

COLLECTIVE AGREEMENT

BETWEEN

DICKENSON
MINES LIMITED
BALMERTOWN, ONTARIO

AND

UNITED
STEELWORKERS
OF AMERICA

LOCAL 950

Effective April 1, 1990
to March 31, 1993

00112 (03)

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**Statement of Joint Health and Safety Philosophy
at the A.W. WHITE MINE IN BALMERTOWN, ONTARIO**

The management of Dickenson Mines Limited and the executive of Local 950, United Steelworkers of America **recognize** that the environment, the safety and health of their people, and the conservation of their physical, emotional and mental resources are equally as important as our mineral resources, for without trained personnel, the job of converting the raw material in the ground to the finished product would never get done.

The Company and the Union working jointly, accept the responsibility of training all of the work force to work safely, of providing a safe working environment in every part of the operation so that the employees can carry out their duties without danger or injury to themselves or others, and without risk of industrial disease. The individual's responsibility is to follow proper procedures and practices as trained and to use correct personal protective equipment provided at all times.

The two parties agree to establish a joint committee that will work to implement this statement of philosophy and to foster an ongoing spirit of cooperation in a joint approach to all issues relating to environment, health and safety. The parties accept their responsibility to maintain an on-going, vigorous program to reduce to the lowest possible level, all forms of loss or injury. The two parties encourage all of their employees to adopt a safety consciousness that will enable them to carry out their duties safely and to care for the safety of **their coworkers** and other fellow employees.

B. Bried
Mine Manager

M. Murphy
President — Local 950

ARTICLE 1

SCOPE

1.01 This Agreement is entered into by the Union on its own behalf and on behalf of all employees of the Company save and except shift bosses, foremen, office staff, employees in the engineering and geological departments, students not hired as temporary replacements for regular bargaining unit employees during vacations, security guards and warehouse staff.

1.02 Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender, unless the context requires otherwise.

1.03 Except for the Assistant Assayer, Refiner and Amalgamators, non-bargaining unit personnel shall not perform work on any bargaining unit job except for training or instruction, relief, experimental work, testing new machinery or equipment, or assisting employees in testing repaired machinery or equipment, or under emergency conditions, which if not performed might result in bodily injury or loss or damage to material, machinery, or equipment, or in situations affecting production where all attempts to obtain qualified bargaining unit personnel have been exhausted.

ARTICLE 2

RECOGNITION AND ADMINISTRATION

2.01 The Company **recognizes** the Union as the sole collective bargaining agency for all employees of the Company in the bargaining unit described in Article I above, with respect to rates of pay, hours of work and all other working conditions.

2.02 The Company further **recognizes** that while the United Steel-

workers is the only party to this Agreement, the general administration of the terms of this Agreement by the Union **will** be carried out on its behalf by Local **950** of The United Steelworkers of America.

ARTICLE 3

NO DISCRIMINATION

3.01 (a) It is agreed that there shall be no discrimination by the Company or the Union against any employee because of his affiliation or non-affiliation with any Union, or because of his race, colour, political affiliation, sex or religious creed.

3.01 (b) it is further agreed that there will be no Union activity during the working hours, except as outlined under the grievance procedure. This clause shall not be construed to prevent employees from engaging in casual conversation relating to Union affairs.

3.01 (c) Without the consent of the Mine Manager or his **delegate** and except as provided in clause **(b)** of this Article, there shall be no solicitation of employees on Company property for membership in, support of or contribution to any **organization** or group of persons regardless of the aims, purposes, policies of any such **organization** or group.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 The Union agrees that the Company has the exclusive right and power:

(a) generally to manage and operate the enterprise; to plan, direct and control the enterprise; to locate, extend, curtail or cease opera-

tions; to hire, assign and determine the number of men required for any and all operations; to determine the kinds and location of machines, tools and equipment to be used and the schedules of production; to determine working procedures and property protection measures and enforce same;

(b) to direct the work force: to be judge of the qualifications of the employees; to maintain order, discipline and efficiency; to make, alter and amend rules of conduct and procedure for employees;

(c) to classify, transfer, promote, demote, lay off, discharge, suspend or discipline employees for just cause, provided, however, that the exercise of any of these rights in conflict with the provisions of this Agreement shall be subject to the grievance procedures herein.

4.02 Work performed by employees of the bargaining unit shall not be contracted out to persons outside the bargaining unit without prior consultation with the Union. The Company may contract out work not performed by **employees** of the bargaining unit, but the Company will endeavour to employ members of the bargaining unit on such work wherever possible. It is understood that contracting out shall not in any way cause a member of the bargaining unit to be transferred, lose income or to be laid off.

The Company will notify the President of Local **950** or his designate. of United Steelworkers of America, in writing of projects to be contracted out, with information as to the scope and length of such work and the number of contractor employees expected on the property, prior to the placement of the contract.

Where a contractor performs work for which he has been hired or which he has contracted or subcontracted, the Company shall pay back to Local **950** the equivalent of all dues provided for in Article **17**. All of the contractors' employees will be paid a rate not less than the equivalent rates for the bargaining unit employees.

In the event the contractor does not fulfill the provision of this Article, the Company will terminate the contract.

ARTICLE 5

CESSATION OF WORK

5.01 In view of the orderly procedure for the settlement of complaints and grievances, as established herein, the Union, its officers and agents and the employees agree that there will be no strike, sit down, slowdown or stoppage of work.

5.02 In case any of the aforementioned acts restricting or eliminating production should occur in violation of the above, the Company shall have the right to discharge any or all of the employees taking part in such act or acts. Any disciplinary action taken by the Company under this clause shall be subject to the grievance procedure herein.

5.03 The company agrees it shall not engage in any lockout.

ARTICLE 6

UNION STEWARDS AND COMMITTEES

6.01 Stewards who must be employees of the Company with seniority status may be chosen by the Union and shall not exceed one for each twenty-five employees with a minimum of six stewards. The duties of the stewards will be to receive, investigate and attempt to adjust grievances as outlined in the grievance procedure.

6.02 There shall be a mine grievance committee.

6.03 The Company shall be notified in writing by the proper officials of the Union, of the names of the stewards and the members

of the mine grievance committee, and of any changes in same before the Company will **recognize** them.

6.04 It is agreed that the grievance procedure will, as far as possible, be carried on outside of working hours, so as to reduce loss of production and wages to a minimum. The Company will not pay employees for time lost under this grievance procedure except for conferences called or agreed to by the Company during an employee's normal working hours.

6.05 If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, he must arrange with his foreman or shift boss to **be off** at a time which will least interfere with the work.

6.06 If an investigation of a grievance involves the steward entering any department or section of the mine or mill, other than at his **authorized** working place, or if it involves the investigation of the conditions of **a working** place or of equipment, he will be accompanied on such investigation by the foreman or shift boss in the department, place or section concerned. The steward shall be given an opportunity to have a private conversation with the employee involved.

ARTICLE 7

ADJUSTMENTS OF COMPLAINTS AND GRIEVANCES

7.01 The **parties** agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees and Union representatives are, therefore, urged to try and settle their complaints with the shift boss or foreman, or top line management if necessary, as soon after they originate as possible, before proceeding with the formal grievance procedure.

7.02 Should any differences as to the meaning or alleged violation of the provisions of this Agreement arise between the Company and any Employee, an earnest effort should be made to adjust such differences, using the approved company-supplied grievance form, in the following manner:

STAGE ONE:

The employee concerned will notify his shop steward, who shall within five **(5)** days of the event giving rise to the grievance, present the grievance in writing on his behalf to his immediate supervisor, with or without the employee concerned being present. The parties agree that every effort will be made to clearly specify the provision or provisions of the Agreement which have allegedly been violated. Failing settlement within two **(2)** days, the matter may be referred to Stage Two within an additional two **(2)** days.

