunity to train and develop knowledge and skill necessary to maintain such equipment after the expiry of the warranty period.

Where an issue arises out of the foregoing paragraph, it will be referred to the Skilled Trades Committee for resolution in accordance with 2(d) above.

4.
 - (a) There will be six (6) members of the Committee. Three (3) members will be appointed by Management; and three (3) members will be appointed by the Union. One of the Management members will be the Skilled Trades Coordinator.
 - (b) The Skilled Trades Coordinator's responsibilities shall include administrating the Apprenticeship Program and Trades Training Trust Fund, Chair of the Contracting Out Committee and Chair of the Joint Skilled Trades Committee.
5. The Committee will meet monthly or as required.
6. The parties recognize and agree the Skilled Trades Joint Committee will be reviewed on a regular basis. Where required, the Parties will re-negotiate this Letter to improve and enhance the resolution of Skilled Trades issues. Either Party may give written notice of intent to re-negotiate this Letter, and the Parties will, within thirty (30) calendar days, meet and mutually agree on the terms of this Letter. Failing to reach mutual agreement within the thirty (30) calendar day period will mean this Letter is null and void.

LETTER OF UNDERSTANDING

APP VI-LU-#2

Tool Replacement Policy

ENTERED INTO THIS 14 day of July 1999.

This letter will record the agreement between the parties and will remain in force throughout the term of the Agreement.

1. This policy covers broken tools, lost tools, worn tools, stolen tools, that are listed on the Trades Tool lists which are a requirement in terms of employment as a tradesperson or trades apprentice. Tools not on the list may be replaced if the employee demonstrates to the Supervisor that this tool is a requirement for the job.

The employees understand they must exercise due care and attention while using personal and Company tools in the performance of their duties at Kitimat/Kemano Works.

2. Broken, Worn Out and Stolen Tools

Broken and worn out tools will be taken to the employee's Supervisor when claiming the replacement cost of such tool(s).

Stolen tools will be reported to Plant Protection Services through the Supervisor.

APP VI-LU-#2 (continued)

3. If the tool can be replaced free of charge by the manufacturer, then it will be up to the trades person to have the tool replaced. If the tool cannot be replaced free of charge by the manufacturer, the Supervisor will replace the tool, with a tool of comparable quality within a reasonable period of time.

If the tool is not readily available, the employee will replace the tool and submit a receipt to their immediate Supervisor.

4. The Supervisor reserves the right to refuse a claim if any of the above is not met.

LETTER OF UNDERSTANDING

APP VI-LU-#3

Trades Training Trust Fund Committee

ENTERED INTO THIS _____ day of July, 2005.

It is jointly agreed by the Company and the Union that due to changing technology, the introduction of new equipment and processes that a Training Trust Fund Committee will be maintained by the Company and the Union.

1. Trades Training Trust Fund Committee

- (a) The Committee members shall be employees of the Company in Kitimat Works. The Committee will consist of six (6) members, three (3) Union representatives and three (3) Company Representatives. One of the Company representatives shall be the Skilled Trades Coordinator who shall be the Chairperson and one of the Union representatives shall be the secretary.
- (b) The Plant Training Coordinator shall also be one of the Company Representatives. It shall be the responsibility of the Training Coordinator to advise the committee of all trades related training within the plant and all new programs (e.g. CNC Lathe, crane at wharf)

2. Mandate of Trades Training Trust Fund Committee

The Committee shall be responsible for overseeing implementation and evaluation of Skilled Trades training for tradespersons as listed in Appendix II. The committee shall meet monthly, with dates to be established by the committee and may also meet on an ad hoc basis at the request of either party. Funding is available for those tradespersons listed in Appendix II.

3. Trades Training Trust Fund

Once per year, the Company shall make a contribution to the fund in order to maintain an amount of **two hundred and twenty-five thousand dollars (\$225,000)**. **This contribution will be made by March 31, of each year.** Money can only be released from this fund by cheque, dually signed by one Company and one Union Representative from the committee.

4. Training

- (a) The committee shall be responsible for providing refresher, upgrading and changing technology training. Applications for training must be received and approved by the Committee prior to the start of the course. Upon course completion, attendance and evaluation forms must be reviewed by the committee prior to payment for the course. Only training jointly agreed upon by the committee shall be paid for from the

fund. Training which has historically been done by the Company shall remain the Company's responsibility.

APP VI-LU-#3

- (b) The committee shall be made aware of all trades related training within the plant and all new programs (e.g. CNC lathe, crane at wharf).
- (c) The committee shall not be responsible for providing initial training required due to the implementation of new equipment, projects etc.

LETTER OF UNDERSTANDING

APP VI-LU-#4

Apprenticeships

ENTERED INTO THIS _____ day of July, 2005. **Updated July, 2012.**

The purpose of this Letter of Understanding is to record the agreement reached between the parties regarding the number of Apprenticeships offered.

The Company agrees to offer the following minimum number of apprenticeships in each of the following years;

- a) **6 For 2012**
- b) **6 For 2013**
- c) **6 For 2014**
- d) **6 For 2015**
- e) **6 For 2016**

In the event the technology changes, the Company shall need to review the skills required and the number of trade positions. Any employee occupying a trades position identified by any such review as being over and above the Company's needs, will be offered training as per the provisions of APP VI (4) (a) (iii).

After their successful completion of the established Apprenticeship, an employee, if they are subsequently assigned by the Company in their trade, will be classified as a Trade Journeyman.

This letter does not run with the term of the Agreement, and expires on the final day of the negotiated term, as set out in Clause 27.01 (b).

LETTER OF UNDERSTANDING

APP VI-LU-#5

Apprenticeship/Transition Employee Exchange

ENTERED INTO THIS 30th day of April, 2007.

The purpose of this Letter of Understanding is to document the agreement reached between the parties regarding a variance as to the use of Transition Employees to fill positions for regular employees who have been selected for an apprenticeship.

1. Where openings are created as the result of employees accepting an apprenticeship they shall be filled in the following manner;
 - a) The position shall be offered to a surplus employee.
 - b) In the event there are no surplus employees available, the opening shall be offered as per Article 9 of the Collective Agreement.
 - c) A Transition Employee will be offered the position available after the conditions in a) & b) above have been satisfied.

2. Only one Transition employee will be allowed to fill an opening for each apprenticeship offered.

APP VI-LU-#5 (continued)

3. The work term for the Transition Employee(s) will be the end of the Collective Agreement or, if the Modernization Project does not proceed, whichever comes first.
4. In the event a regular full time employee becomes surplus during the work term of the Transition employee they shall be offered the position occupied by the Transition Employee.
5. The Transition Employee(s) rights referred to in this Letter of Understanding will be maintained as per Letter of Understanding 24-LU-#4 - Transition Employees.

APPENDIX VII

LAY-OFF, BUMPING AND RECALL PROCEDURE

1. Assignments in Lieu of Lay-Off

- (a) As an alternative to laying off an employee, the Company may assign an employee into any job opening within their department in accordance with the provisions of the Collective Labour Agreement.
- (b) Where two or more job openings are available within a department and one or more employees in that department are subject to lay-off, the employee with superior Company seniority shall have the right to choose the job to which they wish to be assigned, unless it can be demonstrated that the skills, competence, efficiency and qualifications of one of the employees concerned are appreciably greater. Upon being notified of the possibility of lay-off and the job openings available in the department, an employee shall have twenty-four (24) hours in which to express their preference.
- (c) An employee who refuses an assignment to a job opening within their department shall not be transferred to a job outside their department under Section 2 and shall not be entitled to exercise bumping rights under this Appendix.
- (d) The rights of the Company and employees under Section 1 shall take priority over any other claim to a job opening under any other provision of the Collective Labour Agreement.

2. Transfers in Lieu of Lay-Off

- (a) Assignments in lieu of lay-off will be made by the Company within a department before transfers in lieu of lay-off will be made by the Company from one department to another department.
- (b) As an alternative to laying off an employee, the Company may transfer an employee into any job opening outside their department in accordance with the provisions of the Collective Labour Agreement.
- (c) Where two or more job openings are available within a department, and one or more employees from another department or departments are subject to lay-off, the employee with superior Company seniority shall have the right to choose the job to which they wish to be transferred, unless it can be demonstrated that the skills, competence, efficiency and qualifications of one of the employees concerned are appreciably greater. Upon being notified of the possibility of lay-off and the job openings available within another department, an employee shall have twenty-four (24) hours in which to express their preference.

Appendix VII (continued)

- (d) An employee who refuses a transfer under Section 2 shall not be entitled to exercise bumping rights under this Appendix.
- (e) The rights of the Company and employees under Section 2 shall take priority over any other claim to a job opening under any other provision of the Collective Labour Agreement except Section 1 of this Appendix.

3. Bumping Rights

- (a) An employee who does not accept an assignment or transfer as described in Sections 1 and 2, is not entitled to exercise bumping rights. They must elect to either:
 - (i) accept lay-off; or
 - (ii) convert from regular status to temporary status with Company seniority converted to temporary Company Seniority (CS) under Section 8.
- (b) Only employees with three (3) or more years of Company seniority may exercise bumping rights under Sections 4 and 5.
- (c) An employee may only bump into another department if they are not entitled to bump within their own department in accordance with the provisions of Section 4.
- (d) The trigger for exercising bumping rights shall be the hand delivery to the employee of written notice from the Company of the employee's lay-off.
- (e) The provisions of Appendix VII shall apply to employees displaced through bumping.

4. Bumping Within a Department

- (a) An employee with bumping rights may either:
 - (i) bump into any job in their own department which they have held within the last nine (9) years provided they have the necessary skills, competence, efficiency and qualifications and the employee they are displacing has less Company seniority; or
 - (ii) bump into any job in their own department which requires no more than
 - Degree 2 in experience; or
 - Degree 3 in experience, subject to the proviso that no more than twenty-five percent (25%) of the active incumbents of any job classification with three or more active incumbents in their department may be bumped in this manner; or
 - bump any Learner 1 or Learner 2 incumbent who is in an established learner ladder, provided that they start at the Learner 1 level, provided they have the necessary skills, competence, efficiency and qualifications and the employee they are displacing has less Company seniority.
- (b) Notwithstanding the provisions of Section 4(a), the Company reserves the right to select to which of such jobs the employee may bump into. However, in doing so the Company shall, other things being equal, take into account the previous experience of the employee in the department.

5. Bumping Into Another Department

(a) In bumping into another department, an employee with bumping rights may either:

(i) bump into any job they have held within the last nine (9) years, provided they have the necessary skills, competence, efficiency and qualifications and the employee they are displacing has less Company seniority; or

(ii) bump into any job in another department which requires no more than

Degree 2 in experience; or

Degree 3 in experience, subject to the proviso that no more than twenty-five percent (25%) of the active incumbents of any job classification with three (3) or more active incumbents in any department may be bumped in this manner; or

bump any Learner 1 or Learner 2 incumbent who is in an established learner ladder, provided that they start at the Learner 1 level, provided they have the necessary skills, competence, efficiency and qualifications and the employee they are displacing has less Company seniority.

(b) Notwithstanding the provisions of Section 5(a), the Company reserves the right to select to which of such jobs the employee may bump into. However, in doing so the Company shall, other things being equal, take into account the previous experience of the employee in any department.

6. Kitimat and Kemano

Kitimat employees will be able to bump Kemano employees and vice-versa, but only if no job is available for assignment or for being bumped into in the locale in which the employee is incumbent.

Further to this, any employee considered for employment in a locale other than that in which they are incumbent, in conjunction with this provision, must have five (5) years of Company seniority. Kitimat employees who wish to bump into jobs in Kemano must qualify for assignment to Kemano as per Letter of Understanding 25-LU-#1.

7. Subsequent Transfers and Assignments

An employee who has exercised bumping rights under Sections 4 or 5 may not submit a request in writing to the Company to be transferred or assigned to another job opening under any of the provisions of the Collective Labour Agreement for a period of nine (9) months unless they have been given notice that they will be laid off from the position into which they have bumped.

8. Election of Temporary Status

(a) An employee who has refused an assignment or transfer under Sections 1 or 2 or who has been unable to exercise bumping rights under Sections 4 or 5 shall be required to elect to either:

(i) accept lay-off; or

(ii) convert from regular status to temporary status with Company seniority converted to temporary Company Seniority (CS).

Appendix VII (continued)

- (b) Regardless of the employee's election under Section 8(a), an employee shall be deemed to be laid off as of the date of conversion for the purposes of recall rights and seniority accumulation, retention and loss. This will not restrict the right of an employee who has converted to temporary status to accumulate Company seniority after one hundred and eighty (180) days in accordance with the provisions of Letter of Understanding 09-LU-#2. An employee who elects lay-off shall not be eligible to be considered for any temporary work.
- (c) In no circumstances, however, shall the Company be obliged to assign an employee from Kitimat to Kemano, or from Kemano to Kitimat.

9. Temporary Employee Status

Upon conversion to temporary employee status, the converted status employee shall be entitled to exercise rights under Letter of Understanding 09-LU-#2 in accordance with their converted temporary Company Seniority (CS)".

10. Training for Temporary Positions

The Company will provide the same level of training to converted status employees as is provided to other temporary employees, provided the converted status employee meets the basic requirements of the area.

11. Integration/Supplemental Employment Benefits

- (a) Subject to the requirements of the Employment Insurance Act and Regulations, a converted status employee who meets all of the eligibility requirements set out in Article 23.03 and who receives earnings from temporary employment, may be fully or partially entitled to supplementary employment benefits, provided that the employee's earnings from temporary employment, their employment insurance benefits and the supplementary employment benefits do not exceed ninety-five percent (95%) of the earnings they would have received working in the job classification from which they were laid off in accordance with their regular shift schedule. Total earnings and benefits shall be calculated on a weekly basis.
- (b) The Special Supplemental Employment Benefit referred to in Article 23.03(f) shall only be payable once, to those qualifying pursuant to Article 23.03(f).

12. Benefits

Benefits shall be provided to laid-off and converted status employees in accordance with the table set out below.

13. Recall

- (a) Job openings shall be assigned by the Company in accordance with the provisions of Article 9.
- (b) A laid off or converted status employee shall be recalled to their original job or to any job opening in their department; or to any other job opening for which the employee has **submitted as application as per Article 9.02 - Job Posting**; in order of Company seniority, provided the employee has the necessary skills, competence, efficiency and qualifications.
- (c) A laid off or converted status employee is not eligible for recall to a job opening if they have already refused an assignment or transfer to the available job as an alternative to lay-off.

Appendix VII (continued)

- (d) A laid off or converted status employee who does not return to work in accordance with the provisions of Article 9.09(a), shall be considered to be a voluntary quit.

