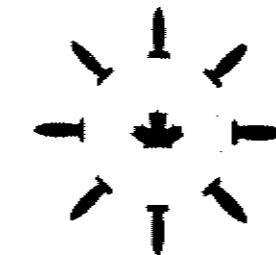


Collective Bargaining Agreement

2004-2005

Inco
Port Colborne Retiring



DENNIS O'BRIEN

519-442-0830

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THIS AGREEMENT made as the thirty first of May 2006.

BETWEEN

INCO LIMITED,
Hereinafter called the 'Company'.
OF THE FIRST PART

- and -

UNITED STEELWORKERS,
Hereinafter called the 'Union',

OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board has, by its certificate dated the twenty-first day of December, 1961, certified the Union as Bargaining Agent for all hourly paid employees of the Company at it's Port Colborne Plant;

AND WHEREAS it is the intent and purpose of the Union and the Company to further harmonious industrial relationships between the Company and its employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto hereby agree as follows:

ARTICLE 1 - SCOPE

- 1.01 This Agreement is entered into by the Union on its own behalf and on behalf of all employees.
- 1.02 The word 'employee' or 'employees' wherever used in this Agreement shall mean an hourly paid employee of the Company at it's Port Colborne Plant.
- 1.03 The words 'Local Union' wherever used in this Agreement shall mean Local 6200 of the United Steelworkers.
- 1.04 Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender, unless the context requires otherwise.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for all employees with respect to rates of pay, hours of work, and other conditions of employment.
- 2.02 Foremen, supervisors and other persons employed by the Company, but not employees as defined in this Agreement, shall not perform work which is normally done by employees (except cases of an emergency nature) where qualified employees are reasonably available to do such work. Nothing in this paragraph shall interfere with the normal performance of duties such as the carrying out of research programs, the necessary instruction of employees, and the inspection of equipment, product or process by such non-bargaining unit employees. If a grievance is filed alleging violation of the foregoing, the foreman, supervisor, or other person referred to in the grievance and the person on whose

evidence the grievance is substantially based shall be required, on the request of either party, to attend any grievance meetings established under Article 7 of this Agreement.

2.03 It is recognized that changing technology or changes in methods of operation may result in the creation of new production and maintenance jobs. Such new jobs shall as soon as practicable be performed by bargaining unit employees if such jobs comprise the significant functions which have been part of jobs performed by bargaining unit employees. If such new jobs do not comprise the significant functions, but do comprise similar functions which have been part of jobs performed by bargaining unit employees, such new jobs will on the request of the Local Union be reviewed by the Company with the Local Union as to whether such new jobs are to be performed by bargaining unit employees.

The Company will meet on request with the Local Union to discuss those new occupational classifications for which training will be given under Articles 20 or 21. If, in the opinion of the Union, alleged breaches of this Section cannot be satisfactorily dealt with under the grievance procedure, the Company undertakes to discuss with the Union or the Local Union under the provisions of Section 7.19 hereof what appropriate action should be taken to correct specific or repeated instances of such alleged violations.

2.04 Contracting Out

a) The Company agrees that the Union has an understandable concern over 'contracting out' by the Company because of its effect upon such matters as job opportunity for the employees.

- b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.
- c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.
- d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery, which is installed, and/or in a fixed location.
- e) Contractors will not perform work outside the scope of their contract with the Company.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 No person shall be required, as a condition of employment, to become or remain a member of any Union or other organization, and no statements or representations to the contrary shall be made.
- 3.02 There shall be no discrimination or favouritism by the Company or the Union or its members against any employee because of membership or non-membership in any lawful union, or because of the employee's sex, race, colour, religious creed, political affiliation, or because the employee has exercised or failed to exercise any right specifically provided under this Agreement.
- 3.03 There shall be no solicitation of membership in any Union organization or collection of Union dues or any Union activity on Company time or Plant or Mine property. This

clause shall not prevent employees from engaging in casual conversation relating to Union affairs.

3.04 The parties endorse a workplace environment, which is free from **harassment that denies individual respect and dignity on grounds of race, national or ethnic origin, colour, religion, age, sex, marital status or sexual orientation**. For the purpose of this clause, harassment means:

- (a) **Unwanted attention, remarks or behaviour of a persistent or abusive nature made by a person who knows or ought reasonably to know is unwarranted and can include comments, slurs, racist or sexist jokes, pictures or posters, bullying or intimidation, graffiti, unnecessary physical contact, remarks about a person's appearance or personal life, unwelcome sexual advances or demands, suggestive looks or gestures;**
- (b) Implied or expressed promise of reward for complying with a sexually oriented request;
- (c) Implied or expressed **threat or reprisal, in the form of either actual reprisal or the denial of opportunity** for refusal to comply with a sexually oriented request;
- (d) **Harassment does not include properly exercised employee or supervisory responsibilities or conduct and is not meant to inhibit free speech or interfere with the normal social relations that are part of the workplace life.**

3.05 **The Company recognizes the Local Union's Human Rights officer in providing assistance in the investigation and resolution of human rights complaints arising in the**

workplace. Leaves of absence shall be granted to this Local Union representative to the extent required. Time lost by the Local Union representative in this function shall be paid for by the Company at the equivalent of the wage rate for Electrician, plus any applicable shift premium and Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater. The Company may at any time discontinue such payments if, in the opinion of the Company, there is abuse of the privilege.

ARTICLE 4 - MANAGEMENT

4.01 The Union agrees that the Company has the exclusive right and power to manage the Plant, to direct the working forces and to hire, promote, transfer, demote or lay off employees, and to suspend, discharge or otherwise discipline employees for just cause. Provided, however, that the Company agrees that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 5 - UNION SECURITY

5.01 The Company shall during the life of this Agreement deduct as a condition of each employee's continued employment, from the pay cheque due in each week to each such employee, a sum equal to Union weekly dues in the amount certified by the Union to the Company to be currently in effect according to the Union Constitution and remit the same prior to the 10th day of the month following the month in which such deductions are made to the International Treasurer of the Union. The Company will, at the time of making each such payment to the International Treasurer of the Union, provide the names and current addresses according to the Company records of the

employees from whose pay such payment has been deducted.

5.02 The said deductions shall commence, in the case of each employee entering the employment of the Company, with the calendar month in which his first pay cheque from the Company is received by him.

5.03 The Company shall on or before March 1st in each year furnish to each employee a statement of the total Union monthly dues which have been deducted from such employee's pay cheque and remitted to the Union during the preceding calendar year.

ARTICLE 6 - NO CESSATION OF WORK

6.01 Neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow-down, or any suspension of work against the Company which shall in any way affect the operations of the Company; nor shall the Company engage in any lockout at its Port Coborne Plant.

ARTICLE 7 - ADJUSTMENT OF GRIEVANCES

Differences Between the Company and Employees

7.01 Should any difference arise between the Company and any of the employees from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

7.02 Stage One

An aggrieved employee may, provided it is done with reasonable promptness, make his representations orally or in writing to his foreman or such other Management

Representative designated by the Company from time to time to handle such matter at this stage. In making such representations he may, if he desires, be accompanied and represented by a Grievance Steward in his Department or another Grievance Steward, if there is no Grievance Steward available in his Department, and such meeting will normally occur during the grievor's working hours. Any settlement of the grievance reached between the aggrieved employee and the Company at this stage will be considered applicable to the case in question and not as establishing a precedent for future cases. If within three (3) days from the time when such representations were presented to such Management Representative a decision satisfactory to the employee is not given, then the grievance may be referred to Stage Two.

7.03 Stage Two

Failing resolution, the grievance may, within five (5) days after the decision of the Management Representative for Stage One has been or should have been given, be referred in writing to the Management Representative designated by the Company to handle such meetings at Stage Two.

The Company will notify the Plant Committeeman and the Chairman of the General Grievance Committee of the date, time and place for the Stage Two meeting within five (5) days after receiving such referral. Such meeting shall be held within thirty (30) days following such notification and will normally be scheduled during the grievor's working hours and commence no later than thirty (30) minutes before the end of the grievor's shift.

The employee shall be accompanied at such meeting by the Plant Committeeman and not more than two Grievance Stewards one of whom shall be from his Department if available. An Industrial Relations representative and such

other Company personnel as the Company may consider necessary to resolve the grievance shall accompany the Management Representative.

The Management Representative hearing the grievance will give a written decision within five (5) days from the date of the meeting to the grievor, with a copy for the Plant Committeeman and the Grievance Steward handling the case. If the grievance is denied, the decision shall contain brief and concise reasons. A written summary of the Stage Two meeting (including the respective positions of each party and the facts agreed to or in dispute at such meeting) will be prepared by the Company, with a copy to the Plant Committeeman.

7.04 **Stage Three**

If the matter is not satisfactorily disposed of, then a notice in writing requesting further consideration of the matter may within seven (7) days after the decision by the Management Representative at Stage Two has been given or should have been given, be given by the Local Union to the Management Representative designated for Stage Three meetings. Such Management Representative shall notify the Local Union of the time and place of a meeting to consider the matter. Any such meeting shall be held within twenty-one (21) days after the written notice of referral has been received. The Local Union shall be represented at such meeting by the General Grievance Committee and an officer of the Local Union. At any Stage Three meeting either party may require the attendance of the grievor and/or a representative of the Union. The Company shall be represented at Stage Three meetings by Management Representatives, representatives of the Industrial Relations Department and such staff specialists as the Company requires. The Management Representative for Stage Three shall give his decision in writing to the Local Union within

seven (7) days from the date of the meeting.

7.05 Regular days off of both the grievor and the Management Representative involved at each stage, vacation time off of the grievor and recognized holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing Stages One to Three.

7.06 Time limits fixed by this Article may be extended by written agreement of the Company and the Union or the Local Union.

7.07

Differences Between Company and Union

Any differences arising between the Union and the Company from the interpretation, application, administration or alleged violation of the provisions of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either of such parties to the other, with opportunity for oral discussion between the officers of the Local Union and the Manager, Port Colborne Refinery, or his designated representative. At such discussion either party may require the attendance of a representative of the Union and/or the General Grievance Committee. The parties shall within ten (10) days from the giving of notice as aforesaid sign a memorandum of settlement, or, if the matter has not been satisfactorily adjusted, the party to whom the matter was submitted shall deliver to the other party a reply in writing to such submission.

General Grievance Committee, Grievance Stewards and Plant Committeemen

7.08 The General Grievance Committee and Grievance Stewards, as designated by the Local Union, shall be employees and shall consist of not more than one (1) for

Procedure that any employee has failed to receive the rate of pay to which ***the employee*** is properly entitled under the provisions of this Agreement respecting the application of seniority or rates of pay, the Company shall, if ***the employee's*** grievance shall have been presented in writing within ***forty five (45)*** days after the pay day in respect of the pay period in which the grievance arose, pay to such employee the difference between the rate of pay which such employee should have received and the pay actually received by such employee.

- 7.19 Upon the request of the Union or the Local Union President, the Company will meet with four (4) employees, a representative of the Union and the Local Union President, or his designate, to discuss problems of a general nature arising out of this Agreement. If a meeting is requested, the Local Union President must notify the Supervisor of Employee Relations prior to the meeting of the subjects to be discussed thereat. In the case of up to six (6) such meetings in each year of the Agreement, the Company will pay such employees attending the meetings at their applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable earnings based compensation or nickel price bonus whichever is greater for any time lost during their regular shifts. The Company will prepare a report of each such meeting with a copy to the Local Union President. At any such meeting, the Local Union President may require the attendance of up to two (2) additional employees, not paid for by the Company, having special technical knowledge relating to the subjects to be discussed thereat.
- 7.20 Where two (2) or more employees in the same Department have differences with the Company concerning the application, interpretation or an alleged violation of the provisions of this Agreement which are sufficiently common in nature to be dealt with together, they shall

constitute a group grievance and it shall be heard at Stage Two. For the purposes of Stage Two, one employee shall be appointed by the Union as representative of all aggrieved employees.

ARTICLE 8 - THIRD PARTY DETERMINATION

8.01 In the event that any difference arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given to the other party within thirty (30) days from the giving of the decision of the Management Representative at Stage Three (or in the event of a difference between the Union and the Company, within thirty (30) days from the date when the written reply to the submission was or should have been delivered) be referred either by the Union or the Company to Third Party Determination as hereinafter provided.

Within fifteen (15) days after a grievance has been referred to Third Party Determination, the designated representatives of the Industrial Relations Department and the three (3) Chief Stewards, an officer of the Local Union and a representative of the Union may meet and agree in writing to submit the grievance to a Grievance Commissioner as provided in paragraph 8.02 hereof. Failing such agreement, the grievance will proceed to an arbitration board as provided hereunder.

Grievance Commissioner

8.02 The Company and Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a Grievance Commissioner hereunder. All cases referred to arbitration where an employee has a grievance concerning either discipline received by him or

overtime not paid to him will be referred to a Grievance Commissioner if the Company and the Local Union agree in writing on all the facts to be placed before the Grievance Commissioner. With respect to overtime cases, either party may elect to have the matter heard at arbitration if it considers the issues involved to be of precedential importance. A Grievance Commissioner (where more than one, acting in rotation) will set aside each month such time as may be requested by the Company and the Union to consider and determine grievances referred to him hereunder for final and binding arbitration. A Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided in paragraphs 8.02 to 8.05 hereof.

- 8.03 Through the Grievance Commissioner the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out in Schedule 'A' hereto.
- 8.04 The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement, the decision of the Grievance Commissioner shall:
- a) Be consistent with the provisions of this Agreement;
 - b) Be confined to the grievance referred to him.
- 8.05 The Local Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees

payable to the Grievance Commissioner.

Arbitration

- 8.06 Any matter referred to arbitration shall be heard by an arbitrator selected in rotation from the following panel:

*Janice G. Johnston
Richard O. MacDowell
W. B. Rayner
C. Gordon Simmons
Kevin Burkett*

The Company and the Local Union may upon agreement add further names to the panel.

- 8.07 The party referring the matter to arbitration shall within fifteen (15) days take all steps necessary for the selection of an arbitrator from the panel in the manner herein set out.
- 8.08 If after making all reasonable efforts to select an arbitrator within the time herein set out, the party responsible for the selection is unable to find an arbitrator able or willing to act, the time limit will be extended to the length of time required to obtain the services of an arbitrator.
- 8.09 Any member of the panel who, having been requested in turn to act as an arbitrator, is unable or unwilling to act shall not again be requested to act as arbitrator on any arbitration until his/her name comes up again on the regular rotation of the panel. If a member of the panel has been unable or unwilling to act as arbitrator on six (6) consecutive occasions when requested during the term of this Agreement, he/she shall be removed from the panel.

- and a replacement shall be selected by agreement between the Company and the Union within sixty (60) days of the removal.
- 8.10 No matter shall be considered by the arbitrator nor shall the arbitrator render any decision in connection with the matter unless and until he/she first decides that the matter constitutes a difference between the Company and the Union, or the employee initiating the matter, arising from the interpretation, application, administration or alleged violation of this Agreement.
- 8.11 The Rules of Arbitration annexed hereto as Schedule "B" shall govern the conduct of any arbitration proceedings. A finding by the arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of this Agreement shall be conclusive and binding upon all parties concerned but in no event shall the arbitrator alter, modify or amend any part of this Agreement.
- 8.12 The Local Union and the Company shall each be responsible for one-half of the expenses and fees of the arbitrator *or mediator*.
- 8.13 Any and all times fixed by this Article for the taking of action by either party may at any time be extended by written agreement of the Company and the Union or Local Union.
- 8.14 When a grievance has neither been settled under the grievance procedure nor referred to a Grievance Commissioner and if the Company and the Local Union agree, or the grievance concerns the discipline or discharge of an employee, the grievance shall be referred to a single arbitrator selected in rotation from the panel set out in Section 8.06 of the Collective Bargaining Agreement for

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

final and binding arbitration. The provisions of the Collective Bargaining Agreement, including Article 8 and Schedule 'B', shall apply in cases where a single arbitrator is used, with the necessary changes being made.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01 A discharged employee may contest his discharge as being in violation of this Agreement provided the written grievance is filed within fourteen (14) days of the date of discharge subject to extension to twenty-one (21) days, if it is impossible for an employee to file within the fourteen (14) days, or such further period as the parties may agree. Such grievance will be treated as a special grievance and presented at a Stage Three meeting convened for the purpose of dealing with the grievance.
- 9.02 If a discharged employee is reinstated pursuant to the Grievance or Arbitration Procedure, any compensation for earnings lost shall be on the basis of the employee's regular basic rate and normal hours of work (not to exceed forty (40) hours per week) plus any off shift premium or Sunday premium applicable to such normal hours of work and any applicable Cost of Living Allowance, any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater and any holiday pay he would have otherwise been entitled to less amounts earned by the employee during the time so lost. Upon reinstatement there shall be deemed to have been no break in the employee's continuous service.
- Special Discharge Grievance and Arbitration Procedure**
- 9.03 The Stage Three meeting will be held within three (3) days

- after the grievance is received and the Management Representative shall give his decision in writing to the Local Union within three (3) days from the date of the meeting. If the decision is unsatisfactory, the Local Union may, within seven (7) days after the decision is given, refer the grievance to Arbitration and it shall be heard pursuant to the provisions of Article 8 within thirty (30) days of the reference to arbitration given by the Local Union.
- 9.04 Any Counselling or Discipline Reminder, penalty warning or penalty suspension will contain reasons for its issuance and will be given in writing to the employee with a copy to the Grievance Steward designated by the employee. If more than one representative from Management is present during the issuance of any Step 1 or Step 2 Counselling or Discipline Reminder, it shall be given to such employee, if he so requests, in the presence of a Grievance Steward. Any Counselling or Discipline Reminder given as a Step 3 or Step 4 Reminder will, where practicable, be given to an employee, if he so requests, in the presence of a Grievance Steward. Where practicable, any notice of discharge shall be given to an employee in the presence of his Plant Committeeman or Grievance Steward if the Plant Committeeman is not available. Such notice of discharge shall specify the reason for discharge.
- 9.05 Penalty warnings or Counselling or Discipline Reminders (but not suspensions) for absence without leave or for failing to notify the Company of intended absence shall be removed from an employee's record and shall be disregarded in determining discipline for subsequent infractions of a like nature if after three (3) calendar months there is no repetition of such offence.
- Any other penalty warning (but not a suspension) or any other Counselling or Discipline Reminder given as a Step 1 Reminder shall be removed from an employee's record and shall be disregarded in determining discipline if

in the six (6) months following such warning or Counselling or Discipline Reminder there is no further misconduct. In any event a penalty warning (but not a suspension) or a Counselling or Discipline Reminder given as a Step 1 Reminder shall be removed from an employee's record and shall be disregarded in determining discipline twelve (12) months after the issuance of such warning or Counselling or Discipline Reminder.

A Suspension notice or a Counselling or Discipline Reminder given as a Step 2 Reminder shall be removed and disregarded in determining discipline if in the twelve (12) months following such Counselling or Discipline there is no further misconduct. In any event a Step 2 Reminder shall be removed and disregarded in determining discipline two (2) years after the issuance of such Counselling or Discipline Reminder. A suspension notice or a Counselling or Discipline Reminder given as a Step 3 or Step 4 Reminder shall be removed and disregarded in determining discipline two (2) years after the issuance of such suspension or Counselling or Discipline Reminder.

An employee who has no other Counselling or Discipline Reminder on his record at the time of receiving a Step 4 Reminder shall have such Step 4 Reminder reduced to a Step 3 Reminder one (1) year after its issuance provided he has not received any other Counselling or Discipline Reminder during that year. Thereafter, such Step 3 Reminder shall be removed and disregarded in determining discipline if in the twelve (12) months following there is no further misconduct.

ARTICLE 10 - EMPLOYEES IN ARMED FORCES

- 10.01 An application for leave of absence from an employee required to be absent from work for the treatment of injuries sustained in Canadian military service will be carefully considered by the Company and discussed with

the Local Union on request.

