
DAVID BELL MINE



COLLECTIVE AGREEMENT

- between -

**TECK-CORONA OPERATING
CORPORATION**

- and -

**UNITED STEELWORKERS
LOCAL 9165**



November 28, 2007 to October 31, 2010

10881(05)

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MEMORANDUM of SETTLEMENT

**On all issues regarding negotiations for a Renewal
Collective Agreement.**

B E T W E E N :

**UNITED STEELWORKERS
LOCAL 9165
("the Union")**

- and -

TECK CORONA OPERATING CORPORATION

("the Employer")

1. The parties agree to the terms of this Memorandum and to the attached negotiated agreement as constituting full settlement of all issues between the parties with respect to the renewal of the collective agreement subject only to a review for administrative errors and omissions.
2. The undersigned and all members of the negotiating committees do hereby recommend complete acceptance of all of the terms of this Memorandum to their respective principals and each person will speak publicly in support of ratification, up to and during any meeting.
3. The parties will both seek ratification of the agreement and will report back the results of the ratification immediately by telephone and thereafter in writing. The parties will hold any necessary ratification meeting so that the results of the meetings can be communicated following the Union ratification meeting which will be held on or before December 7, 2007.

4. The effective date of all provisions or terms shall be the date of ratification unless expressly stated to the contrary in the collective agreement.
5. The Union and the Employer confirm that there are no outstanding Unfair Labour Practice complaints made alleging wrongdoing on the part of either party or its agents and will make no further allegations involving Employer or Union actions known or that ought reasonably to have been known up to the date of signing of this Memorandum.
6. In the event the agreement is ratified on or before December 7, 2007 the Employer will provide those employees who are employed on that date of ratification with a lump sum payment for retroactivity in the amount of \$450.00. It is understood that the negotiated pay increase contained in the agreement for November 1, 2007 will be implemented so as to take effect December 10, 2007 and the amount above is in lieu of any retroactive payment.
7. It is understood that a "no-Board" has been obtained with a strike / lockout deadline of 12.01 AM on December 19, 2007 and the parties agree that no labour action will be taken by either party prior to that date.
8. It is agreed that the Paste Fill Operator grievance that was filed is resolved and the position will be moved to Class 1.
9. It is agreed that the side letter on Leaders with grandparenting remains in existence.

Dated this 28th day of November, 2007.

For the Union:

For the Employer

PREAMBLE

Whereas, the Parties agree that it is mutually beneficial and desirable to promote cordial relations in all matters concerning rates of pay, hours of work, working conditions and to set out in a Collective Agreement, to be observed between the Parties, all such agreements reached.

Further, the Parties wish to provide a method for the orderly settlement of any differences that may arise between the Parties.

ARTICLE 1 - UNION RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive certified bargaining representative of all employees of Teck-Corona Operating Corporation at Hemlo located on Highway 17 approximately 37 kilometres east of the town of Marathon, save and except supervisors, persons above the rank of supervisor, security staff, office, technical and sales staff and students employed during the school vacation period and those excluded by the Labour Relations Act of the Province of Ontario. Included as part of this recognition is the clarity note which is part of the Certification.

1.02 The Company recognizes that it is not the function of non-bargaining unit employees to perform work which is normally performed by an employee in the bargaining unit except under emergency conditions or for the purpose of training (where the bargaining unit employee being trained is alongside), instruction or experimentation and in no case shall an employee in the bargaining unit lose income by reason of performance of such work by such other person.

- 1.03 The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its potential effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency and to the time to do the work, attempt to minimize the amount of work to be "contracted out" during this agreement.

The Company shall have the right to contract out any work it deems necessary, but such "contracting out" will not result in the lay-off or demotion, or denial of recall of members of the bargaining unit.

Prior to the letting of any contract work that is not an emergency the parties will meet face to face in a properly constituted meeting format to discuss the nature of the contract to be let, duration of the contract including start and stop dates, numbers of contractors and the reasons why bargaining unit employees cannot do the work.

In cases where the contracting out is a result of an emergency, the Company will notify the Union promptly after the tender has been let. The notification will include such things as the nature of the work, approximate duration, start and stop times, and anticipated number of contractors.

Where an emergency occurs which is expected to last more than five (5) days, the parties will meet, as soon as this is known, to determine if bargaining unit

members **could** perform the work relating to the emergency. Where it is agreed that bargaining unit members could do the work, and could be made available, they will be assigned to the work within ten (10) days of the onset of the emergency.

ARTICLE 2 - NO STRIKE OR LOCKOUT

2.01 During the term of this Agreement, neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow-down, or any suspension of work against the Company which shall in any way effect the operations of the Company, nor shall the Company engage in any lockout.

ARTICLE 3 - NO DISCRIMINATION

3.01 There shall be no discrimination by the Company, the Union or its members against any person employed by the Company because of membership or non-membership in any Union; or because of his race, age, sex, colour, political affiliation, religious creed, sexual orientation or marital status.

3.02 Singular and masculine terms in this Agreement have been used for the sole purpose of simplifying the writing of the text. For purposes of interpretation and meaning, the plural and feminine form should be used where the text requires.

3.03 The Company and the Union agree to abide by the provisions of the Ontario Human Rights Code and the Company's Harassment Policy.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Company retains and shall maintain and exercise all managerial authority and prerogatives. Such functions shall include but not be limited to the right to: locate, extend, alter, curtail, or cease operations; determine the numbers and classifications of employees: hire, direct, retire, promote, demote, transfer, lay-off; suspend, discharge, or discipline employees for just cause; assign work, determine job content and qualifications of employees; determine schedules, methods, processes and means of production; make, alter and enforce reasonable rules and regulations. The foregoing is limited only by express terms and provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

5.01 The Company shall deduct from the pay of each employee an amount equivalent to the Union dues set out in the Union Constitution.

5.02 The Company shall remit the amounts so deducted prior to the 15th day of the month following, by cheque, as directed by the Union, payable to the International Treasurer.

5.03 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month.

5.04 Prior to March 1st each year, the Company agrees it shall provide the Union with a list of total dues deductions paid by each employee for the previous

calendar year, and such amounts will be entered on each employee's T-4 slip. The Company shall endeavour to ensure that the T-4 slip shall be given to the employee prior to February 15th of each year.

6.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

ARTICLE 6 - UNION ACTIVITY

6.01 No person shall engage in any Union activity on Company time within the plant or workings of the Company, except as expressly provided in this Agreement.

6.02 After receiving permission from the Manager or his designated representative, Union Representatives shall be permitted entry to the Company's operations in order to carry out their required duties. Union Representatives will not interfere with employees during working hours unless permission is granted. Permission under this Section will not be unreasonably withheld.

6.03 The Company acknowledges the right of the Union to appoint, or otherwise select, Committees and a reasonable number of Stewards. The Union shall advise the Company of the personnel serving on these committees and also the names of the Stewards before the Company will recognize them. They must be permanent employees.

- 6.04 The Company shall recognize a maximum of five (5) Shop Stewards. There will be an attempt to have at least one (1) Steward per shift covering underground operations and one (1) Steward per shift covering all surface operations.
- 6.05 The Union acknowledges that Stewards, members of committees, including the Health and Safety Committee, and Union Officers have regular duties to perform on behalf of the Company. Such persons will not leave their regular duties without receiving permission from their immediate Supervisor and such permission shall not be unreasonably withheld.
- 6.06 When legitimate business of a Union Officer, whether elected or appointed, requires him to take time off during working hours, he shall first receive permission from his Supervisor. Such time off shall not be unreasonably withheld.
- 6.07 The Company agrees to recognize a Grievance Committee of not more than three (3) members, one of whom shall be the Local Union President.
- 6.08 a. Insofar as possible, the grievance procedure will be conducted during working hours. The Company will pay employees for time spent on grievance procedure during normal working hours. Such pay for time spent during normal working hours will be at the employee's appropriate rate.
- b. In the event that a Steward or grievor must attend a grievance meeting outside his scheduled hours of work, he will be compensated at time and one-half his basic

hourly rate for those hours spent at the meeting outside of his scheduled hours of work.

- c. In the event that a grievor or a Steward must attend a grievance meeting on a regularly scheduled day off, he will be given a call out of four hours. This will also apply for meetings under Letters 34 and 35. When the person called in on their day off for a grievance meeting (not a 34/35 meeting) is one of the President, the Vice President or the Chief Steward it is understood that the President's hours will be reduced by two (2) hours up to a maximum of forty (40) hours per year.

- 6.09 If an investigation of a grievance involves the Steward entering any area other than his authorized working place, he must apply to his Supervisor for permission and he will be accompanied on such investigation by the Supervisor in the department, place, or section concerned. The Steward shall be provided the opportunity for a private discussion with employee(s).
- 6.10 When an employee is being disciplined, suspended, or discharged, a steward, chosen by the employee from the stewards available on shift, will be in attendance unless the employee refuses, in writing, to have a steward in attendance.
- 6.11 The Company will introduce a new employee to a designated Union Official within five (5) days after his hiring. A thirty (30) minute period will be allowed for a private discussion. The Union agrees to supply to the Company a list of Union officials to whom the Company will introduce the new employee.

- 6.12** The Company agrees to recognize and deal with a Negotiating Committee of not more than four **(4)** employees, which will normally include one from each of the following departments; Mine, Maintenance and a member at large, including the Union President, who shall be regular employees of the Company along with representatives of the International Union. The negotiating committee will not suffer any loss of base pay for time spent in direct negotiations up to a maximum of ten **(10)** days.
- 6.13** The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly subject matter of negotiations.
- 6.14** The Company will allow members of the Negotiating Committee the necessary time off, without pay, to prepare proposals and to renegotiate this Collective Agreement.
- 6.15** A Union Management Committee will be established to discuss matters of mutual interest to both parties. The Local Union Executive, consisting of the President, Vice President, Recording Secretary, Financial Secretary, Chief Steward and Worker Health and Safety Advisor may be in attendance. The Steelworkers' Staff Representative may also attend. This Committee will meet four (4) times a year during working hours. Minutes of these meetings will be posted by the Company after both parties have agreed to the contents.
- 6.16** The Company will grant the President of the Local Union a total of two-hundred and forty **(240)** hours

leave per year at times to be mutually agreed with the Company for the purpose of dealing with matters pertaining to the Local Union, and the Company payment for such days will be at the President's regular base rate.

ARTICLE 7 - SETTLEMENT OF DISPUTES

The Parties agree that it is desirable that any complaints or grievances be resolved as quickly as possible. Employees are, therefore, urged to settle their complaints with their Supervisor as soon after they originate as possible.

7.01 If there should arise any difference between the Company and any employee, or any group of employees, regarding the interpretation, application, or administration of this agreement or a question as to whether any matter is arbitrable, an earnest effort shall be made to settle the dispute in the following manner.

7.02 Stage 1:
The employee or employees concerned shall first make every effort to resolve the complaint as quickly as possible through discussions with his or their immediate Supervisor. The employee will be accompanied by his Shop Steward if so desired. Grievances must be presented, in writing, within five (5) days from the time the difference arose. The immediate Supervisor will, within three (3) days, meet with the Union and the grievor.

The immediate Supervisor shall reply in writing within five (5) days.

7.03 Stage 2:
Failing a satisfactory settlement at Stage 1, the Union may within five (5) days of the Company response at Stage 1, submit the grievance in writing to the Department Superintendent, indicating the alleged violation. The Department Superintendent and/or his representative will, within three (3) days, meet with the Union and the grievor.

The Department Superintendent will give his answer, in writing, within five (5) days of the Stage 2 meeting.

When two **(2)** or more employees have grievances and such grievances are alike, they may be handled as a group grievance and presented at the stage 2 of the grievance procedure.

