

COLLECTIVE AGREEMENT 2012 - 2018
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THIS AGREEMENT made this 01 day of June, 2012.

BETWEEN

IRON ORE COMPANY OF CANADA, a Corporation
duly incorporated, hereinafter called «the Company»

OF THE FIRST PART,

AND

UNITED STEELWORKERS (Local 5795), a voluntary
non-incorporated organization of employees
hereinafter called «the Union»

OF THE SECOND PART.

WHEREAS by a certificate issued by the
Newfoundland Labour Relations Board dated the 14th
day of October 1959, the Union is certified as the
bargaining agent for «a unit of employees of Iron Ore
Company of Canada, Carol Project, comprising all
hourly rated production and maintenance employees,
except students, supervisors and those above the rank
of supervisor.».

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

ARTICLE I

PREAMBLE

1.01 – The present Agreement is for the purpose of setting wage rates, hours of work and other working conditions as set out in this Agreement.

ARTICLE II

SCOPE OF THE AGREEMENT

2.01 – The words “employee” or “employees” wherever used in this Agreement shall mean respectively any employee or employees included in the unit of employees specified in the decision of the Newfoundland Labour Relations Board dated October 14th, 1959.

2.02 – The words “student” or “students” wherever used in this Agreement shall mean respectively, any person or persons who have been admitted to a college or university and are employed by the Company during the period from May 1st to September 21st. This will encompass the period of orientation and training in addition to the performance of bargaining unit work. Any student wishing to leave after the last Friday in August will notify Human Resources by August 15th. Such leave will not be denied provided the student provides verification of early program start

date. MT students may be employed to perform bargaining unit work during the normal Christmas period.

2.02 a) - Union and management agree to continue their current commitment to support work term placements for students performing work as part of an educational program. When the students are to perform bargaining unit work, the Union and the Company must agree to the number of work terms, students, and the occupations involved.

2.03 a) – Supervisors, supervisory personnel and employees excluded from the bargaining unit shall not perform work on hourly-rated jobs where the effect is to deny an employee of the bargaining unit work for which he/she would otherwise be available. It is understood that the above mentioned excluded personnel will not perform the work of a regular employee of the bargaining unit except where such work arises:

2.03 a) (i) - Due to the work being incidental to their duties.

2.03 a) (ii) - In emergencies or where an absence would stop work sequences. These “fill-ins” would necessarily be of short duration.

2.03 a) (iii) - For experimental work or to instruct or train employees on new or changing operations.

If supervisory personnel, or other employees excluded from the bargaining unit, perform work in violation of

this paragraph and the occupation and the work can reasonably be identified, the Company shall pay a grievor working in the same occupation, the applicable standard hourly wage rate for the time involved or for four (4) hours, whichever is greater. Should the grievor be an employee who is working outside the occupation as specified above, then the employee working or available for work, with the least overtime in that occupation, should be paid as outlined above. The Union will be advised of such payment.

ARTICLE III

MANAGEMENT RIGHTS

3.01 - The Union recognizes the right of the Company to operate and manage its business in all respects and in accordance with its commitments and responsibilities. Subject to terms of this Agreement, such rights include but are not limited to, the following rights to:

- a) hire, manage, promote, determine qualifications and competencies, demote, discipline for just cause, transfer, assign and direct employees;
- b) issue, enforce, change, or terminate Company policies, and work standards;
- c) introduce new or improved production methods or equipment, determine the services and location of plants, scheduling of hours of work and production, training of employees and manage procurement of material, supplies and inventory; and

d) install, eliminate, change or consolidate operations

3.02 - The Company has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees. New or modified rules and regulations of general application shall be published ten (10) days after being sent to the Union by registered mail or e-mail. At the request of the Union a meeting will be held to inform how the rules and regulations will be implemented. This meeting will be held no later than five (5) days before they are put into effect.

ARTICLE IV

RECOGNITION OF THE UNION

4.01 - The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

4.02 - All employees covered by this Agreement must pay dues whether or not they wish to become a member of the Union.

4.03 - The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or unduly influenced on

account of membership or non-membership, activity or lack of activity in any labour organization, or any other discrimination covered in the Newfoundland and Labrador Human Rights Code.

4.04 a) - The Company will deduct monthly from the earnings of each employee, dues authorized by the constitution of the United Steelworkers and remit to the National office of the Union by the 15th of the month following deduction, with a copy to the local Union.

4.04 b) - The Union agrees to indemnify the Company for any recourse, damages or otherwise against the Company for making the above deduction and payments during the term of this Agreement.

4.04 c) - Errors in deductions will be corrected on the next payroll.

4.04 d) - New bargaining unit employees will sign an authorization for the deduction, as per the constitution of the United Steelworkers.

4.04 e) - The Company will furnish the Union with a list of employees who have moved in or out of the bargaining unit upon request. Such list will include all pertinent data.

4.05 - When a Union representative, wishes to have discussions with an employee, the Union representative will make sure that the meeting is scheduled after hours except as permitted by this agreement so that it will not affect Company operations.

4.05 a) - When an employee is asked to attend a meeting where written discipline and/or suspension is intended, he/she will be notified of the intent of the meeting and the employee may arrange to have a Union representative accompany him/her at the employee's discretion.

4.05 b) - The Union Recording Secretary will be copied on correspondence sent to all employees. Where possible, the communication will be sent to the Union in advance.

4.06 - Bulletin boards will be provided for posting of notices of meetings and/or officers. Any additional notice requires the approval of management.

4.07 a) - The Company will grant leave of absence without pay to employees for authorized Union business for an aggregate of sixty (60) weeks (420 days) in any year. Not more than nine (9) employees will be granted leave at one time, except for executive meetings, for which the maximum shall be twelve (12).

4.07 b) - All requests for Union leave of seven (7) days or less will be made to the Supervisor at least one week in advance if possible. If such leave is denied, or if the request is for leave of greater than seven (7) days, a discussion will be held between the Union, Operations, and Employee Relations to further discuss the request. Such leave will not be arbitrarily denied however, operational requirements will have priority.

4.07 c) - Leave of absence without pay will be granted

for the purpose of instructing at Union sponsored courses for IOC employees and the time will not exceed an aggregate total of ten (10) weeks per year.

4.08 – Effective as of the signature date, and for the duration of the current Collective Agreement, the Company will grant full time leave to the President and Vice President of Local 5795. Such leave shall be paid at forty six (46) straight time hours per week, including benefits, with an additional \$1.68 per hour on top of the base rate for his/her occupation, in lieu of time worked.

4.09 – The Company will grant leave of absence without pay during the life of this Agreement for the purpose of working full time for the International Union, the Newfoundland and Labrador Federation of Labour or the C.L.C. and local union appointment under the following conditions.

4.09 a) - No more than three (3) employees may be on such leave at one time.

4.09 b) - The leave must be for a period of not less than two (2) months or for not more than the life of the Agreement.

4.09 c) - It is understood that requests for such leaves or extensions thereof will not be arbitrarily denied; however, the efficiency of operations must be taken into account. As indicated in 4.09a) & 4.09b), only a limited number of employees may avail of this article. Therefore, employees granted leave will return to their previous role and shift after such leave.

4.10 - Regular scheduled shifts lost by employees for authorized leave of absence on Union business will count as shifts worked for the purpose of computing overtime. Overtime hours refused by employees on account of Union business will not be debited under the provisions of Paragraph 11.04.

4.11 – During the Induction process, a new employee will have a reserved period of time with the union.

ARTICLE V

PROBATIONARY EMPLOYEES

5.01 - A probationary employee is one with less than forty-five (45) calendar days employment since his/her most recent date of hire. He/she shall have no seniority rights under this Agreement and the Company shall be free to release such a person. He/she may discuss with management a complaint, including termination, at a meeting with the assistance of the Union if he/she so desires.

5.02 - If after forty-five (45) calendar days of employment since his/her most recent date of hire, his/her services are satisfactory in the opinion of the Company, the employee's name shall be placed upon the Company seniority list and classified seniority list where applicable as of the date of his/her first shift since his/her most recent date of hire.

5.03 - If a probationary employee is rehired within one (1) year of termination, he/she will be allowed to count the last accrued period towards completion of his/her probationary period.

ARTICLE VI

SENIORITY

6.00 – DEFINITIONS

For the purpose of this article, the following definitions apply:

6.00 a) - Laid off - An employee who does not maintain active employment following a reduction.

6.00 b) - Reduced - An employee who is removed from his/her occupation as a result of downsizing within the occupation.

6.00 c) - Displaced - An employee who is removed from his/her occupation as a result of a senior employee exercising his/her seniority into that occupation.

6.00 d) - Bump - The process by which an employee exercises his/her seniority to displace a junior employee in a lower occupation.

6.00 e) - Standard Rate of the Occupation – The

highest rate attainable in an occupation.

6.01 - An employee who has completed his/her probationary period is placed on the seniority list.

There are two types of seniority lists:

6.01 a) - Bargaining unit seniority indicating his/her most recent date of hire.

6.01 b) - Classified seniority indicating the date the employee was placed in a classified occupation. If more than one employee is placed on the list on the same date they shall be ranked by order of Company seniority and sequence number. The classified list shall also indicate Company seniority.

6.01 c) - Although the assignment of employees is strictly a management right, in situations where management has decided to use seniority in any circumstance, classified seniority will apply. In situations where there are employees who have no classified seniority, bargaining unit seniority will reign.

6.02) - The Union and Company agree that it is essential to improve competitiveness and maximize employee contributions in achieving Company goals. It is important for all employees to be proactive in demonstrating a willingness to be flexible in working at all tasks, duties and activities within their capabilities. It is therefore agreed that employees will perform a much broader range of duties.

6.02 a) - The occupation structure will be as listed

below:

- 1) Labourer
- 2) Operator Maintainer
- 3) Senior Operator Maintainer
- 4) Process Controller
- 5) Stationary Engineer
- 6) Maintainer Operator - Mechanical 1
- 7) Maintainer Operator - Mechanical 2
- 8) Maintainer Operator - Electrical 1
- 9) Maintainer Operator - Electrical 2

6.02 b) - The following occupations will have classified seniority:

- Stationary Engineer
- Maintainer Operator - Mechanical 1
- Maintainer Operator - Mechanical 2
- Maintainer Operator - Electrical 1
- Maintainer Operator - Electrical 2

6.03 - Each employee shall hold rights in only one classified seniority list at any given time except where the employee has been reduced from another classified seniority list, at which time the employee shall retain recall rights and classified seniority to such occupation. It is understood that when the employee accepts or declines recall to such occupation the employee shall then hold recall rights in only one classified seniority list

6.04 - TRANSFERS

6.04 a) - Active employees who have worked a

minimum of 24 consecutive months in their current occupation and department may submit a transfer request at any point in time through an open posting system.

6.04 b) - Applicants transferring within their occupation must meet the current qualifications necessary for the role. Such qualifications include the appropriate theoretical, practical and physical fitness tests. The senior employee meeting those qualifications will be selected. Before an employee is expected to accept the role, he/she will be informed of the initial shift and initial assignment.

6.04 c) - Subject to 6.04 e), the successful applicant will be considered to be in the occupation as of the date the selection is made and movement to the new job will take place within six months of accepting the new role.

6.04 d) - Unsuccessful applicants will be given the opportunity to discuss their application results with an HR representative for the purposes of understanding how to enhance their candidacy for future vacancies. They may be accompanied by a Union Representative of their choice.

6.04 e) - Where the transfer of employee(s) results in operational inefficiencies, as determined by the Company, the Company may delay the movement of an employee until such time as a qualified replacement is available. The Company will discuss with the affected employee(s) and the Union in developing a plan of action to obtain a qualified replacement(s) as soon as practical.

6.04 f) - Before the Company decides to change the qualifications for an existing or new occupation or job, the Company will meet with the Union to discuss the proposed changes. The qualifications established by management for existing and new occupations shall be reasonable and related to the occupations.

6.05 – JOB BIDDING

Should an employee wish to move to another occupation the following guidelines will apply:

6.05 a) - Active employees who have worked a minimum of 24 consecutive months in their current occupation and department may submit a bid request at any point in time through an open posting system.

6.05 b) - The following factors will be used to select the successful applicant for the vacancy under a bid request:

- i.** Seniority
- ii.** Knowledge, skill, and ability to perform the job
- iii.** Physical fitness

When factors (ii) and (iii) are relatively equal between two or more applicants the Company will select the most senior employee.

6.05 c) - The successful applicant will be considered to be in the occupation as of the date the selection is made and movement to the new job will take place within six months of accepting the new role. Any

change to the pay rate will be effective on the date the selection is made.

6.05 d) - Unsuccessful applicants will be given the opportunity to discuss their application results with an HR representative for the purposes of understanding how to enhance their candidacy for future vacancies. They may be accompanied by a Union Representative of their choice.

6.05 e) - Requests to move to a lower occupation will not be arbitrarily denied. Union and Management will meet to review the employee request.

6.06 - LAYOFF AND REDUCTION

All layoff and reductions shall be done on a seniority basis. Where the Company reduces the number of employees in an occupation it will be done in reverse seniority starting with the most junior employee.

The following guidelines shall apply:

6.06 a) - If the reduction in an occupation does not result in any employees being “laid-off” the Company will post a notice five (5) days prior to the reduction stating the numbers and the occupation(s) so affected.

6.06 b) - If employees are to be laid-off the Company will post a notice fourteen (14) days prior to the layoff stating the numbers and the occupation(s) affected. Failure to give this notice will result in employees directly affected receiving pay for regular scheduled

shifts they would have worked. Any delays of three (3) days or less caused by the displacement procedure or by emergencies or reasons beyond the control of the Company shall not be subject to the grievance procedure.

6.06 b) i) - Displacements, reductions, or layoffs will become effective at the end of a pay period unless they can be carried out without affecting the employee's normal pay period.

6.06 c) - During the period of notice, the affected employee will be contacted to determine whether he/she is qualified to bump out an employee in another occupation.

6.06 c) i) - Employees who fail to exercise their seniority when contacted during the period of notice will be considered as having accepted their layoff.

6.06 d) - This process continues until affected employees have either exercised their seniority or are laid-off.

6.06 e) - An employee on LOA will be notified if affected by a reduction or displacement. Such employee must exercise his/her seniority within two days after termination of the LOA, otherwise he/she will be considered as having accepted layoff.

6.06 f) - The personnel record of an employee on LOA whose seniority or qualifications would have resulted in either layoff or recall shall be adjusted accordingly.

Such change in status shall not affect an active claim under either the A&S or LTD benefit programs.

6.06 g) - The Personnel Department will make available to employees the necessary qualification information for bumping and recall.

6.07 - SPECIAL CIRCUMSTANCES

There are special circumstances during which an employee can be reassigned without a reduction:

6.07 a) - The Company will assess, using qualified medical practitioners, employees who, due to minor disability, advancing age or other causes, are unable to maintain necessary standards of efficiency or safety for the occupation. These employees may be moved to some other occupation for which they are qualified. The Company, in consultation with the union accommodation committee, and with the advice from qualified medical practitioners, will discuss such situations with the permission of the employee as they occur.

6.07 a) (i) - It is understood and agreed that an employee may present a grievance if he/she feels that his/her qualifications for an occupation to which the employee alleges he/she is entitled have not been properly assessed.

6.07 b) - An employee whose driver's license is suspended.

6.08 – RECALL

All recalls shall be on a seniority basis. When it becomes necessary for the Company to recall employees in an occupation, it will be done by seniority starting with the most senior employee.

There are two types of recall:

6.08 a) - Primary recall. This right is restricted to an occupation in which an employee was working when reduced or displaced. Such recall remains in force until an employee is recalled to the occupation or moves to a higher occupation.

6.08 b) - Secondary recall. This right is restricted to recall to an occupation, which is lower than that from which the employee holds primary recall provided the employee meets the current qualifications. Such recall remains in effect only while on layoff.

6.09 – VACANCIES

6.09 a) - When the Company decides to fill an initial vacancy, the Company will select the employee from transfer/job bid or recall according to the following steps in order:

- i.** Recall of employees
- ii.** Transfer of employees (according to 6.04)

- iii. Job bidding (promotion of employees) according to 6.05
- iv. External Hiring

6.09 b) - The Company may decide on the basis of operational requirements to decrease the 24 month time frame for submitting a transfer or job bid request for a vacancy, in which case the decreased time frame will be stated in the posting to fill the vacancy.

6.09 c) - Any subsequent vacancy (ies) created by the transfer or promotion of an employee according to Sections 6.04 or 6.05 may be filled by the Company with a newly hired employee.

6.09 d) - The Company may obligate recalled employees to return to the occupation for which they hold primary recall.

