

THIS AGREEMENT

Made at Campbell River in the Province of
British Columbia, and effective this first day of
October, 1983

BETWEEN

WESTMIN



WESTMIN RESOURCES LIMITED

MYRA FALLS OPERATIONS

(hereinafter referred to as the
"COMPANY" OF THE FIRST PART)

AND



C.A.I.M.A.W.

LOCAL 19

OF THE SECOND PART

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ARTICLE 1

PREAMBLE

The parties to this Agreement recognize it is in their mutual interest to promote, as fully as possible, conditions of safety to the employee, economy of the operation and protection of property. These conditions can best be maintained by harmonious relations between the Company and the employees and by the settlement, in an amicable manner, of all disputes which may arise. The Company and the employees shall co-operate fully for their mutual benefit.

ARTICLE 2

EMPLOYEES COVERED BY THE AGREEMENT

2.01 The term employees as used in the Agreement shall include all hourly rated employees of Westmin Resources Limited and its subsidiary companies covered by the certification who are engaged in mining, treatment and transportation operations related to the Myra Falls Properties of the companies except those employees in a confidential, supervisory, technical, executive, security or clerical capacity. The term supervisory as applied to employees as herein designated includes (without restricting the generality of the expression) foreman, shift bosses, and employees of the companies who have the authority to hire or discharge.

2.02 An employee who is replacing a member of staff for any reason for a temporary period up to a maximum of ninety (90) calendar days, shall be considered as a member of staff. Upon completion of such temporary period he shall return to the group classification that he left.

In the case of promotion to staff, the employee will cease to accumulate seniority after ninety (90) calendar days, but will retain his previous seniority should he return to the bargaining unit,

ARTICLE 3
UNION RECOGNITION

3.01 The Company hereby recognizes the Union as the exclusive representative of the employees covered by this Agreement for the purpose of conducting collective bargaining regarding rates of pay, hours of work and other working conditions; and the Company will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

3.02 The Company recognizes that it is not the function of persons of or above the rank of foreman to perform work which is currently being performed by an employee in the bargaining unit except under emergency conditions, the purpose of training, instruction, or for metallurgical research. It is understood that the working foreman (supervisor) shall attempt at all times to have a member of the bargaining unit assist him in any emergency. An emergency shall be defined as a major disruption in production, or where there is a danger to life or limb.

3.03 The Company will not contract out work which is normally performed by employees in the bargaining unit, except to make the operation more efficient, and will not do so if it has the result of laying off or reducing the rate of pay of employees who have the ability to perform the work. The Company shall endeavour wherever possible and practical to have its sub-contract work performed by a union shop.

ARTICLE 4
TERM OF AGREEMENT

4.01 This Agreement will be effective from October 1, 1983 to and including August 31, 1986 and thereafter from year to year unless written notice to terminate or amend the Agreement at the expiration of any yearly period is given to either Party to

the other within the four (4) month period prior to the termination date.

4.02 Within ten (10) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement will commence negotiations.

4.03 By agreement of the Parties hereto, the provisions of Section 66(2) of the Labour Code of British Columbia are specifically excluded.

ARTICLE 5 RIGHTS RESERVED TO MANAGEMENT

5.01 The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by the employees, such rules and regulations shall not be inconsistent with the provisions of this Agreement provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees. Changes made to rules and regulations shall be posted and a copy of such changes sent to the local Union.

5.02 Nothing contained in this Agreement shall be deemed to obligate the Company to continue to operate any of its plants or properties, or any part thereof.

5.03 The Company shall always have the right to hire, discipline, demote and discharge employees for proper, just and reasonable cause. The selection of lead hands and all other supervisory employees shall be entirely a matter for the Company's decision.

ARTICLE 6
NO DISCRIMINATION

6.01 The Company agrees that there shall be no intimidation or discrimination against any employee by reason of race, colour, creed, religion, sex or his legitimate activities as a member of the Union; and the Union agrees that there shall be no intimidation or discrimination on its part or by any of its members towards any employee of the Company.

ARTICLE 7
LOCKOUTS OR STRIKES

7.01 The Company shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage, or participate in any strike, walk-out, suspension of work, or a slow-down against Westmin Resources Limited during the life of this Agreement.

7.02 No employee(s) will be subject to disciplinary action for honouring a lawful picket line as permitted under the Labour Code of British Columbia.

ARTICLE 8
UNION ACTIVITIES
ON COMPANY TIME

8.01 (a) Chief Steward, Stewards and other Committeemen will be designated in writing by the Union to the Company. For the purpose of meeting with Company representatives, the Grievance Committee will consist of not more than three (3) members as designated by the Union.

When the legitimate business of a Grievance Committeemen or Chief Steward, Stewards and other Committeemen require him to leave his job or department, he shall first receive permission from his foreman or department supervisor, which permission

shall not be unreasonably withheld, and he shall not suffer loss of pay for time spent in the performance of these duties during his regular working hours.

(b) Meetings between the Company and Union will be held during working hours. Such meetings will be scheduled at the convenience of the Company and the Union.

8.02 A Union representative or representatives shall be permitted entry to the Company's property subject to the decision of the Company as to the number of such representatives to be granted such entry at any one time. Such Union representative or representatives shall be granted permission to use camp and cookhouse facilities, but the Company reserves the right to determine on what basis and for what period of time such permission shall be granted.

ARTICLE 9 BULLETIN BOARD

9.01 The Company agrees that bulletin boards and distribution boxes will be made available in the Dry, Shop, Cookhouse and Concentrator for Union purposes, provided that the use of the boards shall be restricted to the posting of notices regarding the business affairs, meetings and social events of the Union. All notices must be approved and signed by a member of the Local Union Executive. The Company reserves the right to revoke this privilege if slanderous or defamatory material is posted on the boards.

ARTICLE 10 LEAVE OF ABSENCE

10.01 Any employee selected as a delegate or representative of the Union necessitating a leave of absence, shall be granted such leave of absence without pay, provided that it does not exceed a period of one (1) year upon making proper application in writing to the Company.

