

COLLECTIVE AGREEMENT

Effective on the 5th day of February 2010

RECEIVED
At
Wabush, Labrador
JAN 04 2011
Between

WABUSH MINES
And
WABUSH LAKE RAILWAY COMPANY LIMITED

Hereinafter referred to as the "Company"

And

UNITED STEELWORKERS
Local 6285

Hereinafter referred to as the "Union"

00141(08)

January 2009							February 2009							March 2009						
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ARTICLE 1 -PURPOSE OFAGREEMENT

1:01 It is the intent and purpose of the Parties to establish, as herein set forth, their full Agreement covering wages, hours of work and other working conditions and to provide procedure for the prompt and equitable adjustment of grievances.

ARTICLE 2 -SCOPE OF THE AGREEMENT

2:01 This agreement covers:

- A.** All employees of Wabush Mines, Cliffs Mining Company, Managing Agent, located at Wabush, Labrador, Newfoundland except office employees, medical and safety staff, chemists, guards and security personnel, coordinator and those above the rank of coordinator, students, professional and technical employees, janitors, and
- B.** All employees of Wabush Lake Railway Company, Limited, working on installation, maintenance and operation of the railroad and facilities, except office employees, guards and security personnel, coordinator and those above the rank of coordinator, students and professional and technical employees.
- C.** As used in this agreement the terms "he" and "she" and other gender related terms such as "him" and "her" shall be interpreted to mean a person of either gender unless the context shall otherwise specifically require.
- D.** As used in this agreement the terms "employee" or "employees" shall mean a person of either gender unless the context shall otherwise specifically require.

2:02 As used herein "student" means a person attending a high school, technical school, college or university, who may be employed by the Company during a regular school vacation for temporary work, but who shall attain no seniority rights under this Agreement.

A. Students will be paid the following rate of pay:

- ◆ Laborer- (70% of the rate)
- ◆ Classified jobs- rate of the job performed.
- ◆ Students will not receive COLA or Northern Allowance payments.

B. Students will perform the following tasks:

- ◆ All work tasks in the Concentrator job group with exception of Engineman and Conductor & Concentrator Repairman.
- ◆ All labor work throughout the property.
- ◆ All janitorial work.
- ◆ Work tasks in the warehouse classification.
- ◆ Special cleanup throughout the property.
- ◆ Assist Concentrator Repairman, Field Service Attendant & Trade & Craft employees but not perform the primary functions of these jobs.
- ◆ Driving a pickup to provide transportation.

C. General guidelines to be applied re work assignment for students:

- ◆ Regular employees who have recall rights will be recalled before students are hired.
- ◆ Students will be first reduced or laid off prior to regular employees.
- ◆ Students will not be assigned to

classified positions on a shift until all permanent laborers on the shift in the department concerned have been promoted into these positions.

- ◆ Students will be employed during the period May 1 to September 1.

Preference will be given to sons and daughters of employees provided they are medically fit and capable of performing the work required.

2:03 SUPERVISOR WORKING

Supervisory personnel will not perform production or maintenance jobs normally performed by employees in the bargaining unit except under the following circumstances:

- A.** For instruction or training,
- B.** In experimentation with respect to process or operation,
- C.** For testing new machinery or new equipment, or assisting employees in testing repaired machinery or equipment.
- D.** In case of emergency affecting the safety of employees, damage to equipment or adversely affecting operations, for such time as is necessary to overcome the emergency.
- E.** Where the work is incidental to supervisory duties.

If a Supervisor performs work in violation of this section and the extent and classification of the work can be established, then the grievor, will be paid an allowance equal to the standard straight time rate

appropriate to the work performed, for the time actually worked or for six hours (6) hours, whichever is the greater. The grievor must be at work at the time of the incident.

A grievance alleging violation of this Section may be filed by the Union directly at Step No. 2 of the Grievance Procedure. In the event such a grievance is appealed to an Arbitrator he shall, if violation of this Section is established, be empowered to order payment of the aforementioned allowance.

2:04 Contracting Out

It is general policy of the Company not to contract out production or maintenance work that is normally performed by members of the bargaining unit however, abnormal circumstances may arise that require such contracting out. Therefore, in order to minimize the requirement for contracting out, the Company proposes the formation of a project team as described in Appendix T. Both parties agree to meet quarterly of each year to review all the project work planned for the coming quarter.

When the Company contemplates and decides to contract out production or maintenance work that has not previously been contracted out, it shall give the Union as early written notice as is feasible but no later than twenty (20) days before the contract is awarded providing details of the work to be contracted out. When the Company cannot give twenty (20) days notice, a verbal notice will be given immediately it becomes feasible to do so. On receipt of such notice, the Union may request a meeting to discuss the possibility of qualified employees and available equipment starting and completing the work within the required time. Such a meeting may be attended by four (4) representatives of the Union and will be held within five (5) days of the notice. The Union

representatives will suffer no loss of pay for the time spent at such a meeting. Within seven (7) days following such meeting, the Company will advise the Union of the final disposition of the contract. Further, if the Company is unable to provide all the details for the work to be contracted out at the above meeting, it will provide such details to the Union as soon as the information becomes available.

In no case will the Company contract out production or maintenance work while employees who normally perform that work are laid off or reduced as a result of a decrease in the work they normally performed or that would result in the reduction or lay-off of such employees. No employees of any contractor will displace the regular production and maintenance employees.

In no case will the Company contract out production or maintenance work while operating with a Bargaining Unit workforce of less than one (1) active employee per 15,000 tons of annual budgeted concentrate with a minimum level of employment of 240 employees to a maximum 330 employees. The annual budgeted concentrate production will be supplied to the Union on a quarterly basis.

It is understood that while the Company maintains the level of employment outlined above, the Union will facilitate the application of the contracting out process detailed in 2:04.

Even though notice from the Company will not be required in the case of continuing work which has been contracted out in the past, the Company will notify the Union when a new contract is to be made for work which has been contracted out in the past and will, upon request, meet the Union concerning such work.

Any alleged violation of the provisions of this Section or of an agreement between the Parties reached at a meeting to discuss contracting out shall be subject to the Grievance Procedure. Similarly, in the event the Parties fail to reach an agreement at such meeting, the matter will be subject to the Grievance Procedure.

An employee who has been laid off and not recalled or who is displaced in violation of the provisions of this article may file a grievance for the pay he/she claims to have lost.

When a contractor performs work on site beyond the scope of work outlined in the aforementioned notice to the Union, an employee may submit a grievance at Step 2 in accordance with the provisions of paragraph 2:03 of the Collective Agreement. If the Company has not taken corrective action within twenty four (24) hours of having been notified of the alleged violation any claim payable will apply from the date the grievance was filed.

When a contractor is awarded a contract to perform work on site, every effort will be made to have the contractor, or subcontractor, hire laid off Wabush Mines' employees providing they are capable of performing the work requirements. The Contractor will be advised of this arrangement and given a list of laid off employees at the time the contract is awarded.

Service Representatives may perform work on equipment under basic manufacturer warranty provisions (to a maximum of 12 months). In cases involving maintenance of mine equipment, a Service Representative may provide technical assistance to Bargaining Unit Employees in carrying out their functions. Bargaining Unit employees will be assigned with Service Representatives in either case on a 1:1 ratio.

Should further information be required, following discussions provided for under Article 2:04, a Committee of two (2) representatives from each Party will be established to deal with the matter. The Company will delay its final decision until the Committee has completed discussions and made its recommendations.

ARTICLE 3 RESPONSIBILITIES OF THE PARTIES

3:01 The Union, its officers and representatives at all levels and all employees are bound to observe the provisions of this Agreement. The Company, its officials and representatives at all levels are bound to observe the provisions of this Agreement.

3:02 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed.

- A.** There shall be no discrimination in any manner whatsoever by either the Company or the Union against any employee because of race, sex, creed, color, political affiliation, natural origin, membership or non membership in the Union, lawful Union activity, personal prejudice or exercising a right granted under law.
- B.** No Union activity, including the solicitation of members, shall take place on Company premises or on Company time, except as provided for by this Agreement.
- C.** There shall be no strike, work stoppage, picketing, concerted slowdown, interruption or impeding of work.

No officer or representative of the Union shall

authorize, instigate, aid or condone any such activities. No employees shall participate in such activity.

- D. The Union shall not involve any employee of the Company, or the Company itself, in any dispute which may arise between any other employer and his/her employees.
- E. There shall be no lockouts.
- F. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of Articles 9, 10 and 11. Such shall be the sole and exclusive procedures to be utilized in the event any employee believes this Agreement has been violated as to him/her.

3:03 The Company shall provide bulletin boards in designated areas for the posting of Union notices dealing with meetings, election of officers, appointments and committees, social affairs and other non controversial matters dealing with the affairs of the Union. No bulletin shall be posted until approved by the Manager, Human Resources or his/her designated representative and a union designate.

ARTICLE 4 - MANAGEMENT

4:01 It is the exclusive right of the Company to manage the affairs in which it is engaged and to direct the working forces. This right includes the right: to hire, promote, transfer, test; to suspend, demote or discharge for just and reasonable cause; to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work; to determine the utilization

of all machinery, tools or other labour saving devices; all subject only to the provisions of this Agreement.

4:02 In addition to the rights of the Company set forth in this Agreement, the Company shall retain all inherent rights of management.

4:03 The Company has the full right to make and alter from time to time reasonable rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement. Copies of rules and regulations required to be observed by all employees, will be furnished to the Union. A copy of all new rules and regulations required to be observed by all employees, will be furnished to the Union at least seven (7) days prior to posting. Upon request, the Company will meet the Union to explain the new rules and regulations.

ARTICLE 5 - UNION RECOGNITION AND CHECK OFF

5:01 The Company recognizes the Union as the exclusive bargaining agent for all employees as defined in Article 2 of this Agreement.

5:02 The Company agrees that during the term of this Agreement, or any renewal thereof, it will deduct in each pay period, in each month, from the earnings of each employee, an amount equal to the monthly dues of Union Members as authorized by the Constitution of the Union. The amounts so deducted shall be remitted each pay period to the person designated by the Union, in writing to the Company, along with the name of any employee whose wages were insufficient to permit such deduction and

the Company shall not be obligated to make such deduction from subsequent wages.

- 5:03** An employee may become a member of the Union or may refrain from becoming a member of the Union, as he/she so desires.
- 5:04** Each employee hired on or after the date of execution of this Agreement shall sign a payroll deduction authorization as per Appendix M for the deduction of union dues from payroll.
- 5:05** Any information or document specific to an employee which is related to the application and administration of the collective agreement, will be considered as employment related documents and will be shared with the Union upon request. Any information or document generated exclusively by an outside source, but in possession of the Company, which may be required to represent an employee, will be considered confidential personal information. Such information will be shared with the Union upon request, only after such employee signs an authorized consent form (Appendix N).
- 5:06** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company for the purpose of complying with the provisions of this Article.
- 5:07** During each contract year, the Company will grant one (1) bursary of three thousand five hundred dollars (\$3,500.00) for attendance at the Labour College of Canada or other union courses.

This bursary will be paid to the Local Union upon receipt from it of a letter confirming acceptance of an employee at one of the aforementioned courses.

This bursary is provided solely for attendance at the Labour College of Canada or other designated Union courses and payment within each year of our Collective Agreement is contingent upon actual attendance in that year of the employee selected by the Union and documentation of expenses incurred.

5:08 The Company will reimburse the Union President equal to a 12 hour rotating shift employee at the rate of the highest hourly bargaining unit job at Scully Mine including shift premiums.

ARTICLE 6 ABSENCE

6:01 Every employee shall work as scheduled unless she/she has:

1. Asked for and been granted EXCUSED ABSENCE (a period of three (3) consecutive working days or less) or,
2. Made written application on the form provided by the Company and been granted a LEAVE OF ABSENCE (a period in excess of three (3) consecutive working days).

Absences requested under 1 and 2 will not, particularly when they relate to a personal emergency, be arbitrarily denied, however, the Company shall have the right to approve or deny the requests and, if approved to determined duration of absences.

6:02 Union Conventions/Conferences

Leave of absence without pay may be granted, upon receipt of one (1) week's notice, to not more than six (6) employees at any one time for attending Union conferences and conventions, providing such leave shall not interfere with the efficiency of the operations. Such leaves shall not exceed any aggregate of twenty (20) weeks in any year.

6:03 Union Leave

The Company shall grant a leave of absence without pay to a maximum of two (2) employees for a period of not more than one (1) year for the purpose of performing Union, Newfoundland and Labrador Federation of Labour, or Canadian Labour Congress work. The Union agrees to give at least two (2) week's notice in writing to the Company requesting such leave and designating the employee for whom it is desired. Such leave will be extended from year to year thereafter, in writing, by mutual agreement between the Company and the Union up to a maximum of three (3) years.

6:04 Education Leave

Leave of absence without pay may be granted, upon receipt of two (2) week's written notice, to not more than eight (8) employees at any one time for as long as they are in full time attendance at a recognized Training Institute, in which their course of studies can directly further qualify them for work with the Company. In addition, upon receipt of one (1) week's written notice, the Company will grant leave of absence without pay to not more than two (2)

employees at any one time to attend a regular course conducted by the Labour College of Canada.

6:05 Except as otherwise provided, an employee while on leave of absence shall not become entitled to or have credited to him/her any benefits which arise out of this Agreement other than his/her length of continuous service for the purpose of seniority.

6:06 Bereavement Leave

In the case of death in the immediate family of an employee, the Company shall grant an employee a leave of absence as follows:

Up to seven (7) consecutive calendar days for spouse, mother, father, brother, sister and child based on the day of the death. The employee will be paid at his/her straight time rate for a maximum of 5 working days.

Up to five (5) consecutive calendar days for father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchild based on the date of the death. The employee will be paid at his/her straight time rate for a maximum of 3 working days.

The above shall apply if the employee obtains leave of absence because of sickness in his/her immediate family and death occurs during such leave.

These provisions will also apply if an employee is required to take leave of absence to care for his/her children at Wabush or its immediate area while his/her spouse attends the funeral of one of the relatives specified.

6:07 Political Leave

An employee who is elected as a member of the House of Assembly of Newfoundland or to the House of Commons will be granted a leave of absence for a period equal to the time spent as an elected member of either body. Such leave may be extended from term to term upon request to the Company.

6:08 Pregnancy/Parental/Adoption Leave

An employee who has been employed for at least 30 days, on written request supported by a medical certificate, is entitled to Pregnancy Leave in accordance with the Newfoundland and Labrador Labour Standards Act. Pregnancy leave, to maximum of seventeen (17) weeks in each instance, will be included in the length of service for the calculation of pension benefits provided the employee paid their portion of the pension contributions during the leave.

An employee who has completed the probationary period, on written request, is entitled to Parental Leave or Adoption Leave in accordance with the Newfoundland and Labrador Labour Standards Act. Parental or Adoption leave, to maximum of thirty-five (35) weeks in each instance, will be included in the length of service for the calculation of pension benefits provided the employee paid their portion of the pension contributions during the leave.

An employee who is requesting Pregnancy, Parental or Adoption Leave must give the employer at least two (2) weeks written notice of the date the leave is to begin.

An employee, who is returning to work following pregnancy, parental or adoption leave, shall notify the employer not less than four (4) weeks before the date on which they intend to return to work.

An employee, upon return to work, following maternity, paternity or adoption leave, **will** be returned to the job held at the commencement of leave of absence providing it is still available and still qualifies in accordance with Article 8.

6:09 Jury Leave

An employee who is summoned to serve on a criminal jury or to attend court as a witness in a criminal or quasi-criminal case, will be paid an allowance equal to the difference between the payment he/she received for each day of service and the pay he/she would normally have received had he/she worked as scheduled on each day of such service. To qualify for such an allowance, an employee must give his/her Supervisor at least three (3) days notice of his/her impending absence and later must provide the Company with Court documentation justifying his/her absence for jury service or his/her attendance at court as a witness and verifying any payment he/she has received for jury service. The foregoing provisions shall also apply where an employee is scheduled to work the 20:00 to 08:00 shift immediately prior to being required for jury duty or as a witness in response to a summons for any time during the 08:00 to 20:00 period of the day.

6:10 Sick or Family Responsibility Leave

The Company will grant an 8-hour employees fifty-six (56) hours and 12-hour employees eighty-four (84) hours for sick or family responsibility leave without pay per calendar year (January 1 to December 31).

Sick Leave will be defined as an absence by an employee from work due to illness or injury.

Family Responsibility Leave will be defined as an absence by an employee from work due to family responsibilities relating to the health, care or education of an immediate family member.

The following examples are considered valid for the purposes of family responsibility leave:

- ◆ to care for a sick immediate family member
- ◆ to attend to needs relating to the birth of the employee's child\
- ◆ to accompany a dependent immediate family member to a medical or dental appointment
- ◆ to attend meetings with school authorities
- ◆ to deal with sudden or unexpected problems with child care arrangements
- ◆ to deal with sudden or unexpected emergencies at home

The employee is to notify their immediate supervisor prior to the start of their scheduled shift if not able to attend work unless it is impossible for the employee to do so.

If any employee is absent due to illness for 3 or

more consecutive days, the employee is required to provide a certificate from a qualified medical practitioner.

If any employee is absent due to family responsibility for 3 or more consecutive days, the employee is required to provide a written statement as to the nature of the family responsibility.

Once an employee has exceeded the allowable hours in a calendar year, the employee will receive a written notice regarding their absence at which point they will have to provide a medical certificate from a qualified medical practitioner (doctor or dentist) or a written statement as to the nature of the family responsibility.

ARTICLE 7. PROBATIONARY EMPLOYEES

7:01 An employee shall be considered probationary for a period of ninety (90) calendar days. If an employee is laid off or re-hired within a twelve (12) month period the days accumulated in the employee's previous probationary period shall be credited to the employee's current probationary period. At the end of the probationary period such employee's name shall be placed upon the seniority listings, where applicable, as of the date of commencement of work for the Company.

7:02 During the period of probation, an employee has no seniority standing and the Company shall not be required to retain him/her in employment or to reemploy him/her in the event he/she is released and such shall not be subject to the grievance procedure.

7:03 A probationary employee wishing to discuss a complaint with the Company may do so with or without the assistance of a Shop Steward.

7:04 As part of the employee's orientation to the Company, the Union will have the ability to meet with all new union employees to provide information for four (4) hours paid at the employees straight time rate during the first week of employment.

ARTICLE 8 - SENIORITY

8:01 Continuous Service with the Company

Length of continuous service with the Company shall be determined by the date of the employee's first employment with the Company or the date of re employment following termination under the provisions of Section 8:09 herein. On or after the date of execution of this Agreement, employees hired on the same day will be placed on seniority lists in ascending alphabetical order by last name.

8:02 Continuous Service in a Job

A. Except as provided for in Section B following, length of continuous service in a job shall be determined by the date a job posting closes. The employee's rate of pay will be adjusted the first day the employee performs work in the new job except as outlined in Section 8:16. Employees having the same job continuous service date in a job shall be placed on job seniority lists in order of their Company continuous service.

B. An employee in a job in a line of promotions shall have, for each lower job in that line of promotion, job continuous service at least

equal to that in the higher job. For all jobs of equal classification in a line of promotion, an employee shall have job continuous service in any one of these jobs. However, when a new job is placed in a line of promotion, employees in a higher or equal classification in that line will not have greater job continuous service than the date of the first permanent assignment to the new job.

An employee shall not suffer any loss of job continuous service (gratuitous service) acquired through the provisions of this paragraph when a job is transferred to another line of promotion.

8:03 Lines of Promotion

Lines of promotion have been set up within each Department and one or more of these lines constitutes a Department Job Group, as shown on appendix "C" of this Agreement. Each Trade and Craft Job and any other job not shown on appendix "C" shall be considered to be an individual line of promotion.

8:04 Labour Pools

- A.** There shall be three Department Labour Pools, one in each of the following Department Job Groups:
 - ◆ Concentrator
 - ◆ Mining
 - ◆ Services

- B.** All jobs in Job Class 4 and below will be in the labour pools.

- C.** In the event of job posting, layoff or recall, the Department Labour Pools will constitute a common pool called the General Labour Pool.