6.09 e) - Due to the details involved the Company will not be liable for any financial obligation as a result of errors arising out of the administration of this article until seven (7) days after the filing of the grievance calling attention to the errors.

6.09 f) - Layoff due to curtailment of work shall not constitute a termination provided that the employee notifies the Personnel Office within five (5) days of the date of receipt of the recall notice advising whether or not he/she intends to accept. If the employee advises that he/she accepts, the employee will be obligated to return to work within fifteen (15) days of notice of recall.

6.09 g) - An employee recalled to work for a period of less than forty-five (45) days may refuse such a recall. The employee who refuses such a recall will keep all rights to a subsequent recall. Due to the details involved, the Company will not be liable for any financial obligation as a result of errors arising out of the administration of this paragraph.

6.10 – TERMINATION

An employee shall be terminated for any of the following reasons:

- a)** - if the employee quits;
- b)** - if the employee is discharged for just and sufficient cause and is not reinstated pursuant to the provisions of the grievance procedure;

6.10 c) - if the employee is absent without leave for a period of three (3) consecutive scheduled work shifts, which case shall be considered as though the employee quit as of the day before the commencement of such absence, unless the reasons which prevented the employee from requesting such leave of absence are judged valid by the Company.

6.10 d) - if the employee does not comply with 6.09 f) and g);

6.10 e) - layoff by the Company due to curtailment of

operations for seventy – two (72) consecutive months;

6.10 f) - if an employee is unable to return to work within thirty-six (36) months of the commencement of his/her non-compensable sickness, injury or other disability, in the case of an employee who has less than two (2) year's service;

6.10 g) - If an employee is unable to return to work after exhaustion of Company Long Term Disability benefits in the case of an employee with more than two (2) year's service.

6.11 - TEMPORARY VACANCIES

6.11 a) – A temporary vacancy is created by an employee who reports himself/herself ill, LOA, A&S, WHSCC, Vacation, Extended Vacation.

6.11 b) - To fill a temporary vacancy the department will temporarily reassign another employee from within the occupation.

6.12 - EMPLOYEES TRANSFERED OUTSIDE THE BARGAINING UNIT

6.12 a) - A regular employee transferred by the Company from one United Steelworkers bargaining unit in the Company to a different United Steelworkers bargaining unit in the Company, will not be required to complete a new probationary period as a result of such transfer.

6.12 b) - In the event that an employee covered by this Agreement should be transferred to a Staff or Supervisor position outside the bargaining unit, he/she shall retain, for a maximum of six (6) months or two (2) assignments, the seniority date or dates previously acquired while serving in such capacity in the event that he/she is transferred back to the bargaining unit.

6.13 - POSTING OF SENIORITY LISTS

The Company will provide the Union with a seniority list January and July of each year. An employee may file a complaint, in writing, to the Personnel office as to the correctness of his/her seniority date, within thirty (30) days following the first posting of the employee's seniority date, and, subsequent to this period, the date (corrected if required) shall become final. Subsequent errors will be corrected to the aforementioned final date, and the Company will not be liable for any financial obligation as a result of errors arising out of the administration of these postings until seven (7) days after the filing of the grievances calling attention to the errors.

6.14 – TESTING

6.14 a) - When practical skill assessments are administered on an employee's shift, they shall be taken on Company time. When an employee takes a practical skill assessment on his/her own time and, by taking such skill assessment the employee performs

productive work, time required will be reimbursed at a rate of time and one half (1.5). When practical, the Company will endeavour to use the same skill assessor where two (2) or more employees take the same practical skill assessments for the same vacancy.

Theoretical skill assessments required for the purpose of assessing qualifications will be taken on the employee's own time; such skill assessments will be administered as soon as possible.

6.14 b) - The skill assessments referred to in a) shall be fair, equitable and appropriate. Any employee who does not meet the requirement of one of these skill assessments shall upon request, receive an explanation of where he/she did not meet the requirement.

6.14 c) - Results of skill assessments will be available to the employee, at the Personnel Office, two (2) days after, excluding Saturdays, Sundays, and holidays.

6.14 d) - With a view to ensuring adequate safety in the administration of practical tests, the Company agrees to meet with the Union to review the testing procedure.

6.14 e) - Employees who fail a practical or theoretical examination required for acceptance of a job bid/transfer shall be re-examined at their request up to a maximum of three (3) times. A request by an employee to be retested will not prevent the posting process from proceeding.

ARTICLE VII

GRIEVANCE PROCEDURE

7.01 - There shall be a Union Grievance Committee, composed of one (1) member for every thirty (30) employees in the bargaining unit. In dealing with the Company, no more than the number of members outlined in the following steps may act on the Union Grievance Committee at any one time.

7.02 - The Union will notify the Company in writing of the names of the Union Grievance Committee members and of any changes that may occur in same. The Company shall not be required to recognize members of the committee until it has been notified in writing by the Union of the names selected.

7.03 - Not more than 5 days following the occurrence of the event giving rise to the issue or the employee becomes aware of the issue and prior to accessing the grievance process, a regular employee who feels that his/her complaint or problem could result in a written grievance must meet with his/her Supervisor to discuss the issue. The employee may arrange to have a Union representative accompany him/her at the employee's discretion. Should a regular employee feel that his/her complaint or problem has not been resolved, he/she shall take the following steps in order:

GRIEVANCE PROCEDURE

Originate at Step	Time Limits to Originate Grievance	Time Limits To hear/and answer	Heard by	Maximum Union Rep. (paid regular wages or 1 hr. on own time)	Company Rep	Time Limits for Answer
Step I – Individual or Group*	5 days	5 days	Superintendent	1 Grievance Representative Union Co Chair (if requested)	1 Company Representatives Additional Company Representative if requested by Superintendent	Included in 5 days to hear
Step II - Individual or Group* or Policy	5 days	10 days to hear plus additional 5 days to answer	Manager or designate HR Representative HR Manager (Policy) Supervisor (if involved)	3 Grievance Representatives	3 Company Representatives	Included in 10 days to hear plus additional 5 days to answer
Arbitration	Union has 30 days to refer to Arbitration		Rotational list of arbitrators			Arbitrator has 30 Days to answer grievance

* For group grievances - 1 grievor will represent the group and can be accompanied by no more than 3 grievance representatives

7.03 a) STEP 1

Not later than five (5) days following the 7.03 meeting the Supervisor will set up a Step 1 meeting with the superintendent. A copy of the step 1 meeting request will be given to the employee and the Supervisor will forward a copy to the union and superintendent. The superintendent will arrange to hold a meeting within five (5) days to discuss the matter. When a Step 1 meeting is scheduled the employee may be assisted by one (1) member of the Grievance Committee and the Superintendent may be accompanied by another Company official. If the Supervisor was involved in the circumstances of the alleged violation of the collective agreement he/she may also attend the meeting at request by either party. The Union Co-Chair may attend if requested by the Grievance Committee member. The grievance shall state the nature of the grievance, articles violated, and settlement sought as clearly as possible on the grievance form provided. The Superintendent will issue a signed, dated reply within five (5) days of receipt of the grievance to the employee.

7.03 b) - STEP 2

Failing settlement with the Superintendent in Step 1, the grievance shall be submitted to Employee Relations within a further five (5) days. The Company will inform, when possible, two (2) days in advance but in no case less than one (1) day in advance the Union at Step 2, of the date, place and hour of the hearing of the grievance. Within ten (10) days, the Manager

and/or their representative along with the superintendent and the HR Representative will meet each grievor accompanied by no more than three (3) Grievance Committee members, to discuss grievances presented at Step 2. At the same time, the grievor may submit any information relating to the grievance, which may help to clarify the matter. If the Supervisor was involved in the circumstances of the alleged violation of the collective agreement he/she may also attend the meeting. In order to give the matter proper consideration the Manager will render a decision in writing, stating the reasons, within five (5) days following the meeting in which the grievance was discussed at Step 2. Settlement or withdrawal of a grievance at Step 1 or Step 2 shall not set precedent.

7.04 - No Company representative can hear more than one (1) step of the grievance procedure.

7.05 - If the grievance is not settled as a result of the Step 2 meeting, and the grievance is one which concerns the interpretation or alleged violation of the Agreement the grievance may be referred by either party to arbitration as provided in article VIII, however it is hereby agreed that no grievance may be referred to arbitration after a period of thirty (30) days from the date of the decision in writing of the Step 2 answer

7.05 a) - In an effort to settle outstanding grievance files, the parties may mutually agree to refer a grievance that has not been resolved at Step 2 to the A.D.R. process as outlined in 7.19 within thirty (30) days of the Step 2 response.

7.05 b) – All grievances not referred to A.D.R. will be referred to arbitration as per Article 7.05.

7.05 c) - The company and the union further commit that in an effort to settle outstanding grievance files a department grievance review will be held. The company and the union will endeavor to hold these meetings on a quarterly basis. This meeting will involve the area General Manager, Employee Relations, Chair and Co-Chair of the grievance committee.

7.06 a) – Infraction reports, including infractions which could result in discharge, will not be issued later than seventy-two (72) hours from the time the Company has determined there is an infraction.

7.06 b) – Notice of disciplinary action, including discharge, will not be issued later than forty-eight (48) hours from issuance of the infraction report.

7.06 c) - In assessing discipline the Company will not consider any infraction of the same nature that occurred more than one (1) year from the current infraction. Should a disciplinary action be reduced through the grievance or arbitration procedure only the resulting discipline will be recorded in the employee's file.

7.07 - Differences arising between the Union and the Company regarding the interpretation or alleged violation of this agreement shall be taken up at Step 2

of the grievance procedure and shall be heard by the Manager of Human Resources or designate.

7.08 - The Company agrees that one (1) area grievance committee member or the designated representative for Step 1 meetings, and three (3) area grievance committee members or designated representatives for Step 2 meetings, and the employee working during a regular scheduled shift who must leave work to attend a grievance meeting will be paid for such absence from work. Grievance meetings will be held during normal business hours at times that do not interfere with production or the orderly operation of the business. Should it be necessary for an employee to be absent during working hours for the presentation of or representation for a grievance, the employee shall obtain prior permission from the Supervisor; such permission will not be arbitrarily denied.

When Step 1 grievance meetings are scheduled outside of or go beyond the regular scheduled working hours of the grievor or the two (2) grievance committee persons, the two (2) grievance committee persons and the grievor shall be paid one (1) hour at straight time rate.

When Step 2 grievance meetings are scheduled outside of or go beyond the regular scheduled working hours of the grievor or grievance committee persons, the three (3) grievance committee persons and the grievor shall be paid one (1) hour at straight time rate.

7.09 - A group grievance shall be referred to Step 1. For group grievances, one grievor representing the

group will be accompanied by no more than two (2) members of the Grievance Committee at the Step 1 meeting. Such group grievances shall bear the signatures of all employees involved with the grievance.

7.10 - The Union and Company may agree to group individual grievances when the facts alleged are identical and the remedy sought is the same. The Union shall select one of the individual grievances and the decision on this grievance will be applied to the other grievances.

7.11 – Differences arising between the Company and the Union as to the interpretation of the Co-operative Wage Study (C.W.S.) Manual shall be taken up at Step 2 of the grievance procedure. For the application of this paragraph, the Union's Grievance Committee will be representatives of the Co-operative Wage Study committee. If a satisfactory settlement of the dispute is not reached within thirty (30) days, the matter may be referred within twenty six (26) days by either party to arbitration as provided in Article VIII below.

7.12 - The party initiating the procedure provided for in this article and in Article VIII shall take each step in such procedures within the time limits set forth, or as extended by mutual agreement in writing and, upon failing to do so, the grievance or matter in dispute shall be deemed to have been abandoned and may not be filed as a new grievance.

7.13 - In the event of the absence of either party at any

step it shall be permissible at the expiration of the time limits specified for the other party to proceed to the next step of the grievance procedure.

7.14 - Saturdays, Sundays and the day a holiday is celebrated shall not be included when determining the time within which any action is to be taken in Article VII or Article VIII. Any and all time limits fixed by Article VII and Article VIII may only be extended by mutual agreement in writing between the Company and the Union.

7.15 - No settlement of a personal complaint shall be in violation of this Agreement, nor shall it be used as a precedent with other grievances.

7.16 - It is understood that management may bring forward at any meeting held with the Union Grievance Committee any complaint in respect to the conduct of the Union in its dealings with the Company and if such complaint by the Management is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance filed under the procedures set out in Article VII, Step 2 and referred to arbitration in the same way as the grievance of an employee

7.17 – Any exercise of the rights and functions in conflict with Management’s Rights, or any other provisions of this entire Agreement inclusive of any Appendices, Letters of Intent and Letters of Understanding entered into between the Company and the Union within the duration of this agreement, shall be subject to the grievance procedure.

7.18 – Number not used

7.19 – Alternative Dispute Resolution (A.D.R)

- a) **PROCEDURE** - The A.D.R. can only be used to settle outstanding grievances that have been referred in 7.05 a).
- b) **GENERAL PRINCIPLES** - The purpose of establishing this process is to both save cost and time while providing a means for the effective disposition of unresolved grievances. Grievances may be grouped as per Article 7.10.
- c) **ARBITRATORS** - An arbitrator will be selected in accordance with the process as outlined in Article 8. The arbitrator in this instance shall have the same powers and be subject to the same limitations except as expressly provided herein.

The decision of the arbitrator shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Collective Agreement, the decision of the arbitrator shall:

(a) be consistent with the provisions of this Agreement, and

(b) be confined to the grievance referred to

him/her.

The Union and the Company shall each be responsible for one-half (1/2) of the fees and expenses of the arbitrator.

- d) HEARING - Where practical, hearings are to be held in Company or Union facilities to reduce costs. The Local Union shall appoint two of its officers or another person to represent the Union, and the Company shall appoint two of the management staff or another person to represent the Company.

The parties will endeavor to schedule up to three consecutive days each quarter for hearings. Each arbitrator can hear as many cases as have been referred to that arbitrator per day as time will permit. Each party will have a maximum of ten (10) minutes to present their case, unless otherwise mutually agreed by both parties.

When an issue is referred to the arbitrator he/she shall be provided with the following information:

- The written grievance at Step Two
- The written reply of the Company at Step Two, and
- Not later than ten (10) days before the

hearing, concise and brief written representations on which the parties intend to rely, including any documentary evidence as related to the grievance that was previously presented during the grievance procedure. (These will be supplied to the other party also.)

The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make representations or bring forward previously submitted evidence to support their case. But, the intention of the parties to ensure speed and informality is paramount. Legal counsel will not be used during the hearing, and no external jurisprudence will be presented, unless otherwise agreed between parties. The arbitrator will not be obliged to follow rules of evidence and post-hearing submissions will not be permitted.

- e) AWARD - The award of the arbitrator sets no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding. The award is to be in written form; it should be a summary sheet, outlining grievance number and reason/s for decision. The arbitrator shall render his/her written decision within fourteen (14) days of the hearing.

ARTICLE VIII

ARBITRATION

8.01 - Both parties to this Agreement agree that the provisions specified in this Agreement are the sole source of any rights the Union might assert in arbitration and only those management rights that are abridged by specific provision of this Agreement are arbitrable. Any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article VII or Article X and which has not been settled, will be referred to an arbitrator at the request of either of the parties hereto.

8.02 - Should the parties fail to agree on an arbitrator within five (5) days of receipt of the request for arbitration, the parties shall choose the arbitrator in rotation from the following mutually agreed list of arbitrators:

D. Alcock
D. Buffet
J. Clarke
J. Oakley
J. Scott
W. Thistle

8.03 a) - An arbitrator unable to act when his/her turn comes up will be replaced by the following person in the list and, except by mutual agreement between the

parties, will not be used again until his/her name returns in the normal order of rotation.

8.03 b) - Unless mutually agreed otherwise between the Company and the Union, the following time limits will be adhered to by the parties:

8.03 b) (i) - It is understood that the hearing at arbitration must commence within thirty (30) days from the date of acceptance by the arbitrator to hear the grievance;

8.03 b) (ii) - A decision will be rendered by an arbitrator who will also give the reasons in writing within thirty (30) calendar days following the end of the hearing, unless this time limit is extended with the agreement of the parties.

8.04 - The decision of the arbitrator shall be binding on both parties.

8.05 - The arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary to the determination of the grievance and shall not have any power to alter or change in any way the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement; nor shall any past practices or customs become binding unless they are in writing between the Company and the Union. Where the arbitrator determines that an employee has been disciplined for

just cause, he/she may review and modify the penalty imposed.

8.06 - The expenses of the arbitrator shall be paid equally by the Union and the Company.