10.02 The time spent as a delegate of the Union or on other authorized leave of absence for Union purposes as set forth in 10.01 of this Article shall not in any way jeopardize his seniority but shall not be considered as time worked for the purpose of determining vacations.

The Company shall not be required to grant this leave to more than a total of three (3) persons and no more than one (1) from each department at the same time and for not more than a total for all persons of five hundred (500) working days in one (1) year.

10.03 (a) Employees who have been elected or appointed by the Union to attend National or International gatherings will be granted a leave of absence without pay for this purpose. Not more than five (5) employees (three from underground and one from other departments) may take such leave at any one time, and they must give the Company three (3) working days notice, confirmed by the Union in writing. Not more than a total of one hundred and five (105) working days in a year need be granted for this purpose and no individual leave will exceed twenty-one (21) calendar days. The Company will continue MSA, life insurance and sickness and accident insurance up to twenty-one (21) calendar days for any individual leave. After that the employee will pay his own coverage by payroll deduction.

(b) Employees who have been elected or appointed by the Union to attend local union gatherings including negotiations, labour arbitrations or committee meetings with the Company will be granted leave of absence without pay for this purpose.

10.04 Any employee, on written notice setting forth good cause, may, at the discretion of the Company, be granted a leave of absence without pay. Such leave may be extended when similar written notice setting forth good cause is supplied. Whenever a leave of absence or extension is granted the employee shall be notified in writing. The Company

agrees to consider such requests in an equitable manner and such leaves shall not be unreasonably withheld.

10.05 In the case of death in the immediate family of an employee, the Company will grant the employee a leave of absence of one (1) day. If he attends the funeral of the deceased an additional two (2) days leave of absence will be granted if the funeral is on Vancouver Island. If the employee attends the funeral at a place other than on Vancouver Island, he will be granted a total of four (4) days leave. Immediate family shall mean Mother, Father, Wife, Children, Brothers, Sisters, Mother-in-law, Father-in-law.

If the employee is scheduled to work any of these days, he shall receive the hourly rate of his regular job for the number of hours he was scheduled to work. Two (2) extra days leave of absence, without pay, will be granted if the funeral is outside British Columbia. The above leave days will only be granted if the Company is notified of the leave requirement.

10.06 Recognizing that excessive absenteeism by employees creates staffing and scheduling problems the Parties agree:

(a) The Company will institute a 24 hour per day phone-in procedure, Employees are required to phone in, prior to the commencement of their shift, to inform the Company they will not be reporting for work and the reasons for the same.

(b) As justification for unauthorized absence the Company will recognize and accept statements signed by an employee verifying medical disability. Suitable forms will be available in every department.

(c) Where an employee demonstrates a pattern of absenteeism such as repeated Mondays, Fridays etc., the Company will give written notice to the employee inclusive of documentation of the said pattern; with a copy of the same to the Union. Such notice will require the employee to provide a medical

certificate for any future incidents or repetition of such pattern until an employee has gone six (6) clear months without repeating the pattern, The Company will pay any medical costs associated with such a request.

(d) In cases of prolonged absences, employees must provide the Company with as much advance notice as possible with regards to their expected date of return to work.

(e) Absence due to court duty or compulsory fire fighting will justify unauthorized absence. In such cases notification within three (3) working days by telephone or letter to the Company is required. In case of fire fighting, if notification is not possible, the fire fighting certificate will be acceptable in lieu of notification.

11.07 COURT DUTY; If an employee is summoned or subpoenaed for jury selection or jury duty or as a witness, the Company will grant the employee a leave of absence with pay, which will be the difference between his regular pay and the monies received for court duty. The employee must supply the Company with a statement of payment for duty.

ARTICLE 11 SAFETY

11.01 (a) Once each month a safety inspection of the property will be made. The inspection will be carried out by a group consisting of Company representatives, the Union Safety Committee Chairman and the Area Safety Committee Representatives familiar with the area being inspected. An employee from the Spit, appointed by the Union, together with a representative of the Company will conduct monthly safety inspections of the Spit area. The time spent on these inspections necessitating loss of time by employees delegated by the Union for an authorized safety tour shall be considered as time worked and payment shall be made on the basis of straight time. Under no conditions will punitive rates be paid.

(b) Thirty dollars (\$30.00) per day will be paid for each underground inspection in addition to regular wages for each employee involved in the regular monthly underground inspections.

(c) The Union Safety Committee will be advised of loss time accident investigation meetings and will be given the opportunity to send a Safety Committee member if they so desire.,

(d) Safety Committeemen delegated by the Union shall have the right to investigate all accidents and unsafe conditions but shall be accompanied by the Safety Director or in his absence a Company appointee.

11.02 After each inspection by the Safety Committee, the Committee will submit its findings in writing to a joint meeting of the Committee and Mine Management. The minutes of such meeting will be sent to the local Union, the National Union, the Mine Manager, and the Mines Inspection Branch.

11.03 Employees must obey all safety rules and report at once any unsafe practice or condition to their supervisors for correction as quickly as practicable.

11.04 (a) The Company will supply, where necessary, the following equipment:

- Safety Glasses (first pair)
- Safety belts
- Safety lines
- Mono goggles
- Grinding Goggles
- Electrician's high voltage gloves
- Safety asbestos gloves
- Painter's masks
- Dust respirators
- Locks for switch gear
- Aprons and face shields for handling
corrosive substances
- Ear muffs

(b) Prescription safety glasses purchased through the Safety Department will be supplied at 25% of cost.

(c) Where conditions of work underground require slickers, an underground employee will purchase his first set of slickers at cost less fifty percent (50%). Six (6) months thereafter on presentation of the worn set he will be provided with a new set as required, but not more often than once in six months.

Surface crews may also receive slickers if warranted following approval of the Department Head.

(d) Where conditions of work for mill and maintenance employees require coveralls, an employee will purchase his first pair of coveralls at cost price less ten percent (10%). Six (6) months thereafter on presentation of the worn set he will be provided with a new set as required, but not more often than once in six (6) months.