STAGE TWO:

The shop steward and/or member of the grievance committee shall submit the grievance in writing to the department head. Within five **(5)** days of receipt of the written Stage Two grievance, the department head, the **grievor's** immediate supervisor, the **grievor** and his shop steward and/or member of the grievance committee and any other persons with direct knowledge of the matter, shall meet to discuss and **endeavor** to settle the grievance.

Within ten **(10)** days of the receipt of the written Stage Two grievance, the Company shall reply to the grievance.

Failing a satisfactory settlement at Stage Two, the grievance may, within five **(5)** days of receipt of the Company's reply, be referred to Stage Three.

STAGE THREE:

The chairman of the grievance committee will advise the Mine Manager, in writing, that the grievance has been advanced to Stage Three. Within five **(5)** days of receipt of the letter, the Mine Manager

and/or his representative(s) will meet with the grievance committee, at which time the **grievor**, Union witnesses and/or Company witnesses may appear before them and give evidence regarding the dispute. Failing a satisfactory settlement or reply within five (5) days of the meeting, the grievance may be referred to arbitration within **twenty-one (21)** days from receipt of the Stage Three reply.

7.03 Any differences as to the meaning or alleged violation of this Agreement arising directly between the Union and the Company (other than contract renewal discussions and grievance under **7.01** and **7.02** herein) may be submitted by either party to the other at Stage Three, in writing, within **30** calendar days of the date the difference arose.

7.04 In determining the time limits set out in this Article, and in Articles 6 and 9, Saturdays, Sundays, statutory holidays, regularly scheduled days off, vacation and leaves of absence shall be excluded. Any and all time limits fixed by this Article may be extended by mutual **agreement**, in writing, between the Company and the Union. In view of this provision, Section **44(6)** of the Labour Relations Act shall not apply to this Agreement.

7.05 If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended by mutual agreement, in writing, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

7.06 The grievance procedure shall be carried out on the Company's property or at such other place as the Union and the Company shall mutually agree upon.

7.07 If it is not practicable to follow all steps in the grievance procedure because some department may have no Company representative, then the next stage may be proceeded to.

This information is for general use only, and is not to be construed as

amending or modifying, in any respect, Article 7 (Complaints and Grievances).

DATE OF **INCIDENT**

STAGE ONE

Grievor has five (5) days. Submit a grievance. Foreman has two (2) days to answer. **Grievor** has an additional two (2) days to proceed to:

STAGE TWO

Grievor and department head meet within five (5) days. Department head replies within ten (10) days of receipt of the grievance. **Grievor** has an additional five (5) days to proceed to:

STAGE THREE

Grievance committee/manager meet within five (5) days. Mine Manager gives answer within five (5) additional days. **Grievor** has twenty one (21) additional days to proceed to arbitration. Saturdays, Sundays, statutory holidays, regularly scheduled days off, vacation and leaves of absence are excluded from the days above.

ARBITRATION

ARTICLE 8

DISCHARGE CASES

8.01 If an employee is discharged and if he believes the discharge is in violation of this Agreement, he may have his grievance **taken** up under the grievance procedure herein, starting at Step 3, if presented in writing within five (5) days after the date of the discharge, and not otherwise.

8.02 If it should be settled finally in his favour, the employee shall

be reinstated and paid his wages at his regular basic rate (less amounts earned during the time lost) for the time lost since the date of the discharge, **limited** to a maximum of the employee's regular hours per week at **his** regular rate per hour.

8.03 Where an employee's grievance against his discharge or **discipline** duly comes before an arbitrator, the arbitrator may make a ruling:

- (a) confirming the Company's action, or
- (b) reinstating the employee with compensation for the time lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case) or
- (c) disposing of the grievance in any other manner which may be just and equitable.

ARTICLE 9 ARBITRATION

9.01 Any arbitration case originating under the grievance procedure herein may be submitted to arbitration by one party notifying the other party in writing twenty-one (**21**) calendar days from the date the matter could have been settled under the regular grievance procedure herein.

9.02 In any case in which an arbitration shall be required under this Agreement, the arbitrator shall be selected from the panel in

Section **9.03** of this Agreement. Any member of the panel, who has been requested in his turn to act as arbitrator, and is unwilling or unable to act, shall not again be requested to act until his name comes up again on the regular rotation of **the** panel.

9.03 For the duration of this Agreement, the panel of arbitrators shall be:

- (1) **M. Teplitsky**
- (2) **E. Palmer**
- (3) **K. Burkett**
- (4) **G. Simmons**

9.04 Should none of the panel be available to act within sixty (60) days, then the Ontario Ministry of Labour shall be requested to appoint an arbitrator.

9.05 Arbitration cases shall be heard at Dickenson or at such other places as the parties shall mutually agree upon in writing.

9.06 Each party shall pay all expenses incurred in connection with the preparation or representation of its own case, **including** the fees and expenses of its own witnesses. The parties bear an equal share of the expense of the arbitrator. The parties shall make every reasonable effort to expedite the arbitration of grievances.

9.07 It is further understood that in no event shall the arbitrator have jurisdiction or authority to (a) add to, subtract from, modify, nullify or in any way change the provisions of this Agreement: (b) establish new wage schedules or change existing wage schedules or wage rates for specific job classifications.

9.08 Each party shall be entitled to be represented by counsel or otherwise, and to present evidence to cross-examine the witnesses of the other party, and to present arguments orally and/or in writing. When written arguments are submitted, each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with an arbitrator, a copy shall, at the same time, be sent or given to the other party.

9.09 The findings of the arbitrator shall be conclusive and binding upon all the parties concerned.

9.10 The arbitrator shall be requested to give his award within a period of fifteen (15) days after the close of the hearing.

9.11 No person who has sat in on meetings and efforts to settle the grievance may be appointed as an arbitrator in the case.

ARTICLE 10

SENIORITY

10.01 There shall be one type of seniority, namely, mine seniority.

10.02 Mine Seniority

Relative ranking of employees shall be established by length of continuous service with the Company from date of last hiring.

10.03 Application of mine seniority

In all cases of lay-offs for more than three (3) consecutive shifts because of lack of work or a general curtailment of operations, the Company shall consider the two following factors:

(1) Mine Seniority ranking of the employees in the department affected.

(2) The requirement and efficiency of the operation and the ability, knowledge, training and skill of the individual to fill the normal requirements of the job. When in the **judgement** of the Company, which shall not be exercised in an arbitrary or discriminatory manner. factor (2) is approximately equal as between two or more employees, their relative mine seniority shall govern.

10.04 (a) In all cases of promotion to fill a vacancy, other than a promotion of a temporary nature, and in all cases of demotion or transfer, the following two factors shall apply:

1) The mine seniority ranking of the employees shall be considered.

2) The requirements and efficiency of the operation and the ability, knowledge, training and skill of the individual to fill the normal requirements of the job will also be considered.

When, in the **judgement** of the Company, which shall not be exercised in an arbitrary or discriminatory manner, factor (2) is approximately equal as between two or more employees, their relative mine seniority shall govern.

10.04 (b) When a vacancy of four (4) weeks or greater occurs within a

- department, which the Company intends to fill. a notice of such

*vacancy shall be posted on all department bulletin boards for four (4) working days.

If there is a successful applicant, he will be placed in the vacancy for a trial period not exceeding ten (10) working days, and he will be paid the regular hourly rate for the job for all time spent on that job. If the employee is unable to perform the normal requirements of his new job to the reasonable satisfaction of the Company during his trial period, he will be returned to his former job at his former rate of pay, as will any other employee who was promoted or transferred because of the initial placing. It is **recognized** that certain jobs require more than ten (10) working days trial period. The Company and the Union will draw up a list of such jobs and the additional number of days required.