8.07 - Arbitration cases will be processed at the city in which the grievance was filed unless otherwise mutually agreed. Should there be more than one (1) grievance pending at arbitration at the same time, the Company and the Union may mutually agree to have one (1) or more of these grievances processed at the same arbitration session.

8.08 – Discharge cases shall have preference over other cases submitted to arbitration.

8.09 – The Company and Union representatives for the arbitration will co-operate in the exchange of information to be introduced at the hearing five (5) days prior to commencement of the hearing.

8.10 - Expedited Arbitration

a) **EXPEDITED ARBITRATION PROCEDURE** - The Expedited Procedure can only be used by mutual agreement of the parties to the collective agreement.

b) **GENERAL PRINCIPLES** - The purpose of

developing this expedited arbitration system is to both save cost and time while ensuring fair and reasonable decisions. To that end, presentations made in expedited arbitration should be short and concise and should include a comprehensive opening statement.

- c) **ARBITRATORS** - An arbitrator will be selected in accordance with the list.
- d) **HEARING** - Where practical, hearings are to be held in Company or Union facilities to reduce costs. Where the parties mutually agree lawyers will not be used to represent either side. In such instances the Local Union shall appoint one of its officers or another person to represent the Union, and the Company shall appoint one of the management staff or another person to represent the Company.
- e) **AWARD** - All decisions of the expedited arbitrator are limited in application to that particular dispute. The award of the expedited arbitrator sets no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding. The award is to be in written form; it should be a one to two page award setting out briefly the reasons for the decision. The arbitrator shall render his/her written decision within five (5) days of the hearing.

ARTICLE IX - Number not used

ARTICLE X

DISCHARGE CASES

10.01 a) - If an employee who has acquired seniority feels he/she has been discharged without just and sufficient cause, the case may be taken up as a grievance and processed according to the following provisions which shall be taken in order.

10.01 b) - If the employee so desires and before presenting his/her case as a formal grievance, the employee may discuss the case with his/her Supervisor with the assistance of a grievance committee person. The Supervisor will be accompanied by another Company official other than the official responsible for settling the grievance at a higher step.

10.02 - Such grievance (on a form provided by the Company) must be lodged with the head of the employee's department or the personnel supervisor or Employee Relations not later than two (2) days after the employee has received a written notice of the disciplinary action taken. The department head will arrange a mutually satisfactory time to meet with the employee to discuss the grievance. He/she may be accompanied by another Company official (other than an official responsible for settling the grievance at a

higher step) and the employee may be accompanied by the Union Grievance Committee. Witnesses either party may require may also be heard. If a settlement satisfactory to the employee concerned is not reached within two (2) days of receipt of the grievance, the grievance may be presented as follows at any time not later than two (2) days thereafter.

10.03 - The aggrieved employee shall present his/her grievance to the Union Grievance Committee who, if they decide to continue the grievance, will forward it by registered mail or e-mail to Employee Relations for referral to the Manager/General Manager. The Union Grievance Committee and the Manager/General Manager, or some other person designated by him/her, shall meet as promptly as possible and not later than three (3) days from the postmark date of the registered letter or e-mail to consider the grievance. At this stage, they may be accompanied by a representative of the Local Union and/or the International Union if their presence is requested. Other officials of the Company may also be present at the meeting. At the request of either party, the aggrieved employee shall be heard. Witnesses either party may require may also be heard and at this time the aggrieved employee may also be in attendance. At this meeting, decisions in writing made at 10.02 will be presented. The decision of the Manager/General Manager shall be given in writing not later than two (2) days after the meeting with the Union Grievance Committee.

10.04 - If final settlement of the grievance is not

completed within two (2) days after the closing of the meeting referred to in 10.03, the grievance may be referred within ten (10) days by the Union Grievance Committee to arbitration as provided in Article VIII above.

10.05 a) - The party initiating the procedure provided for in this article and in the arbitration article shall take each step in such procedures within the time limits set forth, or as extended by mutual agreement in writing and upon failing to do so, the grievance or matter in dispute shall be deemed to have been abandoned and may not be filed as a new grievance.

10.05 b) - In the event of the absence of the authorized agent or agents of either party at any step, it shall be permissible at the expiration of the time specified in 10.02 to 10.04 for the other party to proceed with the next step of the foregoing procedure.

10.06 - Such grievance may be settled by confirming the management's action in dismissing the employee, or reinstating the employee with compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties. If the matter is not settled through the procedure outlined in this article and is taken to arbitration, the arbitrator will have full jurisdiction to uphold or reject the discharge or change the discharge to a lesser penalty of suspension and fix the duration of such suspension. In the event that the arbitrator rejects the discharge or changes the discharge to a lesser penalty of suspension, the employee shall be reinstated and paid

his/her wages at his/her regular basic rate (less amounts earned by him/her during the time lost) for the time lost since the date of discharge, or for the period of time not covered by the suspension, limited to the scheduled work week for a maximum period of one hundred and eighty (180) days on which he/she would have been scheduled to work on an eight (8) hour shift or one hundred and twenty (120) days on which he/she would have been scheduled to work on a twelve (12) hour shift, to which will be added the number of days that the arbitration was delayed at the request of the Company. On the other hand, should the arbitration be delayed at the request of the Union, the number of days that the arbitration was delayed at the request of the Union will be deducted from any days to be paid.

ARTICLE XI

HOURS OF WORK AND OVERTIME

11.01 - The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

11.02 a) - For the purpose only of computing overtime and not as a limitation upon the scheduling of employees for work, the work week shall be a period of seven (7) consecutive days commencing with the beginning of the day shift on Monday and the work day shall be a period of twenty-four (24) hours commencing at the beginning of the day shift of the

plant as scheduled by the Company.

11.02 b) - Where a twelve (12) hour schedule applies, it is understood that it will not result in any additional cost to the Company or loss of regular earnings to the employee over the same period with the same coverage.

11.03 a) - 8 hour shifts

The first four (4) hours worked in excess of eight (8) hours in any day or hours worked in excess of forty (40) in any work week or on assigned days off shall be paid at the rate of one and one half (1½) times the regular rate. Hours worked in excess of twelve (12) in any day shall be paid at the rate of twice (2) the regular rate.

Work scheduled and performed on Sunday will be paid for at the rate of time and one half (1½). Work performed on Sunday in excess of eight (8) hours, or in excess of forty (40) straight time hours in the work week will be paid for at double (2) time.

11.03 b) - 12 hour shifts

The first four (4) hours worked in excess of twelve (12) hours in any day shall be paid at the rate of one and one half (1 ½) times the regular rate. Hours worked in excess of sixteen (16) in any day shall be paid at twice (2) the regular rate. Hours worked on an assigned day off shall be paid as follows: the first twelve (12) hours at one and one half (1½) times the regular rate. Work

scheduled and performed on Sunday will be paid for at the rate of time and one half (1½) for the first eight (8) hours and double (2) time for all hours in excess of eight (8). Work performed on an assigned day off on Sunday will be paid for at double (2) time rates should the employee have worked eighty (80) straight time hours in the pay period (two weeks). Should he/she not have eighty (80) straight time hours in the pay period, the first twelve (12) hours worked on his/her assigned day off on Sunday shall be paid at time and one half (1½).

11.03 c) - 10 hour shifts

The first four (4) hours worked in excess of ten (10) hours in any day shall be paid at the rate of one and one half (1½) times the regular rate. Hours worked in excess of fourteen (14) in any day shall be paid at twice (2) the regular rate. Hours worked on an assigned day off shall be paid as follows: the first ten (10) hours at one and one half (1½) times the regular rate. Work scheduled and performed on Sunday will be paid for at the rate of time and one half (1½) for the first ten (10) hours and double (2) time for all hours in excess of ten (10). Work performed on an assigned day off on Sunday will be paid for at double (2) time rates should the employee have worked forty (40) straight time hours in the week. Should he/she not have forty (40) straight time hours in the week, the first ten (10) hours worked on his/her assigned day off on Sunday shall be paid at time and one half (1 ½).

11.03 d) - Any time allowed and paid as overtime in any working day shall not be used to compute

overtime during the work week and to the extent that hours are compensated for at overtime rates under one provision, they shall not be considered as hours worked in determining overtime under the same or any other provision.

11.03 e) - In any period of overtime, which ends with an incomplete half hour ($\frac{1}{2}$), that portion of the half hour ($\frac{1}{2}$) will be rounded to a full half hour ($\frac{1}{2}$) for pay purposes.

11.04 - Overtime hours will be worked on a voluntary basis provided the requirements of the service are met and it will be distributed equitably in rotation in each occupation where qualifications will permit. Overtime lists will be based on seniority and a list of overtime worked by all eligible employees will be posted. It is understood that employees who are unavailable for overtime will be debited with the number of hours they would have worked had they been available. It is also understood that employees who consistently refuse overtime may be temporarily dropped from the eligible list and may be reinstated on the list upon request.

11.05 – Employees shall be allowed a lunch period of twenty (20) minutes, inclusive of said eight (8), ten (10) or twelve (12) hour period and coffee on a reasonable basis. Such periods will not be changed unnecessarily and shall be discussed with the Union in advance. However, where necessary for continuous operations, employees will maintain supervision of their equipment and machines as required.

11.06 - If required for continuous operations, employees will remain on the job at the end of their shift until their relief arrives or until the Company arranges for another relief. Employees should not be required to work more than two (2) hours after the end of their regular shift in such cases and shall be provided transportation by the Company, on request.

11.07 – For the purpose of ensuring equitable distribution of overtime, the Company will review with the Union Overtime Committee, once per month if necessary, overtime records and methods of recording overtime credits. This committee may also review if necessary:

11.07 a) (i) - Existing work schedules to ensure the proper distribution of shifts by day, afternoon, night and shifts off. In the distribution of shifts, it is the intention of the parties to respect the structure of the normal week.

11.07 a) (ii) - Proposed changes in scheduling or the scheduling system.

11.07 b) – Such schedules or changes mentioned in (i) and (ii) will be posted when possible seventy-two (72) hours prior to the change taking effect.

11.07 c) – Should an employee's shift schedule be changed without having given him/her at least forty eight (48) hours notice of the change, he/she will be paid at the rate of double time (2) for hours worked on the first shift of the changed schedule.

11.07 d) – During the life of this Collective Agreement, the Union and Company will meet to arrange a modified pay system to accommodate a combination of eight (8) and/or ten (10) and/or twelve (12) hour shifts whereby Management, the Union and the majority of the employees concerned have agreed to such schedule.

11.07 e) – Pay stub codes will be sent to all employees in January of each year. A copy of the codes will also be posted on the Company's Intranet.

11.08 - Short pays for regularly scheduled shifts will be rectified and the payment will be deposited within five (5) business days after the employee has reported the error.

Short pays for overtime shifts will be rectified on the next regular pay following the reporting of the error. Should it not be rectified in this time frame, payment will be deposited within five (5) business days after the employee has reported the error was still not corrected.

RATES OF PAY

8 HOUR SHIFT SCHEDULE			
		Monday to Saturday	Sunday (premium)
Daily	0 - 8 hours	1.0	1.5
Daily	8.01 - 12 hours	1.5	2.0
Daily	12.01 + hours	2.0	2.0
Weekly	0 - 40 hours	1.0	1.5
Weekly	40.01 + hours	1.5	2.0
Scheduled Day Off	0 - 8 hours	1.5	2.0(if 40 in week)
Scheduled Day Off	8.01 - 12 hours	1.5	2.0
Scheduled Holiday	0 - 8 hours	1.5	2.0(if 40 in week)
Scheduled Holiday	8.01 - 12 hours	2.0	2.0
Scheduled Holiday	12.01 - 16 hours	2.5	2.5

12 HOUR SHIFT SCHEDULE			
		Monday to Saturday	Sunday (premium)
Daily	0 - 8 hours	1.0	1.5
Daily	8.01 - 12 hours	1.0	2.0
Daily	12.01 + hours	1.5	2.0
Weekly	0 - 80 hours	1.0	1.5
Weekly	80.01 + hours	1.5	2.0(if 80 in pay period)
Scheduled Day Off	0 - 8 hours	1.5	2.0(if 80 in pay period)
Scheduled Day Off	8.01 - 12 hours	1.5	2.0(if 80 in pay period)
Scheduled Holiday	0 - 8 hours	1.5	1.5
Scheduled Holiday	8.01 - 12 hours	1.5	2.0
Scheduled Holiday	12.01 - 16 hours	2.0	2.0

RATES OF PAY

10 HOUR SHIFT SCHEDULE			
		Monday to Saturday	Sunday (premium)
Daily	0 - 10 hours	1.0	1.5
Daily	10.01 - 14 hours	1.5	2.0
Daily	14.01 + hours	2.0	2.0
Weekly	0 - 40 hours	1.0	1.5
Weekly	40.01 + hours	1.5	2.0
Scheduled Day Off	0 - 10 hours	1.5	2.0 (if 40 in week)
Scheduled Holiday	0 - 10 hours	1.5	2.0 (if 40 in week)
Scheduled Holiday	10.01 - 14 hours	2.0	2.0
Scheduled Holiday	14.01 - 16 hours	2.5	2.5

ARTICLE XII

SHIFT PREMIUMS

12.01 - For the purpose of this Article:

12.01 a) – All shifts beginning after six (6:00) a.m. and up to noon (12:00) will be day shifts.

12.01 b) – All shifts beginning after noon (12:00) and up to eight (8:00) p.m. will be afternoon shifts, for which a shift premium of thirty five cents (\$0.35) per hour shall be paid. This amount will increase to forty cents (\$0.40) per hour effective March 01, 2016.

12.01 c) – All shifts beginning after (8:00) p.m. and up to six (6:00) a.m. will be night shifts, for which a shift premium of fifty-five cents (\$0.55) per hour shall be

paid. This amount will increase to seventy cents (\$0.70) per hour effective March 01, 2016.

12.02 - Shift premiums shall be computed in overtime.

12.03 - Premium time shall be determined by the shift for which the employee is scheduled.

ARTICLE XIII

WAGES

The Co-Operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated March 1st, 1958 (herein referred to as the «Manual») is incorporated into this Agreement as APPENDIX “A” and its provisions shall apply as if set forth in full herein, provided that reference in the Manual to such jobs as trade or craft, assigned maintenance, clerical or technical, group leader, spell hand, testing or inspection, learner, apprentice, instructor, shall not of itself establish existence of such jobs in the operations of the Company or determine that such jobs are within or are not within the jurisdiction of the bargaining unit.

Standard Hourly Wage Scale

13.01 - Effective on March 1, 2012 the Standard Hourly Rate for each occupation shall be as follows:

Standard Hourly Wage Scale

Occupation	March 1, 2012 ⁽¹⁾	March 1, 2013 ⁽²⁾	March 1, 2014 ⁽³⁾	March 1, 2015 ⁽⁴⁾	March 1, 2016 ⁽⁵⁾	March 1, 2017 ⁽⁶⁾
Labourer	29.73	31.07	32.46	33.91	35.42	36.98
Operator Maintainer Fully Qualified*	32.65	34.11	35.62	37.20	38.83	40.54
Senior Operator Maintainer Fully Qualified**	34.10	35.61	37.19	38.83	40.53	42.30
Process Controller Fully Qualified	34.98	36.53	38.14	39.82	41.56	43.37
Stationary Engineer - 4th class	32.65	34.11	35.62	37.20	38.83	40.54
Stationary Engineer - 3rd class	34.73	36.27	37.87	39.53	41.27	43.07
Stationary Engineer - 2nd class	37.55	39.20	40.92	42.71	44.57	46.50
Maintainer/Operator-Mechanical 1 - Journeyperson	35.25	36.81	38.43	40.12	41.87	43.70
Maintainer/Operator-Mechanical 2 - Journeyperson	36.59	38.20	39.88	41.63	43.44	45.33
Maintainer/Operator-Electrical 1 - Journeyperson	37.09	38.72	40.42	42.19	44.03	45.94
Maintainer/Operator-Electrical 2 - Journeyperson	38.65	40.35	42.11	43.94	45.85	47.84

NOTES:

- (1) Rates include base wage increase plus \$1.15 fold in from the COLA.
- (2) Rates include base wage increase plus a minimum guaranteed fold in from COLA of \$0.15. In addition any amount of 1/3 of actual COLA float above the guaranteed minimum will be added at March 1, 2013.
- (3) Rates include base wage increase plus a minimum guaranteed fold in from COLA of \$0.15. In addition any amount of 1/3 of actual COLA float above the guaranteed minimum will be added at March 1, 2014.
- (4) Rates include base wage increase plus a minimum guaranteed fold in from COLA of \$0.15. In addition any amount of 1/3 of actual COLA float above the guaranteed minimum will be added at March 1, 2015.
- (5) Rates include base wage increase plus a minimum guaranteed fold in from COLA of \$0.15. In addition any amount of 1/3 of actual COLA float above the guaranteed minimum will be added at March 1, 2016.
- (6) Rates include base wage increase plus a minimum guaranteed fold in from COLA of \$0.15. In addition any amount of 1/3 of actual COLA float above the guaranteed minimum will be added at March 1, 2017.

