

**COLLECTIVE AGREEMENT 2004-2007
LOCAL 5795**

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00139 (07)

THIS AGREEMENT made this 24th day of May, 2006.

BETWEEN

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

OF THE FIRST PART,

AND

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

OF THE SECOND PART.

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

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

ARTICLE I

PREAMBLE

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

ARTICLE II

SCOPE OF THE AGREEMENT

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

2.02 – The words “student” or “students” wherever used in this Agreement shall mean respectively any person or persons who have been admitted to a college or university and are employed by the Company during the regular holiday period of the institution to which they have been admitted for study.

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

work arises:

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

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

2.03 a) (iii) - For experimental work or to instruct or train employees on new or changing operations. If supervisor personnel or other employees excluded from the bargaining unit perform work in violation of this paragraph and the occupation and the work can reasonably be identified, the Company shall pay a grievor working in the same occupation, the applicable standard hourly wage rate for the time involved or for four **(4)** hours, whichever is greater. Should the grievor be an employee who is working outside the occupation as specified above, then the employee working or available for work, with the least overtime in that occupation, should be paid as outlined above. The Union will be advised of such payment.

ARTICLE III

MANAGEMENT RIGHTS

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

rights to:

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

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

ARTICLE IV

RECOGNITION OF THE UNION

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

4.02 - All employees covered by this Agreement must

pay dues whether or not they wish to become a member of the Union.

4.03 - The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or unduly influenced on account of membership or non-membership, activity or lack of activity in any labour organization, or any other discrimination covered in the Newfoundland and Labrador Human Rights Code.

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

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

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

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

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

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

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

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

4.07 b) - All requests for Union leave of three (3) days or less will be made to the Team Leader at least one week in advance. **All** requests for leave of a greater duration will be discussed between Union, Team Leader, and Labour Relations. Such leave will not be arbitrarily denied however, operational requirements will have priority.

4.07 c) - Leave of absence without pay will be granted for the purpose of instructing at Union sponsored courses for IOC and QNS&L employees and the time will not exceed an aggregate total of ten (10) weeks per year for all IOC & QNS&L bargaining units combined.

4.08 – The Company will grant full time leave to the President and Vice-president of Local 5795 effective as of the signature date and for the duration of the current Collective Agreement. Such leave shall be with pay at forty **(40)** straight time hours per week, including benefits, in lieu of time worked.

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

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

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

4.09 c) - It is understood that requests for such leaves or extensions thereof will not be arbitrarily denied; however, the efficiency of operations must be taken into account.

4.10 - Regular scheduled shifts lost by employees for authorized leave of absence on Union business will count as shifts worked for the purpose of computing overtime. Overtime hours refused by employees on account of Union business will not be debited under the provisions of Paragraph 1 ¶04.

ARTICLE V

PROBATIONARY EMPLOYEES

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

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

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

ARTICLE VI

SENIORITY

6.00 – DEFINITIONS

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

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

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

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

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

6.00 e) - Standard Rate of the Occupation – highest rate attainable in an occupation.

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

There are two types of seniority lists:

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

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

shall also indicate Company seniority

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

6.02) - The Union and Company agree that it is essential to improve competitiveness and maximize employee contributions in achieving Company goals. It is important for all employees to be proactive in demonstrating a willingness to be flexible in working at all tasks, duties and activities within their capabilities. It is therefore agreed that employees will perform a much broader range of duties to eliminate the barriers such as “It’s not my job”.

6.02 a) - The occupation structure will be as listed below:

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

6.02 b) - The following occupations will have classified

seniority:

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

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

6.04 - JOB BIDDING

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

6.04 a) - The Personnel office will post vacancies as they occur for a period of fourteen (**14**) calendar days and will include the required qualifications. A copy of the posting will be forwarded to the Union office by e-mail.

6.04 b) - The Company will meet with the Union to discuss the qualifications for a new job. The qualifications for existing and new jobs shall be reasonable and related to the job.

6.04 b) i) - An active employee wishing to apply for a vacancy can submit their bid to the personnel department during the period of the posting. An applicant will be given a copy of their application.

6.04 b) ii) - Should Management decide to change the current qualifications for the job they shall notify the Union in writing prior to the job being posted.

6.04 b) iii) - The following factors will be used to select the successful applicant for the vacancy:

- a) Seniority
- b) Knowledge, skill, and ability to perform the job.
- c) Physical fitness

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

6.04 c) - The successful applicant will be considered to be in the occupation as of the date the selection is made and movement to the new job will take place as soon as possible. Any change to the pay rate will be effective on the date the selection is made.

6.04 d) - Unsuccessful applicants may be accompanied by a Union Representative of their choice when reviewing their bid results.

6.04 e) - Requests to move to a lower occupation shall be subject to the approval of Management who will take into consideration reasons brought forward by the

employee. Such requests will not be arbitrarily denied.