7.04 Stage 3:
Failing a satisfactory settlement at Stage 2, the Union may within seven (7) days of the Company response at Stage 2, submit the difference to the Mine Manager. The Mine Manager or his designate shall, within three (3) days, meet with the Union Grievance Committee and the grievor.

The Mine Manager or his designate will give his answer, in writing, within seven (7) days of the Stage 3 meeting.

7.05 Stage 4:
Failing a satisfactory settlement at Stage 3, the Union may within fifteen (15) days of the Stage 3 answer, notify the Company, in writing, of its intention to refer the difference to Arbitration.

7.06 If the grievance is not advanced within the time limits as stated in Sections 2, 3, 4 and 5 of this Article, then the specific grievance shall be deemed abandoned and all rights of recourse to the Grievance Procedure shall be at an end. Saturdays, Sundays, and General Holidays shall not be counted in determining the time limits provided for in this Article. If the Company's decision at any step of the Grievance Procedure is not given within the time limit specified herein, the grievance may be immediately processed to the next step. Time limits fixed within this Article may be extended by mutual agreement between the Parties.

- 7.07**
- a. Grievances of a general or group nature will be initiated at Stage 2 of the Grievance Procedure provided they are presented within seven (7) days of the occurrence of the alleged violation.
 - b. Union, suspension and discharge grievances will be initiated at Stage 3 of the Grievance Procedure provided they are presented within seven (7) days of the occurrence of the alleged violation.
 - c. Where allegations of harassment are processed through the grievance procedure and where those allegations of harassment have been made against a management representative who would normally be charged with hearing the grievance, another management representative not involved in the alleged harassment will take charge of the grievance. The grievance will be filed at the appropriate stage.

ARTICLE 8 - ARBITRATION

8.01 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of five (5) Arbitrators.

Should any of the Arbitrators constituting the above mentioned panel of Arbitrators withdraw or resign from the panel, then the Party who nominated the Arbitrator who has withdrawn or resigned, shall forthwith submit to the other Party to this Agreement a list of four (4) nominees from which shall be selected one (1) nominee to replace the Arbitrator who has withdrawn or resigned.

The Arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to Arbitration. Referral to the Arbitrator shall be made within ten (10) working days after the Grievance is advanced to Arbitration under Article 7.05. Should any Arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passedover to the next in line.

ARBITRATORS:	William Marcotte
	Rick MacDowell
	Dan Harris
	Bob Howe
	Dana Randall

8.02 The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of a grievance referred to arbitration, but shall not

have the jurisdiction nor the authority to alter or amend any part of the provisions of this Agreement.

- 8.03 In the case of a reference as to whether a matter is arbitrable, or a reference involving the interpretation, application, operation or any alleged violation of this Agreement, the decision of the Arbitrator shall be final and binding on the employee(s) concerned and the Parties to this Agreement.
- 8.04 Each Party shall pay all expenses incurred in connection with the preparation or representation of ~~its~~ own case, including the fees and expenses of its own witnesses. The Parties bear an equal share of the expense of the Arbitrator.
- 8.05 The Arbitrator shall be requested to give his award within a period of fifteen (15) days after the close of the hearing.
- 8.06 The Parties may utilize Section 49 of the Ontario Labour Relations Act providing the other Party is notified in writing.

ARTICLE 9 - HEALTH AND SAFETY

- 9.01 a. The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment and also the shared responsibility placed upon the Company, the Union and each individual employee by the Occupational Health and Safety Act of Ontario and other applicable legislation. It is agreed that the Company and the employees, Union Stewards and Officers, and all levels of Supervision shall cooperate fully to promote

safe work practices, healthy conditions, and shall encourage compliance with safety rules and procedures. The Worker Health & Safety Advisor and/or Worker Health & Safety Representatives may discuss all matters dealing with health and safety affecting employees while they are at work. Information relating to these health and safety matters will be made available to the Worker Health & Safety Advisor. Access to Company operating areas will be arranged where required by the Health & Safety Advisor, who may be accompanied by an appropriate management person where it is applicable.

- b. The Company shall continue to make provisions for the health and safety of its employees and shall continue its existing safety practices for the purpose of protecting employees from injury, accident and unhealthy conditions, subject to such improvements or changes as may be introduced by the Company from time to time. Where such workplace changes or improvements are planned, which could impact health and safety conditions, they will be discussed prior to their introduction at an Occupational Health and Safety Committee meeting.

- 9.02 a. A Joint Health and Safety committee shall be established consisting of five (5) Company representatives and five (5) employees elected or appointed by the Union to represent the employees, normally one (1) from each of the Mine, Maintenance and Warehouse

departments, the Worker Advisor, as well as one, to act as the Co-chair of the committee.

The Union and the Company shall notify each other, in writing, of the names of their members of the Committee and the area that each represents.

It is agreed that the committee structure will be as outlined in the Terms of Reference Guidelines for the committee entitled Composition of the Joint Health and Safety Committee.

- b. The Company and the Union shall alternately select the committee Chairperson from amongst its members to the Committee. The committee shall determine how the agenda is set, how the minutes are taken, how the aforementioned are distributed, and to whom they are distributed.
- c. The Committee shall meet monthly during working hours to deal with health and safety matters.
- d. A joint health and safety inspection of the surface, underground and mill operations will be held once per month. The purpose of such inspections would be to inspect the workplace, to observe operating practices and to dialogue with the workforce.
- e. Recommendations of the Committee shall, where possible, be arrived at by consensus. If necessary, and in all cases where consensus is

not reached, recommendations will be forwarded to the Mine Manager, or his designate.

- f. The Committee shall make recommendations as necessary as to the time required to efficiently deal with matters on their Agenda.

9.03 The Committee shall act as an advisory body to the Company and shall supplement the Company's Safety department. The Committee shall be provided with copies of all safety procedures and may make recommendations to the Company for changes and additions to such procedures. The Local Union and the Company agree to cooperate fully in maintaining a strong sense of safety awareness among employees. In this connection, it is recognized that every employee has the right and duty to report unsafe conditions and practices to his immediate supervisor in accordance with the Occupational Health & Safety Act of Ontario.

9.04 Time spent at Committee meetings on the part of those employees representing the Union shall be paid for at the employee's appropriate rate.

9.05 a. The Committee shall receive minutes of each meeting and copies of all Accident Reports. Copies of Mechanical, Electrical and Mining Inspection reports by representatives of the Ontario Ministry of Labour shall be available and be posted in a conspicuous place near the Mine dry and the Mill dry. Copies will also be forwarded to the Local Union the day they are issued.

- b. The Committee shall have access to "Employer's Report of Accident" forms submitted to the Workplace Safety and Insurance Board and a copy shall be sent to the Union Local in Marathon.
- c. A copy of all Corrective Action forms for safety infractions shall be given to the Health and Safety Committee and to the Local Union.

9.06 Medical Examinations

- a. Cost of Company/Statutory required medical examinations shall be borne by the Company.
- b. All medical examinations shall be carried out, whenever possible, during an employee's time off. When this occurs the employee will be paid up to four (4) hours at his basic rate of pay, assuming he is active and at work. Medical examinations taken during regular work hours will be paid at the employee's basic hourly rate.
- c. Company/Statutory required medical examinations, for which costs shall be borne by the Company, shall include medical information required by the Company's insurance carrier for Weekly Indemnity, Long Term Disability and/or Basic Life Insurance purposes.
- d. Should it be necessary to conduct medical examinations required in Article 9.06 away from town or the minesite, basic travel expenses will be paid. Costs include the following expenses, to be reimbursed from presentation of receipts:
 - (i) travel at \$0.40 per kilometre.

- (ii) meals at \$40.00 per day.
 - (iii) rooms at corporate rates.
 - e. If a medical is required and must be taken out of town on the employee's regular work day, the employee would be paid for the lost shift at the employee's basic hourly rate.
- 9.07 a. The following items of safety equipment shall be supplied and replaced by the Company on a loan basis. The employee shall be required to sign for same and return said articles in good and serviceable condition (fair wear and tear excepted). If the employee fails to do so, he shall be charged with replacement cost of the articles in question.
- Safety Glasses - Plain
 - Safety Belts
 - Safety Lines
 - Mono Goggles
 - Grinding Goggles
 - Aprons and Face Shields for handling corrosive substances
 - Welder's Gloves, Helmets and Shields
 - Electrician's High Voltage Gloves
 - Gloves - 18 pair of either rubber or leather working gloves per year
 - Painter's Masks
 - Dust Respirators
 - Locks for Switch Gear
 - Hearing Protection
 - Chin Straps
 - Hard Hat Liners
 - Hard Hats
 - Coveralls - as per current Maintenance department practice

Miner's Boots (Muckers)
Oilers

- b. One pair of prescription safety glasses will be supplied each year to employees who require them. In addition, a replacement pair will be supplied if, during the year, the glasses have become damaged or unserviceable. Replacement lenses will be issued as required.
- c. An annual line of credit will be established for each eligible employee against which receipt(s) for purchases of leather safety boots may be submitted for reimbursement. The line of credit will be renewed to \$250.00 each January 1st and reimbursement will be made up to this level in the succeeding twelve-month period. Reimbursement shall be made within three (3) weeks of submitting receipt(s) to Payroll.

Eligible employees are those who are actively on payroll and at work at the time the leather boots are purchased and who normally wear leather safety boots.

- 9.08 Safety meetings shall be held each month in each department. Such meetings shall be held on Company time. A copy of the minutes shall be posted in the area until the next meeting.
- 9.09 An employee who has a health or safety question/problem shall first verbally discuss such matters with his immediate supervisor. Failing satisfactory solution, the employee may submit the question/problem (on an agreed form) to his immediate supervisor. A copy of such complaint

shall be given to the Worker Health & Safety Advisor, who shall investigate the matter. The Worker Health & Safety Advisor shall, within a reasonable time, submit his written findings to the employee and the immediate supervisor.

- 9.10 a. The parties acknowledge that health and safety representatives have duties to perform. Representatives will not leave their work areas without receiving permission from their immediate Supervisor. Such permission will not be unreasonably withheld. Time spent away from the job and carrying out such health and safety duties will be considered time worked and will be paid at the employee's appropriate rate.
- b. Health & Safety Worker Representatives shall be appropriately trained by the Company to perform their duties.
- 9.11 a. When an employee has reason to believe that work on which he is engaged is likely to endanger himself or another worker, he will cease the work immediately and contact his Supervisor and detail the nature of the concern.
- b. The supervisor, or his designate, will investigate the employee's concern in the presence of the employee and a worker representative from the Health & Safety Committee.
- c. Where the provision of (b) has been complied with and no danger exists, the employee will return to his workplace unless he has reasonable grounds to believe that the work on

which he is engaged is likely to endanger himself or another worker and he so informs his Supervisor as to the grounds for such belief. The matter shall then be referred to an inspector of the Ministry of Labour for investigation.

- d. Pending the investigation and the decision of the inspector, the employee will be assigned reasonable alternative work.
- e. Pending an investigation and decision of the inspector, no other employee will be assigned the work under investigation unless the employee has, in the presence of a Worker Health and Safety representative, been advised that another worker has ceased that work and the reason therefore.

9.12 In recognition of the potential for benefits which may accrue to the employees, the Union and the Company in the area of Health & Safety, the Company agrees to create a position for a full-time Worker Health & Safety Advisor. When there is no longer ore being brought up from underground, it is understood that this position will cease to exist and the duties will be filled by JHS Committee members as required.

- a. It is further recognized that the selection of the worker to perform this task will have an important and definitive effect on the success or failure of this concept at the operation. The Union will conduct an election from among the bargaining unit employees to select the Worker Health & Safety Advisor.