Note: Rates for 2012 include a market adjustment. In the subsequent years the increases are as follows: 2013, 2014, 2015, 2016, and 2017 – 4% increase per year

Note:

* Mine job flexibility progression to continue unchanged at \$32.65, \$32.93 and \$33.21.

** Mine job flexibility progression for shovel operator to continue unchanged at \$34.10, 34.38 and \$34.66.

13.02 - The standard hourly rate for each occupation shall be the standard hourly rate for all within such occupation 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.

13.03 - No employee shall be entitled to any wages as set forth in this article unless he/she is ready, able and willing to perform the duties required in his/her occupation.

13.04 - Each standard hourly rate established under Paragraph 13.01 shall be:

13.04 a) - the established rate of pay for all hours paid for on a non-incentive occupation; and

13.04 b) - the established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the occupation in accordance with the provisions of this article.

13.04 c) – employees functioning in Crew Co-ordinator positions will be paid an additional \$1.68 per hour on top of the base rate for their occupation.

Production & Maintenance Occupations

13.05 – Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance occupation, other than a trade or craft or apprentice occupation, shall apply to any employee during such time as the employee is

required to perform such occupation.

Trade or Craft Occupations

13.06 - Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice occupation shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

Out-of-Line Differentials

13.07 - The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid «out-of-line differentials». Such list shall contain the following information:

13.07 a) - name of incumbent to whom such out-of-line differential is to be paid;

13.07 b) - the occupation for which out-of-line differential is to be paid;

13.07 c) - standard hourly rate of such occupation;

13.07 d) - amount of out-of-line differential; and

13.07 e) - date such out-of-line differential became effective.

13.08 - Except as such out-of-line differential may be

changed by the means hereinafter provided, any employee included in the list referred to in Paragraph 13.07 shall continue to be paid such out-of-line differential during such time as the employee continues in the occupation for which the differential was established.

13.09 - If an employee with an out-of-line differential is transferred or assigned to an occupation having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

13.10 - If an employee with an out-of-line differential is transferred or assigned to an occupation having the same standard hourly rate, then the same differential shall apply.

13.11 - If an employee with an out-of-line differential is permanently transferred to an occupation having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

13.12 - If such employee referred to in Paragraphs 13.09, 13.10 and 13.11 shall be returned to the occupation 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.

13.13 - When an employee would, in accordance with the terms of this Agreement, be entitled to receive his/her regular rate, he/she shall also receive any out-

of-line differential to which he/she is entitled.

13.14 - In addition to the means herein provided, increases in the increment between rates shall be used to reduce or eliminate out-of-line differentials.

13.15 - Except for the application of the out-of-line differentials, as called for herein, the terms of this Agreement which govern transfers shall apply.

13.16 - In determining out-of-line differentials, no employee shall be listed as an incumbent on more than one occupation, unless he/she is regularly assigned to more than one (1) occupation.

Learner Rates

13.17 - Occupations requiring learner rates, due to lack of adequate training opportunity provided by the promotional sequence of related occupations, shall be negotiated and made a part of this Agreement.

13.18 - A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company, for occupations of Operator Maintainer and Senior Operator Maintainer for which training opportunity is not provided by the promotional sequence of related occupations, shall be as per the occupation table in Article 13.01. For the occupation of Process Controller learner periods of 2080 hours. The schedule of learner periods is as outlined in Appendix "B".

13.18 a) - 13.22 – deleted, due to negotiated rates and listed learner periods.

13.23 - Employee's time spent in an occupation requiring a learner schedule shall be cumulative.

13.24 - Any employee who has qualified for an occupation through a learner schedule shall not be required to repeat that learner schedule.

13.25 - The established learner rate of pay for each learner period in an occupation shall apply in accordance with the learner training periods as defined in Paragraph 13.01. However, an employee whose current rate of pay is higher than the minimum rate of a learner occupation to which he/she has acceded, shall maintain his/her current rate, but not higher than the standard hourly rate of the occupation being learned, until such time as the rate for the applicable learner period in an occupation is equal to or exceeds his/her present rate.

13.26 - Any employee, when assigned to an occupation on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such occupation. It is agreed that such past time shall be computed from the records of the Company. This paragraph applies only to learners.

Training of Employees for Occupations

13.27 - Employees who possess the necessary qualifications and ability shall be eligible for training for

the respective trade or craft occupations. Such employees shall be selected in accordance with the provisions of this Agreement which apply for filling of vacancies.

Schedule of Apprenticeship Progression based on the Provincial Apprenticeship Program

BLOCKS	BLOCK 1		BLOCK 2		BLOCK 3		BLOCK 4		SPECIALIZED	
PERIODS	P- 1	P- 2	P- 3	P- 4	P- 5	P- 6	P- 7	P- 8	P-9	P-10
	35.29	35.57	35.85	36.13	36.41	36.69	36.97	37.53	38.09	38.65
	34.29	34.57	34.85	35.13	35.41	35.69	35.97	36.53	37.09	
	33.79	34.07	34.35	34.63	34.91	35.19	35.47	36.03	36.59	
	33.29	33.57	33.85	34.13	34.69	35.25				
APPRENTICE										

NOTE: \$1.15 fold-in from the C.O.L.A is included in the rates in the above table.

Progression through periods within a block is based on 6 months continuous active empl combination of employment and/or pre-employment credits.

Progression to the next block is based on required time in the trade (as seen be Government's Advanced Training Program for each year.

The Provincial Apprenticeship Program is based on 7200 hours as follows:

Year 1	25%	1800 hours
Year 2	50%	3600 hours
Year 3	75%	5400 hours
Year 4	100%	7200 hours

government accreditation

13.28 – Article not used.

13.29 a) - Employees training through an apprenticeship course in a given trade or craft shall be governed by the company procedure as determined by the Provincial Block Training Program of Newfoundland and Labrador. Any changes to this procedure during the life of this Collective Agreement will be discussed with the Union in advance. Employees shall be provided with opportunity to receive on the job training in the various areas of the project applicable to their trade and shall advance through the procedure according to the above Schedule.

13.29 b) – deleted, due to negotiated rates.

13.30 - Employees training through an apprenticeship course shall be initially assigned to that period of the Schedule of Apprenticeship Progression which is appropriate to their accumulated training and experience.

13.31 and 13.32 – deleted due to negotiated rates.

13.33 - It shall be the Company's responsibility to provide opportunities for apprentices to assimilate Provincial Block Training.

13.33 a) - Selection for attendance at block training will be made on the basis of total hours in the trade, as per the Provincial Block Training Program.

13.33 b) - In the instance of equal hours worked, the Apprenticeship Committee will recommend that classified seniority be used to select the candidate for training.

13.34 - In the event an employee assigned to training through an apprenticeship course fails to qualify for progression at the conclusion of any block, the joint apprenticeship committee will review the areas of weakness and assist in the upgrading of said areas. Should the employee fail to qualify for progression in the same block on a second occasion, he/she will be removed from the apprenticeship training and must exercise his/her seniority in accordance with Article 6.05. Any dispute between the Company and employee is subject to the grievance procedure.

13.35 - An employee hired for, or assigned to any occupation to which learner rates are applicable shall be governed by the following:

13.35 a) - such employee shall be furnished by the Company with a list indicating the prescribed schedule of work processes and organized related instruction which apply to each learner period, together with the requirement standards which must be fulfilled in order to qualify for such occupation;

13.35 b) - should such employees consider their qualifications and ability can qualify them for higher than the first learner period rate, they may request within seven (7) days after being processed as a new

hire for, or after being assigned through vacancy posting to, any occupation to which learner rates are applicable, and shall receive a determination of their qualifications and ability which determination shall be made in a manner that is fair, equitable and appropriate in relation to the described work of a qualified employee in the respective occupation and the following shall govern:

13.35 b) (i) - if such determination discloses that such employees are fully qualified, they shall be assigned to the Standard Hourly Rate for the respective occupation; or

13.35 b) (ii) - if such determination discloses that such employees are not fully qualified they shall be assigned to training beginning with that learner period for the respective occupation which is appropriate in relation to their qualifications and ability as disclosed by such determination.

13.36 - Employees assigned, in accordance with Paragraph 13.35, to any learner period of an occupation to which learner rates are applicable shall:

13.36 a) - progress to the next learner period, if any, of such occupation upon the completion of 520 hours of actual learning experience, at which time such employee may request, and shall receive a determination of qualifications and ability as provided in Paragraph 13.35 a), in which event the governing rules contained therein shall apply;

13.36 b) - be considered a regular occupant of such occupation only after a determination of such employees qualifications and ability, made as provided in Paragraph 13.35 a), has disclosed that they are qualified, and

13.36 c) - receive a determination of their qualifications and ability when requested, as provided in a) of this paragraph, and in any other case, upon the conclusion of the final learner period of the respective occupation.

13.37 - In the event employees assigned to training through a learner schedule of an occupation to which learner rates are applicable fail to qualify for progression to the following period or to the Standard Hourly Rate of such occupation whichever is applicable, the Company shall indicate in detail to such employees the reason for such failure and advise and instruct such employees in an attempt to enable them to successfully develop the necessary qualifications and ability. Employees failing to qualify as set out herein may opt to qualify in the requirements of the period failed anytime after one (1) month from the date of the failure. It is understood that a failure under this paragraph constitutes the last failure allowed at any one 520-hour training period.

13.38 - Employees who fail to become qualified for an occupation to which learner rates are applicable following three (3) consecutive determinations of their qualifications and ability shall be subject to removal from such occupation, in which case they shall revert

to the occupation they occupied before they were assigned to such learner schedule.

13.39 - Employees who allege that a determination of their qualifications and ability has been made improperly or that they have been unjustly dealt with because of any determination which has been made, may file a grievance to be processed under the grievance procedure of this Agreement.

13.40 - The Union shall be consulted regarding:

13.40 a) - The prescribed schedule of work processes and organized related instruction which apply to:

13.40 a) (i) - each period of apprenticeship training in the case of trade or craft occupations; and

13.40 a) (ii) - each learner period, in the case of an occupation to which learner rates are applicable; and

13.40 b) - The requirement standards which must be fulfilled in order to qualify at each period of training in either trade or craft apprenticeships or learner rates occupations.

13.40 c) - Deleted

General

13.41 - 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.

13.42 - Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

13.42 a) – All hours worked in a week by learners will be taken into account in the computation of the 520-hour, up to 2080-hour training periods.

13.42 b) - Employees who attend required scheduled training outside working hours will be paid at a rate of time and one half (1.5) for each hour in attendance at such training.

Northern Allowance

13.43 – Effective March 1, 2012, a Northern Allowance of three hundred and twenty five (\$325.00) per month will be paid to each employee. Effective March 1, 2013, and each year thereafter, the Northern Allowance increases by ten (\$10.00). Payment will be subject to the following conditions:

13.43 a) - Number not Used

13.43 b) (i) - Eligible employees must have earnings or be on annual or extended vacation in order to receive Northern Allowance.

13.43 b) (ii) - Annual or extended vacation pay received at layoff or while on layoff or upon termination of employment is not considered as vacation taken or

as earnings for the purpose of Northern Allowance.

13.43 b) (iii) - At time of termination employees with regular earnings for less than a full calendar month will receive prorata Northern Allowance for that month based on the number of days in that month to date of termination divided by thirty (30).

13.43 c) - Northern Allowance is not considered as earnings for the purpose of computing vacation pay.

13.43 d) - An employee will be eligible for Northern Allowance following completion of his/her probationary period and shall be paid on a pro-rated basis.

13.43 e) - An employee changing «status» as outlined above must notify the Personnel Office of such change.

13.44 – Employees retiring or permanently disabled are eligible for relocation benefits of three thousand (\$3000.00) with receipts and three thousand (\$3000.00) cash payment if they relocate outside the immediate area within a maximum period of twenty four (24) months immediately following their official retirement date. In the event an employee relocates between twenty five (25) and thirty six (36) months immediately following their official retirement date, they will be eligible for relocation benefits of two thousand (\$2000.00) with receipts and two thousand (\$2000.00) cash payment.

ARTICLE XIV

REPORTING AND CALL BACK

14.01 a) - If an employee reports for work on his/her regular scheduled shift without having been notified previously not to report and if sufficient work is not available, the employee shall be given at least four (4) hour's pay at his/her regular rate for that day at the standard rate for his/her occupation and will be allowed to go home.

14.01 b) - Should the employee actually begin work in accordance with his/her regular job description and on his/her regular shift the employee will be provided four (4) hours work at the prevailing hourly wage of that occupation, after which he/she may be sent home by the Supervisor provided the employee is so notified before the end of the first half (1/2) of the shift.

14.01 c) - If the employee is offered another occupation for the full shift, and accepts, he/she will be paid the higher rate of the occupation or their regular rate. Should the employee decline to work in another occupation in which he/she can reasonably perform, the employee will be allowed to go home without pay.

14.01 d) - The above shall not apply in cases where work is not available due to causes beyond the reasonable control of the Company.

14.02 - Employees called out to work outside their normal and regular hours shall be paid a minimum of four (4) hours at straight time rates or twice the regular

rate for actual hours worked on the call-out, whichever is the greater. Work required under the foregoing circumstances will be confined to work necessitated by the call-out. If, however, employees are informed before the end of their regular shift to commence work before their next regular starting time, the time will be computed continuously with the regular day's work and the time worked before the regular starting time will be paid for at the applicable rate.

14.03 - Article 14.02 will be applied on the following basis:

“Normal” overtime will be paid for:

14.03 a) - Continuous hours worked following his/her regular shift.

14.03 b) - All hours worked in continuity with the start of the next shift, where employee is advised before end of his/her preceding shift.

14.03 c) - Work performed on assigned rest days where employee is advised before end of last shift he/she works before his/her rest day.

14.03 d) - Replacing an absentee for a complete shift or part of a shift and the employee will be told who he/she is replacing and the work to be done when called or when reporting to work. The employee on regular annual vacation or extended vacation is not considered an absentee.

14.03 e) - The employee called in to work and advised

at least four (4) hours before the start of the work and for the day shift he/she will be advised before midnight.

Call-Out time will be paid for:

14.03 f) - Subject to item d) and item h), employees called after leaving the job, to perform a specific job. Work to be performed will be specified and the employee is expected to work the hours required by the call-out or until he/she is relieved.

14.03 g) - Employee called on assigned rest day and who is not advised as in e) above and who is not called as a replacement.

14.03 h) - Employee called to work for less than full shift and continues working on regular shift without relief (hours prior to regular shift paid as call out).

14.04 - An employee unable to report for his/her regularly scheduled shift shall advise the Company in accordance with Article 17.01 b).

ARTICLE XV

VACATION WITH PAY

15.01 - Vacations shall be granted through all the year, based on a schedule worked out by Company and Union representatives with the aim of posting such schedule on or before November 30th. The schedule

may be reviewed periodically as the need arises as to the number of employees to be released; however, except in the case of unforeseen circumstances, the schedule will not be altered without consent of both parties. The objective is to allow the maximum number of employees' vacation in the period of their preference based on the operational requirements of the Company. A copy of the posted schedule will be sent to the Union.

15.02 - Employees shall be allowed annual vacation with pay varying with their number of years of continuous service and prorated with the months actually worked during the year according to the following scale:

Length of Factor	Maximum Days Allowed Vacation	% of Earnings
After 1 years service	18 days	5.33%
After 2 years service	23 days	6.81%
After 3 years service	28 days	8.29%
After 4 years service	33 days	9.77%

Continuous service shall be defined as commencing on the January 1st immediately following the employee's most recent date of hire and will include any time an employee is on layoff from active employment, during which that employee retained and continued to accumulate seniority.

Annual vacation pay shall be computed by multiplying

the employee's gross earnings for the preceding payroll year by the appropriate percentage factor outlined above.

Employees hired before December 31 will be entitled to vacation with pay varying with the length of their continuous service prorated for months worked between their date of hire and December 31, in accordance with the scale of the first year.

15.03 - Employees, should they so desire and within the guidelines of this article, may choose to split their annual vacation subject to the following criteria:

15.03 a) - An employee will be permitted to split annual vacation only twice.

15.03 b) - Minimum allowable vacation is 7 days.