BENEFITS – LAID-OFF EMPLOYEE

	Works as a Temp	Doesn't Work
How would continuation of benefits work for:		
1. M.S.P.	Applies as long as employee works a few hours a month.	Applies to end of month following the month of lay-off.
2. E.H.B.	Applies as long as temporary has "Company Seniority".	Not covered. If recalled within 12 or 15 months, as per 9.09, would be eligible no later than the beginning of the month next following recall.
3. Dental	Applies as long as temporary has "Company Seniority"	Not covered. If recalled within 12 to 15 months, as per Article 9.09, and was on dental plan previously, would be eligible no later than the beginning of the month next Following recall. Otherwise would pick up at previous time towards qualifying.
4. Pension	Pensionable service continues pro-rated to actual hours worked.	Pensionable service on hold to end of 12 or 15 months.
5. Life Insurance	Basic unit maintained. Contributing units maintained if employee pays.	Basic unit maintained for 12 or 15 months. Contributing units maintained if employee pays.
6. D.I.P.	Entitled to D.I.P. for period of his work assignments	None
7. L.T.D.	None	None

APPENDIX VIII

PERMANENT CLOSURE

NOTICE

The Company agrees that employees affected by a permanent closure shall be given sixty (60) days' notice of closure.

SEVERANCE PAY

Employees terminated by the Company because of permanent closure of the RTA Kitimat smelter plant and/or the Company's Kemano power operation shall be entitled to severance pay computed as follows:

Appendix VIII (continued)

- (a) Eighty (80) hours pay at the employee's regular basic wage rate as on the date of termination for each year of company seniority accumulated by the employee to a maximum of two thousand and eighty (2080) hours pay. Pursuant to this calculation, severance pay for uncompleted years of service shall be computed on the basis of completed months of service.**
- (b) For employees with one (1) year of company seniority at the date of termination, severance pay shall not be less than four (4) weeks pay.**
- (c) The Company will continue M.S.P. contributions until the end of the month following the month of termination.**

An employee who receives severance pay will be deemed terminated effective the last day worked and will lose all seniority and employment rights, and if re-employed by the Company, shall start as a new employee.

VOLUME II

The balance of this Agreement summarizes the main provisions of the negotiated health, dental, disability and other plans in place at

RIO TINTO ALCAN INC. - KITIMAT WORKS

For

HOURLY-PAID EMPLOYEES

Of

UNIFOR LOCAL 2301 KITIMAT-KEMANO

RIO TINTO ALCAN INC
EMPLOYEE HEALTH, DISABILITY AND BENEFITS PLANS
For
HOURLY-PAID EMPLOYEES
UNIFOR LOCAL 2301
KITIMAT-KEMANO

This volume summarizes the main provisions of the negotiated health, dental, disability and other plans in place for regular and temporary hourly employees at **Rio Tinto Alcan** Inc. in Kitimat and Kemano, B.C. Interpretation of the various plan provisions, however, is governed in all cases by the terms of each official plan text. A copy of these documents may be obtained upon request.

Rio Tinto Alcan's Representative, (Oracle Financial Services), are available to answer your questions regarding benefits. Call 632-4747.

Pacific Blue Cross (P.B.C.) is the plan administrator on **Rio Tinto Alcan's** behalf for the Extended Health, Medical Travel, Vision Care and Dental Care Plans. If you need more information about your coverage, please contact the Oracle Financial Services.

The Disability Indemnity Plan (D.I.P.) is a Company-paid short-term disability plan. The Great-West Life Assurance Company insures the 10% Optional L.T.D. plan for **Rio Tinto Alcan** and the basic L.T.D. Plan is a Company - paid benefit.

HEALTH BENEFITS

Health care plans are designed to assist you with medical and hospital expenses. Both the Province and **Rio Tinto Alcan** sponsor health care plans work together to protect you. These Plans are:

Provincial

- *Medical Services Plan of B.C.
- *Pharmacare Plan
- *British Columbia Hospital Program

Rio Tinto Alcan

- *Extended Health Benefits Plan
- *Medical Travel Benefits Plan
- ***Rio Tinto** Alcan Dental Plan
- *Vision Care Plan
- *Prescription Safety Glasses
- *Disability Indemnity Plan
- *Long Term Disability Plan

Article 28 - MEDICAL SERVICE PLAN OF BRITISH COLUMBIA

28.01

As residents of British Columbia, you and your dependents should apply for coverage with the Medical Services Plan of British Columbia (M.S.P.) which includes the Pharmacare Plan and the British Columbia Hospital Program.

How do I apply?

At time of employment, you will be given the M.S.P. application, at which time the effective date of coverage is established.

28.02

ELIGIBILITY

- (a) Your eligible dependents under this plan are:
- (i) Your spouse (which means a member of the same or opposite gender in a marriage or marriage-like relationship)
 - (ii) any unmarried child, stepchild, legally adopted child, or legal ward of a subscriber supported by you, and
 - (iii) under age 19, or
 - (iv) under 25 years and in full time attendance at a school or university.
 - (v) If there is a change in the number of your eligible dependents, please notify the Oracle representatives immediately.
- (b) What happens to my dependents' coverage if I divorce?
- (i) In cases of divorce, a former spouse is no longer eligible for coverage on an employee's plan, and children will be covered by the parent who has custody.
- (c) My parents reside with me. Can they be covered under my Plan?
- (i) No, parents or grandparents must apply for individual coverage. Premium assistance is available for those on reduced income.

28.03

COST

- (a) Medical Services Plan of British Columbia
- (i) **Rio Tinto Alcan** pays the full cost of the premium. This cost is reported on your T-4 slip as a taxable benefit.
- (b) Pharmacare Plan
- (i) There is no separate charge for this plan.
- (c) British Columbia Hospital Program
- (i) There is no monthly premium for this program. There is currently no charge to you if you are hospitalized and assigned to a ward. There is a hospital co-insurance charge if you request a semi-private or private room, and this charge is recoverable under your extended health benefits plan.

Article 28 (continued)

28.04

BENEFITS

(a) M.S.P. provides the following benefits:

- (i) Medically required services provided by a physician, or a specialist (such as a surgeon, anaesthetist or psychiatrist or ophthalmologist) when referred by your physician;
- (ii) Maternity care provided by a physician;
- (iii) Diagnostic x-ray and laboratory services provided at approved diagnostic facilities, when ordered by a registered physician, podiatrist, dental surgeon or oral surgeon;
- (iv) Dental and oral surgery when medically required performed in hospital.
- (v) Orthodontic service related to severe congenital facial abnormalities. (Please contact M.S.P. for further information on this benefit)

28.05

ADDITIONAL BENEFITS

(a) The following are benefits only when performed in BC:

- (i) Medically required (i.e. not routine) eye examinations are a benefit for all M.S.P. beneficiaries.
- (ii) Routine eye examinations are a benefit only for M.S.P. beneficiaries eighteen (18) years of age and younger or sixty-five (65) years of age and older.
- (iii) Surgical podiatry services are a benefit for all M.S.P. beneficiaries.

28.06

EXCLUSIONS

(a) M.S.P. does not provide coverage for the following:

- (i) Services that are not deemed to be medically required, such as cosmetic surgery;
- (ii) Dental services, except as outlined under benefits;
- (iii) Routine eye examinations for persons nineteen (19) to sixty-four (64) years of age;
- (iv) Eyeglasses, hearing aids, and other equipment or appliances;
- (v) Chiropractic, massage therapy, naturopathy, physical therapy and non-surgical podiatry services;
- (vi) Annual or routine examinations where there is no medical requirement;
- (vii) Services of counsellors or psychologists;
- (viii) Medical examinations, certificates or tests required for:
 - Driving a motor vehicle
 - Employment
 - Life insurance
 - School or university
 - Recreational and sporting activities
 - Immigration purposes
 - Medication (prescription drugs)

LETTER OF UNDERSTANDING

28-LU-#1

Retiree's Benefits
And Life Insurance Option

ENTERED INTO THIS 26th day of July, 1996. **UPDATED July, 2012.**

For British Columbia and Alberta residents, with effective dates as noted below, the Company agrees to pay the cost of the premiums for the following benefits for present and future retirees to age sixty-five (65) and from age sixty-five (65) to age seventy (70), as follows:

1. Medical Services Plan (M.S.P.) before age sixty-five (65):

For the purpose of this paragraph, the M.S.P. subsidy is:

Effective Jan. 1, 2013			
Single	\$ 54.00	Single	\$64.00
Couple	\$ 96.00	Couple	\$116.00
Family	\$108.00	Family	\$128.00

- (a) Should a single retiree die prior to reaching age sixty-five (65), the M.S.P. subsidy will end at that time. Should a retiree die, leaving a spouse or qualifying dependent, the applicable M.S.P. subsidy will end at the earlier of:

- (i) **thirty-six (36)** months following the end of the month in which death occurred, or
- (ii) the death of the spouse,

subject to the applicable amount after the retirees sixty-fifth (65th) birthday.

- (b) Should the Provincial Government of B.C. reduce or eliminate the M.S.P. premium, the M.S.P. subsidy will change in the same manner for B.C. residents. The M.S.P. subsidy is taxable.
- (c) Should the Provincial Government of Alberta **reduce or** eliminate the M.S.P. premium, the M.S.P. subsidy will also be eliminated for Alberta residents. The M.S.P. subsidy is taxable.
- (d) The Company will pay the monthly amount to the retiree by direct deposit. In either case should the premium exceed the M.S.P. subsidy, the retiree, or the spouse or qualifying dependent as the case may be, will be responsible for the outstanding balance of the monthly premium.

2. M.S.P. from age sixty-five (65) to age seventy (70) (Effective 1 January, 2006):

- (a) For retirees who are members of the "**Rio Tinto Alcan Medical Plan for Retired Employees**" (**RTAMPRE**) and are residents of the Pacific Northwest region of British Columbia (PNBC):

For the purpose of this paragraph, the M.S.P. subsidy is:

Effective January 1, 2013			
Single	\$ 54.00	Single	\$64.00
Couple	\$ 96.00	Couple	\$116.00
Family	\$108.00	Family	\$128.00

- (b) For retirees who are members of **RTAMPRE** and are residents of British Columbia (outside of the Pacific Northwest region):

For the purpose of this paragraph, the M.S.P. subsidy is:

		Effective January 1, 2013	
Single	\$ 36.00	Single	\$43.00
Couple	\$ 64.00	Couple	\$77.00
Family	\$ 72.00	Family	\$85.00

- (c) For retirees who are residents of British Columbia and are not members of **RTAMPRE**:

For the purpose of this paragraph, the M.S.P. subsidy is:

		Effective January 1, 2013	
Single	\$ 18.00	Single	\$22.00
Couple	\$ 32.00	Couple	\$39.00
Family	\$ 36.00	Family	\$43.00

- (d) For retirees who are residents of Alberta:

For the purpose of this paragraph, the M.S.P. subsidy is nil.

- (e) Should a single retiree die after reaching age sixty-five (65) and prior to reaching age seventy (70), the M.S.P. subsidy will end at that time. Should a retiree die after reaching age sixty-five (65) and prior to reaching age seventy (70), leaving a spouse or qualifying dependent, the M.S.P. subsidy will end at the earlier of:

- (i) what would have been the retirees seventieth (70th) birthday, or
- (ii) **thirty-six (36)** months following the end of the month in which death occurred, or
- (iii) the death of the spouse.

- (f) Should the Provincial Government of B.C. reduce or eliminate the M.S.P. premium, the M.S.P. subsidy will change in the same percentage for B.C. residents. The M.S.P. subsidy is taxable.

- (g) Should the Provincial Government of Alberta eliminate the M.S.P. premium, the M.S.P. subsidy will also be eliminated for Alberta residents. The M.S.P. subsidy is taxable.

- (h) The Company will pay the monthly amount to the retiree by direct deposit. In either case should the premium exceed the M.S.P. subsidy, the retiree, or the spouse or the qualifying dependent as the case maybe, will be responsible for the outstanding balance of the monthly premium.

3. Choice of one-half (½) unit of life insurance or Equivalent Cash Subsidy for Lifetime:

Have the choice of

- (i) ½ unit life insurance lifetime; or
- (ii) Equivalent cash subsidy for lifetime.*

*** With this option, the employee renounces his right irrevocable to his post retirement basic life insurance to which he is entitled under RTALIP and, if applicable to him, his MSP subsidy and instead of these benefits, he chooses**

to receive, commencing on his retirement date, a lifetime monthly annuity which shall be subject to the same payment guarantee as his pension under the Rio Tinto Alcan Pension Plan (Canada).

4. Vision Care

The Company agrees current and future retirees and their dependents will maintain coverage under the **Rio Tinto Alcan** Vision Care Plan, as per Article 35 (b) for active employees, until the retirees seventieth (70th) birthday.

Furthermore, the Company agrees to cover one routine eye examination every two years for current and future retirees until the retiree's sixty-fifth (65th) birthday.

5. Dental

(a) Plan A

The Company agrees to maintain coverage under Dental Plan A (basic) maximum two hundred and fifty dollars (\$250) per person per year for current and future retirees and their dependents until the retirees seventieth (70th) birthday. **Effective 1 January 2013 this benefit shall increase to \$275 and effective 1 January 2015 this benefit shall increase to \$325.**

(b) Plan B

Effective 1 January 2008, the Company agrees current and future retirees and their dependents will maintain coverage under Dental Plan B (Major Restorative Dental Care), as per Article 34 (b) for active employees, up to a lifetime maximum of one thousand dollars (\$1,000) per family. **Effective 1 January 2013 this benefit shall increase to \$1,100 and effective 1 January 2015 this benefit shall increase to \$1,200.**

6. Death

If a retired employee dies before their seventieth (70th) birthday, **Rio Tinto Alcan** will provide Vision Care and Dental Plan A coverage, as outlined in this letter, to their surviving spouse for an additional **thirty-six (36) months**.

Article 29 - OUT OF PROVINCE BENEFITS

29.01

M.S.P. will help pay for unexpected medical services you receive anywhere in the world, provided the services are medically required, rendered by a licensed medical practitioner and normally insured by M.S.P. Services of a chiropractor or physical therapist are not covered outside of B.C.

Reimbursement will not exceed the amount payable had the same services been performed in B.C. Any excess cost is the responsibility of the beneficiary. Most physicians in other Canadian provinces (except Quebec) will bill their own provincial plan for services provided if a valid B.C. CareCard is presented. In Quebec or outside Canada, payment will probably be required for medical services and the beneficiary seeks reimbursement later from M.S.P.

29.02

Out of country claims must be submitted within ninety (90) days of service. In-patient hospital claims must be submitted within six (6) months of discharge. If there is a difference in payable between what M.S.P. will reimburse and the physician's fees, the difference is the responsibility of the patient. B.C. residents

Article 29 (continued)

Article 29 (continued)

should purchase additional health insurance or contact their employer extended health benefits plan to determine the policy provisions.

29.03

If you leave Canada specifically to obtain medical or hospital care, it is necessary for the medical specialist looking after your care in B.C. to write to M.S.P. and provide information regarding the medical necessity for a referral outside Canada.