8:05 Continuous Service Lists

The Company shall post new continuous service lists, based upon the records of the Company as of each April 1 and October 1, setting forth the date of continuous service with the company and the date of continuous service in each job for each employee who has attained such continuous service. The employees shall be listed in the order of the dates of their continuous service. When posted, copies of such lists shall be given to the Union.

- 8:06** An employee who believes that there has been a clerical error with their continuous service date or their relative position on a continuous service list shall notify the Human Resources Department as soon as they become aware of such an error. Any error will be corrected and the affected employee so notified.

If the error is other than clerical, an employee will have four (4) weeks to notify the Human Resources Department following the date the list is posted.

If agreement cannot be reached as to the correctness of a date shown, or as to the employee's relative position on a list, the affected employee may file a grievance directly at Step 2 of the Grievance Procedure. Such grievance must be filed within forty (40) calendar days of the date that the continuous service lists are posted.

- 8:07** An employee who is off work on the date a continuous service list is posted shall be entitled to protest a date shown or relative position on the list and to file a grievance if the

matter is not satisfactorily resolved, provided that such grievance is filed within forty (40) calendar days following return to active employment with the Company.

8:08 Following settlement of any grievance under the provisions of section 8:06 and 8:07 and where no protest has been made, the continuous service lists shall be considered binding. The posting of subsequent lists shall not serve to open any question as to the validity of any preceding lists.

8:09 Termination

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

- A. Quit;
- B. Discharge;
- C. Retirement;
- D. Absence without permission for a period of three (3) consecutive scheduled shifts of work, which shall be construed as a quit as of the day before the commencement of such absence, unless reasons which prevented the employee from requesting permission for such absence are valid.
- E. Absence due to non compensable disability:
 - 1. For a period in excess of 3 years in the case of an employee having less than 3 years of continuous service at the time of the disability.
 - 2. For a period in excess of his length of continuous service for an employee having 3 years to 5 years of continuous service at the

time of the disability.

3. For a period in excess of 5 years for an employee having more than 5 years of continuous service at the time of the disability.

F. Absence due to layoff:

1. For a period in excess of 3 years in the case of an employee having less than 3 years of continuous service at the time of layoff.
2. For a period in excess of his length of continuous service for an employee having 3 years to 5 years of continuous service at the time of layoff.
3. For a period in excess of 5 years for an employee having more than 5 years of continuous service at the time of layoff.

- G. Failure to notify the Company within five (5) calendar days of receipt of notice of recall, sent by registered mail to the employee's last address on record with the Company, of his/her intention to return from layoff or, having so notified the Company, failure to return to work within sixteen (16) calendar days following receipt by the Company of the notice that they intend to return to work.

8:10 Establishing Lines of Promotion

Lines of Promotion as referred to in Section 8:03 are intended to provide channels for purposes of promotion and demotion giving

consideration to logical work relationships. It is the objective that each job in a line of promotion will provide opportunities for each employee to receive on the job training and prepare themselves for the job immediately above in that line of promotion. The jobs within these lines of promotion shall be in ascending order of standard hourly wage rates.

8:11 If new jobs are established, the Company shall place them in the most appropriate Department Job Group, or if more appropriate, establish a new Department Job Group. In the event the C.W.S. Committee cannot agree on the placement of jobs in the lines of promotion, the Union may file a grievance at Step No. 2 of the Grievance Procedure within fifteen (15) days of the date the C.W.S. Committee declares that it is unable to reach agreement.

In the event, there is a requirement for future combinations, the previous job classifications which were in place prior to 2010 may be used for comparison and/or reference purposes.

8:12 Promotion

For the purposes of promotion, the following factors will be considered:

- A. Length of continuous service,
- B. Physical fitness,
- C. Ability to perform the job concerned.

If two or more employees meet the Company's requirements in factors B) and C) then A, length of continuous service, shall govern.

8:13 Job Vacancies

- A.** Vacancies resulting from termination in accordance with Section 8:09, permanent promotion or demotion and the creation of new jobs shall be considered as permanent.
- B.** Vacancies resulting from absenteeism, illness, injury, suspension or leave of absence will be considered as permanent if they last longer than twenty-one (21) calendar days or if medical certificate states that disability period will be greater than 21 calendar days.
- C.** Vacancies such as those in B preceding, which last less than twenty-one (21) calendar days, vacancies which are caused by annual vacation and those which exist while permanent vacancies are being filled, shall be considered as temporary.
- D.** An employee whose absence has created a permanent vacancy shall be placed in his/her former job on his/her return.

8:14 If the Company decides to fill a permanent vacancy within a line of promotion, such vacancy shall be filled, by an employee capable of doing the job, in the following order of priority:

A. Transfer (Shift)

By shift transfer to the job, in which a vacancy exists, by an employee with the most company continuous seniority and who has applied in writing on the form supplied by the Company to transfer from one shift to another within their current job classification.

To be considered for the shift transfer, the employee must have their written application

on file with Human Resources two (2) weeks prior to the vacancy becoming available. Any employee who has a request on file and who would like to withdraw their application must do so one (1) weeks prior to a vacancy becoming available otherwise the transfer will be processed.

All shift transfer requests will expire on December 31 in a given year.

B. Recall

By recall to the job, in which the vacancy exists, of the employee having the most job continuous service in the job and who was reduced from that job or from any other equal or higher job in that line of promotion, providing he/she is not already in that line of promotion in an equal or higher rated job, or if none:

C. Transfer (Lateral)

By the employee with the most Company continuous service currently in a job of equal classification in the same line of promotion and who has expressed his/her desire to fill such vacancy by completion of a form, furnished by the Company.

D. Transfer (Departmental)

By transfer to the job, in which a vacancy exists, by an employee with the most company continuous seniority who has applied in writing on the form supplied by the Company to transfer from one department to another within his/her current job classification.

E. Promotion

By the employee who is in a job directly below in the same line of promotion, or who has been reduced from a job directly below in the same line of promotion, or if none by the employee with the most Company continuous service, in the next successively lower job in such line or who has been reduced from it, or if none;

F. Job Posting

By job posting under the provisions of Section 8:15; except that a vacancy in a labour pool or in a trade or craft job shall not be posted.

G. External Hiring

If the Company decides to fill a permanent vacancy on a temporary basis until the external hiring process is complete such vacancy shall be filled by the qualified employee with the least company continuous service in that job in that department currently working eight (8) hour shift or twelve (12) hour day shift.

In the event that the recruitment process does not yield a suitable candidate within 90 days, the employee with the least company continuous service in that job in that department will be placed in the permanent vacancy.

8:15 Job posting

- A.** When it is necessary to fill a vacancy under 8:14 F, it will be posted for five (5) days. An employee may apply for the job on a form furnished by the Company within this five (5) day period. Within five (5) days following the posting and application period, the Company will post the name of the employee selected

and no further selections will be made following the posting of the successful applicants. Saturdays, Sundays and Holidays shall be excluded from the time limits referred to in this paragraph.

An employee not in a Labour pool shall only be entitled to make application for an equal or higher rated job or, for a job which is in a line having a higher rated job than exists in his/her current line of promotion except that:

1. An employee may make application for any posted job if he/she has been permanently assigned in his/her current line of promotion for at least six **(6)** months. However, an employee who posts to a lower rated job in his/her current line of promotion shall then forfeit their job seniority in all jobs which are equal to or higher rated than the job to which he/she has posted. Also, an employee who posts to a job in another line in which he/she has previously established job seniority will not be given credit for any previous seniority date he/she may have held in that job or in any equal or higher rated job in that line.
2. When an employee, who is involuntarily reduced from a job in a line of promotion after he/she has been permanently assigned, and who subsequently accepts a recall to the job, the six month time requirement for future postings will include the period that he/she was reduced from the job.

B. An employee who applies for a posted job and is unable to accept the job due to scheduled

vacation will be given job seniority which will entitle them to be recalled at the next available opening. This application will be utilized for one applicant only and once per job posting.

- C. A copy of each job posting and the name of the applicant selected will be given to the Union. The Company will provide weekly copies of transaction lists and work schedule changes to the union.
- D. A Tradesperson who posts to a job, in a line of promotion and is subsequently reduced, may return to the job he/she previously occupied, provided he/she has not been absent from the job for more than one year; his/her continuous service in the previous job allows him/her to hold that job, and he/she is then able to perform the full requirements of the job.

8:16

- A. An employee selected on a job posting for a single vacancy but who, solely to meet Company needs, is unable to start work on the new job while it is being filled on a temporary basis, shall be paid at the higher of their old rate, or the rate of the new job for work performed after the commencement of the next work schedule following the date of the notice of their selection.
- B. If, solely to meet Company needs, an employee selected on a job posting is unable to start work on the new job on the same date as other employees selected on the same posting, while that vacancy is being filled on a temporary basis, they shall be paid retroactively at the higher of their old rate or the rate of the new job for the period between their

acquired job continuous service date, as defined in Section 8:02 B), and their actual performance of work on the new job.

If it is determined that the above employee will be delayed from starting work on the new job for a period in excess of three (3) weeks, then the job will be filled on a permanent basis until such time as the employee initially selected is ready to commence work on the new job. The time limit will commence with the beginning of the first work schedule following the date of the notice of his/her selection.

When an employee is selected on a job posting and who solely to meet the company needs is unable to start work on the new job, they may be retained in their old job:

- ◆ a trade person, driller/blaster or railway employee may be retained for not longer than 90 days
- ◆ all other employees may be retained for not longer than 30 days

8:17 An employee before proceeding on vacation or leave of absence not exceeding thirty five (35) days, may make application for the job in which they are interested and which may become vacant during their absence. He/She shall be considered as an applicant for such job should the job be posted during his/her absence and provided he/she meets the current qualifications of the job before leaving on vacation or leave of absence.

8:18 If no employee qualified for promotion makes application for a posted job or trade or craft vacancy, the Company shall be free to fill such job by other means.

8:19 Temporary Vacancies

- A.** The following application will apply when the Company fills a temporary vacancy and overtime is not required on the shift (see Appendix F), it will use it to provide training for employees in the same line of promotion and fill it in the same manner as in filling permanent vacancies within the lines of promotion (Section 8:14 E), subject to the following modifications:
1. A vacancy shall be filled from among employees on the shift in which it occurs;
 2. In the event a vacancy cannot be filled from within the line of promotion, it will be filled by the senior employee from the Labour pool of the Department Job Group concerned, who is presently on the shift in which the vacancy occurred.
- B.** If the Company fills a temporary vacancy and overtime is required (see Appendix F), overtime will be called out where the original vacancy existed and be given to the employees who normally perform the work, taking into consideration the equitable distribution of overtime. Any employee who may have been temporarily upgraded will be reduced to their original position but continue to be paid the higher rate for the remainder of their shift.

If it is necessary to hold over or call out an employee, an employee in the classification where the vacancy exists, who is qualified to fill the vacant job will be held over or called out, taking into consideration the equitable distribution of overtime.

A tradesperson who is transferred as per 8:14D to fill a temporary vacancy will be returned to his Department/Section once the temporary vacancy ceases. A temporary vacancy for purposes of this application will be a period of three (3) months unless the vacancy is being filled as a result of sickness.

8:20 Reduction and Lay-off

A. A reduction without lay off will be effected in the following order of priority by applying job continuous service down the lines of promotion in each Department Job Group affected, resulting in each employee being:

1. Retained in his/her present job or in a job of equal classification within his/her line of promotion.
2. Reduced to a lower job in line of promotion; or

When more than one (1) employee in the same classification is being reduced, the employee with the most company continuous service will be given preference in filling vacancies created by such reduction.

3. Returned if he/she so requests, to the highest job in another line of promotion provided his/her continuous service in the previous job allows him/her to hold that job and he/she are then able to perform the full requirements of the job.
4. Reduced to the Department Labour Pool. However, an employee in a trade or craft job may elect to be laid off rather than accept reduction to the Department

Labour Pool. He/she will be recalled only to vacancies in his/her trade or in the event he/she has not been recalled to his/her trade or craft job and if he/she desires to return to work after a one year period he/she will advise the Human Resources Department in writing as soon as possible but not less than 4 weeks before the date he/she desires to return to work. He/she will then be recalled to the Department Labour Pool, provided his/her seniority allows him/her to do so. This provision is also subject to the time limits specified in Section 8:09F).

- B.** In the event of reduction with lay off, the same procedure will be followed as in paragraph A) preceding, except that:

1. Each employee likely to be affected by layoff, either directly or through the exercising of his/her seniority by another employee, will receive a minimum notice of the layoff as follows:

- ◆ 7 days if the employee has been recalled or hired for 3 months or less
- ◆ 14 days if the employee has been recalled or hired for a period in excess of 3 months.

If such notice is not given, the Company will reimburse each employee so affected the pay he/she would have received for the regular scheduled shifts he/she would have worked had the notice been given.

2. A reduction as referred to in A. 4 preceding, will be to the General Labour Pool defined in Section 8:04 C. instead of to the Department Labour Pool; and

3. Before a reduction under B.2, preceding is made, an employee whose job continuous service enables him/her to retain the same job in another line of promotion may request to be transferred to that job.
 4. Any employee being reduced under 8:20 B.2 may exercise his/her company continuous service within his/her Department Labour Pool before proceeding to the General Labour Pool.
- C.** No employee may attain a higher job classification as a result of any reduction or lay off procedure, except as provided in A.3, preceding, and any displaced employee must be able to perform the work in the job to which he/she reverts through the application of the reduction or layoff procedure.
- D.** An employee, reduced to the General Labour Pool, may elect to be laid off instead of displacing another employee, by so notifying the Human Resources Department, in writing within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) following his/her being notified of such reduction. Failure to so notify the Company shall be construed as his acceptance of work in the General Labour Pool
- E.** An employee will be laid off from the General Labour Pool on the basis of his/her length of continuous service with the Company
- F.** Notwithstanding the provisions of Article 8, an employee affected by a permanent reduction with lay-off situation may exercise their

company continuous service to displace an employee with the least Company continuous service in a Job Class 12 classification or lower, prior to being laid off.

Further an employee who has previously worked in a job above Job Class 12 may exercise his/her Company continuous service to displace the employee with the least Company continuous service in any such job prior to being permanently laid off provided he/she is still capable of performing such job.

This provision will also apply to an employee already in a labour pool, who is being laid off as a result of reductions as outline above.

The provisions outlined in 8:20F shall not apply in the case of a vacation shutdown of six weeks duration or less. If the vacation shutdown extends beyond six (6) weeks the workforce shall be revised.

- G.** An employee may not retain a job in a labour pool while an employee with more company continuous seniority is laid-off.
- 8:21** During a temporary reduction or layoff caused by circumstances beyond the reasonable control of the Company, the provisions of Article 8 will be waived for a period not exceeding three (3) days. However, where practicable, senior employees in each job shall be given the opportunity to perform any available work in that job, on their shift, within their Department.
- 8:22** When it is determined by the Company that a reduction or lay off will exceed three (3) days the work force will be revised as soon as

practicable in accordance with the provisions of this Article. Failure to revise the work force within five (5) days shall not be subject to grievance.

8:23

- A. When selecting employees for work during shutdowns in excess of four (4) days, whenever possible, work requirements will be filled by the employee with the greatest job continuous service in the classification required. When such a shutdown is a vacation shutdown employees will be offered the available work in order of their job continuous service, until the work requirements have been met. Should insufficient employees accept the opportunity to work, employees with the least job continuous service will be assigned.

- B. When selecting employees for work during shutdowns of four (4) days or less, whenever possible, work requirements will be filled by the classified employees on the shift in which it occurs. However, if there is a requirement for labourers during a shutdown of four (4) days or less, it will be offered to the senior employees in the Department concerned. When there is a requirement for a classified employee to work, it will be offered to the senior employee in that classification on the shift in which it occurs. If insufficient employees accept the opportunity to work on a given shift, and before the junior classified employee is forced to work, it will be offered to employees in the same classification on the other shifts. However, in no case will an employee from another shift be offered the work if it results in the payment of overtime.

8:24 Recall

A. To a vacancy in a job above a Labour Pool.

Such a vacancy will be filled in accordance with Section 8:14 B.

B. To vacancies in the General Labour Pool

Employees on lay off will be recalled to vacancies in this Pool in order of Company continuous service, except that employees who accept lay off rather than displace employees in the General Labour Pool, as provided in Section 8:20D, will not be recalled to vacancies in the General Labour Pool until all employees laid off from it have been recalled. Further, an employee reduced from a trade or craft job and who has elected to be laid off as provided in Section 8:20D, will be recalled only to his/her trade or craft job. In the event such an employee has not been recalled to his/her trade or craft job and if he/she desires to return to work after a one year period he/she will advise the Human Resources Department in writing as soon as possible but not less than 4 weeks before the date he/she desires to return to work. He/she will then be recalled to the General Labour Pool provided his/her seniority allows him/her to do so. However, this provision shall be subject to the time limits specified in Section 8:09F.

- C.** An employee recalled to work for a period of less than thirty (30) days may refuse such a recall. The employee, who refuses such a recall, will retain all rights to a subsequent recall.

Notwithstanding the provisions in paragraph 8:09 G, the employee must advise within 24

hours of his/her intention to accept or refuse such a recall. If he/she chooses to accept such a recall, he/she must report to work as required.

8:25 An employee who, by reason of minor disability, advancing age or other causes, is unable to maintain the necessary standard of efficiency or safety on his/her job may, after discussion between the Parties, be moved to some other job for which he/she is qualified and be exempted from the continuous service provisions of this Article.

Article 8:20 A 1, A 2, and A 3. will be utilized prior to giving consideration for other jobs for which the employee may be qualified and capable of performing.

An employee who has been assigned to a job in accordance with 8:25 will have his/her case reviewed on an annual basis to confirm whether the causes for his/her assignment are still applicable.

This review will include discussions with the medical practitioner who was involved in the recommendation to have the employee reassigned.

Should the cause of the employee's assignment under 8:25 no longer exist, he/she will no longer be protected under the provisions of this article and the continuous service provisions of Article 8 will apply.

An employee assigned under Article 8:25 will also apply for any job which is posted under 8:15 provided he/she meets the full requirements of the job being posted and the

causes for which he/she was reassigned under 8:25 does not prevent him/her from being assigned to that job.

When more than one employee is being considered under the provisions of 8:25, the employee with the most company continuous service will be given the first available opportunity for which the employee may be qualified and capable of performing.

8:26

- A.** An employee in a line of promotion may request transfer to the Labour pool of his/her Department Job Group. The Company, the Union and the employee shall meet to discuss such request. If his/her request is approved by the Company he shall then forfeit his job seniority in all jobs in the line of promotion from which he/she has requested transfer.
- B.** When the Company fills a permanent vacancy in a Department Labour Pool it will consider on the basis of Company continuous service, any labourer from another Department Labour Pool who has expressed a preference for work in the pool where the vacancy exists.

8:27

- A.** An employee may, by completion of a form furnished by the Company, voluntarily relinquish his/her eligibility:
 - 1. For recall to a job outside his/her line of promotion from which he/she has been reduced.
 - 2. For recall and promotion for filling

permanent vacancies within his/her line of promotion.

3. For promotion for filling temporary vacancies within his/her line of promotion.

B. An employee may regain his/her eligibility within his/her line of promotion by application on a form provided by the Company, not less than thirty (30) calendar days after his/her voluntary relinquishment. Eligibility for filling temporary vacancies shall be effective immediately on the Company's receipt of such an application; eligibility for and promotion for filling permanent vacancies shall be regained thirty (30) calendar days after receipt of the application.

C. An employee who relinquishes his/her right to recall in accordance with this Article shall lose seniority in that job and in **all** other equal or higher jobs in that line of promotion.

An employee who has not voluntarily relinquished his/her eligibility in accordance with **(A)** above at the time a vacancy is being filled, shall be considered eligible to fill such a vacancy and will be promoted in accordance with 8:14 B. and E.

8:28 Except as provided for in this Article, no employee may displace another.

8:29 Job Combination and Job Elimination

When *two* or more jobs are combined and a new classification is established as a result of such a combination, the new job shall be filled by senior employees in the jobs being combined.

The remaining employees in the jobs being

combined shall be granted seniority in the new job and will be reduced in accordance with Article 8:20 of the Collective Agreement.

Employees who have worked in any of the jobs being combined, but are not incumbents at the time of combination, shall be granted job seniority in the new job effective the date it is first filled and shall be considered to have worked in the job for the purpose of applying the provisions of Article 8:20 A3.