ARTICLE 11 - SENIORITY

11.01 Definitions

'Seniority' - is the principle of granting preference to employees in promotions, transfers, demotions due to a change or reduction in operations, lay-offs, and rehiring after lay-offs in accordance with length of employment.

'Seniority Ranking' - means the ranking of employees within a Department or the Plant as determined by their length of continuous service with the Company. Any employee transferred from one Department to another within the Plant shall carry his seniority from the old Department into the new Department.

'Department' - means those Departments as set out in Schedule 'C' attached hereto.

'Limited Job' - means

- a) A job not exceeding six (6) months' duration, which
 - i) is seasonal only; or
 - ii) is open due to a leave of absence other than one granted to a Union Officer for Union purposes; in the case of such leave of absence for Union purposes, the job will be posted limited for the first six (6) months of the leave and, if the leave continues, it will then be posted as an unlimited job;
 - b) Any job which is open by reason of sickness or accident;
 - c) Any job, which the Company believes, will not

exceed three (3) months' duration:

- d) Any trainee job, which the Company believes, will not exceed twelve (12) months' duration;
 - e) Any job which is open by reason of the assignment of an employee to a job outside the bargaining unit. Any such job which remains 'limited' for a period of (1) year will be posted 'unlimited' at the expiration of the one (1) year period or sooner if the Company advises the Union that the assignment is permanent.

'Continuous Service' - means the length of unbroken service since the employee last entered the service of the Company according to the Company's records, less the following:

- a) Any leave of absence in excess of three (3) weeks for reasons other than disabling accident or illness, compassionate grounds or pregnancy;
 - b) A lay-off for lack of work for a continuous period of three (3) full payroll periods or more;
 - c) Any period of unlawful strike.

For the purpose of the seniority provisions of this Agreement all leaves of absence under Section 11.26, and any leaves of absence after July 10, 1969, in excess of three (3) weeks under Sections 11.27 and 11.28 shall not be deducted from an employee's continuous service.

For the purpose of the seniority provisions of this Agreement an employee with recall rights who was laid off and rehired after his recall rights expired will be credited with his prior continuous service.

'Break in Service' - shall occur if an individual employed by the Company:

- a) Quits (absence without leave for a period of over fourteen (14) days shall constitute a quit);
- b) Is discharged;
- c) Is laid off by the Company for lack of work, except that no break shall be deemed to have occurred if such a laid-off person is rehired in accordance with the recall provisions of this Article.

Application of Seniority on Lay-Off

- 11.02 a) Where employees are laid off from the Company for lack of work (other than temporary lay-offs not to exceed two (2) weeks resulting from accident, breakdown or other emergency) the Company shall lay off the employees affected in the inverse order of their seniority ranking with the Company except in those cases where the requirements and efficiency of operations and ability, knowledge, training and skill of the individual to fill the normal requirements of the job require otherwise.
- b) In the case where an employee will be permanently laid off out of seniority ranking under Section 11.02 (a), he will be provided with an appropriate one-time training period of up to three (3) consecutive months duration for the purpose of training in an occupational classification occupied by a junior employee in his Department or, if such an occupational classification is not available in his Department, in the Port Colborne Plant.
- 11.03 In the event of a reduction in force, other than a temporary lay-off, the Company shall, before notifying the employees to be laid off, have prior discussion with the

Local Union executive and the Union.

- 11.04 An individual whose employment has been terminated due to a lay-off for lack of work shall have preferential rights for rehiring (herein referred to as 'recall' rights) for the following periods subject to other provisions in this Article:

Length of Continuous Service at Date of Layoff	Duration of Recall Rights
Three months or more	Eighteen months from date of lay-off
One year or more	Twenty-four months from date of lay-off
Three years or more	Thirty-six months from date of lay-off
Four years or more	Forty-eight months from date of lay-off

11.05 The Company shall maintain a recall list for the Plant. When hiring for jobs covered by this Agreement (other than for jobs of a temporary or emergency nature), the Company shall determine which individuals on the recall list are qualified to fill the normal requirements of the jobs available and shall give preference in rehiring to such persons in inverse order to that in which they were laid off subject to the following provisions:

- a) Notice of recall shall be sent to the individual by registered mail and shall be sufficient if sent to the last address the individual has communicated in writing to the Employee Relations Office of the Company at the Port Colborne Plant. Upon lay-off the individual will receive from the Company written instructions as to his rights and obligations for recall under this Section 11.05.

- b) The notice shall stipulate the job to which the individual is being recalled and the proposed time and place of rehiring. The individual shall indicate his acceptance within a period not to exceed fourteen (14) days from the date of mailing of such notification and shall report for duty within twenty-eight (28) days from such date. If the individual reports for work within such twenty-eight (28) day period, his continuous service with the Company will be conclusively deemed to have recommenced from the date he was requested to report for duty.
- c) Individuals who accept the recall and report for duty within the specified time set out in paragraph hereof and at the specified place will be rehired in inverse order to that in which they were laid off.
- d) No individual shall be denied rehiring solely because of a medical or physical condition which existed at the time he was laid off.
- e) The Company shall be entitled to fill any jobs available on a temporary basis pending the rehiring of individuals with recall rights.
- f) An individual who is unable to report for work as specified in his notice of recall because of sickness or accident and so advises the Company within the fourteen (14) day period specified in paragraph (b), and provides satisfactory medical evidence on or before the specified date of rehiring, shall not lose his recall rights solely because of his failure to so report.
- g) On being rehired on recall there shall be deemed to have been no break in such employee's continuous service.
- h) An individual who fails to indicate his acceptance of recall or to report for work as specified in paragraph (b) shall lose all recall rights, except as otherwise specifically provided in this Article 11.
- i) An individual may decline a recall to a job of an expected duration of less than thirty (30) days without loss of recall rights.
- 11.06 An individual with recall rights may present a grievance at Stage Two of the Grievance Procedure and process such grievance through the Grievance and Third Party Determination Procedures if he believes that his lay-off or the Company's failure to recall or rehire him was in contravention of this Agreement. Should such grievance succeed and the individual is not otherwise disqualified, he shall be reinstated and any compensation shall be on the basis of the regular basic rate of the job and its normal hours of work (not to exceed forty (40) hours per week) plus any off shift premium or Sunday premium applicable to such normal hours of work, any applicable Cost of Living Allowance, any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater and any holiday pay he would have otherwise been entitled to for the time lost after the receipt of the written grievance by the Company, and during a period of up to thirty (30) days prior to such receipt, less any earnings during such time lost.
- 11.07 An employee who is employed by the Company in any of the classifications mentioned in Schedule 'D' (including an apprentice in the case of a trade classification or a helper who has previously held an unlimited job with the Company as a tradesman) may, within four (4) working days of transfer or demotion to another classification due to lack of work, elect to be laid off and shall be governed by the recall provisions set out in this Article 11. Any other employee who is demoted as a direct result of a lay-off due to lack of work may, within four (4) working days and subject to the

requirements and efficiency of operations, elect to be laid off and shall be governed by the recall provisions set out in this Article 11. In addition, any such employee laid-off either by his own election or for lack of work shall not lose his recall rights by reason only of his failure to report for rehiring in any job other than one in his former classification.

Application of Seniority in a Department

11.08 Promotions - Any promotion within a Department (other than promotions of a temporary nature for a period not in excess of seven (7) days or promotions to or in supervisory or confidential positions) will be filled with regard to the job posting provisions hereinafter set forth.

11.09 Demotions - In all cases of demotions within a Department (other than demotions of a temporary nature for a period not in excess of seven (7) days) resulting from a change or reduction in operations in such Department, the following two factors shall be considered in determining which employees are to be demoted:

- (a) Seniority ranking in the Department of the employee affected;
- (b) The requirements and efficiency of operations and the ability, knowledge, training and skill of the individual to fill the normal requirements of the job.

Where factor (b) is to all intents and purposes equal as between two or more employees, their relative seniority ranking shall govern except as hereinatter provided.

11.10 Application of Seniority - Curtailment in Operations

- a) Transfers - If, due to a change or reduction in operations within a Department it becomes necessary to transfer employees out of the Department for a period in excess of seven (7) days the employees affected will be transferred by giving preference in accordance with their seniority ranking in the Department, unless the requirements and efficiency of operations and the ability, knowledge, training and skill of the employee or employees to fill the normal requirements of the job require otherwise.
- b) If the Company decides to discontinue a Department or any substantial portion of a Department it will notify the Union and the local Union in writing and will discuss with it the employees who are to be transferred from the Department or Plant. When additional employees are required in other Departments, such employees will be given the opportunity to transfer in accordance with their seniority ranking in the Department into one of the other Departments, providing the efficiency of operations in the curtailed Department shall not suffer.
- c) In any transfer under sub-paragraphs (a) or (b) the Company will give preference in accordance with their seniority ranking to the requests of employees to be transferred in determining the Plant and Department to which they will be transferred from among the jobs which the Company determines are available.
- d) An employee to be transferred to a new Department under sub-paragraph (a) or (b) who is retained in ***the employee's*** current Department for a

period in excess of seven (7) days, will be eligible to apply for a posted job in ***the employee's*** new Department and, if the successful applicant, fill that job when his transfer is effective.

- e) ***Commencing with the date of the employee's transfer to a new Department due to a curtailment in operations, the employee's rate of pay shall not be reduced for a period of three (3) months below the rate of the full-time occupational classification that the employee previously held.***
- f) ***An employee awarded a job under Section 11.14 will receive the higher of the rate of pay of the employee's current occupational classification and the rate of pay of the new occupational classification for the duration of the rate protection provided under Subsection 11.10 e).***

11.11 Temporary Promotions, Demotions and Transfers

- a) In making temporary promotions, demotions and transfers not in excess of seven (7) days, the Company will, to the extent permitted by the requirements of operations, give preference according to the seniority ranking of the employees reasonably available in the Department. With respect to temporary promotion of employees in all Departments, such preference shall be given to employees who are working on their regularly scheduled shifts.
- b) If the Company transfers an employee from one Department to another and signifies to the employee that such transfer is temporary only, the employee will be returned to the Department from which he was transferred within ninety (90) days. In making such transfers the Company will, to the extent permitted by the requirements

and efficiency of operations, give preference according to the seniority ranking of employees within the Department. During the period of temporary transfer he will not acquire any seniority ranking in the Department to which he was transferred but will be able to use his seniority for the purpose of temporary promotions only. In the event an employee is transferred contrary to his preference and seniority ranking to work in an occupational classification carrying a lower rate of pay than the occupational classification from which he was transferred, he shall continue to be paid at the rate applicable to the occupational classification from which he was transferred.

Job Posting

- 11.12 Where a vacancy (other than a vacancy resulting from absence on vacation or of a temporary nature) occurs in any job, limited or unlimited, in wage step three (3) or higher in the case of surface jobs, or in wage step five (5) or higher excluding shop labour classifications, notice of such vacancy shall be posted for seven (7) calendar days on the bulletin board or boards in the Department concerned. If such vacancy occurs as the result of a job being vacated or an additional job being added to an existing occupational classification, the job posting notice will apply to the vacated or additional job. The notice shall include the shift (day, afternoon or night) on which the vacancy exists on the date of posting.
- 11.13 Any employee in such Department may apply in writing for such job within the seven (7) day posting period:
 - a) Whose wage rate is greater or less than the rate of the posted job;
 - b) Whose wage rate is the same but who is in a different occupational classification;

- c) Who is in the same occupational classification but is assigned to shift work while the posted job is for daytime work or vice versa;
- d) Who is in the same occupational classification but is assigned to steady night shift while the posted job is for steady afternoon, night or rotating shift or vice versa;
- e) Who is in the same occupational classification but is assigned to swing-shift while the posted job is for steady afternoon, night or rotating shift or vice versa;
- f) Who is in the same occupational classification but is assigned to a two (2) shift rotation while the posted job is for a three (3) shift rotation or vice versa;
- g) Who is in the same occupational classification but is assigned to a limited job while the posted job is for an unlimited job.

In addition to the foregoing, an employee may apply in writing for a posted job in his department within the seven (7) day posting periods if he is in the same occupational classification and assigned to the same shift, including daytime work, as the posted job. If the employee is the successful applicant for such job, he will not be eligible to make a new application under the terms of this section for a period of six (6) months from the posting of his name as the successful applicant.

Any application under this Section shall be made in duplicate, one (1) copy to be initialled by the Company official receiving it and returned to the applicant.

11.14 In deciding which applicant shall fill the vacancy, the

Company shall consider the following two (2) factors:

- a) The seniority ranking in the Department of the applicants affected;
- b) The requirements and efficiency of operations and the ability, knowledge, training and skill of the applicant to fill the normal requirements of the job.

When factor (b) is to all intents and purposes equal as between two (2) or more employees, their relative seniority ranking shall govern, except where otherwise specifically provided in this Article.

11.15 Part-Time Relief Jobs - The Company will determine the maximum number of employees required to fill regularly recurring part-time relief jobs in each classification in each Department and shall post and award each such job in accordance with the foregoing job posting provisions subject to the following additional conditions:

- a) Where a work schedule includes a relief job which consists of working two (2) or more shifts in the same classification within the work week with one (1) or more scheduled changes of shift, the whole sequence of such shifts shall be deemed to constitute one (1) regularly recurring part-time relief job and the complete job must be accepted by the successful applicant.
- b) Where a regularly recurring part-time relief job involves steady day work, steady afternoon work, or steady night work or work on a particular rotation of shifts, this fact will be indicated and no employee will be permitted to hold such job unless his regular work is scheduled to coincide with the work involved in such regularly recurring part-time relief job.

11.16 As relief men are required on each shift for a particular classification, employees who have been awarded regularly recurring part-time relief jobs on that shift will be assigned in order of seniority, provided that:

- a) Where as the result of working on a regularly recurring part-time relief job an employee is required to work on more than one (1) shift in any week, the shift changes involved shall be deemed to be regularly scheduled changes of shift;
- b) An employee shall not be entitled to be assigned to relief work in a regularly recurring part-time relief job if such assignment would require him to work on either of his regularly scheduled days off.

11.17 **Limited Jobs** - Notices posted for vacancies in limited jobs shall state that the job is limited and shall indicate the estimated duration of the job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification in which he last worked in an unlimited capacity or may elect to take over any other limited job in the same Department providing:

- 1) It is occupied by an employee with less seniority ranking, and
- 2) It carries an hourly wage rate equal to or less than of his terminated limited job, and
- 3) The ability, knowledge, training and skill of the two individuals to fill the normal requirements of such limited job are to all intents and purposes equal, and
- 4) The requirements and efficiency of operations will not suffer.

For the purposes of this paragraph the termination of a limited job shall be deemed to include the displacing of an employee from such limited job by an employee having greater seniority ranking.

11.18 The Company shall, without delay, post on the same bulletin board or boards for at least three (3) working days, the name, employment number and length of continuous service of the successful applicant for the job. The successful applicant shall be conclusively deemed to have accepted the job unless he withdrew his application in writing prior to the conclusion of the seven (7) day posting period under paragraph 11.13. If the successful applicant on a limited (other than a trainee job) or unlimited vacancy cannot be assigned to that job because of the Company's inability to select a replacement for him, he will receive the rate of the posted job not later than fourteen (14) days after the posting of his name as the successful applicant. If there is no applicant or no successful applicant, this fact shall be posted in like manner and the Company may, within (4) weeks of such posting, fill the vacancy by selecting from within the Department the employee with the lowest seniority ranking who is eligible to be appointed under this Section and who, in its judgement (which shall not be exercised in an arbitrary or discriminatory manner), has the ability, knowledge, training and skill to fill the normal requirements of the job. If the Company appoints the eligible qualified employee with the lowest seniority ranking in the Department, or appoints some other person, the name, employment number and length of continuous service of the employee appointed to fill the vacancy shall be posted without delay, for three (3) working days.

The Company will promptly forward to the Local Union copies of notices of vacancies posted showing the disposition including the name, employment number and

length of continuous service of the successful applicant or the employee appointed, as the case may be.

- 11.20 It is recognized that it may be necessary from time to time, in the interest of efficiency of operations, to assign an employee in any occupational classification within a working group from day time work to shift work, or vice versa, or from one shift rotation to another in the same occupational classification, or to another schedule providing for different regular days off in the same occupational classification. In making such an assignment, the Company will, to the extent permitted by the requirements of operations, give preference according to the seniority ranking of the employees in the affected occupational classification.

If at the end of ninety (90) days an employee assigned under the provision of this Section is still held in the assignment a reassignment will be made to the extent permitted by the requirements of operations giving preference according to the seniority ranking of the employees in the Department.

Transfers General

- 11.21 An employee who has at least one (1) year of continuous service may, if wishing to transfer from one Department to another, file a written application for such transfer with the Company. A duplicate of the application will be given to the employee. When filling vacancies in the Department (other than a student hired for a fixed term), preference will be given to an employee's application subject to Section 11.22, before filling any vacancy in the Department from outside the Department (other than a student hired for a fixed term) upon consideration of the following factors:

- a) The length of continuous service of the employee;
- b) The wishes of the employee and his or her reasons for requesting the transfer;
- c) The requirements and efficiency of operations and the ability, knowledge, training and skill of the employee to progress in the Department to which he has made application.
- d) *Successful applicants for transfer will be eligible to receive and apply for job postings in the Department to which they will be transferring. An employee awarded such job will, while awaiting the placement in the new job, receive the higher of the rate of pay of the employee's current occupational classification and the rate of pay of the new occupational classification.*

- 11.22 (a) An employee who is transferred out of a Department due to a general lay-off for lack of work or a reduction of force within the Department or for other Company requirements **will be deemed to have made written application** to retransfer to the Department. When a vacancy occurs in the Department and after making any transfers pursuant to Section 11.10 other than in the circumstances described in subsection (b) of this Section, but before making any transfers pursuant to Section 11.21, preference will be given to **the employee's** application for retransfer considering **the employee's** length of continuous service and the employee's ability, knowledge, training and skill to fill the normal requirements of the vacancy.
- (b) Before making any transfers pursuant to Section 11.10, preference in filling the initial vacancies which the Company has declared for the purpose of effecting

Section 11.10 transfers will be given to employees who have an ***existing application to*** retransfer to the Department(s) where such vacancies exist and who are senior to the employees being transferred under Section 11.10. Any subsequent vacancies created by these retransfers will be filled under Section 11.10 without regard to any retransfer applications.

- 11.23 (a) If an employee is temporarily or permanently unable to perform ***his or her*** regular work due to age, disease or injury, the Company will endeavour to find employment in ***the employee's*** own Department or failing ***the employee's*** Department another Department, which in the opinion of a duly qualified medical practitioner is suitable for ***the employee***. In making such an assignment, the Company may disregard the seniority provisions of this Agreement except that such incapacitated employee shall not be assigned to take over a job occupied at the time by another employee. If employment is found for such an employee in another Department and a duly qualified medical practitioner later determines that ***the employee*** is able to return to regular work, ***the employee*** shall be deemed to have applied under Section 11.22 for retransfer to ***their*** original Department. Each employee who obtains employment under this Section shall, upon request, provide proof satisfactory to the Company that ***the employee*** is unable to perform his regular job.
- (b) If an employee who obtains employment under this Section is subsequently transferred pursuant to Section 11.10 and is not capable of performing any available job in the Department to which ***the employee*** is transferred, ***the employee*** may displace the junior employee in the Plant who occupies a job obtained under this Section' ***whose job the employee can***

perform.

Leaves of Absence

11.24 The Company will upon the presentation of satisfactory medical evidence of sickness grant sick leave as follows:

- a) An employee with seniority rights and less than one (1) year of continuous service -- up to one (1) year's leave of absence without pay;
- b) An employee with one (1) or more years' continuous service -- up to two (2) years' leave of absence without pay.

The Company may extend such leaves for such further period as it may decide.

