

COLLECTIVE AGREEMENT

between

ELKVIEW COAL CORPORATION

and

UNITED STEELWORKERS OF AMERICA
Local 9346

00195 (04)

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GENERAL PURPOSE

The Parties are agreed that the general purpose of this Agreement is to promote harmonious industrial relations in the mutual interest of the Company and its employees; to provide for the operation of the Mine under methods which will ensure the safety, health and welfare of the employees; the highest level of economy and efficiency of operations, and quantity and quality of output, orderliness of mine and plant; to maintain an uninterrupted operation at the highest level of performance; to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 1 SCOPE OF EMPLOYEES

- 1.01 (a) Term "employees" as used in this agreement means production and maintenance employees working in the Elk Valley at the Elkview Coal Corporation mining site on Highway 3 near Sparwood, B.C. except, office and technical employees, foremen, employees above foremen, L.P.A.'s and those excluded by the B.C. Labour Code.
 - (b) Words importing the masculine gender shall include the feminine.
- 1.02 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.01.
- 1.03 Employees and/or Union representatives shall not engage in any Union activity during working hours, except as expressly provided for in this Agreement, or as otherwise mutually agreed upon.
- 1.04 The Company recognizes that it is not normally the function of persons of or above the rank of Foreman to perform work which is normally performed by employees in the bargaining unit except under

emergency conditions, for purposes of testing or training or to assist employees for short periods of time where bargaining unit employees are not readily available and it is necessary to perform those duties to ensure work is being done safely and production is not interfered with.

- 1.05 Designated Individuals - it is expressly understood and agreed that notwithstanding anything contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals who agree to be given special experience or training in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company not exceeding at any one time one percent (1%) of the employees; and to promote and demote such individuals and direct their efforts from time to time, provided however, that the employment of any such individuals shall not affect the seniority nor result in the demotion of any employee, and further that any such designation of individuals will last for a period no more than four (4) calendar months. Individuals named under this clause will be placed with the regularly assigned employee who will familiarize this person with his job function.
- 1.06 Each employee shall as a condition of his hiring or continued employment:
 - a) Authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form agreed to between the Company and the Union.
 - b) Become a member of the Union and maintain membership in good standing.
- 1.07 (a) The Company will honour written assignment of wages for Union dues, and shall remit such dues to the Union monthly together with information as to the persons from whose pay such deductions have been made. All such deductions shall be remitted to the Union no later than the 15th

day of the month following the month in which such deductions were made.

(b) The Union shall advise the Company, in writing, of the amount of union dues to be deducted from employees each pay period.

- 1.08 The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of Articles 1.06 and 1.07.
- 1.09 If an employee works less than twenty (20) hours in a pay period, his dues shall not be deducted for that pay period (paid days on vacation and paid holidays will be considered as days worked).

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Company shall retain, maintain and exercise all managerial rights, authorities, and prerogatives, subject only to the express terms and provisions of the Agreement.

ARTICLE 3 NO STRIKES OR LOCKOUTS

- 3.01 The Union agrees that neither the Union nor its officers nor representatives, nor its members, nor the employees, shall in any way authorize, encourage or participate in any strike, work stoppage, walk-out, slow-down or any act of similar nature which would in any way interfere with, limit or impede the operations of the Company during the term of this Agreement.
- 3.02 The Company agrees that there shall be no lockout of employees during the term of this Agreement. In the event the Company should lockout its employees in violation of this Agreement, the Union shall have the right to seek all remedies that it may be entitled to by law.

**ARTICLE 4
SAFETY AND HEALTH**

- 4.01 It is in the interest of all concerned to ensure high standards of Safety and Health at the Company's operations in order to prevent industrial injury and illness.

To this end, it is expected that all persons on Elkview Coal Corporation property shall co-operate to promote safe work conditions, practices, and enforcement of reasonable rules of conduct and safety on the property. In the interest of safety the Company will provide sound safety education and training programs. In order to meet mutual objectives in matters related to safety and health, a Joint Occupational, Health and Safety Committee will be established as outlined below.

- 4.02 A joint management/union Occupational Health and Safety Committee shall be composed of an equal or greater number of union representatives chosen by their peers, one of which shall be the Occupational Health and Safety Co-Chairperson. There shall be one person from the Plant, Pit Operations, and Mine Maintenance, and not more than three (3) members appointed by the Company. The function of the committee shall be to recommend solutions to problems relating to the promotion of safety, health and the environment on the job site, and shall conduct meetings and monthly tours in accordance with the Health, Safety, and Reclamation Code for Mines in B.C.

- 4.03 (a) The Company shall provide to the Joint Committee the following information:
- i) An information sheet on toxic chemicals used in the various processes, including emergency procedures as per H.S.R. Code for Mines in B.C. (1992) WHMIS.
 - ii) Information on major new tools and equipment;
 - iii) A copy of all first aid reports for employees;

iv) A monthly summary of injuries sustained on the job by employees and statistics pertaining to them.

4.04 There shall be regularly scheduled safety meetings on company time for all members of every crew once per month. Meetings will not normally be scheduled so as to coincide with shift end.

Meetings will be held where noise from operations does not unduly interfere. Safety meetings will include in their agenda:

- i) Reading of the previous meeting's minutes for errors or omissions;
- ii) Outstanding safety items from previous meetings and progress update, if any;
- iii) Report of new safety concerns or suggestions.

Further, it is recognized that the use of safety videos, guest speakers or other outside sources can serve as useful tools for promoting safety awareness.

4.05 An employee who is injured on the job and is unable to complete his shift will have his regular earnings maintained for the balance of that shift.

4.06 The following items of personal protection equipment and apparel shall be supplied by the Company on a loan basis and the employee will be required to sign for them and return them in good and serviceable condition (fair wear and tear excepted). If the employee fails to do so, he shall be charged with their replacement costs:

Personal Protection Equipment And Apparel

Safety Hat	Cutting Goggles
Safety Glasses	Aprons and Face Shields
Respiratory Protection	Safety Belts and Lines
Hearing Protection	Safety Shields for Cutting and Grinding
Reflector Vests	Balaclava
Hot Gloves	Safety Locks
Welder's Gloves	Flashlights

Goggles Electricians' High Voltage Gloves
Asbestos Gloves Rubber Gloves
Rubber Boots (Steam Cleaner)
Lined Gloves (Steam Cleaner)

- 4.07 New employees who require corrective lenses must possess safety lenses and safety frames prior to the commencement of work. The company will pay the cost of an employee's original safety lenses and safety frames with sideshields and thereafter will replace safety lenses and/or safety frames when an employee can substantiate they were damaged while at work. The Company will not be responsible for costs under this Article that may be recoverable from another source such as a Health Plan or Workers' Compensation.
- 4.08 Employee's time while involved in authorized safety meetings, inspections, investigations or tours, on the mine site will be considered as time worked while in attendance at such meetings and tours.
- 4.09 The cost of Medical Examinations required in compliance with the Health, Safety, and Reclamation Code shall be paid for by the Company. All employees shall be required to take such examinations outside regular working hours and shall be paid four (4) hours' pay at straight time if these hours shall not be considered as hours worked for the purpose of calculating overtime.

**ARTICLE
SENIORITY**

- 5.01 It is recognized that job opportunity and security shall increase in proportion to length of employment. In cases of vacancy, promotion, demotion, transfer between jobs, training opportunities, decrease in the working force and recall after lay-off, senior qualified employees shall be entitled to preference in accordance with the specific provisions outlined.

5.02 Employees who have not completed Three Hundred Sixty (360) regularly scheduled hours (exclusive of overtime) worked within a six (6) month period shall be considered probationary employees and shall have no seniority. Upon completion of the probationary period, an employee shall acquire seniority and his name shall be entered on the seniority list according to his most recent hiring date. For the purpose of this clause the probationary period shall commence on the first day of employment.

5.03 There shall be two (2) types of seniority; namely Company and Department.

(a) The Company seniority means the length of time of his continuous employment with the Company since his last hiring by the Company.

(b) Department seniority shall mean the length of an employees' continuous employment within the department.

(c) Departments for the term of definition shall be, but not limited to the following:

i) Mine Operations

ii) Mine Maintenance

iii) Coal Plant

iv) Warehouse

Employees shall accumulate seniority in one department only, except as provided for elsewhere.

(d) If the transfer of an employee is required by the Company, from one Department to another, for the efficient conduct of operations or because an employee is transferred for considerations of health, the employee's seniority in the new Department shall be deemed to be equal to that which he previously held in the former Department. On being transferred at the employee's request, (ie. job posting, bump etc.) such employee shall have no department seniority on entering the new Department.

- 5.04 Employees who have acquired seniority shall have that seniority maintained and accumulated during:
- (a) The period of time that an employee is absent and is in receipt of weekly indemnity, long term disability benefits up to 104 weeks.
 - (b) Authorized absence under Article 11.
 - (c) Absence if injured while working and in receipt of W.C.B. benefits.
- 5.05 Employees who have acquired seniority shall have that seniority maintained but not accumulated during:
- Absence due to lay-off not exceeding:
- (a) one (1) year where the employee has less than two (2) years of seniority.
 - (b) two (2) years where the employee has two (2) or more years of seniority. Plus one additional month for each year of seniority, up to an additional six (6) months.
 - (c) Strikes/Lockouts.
- 5.06 An employee who has acquired seniority shall have that seniority completely lost and his employment as an hourly employee terminated if he:
- (a) Quits his employment with the Company.
 - (b) Is discharged but not reinstated under the grievance procedure.
 - (c) Is laid off for a period beyond that, described in Article 5.05(a) and (b) above.
 - (d) Is sent notice of recall by double registered mail to his last address of record with the Company and fails to report within fifteen (15) days of receipt of notice, unless he has contacted the Company and has received an extension to report. A notice of re-call which has been returned as unclaimed or refused will be considered received.
 - (e) Accepts a salaried position.
 - (f) Is absent due to temporary illness or injury beyond the period provided for in Article 5.04(a) .

- 5.07 (a) The Company shall maintain up-to-date "Company" and "Departmental" seniority lists showing each employee's order of seniority with his name, payroll number, employment date, and classification.
- (b) The seniority list shall be posted on all department bulletin boards every month and a copy sent to the union.
- (c) The seniority for employees hired on the same day will be determined by earliest birth date in the calendar year.
- 5.08 An employee refusing recall under Article 5.06(d) for work expected to exceed one month will be deemed to have terminated, and shall lose all recall rights.