6.05 - LAYOFF AND REDUCTION

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

The following guidelines shall apply:

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

6.05 b) - If employees are to be laid-off the Company will post a notice fourteen (**14**) days prior to the layoff stating the numbers and the occupation(s) affected. Failure to give this notice will result in employees directly affected receiving pay for regular scheduled shifts they would have worked. Any delays of three (3) days or less caused by the displacement procedure or by emergencies or reasons beyond the control of the Company shall not be subject to the grievance procedure.

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

6.05 c) - During the period of notice, the affected

employee will be contacted to determine whether he/she is qualified to bump out an employee in another occupation.

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

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

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

6.05 f) - The personnel record of an employee on **LOA** whose seniority or qualifications would have resulted in either layoff or recall shall be adjusted accordingly. Such change in status shall not affect an active claim under either the A&S or LTD benefit programs.

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

6.06 - SPECIAL CIRCUMSTANCES

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

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

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

6.06 b) - An employee whose driver's license is suspended and who is required to operate a vehicle in areas covered by provincial highway regulations.

6.07 – RECALL

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

There are two types of recall:

6.07 a) - Primary recall. This right is restricted to an occupation in which an employee was working when reduced or displaced. Such recall remains in force

until an employee is recalled to the occupation or moves to a higher occupation.

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

6.08 – VACANCIES

When a vacancy occurs, the Company will select the employee from job bid or recall as follows:

6.08 a) - If the vacancy is in a classified occupation recall by classified seniority.

6.08 b) - If the vacancy is in a non-classified occupation, selection shall be in accordance with Article 6.04 b) iii) for job bids or senior employee on recall.

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

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

6.08 e) - Layoff due to curtailment of work shall not

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

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

6.08 g) - If the Company determines that no employee bids qualify for a posted vacancy then it may meet with the Union to discuss alternatives prior to filling the vacancy.

6.09 – TERMINATION

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

6.09 a) - if the employee quits;

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

6.09 c) - if the employee is absent without leave for a

period of three (3) consecutive scheduled work shifts, which case shall be considered as though the employee quit as of the day before the commencement of such absence, unless the reasons which prevented the employee from requesting such leave of absence are judged valid by the Company.

6.09 d) - if the employee does not comply with 6.08 e) and **9**;

6.09 e) - layoff by the Company due to curtailment of operations for sixty (60) consecutive months;

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

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

6.10 - TEMPORARY VACANCIES

6.10 a) - Temporary vacancy is created by an employee who reports himself/herself ill, L.O.A, A&S, W.H.S.C.C., Vacation, Extended Vacation.

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

6.11 - EMPLOYEES TRANSFERED OUTSIDE THE BARGAINING UNIT

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

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

6.12 - POSTING OF SENIORITY LISTS

The Company will post a seniority list in suitable locations every June 1st and provide a copy to the Union. An employee may file a complaint, in writing, to the Personnel office as to the correctness of his/her seniority date, within thirty (30) days following the first posting of the employee's seniority date, and, subsequent to this period, the date (corrected if required) shall become final. Subsequent errors will be corrected to the aforementioned final date, and the Company will not be liable for any financial obligation as a result of errors arising out of the administration of these postings until seven (7) days after the filing of

the grievances calling attention to the errors.

6.13 – TESTING

6.13 a) - When practical skill assessments are administered on an employee's shift, they shall be taken on Company time. When an employee takes a practical skill assessment on his/her own time and, by taking such skill assessment the employee performs productive work, time required will be reimbursed at straight time rates. When practical, the Company will endeavour to use the same skill assessor where two (2) or more employees take the same practical skill assessments for the same vacancy.

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

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

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

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

procedure.

6.13 e) - Employees who fail a practical or theoretical examination required for acceptance of a job bid may be re-examined at their request up to a maximum of three (3) times.

ARTICLE VII

GRIEVANCE PROCEDURE

7.01 - There shall be a Union Grievance Committee, composed of one (1) member for every thirty (30) employees in the bargaining unit. In dealing with the Company, no more than two (2) members may act on the Union Grievance Committee at any one time.

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

GRIEVANCE PROCEDURE

Originate at Step	Time Limits to Originate Grievance	Time Limits To hear	Heard by	Maximum Union Rep. (paid regular wages or 1 hr. on own time)	Company Rep	Time Limits for Answer
One – Individual/Group	5	5 days	Team Leader	1 Grievance person (1 grievor representing Group and 2 grievance persons)	1 Company Representatives	Included in 5 days to hear
Two– Policy	5	10 days	Superintendent or designate HR Manager (Policy)	2 Grievance persons	Team Leader Employee Relations Witness	5 days
Arbitration	26		Rotational list of arbitrators			30 Days

7.03 - Should a regular employee feel that his/her complaint or problem could result in a written grievance, he/she shall take the following steps in order:

7.03 a) Step 1

Not later than five (5) days following the occurrence of the event giving rise to the grievance or the employee becomes aware of the situation, he/she will request a Step 1 meeting with their Team Leader, who will arrange to hold a meeting within five (5) days to discuss the matter. A copy of the Step 1 meeting request will be given to the employee and the Team Leader will forward a copy to the Union. When a Step 1 meeting is scheduled the employee may be assisted by one (1) member of the Grievance Committee and the Team Leader may be accompanied by another Company official. The grievance shall state the nature of the grievance, articles violated, and settlement sought as clearly as possible on the grievance form provided. The Team Leader will issue a signed, dated reply within five (5) days of receipt of the grievance to the employee.