11.25 Upon written request from the Local Union given at least one (1) week in advance, the Company will during each year of the term of this Agreement grant leave of absence, without pay, to the employees named in the request for the purpose of attending:

- a) One (1) National Policy Conference of the Union;
- b) One (1) Ontario Federation of Labour Convention;
- c) One (1) International Convention of the Union;
- d) One (1) Canadian Labour Congress Convention;
- e) One (1) Nickel Conference or in lieu thereof one other convention, conference, school or seminar of the Union, Ontario Federation of Labour or Canadian Labour Congress;
- f) Four (4) Local Union Schools.

Such leaves of absence will be limited for each

conference, convention, school or seminar to not more than twelve (12) employees in the aggregate, of which not more than a reasonable number shall be from any one Department. Not more than twenty-one (21) calendar days' leave in the case of each convention and not more than seven (7) days' leave in the case of each school shall be granted to any employee. The granting of such leave may be withheld when it would be unreasonable having regard to the requirements of operations.

- 11.26 Upon written request by the Local Union given at least one (1) week in advance, the Company will, during each year of the term of this Agreement, grant one leave of absence, without pay, for a maximum period of two (2) months, to the employee named in the request, for the purpose of attending the recognized Labour College.
- 11.27 Upon request by the Local Union to the Employee Relations Office at Port Colborne, at least forty-eight (48) hours in advance, the Company will, subject to the requirements of operations, grant casual leave of absence to employees for Local Union business for not less than one (1) day or more than fourteen (14) consecutive days at any one time.

The total of all such casual leaves granted during each year of the term of this Agreement shall not exceed three hundred (300) man-days.

However, time spent by employees on Local Union Negotiating Committee during negotiations for renewal of this Collective Agreement and in preparation for such negotiations during the ninety (90) days preceding the commencement of such negotiations or on Local Union Committee at In-Term Review Meetings scheduled by agreement between the Company and the Local Union shall not be included in such three hundred (300) days. No more

than four (4) employees shall be absent from any Department on such casual leave at any one time.

- 11.28 Upon application by the Union, the Company will grant leaves of absence, without pay, aggregating not more than three (3) man years during each year of the term of this Agreement. In addition, upon application by the Local Union, the Company will grant, without pay, leaves of absence aggregating not more than one (1) man year during each year of the term of this Agreement to Local Union officers for Local Union purposes. No leave granted under the terms of this paragraph shall be for a period in excess of one (1) year or less than two (2) weeks. However, on request of the Union or Local Union, as the case may be, the period of leave may be extended for not more than one (1) year. No more than four (4) employees will be absent on leaves of absence granted or extended as aforesaid under the provisions of this or any previous Collective Agreement.
- 11.29 (a) In the event that an employee is unable to perform or return to the normal duties of her job owing to either a pregnancy or delivery related illness, and this is confirmed by a medical report satisfactory to the Company's Medical Director, the provisions of Section 11.23 (a) will apply. If the employee does not receive a new work assignment, she will be entitled to apply for and, if eligible, receive Sickness and Accident Insurance benefits. These benefits are payable up to and following her delivery date.
- (b) Employees are entitled to receive pregnancy, paternal or adoption leave in accordance with the provisions of the Employment Standards Act. *Employees who exercise leave under these provisions will continue to accrue their continuous service during these leave periods.*

11.30 Upon written request by the individual concerned, the Company will grant leave of absence without pay to any employee elected to, campaigning for his election to or acting as the campaign manager for an individual's election to any municipal, provincial or federal government office. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election. Leave of absence for an employee acting as the campaign manager shall be for a maximum of two (2) months and shall be limited to one employee for each candidate.

11.31 Upon written application to his immediate supervisor by an employee with ten (10) or more years of continuous service, the Company may grant such employee a one time special personal leave of absence without pay of not less than two (2) months and not more than six (6) months. Any such leave of absence shall be taken outside the prime vacation period as determined by the parties and shall not be used in whole or in part to take other employment.

General

11.32 An employee will be considered on probation until completion of 3 (three) months of continuous service with the company from the date of last hire. Upon completion of the probationary period, his seniority ranking shall be determined and shall include such three (3) month period. The discharge of a probationary employee may be for any reason at the discretion of the company and shall not be made the subject of a grievance or arbitration.

11.33 The Company retains the right to transfer to the category of employee any person employed by the Company in any other category. Any person so transferred will be credited on the date of transfer with seniority ranking equivalent to

his or her length of Company service on that date.

The Company will advise the Vice-President of the Local Union on a monthly basis, of employees who have taken temporary or full-time assignments outside of the bargaining unit.

11.34 Notwithstanding any other provisions of this Article, the Company may from time to time designate to the Local Union, individuals (including technical or scientific students in part-time employment) who are to be given special experience or training to prepare them or test their capabilities for other or broader assignments or for future service other than to the Company. The Company may promote, demote and direct their efforts, free from any limitations imposed by this Article, until such special experience or training is completed, provided that no such designated individual shall be employed in any one occupational classification for more than four (4) months. The total number of individuals designated at any time shall not exceed the lesser of fifty (50) or five per cent (5%) of the employees. No such designated individual will be assigned to take over the job occupied at the time by an employee nor will he be eligible for temporary promotions of seven (7) days or less unless he has greater seniority ranking than other employees who are reasonably available. Any overtime worked by a designated individual will be recorded for the purpose of overtime distribution in the classification and working group to which he was assigned prior to being designated. The Company will advise the Local Union of the nature and location of the work to be performed by the individual.

11.35 The Company may hire students as employees for a fixed term to perform work during the period of April 1 to September 15 in any year and up to a maximum of five (5) students on co-operative training programmes for fixed

terms during the year. The termination of any such student's employment at or about the end of his fixed term shall not be subject to grievance or arbitration. The Company will notify each student in writing of the period of time for which he is being employed, with a copy to the Local Union. Individuals with recall rights shall be given notice of recall prior to the hiring of such students.

11.36 At least once every three months the Company shall prepare the Company seniority ranking and seniority ranking lists, showing employee classifications, for each Department. Departmental lists shall be available at the Company's General Office at Port Colborne and a copy applicable to that Department in an office of each Department for reference by employees at reasonable times. Access to the lists at the General Office shall be available at reasonable times to the Staff Representative of the Union regularly assigned to the Local Union or to the President or Secretary or Plant Committeeman of the Local Union. A copy of the seniority lists shall be sent to the Local Union and the Plant Committeeman.

ARTICLE 12 - ESTABLISHMENT OF NEW DEPARTMENTS, TRANSFERS AND SPECIAL SENIORITY PROVISIONS

12.01 It is understood that during the currency of this Agreement the Company may establish a new Department or Departments. Such new Department or Departments may include employees employed in other existing Departments.

12.02 It is recognized that the putting into operation of a new Department or Departments may require the transfer of employees from other Departments and that in these circumstances it is recognized that the application of the provisions of Article 11 would not be in the interests of either the Company or the employees involved and that it is

accordingly desirable to declare the provisions with respect to transfer of employees and their seniority which should be applied during the period of putting into operation a new Department or Departments.

12.03 It is also recognized that it is not possible at this time to determine when a new Department may be established or to fix the date of commencement of first operation of any new Department or Departments. Consequently, when the Company establishes any new Department it shall notify the Union of the establishment and of the affected Departments as herein defined. The Company will subsequently fix a date for the commencement of first operation of such new Department (hereinafter called the "starting date") as soon as it becomes possible to do so and shall notify the Union thereof not less than ten (10) days before such starting date of such new Department.

12.04 During the period commencing with the starting date of any new Department and continuing until such date as the Company shall have declared such new Department to be in full scale operation (the date of full scale operation being hereafter defined), the following provisions shall apply notwithstanding the provisions of Article 11 of this Agreement:

- a) For the purposes of this Article 12, the expression 'affected Department' shall mean such existing Departments as may be named by the Company, and the expression 'new Department' shall mean the new Department which has been determined by the Company and of which notification has been given to the Union as aforesaid.
- b) The date of full scale operation shall be not more than ten (10) months after the starting date, provided, however, that in the event of technological or major

mechanical difficulties in a new Department the Company may extend the date of full scale operation for a further period not exceeding five (5) months.

- c) As soon as practicable after the giving of notice of the establishment of a new Department the Company will post a notice in all affected Departments which will list the occupational classifications of employees (other than jobs or occupational classifications that are not required to be posted under the provisions of Article 11) and the number in each classification which is required at the time. Such notice will also fix a date up to which applications for transfer to the new Department and to specific occupational classifications will be received by the Plant Personnel Officer or other designated Company representative. Any employee in an affected Department will be eligible to make application. The Company will on the starting date transfer the applicants to the number required in the order of what would be their seniority ranking at that time in the new Department provided that the requirements and efficiency of operations in the affected Department and the new Department do not suffer and that the applicants have the ability, knowledge, training and skill to fill the normal requirements of the job for which they have applied. Whenever following the starting date the Company requires additional employees in the new Department it will post a notice or notices in the new and affected Departments similar in form and content to the notice hereinbefore referred to and any employee in the new and affected Departments will be eligible to apply. Subject to the same conditions set out with respect to what would be their seniority ranking at that time in the new Department if they are transferred to the new Department and to the requirements and efficiency of operations and the ability, knowledge, training and skill

of the applicants the Company will transfer to the new Department or promote the number of employees required.

- d) At any time during the said period an employee who has been transferred from an affected Department to a new Department may be retransferred at his own request or by the Company to his original Department, in which event, however, he shall be returned to the classification of the unlimited job most recently held by him in such affected Department.
- e) During the said period the expression 'limited job' as defined in Article 11 hereof shall be enlarged to include any job in an affected Department which may be limited in duration by reason of the possible retransfer to that affected Department of any employee who has been transferred to such new Department.
- f) If at any time during the said period a vacancy occurs in any job in any of the affected Departments, such vacancy shall be posted in the new Department in addition to such affected Departments and any employee who is then employed in the new Department and has been transferred from such affected Department under the provisions of sub-paragraph (c) hereof shall be entitled to apply for such job in accordance with and subject to the provisions contained in Article 11.
- g) In making temporary promotions and demotions in the new Department during the said period the Company will, to the extent permitted by the requirements of operations, give preference according to the seniority ranking of the employees reasonably available.
- h) In the event of an employee wishing to transfer

from any Department to the new Department, he may file with the Company a written application in accordance with Article 11.

- 12.05 At the end of the said period the seniority ranking of the employees in the new Department and affected Departments shall be determined in accordance with the foregoing provisions as of the date on which the Company shall have declared the new Department to be in full scale operation. Thereafter the provisions of Article 11 shall govern all questions of seniority in the said Departments.

ARTICLE 13 - HOURS OF WORK - OVERTIME

- 13.01 The workday for each employee is as follows:
- a) Day Workers - The day for each day worker commences with the start of his regular working hours in that day. Day workers shall normally commence work at eight (8) a.m. but in the interest of efficiency of operations certain day workers may be required to commence work earlier or later than eight (8) a.m. Day workers shall be given a continuous lunch period of one-half (1/2) hour which shall commence not later than five (5) hours after the start of their work but such lunch period shall not be considered as time worked.
 - b) Shift Workers - The day for each shift worker commences with the start of his day shift hours. Shift workers will be allowed thirty (30) minutes per shift to eat a meal and such time will be considered as time worked. A day worker who receives a change of shift instruction before the end of his shift on Friday of the preceding week which requires him to work two or more afternoon and/or night shifts during a week will be considered a shift worker for that week.
- c) Time worked will be calculated in units of one-half (1/2) hour.
- 13.02 The workweek for each employee commences with the start of his day on Monday.
- 13.03 **Applicable Hourly Rate** - means the straight time rate per hour provided under Schedules 'E' and 'F' and applicable to the work an employee is performing at any time, but does not include holiday pay, Sunday premium, shift premium or overtime premium.
- 13.04 **Overtime**
The overtime rate will be one and one-half (1 1/2) times the applicable hourly rate.
- 13.05 **Daily Overtime** - An employee who has worked eight (8) hours at his applicable hourly rate in any twenty-four (24) hour period will be paid at the overtime rate for any additional time worked in such period, except where the additional time worked is due to his regularly scheduled change of shift.
- Weekly Overtime**
- a) An employee who has worked forty (40) hours at his applicable hourly rate in his work week will be paid at the overtime rate for any additional time worked in such week less amounts paid to him pursuant to the immediately preceding paragraph of this Article.
 - b) Hours paid to an employee at the overtime rate because of an unscheduled short change of shift will be considered time worked at his applicable hourly rate in calculating weekly overtime, provided he has not worked more than eight (8) hours in either day involved in the change of shift.

- 13.07 Should an employee be instructed by the Company to change his regular day or days off in a work week to another day or days in that week, and receive such instruction after the end of his shift on Friday of the preceding week, he shall be considered as having worked his normal working hours on those days rescheduled as his days off, but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by him.
- 13.08 Should an employee be instructed by the Company to change his shift and he receives such instruction after the end of his shift on Friday of the preceding week, such employee shall, except in the case of an unscheduled short change in shift, be considered as having worked an additional eight (8) hours in his work week but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by him.
- 13.09 When overtime work, other than that performed on a statutory holiday, is scheduled by the Company it shall distribute such work as evenly as practicable among the employees in the working group and for this purpose it shall take into consideration the availability of the employees in the same classification who can do the work and the wishes of the employees. Upon request to his immediate supervisor an employee or his Grievance Steward (or if there is no Grievance Steward in his working area, the Plant Committeeman) may examine the record of his immediate supervisor pertaining to overtime distribution within the employee's working group.
- 13.10 Notwithstanding anything in this Article, an employee shall not be entitled to more than two and one-half (2 1/2) times his applicable hourly rate for time worked on plant holidays or to more than one and one-half (1 1/2) times his

applicable hourly rate for time worked on other days, unless such additional payment is made in respect to premiums for shift work or Sunday work or the four (4) hours minimum for a 'call out'.

Recognized Holidays

- 13.11 The Plant holidays recognized under this Agreement shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
(The first Monday in August)	

In addition, each employee will be entitled to one floating holiday with pay in each year of the Agreement. Such holiday will be scheduled on a day agreed upon between the employee and his supervisor subject to the requirements and efficiency of operations and the wishes of the employee.

Each employee shall take his floating holiday by May 31st for each year of the Agreement or shall forfeit the holiday. Any employee who forfeits the holiday shall be paid eight (8) hours at his applicable hourly rate.

- 13.12 Should an employee be required to work on a recognized holiday he shall be paid for work performed at the rate of two and one-half (2 1/2) times his applicable hourly rate. If the employee did not volunteer to work on the recognized holiday and is assigned to a shift other than the shift he would otherwise have worked on that day, he shall also be paid eight (8) hours at his applicable hourly rate.

- 13.13 Where work, including overtime work, is scheduled by the Company on a recognized holiday it shall assign such work among the employees in the working group (excluding those employees for whom the recognized holiday is their regular scheduled day off) and for this purpose it shall take into consideration the availability of the employees in the same classification who can do the work, the wishes of the employees and their seniority ranking. Overtime work performed by an employee on a recognized holiday will be recorded for the purpose of overtime distribution under Section 13.09 of the Agreement. In the case of non-continuous operations, work will be assigned on a voluntary basis.
- 13.14 An employee who does not work on a recognized holiday will be paid eight (8) hours at what would have been his applicable hourly rate had he worked on that day, provided he will not be so paid:
- If he has been absent from work on either of the qualifying days which are his last regular work day or shift before and his first regular work day or shift after such holiday; or
 - If he has been instructed to report for his regular work on such holiday and has failed to do so; or
 - If he has been granted leave of absence or casual time off for that holiday.

An employee will be granted holiday pay if his absence on days referred to in (a) or (b) above is due to leave of absence for Jury Duty, Bereavement or Local Union business, or due to being subpoenaed as a crown witness in any court of law or due to illness or accident which requires the employee to be absent from work for five (5) consecutive days, including the holiday in the case of an

employee instructed to work on such holiday, or including any qualifying days on which he was absent in the case of an employee not instructed to work on such holiday, and a doctor's certificate to that effect is submitted by the employee. An employee who has not worked in the thirty (30) day period immediately preceding such holiday shall not be entitled to compensation hereunder.

- 13.15 Where by proclamation or otherwise another day is established as a holiday in lieu of Canada Day, the provisions of this Article shall apply to the holiday so established and not to July 1st.

- 13.16 Except where the employee's regular day off occurs on a recognized holiday, when an employee is entitled to be paid for a recognized holiday not worked, the time so paid shall be considered time worked at his applicable hourly rate but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by him.

- 13.17 When an employee works on a recognized holiday the time so worked shall be considered time worked at his applicable hourly rate but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by him.

13.18 Sunday Premium

A Sunday premium of one dollar (\$1.00) will be paid for all time worked by an employee between the start of the day shift on Sunday and the start of the day shift on Monday.

13.19 Shift Premium

An employee shall be paid an off shift premium of

fifty (50) cents per hour for time worked by him during his afternoon shift hours and an off shift premium of seventy (70) cents per hour for time worked by him during his night shift hours.

13.20 4-Hour Minimum

When an employee, because of failure of the Company to inform him by notice or otherwise that no work will be available, reports for work on schedule, in good faith, and is advised there is no work available he shall receive four (4) hours' pay at what would have been his applicable hourly rate but such four (4) hours shall not be considered time worked for the purpose of applying the overtime provisions of this Article. This paragraph shall not apply when an employee has been absent from his regular work and has failed before reporting for work to inform his foreman or such other supervisor designated by the Company of his intention to return.

13.21 Call Out

An employee reporting for work on a call out shall be paid for work performed at one and one-half ($1\frac{1}{2}$) times his applicable hourly rate, or at least four (4) hours at his applicable hourly rate, whichever is the greater.

To qualify for call out allowance, an employee shall have:

- a) Been requested to work outside of his regularly scheduled hours; and
- b) Been notified to commence work at a time other than time immediately following a shift worked by the employee or at a time which is more than one (1) hour immediately preceding a shift worked by the employee; and

c) Received notice from the Company less than sixteen (16) hours before the time he was to commence such work.

An employee who reports for work on a call out on a recognized holiday and who qualifies for recognized holiday pay under Section 13.14 of this Agreement shall not have any reduction made in that holiday pay because of the call out.

13.22 Transportation

The Company will provide transportation to and/or from call out work when public bus transportation is not reasonably available or when in the opinion of the Company the urgency of the call out work requires it.

13.23 Lunches

Where an employee is held at work for a period of more than two (2) hours immediately following the end of his regular working hours in a day, the Company will provide him with a lunch. Such employee will be provided with an additional lunch if such period of being held at work is more than five (5) hours.

If an employee who reports for work on a call out performs more than four (4) hours of work outside his regularly scheduled hours, he will be provided with a lunch.

The Company will use its best efforts to supply a hot lunch to any such employees where practicable.

13.24 Work Day - Work Week

The Company does not guarantee to provide work for any employee, nor to maintain the work week or working

hours presently in force.

- 13.25 The Company and the Union may enter into agreements to give effect to shift schedules which alter or exceed the daily and/or weekly hours of work contained in this Agreement.
- 13.26 In situations where the parties have agreed to implement twelve (12) hour shift schedule, the provisions of Schedule 'M' shall apply to those employees working on twelve (12) hour shift schedules.

ARTICLE 14 - WAGES

- 14.01 The Company and the Union agree that, during the term of the Agreement and except as otherwise provided, the wage rates shall be as set out in Schedules 'E' and 'F' attached, with increases effective as of the dates set out in such Schedules.
- 14.02 The wage rate for tradesmen, including leaders and intermediates, shall be two job class increments above their wage rates as set out in Schedule 'E'.
- 14.03 An employee who is temporarily assigned to work in an occupational classification carrying a higher rate of pay than the occupational classification from which he was assigned shall receive such higher rate of pay immediately.
- 14.04 An employee who is temporarily transferred or assigned to work in an occupational classification carrying a lower rate of pay than the occupational classification from which he was transferred or assigned shall be paid in accordance with the following provisions:
 - a) If there is no work reasonably available for him in the occupational classification from which he was

transferred or assigned he shall be paid the rate of the occupational classification to which he is transferred or assigned.