- b. If the Union elects to remove the incumbent, the replacement will be appointed in accordance with (a) above.
- c. The Company will pay the Worker Health & Safety Advisor at his appropriate rate.
- d. The Worker Health & Safety Advisor will report to and be responsible to the Joint Health and Safety Committee; however, he will receive general direction on a daily basis from the Safety/Training Supervisor.
- e. The Company shall provide appropriate training for the successful candidate.
- f. The Worker Health & Safety Advisor shall maintain and accumulate seniority in his department as well as Company seniority and shall return to his former **job** or classification when he ceases to be the Worker Health & Safety Advisor.
- g. The Company shall introduce a new employee to the Worker Advisor or designate within five (5) days after hiring. A 30-minute period will be allowed for a private discussion.

Duties of the Worker Health & Safety Advisor

1. Participate in monthly Health and Safety workplace inspections and attend safety- related meetings as directed by the Joint Health and Safety Committee.
2. Conduct such tests and inspections on the mine site as deemed appropriate by the Joint Health and Safety Committee and the Safety/Training Supervisor.
i.e., diesel gas exhaust testing underground
local ventilation quantity and quality
underground (stope & heading)
designated substance sampling
WHMIS
3. Conduct worksite inspections, underground and on surface, on an adhoc basis and report unsafe conditions or work procedures to the Safety Supervisor and the responsible Superintendent. Such inspections will be done at the initiation of the Worker Health & Safety Advisor and he may choose whether or not he will be accompanied by a management representative.
4. Prepare and distribute reports of workplaces visited and conditions found to the departments Concerned as well as to the Joint Health and Safety committee and the Safety department.
5. Follow-up on recommended actions and advise concerned departments as per Item 4.
6. Act as a member of the Accident Investigation Committee and make recommendations to the

Company to prevent recurrence of accidents as well as assist in the follow-up of such recommendations.

7. Participate in special health and safety projects as may be defined from time to time by the Joint Health and Safety Committee and submit written reports of these projects to that committee.
 - a. Assist in the training of the workforce with regard to safety programs such as the Five Point Safety System, WHMIS and First Aid.
9. Assist the Safety Department in conducting new employee and contract employee safety orientations.
10. May attend crew Health and Safety meetings as and when he is available.

ARTICLE 10 -SENIORITY

PREAMBLE

The Parties recognize that job opportunity and security should increase in proportion to length of service. It is, therefore, agreed that in filling job vacancies, transfers, demotions, promotions, layoffs, recall after layoffs, and shift assignments, senior employees shall be entitled to first consideration.

Employees with the highest departmental seniority in a required classification shall be given first opportunity to work in new areas of the mine being opened or not already in production. It is understood that senior employees cannot displace an employee already established in his workplace. It is further understood that operating considerations may not permit the most senior employees in every required

classification to work in a new area of the mine being opened or not already in production.

In recognition of the responsibility of Management for the efficient operation of the plant, it is understood and agreed that Management shall have the right to pass over any employee who does not have the qualifications and/or ability to perform the work available. However, it is agreed that the employee with the highest departmental seniority may be given a ten (10) working day trial period in which to prove he is capable of doing the job, if the Company assesses that he could reasonably qualify during that period and that he could perform the work safely.

10.01 There shall be two (2) types of seniority, namely company seniority and departmental seniority. Company seniority shall apply to all employees of the Company, and departmental seniority shall apply to employees within their respective departments.

10.02 For the purpose of defining departments, there shall be namely;

- a. Mine Operations
- b. Maintenance
- c. Warehouse

Employees in the above-listed departments of the Company's operations shall accumulate and hold seniority in one department at a time.

10.03 Company seniority means length of continuous employment within the Company since the last date of employment except as expressly provided herein.

- 10.04 Departmental seniority means length of continuous employment since the last date of employment within a department.
- 10.05 Company and departmental seniority of an employee shall be completely lost if he;
- a. Quits, or;
 - b. Is discharged, and the discharge is upheld, or;
 - c. Is laid off by the Company for a period of time equal to or greater than his accumulated Company seniority since his last date of hire, to a maximum of twenty-four (24) months, or;
 - d. If he is recalled to work and fails to report within fifteen (15) days from receipt of notice by double registered mail, or such longer period that the Company may indicate.
 - e. Is outside of the bargaining unit for more than sixty (60) days or cumulatively sixty (60) worked shifts in accordance with Article 10.09.
- 10.06 a. Seniority shall be maintained and accumulated during:
- (i) Absence due to an occupational accident while the employee was performing work for the Company.
 - (ii) Non-occupational accident or illness causing absence equal to the employee's seniority but not exceeding twelve months except as provided hereafter.

Absence due to a non-occupational accident or illness, to a maximum of twenty-four (24) months, provided the employee has five (5) or more years of continuous service.

The above will be administered consistent with the requirements of the Human Rights Code.

(iii) Authorized absence for one employee at a time to carry out Union activities for a period not exceeding two (2) years.

(iv) Authorized personal leave.

b. Seniority shall be maintained, but not accumulated, during absence due to layoff subject to Section 10.05 (c) above.

10.07 The Company will post every four (4) months, two (2) seniority lists in each department.

One list will show the Company seniority of each employee covered by this Agreement. The other list will show the departmental seniority of each employee and his classification within the department in which the list is posted.

Copies of the seniority lists posted shall be given to the Union.

10.08 An employee who is transferred from one department to another department as defined in Section 10.02, as a consequence of a portion of a

department being moved to another department, shall retain all accumulated seniorities.

- 10.09 Where an employee within the bargaining unit accepts a position with the Company outside the bargaining unit he shall continue to accumulate and maintain departmental and Company seniority for a period of sixty (60) days, or cumulatively, sixty (60) worked shifts, in the term of the Agreement. He may return to the bargaining unit during this period. The Company or Union may request an extension beyond sixty days, the two parties will meet to review and consider the request which will not be reasonably withheld.

The Company shall provide the Union with a copy of the "Employee Status Form" showing the dates of both transfers.

ARTICLE 11 - PROBATIONARY EMPLOYEES

- 11.01 A newly hired employee shall be a probationary employee and shall have no seniority rights during the first forty-five (45) days worked. Employment of a probationary employee may be discontinued by the Company, at its discretion, during this probationary period. After completion of the probationary period, seniority shall date from the beginning of such probationary period.

ARTICLE 12 - TEMPORARY EMPLOYEES

- 12.01 When a specific job of a temporary nature arises, the Company will give preference to an available regular employee qualified to perform such work.
- 12.02 A temporary employee is one who has been hired for a specific job of a temporary nature which shall not exceed a period of six (6) months, except by mutual agreement with the Union.
- 12.03 It is understood that persons employed under this article and occupying a job normally performed by bargaining unit members will pay Union dues.
- 12.04 The services of a temporary employee will normally be terminated on completion of the job, however, should he be transferred to the category of a regular employee he will become entitled, subject to Article 10, to seniority backdated to the employee's last date of hire to his or her current uninterrupted period of employment. Where any break in employment between contracts is of a short duration, the company will discuss with the Union the appropriate seniority date.

ARTICLE 13 - TRAINING

PREAMBLE

The Company and the Union recognize it is mutually advantageous to properly train employees. Such training will usually occur during normal working hours.

In those cases where specialized training may be required, the first persons to receive the training will be the most

senior person from among those persons who normally perform the work and require the training to perform the work, until such time as all of those persons have received the required training. Thereafter, if additional specialized training is to be given, it will be given to the most senior persons who have indicated a willingness to perform the work requiring those specialized skills. The principles outlined above will apply.

Notwithstanding the principles stated in the preamble the parties agree that from time to time it may become necessary for a junior employee to receive training in order to provide for progression training in accordance with article 13:05 and/or training or retraining requirements to address the efficiency of operations as formally identified by the Company through a needs analysis in accordance with the company training policy.

Then a senior employee requiring training in accordance with article 13 such employee will be provided with an opportunity to start the same training within a three month period of a junior employee commencing such training, and to complete that training within six (6) months.

In no event will a senior employee be laid off because he has not been given the opportunity for specialized training in his classification.

13.01 When a training opportunity arises, senior employees in the department; in the classification, will be canvassed to determine if they wish to be trained. Employees will retain their existing rates through the training phase. Any employee not demonstrating the skill and/or ability to do the job will be returned to his previous job. The Company will not be unreasonable in exercising this function. On completion of training,

employees will be paid the appropriate rate when they perform the job. It is understood that entry level training jobs will be posted.

- 13.02 Where an employee in the mine department who is in training, has been accredited by the training group on a section of a job in a higher classification, and is performing work in that specific section of the job, in a higher classification, Article 15.04 will apply.
- 13.03 If two employees apply for a job posting where the junior employee has received more applicable training than the senior employee, and the junior employee is therefore the only qualified applicant, and the senior employee has been actively engaged in the training process for the posted job; the more senior employee will be given a training period of twenty (20) days in order to have the opportunity to qualify for the posted job requirements.
- 13.04 There will be a training committee composed of three (3) Union representatives and three (3) Management representatives who will meet monthly for the first three (3) months after the date of ratification and bi-monthly thereafter to review and make recommendations with respect to:
- a. The status of each employee and the training plans for the period.
 - b. The training criteria being used as guidelines in preparing employees for postings and/or progression.
 - c. In general, the administration of this article.

Recommendations under item (a) above will reflect the principle that the most senior employee in a

classification, who wishes to receive training in preparation for the next level, will receive preference where practical.

Recommendations will be acted on through the management members of the committee. Where this is not taking place or where there is a disagreement over any issues in this article, the Union members of the committee may write directly to the mine manager and the mine manager will reply within 21 days in writing.

The Union and the Company shall notify each other, in writing, of the names of the members of the committee.

- 13.05** Training will be offered to each employee where the employee requires training to move to the next job class within their line of progression in accordance with the specialty skill modules outlined in the Ontario Health & Safety Act – Mine Regulations and/or site specific training for surface crew and warehouse progression. Such training will be offered and completed within the time frame outlined in the progression chart.

However, where an employee in a line of progression has stated a desire to progress but has not been offered training opportunities outlined in the progression charts, and is at the end of the required time frame for his current job class, the following will occur:

- a. The employee will immediately be given the rate for the job class to which he would have gone had he been provided the training.

- b. The employee will be given the training he should have received in his prior job class.

So long as the employee shows satisfactory progress during this training period, he will continue to receive the higher rate assigned in (a) above. If the employee's progress is not satisfactory, he will revert to his previous rate and the training will be terminated.

- 13.06 Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals who with their agreement, are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company not exceeding at any one time three percent (3%) of the workforce, and to promote, demote or transfer such individuals, and direct their efforts from time to time, free from any limitations provided for in this Agreement, provided that no employee shall be laid off or demoted, and that the maximum training period for any one job component will not exceed four (4) months and that bargaining unit employees, who are being trained, continue to pay Union dues.

ARTICLE 14 - LAY-OFF AND RECALL

- 14.01 In the case of a reduction in the workforce, the Company shall consider the following two factors in determining which employee or employees shall be laid off;
 - a. The Company seniority of each employee concerned, and

- b. The requirements and the efficiency of operations and the qualifications and/or ability of each employee to perform the jobs available.

The application of the above factors will be as per Article 10 Preamble.

- 14.02 a. The Company shall give seventy-two (72) hours notice of any lay-off of thirty (30) days or less.
- b. In case of a shutdown of the Company's operation or section thereof, or a reduction of forces, resulting in a lay-off of employees for more than thirty (30) days, the Company shall give twenty-eight (28) days notice or, failing such notice, pay in lieu of notice or for the remainder of the notice period or as per the provisions of the Employment Standards Act of Ontario whichever is greater.
- c. **STD Benefits:** No benefits are paid for the scheduled duration of any layoff unless:
- the employee becomes disabled before notice of lay-off is given, or
 - the employee became disabled more than 2 months before the date the lay-off is scheduled to begin, whether or not notice of layoff has been given.

Employees who are on layoff will not be eligible for benefits listed in Articles 21.01, 21.02 and

any other benefits in the Collective Agreement except as noted in Article 14.