(e) Hard hats, gloves, boots and belts will be supplied at cost price less ten (10%) percent.

(f) Each employee will receive, without charge, one (1) hard hat during the term of his employment. Each employee required to work underground will also receive one (1) belt during the term of his employment. The foregoing is conditional that the employee continues employment with the Company for six (6) months following this issue. Should an employee terminate before the six (6) month period expires, the equipment will be charged at the prevailing price.

(g) Following the signing of this contract each employee will receive, without charge, on the anniversary date of his employment, one (1) pair of rubber safety boots and one (1) pair of rubber safety boots on each anniversary date thereafter. Surface and Mill employees shall have the option, once a year, of receiving a cash credit equal to the cost of rubber safety boots towards the purchase of approved leather safety boots.

ARTICLE 12
SENIORITY, TRAINING,
LAY-OFFS AND RE-HIRES

12.01 (a) Seniority shall be established on the basis of the individual's continuous service with the Company according to the records of the Company.

The Parties recognize that job opportunity shall increase in proportion to the length of service and departmental seniority of each employee concerned.

(b) The Company recognizes two (2) types of seniority; namely Company seniority and Departmental seniority. Company seniority is as per Article 12.01 and Departmental seniority refers to the length of an individual's continuous employment within a department as defined below.

MINE

MILL

PLANT (includes all shops, Spit and maintenance crews).

12.02 Seniority of each employee covered by the Agreement will be established after a probationary period of two hundred forty (240) scheduled working hours.

During this 240 hours' probationary period, the employer may terminate an employee's employment for performance which in the opinion of the management is inadequate.

The Company will notify the Union within three (3) working days of the termination of any employees under this provision.

12.03 A person originally hired by the Company to exercise a special trade or skill or to participate in a special assignment of work may be discharged when his employment at such special trade, skill or assignment comes to an end, notwithstanding anything in this Agreement to the contrary. The Company will advise the Union of persons so hired.

12.04 All promotions, transfers, filling of vacancies, lay-offs, terminations and rehiring after lay-offs or terminations will be done strictly in accordance with the principles set forth in 12.01 provided the employee has sufficient ability to perform the work required.

12.05 (a) Seniority will be accumulated and maintained for one (1) year during:

Occupational injury
Illness or non-occupational injury
Authorized leave of absence.

(b) Seniority will be maintained and accumulated during:

Absence due to lay-off up to twelve (12) months with less than three (3) years' seniority.

Absence due to lay-off up to eighteen (18) months with three (3) to five (5) years' seniority

Absence due to lay-off up to twenty-four (24) months with more than five (5) years' seniority.

(c) Seniority standing will be lost if an employee:

Voluntarily quits

Is discharged for cause and not reinstated

Is recalled to work and does not report within the limits as per Article 12.16

Is still on lay-off and the seniority retention period has elapsed as per Article 12.05 (b).

12.06 The Company is not obligated to consider seniority in the case of non-permanent promotions not in excess of thirty (30) working days or in the case of non-permanent demotions not in excess of seven (7) working days but such periods of time may be extended by mutual agreement. However, it is agreed that if absenteeism is not a factor in the temporary vacancy, the Company will give first consideration for

such job vacancies to persons who have applied for job training for the job in question under 12.13 (a).

12.07 (a) A move from one job classification to another involving no change in rate shall not be considered as a promotion or demotion. An employee shall not be promoted until a vacancy occurs in a higher job classification provided that if an employee is absent from his normal job because of sickness, accident or authorized leave but is not transferred he shall, on his return, be placed in the job classification he would have held had he not been absent.

(b) In promotion or demotion, change of his job and if to be trained on another job within the bargaining unit - the Department seniority of each employee concerned will be considered.

i) If the transfer of an employee is required by the Company from one department to another for efficient conduct of operations, seniority in his new department shall be equal to that which he previously held.

ii) If an employee is transferred to another department at his own request, he shall have no departmental seniority in his new department.

12.08 All job vacancies expected to last thirty (30) working days or more will be made known by posting on Notice Boards for five (5) working days. The posting will include the shift, the rate of pay, and the location of the job vacancy.

12.09 Vacancies will be filled from among those applicants who are capable of doing the job and who apply within the time during which the notice is posted. As between applicants Article 12.01 to 12.04 shall apply.

12.10 Employees who have hired into one department will not be eligible to bid on a job posting outside of their department until they have accumulated at least six (6) months seniority.

12.11 Labourer positions are entry positions and will not be posted.

12.12 If an employee is transferred to another department at his own request, he shall have no right to bid into another department for six (6) months.

12.13 (a) Employees who desire an opportunity to qualify for another job in the bargaining unit may file a written application with the Personnel Office for training on a specific job. Suitable forms are available in the Personnel Office. The Company will provide opportunities to applicants to qualify according to Company seniority provided the applicant is suitable for training.

(b) Whenever the Company determines the need to train personnel for certain jobs it will consider those who have so applied. Selection from those who have applied will be made in accordance with Article 12.04.

(c) After an employee is deemed qualified in a fair and equitable manner by the Company to perform all aspects of the job, he shall be paid at the rate of the job at such time as he is actually performing the job.

(d) Job vacancies created by termination, permanent transfers, promotion or demotion, will be filled wherever possible by employees who have made application under 12.13 (a).

12.14 An underground employee(s) who is directed to train other employees will be guaranteed a production bonus equal to his average bonus calculated over the three months prior to his assignment as a trainer.

12.15 In the event of a general reduction of crews, the persons affected shall be laid off in the inverse order of their Company seniority, as per Article 12.01 (a), (b). When it is necessary to increase forces the men shall be re-employed as closely as possible in the inverse order in which they were laid off, provided they are qualified for the job that is open.