Article 30 - PHARMACARE PLAN

30.01

Pharmacare is a program of the Ministry of Health providing assistance to B.C. residents with the purchase of most prescription drugs; ostomy supplies for ostomates; insulin, syringes and needles for insulin dependent diabetics; designated permanent prosthetic appliances and blood glucose monitoring strips for holders of valid Certificates of Training. The Home Oxygen Program, formerly administered by Pharmacare, was transferred to the B.C. Health Authorities, effective 1 May, 2002.

30.02

After the annual deductible (one thousand dollars (\$1,000) in 2002) and subject to change by the Ministry of Health), you are reimbursed seventy percent (70%) of eligible expenses.

30.03

In the last few years, the government introduced cost savings measures to ensure protection from high drug costs and to keep Pharmacare affordable for the future. "Low cost alternative drugs" and "reference-based pricing" are two ways to keep prescription drugs at more affordable prices to British Columbians.

30.04

Please refer to Article 32.07 for a description of the drug coverage under your extended health benefit program.

Article 31 - B.C. HOSPITAL PROGRAM

If you require hospitalization for treatment of a medical condition, the B.C. Hospital Program covers you for standard ward accommodation. The use of the operating room, emergency room and case room are all included in your coverage. Laboratory facilities, outpatient facilities for narcotic or psychiatric treatment, radiotherapy and physiotherapy are also part of your coverage.

Note: Articles 28 through to and including Article 31 are not subject to negotiation but are included for information purposes only.

The above outline on M.S.P., Pharmacare and the B.C. Hospital Program is a brief overview of comprehensive programs. Visit their website for all of the services provided by these government plans.

www.healthservices.gov.bc.ca

Article 32 - EXTENDED HEALTH BENEFITS PLAN

32.01

COVERAGE

Most charges which are not covered by the Provincial Health Plans are eligible for reimbursement under the Extended Health Benefits Plan.

32.02

COST/DEDUCTIBLE

The Extended Health Benefits Plan premium is paid by the Company. There is only one twenty-five dollar (\$25) annual family deductible which can be met by out-of-province or in-province hospital or medical expenses, prescription drug

Article 32 (continued)

expenses, vision care expenses, or other eligible expenses as outlined in this Vol. II.

32.03

ELIGIBILITY

(a) You are eligible for coverage under the Extended Health Benefits Plan (E.H.B.) from the first of the month following your date of permanent employment or upon achieving Company Seniority (CS) as a temporary employee.

(b) Are my spouse and children covered?

(i) Yes, as soon as your coverage begins. If you acquire a spouse or children at a later date, coverage begins on the first day of the month following the date you apply for coverage.

Remember to apply as soon as possible after marriage or after the birth of your child.

(c) How is my family covered in a common-law relationship?

(i) You must have lived with your spouse for at least six (6) months. A legal document (Statutory Declaration) about your co-habitation can be applied to the waiting period of six (6) months. Children of your common-law spouse can be covered if you are their legal guardian.

(ii) If you or a dependent are currently in hospital when coverage would normally begin, the coverage for that person will start once hospitalization has terminated.

32.04

ELIGIBLE DEPENDENTS

(a) "Spouse" means the member's legal spouse or a person who has been residing with the member continuously for a period of at least six (6) months and has been publicly represented as the member's spouse in the community in which they reside.

(b) Any unmarried child under twenty-one (21) years of age who is living with and is financially dependent on the Member or Spouse and under twenty-five (25) years of age if the unmarried child is also in full-time attendance (in accordance with the respective academic calendar) at a recognized educational institute.

Children who are unemployable, residing with and mainly dependent upon you due to a mental or physical disability are covered to any age.

If there is a change in the number of eligible dependents, please notify the Oracle Financial Services (632-4747) immediately.

32.05

COVERAGE

(a) The E.H.B. Plan will reimburse you for ninety percent (90%) of most medical expenses, after you have paid the annual deductible of twenty-five dollars (\$25). If you are reimbursed more than one thousand dollars (\$1,000) of expenses in one year, all additional charges in that year will be reimbursed at one hundred percent (100%).

(b) To qualify for dual coverage, you and your spouse, who is also a regular hourly **Rio Tinto Alcan** employee, must be residing at the same address and be both legally responsible for your children. Reimbursement of eligible expenses cannot exceed one hundred percent (100%) of the cost.

Article 32 (continued)

Dual coverage is also permissible with other employer plans.

32.06

ELIGIBLE EXPENSES

The E.H.B. Plan covers you and your dependents for most eligible expenses not covered by M.S.P. such as:

- (a) Covered at one hundred percent (100%)
 - (i) Semi-private or private room charges in a public general hospital.
 - (ii) Hospital co-insurance of the extended care unit of a public general hospital, including the G.F. Strong Rehabilitation Centre.
 - (iii) Licensed ground or air ambulance services in an emergency, requiring transportation to and from the nearest hospital equipped to provide the required treatment.
- (b) Covered at ninety percent (90%)
 - (i) Eligible medical expenses for you and your family, including customary and reasonable charges for the following supplies and services.
 - (a) Chiropractic services - to a maximum of **five hundred and fifty hundred dollars (\$550)** per calendar year and one set of x-rays per calendar year. Effective 1 January **2015**, this benefit shall increase to **six hundred dollars (\$600)**.
 - (b) Fees of naturopaths (but not x-rays or acupuncture services) and podiatrists (but not x-rays or appliances) registered in B.C. and/or acupuncture treatments ordered and rendered by a physician licensed in B.C. to perform acupuncture, to a combined maximum of five hundred and fifty dollars (\$550) per calendar year.
 - (c) Custom fitted orthopaedic shoes, (including repairs), and modifications to stock item footwear, to an annual maximum of \$500.
 - (d) Custom-made foot orthotics and arch supports to a maximum of six hundred dollars (\$600) every forty-eight (48) months. **Effective 1 January 2013, this benefit shall increase to six hundred dollars (\$600) every thirty-six (36) months.** For dependents under age sixteen (16) custom made foot orthotics and arch supports to a maximum of four hundred dollars (\$400) every twelve (12) months.
 - (i) Benefits (c) and (d) must be prescribed by a physician or podiatrist or physiotherapist, or chiropractor for the proper management of congenital or post-traumatic foot problems.
 - (ii) The following expenses are covered if ordered or prescribed by your attending physician or specialist:
 - (a) Drugs and medicines, including oral contraceptives, **and erectile dysfunction (ED) drugs when prescribed by a specialist**, legally requiring a prescription. (Refer to 32.07 for information on prescriptions drugs and use of the pay direct drug card)
 - (b) Hearing aids to a maximum of one thousand four hundred dollars (\$1,400) during a five (5) calendar year period. Does not include batteries, recharging devices, or other such accessories. **Effective**

1 January 2013 this benefit shall increase to one thousand and four hundred dollars (\$1,400) per ear.

Replacements will be covered only when the hearing aid cannot be satisfactorily repaired.

- (c) Intra uterine devices.
 - (d) Foldable lenses for cataract surgery to a maximum of four hundred dollars (\$400) per eye per eligible person (lifetime) when recommended by an eye surgeon.
- (iii) Written authorization may be required from the referring physician on the following:
- (a) Fees for physiotherapists and massage practitioners registered in B.C. to an annual maximum of four hundred and fifty dollars (\$450) per service. **Effective 1 January 2014, this benefit shall increase to an annual maximum of four hundred and seventy five dollars (\$475).**
 - (b) Fees of speech therapists to an annual maximum of two thousand dollars (\$2,000).
 - (c) Fees of clinical psychologists to an annual maximum of eight hundred dollars (\$800). **Effective 1 January 2016, this benefit shall increase to nine hundred dollars (\$900).**
 - (d) Services of a registered nurse required for an acutely ill patient hospitalized in a public general hospital in B.C. up to a maximum of one thousand (1000) hours per calendar year.
 - (e) Effective 1 January, 2004, if recommended by a Doctor, Home Care Services provided by a person employed by an organization that specializes in home care services will be reimbursed for certain expenses provided those services incur within thirty (30) days following the person's release from hospital. Basic daily activities; regular home maintenance; meal preparation; accompaniment to appointments to receive medical or paramedical treatment or aftercare will be covered to a maximum of three thousand five hundred dollars (\$3,500) per thirty-six (36) months. Services provided by a close relative are not covered.

For the purposes of clarity the following expenses are excluded from this coverage:

- (i) Expenses incurred further to day surgery.
 - (ii) Expenses incurred while the convalescing person is able to carry out basic daily activity.
- (f) Insulin, syringes, needles and testing supplies for diabetics and injections of Vitamin B12 for the treatment of pernicious anaemia and blood glucose monitors.
 - (g) Insulin infusion pumps (when basic methods are not feasible).
 - (h) Walkers, crutches, casts, collars and trusses, but NOT elastic or foam supports.
 - (i) Rigid support braces and permanent prostheses eyes, limbs, larynxes and mastectomy forms).

Article 32 (continued)

- (j) Wigs and hairpieces required as a result of medical treatment or injury to a lifetime maximum of five hundred dollars (\$500).
 - (k) Ostomy and ileostomy supplies.
 - (l) Oxygen, oxygen masks and regulators, blood and blood plasma.
 - (m) Rental or purchase (for long term disability) of such standard durable equipment such as manual wheelchairs and manual type hospital beds, (electrical wheelchairs will be covered only when the patient is incapable of operating a manual wheelchair, otherwise P.B.C. will pay the manual equivalent).
 - (n) Breathing machines and appliances including respirators, compressors, iron lung, respirator or cardiac screener.
- (iv) P.B.C. requires preauthorization for expenses in excess of five thousand dollars (\$5,000). P.B.C. retains the right to determine whether equipment shall be rented or purchased.

32.07

PRESCRIPTION DRUGS AND PAY DIRECT DRUG CARD

- (a) Negotiated in January 1999, the pay direct drug card allows you to purchase prescription drugs that eliminates the need to file a claim to P.B.C. Present the card to the pharmacist and you will be charged your portion of the cost of the prescription drug.
- (b) Prescription drug expenses will be reimbursed at ninety percent (90%) of the cost of an eligible drug expense as defined in the contract (eligible for sale and distribution in Canada, requires a prescription, dispensed by a licensed pharmacist or physician, meets the day's supply and not excluded under the contract).
- (c) The parties agree a well-managed, cost efficient drug plan is the desired result. To this end, a joint educational program involving the Company and the Union will be developed and communicated on an annual basis. The purpose of this program is to educate people on the value of using generic drugs where and when possible in order to moderate the costs associated with brand name drugs. The target audience shall be current employees, retirees, physicians and pharmacists in the Kitimat & Terrace area.
- (d) Where a vendor accepts the pay direct drug card for items listed below, you will not be required to file a claim to P.B.C. and will only be charged your portion of the cost.
 - (i) Insulin, syringes, needles and testing supplies for diabetics and injections of Vitamin B12 for the treatment of pernicious anaemia and blood glucose monitors.
 - (ii) Ostomy and ileostomy supplies.
- (e) Claims for the following items may be submitted directly by a medical provider on your behalf when accompanied by an approved Assignment of Payment form and supporting medical documentation outlining the medical necessity, diagnosis and prognosis. We recommend these items be submitted for approval prior to purchase when the expenses exceed one thousand dollars (\$1,000).
 - (i) Insulin infusion pumps (considered when basic treatment methods are insufficient to properly manage glucose levels).

Article 32 (continued)

- (ii) Walkers, crutches, casts, collars and trusses - excluding elastic or foam supports.
- (iii) Rigid support braces.
- (iv) Rental or purchase of manual wheelchairs and manual hospital beds. Electric wheelchairs and electric hospital beds will be considered when the patient is incapable of operating the manual equipment.
- (v) Oxygen, breathing machines and appliances including respirators, compressors, percussors, suction pumps, oxygen cylinders, masks and regulators.

(vi) Hearing Aids under 32.06(b)(ii)(b)

- (f) Expenses for medical equipment and supplies eligible with PharmaCare must be submitted to PharmaCare prior to submitting to your Extended Health Plan, including, but not limited to:
 - (i) Wigs and hairpieces required as a result of medical treatment (i.e. Chemotherapy) or injury.
 - (ii) Protheses – eyes, limbs, larynxes and mastectomy forms.

Do I have to use my pay direct drug card? Can I still submit a paper claim to P.B.C.?

The use of the pay direct card is optional. Advise the pharmacist at the beginning of each year of your preference so that you will pay the full cost and send the receipts to P.B.C.

How does the pay direct drug card work if I have dual coverage with my spouse's employer plan?

Contact Oracle Financial Services for the handout on the use of your pay-direct drug card and dual coverage.

32.08

EXCLUSIONS AND LIMITATIONS

Please refer to your **Rio Tinto Alcan** Health and Dental Programs brochure for details or contact the Oracle Financial Services at 632-4747 if you have an expense which is not noted under COVERAGE.

32.09

Pacific Blue Cross (P.B.C.) INQUIRY LINE **www.pac.bluecross.ca**

By using a touch-tone telephone, and calling toll-free 1-888-275-4672 you can inquire about the status of any claim you have submitted to P.B.C. for expenses relating to your extended health, dental or medical travel benefit plans. Office hours are 8:00 a.m. to 4:30 p.m. Monday to Friday, excluding Statutory Holidays.

32.10

EMERGENCY OUT-OF-PROVINCE BENEFITS

- (a) If you or your dependent are travelling outside B.C., benefits are payable for the following eligible expenses incurred **IN AN EMERGENCY ONLY WHEN ORDERED BY THE ATTENDING PHYSICIAN**. Non-emergency care, testing, treatment and surgery, and amounts covered by any government plan and/or any other provider of health coverage are NOT eligible.
 - (i) Local ambulance services;

Article 32 (continued)

- (ii) Hospital room charge and associated charges for services and supplies while at the hospital;
- (iii) Services of a physician;
- (iv) Laboratory and X-ray services;
- (v) Prescription drugs;
- (vi) Other emergency services and/or supplies, if we would have covered them inside B.C.

32.11

LIFETIME MAXIMUM

The maximum benefits payable under the Extended Health Benefits Plan are two hundred and fifty thousand dollars (\$250,000) per person per lifetime.

32.12

TRAVELLING OUTSIDE THE PROVINCE

We recommend that you apply for private out-of-province travel insurance if you leave British Columbia for any reason. P.B.C. provides Individual Medical Travel Insurance coverage to **Rio Tinto Alcan** employees at a ten percent (10%) discount. Contact Oracle Financial Services for more information.

32.13

CLAIMS PROCEDURES

- (a) Claim forms are available from Oracle Financial Services. Please submit claims to P.B.C. as soon as you have a reasonable amount of receipts, or at least within ninety (90) days of incurring the expense.

- (b) Can I wait until year end to make a claim?

Yes you can. Failure to submit a claim within the above ninety (90) day limit will not invalidate the claim, however P.B.C. will not be responsible for any expenses which occurred more than one year from the date the expense was incurred.

- (c) Do I have to make a claim to Pharmacare?