5.09 Procedures Governing Lay-offs and Lines of Progression

(a) Temporary or Emergency Layoff

- i) In the event of a reduction of employees resulting in a lay off of eight (8) calendar days or less, the employee with the greatest departmental seniority in the classification required, from the crew who normally do the work, shall be required to work.
- ii) The eight (8) calendar day time limit may be extended by mutual agreement of both parties.
- (b) In the event of a reduction of employees resulting in a lay off of at least nine (9) calendar days but less than thirty (30) calendar days, the employee with the greatest departmental seniority in the work area affected will be retained provided he is qualified to do the work. For the purposes of this clause, work areas shall be defined as follows:
- i) Mine Operations:
Production
Road Crew
- ii) Mine Maintenance:
Main Shop/Field

Machine Shop
Predictive Maintenance
Shovel/Drill Crew

iii) Warehouse

iv) Coal Plant
Operations
Maintenance

(c) Permanent or Indefinite Layoff

- i) In the event of a reduction of a classification in a lay off of thirty (30) calendar days or more, or where an area of the operation permanently closes that does not result in lay off, the employee with the least Company seniority will be reduced from the classification. An employee displaced from his classification may displace an employee in any other classification within the bargaining unit on the basis of Company seniority, provided he is qualified to do the job. The employee being displaced shall be the employee with the least Company seniority in that classification.
- ii) For the purposes of Article 5.09(c) and 5.11 qualified is deemed to mean
 - (a) classification was previously held and is deemed still qualified to the standard set by the department for the position, or
 - (b) the employee is qualified and competent to the standards set by the department for the position, or
 - (c) the employee has provided reasonable proof of previous experience in the position applied for and can become qualified to the standards set by the department within a familiarization period of up to one (1) shift cycle. Such proof of experience will not be required for labour positions.
- in) Employees displaced from their classification may displace other employees as outlined in

- (i) (ii) above, or elect to be laid-off from the Company.
- iv) For the purpose of defining competence as described in Article 5.09 (c) (ii) (b) the following criteria will apply:
 - (a) the employee's work experience at the Operation;
 - (b) the employee's skills;
 - (c) the employee's ability to perform the work;
 - (d) the employee's aptitude for the job;
 - (e) the employee's physical fitness.
- 5.10 The Parties will meet as far in advance as possible to discuss the orderly application of the provisions of Article 5 with respect to lay-offs, closure of a work area(s) and crew reductions.
- 5.11 Employees laid off will be recalled in the inverse order, provided they possess the qualifications to perform the available work.

It shall be the responsibility of employees who have been laid off and wish to be available for recall to keep the Employee Relations Department informed of their current mailing address.
- 5.12 Laid off employees to have recall rights not to exceed those expressed in Article 5.05 (a) and (b) from the date of last lay-off.
- 5.13 Crew Reduction
 - (a) i) Where there is a crew reduction, resulting in a change of classification which does not involve lay-off, senior qualified employees so reduced will be entitled to displace junior employees on the basis of departmental seniority.
 - ii) Qualified employees displaced as a result of the exercise of a more senior employee's

preference, may also elect to displace a more junior employee within their existing department on the basis of departmental seniority.

- iii) Employees who are unable to displace other employees will be assigned vacancies in order of departmental seniority.
 - iv) In all cases, the employee being displaced shall be the employee with the least departmental seniority in that classification.
- (b) Where there is a crew reduction of tradesmen resulting in a change of classification within his department which does not involve lay-off, the tradesman may displace, on the basis of Company seniority, the least senior employee in the same trade in another department. This clause only affects tradesmen where the same trade is practised in more than one (1) department.
- (c) For a crew reduction, which does not result in a reduction in classification within the department, reductions will be done on the basis of department seniority amongst the employees in that classification on that crew.

ARTICLE 6 LINES OF PROGRESSION/JOB POSTING SYSTEM

- 6 01 (a) The following departments shall have Lines of Progression
- i) Mine Operations
 - ii) Mine Maintenance
 - iii) Coal Plant
- (b) Other vacancies will be subject to the provisions as outlined in this Agreement

Lines of Progression

- 6 02 (a) There will be two (2) types of Job Postings within a Lines of Progression

- i) Entry Level Job Postings
 - ii) Departmental Job Postings
- (b) The Company will not be required to post positions above jobs marked with a triangle in the Lines of Progression Chart provided there is a qualified employee within that Line of Progression. Where a qualified employee in that Line of Progression is awarded the job, the Company will post the name and department seniority date of the employee who is awarded the job. If there are no qualified employees within that Line of Progression the Company will post the job in accordance with Article 6.06
- 6.03 (a) Permanent vacancies in a Line of Progression above the job defined with a triangle shall be filled by the qualified employee with the greatest department seniority in the job classification immediately below the vacant job
- (b) Temporary vacancies in excess of one (1) shift shall be filled by the senior qualified employee on that shift in that Line of Progression
- (c) Temporary vacancies or assignments of one shift or less may be filled by any qualified person
- 6.04 (a) Employees, except those in Trainee positions have the right to freeze themselves in the Line of Progression. Employees who exercise the right to freeze will sign a waiver form supplied by the Company and submit it to their foreman
- (b) Employees who elect to freeze must remain frozen at least until the next employee in the Line of Progression has completed his training in the position that the frozen employee would normally have been trained on
- 6.05 (a) In the event an employee in a Trainee Position who has not completed all the prescribed training hours

elects not to advance in a Line of Progression, or is unsuccessful in completing the training, he will be removed from further training

- (b) Employees who bid on positions that result in a change of classification and are unsuccessful in either completing the training or in performing the duties for the new classification will be returned to their former position if it remains vacant. Failing such a vacancy, the employee will be re-assigned to a vacant position for which he is qualified in his new department, and failing that, to a vacant position for which he is qualified elsewhere in the Company.

Job Postings

- 6.06 (a) Notice of all job vacancies that require posting shall be made known on all appropriate department notice boards and shall be posted for eight (8) calendar days. Copies of job postings will be sent to the union upon request.
- (b) In awarding Job Postings to Entry Level Jobs (defined by a ■), the employee with the greatest Company seniority shall be awarded the job provided he possesses the ability to undertake the training. If there are no successful applicants the Company may recruit.
- (c) i) In awarding Departmental Job Postings, (defined by a ▲) the employee with the greatest Departmental seniority shall be awarded the job provided he possesses the ability to undertake the training.
- ii) Failing successful applicants based on Departmental seniority, the Company will award it to the employee bidding with the greatest Company seniority provided he possesses the ability to undertake the training. If

there are no successful applicants, the Company may recruit.

- (d) In awarding Departmental job postings above jobs marked with a triangle (except trainees), the Company shall consider the following factors:
 - i) Departmental seniority of each employee.
 - ii) Only qualified applicants will be considered.

The determining factor between two qualified applicants shall be seniority. Failing successful applicants within the department, the Company will consider other applicants based on Company seniority, and the qualified applicants with the greatest Company seniority will be awarded the job. Failing successful applicants, the Company may recruit.


- (e) Within a further eight (8) calendar days the successful applicant's name will be posted on all appropriate bulletin boards. Copies to be sent to the Union upon request.

However, should the Company cancel a job posting, notice will also be posted.

- (f) Every attempt shall be made to transfer an employee who is successful on a job posting within two (2) cycles of the posting being awarded, however the transfer will be in effect within four cycles of the date of the award. In any event he will receive the new rate of pay for the job awarded if it is higher than his current rate no later than two (2) cycles after the posting is awarded.

- (g) If the posted job is in another department, the employee will accumulate seniority in the new department from the date of the award, and will also accumulate seniority in his existing department until the date the transfer is effected.

6.07 Notices of all job vacancies shall be in the following form:

 ELKVIEW COAL CORPORATION JOB VACANCY NOTICE
DATE POSTED: _____ POSTING#:
The following vacancy(ies) in the Department for the job(s) of _____ which is paid at the rate of \$_____ per hour. This vacancy is currently on _____ shift. Applications will be deposited by the employee in boxes provided in the main dry and coal plant dry. The closing date for this posting is _____ Applications must be signed by the Foreman and Employee.

- 6.08 An employee who applied for a Job Posting and is the successful applicant must accept the position. Employees may be excused from accepting such positions for medical reasons, provided such reasons are acceptable to the Company.
- 6.09 An employee is not eligible to bid on a vacancy within his existing department and classification except as specifically provided for.
- 6.10 An employee may make application in anticipation of up to two (2) job vacancies, (in order of preference), that may occur while he is absent on vacation or on approved leave of absence of two work cycles or less. Such application must be made prior to the commencement of the leave or vacation period and shall be effective for that time period only. Should two (2) job vacancies for which the employee has so

applied become vacant, he must accept the first for which he is qualified that becomes vacant.

- 6.11 A promotion is considered an upward change in classification and a demotion is considered a downward change in classification.
- 6.12 (a) Employees who hire into one department will not be eligible to bid on vacancies outside their department for a nine (9) month period, with the exception of employees hired at the entry level who may post on jobs outside their department above entry level after six (6) months.
- (b) An employee accepting a job outside his existing department must remain in the new department for a period of one year before applying for a job posting in any other department.
- (c) Notwithstanding, (a) and (b) above, employees will be eligible to apply on apprenticeship notices.
- 6.13 Employees requesting crew transfers within their department and classification must do so in writing. Such requests will not be unreasonably denied. The Company will not be required to pay overtime rates for the exercise of the employees' preference, except if he works additional hours which qualify for overtime.

ARTICLE 7 HOURS OF WORK

- 7.01 This article is intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or of hours of work per day, or per week, or days of work per week.
- 7.02 (a) The term "work week" means that period of time commencing 8:00 a.m. on Monday and terminating one hundred sixty-eight (168) hours thereafter.
- (b) The term "work day" means that period of time commencing at the start of shift and terminating twenty-four (24) hours thereafter.

7.03 At its discretion, the Company may from time to time initiate, maintain or discontinue to conduct, all or any part of its operations on a multiple shift and/or multiple continuous shift basis, subject to the pertinent statutes and regulations of the Province of British Columbia.

Prior to introducing a shift schedule outside of those referred to in 7.04 the Company will meet with the Union to discuss the new schedule, the impact it will have on employees and consider alternatives that may arise from these discussions.

7.04 The Company may schedule any operation, employee or group of employees at other times because of emergencies, break-downs, preparation for start-up of work and efficiency of the operation. The normal hours of work for employees shall be based on one of the following schedules:

- (a) Eight (8) hours per day five (5) days per week.
- (b) Ten (10) hours per day four (4) days per week.
- (c) Twelve (12) hours per day based on a work cycle which is eight (8) consecutive weeks (four (4) shifts on, four (4) shifts off) averaging forty-two (42) hours per week.
- (d) i) Twelve (12) hours per day based on an alternating cycle of four (4) day shifts one week followed by three (3) night shifts the next week averaging forty-two (42) hours per week.
ii) Twelve (12) hours per day based on an alternating cycle of three (3) day shifts one week followed by four (4) night shifts the next week averaging forty-two (42) hours per week.
- (e) Normal shift starting times will be as follows:

Twelve Hour Shifts:	
Day Shift	8:00 a.m.
Night Shift	8:00 p.m.
Ten Hour Shifts:	
Day Shift	8:00 a.m.

Eight Hour Shifts:

Day Shift

8:00 a.m.

These starting times may be varied up to one hour on either side of these times for experimentation purposes or to meet operational requirements. Starting times may vary beyond one hour providing such times are mutually agreed to by the parties.

- 7.05 (a) Employees will receive their instructions in sufficient time to commence their shift at the designated starting time and work place and shall cease at the designated stopping time and place.
- (b) Departure and return to the dry of Mine Operations employees will be as follows:
- i) Employees will receive their instructions in sufficient time to board the buses which depart the mine dry at 7:45.
 - ii) Buses will commence picking up employees for shift end in sufficient time to arrive at the dry at 8:00.
 - iii) Employees who arrive at the dry after 8:00 will be paid overtime as provided for in Article 8.03.