When a job is eliminated and the functions of the job being eliminated are added to an existing job, the incumbents in the job being eliminated will be granted job seniority as of the date that the new duties were added to the existing job and shall have rights as outlined in 8:20 A3.

8:30 Training

- A.** In order to have trained employees available to fill entrance jobs, in the lines of promotion, the Company may select employees in accordance with the Collective Agreement for the purposes of training in these jobs even though there may be employees eligible for recall in such jobs. Once the training has been completed an employee will be returned to his regular job and will not be permitted to refuse a recall to the position for which the employee were trained if a vacancy for such job is filled in accordance with 8:14 or 8:15 within six (6) months. Entrance jobs are:

	Minimum/Maximum
MobileCrane Operator	6-8 weeks
RotaryDrillOperator/Blaster	4-6 weeks
Warehouseperson	4-5 weeks
Lab Attendant	4-6 weeks
Mine Equipment Operator	4-6 weeks

B. Training-Conductor and Engineman

CONDUCTOR - 200 hours

ENGINEMAN - 200 hours

Only trained employees will be assigned to fill vacancies in the jobs listed.

Training, excluding classroom training, will be given by working the minimum required number of hours with a qualified employee on the job, and under normal circumstances such training will be done on a continuous basis. When overtime is necessary to meet these objectives, it will be offered to the qualified employee and not to the employee being trained. The employee being trained will be paid the rate of pay of the job for which he is being trained.

An employee, who wishes to cancel training for the job of Conductor and Engineman, after having completed less than 50% of the required training, may do so by relinquishment of his eligibility for promotion as outlined in Article 8:27 a. of the Collective agreement.

Once an employee received the training for either of the above jobs, the employee may not refuse rights once a vacancy is available.

Once an employee received the training for either of the jobs outlined in (8:30 B), his

relinquishment for promotion as provided for in 8:27 a. of the Collective agreement will not apply in the case of promotion for filling temporary and permanent vacancies.

8:31

The present agreement establishes the provisions of training employees in the Concentrator Job Group prior to filling job vacancies.

Jobs Covered By This Agreement & Minimum On-The-Job Training Required

Concentrator Repairperson	84 Hours
Concentrator Attendant	226 Hours
Lab Attendant	192 Hours

Training, excluding classroom and orientation training, will be given by working the minimum required number of hours with a qualified employee on the job. Under normal circumstances such training will be done on a continuous basis. However in no case will a training session be less than 6 hours. Whenever overtime is necessary to meet these training requirements, it will be offered to the qualified employee and not to the employee being trained.

During the initial training period, the Company will provide training in a minimum of 50% of the tasks in each job and 100% of the tasks in the first six months. The employee must accept the training presented to him/her.

Concentrator Repairperson

Minimum-On-The-Job Training Hours 84 Hours

Concentrator Attendant

<i>Minimum On-The-Job Training Hours</i>	
Grinding	48 Hours
Tailings Line	24 Hours
Spirals	18 Hours
Pumpbay/Filters	24 Hours
Ore Storage	4 Hours
Classifier	4 Hours
Crusher	4 Hours
High Tension	24 Hours
Rotary Dryer/Jones Reclaim	36 Hours
Dryer	36 Hours
Loadout	4 Hours

Lab Attendant

<i>Minimum On-The-Job Training Hours</i>	
Sampler Tester	72 Hours
Analyst	120 Hours

8:32 Apprenticeship Program

An employee who has successfully completed Grade XII, and the required courses for the entry level block for a Trade or Craft position, may make application in writing to the Company to fill a vacancy in a Trade or Craft job setting forth their experience, knowledge and training in relation to the trade or craft. Such applicants will be considered when the Company decides to fill such vacancies and will be selected in accordance with the provisions of Section 8:12. If an employee is selected into the Apprenticeship program with the Company, they will have to apply and be successfully accepted into the Government of Newfoundland and Labrador Apprenticeship program and will have to comply with all requirements of the Government program.

Employees in the Apprenticeship program who are required to take a leave of absence from work to complete their school portion of the program at a recognized training facility will be eligible for a training allowance upon successful completion of their studies. The training allowance will be payable upon the employees return to work and will be equal to forty (40) hours per week at the employee's current hourly rate including COLA and Northern Allowance minus gross monies received through Employment Insurance.

- A.** The level at which an employee enters the program will be determined by the Provincial Government Industrial Training Division. Thereafter at the successful conclusion of each training period, they will be advanced to successive training periods as determined by the Provincial Government Apprenticeship Program.
- B.** Employees enrolled for training in an apprenticeship program will at the conclusion of the program be assigned the standard rate provided they pass the National Red Seal Examination.
- C.** The established apprentice rate of pay for each apprentice training period classification shall be applied in accordance with the apprentice training periods as provided in Section 8:32A. Rate changes as determined by the apprentice training periods, shall be made at the beginning of the pay period closest to the completion of the respective training period.
- D.** An employee's progression through the schedule of apprenticeship training up to the

starting rate classification for the respective trade or craft job shall be determined by his/her qualifications and ability, such determination shall be made at the conclusion of each training period.

In order for such an employee to fulfill his/her apprenticeship program requirements and be exposed to all aspects of his/her respective trade or craft there is a requirement to rotate through different areas, departments, or shifts for training. Such employees may be rotated on a semi-annual basis to facilitate such requirements.

- E.** Employees assigned to training through an apprenticeship course in a given trade or craft shall be furnished by the Government Industrial Training Division with a listing indicating the prescribed schedule of work processes and organized related instruction which apply to each period of such apprenticeship training, together with the requirement standards which must be fulfilled in order to qualify at each period of training
- F.** In the event an employee assigned to training through an apprenticeship program fails to qualify for progression at the conclusion of any training period the Government Industrial Training Officer along with a representative from the Company shall at such time, indicate in detail to such an employee, the reason for such failure and advise and instruct such employee in an attempt to enable him/her to succeed at the conclusion of the next training period.
- G.** In the event an employee assigned to training through an apprenticeship course fails to

qualify for progression at the conclusion of any training period, such employee shall repeat the training period from which he/she failed to qualify as per the regulations set forth by the Provincial Government Industrial Training Division.

- H. An employee assigned to training through an apprenticeship course who consecutively fails to progress at the conclusion of two training periods or fails to perform satisfactorily on the job, they may be demoted or voluntarily agree to return to their former position.
- I. An employee who has been removed from an apprenticeship course, as provided in H shall exercise any seniority rights he/she may have accumulated.

8:33 An employee who believes that he/she has the requisite qualifications and ability for filling a vacancy in a Trade or Craft job may make application in writing to the Company at any time, setting forth his/her experience, knowledge and training in relation to the trade or craft. Such applicants will be considered when the Company decides to fill such vacancies and will be selected in accordance with the provisions of Section 8:12.

8:34 Temporary Assignment

It is the Company's intention to have employees who normally perform the work complete the work.

However, the Company may temporarily assign (see Appendix F) for the Company's convenience an employee to a job other than his/her regular job, when work is or is not available to the employee in his/her regular job,

he/she shall receive the established rate of pay for the job performed or for his/her regular job, whichever is higher. Such an employee assigned to a higher rated job during a work day will be paid at the higher rate for the balance of that day even though he/she returned to his/her regular job during that day.

**ARTICLE 9 RECORDS OF COMPLAINTS
AND GRIEVANCE PROCEDURE**
{See Appendix J}

9:01 The purpose of this Article is to establish a procedure for discussion and prompt settlement of complaints related to the application and interpretation of the provisions of this Agreement. In order to achieve this objective, the parties shall provide at each step of the procedure, a full and detailed written statement of the pertinent facts, the provisions of the agreement relied upon and the grieving party shall provide the remedy sought.

9:02 Any employee who believes that the Agreement has been violated shall discuss the complaint with his/her Supervisor within 7 days of the date of the incident and he/she will be accompanied by a Shop Steward if requested. There shall be no deduction from their pay for time spent in such discussion.

Recognizing the importance of full discussion between the Supervisor and the employee in clearing up misunderstandings and preserving harmonious relations, every effort shall be made at this point to settle the complaint. Should the employee feel that the complaint has not been satisfactorily resolved after discussion with the Supervisor, the employee may complete a "Record of Complaint" form (Appendix P) from the Supervisor. Within ten

(10) days, the record of complaint, signed off by the Area Manager, or designee, will be presented to the employee. At the same time, a copy of the Record of Complaint along with a statement of the facts (relied upon by each party) will be given to Human Resources and to the Union. This will include a statement of the employee/union claim taken from the information contained in the record of complaint and from discussions between the employee and the Supervisor. The statement of facts will also contain a summary of the Company's information derived from its investigation of the complaint.

9:03 No earlier than twenty four (24) hours and no later than 7 days following receipt by the employee of the "Record of Complaint" form, the complaint may become a grievance.

STEP NO. 1

A grievance shall be on a form provided by the Company and shall be signed by the aggrieved employee and by a Grievance Committee person clearly stating the violation being alleged and the adjustment requested. A copy of the "Record of Complaint" shall be supplied with grievance. The Section Manager or designate shall meet with the Grievance Committee person within seven (7) days following receipt of the grievance.

The Supervisor and/or the grievor will be present at the request of either Party.

The Section Manager's decision shall be given in writing and a copy thereof returned to the Grievance Committee person within seven (7) days after the Step No. 1 meeting. If no appeal

is taken from the Section Manager's decision within the time limit set forth in Step 2, the grievance shall be considered settled.

STEP NO. 2

If the Section Manager's decision is judged to be unsatisfactory, it may be appealed by the Grievance Committee person within seven (7) days of its receipt. The appeal shall be made by completing the grievance form and submitting to the Human Resources Department.

The Area Manager and/or his/her representatives shall meet with the Grievance Committee person within ten (10) days following receipt of such appeal to discuss the grievance. A representative of the International Union may attend the meeting and witnesses either Party may require may be heard.

Within seven (7) days, the Area Manager's decision shall be given in writing to the Union, unless a definite date for decision is mutually agreed upon. If no appeal to Arbitration is taken from the Area Manager's decision within the time set forth in Article 10, the grievance shall be considered settled.

In the event of a suspension a grievance will be processed if it is presented within five (5) days of the return to work of the employee who was suspended. A grievance protesting a suspension of ten (10) days or greater that is appealed to arbitration within the specified time limits shall have the same priority as a discharge as outlined in Paragraph 3 of Article 11:06.

- 9:04** If it is determined that redress is required following the presentation of a record of complaint or grievance, the redress will be made to the grievor who presents the complaint or grievance provided he/she is not at work at the time of the incident. If the grievor is at work at the time of the incident and redress is determined, it will be made to the employee in the classification who would have performed the work and who is lowest on the overtime list.
- 9:05** The Union may select a Union Grievance Committee composed of one Committee person for each twenty five (25) regular bargaining unit employees. The Union shall immediately advise the Company in writing of the names of those selected and of any changes that may occur. Not more than two Grievance Committee persons may act on the Union Grievance Committee at Step No. 1 and no more than three (3) at Step No. 2 of the Grievance Procedure.
- 9:06** The Grievance Procedure may be utilized by the Union in processing a grievance which is not a personal grievance and which alleges a violation or misinterpretation of this Agreement. Such grievances may be introduced at Step No. 2 of the Grievance Procedure. In processing such a grievance, the Company and the Union shall observe the specified time limits in appealing and answering.
- 9:07** Saturdays, Sundays and Holidays recognized herein shall not be included when determining the time within which any action is to be taken under Articles 9, 10, or 11.

Any and all time limits fixed by this Article or

Articles 10 and 11 may be extended by mutual agreement in writing between the Company and the Union.

It will be the responsibility of the Union to notify all grievance committee persons required to be present at the meetings. If they fail to appear, the time limit penalty clause will not apply provided the union has been given 48 hours notice. If the Company violates the time limits of Article 9 there will be a 1 hour penalty per day paid to the Local 6285 at the grievor's regular rate of pay.

9:08 Grievance meetings will be held during working hours and neither a Grievance Committee person nor a grievor will suffer any loss of pay for attendance.

To attend a Grievance Meeting within his/her working hours a Grievance Committee person or a Grievor must obtain permission from his/her Supervisor to leave his/her work. Such permission will not be refused arbitrarily. Time spent in scheduled Grievance Meetings with the Company during a Committee person's or a Grievor's regular scheduled shift shall be considered as time worked for the purpose of computing overtime.

When Step 1 and 2 Grievance Meetings are scheduled outside or go beyond the regular scheduled shift of the Grievance Committee person referred to in 9:05, he/she shall be paid one (1) hour at straight time rates for such attendance in addition to hours lost during his/her regular scheduled shift.

9:09 If both parties agree that the facts alleged in a grievance involving a number of employees

are identical and the remedy sought is the same, a decision on the grievance of one of the employees involved will be applied to all who are entitled, at that time, to such a decision without the necessity of each filing an individual grievance. A grievance which is identical in facts to a grievance that is pending will not be heard at Step 1 and 2 pending resolution of the matter.

- 9:10** A meeting will be held at the end of each quarter with the Resident Manager, Departmental Area Manager or designee and the Human Resources Manager or designee to discuss all grievances outstanding from each quarter.

ARTICLE 10 - ARBITRATION

- 10:01** A grievance concerning the interpretation or alleged violation of the Collective Agreement, which has been properly carried through all the steps of the grievance procedure described in Article 9 and which has not been settled, may be referred to Arbitration within twenty one (21) days following the Company's Step No. 2 answer. The grievance shall be referred to Arbitration using the procedure covering official notices set forth in Article 20.
- 10:02** Within ten (10) days following receipt of notice that a grievance has been referred to Arbitration, the Parties can agree on the choice of an Arbitrator. If agreement is not reached within this ten (10) day period, the designation of the Arbitrator shall be by rotation from the following roster:

1. Mr. D. Alcock

2. Mr. J. Clarke
3. Mr. J. Oakley
4. Mr. W. Thistle
5. Mr. J. Scott

- 10:03** Should a person selected in rotation from the panel be unable to act for any reason, he shall not be asked again until his name comes up again in the normal rotation order unless mutually agreed upon in accordance with the provisions of Section 10:02.
- 10:04** Should the preceding methods of selecting an Arbitrator fail, the Minister of Labour of the Government of Newfoundland and Labrador will be asked to nominate one.
- 10:05** Upon thirty (30) days written notice, the Company and the Union shall each be entitled to strike one name from the Panel of Arbitrators during the term of this Agreement.
- 10:06** Two (2) or more grievances may be presented to an Arbitrator if the Company and the Union mutually agree.
- 10:07** Arbitration hearings shall be held in Wabush unless some other place is mutually agreed between the Parties.
- 10:08** Arbitration hearings shall be held within thirty (30) days following notice to the Arbitrator of his selection and if further hearings are required they shall be held within thirty (30) days following the last meeting. The decision of the Arbitrator shall be forwarded to the Parties within thirty (30) days following the last day of the Arbitration hearing. These time limits may be extended by mutual agreement between the Parties.

- 10:09** The decision of the Arbitrator shall be binding on both Parties.
- 10:10** 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 or provisions of this Agreement; nor shall any past practices or customs become binding unless they are in writing between the Company and the Union.
- 10:11** No award in Arbitration shall be retroactive beyond fifteen (15) days prior to the date the grievance was first presented in writing. The Arbitration shall have authority to modify the penalty in a grievance involving the suspension of an employee, but shall have no authority beyond that provided for in Article 11 in a grievance involving discharge.
- 10:12** The Parties will jointly bear the expenses of the Arbitrator.
- 10:13** No person shall be selected as Arbitrator who has been directly involved in attempts to settle the grievance.

ARTICLE 11 - DISCIPLINE/DISCHARGE CASES

- 11:01** When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, he/she will be disciplined within seven (7) working days.

Employees will have union representation in the case of discipline matters.

11:02 When an employee completes one (1) year of active service free of any written disciplinary action, his/her official previous disciplinary record maintained in the Human Resources Department will not be referred to or considered in establishing any future discipline for him/her.

When an employee has been disciplined, the Human Resources Department will, upon request, inform the Union President, or the Grievance Committee person involved of the employee's disciplinary record. When an employee has been disciplined, the Human Resources Department will send copies of all such written discipline to the Union.

11:03 An employee who is discharged shall be so notified in writing by the Company. If the employee considers he/she has been discharged for other than just and reasonable cause he/she may request a hearing with the Department Head, or his/her designated representative within forty eight (48) hours of receipt of such notice of discharge.

11:04 A hearing will be held within three (3) days following receipt of the request referred to in Section 11:01 and within three (3) days after such hearing, a decision as to whether the discharge shall be upheld, modified or revoked shall be rendered in writing by the Company. The employee may be accompanied at the hearing by a Union Grievance Committee person and/or representative of the International Union if he/she so desires.

11:05 Within three (3) days following receipt of the Company's decision, the employee, may, if he/she considers that he/she has been unjustly discharged, file a written grievance commencing at Step No. 2 of the Grievance Procedure which will be heard within three (3) days.

11:06 Upon receipt of the Step 2 answer from the Company, the Union has 21 days to refer the discharge to arbitration. If the discharge is appealed to Arbitration, the Arbitrator will have full jurisdiction to uphold or reject the discharge or to reduce the discharge to a suspension and to fix the duration of the suspension. If the Arbitrator rejects the discharge or reduces it to a suspension; the employee shall be reinstated and paid for time lost since the date of discharge or for the period of time not covered by the suspension. Such payment shall be the difference between the amount of money actually received by the employee for work performed by him/her in each week during the period that he/she was off work due to discharge and the amount that he/she would have received for each such week for regularly scheduled work had he/she been continued at work in the job classification that he/she held at the time of his/her discharge.

To the extent of time an employee is compensated by the Company in accordance with the provisions of the foregoing paragraph, he/she shall be paid Northern Allowance, C.O.L.A., Holidays as provided for under Article 16, for which he/she would have qualified had he/she not been discharged.

A grievance protesting a discharge must be appealed within the specified time limits to

arbitration and shall have priority over other grievances previously appealed to arbitration unless the Parties mutually agree otherwise.

ARTICLE 12 HOURS OF WORK, OVERTIME AND ALLOWED TIME

- 12:01** This Article is intended solely to define the normal hours of work and shall not be construed to be a guarantee of hours of work per day or days of work per week.
- 12:02** 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.
- 12:03** Weekly work schedules shall be posted no later than noon, Thursday, of the preceding week and no changes shall be made in such schedules solely for the purpose of avoiding the payment of overtime rates. If it is later necessary to change the schedule, without having given the employee at least twenty four (24) hours notice of the change, the employee assigned will be paid at the rate of double time for hours worked on the first shift of the changed schedule.
- A.** For employees assigned to 8-hour shifts, the normal week shall consist of five (5) days, of eight (8) hours each, establishing a normal work week of forty (40) hours.
 - B.** For Employees assigned to 12-hour shifts, the normal bi-weekly work schedule shall consist

of seven (7) shifts of (12) hours each, for a total of eighty-four (84) hours biweekly. One of those twelve (12) hour shifts will be a Sunday.

- C. As far as is practicable in accordance with good operating procedures, the Company will endeavour to schedule employees, who are not on a rotating shift basis, to work a five (5) day work week scheduled Monday through Saturday and will schedule all employees so that their days off are consecutive.
- D. When it is necessary to change an employee from a day shift schedule to a 12 hour schedule, such change will also be done at the beginning of a pay period, if the change otherwise results in an employee working more than 84 hours in the pay period.

If it is necessary to effect a general reduction in existing shift schedules at Wabush Mines, the Company will notify the Union no later than two months prior to any general reductions.

12:04 Employees assigned to 8-hour shifts, will be entitled to one (1) twenty (20) minute rest period which is to be taken during the first four hours of the shift and one (1) 20 minute lunch period. Both the rest period and lunch break shall be considered as time worked.

Employees assigned to 12-hour shifts (excluding those employees deemed as production employees), will be entitled to one (1) twenty (20) minute rest period which is to be taken during the first four hours of the shift and two (2) 20 minute lunch periods. Both the rest period and lunch break shall be considered as time worked.

Production employees assigned to 12-hour shifts (Production Truck Driver, Mine Equipment Operator, and Shovel Operator) will be entitled to two (2) 30 minute lunch periods and shall be considered as time worked.