- b) If there is work reasonably available for him in the occupational classification from which he was transferred or assigned he shall continue to be paid at the rate applicable to the occupational classification from which he was transferred or assigned. Provided that an employee will not be paid for work performed during a shift or day at a rate less than that applicable to the occupational category in which he commences work on such shift or day.

- 14.05 a) **Technological Change** - For the purpose of this Section, 'technological change' means the introduction of an innovation in equipment, material or process used by the Company in its Departments and Plants in the Sudbury District as described in Schedules 'D' and 'P' of this Agreement or at the Port Colborne Plant which directly results in a change in the manner in which the Company carries out its work. If the Company decides to effect a technological change that will affect the security of employment of a significant number of employees, it will give the Union and Local Union written notice of the change at least sixty (60) days prior to technological change coming into effect.
- b) A joint Technological Change Committee will be established consisting of six (6) members, three (3) to be appointed by the Local Union and three (3) to be appointed by the Company. The Committee will meet at least once every three (3) months and at more frequent times if agreed upon for the purpose of discussing matters in connection with technological change. The Company shall pay employee members of the Committee at their applicable hourly rate plus any

applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater for any time lost during their regular working hours while attending Committee meetings.

- c) The following provisions shall apply to any employee who has acquired seniority rights under the provisions of this Agreement, and who is either transferred from his Department as a result of technological change, or who remains in his Department and is directly affected by such change by reasons of the fact that his occupational classification is discontinued, or he is placed in a different occupational classification. As of the date of his occupational classification being altered, the employee's rate of pay shall not be reduced for a period of three (3) years below the rate of occupational classification which he previously held and shall not subsequently be reduced by more than one (1) step in rate in each succeeding year up to a maximum of eight (8) years from the date of his occupational classification being altered. It is a condition of this Section that any such employee:
 - i) Must accept any training in any occupational classification, which is offered to him by the Company otherwise;
 - ii) Will be deemed to be an applicant for any job vacancy which is posted in his Department for a job the rate for which is higher than the rate of his actual occupational classification at the time of posting and that if he is named as the successful applicant for any such job he cannot refuse to accept the promotion otherwise;

iii) If he applies under the provision of Section 11.21 of this Agreement for transfer from the Department in which he is located subsequent to the technological change and he is transferred as a result of his application, he will cease to be entitled to the benefits of this Section 14.05.

d) If an employee who has one (1) year or more of seniority is laid off for a period exceeding one (1) year as a direct result of a technological change, he shall be paid in weekly amounts a sum equal to forty (40) times the applicable hourly rate of his occupational classification at the time of lay-off multiplied by his years of Continuous Service, to a maximum of twenty-six (26), as of the date of such lay-off. An employee shall not be entitled to continue to receive weekly payments if he returns to work.

14.06 **Jury Duty and Crown Witness**

Should an employee be required to report on their regular work day for jury duty or as a witness due to being subpoenaed as a crown witness in any court of law and produces a satisfactory statement that he/she did so report, the employee will be paid the difference between eight (8) hours' pay at his applicable hourly rate plus any applicable shift premium and any applicable Cost of Living Allowance and Earnings Based Compensation or Nickel Price Bonus, whichever is greater, and the jury duty pay or witness pay and/or conduct money received by him that day.

14.07 **Bereavement Leave**

A maximum bereavement leave of absence of three (3) consecutive days, not to extend beyond the day following the funeral will be granted to an employee (who has acquired seniority rights) upon a death in the

employee's immediate family. Where any such day occurs on a regularly scheduled working day for the employee, the employee shall be paid on the basis of the standard number of hours which otherwise would have been worked at the employee's applicable hourly rate of pay plus any applicable shift premium and any applicable Cost of Living Allowance and Earnings Based Compensation or Nickel Price Bonus whichever is greater. To qualify for bereavement leave, the employee shall notify his or her immediate supervisor as soon as possible following the bereavement. 'Immediate family' shall mean mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's brother, spouse's sister, employee's brother's spouse, employee's sister's spouse, grandparent, *spouse's grandparent* or grandchild. This maximum bereavement leave of absence will be increased to five (5) consecutive days, including the day of the funeral, in the case of the death of the spouse, son, daughter, mother, father, sister or brother of the employee.

If the death in the immediate family occurs and the bereavement leave begins while the employee is on a regular or special vacation, the employee will be allowed to extend his vacation in an amount equal to the number of bereavement days during such vacation.

ARTICLE 15 - VACATIONS

15.01 During the vacation year commencing January 1st, 2006, each employee whose first (1st) or any subsequent anniversary of employment falls within the said vacation year shall receive two (2) weeks' vacation with pay which shall not commence until after such anniversary. Each employee whose third (3rd) or any subsequent anniversary of employment falls within the said vacation year shall receive an additional one (1) week's vacation with pay, which shall not commence until after such anniversary. Each employee whose fifteenth (15th) or any subsequent

anniversary of employment falls within the said vacation year shall receive an additional one (1) week's vacation with pay, which shall not commence until after such anniversary. Each employee whose twenty-fifth (25th) or any subsequent anniversary of employment falls within the said vacation year shall receive an additional one (1) week's vacation with pay which shall not commence until after such anniversary, and each employee whose thirtieth (30th) or any subsequent anniversary of employment falls within the said vacation year shall receive an additional one (1) week's vacation with pay which shall not commence until after such anniversary.

15.02 During the vacation years commencing January 1st, 2004, January 1st, 2005, and January 1st, 2006, the provisions of Section 15.01 shall be equally applicable in respect of an employee's vacation during each of such vacation years except that the period within which an employee's anniversary of employment falls shall be the vacation years commencing January 1st, 2004, January 1st, 2005, and January 1st, 2006, as the case may be instead of January 1st, 2006.

15.03 A week of vacation means seven (7) consecutive days including Saturdays, Sundays and holidays (normally eight (8) a.m. Monday to eight (8) a.m. the following Monday). Where an employee is entitled to two (2) weeks' vacation such weeks shall be consecutive. An employee entitled to three (3) or more weeks may split his vacation into not more than two (2) parts, each of which must consist of a period of one (1) or more complete weeks and only one (1) of such parts shall commence between May 30th and the following September 1st. In the event that the Company schedules an employee to work during a vacation shutdown, regular vacation scheduled by such employee immediately preceding and following this vacation shutdown period will be considered as one (1) continuous

period of vacation. Notwithstanding the foregoing in the event of a vacation shutdown employees will be expected to take their vacation during the period of shutdown, subject to the requirements of operations.

- 15.04 An employee will be granted and shall take his vacation for each vacation year within twelve (12) months of the anniversary of his employment at such times as the Company finds most suitable, considering in each Department the employee's seniority, his wishes and the efficient operation of the Plant. The Company may change vacation dates when it considers it necessary for efficient operations. A vacation list will be posted in each Department as soon as practicable after vacations for the employees of the Department have been scheduled, the list to show the name, number and seniority of each employee and date of his scheduled vacation.
- 15.05 An employee will be paid, for each week of vacation to which he is entitled in a vacation year, an amount equal to 2% of his earnings from the Company in the twelve (12) months immediately preceding his anniversary of employment falling within that vacation year. An employee will receive an additional \$300 of vacation pay for each week of vacation entitlement under this Article.
- 15.06 In cases where an employee's employment with the Company has been interrupted the Company may grant to such employee, in whole or in part, the vacation pay to which such employee would have been entitled had no such interruption occurred.
- 15.07 Wherever in this Article the expression 'date of employment' is used it shall mean the date of last hiring and the expression 'anniversary of employment' shall have a comparable meaning; provided that in the case of each employee whose date of employment is more than one (1)

year prior to the second January 2nd which occurs during his employment, the second anniversary of his employment and all subsequent anniversaries thereof shall for the purposes of this Article be deemed to be January 2nd in each year.

- 15.08 On cessation of employment, and in lieu of vacation with pay, the Company will pay to an employee an amount equal to the sum of:
- The vacation pay for any vacation to which he is entitled at the time of cessation but which he has not received, and
 - A percent of his earnings from the Company in the period since the date of his employment or of the last preceding anniversary of his employment, whichever shall be later, up to the date of such cessation in accordance with the following:
 - Before 3rd anniversary of employment 4%
 - After 3rd and before 15th anniversary of employment 6%
 - After 15th and before 25th anniversary of employment 8%
 - After 25th and before 30th anniversary of employment 10%
 - After 30th anniversary of employment 12%

ARTICLE 16 - SPECIAL VACATIONS

- 16.01 The Company will during the currency of this Agreement provide Special Vacations with pay in accordance with the following provisions:
- Each employee who completes his first five (5) years on the anniversary date of his employment shall become entitled to five (5) weeks of Special Vacation with pay in addition to vacation entitlements under the provisions of Article 15 of this Agreement.

- b) Each employee upon completion of each additional five (5) years on the anniversary date of his employment since last becoming entitled to a Special Vacation with pay shall thereupon similarly become entitled to five (5) weeks of Special Vacation with pay.
- c) The expression 'anniversary date of his employment' in this Article shall be determined on the same basis as set out in Section 15.07.
- d) An employee can have access to his next Special Vacation entitlement to the extent of one (1) week of Special Vacation for each completed year of employment during the five (5) year period either before becoming entitled to or between entitlements to Special Vacation, to a maximum of four (4) weeks of Special Vacation. The employee cannot have any outstanding Special Vacation at the time he accesses Special Vacation under this Section. Any Special Vacation taken under this Section will be deducted from the employee's next Special Vacation entitlement.
- e) The pay for each week of Special Vacation, which is taken, shall be equal to two per cent (2%) of the employee's earnings from the Company in the calendar year immediately preceding the year in which such week of Special Vacation is taken.
- f) Should an employee after becoming entitled to Special Vacation with pay fail to take it within five (5) years of the date of entitlement for any reason including death or retirement, the Company will pay the employee or his estate in lieu of the vacation time. The amount of payment will be calculated as though the employee had taken the vacation immediately prior to the fifth (5th) anniversary of his entitlement or to the date of his termination of employment or his death as the case may be.

- g) In determining the length of a Special Vacation a week shall mean seven (7) consecutive days including Saturdays, Sundays and holidays falling within the period.
- h) The allocation of Vacations with Pay under the provisions of Article 15 shall have priority over the allocation of Special Vacations granted under this Article.
- i) In order to minimize interference with the normal operations of the Company, Special Vacations will be granted only at such times and in such amounts as the Company, in its discretion, may determine but subject thereto due consideration will be given to the wishes of the individual employee. It is anticipated that, in most cases, an employee's Special Vacation will be taken within the five (5) year period following the date on which he becomes entitled to it and it is hoped early in that period.
- j) In the case of any employee who retires or otherwise ceases to be employed by the Company or dies, he or his estate shall be entitled, in addition to the payment provided for in subparagraph (e) of this Article, to an amount equal to two per cent (2%) of his earnings in the calendar year preceding his retirement, cessation of employment or death for each full year from the date of his last entitlement to a Special Vacation.
- k) An employee who is entitled to Special Vacation with pay may take in any calendar year up to forty (40) hours of that Special Vacation in individual days. Each day taken will be equal in length to the number of hours the employee would have worked in his regular shift on that day and pay for that day will be equal to the pay he

is entitled to under subsection (e) above divided by the number of hours in his regular shift on that day. If at the end of the calendar year the total number of hours taken is less than forty (40), the employee will be paid the difference between the amount of Special Vacation pay received under this subsection and a week of Special Vacation under subsection (d) ***unless the employee elects to carry this remaining time into the next calendar year in accordance with Subsection (l).*** An employee working on a twelve (12) hour shift schedule, will have the option to schedule up to forty (40) hours of Special Vacation, made up of three (3) twelve (12) hour shifts and one (1) four (4) hour period of such Special Vacation.

ARTICLE 17 - HEALTH, SAFETY ENVIRONMENT

- 17.01 The Company, Union and Local Union acknowledge their common concern for maintaining a healthy and safe working environment. In order to affect a thoroughly understood and accepted health, safety and environment program for employees at work it is agreed that joint and co-operative methods shall be encouraged.

To this end, joint Health, Safety and Environment Committees will be established for the Port Colborne Plant as set out in Schedule 'H' attached to this Agreement. In addition, the Union, the Executive of the Local Union and, at the request of the Executive of the Local Union, the General Health, Safety and Environment Committee of the Local Union shall have the right at any time to discuss matters dealing with health, safety and environment conditions affecting employees while at work.

- 17.02 The Company shall continue to make provisions for the health and safety of its employees and shall continue its

existing safety devices and practices for the purpose of protecting employees from injury, accident and unhealthy conditions subject to such improvements or changes as may be introduced by the Company from time to time. In making any changes affecting employees of an Operation with respect to either the Health and Safety Program, the Workplace Environment Program or a Personnel Protective Program, such changes will be discussed prior to their introduction at a meeting of the appropriate Operation Health, Safety and Environment Committee in order to give the Committee an opportunity to review the changes and make suggestions regarding possible alternative arrangements or programs.

The Union and the Local Union agree to co-operate with the Company in developing and maintaining a strong sense of safety awareness among employees. In this connection, it is recognized that every employee has the right to report unsafe conditions and practices to his immediate supervisor.

The Company undertakes to provide each Operation Health, Safety and Environment Committee once a month with a daily and monthly summary of injuries for review and discussion by the Committee. The Company will also provide the Local Union on request with such summaries and with a list of employees who have applied for Workers' Compensation benefits.

- 17.03 The General Health, Safety and Environment Committee appointed by the Local Union and consisting of not more than five (5) employees, one (1) of whom is the General Chairman, is hereby recognized. If such Committee meets with the Company pursuant to the provisions of Section 17.01, the Company shall be represented by a Management

Representative and such other personnel as he may consider necessary. Any such meeting shall be held within fourteen (14) days of the Company receiving from the Union, the Executive of the Local Union, and, if applicable, the Committee, an agenda describing the subjects to be discussed thereat. The Company shall supply the minutes to the members of the Committee.

The Company will, notwithstanding anything to the contrary contained in this Article, grant the Chairman of the General Health, Safety and Environment Committee or his designate up to a maximum of two (2) days leave of absence with pay in each month at his applicable hourly rate, plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater, for the purpose of dealing with union business pertaining to the internal administration and organization of Plant, Safety, Health and Environment Committee meetings under the provisions of this Article.

The Company shall endeavour to release the Committee members to attend all scheduled Committee meetings. The Company shall pay members of the Committee at their applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater for any time lost during their regular working hours while attending Committee meetings.

- 17.04 The Operation Health, Safety and Environment Committee established for each Operation shall consist of up to ten (10) members, up to five (5) to be appointed by the Local Union from employees in the Operation, at least one (1) of whom shall be from either the Mechanical or Electrical

Departments and up to five (5) to be appointed by the Company from management representatives familiar with the Operation, one (1) of whom shall be the Supervisor of the Operation, or his designate. In addition, the Local Union may appoint up to five (5) alternate members, any of who may replace a regular member of the Committee. The Local Union and the Company may designate a member of the Committee as Co-Chairman.

The Committee shall meet at least but not more than twice each month for the purposes of reviewing the on-going Safety, Health and Environment program at the Operation, exchanging and discussing safety and health information and considering specific safety and health problems at work locations within the Operation. The Committee may make recommendations concerning matters discussed to the Plant Safety, Health and Environment Committee. The Co-Chairman shall meet at least five (5) days prior to each scheduled meeting in order to discuss the matters to be dealt with by the Committee, the members of the Plant Safety, Health and Environment Committee and the Local Union.

Each Co-Chairman of the Committee shall designate one (1) Committee member for the purpose of forming an inspection team. This inspection team shall conduct a monthly inspection of up to eight (8) hours within the Operation and report its findings at the next Committee meeting. The Company shall pay employee members of the Operation Health, Safety and Environment Committee at their applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater, for any time lost during their regular working hours while attending Committee meetings

or making inspections as part of the Committee's inspection team and preparing for or attending any Committee function, as approved by the Co-Chairmen.

- 17.05 The Plant Safety, Health, and Environment Committee shall consist of the Co-Chairmen of the Operation Health, Safety and Environment Committees within the Plant, the President of the Local Union, the Plant Manager or his designate and two (2) special members, knowledgeable in safety matters, one (1) to be the General Chairman of the Local Union's General Safety, Health and Environment Committee and one (1) to be appointed by the Company. The Local Union and the Company shall each designate a member, other than a special member, of the Committee as a joint Chairman. If a Co-Chairman of an Operation Health, Safety and Environment Committee is unable to attend, the party appointing him may substitute another member of that Committee as a replacement for such Co-Chairman at the meeting.

The Committee shall meet quarterly each year for the purpose of reviewing and discussing the performance of and changes in the Safety, Health and Environment Program and in personal protective programs both in the Plant and in the Company's Operations in the Sudbury District. In addition, the Committee will consider recommendations, received from its Operation Health, Safety and Environment Committees. The Plant Safety, Health and Environment Committee may hold extra meetings during the year if agreed to between the Joint Chairmen.

At least fourteen (14) days prior to any scheduled meeting. Such agenda may include safety, health and environment matters relating to the Plant which are of concern to the

Local Union's General Health, Safety and Environment Committee.

The Company shall supply minutes of each such meeting to the members of the Committee, the members of each Operation Health, Safety and Environment Committee and the Local Union.

The Company shall pay employee members of the Committee at their applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater, for any time lost during their regular working hours while attending Committee meetings.

- 17.06 The Company will, upon request, arrange a change of shift for a regular member, or an alternate, of an Operation Health, Safety and Environment Committee or Plant Safety, Health and Environment Committee in order to enable such regular member, or alternate, to attend a scheduled meeting of that Committee.

- 17.07 Where an employee, after he has commenced work in any day or shift, suffers either an industrial accident or a recurrence of the effects of a previous industrial accident, if, in the opinion of a duly qualified medical practitioner, such accident or recurrence prevents him from continuing at work he shall be paid at his applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater for the balance of the time he would have worked in such day or shift had such accident or recurrence not occurred.

- 17.08 In any case where subsequent to his last date of

hiring the Company requires that an employee undergo a medical examination or obtain a medical certificate as a condition of his employment with respect to a job, the Company will, if any such examination takes place outside the employee's regular working hours, pay such employee at his applicable hourly rate for any time spent on such examination ***and, if applicable, mileage in accordance with current company policy.***

- 17.09 An employee member of the appropriate Operation Health, Safety and Environment Committee and the Worker Safety Representative shall be notified of the following events as soon as possible in order that he may be accompanied to the site of this incident/accident: a fatality, an employee death at work, a critical injury, an accident that has resulted in the injured employee being admitted to hospital, or other serious condition or incident.
- 17.10 If an employee suffers a fatal accident while at work, or if the Company calls the police as a result of an employee having had a serious accident while at work, the Company shall notify the President of the Local Union in order that he may designate two (2) employee members of the Local Union Inquest Committee who shall, as soon as possible, be accompanied on an inspection of the accident site and, at the same time, provided with all available information concerning the incident/accident. Each such employee shall be given a leave of absence of up to two (2) consecutive days, for the purpose of making such inspection and investigating the incident. ***Additional leave may be approved by the Manager, Port Colborne Refinery or his designate.*** If the investigation time occurs on a regularly scheduled working day for the employee, ***the employee*** shall be paid for that day on the basis of the standard number of hours which ***the employee*** otherwise would have worked at ***the employee's*** applicable hourly rate of pay, plus any applicable shift premium, any

applicable Cost of Living Allowance, and any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater.