7.06 Paid Work Breaks

Eight-hour and ten-hour shift employees will have a lunch break of thirty (30) minutes, designated by the Company during the period of the fourth and fifth hours of the shift. They will have coffee breaks, at the work place, of ten (10) minutes each, designated by the Company during the periods of the second and third hours and the sixth and seventh hours of the shift.

- 7.07 Twelve-hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the fourth and fifth hours of the shift and the ninth and tenth hours of the shift.

OR

Twelve-hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the fifth and sixth hours of the shift. They will have coffee breaks, at the workplace, of fifteen (15) minutes each, designated by the Company during the periods of the third and fourth hours and the eighth and ninth hours of the shift.

The selection of which system of breaks is most suitable for each area of the Operation will be at the discretion of the Company.

- 7.08 With respect to the lunch break provided in Articles 7.06 and 7.07, the employees shall continue all necessary supervision of machinery and maintenance of service but shall not be required to do any work which can reasonably be postponed to the end of their lunch break.

ARTICLE 8 OVERTIME AND SPECIAL PAY

- 8.01 Overtime will be voluntary provided that operating requirements are met.
- 8.02 (a) The Company will continue its present practice of ensuring that opportunities for overtime will be distributed as equitably as is practicable among the employees in the Department and in the classification who normally perform the work in the area for which overtime is required. A record of overtime opportunities will be posted in each department.
- (b) The parties are not precluded from mutually agreeing to alternative methods of distributing overtime opportunities.
- 8.03 An employee's working time shall be calculated to the one quarter (1/4) hour at which he is directed to stop work, or, if he is directed to stop work between one quarter (1/4) hour, to the one quarter (1/4) hour next following the time he is directed to stop work.

- 8.04 (a) An employee working overtime for a period in excess of two (2) hours beyond the end of his normal shift shall be entitled to a hot meal and choice of beverage during the period of such overtime. An additional meal shall be provided for each additional four (4) hours of continuous overtime worked.
- (b) Employees may opt to accept a eight (\$8) dollar credit in lieu of an overtime meal once during any one continuous period of overtime.
- 8.05 (a) An employee called out to work during other than his regular hours will be paid the applicable overtime rate for actual hours worked, or four (4) hours at his regular rate, whichever is greater.
- (b) Maintenance employees called out will not be required to perform work other than that for which they were called out, unless a second emergency situation arises.
- (c) Where an employeewho reports for work for his regular or overtime shift, and who has not been notified not to report to work and is sent home because no work of any kind is available he shall be paid an amount equal to two (2) hours pay at his straighttime hourly wage rate.
- 8.06 Consecutive hours worked will be deemed to fall in the same work day for the purpose of calculating overtime premiumsfor that day.
- 8.07 (a) Eight Hour Shift
One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:
- i) time worked in excess of forty (40) hours in a work week;
 - ii) the first eight (8) hours worked on scheduled rest days;
 - iii) time worked in excess of eight (8) hours in a work day.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of ten (10) hours in a work day;
- ii) time worked in excess of forty-eight (48) hours per week, excluding those hours in excess of eight (8) in a scheduled work day.
- iii) time worked in excess of eight (8) hours on a scheduled rest day.

(b) Ten Hour Shift

One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of forty (40) hours in a work week;
- ii) the first eight (8) hours worked on scheduled rest days.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of ten (10) hours in a work day;
- ii) time worked in excess of forty-eight (48) hours per week, excluding those hours worked in excess of ten (10) in a scheduled work day.
- iii) time worked in excess of eight (8) hours on a scheduled rest day.

(c) Twelve Hour Shift (4X4)

One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:

- i) the first twelve (12) hours worked on scheduled rest days.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of twelve (12) hours per day;

- ii) all hours worked in excess of twelve (12) hours on scheduled days off.

8.08 (a) Schedule Changes

- i) The Company shall give an employee forty-two (42) hours notice of a change in his regular schedule. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. This provision shall not apply to a new employee's initial assignment to a regular shift. Such hours worked will not be used for the calculation of overtime.

The provisions of this Article shall not apply to a change requested by an employee for personal reasons. No employee shall be allowed to change shifts under any circumstances without first receiving the approval of his immediate Supervisor.

- ii) During the week of transition where the employee works a combination of shifts (eight hour/twelve hour) the following will apply, and Articles 8.07 (a), (b), and (c) will not apply.

1. Eight (8) hour shifts going to twelve (12) hour shifts:

- i) after forty (40) hours per work week all hours worked will be paid at one and one-half (1 1/2) times;
- ii) after forty-eight (48) hours per work week all hours will be paid at two (2) times;
- iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.

2. Twelve (12) hour shifts going to eight (8) hour shifts or twelve (12) hour shifts going to twelve (12) hour shifts:

- i) one and one-half (1 1/2) times will be paid for the first twelve (12) hours in the work week that exceed the number of hours the employee would have worked on his old shift schedule:
- ii) two (2) times will be paid for all hours worked in the work week beyond those described in 8.08 (a) (ii) 2. (i);
- iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.
- iii) If an employee is not required to work a combination of shifts in the week of change, then the effective date of change is always 8:00 a.m. on Monday and Article 8.08 (a) ii) provisions do not apply.

8.08 (b) Shift Changes

The Company shall give an employee twenty-two (22) hours notice of a change in his regular shift pattern. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. Such hours worked will not be used for the calculation of overtime.

Overtime will be paid in accordance with Article 8.07 (a),(b), and (c).

8.09 There shall be no pyramiding of overtime.

8.10 As the twelve (12) hour shift schedule (4X4) results in an average of forty-two (42) hours per week over an eight week cycle, an employee working such a schedule shall be paid one and one-half (1 1/2) times his regular hourly rate for the last two (2) hours of his scheduled shift in the week.

Any unpaid leave during the week shall result in an equal loss of the overtime payment set out above (ie. one hour's absence shall result in a one hour loss of overtime).

For the purposes of this payment, vacation, floaters, statutory holidays, bereavement, non-rebillable paid union leave, and jury duty are considered as paid leave. All other absences are considered as unpaid leave.

- 8.11 (a) An employee working at a higher paying job than his normal classification will receive the higher rate of pay for the actual hours worked in that higher classification unless those hours are in excess of one-half of the scheduled hours of that shift, in which case the employee will receive the higher rate of pay for the entire scheduled shift. This provision will not apply to those employees receiving training in higher paying positions.
- (b) An employee temporarily assigned to work in a lower classification will be paid at his regular rate of pay.

8.12 Shift and Weekend Premiums

Employees working other than day shift shall be paid the following premiums per hour, in addition to their regular rate:

Twelve Hour Shift Schedule

Night Shift - 80¢ per hour

- 8.13 Employees working on regular scheduled shift on Saturdays and Sundays shall be paid a premium of one dollar and sixty-five cents (\$1.65) per hour.
- 8.14 The premiums referred to in Articles 8.12 and 8.13 will not apply when overtime or other premium pay is being paid for the shift. These premiums will not be paid if the employee does not work on the shift attached to the premium.

**ARTICLE 9
STATUTORY HOLIDAYS**

- 9.01 (a) An employee shall receive a Statutory Holiday allowance equal to eight (8) hours pay at his reg-

ular rate for each of the following Statutory Holidays, provided he has complied with the provisions of Article 9.04, in accordance with the payment schedule outlined herein:

New Year's Day	Good Friday
Canada Day	Remembrance Day
Thanksgiving Day	B. C. Day
Boxing Day	Victoria Day
Labour Day	Christmas Day

Normally these days will be observed on the calendar day on which they fall commencing at day shift on the day in question, and will conclude twenty-four (24) hours thereafter.

- (b) An employee shall receive eight (8) hours Statutory Holiday allowance, except when an employee who is normally scheduled to work the Statutory Holiday is required by the Company to take the Statutory Holiday off. In this case, the employee will receive holiday allowance equal to the number of regular hours he normally would have worked.
- (c) i) Employees will be entitled to one Floating Holiday as of each January 1st and July 1st of each calendar year, provided they have completed their probation period. Floating Holidays will be scheduled on an individual basis by mutual agreement between the employee and his supervisor. Payment for Floating Holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken.
- ii) Employees may bank Floating Holidays up to a maximum of four (4);
- iii) An employee will receive payment for any unused Floating Holidays upon the termination of his employment up to a maximum of four (4) as described in 9.01 (c) ii)
- iv) An employee who is off on Workers' Compensation, Weekly Indemnity or Long

Term Disability shall continue to accumulate up to the maximum of four (4) Floating Holidays.

- 9.02 Employees who are requested to work on a Statutory Holiday and have complied with the provisions of Article 9.04, may elect to take an alternate day off without pay, up to a maximum of four (4) in any calendar year. These days must be scheduled by mutual agreement between the employee and his supervisor. All lieu days will be waived at the end of the year following the year earned.
- 9.03 (a) i) For work performed on a regularly scheduled shift on a Statutory Holiday, an employee shall be paid one and one-half (1 1/2) times his basic rate in addition to any amount payable under Article 9.01 (a). Such hours worked will not be used for the calculation of overtime.
- ii) An employee required to work on a Statutory Holiday shall be paid at two (2) times the employee's hourly rate for all hours worked in excess of his normal hours of work.
- (b) For work performed on a Statutory Holiday on a scheduled day of rest all hours will be paid at the applicable overtime rates.
- 9.04 (a) Except if he is on vacation or any authorized leave of absence, an employee shall not receive Statutory Holiday allowance if:
- i) He does not work his last regularly scheduled shift before or his first scheduled shift after the Statutory Holiday;
- ii) He fails to work on a paid Statutory Holiday which he has been scheduled to work;
- iii) The statutory holiday falls, while he is on lay-off that is scheduled for more than twenty (20) calendar days;
- iv) He has not completed his probationary period.
- (b) In applying Article 9.04 (a) i), an employee shall be deemed to have worked the qualifying shifts

if his absence is excused and/or otherwise authorized by the Company. However, payment of such holiday pay in case of excused or authorized absence shall be limited to one holiday per absence.

In cases where the absence commences after the Remembrance Day Holiday and encompasses any or all of Christmas Day, Boxing Day and New Years Day, the employee will be paid for up to three (3) Statutory Holidays.

- 9.05 An employee shall be entitled to an additional day off without pay for each Statutory Holiday that falls within an employee's scheduled vacation period. The additional day must be taken consecutively with the vacation period or be lost.

**ARTICLE 10
VACATION**

- 10.01 (a) Employee's with seniority will be entitled to vacation with pay in accordance with the following schedule.

<u>Accumulated Seniority</u>	<u>Entitlement</u>	<u>Payment</u>
After one (1) completed year	96 Hours	4.8%
After two (2) completed years	96 Hours	4.8%
After three (3) completed years	120 Hours	6.0%
After four (4) completed years	120 Hours	6.0%
After five (5) completed years	120 Hours	6.0%
After six (6) completed years	144 Hours	7.2%

For the purpose of this Article, one (1) completed year means three hundred sixty-five (365) calendar days of employment where an employee's seniority has been maintained and accumulated.