7.03 b) - STEP 2

Failing settlement with the Team Leader in Step 1, the grievance shall be submitted to Employee Relations within a further five (5) days. The Company will inform, when possible, two (2) days in advance but in no case less than one (1) day in advance the Union at

Step 2, of the date, place and hour of the hearing of the grievance. Within ten (10) days, the Superintendent and/or their representative will meet each grievor accompanied by no more than two (2) Grievance Committee members, to discuss grievances presented at Step 2. At the same time, the grievor may submit any information relating to the grievance, which may help to clarify the matter. In order to give the matter proper consideration the Superintendent will render a decision in writing, stating the reasons, within five (5) days following the meeting in which the grievance was discussed at Step 2. Settlement or withdrawal of a grievance at Step 1 or Step 2 shall not set precedent.

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

7.05 - If the grievance is not settled as a result of the grievance meeting, or some other mutually agreed process, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement the grievance may be referred by either party to arbitration as provided in article VIII, however it is hereby agreed that no grievance may be referred to arbitration after a period of twenty-six (26) days from the date of the decision in writing of the Step 2 answer.

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

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

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

7.07 - Differences arising between the Union and the Company regarding the interpretation or alleged violation of this agreement shall be taken up at Step 2 of the grievance procedure and shall be heard by the Manager of Human Resources or designate.

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

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

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

7.09 - A group grievance shall be referred to Step 1. For group grievances, only one grievor representing the group will be accompanied by no more than two (2) members of the Grievance Committee at the Step 1 meeting. Such group grievances shall bear the signatures of all employees involved with the grievance.

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

7.11 – Differences arising between the Company and the Union as to the interpretation of the Co-operative Wage Study (C.W.S.) Manual shall be taken up at Step 2 of the grievance procedure. For the application of this paragraph, the Union's Grievance Committee will be representatives of the Co-operative Wage

Study committee. If a satisfactory settlement of the dispute is not reached within thirty (30) days, the matter may be referred within twenty six (26) days by either party to arbitration as provided in Article VIII below.

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

7.13 - In the event of the absence of either party at any step it shall be permissible at the expiration of the time limits specified for the other party to proceed to the next step of the grievance procedure.

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

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

7.16 - It is understood that management may bring forward at any meeting held with the Union Grievance Committee any complaint in respect to the conduct of

the Union in its dealings with the Company and if such complaint by the Management is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance filed under the procedures set out in article VII, Step 2 and referred to arbitration in the same way as the grievance of an employee.

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

ARTICLE VIII

ARBITRATION

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

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

D. Alcock
D. Buffet
J. Clarke
C. Fagan
J. Oakley
J. Scott

8.03 a) - An arbitrator unable to act when his/her turn comes up will be replaced by the following person in the list and, except by mutual agreement between the parties will not be used again until his/her name returns in the normal order of rotation.

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

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

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

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

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

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

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

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

8.09 - The Company and Union representatives for the arbitration will co-operate in the exchange of information to be introduced at the hearing as early as possible prior to commencement of the hearing.

8.10 - Expedited Arbitration

- a) **EXPEDITED ARBITRATION PROCEDURE** - The Expedited Procedure can only be used by mutual agreement of the parties to the collective agreement.
- b) **GENERAL PRINCIPLES** - The purpose of developing this expedited arbitration system is to both save cost and time while ensuring fair and reasonable decisions. To that end, presentations made in expedited arbitration should be short and concise and should include a comprehensive opening statement.
- c) **ARBITRATORS** - An arbitrator will be selected in accordance with the list.
- d) **HEARING** - Where practical, hearings are to be held in Company or Union facilities to reduce costs. Where the parties mutually agree lawyers will not be used to represent either side. In such instances the Local Union shall appoint one of its officers or another person to represent the Union, and the Company shall appoint one of the management staff or another person to represent the Company.

- e) **AWARD** - All decisions of the expedited arbitrator are limited in application to that particular dispute. The award of the expedited arbitrator sets no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding. The award is to be in written form; it should be a one to two page award setting out briefly the reasons for the decision. The arbitrator shall render his/her written decision within five (5) days of the hearing.

ARTICLE IX

MANAGEMENT GRIEVANCES

Number not used.

ARTICLE X

DISCHARGE CASES

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

10.01 b) - If the employee so desires and before presenting his/her case as a formal grievance, the employee may discuss the case with his/her Team Leader with the assistance of a grievance committee person. The Team Leader will be

accompanied by another Company official other than the official responsible for settling the grievance at a higher step.