If a Coroner's inquest is held with respect to such fatality an employee who is subpoenaed by the Coroner to testify at the inquest will be given a leave of absence of one day for each day ***the employee*** is required to attend at the inquest. Where any such day occurs on a regularly scheduled working day for the employee, ***the employee*** shall be paid on the basis of the standard number of hours which ***the employee*** otherwise would have worked at ***the employee's*** applicable hourly rate of pay plus any applicable shift premium, any applicable Cost of Living Allowance, and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater. If the Coroner's inquest results in recommendations being issued, the Company will meet within a reasonable time following their issuance with the two (2) designated employees who investigated the fatality for the purpose of discussing such recommendations. Where such meeting occurs on a regularly scheduled working day for the employee, ***the employee*** shall be paid on the same basis as employees subpoenaed by the Coroner to testify at the inquest.

- 17.11 If an Inspector or Engineer of the Mining Health and Safety Branch of the Ministry of Labour is making an inspection in a work location, the Local Union may designate a member of the appropriate Operation Health, Safety and Environment Committee for the purpose of accompanying the Inspector or Engineer on his inspection. Such member shall be paid for the time spent while on the inspection on the basis of his applicable hourly rate plus any applicable shift premium and any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater.

17.12 The Company and the Union agree to establish a worker safety representative having the duties and responsibilities set out in Schedule 'N' of this Agreement. The worker safety representative will be appointed as the Certified Member for each Operation Health, Safety and Environment Committee at the Port Colborne Plant, as set out in Schedule 'H'. The worker safety representative will, notwithstanding Article 11 of the Collective Bargaining Agreement, be appointed, removed and replaced by the Local Union from among the employees in the Plant. Upon completion of his appointment he will return to his regular job, which will have been posted as a limited job for the period of his absence.

The worker safety representative will receive such training as is required for the purpose of certification under the Occupational Health and Safety Act and training and on-the-job experience in relation to internal responsibility, the Company Loss Control Program, the Standard St. John Ambulance certificate, the Health, Safety and Environment Committees, the Occupational Health and Safety Act, the Occupational Exposure Monitoring Program and such other training as may be agreed upon.

The worker safety representative will, notwithstanding Article 26 of the Collective Bargaining agreement, be paid at the Electrician hourly rate or at the rate of his regular occupational classification, whichever is greater, plus any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater, and will be supervised by the Local Union and the manager, or his designated supervisor, responsible for the location in which he works.

If during normal operations the worker safety representative is unable to act and the Company and the Local Union have reasonable notice that he will be absent

for at least **three (3)** consecutive working days, he will be replaced by another worker safety representative on the first day of absence. Failing such notice, replacement will occur after the worker safety representative has been absent for **three (3)** consecutive working days.

17.13 The parties recognize April 28th as the annual day of remembrance for workers who died on the job. The Company agrees to lower to half-mast all flags flown at the workplace on that day. Allowance will be made for those working on that day to have a minute of silence in memory of those who died on the job.

ARTICLE 18 ~ BULLETIN BOARDS

18.01 No bills, bulletins, newspapers, handbills or other documents shall be posted or distributed in or about the premises of the Company by the Union, Local Union or by an employee except as hereinafter provided.

18.02 The Local Union may provide dispensing boxes for the Local Union publication and the Union publication 'Steel Labor' located at such places agreed to with the Plant or Department Superintendent.

The Company at the request of the Local Union shall post on the bulletin boards hereinafter provided for notices of:

- a) The time, place and type of meetings of the Local Union, and of Union conventions, including if desired the names of speakers at such meetings and conventions;
- b) The names of candidates for nomination or election as regular officers of the Union, the Local Union or as delegates to Union conventions, and the

names of the offices for which they are candidates and other matters relevant to proceedings at Union or Local Union elections and conventions including the results of such nominations or elections and the names of the officers and delegates;

- c) The names of General Grievance Committeemen, Grievance Stewards, Plant Committeeman, and other Committeemen provided for under this Agreement;
- d) Recreational and social events sponsored by the Local Union.

18.03 The Company on receipt of the necessary information from the Local Union shall from time to time post on the bulletin board space for each Plant the names of the Grievance Stewards designated by the Local Union to handle matters under the Grievance Procedure in such Plant, and shall also post on the same bulletin board space lists indicating the supervisory personnel designated by the Company to handle matters under the Grievance Procedure in such Plant at each of the first two stages of the grievance procedure.

18.04 For the purpose of the above described notices, the Company will provide general bulletin boards or bulletin board space conveniently located for the purpose of bringing such notices to the attention of employees in each Department.

ARTICLE 19 - MISCELLANEOUS

19.01 Nothing in this Agreement contained shall be construed to bind the Company to comply with any of the provisions of this Agreement when such provisions may be impractical having regard to any law which shall be binding upon the Company.

ARTICLE 20 - TRADES AND STATIONARY ENGINEERS

A. Trades

20.01 The trades in the Company's operations at the Port Colborne Plant are at the date of this Agreement:

Auto Mechanic	Instrument Man
Construction Tradesman	Machinist
Electrician	Welder Fitter
Industrial Tradesman	

And in the said trades there are, or may be, Leaders, Tradesmen, Intermediate Tradesmen and Tradesmen Helpers.

20.02 It is the Company's intention to provide opportunity for intermediate tradesmen to improve their qualifications in order that they may have the opportunity to advance in their respective trades. It is also the Company's intention to provide additional opportunity for helpers in each trade for which the Company has not established an apprenticeship program to attain the necessary qualifications to become tradesmen.

20.03 Therefore the Company will provide for helpers in non-apprenticed trades and intermediate tradesmen up to the number which are required to be trained in any trade at any time training programs consisting of 'on the job' training combined with appropriate study courses.

20.04 Any intermediate tradesman or any helper in a non-apprenticed trade who desires to participate in such a training program may make application to register as a trainee with the Company's Training Supervisor. Such applicants as may be selected will be informed as to the

appropriate study course or courses that they must take, the nature of any such course or courses being dependent upon any prior training which may have been taken by the successful applicant. In selecting applicants the Company will give preference to their lengths of continuous service provided they have sufficient aptitude, knowledge or education to take the training.

20.05 The Company will upon the successful completion of any such approved study course by an employee reimburse such employee for the cost of such course for all courses in his training program, provided that at the time of completion of the course, the employee shall be in the employ of the Company, unless he shall at such time have been laid off by the Company for lack of work.

20.06 **8. Apprentices**

Apprentices now or hereafter in the Company's employ will be trained and upgraded in the manner heretofore customary in the Company's service but as may be modified by the provisions of this Article. They will be given an opportunity for training in as many branches of their trade as the Company's facilities will reasonably permit. At no time will the ratio of apprentices to tradesmen in any trade exceed the ratio of one (1) to three (3). It is understood that age alone will not prevent entrance into the apprenticeship training program.

20.07 No apprentice, during his apprenticeship, may apply in writing under the job posting provisions of this Agreement to fill any job vacancy notwithstanding the provisions of Article 11 hereof.

20.08 Apprentices will be required to take and successfully complete such study courses during their apprenticeship as are appropriate to assist them to qualify in their

respective trades, and the Company agrees that upon the successful completion of each such course it will reimburse the apprentice for the cost of such course provided:

- 1) That the taking of each course by an apprentice shall, prior to the commencement of such course and during the currency of this Agreement, have been approved in writing by the Supervisor of Apprentices; and
- 2) That such apprentice shall be in the employ of the Company at the time of successful completion of such courses unless he shall at such time have been laid off by the Company for lack of work.

20.09 The trades in which apprenticeship training may be provided are as follows:

- | | |
|---------------------------|------------------|
| 1. Auto Mechanic | 5. Instrumentman |
| 2. Construction Tradesmen | 6. Machinist |
| 3. Electrician | 7. Welder Fitter |
| 4. Industrial Tradesmen | |

and such other trades as may be designated from time to time by the Company. In the case of any additional trade being so designated, the Company shall inform the Local Union.

20.10 The length of apprenticeship shall be up to four (4) years depending upon the particular trade and as may be determined by the Company. The Company may reduce the regular period of apprenticeship training where it is satisfied that an apprentice has received equivalent training or experience in his trade outside the Company's apprenticeship program.

Upon the successful completion of the period of apprenticeship training an apprentice will, subject to the requirements of operations, be employed as a tradesman in

the trade for which ***the employee*** has apprenticed and for this purpose the job posting provisions of this Agreement shall be applied in the following manner. Within one month of the commencement of the final period of his apprenticeship training, the Company will post a tradesman job in the trade in which the apprentice will graduate with the name of the apprentice on the posting. Any applicant for the job must be qualified as a tradesman in such job and employed as a tradesman in the trade line for such job and cannot be employed in the plant under Schedule 'C' for which the vacancy is posted and assigned to the same shift, including daytime work, as the posted job. ***Notwithstanding the provisions of article 20.07, the apprentice who will graduate, may apply to the vacancy posted for the purpose of this Section, 20.10.*** The graduating apprentice will be assigned to the job vacated by the successful applicant if they are both in the same classification.

If not in the same classification, the vacated job will be posted and the graduate apprentice will be assigned to the new vacated job if he and the successful applicant for the first vacated job are in the same classification. This process will continue until the graduate apprentice can be assigned to a vacated job.

- 20.11 If the Company establishes an apprenticeship program for trades not currently apprenticed the employees in the helper classification of the trade concerned will, if they make application for apprenticeship training in such trade, at the time of establishment of the program and up to the number which are required to be trained in such trade, be given preference in the order of their departmental seniority ranking to enter such apprenticeship program provided they possess sufficient knowledge, ability and skill to justify their being accepted for training. In the event of a force reduction apprentices will be subject to the provisions of

Section 11.02 to the same extent as other employees.

- 20.12 An employee who is transferred to an apprenticeship shall receive the rate of the occupational classification from which he was transferred, up to a maximum of Job Class 13, or the rate payable under Schedule 'F', whichever is greater.

C. Stationary Engineers

- 20.13 It is the Company's intention to provide opportunity for employees in the classifications of Stationary Engineer, and others who are required by law to have Government certificates, to improve their qualifications in order that they may have the opportunity to advance in their respective classifications.

- 20.14 Therefore the Company will provide training programs consisting of 'on the job' training combined with appropriate study courses for up to the number of such employees which it requires to be trained at any time.

- 20.15 Any employee in the classifications referred to in Section 20.13 hereof whom desires to participate in such a training program may make application to register as a trainee with the Company's Training Supervisor. Such applicants as may be selected will be informed as to the appropriate study course or courses that they must take, the nature of any such course or courses being dependent upon any prior training which may have been taken by the successful applicant. In selecting applicants the Company will give preference to their lengths of continuous service provided they have sufficient aptitude, knowledge or education to take the training.

- 20.16 The Company will upon the successful completion of any Company approved study course by an employee

reimburse such employee for the cost of such course provided that at the time of completion of the course the employee shall be in the employ of the Company, unless he shall at such time have been laid off by the Company for lack of work.

D. Incentive for Study Courses

- 20.17 It is the Company's intention to further assist those employees referred to in this Article in the completion of any study courses (including any course the satisfactory completion of which would be required to qualify an employee for a Government certificate) approved under the provisions of this Article, and with this in view the Company will pay to each employee who successfully completes such a study course an amount equal to the employee's applicable hourly rate for one-half ($\frac{1}{2}$) of the standard hours specified for the completion of such study course. The determination of the standard hours specified for the completion of such study course shall be made by the Company and shall be final following consultation by the Company with the school or other agency supplying such course.

ARTICLE 21 - GENERAL TRAINING

- 21.01 A joint training committee will be established consisting of four (4) members, two (2) to be appointed by the Local Union from among the employees of the Company, one (1) of whom shall be from the Mechanical and Electrical Departments, and two (2) to be appointed by the Company from among Management Representatives. The Local Union and the Company shall each designate a member of the committee as Co-Chairman. The committee shall meet at least once, but not more than twice each month for the purposes of exchanging and discussing information pertaining to training, discussing the occupational

classifications for which the Company has created trainee jobs, reviewing Company training programs, and considering specific problems arising out of these programs. The committee may make recommendations to the Company concerning matters discussed. The Co-Chairmen shall meet at least five (5) days prior to each scheduled meeting in order to discuss the matters to be dealt with by the committee at that meeting. The Company will supply minutes of each such meeting to the members of the committee. A committee member who is unable to attend a meeting owing to sickness, vacation or leave of absence may be replaced for that meeting by an alternate from the Section or Department of the regular member. The Company shall pay employee members of the committee at their applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus whichever is greater for any time lost during their regular working hours while attending meetings of the committee.

- 21.02 The Company desires to provide an opportunity for employees to qualify for certain occupational classifications by providing training during working hours. The jobs in which employees may be employed for these purposes are hereinafter called 'trainee jobs'.
- 21.03 Whenever the Company decides that additional employees are required to be trained in such occupational classifications it shall post vacancies for trainee jobs as limited jobs as hereinbefore in this Agreement defined. If the successful applicant for a posted trainee job is from outside the working group where temporary relief will be required, the Company may assign an additional employee from within such working group to such trainee job without posting such job. In making such assignment, the Company will, to the extent permitted by the requirements

of operations, give preference according to the seniority ranking of the employees in such working group who, in its judgement, possess sufficient knowledge, ability and skill to justify acceptance for training.

No employee shall be eligible to apply for a trainee job:

- a) Who in the judgement of the Company is qualified in such occupational classification;
- b) Who has been successfully trained as a result of a previous training posting within the previous six (6) month period unless waived by the Company;
- c) Who within the six (6) month period prior to his application has failed to qualify in the same trainee job for which he is currently applying;
- d) Who does not possess sufficient knowledge, ability and skill to justify his being accepted for training;
- e) Who within the six (6) month period prior to his application has voluntarily withdrawn from a trainee job before its completion, unless waived by the Company.

The employees required to fill the vacancies for trainee jobs will be determined in accordance with their respective seniority ranking.

- 21.04 A successful applicant for a trainee job shall be paid during the training period at the rate of his regular occupational classification.
- 21.05 Any training required by the Company may be performed by employees or such other persons as are designated by it from time to time.
- 21.06 Any employee who desires to take a home study course shall prior to commencing such course obtain written

approval from the Company's Training Supervisor who shall advise the applicant whether or not the proposed course is a work related course and is acceptable to the Company for that individual under the provisions of this Article.

- 21.07 The Company will upon the successful completion of a work related study course, accepted under the provision of Section 21.06, by an employee reimburse such employee for the cost of such course provided that at the time of completion of the course the employee shall be in the employ of the Company, unless he shall at such time have been laid off by the Company for lack of work.

ARTICLE 22 - PENSIONS

- 22.01 Employees covered by this Agreement will continue to receive the benefits of the Pension Plan for Hourly Paid Employees of the Company (Ontario Division), Schedule 'G' hereto.
- 22.02 Should any difference arise between the Company and any of the employees or between the Company and the Union covering the interpretation, application, administration or alleged violation of the provisions of the Pension Plan, such difference shall be settled in accordance with the Grievance Procedure or arbitration provisions of this Agreement.
- 22.03 The designated beneficiary of a pensioner who retired before June 1, 1997, will, upon the death of the pensioner, be entitled to a benefit of five hundred dollars (\$500.00). This benefit will be five thousand and five hundred dollars (\$5500.00) in the case of the death of a pensioner who retired after June 1, 1997.

ARTICLE 23 - INSURANCES, HEALTH AND HOSPITAL SERVICES

- 23.01 The employees covered by this Agreement shall receive the benefits of a Group Term Life Insurance Plan, a Group Non-Occupational Accidental Death and Dismemberment Insurance Plan, a Group Non-Occupational Sickness and Accident Insurance Plan as reflected in Sections 23.04 and 23.07, a Group Plan for Prescription Drugs (providing coverage equivalent to the Group Health plan for prescription drugs - Formulary 2 - 35 cents deductible), a Group Plan for Semi-Private Hospitalization (providing coverage equivalent to the Group Health Supplementary (semi-private) Plan), a Group Dental Plan (providing coverage equivalent to the Group Health Dental Plan - Preventative Basic Dental Care - plus coverage for endodontics and periodontics and for orthodontics with 50% of fees to a maximum of \$1500) and a Group Optical Insurance Plan which will provide up to two hundred and fifty dollars (\$250) coverage in each three (3) year period for each employee, the spouse of the employee and all unmarried, unemployed children up to the age of 21 or up to 23 if an unmarried full-time student. All Plans are subject to and in accordance with the terms and conditions as set out in this Article and in the Plans, all of which, except the Group Non-Occupational Sickness and Accident Insurance Plan, form part of this Agreement.
- 23.02 The Company will provide the *Manulife* Dental Plan #7 through a Group Dental Insurance Plan, preventative basic dental care plus coverage for endodontics, periodontics and for dental coverage of orthodontics (50% of fees, maximum \$1,500) with the **2005** Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners. Effective **January 1, 2007**, the applicable fee schedule will be the **2006** Ontario Dental Association Schedule of Fees, for Dental Services provided by General Practitioners and effective **January 1, 2008**, the applicable fee schedule will be the 2007 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners. **Effective January 1, 2009, through to May 31, 2009, the applicable fee schedule will be the 2008 Ontario Dental Association Schedule of Fees, for Dental Services provided by General Practitioners.** Upon completion of any necessary enrolment forms, employees will be covered by the Dental Plan on the first day of the month following the month in which the employee has acquired seniority.
- 23.03 During the term of this Agreement the Company agrees to pay the premiums payable in respect of all employees under the above plans.
- 23.04 The Group Non-Occupational Sickness and Accident Insurance Plan will provide for a weekly benefit of **\$625** effective **June 1, 2006**.
- 23.05 The Group Term Life Insurance Plan for persons in the active employment of the Company will be **\$45,000** with a maximum coverage of \$5,000 for employees who retire on a disability pension with 3 or more years of continuous service as provided in the Plan. The Group Non-Occupational Accidental Death and Dismemberment Insurance Plan for persons in the active employment of the Company will be **\$30,000**.
- 23.06 Under the Group Optical Plan, effective the first day of the month following the month in which the Collective Bargaining Agreement commences, the Company will pay the premiums for a two hundred and fifty dollars (\$250.00) coverage in each three (3) year period for each employee, the spouse of the employee and all unmarried, unemployed children up to the age of 21 or up to 23 if an unmarried full time student.

- 23.07 The long term disability protection plan for all employees who have completed one year of service will provide that employees who are disabled within the meaning of the Pension Plan for Hourly Paid Employees will be placed directly on disability pension under the Pension Plan upon completion of a maximum of 104 weeks of Group Non-Occupational Sickness and Accident coverage for any one continuous period of disability.
- 23.08 In consideration of improved employee benefits paid for by the Company, the Union for the employees releases the Company from any obligation it might hereafter have to pay to employees any Employment Insurance rebate available because of the existence of a wage loss replacement plan. (Group Non-Occupational Accident and Sickness Insurance Plan).
- 23.09 Effective July 1, 2003, the Company will pay the premiums for an emergency out-of-country insurance plan for employees in the active employment of the Company. This plan covers the fees of a physician or surgeon for emergency treatment, but not hospital charges, while travelling outside of Canada to a lifetime maximum of \$5000 per person.

ARTICLE 24 - COST OF LIVING ALLOWANCE

- 24.01 A cost of living allowance will, if applicable, be paid to each employee as set out below. This allowance will be based on the Consumer Price Index (all items - base: 1961 = 100) published by Statistics Canada (hereinafter referred to as the "CPI") and will be calculated as follows:
- a) The CPI published for April, **2006**, shall be compared with the CPI published for July, **2006**, and effective the pay period immediately following the publication of the

July, **2006** CPI, the allowance shall be one (1) cent per hour worked for each zero point three five (0.35) point increase by which the July, **2006** CPI exceeds the April, **2006** CPI.