- (b) For those employees whose seniority was maintained but not accumulated in accordance with Article 5.05, vacation entitlement will only be equal to the total number of days worked for which seniority accumulated.

- 10.02 Employees shall be required to submit their preference for vacation time to their immediate Foreman before February 15th in each year. Following this the Company will post approved vacation schedules, by department, no later than April 15th.
- 10.03 Preference for vacation entitlement will be determined on the basis of company seniority within the department of those employees whose applications for vacation are received by February 15th in each year. Vacation requests received after February 15th will be allocated, based on the dates they are received, on a first received, first scheduled basis.
- The Company will grant vacations at times most preferable to employees, provided that such requests do not unreasonably interfere with the requirements of operations.
- Except for instances of a planned vacation shutdown or where an employee exercises preference, through job posting etc., vacation schedules, once approved, may only be changed by mutual consent.
- 10.04 Vacation time may be carried over from one vacation year to the next if prior written approval is obtained from the employee's superintendent. Should vacation time not be taken by the end of the employee's vacation year, nor agreement reached on carry-over, vacation time will be lost and such employee will be paid out all vacation monies owed in the following pay period.
- 10.05 The Company will give three (3) months notice of a planned vacation shutdown. In the event an employee has scheduled and received approval for his vacation within the three (3) month period referred to above, the employee will have the option of taking his vacation as previously approved.
- 10.06 Through no fault of the employee, and upon receipt of proof of loss, the Company shall reimburse an employee for reservation deposits lost as a result of his approved vacation being rescheduled by the

Company because of a planned vacation shutdown, provided the employee notifies the Company of his loss within two weeks of the date he was rescheduled.

- 10.07 (a) Vacation time off may be broken into any block of shifts, provided the scheduling requirements outlined in 10.01 (b), 10.02, and 10.03 above are followed.
- (b) Employees may take up to one (1) cycle of vacation in blocks of one (1) shift at a time.
- 10.08 Vacation pay will be paid to an employee as a daily rate for each day of vacation taken.
- Vacation pay for a daily rate will be calculated as gross vacation pay divided by hours of vacation, times the employee's normal hours of work in a work day.
- 10.09 The Company may allow employees to take an unpaid Leave of Absence as the last portion of his annual vacation for the purpose of rounding out his work period provided all vacation time and floaters have been exhausted. The work period shall be defined as an employee's complete period of days starting with his first scheduled work day and concluding at the end of the first occurring rest day.
- 10.10 Vacation pay will be paid on the pay day for the pay period in which vacation is taken.

ARTICLE 11 LEAVE OF ABSENCE

- 11.01 (a) i) An employee may be granted a leave of absence for sufficient reason. Such requests will not be unreasonably denied. Subject to such leave being granted, the employee(s) must use any banked time, floating holidays, and days-in-lieu first.
- ii) A leave of absence form must be in writing and authorized by a management representative. All requests for leave of absence and

floaters will be answered by the Company, in writing, within 10 calendar days.

11.02 An employee who fails to return to work from an authorized absence may be disciplined up to and including discharge unless his reason for failure to return is acceptable to the Company.

11.03 (a) A bereavement leave with pay of four (4) consecutive regularly scheduled shifts will be granted to an employee upon a death in his immediate family, provided the leave is taken within seven (7) days of the funeral. Prior to taking such leave, the employee must advise his immediate supervisor. Immediate family means those named as related to the employee and include employee's: spouse, child or stepchild, parent or step-parent, brother, sister, parent-in-law, grandparent or grandchild.

(b) Statutory holidays are included as a shift for the purpose of this clause.

(c) An employee eligible for a bereavement leave which occurs during his vacation shall be entitled to have that portion of his vacation rescheduled.

11.04 An employee who is called for jury duty or is subpoenaed as a witness (but not in his own defence), will be paid an allowance equal to the difference between the payment, excluding travel allowance, he receives for each day of such service and his straight time pay for work which he would have been scheduled and which he would otherwise have performed on those days.

11.05 Maternity Leave

(a) A female employee shall apply in writing in accordance with 11.05(c) and shall be granted a Maternity Leave of Absence to a maximum of twenty-four (24) consecutive weeks (or less as may be requested by the employee) or in accor-

dance with the Employment Standards Act of B.C., whichever is greater.

- (b) An additional Leave of Absence, without pay, at the request of the employee because of related medical reasons which are substantiated to the satisfaction of the Company, shall be granted up to a total of six (6) weeks.
 - (c) The employee shall give the Company thirty (30) calendar day's notice in writing of the day upon which she intends to commence her Leave of Absence and shall furnish the Company with the certificate of a legally qualified medical practitioner stating she is pregnant, and the estimated date of delivery.
 - (d) An employee who intends to resume reemployment after maternity leave shall endeavour to give as much notice as possible, but in no case less than two weeks notice to her crew foreman. She must furnish the Company with the certificate of a legally qualified medical practitioner stating she is able to resume full time work. On her return to work the Company shall reinstate the employee to her previous position, or should her former position be redundant, provide her with alternate work at no less than her job group at the time her leave of absence began.
 - (e) The period of such leave shall be considered as Company service for seniority and vacation entitlement (but not vacation pay) only. The Company will continue to provide medical, extended health, dental and optical plan and group insurance benefits during the period of leave and the Company shall continue to make payment to the plan in the same manner as if the employee were not absent.
- 11.06 (a) i) Upon written request and on reasonable notice from the Union, the Company will grant leaves of absence with pay to employees

selected to do work for the Union, subject to the requirements of the operation.

Normally not more than three (3) employees will be granted leave at any one time. However, in situations of special training, such as shop steward or safety representative schools or seminars, leave without pay will be granted for up to an additional three (3) employees.

Not more than one (1) employee from any one shift in any one department may be on leave at any one time.

The Union agrees to give the Company one (1) weeks notice in writing and such leaves are not to exceed two (2) weeks nor interfere with operations.

- ii) Employees granted such leave will have their wages maintained by the Company. The Company will submit this time to the Union for reimbursement at an amount equivalent to the Company's cost, once per month.
- (b) The Company will grant not more than one (1) employee a leave of absence for ninety-six (96) calendar days to work in an official capacity for the Local or International Union. This leave may be extended for an additional ninety-six (96) calendar days for local representatives and is limited to three (3) consecutive ninety-six (96) calendar day extensions for International Representatives. During absence under this clause the employee's seniority continues to accumulate. Upon expiry of the leave he will return to work at the job which he left and if unable to do so will exercise his rights as per the terms of this agreement. All benefits terminate while the employee is on leave as an International Representative.

ARTICLE 12
OFFICERS, COMMITTEES AND STEWARDS

- 12.01 The Union may appoint up to one steward and one safety representative for each foreman. Additionally, the union may appoint an alternate for each of the above to act in the absence of the regular steward or safety representative.
- 12.02 The Union shall notify the Company in writing of the names of all Officers, Committeepersons, Stewards, Safety Representatives, and members of the Grievance Committee and of any changes in the same. The Company shall post the names and titles of foremen.
- 12.03 The Union Officers, Grievance Committeepersons, Stewards and Safety Representatives shall notify their foreman and they shall arrange a mutually satisfactory time to leave their work to attend to their duties on the mine site as outlined in this Agreement. Such leave shall not be unreasonably withheld and will be considered as time worked.
- (a) The functions of Stewards and Grievance Committeepersons are to investigate and attempt to settle grievances. If in the course of investigating a grievance, a Steward or Committeeperson enters a department or section of the operation other than that of their authorized work place, or if it involves the investigation of the condition of equipment, they must notify the responsible member of supervision and they shall arrange a mutually satisfactory time for such investigation. A foreman shall accompany the Steward or Committeeperson to the place where the investigation is to be carried out. It is understood that the Steward or Committeeperson upon reaching the place where the investigation is to occur, shall have the opportunity of consulting privately with the employee(s) concerned.
- 12.04 (a) The Company shall provide designated departmental bulletin boards for the exclusive use of

the Union, where officers of the union shall post notices pertaining to

- i) time, place and type of Union meeting,
- ii) notices as to Union nominations and elections,
- iii) list of Union officers and Stewards,
- iv) notices of Union social affairs

12 05 Supervisors will make an earnest effort during the first shift to introduce new employees to their Shop Steward and Union Safety Representative. A new crew member will be introduced to his Shop Steward and Safety Representative

ARTICLE 13 PROCEDURE FOR SETTLING DISPUTES

- 13 01 (a) The parties agree that it is desirable that any complaints or grievances should be resolved as quickly as possible. Employees are therefore urged to try to settle their complaints with their Foreman as soon as they occur.
- (b) The Company agrees to meet any of its employees, or their representatives, for the purpose of discussing grievances or complaints with the object of reaching a satisfactory solution. In the event of any meeting between any employee(s) and Company representatives that occurs during working hours, such employee's time shall be considered as time worked. In the event of any such meeting between any employee(s) and Company representatives that occurs outside regular working hours, such employee(s) shall be paid their regular straight time hourly rate for the period of the meeting. All time spent during these meetings shall be considered as time worked. Such meetings shall be held at a mutually agreeable time.
- (c) Prior to the submission of a grievance, it is normally expected that the steward will meet with his foreman and attempt to resolve the matter.

- 13.02 Should a dispute arise between the Company and any employee regarding the application, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step One

Within ten (10) days after the alleged grievance having arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee and his Steward may present the grievance in writing to his Foreman. Failing settlement to the employee's satisfaction within seven (7) days, the employee may process the grievance to Step 2.

Step Two

Within seven (7) days from the time settlement should have been made in step one, the employee, accompanied by his Steward, or a member of the Grievance Committee, may present the grievance in writing to his General Foreman. Failing a satisfactory settlement or reply within seven (7) days, the employee may process the grievance to Step 3.

Step Three

Within seven (7) days from the time settlement could have been made within the time limits of the previous Step, the employee, accompanied by his Steward, Chief Steward, Grievance Chairman, and/or Union President or designates thereof, and if requested a representative of the International Union may take the matter up with the Department Superintendent or his designate. Prior to submission to the Department Superintendent there shall be a written statement outlining the nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated. Failing satisfactory settlement or reply within seven (7) days the matter may be referred to arbitration within thirty (30) calendar days.

- 13.03 Where Step 3 has been exhausted and the matter has been referred to arbitration, the Local Union President or his designate and the Company representative may without prejudice attempt to resolve the matter.
- 13.04 In determining the time within which any step is to be taken under foregoing provisions of this Article, Saturdays, Sundays and the recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.
- If a grievance is not advanced through the Steps of the grievance procedure within the specified time limits, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The abandonment of a grievance under this Article shall not prejudice future cases of a similar nature.
- 13.05 Answers shall be given in writing to the grievor on a first, second and third stage grievance and a copy shall be sent to the union.
- 13.06 If it is not practical to follow the steps in the Grievance Procedure because some department may have no Company or Union representative or the Company or Union representative is not available, then by mutual consent the next step may be proceeded to.
- 13.07 The grievance procedure shall be carried out on the Company's property or at such other place or time as the Union and the Company shall mutually agree upon. The Company and Union agree to schedule meetings in advance for grievances submitted at Step 3.
- 13.08 If it is necessary for a Steward or other employee(s) to take time off during working hours in connection with a grievance, he *must* notify his foreman and they *must* arrange a mutually satisfactory time. Time off shall not be unreasonably withheld.