14.03 As far in advance as possible, the Company shall provide the Union with a list of employees to be laid-off for more than thirty (30) days and shall review with the Union the basis on which the lay-off selections were made.

14.04 In the case of a permanent lay-off, other than a 'temporary emergency shutdown', only those employees who are being laid-off or who are themselves being bumped due to a lay-off, will have the right to bump if they meet the seniority, qualifications and ability criteria set out in 14.01.

Employees who wish to bump into other jobs may apply for ten (10) days training to avoid a lay-off. Such training will be on a one-time basis, per lay-off, and will be granted by the Company if it assesses that the ten (10) day training period could reasonably qualify the employee to safely fill the position to which the employee wishes to move.

14.05 In the event of a temporary emergency shutdown beyond the control of the Company, of the Company's operation or section thereof, not in excess of ten (10) working days, employees directly affected may be temporarily laid-off irrespective of the other provisions of this article that apply to lay-off. If, after assessment of the temporary emergency shutdown, it is determined that the lay-off will exceed ten (10) days, the employees affected will be laid-off according to 14.01.

Where an employee who would otherwise have been laid off under this clause was receiving weekly

indemnity benefits, the benefits will be continued during the period when the layoff would have taken place and such period will not exceed ten (10) days.

Similarly, eligibility for claims under Article 21.01 will also be continued during the period of layoff for all laid off employees and for those employees on weekly indemnity who would otherwise have been laid off. This period of layoff will not exceed ten (10) days.

- 14.06 Employees laid-off shall be called back in inverse order, provided they can perform the available work.
- 14.07 The Company shall notify an employee, as required, by double registered mail sent to the last address for the employee on the Company records. The employee shall be required to report for work, physically fit, within fifteen (15) days of the receipt of such notice or such longer period that the Company may indicate.

Notwithstanding the foregoing, no individual shall be denied recall solely because of a medical or physical condition which existed at the time he was laid-off.

Additionally, in the event an individual is unable to report to work as directed because of illness and provides satisfactory medical evidence of such illness, the affected employee will not lose his recall rights.

- 14.08 It shall be the responsibility of the employee to notify the Company, in writing, of his mailing address.

ARTICLE 15 -JOB POSTINGS

- 15.01** a. All job vacancies in new or existing jobs within any department shall be posted on the bulletin board(s) for a period of ten (10) calendar days prior to the filling of the job vacancy. Employees within all departments, desiring consideration in filling the job vacancy, shall signify their desire by submitting a job bid application during the period in which it is posted. A receipt of the job application shall be given to the employee.

All jobs will be awarded from within the job vacancy department within seven (7) calendar days from the end of the ten (10) day posting period. If a job vacancy is not filled from within the department, applications received from employees in other departments during the ten (10) calendar day posting period will be given preference. The employee who is successful in obtaining the job posting will be moved into that posting within thirty (30) calendar days. Where it is not practical to move the successful employee within thirty (30) calendar days the employee will be paid the higher rate of pay effective the thirty-first (31) day after the posting is awarded. The Company will not be unreasonable in determining when it is not possible to move employees within thirty (30) days.

If the job vacancy is not filled by the job applicant(s), the Company may hire to fill such vacancy. When a person is hired from outside the Company to fill the job vacancy, the

Company will advise the Union the name of the person hired.

The job posting notice shall contain a brief job outline, qualifications required for the job, the title and classification of the job, the current shift schedule, and wage rate for the job. The information

contained in the job posting notices shall be consistent. Any changes to the job posting notices will be reviewed with two (2) executive members of the Union.

- b. In filling a vacancy, the Company shall consider the following two (2) factors in determining which employee shall be awarded the job:
 - (i) the departmental seniority of each employee concerned (or Company seniority when no applicant is successful from within the department).
 - (ii) the requirements and the efficiency of operations and the qualifications and/or, ability of the individual to do the work concerned.

The application of the factors will be as per Article 10 Preamble.

- c. Where there has been no successful candidate from within the department, the applicant, if any, with the highest Company seniority from outside the department may be given a ten (10) working day training period from the date of moving to the posted position if the Company assesses

that he could reasonably qualify during that period and that he could perform the required work safely.

- d. Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leave of absence. However, if it is known that an employee is to be absent from work because of sickness, accident, or on leave of absence for more than forty-five (45) working days, the job shall be posted as a temporary job and the provisions of this section shall apply. Upon completion of the temporary assignment, an employee shall return to his former job.
- e. Employees accepted by Management for a posted job, who fail to qualify within thirty (30) working days or longer period that is agreed to by the Parties, shall be returned to their former job.

Employees accepted by Management for a posted job, who choose to return to their previous job, may do so within fifteen (15) working days of moving to the posted job.

Employees returning to their previous job under the provisions of the Article will have their department seniority restored in their previous department.

- f. An employee, who is bypassed in favour of an employee with less seniority to fill the vacant job, shall be notified as to the reason(s) he was not accepted. The name of the successful

applicant shall be posted on the bulletin board. The Employer will provide any bypassed senior employee with notice of its decision prior to posting (save and except where the employee is not accessible).

- 15.02 The Company retains the right to cancel any posting or award prior to a successful candidate actually filling the vacancy. The Union will be informed of such reasons or awards prior to any notice of cancellation or award being posted.
- 15.03 When an employee is successful in obtaining a job for which he has applied, he will not be permitted to make application for another posted job for a period of six (6) weeks following his or her notice of being the successful applicant and then for the first six (6) months in the new position. Where an employee is required to wait more than six (6) weeks to commence in a new position (which it is agreed ought not occur) then he or she may apply for other positions that are posted after that time and until placed in the position.

The six (6) month stipulation will be waived when an employee has been successful in obtaining a temporary job posting and a permanent job posting becomes available.

- 15.04 Should an employee be temporarily assigned to a **job** classification carrying a higher basic hourly wage rate than his regular job classification, he shall be paid the wage rate for the new job for all hours worked throughout the duration of the temporary assignment, provided that the temporary assignment is for a period of two hours or more. It is understood

that where the assignment is for more than two hours but less than one shift the employee will be paid the rate for the lesser of the entire shift or twice the hours worked.

15.05 Should an employee, to meet the wishes of the Company, be temporarily assigned to undertake work carrying a lower rate of pay than his regular rate, he shall be paid the rate for his regular job while working at the lower-rated **job**.

15.06 Employees having a permanent or temporary partial disability, as a result of a work-related accident or illness, shall be given preference over other employees in the type of work they can perform. To exercise rights under this clause, a suitable vacancy must exist for a job prior to the disabled employee having preference of assignment.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 The standard work week for all employees shall be forty (40) hours made up of five (5) days of eight (8) hours each. The work week shall begin at the commencement of night shift Sunday and run for seven (7) days.

16.02 a. The Company may develop, initiate or discontinue shift schedules in any or all parts of its operation according to the requirements of efficient operation, and, when possible, such schedules shall be posted at least ten (10) days in advance of implementation. Prior to implementation of the new schedule, the Company will discuss the change with the Union. In the event the Company is unable to

give the required notice, the affected employees will be paid time and one-half for all hours worked, on the new schedule, during the notice period.

- b. Clause (a) above refers specifically to the implementation of new shift schedules and under no circumstances should it be construed as applicable to the change of an individual employee's shift schedule.

16.03 Employees working steady day shift shall generally work Monday to Friday. However, other periods of coverage may be established according to the requirements of the operation. In such cases, the Company will discuss the said changes with the Union prior to the implementation of such schedule.

16.04 Except in cases of emergency beyond the Company's control, where an employee's shift and/or schedule is changed, the employee will be given as much notice as possible, but in any case a minimum of three (3) working days' notice. Where three (3) working days' notice is not given, the first two (2) shifts of the changed shift and/or schedule will be paid at time and one-half the employee's regular base rate.

16.05 Applications for short changes by employees, if approved, will be paid at regular rates.

Where the Company requires a short change, the employee(s) affected will be paid time and one-half for such short-changed shift.

16.06 The work day shall be the period beginning at an employee's regularly scheduled start time and terminating twenty-four (24) hours thereafter.

16.07 The normal scheduled hours of work shall commence between the hours of:

Surface

Day Shift Start time	Between 7:00 – 8:00 am
Afternoon Shift	Between 3:00 – 4:00 pm
Night Shift (3 shift rotation)	Between 11:00- 12:00 pm
Night Shift (2 shift rotation)	Between 7:00 – 8:00 pm

Underground

Day Shift Start time	Between 7:00 – 8:00 am
Afternoon Shift	Between 3:00 – 4:00 pm
Night Shift (3 shift rotation)	Between 11:00- 12:00 pm
Night Shift (2 shift rotation)	Between 7:00 – 8:00 pm

The lunch periods shall be one-half (1/2) hour paid as though worked. Employees on continuous operations, where necessary shall continue all necessary supervision of machinery and maintenance of services.

16.08 All work performed by an employee, prior to or beyond his normal daily scheduled hours, shall be paid at the rate of one and one-half (1 1/2) times the employee's basic hourly rate, up to four (4) hours beyond the employee's normal shift and thereafter two (2) times the employee's basic hourly rate.

- 16.09** Any authorized work performed in excess of forty **(40)** hours per week, shall be paid at the rate of one and one-half (**1½**) the employee's basic hourly rate.
- 16.10** Nothing in this article shall be so construed to mean a guarantee of hours of work per day or days per week.
- 16.11** There shall be no pyramiding of overtime rates.
- 16.12** Except as otherwise agreed, all overtime worked shall be on a voluntary basis.
- 16.13** Overtime opportunities shall be distributed as equitably as possible among employees in the same classification.
- 16.14** Interdepartmental access to overtime may be allowed to qualified employees from outside the department if there are no volunteers from within the department.
- 16.15** The Company shall keep monthly departmental records of all overtime opportunities offered to each employee. Such records will be available for employees' inspection.
- 16.16** Employees shall be able to bank overtime hours worked and schedule such banked hours as time off from their regularly scheduled work. For each overtime hour worked, the employee may bank the applicable overtime hours up to a maximum of forty-eight **(48)** hours (fifty **(50)** hours for employees on ten hour shifts) in a calendar year. Scheduling of banked hours will be done by mutual agreement between the employee and his supervisor. Banked

time off shall be taken in complete shifts. Scheduling of vacation time will take precedence over scheduling of banked hours. Banked hours not used as of December 31st will be paid at the employee's regular base rate.

16.17 Employees shall be allowed a fifteen (15) minute rest period approximately midway through each half-shift.

16.18 a. An employee who has left the Company's property and is called back to perform work shall be guaranteed four (4) hours pay at one and one-half (1 1/2) times his basic hourly rate and one and one-half (1 1/2) times his basic hourly rate for the time worked in excess of four (4) hours. If an employee is called out, and works for at least four (4) hours, exclusive of travelling time to and from the mine, outside his scheduled shift as a result of the call out and if his next scheduled shift commences within nine (9) hours of the completion of his call out he may choose to excuse himself from his next scheduled shift, then the Company will pay him his regular base rate for any hours within nine (9) hours of the completion of the call out, that would have been part of his next scheduled shift.

b. The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his scheduled shift and before leaving the Company's property. In all such cases, the employee shall receive his appropriate overtime rate.

- c. Employees using personal transportation will receive twenty five dollars (\$25.00) per call back.
- 16.19
- a. Employees working unscheduled overtime for two (2) hours or more beyond their normal shift shall be entitled to an overtime lunch and beverage. Every four (4) hours thereafter the same shall apply.
 - b. In addition, employees who are required to work beyond their normally scheduled shift shall be provided transportation home.
- 16.20
- An employee who reports for work on his regular shift, without having been notified that no work is available, shall be paid four (4) hours pay at his regular rate of pay.
- 16.21
- Underground schedules shall be arranged to provide approximately eight (8) – ten (10) hours from collar to collar but variations from such schedules not exceeding fifteen (15) minutes, which do not occur consistently, shall be disregarded. Any delay greater than fifteen (15) minutes in transporting employees from underground, which is due to necessary repair work or safety considerations, or causes beyond the Company's control, shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked. It is understood that "necessary repair work" means work required as a result of an unscheduled breakdown and overtime premiums will apply for scheduled repairs.