15.03 c) - Subject to provisions of Appendix "G" the employee will receive their complete Travel Allowance Subsidy on the first calendar portion of their vacation

15.03 d) - Vacation pay will be paid for each portion of the vacation based on the number of days taken.

15.04 a) - Maximum calendar days shall not be reduced as a result of authorized absences due to Union business. Maximum calendar days shall be reduced for any other authorized leave over one (1) month.

15.04 b) - Maximum days allowed vacation shall be

reduced, on a prorata basis, by complete months not worked due to layoff or medical but in no case will the maximum days allowed be less than fourteen (14). At time of vacation, an employee will be allowed a leave of absence without pay for any vacation time cut due to layoff or medical, if he/she wishes. However, an employee's medical leave must cover a period of not less than two months during the calendar year to be prorated.

15.04 c) - An annual vacation bonus of one hundred and ten dollars (\$110.00) per week or fifteen dollars and seventy-one cents (\$15.71) for each day of annual vacation granted will be paid for vacation days taken as per the dates outlined as off season indicated in Article 15.10 b. The vacation bonus will also be paid if annual vacation pay is given to an employee at time of layoff, provided such layoff falls in the above mentioned periods.

15.05 - Vacation pay or the equivalent of vacation pay, without taking such vacation, shall be considered as earnings for computing subsequent vacation pay.

15.06 - Management shall have the option of buying out unused vacation entitlements with the employee's consent. However, all employees must take a minimum of fourteen (14) days vacation per year, except under extenuating circumstances acceptable to the Company. An employee who is on medical may cancel his/her vacation or portion thereof upon returning to work. However the Union will be notified prior to the Company making such decisions.

15.07 a) - This is to confirm our intent with respect to annual vacation pay. All employees will be paid by the continuous pay model.

15.07 b) - Employees who are entitled to vacation upon layoff shall receive vacation pay at time of layoff if the employee so specifies or in accordance with a vacation schedule established prior to his/her layoff.

15.07 c) - Employees who are eligible for vacation pay will receive same at the time they are discharged.

15.08 a) - Employees with less than one (1) year's continuous service, for vacation purposes will receive, upon a break in continuous service, four percent (4%) of gross earnings since their date of hire. Employees with more than one (1) year's continuous service for vacation purposes will receive, upon a break in continuous service, four percent (4%) of gross earnings since the date of the pay period nearest to their last anniversary date in addition to vacation pay to which they may be entitled under Paragraph 15.02 or whatever is provided by law, whichever is greater.

15.08 b) - Employees who retire will receive their regular annual percentage of earnings from the common anniversary date of December 31st to their retirement date.

15.09 - An employee who returns from vacation will be entitled to overtime for days worked in the week he/she returns on the same basis as for the same week as if he/she had not been on vacation and had

worked his/her regular scheduled week.

15.10 VACATION SCHEDULING

The following shall outline the general procedures to establish and schedule rotating summer vacations. Any error, omission or disagreement arising out of the interpretation of the following shall be referred to the Vacation Committee. If not resolved by the Committee, the matter may be taken up in accordance with Article 7.07.

15.10 a) - The purpose of the vacation rotation system is to provide sixty percent (60%) of the employees in a department (Group A) the opportunity to schedule a summer vacation during odd numbered years and sixty percent (60%) (Group B) the opportunity to schedule summer vacation during even numbered years.

15.10 b) - The summer vacation period is defined as the fifteen (15) week period commencing approximately the first Monday of June and ending approximately the second week of September of the vacation year; the exact dates will be confirmed by Company and Union representatives. Block 1 shall include Weeks 1-5, Block 2 shall include Weeks 6-10, Block 3 shall include Weeks 11-15, all periods being inclusive. The Company must allow within the priority group twenty percent (20%) of each occupation within a department to schedule their vacation within each of the blocks outlined above. The Company will allow fifteen percent (15%) of each occupation within a department to go on vacation during the two weeks of

Christmas starting at approximately December 20 to January 2. Fifteen percent (15%) of each occupation within a department will be allowed to go on vacation during Easter. All times outside of those specified will be considered off-season.

15.10 c) - Employees in each occupation entitled to scheduling priority that vacation year shall, on a seniority basis, request their annual vacation period in writing to their Supervisor. An employee may elect to split their vacation into a maximum of three periods, none of which shall be less than one week in duration. Only one of these may be scheduled during the summer vacation period and must fall entirely within a block as defined in b) above. If splitting, the employee will only select the second portion after all other employees in his/her group have made a first choice, and select the third portion after all other employees in his/her group have made a second choice. Once this process has been completed the alternate groups will select their annual vacation in the same fashion.

15.10 d) - Employees will be allowed to schedule vacation for a period of not less than seven (7) days. All vacation days must begin on a Monday.

15.10 e) - It is recognized that due to workforce adjustments, occupations within departments may, from time to time, not be composed of equal numbers of Group A and Group B employees. In these situations the vacation scheduling shall be conducted in accordance with c) above.

If during scheduling, there are available summer

vacation slots not filled by the priority group, they will be offered to the senior employees from the non-priority group who, during their previous priority year, did not have an opportunity to schedule a summer vacation due to group imbalance.

However, in situations where group imbalance is causing a significant problem, the Vacation Committee may meet yearly with Human Resources and agree upon a method of balancing that group.

15.10 f) - In an occupation where vacations have exceeded the agreed upon maximums in the summer period, the Company will, where possible, maintain that level for that vacation period.

15.10 g) - Should production requirements necessitate a temporary shutdown of the Carol Project, vacations will be scheduled during the temporary shutdown.

15.11 a) - Employees and their immediate dependents will be entitled annually, provided the employee has acquired vacation rights, to two (2) free return passages Labrador City to Sept-Iles or Schefferville via Quebec North Shore & Labrador Railway/service provider. At vacation time and for the same purpose the employee will be entitled to free return transportation twice per year, as provided by the Quebec North Shore & Labrador Railway/service provider, for his/her personal automobile and one (1) space in a "car carrier" for his/her personal trailer, motor home, camper, canoe or boat on trailer. In the event that the trailer, motor home, camper, camper pick-up or boat on trailer, exceeds the normal limits of

the “car carrier”, one (1) space on a flat car will be provided for the trailer, motor home, camper, camper pick-up or boat on trailer. Any charges incurred in excess of 6,000 pounds will be at the employee’s expense. For the purpose of this article the personal automobile may be in the spouse’s name. A rented and/or leased trailer will be permitted with proof of rental or lease agreement in the name of the employee or the spouse.

15.11 b) (i) - Employees on long term disability, Workplace Health, Safety and Compensation (WHSCC) and retirees, and their immediate dependents, all of whom must be permanently residing in Labrador West, will be entitled, twice per year, to a free return vehicle and passenger pass from Labrador City to Sept-Iles or Schefferville via Quebec North Shore & Labrador Railway/service provider.

15.11 b) (ii) – Families of deceased employees shall receive the benefits provided under 15.11 b) (i). Such return passage shall continue under the same terms as other benefits entitlement.

15.11 c) - The Company agrees that an employee who is terminated by the Company for medical reasons which prevent his/her further employment by the Company at Labrador City, or who is retired under Sub-section 3.6 of the Pension Plan, will be provided with free transportation on the Quebec North Shore & Labrador Railway/service provider to Sept-Iles for himself/herself, immediate dependents, personal automobile and household effects and one (1) space in a “car carrier” for his/her personal trailer, as set out

in 15.11 a).

15.11 d) - During the term of the current collective agreement, the Company will administer the provisions of Paragraph 15.11 a) as follows:

15.11 d) (i) - The space in the car carrier shall not be more than 61/2' X 7' X 18' in dimension;

15.11 d) (ii) - The automobile may be replaced by an employee's personal motorcycle or snowmobile with sled and contents;

15.11d) (iii) – Should an employee decide to utilize the annual transportation provided for under 15.11 a), at one time during the year rather than at the time of his/her annual vacation, he/she may do so only for medical leaves of absence requiring hospitalization.

15.12 – EXTENDED VACATION

15.12 a) – Each five (5) year period of completed continuous service with the Company qualifies the employee for extended vacation (EV) based on five (5) weeks of EV after five (5) years of service and nine (9) weeks of EV after ten (10) years of service. Each additional five (5) year period of continuous service, after ten (10) years of service, qualifies the employee for EV based on nine (9) weeks of EV.

15.12 b) – The date of entitlement of the second EV establishes the start of the third five (5) year period of service. The start of each subsequent five (5) year

period of service is established in the same manner as the third five (5) year period.

15.12 c) – For an employee entitled to EV before signature date of the 1981-1984 Agreement:

15.12 c) (i) – EV days and pay will be in addition to annual vacation and shall be added to, paid and taken with an employee's annual vacation;

15.12 c) (ii) – All or any portion of EV days entitlement may be cancelled in the year an employee is scheduled for EV pay; if the employee opts for EV days he/she must specify his/her option for EV days entitlement at the time of application for annual vacation. The employee will receive pay for the full EV entitlement if he/she opted not to take the EV days entitlement.

15.12 d) - For an employee becoming entitled to EV on or after the signature date of this Agreement:

15.12 d) (i) – EV will be paid in full in the six (6) weeks following the end of the pay period in which the service Anniversary date completing the 5-year period entitling the employee to EV falls, if the employee so desires. Otherwise the employee will be paid in full at the time he/she takes the extended vacation time;

15.12 d) (ii) - All or any portion of EV days entitlement may be cancelled. If an employee wishes to have EV days, they can be scheduled with any one annual vacation of the five (5) years following EV entitlement;

however, the employee must specify his/her option for EV days entitlement at the time of application for annual vacation and Paragraph 15.12 g) applies.

15.12 e) - EV days and EV pay will be calculated in the same manner and will be subject to the same conditions as annual vacation except that a five (5) year base will be used for EV instead of the one (1) year base. The maximum number of calendar days allowed EV multiplied by .29606 will establish the percent (%) of earnings to be granted as EV pay.

15.12 e) (i) – Extended vacation pay calculations will be sent to employee at time of EV payout

15.12 f) - EV will be scheduled in accordance with the vacation scheduling procedures that apply to the bargaining unit. The desires of the individual employee will be taken into account insofar as practicable but final allotment must be approved by the Manager to insure orderly operation.

15.12 g) – Only in the case of termination will the Company be required to allot EV time or pay in excess of twenty percent (20%) of the employees entitled to EV in the calendar year in question.

15.12 h) - In cases of employment termination due to Technological, Organizational or Operational Changes, extended layoff, death of an employee, retirement (normal, early, special early, postponed) under the Pension Plan Agreement governing this bargaining unit, employees or beneficiaries of deceased employees, so terminated will be entitled to

a prorata EV based on the service period completed at such termination date since last previous entitlement date to EV or since hiring date, as the case may be.

15.12 i) – Service Bonus:

For the second and each subsequent year of service completed after February 28th, 1979, and for which an employee receives an annual vacation pay, extended vacation pay will be increased by a 20-hour service bonus.

Such service bonus will be paid at the same time as extended vacation pay and at the Standard Hourly Rate of the regular occupation held at each service year anniversary date in the applicable period of years preceding the date EV is paid.

ARTICLE XVI

HOLIDAYS

16.01 a) - For each of the holidays hereafter mentioned, each employee will receive holiday pay equal to eight (8) times the applicable hourly rate for the occupation in which he/she is regularly assigned, exclusive of shift and overtime premiums, provided that the employee is not absent without leave on the scheduled shift immediately preceding or following the holiday:

New Year's Day Regatta Day

St. Patrick's Day	Labour Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

16.01 b) - The above listed holidays shall be observed on the day they occur. Such holidays are regular scheduled shifts for all employees so scheduled. The present practice as defined in the current overtime rules and regulations will apply to work performed by 8-hour, Monday to Friday day shift workers. Should a holiday fall on a weekend, for those employees who work a Monday to Friday eight (8) hour schedule, the Company will review its work requirements for the week in question and, if possible, reduce the manpower requirements in these departments on the designated Monday or Friday of the holiday. However, should the Company decide to reduce the manpower requirements on a holiday for other than eight (8) hour shift workers, the employees so affected on their regular scheduled shift will be paid holiday pay equal to their regular scheduled shift.

16.01 b) (i) - Employees will receive two (2) floating holidays per year. Employees will not be allowed to work on a chosen floating holiday and approval is subject to operational needs and must be secured in advance. When a floating holiday is taken, the employee will receive pay based on the regular shift assignment (8, 10, 12 hours).

16.01 c) - Notwithstanding 16.01 a), an employee on vacation or who is laid off the day following or preceding the holiday shall be entitled to holiday pay.

16.01 d) - To be entitled to holiday pay set out in 16.01 a), an employee must have worked during the course of the two (2) weeks that preceded the holiday.

16.02 - In addition to the holiday pay mentioned in Paragraph 16.01 a), eight (8) hour shift employees required to work on a holiday will be paid as follows: 150% of their regular rate for the first eight (8) hours; 200% of their regular rate for the next four (4) hours; 250% of their regular rate for all hours worked over twelve (12) hours. Employees on a twelve (12) hour shift required to work on a holiday will be paid as follows: 150% of their regular rate for the first twelve (12) hours; 200% of their regular rate for the next four (4) hours; 250% of their regular rate for all hours worked over sixteen (16) hours. Employees on a ten (10) hour shift required to work on a holiday will be paid as follows: 150% of their regular rate for the first ten (10) hours, 200% of their regular rate for the next four (4) hours, 250% of their regular rate for all hours worked over fourteen (14) hours.

However, in the case where employees would have the right to a higher hourly rate for such hours worked, in accordance with another provision of the Collective Agreement, they will be paid at such higher hourly rate instead of the rate provided for in this paragraph.

16.03 - Holiday pay hours shall be considered as hours worked only to make the hours actually worked after the holiday within the work week (i.e. Monday through Sunday) eligible for overtime. If the holiday

falls on a day following the last day worked by the employee in the work week, the holiday pay hours shall not be considered as hours worked for the purpose of computing overtime.

ARTICLE XVII

LEAVE OF ABSENCE

17.01 a) - An employee may be granted a leave of absence upon submitting a written request to his/her Supervisor outlining reasons for the leave and its length. Approval or refusal of a leave of absence and its length will be made by the Supervisor based on departmental requirements and will be communicated to the employee. Leave of absence will not be arbitrarily denied. The only benefits accrued during leave will be seniority and those other benefits the collective agreement specifically states will be accrued.

17.01 b) - Employees unable to report to work because of sickness or other valid reasons shall advise their Supervisor directly or leave them a voice mail at least one (1) hour prior to the beginning of the shift so that a replacement may be arranged. An employee who is absent for reason of sickness for more than 3 days shall present a medical certificate covering the time lost upon returning to work.

17.01 c) - The Company will administer fit to return to

work slips concerning lost time accidents resulting from accidents during working hours and medical leaves of absence requiring hospitalization in a city other than the city of residence on the following basis:

17.01 c) (i) – Accidents During Working Hours:

An employee returning to work following a lost time accident provided the normal procedure was followed in conformity with the rules of the Workplace Health, Safety and Compensation Commission, will report to the Occupational Health Department with proof of physical fitness from his/her attending physician. Should the Company require further evidence of physical fitness through a Company designated physician, the Company will pay for the required examination and will pay the employee at his/her regular rate for scheduled hours lost resulting from such an examination.

17.01 c) (ii) – Leave of Absence Requiring Hospitalization:

An employee returning to work after hospitalization in a city other than his/her city of residence will report to the Occupational Health Department with proof of hospitalization and proof of physical fitness from his/her attending physician.

If the Company requires further evidence of physical fitness, cost of the examination and pay for the time lost, if any, will be handled as in Paragraph i) above.

17.02 a) - In case of death of an employee's spouse, (step) mother, (step) father, brother, sister, (step) child, an employee will be allowed a maximum of seven (7) consecutive calendar days, based on the day of the death. The employee will be paid his/her straight time rate for a maximum of five (5) working days.

In case of death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grandparents (in law) or (step) grandchild an employee will be allowed a maximum of five (5) consecutive days. The employee will be paid his/her straight time rate for a maximum of three (3) working days.

17.02 b) - The provisions of Paragraph 17.02 a) will apply to an employee who was not scheduled to work due to being on an authorized leave of absence without pay for reason of illness of a member in his/her immediate family which resulted in the death of that member of his/her immediate family during the period of the employee's authorized leave of absence.

17. 02 c) – Number not used.