- 13.09 If an alleged violation of this Agreement affects more than one employee or affects the interests of the Union as a party to the Agreement, the Union may sign and file the grievance on behalf of the employee(s) specifying the alleged violation of the Agreement and if identifiable, specifying name and department. Such grievance shall be presented at Step 2.
- 13.10 The provisions of Section 96 (1) of the Industrial Relations Act are specifically excluded from this Agreement.

ARTICLE 14 ARBITRATION

- 14.01 Either party must within thirty (30) calendar days upon the completion of Step 3 of the grievance procedure outlined in Article 13, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this agreement including any question as to whether the matter is arbitrable.
- 14.02 Should the parties mutually agree to submit the matter to a single arbitrator, then within seven (7) days following such notice, either party will notify an arbitrator selected from the following list:
- | | |
|---------------|------------------|
| Vince Ready | Stephen Kelleher |
| Rod Germaine | Bruce Greyell |
| Dalton Larson | Ken Albertini |
- or such other person as the parties mutually agree. If none of the arbitrators listed above are available, an appointment shall be made by the Minister of Labour of the Province of B.C. upon request of either party.
- 14.03 The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) days following arbitration render a decision.

- 14.04 The parties shall jointly bear the costs of the arbitrator. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded against either party.
- 14.05 Arbitration procedure shall be expedited by the parties.
- 14.06 At arbitration, the parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties access to the property to view the operations in question and to confer with the necessary witnesses.
- 14.07 An Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions.

ARTICLE 15 DISCIPLINE AND DISCHARGE

- 15.01 (a) If it is alleged that an employee has been discharged without just cause the grievance shall start at Step 3 and if it is alleged that an employee has been suspended without just cause the grievance shall start at Step 2 of the grievance procedure, within five (5) working days of the discipline or discharge being affected. The discharged or suspended employee shall be given the opportunity of seeing a Steward and/or Union President before he is required to leave the premises, providing one is available on site.
- (b) If it is agreed or decided at any stage of the grievance procedure, except arbitration, that an employee has been suspended or discharged without just cause, the Company shall reinstate him in his job without loss of seniority. A reinstated employee is to be paid his wages at his hourly rate for the time loss limited to a maximum of the employee(s) regular number of hours per week. The provision of this Article may

be waived if both parties mutually agree to other methods of resolving the grievance.

(c) Where an arbitrator has been selected to determine a question respecting an alleged unjust discharge or suspension, he shall have power and jurisdiction to:

- i) uphold the discharge or suspension, Or
- ii) vary the penalty, Or
- iii) substitute a different penalty, Or
- iv) direct reinstatement,

and in cases ii), iii), and iv) the arbitrator may in addition order the Company to pay the employee full or partial compensation in accordance with his hourly rate. It is understood, however, that if an employee is reinstated, he shall retain his full seniority, unless otherwise directed by the arbitrator.

15.02 (a) Only Discipline Letters, Discharge/Suspensions, shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure. A copy of each letter shall be sent to the Union, within thirty (30) days of the imposition of such discipline.

(b) A Shop Steward in the department and on shift, will be present during Discipline and Counselling meetings provided one is available in the department. Employees that choose not to be represented must notify the Shop Steward of their intentions prior to the meeting.

15.03 In recognition by the parties that the purpose of a probationary period is for the Company to evaluate new employees, it is agreed that probationary employees are subject to dismissal for a lesser cause. For the purpose of this clause the employment of a probationary employee may be discontinued where the Company in its discretion, determines he is unsuitable or unsatisfactory. A probationary employee shall

have rights to the grievance procedure except in respect to seniority.

- 15.04 An employee's personnel file shall be available and open to the employee for his inspection along with his foreman, at a time mutually agreed upon between the employee and his foreman.

ARTICLE 16 HEALTH AND WELFARE

- 16.01 The Company agrees to pay the premiums to the insurance companies for providing the benefits set out below for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee meets the eligibility requirements for enrolment. Coverage provided is subject to the terms of the respective insurance policies. All the benefits provided in this agreement are payable by the insurer and not by the Company.

(a) Equivalent to the Medical Services Plan of British Columbia*

Normally, effective on the first day of the month following the date of employment.

(b) Prescriptions/Medi-Care Supplement*

\$25.00 annual deductible per person or family and the difference between the B.C. pharmaceutical coverage or equivalent and the cost of prescribed drugs to a maximum lifetime health care benefit level of \$100,000 per person. Effective on date of employment.

(c) Vision Care*

The maximum amount payable will be \$80.00

- i) for persons under age 18 during any 12 month period;
- ii) for persons age 18 and over during any 24 month period.

Effective on date of employment.

Effective the second year of this agreement the maximum amount payable will be \$100.00

(d) Dental Plan*

Plan A - Basic Dentistry - 100% coverage

Plan B - Crowns, Bridges - 80% coverage

Plan C - Orthodontics - 50% coverage

The maximum coverage for Plan A & B combined is \$1500.00 per year per person after one (1) year. In the first year of employment maximum is \$500.00 per person.

The maximum coverage for Plan C is \$1600.00 per lifetime per person.

Effective the first day of the third month following the date of employment.

Effective the second year of this agreement the maximum coverage for Plan C is \$2000.00 per lifetime per person.

(e) Weekly Indemnity

Weekly benefit of \$500.00, or at no time less than Unemployment Insurance Benefits.

Benefits are provided from the 1st day of accident and the 4th day of sickness for 52 weeks (1-4-52 Plan).

Effective on date of employment

(f) Long Term Disability Benefit

Available to employees who suffer non-occupational injuries. Payments commence upon the expiration of Weekly Indemnity payments and continue until recovery, age 65 or death, whichever comes first.

Benefits shall be the difference between the payment of \$1000.00 per month and the total of all payments made by the Government (calculated monthly) to such disabled employees.

Effective the third year of this agreement the difference will be \$1200.00 per month.

(g) Life Insurance and Accidental Death and Dismemberment

Life Insurance:

\$40,000.00

Accidental Death and Dismemberment:

\$40,000.00

Eligible on date of hire.

*includes qualified dependents

Effective on date of employment.

- 16.02 (a) An employee with one full year of seniority who is laid off by the Company will be provided with Medical Services Plan (as provided for in 16.01 (a)) and Life Insurance and Accidental Death and Dismemberment (as provided for in 16.01 (g)), for a period of thirty (30) days from the effective date of his layoff.
- (b) Employees on W.C.B. will have Health and Welfare benefits continued as outlined in Article 16, until such time they are re-trained by W.C.B. and/or have found alternative employment.

**ARTICLE 17
GENERAL PROVISIONS**

- 17.01 (a) An employee who is laid off for a period of more than two (2) weeks or is terminated by the Company will be paid all wages forthwith.
- (b) An employee who gives seven (7) days notice of termination shall be paid all wages no later than five (5) business days from his last day worked.
- (c) An employee who gives less than seven (7) days notice of voluntary termination shall be paid all wages no later than seven (7) days from his last day worked.
- (d) Where it is determined that an employee is not in receipt of his full wages for a pay period he

will, upon request, be reimbursed as soon as possible.

17.02 The normal procedure for payment of wages will be by direct deposit every second Tuesday to the banking institution of an employees choice.

17.03 (a) The Company will provide a tool allowance each year to tradesmen provided the tradesman continues to maintain the required tools for his trade from the tool list provided by the Company as follows:

	<u>Jan. 1st</u>	<u>July 1st</u>
Machinist	\$250.00	\$250.00
Milwright	\$250.00	\$250.00
H.D. Mechanic	\$250.00	\$250.00
Automotive Mechanic	\$250.00	\$250.00
Electrician	\$200.00	\$200.00
Pipe Fitter	\$200.00	\$200.00
Gas Fitter	\$200.00	\$200.00
Instrumentation	\$200.00	\$200.00
Plant Lubeman	\$150.00	\$150.00
Carpenter	\$100.00	\$100.00
Welder	\$100.00	\$100.00
Lineman	\$100.00	\$100.00
Fuel/Lube Truck Operator	\$ 75.00	\$ 75.00
Belt Serviceman	\$ 75.00	\$ 75.00

This allowance will be paid on the first pay period following each of these dates commencing January 1st., 1994, for each employee on payroll that pay period.

An employee who has been continuously absent during the six months preceding these dates will not be eligible for this allowance.

Apprentices and Uncertified Trades shall be entitled to the tool allowance paid to the journeymen in their trade classification.

(b) Tool boxes damaged beyond repair through legitimate accidents proven to be no fault of the owner will be replaced by the Company to a comparable standard at no cost to the employee.

17.04 Employees who attend voluntary training courses on their scheduled days of rest will not be eligible for overtime rates for the time spent training.

17.05 Safety boots and gloves will not be provided, however, employees will receive an allowance equal to:

\$100 each calendar year

All Employees not listed below

\$150 each calendar year

Road Crew

Excavator and Drill Operators

Mine Maintenance Labourers

\$200 each calendar year

Blasting Crew

Pit Utilityman

Coal Plant Millwright

All Mine Maintenance employees except Labourers

All Coal Plant Employees except equipment operators.

This allowance will be paid in the first pay period in July to all employees on payroll during that pay period.

An employee who has been continuously absent during the six months preceding these dates will not be eligible for this allowance.

17.06 Employee Registered Retirement Savings Plan

The Company will provide, in accordance with Company policy, an Employee RRSP Contribution Plan as follows:

(a) Eligibility

All permanent employees will be eligible for a contribution under the plan beginning the first day of the third month following the date of employment. Summer Students and Temporary

Employees will not be eligible to receive an RRSP contribution under this plan.

(b) RRSP Account

Contributions made under this plan will only be made into an employee's RRSP account. Such payments will be made on an annual basis, except as provided in (d), for the preceding year by the end of February. It is the responsibility of all eligible employees to supply the Company with your RRSP account information.

(c) Contribution

The Company will contribute in accordance with the plan, either 3.5% of the employee's eligible earnings paid in the preceding year or \$.75 per hour for each eligible hour paid in the preceding year, whichever is greater.

Eligible hours are all hours worked but include vacation hours taken in accordance with Article 10.01 and hours paid under 8.05 (a), and 4.05.

Eligible earnings are all earnings for hours worked but include vacation pay in accordance with Article 10.01, and pay under 8.05 (a) and 4.05.

Except as noted above all hours paid or unpaid will not be included for the purpose of determining RRSP benefits.

(d) Exceptions to (b) above

In the event of an eligible employees resignation, retirement or death the accrued entitlement will be paid into their RASP account within thirty (30) days.

17.07 Election Day

All employees scheduled to work overtime during day shift on Election Days will only be scheduled to work eight (8) hours such days.