12.16 It shall be the responsibility of the laid off employee to notify the Company of any change in their current address and telephone number. Such notifications shall be by registered mail. In the event that an employee fails to notify the Company in the manner outlined above, he will lose his right to re-employment. Laid off employees who have complied with the foregoing procedure shall be notified by the Company, by registered mail at their last known address, of the date on which they are to report for work. Should an employee fail to report within ten (10) days after receipt of the registered notice, the employee shall lose the right to re-employment.

12.17 The Company may employ students in reasonable numbers from time to time, provided that no employee shall be demoted, laid off or discharged to make place for a student, nor shall promotion within the bargaining unit be adversely affected. Students so hired will comply with all provisions contained in the Collective Agreement,

12.18 (a) In case of a planned shutdown of the Company's operation or a department thereof, resulting in lay-off of employees of more than thirty (30) days, the Company will give thirty (30) days notice or failing such notice, thirty (30) days severance pay in lieu thereof at the employee's basic hourly rate of pay.

(b) In the event that an employee is permanently laid off as result of closure of the Company's operation at the Mine, which is permanent or expected to last at least twenty-four (24) months, and where no alternative job is found within the organization, the employee will be paid a severance allowance of one hundred dollars (\$100.00) per year of service calculated to the nearest full month of service from his last date of hire. To qualify for this severance allowance, the employee must work his last scheduled shift before such permanent closure unless prevented from doing so by a verified case of disabling accident or illness, jury duty, bereavement or fire-fighting duties.

12.19 The Company will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of the Agreement. These lists will be posted and the Company will notify the individual involved and the Union of any revision of seniority. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information.

1. Employee's name and payroll number.
2. Employee's starting date.
3. Employee's regular classification.

Probationary employees will also be shown in the same manner. Additional revised lists will be furnished to the Union every three (3) months and will be posted on the bulletin boards in all departments.

ARTICLE 13 SETTLEMENT OF DISPUTE

13.01 The Parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees are therefore urged to try to settle their complaints with their foreman as soon after they originate as possible.

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

13.02 STEP 1: Within ten (10) days after the alleged grievance has arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee, who may be accompanied by his steward if he so desires, may present the grievance either verbally or in writing to his foreman. Failing settlement to the employee's satisfaction within three (3) days, the employee may proceed to Step 2.

13.03 STEP 2: Within five (5) days from the time settlement could have been made in the previous step, the employee, accompanied by his steward and a member of the Grievance Committee, may present the grievance in writing to his Department Superintendent. The Department Superintendent shall reply in writing within two (2) days of the presentation of this grievance under Step 2. Failing satisfactory settlement at this stage, the employee may proceed to Step 3.

13.04 STEP 3: Within five (5) days from the time settlement could have been made within the time limits of the previous step, the employee, accompanied by the Grievance Committee, may take the matter up with the Manager or his delegate. The Union Grievance Committee may be accompanied by a representative of the Union. Prior to submission to the Manager there shall be a written statement outlining the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated. Failing satisfactory settlement, within five (5) days by the Manager, either party may, on giving seven (7) days' notice in writing to the other Party, refer the dispute to arbitration.

13.05 Grievances involving the dismissal or suspension of an employee(s) and grievances of a general or group nature may be initiated at Stage 2 of, the grievance procedure provided they are submitted within ten (10) days of the time the dispute arose.

13.06 The Company shall have the right to refer any dispute regarding the interpretation or an alleged violation of the Agreement to the Grievance Committee of the Union. Failing a satisfactory settlement within seven (7) days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to a Board of Arbitration constituted in accordance with this Agreement.

13.07' (a) In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

(b) If the Union does not proceed to the next step within the time limits provided, the grievance shall be considered as dropped and cannot be re-opened.

(c) If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, he must receive permission from his foreman or shift boss. Such permission shall not be unreasonably withheld.

(d) Time limits for initiating steps two and three for employees working the 4 x 4 shift will be extended to eight (8) days.

13.08 It is agreed between the Parties that in the case of any arbitration, if both Parties agree, the case will be handled by a single arbitrator as follows:

(a) The arbitrator shall be chosen within five (5) working days following receipt of a written notice to arbitrate. He shall be chosen by the Parties from a panel listed by letter of mutual agreement and after the first choice the next and subsequent choice will be in order of listing.

(b) If either party in the case of any given dispute does not wish to submit that particular dispute to a single arbitrator, the arbitration procedure for that dispute will revert to the three man arbitration procedure, as outlined.

(c) The single arbitrator shall proceed under the same collective agreement conditions as set out for the three man arbitration and will have the same powers.

(d) If either party wishes the dispute to be heard, by a three man board rather than a single arbitrator, the Board shall consist of three members, one to be selected by the Company, one by the Union and a third mutually acceptable person who shall act as chairman to be chosen from the same panel.

In the event that the Union and the Company are unable to agree upon the selection of the third member of the Board, the Labour Relations Board of British Columbia shall be requested to appoint such third member. The decision of the Board of Arbitration or of a majority thereof in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

(e) Each Party shall pay the expense of the member of the Board of Arbitration chosen by it and all expenses incurred in connection with the presentation and preparation of its case, provided that the Parties shall bear in equal shares the expenses of the Chairman of the Board.

13.09 In the meantime, and in all cases while disputes are being investigated and settled, the employee or employees and all other parties involved, except an employee serving a disciplinary suspension must continue to work until a final decision has been reached, but where an employee or employees has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled. If the claim be made within five (5) working days that an employee or employees has or have been unjustly discharged, the case shall be dealt with according to this Article and if it's proven that he or they have been discharged without proper cause, he or they shall be reinstated.

13.10 In settling disputes both parties agree to exclude Section 96:1 of the Labour Code of B.C.

ARTICLE 14 WAGES

14.01 (a) The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is part of the Collective Agreement.

(b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).

(c) The Company and the Union agree to investigate a programme of Co-operative Wage Study with regard to its application at Westmin Resources Limited.

14.02 (a) New or Changed Job Classification

If any new job classifications are established, or if there is a significant change in the job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the parties hereto are agreed to negotiate a rate for the job(s) in question.