The Company shall not be required to post a vacancy caused by the bid of a successful applicant.

If there is no applicant for a posted job or if there is no successful applicant, the Company may fill the vacancy from within or outside the

bargaining unit.

An employee who is the successful applicant for a temporary position that exceeds four (4) weeks shall be returned to his previous position when the normal incumbent of the position returns to fill the position.

10.04 (c) A successful applicant to a permanent job posting need not be considered for another posting for a period of six (6) months from the date he became a successful applicant.

10.05 Bargaining Unit Employees who become incapable of performing their job due to ill health or injury will be accommodated by re-classification or transfer where and when a position opens which the employee is capable of performing. Such accommodation shall not be deemed to be a breach of Article 10.

10.06 Recall from Lay-Off

Employees laid off will be recalled in inverse order, provided they can perform the work that is available. The Company shall notify employees as required by registered mail. The employee will be required to report for work within seven (7) calendar days from the receipt of notice of recall to his mailing address. It will be the responsibility of the employee to notify the Company of his mailing address.

10.07 Loss of Seniority

An employee shall lose all seniority and his employment shall be deemed to be terminated if he:

(a) voluntarily quits;

(b) is justifiably discharged and not reinstated under the grievance or arbitration procedures;

(c) uses a leave of absence for a purpose different than that for which the leave of absence was granted, unless an employee provides a satisfactory reason;

(d) is laid off for more than twelve (12) consecutive months without being recalled from layoff. All laid off employees will have an additional twelve (12) months recall rights without seniority.

(e) having been laid off, fails to notify the Company and report to work in accordance with Article 10.07, provided this clause shall not apply where the employee:

1) refuses a recall for temporary work: that is, work for a period of four (4) calendar weeks or more, or

2) is unable to report for work because he is suffering from illness or accident, in which case the provisions of clause (f) apply;

3) refuses recall to a lower rated job. In this case, the employee will lose future claim to the job which he has refused to accept.

(f) is absent from work due to illness or accident for a period equal to his mine seniority or for twenty-four (24) consecutive months, whichever is the shorter of the two, provided that each such case shall be discussed by the parties, who may agree to extend such period in a particular case where it appears that the employee will recover and be available for work within a reasonable time after the end of such period;

Effective April 1, 1987, where an employee has five (5) or more years mine seniority at the commencement of his absence, the twenty-four (24) consecutive months shall be increased to thirty-six (36) consecutive months.

(g) is absent from work without justifiable reason for more than four (4) consecutive working days without notifying the Company;

(h) retires or is retired on pension.

(l) works as a relief supervisor for more than sixty (60) working days per year or takes a permanent position outside the bargaining unit.

10.08 Illness or Accident

Except as provided in Article 10.07(f), an employee shall not lose seniority because he is absent from work due to his proven illness or accident and his mine seniority shall continue to accumulate during such absence.

10.09 (a) Personal Leave -- An employee will be granted leave of absence for personal reasons, having due regard to the Company's operational requirements, provided such request is made in writing, reasonable notice of request is given to the Company and the reasons for requesting the leave of absence are stated.

The writing mentioned in this clause shall not be necessary in case of bereavement leave under Article 18 or when an employee is given casual time off.

10.09 (b) Leave for Union Business -- Not more than 12 employees at one time from all departments will be granted a leave of absence if selected to attend Union business under the following conditions:

- 1) The Union will endeavour to give the Company one week's notice of leave of absence but it is **recognized** that this is not always possible. In such cases, the Union will give the Company as much notice as is possible.
- 2) The leave of absence will be granted for a period not to exceed two weeks.
- 3) It is understood that the Company is entitled to maintain a qualified work force in all departments and any differences or difficulties arising out of the administration of this clause will be settled between the Mine Manager, or his designated

alternate and the President of Local 950, or his designated alternate.

10.09 (c) One employee during the life of the Agreement will be granted a leave of absence for up to one year if employed by the Union or Workers' Compensation Board of Ontario, without loss of seniority. Any request for a leave of absence will be in writing and, if an employee works for some other employer while on leave of absence, he will lose all seniority unless there was an understanding in writing in relation to such work. During such leave of absence, Company benefits will continue, with the exception of the provisions of Company housing.

10.10 Seniority Lists

The Company will post on all department bulletin boards, a list showing the mine and departmental seniority date of each employee in said department. This list will be corrected and brought up **today** on October 1, January 1, April 1, and July 1, each year. A copy of the seniority list shall be given to the Union. The departments are (1) underground (2) mill and assay (3) mechanical (4) electrical (5) surface general. The seniority date shall be considered approved and binding **for each** employee listed thereon after fourteen (14) days from the date of posting. Any employee who believes that the date shown for him is incorrect, may issue a complaint and file a grievance at any time within said fourteen (14) day period. An employee who is off work because of lay-off, illness, injury, leave of absence or vacation at the time such list is posted will be entitled to protest the dates shown for him, **and file a grievance at any time within fourteen (14) days following** the date of his return to active employment with the Company.

10.11 Probationary Employees - Probationary Period

A new employee will have his name added to the seniority list when he becomes a regular employee at the end of the probationary period of forty (40) days at work. His name will be added as of his first date of employment. Employees shall be regarded as probationary em-

employees until their names have been placed on the seniority list. There shall be no responsibility for the **re-employment** of probationary employees if they are laid off or discharged during this period.

10.12 Special Training

Notwithstanding anything **to the contrary** in the Agreement, the Company, after prior consultations with the Union and the employees involved, shall have the right from time to time to employ certain individuals not exceeding at any time **5%** of the total employees with a maximum of **10** who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company, or for future service other than to the Company, and to promote, demote or transfer such individuals, engage, retain or dispose of their services and direct their efforts free from any limitations provided in this Agreement, provided, however, that no such individual shall be assigned to take over the job occupied at the time by an employee outranking such Individual for promotional purposes if such assignment would result in the demotion of such employee.

ARTICLE 11

HOURS OF EMPLOYMENT AND OVERTIME

11.01 The regular workweek for all underground and surface employees, excepting employees on continuous operations, will be forty **(40)** hours per week, commencing Monday and terminating on Friday.

11.02 Underground

Hoisting and lowering schedules at the Company's mine will be arranged to provide for approximately eight **(8)** hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen **(15)** minutes which do not occur consistently shall be disregarded. Delays in such schedules in excess of fifteen **(15)** minutes

shall be considered time worked and shall be paid for on the basis of time and one-half of the employee's regular hourly rate. Such payment, however, shall not be made when the delay was beyond the control of the Company, such as breakdown of equipment, or accident, or caused by a third party over whom the Company has no control, and in case of such a delay, an employee will be paid at his regular, straight-time hourly rate for the delay.

11.03 Three-Shift Work

Eight (8) hours at the working place shall constitute a shifts work. There will be an allowance of thirty (30) minutes for lunch during each shift, but employees will be under the Company's orders during this lunch period and will be expected to maintain supervision of their equipment and machines. If the requirements of the Company are such that the employee cannot be given his allowance of thirty (30) minutes for lunch, then the Company shall provide a relief man between the fourth and sixth hour of the shift to allow the employee thirty (30) minutes to eat.

11.04 Surface Day Shift

The working shift *for surface* day shift employees, except those on continuous operations shall be eight (8) hours at the working place. There will be an allowance of thirty (30) minutes for lunch during each shift, but employees will be under the Company's orders during this lunch period and will be expected to maintain supervision of their equipment and machines.

11.05 Continuous Operations

(a) The work week for employees on continuous operations will average forty (40) hours per week over a cycle of four (4) weeks.