Not any longer. Pharmacare introduced PharmaNet in 1995. This new computerized pharmacy network tracks how much money you have spent on eligible prescription medication during the year, and alerts the pharmacist when you reach your deductible. You will then pay the portion of your drug costs not covered by Pharmacare, instead of paying the full cost. Pharmacare covers the generic brand of some drugs as well as low-cost alternatives.

P.B.C. covers ninety percent (90%) of eligible drug expenses up to the Pharmacare deductible.

32.14

TERMINATION OF COVERAGE

- (a) Termination - Coverage for you and your dependents cease at the end of the month in which you terminate your employment with the Company.
- (b) Retirement – **Rio Tinto Alcan** maintains benefit coverage for retirees until their seventieth (70th) birthday, as outlined in 28-LU-#1.

Article 32 (continued)

- (c) Death - Surviving dependents of an active employee are covered for M.S.P., E.H.B. and Dental for **thirty-six (36)** months following the death of the employee. If a retired employee dies before their 70th birthday, **Rio Tinto Alcan** will provide MSP, Vision Care and Dental Plan A (as outlined in 28-LU-#1) coverage to their surviving spouse for an additional **36** months.

32-LI-#1 – Extended Health Benefits Support

Article 33 - MEDICAL TRAVEL BENEFITS PLAN

33.01
COVERAGE

The following medical travel benefits are covered. Reimbursement is one hundred percent (100%) of the eligible expenses to the maximums stated:

- (a) Transportation of a patient by scheduled air, bus or rail to and from the nearest location equipped to provide the recommended treatment. Transportation beyond Vancouver, B.C. is not covered.

You must be referred to the location of treatment by your family doctor or specialist in Kitimat or Terrace. Referrals to a dentist or dental surgeon are NOT covered under this plan.

- (b) Transportation for an adult attendant for the patient being transported under (a) above, when ordered by the attending physician.
- (c) Transportation for the purposes of reconstructive jaw surgery will be provided, when ordered by the attending physician.
- (d) If recommended by your family physician, or if pre-approved by the **Rio Tinto Alcan** Benefits Officer, travel by automobile is permitted, and the following car allowance benefit is payable:

Car Allowance Benefit at **\$.38/km**

Return trip to:

Terrace	128 km	= \$ 49.00
Hazleton	360 km	= \$137.00
Prince Rupert	410 km	= \$156.00
Smithers	480 km	= \$182.00
Prince George*	1232 km	= \$468.00
Vancouver**	2612 km	= \$993.00

*Trip to Prince George maximum two (2) nights hotel. Trip to Vancouver maximum four (4) nights hotel. Longer hotel stays must be related to additional tests or attention.

**When claiming the gas allowance for attendance at an appointment in Vancouver, the car allowance benefit is payable upon submission of gasoline purchase receipts.

If travel is required to a centre other than those above they will be reimbursed at a rate of **\$0.38/kilometre**. The flat rate shall be established by use of a recognized kilometerage guide of distances between centres.

The total claim for accommodation cannot exceed the maximum coverage of seven (7) days (see 33.01(e)(i)).

- (e)
 - (i) Accommodation in a commercial facility for the patient and/or the attendant, to a maximum of one hundred and sixty dollars (\$160) per

Article 33 (continued)

day for up to seven (7) days for the period 16 October to 14 April and to a maximum of one hundred and ninety-five dollars (\$195) per day for up to seven (7) days for the period 15 April to 15 October.

- (ii) Accommodation expenses for the patient or the attendant, at Vancouver Lodge, Heather House, Easter Seal House, MacDonald House, Shaughnessy Village. Where meals are not included, an additional thirty-five dollars (\$35.00) per diem per person per day.
 - (iii) Full cost of accommodation expenses at Vancouver Lodge for the patient only for the duration of treatment at the Cancer Control Agency of B.C.
 - (iv) **If a similar facility as per 33.01(e)(iii) opens up in Prince George, the same level of coverage shall apply at that location.**
- (f) Taxi or bus fares between Kitimat and Terrace Airport, and between Vancouver Airport and the location of treatment or accommodation, and to and from accommodation and location of treatment to a maximum of one hundred and thirty dollars (\$130) per trip, based on receipts.
- (g) When approved by **Rio Tinto Alcan's** Occupational Health Department treating a member, or by the family physician and the Employee/Family Assistance Counsellor treating a member's dependent,
- (i) the cost of transportation by air, bus or rail to and from an alcohol or drug rehabilitation institute will be covered, and
 - (ii) total charges of such institute up to a maximum of thirty- five (35) days.
 - (iii) transportation expenses only will be reimbursed for a spouse to attend the final week of treatment.
 - (iv) **If a deposit is required by an alcohol or drug rehabilitation institute, the Company will cover this expense up to the thirty-five (35) days as per 33.01(g)(ii) for the employee or their dependent.**

If the costs of an alcohol or drug rehabilitation institute exceeds the thirty-five (35) day value for the employee, the Company agrees to cover this pay in advance, providing the employee signs an agreement for payroll deduction to repay this additional expense.

33.02
EXCLUSIONS

The following expenses are NOT reimbursed:

- (a) The cost of meals, gasoline, car rentals, long distance phone calls and any other costs incurred outside eligible expenses outlined in this brochure.
- (b) Travel and accommodation expenses relating to a referral to a dentist or dental surgeon.

LETTER OF UNDERSTANDING

33-LU-#1

Communication of Benefit Plans

33-LU-#1 (continued)

ENTERED INTO THIS 13th day of May, 1985.

1. This is to record the Company's intent with regard to the communication of information concerning employee benefits.
2. The Benefits Committee shall undertake to improve the quality of communication and understanding of the benefits available to employees. This will, if appropriate, include meeting with Plan administrators and carriers; communication sessions with employees, stewards and supervisory personnel; training and providing comprehensive benefit books to Union staff and Senior Union Representatives; and tracking of members questions, concerns and complaints for review with the Benefits Committee.
3. The Company intends to inform all hourly employees on a regular basis of benefits and procedures to follow on the following benefits plans:
 - (a) Medical Services Plan of B.C.
 - (b) Extended Health Benefits Plan
 - (c) Medical Travel Benefits Plan
 - (d) Dental Plan
 - (e) Disability Indemnity Plan
 - (f) Long Term Disability Plan
4. It is the Company's plan to communicate via appropriate means such as letters, crew meetings, Ingot, probationary reports, induction programs etc.
5. Both management and the Union have important roles in the publicizing of benefit plans jointly agreed upon and available to hourly employees. **Rio Tinto Alcan** will provide comprehensive benefit booklets for all elected Union representatives.
6. The cover of Volume II will carry both Company and Union logos. The preamble to Volume II will reflect that the contents of Volume II were negotiated (except where noted otherwise) between the Union and Management. Management and the Union will jointly share the cost of printing of Volume II.

LETTER OF UNDERSTANDING

33-LU-#2

Medical Travel

ENTERED INTO THIS ____ day of July, 2005 UPDATED April 2007

The Company agrees to provide retirees, their spouse and qualifying dependent(s), for life, as long as they are members of the **Rio Tinto Alcan** Medical Plan for Retired Employees (**RTAMPRE**) and reside in the Pacific Northwest region of British Columbia (PNBC), a maximum of four "medical travel" trips per patient per year within the definition of eligibility in the Medical Travel benefits Supplement of **RTAMPRE**.

The Company recognizes there may be extraordinary circumstances involved when a retired employee, their spouse or qualifying dependents(s) condition is such that it requires the retired employee, their spouse or qualifying dependent(s) to make more than four (4) medical trip(s) per year and/or may be required to stay at a location of treatment for more than the number of days currently allowed under **RTAMPRE**.

33-LU-#2 (continued)

Should this type of situation occur, prior approval from the insurance provider must be received and the above must be ordered or prescribed, in writing, by the attending physician.

When ordered by the attending physician, the transportation for an adult travel attendant with the patient will be covered as set out in the Medical Travel Benefits Supplement of RTAMPRE.

Accommodation in commercial facility for the patient and or the attendant, to a maximum of one hundred dollars (\$100) per day for up to four (4) days for the period of 16 October to 14 April and to a maximum of one hundred and thirty-five dollars (\$135) per day for up to four (4) days for the period 15 April to 15 October.

Accommodation expenses for the patient or the attendant, at Vancouver Lodge, Heather House, Easter Seal House, MacDonald House, Shaughnessy Village, Kordyban Lodge, to a maximum of twenty (20) days. Where meals are not included, an additional thirty- five dollars (\$35.00) per diem per person per day for a maximum of twenty (20) days.

If recommended by your family physician, or if pre-approved by the Rio Tinto Alcan Benefits Officer, travel by automobile is permitted, and the following car allowance benefit is payable:

Car Allowance Benefit Return Trip to:

**Prince George*1232 km= \$250.00
Vancouver**2612 km= \$600.00**

Taxi and bus fares between Kitimat and Terrace Airport, and between Vancouver Airport and the location of treatment or accommodation, and to and from accommodation and location of treatment to a maximum of one hundred dollars (\$100) per trip, based on receipts.

LETTER OF UNDERSTANDING

33-LU-#3

MEDICAL TRAVEL - ACCOMMODATION EXPENSES

ENTERED INTO THIS ____ day of July, 2005 UPDATED April 2007

The purpose of this letter of Understanding is to record the agreement between the parties regarding accommodation expenses when a physician has referred an employee for medical treatment.

The Company recognizes there may be extraordinary circumstances involved when an employee or their dependent's condition is such that it requires the employee or their dependent to stay at a location of treatment for more than seven (7) days.

Should this type of situation occur, the Benefits Administrator shall approve the additional stay, provided it has been ordered or prescribed, in writing, by the attending physician.

Article 34 - **RIO TINTO ALCAN DENTAL PLAN**

34.01
ELIGIBILITY

(a) When am I eligible to join the Plan?

Article 34 (continued)

As a permanent full time employee, or as a temporary employee with company seniority, you and your dependents are eligible for coverage under the **Rio Tinto Alcan** Dental Plan for:

- (i) Plans A and B: on the first of the month following three (3) months of continuous service.
- (ii) Plan C (orthodontics): on the first of the month following twelve (12) months of continuous service.

(b) Who are my eligible dependents?

- (i) "Spouse" means the member's legal spouse or a person who has been residing with the member continuously for a period of at least six (6) months and has been publicly represented as the member's spouse in the community in which they reside.
- (ii) Your unmarried children under twenty-one (21) years of age who are living with and are financially dependent on the Member or Spouse and under twenty-five (25) years of age if the unmarried child is also in full-time attendance (in accordance with the respective academic calendar) at a recognized educational institute.
- (iii) Your unmarried children who are incapable of self-sustaining employment because of a physical or mental handicap.

(c) Can I add a spouse or children at a later date?

The same rules apply to the **Rio Tinto Alcan** Dental Plan as described in the Extended Health Benefits Plan.

34.02 COVERAGE

(a) PLAN A - Basic Restorative and Preventative Services

You will be reimbursed for one hundred percent (100%) of charges up to the current P.B.C. Dental Fee Schedule of the following types of dental treatment:

Basic procedures including:

- (i) standard oral exams (two (2) per year) and x-rays. Complete mouth x-rays will be covered only in a three (3) year period.
- (ii) to prevent the occurrence of oral disease, including prophylaxis, fluoride treatment (two (2) per year) and fixed space maintainers.
- (iii) extraction of teeth and other basic surgical procedures.
- (iv) amalgam, silicates, resins, and composites. Stainless steel crowns and gold inlays or onlays will be paid once only per tooth per five (5) year period. If less than three (3) surfaces are treated, P.B.C. will pay the amalgam equivalent.
- (v) repair or reline prosthetic appliances.
- (vi) pulpal therapy and root canal filling.
- (vii) the treatment of tissues supporting the teeth.

(b) PLAN B - Major Restorative Dental Care

Article 34 (continued)

- (i) Seventy percent (70%) of charges up to the current P.B.C. Dental Fee Schedule will be reimbursed for the following services. Benefits will not be payable for duplication of these services within a five (5) year period.
 - (a) Prosthetic appliances. Both partial or complete, lower and upper dentures are included in coverage. Replacement of lost, stolen or broken dentures is not covered.
 - (b) Crowns and bridges.
 - (c) Onlays and/or inlays involved in bridgework.

(c) PLAN C - Orthodontic Dental Care

- (i) Benefits shall be payable for Orthodontic services listed in the P.B.C. Schedule of Fee Allowances. The benefit under this plan is seventy percent (70%) of orthodontic services, up to a lifetime maximum of three thousand five hundred dollars (\$3,500) per eligible person. **Effective 1 January 2013, this benefit shall increase to seventy percent (70%) up to lifetime maximum of three thousand seven hundred and fifty dollars (\$3,750) per eligible person.** Lost, stolen or broken orthodontic appliances are not covered.
- (ii) P.B.C. limits benefits paid for treatment commenced prior to the date of termination of coverage. Please check with your dentist or P.B.C. if this situation might apply to you.

34.03

EXCLUSIONS

Certain expenses are not included as eligible expenses, including:

- (a) services provided by another party (i.e. M.S.P., **W.S.B.C.**, etc);
- (b) full mouth reconstruction for a vertical dimension correction, or for correction of a temporal mandibular joint (TMJ) dysfunction (jaw structure).
- (c) procedures with respect to congenital malformations or procedures for purely cosmetic reasons.
- (d) Charges for broken appointments, oral hygiene, or nutritional instructions or completion of forms.
- (e) Charges for drugs, pantographic tracings, osseous or tissue grafts.
- (f) Incomplete, unsuccessful or temporary procedures.
- (g) Recent duplication of services by the same or different dentists/dental mechanics in accordance with the P.B.C. Schedule of Fee Allowance.
- (h) Procedures commenced prior to the effective date of coverage.
- (i) Any extra procedure which would normally be included in the basic service performed.

34.04

EMERGENCY COVERAGE OUTSIDE BRITISH COLUMBIA

If you require emergency dental care when you are outside B.C., the Dental Care Plan will reimburse you for eligible expenses up to the current P.B.C. Dental Fee Schedule, for basic dental care (Plan A) only.

Article 34 (continued)

34.05

CLAIMS PROCEDURE

When you visit your dentist, show him your dental care plan identification card. The dentist may choose to direct bill P.B.C. or to bill you, in which case have the dentist complete a detailed claim form which you send to P.B.C.

Article 35 - VISION CARE PLAN

35.01

(a) You and your dependents are reimbursed the cost of the following expenses, when prescribed by the attending physician, ophthalmologist or optometrist:

- (i) corrective lenses,
- (ii) frames, or
- (iii) contact lenses
- (iv) corrective sunglasses
- (v) laser vision correction

(b) What is the benefit and how often can I make a claim?

The maximum benefit payable is ninety percent (90%) up to four hundred dollars (\$400) per eligible person in any two (2) calendar year period **(increases to four hundred and fifty dollars (\$450) effective 1 January 2015)**.