10.02 - Such grievance (on a form provided by the Company) must be lodged with the head of the employee's department or the personnel supervisor or Employee Relations not later than two (2) days after the employee has received a written notice of the disciplinary action taken. The department head will arrange a mutually satisfactory time to meet with the employee to discuss the grievance. He/she may be accompanied by another Company official (other than an official responsible for settling the grievance at a higher step) and the employee may be accompanied by the Union Grievance Committee. Witnesses either party may require may also be heard. If a settlement satisfactory to the employee concerned *is* not reached within two (2) days of receipt of the grievance, the grievance may be presented as follows at any time not later than two (2) days thereafter.

10.03 - The aggrieved employee shall present his/her grievance to the Union Grievance Committee who, if they decide to continue the grievance, will forward it by registered mail to Employee Relations for referral to the Manager/General Manager. The Union Grievance Committee and the Manager/General Manager, or some other person designated by him/her, shall meet as promptly as possible and not later than three (3) days from the postmark date of the registered letter or e-mail to consider the grievance. At this stage, they may be accompanied by a representative of the Local

Union and/or the International Union if their presence is requested. Other officials of the Company may also be present at the meeting. At the request of either party, the aggrieved employee shall be heard. Witnesses either party may require may also be heard and at this time the aggrieved employee may also be in attendance. At this meeting, decisions in writing made at 10.02 will be presented. The decision of the Manager/General Manager shall be given in writing not later than two (2) days after the meeting with the Union Grievance Committee.

10.04 - If final settlement of the grievance is not completed within two (2) days after the closing of the meeting referred to in 10.03, the grievance may be referred within ten (10) days by the Union Grievance Committee to arbitration as provided in Article VIII above.

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

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

10.06 - Such grievance may be settled by confirming the management's action in dismissing the employee, or reinstating the employee with compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties. If the matter is not settled through the procedure outlined in this article and is taken to arbitration, the arbitrator will have full jurisdiction to uphold or reject the discharge or change the discharge to a lesser penalty of suspension and **fix** the duration of such suspension. In the event that the arbitrator rejects the discharge or changes the discharge to a lesser penalty of suspension, the employee shall be reinstated and paid his/her wages at his/her regular basic rate (less amounts earned by him/her during the time lost) for the time lost since the date of discharge, or for the period of time not covered by the suspension, limited to the scheduled work week for a maximum period of one hundred and eighty (180) days on which he/she would have been scheduled to work on an eight **(8)** hour shift or one hundred and twenty **(120)** days on which he/she would have been scheduled to work on a twelve (12) hour shift, to which will be added the number of days that the arbitration was delayed at the request of the Company. On the other hand, should the arbitration be delayed at the request of the Union, the number of days that the arbitration was delayed at the request of the Union will be deducted from any days to be paid.

ARTICLE XI

HOURS OF WORK AND OVERTIME

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

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

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

11.03 a) - 8 hour shifts

The first four (4) hours worked in excess of eight (8) hours in any day or hours worked in excess of forty (40) in any work week or on assigned days off shall be paid at the rate of one and one half ($1\frac{1}{2}$) times the regular rate. Hours worked in excess of twelve (12) in any day shall be paid at the rate of twice (2) the regular rate.

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

11.03 b) - 12 hour shifts

The first four (4) hours worked in excess of twelve (12) hours in any day shall be paid at the rate of one and one half (1½) times the regular rate. Hours worked in excess of sixteen (16) in any day shall be paid at twice (2) the regular rate. Hours worked on an assigned day off shall be paid as follows: the first twelve (12) hours at one and one half (1½) times the regular rate. Work scheduled and performed on Sunday will be paid for at the rate of time and one half (1½) for the first eight (8) hours and double (2) time for all hours in excess of eight (8). Work performed on an assigned day off on Sunday will be paid for at double (2) time rates should the employee have worked eighty (80) straight time hours in the pay period (two weeks). Should he/she not have eighty (80) straight time hours in the pay period, the first twelve (12) hours worked on his/her assigned day off on Sunday shall be paid at time and one half (1½).

11.03 c) - 10 hour shifts

The first four (4) hours worked in excess of ten (10) hours in any day shall be paid at the rate of one and one half (1½) times the regular rate. Hours worked in excess of fourteen (14) in any day shall be paid at

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

11.03 d) - Any time allowed and paid as overtime in any working day shall not be used to compute overtime during the work week and to the extent that hours are compensated for at overtime rates under one provision, they shall not be considered as hours worked in determining overtime under the same or any other provision.

11.03 e) - In any period of overtime, which ends with an incomplete half hour (½), that portion of the half hour (½) will be rounded to a full half hour (½) for pay purposes.

11.04 - Overtime hours will be worked on a voluntary basis provided the requirements of the service are met and it will be distributed equitably in rotation in each occupation where qualifications will permit. Overtime lists will be based on seniority and a list of overtime worked by all eligible employees will be posted. It is

understood that employees who are unavailable for overtime will be debited with the number of hours they would have worked had they been available. It is also understood that employees who consistently refuse overtime may be temporarily dropped from the eligible list and may be reinstated on the list upon request.