(b) If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

14.03 Cost of Living Allowance

A cost of living allowance will become effective on the 1st of January, 1985, C.O.L.A. will be calculated by referring to the C.P.I. Canada 1971 base = 100.

C.O.L.A. will be increased one cent (1c) per hour for each full 0.3 of a point change in the C.P.I.

C.O.L.A. will be calculated on:

(a) Base month — September, 1984 (published in October). Adjustment one cent (1c) for each .3 raise from September, 1984.

- (b) Payment initially during the last pay period in January, 1985, and thereafter on a quarterly basis.
- (c) All C.O.L.A. payments will be rolled in at time of payment.
- (d) It is understood that on October 1, 1984 and October 1, 1985 a twenty cent (20c) per hour C.O.L.A. pre-payment shall be paid and rolled in.
- (e) The amount calculated under (a) and (b) above will not become payable until it exceeds twenty cents (20c) per hour in the second and third contract years (i.e. 1984-85, 1985-86) and then it will be paid in the amount it exceeds the twenty cents (20c) per hour.

14.04 A lead hand premium of thirty cents (30c) per hour will be paid to employees specifically designated to lead two or more employees on special jobs.

14.05 (a) Any tradesman, journeyman or repairman I, II or III who works twenty percent (20%) or more underground in any one month will be required to have a silicosis card and will receive fifty cents (50c) per hour over and above his collective agreement rate.

(b) A Journeyman shall have a Certificate of Apprenticeship issued pursuant to the Apprenticeship and Tradesmen's Qualifications Act and Regulations made thereunder.

(c) Electricians and mechanics who are required to stay in camp on standby time shall receive a minimum of two (2) hours' pay at overtime rates over and above the daily wages to which they were otherwise entitled.

14.06 Wages will be paid by cheque every pay period upon the completed installation of the computer except for those employees on the "4 x 4" schedule. Such employees will be paid by Bank Deposit.

ARTICLE 15
HOURS OF WORK
OVERTIME AND PUNITIVE PAY

15.01 (a) The work week will begin and end with the start of the day shift on Monday morning and normally consist of five (5) working days of eight (8) hours each. The Company agrees to use its best endeavours to place as many employees as practicable on a Monday to Friday work week.

(b) One and one half the employees rate shall be paid for all time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week and for all work performed on an employee's regular designated day of rest.

(c) Double the employee's basic rate shall be paid for all work over eight (8) hours on days of rest and all work over ten (10) hours in one day.

15.02 (a) In continuous or semi-continuous operations the hours of work shall consist of a scheduled average forty-two (42) hours per week.

(b) Those employees whose schedule averages forty-two (42) hours per week as per Article 15.02 shall be paid at one and one half times their rate for all time worked in excess of an average of forty (40) hours in any one week (i.e. two (2) hours per week). In addition, one and one half times the employee's rate shall be paid for all time worked in excess of their regularly' scheduled hours per day or on a regular assigned day of rest. Double the employee's basic rate shall. be paid for all overtime exceeding two (2) hours on any regularly scheduled working day, and all work over eight (8) hours on days of rest, For employees thus affected — the Union hereby agrees to jointly apply with the Company to the Board of Industrial Relations for approval of a work schedule averaging forty-two (42) hours per week.

(c) Hours of work for employees required for full 24 hour coverage on seven (7) days per week shall

be four (4) shifts of twelve (12) hours rotated among the employees and they will be provided room and board at six dollars (\$6.00) per working day. The same charges shall apply to employees on "standby" required to stay at the camp.

15.03 A premium of one dollar twenty-five cents (\$1.25) over the applicable base rate will be paid for all time worked on regularly scheduled shifts falling on Saturdays and Sundays, This premium shall not apply for hours worked at overtime rates.

15.04 An employee reporting for work on the call of the Company shall be paid the employee's regular rate of pay for the entire period spent at the place of work in response to the call with a minimum in any one day of:

- (a) Four (4) hours' pay at the employee's regular rate except where the employee's condition is such that he is not competent to perform his duties or he has failed to comply with the Accident Prevention Regulations of the Workers' Compensation Board or the Mines Regulations Act or the Safety Rules of the Company.
- (b) If the employee commences work, four (4) hours' pay at the employee's regular rate except where work is suspended because of reasons beyond the control of the employer.
- (c) This paragraph shall not apply when an employee is asked before completing his regular shift to continue work beyond eight (8) hours.

15.05 Overtime shall not be paid more than once for the same hours worked.

15.06 If an employee is transferred to a higher or lower paid job for four (4) hours in any one (1) day he shall be paid at the higher rate for the full shift that day. An employee transferred to a higher paid job for less than four (4) hours in any one (1) day shall be paid at the higher rate for the time so employed if it is not less than one (1) hour but shall otherwise be paid his usual basic rate.

The above shall not apply to job assignments for the purpose of training under supervision.

15.07 In the case of all underground employees within the jurisdiction of this Agreement, eight (8) hours from Dry to Dry shall constitute a shift. In the case of all surface employees on non-continuous operations, there shall be an established lunch period not included in the eight (8) hour work day.

15.08 In cases where any employees are kept underground after the expiration of the regular shift due to causes over which they have no control, such time shall be considered as hours worked (straight time) provided that such time shall not be considered as hours worked if the cause is beyond the control of the Company.

15.09 An employee who works overtime that is expected to last more than two (2) hours beyond the completion of his normal shift will be provided with a hot meal by the Company. If the overtime continues six (6) hours beyond his normal shift, additional coffee and sandwiches will be supplied. Should an employee who normally commutes, work unscheduled overtime during an emergency, camp accommodations will be provided by the Company.

15.10 All employees will be allowed a reasonable opportunity for a coffee break, not to exceed fifteen (15) minutes, twice during each shift. These coffee breaks shall be arranged so as not to interfere with normal work sequences.

15.11 Notice of any change in regular shift schedule must be given to an employee by Thursday of the week previous to the week of the schedule change, except in the event of replacement for an employee absent without sufficient notice and/or emergency situations, Notice must be sent to the Union of any change of schedule involving four (4) or more employees in any one department. In the case of continuous operations notice will be given by the second last working day of the working cycle prior to the change of regular shift.