The location where the rest period is taken remains unchanged and those who currently take a rest period in their work area will continue to do so.

12:06

A. For employees assigned to 8-hour shifts

Overtime at the rate of time and one half will be paid for hours worked in excess of eight (8) consecutive hours or hours worked in excess of forty (40) in any work week or on an employee's scheduled days off. Overtime at the rate of double time will be paid for hours worked in excess of twelve (12) consecutive hours.

Work scheduled and performed on Sunday will be paid for at the rate of time and one half. Work performed on Sundays 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 time.

B. For employees assigned to 12-hour shifts:

Overtime at the rate of time and one-half will be paid for hours worked on an employee's scheduled days off. Overtime at the rate of double time will be paid for hours worked in excess of twelve (12) consecutive hours. Overtime will not be paid on the basis of hours worked in a week.

Work scheduled and performed on Sunday will

be paid for at the rate of time and one-half for the first eight (8) hours and at the rate of double time for hours worked in excess of eight (8), except that an employee who is scheduled and works 84 straight time hours in a pay period will receive double time for hours worked on a scheduled Sunday *off* during that pay period.

C. For all employees:

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

12:07 Any time paid for at overtime rate in any work day shall not be used to compute overtime for the work week. 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 of this Agreement.

12:08 Overtime rates shall not apply to time worked by an employee in excess of his/her regular work day or work week because of a change of shift granted at the employee's request.

12:09 An employee who reports for work as scheduled without having been notified not to report, and for whom no work is available will be allowed four (4) hours pay at the rate of the job for which he/she was scheduled to report.

12:10 An 8-hour employee who reports for and actually performs work as assigned on a scheduled shift will be paid for at least four (4) hours, eight (8) hours if he/she works more than four (4) hours, at the rate of pay for the job

for which scheduled unless he/she is assigned to a higher rated job in which event he/she will be paid at the rate of the job performed.

A 12 hour employee who reports for and actually performs work as assigned on a scheduled shift will be paid for at least four (4) hours, eight (8) hours if he/she works more than four (4) hours, twelve (12) hours if he/she works more than eight (8) hours, at the rate of pay for the job for which scheduled unless he/she is assigned to a higher rated job in which event he will be paid at the rate of the job performed.

12:11

- A. An 8-hour employee requested to return to work for a full extra shift after having left the property and with at least four (4) hours prior notice, and who reports for such work and works as assigned, will be paid at the overtime rate of time and one half or at the appropriate Holiday or Sunday rate, where applicable, for all hours so worked and shall be given the opportunity to work at least eight (8) hours.

A 12 hour-employee requested to return to work for a full extra shift after having left the property and with at least four (4) hours prior notice or who is requested to provide shift relief with less than four (4) hours prior notice, and who reports for such work and works as assigned, will be paid at the overtime rate of time and one-half or at the appropriate Holiday or Sunday work rate, when applicable, for all hours worked and shall be given the opportunity to work at least twelve (12) hours.

- B. An 8-hour employee requested to return to

work, after having left the property, other than for his/her scheduled shift, with less than four (4) hours prior notice or for less than eight (8) hours work, and who reports for such work and works as assigned, will be paid at the overtime rate of double time and for at least three (3) hours for such extra work. Upon being requested to return to work the employee will be informed of the work to be performed and the work required will be confined to work necessitated by the callout. At the completion of said work, the employee, at his/her discretion, may leave the job if he/she agrees, be assigned to other work, he/she will and will continue to be paid at the rate of double time for so long as the extra work continues, or to the commencement of his/her scheduled shift.

A 12-hour employee requested to return to work, after having left the property other than for his/her scheduled shift or shift relief, with less than four (4) hours prior notice or for less than twelve (12) hours work, and who reports for such work and works as assigned, will be paid at the overtime rate of double time and for at least three (3) hours for such extra work. Upon being requested to return to work the employee will be informed of the work to be performed and the work required will be confined to work necessitated by the callout. At the completion of said work, the employee, at his/her discretion, may leave the job or, if he/she agrees, to be assigned to other work, in which case he/she will continue to be paid at the rate of double time for so long as the extra work continues, or to the commencement of his/her scheduled shift.

- C. An employee required to return to work after having left the property, other than for his/her

scheduled shift due to an emergency will be paid at the overtime rate of double time and for at least three (3) hours for such work. The nature of the emergency work will be made known to him/her and he/she will not be assigned to other work. For purposes of the Section, "emergency work" is defined as that required by a breakdown of equipment or facilities that will affect the continuity of operations, or other unusual circumstance, such as storm, fire or power failure.

12:12 A period of ten (10) minutes will be allowed at the end of an employee's shift for putting away tools, cleaning work area, washing up and doing other tasks incidental to finishing work, except an employee on continuous operations must remain on the job until properly relieved or if he/she has expressed the desire to be relieved, for a maximum of two (2) hours.

12:13 Overtime will, as far as practicable, be equitably distributed among the employees in the department who normally perform the work. A record of overtime hours offered in each department will be available for inspection in the Supervisor's office and will be sent to the Union every month. An employee will be charged with overtime work refused, unless given less than one (1) hour's notice of availability of overtime work. Overtime will be worked on a voluntary basis provided that operating requirements are met. However, if an insufficient number of employees accept overtime work, employees with the least Company continuous service shall be assigned.

12:14 An employee, notified during a shift that he/she will be required to work overtime beyond the end of the shift because no other qualified employee will accept the overtime opportunity will, if he/she requires it, be provided with transportation to his/her residence after he/she completes the overtime work.

12:16 Equitable Distribution of Overtime

- 1.** Overtime distribution groups shall be maintained to help achieve efficiency of operations and to facilitate the distribution of overtime. Within each department and job classification a single overtime listing will be established for each of these groups. In all other cases, the provisions of Article 12:13 of the Collective Agreement will apply.
- 2.** To the extent that it is possible the opportunity to work overtime shall be offered first to the employee who is lowest on the official overtime distribution list for his/her group. However, where that employee has worked two (2) consecutive sixteen hour shifts, the Company may offer the overtime to the next highest employee on the overtime list. Should the employee who was lowest on the overtime list not get the opportunity to work, he/she will receive an equal opportunity within 30 days of being missed.
- 3.** Employees will advise the Company, in advance, if they are unavailable for overtime specifying the period of their unavailability. Such employees will not be called for overtime until such time as he/she notifies the Company of their availability again. An employee who exercises his/her option under this provision will be credited with the hours that they would have been eligible to be offered.

An employee who turns down an opportunity to work overtime or who cannot be contacted shall be credited with the number of overtime hours offered. At the time of calling, an employee who turns down an opportunity or who cannot be contacted shall be credited with the number of hours offered or actually worked up to a maximum of sixteen (16) hours.

4. Except in the case of annual vacations, or union business, an employee who is absent from work shall be credited with the overtime hours he would have been offered had he/she not been absent.
5. If an employee is transferred permanently to another group, other than day to day assignment, he/she shall be credited with the average number of hours for that group.
6. Those hours of overtime provided for in the weekly work schedule of the employee working rotating shifts shall not be credited for the purpose of the distribution of overtime.
7. At the beginning of each year, the group's lowest cumulative total of overtime hours shall be reduced to zero and each employee in that group shall be credited with the hours equal to the difference between his particular total and the group's lowest cumulative total.
8. New employees will not be eligible for overtime during their probationary period unless all employees in the classification in that section have refused the opportunity to work.

Overtime shifts worked during a probationary period will not be considered as time worked when calculating an employee's probationary period.

ARTICLE 13 -SHIFT PREMIUMS AND COLA

13:01 For purposes of this Article

- A.** All shifts beginning between 0600 hrs and 1200 hrs will be day shifts.
- B.** For 8 hour shift employees, all shifts beginning between 1200 hrs and 2000 hrs will be afternoon shifts.
- C.** For 8 hour shift employees, all shifts beginning between 2000 hrs and 0600 hrs will be night shifts.
- D.** For 12 hour shift employees, all shifts beginning between 1200 hrs and 1800 hrs shall be afternoon shifts.
- E.** For 12 hour shift employees, all shifts beginning between 1800 hrs and 0600 hrs shall be night shifts.

13:02 A shift premium of thirty (30) cents per hour shall be paid for any work performed during the afternoon shifts.

13:03 A shift premium of fifty (50) cents per hour shall be paid for any work performed during the night shift.

13:04 Any premium pursuant to the foregoing in this Article shall be increased by reason of having been earned in overtime.

13:05 Cost of Living Allowance (C.O.L.A.)
(Appendix G)

ARTICLE 14 WAGES

- 14:01** The Co operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration dated July 14, 1965, hereinafter 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. It is understood that inclusion of any jobs or groups of jobs in the Manual shall not of itself establish existence of such jobs in the operation of the Company and reference to clerical or technical jobs shall not establish that such jobs are within or not within the jurisdiction of the Bargaining Unit. Members of the Union C.W.S. Committee will suffer no loss of pay while attending meetings of the Joint C.W.S. Committee.
- 14:02** Each occupation shall be described and classified and a rate of pay applied to each employee on such occupation in accordance with the provisions of this agreement. See Appendix H.
- 14:03** Effective on March 1, 2009 the Standard Hourly Rate for each job class shall be as outlined in Appendix H.
- 14:04** As of the dates the Standard Hourly Wage Scales become effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provision of this Agreement.
- 14:05** Each standard hourly rate established under Article 14:03 shall be:

- A. The established rate of pay for all hours paid for a non incentive job.

And

- B. The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job.

14:06 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job shall apply to any employee during such time as the employee is required to perform the job.

14:07 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time the employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

OUT OF LINE DIFFERENTIAL

14:08 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:

- A. Name and badge number of incumbent to whom such out of line differential is to be paid;
- B. Job title of job on which his out of line differential is to be paid;
- C. Job class of such job;

- D. Standard hourly rate of such job;
- E. Amount of out of line differential:
- F. Date such out of line differential became effective.

14:09 Except as such out of line differential may be changed by means hereinafter provided, any employee included in the list referred to in Section 14:08, shall continue to be paid such out of line differential during such time as the employee continues to occupy the job for which the differential was established.

14:10 If an employee with an out of line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

14:11 If through the exercise of seniority rights an employee with an out of line differential is moved to a job having a lower or equal hourly rate, then the out of line differential is cancelled.

14:12 If such employee referred to in Sections 14:10 and 14:11 shall be returned to the job for which the out of line differential was established the out of line differential shall be reinstated except as it may have been reduced or eliminated by other means.

14:13 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he/she shall also receive any out of line differential to which he/she is entitled.

- 14:14** Increases in standard hourly rates which result from increases in the increment between job classes shall be used to reduce or eliminate out of line differentials.
- 14:15** Except for the application of the out of line differentials, as called for herein, the terms of this Agreement which govern transfers, promotions and demotions shall apply.
- 14:16** In determining out of line differentials, no employee shall be listed as an incumbent on more than one job, unless he/she is regularly assigned to more than one job.

LEARNER RATES

- 14:17** Learner jobs requiring "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, are part of this Agreement.
- 14:18** A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs.
- 14:19** Learner periods shall apply only to jobs in Appendix B.
- 14:20** Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.
- 14:21** Employee's time spent on a job requiring a learner schedule shall be cumulative.
- 14:22** An employee whose current rate of pay is higher than the minimum rate of a learner job to which he/she has acceded, shall maintain

his/her current rate, but no higher than the standard hourly rate of the job being learner until such time as the rate for the applicable learner period classification is equal to or exceeds his/her present rate.

- 14:23** 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.
- 14:24** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that wage rate inequity exists.
- 14:25** An employee who attends classroom training outside working hours will be paid one (1) hour at straight time rates for each hour in attendance at such formal classroom training. Such hours will not be construed as hours worked for the purpose of computing overtime. In the case of voluntary training, the Company will schedule training on a regularly scheduled dayshift or on an employee's day off. When mandatory training is required in order that an employee is able to perform his/her job, such training will be provided by the Company. Employees who fail to acquire the mandatory training that is not available in the immediate area (Labrador West) will no longer be qualified to perform their job and will be removed from such job until training is complete at a future training opportunity.

ARTICLE 15-VACATIONS

15:01 An eligible employee will receive an annual vacation in accordance with the following schedule:

Length of Continuous Service	Total Days of Vacation
After 1 Year	18
After 2 Years	23
After 3 Years	28
After 4 Years	33

15:02 To be eligible for vacation an employee must be actively employed by the Company since his/her last continuous service anniversary date, unless he/she has not been so actively employed because of injury or illness for which he/she is receiving Workmen's Compensation payments.

15:03 Vacation pay shall be calculated by multiplying the appropriate calculation factor listed below by the employee's earnings accumulated in the last calendar year (January 1st to December 31st) prior to his/her vacation except that vacation pay for an employee's first vacation taken after one year of continuous service will be calculated by multiplying the appropriate factor (5.33%) by the employee's earnings accumulated during the first year of his/her continuous service.

Years of Continuous Service	Vacation Pay Calculation Factor
After 1 year	5.33%
After 2 years	6.811%
After 3 years	8.29%
After 4 years	9.77%

15:04

- A. Vacations shall be granted throughout the year and consideration will be given to individual requests for the time that the vacation will be taken. Although the final allotment of vacation time shall be determined by the Company a Joint Vacation Committee will be established which will serve as a forum for discussion on vacation allotment, including individual requests for the time that the vacation will be taken.
- B. Employees taking annual vacation in the periods of January 16th to June 15th and October 1st to December 14th will receive an Annual Vacation Bonus of \$175.00 per week or \$25.00 per day. This bonus shall not be considered as earnings in calculating the amount of any other employee benefit.

15:05 It is the desire of the Company and the Union that every employee entitled thereto shall receive a vacation. An employee shall not be entitled to any payment in lieu of a vacation unless the Company, due to operating requirements and employment conditions, shall arrange, with the consent of the employee, that he/she shall not take such vacation or portion thereof in which case the Company shall pay to him/her an allowance equivalent to his/her vacation pay in lieu of such vacation.

15:06 An employee, eligible for vacation pay, will receive such pay when he/she is laid off, if he/she so requests, or ten (10) days before proceeding on authorized vacation unless he/she has requested to have it included as regular pay and paid each pay period while on vacation.

15:07 If an employee terminates his/her employment with less than a full year's service since his/her last anniversary date, the employee's annual vacation pay will be prorated based on his/her calculation factor and then will be eligible to receive 100% of this amount.

15:08 The Company will, once per an employee's vacation anniversary year, at the time of annual vacation, provide free rail transportation to Sept Iles and return:

- A. For him/her and his/her immediate family, and
- B. For his/her motorcycle or car and attached trailer or camper or boat on trailer. Size and or weight limitations for these attachments will be established by the Company on a reasonable basis, e.g. not to exceed 31 feet in length.

The Company will require adequate proof of transportation of an employee and his/her family. Provisions for the transportation referred to in B) preceding will depend upon proof of shipment either at the time of the employee's travel or at the time of his/her family's travel if he/she has taken vacation prior to his/her family's vacation, but has not then shipped his/her automobile and/or attachments. If the employee does not request the benefit outlined in A above at the time of his/her Annual Vacation, he/she may do so at any time during his/her anniversary year.

An employee who does not transport his/her automobile and/or attachments from Wabush to Sept Iles but who transports them from Sept Iles to Wabush on his/her return from authorized annual vacation will also be eligible to receive free rail transportation for them to Wabush.

In addition to the benefits outlined above, an employee may obtain a second voucher in any anniversary year for the purposes of transporting either his/her motorcycle or car or boat or snowmobile with sleigh to Sept Iles and return.

15:09 Travel Subsidy

Once in each anniversary year in which he/she is eligible for vacation, the Company will provide to each employee and dependent members of his/her immediate family (over the age of 2) residing in Labrador West a travel subsidy in the amount of \$1,600, 100% of which will be advanced at one time. Dependent members of his/her immediate family will be defined as spouse and not fully employed children (under 18 or who are full time students under 24).

Dependants who are either physically or mentally disabled and who are dependant upon the covered member, as long as the employee is still employed with Wabush Mines and the dependant is still residing in the Labrador West area will be eligible for the subsidy. Dependants not residing in Labrador West will be eligible for 50% of the travel subsidy provided the employee submits documentation showing the dependant travelled either to Labrador West or with the employee on vacation.

The spouse of an employee who marries, while on vacation, at a location at least as far distant as Sept Iles, will be provided the travel subsidy.

15:10 Vacation Guidelines

The following guidelines are established to assist in the scheduling of vacations for Bargaining Unit Employees.

1. Prime time vacation slots will be established between June 15 and September 30 each year and during the Christmas period (December 15 to January 15 of the following year).
2. No employee will be permitted to split an anniversary year's vacation entitlement into two prime times until all employees have made their first choice. Employees must indicate their order of choices on their vacation applications. Vacations will be scheduled based on company continuous service and order of choices (ie. 1st, 2nd, 3rd, and 4th). All vacations, which are due to be completed during a given calendar year, must be scheduled. Also, extended vacations will not be granted during prime times except when it does not interfere with other employees' selections for regular vacation.
3. Employees will be permitted to split an anniversary year's vacation three (3) times. All vacation slots will start on a Monday. All vacations will be scheduled in multiples of 7 days whenever there is sufficient vacation to allow such scheduling.

However, employees with 33 days vacation entitlement may schedule a five-day period before or after their 28

day period.

4. Vacations may be scheduled to commence seven (7) calendar days prior to the employee's anniversary date. Employees who schedule within the seven day period will be treated as if the anniversary date were reached with respect to selection priority, vacation pay and vacation benefits.
5. **All** of the previous year's outstanding vacation must be started prior to the employee's anniversary date and will have to be scheduled at the time the employee is submitting his/her vacation application.
6. Request forms must clearly indicate if vacation being scheduled is previous or present year's vacation entitlement and whether it is regular or extended vacation.
7. Employees will designate on their request forms how they wish to have vacation pay and/or vacation travel processed.
8. Employees must schedule their vacation by December 1st of each year. If a vacant slot is still available following posting of the vacation schedule, an employee may apply for this slot within 30 days of the initial vacation schedule having been posted. Should a slot remain open after the 30-day period, such slot may be filled subject to operating requirements and with the approval of the Area Manager.

9. Should an employee cancel his/her vacation once vacation schedules have **been posted, with the required 30-day** notice during prime time, resulting in a slot being left vacant, employees who have submitted a request, in writing and in advance of the slot becoming available, will be considered. Emergency situations will be considered on an individual basis.
10. It is the intent of the Joint Vacation Committee to have the vacation schedule posted no later than January 1st of each year.
11. Persons responsible for vacation scheduling, in each department, will meet with the designated Vacation Committeeman to discuss the vacation guidelines and will continue to liaise with him/her during the scheduling process. Additional matters pertaining to vacation scheduling from year to year will be discussed by the Joint Vacation Committee.

VACATION EXTENSIONS

15:11 Each employee shall be entitled to an extension of five (5) weeks to his/her next regular vacation taken following completion of his/her first five (5) years of continuous service and an extension of nine (9) weeks to his/her next regular vacation taken following completion of his/her next five (5) years of continuous service and nine (9) weeks to his/her next regular vacation taken following any subsequent additional five (5) years of continuous service thereafter.

For the second and each subsequent year of service completed after March 1, 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 and at the standard hourly rate of the regular job held at each service year anniversary date in the applicable period of years preceding the date Extended Vacation is paid.

The service bonus for employees who wish to retire under an unreduced pension will be prorated and the employee will then be eligible to receive 100% of this amount.

15:12 Vacation Extension pay shall be calculated by multiplying the appropriate calculation factor listed below by one fifth (1/5) of the employee's earnings accumulated during the five (5) year period of qualification for the Vacation Extension.

Years of Continuous Service	Vacation Extension Calculation Factor
After 5 Years	10.36%
After 10 Years	18.65%
After each five (5) Years In Excess of ten (10) Years	18.65%

An employee may request his/her extended vacation pay at the time he/she becomes eligible to receive it and defer the taking of a portion or all of his/her extended vacation days. However, the employee must advise the Company of his/her intentions and the vacation extension days will be scheduled in accordance with the provisions of 15:13.