**ARTICLE 18
APPRENTICESHIP PROGRAM**

- 18.01 The Company will sponsor an apprenticeship training program in accordance with the laws of British Columbia.
- 18.02 (a) While an apprentice is at school attending the courses prescribed by the Director of Apprenticeship the Company will reschedule the apprentice to day shift (5 x 2) and maintain his earnings at his regular hourly rate for forty (40) hours in each week, less any subsidy paid by the Government with the exception of travel and living out allowance. The Company's obligation is limited to one repeat at any stage of the employee's apprenticeship. The Company will discontinue the sponsoring of the apprenticeship where the apprentice has failed the required schooling more than once during the term of the apprenticeship.
- (b) Upon removal from an apprenticeship due to failure the employee will be ineligible from posting on future apprenticeship vacancies in that trade.
- 18.03 (a) The basic hourly rates for apprentices shall be in accordance with Appendix A - Wage Schedule.
- (b) Rate increases are contingent upon successful completion of the previous practical requirements, and Apprenticeship examinations. The yearly intervals shall be calculated using the date of entry into the program as the anniversary date.
- 18.04 Employees interested in being considered for apprenticeships must contact the Employee Relations Department and arrange to write the pre-apprenticeship examination. The passing grade for such apprenticeship testing has been established as being 70%. Where a candidate has failed to pass the examination, he may be entitled to one re-write.

- 18.05 Vacancies for apprenticeships will not be posted. Those wishing consideration, may apply to the Employee Relations Department at any time, and candidates for apprenticeships will be evaluated and selected in consideration of the following criteria:
- i) Company seniority;
 - ii) Previous related experience or training in the applicable trade;
 - iii) Previous related apprenticeship training in the applicable trade;
 - iv) Education qualifications;
 - v) Successful completion of the pre-apprenticeship examination.

Where candidates are for all intents and purposes equal, Company seniority will be the deciding factor.

- 18.06 Upon successful completion of each year's Technical Training assignment and submission of receipts, the Company agrees to pay the apprentice a textbook allowance to a maximum of \$120.00.

ARTICLE 19 LEADHANDS

- 19.01 Leadhands will assign work as directed by a salaried employee and co-ordinate this work among the crew members.

This is a job on which the employee under the direction of a salaried staff member has the combined responsibility of directing the work of a group of employees on other hourly rated production and maintenance jobs and performing some of the same work as that of the group directed unless such work includes operating pit production equipment. The direction generally consists of activities such as required to:

1. Plan work to be performed by the group;
2. Determine "on-the-job working procedure in the case of repair and maintenance work;

3. Arrange for necessary tools, supplies and facilities;
4. Assign and instruct members of the group; And
5. Inspect, co-ordinate and record the work performed by the group.

During the period that an employee is acting as a Leadhand, he will be paid a premium of \$.75 per hour over the highest classification directed for all hours worked.

ARTICLE 20 TRAINING

- 20.01 The Company and Union recognizes the need for training opportunities to enable each employee to improve his knowledge and skills to equip himself for future positions of greater responsibility or higher pay for which he is eligible within the Line of Progression or through Job Postings.
- 20.02 (a) Each employee in training within a Line of Progression shall meet with his foreman or the training foreman at least quarterly to review his progress. More frequent meetings will be arranged upon request of the employee in training.
- (b) Every attempt shall be made to enable an employee in training to successfully develop the requisite qualifications and ability. In the event an employee fails to qualify for progression in training, the Company shall advise the employee and Union in writing of the reasons for such failure and the employee shall be removed from further training.
- (c) All employees while training up through the Line of Progression will receive the rate of pay for the job they normally perform.

- (d) Employees bidding down a Line of Progression, will receive the rate of pay applicable for the position to which they posted.

20.03 Plant Operations Department

- (a) The Company will train according to the requirements on each particular crew using the training Lines of Progression as outlined in Appendix B.
- (b)
 - i) All employees in classifications in the Plant Operations Line of Progression marked with an "X" who bid for other postings will only be awarded the job if a qualified replacement is available in the Line of Progression.
 - ii) If a vacancy is not filled according to normal lines of progression it will be posted Departmentally and Company wide simultaneously and awarded to the senior qualified applicant, based on Department seniority firstly and Company seniority secondly. Failing this the Company may recruit.
- (c)
 - i) It is the objective of the Company to train senior Plant Operations employees in each classification at least one job ahead. Where there is more than one employee in a classification on a shift, the senior employee will complete training prior to the other one starting.
 - ii) Employees training ahead in the Plant shall become qualified when they have successfully completed both the practical and theory portions of the module training program.
- (d) Senior Load Out Operators will be:
 - i) Given the choice of becoming Plant Operator Trainees or Plant Equipment Trainees. A minimum of three (3) employees in this classification must go to the Plant Trainees Line of Progression. A minimum of two (2) employees must go to the Plant Equipment Trainee Line of Progression.

- ii) Load Out Operators must remain in the Line of Progression they have initially chosen.
- (e) i) Employees in the Load Out Operator classification will upon becoming qualified for the Plant Trainee positions receive the rate while performing the work in that classification.
Once such work is completed, he will be paid Load Out Operator rate.
- ii) Those employees that choose to become Plant Equipment Trainees will receive the rate for such classification once qualified on all jobs pertaining to the classification, and only while performing work in the classification.
Once such work is complete, he will be paid Load Out Operator rate.
- iii) All senior Labourers selected for advancement will be paid Labourer rate until such time they are qualified on all jobs associated with Load Out Operator. At that time, they will be re-classified as Load Out Operators.
- (f) Plant Equipment Trainees once qualified on haulage truck or Inpit Serviceman or Tailings Attendant, will receive the rate of pay when performing either job.
- (g) The two senior employees in the haulage truck, Inpit Service of Tailings Attendant group who want further training will be given the option of training on either Plant Utility Trainee or Dozer/Grader Trainee. Only one employee will be trained in each trainee classification.
- (h) i) The dotted lines in the Line of Progression designate informal training. However, to advance to Plant Utilityman employees in the equipment line of progression must be qualified to run two (2) plant circuits.

- ii) For the Plant Utilityman to advance to Plant Operator he must be qualified to run all three (3) plant circuits.
- (i) The average training hours through the Plant Line of Progression shall be:
- | | |
|-------------------------|----------------------|
| Spray Operator | 7 Trains |
| Back End | 13 Trains |
| Front End | 15 Trains |
| Utility Loader | 40 Hrs. and 6 Trains |
| Redaim | 8 Trains |
| Breaker Operator | 240 Hrs. |
| Conveyor Attendant | 240 Hrs. |
| Tailings Line Attendant | 240 Hrs. |
| Fines Circuit | 450 Hrs. |
| HM - Cyc Circuit | 450 Hrs. |
| Vessel Circuit | 450 Hrs. |
| Dryer Floor | 450 Hrs. |
| Dryer Control | 600 Hrs. |
| Plant Control | 600 Hrs. |
| Dozer/Grader Operator | 800 Hrs. |
| Utilityman | 1300 Hrs. |

20.04 Mine Operations Department

- (a) Successful applicants for Trainee positions will receive training when so scheduled and will receive the rate of pay for the job they normally perform.
- (b) In order to complete training in an efficient and productive manner, employees will have averaged approximately 50% of their regular scheduled hours in training during the Trainee 3 and Trainee 2 phase of the program.

Once advanced to Trainee 1, the employee will be scheduled for the remainder of his training on a full time basis. This schedule is subject to operational factors and individual abilities. If more than one-half of the trainees in any classification are in the Trainee 1 phase at one time, an adjustment in full time training may be made.

- (c) All employees in classifications in the Mines Operations Line of Progression marked with an "X" who bid for Trainee or other positions on their shift will only be awarded the job if a Trainee 1 or qualified back-up operator is available on their shift, or another employee in a back-up position or a trainee 1 volunteers to trade shifts provided a vacancy exists in his current classification.
- (d) All operators marked with an "X" who bid for Trainee positions on a different shift will only be awarded the job if a vacant position for which they are qualified exists on the same shift as the trainee position, or another employee in a classification for which they are qualified volunteers to trade shifts. If the vacant position is not in his current classification, he may opt not to accept the trainee position.
- (e) It is the objective of the Company to train senior employees in each classification in Lines of Progression other than Trainee positions at least one job ahead.
- (f) An employee who is training or has completed his training in a trainee position will not be eligible for other trainee vacancies or posted jobs until he has completed one (1) year from the time he was qualified as an operator; and he must accept an operator's position in the classification for which he has last received training, if the vacancy occurs within a year of his becoming qualified as an operator, and the vacancy is on his current shift. In applying this clause, it is understood that when there is more than one qualified back-up for an operator's vacancy, the senior employee will be given preference.
- (g) Employees who voluntarily withdraw from a training program after having completed the trainee 3 phase or blaster helper training, will not be eligible for further training for a six (6) month period.

(h) Employees who have been specifically designated by the Company to train other employees to operate haul trucks shall be paid a premium of \$0.50 cents per hour for each hour in which they are engaged in such training.

20.05 The average training hours for advancement through Trainee positions shall be:

1) Excavator Operator	3 to 2 300 hours
	2 to 1 550 hours
1 to qualified Operator	550 hours
2) Dozer/Grader Trainee	3 to 2 300 hours
	2 to 1 550 hours
1 to qualified Operator	550 hours
3) Drill Operator Trainee	3 to 2 300 hours
	2 to 1 450 hours
1 to qualified Operator	550 hours
4) Front End Loader Trainee (Mine Production)	3 to 2 100 hours
	2 to 1 250 hours
1 to qualified Operator	250 hours

20.06 (a) It is the objective of the Company to train senior Road Crew employees in each classification at least one job ahead.

(b) The average hours for employees undergoing training for the Road Crew department shall be:

Utility Backhoe – 400 hours

Dozer/Grader – 900 hours

(c) Both practical and theory portions of the module training program must be successfully completed before the employee is deemed qualified.

20.07 (a) It is the objective of the Company to have sufficient qualified, Trainee l's on each shift to meet operational requirements.

- (b) Both practical and theory portions of the module training program must be successfully completed before a Trainee is qualified.

20.08 Mine Maintenance Department

The average hours to complete training for jobs listed in the mine maintenance line of progression is:

Crane Operator	- government regulation
Maintenance Support	- 288 hours
Fuel/Lube Truck	- 288 hours
Steam Truck	- 144 hours
Steam Bay	- 72 hours

**ARTICLE 21
TECHNOLOGICAL CHANGE**

- 21.01 The Company and the Union agree that technological change is both necessary and desirable for the viability of the company and the ongoing job security of its employees.

In recognition of the foregoing, the Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off, or permanently demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at step three of the grievance procedure.

- 21.02 For the purpose of this agreement, a technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which adversely affects employees in the bargaining unit through layoff or demotion from their present job classification.

- 21.03 The Company shall notify the Union not less than three (3) months in advance of intent to institute technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated.

- 21.04 An employee who is initially given notice of layoff, demotion, or transfer as a direct result of the introduction of a technological change may:
- (a) Fill any available vacancy for which he has seniority and which he is able to perform; Or
 - (b) Displace another employee with less seniority provided he is qualified to perform the job.