16.22 Employees on 3-shift operations or continuous operations shall remain on the job at the end of their shifts until their relief arrives or until other arrangements are made for relief by the Company. When an employee working on a continuous operation will be unable to report as scheduled, or will be unable to report for work on time, it is his responsibility to telephone, or otherwise notify the Company as early as possible prior to his starting time and, in any event, at least one (1) hour prior to starting time if possible, so a suitable substitution can be arranged. Such relief arrangements shall be made without undue delay.

16.23 For the purpose of this agreement, the expression "continuous operations" means those parts of the Company's operation which, once commenced, normally continue day and night without interruption.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 An employee may be granted leave of absence without pay for personal reasons, provided:

1. a request is made, in writing, at least seven (7) days in advance, and
2. the leave is for a reason(s) acceptable to the Company and does not interfere with operations.

Permission under this section will not be unreasonably withheld and this notice provision does not apply for qualified Emergency Leaves and/or bereavement leaves where notice should be provided as soon as possible by the employee.

- 17.02** A leave of absence may be extended if there is a good reason to do so. The employee must request the extension, in writing, prior to the expiration of his initial leave. This request should be in writing where possible and otherwise should be by direct telephone call with a Supervisor or General Foreman.
- 17.03** Employees, to a maximum of four (4), provided production is not affected, who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business, not to exceed five (5) days, may be granted a leave of absence without pay by the Company. The Union shall notify the Company, in writing, as early as possible prior to the start of the leave, but not less than seven (7) working days, of the names of the members requiring leave. Seniority shall accumulate during such period. Permission under this section will not be unreasonably withheld. Regular scheduled hours not worked under this provision will be considered as time worked for the purpose of overtime rates as per Article 16.
- 17.04** In cases of emergency, parental/pregnancy, employees shall be granted leave of absence without pay, as set out in Part XIV - Employment Standards Act.

The Company agrees, in case of pregnancy, that it shall extend such period of leave, either before or after delivery, upon receipt of medical evidence supporting the need for such additional leave.

- 17.05 When an employee is absent from work due to a death in the immediate family, he shall be granted up to three (3) days' paid leave. Seven (7) days' paid leave shall be granted in the case of death of a spouse or child. An additional two days shall be granted where the employee is required to travel more than six hundred (600) kilometres one way and where the employee will be attending the funeral. Pay is equal to the duration of the employee's regularly scheduled shift at his basic hourly rate. Immediate family is deemed to mean spouse, son, daughter, mother, father, sister, brother, brother or sister-in-law, mother-in-law or father-in-law, the employees's grandparents, and grandchildren, stepparents and stepchildren.
- 17.06 An employee shall be granted leave of absence with pay for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. The employee shall reimburse the Company to the full amount of jury pay or witness fees, excluding the expense allowance received by him.
- 17.07 The Company shall grant one (1) employee a leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union.

ARTICLE 18 -STATUTORY HOLIDAYS

18.01 Employees shall receive eight (8) hours pay at basic straight time rate of pay for each of the following holidays, subject to the provisions set out below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	

The day of observance for July 1 and November 11 will be designated as the closest Monday or Friday (a Wednesday date will move to Monday), for those employees on noncontinuous operations. The provisions of this Article will apply to the designated day.

Employees on continuous operations will observe all statutory holidays on the actual day on which they fall.

In addition to the above Statutory Holidays, and after one year of employment, all employees shall be entitled to four (4) "floating holidays" with pay each year. Such holidays must be taken within the twelve (12) month period following the eligibility date. Such holidays not scheduled within the twelve month period following the eligibility date will be paid out on the employee's next pay. An employee, who leaves the employment of the Company for any reason, shall have floaters pro rated and paid based on the employee's entitlement. The scheduling of the time off must be mutually agreeable.

In addition to the four (4) floating holidays that each employee is entitled, two additional floaters will be awarded in the event that the employee has completed one calendar year maintaining perfect attendance through-out. Perfect attendance is defined as ZERO sick time, ZERO A.W.O.L, ZERO authorized leaves of absence outside of criteria established in 17.01 - 17.06, ZERO lost time accidents and ZERO just cause suspensions. On a go forward basis, the additional floater days will be provided semi annually based upon six (6) months of maintaining perfect attendance. Any infraction of the above will result in the **loss** of the floaters.

- 18.02 For work performed on a Statutory Holiday, an employee shall be paid at one and one-half (1 1/2) times his basic hourly rate of pay in addition to the amount payable under 18.01.
- 18.03 In order to qualify for Statutory Holiday pay an employee must have worked his last scheduled shift prior to, and his next scheduled shift after, such holiday except for reasons acceptable to the Company.
- 18.04 An employee who is scheduled to work on a Statutory Holiday and does not work shall receive no **pay**.
- 18.05 When a Statutory Holiday falls within an employee's vacation, his vacation may be extended by an equivalent number of days as are designated as Statutory Holidays and he shall receive pay for those days according to 18.01. The vacation may be

extended immediately prior to, or immediately on termination of, his vacation or at a later date mutually agreed between the employee and the Company.

ARTICLE 19 -VACATIONS WITH PAY

- 19.01 a. For the purpose of this section, the section, the vacation year shall be the employee's anniversary year and departmental seniority by vacation classes as set out in sub-section below shall be the determining factor for purposes of scheduling.

Vacation Classes for purposes of vacation scheduling:

- Drillers/Blasters
- Muckers/Road Maintenance
- Development/Re-hab bolter
- Construction/ Pastefill underground
- Shaft-attendants
- Paste plant operators
- Mobile Mechanics underground
- Mechanics surface
- Electrician
- Millwright
- Warehouse
- Surface crew
- Janitor
- Welders
- Hoistman
- Shaftman
- Nippers & Trammers
- Sanitation
- Worker Advisor

b. For the purpose of vacations, one week shall mean seven (7) consecutive days and one day shall mean twenty-four (**24**) hours.

- 19.02** An employee having more than one (1) year of continuous employment shall be entitled to two weeks' vacation with pay equal to four percent (**4%**) of his earnings for work performed during the twelve-month period immediately prior thereto.
- 19.03** An employee having more than two (**2**) years of continuous employment shall be entitled to three (**3**) weeks' vacation with pay equal to six percent (6%) of his earnings for work performed during the twelve-month period immediately prior thereto. An employee having eight (8) or more years of continuous employment shall be entitled to four (**4**) weeks vacation with pay, equal to eight (8) percent of his earnings for work performed during the twelve month period immediately prior thereto. Vacation pay will be calculated at **2.25%** per week for employees with **12** years or greater seniority.
- 19.04** Regular vacations shall not be accumulated or waived but must be taken within the current vacation year.
- 19.05** An employee who leaves the employment of the Company for any reason, shall receive accrued vacation pay based on the employee's vacation entitlement.
- 19.06** Employees who take vacation entitlement between the beginning of the second week in January and May 31st will receive an additional amount of \$150.00 per week of vacation. This amount is in addition to that earned under **19.02** and **19.03**.

ARTICLE 20 - PREMIUMS

- 20.01 A shift differential of \$0.50 will be paid for hours worked on shifts commencing after 3:00 p.m. and ending before 11:30 p.m.

A shift differential of \$0.65 will be paid for hours worked on shifts commencing after 11:00 p.m. and ending before 7:30 a.m.

Shift differential shall not be paid for hours an employee works at overtime rates.

- 20.02 An additional premium of \$2.75 shall be paid for each hour worked on a scheduled shift on Sunday at the employee's basic hourly rate.

This is in addition to any shift differential applicable.

- 20.03 The Company shall pay each actively employed employee a transportation allowance of \$165.00 per month effective on November 1, 2007 and increase again to \$175.00 on November 1, 2008. All employees are eligible for such allowance except employees who are off work for more than thirty (30) calendar days. Such employees will have their travel allowance reinstated on their return to work date. Effective date of ratification

- 20.04 An employee required to provide his own personal tools shall be provided by his Supervisor with a required tool list. The employee shall establish to his Supervisor's satisfaction that he has all the required tools and on doing so he shall be paid a monthly tool allowance:

The tool allowance shall be paid as follows:

Mechanic and Mechanical Apprentices	\$50.00
Millwrights and Millwright Apprentices	\$50.00
Electricians and Electrical Apprentices	\$50.00
Others	\$25.00

20.05 Except persons who are designated to train apprentices, an employee designated to train another employee in a specified skill or function shall receive a premium of \$1.00 per hour above his regular base rate for all hours worked as a trainer.

ARTICLE 21 - BENEFITS

21.01 The Company shall maintain agreements providing welfare plan benefits as summarized below:

- a. Dental Plan - A basic service dental plan to provide 100% payment of basic service claims, plus prosthodontic appliances and crown and bridge procedures, to provide 85% of restorative claims. The percentage of payment for services under the above plans will be based on the College of Dental Surgeons schedule of fee allowances.

Orthodontic coverage per dependent child of 60% to a lifetime maximum of \$4,000.

Employees shall become eligible for this plan following the completion of their probationary period.

- b. Group Life Insurance \$100,000
- c. Accidental Death & Dismemberment \$100,000

- d. Optional Life Insurance - An employee and spouse may each apply for up to \$400,000 coverage and \$10,000 for each child. Premiums are fully paid by the employee.
- e. Extended Health Benefits - Health Care Card for prescriptions with a \$1.00 charge per prescription (increasing to \$2.00 January 1, 2008). Other Supplemental Health care benefits provided as per current practice.
- f. Weekly Indemnity - 75% of maximum insurable earnings per week based on a 1.3.39 plan.
- g. Long Term Disability Benefit - will be Company funded at 65% of base monthly earnings.

Benefits are payable to an employee who is off work because of non-occupational illness or injury. Benefits commence on expiry of Weekly Indemnity payments and continue as long as disability continues, but not past 65; or until retirement or death.

- h. Vision Care - \$300.00 every twenty-four (24) months per member of the family as of November 1, 2007.
- i. The Company will provide extended Healthcare, Vision care and Prescription drug coverage during a temporary layoff under 14.02 and also for four-(4) months after date of permanent lay-off.

21.02 Pension Plan

a. Membership

All hourly paid employees, on meeting the membership requirements of the Plan, shall become members of the Pension Plan.

b. Vesting and Locking In

After two years of plan membership.

c. Amount of Pension

First through fifth year of
Credited Service \$50.00

Sixth through tenth year of
Credited Service \$55.00

Eleventh through fifteenth year of
Credited Service \$57.50

Sixteenth year of Credited Service
and above \$60.00

21.03 The expenses of the health and welfare plan shall be paid for by the Company except as provided for in the cost sharing arrangement above.

ARTICLE 22 - GENERAL PROVISIONS

22.01 The Company agrees to provide bulletin boards in the Mine and Mill dries to employees in the plant for the purpose of posting meeting notices and official Union information. Notices shall be signed and posted only by officers of the Union and shall be in keeping with the spirit and intent of this Agreement.

22.02 The Company agrees to negotiate with the two (2) executive members of the Union, the rate of pay for any new or changed job prior to the job being installed. However, if the parties fail to agree on the

new rate, they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs performed by members of the bargaining unit.