- 15:13** An employee's Vacation Extension shall be added to and taken with the first regular vacation following the completion of the five (5) year period entitling him/her to the Vacation Extension. However, if operating requirements warrant it, the Company may schedule such extension in the year following entitlement. Further, the Company will consider a request for the taking of any portion of the Vacation Extension up to a maximum of two (2) periods during the period following entitlement to it and before his/her next entitlement for Vacation Extension is established.
- 15:14** An employee who would otherwise be entitled to a Vacation Extension in any year may, at the time vacation allotments are established and with the permission of the Company, refuse one or more week(s) of such Vacation Extension and continue to work as scheduled. In this event, he/she shall be paid for such refused Vacation Extension weeks as though he/she had taken such weeks as vacation.
- 15:15** An employee on layoff shall receive any Vacation Extension to which he/she is entitled upon completion of the required number of years of continuous service.
- 15:16** In the event of his/her termination of employment, an employee will receive any Vacation Extension to which he/she is then entitled.
- 15:17** If employees retire under an unreduced pension the employee's vacation extension pay will be prorated and the employee will then be eligible to receive 100% of this amount.

15:18 The Company will meet with the Union no later than the first week in February each year to discuss production requirements. If a summer shutdown is required, the Union will be advised of the length and dates of such shutdown. Vacation schedules will be completed based on the above requirements.

The Company will further advise the Union no later than the first week in May of any changes that may occur in the above production and/or vacation schedules.

If production requirements necessitate a further shutdown at year end, the Company will give the Union at least two (2) months notice of same.

ARTICLE 16-HOLIDAYS

16:01 For employees assigned to 8-hour shift, such employee shall receive, for any of the holidays set forth in Section 16:02, a holiday allowance equal to the number of hours in the normal work day at the time the holiday is observed times the straight time hourly rate which he/she received, or would have received had he/she worked, on such holiday.

Each employee assigned to 12 hour shifts shall receive, for any of the holidays set forth in Section 16:02, a holiday allowance equal to eight (8) hours pay at the straight time rate which he/she receives, or would have received had he/she worked on such holiday.

In either case the holiday allowance shall only be paid providing the either following criteria are met:

1. For 8-hour or 12-hour employees who

are not scheduled to work on the holiday or employees who are on vacation and who are not absent without permission on his/her last scheduled working day preceding and his/her first scheduled working day following the holiday, unless reasons for such absence are judged valid.

2. For 12-hour employees who work the holiday.

16:02 Whenever used in this Agreement, the term "holiday" means one of the following days:

New Year's Day	Labour Day
St. Patrick's Day	Remembrance Day
Good Friday	Boxing Day
Christmas Day	Canada Day
Victoria Day	Civic Day*

*The Union will give 30 days notice of the date of observance but not later than June 15th of each year. Otherwise the Company will set the date. The holiday will not be scheduled in any week when another holiday is scheduled in that same week.

16:03 In addition to holiday allowance provided in 16:01, 8-hour shift employees who are required to work on a holiday shall be paid, in addition to the shift premiums provided by this Agreement, as follows:

- ◆ 150% of their regular rate for the first 8 hours;
- ◆ 200% of their regular rate for the next 4 hours;
- ◆ 250% of their rate for all hours worked in excess of 12.

For 12 hour shift employees In addition to holiday allowance provided in 16:01, employees assigned to 12 hour shifts who are required to work on Holidays shall be paid, in addition to the shift premiums provided by the Agreement, 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 rate for all hours worked in excess of sixteen (16).

However, in the event an employee would earn a higher rate of pay for such hours worked, under another provision of this Agreement, he/she shall be paid that higher rate in lieu of the rates provided in this Section.

16:04 For employees assigned to 8 hour shifts, hours for which holiday allowance is paid shall be considered as hours worked only to make the hours actually worked after the holiday within the work week eligible for overtime. If the Holiday falls on a day following the last day worked by the employee in the work week, the holiday allowance hours shall not be considered as hours worked for the purpose of computing overtime.

The provisions under 16:04 are not applicable to employees assigned to 12 hour shifts due to the provisions outlined in 12:06 B which stipulates that overtime will not be paid on the basis of hours worked in a work week.

16:05 Any employee who is scheduled to work on a holiday and fails to do so shall not receive holiday allowance.

ARTICLE 17 SAFETY AND HEALTH

17:01 The Company will make reasonable provision for the safety, health and hygiene of employees during working hours and will continue its present practice of supplying protective clothing and safety accessories when required in order to adequately protect employees from injuries and industrial disease in accordance with recognized present efficient practices or any improved method which could be instituted from time to time by the Company or following recommendations from the Joint Occupational Health and Safety Committee.

A voucher in the amount of four hundred and sixty dollars (\$460) increasing \$10 each year for the life of the agreement, will be provided each calendar year to employees for the purpose of purchasing safety boots and work clothes subject to the following conditions:

- 1.** The employee on June 1 in the current calendar year must have completed six months of work since June 1 of the previous year. Employees who do not meet this criteria will receive a voucher representing 50% of the amount of the voucher.
- 2.** Employees recalled to work after June 1 who do not meet the criteria established in (1) above and are not recalled for 26 weeks will receive a voucher representing 50% of the amount of the voucher.
- 3.** Employees on long-term disability or long term Workplace Health, Safety and Compensation Commission benefits are not eligible for the voucher.

- 4.** This voucher must be used to purchase

work clothes and safety boots. For example:

- ◆ Safety Boots (Lined & Unlined)
- ◆ Coveralls (Lined & Unlined)
- ◆ Smocks
- ◆ Shirts & Pants
- ◆ Face Masks For Employees Who Work Outside
- ◆ Thermo Work Vests
- ◆ Winter Parkas
- ◆ Ski-doo Suits
- ◆ Hooded paper coveralls
- ◆ Boot laces and work socks

5. The following protective clothing will be provided at the Company's expense to ensure safe working conditions:

- ◆ Arc flash clothing for electricians
- ◆ Fire retardant coveralls for welders
- ◆ Regular Work Gloves (Lined & Unlined)

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

17:02 The Company, the Union and the employees recognize their obligations and rights under existing law with respect to matters of safety and health at work. The Company and the Union will cooperate in the objective of eliminating accidents and health hazards and in promoting the observance of safety rules and policies.

The Parties recognize that it is the responsibility of the Company to make necessary provisions for the safety and health of its employees at work.

17:03 The Company recognizes a Joint Occupational Health and Safety Committee comprised of six **(6)** members named by the Company and **six (6)** employees named by the Union, the latter to represent the following Departments:

Services- 1 Member
Concentrator-2 Members
Mine- 2 Members
1 Chairman

The Union shall inform the names of the employees appointed by the Union, one of whom will be the Chairman of the Employee Health and Safety Committee. The Company shall inform the Union of the names of the Members appointed by the Company to the Joint Occupational Health and Safety Committee.

For each Department named there may be an employee alternate who may act in the absence of one of the regular employee members.

The Company will reimburse the Chairman of the Employee Safety Committee with no loss of pay from their current position once moving into the role. The position will be 40 hours a week.

An additional forty-eight **(48)** hours per month will be granted with no loss of pay for the purposes of accompanying a Company Representative in environmental activities related to the monitoring of dust levels property wide.

- A. Once each month the Joint Occupational Health and Safety Committee shall meet to carry out its function which shall be to study and make recommendations for the promotion of the health and safety of employees; to consider existing practices and rules relating to safety and health: to review and revise proposed new safety and health programs; to review accident statistics, trends, frequencies, causes and the way to prevent same, as well as dust sampling, toxic gases, exhaust fumes, hazardous chemicals, heat problems and noise level reports; to review the findings of the monthly inspection tour and discuss any item which may appear on the meeting agenda. The Company will provide the Chairman of the Employee Health and Safety Committee with minutes of the monthly meeting within forty eight **(48)** hours (excluding Saturdays, Sundays and Holidays) following this meeting.
- B. Should particular circumstances arise which require attention before the next regular meeting of the Joint Occupational Health and Safety Committee, the Employee Safety Committeeman of the Department involved may request a special meeting with his/her Department Head. The Department Head, or his Representative, and a Representative of the Safety Department shall meet with the Employee Safety Committeeman who has requested the meeting and who may be accompanied by the Chairman of the Employee Safety Committee or his/her designee in order to discuss and to solve the problem and if required, proceed to an inspection of the area involved

- A. Should an employee 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, he/she shall have the right to stop working and he/she shall immediately report the condition to his/her Supervisor who shall immediately investigate the condition and take steps as appear necessary to correct it.
- B. If the employee is not satisfied with the decision of his/her Supervisor, he/she shall have the right to be relieved from his/her duty in respect of which he/she has complained, and he/she will be assigned to another job.
- C. As soon as possible, the Supervisor involved will inform his/her superior who will call two (2) representatives of the Joint Occupational Health and Safety Committee (the Employee Safety Committeeman of the Department concerned and a Representative of the Company Safety Committee) in order to inspect the alleged unsafe condition.
- D. If the two (2) representatives agree that the conditions were in fact unsafe, the employee shall not be reassigned to the job until such unsafe condition has been remedied.
- E. If the two (2) representatives disagree as to the safety of the condition, the Union shall have the right to present a grievance at Step 2 of the Grievance Procedure as set out in Article 9 or request appropriate governmental intervention. The employee shall also have the right to file a grievance at Step 2 of the

grievance procedure for wages he claims to have lost as a result of the alleged unsafe condition.

- F.** Pending resolution of the matter, the Company may offer the work in dispute to other Bargaining Unit Employees, provided they are advised of the prior refusal. If these other employees refuse to perform the work in dispute, the Company retains the right to have the work performed.

17:06 The schedule of monthly inspection tours prepared by the Safety Department will be presented to the Joint Occupational Health and Safety Committee at the regular monthly meeting. The Employee Safety Committeeman for the area, along with the JOHSC Co-chair when required, will be invited to accompany the Safety Inspector who conducts the inspection of his/her particular area. After the tour, a copy of the Safety Inspector's Report will be given to the Safety Committeeman.

17:07 Time spent by a member of the Employee Safety Committee in attending a meeting of the Joint Committee, inspection tours or investigations as provided for under 17:04, 17:05, 17:06 and 17:08 during his/her schedule hours of work, will be considered as time worked. A member of the Employee Safety Committee who participates in such activities outside his/her scheduled hours of work or an employee requested by the Company to act as a witness at an accident investigation outside his/her scheduled hours of work, will be paid for time so spent, to a maximum of eight (8) hours, at his/her straight time hourly rate.

17:08

- A.** The Company will conduct a formal investigation into a lost time or potentially serious accident, the Chairperson of the Employee Safety Committee or the member representing the Department involved shall be advised and may participate. The Chairperson of the Employee Safety Committee may visit the scene of the accident with the Resident Supervisor Safety or his/her designee. Copies of the report of the above investigation will be given to the Employee Safety Committee or the member representing the Department involved of the aforementioned accident within seventy two (72) hours.
- B.** The Company will conduct an immediate investigation into an accident in which an employee has sustained personal injury, the Chairperson of the Employee Safety Committee, or in his absence the Union President and the member representing the Department involved, will be invited to be present.

17:09 The Company will continue its scheduled periodic dust sampling and noise testing propertywide. Results of these samplings and tests will be presented and discussed at the Joint Occupational Health and Safety Committee Meeting. When the Chairperson of the Employee Safety Committee or his/her designee following representation from the area Employee Safety Committee Member alleges a significant on job health hazard due to air pollution, or noise, he/she or his/her designee may request that additional samplings or tests be taken and may be present for such additional samplings and tests if so requested. Special reports based on such

additional samplings and tests shall be given him/her for discussion and study at the Joint Occupational Health and Safety Committee Meetings. In the case where the Company uses radiation devices or materials of known toxic value, special measures shall be taken so that the Union and all employees involved in their usage or having to work in proximity be fully informed as to the necessary precautions to be taken to ensure their safety and health.

- 17:10** The existing safety devices and practices of the Company for the purpose of protecting the employees from injury, accident, or unhealthy conditions of work during their working hours shall be continued subject to such improvement or changes as the Company from time to time may deem advisable. The Employee Safety Committee may make any recommendations it deems appropriate relative to improvements or changes to such safety devices and practices.

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 by the members of the Joint Occupational Health and Safety 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 cooperation.

- 17:11** The Company will pay the cost of providing safety glasses for an employee who requires corrective lenses. Such glasses must be ordered through the Company and shall be to Canadian Standards Association approved specifications.

When an employee's corrective safety lenses become pitted, scratched or otherwise damaged on the job, to a point where wearing of them would represent a danger to him/her, the glasses, to the extent necessary, will be replaced on the following basis:

- A. The Company will pay the full replacement cost but not more than once every six (6) months except welders who will be eligible every three (3) months;
- B. The Company will pay half the replacement cost when new lenses are required within six (6) months of new lenses having been provided except welders who will be eligible every three (3) months.

The cost of examination for prescriptions will be assumed by the Company once every two years.

17:12 An employee's annual miner medical examination will be carried out in accordance with the standards prescribed by the Company designated physician.

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

An employee undergoing an annual miner's medical examination during his/her day off will be paid one (1) hour at his/her standard hourly rate.

An employee undergoing an annual chest x-ray as part of a miner's medical during the employee's day off will be paid one (1) hour at the employee's standard hourly rate.

An employee undergoing an annual miner's medical examination and annual chest x-ray during his/her regular scheduled shift shall suffer no loss of pay.

The Company will schedule miner's medical appointments for employee's who wish to undergo their miner's medical with the Company designated physician.

17:13

- 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 at the time it is determined by a medical doctor and confirmed by a Company designated physician that he has an industrial disease, 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, from Company work processes or who sustains a Company compensable injury, for which a permanent partial disability is recognized under the Workmen's Compensation Act.

- B.** Should the Company offer the employee, in accordance with the Collective Agreement, an

equal or higher rated job for which he/she is medically qualified, he/she will accept the job offered.

- C. Should the Company not offer the employee an equal or higher rated job, the employee will be treated as being reduced and paragraph 8:20 A will apply.
- D. If the employee is treated as being reduced, the Company will maintain the difference between the rate of the regular job held and the rate of the highest job in which the employee could qualify medically and in accordance with the terms of the Collective Agreement.
- E. If an employee whose rate is maintained as set out in 17:13 refuses or accepts a job, for which he/she qualifies medically and in accordance with the terms of the Collective Agreement, the amount required to maintain his/her rate shall be reduced by the increase in the standard hourly rate of the job refused or accepted as outlined in 14:10.
- F. Any disagreement as to the employee's medical condition rendering the employee unable to perform a job under the terms of 17:13 shall be examined by a third physician, chosen promptly 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 (2) physicians shall decide the matter. The fees and expenses of the third physician shall be shared equally by the Company and the Employee. Regular wages lost and reasonable expenses incurred, by the employee, to be examined by the third physician will be paid by the Company.

17:14 When an employee signs a form prescribed by the Workplace Health, Safety and Compensation Commission, a copy of the form, as submitted by the Company to the Commission, will be sent to the Union.

The Company will inform the Union of any contested, Workplace Health, Safety and Compensation Commission claims.

The Company will pay up to a maximum of 1 hour if time is needed by an employee during his/her normal work hours to attend to a medical appointment 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.

17:15 The Company agrees to follow the Early Safe and Return to Work guidelines as per Workplace Health, Safety and Compensation Commission regulations and JOHSC Policy. (See Appendix S).

ARTICLE 18 NORTHERN ALLOWANCE

18:01 A Northern Allowance of three hundred and fifty dollars (\$350) per month will be paid on the first full pay following the signing of this agreement to eligible employees as follows:

- A.** Northern Allowance will be calculated and paid on a bi-weekly basis.
- B.** To be eligible for Northern Allowance an employee must:
 1. Having completed his/her probationary period, his/her eligibility will commence at the beginning of the pay period immediately after such completion;

2. Be a regular employee throughout the pay period concerned and have worked or been on vacation or vacation extension in that pay period. Vacation including extended vacation, taken at the time of or during lay off shall not be considered vacation for the purpose of this Section.
- C. Northern Allowance shall not be considered as earnings in calculating the amount of any other employee benefits.
- D. Employees who break their continuous service are eligible to receive Northern Allowance to which they are entitled on the prorata of hours worked in the pay period in which they terminate their employment.

ARTICLE 19 COMMITTEES

19:01 MUTUAL INTEREST COMMITTEE

The Resident Manager and/or his/her representative will meet the Officers of Local 6285 of the United Steelworkers for the purpose of discussing problems of mutual interest related to the operation of the plant.

An agenda, listing the subjects to be discussed, shall be prepared prior to such meetings. Within seven (7) days following receipt of an agenda, the Company shall suggest a date for the meeting which shall, where practicable, be held between 9:00 A.M. and 5:00 P.M.

19:02 VACATION/OVERTIME COMMITTEE

Joint Committee on Vacations and Overtime Distribution will be paid at their regular straight

time hourly rate for time spent in joint meetings with the Company during their regular scheduled shifts or during their day off.

19:03 PENSION COMMITTEE

The mandate of the Pension Committee is to review the summary Annual Report of the Hourly Pension Plan and the Plan's Annual Investment Performance Report.

19:04 PRODUCTIVITY IMPROVEMENT COMMITTEE

See APPENDIX K.

19:05 CONTRACTING OUT COMMITTEE

See paragraph 2:04.

ARTICLE 20 NOTICES

20.01 Any Notice in writing required by this Agreement or which either Party desires to give to the other shall be registered, postage paid, addressed as follows:

To the Company:

Wabush Mines, Cliffs Mining Company,
Wabush, Labrador, Newfoundland, AOR 1B0
Attention: Human Resources Department

To the Union:

The Secretary, Local Union No. 6285 United
Steelworkers Wabush, Labrador,
Newfoundland, AOR 1B0

20:02 Any notices so mailed shall be deemed given

as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

20:03 Either Party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 21 GENERAL

21:01 RAILWAY OPERATION

Wabush Mines does not intend at this time to commit to someone else the management of the Wabush Lake Railway nor grant running rights on the Wabush Lake Railway trackage to any other group.

However, future studies may lead to such consideration. In that event, the Company will discuss any such changes with the Union.

1. The Company intends to maintain existing 12 hour shift schedule provided current production requirements necessitate such a schedule.

If it is necessary to effect a general reduction in existing shift schedules, the Company will notify the Union no later than two months prior to any general reductions.

2. Before adding any new duties to the current job description of the train crews, an understanding must be reached between the parties (union and management) when the duties being added are not related to railway work. However, when there is no requirement for railway work,

employees will be temporarily assigned in emergency situations as per #6 of Appendix F.

3. Auto Mechanics currently assigned to work on locomotives will remain on their present work schedule and will be assigned other functions in the mobile shops when not working on railway equipment.
4. The Company provides a centralized reporting area for train crews which will serve as a storage area for personal property, lunch room, communications center, etc. However, in the event that the train is loading or making a meet, lunch will be taken aboard the locomotive.
5. The task of uncoupling or coupling of trains arriving or departing Wabush junction will be performed by the Wabush team crew.
6. All freight which is designated for Wabush will be picked up by the Wabush train crew at Ross Bay Junction. Similarly, freight cars will be returned from Wabush to Ross Bay junction by the Wabush train crew.
7. In the case of emergencies beyond the control of the Company, the Company and the union will meet to discuss alternate arrangements to have freight delivered to Wabush Mines. If an alternate supplier is required to deliver the freight, one (1) call out will be paid to one (1)

Conductor and one (1) Engineman who are lowest on the overtime list.

8. In order to apply the new method of **Wabush** ore deliveries, three locomotives will be kept and maintained at **Scully Mine**.

The Company does not intend to replace the current locomotives. However, in the event it does, any new locomotives will be maintained by the **Wabush** Maintenance people in the same manner as other new equipment arriving on the property.

9. It is not the Company's intention to change the composition of the current train crew while the current ore delivery process continues to be in place.

21:02 SEVERANCE PAY PLAN

In the event there is a permanent shutdown of **Wabush Mines, Wabush Lake Railway or Arnaud Railway**, the Company agrees to meet with the Union on this matter and negotiate a severance pay plan.

21:03 RELOCATION ALLOWANCE

Employees retiring are eligible for relocation benefits of \$7,000 (\$3,500 without receipts and \$3,500 with receipts) maximum if they relocate outside the immediate area within a maximum period of twenty-four **(24)** months immediately following their official retirement date.