17.03 - During the life of this Agreement, to further an employee's educational standard, leaves of absence may be granted without pay to a maximum of eleven (11) employees at any one time, who have at least two (2) year's seniority in the bargaining unit to attend on a full time basis, a course of studies of at least six (6) month's duration at a recognized educational institute. Employees must submit a letter of acceptance from

the institute not less than two (2) weeks prior to the start of the leave requested. Such leave shall at no time exceed the time required to complete the course of study in that academic year and Paragraph 17.01 shall apply. Seniority will be considered in granting leaves of absence, however, if the course of studies lasts more than one (1) year, renewal of the leave will be considered ahead of new leaves.

17.04 - Employees are entitled to maternity, paternity or adoption leave without pay for a period of 52 weeks or in accordance with applicable legislation and regulations.

17.04 a) - The period of such leave shall count for seniority, and service for accrual of annual and sick leave but not entitlement to those benefits in respect of the period of such leave. Maternity, paternity or adoption leave of absence will be granted to employees who have acquired seniority in the bargaining unit. Such request for leave shall not be refused by the Company. For the first 12 weeks of this leave, an employee who qualifies for Maternity or Parental EI Benefits will be provided a top up to bring them to the short term disability rate in effect at that time.

17.04 b) - Such employees shall be restored to their former occupation if work is available and they are capable of performing the work, providing they return to work as out lined in Article VI. If the Company hires a new employee to fill a vacancy resulting from a pregnancy or parental leave of absence, such

employee may exercise any seniority rights that apply.

Upon returning from pregnancy or parental leave, the Company will return the employee to the same department, and shift where possible. Movement to a different shift or department will not be done arbitrarily; however, operational requirements will have priority.

17.05 - Jury Duty

An employee who is summoned for jury duty or serves as a juror or is required to attend upon a court as a witness in a criminal or quasi criminal case and is required to lose time, shall be paid for the actual regularly scheduled time lost with a maximum of one (1) basic day's pay at the straight time rate of the position for each day lost, less the amount allowed for jury duty for each such day. Subject to the following requirements and limitations:

1. an employee must provide the Company with a statement from the Court of jury or witness allowances paid and the days on which jury duty was performed;
2. no jury duty pay will be allowed for any day for which the employee is entitled to vacation or holiday pay. An employee who is scheduled for vacation while acting as juror may reschedule vacation in a free period;
3. Minimum of three (3) days notice, when possible, along with copy of the summons must be provided to the employee's Supervisor.

ARTICLE XVIII

ENVIRONMENT, SAFETY & HEALTH

18.01 a) - The Company, the Union and the employees recognize their obligations and rights according to the laws in force, with respect to matters of environment, safety and health.

18.01 b) - The parties recognize that it is the responsibility of the Company to make necessary provisions for the environment, safety and health of its employees at the work place. In their desire to maintain high standards of environment, safety and health at the work place, the Company and the Union will cooperate in the continuing reduction of risk and exposure with the objective of eliminating accidents and health and environmental hazards and in advocating observance of safety, health and environment rules, procedures and policies.

18.01 c) – The Company and the Union agree that in order to achieve high safety standards, proper attitudes must be developed by all concerned due to the primary role of the human element in any sound accident prevention, industrial diseases and environmental programs with visible support from senior management and the union executive.

18.02 a) - There shall be three (3) Union representatives on the JOSHE Committee appointed by the Union. They shall represent equal areas of the project and will have work experience in the area they represent. These representatives shall be known as Co-Chairs.

18.02 b) – The three (3) unionized JOSHE Co-Chairs shall be full time paid at as per the rate of Senior Operator/Maintainer and shall be accountable to the Union President. Should an employee placed in this position hold a higher job class, the Company will maintain that level.

18.02 c) – Union members of the JOSHE Committee shall be elected by the Union membership for a three (3) year term. The Union JOSHE Co-Chairs shall be considered on a leave of absence from their regular jobs to which they shall return in accordance with Article VI upon completion of their term.

18.02 d) – Only one Union JOSHE Co-Chair may be on leave of absence, vacation or otherwise be away from work at any one time. During such period the remaining Co-Chairs shall cover all areas. In the rare event that all Union JOSHE Co-Chairs are away from work due to unforeseen circumstances, the Union President will designate one experienced replacement to respond to situations that require a Union JOSHE Co-Chair in attendance.

18.02 e) – Due to the responsibility placed upon the

persons who hold these positions, the parties agree that the JOSHE Co-Chairs shall not be named to any committee or appointed to any other Union position excepting the Union Executive or the Negotiating Committee. If a JOSHE Co-Chair is appointed to the Negotiating Committee, the JOSHE Co-Chair shall request and be granted a leave of absence for a period of not less one month with at least one week advance notice. If elected to the Union Executive, the JOSHE Co-Chair shall not be appointed to replace the Union President. Union Executive duties shall not result in excessive absence from the workplace.

18.02 f) – There shall be two (2) Management Co-Chairs of the JOSHE Committee appointed by the Company.

18.03 a) – In the discharge of its functions the committee shall: consider existing practices and rules relating to environment, safety and health, review and formulate appropriate and necessary suggestions for changes in existing practices and rules, recommend adoption of new practices and rules, review and revise proposed new safety and health and environmental programs, review and analyze the cause and means to be taken in case of unsafe acts and conditions, accident statistics and trends as well as noise, dust, fumes, gas, hazardous chemicals, cold and heat reports and make appropriate and necessary recommendations concerning the functions and duties set out above.

18.03 b) – Recommendations of the JOSHE

Committee shall follow a structure developed by the JOSHE Committee and, if not resolved, shall be submitted to the Steering Committee for their consideration. The Steering Committee will advise the JOSHE Committee of the appropriate action to be taken by the Company on the recommendations taken.

18.04 - A quarterly inspection tour shall be made, each of Primary Ore and Product Manufacturing areas. Such tours shall include the area Union JOSHE Co-Chair, the area Union Safety & Health Technician, the representative of the Newfoundland Ministry of Labour - Health and Safety Branch, and up to two (2) members of Management.

18.05 – Each area JOSHE Committee shall hold a monthly meeting at a time determined by the Co-Chairs of both parties. Each area Co-Chair shall submit a proposed agenda to the other Co-Chair at least five (5) days prior to the monthly meeting. The area Company Co-Chair will provide the Union Co-Chair with minutes of the monthly meeting within forty eight (48) hours (excluding Saturdays, Sundays and holidays) following this meeting. Furthermore, should conditions warrant, the Co-Chairs, by mutual agreement, may call such meetings as they deem necessary.

18.06 - Prior to the monthly meeting, the area Co-Chairs may inspect mutually selected work areas in respect of such matters as: accident/incident investigation follow-up; excessive noise, heat, cold and hazardous chemicals, fumes, dust or vibration as they

pertain to employee's health and reported unsafe conditions. A report of the inspection shall be prepared by the Company and transmitted to the Union Co-Chairs setting forth their findings.

18.07 - In the case of accidents which result, or could have resulted in disabling injury there will be a fact finding investigation and the union area JOSHE Co-Chair will attend.

18.08 - Any time a safety hazard arises which the employee and his/her Supervisor cannot resolve, it may be addressed by the appropriate JOSHE Committee Co-Chair and brought to the attention of the area Superintendent. This person will then advise the Union of the appropriate action to be taken by the Company.

18.09 - The Company and the Union will continue their program of air sampling and noise testing. Where the JOSHE Committee alleges a significant on the job health hazard due to air pollution or noise, the Company and the Union will also make such additional noise tests and air samplings as are necessary. A report based on such additional noise tests and air samplings shall be forwarded to the Joint Occupational Safety, Health and Environment Committee.

18.10 a) - Should an employee or a group of employees believe that there exists an unsafe, unhealthy or dangerous condition with respect to the area in which he/she is working, other than the normal hazards in his/her work or working area, or if the

employee has to perform work contrary to environmental legislation, the employee shall have the right to stop working and he/she shall immediately report the condition to his/her Supervisor who shall investigate the condition and take steps necessary to correct it.

18.10 b) - If the employee is not satisfied with the decision of his/her Supervisor, he/she shall have the right to be relieved from duty on the job in respect of which he/she has complained and will be assigned to another job at his/her regular rate, or the rate of the job performed if higher. Should the stoppage of work due to an alleged unsafe, unhealthy or dangerous condition affect other employees, such employees will be reassigned to other jobs at their regular rates, or the rate of the job performed if higher.

18.10 c) - As soon as possible, the JOSHE Committee will be called in by the Supervisor to inspect the alleged unsafe condition. The employee may be called in at the request of the Committee.

18.10 d) - If the JOSHE Committee agrees that the condition was in fact unsafe, the employee shall be reassigned to the job when the unsafe condition has been remedied.

18.10 e) - If the JOSHE Committee disagrees as to the safety of the condition, the Union or the Company shall have the right either to file a grievance at Step 2 of the grievance procedure in accordance with Article 7 or request appropriate governmental intervention.

18.10 f) - A grievance filed under e) above which is advanced to arbitration must be scheduled as soon as an approved arbitrator is available but in any case shall be no later than thirty (30) days from the date the grievance was denied at Step 2 unless mutually agreed upon by the parties.

18.10 g) - Pending resolution of the matter, the Company has the right to offer the work in dispute to another hourly employee who will be advised of the refusal by the regular employee to perform the work for safety reasons. If this hourly employee refuses to perform the work in dispute, while awaiting the resolution of the problem by one or the other of the methods set out in e) above, the Company will have the right to continue to have the work performed.

18.10 h) - The Company may present a grievance in the event that Section 18.10 is subject to vexatious or abusive treatment.

18.11 - Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with Appendix H or as such prevailing practices may be improved from time to time by the Company. The JOSHE Committee may make recommendations with respect to this paragraph.

When the Company introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to

the use of protective apparel, the matter will be discussed with the members of the JOSHE Committee in advance in order for the committee to form an opinion as to the adequacy of the protective apparel and with the objective of increasing co-operation.

18.12 - The Company shall provide adequate first-aid during working hours.

18.13 a) - If time is needed by an employee during his/her normal working hours to visit the doctor as a result of a work accident and the time for such visit is not compensated for under the Workplace Health, Safety and Compensation Commission Act, no loss of pay shall result.

18.13b) (i) - Employees shall be allowed a complete annual industrial examination which will be carried out in accordance with the prescribed medical examination.

18.13 b) (ii) - The examination may be carried out by the physician designated by the Company or by the physician of the employee's choice. Should the employee not use the services of the physician designated by the Company, the Company will pay an amount up to the cost of providing the complete industrial examination through the Company. Where the employee uses the services of the physician of his/her choice for the industrial examination, the examination results required for employment purposes shall be forwarded to the Company designated physician.

18.13 b) (iii) - The above examinations will be carried out outside the employee's work hours and the employee will be allowed one (1) hour at the regular straight time rate for attendance at such examination. The employee will receive an invoice form from the Company. The form will state that the employee has taken the prescribed examination. On receipt of the invoice the Company will pay the doctor's fee up to the agreed amount prescribed for such examination.

18.13 b) (iv) – Should the Company require an employee to be examined by the Company designated physician during the employee's regular scheduled shift, no loss of pay shall result.

18.13 b) (v) - Employees who are required to obtain a Miner's Medical will be allowed two (2) hours at their regular straight time rate for attendance at such examination.

18.14 a) - A copy of the Company's report on lost-time accidents and a first-aid station report shall be forwarded to the Union Co-Chair of the JOSHE Committee. Such reports may be discussed at committee meetings.

18.14 b) - When an employee signs a form prescribed by the Workplace Health, Safety and Compensation Commission, a copy of such form, as submitted by the Company to the Commission, will be made available to the Union upon request with express permission of the employee.

18.14 c) - When the Company contests a request for indemnity, the Union will be advised of such contestation.

18.15 - During the life of the present collective agreement, it is the intent of the Company to provide for eye examinations and prescription safety glasses under the following conditions:

18.15 a) - The Company will reimburse the full cost of the eye examinations related to prescription safety glasses, not more than once a year, upon presentation of a proper doctor's invoice.

18.15 b) – the Company will pay an amount up to the cost of providing the safety glasses through the Company twice per year;

18.15 c) - under the same conditions as b) above, the Company will replace safety glasses broken or damaged on the job.

18.16 a) - Should an employee contract an industrial disease from Company work processes which renders the employee unable to maintain necessary standards of health on the job he/she was regularly performing, the employee will be moved to some other job for which he/she is qualified. The foregoing will also apply to an employee who contracts an industrial disease for which a permanent partial disability is recognized under the Workplace Health, Safety and Compensation Commission Act.

18.16 b) – Should the Company not offer the employee an occupation of equal or higher rate, the employee will be treated as being laid off and Paragraph 6.06 will apply.

18.16 c) – If the employee is treated as being laid off, the Company will maintain the difference between the rate of the regular occupation held and the rate of the occupation obtained through the provisions of Paragraph 6.06.

18.16 d) - If an employee refuses an occupation of equal or higher rate for which he/she qualifies medically and in accordance with the terms of the collective agreement, the employee shall be paid the appropriate rate of the occupation in which he/she exercises seniority.

18.16 e) - If there is disagreement as to the employee's medical condition rendering the employee unable to perform a job under the terms of 18.16 a), the employee shall be examined by a physician chosen by the employee's physician and the Company designated physician. The medical opinion of the third physician after examination of the employee and consultation with the other two physicians shall decide the matter. The fees and expenses of the third physician shall be paid by the Company. Regular wages lost and reasonable expenses incurred by the employee as a result of an examination required by the third physician will be paid by the Company.

18.17 a) – In addition to the three (3) Union JOSHE

Committee members, there shall be three (3) full time paid Environment, Safety and Health Technicians. These Technicians will be appointed by the Union but will be directed by and report to Management. They will perform Environment, Safety and Health duties as part of the Company's Environment, Safety and Health Program. The Technician's job will be paid the negotiated rate for Senior Operator/Maintainer. Should an employee placed in this position hold a higher occupation, the Company will maintain that level.

18.17 b) - There shall be no replacements for the Union Environment, Safety and Health Technicians who are absent from the job during the term of this Collective Agreement except when on LOA for the Negotiating Committee and an extended vacation period of more than two weeks.

18.17 c) - The Union Environment, Safety and Health Technicians will be subject to all provisions of the Collective Agreement except for bumping.

18.17 d) – Number not used

18.17 e) – Environment, Safety & Health Technicians shall be considered on a leave of absence from the occupation they held prior to being appointed.

18.17 f) - Due to the responsibility placed upon the persons who hold these positions, the parties agree that the Environment, Safety & Health Technicians will not be named to any committee or appointed to any

other Union position excepting the Union Executive or the Negotiating Committee. If appointed to the Negotiating Committee the individual shall request and be granted a leave of absence for a period of not less than one month with at least one week advance notice. If elected to the Union Executive, the Environment, Safety and Health Technician shall not be appointed to replace the Union President. Union Executive duties shall not result in excessive absence from the workplace.

ARTICLE XIX

NOTICES

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

To the Company:

Manager of Human Resources
Iron Ore Company of Canada
P. O. Box 1000
Labrador City, Newfoundland & Labrador
A2V 2L8

To the Union:

Recording Secretary, Local 5795,
United Steelworkers
105 Hudson Drive
Labrador City, Newfoundland & Labrador

A2V 1L4

19.02 – Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt or e-mail confirmation shall establish the date of mailing.

19.03 - Provisions of this article apply to all articles having time limits.

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

ARTICLE XX

CONTRACTING OUT

20.01 - The Company will do repair, maintenance and production work with employees of the bargaining unit. Contracting out will be kept to a minimum.

20.02 a) - No employee in the bargaining unit will be laid off or displaced to a lower rated job because of work normally accomplished by the employees in the bargaining unit being contracted out, or such work being performed on site by a contractor. Furthermore, before contracting out such work, the Company will recall, in accordance with Article 6.08, qualified employees who are laid off or displaced, for such

work, provided these employees are available.

20.02 b) - No employee working in a job in the department or departments in which a contractor is employed will be displaced from his/her department, because of the contractor's work, during the period of time a contractor's employee is working in a similar occupation on site.

Employees working in the department or departments where a contractor is employed will be scheduled for not less than the same number of hours per week as employees in the bargaining unit working in other departments.

20.03 - In accordance with Paragraph 20.04, before the Company finally decides to contract out repair, maintenance or production work, the Company will provide the contracting out committee with detailed information as set out in Appendix "D" so that the Union members of the committee can adequately form an opinion as to whether or not such work should or should not be contracted out. Should the scope of the contractor's work be changed during the contract period the changes will be treated as a new contract.