(b) For the purposes of this Agreement, the expression "continuous operations" means those parts of the Company's operations which, once commenced, normally continue day and night without interruption over a cycle of four (4) weeks, unless interrupted by operating

conditions or altered by agreement between the parties. Jobs in this category are compressor operators, solution operators, solution help **ers**, **ballmill** operators, crusher operators, cagetenders, chute pullers and hoistmen. Employees in any of the above-mentioned jobs may, from time to time, because of operating conditions, be required to work a seven (7) day period in seven (7) calendar days.

(c) Overtime will be paid as follows: - Subject always to legislation, overtime will be distributed, so far as is reasonably practicable, among the employees who usually perform the work in question, but shall not **apply**:

- in case of emergency where life or property is in danger or
- to repair or maintenance work which is necessary for normal production.

(1) Overtime at a rate of one and one-half times an employee's regular hourly rate shall be paid for all time actually worked by him in excess of his regularly scheduled hours per day.

(2) Overtime at the rate of time and one-half an employee's regular hourly rate will be paid to those employees who are on continuous operations and who meet the following conditions:

- 1) Works seven consecutive night shifts, will be paid overtime if he works on the **8th** or **9th** shift.
- 2) Works seven consecutive afternoon shifts, will be paid overtime if he works on the **8th** shift.
- 3) Works six consecutive day shifts, will be paid overtime for **the 7th shift and will be paid overtime** if he works any shifts until his return to night shift.

(d) Time worked by an employee in any department or operation on a paid statutory holiday will be paid for at the rate of time and one-half

his regular hourly rate. In addition, he will be paid for the holiday, provided he is entitled to holiday pay under Article 13.

(e) Whenever a paid statutory holiday falls within a normal work week and on a day on which an employee would have been scheduled to work but for the holiday, his normally scheduled hours of work for that day shall be considered as time worked for the purpose of calculating his overtime pay, provided he is entitled to holiday pay under Article 13.

(f) When a paid statutory holiday falls on an employee's regularly scheduled day off, the employee shall be given an additional day off in lieu thereof on some day which is mutually agreeable to the employee and his immediate supervisor, provided the employee is entitled to holiday pay under Article 13. The Union will be notified in writing of such day off.

(g) When an employee is scheduled to work a statutory holiday, the employee shall have the option to be paid for that statutory holiday at time and one-half or he shall be given an additional day off in lieu thereof on some day which is mutually agreeable to the employee and his immediate supervisor, provided the employee is entitled to holiday pay under Article 13. The Union will be notified in writing of such day off. The employee must indicate his choice of option in writing to the Company at least seven (7) days prior to the statutory holiday. No written response from the employee will be taken to indicate that the employee wishes to be paid for that statutory holiday.

11.06 For the purpose of establishing pay periods, the work week shall start on Monday at 7:00 a.m.

11.07 In scheduling work, if it is necessary to alter an employee's regular scheduled shift, the Company will give forty-eight (48) hours notice of change, except in unforeseen circumstances beyond the Company's control. Overtime rates as set out herein shall apply to the

first altered shift when insufficient notice is given.

11.08 (a) Call-Out Time

An employee called out for emergency work after leaving the Company's premises shall be entitled to be paid for four **(4)** hours at his applicable hourly rate regardless of the time worked, or to the pay which he is otherwise entitled in respect to the time worked on such call-out, whichever is greater. When an employee works overtime prior to **the commencement** of his shift, he shall not be **deemed** to have been called out under this clause and shall be

. paid for that overtime in accordance with the other provisions of the Article.

(b) When an employee is called out after midnight and does not work his regular full dayshift, overtime entitlement shall be calculated as if the employee has worked 8 hours.

(c) An employee called out shall be entitled to an eight **(8)** hour rest period from the time he leaves the property after completing the call-out work. If any portion of the rest period falls during his normal scheduled **shift** he shall be paid as if he had worked those hours as long as he works the balance of his normal scheduled shift.

11.09 Reporting Time

When an hourly paid employee, because of failure of the Company to inform him by **notice** or otherwise that **no work will** be available, reports to work on schedule, in good faith, and is advised that there is no work available at his regular job, he shall receive four **(4)** hours' pay at what would have been his applicable hourly rate provided he performs such other available work which may be assigned to him. If there is no such work available, such four **(4)** hours' pay shall not be considered as hours worked for the purpose of applying the overtime provisions in the Article. The provisions in this paragraph shall not apply:

(a) when an employee has been absent from his regular work period

and has failed, before reporting for work, to inform his foreman or such other supervisor designated by the Company for this purpose of his intention to return; or

(b) when the non-availability of work is due to conditions beyond the control of the Company.

11.10 Employees on **3-shift** operations or continuous operations will remain on the job at the end of their shifts until their relief arrives or until other arrangements are made for relief by the Company. The company will make all reasonable efforts to obtain relief as soon as possible. When an employee working on a continuous operation will be unable to report as scheduled, or will be unable to report for work on time, it is his responsibility to telephone, or otherwise notify the Company as early as possible prior to his starting time and in any event, at least one **(1)** hour prior to starting time if possible, so a suitable substitution can be arranged.

11.11 The hours of work for employees are stated for the purpose of calculating overtime and shall not constitute a guarantee of any hours of work.

11.12 Pay on Day of Injury

If an employee is injured at his work and is thereby incapable of completing his shift, he must report to First Aid, and the Company will pay him at his applicable rate of pay for the balance of his shift on the day of injury. The Company will supply suitable transportation to and from the mine and hospital or medical clinic.

11.13 Any employee who has or will be required to work two **(2)** or more hours of overtime at the end of his regularly scheduled shift, shall be provided with a meal. Any employee who has worked or will be working in excess of two **(2)** hours on an unscheduled call-out shall be provided a meal.

11.14 The company **recognizes** that employees who live outside

Balmertown and who do not drive to work may have difficulty **arranging** transportation home if **they' work** overtime. The Company will arrange or pay for an employee's transportation after he has worked an overtime assignment, if no other means of transportation, such as with other employees, can be arranged. No employee will be reimbursed unless he has completed a form at the gate house and made every effort to arrange transportation on his own.

ARTICLE 12

WAGES AND PREMIUMS

- 12.01** (a) The Company agrees to pay and the Union agrees to accept the basic wages listed in the attached Schedule "A".
- (b) The Saturday, Sunday and shift premiums are set out at the end of Schedule "A".
- (c) The Cost of Living Adjustment is set out in the attached Schedule "B".

ARTICLE 13

STATUTORY HOLIDAYS

13.01 Should an employee who otherwise qualifies to receive statutory holiday pay be required to work on any of the following: New Year's Day, Heritage Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, he shall be paid in accordance with Article 11.05 (d).

Each employee shall be entitled to three (3) floating days in each contract year, to be mutually agreed upon by the employee and his supervisor, provided the Company is given one (1) weeks notice

(seven (7) calendar days) in writing on a form to be provided. Such floater days must be taken in the contract year.

13.02 (a) Employees covered by this Agreement, who have completed thirty (30) calendar days of employment with the Company, and who do not work on any of the aforesaid statutory holidays will be paid a regular day's pay for a statutory holiday, calculated at regular hours per day at the applicable rate. However, an employee shall not qualify for statutory holiday pay for any of the following reasons:

(1) He has been assigned to report for his regular work on a statutory holiday and he had failed to report.

(2) He has been absent from work on his last regularly scheduled shift before a statutory holiday or his first regularly scheduled shift after a statutory holiday, provided that if an employee is absent on either of such days by reason of leave of absence granted to him under Article 10.11 (a), or if such absence has been expressly excused by the Mine Manager or his delegate in a particular case, the employee shall not lose pay for the holiday in question.

(3) He does not provide the Company, in either of the above circumstances, with a satisfactory medical certificate giving a valid reason for his absence.

(4) He has been off because of personal illness or accident for a period of more than twenty (20) days prior to a statutory holiday.