(c) Will the \$25.00 deductible apply?

The deductible will apply only if this is your first E.H.B. claim in the year.

(d) Are prescription safety goggles covered?

No.

(e) Does this plan pay for the eye examination as well?

Yes, the **Rio Tinto Alcan** Extended Health benefits Plan will cover routine eye examinations to a maximum of ninety percent (90%) every twelve (12) months per eligible person sixteen (16) to sixty-four (64) years of age subject to the deductible, if required. Your eye specialist can advise you of the date of your last exam.

Please note that M.S.P. provides coverage for all M.S.P. beneficiaries when the eye examination is medically required (as determined by the eye specialist), as well as routine eye examinations for persons eighteen (18) year of age and younger, or sixty-five (65) years of age and older. If you are billed over and above what M.S.P. covers, you can submit the extra cost to Pacific Blue Cross for reimbursement at ninety percent (90%).

Article 36 - PRESCRIPTION SAFETY GLASSES PLAN

36.01

You can apply for one pair of prescription safety glasses per calendar year provided you require them to perform your work.

(a) Is there a cost to me?

No, this benefit is fully paid by **Rio Tinto Alcan**.

(b) How do I apply for a pair of glasses?

Article 36 (continued)

See your supervisor for an application form and follow the instructions outlined on the form.

Article 37 – **RIO TINTO ALCAN** DISABILITY INDEMNITY PLAN (D.I.P.)

37.01

- (a) The Company will continue the Kitimat Works Disability Indemnity Plan (D.I.P.) for the duration of the Collective Agreement. The regulations of the Plan are set forth as follows.
- (b)
- (i) The purpose of the Disability Indemnity Plan is to protect an employee from total loss of wages as the result of disabilities caused by non-industrial illness or injury.
- (ii) How do I join?
- D.I.P. provides automatic coverage. There is no enrolment card for you to complete. Coverage starts after you accumulate ninety (90) consecutive calendar days of employment with the Company.
- (c) An employee is considered “disabled” when in the opinion of the Company Occupational Health Department, in consultation with the employee’s personal physician, they are unable to perform their regular job or any other meaningful job assigned to them as a result of non-industrial illness or injury.
- (d) Except as otherwise provided in this section, an employee qualifies for payment of benefits for each of their regularly scheduled hours they are unable to work because they are considered disabled and the Company has not assigned other work to them which they are capable of performing.

37.02

APPLICATION

- (a) To apply for and receive benefits, an employee must:
- (i) have visited a physician and obtained a Physician’s Report within five (5) working days of the start of their disability.
- (ii) have submitted a completed D.I.P. Employee’s Application form as well as the completed Physician’s Report to the Company’s Occupational Health Department. Failure to do so may result in a delay of benefits.

37.03

CONTINUATION OF BENEFITS

- (a) For continuation of benefits, an employee must:
- (i) provide further medical evidence of disability upon request from the Company’s Occupational Health Department.
- (ii) be under the regular and personal care of a physician and be actively following any prescribed program of treatment or rehabilitation.
- (iii) the Company will pay for Physician’s Reports necessary for the employees to comply with these requirements.
- (iv) the Union agrees that employees will reimburse the Company for D.I.P. benefits received, should they receive wage loss benefits from other insurers or organizations for the same time period.

Article 37 (continued)

37.04

WAITING PERIOD

- (a) There is a twelve (12) working hour waiting period before benefits commence. The waiting period applies even in cases where you are hospitalized immediately for illness or for a non-industrial injury.
- (b) An employee will be reimbursed **eight (8)** hours of the waiting period if the employee has been unable to work, due to their disability, for more than forty (40) hours of their regular shift.

37.05

LEVEL OF BENEFITS

A qualifying employee will receive the greater of:

- (a) a benefit equal to seventy percent (70%) of their basic hourly wage rate at the time they become disabled, exclusive of overtime or premium pay, times the number of hours in their regular shift;
- (b) or fifty-five percent (55%) of the employee's normal weekly insurable earnings as that term is defined by the regulations of the Employment Insurance Act.

37.06

DURATION OF BENEFITS

- (a) A qualifying employee may receive benefits for each disability for up to one thousand five hundred and sixty (1,560) hours if they have less than one year of continuous service at the time they became disabled and up to two thousand and eighty (2,080) hours if they have one or more years of continuous service at the time they became disabled.

37.07

RECURRENCE

- (a) If an employee returns to work and is forced to stop work again due to the recurrence of the same or a related condition within fifty (50) days of their return to work, the Company will consider the recurrence to be a continuation of the same disability and the employee will be eligible for payment of benefits upon their first regularly scheduled shift on which they are disabled.
- (b) Should an employee require further medical treatment, (e.g. surgery) for the same condition but is unable to obtain the required treatment within fifty (50) days of their return to work, the Company will consider this to be a recurrence and a continuation of the same disability and the employee will be eligible for payment of benefits upon their first regularly scheduled shift on which they are disabled.
- (c) When an employee who is receiving benefits under the plan, suffers from a different illness or injury which would also qualify them for receipt of benefits, the Company will consider this (these) different condition(s) as the same disability unless the employee has returned to work and completed at least one regular shift before the onset of this (these) other condition(s).

37.08

INELIGIBILITY FOR BENEFITS

An employee is not qualified for payment of benefits:

- (a) while they are laid off unless notice of lay-off has not been given prior to the occurrence of the illness or injury or the illness or injury occurs two (2) months

Article 37 (continued)

or more before the date of lay-off in which case benefits will be paid up to the termination of their illness or injury or fifteen (15) weeks beyond the date of lay-off, whichever is less.

- (b) while they are on vacation.
- (c) while they are on strike or locked out unless the injury or illness occurred prior to the strike or lockout.
- (d) for a disability commenced during a strike or lockout for the duration of the strike or lockout but shall qualify for payment of benefits when called back to work.
- (e) while they are suspended for disciplinary reasons.
- (f) while they are on any approved leave of absence including but not limited to maternity leave, service with the armed forces, compassionate leave, bereavement leave, and jury duty leave.
- (g) if they are disabled as the result of illness or injury which is intentionally self-inflicted.
- (h) if the employee is disabled as the result of illness or injury due to their illegal act or attempted illegal act.
- (i) if they are disabled as a result of illness or injury which is due to wilful participation in disorderly conduct.

37.09

TERMINATION OF BENEFITS

Payment of benefits ceases automatically upon the earliest occurrence of one of the following events:

- (a) The employee is no longer disabled in the opinion of the Company's Occupational Health department in consultation with the employee's personal physician.
- (b) The employee has been paid their full entitlement as provided in Section h(i) of this Section (Duration of Benefits).
- (c) The employee is assigned by the Company to do other work which is meaningful and they are capable of performing.
- (d) The employee has been discharged for just cause and has received a total of fifteen (15) weeks of benefits.
- (e) The employee is no longer available for employment with the Company.
- (f) The employee has found employment with another employer.
- (g) The employee has terminated their employment with the Company.
- (h) **Once the employee is receiving retirement benefits from the company retirement plan.**
- (i) The employee has failed, refused or neglected to follow a program of treatment or rehabilitation prescribed by their personal physician in consultation with the Company's Occupational Health department.
- (j) The employee has died.

Article 37 (continued)

37.10

GENERAL REGULATIONS

- (a) The Company reserves the right to have the employee examined by a physician of its choice. The decision of the Company's Occupational Health Department (in consultation with your attending physician) regarding whether an employee is disabled is final.
- (b)
 - (i) Special benefits will be paid for time lost, to a maximum of sixteen (16) hours, while attending to a medical referral under the terms of the Medical Travel Benefits Plan, where such referral is the second or subsequent in a series of treatments or examinations for a specific medical condition. The waiting period will be waived for this sixteen (16) hour benefit. A copy of the physician's referral card must be included with your application.
 - (ii) For those employees electing to use ground transportation, the waiting period will be waived, where such referral is the first treatment or examination for a specific medical condition. A copy of the physician's referral card must be included with the employee's application.
- (c) Statutory Holidays will be considered scheduled hours not worked for the purpose of the waiting period and the calculation of benefits where:
 - (i) the employee is disabled
 - (ii) the employee is scheduled to have the Statutory Holiday off under the provisions of Article 14.04
 - (iii) the employee does not qualify for Statutory Holiday pay under the provisions of Article 14.07(a).
- (d) If the Company assigns other temporary work to an employee, the employee will be paid at the rate of their regular job or the rate of the current job, if that rate is higher.
- (e) Employees losing time from work as a result of ongoing treatment will receive D.I.P. for all hours of work missed to a maximum of eight (8) hours, provided the waiting period has already been served for this particular non-industrial illness or injury. This payment shall be subject to the approval of the Company's Occupational Health Department.
- (f) The Union agrees that employees will reimburse the Company for D.I.P. benefits received, should they receive wage loss benefits from other insurers or organizations for the same period.

37-LI-#1 Reconsideration of D.I.P. Applications

LETTER OF UNDERSTANDING

37-LU-#1

Employee Claiming **W.S.B.C.** and Applying for D.I.P. Benefits

ENTERED INTO THIS 30th day of July, 1990.

The purpose of this Letter of Understanding is to record agreed upon matters relating to an employee that is awaiting a claim that has been submitted to the **WorkSafeBC**.

37-LU-#1 (continued)

Management recognizes that on occasion an employee who has submitted a claim to the **WorkSafeBC** may experience a delay before a decision is rendered to accept or reject the claim.

With supporting medical certification, an employee who is disabled to the point where they are unable to perform their regular job or meaningful alternate job if available, and who has been unable to work for seven (7) calendar days or more, may apply for an advance on their **W.S.B.C.** or D.I.P. benefits. The advance will be **equal to 60% of the employee's gross D.I.P. entitlement, rounded to the nearest five (5) dollars**. This amount will be payable weekly or pro-rated for a partial week

37-LU-#1 (continued)

depending upon the employee's regular shift schedule. The initial advance will be paid at the end of the first week following the seven (7) day waiting period.

The Union agrees that employees will reimburse the Company for D.I.P. received if **W.S.B.C.** is paid for the same period.

Article 38 - LONG TERM DISABILITY PLAN (L.T.D.)

38.01

L.T.D. protection is designed to provide benefits if you are still unable to work at your regular job once your D.I.P. payments stop or following fifty-two (52) weeks of benefits from **W.S.B.C.** The following outlines the main provisions of the L.T.D. Plan, however any interpretation of these provisions are governed in all cases by the terms of the official L.T.D. Plan text.

38.02

ELIGIBILITY

(a) How do I join?

- (i) Regular Full Time Employees are automatically covered for the Basic L.T.D. plan after the eligibility period has been served.
- (ii) Regular Full Time Employees are eligible to apply for the ten percent (10%) optional L.T.D. plan. You must apply for the ten percent (10%) L.T.D. plan by completing an enrolment card, authorizing payroll deductions. If you apply within ninety (90) calendar days of starting employment, coverage begins on the first day of the month following this ninety (90) calendar day period. Temporary employees with Company Seniority can apply within thirty (30) days after conversion to Regular Full Time Employment.
- (iii) If you are not actively at work on the date your L.T.D. coverage would have ordinarily begun, your coverage will begin when you return to work.

(b) Can I join at a later date?

- (i) Yes, however after your eligibility period has expired, evidence of good health in the form of a health questionnaire accompanies the application. The insurance company may ask you to undergo a medical examination at your own expense. Coverage begins on the date the insurer approves your application.

38.03

COST

- (a) **Rio Tinto Alcan** pays one hundred percent (100%) of the regular basic L.T.D. Plan

Article 38 (continued)

- (b) Employees pay one hundred percent (100%) of the Optional L.T.D. Plan, deducted bi-weekly.

38.04

LEVEL OF BENEFIT/INTEGRATION

- (a) Your regular basic L.T.D. benefit payment would be equal to sixty percent (60%) of your pre-disability hourly rate, including premiums attributed to shift, times 173.9 (average number of hours per month).
- (b) Your optional L.T.D. Plan benefit payment would be equal to ten percent (10%) of your pre-disability hourly rate, including premiums attributed to shift, times 173.9 (average number of hours per month).
- (c) Are my L.T.D. benefits taxable?
 - (i) The regular basic L.T.D. Plan benefits are taxable.
 - (ii) The optional L.T.D. Plan benefits are not taxable.
- (d) What type of benefits will reduce my L.T.D. benefits?

The L.T.D. benefit is reduced by one hundred percent (100%) of any **WorkSafeBC (W.S.B.C.)** benefit, or **Rio Tinto Alcan** Pension Plan disability benefit, or one hundred percent (100%) of Canada Pension Plan disability benefit, or by any income received as compensation for lost wages that has been established through a legal process.

- (e) If I am receiving **W.S.B.C.** benefits, do I need to apply for L.T.D.?

Yes, once your L.T.D. claim is approved, the coverage you had under any of the **Rio Tinto Alcan** plans when you became disabled is maintained by the Company for the duration of the L.T.D. claim.

38.05

DEFINING "DISABILITY"

- (a) "Disability" is the complete inability of an individual, due to injury, disease, pregnancy or mental disorder, to perform their own (regular) occupation until the individual has received long term disability income benefits for twenty-four (24) months.
- (b) After twenty-four (24) months, due to injury, disease, pregnancy, or mental disorder, you must be unable to engage in any occupation for which you are reasonably fitted by education, training and experience, and for which you are unable to earn more than seventy-five percent (75%) of your pre-disability salary.
- (c) If you do not qualify for L.T.D. under the "own occupation" and/or "any occupation" definition in the policy, and are not able to be placed in a job at Kitimat or Kemano, you will be entitled to two (2) months of L.T.D. benefits for each completed year of regular service up to the date you first became disabled.
 - (i) If you do not qualify for L.T.D. under the "own occupation" and/or "any occupation" you will not qualify for the ten percent (10%) optional L.T.D. benefit under the extended L.T.D. benefit stated above.

38.06

CLAIMS PROCEDURES

- (a) You must apply for L.T.D. benefits. If your disability seems likely to extend beyond the D.I.P. period, you will be provided with the necessary forms.

Article 38 (continued)

Once the L.T.D. claim is approved, you may be required to submit periodic proof of continuing disability to the insurer. The Company will pay for all physicians' reports required by the Company for the employee to qualify for and to continue on the Long Term Disability Plan.

- (b) Rehabilitative employment may be initiated while you are receiving L.T.D. benefits.

38.07

REHABILITATION

- (a) L.T.D. benefits generally cease when you go back to work. However, to help you return to productive, full-time employment as soon as possible, the L.T.D. plan pays benefits while you are working at any rehabilitative employment approved by your doctor, the insurer and **Rio Tinto Alcan**. Rehabilitation may be on a part-time basis or in a less strenuous capacity.
- (b) When you are on rehabilitation, your L.T.D. benefits are not reduced unless your total income exceeds one hundred percent (100%) of your pre-disability earnings. Then your L.T.D. benefit is reduced so that your rehabilitation earnings, L.T.D. benefit and income from other sources do not exceed one hundred percent (100%) of your pre-disability earnings.
- (c) Full L.T.D. benefits are continued during the time you are taking part in an approved retraining program. Certain retraining expenses are paid up to a lifetime maximum of twenty-five thousand dollars (\$25,000).