- 22.03 The Company agrees that all employees shall be paid bi-weekly by bank deposit prior to 3:30 p.m. on Thursdays and such shall be deposited into the bank or Credit Union in Marathon, Manitouwadge, or White River.
- 22.04 The Company agrees to pay and the Union agrees to accept for the term of this agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this agreement.
- 22.05 All official communications between the Parties shall be sent to the following addresses:
- Union:
UNITED STEELWORKERS OF AMERICA
Local 9165
Box 298
Marathon, Ontario POT 2E0
- Company:
TECK-CORONA OPERATING CORPORATION
David Bell Mine
P.O. Bag 11
Marathon, Ontario POT 2E0
- 22.06 The Company agrees to reimburse 100% of the cost of tuition for courses approved by the Company in advance. Reimbursement will be made upon presentation of evidence of successful completion of the course.

ARTICLE 23 - DURATION

- 23.01** This Agreement shall become effective on the date of ratification and shall continue in effect up to and including the **31st** day of October **2010**.
- 23.02** In the event that the date of closure is not reached or scheduled to be reached during the life of this agreement and yet is scheduled for within a period of twelve months following the expiry date of this agreement then it is agreed that the company and the union will meet in the last six (6) months of the collective agreement and see if they can reach a one year extension term. If no agreement can be reached then the parties will establish a final offer selection arbitrator on the following items for a one year agreement ending October **31, 2011**. The items that may be placed before the arbitrator are wages, travel allowance and health benefits for active employees.
- 23.03** Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation. If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 23.04** If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

Signed on behalf of the Company:

**Aileen Pajunen
Andrew Keough
Louise Seguin**

Signed on behalf of the Union:

**H. Daniher
D. Schwantz
B. Puhakka
M. McKey
L. Boyd**

SCHEDULE A - RATES OF PAY

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Job Class	Classification	Nov.1/07	Nov.1/08	Nov.1/09
Maintenance Leader	Electrical Heavy Duty Mechanical Millwright Surface Maintenance	32.23	33.04	33.70
Leader	Mine - Construction Mine - Development	31.55	32.34	32.99
JIM Status	Journeyman - Electrician Journeyman - Heavy Duty Mechanic Journeyman - Millwright Journeyman - Welder Journeyman - Surface Maintenance	30.87	31.64	32.27
1	Hoistman Shaftman Surface Crew Leader Paste Plant Operator 1	30.07	30.82	31.44
2	Miner 1 - Development Miner 1 - Production Miner 1 - Construction Shaft Attendant 1 Trades 1 - Electrician Trades 1 - Heavy Duty Mechanic Trades 1 - Millwright Surface Crew 1 Sanitation Person	29.39	30.12	30.72
3	Miner 2 - Development Miner 2 - Production Miner 2 - Construction Shaft Attendant 2 Trades 2 - Electrician Trades 2 - Heavy Duty Mechanic Trades 2 - Millwright Warehouse 1 Surface Crew 2	28.26	28.97	29.55
4	Miner 3 Shaft Attendant 3 Trades 3 - Electrician Trades 3 - Heavy Duty Mechanic Trades 3 - Millwright Surface Crew 3	26.89	27.56	28.11
5	Miner 4 (Trainee) Trades 4 - Electrician Trades 4 - Heavy Duty Mechanic Trades 4 - Millwright Warehouse 2	25.35	25.98	26.50
6	Trades 5 Warehouse 3	24.15	24.75	25.25
7	Janitor Maintenance Labourer Mine Labourer	21.83	22.38	22.83

SCHEDULE B -APPRENTICES

The basic hourly wage rate for Apprentices shall be those rates established for the following specific wage grades according to Schedule A - Rates of Pay.

1st period	Wage Grade 6
2nd period	Wage Grade 5
3rd period	Wage Grade 4
4th period	Wage Grade 3
5th period	Wage Grade 2
End of 5th period	J/M's rate

Millwright:

Apprenticeship duration of 5 periods; each 1600 hours.

Total apprenticeship time; 8000 hours.

Heavy Duty Mechanic and Electrician:

Apprenticeship duration of 5 periods; each 1800 hours.

Total apprenticeship time; 9000 hours.

Any trades not listed shall also be broken into 5 equal periods with total time corresponding to the required hours as set out by the apprenticeship contract in the specific trade.

All apprenticeship opportunities identified by the Company shall be posted in accordance with the Apprenticeship Selection Process. Notwithstanding Article 15, the process of selecting apprentices will be as per the David Bell Mine Apprenticeship Selection Process document. There will be a Committee comprised of two (2) Management and two (2) Union members who shall review the Apprenticeship Selection Process not later than March 31 of every year. Time spent at Committee meetings shall be paid at the employee's appropriate rate.

The Company will submit the necessary and proper information to the Apprenticeship Standards Branch of the Government of Ontario to enable them to assess each successful apprenticeship applicant with respect to hours worked in the trade and with respect to formal school requirements. Based on the Apprenticeship Standards Branch assessment, each employee will be placed into the appropriate Job Class in Schedule A.

Employees who are given leave to attend formal classes as part of the Company's apprenticeship program will be paid at their regular base rate of pay for regular work hours missed. Their benefits will be maintained, including their travel allowance, and they will receive their tool allowance. These payments will be made for each school period in the Company's apprenticeship program, except where an employee is at school repeating a failed school period. When an employee is repeating a failed school period, he will be granted an unpaid leave of absence under Article 17.01. Such leaves will be deemed to be for a reason acceptable to the Company and not, therefore, interfering with operations. Persons on such leave will be extended benefit and pension coverage under Article 21.

Employees who fail a school period being repeated will remain at the Job Class level in Schedule A that they currently occupy. They will be removed from the apprenticeship program and will not be eligible for leaves to attend future school periods. Further movement in the progression to the Journeyman Status Job Class will be based on hours in the trade and demonstrated ability, to the Company's standards, to perform the work at successive trades levels.

Indentured employees will be expected to attend consecutive scheduled school periods. However, an apprentice may defer (choose not to attend) one scheduled school period in the course of his total indentureship.

A second deferral of a scheduled school period in the course of his total indentureship will result in the employee being removed from the apprenticeship program and placed in the appropriate trades classification, unless the circumstances giving rise to the deferral are for reasons acceptable to the Company.

The Parties agree to the following provisions regarding apprentices purchasing textbooks:

- a. Upon successful completion of each year's technical training assignment, the Company will refund to the apprentice the cost of approved textbooks on presentation of receipts.
- b. This payment shall be made as soon as the apprenticeship school report is received.

APPRENTICESHIP SELECTION PROCESS

Vacancies for apprenticeships will be posted: however, those wishing consideration may apply to the Employee Relations Department at any time. Applicants for apprenticeships will be evaluated at the time their application for apprenticeship is received. The selection process will be conducted at the time of posting, and will consider the following criteria:

- a. Work history and education related to the trade
- b. Trades aptitude examination
- c. Job performance
- d. Company seniority

Each of the **above** factors will be weighted in the selection process.

Where applicants are for all intents and purposes equal, company seniority will then be the deciding factor.

The supervisor in whose area the apprenticeship vacancy exists, with the Employee Relations department, will carry out the selection process.

The Union may have a representative audit this selection process. If such meetings are scheduled during the representative's working hours, time spent in such meetings will be considered as time worked with no loss in earnings.

An apprenticeship vacancy will be posted for ten (10) days and employees may apply, with the following restrictions:

- a. Employees must have at least one (1) year of Company seniority as defined in Article 10.03. If there are no interested applicants who meet the Ontario Ministry of Skills Development prerequisites for an apprenticeship, employees with less than one (1) year of Company seniority will be considered. If there are still no interested applicants who meet the Ontario Ministry of Skills Development prerequisites for an apprenticeship, Journeyman who have already earned Journeyman status through a David Bell apprenticeship program will be considered.
- b. In order to be considered for an apprenticeship posting, all applicants must meet Ontario Ministry of Skills Development prerequisites.
- c. An employee who has failed out of an apprenticeship or who is already in an apprenticeship is not eligible to be considered for an apprenticeship posting.

- d. When no interested applicants meet the Ontario government prerequisites for apprenticeship, the Company may hire either an Apprentice or a Journeyman. If an outside Apprentice is considered, applicants will be required to meet the government and Company prerequisites for apprenticeship in order to be hired.
- e. It must be recognized that an employee's commitment to undertake an apprenticeship program is very important. Not only is learning on the job a requirement, but long periods at school are necessary. Therefore, it must be agreed with the applicant that there are no impediments at the time of the posting which would make participation to completion of the apprenticeship program unlikely.

RESPONSIBILITIES IN THE APPRENTICESHIP SELECTION

It is the responsibility of the employee who is applying for an apprenticeship to provide, by the close of the posting, all information and certificates related to experience gained and courses taken that directly relate to the apprenticeship that has been applied for.

The Employee Relations department will administer the trades-related tests and score them, calculate the point value of each applicant for Company Seniority, distribute and collect Employee Performance Appraisals for the applicants and arrange interviews between the applicants and the trades supervisor.

APPRENTICESHIP EVALUATIONS

Selection categories b and c will be scored out of 50 points; categories a and d will be scored out of 30 points.

1. WORK HISTORY AND EDUCATION RELATED TO THE TRADE

i) Work History

This would include all past experience that specifically relates to the apprenticeship that has been applied for. Areas of consideration when deciding the specific point value for past experience are:

- familiarity with the trade through the jobs the applicant has worked at (i.e., H.D. Mechanics - an equipment operator would have some exposure to the job; Millwrights - a person who has worked in the Mill would have some exposure to the **job**).
- consider the amount and quality of experience, as well as the time spent in the position, to assess experience related to the trade.
- has the applicant worked in any jobs that have given him experience with shop practices and safety as it relates to the trade?
- how in-depth has this experience been?

Points are divided into three areas:

- Shop practices 4
- Trade-related experience 4
- Other work-related experience 4

ii) Education Related to the Trade

In this area the applicants' trade-related education is considered. Have they taken a pre-apprenticeship or any trade-related courses? First Aid and Mine Rescue courses, although helpful, are of a general nature and are not specifically trade-related. They will not be considered. Points for extra effort relating to trade education are being awarded here.

A fully completed pre-apprenticeship program that has been taken in the trade that is being applied for would be worth 18 points. Other courses would be comparatively judged, using the pre-apprenticeship as a standard.

Courses taken in conjunction with the prerequisites for the Ontario Ministry of Skills Development Apprenticeship Program would not be counted, i.e., GED or grade twelve upgrading would not count. Points will be determined by the Employee Relations department to ensure consistency.

b. TRADES APTITUDE EXAMINATION

This test is conducted through the Employee Relations department. The pass mark is 50%. A candidate would be permitted to write a maximum of two tests, with the better of the two marks being taken. It is only necessary to write and pass one test. Trade aptitude test points would be calculated

as one (1) point for each percentage (%) point above the fifty percent (50%) pass level.

c. COMPANY SENIORITY

This is based on an employee's Company seniority at the time the posting closes.

One point will be awarded for each completed 3 months of Company seniority up to a maximum of 50 points.

d. JOB PERFORMANCE

A performance evaluation will be conducted for each candidate by the immediate Supervisor. The evaluation is an overall performance at the present job. It is recognized that at times an employee will have changed shifts or departments just prior to the posting. In this case the evaluation may be carried out by the previous Supervisor.

The evaluation will be scored by the Employee Relations department.

The five categories evaluated are:

- Quality of Work
- Quantity of Work
- Initiative
- Safety
- Attendance

Each category is valued out of 6 points. Points will be awarded on the following basis:

- | | |
|----------|--------------------|
| 6 points | Exceptional |
| 4 points | Fully satisfactory |
| 2 points | Needs improvement |
| 0 points | Inadequate |

AWARDING THE APPRENTICESHIP

Once a new apprentice has been selected, each unsuccessful candidate will be briefed with respect to their own personal results. This information is to help the unsuccessful candidates to take steps to improve their standing for their next bid for an apprenticeship.