- b) Such allowance, if any, shall continue until the publication of the CPI for October, **2006**, at which time the October, 2006 CPI shall be compared with the CPI published for July, **2006**, and effective the pay period immediately following the publication of the October, **2006** CPI, the allowance shall be adjusted by one (1) cent per hour worked for each zero point three five (0.35) point increase by which the October, **2006** CPI exceeds the July, **2006** CPI.
- c) A similar comparison and adjustment shall be made thereafter on the basis of the CPI published every three (3) months apart as follows:

FOLLOWING THE THE RELEASE OF THE CPI FOR:	BASED ON THE COMPARISON OF:
--	--

January, 2007	January, 2007 with October, 2006
April, 2007	April, 2007 with January, 2007
July, 2007	July, 2007 with April, 2007
October, 2007	October, 2007 with July, 2007
January, 2008	January, 2008 with October, 2007
April, 2008	April, 2008 with January, 2008
July, 2008	July, 2008 with April, 2008
October, 2008	October, 2008 with July, 2008
January, 2009	January, 2009 with October, 2008
April, 2009	April, 2009 with January, 2009

- d) If there is a decrease in the CPI on the basis of the quarter-to-quarter comparison, the allowance shall be adjusted downward by using the formula mentioned

above but an employee's applicable hourly rate shall not be affected by any downward adjustment.

- e) The amount of the cost of living allowance in effect at any time shall not be part of an employee's applicable hourly rate but will be included for the calculation of vacation pay under the Collective Bargaining Agreement.
- f) No adjustment retroactive or otherwise shall be made due to any revision, which may later be made in any Consumer Price Index published by Statistics Canada.
- g) The continuance of the cost of living allowance shall depend upon the availability of the CPI calculated on its present basis and in its present form. Should this occur, the parties will meet and agree upon an appropriate alternative conversion of the CPI.

ARTICLE 25 - SUPPLEMENTARY UNEMPLOYMENT BENEFITS PLAN (SUB)

- 25.01 The employees covered by this Agreement will receive the benefits of the Supplementary Unemployment Benefits Plan (SUB) for Hourly Paid Employees of the Company, Schedule 'I' hereto.

ARTICLE 26 - CO-OPERATIVE WAGE STUDY

- 26.01 The Co-operative Wage Study Manual (herein referred to as 'the Manual'), dated November 1, 1981, shall be incorporated into this Agreement as Schedule 'J' and its provisions shall thereafter apply as if set forth in full herein.
- 26.02 Each employee's job shall be described and classified and a rate of pay applied to it in accordance with the provisions of the Manual and this Agreement.

26.03 The scale of rates beginning at Job Class 1, and progressing upwards by equal increments shall be known as the Standard Hourly Wage Scale and will be Schedule 'E' to this Agreement.

26.04 Effective June 1, 1983 all employees shall have their rates of pay adjusted as follows:

- a) If the employee is not receiving an out-of-line differential prior to that date, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Schedule 'E'.
- b) If the employee is receiving an out-of-line differential prior to June 1, 1983, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Schedule 'E' and the following shall govern:
 - 1. If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Schedule 'E', the amount by which such employee's new rate is greater than the rate provided in Schedule 'E' shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
 - 2. If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Schedule 'E', the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job as provided in Schedule 'E' and the former out-of-line

differential shall be terminated.

- 26.05 As of June 1, 1983 the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.
- 26.06 The Company and the Local Union shall agree on a list of employees who are to be paid out-of-line differentials. Such list shall contain the following information:
- a) Name of employee to whom such out-of-line differential is to be paid;
 - b) Job title of job on which out-of-line differential is to be paid;
 - c) Job class of such job;
 - d) Wage rate of such job;
 - e) Amount of out-of-line differential and
 - f) Date such out-of-line differential became effective.
- 26.07 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 26.06 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the out-of-line differential was established.
- 26.08 If an employee with an out-of-line differential is required by the Company to either transfer or be assigned to a job having a higher hourly rate, then the differential shall be

reduced by the amount of the increase in the hourly rate.

- 26.09 If, as a result of a force adjustment and/or the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower hourly rate, then the out-of-line differential shall be cancelled.
- 26.10 If such employee referred to in Sections 26.08 and 26.09 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 26.11 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his applicable hourly rate, he shall also receive any out-of-line differential to which he is entitled.
- 26.12 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- 26.13 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.
- 26.14 Except as otherwise provided in the Manual no basis shall exist for an employee to allege that a wage rate inequity exists.
- 26.15 There shall be a committee known as the 'CWS Committee' consisting of three (3) appointed by the Local Union to represent the Union and three (3) individual appointed by the Company to represent the Company. Either party may change its representatives from time to time by written

notification to the other.

- 26.16 Meetings of the CWS Committee will be held as frequently as required at mutually agreeable times.
- 26.17 Leaves of absence shall be granted to Local Union representative on the CWS Committee to the extent required for handling new or changed job descriptions and job classifications in accordance with the requirements of the Manual. Time lost by the Local Union representative on the CWS Committee shall be paid for by the Company at the equivalent of the wage rate for Maintenance Electrician, plus any applicable shift premium and Cost of Living Allowance and any applicable Earnings Based Compensation or Nickel Price Bonus, whichever is greater. The Company may at any time discontinue such payments if, in the opinion of the Company, there is abuse of the privilege.
- 26.18 Any arbitration under the terms of the Manual shall be conducted in accordance with the provisions of Article 8 of this Agreement.

ARTICLE 27 - SPECIAL SHORT TERM SHUTDOWN PROTECTION PLAN

- 27.01 The Company may, upon forty-five (45) days' written notice to the Union, declare a special shutdown of all or part of a Department for a period not to exceed four (4) months, which period may immediately precede or follow a vacation shutdown.
- 27.02 In the event such a shutdown is declared, the employees working in the Department or the part of the Department to be shut down will, notwithstanding Article 11 of the Collective Agreement, be placed on layoff for the period of

the shutdown and covered by the provisions of the Special Short Term Shutdown Protection Plan described in Schedule 'L' hereto and hereinafter called the 'Plan'.

- 27.03 The Company may recall individuals during the period of the shutdown to perform work in the shutdown Department or shutdown part of the Department, as the case may be. For this purpose, the Company shall determine which individuals off work from the Department and covered by the provisions of the Plan are qualified to fill the normal requirements of the jobs available and shall give preference in recalling to work such individuals on the basis of their length of continuous service with the Company and the provisions of Section 11.05 (a) to (g) shall apply. An individual may decline such recall if the Company is able to recall another individual from the Department who is covered by the Plan and is qualified to fill the normal requirements of the job and has less seniority than the declining individual.
- 27.04 The Company will not declare a special shutdown of a particular part of a Department or the Department as a whole more than once during the term of the Collective Agreement.
- 27.05 The Company will meet with the President of the Local Union, a representative of the Union and one additional employee upon request and with reasonable notice for the purpose of discussing matters in connection with the Plan.

ARTICLE 28 - AUTHORITY

- 28.01 United Steelworkers and its officers agree that they have authority from the members of the said Union to enter into this Agreement and agree that this Agreement shall be binding upon its members.

ARTICLE 29 - FURTHER CONFERENCES

- 29.01 Joint conferences between representatives of the Company and of the Union shall commence in Port Colborne, Ontario, not less than sixty (60) days nor more than ninety (90) days before the termination date of this Agreement for the purpose of considering, and, if thought fit, negotiating an Agreement with regard to wages, hours and conditions of employment to take effect upon the expiration of this Agreement.
- 29.02 The In-Term Meetings between the Company, the Local Union and the Union to deal with problems arising from the administration of this Agreement and to improve communications between the parties will be continued. The In-Term Meetings will also provide an opportunity to discuss the implementation of new experimental programs designed to improve job satisfaction and productivity, and the application of this Agreement to such programs.

ARTICLE 30 - TERMINATION

- 30.01 This Agreement shall become effective on the 1st day of June 2006 and shall terminate at midnight on the 31st day of May 2009.

IN WITNESS WHEREOF Inco Limited has caused this Agreement to be signed by its proper officers of United Steelworkers and hereunto set their hands on behalf of the said Union and on their own behalf.

EXECUTED at the City of Port Colborne, Ontario, this 21st day of November, 2006

UNITED STEELWORKERS

Rocco Partolesi
President, Local 6200
USW

Dan O'Reilly
Staff Representative
USW

Inco Limited

Greg Haley
Manager,
Human Resources

Lou Pambianico
Production Assistant,
N.P.P.S.

SCHEDULE 'A'

**RULES GOVERNING PROCEEDINGS OF GRIEVANCE
COMMISSIONER**

1. The parties when referring a grievance to the Grievance Commissioner shall also provide him with the Stage Two Summary (or as amended by agreement of the parties) and the decisions of the Management Representative at Stages Two and Three.
2. The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten days before the commencement of the hearings of the Grievance Commissioner.
3. The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
4. The Grievance Commissioner must render his decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his decision has been rendered the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of his decision.

SCHEDULE 'B'

RULES OF ARBITRATION

1. Arbitrations shall be heard at Port Colborne, Ontario, or at such other place as may be agreed upon by the parties from time to time.
2. In any arbitration the written representations of the employee made at Stage Two and the decision of the Company at Stage Three of the Grievance Procedure (or in the case of a difference between the Union and the Company the written submission by the party initiating the discussion of the difference and the written reply thereto of the other party) shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issues herein set out.
3. Each party to arbitration shall be entitled through counsel or otherwise to present evidence, to cross examine the witnesses of the other party, and to present oral arguments. A brief of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. Briefs of argument and replies thereto shall be filed within the times specified by the arbitrator. A party presenting a brief of argument or reply to the arbitrator shall forthwith deliver a copy thereof to the other party.
4. Witness fees and allowances shall be paid by the party calling the witness.
5. No cost of any arbitration shall be awarded to or against either party.

SCHEDULE 'C'

DEPARTMENTS IN THE PLANT

1. Cobalt Refining Department
2. Precious Metals Refining Department
3. Nickel Processing and Plant Services Department
4. Electrical Department
5. Mechanical Department, embracing Auto Mechanics; Construction Tradesmen; Industrial Tradesmen; Machinists; Welder Fitters.

Together with such additional Departments as the Company may from time to time establish.

SCHEDULE 'D'

CLASSIFICATIONS ENTITLED TO PREFERENTIAL RECALL

Auto Mechanics	Instrument Men
Construction Tradesmen	Machinists
Electricians	Power House Engineers
Industrial Tradesmen	Welder Fitters

2006 CBA - Schedule E
Wage Rates

Step 2008	June 1, 2005	June 1, 2006	June 1, 2007	June 1, 2008
	\$/Hr	\$/Hr	\$/Hr	\$/Hr
1	\$22.70	\$23.76	\$23.96	\$24.16
2	\$22.92	\$23.98	\$24.18	\$24.38
3	\$23.14	\$24.20	\$24.40	\$24.60
4	\$23.36	\$24.42	\$24.62	\$24.82
5	\$23.58	\$24.64	\$24.84	\$25.04
6	\$23.80	\$24.86	\$25.06	\$25.26
7	\$24.02	\$25.08	\$25.28	\$25.48
8	\$24.24	\$25.30	\$25.50	\$25.70
9	\$24.46	\$25.52	\$25.72	\$25.92
10	\$24.68	\$25.74	\$25.94	\$26.14
11	\$24.90	\$25.96	\$26.16	\$26.36
12	\$25.12	\$26.18	\$26.38	\$26.58
13	\$25.34	\$26.40	\$26.60	\$26.80
14	\$25.56	\$26.62	\$26.82	\$27.02
15	\$25.78	\$26.84	\$27.04	\$27.24
16	\$26.00	\$27.06	\$27.26	\$27.46
17	\$26.22	\$27.28	\$27.48	\$27.68
18	\$26.44	\$27.50	\$27.70	\$27.90
19	\$26.66	\$27.72	\$27.92	\$28.12
20	\$26.88	\$27.94	\$28.14	\$28.34
21	\$27.10	\$28.16	\$28.36	\$28.56
22	\$27.32	\$28.38	\$28.58	\$28.78
23	\$27.54	\$28.60	\$28.80	\$29.00
24	\$27.76	\$28.82	\$29.02	\$29.22
25	\$27.98	\$29.04	\$29.24	\$29.44
26	\$28.20	\$29.26	\$29.46	\$29.76
27	\$28.42	\$29.48	\$29.68	\$29.88

*Wage rates effective June 1, 2007 and June 1, 2008 and will be increased by any Cost of Living Allowance in effect on those dates and the Cost of Living Allowance will be reduced by the same amount.

SCHEDULE 'F'

**SCHEDULE OF APPRENTICESHIP TRAINING
(1040 HOURS TRAINING PERIOD)**
C.W.S. WAGE CLASS PAYABLE FOR APPRENTICESHIP PERIODS

4-Year Apprenticeship

	1st	2nd	3rd	4th	5th	6th	7th	8th	Trade Job Class
	3	5	7	9	12	15	17	19	21
	3	5	7	9	11	14	16	18	20
	3	5	7	9	11	13	15	17	19
	3	5	7	8	10	12	14	16	18
	3	5	7	8	9	11	13	15	17
	3	5	7	8	9	10	12	14	16
	3	5	7	8	9	10	11	13	15

3-year Apprenticeship

	1st	2nd	3rd	4th	5th	6th	Trade Job Class
	3	6	9	14	17	19	21
	3	6	8	13	16	18	20
	3	6	9	12	15	17	19
	3	6	9	12	14	16	18
	3	6	8	13	15	17	19
	3	5	7	10	12	14	16
	3	5	7	9	11	13	15
	3	5	6	8	10	12	14
	3	5	6	7	9	11	13
	3	5	6	7	8	10	12

2-Year Apprenticeship

1st	2nd	3rd	4th	Trade Job Class
3	8	14	-	19
3	8	13	-	21
3	8	13	18	20
3	8	12	17	19
3	7	11	16	18
3	7	11	15	17
3	7	11	14	16

SCHEDULE 'H'

The following will be considered Operations within the Plant for the purpose of Article 17, Health, Safety and Environment.

1. Precious Metals Refining Department.
2. Cobalt Refining Department.
3. Nickel Processing and Plant Services Department.

SCHEDULE 'K'

June 1, 2006

[REDACTED]
United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

[REDACTED] Attention: Mr. Rocco Portolesi, President, Local 6200

[REDACTED] Dear Sir:

[REDACTED] This will confirm our agreement with respect to the payment of a Nickel Price Bonus to employees, as set out below.

[REDACTED] This Bonus will be based on the average realized price per pound of nickel, in U.S. dollars, including intermediates, published by the Company in its Quarterly Reports for periods ending March 31st, June 30th, September 30th and December 31st (hereinafter called the 'Average Realized Price').

[REDACTED] If the Average Realized Price for any Quarter in which the Company has net earnings is \$2.25, each employee will receive a lump sum payment in an amount equal to the number of hours worked by him in that Quarter multiplied by ten cents (10¢) Canadian. If the Average Realized Price exceeds \$2.25, the multiplier used to calculate the lump sum payment will be increased by one cent (1¢) Canadian for each one cent (1¢) U.S. by which the Average Realized Price exceeds \$2.25.

[REDACTED] All payments will be made in the second pay period following the publication of a Quarterly Report containing an Average Realized Price of \$2.25 or greater.

[REDACTED] Yours very truly,

[REDACTED] John Kramer
Employee Relations
Representative

SCHEDULE 'L'

SPECIAL SHORT TERM SHUTDOWN PROTECTION PLAN

An employee who is covered by this Special Short Term Shutdown Protection Plan will, notwithstanding anything to the contrary contained in the Collective Agreement, receive the following special protection during the period of the shutdown:

1. He will continue to accumulate continuous service with the Company;
2. He will be considered to have worked his regular hours in his occupational classification for the purpose of calculating his Years of Employment With Pay under the provisions of the Pension Plan for Hourly Paid Employees of the Company;
3. He will be considered to have worked his regular hours in his occupational classification and to have continued to receive incentive pay, where applicable, based on his Weekly Incentive Pay for the purpose of calculating his entitlement of vacation pay and Special Vacation pay under Articles 15 and 16 of the Collective Agreement.
4. He will continue to receive all the insurance benefits described in Article 23 of the Collective Agreement.
5. He will be entitled to the benefits of the Special Short Term Shutdown Protection section of the Supplemental Unemployment Benefit Plan.

SCHEDULE 'M'

1. For the purpose of and applicable to employees working twelve (12) hour shifts, the Collective Bargaining Agreement will be amended as follows:
 - (a) Section 9.02 and 11.06: The words ' (not to exceed forty (40) hours per week)' shall be replaced with ' (not to exceed the standard number of hours which he otherwise would have worked at his applicable hourly rate)'.
 - (b) Section 13.01 (b): The words 'thirty (30) minutes per shift' shall be replaced with 'two (2) thirty (30) minute periods per twelve (12) hour shift', or 'one (1) thirty (30) minute period per ten (10) hourshift'.
 - (c) Section 13.05: The words 'eight (8) hours' shall be replaced with 'his regularly scheduled hours'.
 - (d) Section 13.06 (a): The words 'forty (40) hours at his applicable hourly rate in his work week' shall be replaced with 'the number of regularly scheduled hours required in his work week at his applicable rate'.
 - (e) Section 13.06 (b): The words 'eight (8) hours' shall be replaced with "twelve (12) hours".
 - (f) Section 13.14: The words in the first sentence beginning with 'An employee' and ending with 'will not be so paid.' shall be replaced with 'An employee who does not work on a recognized holiday which occurs on his regular day off or during his vacation will be paid eight (8) hours at what would have been his applicable hourly rate had he worked on that day. If the recognized holiday occurs on what would otherwise have been a work day for the employee he will be paid eight (8) hours or the number of hours he was scheduled to work on that day, whichever is the greater, at

what would have been his applicable hourly rate had he worked on that day. Provided that, in each case, he will not be so paid."

- (g) Section 13.19 shall be deleted and replaced with "An employee shall be paid an averaged shift premium of eighty (80¢) cents per hour for time worked by him during his night shift hours.
- (ii) Section 14.05: The words 'eight (8) hours' shall be replaced with 'twelve (12) hours.'

SCHEDULE 'N'

WORKER SAFETY REPRESENTATIVE

The primary responsibility of the worker safety representative is to inspect, audit and address workplace conditions and work practices in relation to health and safety of personnel in the Port Colborne Plant. He also assists in the promotion and development of health, safety and environment practices and procedures.

The duties and responsibilities of the worker safety representative include the following:

1. Conduct health and safety inspections and investigations, monitor conditions and practices and make recommendations to appropriate plant supervision.
2. Participate in the preparation of training materials and programs and in the promotion of those programs.
3. Serve as the Union joint chairman of PSHE Committee.
4. Carry out responsibilities of the Certified Member of the OSHE Committees in the Port Colborne Plant.

SCHEDULE 'O'

(1) The company will introduce in September 1994, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

- a) **Major Projects (Projects that are in excess of one million dollars)**

As soon as reasonably possible after receiving final approval for funding a Major Project at the Port Colborne Plant, the Company will notify the Local Union in writing, or electronically, of the Major Project using the Notification Format. The Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

- b) **Mid-size Projects (Projects that are in excess of ten thousand but not more than one million dollars)**

The Company will provide the Committee every month with a list of the Mid-size Projects at the Port Colborne Plant for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-size Projects for which funding approval has been received, the

Company will endeavour to provide the Committee with notice of such Mid-size Project as soon as reasonably possible after receiving the final approval. At the next Contracting Out Committee meeting, the Company and the Committee will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

c) **Small Contracts (Work contracts that are up to ten thousand dollars)**

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period at the Port Colborne Plant in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) **The Notification Format for Major Projects will contain the following information.**

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;
- f) An outline of any anticipated use of bargaining unit

employees;
g) A description of the factors affecting the work schedule;

(2) **Trend Analyses and Base Load**

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) **Annual Review**

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work, which it anticipates will be performed by contractors at the Port Colborne Plant in the next twelve (12) months.

The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees, including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Company will grant the Co-Chairman of the Contracting-Out Committee up to a maximum of two (2)

days leave of absence with pay in each month at his applicable hourly rate plus applicable Cost of Living Allowance and Nickel Price Bonus, to work in connection with the Contracting Out Information and Review System.

(4) Production Shutdowns

In the event a Production Shutdown is announced, the Committee will meet to discuss work that could be performed by employees during such period.