38.08

RECURRING DISABILITY

If you recover and return to work and you again become disabled due to the same or a related cause, or due to a new illness, you will be provided with the forms to the benefit plans which are applicable at that time.

38.09

PAYMENT OF BENEFITS

Once approved, the effective date of the long term disability claim is the first day following your last day of benefits on D.I.P. or the first day following fifty-two (52) weeks of **W.S.B.C.** benefits. Benefits are paid by direct deposit at the end of each month.

38.10

CONTINUATION OF OTHER BENEFITS DURING DISABILITY

- (a) While you are receiving benefits from the L.T.D. plan, the coverage you had under any of the following plans when you become disabled is maintained at no cost to you until the end of the month you reach age sixty-five (65), providing you were enrolled in these plans when the disability began. The company will pay all premiums.
 - (i) Medical Services Plan (M.S.P.) of B. C.
 - (ii) **Rio Tinto Alcan** Extended Health Benefits Plan
 - (iii) **Rio Tinto Alcan** Medical Travel Plan
 - (iv) **Rio Tinto Alcan** Vision Care Plan
 - (v) **Rio Tinto Alcan** Dental Plan
 - (vi) **Rio Tinto Alcan** Pension Plan
 - (vii) **Rio Tinto Alcan** Life Insurance Plan
 - (viii) **Rio Tinto Alcan** Employee and Family Assistance Program

38.11

TERMINATION OF BENEFITS

Article 38 (continued)

L.T.D. benefits are payable until:

- (i) you recover;
- (ii) you are no longer deemed disabled under L.T.D. disability definitions;
- (iii) you return to work, except in the case of approved rehabilitation;
- (iv) you cease to participate in an approved rehabilitative program;
- (v) you fail to produce medical evidence requested by the adjudicator of the L.T.D. plan;
- (vi) retirement;
- (vii) the last day of the month you reach age sixty-five (65);
- (viii) death.

38.12

EXCLUSIONS

L.T.D. benefits are not payable:

- (a) for intentionally self-inflicted injury;
- (b) for injuries sustained during war, insurrection, hostilities, participation in a riot or civil commotion;
- (c) for injuries sustained while you are committing or attempting to commit a criminal offense;
- (d) while you are eligible for maternity benefits from Employment Insurance (EI).

38.13

MANDATORY EARLY RETIREMENT

- (a) If you remain disabled for three years, and there is no possibility of returning to work, your disability is considered permanent in nature. It is mandatory that you early retire in the **Rio Tinto Alcan** Pension Plan as soon as you are eligible for the Bridge Benefits under the APP. Your pension, however, regardless of your age, is unreduced and the bridge benefits are paid until sixty-five (65). Any disability benefits that you are eligible for under Canada Pension Plan, and the ten percent (10%) (tax-free) optional L.T.D. are in addition to your **Rio Tinto Alcan** pension and bridge benefits (subject to an all source maximum).
 - (i) In addition to the above benefits, **Rio Tinto Alcan** continues with company-paid life insurance, M.S.P., extended health and dental plans until age sixty-five (65).

Article 39 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

39.01

Purpose of the Program

- (a) People are affected by a wide range of personal problems which can normally be resolved without the need for assistance. However, some problems are too complex or serious to deal with alone. In these cases, if assistance is not available and the problems remain unresolved, the impact on the individual, the family and consequently the individual's work, can be very disruptive.

Article 39 (continued)

- (b) With this in mind, management and the union have developed the Employee and Family Assistance Program. The purpose of the Program is to offer help, including referral to community resources for a wider range of personal problems; such help is available only in Kitimat or Terrace. The program is available to all regular and temporary employees, or members of an employee's immediate family, as well as retired employees and their immediate family.

Participation is entirely voluntary and is kept strictly confidential.

39.02

Key Elements of the Employee and Family Assistance Program

- (a)
 - (i) The Program is coordinated by the EFAP Committee. This Committee shall be referred to as the Program Coordinators.
 - (ii) The Program Coordinators shall consist of four (4) Management representatives and four (4) Union representatives (one of whom will be a member of the Union Grievance Committee). One of the four (4) Union EFAP members will be a woman.
- (b)
 - (i) Where assessment or treatment within the Program is requested or required, it will be determined by a professional counselor. The counselor or delegate will be referred to as the Program Counselor.
 - (ii) The Program Counselor or delegate will be available to meet with employees and members of their families on a confidential basis to assist them with their concerns.
- (c) Training will be provided to ensure the purpose of the Program is covered with the Supervisors and the Union Shop Stewards, and other Union Officials.

39.03

Referrals Procedures

- (a) Self-Referrals
 - (i) An employee or a member of their immediate family, who has a serious or complex personal problem seeks assistance from the Employee and Family Assistance Program on their own initiative.
 - (ii) In order to obtain assistance the employee contacts the Program Counselor directly and arranges to see them on a confidential basis.
- (b) Informal Referral
 - (i) Where a supervisor becomes aware an employee may benefit from the Program for reasons which have not impacted on the employee's job performance, or a Union representative becomes aware of same, they may contact the Program Coordinators and consult with them.

The Union Program Coordinator will initiate contact with the employee and advise the employee of the benefits of the Program and how to access the Program.
 - (ii) There will be no record of contact made or kept by any party involved with an Informal Referral.
- (c) Formal Referral

Article 39 (continued)

- (i) Where a work performance issue concern arises, an employee's General Supervisor (or equivalent) will consider the appropriateness of a Formal Referral to the Program.
 - (ii) Prior to the decision being made to offer the employee a Formal Referral, the General Supervisor or other management designate familiar with the EFAP procedures (and from the employee's area, if possible) will consult with the Program Coordinators, and will take any advice given into consideration.
 - (iii) If the General Supervisor decides to offer the employee a Formal Referral to the Program, they will meet with the employee and explain why they are taking this action. The General Supervisor will stress the employee's participation is voluntary, and further explain what the outcome may be if the employee chooses not to participate. The General Supervisor will ask the employee to meet with the Program Coordinators.
 - (iv) If the employee agrees to meet with the Program Coordinators, the Program Coordinators will meet with the employee and explain the procedure of a Formal Referral and then direct the employee to the Program Counselor. The Program Counselor will determine the conditions of the employee's participation in the Program.
- (d) Mandatory Referral
- (i) Mandatory referrals are offered to an employee in lieu of discharge, when the employee is at the point of discharge, in accordance with the procedure laid out in Appendix "A" attached.
 - (ii) Either Management or the Union can initiate a Mandatory Referral under the appropriate circumstances.
 - (iii) The Program Coordinators will explain the procedures of the Mandatory Referral to the employee when the employee is referred to them by the Labour Relations Department and the Union Grievance Committee.
 - (iv) The Program Coordinators will assist the employee to meet the terms of the Mandatory Referral.

39.04 Roles

- (a) The Program Coordinators
- (i) In conjunction with the Program Counsellor, ensure the Program is communicated effectively through ongoing training and communications.
 - (ii) Encourage using the Program by ensuring the Program Counselor's schedules are distributed and kept up to date, as well as published in the Ingot and Hotline.
 - (iii) Periodically publish joint articles in both the Ingot and Hotline describing the EFAP and its purpose.
 - (iv) With the Program Counsellor, determine training needs for Program Coordinators, supervisors, General Supervisors, Union representatives and employees.
 - (v) Attend appropriate meetings as required.

Article 39 (continued)

- (vi) Meet on a regular basis to review formal and mandatory referrals and the general functioning of the Program with the Program Counsellor.
- (vii) Periodically evaluate the Program with the assistance of the Program Counsellor.
- (viii) If called upon, advise employees on how to access the Program under the Self Referral Process.
- (ix) Advise supervisors and union representatives during the Informal Referral process.
- (x) Advise the General Supervisors during the Formal Referral process.
- (xi) Advise employees and ensure they fully understand the EFAP aspect of Mandatory Referrals.
- (xii) Ensure the confidentiality of all employees involved in the EFAP is strictly protected.
- (xiii) In Formal and Mandatory Referrals, ensure the Program Counsellor is supplied with relevant information prior to meeting the employee at the initial appointment.

(b) The Company Program Coordinator

- (i) In addition to the responsibilities listed in 39.04(a), the Company Program Coordinator also:
- (ii) Ensures the terms of Article 37 are met as required.
- (iii) Communicates with the Program Counsellor to verify substantial compliance with the recommendations for treatment where Mandatory Referrals are involved, and passes this information on to the appropriate General Supervisor (or equivalent) upon request.
- (iv) Communicates the above information regarding Mandatory Referrals to the Union Program Coordinator.

(c) The Union Program Coordinator

In addition to the responsibilities listed in 39.04(a), the Union Program Coordinator also:

- (i) Contacts employees referred to the Program Coordinators via the Informal process.
- (ii) Maintains informal contact with employees who have been made Formal and/or Mandatory Referrals to encourage continued participation in the EFAP and provide additional assistance if required.

(d) The Program Counsellor

- (i) Provides information about the Employee and Family Assistance Program to all employees and their immediate families.
- (ii) Provides adequate referral, counseling, rehabilitation and follow-up services.
- (iii) In conjunction with the Program Coordinators, develops and conducts an ongoing training program.

Article 39 (continued)

- (iv) Provides periodic progress reports to the Employee and Family Assistance Program Coordinators for the purpose of evaluating and improving the general functioning of the Employee and Family Assistance Program.
 - (v) Develops liaison with other professional services in the community and refers employees and their immediate family members to them.
 - (vi) Where requested in Mandatory Referrals, communicates with the Company Program Coordinator to advise whether there has been substantial compliance with the recommended treatment program.
 - (vii) Maintains strict confidentiality.
- (e) The Supervisor
- (i) Understands the EFAP and the referral procedure.
 - (ii) Encourages use of the EFAP by ensuring the Program Counselor's schedules are posted and up to date, and periodically, remind employees EFAP is available to all employees and their immediate family members.
 - (iii) Communicate EFAP concerns to the General Supervisor (or equivalent).
 - (iv) Where required, arranges for meetings with the Program Coordinators under the Informal Referral process.
 - (v) Attends meetings and training sessions as required.
 - (vi) Maintains strict confidentiality.
- (f) The General Supervisor (or equivalent)
- (i) Understands the EFAP and the referral procedure.
 - (ii) Discusses work performance problems with employees.
 - (iii) Encourages the use of the Employee and Family Assistance Program.
 - (iv) Initiates the Formal Referral procedure by contacting the EFAP Program Coordinators, and provides information required for the process.
 - (v) Attends meetings and training sessions as required.
 - (vi) Maintains strict confidentiality.
- (g) Union Officials
- (i) Understand the Employee and Family Assistance Program and referral procedures.
 - (ii) Encourage the use of the Employee and Family Assistance Program.
 - (iii) Maintain strict confidentiality.

39.05

General

- (a) Employees who lose time from work as a result of ongoing treatment, will be entitled to the terms of Article 37 of the Collective Labour Agreement.

Article 39 (continued)

- (b) Wages of the four (4) Union EFAP Representatives will be maintained by the Company while in attendance at meetings with the Employee and Family Assistance Program Committee.
- (c) Wages, course fees and reasonable travel costs will be paid by the Company for the four (4) Union EFAP Representatives to attend relevant conferences, courses, seminars or conventions once per calendar year provided such courses etc., are acceptable and available to the Committee
- (d) Upon approval by the Company EFAP representative, the wages of the four (4) Union EFAP representatives will be maintained to attend individual meetings with employees requiring counseling of an EFAP nature.
- (e) The Parties recognize and agree the EFAP will be reviewed on a regular basis. Where required, the Parties will re-negotiate this Article to improve and enhance the operation of the Program. Either Party may give written notice of intent to re-negotiate this Article, and the Parties shall, within thirty (30) calendar days, meet and mutually agree on the terms of this Article. Failing to reach mutual agreement within the thirty (30) calendar day period shall mean the Article remains unchanged.
- (f) Where the Company considers changing the service provider, it will first have comprehensive discussions with the Union.

APPENDIX "A"

Mandatory Referral

1. A Mandatory Referral is one of the conditions of an Employment Contract offered to an employee who is at the point of discharge and has not previously been offered a Mandatory Referral, in lieu of said discharge, where one of the following situations exists:
 - (a) The employee has a previous history within the EFAP;
 - (b) The employee acknowledges an EFAP related problem; or,
 - (c) Management and/or the Union have reason to suspect an EFAP related problem exists and such is subsequently determined during an assessment by the Program Counsellor.
2. Where an employee has previously participated in the EFAP as a Mandatory Referral, management may offer a further Mandatory Referral in lieu of discharge. Prior to such a decision being rendered by management, the Union and the Program Counsellor will be given an opportunity to present their case.
3.
 - (a) Before an Employment Contract is offered to an employee the following steps will be followed to ensure both management and union concerns and responsibilities can be addressed:
 - (i) Management will satisfy itself there has been an incident deserving of discipline;
 - (ii) Where an assessment by the Program Counsellor is required, the employee will
 - (iii) remain on suspension and any final determination will be delayed pending the outcome of the assessment;

Appendix "A" (continued)

- (iv) Where a disciplinary response is appropriate, management will decide what discipline will be a condition of the Employment Contract;
 - (v) The Employment Contract will be reviewed with the Union prior to it being offered to the employee;
 - (vi) The union representative will be given no less than thirty (30) minutes to confer with and advise the employee.
 - (b) Where there is no substantial dispute to the incident deserving of discipline, and there is no dispute to the conditions of the Employment Contract, the Union representative will communicate such to management. The Employment Contract will then be formally offered to the employee by management. If the Employment Contract is accepted, the Union and the employee will not grieve the discipline or the conditions of the Employment Contract.
 - (c) Where there is a substantial dispute concerning the incident, or where there is a dispute with the conditions of the Employment Contract, the Union will be given an opportunity to prepare and present their position to the General Supervisor (or equivalent) and the employee's supervisor prior to a final determination being made on the matter. Both management and the Union agree to present all relevant information at this time.
 - (i) If the parties are unable to resolve the matter, management retains its rights to proceed with discipline, and the Union retains its rights to file a grievance in accordance with Article 7 of the Collective Agreement.
 - (ii) Where the parties are able to resolve the matter, paragraph 3 (b) will apply, and this contract will not differ from those offered under circumstances where no dispute was raised.
4. The Employment Contract will be offered to the employee in writing in accordance with the form set out in Appendix "B". Reference to the Mandatory Referral will be restricted to:
- (a) The employee has been made a Mandatory Referral and will comply with the recommendations of the Program Counsellor;
 - (b) Signing the Employment Contract demonstrates the employee's commitment to accepting help.
 - (c) The employee's consent to the release of information indicating whether there has been substantial compliance with the recommendations of the Program Counsellor;
 - (d) Recommending to the employee the family doctor should be advised of the Employment Contract and the Mandatory Referral.
5. All conditions of the Employment Contract will be reviewed with the employee.
6. Once the Employment Contract is signed, both management and the Union will advise the Program Coordinators the employee has been made a Mandatory Referral.
7. Where the employee accepts the offer of a Mandatory Referral, there will be reviews of the Employment Contract conducted by the General Supervisor and/or Labour Relations Department at regular three (3) month intervals, as set out in the Employment Contract. At each review, the management EFAP

Appendix "A" (continued)

Coordinator will be required to advise management whether there has been substantial compliance with the recommendations of the Program Counsellor.