21:04 HOUSING

A. ELECTRICAL RATES

The Company will provide an electrical subsidy of \$500.00 per year for the life of the agreement. The new electrical subsidy will be effective on January 1, 2010.

B. MORTGAGE SUBSIDY

The Company will provide a mortgage subsidy program for employees who have not previously received this benefit either through a cash payment or by virtue of owning a company house. Qualified employees who purchase a home or trailer in Labrador City or Wabush will be eligible to apply for this benefit. The subsidy will not exceed the difference between 5% and the going rate at the time the mortgage was negotiated to a maximum mortgage amount of \$200,000. This benefit will be provided for a maximum of twenty (20) years.

C. RENOVATIONS

Employees who do major renovations to their house and who return the house to the Company, will receive compensation for these major improvements. This provision will also apply in the case of a deceased employee whose widow/widower is returning the house to the Company.

When required, the Company reserves the right to have the extent of the renovations assessed by an independent assessor.

ARTICLE 22 VALIDITY OF AGREEMENT

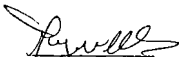
22:01 If any provisions of this Agreement is null and void in view of the provisions of the Labour Relations Act of the Province of Newfoundland, the other provisions of the Agreement shall not be affected in any way by such nullity.

ARTICLE 23 DURATION OF AGREEMENT

This Agreement shall become effective March 1, 2009 and shall remain in full force and effect until February 28, 2014 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either Party to the other, not more than ninety (90) days and not less than thirty (30) days before the date of termination of this Agreement.

UNITED STEELWORKERS
LOCAL 6285
NEGOTIATING COMMITTEE


Jason Penney
President



Guy Walls
Vice-President



Terry Ryan
Recording Secretary


Brian Gaulton
Negotiation Committee


Tom Harris
Staff Representative

WABUSH MINES
CLIFFS MINING CO. MANAGING AGENT
NEGOTIATING COMMITTEE


Giro Levesque
Vice President - General Manager


Bill Dodds
Resident Manager


Roger Thomassin
Director Human Resources


Paula Kratz
Area Manager Human Resources


William Bell
Area Manager, Mine Operations/Mine
Engineering and Technical Support

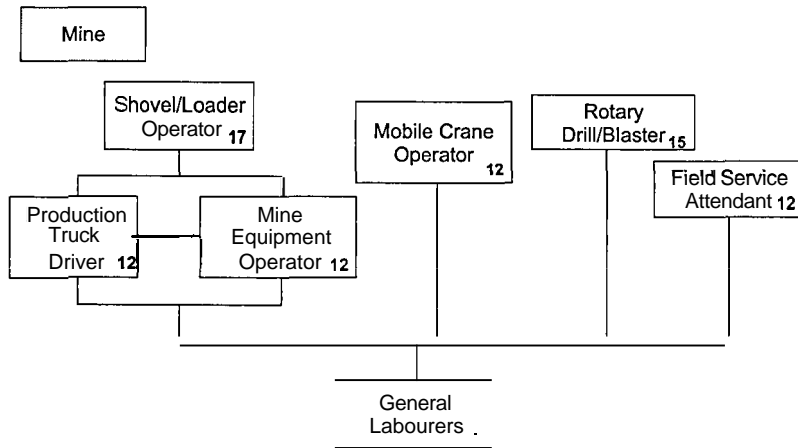

Pat Ryan
Area Manager Maintenance

APPENDIX A
C.W.S Manual

LIST OF LEARNER JOBS

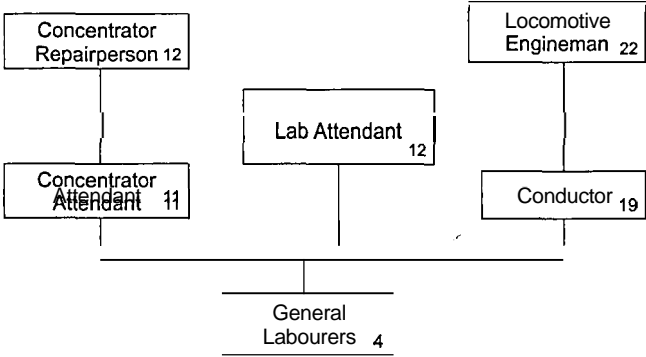
JOBS REQUIRING LEARNER RATES

STANDARD CODE	STANDARD TITLE	JOB CLASS	NO. OF LEARNER PERIODS	520 HOURS FIRST PERIOD JOB CLASS
410	Conductor	19	1	17
312	Mobile Equipment Operator	12	1	10
299	Production Truck Driver	12	1	10
147	Mobile Crane Operator	12	1	10
279	Rotary Drill Opr/Blaster	15	1	13
275	Shovel Operator	17	1	15
224	Field Services Attendant	12	1	10



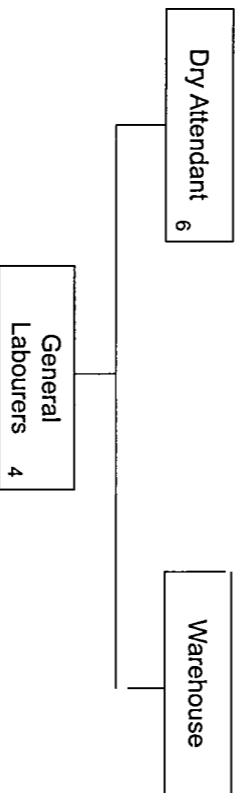
• Does not include learner periods

Concentrator



• Does not include learner periods

Services



- Does not include learner periods

APPENDIX E

Insurance Benefits

APPENDIX F

Guidelines for applying 8:19 and 8:34

These examples are to be used as guidelines when applying 8:19 and 8:34

1. Situation: Employee (A) is absent from regular shift- all equipment in department is running..

Actions in descending order:

- A. Do nothing
- B. Promote (8:19 A)
- C. Call out another employee in the job classification (A) (8:19 B)
- D. Temporarily re-assign any qualified employee (8:34)

2. Situation: Employee (A) is absent from regular shift - work not available to employee (B) in another job classification(B) due to equipment failure.

Action:

- A. Temporarily re-assign employee (B) to replace employee (A) if qualified for remainder of shift (8:34)

3. Situation: All employees report to work - Employees not able to perform work due to equipment failure.

Action:

- A. Temporarily re-assign employees to other work which employee is qualified to perform for remainder of shift (8:34)

4. Situation: All employees report to work - all equipment is running -there is a requirement for extra work in a job classification (A).

Action:

- A. Call out an employee of job classification **(A)** to perform work (8:19 B)
5. Situation: Laborer is absent from regular shift - all equipment running.

Action in descending order:

- A. Do nothing
 - B. Re-assign another laborer
 - C. Call out another laborer (8:19 B)
 - D. Temporarily re-assign another qualified employee (8:34)
 - E. Call out employee in another classification who is qualified (8:19B)
6. Situation: Emergency (production halted)

Action:

Temporarily re-assign employees qualified to perform the work (8:34) or call employees on overtime.

7. Situation: Overtime required in job classification **(A)** and all employees of job classification **(A)** refuse overtime

Action:

Temporarily re-assign any qualified employee for remainder of shift or call out a qualified employee of another job classification or assign employee with least company continuous service (12:14)

8. Situation: Laborer upgraded on shift (8:19 A) in job classification **A**. Employee **(A)** not able to perform work in job classification **(A)** due to equipment failure.

Action:

Have employee (A) perform work in job classification (A) and re-assign laborer (8:34).

APPENDIX G - COLA

Job Class	March 1, 2009 8:00 am (1)	March 1, 2010 8:00 am (2)	March 1, 2011 8:00 am (3)	March 1, 2012 8:00 am (4)	March 1, 2013 8:00 am (5)
1	24.43	25.41	25.86	26.31	26.76
2	24.71	25.72	26.20	26.66	27.12
3	24.99	26.03	26.54	27.01	27.48
4	25.27	26.34	26.88	27.36	27.84
5	25.55	26.65	27.22	27.71	28.20
6	25.83	26.96	27.56	28.06	28.56
7	26.11	27.27	27.90	28.41	28.92
8	26.39	27.58	28.24	28.76	29.28
9	26.67	27.89	28.58	29.11	29.64
10	26.95	28.20	28.92	29.46	30.00
11	27.23	28.51	29.26	29.81	30.36
12	27.51	28.82	29.60	30.16	30.72
13	27.79	29.13	29.94	30.51	31.08
14	28.07	29.44	30.28	30.86	31.44
15	28.35	29.75	30.62	31.21	31.80
16	28.63	30.06	30.96	31.56	32.16
17	28.91	30.37	31.30	31.91	32.52
18	29.19	30.68	31.64	32.26	32.88
19	29.47	30.99	31.98	32.61	33.24
20	29.75	31.30	32.32	32.96	33.60
21	30.03	31.61	32.66	33.31	33.96
22	30.31	31.92	33.00	33.66	34.32
23	30.59	32.23	33.34	34.01	34.68
24	30.87	32.54	33.68	34.36	35.04

Note:

- (1) Rates include \$0.40 base wage increase.
- (2) Rates include \$0.50 base wage increase plus \$0.48 fold in from the COLA. In addition 1/3 actual COLA float to be added at March 1, 2010
- (3) Rates include \$0.45 base wage increase. In addition 1/3 actual COLA float to be added at March 1, 2011
- (4) Rates include \$0.45 base wage increase. In addition 1/3 actual COLA float to be added at March 1, 2012
- (5) Rates include \$0.45 base wage increase. In addition 1/3 actual COLA float to be added at March 1, 2013

Job Class	Occupation Title and Level
	General Labourer Student Labourer
	Automotive Mechanic Helper Craftsperson Helper Dry Attendant
0	Field Services Attendant - Learner I Mobile Crane Operator - Learner I Mobile Equipment Operator - Learner I Production Truck Driver - Learner I
1	Concentrator Attendant Warehouseperson
12	Automotive Mechanic – Apprentice 2 Automotive Mechanic – Apprentice 3 Automotive Mechanic – Apprentice 4 Electrician (Industrial) – Apprentice 1 Electrician (Industrial) – Apprentice 2 Electrician (Industrial) – Apprentice 3 Electrician (Industrial) – Apprentice 4 Maintenance Mechanic – Apprentice 1 Maintenance Mechanic – Apprentice 2 Maintenance Mechanic – Apprentice 3 Lab Attendant Concentrator Repairer Field Services Attendant Mobile Crane Operator Mobile Equipment Operator Production Truck Driver
13	Maintenance Mechanic – Apprentice 4 Rotary Drill Operator/Blaster – Learner I
14	Automotive Mechanic – Apprentice 5 Electrician (Field) – Apprentice 5
15	Maintenance Mechanic – Apprentice 5 Shovel Operator – Learner I Rotary Drill Operator/Blaster
16	Automotive Mechanic – Apprentice 6 Boiler Attendant Electrician (Field) – Apprentice 6
17	Maintenance Mechanic – Apprentice 7 Conductor – Learner I Shovel Operator
18	Automotive Mechanic – Apprentice 8 Electrician (Field) – Apprentice 8
19	Maintenance Mechanic – Apprentice 9 Conductor
20	Automotive Mechanic – Apprentice 10 Boiler Operator Electrician (Field) – Apprentice 10
21	Maintenance Mechanic – Standard Welder Fitter – Standard
22	Locomotive Engineman Automotive Mechanic – Standard Craftsperson – Standard Machinist – Standard
23	Electrician – Standard Instrumentation Repairman – Standard

APPENDIX I - OPERATIONS PERFORMANCE INCENTIVE PLAN

2010 WABUSH MINES BARGAINING UNIT EMPLOYEE OPERATIONS PERFORMANCE INCENTIVE PLAN

The purpose of the Operations Performance Incentive Plan (OPIP or Plan) is to encourage continuous improvements in certain areas including: energy utilization, labor productivity and other controllable production elements by providing incentive compensation to **USWA** represented employees for improvements in these areas. Financial benefits gained will be shared between the employees and the Company.

General

- ◆ Plan Participants - All hourly and salaried bargaining unit employees of WABUSH Mines, are covered by this Plan.
- ◆ Employees who terminate prior to distribution of the awards shall not be eligible to receive an award for the period.
- ◆ Periods containing shutdowns, idle productive capacity, or significant unplanned downtime may not qualify for incentive compensation and actual awards made for a calculation period may be prorated based on actual time worked.
- ◆ Students and temporary employees are not eligible.
- ◆ The OPIP is administered by the Financial Control and Human Resources functions.

- ◆ The Plan may be suspended or modified at the discretion of the Company.

PLAN PHILOSOPHY

- ◆ Cost control, cost reduction and increased productivity are vital to the long-term survival of the mine.
- ◆ The Plan is designed to reward employees for meeting or bettering the mine's current year objectives for operating specific metrics.
- ◆ The Plan is adaptable to the mine's evolving objectives and designed to be "self-funding" through achievement of performance targets.

METHOD OF BONUS CALCULATION AND PAYMENT

- ◆ The Bonus payment shall be determined by multiplying the appropriate hourly bonus amounts for the Plan Quarter or Plan Year by the number of Hours for each employee during the Plan Quarter or Plan Year.
- ◆ The failure to meet the targets in one Plan Quarter shall not affect the calculation during the remaining (or preceding) Plan Quarters in the Plan Year.
- ◆ The Bonus amount for each employee will be paid on a calendar quarter and annual basis within 14 days of Cliffs Natural

Resources Inc's public release of its financial statement each quarter.

- ◆ Any payments made pursuant to this Plan shall not be included in the employee's earnings for purposes of determining any other pay, benefit or allowance.

COMMUNICATION TO EMPLOYEES

- ◆ Quarterly and annual KPI with Plan Bonus per Plan Hour, shall be reported to employees periodically.

ADJUSTMENTS

- ◆ The Actual Operating Cost and Actual Productivity may be adjusted for the following factors when such changes materially affect Budgeted Operating Costs or Budgeted Productivity for a period:
 - Changes in stripping ratio (adjusted to actual)
 - Changes in timing of major furnace repair
 - Other implemented events as deemed appropriate by the Executive Vice President of Operations or Chief Executive Officer
- ◆ Generally, the Budgeted Operating Cost, Actual Operating Cost, Budgeted Productivity and Actual Productivity shall not be adjusted further for purposes of bonus measurement during the Plan Year or for any Plan Quarter calculation period. Changes in such factors as market

conditions and purchase prices or unexpected operating problems or financial penalties reflect the reality of the business environment and must be overcome by improved performance in order to beat the competition who face similar situations. Likewise, the mine may benefit from unusual favorable events. Following are examples of the limited unplanned (unbudgeted) events that may be considered by the senior operations officer and the CEO for possible adjustment of the bonus performance measurements if such individual adjustment has a material impact on costs or productivity for the period.

- o Production volume changes (if greater than 100,000 tons) during the year due to a change in owners' actual requirements. A mine short fall against scheduled production would not be eligible for adjustment.
- o Major capital expenditure change, e.g., significant cost improvement projects included in the budget that are delayed or cancelled due to unusual factors outside the mine's control.
- o Unusual penalties or refunds from governmental agencies.
- o Change in accounting principle.
- o Act of nature (e.g., fire, flood, etc.) excluding "abnormal" weather.
- o New labor contract or bonus payments.

- o Imprudent current cost reduction action at the expense of long-term results, or prudent current cost incurred to benefit future years.
 - o Other substantial factors, e.g., inventory adjustment, in-process inventory change, asset write down, or "windfall" cost credit.
-
- ◆ If the mine requests an adjustment that would benefit the mine's bonus payout, the mine is expected to be equally objective in identifying any adjustments that would adversely impact the bonus payout.
 - ◆ Any adjustments shall be made on a timely basis rather than waiting until Plan Year end. Any adjustments made during the Plan Year will not be applied to the payments made for previous Plan Quarter(s) but may be applied to the current Plan Quarter or future Plan Quarter payments in the Plan Year(s).

ACCESS TO INFORMATION

- ◆ The local union presidents, staff representative and/or designated representatives of the International Union shall have access to relevant information used in the annual mine cost budgeting process. Persons having access to information under this Plan may be required to sign a confidentiality agreement satisfactory to the Company.

ADMINISTRATION

- ◆ This Plan will be administered by the Company in accordance with its terms and the costs of administration shall be the responsibility of the Company.

- ◆ Any differences arising between the parties regarding the application of this Plan shall first be submitted to the Local Union President and Company Director of Human Resources for resolution. If it is not resolved at that level, the matter will be referred to the Union staff representative and Company Vice president General Manager for resolution. Failing to reach agreement, either party may appeal the matter through the grievance procedure to arbitration. The arbitrator shall adhere to the standard of avoiding windfall gains or penalties to either the employees or the Company.

		Wabush		
Quarterly Metric	% of Target	Threshold	Target	Stretch
			Target	Stretch
Energy				
PN Electricity usage / ton of pellets	5%	budget + 3%	budget	budget - 3%
MMBTU of Bunker C / ton of pellets	5%	budget + 3%	budget	budget - 3%
Other Controllables				
Operating Cost Reductions - Arnaud	10%	Budget + 3.5%	budget	Budget - 8.7%
Pellet Production	10%	budget - 3%	budget	budget + 8.1%
Operating & Main, Materials, Supplies & Contracts (Total \$)	10%	budget + 4%	budget	budget - 4%
Labor				
Pellet tons / total man hour (all hourly and salaried personnel)	30%	budget - 5%	budget	budget + 4%
Quarterly Total	70%			
Annual Metric				
	% of Target	Threshold	Target	Stretch
			Target	Stretch
Energy				
All Energy				
Other Controllables				
Operating Cost Reductions - Arnaud	4%	budget + 3%	budget	budget - 3%
Pellet Production (millions)	4%	Budget + 3.5%	budget	Budget - 8.7%
Operating & Main, Materials, Supplies & Contracts (Total \$)	5%	budget - 3%	budget	budget + 8.1%
Production				
Pellet tons / total man hour (all hourly and salaried personnel)	3%	budget + 4%	budget	budget - 4%
Annual Total	14%	budget - 5%	budget	budget + 4%
MONTHLY + ANNUAL TOTAL				
			30%	
			100%	

Quarterly Calculation Example

Quarterly Unit Performance

Energy	
PN Electricity usage / ton of pellets (5%)	5.00%
MMBTU of Bunker C / ton of pellets (5%)	5.00%
Other Controllable	
Amaud Railway Operating Cost Reduction (CAD\$) (10%)	10.00%
Pellet Production (10%)	10.00%
Operating & Main. Materials, Supplies & Contracts (Total \$s) (10%)	10.00%
Labor	
Pellet tons / total man hour (all hourly and salaried personnel) (30%)	30.00%
Total Quarterly Unit Performance (Target = 70%)	70.00%

Quarterly OPIP Award Percentage		70.00%
----------------------------------------	--	---------------

	Quarter	Annualized
Maximum Quarterly Payout Based on 519 Hours Worked	\$ 778.50	\$ 3,114.00
Quarterly Payout on Based Achieving Objective and an 519 Hours Worked	I 18512	I 340.48

Annual Calculation Example

Annual Unit Performance

Energy	
All Energy (4%)	4.00%
Other Controllables	
Amaud Railway Operating Cost Reduction (CADI) (4%)	4.00%
Pellet Production (5%)	5.00%
Operating & Main. Materials, Supplier & Contracts (Total \$s) (3%)	3.00%
Production	
Pellet tons / total man hour (all hourly and salaried personnel) (14%)	14.00%
Total Annual Unit Performance (Target = 30%)	30.00%

Actual Annual OPIP Award		30.00%
---------------------------------	--	---------------

	Payment
Maximum Annual Payout Based on 2076 Hours Worked	\$2,076 W
Annual Payout Based on Achieving Objective and on 2076 Hours Worked	\$228.36

APPENDIX J - GRIEVANCE PROCEDURE CHART

GRIEVANCE PROCEDURE

Steps	Time Limits to Submit	Time Limits To hear	Time Limits to Answer	Time Limit for Union to Appeal	Company Rep	Maximum Union Rep. (paid regular hours or 1 hour on own time)
Discussion with Supervisor/Record of Complaint	7 days		10 days	7 days	Coordinator HR Representative	Shop Steward Grievor
- -		7 days	7 days	7 days	Section Manager Coordinator HR Representative	2 Grievance Committee members Grievor
Step 2 – Individual or Group' or Policy		10 days	7 days	21 days	Department Area Manager Coordinator HR Area Manager	3 Grievance Committee members Grievor

ARBITRATION PROCEDURE

Steps	Time Limit for Union to Appeal After Step 2 Answer	Time Limits To Agree on Arbitrator	Time Limit to hear Arbitration	Further Hearings	Time for Arbitrator to Answer	Representatives
Arbitration	21 Days	10 days (if no agreement an Arbitrator will be appointed from Rotational List)	30 Days following notice to the Arbitrator	30 days of the last meeting	30 days following last day of Arbitration	Rotational List of Arbitrators and representatives from Company and union

APPENDIX K - PRODUCTIVITY IMPROVEMENT COMMITMENT

PRODUCTIVITY IMPROVEMENT COMMITMENT

The parties are aware that intense domestic and international competition in the iron ore business including competition from electric furnace mini-mills demands aggressive steps to allow the company to remain a viable supplier to the domestic and international steel industry. The Company can only attract capital from its owners for necessary improvements so long as there are productivity improvements and other cost reductions resulting from those investments to justify the investment. Investment alone, however, will not ensure competitive, high quality products. The parties agree that even though Company employees have made contributions to improve productivity, much more must be accomplished. The way that work has traditionally been performed must change in order to ensure the future viability of the Company and enable it to provide its employees the quality of life they deserve. Employees must be less restricted and more efficient in the performance of their jobs. Employees will be required to function as they have not been required in the past. During the life of this collective agreement, the parties agree to develop means by which to maximize the effective use of the work force and equipment through implementing new and innovative approaches and the way work is performed. The CWS system will be utilized when required and the provisions of this document will not detract in any way from the rights and obligations of the parties under the CWS system.