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

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

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

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

intention of the parties to respect the structure of the normal week.

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

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

11.07 c) – Should an employee's shift schedule be changed without having given him/her at least twenty-four (24) hours notice of the change, he/she will be paid at the rate of double time (2) for hours worked on the first shift of the changed schedule.

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

RATES OF PAY

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

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

RATES OF PAY

10 HOUR SHIFT SCHEDULE			
		Monday to Saturday	Sunday (premium)
Daily	0 - 8 hours	1.0	1.5
Daily	10.01 - 14 hours	1.5	2.0
Daily	14.01 + hours	2.0	2.0
Weekly	0 - 40 hours	1.0	1.5
Weekly	40.01 + hours	1.5	2.0
Scheduled Day Off	0 - 10 hours	1.5	2.0 (if 40 in week)
Scheduled Holiday	0 - 10 hours	1.5	2.0 (if 40 in week)
Scheduled Holiday	10.01 - 14 hours	2.0	2.0
Scheduled Holiday	14.01 - 16 hours	2.5	2.5

ARTICLE XII

SHIFT PREMIUMS

12.01 - For the purpose of this Article:

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

12.01 b) – All shifts beginning after noon (12:00) and up to eight (8:00) p.m. will be afternoon shifts, for which a shift premium of thirty cents (\$0.30) per hour shall be paid.

12.01 c) – All shifts beginning after (8:00) p.m. and up to six (6:00) a.m. will be night shifts, for which a shift premium of forty-five cents (\$0.45) per hour shall be paid.

12.02 - Shift premiums shall be computed in overtime.

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

ARTICLE XIII

WAGES

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

Standard Hourly Wage Scale

13.01 - Effective on March 1, 2004 the Standard Hourly Rate for each occupation shall be as follows:

STANDARD HOURLY WAGE SCALE

Occupation	September 1, 2006
Labourer	23.35
Operator Maintainer Fully Qualified *	26.15
Senior Operator Maintainer Fully Qualified**	27.55
Process Controller Fully Qualified	28.39
Stationary Engineer – 4 th class	26.15
Stationary Engineer – 3 rd class	26.99
Stationary Engineer – 2 nd class	29.51
Maintainer/Operator-Mechanical 1 – Journeyperson'	28.11
Maintainer/Operator-Mechanical 2 – Journeyperson'	28.95
Maintainer/Operator-Electrical 1 – Journeyperson'	28.95
Maintainer/Operator-Electrical 2 – Journeyperson'	29.51

NOTE: (1) Apprenticeship rates are outlined in the Apprenticeship Schedule A

This table does not reflect the occupations of those individuals who have exercised the

Note:

* Mine job flexibility progression to continue unchanged at \$25.27, \$25.55, and \$25.83

** Mine job flexibility progression for shovel operator to continue unchanged at \$26.95

NOTE: \$0.88 fold-in from the C.O.L.A is included in the rates in the above table.

Rates will be adjusted on March 1st of subsequent years as follows:

+ 1/3 actual COLA float as at March 1, 2005

+ 1/3 actual COLA float as at March 1, 2006

13.02 - The standard hourly rate for each occupation shall be the standard hourly rate for all within such occupation and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

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

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

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

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

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

Production & Maintenance Occupations

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

any employee during such time as the employee is required to perform such occupation.

Trade or Craft Occupations

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

Out-of-Line Differentials

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

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

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

13.07 c) - standard hourly rate of such occupation;

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

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

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

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

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

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

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

13.12 - If such employee referred to in Paragraphs 13.09, 13.10 and 13.11 shall be returned to the occupation for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

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

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

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

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

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

Learner Rates

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

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

13.18 a) - 13.22 – deleted, due to negotiated rates

and listed learner periods

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

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

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

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

Training of Employees for Occupations

13.27 - Employees who possess the necessary qualifications and ability shall be eligible for training for the respective trade or craft occupations. Such employees shall be selected in accordance with the provisions of this

Agreement which apply for filling of vacancies.

SCHEDULE "A"

Schedule of Apprenticeship Progression based on the Provincial Apprenticeship Program

BLOCKS	BLOCK 1		BLOCK 2		BLOCK 3		BLOCK 4		SPECIALIZED		JOURNEYPERSON
PERIODS	P- 1	P- 2	P- 3	P- 4	P- 5	P- 6	P- 7	P- 8	P-9	P-10	
	26.15	26.43	26.71	26.99	27.27	27.55	27.83	28.39	28.95	29.51	MO-Elect.2
	25.87	26.15	26.43	26.71	26.99	27.27	27.83	28.39	28.95		MO-Elect. 1 & MO-Mech.2
	25.59	25.87	26.43	26.99	27.55	28.11					MO-Mech. 1
APPRENTICE						TRADESPERSON					

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

Progression to the next block is based on required time in the trade (as seen below) and successful completion of the Government's Advanced Training Program for each year.