8. In the event the Program Counsellor indicates there has not been substantial compliance with the recommended treatment program, there will be a full investigation into the situation prior to any management decision regarding the noncompliance.
9. Any new alleged incident deserving of discipline, or alleged breach of the Employment Contract shall be treated as a new incident. Both parties retain their full rights to address their obligations and responsibilities.
10. Both Parties recognize unforeseen circumstances may arise which require special consideration in developing methods offering help to employees with complex or serious personal problems. Both Parties agree to take the circumstances into consideration in developing responses to individual situations.

APPENDIX "B"

Employment Contract
Between:
Rio Tinto Alcan Inc.
and
Canadian Automobile Workers, Local 2301
and
(Employee Name & Serial Number)

Concerning the matter of:
(Employee Name), (Employee Serial Number)

1. On this occasion, management agrees to offer the employee an Employment Contract in lieu of discharge.
2. The Union and employee agree, in lieu of discharge, to accept a suspension of ___ days, effective the date of the incident.
3. This Employment Contract will be in effect for a period of eighteen (18) months from the effective date of this Contract.
4. The employee will participate as a Mandatory Referral in the Employee and Family Assistance Program (EFAP) and will comply with the recommendations set out by the Program Counsellor.
5. Signing this Employment Contract is a demonstration of the employee's commitment to accepting help.
6. The employee agrees to the release of information indicating whether there is substantial compliance with the recommendations of the Program Counsellor. The Program Counsellor will report on the employee's participation in the EFAP to the management Program Coordinator. The management Program Coordinator will pass this information on to the General Supervisor or Labour Relations Department upon request.
7. The employee agrees to report for work on each day of scheduled shift on time, in a fit and reliable condition, and the employee will not leave the shift until the designated stopping time.
8. The employee understands any absence must be substantiated to the complete satisfaction of management.

Appendix "B" (continued)

9. The Employment Contract is a binding document, and failure to live up to the terms of the Contract, or any incident deserving of discipline, will result in further discipline, up to and including discharge.
10. Signatures on this Employment Contract constitute a resolve to the incident in question and an understanding and acceptance of the terms within this Employment Contract.

Article 40 - REGISTERED RETIREMENT SAVINGS PLAN

40.01

INTRODUCTION

The UNIFOR Local 2301 Group RRSP (the "Plan") was established effective December 1, 1996 for all regular hourly employees and temporary employees who have attained Company Seniority (C.S.) status (together referred to as "union employees"), as a result of a collective agreement between the Company and the Union. The Plan is intended to provide a tax sheltered arrangement whereby the Union employees can make contributions to augment their retirement income.

The Company is required to pay administrative fees for administering the Plan but is not required to make contributions to the Plan. Employees may elect to make voluntary contributions in accordance with the Plan.

40.02

DEFINITIONS

In this Plan, the following words shall have the meanings below, unless a different meaning is specifically required by the context. In this Plan, reference to the male gender will include the female gender unless the context requires otherwise, and words importing the singular number include the plural number and vice versa.

- (a) "Accounts" means a retirement savings or a non-sheltered savings account established by the funding agent for a member or a member's spouse under the terms of the Plan and, where required, registered under the applicable income tax provisions.
- (b) "Beneficiary" means such beneficiary as may be designated from time to time by the Member, on a form made available by the Funding Agent for such purpose, to receive the value of the Accounts in the event of the Member's death. Where a Member has elected to establish a Spousal Account, the beneficiary for that Account shall be as designated by the Member's Spouse.
- (c) "Collective Agreement" means the collective agreement between the Company and the Union, dated 24 July 1996, and any subsequent agreements which refer to this Plan.
- (d) "Company" means **Rio Tinto Alcan** Inc. (Kitimat Works) or its successor.
- (e) "Earned Income" means the definition in Section 146(1)(c) of the *Income Tax Act*.
- (f) "Earnings" means an Employee's Earned Income paid by the Company from its regular payroll.
- (g) "Effective Date" means December 1, 1996.
- (h) "Employee" means an employee of **Rio Tinto Alcan** Inc. (Kitimat Works) who is represented by the Union.

Article 40 (continued)

- (i) “Fund” means an investment fund established under the terms of the Funding Agreement which money is invested in one or more assets intended to yield a targeted return as stated in the Fund’s investment policy while assuming certain risks.
- (j) “Funding Agreement” means any agreement or agreements now or hereafter executed between the Company and the Funding Agent for the purposes of this Plan.
- (k) “Funding Agent” means an insurance company authorized to carry on a life insurance business in Canada, or a trust company acting under the agreement or agreements established in Canada, or a trust company under the agreement or agreements established for the purposes of this Plan, and includes any combination or successor thereof appointed by the Company and the Union to hold, administer and invest the Fund.
- (l) “Income Tax Act” means the *Income Tax Act* of Canada and the regulations thereunder as amended from time to time.
- (m) “Investment Income” means all interest income, dividends, realized and unrealized capital gains and losses, and other investment income earned by a fund.
- (n) “Representatives” means representatives as agreed to between the Union and the Company.
- (o) “Maximum Permissible Contributions” of a Member means the maximum amount of contributions to the Plan deductible by a Member in the taxation year in accordance with the *Income Tax Act*, as estimated in accordance with Section 40.04 (c).
- (p) “Member” means any Employee who has become a member of the Plan as provided in Section 3, and who has not terminated employment with the Company.
- (q) “Non-Registered Account” means the account to which contribution in excess of the Member’s Maximum Permissible Contributions for a Plan Year are directed.
- (r) “Pension Plan” means the **Rio Tinto Alcan** Pension Plan (Canada), or any other Company pension plan of which a Member is a member.
- (s) “Plan” means the UNIFOR Local 2301 Group RRSP as registered with Revenue Canada and as amended from time to time.
- (t) “Plan Year” means the payroll year.
- (u) “RRSP” means a retirement savings plan accepted for registration under the *Income Tax Act*.
- (v) “RRSP” Account means the account to which Member contributions which are not in excess of the Member’s Maximum Permissible Contributions are directed, together with Investment Income earned thereon.
- (w) “Service” means an Employee’s uninterrupted period of employment with the Company since their last date of hire.
- (x) “Spousal Account” means the account that a Member has elected to establish as a spousal account (*Income Tax Act* refers to “spousal RRSP” or “spousal plan”), pursuant to Section 40.05 (b) within the meaning of the *Income Tax Act*.

Article 40 (continued)

- (y) "Union" means the Canadian Auto Workers Union Local 2301.

40.03

ELIGIBILITY AND MEMBERSHIP

- (a) Employees on the Effective date 24 July 1996

An Employee who was a regular employee or a temporary employee who had regular or company seniority (C.S.) becomes a Member of this Plan on that date.

- (b) Employees Hired after 24 July 1996

Any other Union Employee is eligible to become a Member on the first day of any month after commencing employment with the Company, upon completing the enrolment form.

A Temporary Employee hired after the effective date is eligible to become a member on the first day of the month after attaining company seniority (C.S.) and upon completing the enrolment form.

- (c) Membership

An Employee shall become a Member after completing the enrolment form which will

- (i) authorize the Company to make regular payroll deductions in accordance with Article 40.04;
- (ii) state the investment elections of the Member under Article 40.05;
- (iii) name the elected Beneficiaries of the Member; and
- (iv) provide such other information as required by the Company or Funding Agent from time to time for the administration of the Plan.

40.04

CONTRIBUTIONS

- (a) Member Contributions

A member may elect to contribute up to fifteen percent (15%) of their eligible earnings. A Member may change the contribution rate at any time with suitable notification to the Company.

Contributions during any Plan Year, up to that year's Maximum Permissible Contribution amount, that are deducted from the member's pay, will be exempt from income tax at source.

- (b) Company Contributions

The Company is not required to make any contributions to the Plan.

- (c) Allocation of Contributions

By the end of February of each Plan Year, the Company will estimate a Member's Maximum Permissible Contributions. A Member's Maximum Permissible Contributions for each Plan Year is estimated to equal eighteen percent (18%) of Earnings of the prior year minus the Member's pension adjustment or as required by the *Income Tax Act*. Member contributions in the Plan Year will be allocated to the member's RRSP Account until the estimated maximum Permissible Contributions limit is reached. During the

Article 40 (continued)

remainder of that Plan Year, contributions will be allocated to the Member's Non-Registered Account.

Members are responsible to ensure the Member's Maximum Permissible Contributions is not more than the amount of RRSP room shown on their latest Notice of Assessment from Revenue Canada. Members may reduce the Member's Maximum Permissible Contributions down to two thousand dollars (\$2,000) at any time. However, to reduce it below two thousand dollars (\$2,000) or to increase it, the member must provide the payroll department of the Company a copy of their latest Notice of Assessment from Revenue Canada justifying the requested change. The Member's Maximum Permissible Contributions will be printed on the Member's payroll direct deposit notice each pay.

(d) Registered Transfers

Members or member's spouses may transfer assets from another personal RRSP account into their Registered Account under this Plan subject to any conditions or restraints imposed by the Funding Agent.

40.05

ACCOUNTS AND INVESTMENTS

(a) Accounts

Accounts shall be established under the Plan as follows:

- (i) an RRSP Account to receive Member contributions which are not in excess of the Member's Maximum Permissible Contributions, as estimated in accordance with Article 40.04(c), plus any transfers from another RSP account of the Member; and
- (ii) a Non-Registered Account to receive Member contributions which are in excess of the Member's Maximum Permissible Contributions, as estimated in accordance with Article 40.04(c); and if the Member elects, a Spousal Account shall be opened to receive any contributions, as permitted under the Income Tax Act, which the Member elects to be allocated to the Spousal Account.

(b) Investments

The Member shall direct the Funding Agent to allocate contributions to the Member's Accounts in multiples of one percent (1%) for one or more of the investment funds that may be offered from time to time by the Funding Agent for the purposes of the Plan. Changes of investment instructions shall be made in accordance with procedures and notice period established by the Funding Agent with whom the Member shall deal directly on all investment matters.

If the Member has elected to have a Spousal Account, then the Member's Spouse shall direct the Funding Agent as to the investments and changes thereto under the Spousal Account.

(c) Direction of Investments

The Company and the Union shall agree with the Funding Agent which of a variety of investment funds shall be made available for purposes of the Plan from time to time by the Funding Agent. In agreeing that a particular investment fund may be made available, neither the Company nor the Union in any manner endorses the use of the fund for any individual Plan Member nor accepts any responsibility for the investment performance of any of the investment funds.

Article 40 (continued)

(d) Foreign Investment Limits

If, from time to time, the investment funds offered include foreign investments as defined by the *Income Tax Act*, the Member is responsible for ensuring that any investment selected in foreign funds does not exceed the limits under the *Income Tax Act*. The Company accepts no responsibility for the payment of any penalty tax imposed under the *Income Tax Act* should a Member's investments exceed the limits.

(e) Limit on Guaranteed Investment Funds

A balance in excess of sixty thousand dollars (\$60,000) in a guaranteed fund of a Member's or the Spousal RRSP account is prohibited. A similar limit applies to any guaranteed fund in the Member's non-sheltered account.

The Company may suspend or terminate a member's participation in the Plan if the member fails to adhere to this limit.

40.06

PAYMENT FROM THE FUND

(a) Retirement or Termination of Employment

A member who retires or terminates employment with the Company other than by death shall terminate their plan membership within ninety (90) days of the effective date of said retirement or termination. The member is entitled to:

- (i) receive in a lump sum the balance of their Non-Registered Account as determined at the later of the date of receipt of notice of retirement or termination by the Funding Agent, and the effective date of the termination of employment; and
- (ii) receive in a lump sum the balance of their RRSP Account, less applicable taxes, purchase an annuity, or transfer the balance to an individual registered retirement savings plan or to a registered retirement income fund, or any other plan registered under the *Income Tax Act*.

(b) Death

If a member dies while still in the employ of the Company, the Member's Beneficiary will be paid the total value of the Member's RRSP and Non-Registered Account as determined on the date that notice of death is received by the Funding Agent. If the Beneficiary is the Member's Spouse, the Spouse will have the option:

- (i) to receive the value of the RRSP Account in cash, less applicable taxes;

or

- (ii) to transfer the value of the RRSP Account to an individual registered retirement savings plan or registered retirement income fund, or any other plan registered under the *Income Tax Act*.

(c) Spousal Account

The Spouse of a Member who retires, dies, or terminates employment with the Company for whom the Member has elected to establish a Spousal Account shall, at the same date, have the same options with respect to the Spousal Account as are provided in accordance with Section 40.06(a) or (b).

Article 40 (continued)

(d) Withdrawals

A Member, at any time, is permitted to make withdrawals from their RRSP Account or Non-Registered Account. The Spouse of a Member who has established a Spousal Account may, at any time, make withdrawals. Withdrawals are subject to the *Income Tax Act* rules for the taxation of spousal registered retirement savings plan.

Generally, if the spouse withdraws any contributions made by the employee Member during the current and preceding two (2) calendar years, the withdrawal will be taxable to the Employee rather than to the Spouse.

40.07
FUND

(a) Change in Funding Agent

The Company may, with the agreement of the Union, change either the Funding Agent or Investment Manager, or both, from time to time, as appropriate.

(b) Payment of Expenses

The administrative fees charged for administering the Plan will be paid by the Company.

Investment Management fees will be deducted from the Member's Accounts in accordance with the type of investment elected.

Any fee that may be charged by the Funding Agent for issuing cheques will be paid by the Company to a maximum of three (3) cheques per calendar year. Any fee that may be charged by the Funding Agent for transfer charges, for changing investments, or transferring account balances to another registered retirement fund or registered retirement income fund at the direction of a Member, shall be paid by the Member.

(c) Source of Payment

Benefits under the Plan shall be payable only out of the Fund and the Company shall not have any legal obligation, responsibility or liability to make any direct payment of benefits under the Plan. Neither the Plan nor the Funding Agent guarantee the Fund against any loss or depreciation, or guarantee the payment of any benefit hereunder. No person shall have any rights under the Plan with respect to the Fund, or against the Funding Agent or Company, except as specifically provided for herein.