ARTICLE 16
SHIFT DIFFERENTIAL

16.01 (a) It is mutually agreed by the Parties hereto that an additional fifty cents (50c) per hour shift differential will be paid to all employees for all work performed on afternoon, twilight and midnight shifts.

(b) Shift differential rates will not be paid for the hours an employee works at overtime.

ARTICLE 17
STATUTORY HOLIDAYS

17.01 All work performed on the following days shall be compensated for at two and one-half times the base rate:

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

After completion of one (1) year's service, each employee will be entitled to two (2) floating holidays per year, subject to the same limitations as in Article 18.04. This will remain in effect only until such time as an additional statutory holiday has been declared by the Federal or Provincial Governments. At that time, the entitlement will be reduced to one floater per year.

This must be applied for at least 5 working days prior to the required time off for continuous operations and at least 2 working days prior to the required time off for all others.

17.02 Employees not working on the holiday set out in 17.01 of this Article shall receive pay subject to the following terms and conditions:

(a) When a holiday falls on a regular assigned day off, the next scheduled shift will be considered as the holiday for the employee concerned.

(b) To qualify for pay on a holiday, the employee shall work the last scheduled shift before the holiday and the first scheduled shift after the holiday.

(c) An employee unable to work his scheduled shift or shifts due to personal sickness will qualify for statutory holiday pay by presenting to the Timekeeper a medical certificate duly signed by a doctor stating the employee's illness prevented him from working his scheduled shift.

The Company will pay statutory holiday pay to disabled employees for any such holiday occurring during the first thirty (30) calendar days of the disability. No statutory holiday pay will be paid for any statutory holidays occurring subsequent to this thirty (30) day period. This shall include all employees receiving W.C.B. or other wage loss benefits.

(d) An employee who qualified for pay for a holiday under this Article, and who does not work on such holiday, shall receive his regular pay on the basis of his regular base rate (exclusive of shift differentials, overtime, bonuses, holiday or other premiums) as on the normal shift worked by him immediately prior to such holiday. An employee so qualifying shall not be entitled to such pay if he does not work on a holiday after having been required by the Company to work and having agreed. If an employee so qualifying does work as required by the Company on a holiday, he shall receive no pay under this section unless he works at least a part of his assigned shift thereon, when he shall be paid for the hours worked at two and one-half times the base rate as provided in Section 17.01 of this Article, and for the

remaining hours of the shift not worked he shall be paid at straight time.

(e) Notwithstanding anything in this Agreement, under no conditions shall any time be paid at a rate greater than two and one-half times the base rate.

ARTICLE 18 VACATION

18.01 Employees will receive vacation and be paid for the vacation in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	VACATION PERIOD	VACATION PAY
Less than one (1) year		4% of gross earnings
One (1) year but less than eight (8) years	Three (3) weeks	6% of gross earnings
Eight (8) years but less than fifteen (15) years	Four (4) weeks	8% of gross earnings
Fifteen (15) years and over	Five (5) weeks	10% of gross earnings

18.02 (a) Employees with five (5) or more years of service will receive an additional three (3) weeks bonus vacation with pay at two (2%) percent per week of his gross earnings for the previous year.

(b) For each five (5) year period, the employee will receive an additional three (3) week bonus vacation with pay at two (2%) percent per week of his gross earnings for the previous year.

18.03 All bonus vacations will be taken prior to the next five (5) year anniversary.

18.04 To maintain continuous, uninterrupted operations, the Company will schedule, on a seniority basis, the number of employees on bonus vacation not to exceed:

- Five (5) employees from underground
- Three (3) employees from surface
- One (1) employee from the Mill
- One (1) employee from the Spit

18.05 (a) Where practical the Company may schedule a vacation shutdown of all or part of its operation for up to three (3) weeks

(b) The Company maintains the right to schedule various parts of its operation during the shutdown. The employees necessary for these operations will be selected from those employees in the required job classifications who have indicated their desire to work during the shutdown according to Company seniority. Where there is an insufficient number of employees indicating their desire to work selection will be made in reverse order of Company seniority. Employees who work during the shutdown will take their vacation at a later mutually agreed upon time. The Company will give a three (3) month notice when work will be required during the shutdown.

(c) Vacation schedules will be posted in each department by February 15th of each year identifying whether or not there will be a vacation shutdown during July and August. In the event there is no shutdown employees will signify their vacation preferences by March 15th of each year. Vacations will be assigned by seniority giving employees with one (1) or more years seniority their preferences as much as possible and practical within classifications and departments. The Company will post in each department a list of employees and vacation time granted by April 15th of each year.

(d) After March 15th senior employees requesting unused or changing previously requested vacations shall arrange vacation dates by mutual

agreement between the employee and the Company: it being understood that the senior employee may not displace a less senior employee. Employees wishing to schedule unused vacation entitlement to be taken from November 1st through April 15th shall request such vacation entitlements by October 15th and the Company shall confirm the same by October 31st. The vacation schedule shall be posted and shall remain posted from April 15th through the remainder of the vacation year and shall be updated by October 31st.

18.06 Vacations in excess of the three (3) week shutdown for which employees may be eligible shall be scheduled sufficiently in advance and taken at mutually agreed upon time, that will allow for the maintenance of an adequate work force.

18.07 Vacation pay will be paid a maximum of one (1) week in advance of vacations and will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

ARTICLE 19 HEALTH AND WELFARE

19.01 The Company agrees to pay one hundred percent (100%) of the cost of covering employees registered with the Medical Services Association of British Columbia, including Extended Health Benefits Plan. Such employees must be full time day rate employees and both Company and employees agree at all times to comply with the Medical Services regulations.

19.02 The Company agrees to pay one hundred percent (100%) of the premium cost for all employees covered by Group Life Insurance Policy and a Sickness and Non-Compensable Accident Benefit Insurance Policy. The coverage will be as follows:

(a) The Group Life Insurance coverage will be thirty-two thousand dollars (\$32,000.00), effective April 1, 1984, on a double indemnity basis, and employees will be covered at the expiration of their probationary period.