20.04 – Not less than ten (10) days before the Company finally decides to contract repair, maintenance or production work which is normally carried out by its regular qualified employees, the Company will notify the Union committee in writing including a time and place for a meeting . The notice provided will include detailed information as set out in Article 20.03. The meeting will take place five (5) days

before commencement of the work. When the Company cannot give the ten (10) days' notice, a verbal notice will be given immediately when it becomes possible to do so and confirmed by e-mail.

20.05 - The committee mentioned in Article 20.03 shall be composed of four (4) Union representatives and four (4) Company representatives. If a meeting is desired, the Union committee members shall not lose regular earnings while in attendance at this meeting.

20.06 - Any alleged violation of the provisions of Article XX shall be subject to the grievance procedure and processed in accordance with Article 7.

20.07 - An individual employee who has been laid off or displaced in violation of the provisions of Paragraph 20.02 may file a personal grievance for the pay he/she claims to have lost.

20.08 - A contractor working on site under Paragraphs 20.03 and 20.04 will not perform repair, maintenance or production work, not associated with this contract, normally performed by bargaining unit employees. Should this occur an employee may lodge a grievance at Step 2 in accordance with the provisions of Paragraph 2.03 and any claim payable will apply from the date the grievance was filed.

20.09 - SPECIAL ACCELERATED ARBITRATION PROCEDURE

20.09 a) - Purpose

The purpose of this special accelerated arbitration procedure is to settle expeditiously disagreements relating to contracting out work within the context of Article XX of the Collective Agreement. These provisions are not necessarily related to an announced layoff.

20.09 b) - Nomination of the Arbitrators

Both parties agree to name six (6) arbitrators who will, be available on request. They must devote the time, necessary to carry out their functions and responsibilities. The expenses of the arbitration shall be paid equally by the Union and the Company.

20.09 c) - List of Arbitrators

D. Alcock

- D. Buffet
- J. Clarke
- J. Oakley
- J. Scott
- W. Thistle

20.09 d) - Arbitration Procedure

Once a written grievance has been filed according to the provision of Article XX, it may be referred to an arbitrator provided for in the accelerated procedure. The following procedure will be followed:

20.09 d) (i) - Once the grievance has been filed, either

Co-Chair of the parties' Contracting Out Committee will contact one of the arbitrators in rotation so that he/she may set the grievance hearing as soon as possible. The hearing will take place as soon as the arbitrator has indicated his/her availability.

20.09 d) (ii) - The arbitrator will examine the facts and the parties will proceed with their argument. When one or more witnesses are deemed necessary to clarify facts, they will be heard promptly.

20.09 d) (iii) - If the arbitrator deems it advisable he/she may visit the site with one or more representatives of both parties.

20.09 d) (iv) - If objections are raised during the hearing and if the arbitrator does not rule on them immediately, he/she will take them under advisement and will rule on them at time of decision.

20.09 d) (v) - The arguments of the parties will be heard during the hearing.

20.09 e) – Responsibilities and Duties of the Arbitrator

20.09 e) (i) - Subject to the foregoing, the arbitrator will render his/her decision on the bench and will confirm his/her decision in writing within five (5) days of the hearing.

20.09 e) (ii) - The authority of the arbitrator is limited to the application and interpretation of the Collective

Agreement and to the grievance in dispute.

20.09 e) (iii) – The arbitrator is prohibited from rendering a decision inconsistent with the provisions of the Collective Agreement. The decision will be binding on both parties and shall not create a precedent.

ARTICLE XXI

STRIKES AND LOCK-OUTS

21.01 - The Company agrees that there shall be no lock-out during the life of this Agreement.

21.02 - The Union agrees that there will be no strike, picketing, concerted slowdown or stoppage of work during the life of this Agreement.

21.03 - The Union further agrees that it will not involve any employee of the Company, or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer. An employee who holds a Union position at the Company and is granted a leave of absence under the provision of Article 4.09 is not touched by the above provision in exercising a Union representative function in a difference involving another employer.

ARTICLE XXII

AUTHORITY OF THE UNION

22.01 - The United Steelworkers (Local 5795) and its duly appointed or elected representatives 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 the same Union and/or its members under the Laws of the Province of Newfoundland and Labrador.

ARTICLE XXIII

VALIDITY OF THE AGREEMENT

23.01 - If any provision of this Agreement is void in view of the provisions of the Labour Relations Act of the Province of Newfoundland and Labrador, the other provisions of the Agreement shall not be affected in any way by such nullity.

ARTICLE XXIV - Number not used.

ARTICLE XXV

LEGAL TEXT

25.01 - The English text is the legal text of this collective agreement.

ARTICLE XXVI

DURATION OF THE AGREEMENT

26.01 - This Agreement shall become effective on March 1, 2012 and shall remain in full force and effect until the 28th day of February 2018.

26.02 - Within the ninety (90) days preceding the expiration of this Agreement, either party may notify the other party of its desire to negotiate the terms and conditions of a new Agreement.

IN WITNESS WHEREOF Iron Ore Company of Canada has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the duly appointed or elected representatives of United Steelworkers (Local 5795) have hereunto set their hands and seals this 29th day of May, 2012.

IRON ORE COMPANY OF CANADA

UNITED STEELWORKERS LOCAL 5795

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APPENDIX "A"

CO-OPERATIVE WAGE STUDY

(C.W.S.)

MANUAL

For
JOB DESCRIPTION

CLASSIFICATION

And
WAGE ADMINISTRATION

MARCH 1st, 1958

Including C.W.S. Procedure for handling new or
changed jobs.

APPENDIX “B”

LEARNER PERIOD FOR OCCUPATION ANALYSIS

Division: Labrador City

Occupation	Period 1	Period 2	Period 3
Process Controller	33.30	33.86	34.42

*\$1.15 fold-in from the COLA is included in the rates in the above table.

OCCUPATION TRANSITION TABLE

Previous Job Classification	New Occupation	Previous Job Classification	New Occupation
Janitor Labourer Beneficiation Labourer-General	Labourer	Shovel Operator Sampler Analyst	Senior Operator/ Maintainer
Labourer-Maintenance Steam Cleaner (PO) Utility Person (PM) Trackman (ATO) Mine Attendant Truck Driver Freight Handler Blaster Float Driver Agglomerating Attendant Equipment Attendant Concentrator Grinding & Crushing Attendant Haulage Truck Driver Induration Attendant Loading Pocket Operator Manufacturing Maintenance Operator Material Handling Attendant Mobile Equipment Operator Primary Ore Maintenance Operator Process Attendant Drill Operator- Production Mobile Crane Operator Senior Material Handling Attendant Track Equipment Operator	Operator/Maintainer	Crusher Operator Control Room Operator-Concentrator Pelletizing Control Room Operator	Process Controller
		Compressor Boiler Operator (4th cl) Heating & Steam Plant Operator (3rd cl) Stationary Engineer (2nd cl)	Stationary Engineer
		Painter Carpenter	Mechanical - 1
		Pipefitter Welder Mechanic Field Mechanic Plant Auto Mechanic Machinist Health & Safety Representative JOSHE Co-Chairpersons	Mechanical - 2
		Electrician Transmission Maintenance Electrician	Electrical - 1
		Electronic Repairman	Electrical - 2

APPENDIX “C”

CONSULTATIVE MACHINERY

Appendix not used.

APPENDIX “D”

CONTRACTING OUT REQUIREMENT LIST

Description of proposed work:

Manpower (including special skills):

Equipment and/or facilities:

Material:

5. Planned Starting date:

Planned completion date:

6. Other remarks:

7. Date of Meeting: _____

Time of Meeting: _____

Signature

APPENDIX “E”

COST OF LIVING ALLOWANCE

Iron Ore Company of Canada

And

QNS&L

Unionized Employees

March 1, 2012

APPENDIX “F”

HEALTH CARE PLAN

Iron Ore Company of Canada

And

QNS&L

Unionized Employees

March 1, 2012

APPENDIX “F-1”

DENTAL PLAN INSURANCE

Iron Ore Company of Canada

And

QNS&L

Unionized Employees

March 1, 2012

APPENDIX “F-2”

RETIREMENT PLAN
FOR THE UNIONIZED EMPLOYEES OF
IRON ORE COMPANY OF CANADA
QUEBEC NORTH SHORE
& LABRADOR RAILWAY
AND ASSOCIATED AND SUBSIDIARY COMPANIES

March 01, 2012

Plan Name: Pension Plan for Employees of Iron Ore Company of Canada, and Associated and Subsidiary Companies

Plan Numbers:

OSFI Registration Number: 55315

Newfoundland and Labrador Registration Number:
24889

Canada Revenue Agency Registration Number:
0382150

APPENDIX “G”

Travel Allowance

The Travel Allowance Benefit is provided for employees and their families permanently residing in Labrador West once per year per family at the time of his/her annual vacation. For married employees, the benefit will be provided for the employee, the spouse and their children. Children are defined as not fully employed children under 18 or who are full time students under 24. The Travel Allowance benefit will be in the amount of \$1450 per eligible claimant, 100% of which will be advanced before leaving for annual vacation.

APPENDIX “H”

A) - The following protective clothing and equipment will be provided at Company expense to provide safe job working conditions:

1. The Company will supply to all employees leather, rubber and cotton gloves as well as mitts, according to the requirements of their job.
2. Rubber gloves as used by linepersons or protective leather mitts will be supplied to electricians.
3. Leather gloves, jackets, cape sleeves, leg protectors and welder masks will be supplied to welders.
4. Neoprene gloves will be supplied to employees working with acids or strong detergents.
5. Rubber gloves, lab coats and protective masks will be supplied to laboratory employees.
6. Life jackets will be supplied to employees working where there is danger of falling in the water.
7. Liners for safety hats will be supplied to employees according to the requirements of their job.

8. Ear plugs or muffs will be supplied to employees according to the requirements of their job.
9. Adequate additional protective clothing (waterproof jackets and pants) or rubber boots will be supplied to all employees for weather protection according to the requirements of their job.

The above-mentioned items will be replaced as required provided the worn-out item is returned to the Company.

B) - Safety hats:

All employees will be supplied a safety hat;

1. The Company will replace lost hats at employee's expense;
2. Hats broken, damaged or lost at work will be replaced free, provided they were properly worn or used at the time they were damaged or lost.

C) - Face masks/Respirators:

1. Face masks or respirators will be supplied to all employees before working in areas contaminated by dust, gas or fumes;
2. The Company will replace lost face masks or respirators. Face masks or respirators lost will be replaced at employee's expense;

3. Broken, damaged or lost masks or respirators will be replaced free, provided they were properly worn or used at the time they were damaged or lost.

D) - Safety Glasses:

1. All employees will be supplied one (1) pair of safety glasses;
2. The Company will replace lost safety glasses lost at employee's expense;
3. Broken, damaged or lost safety glasses will be replaced free, provided they were properly worn or used at the time they were damaged or lost.

E) - Safety Locks

Safety locks and keys used for lock-out procedure will be supplied to all employees required to use same.

All of the above-mentioned items must be turned in when the employee quits the Company, otherwise he/she will be charged for these items.

F) - Personal Protective Apparel

1. The Company shall provide, on April first of each year commencing on April 1, 2012, a voucher for a local supplier for the purpose of purchasing approved personal protective apparel. This voucher shall be in the amount of

seven hundred and fifty dollars (\$750.00) for Maintainer Operator Mechanical 2 employees and Maintainer Operator Electrical 1 employees and three hundred and ten dollars (\$310.00) for all other employees. There shall be no replacement of lost, damaged or stolen items excepting as provided for by the voucher.

New Hires will be provided their vouchers during their Induction period.

2. Personal Protective Apparel eligible for procurement with the above voucher shall include:
 - i) approved safety footwear
 - ii) regular work coveralls
 - iii) insulated work coveralls
 - iv) industrial work shirts and work pants
 - v) fire retardant coveralls for Maintainer Operator Mechanical 2 employees and Maintainer Operator Electrical 1 employees.
3. The Company shall continue its practice of providing apparel washing facilities at the workplace for coveralls only.
4. The Union President or his/her designate and representatives of the Procurement Department and Human Resources Department shall meet annually for the purposes of reviewing bids and awarding annual supply contracts. The purchase of said protective apparel shall be conducted in a

manner so as to maximize available product quality at minimum cost and reduced administrative burden for the Company.

APPENDIX “I”

AGREEMENT ON TECHNOLOGICAL

ORGANIZATIONAL OR

OPERATIONAL CHANGES

March 1, 2012

APPENDIX “J”

EMPLOYMENT BENEFITS AND SPOUSE OR FAMILY STATUS

1. For the purposes of application of Company employment benefits, the Company will recognize as spouse, not only legally or religiously married couples, but also upon designation in writing by an employee, filed with the employer, such an employee and their partner, if they have been publicly represented as common law spouses and still are at the time an event occurs that may entitle them to a Company benefit, provided they have been living together.
 - a) At least one (1) year, if none of them is still married to any other person, or
 - b) Three (3) years, if one or both of them is still married to another person.

If the marital union has not been legally contracted, the spouse will not be considered as such if a period of three (3) months has elapsed during which the spouse has not cohabited. In case of

divorce or annulment of marriage, the spouse will not be considered as such from the date that the divorce or annulment is declared.

2. Benefits covered under this appendix include Life and Death or Dismemberment Accidental Insurance, Medical & Hospital Expense Insurance, Pension Plan, Northern Allowance, Travel Allowance, Dental Insurance and any other benefits for which family status is of concern, whether or not the persons are employees and whether or not they are covered or not covered under a collective agreement.
3. Company benefits will be applied on the following principles:
 - a) Where both spouses are employed by the Company, it is understood that the Company's intent in the administration of any employee benefit is to avoid overlapping payments to the spouses and/or the dependents if any.
 - b) Any person eligible for a Company benefit as company employee is excluded from claiming the same benefit as a dependent of that employee, and neither of them can claim at the same time the benefit as supporting the other as a dependent.
 - c) When a benefit is granted as a family benefit such as Travel Allowance, it can be claimed only by one of the spouses and the Company liability will not exceed 100% of the amount payable for the whole

family.

- d) Unless spouses that are both employees agree otherwise and notify the Company, a family benefit will be paid to the male employee.
- 4. Failure to provide the documentation required to determine dependent status of an employee will result in an employee maintaining single status.

APPENDIX “K”

**AGREEMENT ON
SUPPLEMENTARY UNEMPLOYMENT
BENEFIT PLAN**

March 1, 2012

ISSUE #1 – STUDENTS

IRON ORE COMPANY OF CANADA **STUDENT EMPLOYMENT PROGRAM**

The Iron Ore Company of Canada and the United Steelworkers, Local 5795/6731, have hereby agreed to the following guidelines should IOC determine that students will be hired.

1. **Eligibility:** Although any student can apply for student program, preference will be given to IOC dependants. IOC scholarship students will be awarded the first positions.
 - a) This includes dependents of active, LTD, retired or deceased IOC/QNS&L employees who are full time students as stated below.
 - b) Students must be in full-time attendance at a post secondary institution.
 - c) Students must be in a degree or diploma program.
 - d) Students must have been in school full time in the previous two post secondary terms and be registered for the following term.
 - e) Students are continuing their studies the following September in a Degree or Diploma.

2. **Selection Process**
 - a) The Company shall determine the number of student employment positions.

 - b) Students must have completed the required documentation and submitted information required from the institution on the forms provided.

 - c) Three member IOC teams comprised of Operations Representative, HR Representative, and USW Representative Local 5795/6731 will interview and evaluate all eligible applicants based on the competencies. These competencies will be made available to all candidates to review in advance of the interview process through the IOC website. Where practically possible the student interviews will be conducted in person either at the location of the student's academic institution or the locale of their permanent residence.

- d) In the event that the interview team is not able to reach consensus on the deselection of a student application, the USW Representative shall have the right to determine that such applicant be placed in the draw. Such determination shall not be made in an arbitrary or discriminatory manner. Should Management consider a determination has been arbitrary or discriminatory, the parties agree to expedited arbitration as per Article 8.10.
- e) All eligible student applicants who are selected as per d) above plus those students returning from a preceding period of student employment who received acceptable performance reviews will become part of the student employment pool for that year.
- f) Students from the pool shall be considered for staff type student employment based entirely on merit as determined by the Company during the joint interview and selection process having also taken into consideration the application of that student's educational discipline.
- g) Students from the remaining pool who are dependants shall be considered for hourly type student employment based on a random draw process agreed to and conducted jointly by the representatives of the Company and USW Local 5795/ 6731. Such a draw will determine both those students who shall be employed in student positions for that year as well as the order in which students may be employed should additional positions become available.
- h) All students must meet the requirements of a medical assessment and standard physical fitness test or be able to be accommodated by the Company in order to be employed by the Company.
- i) If there are not enough dependants to meet the requirements for student employment in hourly type positions then the Company and the Union shall discuss and agree on a process to be used to select the remainder of the student requirements.