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

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

Journeyman status is achieved following completion of 7200 hours and the Advanced Training Program and government accreditation

13.28 – Article not used.

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

13.29 b) – deleted, due to negotiated rates

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

13.31 and 13.32 – deleted due to negotiated rates.

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

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

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

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

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

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

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

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

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

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

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

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

13.36 b) - be considered a regular occupant of such

occupation only after a determination of such employees qualifications and ability, made as provided in Paragraph 13.35 a), has disclosed that they are qualified, and

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

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

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

assigned to such learner schedule.

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

13.40 - The Union shall be consulted regarding:

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

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

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

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

13.40 c) - Deleted

General

13.41 - Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or Standard Hourly Rates shall be corrected to conform to the provisions of this

Agreement.

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

13.42 a) - All hours worked up to forty (40) hours in a week by learners will be taken into account in the computation of the 520-hour, up to 2080-hour training periods.

13.42 b) - Employees who attend required scheduled training outside working hours will be paid one hour at straight time rates for each hour in attendance at such training.

NORTHERN ALLOWANCE

13.43 – Effective March 1, 2004 a Northern Allowance of two hundred and forty-seven (\$247.00) per month per single status employee and two hundred and sixty-two dollars (\$262.00) per month per married status employee will be paid subject to the following conditions:

13.43 a) - One (1) only Northern Allowance per family will be allowed at the married status rate.

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

13.43 b) (ii) - Annual or extended vacation pay

received at layoff or while on layoff or upon termination of employment is not considered as vacation taken or as earnings for the purpose of Northern Allowance.

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

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

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

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

13.44 – Employees retiring or permanently disabled are eligible for relocation benefits of seventeen hundred and fifty dollars (\$1,750.00) with receipts and seventeen hundred and fifty dollars (\$1,750.00) cash payment if they relocate outside the immediate area within a maximum period of thirty six (36) months immediately following their official retirement date.

ARTICLE XIV

REPORTING AND CALL BACK

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

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

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

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

14.02 - Employees called out to work outside their normal and regular hours shall be paid a minimum of

four (4) hours at straight time rates or twice the regular rate for actual hours worked on the call-out, whichever is the greater. Work required under the foregoing circumstances will be confined to work necessitated by the call-out. If, however, employees are informed before the end of their regular shift to commence work before their next regular starting time, the time will be computed continuously with the regular day's work and the time worked before the regular starting time will be paid for at the applicable rate.

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

“Normal” overtime will be paid for:

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

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

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

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

14.03 e) - The employee called in to work and advised at least four (4) hours before the start of the work and for the day shift he/she will be advised before midnight.

Call-Out time will be paid for:

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

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

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

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

ARTICLE XV

VACATION WITH PAY

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

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

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

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

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

Annual vacation pay shall be computed by multiplying the employee's gross earnings for 'the preceding payroll year by the appropriate percentage factor outlined above.

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

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

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

15.03 b) - Minimum allowable vacation is 7 days.

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

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

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

15.04 b) - Maximum days allowed vacation shall be reduced, on a prorata basis, by complete months not worked due to layoff or medical but in no case will the maximum days allowed be less than fourteen (14). At time of vacation, an employee will be allowed a leave of absence without pay for any vacation time cut due

to layoff or medical, if he/she wishes. However, an employee's medical leave must cover a period of not less than two months during the calendar year to be prorated.

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

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

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

15.07 a) - This is to confirm our intent with respect to annual vacation pay. All employees will be paid by the continuous pay model, however those employees who had opted out for the 2004 vacation year may continue to opt out for the life of this Collective Agreement. No

other employees will be permitted to opt out of the continuous pay.

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

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

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

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

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

15.10 VACATION SCHEDULING

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

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

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

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

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

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

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

If during scheduling, there are available summer

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

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

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

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

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

motor home, camper, camper pick-up or boat on trailer. Any charges incurred in excess of 6,000 pounds will be at the employee's expense. For the purpose of this article the personal automobile may be in the spouse's name. Furthermore, each employee will be entitled to a second free return passage for his/her personal automobile from Labrador City to Sept-Iles or Schefferville via Quebec North Shore & Labrador Railway.

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

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

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

for his/her personal trailer, as set out in 15.1 ■ a).

15.11 d) - During the term of the current collective agreement, the Company will administer the provisions of Paragraph 15.1 ■ a) as follows:

15.11 d) (i) - The space in the car carrier shall not be more than 6'11" X 7' X 18' in dimension;

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

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

15.12 – EXTENDED VACATION

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

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

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

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

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

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

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

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

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

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

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

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

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

15.12 h) - In cases of employment termination due to Technological, Organizational or Operational Changes, extended layoff, death of an employee, retirement (normal, early, special early, postponed) under the Pension Plan Agreement governing this bargaining unit, employees or beneficiaries of deceased employees, so terminated will be entitled to a prorata EV based on the service period completed at such termination date since last previous entitlement

date to EV or since hiring date, as the case may be.