(b) If an employee fails to notify the Company in advance of his regularly scheduled starting time that he will not be reporting for work on the days mentioned in items (1) or (2) of clause (a) above, not only will he be disqualified for pay for the holiday in question, but he will also be liable for discipline for failure to notify the Company in advance of

his regularly scheduled starting time.

ARTICLE 14

VACATIONS WITH PAY

14.01 Employees who are on the payroll and who have been employed continuously for the following periods shall be eligible for annual vacations and for payment for same as stated:

(a) (1) New employees who have completed six (6) months service shall be entitled to five (5) working days vacation with payment of four percent (4%) of their earnings.

(2) Employees who have completed one or more but less than five (5) years of service with the Company shall be entitled to ten (10) working days vacation with payment of four per cent (4%) of their earnings.

(b) After five (5) years of service - fifteen (15) working days vacation with payment of six per cent (6%) of their earnings.

(c) After eight (8) years of service - twenty (20) working days vacation with payment of eight per cent (8%) of their earnings.

(d) After fifteen (15) years of service - twenty-five (25) working days vacation with payment of ten per cent (10%) of their earnings.

(e) After twenty (20) years of service-thirty (30) working days vacation with payment of twelve (12%) of their earnings.

14.02 Employees must take their two (2) week vacation time entitlement each year. Additional vacation time, if any, must also be taken in the year for which it was earned or it will be considered lost unless special arrangements have been made, in writing, with the Company.

14.03 Vacation pay shall be paid to each employee by separate cheque at the time he goes on vacation. The Company will pay out vacation pay to all eligible employees on the first pay day in July.

14.04 The Company will be the final judge of the time of vacation. When two (2) or more employees desire to take their vacation at approximately the same time and all cannot be spared, then the choice of vacation will be given to the employees with the most seniority.

14.05 For the purpose of this Article, "earnings" means the normal wages of the employee immediately preceding his vacation, plus overtime premiums and all incentive or bonus earnings, and in calculating vacation pay, no account shall be taken of any vacation pay previously paid.

14.06 A winter vacation bonus of \$175.00 will be paid for each full week of vacation taken between November 1 and March 31. Winter vacation bonus will not apply during the last two weeks of December and the first week in January.

ARTICLE 15

BULLETIN BOARDS

15.01 The Company agrees to provide six (6) bulletin boards at the gate house, shaft house, mine dry, surface dry, mill lunch room. and machine shop area for the purpose of posting Union notices and official papers. All such notices shall be signed by the Union President or his Designate.

15.02 In view of this method for notification of employees, the Union agrees that there will be no **unauthorized** distribution or posting of pamphlets or handbills on the premises of the Company by the Union or Local 950, or its representatives or members.

ARTICLE 16

SAFETY AND HEALTH

16.01 The Company, Union and Local Union acknowledge their common concern for maintaining a safe and healthy work environment. In order to attain these conditions into a clearly understood and accepted "Safety and Occupational Health Program" for all employees at work, it is agreed that joint and cooperative methods should be **practiced**.

16.02

a) To this end, a Joint **Health** and Safety Committee shall be established consisting of four (4) Company representatives and four (4) employees elected or appointed by the Union to represent the employees. The Union and the Company shall notify each other in writing of the names of their members of the Committee.

(b) The Company and the Union shall alternatively select the Committee Chairman, from amongst its members, to the Committee. A member of the Safety Department shall act as Secretary.

(c) The Committee shall meet during working hours at least four (4) times a year. Each meeting may be preceded by a tour of one (1) area of the operation as agreed upon by the Committee.

16.03 The Committee shall act as an advisory body to the Company and shall supplement the Company's Accident Prevention Department. The Committee shall be provided with copies of all safety procedures and may make recommendations to the Company for changes and additions to such procedures.

16.04 Time spent at Committee meetings on the part of those employees representing the Union shall be paid for at the employee's regular or premium rate as may be proper.

16.05 (a) The **Committee** shall receive minutes of each meeting and copies of all accident reports. Copies of mechanical, electrical and mining inspection reports by representatives of the Ontario Ministry of Labour shall be available.

(b) The Company will provide the Committee members with a copy of all **W.C.B.** accident forms.

16.06 In addition to the Committee referred to in **16.02**, there shall be three subcommittees, one in each of the Mine, Mill and Plant Departments. The practices outlined in **16.02** (a), (b) and **16.04** will apply except that membership on each subcommittee shall be limited to three **(3)** employees elected or appointed by the Union. Such subcommittees will meet at least twice each quarter.

16.07 (a) In recognition of the potential benefits which may accrue to not only the workforce but the Company as well, in the area of health and safety, the above parties agree to the creation of the position of full-time Worker Health & Safety Representative.

(b) This position will be created on a trial basis for the duration of the Collective Bargaining Agreement and will be reviewed at the end of that period. At that time, the above parties must mutually agree to continue this position.

(c) It is further **recognized** that the selection of the worker to perform this task will have an important and definite effect on the success or failure of this concept at our operations. Therefore, the Union will select four persons to be considered for the position of full-time Worker Health & Safety Representative and the Company will select the successful candidate, based on his/her knowledge and experience in the health and safety **fields**. The total remuneration shall be the highest paid hourly **rate** of the Bargaining Unit plus **one dollar per** hour.

(d) The Joint Health & Safety Committee will provide general direction to the incumbent, but the Worker Health & Safety Representative

will determine which particular workplaces he/she wishes to inspect on a day-to-day basis. The position reports to the Safety Department for administrative purposes.

(e) The Company will supply appropriate training to the successful candidate.

(f) It is further understood that should this position cease to exist or the incumbent decides to vacate this position, he/she will return to their former position without loss of seniority.

(g) There shall be an annual performance appraisal, however, the Worker Health & Safety Representative must continue to enjoy the confidence of the Joint Health & Safety Committee at all times and can be removed by the Joint Health & Safety Committee. The replacement will be selected as specified in Article 16.07(c).

16.08

(1) The Company will assist employees who wear prescription eye glasses with the purchase of safety glasses as follows:

(a) Pay the full cost of standard frames and prescription lenses on a one-time purchase basis.

(b) Pay the full cost of replacement lenses and/or frames on an "as required" basis where an employee can substantiate such a claim.

(2) Safety Apparel -The Company agrees to supply employees. on a loan basis, the following safety equipment. Employees will be required to sign for same and items not returned will be charged for:

Hard Hats and Suspensions Standard Safety Glasses

Hearing Protection (as required)

Respiratory Protection and Dust Masks (as required)

Miners' Safety Belts

Linemen's Gloves

Welders' Protective Clothing

(3) The Company will make a one-time payment on April **30th** of each year for **all** employees with three months service, to assist in the purchase of **muckers** and safety footwear. The total amount of the payment will be **\$110.00**.

(4) The Company will make a one-time payment on April **30th** for employees with three (3) months service to assist in the purchase of oilers and jackets for shaft timbermen, raise miners, timbermen, cagetenders, drift miners, cagetender helpers and **stope** miners. The amount of payment will be **\$175.00**. Effective April **30, 1991**, the Company **will** no longer make a one-time payment but instead will provide up to two (2) pairs of oilers and jackets per year to the employees who qualify under this clause.

(5) The Company will continue to supply coveralls, respirators and gloves to employees in the mill refinery.

(6) The Company will provide laundry service for only those employees whose outer work clothes must be laundered under the terms of the Occupational Health and Safety Act.

(7) **The Company will supply oilers and jackets for the use of employees** who go underground on an intermittent basis.

ARTICLE 17

UNION SECURITY

17.01 The Company **recognizes** the Union as the sole collective bargaining agent for all employees of the Company in the bargaining unit described in Article **1** above, with respect to rates of pay, hours of work and other working conditions.