3. **Students' Responsibility**

- a) Number not used.
- b) Number not used.
- c) Number not used.
- d) Students must be available to work the entire period required. Any student requiring to leave early must comply with Article 2.02.
- e) Should the student decide not to continue his/her studies, it is the student's responsibility to notify the Iron Ore Company of Canada (Human Resources) as soon as the information is available.

4. **General.**

- a) Students will be paid an hourly rate equivalent to eighty percent (80%) of the Operator Maintainer rate. No Union dues will be required.
- b) Students may be employed by the Company as per the summer and Christmas vacation periods defined under 15.10 b.
- c) Student will be evaluated periodically. The evaluation will benefit students as it determines areas in need of improvement for future employment.
- d) Students may be terminated at any time during this period of employment should they fail to meet Company standards.
- e) The Company will provide students with all required PPA and PPE, as per their job requirements.

ISSUE #2 – TEMPORARY EMPLOYEES – ARTICLES 6.08 e) AND 6.08 f)

Letter not used

ISSUE #3 - SEVERANCE PAY

In the event there is a permanent shutdown of the Iron Ore Company of Canada, the Company agrees to

meet with the Union on this matter and negotiate a severance pay plan.

ISSUE #4 - PROCEDURE FOR REPORTING SHIFT ABSENCE

Letter incorporated in Article XVII.

ISSUE #5 - BIDDING DOWN - RE: LAYOFF

The Company will allow employees who enter the Apprenticeship Program or Learner Program to maintain their last job class for displacement purposes at time of layoff. This exception applies only at time of layoff.

ISSUE #6 - C.W.S. PROCEDURE FOR HANDLING NEW OCCUPATIONS

In order to provide a standard procedure for handling Union claims on the above and to provide for recourse to management prior to possible arbitration, the following has been agreed as appropriate procedure that should be followed in any future problems related to C.W.S. matters:

- a) The Company and the Union have agreed to negotiated rates outside the CWS procedure for the occupations outlined in Article 6.
- b) When the Union alleges that the Company has created a new occupation without advising the Union, or, that a

newly created occupation has been incorrectly assessed, the Union will notify the Company C.W.S. Chair in writing, stating their position. Such notification will outline in writing the main details of the occupation so that it will be readily identified.

- c) The Company and Union C.W.S. Committees will meet within sixty (60) days to discuss the claim.
- d) If a satisfactory settlement is not reached via b) above, the matter will be sent to the C.W.S. referees who shall meet within ninety (90) days of the referral and render a decision within sixty (60) days concerning their agreement or disagreement.
- e) If no agreement is reached via c) above, the Company will install any changes it may wish to make as a result of the discussions and will notify the Union of its final position.
- f) If the Union wishes to grieve, it must do so within thirty (30) days of d) above setting out its position as specified in Paragraph 7.07 of the Collective Agreement. Such grievance will be filed at Step 2 of the grievance procedure.
- g) If the grievance is not settled in accordance with e) above, the Union may refer the case to arbitration in the same manner as a policy grievance in accordance with the Collective Agreement.
- h) The decision at procedure Step b) or c) or f) above shall be effective as of the date when the job was established. In no event will the effective date be earlier than sixty (60) days prior to the date on which written notification was received.

- i) Where the Company initiates the action, the Union has thirty (30) days to indicate disagreement and initiate the procedure outlined in a) to f) above.
- j) Members of the C.W.S. joint committee will not suffer any loss of wages for the time spent at a joint meeting of this committee during their regular working hours.

ISSUE #7 - BUS SCHEDULE

Should there be a requirement to make changes to the bus scheduling other than minor adjustments, the Company commits to discuss such changes with the Union.

ISSUE #8 – “B” TEAM

Letter not used.

ISSUE #9 – VACATION ROTATION

Letter incorporated in Article XV.

ISSUE #10 - VACATION REPLACEMENT

Letter not used.

ISSUE #11 - SPECIAL ISSUES

This is to confirm the agreement reached during negotiations of “special issues” pursuant to Article XX.

The Company understands that the Union has a legitimate concern about contracting out because of its effects upon such matters as job security and job opportunity and will therefore use its best efforts to minimize the amount of production or maintenance work to be contracted out.

The Company will commit to maintaining work for its employees and the community in line with the Company’s mission statement while working to become the lowest cost producer of value added iron ore products in the world.

After reviewing the issues associated with Article XX the Company agrees with the Union that much of the conflict that arises out of this article result because of a lack of understanding. To this effect we are proposing the following procedure to monitor these activities:

- a) The Contracting Out Committee will review work currently contracted out and any planned contracting out of work in the future, with the aim of investigating whether the work can be performed by bargaining unit employees with cost effectiveness being the most important but not the only determining factor.
- b) That each area (Mine, Concentrator, Pellet Plant, Central Services) would have a management and union representative charged with the responsibility of monitoring Contracting Out issues. The management representative will have the responsibility to review with their counterpart all issues associated with the requirement to bring contractors on site, and the work

that is sent outside for repair.

- c) Where further discussion is required, the area manager will meet with the Contracting Out Committee and the area representatives. Normal application of the Collective Agreement will apply if agreement is not reached at this level.
- d) On an annual basis (January) the Company will sit down with the Contracting Out Committee and area representatives and document the work planned for that year that involves Contracting Out. Any additional Contracting Out will be kept at a minimum and will be reviewed in the proposed manner.
- e) Training of new area representatives on the intent of Points a), b) and c) will be done within 30 days of the appointment.

SNOW CLEARING

The Company will, for the life of this contract, strive to carry out heavy equipment work around the Concentrator and Pellet Plant facilities that is normally contracted out. The extent of this commitment is to the limit of available equipment associated with the operation of the blending and flux yard that can be kept on a cost effective basis to effect work during the winter months. At 1994 production levels this equates to 12 operators. The Company will, under the same conditions, continue the current practice of snow clearing and sanding at the Carol Project.

WARRANTY WORK

On warranty work pertaining to mobile equipment we will maintain our current practice of having one of our

maintenance employees assist the service representative. It is not our intention to lease mobile equipment with a maintenance service agreement.

On other warranty issues, the Company maintains the right to hold the supplier/contractor fully responsible for the quality of work/materials supplied. However, the Company recognizes the Union's concern that repair work could be ongoing in certain situations and will limit warranty work performed by contractors to a 60 day warranty period. After 60 days IOCC, if qualified, will do the required repair and charge the contractor accordingly.

FABRICATION WORK

The Company intends to continue with its commitment established at the 1987 negotiations which was the inclusion of six thousand welder person hours in our annual operating plan to be assigned to previously contracted out fabrication work. Kick plates for the ATO will be fabricated by bargaining unit personnel subject to economic competitiveness.

DOLOMITE QUARRIES

The Company agrees to continue the current practice of utilizing Local 5795 members in the procurement of Dolomite at the Albert Lake and Leila Wynn Dolomite Quarries, including routine road maintenance.

These arrangements do not prejudice the Company's rights as defined in Article XX of the Collective Agreement.

988 LOADER

The Company agrees to review its current practice of seasonal use of a 988 loader in the dolomite quarries, and meet with the Union Contracting Out Committee to discuss the economic viability of alternative uses for the balance of the year.

GENERAL

The Company agrees to continue its current practice with respect to mobile equipment maintenance, air conditioning repair and fibre-optic repairs for the term of this Collective Agreement.

In order to address issues surrounding contracting out the Company and Union agree to the following:

- a) Management will work with the Contracting Out Committee to reduce contracting out costs as part of IOC's overall cost reduction plan.
- b) Management will advise the Committee of project work, which could result in contracting out, on a quarterly basis.
- c) When a project is approved, the scope will be reviewed with respective contracting out members.
- d) Full disclosure will be given to the Committee re: costs, people, time on site, etc.
- e) Should the contracting out notification process fail and a contractor access the property without the Contracting Out Committee being advised, then such contractor will be removed from the property until such time as the appropriate notification commitments have been

complied with.

- f) Contracting out members will be provided with training in cost analysis and renewal processes.
- g) Monthly reporting of targets and progress will be made to the Steering Committee and the Contracting Out Committee.
- h) Recognizing the need to have work performed in a safe, timely, and cost effective manner, IOC employees may perform contracted out work if the use of IOC manpower is determined reasonable.
- i) The foregoing is intended to capture the key elements of discussions on Contracting Out as well as the general intent to reduce contracting out costs. It is our belief that through the increased flexibility of our workforce and our combined efforts we can achieve our goals in this area. It is clear however that IOC will continue to utilize the services of contractors and that cost and other practical business considerations such as available resources and scheduling urgency will be key elements in the contracting out decision making process.
- j) **CONTRACTING OUT REPRESENTATIVE**

The Company will grant full time leave to the Contracting Out Representative of Local 5795 effective as of the signature date and for the duration of the current Collective Agreement. Such leave shall be with pay at forty six (46) straight time hours per week, including benefits, in lieu of time worked.

ISSUE #12 - TRANSFER OF EMPLOYEES

Letter not used.

ISSUE #13 - STEELWORKERS' HUMANITARIAN FUND

As agreed during negotiations, for the life of this Collective Agreement, one cent per regular hour worked by bargaining unit employees, will be paid to the Steelworkers' Humanitarian Fund.

ISSUE #14 - QUALIFICATION TESTING

Letter incorporated into Article VI.

ISSUE #15 - MORTGAGE SUBSIDY

This will confirm the Company's intent to continue the mortgage subsidy policy for existing and new mortgage holders for the life of the Collective Agreement.

Effective January 1, 1991 all employees, regardless of dependent status, will be eligible to apply for the Iron Ore Company of Canada Mortgage Subsidy Program. As of the same date, the program will be amended to provide a maximum of fifteen (15) years' interest subsidy to new participants.

ISSUE #16 - HYDRO RATE

This confirms the Company's intent to continue to reimburse employees regardless of the ownership of the Power Utility Company, for any hydro rate increases established from the base rate of:

0-20 kWh.....	\$1.15 Minimum Charge
21-60 kWh.....	\$0.0278 per kWh
61-300kWh.....	\$0.0127 per kWh
Over 300kWh.....	\$0.0115 per kWh

Reimbursement will be in the form of an annual reimbursement.

ISSUE # 17 - 10 HOUR SHIFTS

Letter incorporated into 11.07 d).

ISSUE # 18 - CLC EDUCATION COURSE

This will confirm the agreement reached during recent negotiations regarding the Canadian Labour College. The Company will pay, over the life of the Collective Agreement three thousand (\$3000.00) annually to the Union should their members attend a recognized CLC education course.

ISSUE # 19 - TEAM BUILDING

Letter not used.

ISSUE # 20 - HIGH PRESSURE WELDING

The Company will encourage Maintainer/Operator – Mechanical -2 to seek and attain high pressure certification. An annual honorarium in the amount of five hundred dollars (\$500.00) will be paid to each Maintainer/Operator – Mechanical 2 who uses his/her high pressure certification skills.

ISSUE #21 - WORKPLACE CHANGE AND CONSULTATIVE PROCESS

Letter not used.

ISSUE #22 - VACATION ENTITLEMENT AND TRAVEL ALLOWANCE BENEFITS FOR RECALLED EMPLOYEES

- A. Based on the number of weeks worked, employees who have earnings and did not take their vacation pay upon layoff will be entitled to vacation and prorated Travel Allowance Benefits in the following year, if recalled.
- B. Prorated Travel Allowance Criteria

1 to 14 weeks worked	-	50%
15 or more weeks	-	100%

- C. Employees must take vacation in order to access Travel Allowance Benefits.
- D. The employee, if recalled, will be recalled one week earlier and placed on vacation for that week.
- E. If an employee is scheduled for vacation and then laid off, he/she may request their vacation remain as scheduled.
- F. All other Travel Allowance Benefits criteria are as per Appendix G.

ISSUE #23 – NON-TRADITIONAL WORK ASSIGNMENTS

Letter not used.

ISSUE #24 - LOCAL ISSUES

#1 Hot Lunches

- a) Second lunch when working double shift.
- b) Hot or cold beverage with the hot lunch.
- c) Quality of hot lunches, greater selection and posting of menu.

Employees who work more than two (2) hours of overtime immediately following their regular shift will receive a hot lunch; if they continue to work beyond four (4) hours of overtime a cold lunch will also be provided. Where it is known in advance that the overtime will be over four (4) hours, both lunches will be delivered at the same time. In incidents where a full shift of overtime immediately precedes the employee's regular shift, the employee will be given a hot lunch after he/she has completed the overtime shift and as early as possible into the regular shift. It is understood that hot lunches will not be given whereby either of the shifts is a shift change (T.D. 71 or 49).

The employee working overtime and who qualifies for a lunch will be given a choice of a hot (coffee or tea) beverage or a cold (soft drink or – pint of milk) beverage with a hot lunch. With the cold lunch a cold beverage will be supplied.

The menu will allow choice of a hot lunch from two (2) main meals and two (2) alternates.

Menu selections will be varied and posted every two (2) months.

The Union may select one (1) person to bring problems regarding quality and selection of lunches to the attention of Employee Relations who will arrange a meeting with the supplier where necessary.

If practical, the Company will endeavor to have two (2) suppliers available for the supply of lunches.

#2 Apartment Rents

For the life of the present Collective Agreement, there will be no increase to monthly rental rates of apartments presently being rented by IOC employees in Labrador City.

#3 Food Warming Equipment on Non-Mobile Equipment

The Company agrees to maintain food warming equipment presently on the non-mobile equipment (shovels & drills & loading pockets) in the Mine area.

ISSUE #25 - APPRENTICESHIP PROGRESSION

When changes occur to the Provincial Block Training Program, the Union and Company agree to meet to adapt the contract language to reflect such changes. Should any employee presently in the program be affected by changes prior to this meeting, the Union/Management Apprenticeship Committee will resolve such issues on an individual basis.

ISSUE #26 - TRAIN PASSES FOR LOCAL RETIREES

This will confirm the agreement reached during recent negotiations. The Company will provide an annual trailer pass on QNS&L for four (4) local retirees during the life of this Collective Agreement. Rented and/or leased trailer will be permitted with proof of rental or lease agreement in the name of the retiree.

ISSUE #27 - PROBLEM COMMITTEE, OVERTIME AND SCHEDULING COMMITTEE

The Problem Committee, Overtime and Scheduling Committee or Ways & Means Committee will schedule a monthly meeting with their respective Superintendents. Every effort will be made to take care of problems as they arise.

ISSUE #28 – JOINT COMMITTEE FOR ACCOMODATION OF DISABLED EMPLOYEES

This will confirm the agreement reached between the parties during the recent negotiations regarding the re-employment of disabled employees. A joint committee shall be established for the purposes of reviewing alternatives for employees with disabilities, including the administration of Articles 6.07a). The committee shall consist of three (3) Local Union representatives, one of which shall be the President (or his/her designate), and three (3) company representatives, one of which shall be the Manager of Human Resources, or his/her designate.

ISSUE # 29 - OCCUPATION TRANSITION

Letter not used.

ISSUE # 30 - MEDIATION PROCESS

Letter not used.

ISSUE # 31 - WORK PERFORMANCE REVIEW

This confirms our agreement with respect to employees work performance reviews. In particular, we agreed that IOC currently has a right under the management rights clause of our collective agreement to conduct work performance reviews with employees. The purpose of the work performance review is to provide a framework for ongoing, frank, fair, and honest communications between employees and their Supervisors regarding job performance and job satisfaction.

An employee whose performance has been evaluated as “requiring improvement” or “unacceptable” may arrange to have a Union representative present during a follow up meeting which will be held within fourteen (14) days from the initial meeting to review that rating. There shall be no requirement that an employee sign any document regarding their job performance review.

Work performance reviews shall be used for employee development purposes only. Work performance reviews, and any written material arising out of these reviews do not constitute discipline, shall not be used as a substitute for discipline, and shall not be relied upon in any way in the discipline of employees.

Further, we agree that work performance reviews shall not be used to adversely affect the rights of any employee under this collective agreement, and in particular shall not be used in any manner whatsoever in determining promotions, demotions, vacancies, assignments, layoffs,

recalls, force reductions, merit or other wage increases, or any other right in which seniority may be a factor under the terms of our collective agreement.

We agree that this letter of agreement forms part of the collective agreement between the parties.

While this letter refers to Supervisors, the parties agree that this letter also applies to all non-bargaining unit employees who conduct work performance reviews.

GOOD
HEALTH, SAFETY
AND
ENVIRONMENTAL
HABITS
AND
PRACTICES

ARE
REWARDING

FOR LIFE