15.12 i) – Service Bonus:

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

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

ARTICLE XVI

HOLIDAYS

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

- | | |
|-------------------|-----------------|
| New Year's Day | Regatta Day |
| St. Patrick's Day | Labour Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

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

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

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

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

twelve (12) hours. Employees on a twelve (12) hour shift required to work on a holiday will be paid as follows: 150% of their regular rate for the first twelve (12) hours; 200% of their regular rate for the next four (4) hours; 250% of their regular rate for all hours worked over sixteen (**16**) hours. Employees on a ten (10) hour shift required to work on a holiday will be paid as follows: 150% of their regular rate for the first ten (10) hours, 200% of their regular rate for the next four (4) hours, 250% of their regular rate for all hours worked over fourteen (14) hours.

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

16.03 - Holiday pay hours shall be considered as hours worked only to make the hours actually worked after the holiday within the work week (i.e. Monday through Sunday) eligible for overtime. If the holiday falls on a day following the last day worked by the employee in the work week, the holiday pay hours shall not be considered as hours worked for the purpose of computing overtime.

ARTICLE XVII

LEAVE OF ABSENCE

17.01 a) - An employee may be granted a leave of absence upon submitting a written request to his/her

Team Leader outlining reasons for the leave and its length. Approval or refusal of a leave of absence and its length will be made by Team Leader based on departmental requirements and will be communicated to the employee. Leave of absence will not be arbitrarily denied. The only benefits accrued during leave will be seniority and those other benefits the collective agreement specifically states will be accrued.

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

17.01 c) - The Company will administer fit to return to work slips concerning lost time accidents resulting from accidents during working hours and medical leaves of absence requiring hospitalization in a city other than the city of residence on the following basis:

17.01 c) (i) –Accidents during working hours:

An employee returning to work following a lost time accident provided the normal procedure was followed in conformity with the rules of the Workplace Health, Safety and Compensation Commission, will report to the Occupational Health Department with proof of physical fitness from his/her attending physician.

Should the Company require further evidence of physical fitness through a Company designated physician, the Company will pay for the required examination and will pay the employee at his/her regular rate for scheduled hours lost resulting from such an examination.

17.01 c) (ii) – Leave of absence requiring hospitalization:

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

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

17.02 a) - In case of death in his/her immediate family, an employee will be allowed a maximum of twenty-four (24) consecutively scheduled hours based on the day of the funeral, with pay at his/her basic rate provided the employee actually loses the time on account of such death.

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

of the employee's authorized leave of absence.

17.02 c) - For the purpose of paragraph a) "immediate family" is defined as wife or husband, daughter, son, step-child, brother, sister, father, mother, step-father, step-mother, father-in-law, mother-in-law, sister-in-law, brother-in-law, employee's grandfather, grandmother and grandchildren.

17.03 - During the life of this Agreement, to further an employee's educational standard, leaves of absence may be granted without pay to a maximum of eleven (11) employees at any one time, who have at least two (2) year's seniority in the bargaining unit to attend on a full time basis, a course of studies of at least six (6) month's duration at a recognized educational institute. Employees must submit a letter of acceptance from the institute not less than two (2) weeks prior to the start of the leave requested. Such leave shall at no time exceed the time required to complete the course of study in that academic year and Paragraph 17.01 shall apply. Seniority will be considered in granting leaves of absence, however, if the course of studies lasts more than one (1) year, renewal of the leave will be considered ahead of new leaves.

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

17.04 a) - The period of such leave shall count for seniority, and service for accrual of annual and sick leave but not entitlement to those benefits in respect of

the period of such leave. Maternity, paternity or adoption leave of absence will be granted to employees who have acquired seniority in the bargaining unit. Such request for leave shall not be refused by the Company.

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

17.05 Jury Duty

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

1. an employee must provide the Company with a statement from the Court of jury or witness allowances paid and the days on which jury duty was performed;
2. no jury duty pay will be allowed for any day for which the employee is entitled to vacation or

holiday pay. An employee who is scheduled for vacation while acting as juror may reschedule vacation in a free period;

3. Minimum of three (3) days notice, when possible, along with copy of the summons must be provided to the employee's Team Leader.

ARTICLE XVIII

ENVIRONMENT, SAFETY & HEALTH

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

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

18.01 c) – The Company and the Union agree that in order to achieve high safety standards, proper attitudes must be developed by all concerned due to the primary role of the human element in any sound accident prevention, industrial diseases and

environmental programs with visible support from senior management and the union executive.

18.02 a) - There shall be two (2) Union representatives on the JOSHE Committee appointed by the Union. They shall be composed of one representative each of Product Manufacturing and Primary Ore and will have work experience in the area they represent. These representatives shall be known as Co-chairs.