Effective October 1, 1984 the coverage will be increased to thirty-four thousand dollars (\$34,000.00), and effective October 1, 1985, increased to thirty-five thousand dollars (\$35,000.00).

(b) The Sickness and Accident Policy will pay the maximum provided under U.I.C. (currently \$255 per week) for lost time beginning with the first day of an accident and with the eighth (8th) day of sickness and extending for a maximum period of fifty-two (52) weeks, New employees will be covered upon completion of the probationary period.

19.03 The Company agrees to pay one hundred percent (100%) of the cost of Medical Services Association Dental Plan A, basic services payment of claims to be at eighty percent (80%) and coverage in Plan B, with payment being at fifty percent (50%) and Plan C, with payment being at fifty percent (50%) up to a maximum of \$1,250 per eligible family member.

19.04 Employees to be covered must be full time day rate employees and must be registered with the Medical Services Association for the above mentioned Dental Plan.

19.05 Effective October 1, 1983 the Company's long term disability program will provide seven hundred dollars (\$700.00) per month (effective October 1, 1984 — seven' hundred and fifty dollars (\$750.00) per month and effective October 1, 1985 — eight hundred dollars (\$800.00) per month), less any benefits payable from Workers' Compensation if an employee is unable to work due to illness or accident as defined by the insurance carrier. Eligible employees would be those who have completed one (1) year's employment. There shall be a fifty-two (52) week waiting period before payments commence and

they will continue to the earlier of attainment of age sixty-five (65) or date of recovery.

19.06 As of October 1, 1984 the Company agrees to increase the pension plan from thirteen dollars (\$13.00) to fourteen dollars (\$14.00) per month per year of service.

ARTICLE 20 UNDERGROUND CONTRACT COMMITTEE

20.01 The Company shall recognize a contract committee consisting of three Union members. Such members shall be qualified by experience and the committee shall concern itself exclusively with matters relating to incentive contracts.

20.02 The Contract Committee, the Mine Superintendent and the Contract Engineer will meet monthly to discuss underground contracts and bonus. The purpose of such meetings is to solve problems of mutual concern, A spirit of co-operation is essential.

20.03 In the event of a dispute over contract prices or contract conditions, said dispute shall be presented to the Contract Committee and the Company Management for settlement.

20.04 The Company agrees that the incentive bonus schedule as presently constituted will remain in effect.

ARTICLE 21 UNION SECURITY

21.01 The Company shall honour a written assignment of dues to the Union.

21.02 An assignment pursuant to Section 21.01 of this Article shall be in the following form:

"To:

WESTMIN RESOURCES LIMITED

I hereby authorize you to deduct from my wages and pay to the CANADIAN ASSOCIATION OF INDUSTRIAL, MECHANICAL and ALLIED WORKERS, LOCAL 19, dues of two (2) times my regular hourly rate per month beginning with the month of:

_____, 19____ and/or such monthly dues per month or additional assessments as the Union Constitution and/or by-laws from time to time provide, and I hereby authorize and request you, without further authorization or requests from me to deduct and remit to the Union such other amounts."

CLOCK No. _____

EMPLOYEE'S NAME _____

(Sign)

21.03 Unless the assignment is revoked in writing and delivered to the Company, the Company shall remit the dues deducted to the Union at least once a month, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

21.04 If an assignment is revoked, the Company shall give a copy of the revocation to the Union.

21.05 (a) Notwithstanding any provisions contained in Sections 21.01, 21.02 and 21.03 of this Article, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

(b) The Company agrees to deduct once each month from the earnings of every employee covered by this Agreement, the sum equal to two (2) hours at the employee's base rate of pay, or such sum by way of monthly dues as may be fixed constitutionally by the Union,

21.06 The said deductions shall commence at the effective date of these sections, and in the case of each assignment by an employee entering the employment of the Company subsequent to the effective date of the sections with the calendar month in which his first pay cheque from the Company is received by him.

21.07 The Company shall during the life of this Agreement, deduct as a condition of each employee in the Bargaining Units continued employment, an amount equal to the Union dues from the first pay cheque due in each calendar month to each such employee and remit the same prior to the 10th day of the month following the month in which such deduction is made to the Financial Secretary of the Union. The Company will, at the time of making each such payment to the Financial Secretary of the Union, name the employees from whose pay such payment has been deducted.

21.08 (a) As a condition of employment, each new employee will join the Union within thirty (30) days of employment.

(b) All employees who are members of the Union on the effective date of this agreement and all employees who join thereafter shall remain members of the Union as a condition of continuing employment during the term of this agreement.

(c) Those employees who are not members of the Union on the effective date of this agreement and do not want to join are not affected by (b) above.

ARTICLE 22 GENERAL PROVISIONS

22.01 A written reprimand given by the Company to an employee will be signed by him and by the Shop Steward concerned, as an acknowledgement of its receipt, and a copy of the written reprimand will be sent to the Union immediately and shall be subject to

the grievance procedure. When a reprimand or disciplinary action involves suspension from work for a day or longer, and if such suspension involves an employee who normally commutes, the notice of his suspension will be given to him the day before his suspension is to commence. This is to prevent the employee travelling to the mine on a given day and not being allowed to work that day. After the period of six (6) clear months has elapsed from the date the reprimand was issued, all reference to the reprimand will be stricken from the records. The Company will give written reprimands within three (3) working days of the occurrence of the event provided that there is reasonable access to the employee.

22.02 MOONLIGHTING The Company and the Union agree that the practice commonly known as "moonlighting" is wrong in principle. The term "moonlighting" for the purpose of this clause shall refer to a full-time employee who regularly makes a practice of working for another employer for a substantial number of hours during the week.

(a) When this practice affects or conflicts with Company business or the employee's ability to perform his normal duties, it shall be cause for reprimand or dismissal.