(d) Responsibility for Administration

The Company shall be responsible for the administration of the Plan and Fund and may delegate such matters as it deems appropriate to be performed by one or more agents including the Funding Agent. The Company has delegated to the Company Representative and the Union Representative the power to decide conclusively on all matters relating to the operation, interpretation and application of the Plan administration rules, and has authorized the Funding Agent to act on written instructions received from the Company Representative and the Union Representative.

Article 40 (continued)

(e) Limitation of Liability

The Company shall use ordinary care and diligence in the performance of its responsibilities, but no Employee, director or officer of the Company shall be liable for any loss or damage or depreciation which may result in connection with the execution of their duties or the exercise of their discretion or from any other set or omission hereunder, except when due to their own willful misconduct.

(f) Procedures and Notice Periods

The Funding Agent, with the consent of the Joint Representatives, may establish procedures, forms and required notice periods in order to ensure the smooth and accurate operation of the Plan.

40.08

AMENDMENT AND TERMINATION

(a) Amendment

By negotiation between the Company and the Union, this Plan and all legal and trust documents that established it, may be amended, from time to time, provided such amendments are approved by income tax authorities. It may be amended retroactively, if deemed necessary or appropriate, to conform with governmental regulations and to modify or amend in whole or in part any and all the provisions of the Plan; provided that no such amendment shall increase the duties or responsibilities of the Funding Agent without its consent thereto in writing. Except as may be required to conform with governmental regulations, no such amendment shall adversely affect the acquired rights of any Member under this Plan at the date of amendment.

(b) Termination of Plan

By negotiation with the Union, the Funding Agreement and the trust thereunder may be terminated and Plan contributions thereto discontinued. In the event of such agreed termination of the Plan or complete discontinuance of contributions, the Member's and Spousal RRSP Accounts maybe transferred to individual RRSP's for the Member or Spouse, permitted under income tax rules.

The balance in the Member's Non-Registered Account shall be returned to the Member in cash.

40.09

GENERAL PROVISIONS

(a) Non-Alienability of Benefits

Except as applicable law may otherwise require, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void, except as specifically provided in the plan.

(b) No Right to Employment

Nothing herein contained nor any action taken under the provisions hereof shall be construed as giving any Employee the right to be retained in the employ of the Company.

(c) Construction

The Plan shall be construed, regulated and administered in accordance with the laws of the Province of British Columbia.

LETTER OF UNDERSTANDING

40-LU-#1

Pension Agreement

ENTERED INTO THIS 20 DAY OF JUNE, 2005. UPDATED **July 2012**

1. The monthly retirement pension at Date of Determination (as defined in the RTAPP plan text) of a member of UNIFOR Local 2301 who is contributing to **RTAPP**, shall be based on dollar figure of the member's pension group multiplier at Date of Determination according to the table below, times credited service.

Pension Multiplier (Effective date: day/month/year)

Grp	Job Class	From 01/01/12
1	1-9	\$ 83.80
2	10-17	\$ 89.10
3	18-24	\$ 93.80
4	Trades	\$ 98.90
5	Trades	\$ 101.90
6	Trades	\$ 106.30
7	Trades	\$ 111.20

Grp	Job Class	From 01/01/13	From 01/01/14	From 01/01/15	From 01/01/16	From 01/01/17
2	10-17	\$ 90.90	\$ 92.70	\$ 94.60	\$ 96.70	\$ 98.90
3	18-24	\$ 95.90	\$ 98.10	\$ 100.30	\$ 102.80	\$ 105.40
4	Trades	\$ 104.90	\$ 107.80	\$ 110.80	\$ 114.10	\$ 117.50
2gl	10-17 gangleader	\$ 97.30	\$ 99.20	\$ 101.20	\$ 103.50	\$ 105.80
3gl	18-24 gangleader	\$ 102.60	\$ 105.00	\$ 107.30	\$ 110.00	\$ 112.80
4gl	Trades gangleader	\$ 112.20	\$ 115.30	\$ 118.60	\$ 122.10	\$ 125.70

For Date of Determination at or after 1 January 2013, the pension multiplier for members who were in pension group 5, 6 or 7 in 2012 or before will equal pension multiplier from group 4.

For Date of Determination at or after 1 January 2013, the pension multiplier for members who were in pension group 1 in 2012 or before will equal pension multiplier from group 2 multiplied by 0.94.

For Date of Determination at or after 1 January 2006, live filed gangleaders shall be put in a group with a pension multiplier increased, when compared to the pension multiplier in the group to which they would belong based only on their job class, by the same percentage as their actual gangleader premium.

Bridge Benefits are in addition. The Old Age Security eligibility age is scheduled to increase from age 65 to age 67. The change will begin in April 2023 and be fully in place by January 2029. The RTAPP Canada provides a bridge benefit to age 65. RTA will, pending permissible legislation, provide an optional bridge benefit payable to age 67. The actuarial value of the bridge benefit payable to age 67 will be equivalent to the actuarial value of the bridge benefit payable to age 65.

2. The RTAPP early retirement factor of a UNIFOR Member is increased to 100% if at Early Retirement Date either:
 - (a) Number of Points equals eight-five (85) or more and he has attained age fifty-five (55), or
 - (b) Number of Points equals seventy-five (75) or more and he has attained age sixty (60)
3. Employees retiring between 1 March 2011 and 1 March 2015 inclusively which, at date of retirement, have at least eighty-five (85) points and are fifty-four (54) years of age but have not celebrated their fifty-fifth (55th) birthday, will be granted a lump sum retiring allowance of ten thousand dollars (\$10,000). At the choice of the employee, this amount will either be paid in cash (less withholding taxes) or rolled tax-free into an RRSP without impacting the employee's RRSP contribution limit.
4. Effective 1 January 2006, the early retirement factor (ERF) of a UNIFOR Local 2301 Member who is contributing to RTAPP and elects to retire before age fifty-five (55) and whose number of points equals eighty-five (85) or more, shall be multiplied by $(1 + \frac{(a)}{(b)})$, the result can not exceed one hundred percent (100%):
 - (a) the excess of:
 - (i) the sum of the actuarial value of the bridge benefit and of the retirement pension to which the employee would be entitled if retiring at age fifty-five (55), using credited service and pension multiplier at the date of retirement, over
 - (ii) the sum of the actuarial value of the bridge benefit and retirement pension determined using the ERF before its increase.
 - (b) the actuarial value of the retirement pension determined using the ERF before its increase.

Above actuarial values are calculated at the date of retirement of the UNIFOR Member.

5. Pension Multiplier for members moving between groups will be based on the weighted average of the best thirty-six (36) consecutive months within the final sixty (60) months prior to the date of the determination to pension entitlement. For clarity, the weighted average calculation will use the Pension Multipliers in effect at Date of Determination (not the Pension Multipliers in effect over the previous sixty (60) months).
6. All employees within the same group will receive the same pension multiplier and pay the same contribution, excluding employees while in receipt of an approved long term disability benefit.

Annual Contributions will be as follows:

**- From January 1, 2012 through December 31st, 2012:
2.25 X's Pension Multiplier X 12.**

- From January 1, 2013 through December 31st, 2013:

2.45 X's Pension Multiplier X 12.

- From January 1, 2014 through December 31st, 2014:

2.65 X's Pension Multiplier X 12.

- From January 1, 2015 through December 31st, 2015:

2.85 X's Pension Multiplier X 12.

From January 1, 2016 through December 31st, 2016:

3.05 X's Pension Multiplier X 12.

From January 1, 2017 through December 31st, 2017:

3.25 X's Pension Multiplier X 12.

Employees displaced downward at the request of the Company's Occupational Health Department after twenty (20) years of continuous service will maintain and pay contributions for their higher pension multiplier.

7. It is expressly understood and agreed between the parties that nothing in this Letter of Understanding will be construed as making the **Rio Tinto Alcan** Pension Plan a part of the Collective Agreement between the parties.
8. The parties agree to review the Pension Multipliers for any Pension Group if incorrect or incomplete information on earnings of Local 2301 members was used in setting the Pension Multipliers during **July 2012** discussions.
9. If Local 2301 members are awarded a bonus system, and if **Rio Tinto Alcan** and the Union agree that it is pensionable, the Pension Multipliers will be adjusted accordingly.

This Letter of Understanding takes effect with the conclusion of a collective labor agreement as of **23 July 2012** and will remain in full force and effect until 31 March **2017**, notwithstanding the expiry of the CLA. The Union agrees not to raise any issue or demand related to retirement benefits prior to 31 March **2017**. However, during this time period the Union retains the right to initiate discussions regarding a fair settlement for its members under the conditions of 24-LU-#1. Post retirement medical benefits are exempted from this Letter of Understanding.

LETTERS OF INTENT

LETTER OF INTENT

04-LI-#1

Union Dues

July 2005
Reaffirmed: May 2012

Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C. V8C 2C8

Dear Mr. Belmont:

During negotiations the Union requested and the Company agreed to deduct and remit applicable Union dues from those employees for the period when they are promoted to temporary staff positions, for the period of their temporary staff promotion.

The agreement of the Company to continue to deduct dues during this period shall not be used by the Union in any other proceedings or hearings and shall not affect the existing rights of the Company. Without limiting the generality of the foregoing, the deduction of dues for this period shall not affect the status of the excluded temporary staff position nor shall it affect the unfettered right of the Company to choose the temporary staff person. Further, it shall not be used in evidence at any proceeding in respect of bargaining unit status or configuration or employee status.

Yours truly,

Tanya Meyer
Human Resources Manager

LETTER OF INTENT

07-LI-#1

Arbitration Blocks

**Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C. V8C 2C8**

July 2012

Dear Mr. Belmont,

This letter sets out the parties' intent to schedule five (5) blocks of arbitration dates in 2013 and 2014, one block scheduled in each of the months of January, March, May, September, and November of each year.

Yours truly,

**Tanya Meyer
Human Resources Manager**

LETTER OF INTENT

11-LI-#1

Learner Structures

July 2002

Reaffirmed: May 2012

Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

During negotiations, the Company expressed concerns that learner/progression systems, except those in Power Engineering and Trades, were inconsistent, vague or did not adequately address the matter of what happens to an employee who fails his second attempt to successfully complete their respective learner progression.

The Union had no problem looking at consistency of learner/progression systems but were concerned that hastily made changes might inadvertently give up current rights of members in the various progression systems that exist.

The Company and the Union therefore agree to form a committee as per "Letter of Agreement – Job Classifications". In addition to the Learner Structures, this committee shall also address the following:

- Progression systems
- Stand alone jobs
- Entry jobs into an area of the plant

Yours truly,

Tanya Meyer
Human Resources Manager

Yours truly,

Rick Belmont
President

LETTER OF INTENT

17-LI-#1

Permanent Mutual Shift Exchange

April 2007

Reaffirmed: May 2012

Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

During negotiations, the Union identified the need to develop a process to facilitate employee requests for a permanent shift exchange within the same job classification. Therefore, the parties agree to the following:

17-LI-#1 (continued)

- (a) An employee request form shall be developed for a permanent shift exchange which, upon completion, will be submitted to the area Workforce Coordinator.
- (b) The Workforce Coordinator shall co-ordinate all requests.
- (c) Minimal training requirements within the same job classification should not be a detriment to facilitating employee requests.

Yours truly,

Tanya Meyer
Human Resources Manager

LETTER OF INTENT

20-LI-#1

OHS&E Representative Participation in Permit to Work Process

July 2012

**Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C. V8C 2C8**

Dear Mr. Belmont:

This letter sets out the Company's intent with respect to involving employees in the initial review of the Permit to Work. The Company recognizes that work done by third parties may create additional coactivity risks to employees. The Permit to Work ensures that third parties are brought into contact with RTA area management and authorized to perform work.

Therefore, the parties agree to the following:

- (a) If reasonably available in the Org, a Union OHS&E representative, who has had formal training on the Permit to Work process, will be invited to participate in the initial review of the Permit to Work for "Category 3 Contractors".**
- (b) If it is discovered that additional risks are being introduced to employees in their respective work area these risks will be identified and controls put into place.**

Yours truly,

**Tanya Meyer
Human Resources Manager**

LETTER OF INTENT

22-LI-#1

Alternate Work Crew Facility

19 July 2002

Reaffirmed: May 2012

Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

The Company agrees to find acceptable lunchroom and washroom facilities for the Alternate Work Crew from within existing facilities.

Yours truly,

Tanya Meyer
Human Resources Manager

LETTER OF INTENT

22-LI-#2

Workload of Work Accommodation Coordinator/ Return to Work Supervisor

July 2005

Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

This letter sets out the Company's intent with respect to the workload of the Work Accommodation Coordinator/Return to Work Supervisor.

Should the workload of the above position increase to a point where timely placement of accommodated employees becomes an issue, the Company shall temporarily assign an additional management representative until such time as the workload returns to normal.

Yours truly,

Kirk Grossmann
Superintendent, Labour Relations

LETTER OF INTENT

24-LI-#1

**Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C. V8C 2C8**

July 2012

Dear Mr. Belmont,

The Company's decision to contract out activities in Appendix B of 24-LU-#5 will be based on cost, quality and efficiency. Prior to contracting out an activity listed in Appendix B, the Company will provide the Union with 30 days notice. During this period of time, the Union may respond with a proposal which demonstrates that keeping the work with bargaining unit employees will be a better alternative to contracting out based on the criteria above. After review, the Company will communicate the decision to the Union.

Yours truly,

Kirk Grossmann

LETTER OF INTENT

32-LI-#1

Extended Health Benefits Support

July 2005

**Mr. Rick Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8**

Dear Mr. Belmont:

The Company commits to continuing its current practice of acting as an intermediary in resolving disputes between employees and the service provider of extended health benefits.

Further, the Company will continue its practice of making sincere efforts in assisting employees in unique circumstances.

Yours truly,

**Kirk Grossmann
Superintendent, Labour Relations**

LETTER OF INTENT

37-LI-#1

Reconsideration of D.I.P. Applications

Re-affirmed: 01 Sept 1988
April 2005

Mr. R. Belmont
Canadian Automobile Workers
Local 2301
235 Enterprise Avenue
Kitimat, B.C.
V8C 2C8

Dear Mr. Belmont:

This letter sets out the Company's intent respecting the administration of D.I.P. claims in accordance with Article 37 of the Collective Labour Agreement.

The Company will judge all applications for D.I.P. on their own merit.

Where the required documentation for a claim is provided, but the time limit for visiting a physician as specified in Article 37 has not been met, the Company's Occupational Health Department will review the case with the individual's department head before ruling on eligibility of the claim.

Yours truly,

Kirk Grossmann
Superintendent, Labour Relations

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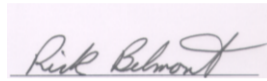
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Day to day, on the job or off, we must all continue in striving to hone our safety senses. Remembering always:

**"NO TASK IS SO URGENT OR SO IMPORTANT THAT
YOU CANNOT TAKE THE TIME TO DO IT SAFELY"**

We would ask each of you, in your way, to continue to commit yourself to the goal of eliminating all injuries.



P. Henning
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