17.02 The Company further **recognizes** that while the United Steelworkers is the only other party to this Agreement, the general

administration of the terms of this Agreement by the Union will be carried out on its behalf by Local **950** of the United Steelworkers of America.

17.03 (a) All employees covered by this Agreement shall, upon completion of thirty (**30**) calendar days of employment, sign a form **authorizing** the Company to deduct monthly dues from their wages and the Company shall carry out this deduction.

(b) All employees who have signed a dues deduction **authorization** form shall continue to have their dues deducted on a monthly basis as a condition of continued employment.

(c) It is also understood that the amount of monthly Union dues shall be in accordance with the constitution of the Union.

17.04 The dues deduction **authorization** shall be in the following form:

TO: DICKENSON MINES LIMITED
BALMERTOWN, ONTARIO

I hereby **authorize** the Company to deduct from my wages each month, the prevailing monthly dues as set out in my Collective Agreement and to remit the same to the Secretary of the United Steelworkers of America not later than the **10th** day of the month following the month in which such deduction is made.

It is understood that dues deduction is compulsory for all new employees upon completion of thirty (**30**) calendar days of employment.

SIGNED: _____

EMPLOYEE NO.: _____

DATE: _____

ARTICLE 18

BEREAVEMENT LEAVE

18.01 In the event of a death in his immediate family (mother, father, wife, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild), an employee may be absent for up to a maximum of five (5) consecutive calendar days and receive make-up pay for any of his regular scheduled shift(s) lost, provided the employee submits, when requested, proof of the death of the member of his immediate family.

ARTICLE 19

TRADES AND ENGINEERING CERTIFICATES OR QUALIFICATIONS

19.01 In the event that a tradesman or an engineer covered by the terms of this Agreement requires a Trades and Engineering Certificate of **Qualification** for the purpose of performing his assigned work, the Company shall pay the amount of the fee relating to such certificate or renewal thereof while the tradesman or engineer is in the employ of the Company. It is the responsibility of the new employee to apply for his certificate or for the renewal of the certificate and to pay the fee, and the Company will then reimburse the employee for the amount of it.

19.02 The Company will encourage and sponsor tradesmen in taking job-related courses and upgrading in their respective trades subject to the need of the Company.

ARTICLE 20

JURY AND CROWN WITNESS DUTY

20.01 A person who has been employed for not less than thirty (30) calendar days and who is summoned to serve as a juror or Crown witness and reports for such duty, will be paid an amount equal to the difference between the daily jury duty fee or witness fee paid by the court or the Crown (exclusive of any allowance for travelling or living expenses) for each day on which he reports for or performs such duty and on which he would otherwise be scheduled to work. The amount of such difference shall be calculated upon the employee's regular straight time hourly rate.

20.02 In order to receive payment under this Article, an employee shall give to his superintendent prior notice that he has received a summons or subpoena and shall furnish to the Company, proof that he reported for such duty on the days for which he claims payments and proof of the amount he received from the court or the Crown for performing such duty.

ARTICLE 21

DISCONTINUANCE OF OPERATIONS

In the event the Company determines that mine operations will be permanently discontinued, the Company will inform the Union and negotiate with the Union in good faith for a severance allowance plan in which seniority will play a significant role.

ARTICLE 22

BENEFIT PLANS

22.01 The Company will provide the following level of benefits under the Health and Welfare Program for the duration of this Agreement. The benefits set out in this Article are intended as a guide

for members of the Union. Specific provisions set out in the Plan Documents shall prevail except that where the level of benefits set out herein may differ from the Plan Documents then the benefit levels set out herein shall apply. The Company agrees to provide the Union with a copy of the Plan Document of plans purchased from private carriers.

22.02 Life insurance in the amount of **\$28,000**, reduced by fifty percent (**50%**) at age sixty-five (**65**). Coverage commences from the first day of work and ceases at retirement or termination of employment. The beneficiary may be changed at any time (subject to any applicable laws) on written application by the employee. This amount will be increased to **\$30,000** effective April 1, 1992.

The cost of this plan shall be paid by the Company.

22.03 Coverage in the amount of **\$28,000** on a non-occupational basis for accidental death. Coverage commences from the first day of the month following employment and ceases at retirement or termination of employment. This amount will be increased to **\$30,000** effective April 1, 1992. The aggregate limit of indemnity for all insured persons involved in any one accident is **\$1,000,000**.

The cost of this plan shall be paid by the Company.

22.04 Voluntary Accidental **Death and Dismemberment**

This plan allows members of the bargaining unit to purchase additional coverage and to provide accidental coverage for your spouse and dependant children. Coverage is offered to the employee on a non-occupational basis and to the spouse and children on an occupational and non-occupational basis if the Family Plan is elected. Coverage may be purchased in multiples of **\$25,000.00** to a maximum of **\$250,000.00**. Under the Family Plan, the spouse is insured for fifty percent (**50%**) where there are no other dependants, forty percent (**40%**) plus ten percent (**10%**) for each dependant child, or each child is insured for twenty percent (**20%**) (maximum **\$25,000.00**) if there is no spouse. The aggregate limit of indemnity for all insured persons

involved in any one accident is **\$1,000,000.00**.

The cost of this plan shall be paid by the employee.

22.05 Weakly Indemnity

Payable if you are away from work as a result of non-occupational accident, non-occupational disease, or pregnancy, from the first (**1st**) day in the event of an accident, sixth (**6th**) day in the event of sickness (**1st** day if hospitalized) and is payable for a maximum of fifteen (**15**) weeks.

The benefit payable is sixty-six and two-thirds percent (**66 2/3%**) of basic weekly earnings subject to a maximum equal to the maximum weekly benefit as defined by the U.I.C. (**1971**), as amended from time to time. The benefit for **1990** is **\$383.00** per week. Any reduction in Unemployment Insurance premiums, including the employee's portion, received by the Company will be shared through improved benefits.

The cost of the plan shall be paid by the Company.

22.06 Long-Term Disability

Monthly benefits of fifty percent (**50%**) of monthly earnings, subject to a maximum amount of **\$1,000.00**. Monthly earnings means base earnings, exclusive of overtime, bonuses and commissions.

The benefit is payable upon total disability from the end of the qualifying period (**105** days after commencement of employment) through to recovery or age sixty-five (**65**), whichever occurs first.

Disability during the qualifying period and during the first two (**2**) years of benefit payments means that you are unable to perform any and every duty of your occupation. Thereafter, disability means your inability to perform any duties of an occupation for which you are reasonably qualified by education, training or experience.

Benefits under the plan will be reduced by any benefits you are entitled

to receive under Workers' Compensation for the same disability under which you are receiving benefits under this plan. Benefits will not be reduced by any benefits you are entitled to receive under Canada Pension Plan, an unrelated Workers' Compensation benefit, or any group insurance plan which is provided by the Company.

The cost of the plan shall be shared by the Company as to **seventy-five percent (75%)** and the employee as to **twenty-five percent (25%)**.

22.07 Supplementary Health Care

The plan will reimburse you for all covered expenses incurred by you and your dependants while insured and during a calendar year, in an amount equal to the benefit percentage outlined in the Schedule of Insurance. Such amounts may be subject to a deductible. The benefits apply separately to each insured person.

Covered expenses include semi-private hospital room and board, nursing home or convalescent hospital, ambulance, laboratory and out-patient charges, paramedical (licensed Chiroprapist, Podiatrist, Chiropractor, Masseur, **Natureopath**, Osteopath, Physiotherapist or Speech Therapist), prosthetic appliances, excess billings, vision care and prescription drugs.

Vision care covers the cost of frames, lenses and fitting of prescription glasses excluding any charges in excess of **\$200.00** in any continuous period of twenty-four (**24**) months.

The prescription drug plan shall be a **\$0.35** plan, whereby the employee shall pay the pharmacist the first **\$0.35** and the pharmacist shall bill the carrier of the plan directly, on presentation of the employee's identification card.