Productivity Improvement Committee

The parties will, from time to time at the request of either the Company or the Union, establish Productivity Improvement Committees. Each committee shall be made up of an equal number of hourly and salaried employees, not to exceed three of

each. Committee members shall be experienced in the area to be examined. Bargaining unit employees on the committee shall be selected by the Union. The specific purpose of each committee shall be agreed upon in advance by the Resident Manager and Local Union President. The general purpose of such committees shall be to examine operating and maintenance standards and practices to seek improvements that meet the guidelines of the Productivity Improvement Commitment of this Agreement. Such committees will meet promptly and regularly when established and will receive required technical assistance from appropriate Company and Union resources. Such committees shall have the duty and responsibility to work in good faith, consistent with this Agreement.

The committees shall develop specific findings and recommendations which shall be delivered jointly to the Resident Manager and the Local Union President. In the event the committees cannot reach consensus on all findings and recommendations they shall report such findings and recommendations as they may deem appropriate separate and apart from those upon which they do agree. The committees shall be dissolved after they report out unless they are extended by mutual agreement.

Upon receipt of the findings of the committees, the Resident Manager and Local Union President may:

1. Approve the agreed upon findings and recommendations of the committee which shall then be implemented.
2. Modify the findings and recommendations of the committees as they may mutually agree and implement them; or (3) disagree, in whole or in part, with the findings or recommendations submitted by the

committees. The application of this Agreement will not preclude either party from pursuing their existing rights and obligations under the collective agreement.

SUGGESTED AREAS FOR PRODUCTIVITY AND JOB EFFICIENCY IMPROVEMENTS ARE LISTED BELOW.

MINE EQUIPMENT OPERATORS, SHOVEL OPERATORS, DRILLER/BLASTER, PRODUCTION TRUCK OPERATORS. MOBILE CRANE OPERATORS AND FIELD SERVICE ATTENDANT

After proper training will perform minor maintenance and assembly activities in addition to those normally performed in their classification, such as:

- ◆ Use cutting torch (F.S.A.)
- ◆ Assist in changing shovel trip cables
- ◆ Assist in change out of hoist and suspension cables
- ◆ Assist in changing cutting edge on dozers, graders, and loaders
- ◆ Replace light bulbs on pit equipment
- ◆ Assist in changing shovel and loader bucket teeth and dozer ripper teeth.
- ◆ Perform preventive maintenance inspections.
- ◆ Replace fuses on 12 volt systems
- ◆ Provide assistance to maintenance personnel as required in the repair of their own equipment.
- ◆ Utilize computers and other technology as tools of the job as required (For example, data entry and retrieval; job-related problem solving)

CONCENTRATOR ATTENDANT & CONCENTRATOR REPAIRPERSON

After proper training will perform minor maintenance and assembly activities in addition to those normally performed in their classification, such as:

- ◆ Use cutting torch (Concentrator Repairperson)
- ◆ Install or assemble prefabricated pieces in the course of performing normal Concentrator Repairperson duties (Concentrator Repairperson)
- ◆ Adjust pump packing
- ◆ Adjust scrapers
- ◆ Adjust or replace skirting (Concentrator Repairperson)
- ◆ Remove/Install spray nozzles
- ◆ Assist in performing mill lining and chute wear liners repairs (Concentrator Repairperson)
- ◆ Assist in removing, installing and replacing spray bars, piping, hoses and valves (up to 2")
- ◆ Check reducer levels.
- ◆ Perform minor mechanical repairs such as changing V-belts, sheaves, guards, small motors (Concentrator Repairperson)
- ◆ Take samples and deliver to the Lab if required (Concentrator Attendant)
- ◆ Perform preventive maintenance inspections
- ◆ Replace light bulbs or indicator bulbs.
- ◆ Change and clean water strainers and filters.
- ◆ Change tuyeres in dryers under running operational conditions
- ◆ Inspect and assist Concentrator

Repairperson in changing all screen media and screen equipment wear parts

- ◆ Remove and replace victaulic piping components (8" or less)
- ◆ Provide assistance to maintenance personnel as required in repair of equipment
- ◆ Utilize computers and other technology as tools of the job as required.
- ◆ Remove fall arrest beams (Concentrator Repairmen only)

WELDERS:

After proper training, will perform the following functions in addition to those normally performed by their trade:

- ◆ Replace ends on welding leads.
- ◆ Remove chute liners and guards to facilitate assigned work.
- ◆ Perform equipment steam cleaning required to facilitate a Job.
- ◆ Paint and/or touch up minor welding repairs
- ◆ Slings and Rigging as required
- ◆ Erect, dismantle and inspect scaffolding.
- ◆ Utilize computers and other technology as tools of the job as required.
- ◆ Assist Maintenance Mechanics when working together on a specific assignment in performing welding duties

MAINTENANCE MECHANICS

After proper training, will perform the following functions in addition to those normally performed by their trade:

- ◆ Perform minor welding and cutting.
- ◆ Drill holes in walls and ceilings to install pipe, anchors and fasteners, grouting equipment bases and use jack hammer to

repair concrete bases.

- ◆ Mechanically remove and replace chute sensing devices to perform assigned maintenance. (example: remove, install and repair air lines when required to complete mechanical task)
- ◆ Replace shovel and production loader teeth.
- ◆ Perform equipment steam cleaning required to facilitate job. Remove scaffolds when dismantling is not required, strap components to pallets for shipping using metal strapping machine, paint small components, ex. elbows after minor repairs are made, remove covers on wooden crates to access parts, reinstall covers on wooden crates.
- ◆ Replace ends on welding leads
- ◆ Remove and replace resistance temperature devices
- ◆ Erect, dismantle and inspect scaffolding.
- ◆ Utilize computers and other technology as tools of the job as required
- ◆ " Repair/replace scale idlers and perform scale alignment
- ◆ " Install and remove fall arrest beams in dryers

ELECTRICIAN

After proper training, will perform the following functions in addition to those normally performed by their trade:

- ◆ Use torch to heat bearings, for installation and removal.
- ◆ **Connect/disconnect** and replace thermocouples.

- ◆ Perform work on the 24 volt systems on productiontrucks. (See ExhibitBfor detail.)
- ◆ Perform equipment steam cleaning requiredto facilitatejob.
- ◆ Replace (bolt and unbolt) small motors, exciters, blowers, etc. in conjunction with electrical assignments where heavy lifting and riggingis not required
- ◆ Utilize computers and other technology as tools ofthejob as required
- ◆ Remove and replace guards to facilitate work
- ◆ Removelocksfromcrusher accurays
- ◆ **All** instrumentationwork now performed by electricianswill continue

AUTOMOTIVE MECHANICS:

After proper training, will perform the following functions in addition to those normally performed by theirtrade:

- ◆ Perform heating and burning with oxy-acetylene and/or propane in conjunction with jobs normally assigned to them.
- ◆ Perform electric arc welding. (See exhibit C for detail.)
- ◆ Perform equipment steam cleaning requiredto facilitatejob.
- ◆ Perform minor equipment repairs. (See ExhibitDfor detail.)
- ◆ Repair all componentson hydrauliccrawler backhoes& mobilecranes.
- ◆ Utilize computers and other technology as tools ofthejob as required.
- ◆ Erect, dismantland inspectscaffolding.

BOILER OPERATORS AND BOILER ATTENDANTS:

After proper training, will perform the following functions in addition to those normally performed by their trade:

- ◆ Replace drinking water filters.
- ◆ Replace chlorine (Javel) in the sewage plant.
- ◆ Replace nitrogen cylinders around the plant for heating system.
- ◆ Assist shift supervisor in all aspects of the sprinkler system and fire alarm systems when required.
- ◆ Assist shift supervisor in recording information for confined space permits.

EXHIBIT A

All employees who operate light vehicles will perform minor repairs on service and small fleet vehicles as follows:

1. Change out Fuses
2. Add oil, coolants, etc.
3. Performs operational checks

EXHIBIT B

Electricians Working on the 24 Volt System:

Electricians will be able to work on the 24 volt system on the production trucks without having them assigned to the 24 volt system along with an Automotive Mechanic. Current practice is that an Electrician will only work on the 24 volt system with an Automotive Mechanic to assist in locating a problem.

Examples of work to be done:

1. 24 volt system portion of the production truck PM.
2. Troubleshoot reported problems associated with the 24 volt system.
3. Complete all repairs on 24 volt system after the problem has been located, including:

Repairs to wiring on the dash warning system lights, any and all control wiring, wiring to and from truck microprocessors, wiring to and from sensors in the DDEC engine monitoring system, wiring and change out of the electronic control modules in DDEC, change out of any dash lights, light bulbs, switches (pressure, flow, etc.), repair wiring to clearance, head, tail brake and back-up lights.

This would not preclude Automotive Mechanics from also being assigned to work on the 24 volt system either with or without an Electrician being present. Assignments to Automotive Mechanics could include any and all work that they presently perform on the 24 volt system.

EXHIBIT C

Employees in the Automotive Mechanic classification will perform electric arc welding. Examples of the type of welding that Automotive Mechanics will perform are listed below. Also listed are examples of the type of welding that Automotive Mechanics will not perform. The lists themselves are not all inclusive, but are intended to be representative of the intent of this agreement. Items 1-19 below can be performed by both Automotive Mechanics and Welders.

After proper training, Automotive Mechanics will perform heating and burning with oxy-acetylene and/or propane, in conjunction with jobs and equipment normally assigned to them.

Welding Examples:

1. Cutting edge bolts and nuts - dozers, crawlers, graders.
2. Bucket tooth and adapter wedges and C-clamps.
3. All forms of bucket and blade pins and keepers.
4. Other pin keepers except as related to steering and brakes.
5. Bucket wear shoes **and** keepers.
6. Hydraulic cylinder pin keepers.
7. Tractor side frame rockguards.
8. Tractor side frame wear strips.
9. Hydraulic hose guards (half-rounds and angle irons).
10. Hydraulic hose brackets.
11. Electrical wiring support brackets and conduit brackets.
12. Light brackets.
13. Mirror brackets.
14. Box limit switch brackets.
15. Small hinge and door repair (not box hinges).
16. Equipment cab repairs (not straightening or rebuilding).
17. Exhaust system repairs (not gas welding).
18. Welding related to removing broken bolts and studs (not pad eyes or pulling fixtures).
19. Removing seized bearings and races.

Welding Exclusions for Automotive Mechanics.

1. Blade liners (weld-on).
2. Truck box liners - huck and weld.
3. Equipment frame repairs.
4. Fuel tanks/reservoirs.
5. Hydraulic cylinders and steel hydraulic lines.

6. Handrails, steps, ladders, platforms, stairs.
7. Lifting devices, stands, manipulators, fixtures, padeyes.
8. Box pad supports.
9. Box hinge repairs.
10. Welding buildup of bores.
11. Hardfacing buildup.
12. Fuel and pressure tank supports, brackets.
13. Body/frame/cab straightening (accident damage).
14. Any work relating to structural members, safety, lifting, pressure, or otherwise affecting the safety of employees.
15. Minor fabrication.

EXHIBIT D

After proper training, Automotive Mechanics will perform minor equipment repairs that would include the following:

1. CHANGE OUT Fuel Nozzles (i.e. Wiggins fuel nozzles)
2. CHANGE OUT Fluid Nozzles (Grease, Lube, Coolant, Windshield Solvent Water) in Mobile Shop
3. CHANGE OUT Air Nozzles/Fittings on Air Supply Lines in mobile shop
4. CHANGE OUT Light Bulbs in Service Center (when no electrical line truck is required)
5. CHANGE OUT Hose Reels in mobile shop
6. CHANGE OUT antifreeze fluids and lube Pumps in mobile shop
7. Tighten Lube Fittings

APPENDIX L -TECHNOLOGICAL CHANGE

TECHNOLOGICAL CHANGE

The Parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of an employee having seniority who may be displaced from his/her job as a result of such change.

The Company will notify the Union as far in advance as practicable but no later than sixty (60) days in advance of any technological change which may cause displacement of employees from their jobs. This notice shall indicate the approximate date the change will be in effect, the nature of the change, and the approximate number of employees affected. The Company will meet and inform the Union of the planned change and will, if requested, hold further meetings with the Union for the purpose of discussing general matters of mutual concern as to the interests of displaced employees. The Parties will also meet as far in advance as practicable prior to the time that the technological change is to take place to discuss methods to minimize the unfavourable effects of the technological change with respect to such displaced employees.

In order to reduce the impact of displacement from a job due to technological change, an eligible employee will be entitled to assistance in accordance with the following:

A. Definition

Technological change shall mean the automation of equipment, or the mechanization or automation of duties, introduction of new equipment, or the replacement of existing plant equipment with new equipment.

The displacement of an employee from a job description for any reason(s) not specified in the immediately preceding paragraph shall not be considered to be a displacement because of technological change.

B. Eligibility

An employee, in order to be eligible for an Earnings Supplement, must:

- (1) have 6 or more months of service, and
- (2) be permanently displaced from a job due to a technological change which directly or indirectly caused his/her displacement from that job description
- (3) have been a permanent occupant of the job from which he/she is displaced throughout the six (6) months immediately preceding the date that such displacement occurred and have worked on such job for a minimum of 520 hours, unless he/she was prevented from working during such six (6) month period by reason of justifiable absence or authorized leave of absence or authorized leave of absence in which event he/she must have worked a minimum of 520 hours on such job during the prior six (6) month period, and,
- (4) remain in the employment of the Company during the benefit period and,
- (5) accept the job with the highest rate of pay to which he/she is entitled and qualified to receive under the terms of the Collective Agreement during the benefit period and continue to accept assignment to any job with a higher rate of pay during the term of the benefit period.

C. Earnings Supplement

For each pay period during the benefit period to which an employee is entitled as provided in D below, an eligible employee will be paid the greater of:

- (1) his/her actual earnings during such pay period, or
- (2) the earnings supplement benefit for such period. The earnings supplement will be calculated by multiplying the applicable Standard Hourly Rate times the actual hours worked by such employee during the pay period. The applicant's Standard Hourly Rate will be the Standard Hourly Rate of the job from which the employee was displaced provided that he/she had been a permanent occupant of such job for the period specified in B 3 above.

D. Duration - Earnings Supplement

- (1) An eligible employee will be entitled to have his/her earnings maintained in accordance with C. above for a period of 39 pay periods.
- (2) The period of time during which an employee will be eligible to receive an Earnings Supplement will commence at the beginning of the pay period in which the employee became eligible and shall continue for each subsequent consecutive pay period thereafter as provided in D 1 above.

- (3) Any pay period, during the whole of which an employee is absent from work solely due to sickness or injury and so certified to the Company, and is not entitled to any payment from the Company, during such pay period, shall not be counted and the benefit period shall continue for the remainder of its unexpired term commencing with the pay period in which the employee returns to work or would have returned to work following such sickness or injury, provided further that such employee remains in the employment of the Company.
- (4) Any pay period during which, either in whole or in part, an employee is absent from work for any reason other than sickness or injury, shall be considered as part of the consecutive period of time.

E. Training

If an eligible employee requires training or retraining, the Company will, subject to operating requirements and the first availability of training opportunities, offer such training or retraining on a job in his/her department which would potentially provide as closely as possible the job classification level which he/she held before his/her displacement.

F. General

Any dispute which may arise regarding the application of this Letter of Agreement to eligible employees may be discussed with the Company by representatives of the Union, at the request of either Party.

In the event of a disagreement concerning the interpretation or application of this agreement, a grievance may be presented at Step 2 of the Grievance Procedure provided for in the Collective Agreement. If the disagreement is not resolved, the grievance may be submitted for arbitration.

For employees affected by technological change in the jobs of Concentrator Attendant and Lab Attendant, their date of eligibility purposes will be their date in Final Product Attendant, Mill Tailings Attendant, Analyst or Sampler Tester and not their new job service date for Concentrator Attendant and Lab Attendant.

APPENDIX M
AUTHORIZATION FOR UNION DUES



AUTHORIZATION FOR PAYROLL DEDUCTION

DATE — _____

I hereby authorize and direct one of the following companies - **WABUSH MINES, WABUSH LAKE RAILWAY COMPANY, LIMITED**, to deduct each pay period from my earnings an amount equal to the Union dues authorized by the Constitution of the United Steelworkers and to remit the amount so deducted to the person designated by the Union in writing to the Company.

Witness _____

Employee's Signature _____

Payroll No. _____

APPENDIX N -AUTHORIZATION FOR INFORMATION RELEASE

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

To :Wabush Mines, Human Resources Department

I _____, give my consent to Wabush Mines to release my personal information to the United Steelworkers (Local 6285) regarding the following:

Employee Name (Print):

Badge Number: _____

By signing below I acknowledge that I have read and understand this document and authorize the release by my employer Wabush Mines of my personal information to the above person or organization. I also understand that this authorization will remain on file and serve as an ongoing authorization while I am an employee or retiree of Wabush Mines. I also understand that I may at any time change this authorization by completing a new form, terminating any other forms on file. I also understand that I may choose to withdraw my authorization at any time by a signed letter delivered to Wabush Mines Human Resources Department.

Employee Signature:

Date: _____

(Original signed form to Human Resources, copies to person/organization)

APPENDIX O -SHIFT TRANSFER FORM

WABUSH MINES
APPLICATION FOR TRANSFER

Date: _____

Surname: _____

Given Name: _____

Present Classification: _____

Badge No.: _____

Present Department: _____

Co. Seniority: _____

Choice	Department:	Shin: (Circle)	Rotation: (Circle)
1st	_____	Days (E) 12 Hr Rotating 12 Hr Dayshift	A B C D E F G
2nd	_____	Days (E) 12 Hr Rotating 12 Hr Dayshift	A B C D E F G
3rd	_____	Days (E) 12 Hr Rotating 12 Hr Dayshift	A B C D E F G
<p>G 12 Hr Days</p>			

Employee Signature: _____

Permanent

Temporary

Please Note: Crew/Shift Preference is for Permanent Vacancy only.

APPENDIX P - RECORD OF COMPLAINT FORM



Section 1

Please print, ensure the information is legible

Employee Name: _____ Date of Incident: _____
 Employee Badge #: _____ Time of Incident: _____
 Employee Classification: _____ Shift of Incident occurred on: _____
 Department: _____ Submission Time: _____
 Received by: _____ Submission Date: _____
 Coordinator's Signature: _____ Employee's Signature: _____
 Coordinator responsible for follow up: _____
 Date Received by HR: _____

Section 2

Describe in detail the nature of the complaint (WHO, WHAT, WHERE, WHEN, WHY, please use back of form if additional space is required)

Section 3

Reviewed Coordinator's write up?