After the award of an apprenticeship, the name of the successful candidate will be posted within seven (7) days.

At this point the new apprentice will be asked to come to the Employee Relations department and complete the necessary forms to apply for indentureship. He will also see the supervisor for the area he will be working in, to discuss the move into the trade.

There may be a waiting period from the time the apprenticeship is awarded to the start date of the apprenticeship. This is to minimize the disruption in the operation as there will likely be a need to fill the successful candidate's previous position in the Company.

SCHEDULE C

12-Hour Continuous Shift Schedule

The current 12-hour continuous shift schedule will continue indefinitely according to the following:

1. All provisions of the Collective Agreement shall apply to those employees covered by the Collective Agreement except as otherwise specifically provided herein.
2. Probation
(Replacing Article 11.01)

A newly hired employee assigned to the 12-hour shift schedule shall be a probationary employee and shall have no seniority rights during the first thirty (30) shifts worked. Employment of a probationary employee may be discontinued by the Company, at its discretion, during this probationary period. After completion of the probationary period, seniority shall date from the beginning of such probationary period.

3. Hours of Work
(Replacing Article 16.01)

The standard work week will be 40 hours, over the 168 hour cycle.

The work week shall begin at the commencement of night shift Sunday and run for seven (7) days.

Twelve (12) hours at the workplace will constitute a normal shift's work for each employee.

4. Scheduled Hours of Work
(Replacing Article 16.07)

The normal scheduled hours of work shall be:

Day Shift 7:00 a.m. to 7:00 p.m.
Night Shift 7:00 p.m. to 7:00 a.m.

The lunch periods shall be two at one-half (1/2) hour each, paid as though worked.

5. Overtime
(Replacing Article 16.09)

Any authorized work performed in excess of the regular scheduled shifts (168 hour cycle) shall be paid at the rate of one and one-half (1 1/2) the employee's basic hourly rate.

Overtime (8 hours per cycle) which is part of the regular cycle becomes scheduled and is not optional.

6. **(Replacing Article 16.20)**

An employee who reports to work on his regular shift, without having been notified that no work is available, shall be paid ~~six~~ (6) hours at his regular rate of pay.

7. Article 16.23

When an employee's shift schedule is changed to a 12-hour schedule, overtime at the rate of one and one-half (1 1/2) times his basic hourly rate will be paid for all hours worked in the calendar week in which the schedule change occurs which are in excess of the number of hours scheduled under the

employee's previous schedule for that calendar week.

8. Article 17.05

For the purposes of the 12-hour shift schedule, the employee will receive 12 hours pay at his basic hourly rate for those scheduled shifts off work for which he is eligible.

9. Statutory Holidays

For the purposes of the 12-hour shift schedule a statutory holiday will begin at 7:30 a.m. on the day of the holiday and end at 7:30 a.m. the following day, unless otherwise mutually agreed by the parties.

Where an employee is not scheduled to work on a statutory holiday, he shall be paid 8 hours pay at straight time in accordance with Articles 18.01 and 18.03 of the Collective Agreement.

It is agreed that an employee who is normally scheduled to work a Statutory Holiday and applies to take this day off, and it is mutually agreed upon, he may request a leave of absence for this day.

10. (Replacing Letter of Agreement re Article 18.01 - p. 54)

It was agreed during negotiations that employees working a 4 x 4 12-hour shift rotation will take 1.5 days (12 hours) of floating holidays per requested shift off. The remaining 8 hours of floating holiday may be "topped up" with 4 hours unpaid leave of

absence to allow the employee a full shift off. This is to minimize the loss of earnings during the shift.

Notwithstanding the above, employees working a 4 x 4 12-hour shift schedule may elect, in writing at the beginning of their anniversary year, to take 8 hours of floating holidays per requested shift off. The remaining 4 hours per shift of floating holiday would be "topped up" with 4 hours unpaid leave of absence to allow the employee a full shift off.

11. (Replacing Article 18.02)

Where an employee's regular scheduled 12-hour shift falls on a statutory holiday as listed in Article 18.01 and he works his shift, he shall be paid at one and one-half (1.5) his basic rate of pay for all hours worked on that shift in addition to twelve (12) hours pay at straight time.

12. (Replacing Article 20.01)

A shift differential of \$0.65 per hour shall be paid for each hour worked between 7:00 p.m. and 7:00 a.m. Shift differential shall not be paid for hours an employee works at overtime rates, unless it is Overtime that is "built in" to the 12-hour shift schedule and therefore is scheduled overtime.

13. (Replacing Article 20.02)

An additional premium of \$2.75 shall be paid for each hour worked on a scheduled shift on Sunday. This premium shall not be paid for hours an employee works on an unscheduled overtime shift,

i.e., a shift which is not "built in" to the 12-hour shift schedule.

This ~~is~~ is in addition to any shift differential applicable.

SCHEDULE C/2

10 -Hour Continuous Shift Schedule

The current 10 hour continuous shift schedule will continue indefinitely according to the following:

1. All provisions of the Collective Agreement shall apply to those employees covered by the Collective Agreement except as otherwise specifically provided herein.
2. Probation
(Replacing Article 11.01)

A newly hired employee assigned to the 10 hour shift schedule shall be a probationary employee and shall have no seniority rights during the first thirty (30) shifts worked when assigned to 10 hours shifts. Employment of a probationary employee may be discontinued by the Company, at its discretion, during this probationary period. After completion of the probationary period, seniority shall date from the beginning of such probationary period.

3. Hours of Work
(Replacing Article 16.01)

The standard work week will be 40 hours, over the 120 hour cycle.

The work week shall begin at the commencement of night shift Sunday and run for seven (7) days.

Ten (10) hours as per the employee's regular scheduled shift at the workplace will constitute a normal shift's work for each employee.

4. Scheduled Hours of Work
(Replacing Article 16.07)

The normal scheduled hours of work shall commence between the hours of:

Day Shift 7:00 a.m. to 8:00 a.m.
Night Shift 7:00 p.m. to 8:00 p.m.

The shifts shall conclude as per the employee's scheduled shift of either ten

The lunch period shall be one at one-half (1/2) hour each, paid as though worked on a 10 hour shift

5. Overtime
(Replacing Article 16.09)

Any authorized work performed in excess of the regular scheduled shifts (120 hour cycle) shall be paid at the rate of one and one-half (1%) the employee's basic hourly rate.

6. (Replacing Article 16.20)

An employee on 10 hour shifts who reports to work on his regular shift, without having been notified that

no work is available, shall be paid five (5) hours at his regular rate of pay.

7. Article 16.23

When an employee's shift schedule is changed to a 10 hour schedule, overtime at the rate of one and one-half (1½) times his basic hourly rate will be paid for all hours worked in the calendar week in which the schedule change occurs which are in excess of the number of hours scheduled under the employee's previous schedule for that calendar week.

8. Article 17.05

For the purposes of the 10-hour shift schedule, the employee will receive 10 hours pay at his basic hourly rate for those scheduled shifts off work for which he is eligible.

9. Statutory Holidays

For the purposes of the 10 hour shift schedule a statutory holiday will begin at the normal start time on or the following day, in accordance with the scheduled shifts, unless otherwise mutually agreed by the parties.

Where an employee is not scheduled to work on a statutory holiday, he shall be paid 10 hours pay at straight time in accordance with Articles 18.01 and 18.03 of the Collective Agreement.

It is agreed that an employee who is normally scheduled to work a Statutory Holiday and applies to take this day off, and it is mutually agreed upon, he may request a leave of absence for this day.

10. (Replacing Letter of Agreement re Article 18.01 - p. 54)

Employees working a 10 hour shift schedule will take one shift (8) hours of floating holiday per request, the remaining two (2) hours may be "topped up" with two 2 hours unpaid leave of absence to allow the employee a full shift off.

11. (Replacing Article 18.02)

Where an employee's regular scheduled 10 hour shift falls on a statutory holiday as listed in Article 18.01 and he works his shift, he shall be paid at one and one-half (1-1/2) his basic rate of pay for all hours worked on that shift in addition to ten (10) hours pay at straight time.

12. (Replacing Article 20.01)

A shift differential of \$0.65 per hour shall be paid for each hour worked between the recognized shift schedules. Shift differential shall not be paid for hours an employee works at overtime rates.

13. (Replacing Article 20.02)

An additional premium of \$2.75 shall be paid for each hour worked on a scheduled shift on Sunday. This premium shall not be paid for hours an employee works on an unscheduled overtime shift.

14. On a two shift operation definition of day shift is a shift that commences in the A.M while night shift is a shift that commences in the P.M – there will be no evening shift.
15. Shift schedules agreed would be in effect for a six month period and then subject to a formal review by the parties and proper notice the shift schedules or amended schedules as the case might be would subsequently remain in effect for periods of no less than three month periods.
16. Upon receiving written notice from the Company the Union will agree to meet with the Company to review alternative shift schedules not set out in the collective agreement. Subject to the parties reaching mutual agreement on an alternative schedule the new schedule would be put to a membership vote at the mine site within 15 days.

SCHEDULE D - LETTERS OF AGREEMENT

Letters of Agreement
between
Teck-Corona Operating Corporation
and
United Steelworkers of America
Local 9165

1. ARTICLE 6.02

It was agreed during negotiations that "casual discussion" that does not interfere with an employee(s)' work or take an employee(s) away from his place of work shall not be construed as Union activity.

2. ARTICLE 6.15

It was agreed during negotiations that time spent by employees attending Union/Management meetings will be at their appropriate rate of pay and will be considered time worked for calculating overtime. In addition, should the meeting be held outside the employee's regularly scheduled hours of work, or extend past his regularly scheduled hours of work, he will be paid at time and one-half (1%) his regular rate.

3. ARTICLE 7.02 (a)

It was agreed during negotiations that it will not normally be necessary to include a second line supervisor in the Stage 1 meeting.

4. ARTICLE9

It was agreed during negotiations that it is recognized that the President of the Local Union has a role to play in health and safety matters. Monitoring to ensure that proper joint systems are in place and that they are responding effectively to health and safety issues is part of this role. It is also understood that where a significant health and safety matter is not, in the Local President's view, being resolved using the normal system and committees in place at the minesite, that the Local President will bring his concerns to the attention of mine management and/or the Employee Relations department.

5. ARTICLE 9.04

It was agreed during negotiations that the Company will pay the regular or premium rates as may be proper to the Union President for attendance at the Joint Health and Safety Committee meetings when the Employee Relations Superintendent or other Company official is on the agenda to present to the committee a matter involving labour relations.

6. ARTICLE 9.10

It was agreed during negotiations that Health and Safety Representatives will conduct accident/incident investigations within their respective departments. The Worker Health and Safety Advisor will be available only to assist with the investigation, if required.

When a Health and Safety Representative is not available in the department requiring the investigation, then a Health and Safety Representative from another department will be permitted to conduct the investigation.

7. ARTICLE 9.11

It was agreed during negotiations that there shall be representatives of workers on each shift trained to conduct air quantity tests underground. These worker representatives will be health and safety representatives or such other underground employees as identified by the Local Union. In the temporary absence from work of these representatives, the mine supervisors are trained to conduct the tests.

Additionally, these worker representatives will be given appropriate training in ventilation measurement practices in order to conduct basic air quality testing. They will also be given access, when they request it, to the ventilation testing processes and procedures carried out by the Engineering department.

a. HEALTH & HYGIENE COMMITTEE

It was agreed during negotiations that the Health & Hygiene Committee duties will be combined with the duties and expectations of the Joint Health and Safety committee

9. ARTICLE 14 DELETED/ RENUMBER BELOW

10. ARTICLE 14.01

It was agreed during negotiations that in the case of a lay-off other than a "temporary emergency shutdown", the qualifications and/or ability portion of Article 14.01(b) will be interpreted to include only qualifications and/or ability which were demonstrated either by reason of the employee having been classified while at David Bell Mine in a classification listed in the Schedule A in effect at the time of the lay-off, or work which is included in the line of progression to reach such a classification.