Subject to policy restrictions, supplementary health care benefits are payable at one hundred per cent (**100%**) to a maximum of **\$7,500.00**

The cost of the plan shall be paid by the Company.

22.08 Dental Plan

The plan will reimburse you for one hundred percent (100%) of all covered expenses incurred by you and your dependants. subject to **fee schedules** and annual maximum benefits. Covered expenses are as follows:

1. Examinations
2. **Consultations**
3. Specific Diagnostic Procedure
4. Radiographic Examination and Interpretation
5. Preventative Services
6. Treatment of Dental Caries
7. Surgical Services - Removal of Teeth
8. Anaesthesia
9. **Endodontic** Services
10. **Prosthodontic** Services
11. Extensive Restorations

The annual maximum benefit for each insured person shall be **\$1,000.00** in respect to covered expenses 1 to 8 inclusive, and **\$1,500.00** in respect of covered expenses **9, 10 and 11**.

The schedule of fees shall be the **1989** Provincial Fee Schedule. The **1990** Provincial Fee Schedule shall be effective April 1, **1991**, and the **1991** Provincial Fee Schedule shall be effective April 1, **1992**.

The cost of the plan shall be paid by the Company.

ARTICLE 23

PENSION PLAN

23.01 The Company agrees to provide a pension plan. The terms and conditions of such plan are outlined in the "Retirement Plan for Hourly Paid Employees of Dickenson Mines Limited" and form part of

this Collective Agreement. This pension plan document, as amended from time to time and as filed with the Pension Commission of Ontario, constitutes the terms and conditions of the pension plan in its entirety.

This plan provides a pension of **\$22.00** per month per year of continuous service in the **pension** plan. This pension increases to **\$24.00** effective April 1, 1991, and **\$26.00** April 1, 1992. As well, the plan provides for an **unreduced** early retirement pension after thirty **(30)** years of continuous service in the pension plan.

The plan also provides for a 'bridging' benefit of **\$200.00** per month from retirement on a full pension after **30** years of service, until the employee dies or reaches age **65**, whichever is first.*

ARTICLE 24

TOOL ALLOWANCE

The Company will make a one-time payment on April **30th** of each year of **\$150.00** to all tradesmen from fourth class up with three **(3)** months service, as a tool allowance. The Company will replace any tools that are damaged during **the** normal performance of the tradesmen's duties.

Effective April **30, 1991**, the Company will no longer make a payment but will reimburse the tradesman for receipted expenditures on tools used at work up to the maximum amount allowed per year. Effective April **30, 1991**, the maximum allowance will be **\$175.00**. Effective April **30, 1992**, the maximum allowance will be **\$200.00**.

ARTICLE 25

DURATION OF AGREEMENT

25 This Agreement shall be for a term of **three (3) years com-**



~~beginning April 1, 1990 and terminating March 31, 1993~~, and thereafter from year to year unless either party gives notice in writing to the other during the last ninety (90) days of the term of this Agreement or any renewal thereof of that party's intention to terminate or negotiate revisions thereof.

DATED AT **BALMERTOWN** as of this **12th** day of October, **1990**.

FOR THE UNION

FOR THE COMPANY

Moses Sheppard _____

Bruce **Bried** _____

Mike Murphy _____

Rod **Knopp** _____

Joe **Prest** _____

John **McCombe** _____

Perry English _____

Jim McCann _____

Nancy Hutchison _____

Ray Fortier _____

Ron **MacKinnon** _____

Dennis Brown _____

Dwight **Globush** _____

SCHEDULE "A"
WAGE RATES

Effective	April 1/90
UNDERGROUND	
Miner I 17.83 • Miner II	17.17
LHD operator	17.17
Mine Labourer	16.87
Mine Beginner	16.57
Chute Puller	17.05
Shaft Timberman	17.98
Timberman I	17.47
Timberman II	16.87
Mucking Machine Operator	17.05
Pipefitter & Trackman	17.05
Drill Doctor	17.47
Mechanic I	18.94
Mechanic II	17.61
Cage-Skiptender I	17.52
Cage-Skiptender II	17.23
Backfill Operator I	17.47
Backfill Man	17.05
Deckman	17.23
Dryman	17.23
Sampler I	17.61
Sampler II	17.05
MILL	
Solution Operator	17.75
Ballmill Operator	17.41
Crusher Operator	17.33
Solution Helper	16.69
Millwright I	18.94

Millwright II	18.09
-Millwright III	17.77
Millwright IV	17.45
Tradesman Helper	16.69
Labourer	16.36
Backfill Operator	16.97
Dryman	17.23

ASSAY DEPARTMENT

Lab Technician	17.98
Furnaceman	17.47
Furnaceman Helper	17.33
Crusherman	16.69
Labourer	16.36

SURFACE GENERAL

Carpenter I	18.94
Carpenter II	18.09
Carpenter III	17.77
Carpenter IV	17.45
Tradesman Helper	16.69
Heavy Equipment Operator..	17.49
Truck Driver	17.17
Labourer	16.36

MACHINE SHOP

Machinist I	18.94
Machinist II	18.28
Machinist III	17.91
Machinist IV	17.52
Millwright or Mechanic I	18.94
Millwright or Mechanic II..	18.09
Millwright or Mechanic III	17.77
Millwright or Mechanic IV	17.45

Plumber & Steamfitter I	18.94
Plumber & Steamfitter II	18.28
Plumber & Steamfitter III	17.91
Plumber & Steamfitter IV	17.52
Fitter Structural Steel Plate Worker I	18.94
Fitter Structural Steel Plate Worker II	18.28
Fitter Structural Steel Plate Worker III	17.91
Fitter Structural Steel Plate Worker IV	17.52
Welder 1	18.41
Blacksmith I	18.41
Blacksmith II	18.09
Blacksmith III	17.77
Blacksmith IV	17.45
Tradesman Helper	16.69
Labourer	16.36
Toolroom Man	17.02
Compressorman 3rd	18.09
Compressorman 4th	17.77
Compressorman without papers	17.02
Hoistperson	18.08

ELECTRICAL DEPARTMENT

Electrician I	18.94
Electrician II	18.28
Electrician III	17.91
Electrician IV	17.52
Tradesman Helper	16.74
Labourer	16.36

Effective April 1, 1991, wage rates will be increased by four per cent (4%).

Effective April 1, 1992, wage rates will be increased by four per cent (4%).

The above rates are applicable to new employees and transfers to new job classifications.

SATURDAY & SUNDAY PREMIUM

SATURDAY PREMIUM

A.2 Effective April 1, 1988, there will be a premium of **\$.50** per hour for all regularly scheduled hours worked during any shift which commences on or after **7:00 a.m.** on Saturday and ends on Sunday morning. Effective April 1, 1989, this Saturday premium will be increased to **\$.75** per hour.

SUNDAY PREMIUM

There will be a premium of **\$1.50** per hour for all regularly scheduled hours worked during any shift which commences on or after **7:00 a.m.** Sunday and ends on Monday morning.

SHIFT PREMIUM

A shift premium as set out below will be paid to an employee for all regularly scheduled hours worked during the corresponding shifts provided he works at least four (4) hours of the shift:

	Premium in Cents Per Hour Current
Surface 2nd (or afternoon) shift- Currently 3:00 p.m. to 11:00 p.m.	\$.35
Underground 2nd (or afternoon shift- Currently 7:00 p.m. to 3:00 s.m.	\$.40
Underground 3rd and Surface 3rd (or "graveyard") shift - Currently 11:00 p.m. to 7:00 a.m.	\$.50

When the shift of an employee who is entitled to any of the above shift premiums commences on a Sunday, he will be entitled to both the Sunday premium and the premium for his shift.