SCHEDULE "W" EARNINGS BASED COMPENSATION PLAN

All employees will receive earnings based compensation (EBC) calculated and paid in the following manner:

1. EBC will be based upon the Operating Earnings of the Ontario Operations of the Company published/reported in U.S. dollars by the Company quarterly (the "Operating Earnings") for the periods ending in March 31, June 30, September 30 and December 31 in each year and will be payable quarterly.
2. If the Ontario Operations has Net Pre-Tax Operating Earnings for the quarter that are positive and the payment of EBC for the quarter will not put Net Pre Tax Operating Earnings at zero or below zero, each employee will receive a lump sum payment in an amount based on the following: for every \$10 million in Operating Earnings published/reported in a quarter, each employee will earn 25 cents for each hour worked by the employee, including regular vacation, in that quarter (the Ratio). If the quarterly Operating Earnings are greater or lesser than \$10 million, the amount earned by the employee will be adjusted using the Ratio. By way of example, if the Operating Earnings for the quarter are \$53.5 million and the employee works 475 hours in the quarter, the EBC payment for that quarter will

be $475 \times 5.35 \times \$25 = \635.31 Canadian.

The EBC payment for any quarter will not be less than the Nickel Price Bonus payment for the quarter. If EBC is paid for a quarter, Nickel Price Bonus will not be paid for the same quarter.

EMPLOYEE BENEFIT PLANS

The following descriptions of Employee Benefit plans are presented here for the convenience of employees. They describe the principal features in non-technical language. The insurance contracts between the insurance carrier and the Company will govern in all cases.

GROUP TERM LIFE INSURANCE PLAN

This plan provides for -

Amount of Basic Insurance	Amount of Additional Insurance	Total Amount of Insurance
\$2,500	\$42,500	\$45,000

The additional **\$42,500** of Life Insurance will automatically terminate on retirement except as described below for employees who become totally and permanently disabled and retire on disability retirement with 3 or more years of continuous service.

Life Insurance

Benefits will be paid in a lump sum or in instalments to the beneficiary designated by the employee. The beneficiary may be changed at any time in accordance with the applicable provincial laws.

Permanent Total Disability

If the employee with 3 or more years of continuous service becomes totally and permanently disabled while insured, \$5,000 of his Life Insurance will be paid to him either in a lump sum or in instalments instead of to his beneficiary at death. The remaining portion of life insurance coverage will be cancelled. The entire and irrevocable loss of sight of both eyes, or of the use of both hands or both feet, or of one hand and one foot will in itself be considered permanent and total disability.

Eligibility and Effective Date of Insurance

All employees are eligible for insurance upon completion of six months of continuous service. Insurance coverage will automatically become effective, without medical examination, upon the completion of six months' continuous service provided the employee is then actively at work.

Premiums

The Company will pay one hundred percent (100%) of the premiums payable under this Plan.

Benefits (Employees Out Sick)

Employees off for less than two years on account of disability resulting from accident or bodily disease will be considered as continuing in the service of the Company in order that their Group Life Insurance may be continued during their unavoidable absence from this cause.

If an employee is off on account of accident or bodily disease for more than two years his insurance may be continued only upon written application to and approval by the Company. The complete terms of this Group Insurance coverage are set forth in the Group Insurance Policy issued by the Carrier.

Termination of Employment and Conversion of Life Insurance

The Life Insurance of an employee will cease upon termination of employment except with respect to the life insurance continued for retired employees as described elsewhere. However, if death

should occur within thirty-one days after termination of employment the full death benefit will be payable. Within this thirty-one day period an employee may convert his Group Life insurance coverage to an individual Whole Life or Endowment Plan, by making application to the Aetna Life Insurance Company. This individual policy will be issued without medical examination and at the Insurance Company's regular rates.

GROUP NON-OCCUPATIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

This Plan provides benefits in the event of an employee's loss of life, limbs or the entire and irrevocable loss of sight, excluding such losses resulting from occupational accidents. Benefits are payable only if the loss results directly from bodily injuries caused by an accident and occurs within 90 days after date of the accident causing the loss.

Benefits

\$30,000 will be paid for the loss of life, both hands, both feet, one hand and one foot, one hand and the sight of one eye, one foot and the sight of one eye, sight of both eyes. \$15,000 will be paid for the loss of one hand, one foot, the sight of one eye. In no case will more than \$30,000 be paid for all losses resulting from one accident.

Exclusions

No benefits are payable due to a loss contributed to or caused by bodily or mental infirmity, ptomaines, bacterial infections, disease, medical or surgical treatment not made necessary by injuries covered under the Plan, war, suicide, or the commission by the insured or any attempt by the insured to commit an assault or an offence under the Criminal Code of Canada.

Eligibility

All employees will be automatically covered by the Group Non-Occupational Accidental Death and Dismemberment Insurance Plan on the date of hire.

Premiums

The Company will pay one hundred per cent (100%) of the premiums payable under this Plan.

The complete terms of this Group Insurance coverage are set forth in the Group Insurance Policy issued by the Carrier.

Termination of Employment

All coverage under this Plan will cease on the date of termination of employment, including Retirement.

PRESCRIPTION DRUG PLAN

(35¢ Deductible)

(Formulary - 2)

Benefits

The Group Plan for Prescription Drugs (35¢ deductible) (Formulary - 2) covers drugs, serum, injectibles, insulin and diabetic supplies purchased on the prescription of a medical doctor for the use of the employee or a dependent under the Plan.

The Plan does not cover patent medicines, vitamins, unless injected, or drugs paid for by any other agency.

All eligible drug bills will be paid under this Plan, less a deductible of 35¢ for each prescription which will be paid by the employee.

The Plan provides full benefits for the subscriber, wife or husband and all unmarried, unemployed children up to the age of 21 or up to 23 if an unmarried full time student. Newborn children are covered automatically by the Plan.

Eligibility

Employees are eligible on the first day of the month following the month in which the employee was hired.

Premiums

The Company will pay one hundred per cent (100%) of the

premiums payable under this Plan.

Certificates

Each employee will receive a personal Certificate showing his name, group number, amount of deductible and the date on which coverage begins.

Cancellation

Insurance will be cancelled on the date employment is terminated.

NON-OCCUPATIONAL SICKNESS AND ACCIDENT INSURANCE PLAN

A group insurance plan which provides weekly sickness and accident insurance.

Benefits

Effective **June 1, 2006**-

Weekly Benefit - **\$625**

Eligibility

You will automatically become insured on the day after you complete three months of continuous service without medical examination, if you are then actively at work; otherwise, on the day you return to active work.

Premiums

The Company will pay one hundred per cent (100%) of the premiums payable under this Plan.

Benefits Paid

Benefits commence with the first day you are either totally disabled by a non-occupational accident, admitted to and confined to a hospital, or on the fourth day of total disability due to non-occupational sickness. You must be under the care of a physician licensed to practice medicine.

Benefits will continue as stated above during any one continuous

period of disability due to one or more causes. Successive periods of disability will be considered as one continuous period of disability unless the disability is due to a different and unrelated cause and commences after you have returned to work.

Benefit Duration

The Plan will provide up to 52 weeks of benefits while disabled for employees with less than one year of service prior to the start of the disability and up to 104 weeks for employees with one or more years of service prior to the start of the disability.

Cancellation

Insurance will be cancelled on the date employment is terminated or when you retire.

DENTAL PLAN

Benefits

The Plan provides for basic dental care and covers examinations, consultations, x-rays, scaling of teeth, fillings, surgical removal of teeth and endodontics, periodontics and orthodontics (50% of fees, maximum life time benefit of \$1500). The Plan does not cover treatment paid through any other source.

The Plan provides covered benefits in accordance with the **2005 Ontario Dental Association Schedule of Fees** for the subscriber, wife or husband and all unmarried, unemployed children up to the age of 21 or up to 23 if an unmarried full time student. Effective **January 1, 2007**, the applicable fee schedule will be the **2006 Ontario Dental Association Schedule of Fees** and effective **January 1, 2008**, the applicable schedule will be the **2007 Ontario Dental Association Schedule of Fees**. **Effective January 1, 2009, through to May 31, 2009, the applicable fee schedule will be the 2008 Ontario Dental Association Schedule of Fees, for Dental Services provided by General Practitioners.**

Eligibility

Employees are eligible for coverage on the first day of the month following the month in which the employee has completed three months of continuous service.

Premiums

The Company will pay one hundred per cent (100%) of the premiums payable under this plan.

Certificates

You will receive a personal Certificate showing your name, group number and the date on which the coverage begins.

Cancellation

Insurance will be cancelled on the date employment is terminated.

GROUP OPTICAL INSURANCE PLAN

Benefits

The Plan provides for payment of up to \$250 for prescription glasses in each three year period for each employee, the spouse of the employee and all unmarried, unemployed children up to the age of 21 or up to 23 if an unmarried full time student. The plan will also provide unlimited lens replacement with prescription change over the three-year period.

Eligibility

Employees are eligible on the first day of the month following the month in which the employee was hired.

Premiums

The Company will pay one hundred per cent (100%) of the premiums payable under this Plan.

Cancellation

Insurance will be cancelled on the date employment is terminated.

LETTERS OF AGREEMENT

The following are the letters of Agreement between the Company and the Union, and are intended for the purpose of information. They do not form part of the Collective Bargaining Agreement.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers.
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

By way of clarification of the Collective Agreement effective June 1, 2006, between Inco Limited and United Steelworkers covering employees of the Company in the Port Colborne Plant and of the Pension Plan for Hourly Paid Employees in the Ontario Division of the Company represented by United Steelworkers, the following is agreed to by all parties.

A person who makes an application which is accepted by the Company Medical Examiner for any pension under the Pension Plan or a person who is retired under the terms of the Pension Plan ceases to be an employee and he shall not be entitled to continue to accumulate Years of Employment with Pay (YEWPs).

If such a person is in receipt of a benefit payable under the Group Non-Occupational Sickness and Accident Insurance Plan at the time he makes an accepted application or is retired by the Company, he shall receive the monthly pension benefit to which he is entitled under the Pension Plan. However, if the monthly amount of that pension benefit is less than the monthly amount he would have received if he had continued to be an employee and had received his

Sickness and Accident benefit under the Collective Agreement, he shall be entitled to an additional amount equal to the difference between his pension benefit and the Sickness and Accident benefit he would otherwise have received for that month. This additional monthly amount shall continue until he has exhausted all of his Sickness and Accident benefits in the same manner as if he was still an employee.

Yours truly,

Lou Pambianco
Production Assistant
NPPS

[REDACTED]
[REDACTED]
[REDACTED]

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

The parties agree that the words 'will' and 'shall' bear the same meaning in the Collective Agreement.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
[REDACTED]
[REDACTED]

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our agreement with respect to the hiring of employees in the Sudbury District and Port Colborne Plant.

An individual whose name appears on the recall list for the Sudbury District shall be given preference, subject to meeting normal employment standards, when it is necessary to hire new employees at the Port Colborne and vice-versa.

When hired, the individual will be credited with continuous service accumulated at the hiring location.

[REDACTED]
[REDACTED]
[REDACTED]
Any individual hired either in the Sudbury District or at the Port Colborne Plant after his/her recall rights expired will have his/her anniversary of employment recalculated using his/her prior continuous service in either Port Colborne or the District of Sudbury. The recalculated anniversary date will be applicable only to the determination of regular vacation entitlement under Section 15.01 of the Collective Bargaining Agreement. The provisions of this letter shall be effective June 1, 2003.

Yours truly,

[REDACTED]
Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

Re: Credit Union Deductions

The Company will continue to distribute deductions made by the Company on behalf of employees for deposit to Credit Unions or Caisse Populaire Branches. Such deductions will be made from the wages of employees who sign the necessary authorization.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

-122-

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

The Company recognizes the need for improving communications between the Union and employees and therefore supports the principle of the Plant Committeeman having in each Plant reasonable access to existing **computer and** telephone facilities and designated areas for meetings with employees or Grievance Stewards and for the storage of Union files and other papers for the processing of Grievance documents. The Company agrees that existing facilities for the Plant Committeeman will be maintained during the life of this Agreement.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

-123-

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Pertolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to the 'continuous service' and 'years of employment with pay' of current employees who were formerly full-time local union officers for either Mine, Mill and Smelter Workers' Union, Local 598 or Local 637.

1. **Continuous Service:** for the purpose of the lay-off, retiring from lay-off, promotion, demotion and transfer provisions of Article 11 of the Collective Bargaining Agreement between the Company and the Union, no full-time leave of absence for local union business granted to such an employee pursuant to the provisions of a collective bargaining agreement between the Company and either Mine, Mill, Local 598 or Local 637 shall be deducted from his continuous service.

2. **Years of Employment with Pay:** for the purpose of the Pension Plan for Hourly Paid Employees in the Ontario Division represented by the United Steelworkers any full-time leave of absence for local union business granted to such an employee pursuant to the provisions of a collective bargaining agreement between the Company and either Mine, Mill, Local 598 or Local 637 will be counted as paid hours of employment.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Pertolesi, President, Local 6200

Dear Sir:

This will confirm the agreement between the Union and the Company to establish a Joint Occupational Health Study Program for both the Sudbury and Port Colborne operations of the Company. This program will be for the purpose of developing a better understanding of the working environment at these locations through independent industrial health surveys and research in connection with potential occupational illness and disease.

To this end a Joint Occupational Health Committee (hereinafter called the 'Committee') will be created consisting of eleven (11) members, as follows:

For the Union

The President of Local 6500 or Designate
The President of Local 6200 or Designate
Local 6200 Worker Safety Representative
The Chairman of the General Health, Safety and Environment Committee (Sudbury)
A senior staff representative of the Union
A representative of Unit 6600 of Local 2020

For the Company

Medical Director: Ontario
Manager: Environment, Health, and Safety
Vice President: Environment and Health Sciences
Superintendent: Occupational Health and Medicine
Environmental Coordinator: Occupational Health

In addition, an Occupational Health Research Study Group (hereinafter called the "Study Group") will be established at a Canadian University for the purpose of undertaking such occupational health studies as are referred to it by the agreement of the Joint Occupational Health Committee. The Study Group shall consist of a Director and such support staff and experts as the Director may, from time to time, consider appropriate for the purpose of carrying out the functions of the Study Group. The Director shall determine the methods and locations for conducting such studies and shall act in an advisory capacity to the Committee as its chief consultant. Both the University and the Director shall be appointed by the unanimous agreement of all members of the Committee.

The Committee shall have the following functions:

1. To refer occupational health matters to the Study Group.
2. To make recommendations to the Company regarding the implementation and/or dissemination of the findings of the Study Group.
3. To recommend methods of obtaining such statistical data and information as is necessary for the Study Group to perform its functions.
4. To recommend procedures for identification and detection of potentially hazardous or toxic materials.

[REDACTED]
5. To review major occupational health matters and concerns arising out of the operations at Sudbury or Port Colborne.

[REDACTED]
The functions of the Study Group shall be primarily to conduct studies of occupational health matters referred to it by the Committee and to formulate recommendations based upon its research. In addition, the Study Group will act as consultant to the Committee and work with the Company in the development of safe standards for occupational environments at Sudbury and Port Colborne. The Study Group will be required to report annually to the Committee, summarizing the work completed during the previous year and the work in progress at the time of the report. Upon its completion of any major occupational health study, the Study Group shall provide the Committee with a written report outlining the nature of the research undertaken and the results.

[REDACTED]
The Committee shall meet semi-annually under the Joint Chairmanship of one member appointed by the Union and one member appointed by the Company, or more frequently if agreed to between the Joint Chairmen.

[REDACTED]
In order to assist the Study Group in the performance of its duties, the Company shall, to the extent its legal and contractual obligations permit, make available to the Study Group for its sole and exclusive use, such statistical information in the possession of the Company as is needed by the Study Group. Any information so supplied shall be treated as private and confidential and is not to be released to any person or party including the Committee, without the prior written approval of the Company.

[REDACTED]
The Study Group shall have the right to make independent studies on the premises of the Company at Sudbury and Port Colborne with the understanding that any such studies shall be conducted whenever possible without interfering with the requirements of CECBOPPS.

[REDACTED]
[REDACTED] recommendations and/or findings of the Study Group shall

be made on a confidential basis to the Company and to the Committee and shall not be released to anyone else without the prior written approval of the Company and the Committee. The Company shall pay all necessary expenses of the Study Group to a maximum of \$150,000 in each year for the next three (3) years. If such necessary expenses are less than \$150,000 in any year, the unused amount shall also be made available to pay such necessary expenses in the immediately following year. For the purpose of this understanding a year shall commence on June 1st and end on May 31st.

The expenses of any member of the Committee shall be paid by the party appointing such member.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to monitoring the working environment and in connection with published material pertaining to hazardous substances.

As soon as is reasonably possible, each Operation Health, Safety and Environment Committee shall discuss at its meetings appropriate arrangements for the training of up to five (5) Local Union appointed members and five (5) alternate members of each such committee in the use of basic sampling, monitoring, and detection meters, in use by the company at that time, for use by such members on their regular monthly inspection tours provided for under the Collective Bargaining Agreement.

As soon as is reasonably possible, each Operation Health, Safety and Environment Committee shall discuss at its meetings the times at which and the places where dust samples should be taken at the locations within its Area where dust sampling is currently carried out.

In addition, each Committee shall consider the methods by which published material pertaining to potentially hazardous substances used in the Area can be obtained for the information of the Committee.

As soon as reasonably possible following the request of any Operation Committee, representatives of the Company will attend at a regular meeting of that Committee to review and explain the function of all monitoring equipment normally used by the Company in that Operation.

The Company will provide each Operation Committee with the results of the Occupational Exposure Monitoring Program pertaining to the work performance in that Operation.

Up to two (2) Committee members designated by the Union shall be given basic ergonomic training, to enable them to identify and address basic ergonomic issues. The Committee Co-chairmen will agree to the names of the members to be trained and the timing.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

[REDACTED]
[REDACTED]
United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

[REDACTED]
Attention: Mr. Rocco Portolesi, President, Local 6200

[REDACTED]
Dear Sir:

[REDACTED]
[REDACTED]
Re: Prescription Safety Glasses

[REDACTED]
[REDACTED]
If it is established that an employee while doing assigned work and exercising due caution sustains damage to his prescription safety glasses the Company will reimburse the employee for the cost of necessary repairs or replacements.

[REDACTED]
[REDACTED]
Yours very truly,

[REDACTED]
Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

We confirm the advice given to you during negotiations that with respect to benefits to which an employee may be entitled under the Group Non-Occupational Sickness and Accident Insurance Plan, including the Long Term Disability Protection Plan outlined in Section 23.07, any increase which may be provided will take effect as of the date of the increase even though an employee may have been receiving a lower rate at the commencement of his disability.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir,

The parties agree that the Grievance Commissioners under the 2006 Collective Agreement will be:

Professor C.G. Simmons
Professor W.B. Rayner

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Coborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to various matters in connection with vacations.

Although it is the intention of the Company to endeavour to operate during the period of July - August each year, if it is of the view that conditions do not warrant continuation of regular operations during such period, it may shut down for a period of up to five (5) weeks for vacation purposes subject to retaining such employees as the Company feels is necessary. If a shutdown is scheduled, the appropriate vacation lists will be posted in each Department by April 1st in each year of the current Collective Bargaining Agreement.

If the Company is of the view that conditions warrant continuation of regular operations during such period, it will notify employees and post the appropriate vacation lists in each Department not later than the first day of December of the preceding year.

The prime vacation period in any year shall be thirteen (13) consecutive weeks between June 1st and September 15th.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Coborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to information concerning overtime of employees in a working group within the meaning of Section 13.09 of the Collective Bargaining Agreement.

The Company will continue to post monthly, in appropriate locations, lists showing the cumulative amount of overtime hours worked by each employee within such a working group, commencing with the first month of such posting.

In addition, the lists will indicate the number of overtime hours each such employee has been unavailable or refused to work when overtime was offered.