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

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

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

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

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

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

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

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

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

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

hazardous chemicals, fumes, dust or vibration as they pertain to employee's health and reported unsafe conditions. A report of the inspection shall be prepared by the Company and transmitted to the Union Co-chairs setting forth their findings.

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

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

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

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

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

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

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

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

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

request appropriate governmental intervention.

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

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

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

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

When the Company introduces new personal protective apparel or extends the use of protective

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

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

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

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

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

physician.

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

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

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

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

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

employee.

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

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

18.15 a) - if the employee does not use the services of the Company optometrist, he/she will be reimbursed a maximum of forty-five dollars (\$45.00) for an eye examination, not more than once a year, upon presentation of a proper doctor's invoice;

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

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

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

under the Workplace Health, Safety and Compensation Commission Act.

18.16 b) – Should the Company not offer the employee an occupation of equal or higher rate, the employee will be treated as being laid off and Paragraph 6.05 will apply.

18.16 c) – If the employee is treated as being laid off, the Company will maintain the difference between the rate of the regular occupation held and the rate of the occupation obtained through the provisions of Paragraph 6.05.

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

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

the third physician will be paid by the Company.

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

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

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

18.17 d) – Number not used.

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

18.17 f) - Due to the responsibility placed upon the persons who hold these positions, the parties agree

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

ARTICLE XIX

NOTICES

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

To the Company:

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

To the Union:

Recording Secretary, Local 5795,
United Steelworkers of America
105 Hudson Drive
Labrador City, Newfoundland & Labrador
A2V 1L4

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

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

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

ARTICLE XX

CONTRACTING OUT

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

20.02 a) - No employee in the bargaining unit will be laid off or displaced to a lower rated job because of work normally accomplished by the employees in the bargaining unit being contracted out, or such work being performed on site by a contractor. Furthermore, before contracting out such work, the Company will recall, in accordance with 6.07, qualified employees who are laid off or displaced, for such work, provided these employees are available.

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

time a contractor's employee is working in a similar occupation on site.

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

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

20.04 – Not less than ten (10) days before the Company finally decides to contract repair, maintenance or production work which is normally carried out by its regular qualified employees, the Company will notify the Union committee in writing. When the Company cannot give the ten (10) days' notice, a verbal notice will be given immediately when it becomes possible to do so and confirmed by e-mail. Within five (5) days of the notice providing the detailed information as set out in 20.03, should the Union committee so request, a meeting of the committee will be held to review this information.

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

20.06 - Any alleged violation of the provisions of Article XX shall be subject to the grievance procedure and processed in accordance with Paragraph 7.07.

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

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

20.09 - SPECIAL ACCELERATED ARBITRATION PROCEDURE

20.09 a) - Purpose

The purpose of this special accelerated arbitration procedure is to settle expeditiously disagreements relating to contracting out work within the context of Article XX of the Collective Agreement. These

provisions are not necessarily related to an announced layoff.

20.09 b) - Nomination of the Arbitrators

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

20.09 c) - List of Arbitrators

D. Alcock
D. Buffet
J. Clarke'
C. Fagan
J. Oakley
J. Scott

20.09 d) - Arbitration Procedure

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

20.09 d) (i) - Once the grievance has been filed, either Co-chair of the parties' Contracting Out Committee will contact one of the arbitrators in rotation so that he/she may set the grievance hearing as soon as possible. The hearing will take place as soon as the arbitrator has indicated his/her availability.

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

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

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

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

20.09 e) – Responsibilities and Duties of the Arbitrator

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

20.09 e) (ii) - The authority of the arbitrator is limited to the application and interpretation of the Collective Agreement and to the grievance in dispute.

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

ARTICLE XXI

STRIKES AND LOCK-OUTS

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

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

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

ARTICLE XXII

AUTHORITY OF THE UNION

22.01 - The United Steelworkers of America (Local 5795) and its duly appointed or elected representatives agree that they have authority from the members of the said Union to enter into this Agreement and agree that this Agreement shall be binding upon the same Union and/or its members under the Laws of the Province of Newfoundland and Labrador.

ARTICLE XXIII

VALIDITY OF THE AGREEMENT

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

ARTICLE XXIV

HEADNOTES

Number not used.

ARTICLE XXV

LEGAL TEXT

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

ARTICLE XXVI

DURATION OF THE AGREEMENT

26.01 - This Agreement shall become effective on March 1, 2004 and shall remain in full force and effect until the 28th day of February 2007.

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

IN WITNESS WHEREOF Iron Ore Company of Canada has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the duly appointed or elected representatives of United Steelworkers of America (Local 5795) have hereunto set their hands and seals this 24th day of May, 2006.

IRON ORE COMPANY OF CANADA

H. Bruce-Veitch

T. Eldem

T. Dumaresque

W. Doucet

T. Grouchy

B. Leaman

G. Taylor

UNITED STEELWORKERS OF AMERICA
Local 5795

G. Kean

T. Harris

P. Hinchey

R. McGrath

A. Banfield

K. Dawson

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