ARTICLE 22 CONTRACTING OUT

- 22.01 The Company and the Union agree that contracting out of work performed by the employees in the bargaining unit will not be done for the purpose of laying off, demoting, terminating, or deferring the recall of bargaining unit employees.
- 22.02 Concerns regarding Contracting Out will be referred to the Joint Union Management Committee as per Article 23.
- When reviewing contracting out practices the terms of reference shall be;
- i) to preview major work expected to be contracted out and explore possible alternatives taking into consideration the efficiency of the operation, the urgency of the work to be performed, and the availability of the equipment, skills and manpower.
 - ii) to review contracted work, with a view to what other options may have been possible and practicable.
 - iii) to make recommendations to the company respecting contracting of work as set out in i) and ii) above.
- 22.03 The job steward in the area affected will be notified when contractors are working on site in their respective area.

**ARTICLE 23
JOINT LABOUR MANAGEMENT**

- 23.01 (a) The Labour/Management Committee shall consist of three (3) Employer designates and three (3) employees appointed by the Union. The Committee shall meet at the request of either party but not more than once per month at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by an Employer and Union Representative. The purpose of the meeting shall be to exchange information of mutual interest to review administrative matters arising from this Agreement, to review trends in training programs for the purpose of evaluating employee needs and to maintain effective Union/Management relations.

**ARTICLE 24
TERM OF AGREEMENT**

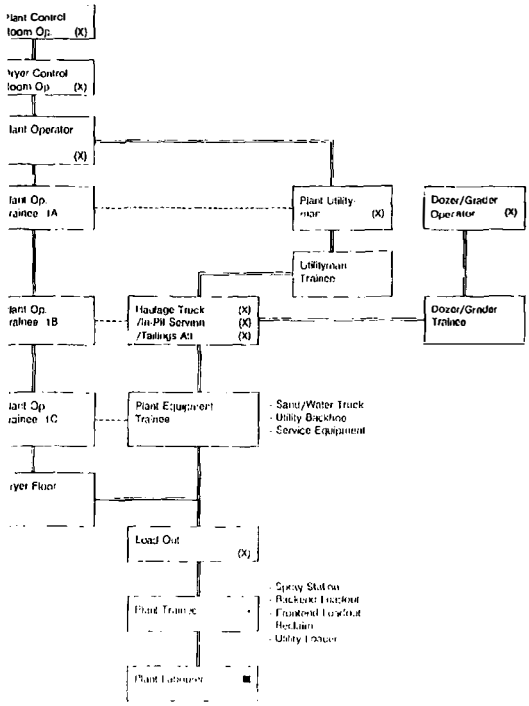
- 24.01 The term of the Collective Agreement shall be three (3) years from the date of ratification, from June 19, 1994 to June 18, 1997.
- 24.02 The Company will print the Collective Agreement and will provide each employee with a copy.

APPENDIX "A"
JOB CLASSIFICATION/RATES (\$/HR)

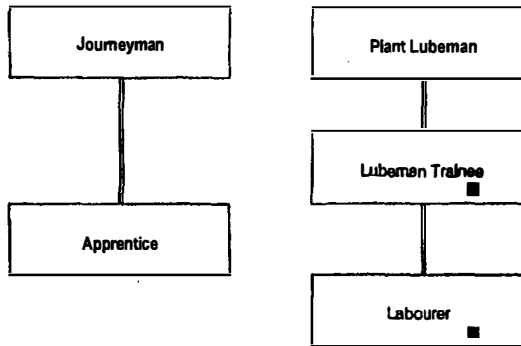
Year 1 - 2%	Year 2 - 2%	Year 3 - 1 1/2%	6 Months - 2%			
Job Class	Classification	Rates (\$/Hr)	Year 1	Year 2	Year 3	G Mo.
1	Tradesman- Certified	22.00	22.44	22.89	23.23	23.69
2	Excavator Operator Plant Control Room Operator Crane Operator	21.00	21.42	21.85	22.18	22.62
2A	Warehouseman (Cert)	20.75	21.17	21.59	21.91	22.35
3	Rotary Drill Operator Dryer Control Room Operator	20.50	20.91	21.33	21.65	22.08
4	F.E. Loader (Mine Production) Blaster Road Crew Operator Plant Operator Uncertified Tradesmen 4th. Year Apprentice	20.00	20.40	20.81	21.12	21.54
5	Dozer/Grader Operator Plant Utilityman Pit Utilityman 1 Road Crew Operator 1 Plant Trainee 1A Maintenance Support Operator	19.45	19.84	20.24	20.54	20.95
6	Haulage Truck In-Pit Serviceman Crusher Operator Blaster 1 Tank Drill Road Crew Operator 2 Tailings Line Attendant Plant Trainee 1B 3rd. Year Apprentice	18.90	19.28	19.67	19.97	20.37
7	Lube/Fuel Truck Operator Plant Equipment Trainee Plant Lubeman Plant Trainee 1C Road Crew Operator 3 Pit Utilityman 2	18.35	18.72	19.09	19.38	19.77

Job Class	Classification	Rates (\$/Hr)	Year 1	Year 2	Year 3	6 Mo.
8	Plant Trainee 2 Dryer Floor Operator Steam Truck Operator 2nd Year Apprentice	17.80	18.16	18.52	18.80	19.18
9	Crusher Attendant Load Out Operator Plant Trainee 3 Steam Bay Attendant	17.20	17.54	17.89	18.16	18.52
10	Blaster Helper Pit Utilityman 3 Plant Trainee 4 1st Year Apprentice Warehouse Helper	16.60	16.93	17.27	17.53	17.88
11	Labourer	16.10	16.42	16.75	17.00	17.34

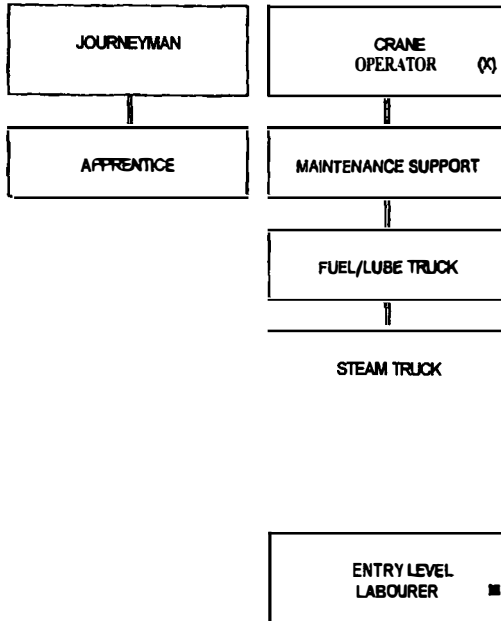
APPENDIX "B" PLANT OPERATIONS LINES OF PROGRESSION



PLANT MAINTENANCE LINES OF PROGRESSION



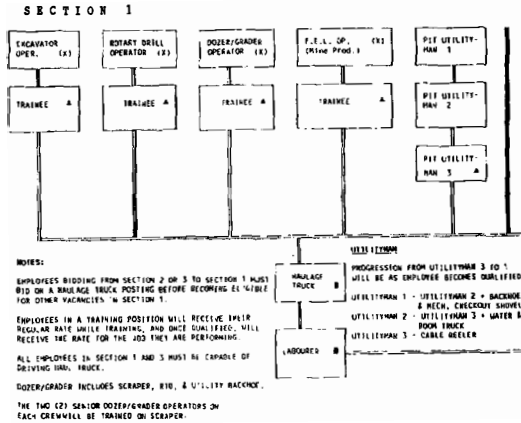
APPENDIX "C"
MINE MAINTENANCE DEPARTMENT LINE
OF PROGRESSION



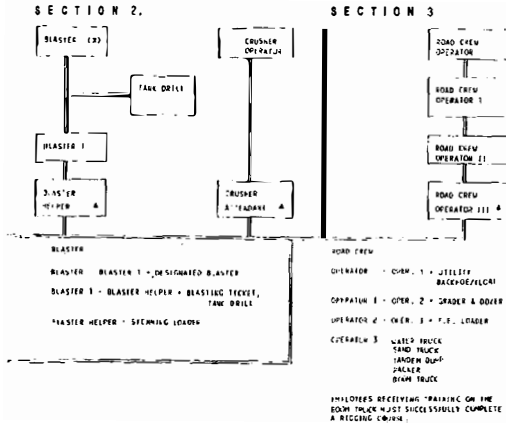
Employees other than journeyman and apprentices will receive regular rate when training for the next job up in the line of progression.

Once training is complete, they will receive the rate for the job they are performing.

APPENDIX D MINE OPERATIONS- LINES OF PROGRESSION



APPENDIX D MINE OPERATIONS- LINES OF PROGRESSION CONTINUED



**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

SEXUAL/RACIAL HARASSMENT

The parties agree that a work environment free of sexual and racial harassment is conducive to high morale and good relations between employees and employees and/or employees and management.

To obtain this environment, the parties agree to establish a joint committee whose duties will be to design a joint policy that expresses both parties wishes to maintain a work environment free of sexual and racial harassment.

The criteria of the committee will be to define sexual and racial harassment so that all employees clearly understand harassment and the consequences of that harassment.

The parties will advise each other of their committee members as soon as possible after the execution of this agreement.

The committee will be made up of three (3) from the employer and three (3) from the union. The Company agrees that a representative of the Steelworkers Union has the right to attend and participate at the meetings.

U.S.W.A., LOCAL 9346

Ron Schmidt
Ewan Gordon
Frank LeClair
Chris Nand
Roger Chramosta
Gary Borgen
Dean Conners
Cal Moulton
Dennis Quebec
Rob Kilbride

ELKVIEW COAL CORPORATION

Darwin Robinson
Wolf Nickel
Jim Henderson
Rob Scott
Kevin Coombs
Mark Olson
Dan Wyatt
Tom Wright

June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

NEW HIRE RESTRICTIONS

The Company agrees to waive the provisions outlined in Article 6.12 (a) for all employees who have completed their probation period.

It is understood however, that the Company reserves the right to revoke this Letter *if* operational requirements change, and the Company determines it is not feasible to continue this practice

U.S.W.A., LOCAL 9346

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June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

SPECIAL ASSIGNMENTS

In an effort to reduce contracting out and to provide employment in the Elk Valley, the Company and the Union agree to the following terms and conditions for the hiring of employees under this Letter of Understanding.

The need may arise to hire employees to perform special assignments of work from time to time where it is not feasible to utilize or hire a regular employee.

Accordingly the following terms and conditions will apply to Special Assignments:

1. Special assignment is defined as work which is of a temporary nature. The following are only examples and it is agreed that special assignments are not limited to these examples.
 - i) vacation relief
 - ii) sickness and accident relief
 - iii) special projects
 - iv) special maintenance
 - v) leaves of absences
2. Persons hired on special assignment will be terminated when that special assignment of work comes to an end, and shall have no seniority rights.
3. Special assignments will be clearly defined as to the type of work to be done and the duration of the work.
4. Special assignments will not exceed ninety-six (96) calendar days unless both parties mutually agree to extend these time limits.
5. Special assignment employees will receive the rate of pay for the job they are doing and in addition will receive \$.60 per hour in lieu of benefits.