Yours very truly,

[REDACTED]
Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our agreement to introduce the concept of involving employees in training.

For this purpose, the Company will establish a trainer instructor classification for operations job classifications training.

A Trainer Instructor job (limited or unlimited) will be posted as required in the Port Colborne Plant for the purpose of classroom and other training needs determined by the company. The provisions of Section 11.14 of the Collective Bargaining Agreement shall be applied to determine the successful applicant.

It is understood, however, that any training required may be performed by either employees or other persons.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
June 1, 2006

[REDACTED]
United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

[REDACTED]
Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

[REDACTED]
This will confirm our understanding with respect to the seniority ranking of existing employees at the Port Colborne Refinery. In any case where two or more of these employees have the same seniority for the purpose of the collective bargaining agreement, their seniority ranking for all future purposes shall be determined by the selection of numbered cards. The employee who selects the higher numbered card will be ranked ahead of all employees who select lower numbered cards.

[REDACTED]
Yours truly,

[REDACTED]
Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to Union participation in the orientation of new employees, excluding students. A member of the Local Union Executive or a staff representative of the Union will have the opportunity to address new employees for up to one hour during the course of their introduction to employment. It is understood that this opportunity will not be used to have new employees sign applications for union membership cards and that employees will be advised that membership in the union is voluntary.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 2002

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding in connection with permanent partially disabled employees. In order to assist in the placement of such employees, a Committee will be formed consisting of three (2) employees appointed by the Local Union and three (2) persons appointed by the Company.

This Committee will meet as required. It will be notified of and will review all placements of permanent partially disabled employees under Section 11.23 of the Collective Bargaining Agreement and may make recommendations to the Company regarding new and alternate placements. Each placement will be reviewed by the Committee one (1) year after it is made. Finally, the Committee will advise in connection with the placement of those employees in training and rehabilitation programs sponsored by the Workers' Compensation Board.

The Company will pay the employee members of the Committee at their applicable hourly rate plus any applicable shift premium and any applicable Cost of Living Allowance and Earnings Based Compensation or Nickel Price Bonus whichever is greater for any time lost during their regular working hours while attending meetings of the Committee.

Yours truly,
Lou Pambianco
Production Assistant
N.P.B.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to Section 11.02 of the Collective Bargaining Agreement. Employees who are absent from work for any reason, including leave of absence and illness or injury (whether in receipt of any kind of benefits from the Company or the government) are subject to lay-off in accordance with their seniority ranking pursuant to Section 11.02 of the Collective Agreement in the same manner as any employee at work.

Yours truly,

Lou Pambianco
Production Assistant
N.P.C.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to the entitlement of individuals on lay-off with recall rights to apply for a Disability Retirement under the Pension Plan for Hourly Paid Employees in the Ontario Division of the Company.

In order to be eligible for a Disability Retirement, the individual must be totally and permanently disabled within the meaning of the Pension Plan and his disability must have resulted from injury or disease suffered or contracted by him while in the employment of the Company and not while on lay-off.

Yours truly

Lou Pambianco
Production Assistant
N.P.S.

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to the application of Section 11.22 (a) of the Collective Bargaining Agreement. Any employee who was transferred out of his Department prior to June 1, 1985 is not required to have filed a written retransfer application within ninety (90) days of such transfer out and may make such an application at a future date during the term of this Agreement. However, the provisions of the Section shall apply in all other respects to such employee.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

-142-

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

[REDACTED]
This will confirm our understanding with respect to the Special Short Term Shutdown Protection Plan.

[REDACTED]
An individual who is off work from the shutdown Department or shutdown part of the Department, as the case may be, and in receipt of Group Non-Occupational Sickness and Accident insurance benefits will be covered by the provisions of the Plan when he is medically fit to return to his regular work and is unable to do so because of the special shutdown.

[REDACTED]
Yours truly,

[REDACTED]
Lou Pambianco
Production Assistant
N.P.P.S.

-143-

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding that if an individual in receipt of a Company disability pension ceases to be totally and permanently disabled within the meaning of Section III (f) of the Inco Pension Plan for Hourly Paid Employees of Inco Limited, Ontario Division, he may make application to return to active full time employment with the Company.

The individual will be re-employed subject to manpower requirements and his ability to meet the Company's medical standards. He will not be given preference over individuals with recall rights.

Upon rehire, the individual will be credited with the continuous service he had prior to being placed on disability pension and all disability benefits provided under the terms of the Inco Pension Plan will be forfeited. Should the individual requalify for a disability pension at some later date, he will not be eligible to receive an additional \$5000 benefit payable under the Group Term Life Insurance Plan and will have the \$5000 previously paid deducted from his Life Insurance protection under Section 24.05 of the Collective Bargaining Agreement.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our agreement with respect to the Steelworkers Education Fund and the Steelworkers Humanities Fund.

1. Steelworkers Education Fund

The Company will allocate by a deduction arrangement satisfactory to the parties two (2) cents per hour to the Steelworkers Education Fund to be administered by a committee consisting of a representative appointed by the Union and a representative appointed by the Local Union.

2. Steelworkers Humanities Fund

The Company will allocate by a deduction arrangement satisfactory to the parties one (1) cent per hour to the Steelworkers Humanities Fund.

[REDACTED]
(signed) L. Pambianco

[REDACTED]
(signed) R. Portolesi

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to an employee who has been in receipt of benefits under the Group Non-Occupational Sickness and Accident Insurance Plan in the immediately preceding calendar year. Such employee will, provided he has returned to work, be considered to have had earnings in that preceding calendar year (for the purpose of determining his vacation pay in the following vacation year) calculated on the basis of eight (8) hours per day at the applicable hourly rate of his occupational classification at the time he began receiving benefits for each day he was in receipt of such benefits, provided that the total hours on which his vacation pay is calculated do not exceed 2,080.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

[REDACTED]
United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

[REDACTED]
Attention: Mr. Rocco Portolesi, President, Local 6200

[REDACTED]
Dear Sir:

[REDACTED]
The Company and the Union agree to establish a special senior level committee in connection with environmental matters relating to the operations of the Ontario Division.

[REDACTED]
This committee shall be known as The Environmental Awareness Committee and will consist of the following members:

[REDACTED]
For the Union:

- [REDACTED]
- The President of Local 6500
- The President of Local 6200
- The Chairman of the General Health ,Safety & Environment Committee
- The Director of District 6 of the Union

[REDACTED]
For the Company:

- [REDACTED]
- Three Senior Management representatives
One of whom shall be a Vice-President
- The Vice-Chairman of Inco Limited

[REDACTED]
The Committee will be co-chaired by the Director of District 6 of the Union and the Vice-Chairman of Inco Limited.
The Committee shall have the following functions:

- [REDACTED]
1. To examine the environmental laws and regulations

pertaining to the Ontario Division.

2. To review and assess environmental matters that relate to Division operations.
 3. To study and make recommendations with respect to the application of the Internal Responsibility System to these environmental considerations.
 4. To develop and make recommendations to the Company relating to employee training for the purpose of increasing awareness of and responsibility for workplace environmental matters and the impact of operations on the external environment.
 5. To study and make recommendations for enlarging the focus of the Safety, Health and Environment Committees so that these environment issues become part of their agenda.

The Committee shall meet semi-annually in Sudbury under Joint Chairmanship as described above.

Reports and recommendations of the Committee shall be made on a confidential basis to the Company and the Union and shall not be released to anyone else without the prior written approval of both the Company and the Union.

Yours truly,
Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Page 5

The company recognizes the concern of the union that changes in legislation have the potential to impact on practices in Health and Safety. To address those concerns the following is agreed upon:

- A. *In the event that sections 41 or 42 of the Occupational Health and Safety Act currently in effect is repealed and not replaced, or replaced in a manner that diminishes the employees' right to know, the following shall come into effect:*
 - The company will ensure that information pertaining to hazardous materials is made available for workers who may be exposed to the hazardous physical agent.
 - The company will also ensure that this information is available for the *Joint Occupational Health, Safety and Environment Committee*.
 - Notices identifying and warning of the potential hazardous physical agent shall be posted.
 - B. *In the event that section 43 of the Occupational Health and Safety Act currently in effect is repealed and not replaced, or replaced in a manner that diminishes the employees' right to refuse unsafe work, the following shall come into effect:*
 - An employee may refuse to perform work where he/she

reasonable grounds to believe, and does believe, that the particular work is dangerous to his/her health or safety, or the health or safety of another employee.

- Upon refusing to perform that particular work, he/she shall promptly inform his/her immediate supervisor of the refusal and the reasons therefore.
- The supervisor shall promptly investigate the refusal with a **Union member of the Joint Occupational Health, Safety and Environment Committee** until the investigation is completed, the worker shall remain in a safe place near his/her work station.

C. In the event that section 11 of the Occupational Health and Safety Act currently in effect is repealed and not replaced, or replaced in a manner that diminishes the **Joint Occupational Health, Safety and Environment Committee's** right to participate, the following shall come into effect:

- The company shall consult with, and provide information to the worker safety representative at the plant with respect to proposed testing strategies for industrial hygiene at the workplace.
- A worker member of the **Joint Occupational Health, Safety and Environment Committee** is entitled to be in attendance at the beginning of testing conducted with respect to industrial hygiene, if the worker co-chair believes his/her attendance is necessary to ensure valid testing and results.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

[REDACTED]
June 1, 2006

[REDACTED]
United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

[REDACTED]
Attention: Mr. Rocco Portolesi, President, Local 6200

[REDACTED]
Dear Sir:

[REDACTED]
Inco and the United Steelworkers are committed to reducing the current amount of contracting out in the Ontario Division and, as a result, improving the business competitiveness of the Division.

[REDACTED]
[REDACTED]
This will confirm that Inco agrees to launch this initiative at Mines and Plants to reduce contracting out and to substantially cut ongoing costs by the reduction of contracting out, with the following objectives:

- [REDACTED]
1 To reduce significantly the current amount of mining development, production and support work performed by contractors;
- [REDACTED]
2 To achieve and maintain an overall reduction in the current level of contracting out of work normally performed by bargaining unit employees in other areas of 40% during the term of the 2003 Collective Bargaining Agreement.

[REDACTED]
The Company and the Union agree to establish a Contracting Out Steering Committee consisting of the Local Union President or his designate, the Local Union Contracting Out Co-ordinator, a Union representative, the Ontario Division Vice-President, the Company Contracting Out Co-ordinator and the Manager of Human Resources.

[REDACTED]
We all recognize that the scope of and the issues involved in

contracting out vary from area to area and agree that the jointly developed Contracting Out Policy and Procedure Handbook will guide us in our task. Each individual area will analyse its contracting out activities as it relates to work normally performed by bargaining unit employees and develop with the support of the Steering Committee a contracting out/cost reduction plan by October 1, 2000, bearing in mind the purposes, objectives and targets of this initiative. It is understood that work that is part of a major capital project (\$1 million or more) may not be covered by this letter.

The Steering Committee will meet as frequently as required and its mandate will include the following:

- (a) The co-ordination and support of the efforts of the Mines and Plants developing their plans;
- (b) The review of the area plans and recommending changes to the plans consistent with achieving the purposes, objectives and targets of this initiative;
- (c) The monitoring of the performance of the Mines and Plants in implementing their contracting out/cost reduction plans during the term of this Agreement; and
- (d) Communicating the progress of and results from this initiative to all employees of the Ontario Division on a quarterly basis.

If for any reason, the purposes, objectives and targets of this initiative are not realized and/or maintained, the Steering Committee will investigate the reasons for this and facilitate solutions. Only the Steering Committee can deal with issues in connection with this letter.

(signed) R. Portolesi

(signed) L. Pambianco

June 1, 2006

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Attention: Mr. Rocco Portolesi, President, Local 6200

[REDACTED]
[REDACTED]
Dear Sir:

[REDACTED]
[REDACTED]
This will confirm our policy in relation to support for any Team Leader/ Leader charged with an alleged breach of the Occupational Health and Safety Act. By way of clarification, we are referencing:

- [REDACTED]
[REDACTED]
a) Team Leader positions as identified by the Company in which we have declared the incumbent a 'supervisor' in accordance with Article 25(2)(c) of the Occupational Health and Safety Act.
[REDACTED]
b) Any other Leader classification where the incumbent has not been declared a supervisor by the Company, who through the performance of his/ her duties is 'deemed' to be performing duties as a supervisor by the Ontario Ministry of Labour.

[REDACTED]
Further to its commitment to operate everywhere in a safe and efficient manner and conform with all laws and regulations, the Company requires Team Leader/ Leader to have a sound working knowledge of all work related laws, regulations and applicable Company practices and to take all steps a reasonable person would take in similar circumstances to comply with these.

[REDACTED]
The Company will fully support the Team Leader/ Leader in dealing with charges alleging breaches of such legislation, unless disregard for workplace legislation and/or Company policies are involved. Save for exceptional circumstances, to be determined by the Company at its sole discretion, this support is confined to the

disposal of the initial charges.

A Team Leader/ Leader who is charged with a work related offense shall report the matter immediately to his/her Manager, who will direct the matter to the President of the Division. The Team Leader/Leader will participate in any related investigation providing full details of dates, times, who was involved, the outcome, witnesses, environmental factors and any other information that may be helpful in responding to these charges. Any reports submitted in the course of the incident investigation shall be addressed to Legal Counsel marked "privileged and confidential."

Subject to approval by the Company, the Team Leader/ Leader may retain legal counsel of his/her choice. The Company will reimburse the Team Leader/ Leader for reasonable legal expense.

The Company will decide in its sole discretion, the extent to which it will pay any fines and whether any disciplinary action will be taken.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our discussions during negotiations regarding the new Workplace Discrimination and Harassment Policy currently being developed.

We will be completing discussion with representatives of all stakeholders in the next few months with the intention to introduce the policy no later than December 1, 2006.

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Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

This will confirm our understanding with respect to employees who are off work and in receipt of income replacement benefits under the statutory accident benefits provisions of the Insurance Act.

Such employees will continue to accumulate continuous service and Years of Employment With Pay (YEWP's) as per the Pension Plan. Any such credited leaves will not exceed those outlined in Article 11.24 of the Collective Bargaining Agreement.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Mr. Rocco Portolesi, President, Local 6200

Dear Sir:

[REDACTED]
[REDACTED]
This will confirm our agreement with respect to the new Healthcare Benefits Protection Program.

We agree that the following will be included in the Program:

1. A generic rider will be added to the Group Plan for Prescription Drugs that specifies that if a brand medication is prescribed, the plan will pay for the amount equal to the lowest cost generic equivalent unless the physician specifies "no substitution", in which case the Plan will cover the cost of the prescribed drug.
2. A trial prescription program will be developed and introduced. This program will identify a list of medications with a potential for side-effects and providing that if any of the medications is prescribed for the first time, the recipient will first receive a one to two week supply, depending on the medication;
3. A 100 day supply rule for maintenance drugs prescribed by a physician will be introduced.
4. The recall period for preventative examinations and cleaning under the Group Dental Plan will be once every nine months and the plan will be amended appropriately.

[REDACTED]
[REDACTED]
Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 01, 2006

United Steelworkers, and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Portolesi, President Local 6200

During the course of our 2006 negotiations both parties recognized the need to review and update current language in our collective bargaining agreement.

The parties agree to establish a Language Review Committee for the duration of this Agreement consisting of two (2) employees appointed by the Local Union and two (2) persons appointed by the Company for the purpose of meeting every three (3) months and reviewing the current language and letters of agreement.

The role of the committee will be to update the current language. The Committee will prepare a final report outlining its' recommendations to their respective representatives, no later than December 31, 2008.

Yours truly,

Lou Pambianco
Production Assistant,
N.P.P.S.

June 01, 2006

United Steelworkers , and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Portolesi, President Local 6200

Mediated Arbitration

This will confirm our agreement to introduce, on a trial basis the following new process to try and resolve discharge grievances.

Mediation Process For Discharge Grievances

If a discharge grievance is referred to arbitration the party referring the grievance may, within fifteen (15) days of the referral, select an arbitrator from the panel to act as a special mediator.

The special mediator will meet with the parties and the grievor within thirty (30) days and make an effort to resolve the grievance. If the special mediator is unable to meet in thirty (30) days, the referring party shall select another arbitrator from the panel.

The special mediator will, in attempting to resolve the grievance, hear representations from the parties without formal evidence (i.e.: no reference to jurisprudence or use of sworn witnesses) being called and will provide them with his/her non-binding recommendation at the end of the day. The representations made on behalf of the parties will be without use of legal counsel.

The representations made by the parties and the recommended settlement of the special mediator will be without prejudice, or precedent. However, the parties may jointly request that the special mediator issue any settlement arrived at as an arbitrator's decision.

Failing resolution, the referring party may forward the grievance to arbitration and the parties may agree to have the special mediator sit as the arbitrator or select a new arbitrator from the panel.

This process will be in place until December 31, 2008, following which either party may give the other three (3) months notice of its desire to terminate this agreement.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 01, 2006

United Steelworkers , and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Recco Pertolesi, President Local 6200

Dear Sir:

This will confirm our understanding with respect to time off prior to third stage grievance meetings. The three elected members of the General Grievance Committee and an officer of the Local Union will, when required, be granted time off with pay at their applicable hourly rate plus any applicable shift premium, any applicable Cost of Living Allowance and any applicable Nickel Price Bonus for one hour immediately prior to the Stage Three grievance meetings for the purpose of reviewing the grievance to be dealt with at the meeting.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Portolesi, President Local 6200

Dear Sir:

This will confirm our understanding with respect to payment of a certificate allowance to certain stationary engineers.

If a stationary engineer possesses a Government Certificate which carries a higher rating than the certificate required for his occupational classification, such stationary engineer shall, when working in such occupational classification, receive a certificate allowance equivalent to having his applicable hourly rate increased by one (1) pay step.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Portolesi, President Local 6200

Dear Sir:

This will confirm our agreement that any employee with recall rights who was laid off and rehired after his recall rights expired will have his anniversary of employment recalculated using his prior continuous service. The recalculated anniversary date will be applicable only to the determination of regular vacation entitlement under section 15.01 of the Collective Bargaining Agreement. The provisions of this letter shall be effective January 1, 1992.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Portolesi, President Local 6200

Dear Sir:

This will confirm that the Company will continue its existing policy with respect to the right of an employee to refuse to perform unsafe work.

If the employee has reason to believe that any work, workplace, equipment or machinery is likely to cause a danger to himself, the employee has a right to refuse to perform the work or operate the equipment or machinery.

An employee shall not be disciplined or suspended without pay for exercising such right.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Portolesi, President Local 6200

Dear Sir:

This will confirm our agreement with respect to the application of Article 11.32 of the Collective Bargaining Agreement during a lawful strike.

An employee who is on probation when a lawful strike begins will not continue to accumulate time towards the completion his/her probationary period during the strike. The employee's probationary period will resume when he/she returns to work following the strike and upon completion, the employee will then be credited with continuous service from the date of hire.

Yours truly,

Lou Pambianco
Production Assistant
N.P.P.S.

June 1, 2006

United Steelworkers and
Local 6200, United Steelworkers
87 Clarence Street West, Suite 2
Port Colborne, Ontario

Attention: Rocco Pertelesi, President Local 6200

Dear Sir:

Re: Welding

As a result of discussions between the Company and the Union, the Company agrees to continue the practice of assigning only bargaining unit employees who hold the classification (stencil) of Welder Fitter, Welder Fitter Leader, or Welder Fitter Specialist to perform welding work requirements, including tack welding.

In addition, the Company and the Union agree to review the feasibility of adding basic agreed-to welding skills to the Industrial Tradesman classification. If, following this review, the Company includes basic welding skills in this classification, it will be covered by this letter.

It is agreed that the addition of the basic welding skills to the Industrial Tradesman classification will result in a one job class upgrade immediately upon such addition. The actual rate for this classification may be increased further following C.W.S. evaluation but any such increase shall take into consideration the one job class increase granted above.

Yours very truly,

Lou Pambianco
Production Assistant
N.P.P.S.