SATURDAY AND SUNDAY PREMIUM

A.4 For clarity, it is agreed that Saturday, Sunday and shift premiums will be paid for regularly scheduled hours actually worked and they shall, when earned, be included in calculating an employee's vacation pay, but shall not be taken into account in calculating his overtime pay, holiday pay or his entitlement under any group benefit.

A.5 Tradesman and engineers holding a valid Trades and Engineering Certificate of Qualification shall receive an additional **50¢** per hour upon **presentation** of same. This amount shall be **75¢** per hour effective April 1, 1991, and **\$1.00** per hour effective April 1, 1992.

SCHEDULE "B"

COST OF LIVING ADJUSTMENT

The Company agrees to pay a Cost of Living Adjustment (COLA) during the term of this agreement as follows:

1. For each full **0.30** rise in the Consumer Price Index (**CPI**) in each quarterly period commencing April 1, 1990, the Company shall pay a COLA of one cent (**\$.01**) per hour.
2. The **CPI** shall be the All Canada, All Items Index (**1971 = 100**) published monthly by Statistics Canada.
3. The first adjustment shall be based upon a comparison of the **CPI** for April 1990, and June 1990, and paid the first full pay period following publication of the **CPI** for June 1990. Subsequent adjust-

ments shall be based on a comparison of the **CPI** for the following months:

- (a) July 1990 and September 1990;
- (b) October 1990 and December 1990;
- (c) January 1991 and March 1991;
- (d) April 1991 and June 1991;
- (e) July 1991 and September 1991;
- (f) October 1991 and December 1991;
- (g) January 1992 and March 1992;
- (h) April 1992 and June 1992;
- (i) July 1992 and September 1992;
- (j) October 1992 and December 1992;
- (k) January 1993 and March 1993;

and in each case, the adjustments will be made on the first full pay period following publication of **the CPI for the** latter comparison month.

4. The COLA shall not exceed one dollar and twenty cents (**\$1.20**) for any contract year and any surplus shall not be carried over to the next adjustment.

5. COLA shall be reduced on the same basis as the increases provided herein if the **CPI** falls between the quarterly comparison dates except that the total downward adjustments cannot exceed the total upward adjustments or affect the wage rates set out in Schedule "A" including fold-ins.

6. COLA shall not be considered an "add-on" and shall not be deemed part of the employee's regular or straight time hourly rate, nor shall it apply in the calculation of holiday pay, bereavement leave, jury duty or vacation pay in excess of the statutory requirements under the Employment Standards Act, 1974 as amended.

7. The continuance of COLA shall depend on the availability of the **CPI** calculated on its present basis and its present form.

8. COLA shall be “folded-in” to the regular wage **rates** set out in Schedule ‘A’ on the anniversary dates of the Agreement.

The following letters are to be considered part of the Collective Agreement:

April 1, 1990

United Steelworkers of America
Local **950**
P.O.Box 324
Balmertown, Ontario
POV 1C0

Dear Sirs:

The Company and the Union will review the updating of pressure tickets due to the needs and requirements of all high pressure jobs to be done at Dickenson Mines Limited.

In the future high pressure welding (above **15** psi) will be welded by only a qualified welder with a valid pressure ticket.

Yours truly,
DICKENSON MINES LIMITED

B. E. Bried,
Mine Manager

April 1, 1990

The United Steelworkers of America

Local 950

P.O. Box 324

Balmertown, Ontario

P0V 1 co

Dear Sirs;

The Company anticipates that there will be increases in **hydro** rates during the term of the new Agreement. Such increases will be passed on to the tenant.

The Company confirms that there will be increases in rents each year during the term of the new Agreement. Such increases will not exceed **5%** in each contract year.

The foregoing is subject to any action which may be taken under the Income Tax Act by the appropriate authorities.

Yours truly,

DICKENSON MINES LIMITED

P. Busse

Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950
P.O. Box 324
Balmertown, Ontario
POV 1 co

Dear Sirs:

The Company has an apprentice program to enable selected employees to learn a skill which would be of assistance to the employee concerned and to the Company.

All future Apprenticeship vacancies will be posted. The attached selection process has been established between the Company and the Union. This procedure shall be put into effect for the selection of all future apprentices.

Apprenticeship Selection Process

All future apprentices shall be selected on the basis of the following system;

	# Points per year	Maximum Points
<i>EDUCATION</i>		
- # of High School Grades achieved in excess of the D.O.L. minimum standards	1/2	1
- # of Years Community College Education pertaining to Trade	1	2
- # of Years Previous Apprenticeship credited to Trade	1	2
<i>EXPERIENCE</i>		
- # of years Pre-Dickenson Employment in the appropriate trade	1/2	1
- # of years Dickenson Experience in the appropriate Trade	1	2
- # of years total seniority at Dickenson Mines	1	<u>3</u>
		11

Remuneration of employees in the apprenticeship program shall be as follows:

(a) during apprentice period - if tradesman, then red circle rate. If an unrelated job, no red circle rate.

(b) make-up of wages after successful completion of course (difference between UIC and regular hourly rate).

Yours truly,
DICKENSON MINES LIMITED

P. Busse,
Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950,
P.O. Box 324
Balmertown, Ontario
P0V 1C0

Dear Sirs:

The Company agrees to the payment of underground bonus on a bi-monthly basis. The Company also agrees to post the rates of bonus in the area of the underground dry and shaft house.

Yours truly,
DICKENSON MINES LIMITED

P. Busse
Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950,
P.O. Box 324
Balmertown, Ontario
P0V 1C0

Dear Sirs:

The word "consultation" in Article 4.02 of our Collective Agreement shall be defined as: discussion as to the pros and cons of a decision to contract out work that is normally performed by members of the bargaining unit.

Yours truly,
DICKENSON MINES LIMITED

P. Busse,
Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950,
P.O. Box 324
Balmertown, Ontario
P0V 1C0

Dear Sirs:

The Company will also review the scheduling of hoistpersons on the graveyard shift and will endeavour to schedule hoistpersons in the future with a view to eliminating the scheduling of hoistpersons seven (7) days in a row on the graveyard shift.

Yours truly,
DICKENSON MINES LIMITED

P. Busse,
Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950,
P.O. Box 324
Balmertown, Ontario
POVIC0

Dear Sirs:

This is to confirm that during negotiations in 1990, the Company agreed that it will use bargaining unit employees as relief supervisors only to replace non-bargaining unit employees who are absent due to vacation, leave of absence, sickness or training. Such bargaining unit employees will not accumulate seniority or have dues deducted from their wages while working out of the bargaining unit as a relief supervisor and will be employed during this time as supervisors and not as a regular bargaining unit member performing bargaining unit work.

Yours truly,
DICKENSON MINES LIMITED

B. Bried
Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950,
P.O. Box 324
Balmertown, Ontario
P0V 1C0

Dear Sirs:

The Company *agrees* that during the term of the current collective agreement it will attempt to schedule grievance meetings during the **grievor's** normal working hours. Where it is not practical to do so, the grievance meeting will be scheduled by mutual agreement between the Company and the Union. All time spent by the **grievor** and the steward and the grievance committee in grievance meetings with the Company shall be paid for at straight time rate. The parties understand that there is a discrepancy between Article 6.04 and this letter, and agree that for the term of this agreement, this letter takes precedence.

Yours truly,
DICKENSON MINES LIMITED

B. Bried
Mine Manager

April 1, 1990

The United Steelworkers of America
Local 950,
P.O. Box 324
Balmertown, Ontario
POV IC0

Dear Sirs:

Bargaining unit employees will have access to their own personnel file after giving twenty-four (24) hours advance notice. An employee who finds a hitherto unknown disciplinary record may have the right to grieve.

Yours truly
DICKENSON MINES LIMITED

B. Bried
Mine Manager