Section Manager's signature: _____ Date Reviewed: _____
 Area Manager's signature: _____ Date Reviewed: _____
 HR Signature: _____ Date Reviewed: _____

Section 4

Verbal response received from Coordinator: _____ Issue resolved? Yes No
(must be within 7 days from the date the ROC was received)

Coordinator's Signature: _____ Employee's Signature: _____

Section 5

Distribution: 2 - Copies Grievor/Grievance Committee/one on Grievor, must submit copy to Union

1 - Copy Department - including investigation report

1 - Copy Human Resources - including investigation report

Revised Date: 10/06/07

A copy of this form must be attached to the Grievance Form

WABUSH MINES

SAFETY CLOTHING VOUCHER

20XX

DATE

NAME
ADDRESS

VOUCHER NUMBER:

EXPIRATION DATE

SUPPLIERS

WALMART
500 Vanier
Labrador City

HERCULES SLR
50 Avalon Drive
Labrador City

LPS Distributing
114B Airport Road
Labrador City

This voucher in the amount of **** \$XXX XX **** must be used to purchase work clothes and safety boots. For example

- REGULAR COVERALLS (LINED OR UNLINED)
- SAFETY BOOTS (LINED OR UNLINED)
- SOCKS
- SHIRTS AND PANTS
- THERMO WORK VEST
- FACE MASK FOR EMPLOYEES WHO WORK OUTSIDE
- HOODED PAPER COVERALLS
- WINTER WORK PARKA
- SKI-DOO SUITS
- BOOT LACES and WORK SOCKS

All Invoices will be forwarded to WABUSH MINES for payment

Authorized by: _____

The Company has stated that the jobs listed below will be performed by its employees on site providing availability of manpower and operating requirements permit.

1. Fabrication of lugs for Mill Liners.
2. Normal field repairs and relining of launders under spirals.
3. Floor Drain Baskets- If not catalogue item to be fabricated on site.
4. Normal repairs and modifications to Junction Boxes and Cable Boats will be done on the property.
5. Fabricate, as required, replacement ladders for Shovels, Trucks, Tractors and Drills, except P & H Shovel.
6. Rebuild of spare autogenous mill trommel.
7. Fabrication and repair of table test collection pans for the Laboratory. Sheet metal collection pans will be fabricated in house; plastic will be purchased.
8. Dump station cleanup on Tailings Line will be done by Wabush Mines spare backhoe when both units are available.
9. The build-up and remachining of slurry pump shafts will continue.
10. The normal repair of the 295-B Shovel side frames will continue, depending on economic feasibility.
11. The normal repair work on drill side frames will continue, depending on economic feasibility.
12. The painting of tractors, shovels, haulage trucks, drills and components after repair by Wabush Personnel will be performed on site.
13. Minor repair to tractor side frames will continue but replacement will be done on a unit exchange basis.
14. Fabricate and repair dynamic brake covers for Locomotives. Sheet metal brake covers will be fabricated in-house. Fibreglass will be purchased.

15. Sharpening of Mill Cutters.
16. Repair of High Tension Rotors.
17. Repair of No. 5 Chute Seal Frame in Loadout.
18. Continue present practice of making minor repairs to Mesabi Radiators.
19. Interior painting of dries and offices.
20. Continue present practice of repairing Gear Train Pillow Block Bearings for Autogenous Mills. New bearing pillow blocks will be purchased.
21. Building of conventional storm porches for man doors will be done in-house if not available as an on off-the-shelf item.
22. Installation of poles and transmission lines for minor changes to the pit power grid will continue. Major expansion of this grid will be contracted out.
23. Cleanup of concentrate from roofs before contractors come on site for roof repairs.
24. Shims for Terex Box Pads
25. Electric motors, 5hp & lower is scrapped; 100hp and above is sent out for repairs. Minor repairs will be done by Scully Personnel. Major repairs such as rewinding, reinsulating, etc., will be done by contract.
26. Repair of tripper car shafts.
27. Modifications to drum filters, if economically feasible.
28. Making of tripods. Plastic tripods will be purchased; wooden tripods will be made in-house.
29. In no case will the company contract out repairs to truck boxes, shovel and loader buckets.

APPENDIX S - JOHSC EARLY AND SAFE RETURN TO WORK POLICY

WABUSH MINES Cliffs Mining Company, Managing Agent.	Element #10	Original Issue Date: January 1, 2006
Early and Safe Return to Work		Revision Date: August 18, 2006

POLICY

Wabush Mines is committed returning an injured worker to safe and suitable employment in accordance with all legislative requirements and recognizes the importance of working with key stakeholders to accomplish this goal.

An authorized company representative will contact an injured worker as soon as possible after the injury to jointly develop an appropriate return to work plan. The plan will focus on the individual needs of each worker and will incorporate all relevant information. Workplace Health Safety and Compensation Commission's Policy RE-18 Hierarchy of Return to Work and Accommodation and Section 89 of the Workplace Health Safety and Compensation Act will be used as the foundation of return to work options. If an employee is unable to return to their pre-injury position as a result of a work related injury, than the company will consider alternate options in accordance with section 89.1 of the Workplace Health Safety and Compensation Act as well as Human Rights legislation.

Workers will be treated fairly and consistently and are expected to participate and cooperate in the ESRW program. All managers are expected to understand and value the importance of returning an injured worker to work and must provide assistance where appropriate. Any personal information received or collected that can lead to the identification of an injured worker will be held in the strictest confidence. Information of a personal nature will be released only if required by law or with the approval of the worker who will specify the nature of the information to be released and to whom it can be released. This statement has been developed jointly by Union and Management consultation. Any issues arising from the goals in this statement will be monitored and evaluated through this joint consultation mechanism.

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This Return to Work policy statement will be reviewed at least annually and may be updated or changed as required.

Bob Behrendt
Resident Manager

Jim Skinner
President USW 6285

September 26, 2006

WABUSH MINES Cliffs Mining Company, Managing Agent.	Element #10	Original Issue Date: January 1, 2006
Early and Safe Return to Work		Revision Date: August 18, 2006

PURPOSE & OBJECTIVES

This procedure is to clarify the hierarchy of return to work priorities, the types of programs and the accommodation requirements for the various stages of return to work.

To facilitate return to work services and programs Wabush Mines uses a hierarchical sequence, the goal of which is to safely return the worker to pre-injury employment through an early and safe return to work program. This sequence is based on the Workplace Health Safety and Compensation Commission policies related to early and safe return to work.

Wabush Mines, Management, Union, workers and health care providers, should keep this hierarchy in mind when making decisions regarding early and safe return to work so that the injured worker's functional rehabilitation is enhanced and facilitated by the return to work program. While the hierarchy is intended as a guideline for most cases, there may be situations where the priorities of a specific case may differ as the most effective method of returning the worker to the pre-injury, comparable, or suitable employment.

Modifications can be made or purchased at any of the phases within the ESRW plan. **All** phases should be reviewed regularly and regular communications should occur with the injured worker. Where appropriate, the return to work plan should have a rehabilitative component, which uses work as part of the worker's physical recovery from the injury. There may be combinations of the return to work strategies that are appropriate for a particular worker's return to work program.

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Early and Safe Return to Work		Revision Date: August 18, 2006

RESPONSIBILITIES

The Early and Safe Return to Work Coordinator: The ESRW Coordinator shall be responsible for coordinating the ESRW plan and promote partnership between the workplace parties. The ESRW Coordinator shall represent the employer and demonstrate shared commitment to the goal of returning injured workers to suitable employment in a safe and timely manner. He/She will work with the injured worker, health care providers, WHSCC, Union, Injured worker's supervisor and other key parties in this common interest.

Injured Employee: The injured worker has a responsibility to fully participated in recovery and return-to-work by attending medical appointments and following prescribed treatments, assisting in the development of the ESRW plan and actively participating through regular communication with the coordinator,

First Aid Attendant: The First aid attendant will assist the ESRW Coordinator by conducting injured employee follow up, record keeping and medical provider referrals. The FAA will be responsible for ensuring that WHSCC employer forms (ex. Form 7, 7R, ESRW Plan, etc.) are complete and sent to the commission as required.

Joint Return to Work Committee (JRWC):
 Wabush Mines will engage in joint and meaningful consultation between management, employee(s) and the union in efforts to enhance the early and safe return to work program. A committee will be

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established and act as a resource for the injured worker when dealing with complex return-to-work issues and allow for more innovative and practical solutions. The JRWC will be comprised of the ESRW Coordinator and/ or Human Resources representative, Injured Employee and Union representative as selected by their co-workers or union constitution. In the event that additional committee members are needed at least half of the individuals should represent the worker.

Any employee who is participating in an ESRW plan will be provided with the information and contact numbers of the JRWC upon submission of the plan to WHSCC.

DEFINITIONS

A series of definitions is provided to assist the return to work planning and to promote a consistent understanding of the program types to be utilized in the hierarchy of return to work. The hierarchy of return to work priorities is illustrated in the table included in each appropriate section of the policy (i.e. Parts I and II). The definitions should be read in the context of the hierarchy of return to work priorities. Other relevant policies should be consulted and considered when decisions are being made on return to work programs.

Accommodation: Accommodation is any change or adaptation to the work, hours of work, work duties or workplace, and includes the provision of equipment or assisting devices. In any specific case, accommodation can include, but is not limited to, any of the options outlined in this policy or an appropriate

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combination thereof.

Alternate Duties: Alternate duties are non pre-injury duties within the worker's functional abilities.

Alternative Work: A different job or bundle of duties (not the pre-injury job or duties) that are suitable and are provided to accommodate a worker who has temporary or permanent functional restrictions as a result of the injury.

Assisting Devices: Assisting devices include aids/attachments specifically designed for the worker and/or required by the worker to perform job-related activities.

Ease Back: A gradual return to pre-injury hours of work achieved by increasing the number of hours worked over a defined time frame agreed upon by the workplace parties utilizing the functional abilities information relating to the worker. While the pre-injury hours of work vary, the pre-injury duties are the same.

Modifications: Changes to job schedule, equipment, organization of work, and/or facilities.

Modified Work: Changing the job duties of the pre-injury position required to accommodate the worker's functional restrictions as a result of the injury. Modified work includes altering or removing some duties; however, the worker is still working primarily in his or her pre-injury position.

PROCEDURE

To achieve the maximum benefit from the return to work program, the workplace parties should consider

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The primary objective, where possible, is to maintain the worker's connection to the pre-injury job during the return to work program. The first priority in this procedure is to return the worker to the pre-injury job (with accommodation, as required) or to modify the pre-injury job. An alternate comparable job may also be offered (refer to WHSCC Policy RE-06 Alternative Work Comparable to the Pre-Injury Job). Where the specific functional abilities prevent a return to the pre-injury or a comparable job, then the most suitable work that is available must be offered to the worker. All the factors of the case must be considered when making decisions on return to work.

Hierarchy of Return to Work Priorities for Employers with a Re-employment Obligation (Reference WHSCC policy RE-18)				
	Return to Work Program	Description	Goal	Obligation
Priority 1	Pre-injury Job with modifications	Full Hours; Full pre-injury Duties	Full Return to Work	Worker can perform pre-injury job, employer is obligated to provide pre-injury job or comparable job (refer to RE-06).
Priority 2	Essential Duties of Pre-injury Job	Full hours; Essential duties of pre-injury job (modified work)	Move to Priority 1	Worker can perform pre-injury job, employer is obligated to provide pre-injury job or comparable job (refer to RE-06).
Priority 3	Pre-injury job Modified Work	Full hours; Essential pre-injury duties modified or removed.	Move to Priority 2 or 1.	Worker can perform suitable work, employer obligation is to provide the most suitable work that becomes available.
Priority 4	Pre-injury Job Modified Work	Full hours; Some pre-injury duties; Some non pre-injury duties.	Move to Priority 3, 2 or 1.	Worker can perform suitable work, employer obligation is to provide the most suitable work that becomes available.
Priority 5	Ease Back to Pre-injury Job	Full pre-injury duties; Gradual return to pre-injury hours.	Move to Priority 2 or 1.	Worker can perform suitable work, employer obligation is to provide the most suitable work that becomes available.
Priority 6	Alternate work	Full hours; Non pre-injury duties. This should only be utilized in cases where none of the other accommodation options involving the pre-injury job can be provided.	Move to Priority 4, 3, 2 or 1.	Worker can perform suitable work, employer obligation is to provide the most suitable work that becomes available.

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Injury Reporting System:

Knowing what to do following an injury can have significant impact on the final outcome for the injured worker. An injury reporting system shall be put in place and communicated to all workers that outlines the roles and responsibilities of both the employer and employee after an injury has occurred. All injuries must be immediately reported to the employees Supervisor. If the supervisor is unavailable the injured worker shall immediately report the injury to First Aid (Security if First Aid is unavailable).

The First Aid Attendant must report injuries that result in a lost time or require treatment from a medical professional to the Commission using proper forms. In such cases the employee shall return the Doctor's Report of Injury (Form 8/10) to the employer as soon as possible (within 48 hours). The injured employee will be responsible to complete and submit the Form 6 to the Commission. The First Aid Attendant, ESRW Coordinator or member of the JRWC can assist the injured employee with completing the form.

In the event that the Physician determines that the injured worker has functional restrictions or limitations the First Aid Attendant or ESRW Coordinator shall work with the injured worker to jointly develop an Early and Safe Return to Work plan and submit it to the Commission within 5 days of receiving functional abilities information.

In addition a copy of all forms forwarded to the Commission will be copied to the Human Resources Department for payroll and employee file purposes. In the event of a serious injury emergency transportation will be provided in accordance with

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Wabush Mines Emergency Procedures. In the event of a non-serious injury, Wabush Mines will provide initial transportation to medical care facilities through the Security Department.

Disputes:

The **JRWC** must co-operate and be self-reliant in returning the worker to suitable and available employment.

If a difficulty or dispute presents an obstacle to the worker's early and safe return to work or in efforts associated with the re-employment obligation, the **JRWC**, its members (Employer or Union) and/ or the injured worker shall request mediation from the Commission. Both workplace parties must be agreeable to participating in the mediation process in order for it to proceed.

Where the workplace parties fail to notify the Commission of a dispute and the Commission is not aware of the dispute until the employment relationship has been terminated by one or both workplace parties, mediation may not be offered.

Evaluation:

Evaluation is critical to identify the strengths and weaknesses of the **ESRW** program. Information from the evaluation is intended for continuous improvement of the program. It will be the role of the **JRWC** to identify an adequate means of evaluation. It is important that a knowledgeable, experienced person(s) conduct the evaluation. The Commission is also available to assist in the audit process. Key evaluation points should include but not limited to:

Injury frequency
Injured worker satisfaction with the ESRW program
Time from injury to start of ESRW
ESRW plan duration
Cost of accommodating injured workers
Cost of WHSCC premiums
The evaluation should be conducted on an annual basis and the outcomes communicated to all part

APPENDIX T - IMPLEMENTATION OF A PROJECT TEAM

Principles and objectives of the project team

The parties agree that function of the project team will be:

- o Maintenance projects minimising usage of contracting out
- o Temporary excess work

Project team

1.1 Selection of team members

According to the collective agreement. Team members will be required to meet all qualifications required for the job. **Ex:** Canadian Welding Bureau/Scaffolding

1.2 Usage of the project team

Based on weekly and annual planning and according to the budget, the project team will form a separate department. It is understood that this team can be assigned to various departments to perform work they are qualified to do.

1.3 Overtime

The project team will be considered as a distinct overtime group. When this group is required to perform work outside specific project work, the overtime would be offered to employees in that department first and then the standard distribution of overtime policy will be applied.

1.4 Work schedule

The normal work schedule for this team will

be of 4 days of 10 hours. However, in accordance with specific needs, all other work schedules covered by the collective agreement can be assigned.

1.5 Lack of work / budget reductions

When there is a lack of work and/or reductions in the budgets, employees of the project team will be moved to other departments based on manpower requirements. Moves will be made as per language of the collective agreement. Such moved employees will be attributed the work schedule of their new department.

1.6 Vacations

The project team would have their own vacation grid with no vacation relief and will not be vacation relief for other departments.

1.7 Tools and Equipment

The project team will have tools and equipment to perform project work as required. If there is a requirement for work on materials for a project, the team will be able to avail of internal shops.

1.8 Training

The project team will be trained in all aspects of their job and trained to inspect, erect and dismantle scaffolding for their work.

1.9 Job Setup/Preparation Work

The project team could be responsible for preparation work for **projects/jobs** and can be augmented from other departments if required.

1.10 Termination Clause

Six (6) months after the implementation of the project team, both parties agree to meet to **assess** the effectiveness of the project team and take appropriate action as required.

Your group insurance program in brief..

This brochure provides an overview of the group insurance program for you and your dependents. Wabush Mines assumes the cost of this program and it is an important component of your total compensation package. It includes life insurance, disability, hospitalization, medical, dental and vision care that will help your family stay healthy and free from financial worries.

This document is a reference guide covering the major features of the program. See the booklet for the official text and details.

The insurance coverage described below applies to employees actively at work on February 15, 2010, or upon their return to active work. These coverages also apply to employees hired after that date.

Eligibility

You are eligible for insurance on the 1st day of the month following the end of the probationary period specified in the collective agreement, provided you are actively at work on that date. Your dependents are:

1. Your legal spouse or your common-law spouse with whom you have been living together for not less than 3 years
2. Your common-law spouse with whom you have been living together for not less than one year if a child is born or adopted
3. Your children under 19 years of age or under 26 years of age and attending a college or university full-time.

Nobody is eligible for benefits both as an employee and a dependent, or as a dependent of more than one employee of Wabush Mines.

Basic Member Life insurance and Accidental Death and Dismemberment Insurance (ADD)

Yourself	\$60 000	\$60 000

Optional Member Life Insurance and Accidental Death and Dismemberment (ADD)

Insured	Life insurance	ADD insurance
Yourself	\$60 000	\$60 000
Eligible dependants	\$5 000	—

Short Term Disability Insurance (STD)

If you become totally disabled as a result of illness or injury which prevents you from performing the duties of your occupation and a licensed physician certifies your illness or injury you will be eligible to receive weekly benefits. Benefits will be payable from the first day of illness or from the fourth day of illness in the case of accidental injury or from the fourth day of illness.

Weekly benefits (taxable)	As of March 1, 2010	\$ 625
	As of March 1, 2011	\$ 650
	As of March 1, 2013	\$
Maximum benefit	Employee with less than one year of Service	26 weeks
	Employee with one or more years of service	39 weeks

Long Term Disability Insurance (LTD)

Eligibility	Service	LTD Benefit period
	2 to 5 years of continuous service	Equal to continuous service. Ends at age 65
5 to 8 years of continuous service	End of month in which you attain age 65	
8 years or more of continuous service	End of month in which you attain age 65, or at retirement date if earlier	
Monthly benefits (taxables)	As of March 1, 2010	2 150 \$
	As of March 1, 2011	2 200 \$
	As of March 1, 2013	2 250 \$

January 2011							February 2011							March 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
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23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			

April 2011							May 2011							June 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

July 2011							August 2011							September 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6				1	2	3		
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				

October 2011							November 2011							December 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5				1	2	3	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
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16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

January 2012							February 2012							March 2012							
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22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24	
29	30	31					26	27	28	29				25	26	27	28	29	30	31	

April 2012							May 2012							June 2012							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4	5							1	2
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22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
29	30						27	28	29	30	31			24	25	26	27	28	29	30	

July 2012							August 2012							September 2012							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4								1
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29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	
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October 2012							November 2012							December 2012							
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28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	
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January 2013							February 2013							March 2013								
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		1	2	3	4	5						1	2							1	2	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9		
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27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30		
														31								
April 2013							May 2013							June 2013								
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7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15		
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29		
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July 2013							August 2013							September 2013								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5	6						1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14		
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October 2013							November 2013							December 2013								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5							1	2	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14		
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31						

January 2014							February 2014							March 2014							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1								1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	
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April 2014							May 2014							June 2014						
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20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
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July 2014							August 2014							September 2014						
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
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October 2014							November 2014							December 2014						
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		1	2	3	4								1	1	2	3	4	5	6	
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26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			