6. Special assignment employees must be members of the union as per Article 1.06 of the collective agreement.
7. Employees considered for special assignment will be hired on their own merits and any previous mining experience will be considered an asset. Former mine site employees will be given consideration for hiring under this letter providing they meet criteria set by the Company hiring policy. It is understood that the hiring of special assignment employees is not subject to the grievance procedure.
8. There will be no more than a number equal to 5% of the bargaining unit workforce hired under this Letter at any given time.
9. The hiring of special assignment employees will not replace permanent jobs or employees.
10. All Special Assignment employees shall receive 4% vacation pay on gross wages. Vacation pay will be paid bi-weekly.
11. Both parties recognize that an additional purpose of this Letter of Understanding is to afford the company better opportunities to provide leave of absence, preferred vacation times and time off work for permanent employees.

U.S.W.A., LOCAL 9346

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June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

ACCUMULATION OF SENIORITY DURING LAY-OFF

Company seniority will accumulate during lay-off for the following purposes only:

1. Consideration for future job postings once recalled,
2. For the purpose of recall in accordance with Article 5.05 (a) and (b).
3. Consideration of seniority for future lay-offs or crew reductions.

If recalled back to their original department employees will be considered to have continued to accrue departmental seniority for the same purposes as those described above.

If recalled to another department such employees new departmental seniority will begin in his new department and all previous departmental seniority from his previous department will be lost.

It is understood by both parties that seniority will not accumulate during lay-off for any other purpose.

U.S.W.A., LOCAL 9346

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**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

**TERMINATION OF EMPLOYMENT AFTER
PROLONGED ABSENCE**

In cases where the company receives pertinent medical information that provides a specific return to work date, employees will be exempt from termination of employment as provided for in Article 5.06 (f).

However in such cases the following conditions will apply:

1. Such medical information must be in the company's possession one (1) month prior to the end of the 104 week period described in 5.06 (f).
2. The specific return to work date must be within a reasonable time frame acceptable to the company.
3. Should the employee not return to work after the agreed to extension, the provisions outlined in Article 5.06 (f) will be applied and the employee will be terminated

U.S.W.A., LOCAL 9346

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June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

TRAINING - COAL PLANT

The parties agree to form a committee comprised of not more than three (3) representatives of the Union and not more than three (3) representatives of the Company.

The purpose of this committee is to review, advise, and assist training procedures throughout the Coal Plant Lines of Progression where deemed practical and necessary.

This committee will be formed within sixty (60) days upon the ratification of this collective agreement and will meet thereafter on a regular, mutually agreeable basis.

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Frank LeClair	Jim Henderson
Chris Nand	Rob Scott
Roger Chramosta	Kevin Coombs
Gary Borgen	Mark Olson
Dean Conners	Dan Wyatt
Cal Moulton	Tom Wright
Dennis Quebec	
Rob Kilbride	

June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

**UTILIZATION OF COMPANY SENIORITY FOR SHORT
TERM LAYOFFS**

For short term layoffs of nine (9) calendar days to thirty (30) calendar days, employees may utilize their company seniority as outlined in Article 5.09 (c) providing the following conditions are met:

1. The Company has two months advance notice that a situation will occur that will result in a definite layoff.
2. Because of the short term nature of the layoff, the provisions of Article 5.09 (c) ii) (c) will not apply. Employees must be qualified as per 5.09 (c) ii) (a) and (b).

In such cases where timing allows this Letter to be invoked, both parties shall meet to discuss the details of the layoff.

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UNION LEAVE PAY

Elkview Coal Corporation agrees to continue wages and benefits of those on union leave subject to the following terms and conditions:

1. All amounts paid will be re-billed to the Union for the purpose of reimbursement as per Article 11.06,
2. The rebilling will include:
 - i) Hours paid x applicable hourly rates, (including premiums etc.)
 - ii) Vacation pay percentage,
 - iii) R.R.S.P. payment accrued,
3. The re-billing will occur once each month for the pay periods ended in the previous month.
4. The Union will remit payment within thirty (30) days of receiving the billing.

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**LETTER OF UNDERSTANDING
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**MINE OPERATIONS - BLASTING CREW REVISED
SHIFT SCHEDULE**

The parties agree that in order to maximize the extended daylight hours during the summer months, the blasting crew will work the following shift schedule beginning May 16, 1994.

Monday and Thursday will be eight (8) hour day shifts, while Tuesday and Wednesday will be twelve (12) hour day shifts.

Overtime will be paid as follows:

DAILY OVERTIME

For Scheduled Eight (8) Hour Shift

1. 1.5 X regular hourly rate for time worked in excess of eight (8) hours in a work day.
2. 2 X regular hourly rate for time worked in excess of ten (10) hours in a work day.

For Scheduled Twelve Hour Shift

2 X regular hourly rate for time worked in excess of twelve (12) hours in a work day.

WEEKLY OVERTIME

1. 1.5 X regular hourly rate for time worked in excess of forty (40) hours in a work week.
2. 1.5 X for the first eight (8) hours worked on scheduled rest days.
3. 2 X regular hourly rate for time worked in excess of forty-eight (48) hours in a work week, excluding those hours in excess of scheduled work day (ie: 8/12).

4. 2 X regular hourly rate for time worked in excess of eight (8) hours on a scheduled rest day.

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**LETTER OF UNDERSTANDING
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COAL PLANT - REVISED ~~SHIFT~~ SCHEDULE

The parties agree that the following conditions will apply to the forty (40) hour work schedule implemented in the Plant.

1. Shift Schedule

The schedule shall be based on a three (3) week cycle consisting of twelve (12) hour shifts, averaging forty (40) hours per week.

WEEK 1		M	T	W	T	F	S	S
A Crew	Days	X	X	X	X			
B Crew	Nights	X	X	X				
WEEK 2								
B Crew	Days	X	X	X	X			
A Crew	Nights	X	X	X				
WEEK 3								
A Crew	Days	X	X	X				
B Crew	Nights	X	X	X				

This schedule repeats over the next three (3) weeks in reverse.

2. Overtime - Plant 12 hour shift:

One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:

- i) the first twelve (12) hours worked on scheduled rest days.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of twelve (12) hours per day;
- ii) for all hours worked on the second or more scheduled days off.

The averaging formula will be applied in the same fashion as the current Plant Variance, with the exception that hours will be averaged over a three (3) week cycle versus the current two (2) week cycle, and over a forty (40) hour week versus the current forty-two (42) hour week.

3. This schedule will commence May 16, 1994

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**LETTER OF UNDERSTANDING
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ADDITIONAL VACATION ENTITLEMENT

For the purpose of vacation entitlement for the term of this collective agreement only, the Company is prepared to do the following:

1. All employees will be entitled to an additional forty-eight (48) hours of vacation time for 1994.
2. All employees will be entitled to an additional twenty-four (24) hours of vacation time for 1995.

All employees will be paid their hourly rate times the applicable number of vacation hours for this additional time.

It is understood by the parties that this time will not carry over into future years.

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**LETTER OF UNDERSTANDING
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SPLIT CLASSIFICATION OVERRIDE RATE

For those employees who are qualified to operate either the Dozer or the Grader in the Dozer/Grader classification, the following rate will apply when they operate such equipment:

Dozer	\$19.10
Grader	\$19.10

For those employees who are qualified to operate either a Cable Shovel or a Hydraulic Shovel in the Excavator classification.

The following rate will apply when they operate such equipment.

Cable Shovel	\$20.00
Hydraulic Shovel	\$20.00

These rates will be subject to the rate increases outlined in Appendix "A".

This Letter will not apply to any employees in trainee classifications.

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**LETTER OF UNDERSTANDING
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EXTRA VACATION ENTITLEMENT

The forty-eight (48) hours of extra vacation in 1994 and the twenty-four (24) hours of extra vacation in 1995 will only apply to those employees who are active on the payroll the date of ratification.

Any new employees hired during the term of this agreement will not be eligible for extra vacation. Such employees will only earn vacation as outlined in Article 10.01 (a) and (b).

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June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
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STATUTORY HOLIDAY VARIANCE

The union agrees to make a joint submission with Elkview Coal Corporation to the Ministry of Labour and other concerned agencies if necessary in regards to a variance for the purpose of Article 9.01 (a) and (b).

It is understood by both parties that should this submission fail the forty-eight (48) hours of extra vacation for 1994 will be reduced to twenty-four (24) hours.

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June 19, 1994

**LETTER OF UNDERSTANDING
BETWEEN
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OVERTIME BANKING

Banked time is established to allow employees the opportunity to take time off without loss of pay. It is available to those employees who have completed their probationary period.

Employees working overtime may elect, at the time the overtime is worked, to bank the overtime instead of receiving payment.

Overtime hours worked will be banked at the applicable overtime rate (ie. two (2) hours overtime worked at one and one-half (1 1/2) times = three (3) hours banked at straight time).

Only overtime worked over and above your normal work schedule may be banked. (training hours, hours paid under 8.05 (a), all hours worked on scheduled statutory holidays, all hours described in Articles 8.08 (a) i), 8.08 (b) and 8.10 cannot be banked)

Employees may accumulate a maximum of forty-eight (48) hours straight time at any given time.

Employees may take a maximum of forty-eight (48) hours banked time off in any calendar year. Banked time off may be broken into blocks of hours at a time, provided it is mutually agreed to between the parties. Accrued banked overtime hours may be carried over into the next calendar year, but the maximum of forty-eight (48) hours banked time off in any calendar year applies.

If the scheduling of banked time off conflicts with the scheduling of vacation, vacation requests received prior to February 15 will be given preference.

Preference for banked time off will be determined on the basis of department seniority of those employees whose applications for banked time off are received by February 15th in each year. Banked time off requests received after February 15th will be allocated, based on the dates they are received, on a first received, first scheduled basis.

The Company will grant banked time off at times most preferable to employees, provided that such requests do not unreasonably interfere with the requirements of operations.

An employee may request one pay-out of banked time per calendar year.

All banked time will be paid out upon termination.

Hours will be banked at the employee's base hourly rate and hours will be paid out at the rate they were banked. Any rate overrides associated with working in a higher classification associated with the overtime hours banked will be paid in the pay period earned.

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**LETTER OF UNDERSTANDING
BETWEEN
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FIRST CONTRACT BONUS

The Company agrees to pay to each employee who is active on payroll at the date of ratification, a one time only First Contract Bonus in the sum of five hundred dollars (\$500.00).

Each employee will receive the above noted sum, less applicable deductions on their pay cheque in the first pay period following the ratification of this agreement.

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June 19, 1994

**MEMORANDUM OF AGREEMENT
BETWEEN
ELKVIEW COAL CORPORATION (the Company)
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 9346 (the Union)**

The parties to this memorandum have reached agreement upon the terms and conditions which will constitute a new collective agreement between the parties, subject to ratification of the memorandum by the Union membership on or before June 20, 1994. The term of the agreement will be as specified in the attached document including various letters of understanding.

This memorandum is reached with the understanding that the majority of the Union negotiating committee will recommend acceptance to their membership of the terms and conditions attached hereto.

Upon acceptance by a majority of the bargaining unit employees who vote on the proposed settlement, the terms and conditions attached hereto will become binding and final on both parties.

Signed the 3rd day of June 1994

U.S.W.A., LOCAL 9346

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June 19, 1994

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