(b) When this practice affects or conflicts with the Union policy, the Company agrees to co-operate with the Union re: reprimand or dismissal.

22.03 The Company and the Union will have printed in pocket size books, copies of this Collective Agreement. The Company will pay the cost of printing. Every employee will be provided with a contract book and fifty (50) copies will be provided to the Union,

22.04 An employee will receive two (2) hours pay for a medical examination as required for continued employment with the Company.

22.05 References of days, weeks, months, or years shall be understood to mean calendar days, weeks, months, or years, unless otherwise expressly provided in this Agreement.

ARTICLE 23
APPRENTICES

23.01 The Company will sponsor an apprenticeship training program as required.

23.02 (a) In the event of a reduction of forces, apprentices shall be laid off in accordance with their apprentice seniority within the group of apprentices within their trade.

(b) An apprentice who has been laid off pursuant to paragraph (a) of this clause shall be entitled to all rights of any employee under this Agreement, including those set forth under Article 12 - Seniority.

23.03 The basic hourly rate for apprentices shall be in accordance with the rate for the Group of Appendix "A"- Wage Schedule as set forth below:

1st year	Grade 3
2nd year	Grade 5
3rd year . G r a d e	7
4th year . G r a d e	8
Upon Certification,	To Certified Journeyman's Rate

Rate increases are contingent upon successful completion of the previous year. This includes passing the apprenticeship board's exams. The yearly intervals shall be calculated using the date of entry into the programme as the anniversary date. If he should be unsuccessful in his examination the rate becomes effective when he passes a subsequent examination.

ARTICLE 24
SPECIAL ALLOWANCES

24.01 HOUSING SUBSIDY

The Company agrees to continue to pay as is presently being paid to all employees who work at the minesite, a housing subsidy of thirteen dollars (\$13.00) per day worked.

24.02 IRREGULAR SHIFTS

Employees travelling and working irregular eight (8) hour shifts or on call outs that do not coincide with the bus service will receive a subsidy of thirteen dollars (\$13.00) per working shift.

24.03 ATTENDANCE BONUS

The attendance bonus as presently being paid will remain in effect. There will be no loss of such bonus if bereavement leave is taken within the limitations of Article 10.05.

24.04 TOOL ALLOWANCE

Excluding Welders, all tradesmen shall receive fifty cents (50c) and all Journeymen one dollar (\$1.00) per shift worked as a tool allowance.

WAGE SCHEDULE "A"

CLASSIFICATION	EFFECTIVE 1 OCT. 1984
1. Trades Helper Mill Helper	14.74
2. Bucker Reagent Man Grizzlyman Deckman Trainees — motor slusher muck machine chute puller	14.93
3. Repair 3 Crush Operator Filter Operator Truck Driver under 5-ton Bus Driver Bit Grinder	15.17
4. Powerhouse Operator Pipeman Flotation Learner D6 Cat and under Front End Loader Cageman Fillman Motorman Slusherman Muck Machine Operator Chute Puller	15.48
5. Repair 2 Underground Heavy Equipment Operator Grinding Operator	15.78

6. Flotation Operator 2 Diamond Driller Timberman Truck Driver Miner Trackman	16.13
7. Repair 1 Hoistman D7 Cat and over Flotation Operator 1 . Concentrate Truck Driver	16.43
8. Tradesman 1	16.82
9. Journeyman	17.29

*Flotation Operators with three (3) years experience as Flotation Operators with Westmin Resources will receive the Tradesman rate.

ALL CLASSIFICATIONS:

Effective: 1 Oct. 1984. 1% of the rate incl. C.O.L.A.
Effective: 1 Oct. 1985. 1% of the rate incl. C.O.L.A.

LETTER OF UNDERSTANDING No. 1

It is agreed and understood that as soon as possible after ratification of this agreement the Company will arrange for a van from Campbell River to transport all persons on the 4 x 4 shift to the operations at the beginning of their four (4) shifts and to Campbell River at the conclusion of their fourth (4th) shift worked in the cycle.

LETTER OF UNDERSTANDING No. 2

It is agreed that in the staffing of new underground operations and methods of mining the following will apply:

1. Within thirty (30) days of the signing of this agreement the Company will post a list of new equipment types that will be utilized in the new or existing operations including a brief description of the skills and training required to operate the same.

2. Employees desiring training on all or any of this equipment will be expected to apply for such training under Article 12.13 of the collective agreement indicating the piece or pieces of equipment they wish to be trained for stating their order of preference if they have an order of preference.
3. Selection of training will be made in accordance with Article 12.13 up to the number of people the Company can reasonably anticipate requiring. It being understood that the Company shall train sufficient numbers of people on the various pieces of equipment to provide for a cushion of trained employees beyond actual employment levels to cover for job vacancies caused by employees leaving the employment of the Company, long-term absences, etc.
4. It is agreed that employees may apply to train to higher or lower rated jobs.

LETTER OF UNDERSTANDING No. 3

It is agreed and understood that when the Hoistman and Cageman positions in the H.W. minesite are filled with Westmin employees that the Company will arrange for a van to transport all persons in these classifications to and from the operations. The van will be driven by designated Cagemen.

LETTER OF UNDERSTANDING No. 4 HOLIDAY PAY

All hourly employees will receive their earned holiday pay immediately following their anniversary date.

Employees are encouraged to take their annual vacation not later than 10 months following their anniversary date.

DATED at Campbell River in the Province of British Columbia this 31st day of May, 1984.

**SIGNED ON BEHALF OF:
WESTMIN RESOURCES LIMITED**

G.W. FLUMERFELT, *General Manager*

E. SADER, *Resident Mine Manager*

E.H. MEIER, *Personnel Manager*

A. ECCLES, *Mill Manager*

G. SHIELS, *Plant Superintendent*

**SIGNED ON BEHALF OF:
C.A.I.M.A.W.- LOCAL 19**

J. KEIGHLEY, *Staff Representative*

C. PELLETIER

B. MILLWARD

H. GLOSLEE

A. PITT