11. ARTICLE 18.04

It was agreed during negotiations that Article 18.04 will be interpreted in accordance with Section 25(1)(d) of the Employment Standards Act. The employee will receive no pay "without reasonable cause". Where "reasonable cause" for a failure to report can be shown, the employee will be paid for the Statutory Holiday.

12. ARTICLE 21

It was agreed during negotiations that all benefits will continue to be paid by the Company for thirty (30) months from the date last worked to employees absent due to occupational injury. An extension of a further six (6) months may be approved if it can reasonably be expected that the employee will return to work during the six-month extension.

LETTERS 13 | 14 DELETED

15. DISCIPLINARY NOTATION

It was agreed during negotiations that excepting innocent absenteeism, the Company shall remove from any employee's record any disciplinary notation after twelve (12) months provided that during that time the employee does not receive further discipline.

16. STUDENTS

Students during the summer vacation period may perform work in the job classification of Janitors but will not do so in a manner that impacts on any employee's regular hours of work or overtime opportunities for employees within the Janitor classification or those that are on the spare call in list. Students shall not be given overtime opportunities save and except where all eligible employees have declined that work. All students will receive safety training and will not be assigned any work in the Janitor classification which they are not able to perform safely.

17. TRADES CLASSIFICATIONS

It was agreed during negotiations that persons identified in the following classifications in Schedule A will spend most of their total work time (90% to 100% of the time over two calendar months) performing work designated to their classification. The balance (if any) will be work the employee can safely perform.

Journeyman - Electrician
Journeyman - Millwright

Journeyman - Heavy Duty Mechanic
Journeyman - Welder
Journeyman - Surface Maintenance
Apprentice Trades 1 - Electrician
Apprentice Trades 1 - Millwright
Apprentice Trades 1 - Heavy Duty Mechanic

Apprentice Trades 2 - Electrician
Apprentice Trades 2 - Millwright
Apprentice Trades 2 - Heavy Duty Mechanic

Apprentice Trades 3 - Electrician
Apprentice Trades 3 - Millwright
Apprentice Trades 3 - Heavy Duty Mechanic

Apprentice Trades 4 - Electrician
Apprentice Trades 4 - Millwright
Apprentice Trades 4 - Heavy Duty Mechanic

18. **MAINTENANCE**

It was agreed during negotiations that entry into the Maintenance trades system will be limited to:

- a. a posting for an apprentice in accordance with Article 15, Schedule B and the Apprenticeship Selection Process document.
- b. a posting for a Journeyman in accordance with Article 15.

19. **HEAVY DUTY MECHANICS**

It was agreed during negotiations to discontinue the current practice of a scheduled day shift on weekends for Heavy Duty Mechanics. It was further

agreed that this weekend coverage is necessary and will be provided with voluntary overtime.

Should these shifts not be covered, the Company will be required to review other alternatives to provide the necessary coverage. The Union will be informed of such a review and asked to make suggestions or recommendations.

20. SURFACE CREW

It was agreed during negotiations that the Surface Crew is part of the Maintenance department.

21. APPRENTICE RATIOS

It was agreed during negotiations that the Company will maintain a ratio of apprentices to budgeted positions for the Electrical, Heavy Duty and Millwright trades in the following manner.

1. Budgeted positions for Electricians divided by 5.
Example: If there are 17 budgeted positions, therefore, 3 apprentices would be required.
2. Budgeted positions for Heavy Duty Mechanics divided by 5. Example: If there are 19 budgeted positions, therefore, 3 apprentices would be required.
3. Budgeted positions for Millwrights divided by 5.
Example: If there are 12 budgeted positions, therefore, 2 apprentices would be required.

Areas where no apprenticeships are available through the Ministry of Skills Development, such as

Welding and Surface Maintenance, will not be included in the ratio calculation.

If the Worker Health & Safety Advisor position is not filled from within the Maintenance department then it will not be included in the apprenticeship ratio calculation.

Persons who are below the Journeyman level but who are not in the apprentice program, will be considered apprentices for the purpose of the ratio count.

Ratios in each of the three apprentice areas will be maintained by posting for apprentice positions only when a vacancy occurs in the trade area where the ratio requires the addition of an apprentice, i.e., ratios will not be maintained through adjustments to the manpower budget.

Where a posting for an apprentice results in there being no successful candidate, the Company may either hire an apprentice or a Journeyman from outside the Company, regardless of the ratio requirement.

It is understood and agreed that the apprenticeship ratios outlined in this letter of agreement re Apprenticeship Ratios will not be changed during the term of this agreement.

22. ROAD CLOSURE

It was agreed during negotiations that in the event of a road closure, regularly scheduled hours not worked during the road closure period will be considered as time worked for the purpose of overtime calculation.

It was agreed during negotiations that in the event of a road closure, employees not required to be on standby, and who are able to report to work during their scheduled shift hours in a reasonable time period after the road is opened, will be paid for all of their regular shift. Hours not worked will be paid at their basic rate of pay. Employees who do not report for work during their regular shift will not be paid for the shift but will not be penalized in any other way.

23. ROAD CLOSURE - CONTINUOUS OPERATIONS

It was agreed during negotiations that those employees, including those on continuous operations, who are required by the Company to remain on standby during a road closure will be paid for their regular shift at their basic hourly rate of pay.

In the event that an employee is called in during these standby hours and cannot be reached by telephone at his place of residence, he will not be paid for the standby shift.

24. EMPLOYEE & FAMILY ASSISTANCE PROGRAM

It was agreed during negotiations that a joint Committee, called the Employee & Family Assistance Committee, be established to review and make recommendations with respect to an Employee & Family Assistance Program for the mine. Once the structure and the process have been mutually agreed, the program will be implemented.

25. WORKERS COMPENSATION COMMITTEE

- a. It was agreed during negotiations that a joint committee, called the WCB Committee, be established to review and make recommendations with respect to Workers' Compensation issues, including the duty to accommodate.
- b. The WCB Committee shall consist of three (3) Company representatives and three (3) Union representatives. The Company and Union shall alternately select the Committee Chairperson from among its members to the Committee. The Committee shall determine how the agenda is set and which Committee member will take minutes. The minutes will be agreed upon and signed by both parties prior to posting them on the bulletin board. Minutes being posted will not contain any confidential information. The Committee will meet quarterly, or with greater frequency as determined by the committee.
- c. Committee members shall have access to all Form 7's and any additional information that forms part of the Form 7. It is understood that all Committee members will treat all information received by the Committee in a confidential manner. Any Committee member violating this confidentiality will be immediately removed from the Committee.
- d. A Union representative from the committee may be in attendance with the injured worker when he signs the Form 7 if such representative is requested to attend by the injured worker.

- e. Time spent at Committee meetings on part of those employees representing the Union shall be paid for at the employee's appropriate rate.

26. WORKERS' COMPENSATION BENEFITS

It was agreed during negotiations that where an employee has been off work for more than two (2) weeks as a result of an occupational injury/illness, and where the employee has not yet received benefits from the Workers' Compensation Board, and where the Company is not contesting the employee's claim, the Company will provide an advance(s) to the employee to cover his Workers' Compensation benefit.

The employee will assign his benefits from the Board directly to the Company to repay this advance.

In the event that there is any question by the Workers' Compensation Board and/or the treating physician as to the work relatedness of the injury/illness, but not as to its validity, the advance will be provided at the weekly indemnity benefit level. The same assignment form will be required from the employee.

27. LITERACY

It was agreed during negotiations that the Company would establish a literacy program for all interested employees. The selection of the program will be mutually agreed.

28. EDUCATION FUND

With respect to the Education Fund, the Company hereby agrees to deduct from each employee covered by the Collective Agreement, twice per year, the sum of \$10.20 to be remitted to the USWA Local 9165 semi-annually, after the second pay in January and July.

The amount deducted and remitted will be based on the estimated regular hours of work at \$0.01 per hour.

It is understood that participation by an employee in the Education Fund program of deductions set forth above may be discontinued by an employee after the receipt by the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay.

The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this letter.

29. HUMANITY FUND

With respect to the Humanity Fund, the Company hereby agrees to deduct from each employee covered by the Collective Agreement, twice per year, the sum of \$10.20, to be remitted to the USWA Humanity Fund semi-annually, after the second pay in January and July.

The amount deducted and remitted will be based on the estimated regular hours of work at \$0.01 per hour.

It is understood that participation by an employee in the Humanity Fund program of deductions set forth above may be discontinued by an employee after the receipt by the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay.

The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this letter.

30. SEVERANCE

In the event of a lay-off due to a permanent downsizing or closure, employees so affected will be given a severance payment of eighty (80) hours pay at their regular base rate for each year of continuous service. Severance calculations will be pro-rated and calculated up to and including the employees last day work. Severance payments will not be made to an employee who is dismissed or who quits prior to the permanent lay-off or closure date. Severance payments will be deemed to include any severance payments required by statute. Employees who are paid a severance payment will lose their seniority with the Company and will have no right to recall.

After receiving notice of permanent layoff and where he or she is entitled to elect to accept the layoff status and the employee has elected to accept a layoff, then he or she may provide thirty (30) days of notice in writing where he or she has a bona fide job offer or may retire (if qualified) and shall remain eligible for severance pay.

At negotiations the company model and forms during the last two downsizings was discussed and the company agreed to utilise the same approach during the closure.

31. CAGE DELAYS

Should the issue of cage delays become an issue in the future the parties agree to meet within thirty days of the matter being raised by the union to address the matter and reasonably alleviated and if necessary compensated employees for excess period of delay to the mutual agreement of the Union and the Company.

32. PASTEPLANT/MILL

Where ever reference is made "Mill" in the body or auxiliary documents of the Collective Agreement they shall mean "Paste Plant"

33. TRANSITION PAYMENT

\$1250.00 to each permanently laid off (or employee who accepts voluntary severance with a waiver of recall) employee who is currently employed on the day of ratification.

Where an employee is severed (regardless of service) it is agreed that in addition to his or her benefit continuation for a four (4) month period under 21.01(i) the employer will also provide a one time benefit adjustment health allowance payment of \$500.00 per employee.

34. **LABOUR ADJUSTMENT COMMITTEE**

Labour adjustment committee: formulated meet as required/ minimum of **3** committee members. Insofar as possible the committee will meet during working hours. The Company will pay employees for time spent on the committee; such pay will be at the employee's basic hourly rate.

35. **CONTRACTING OUT COMMITTEE**

Contracting out committee formulated meet quarterly. Insofar as possible the committee will meet during working hours. The Company will pay employees for time spent on the committee; such pay will be at the employee's basic hourly rate.

36. **CONTRACTOR RATIO**

Contractor not exceed a ratio of one **(1)** to one **(1)** relative to bargaining unit employees.

37. **SEVERANCE PAYMENTS**

In the event that a permanent change occurs to an employee's posted position within the last **12** months **of** employment prior to a permanent lay-off that caused a **loss** of paid hourly rate, the severance allowance will be calculated at the employee's previous posted position.

In the event of a permanent lay-off, an employee may elect to accept the lay-off status rather than exercise his seniority to replace a less senior employee provided the Company can maintain the skills required for an efficient operation of the

business. In the event of the employee's will be provided no less than thirty (30) days to consider the voluntary retirement/severance options.

38. LEADERS

The duties of the leader will be:

Under the direction of a salaried employee will have the combined responsibility of directing the work of a group of employees on hourly rated employees on hourly rated production and maintenance jobs and performing some of the same work as that of the group directed. The direction generally consists of activities such as:

1. Plan work to be performed by the group;
2. Determine "on the job" working procedure in the case of repair and maintenance work;
3. Arrange For the necessary tools, supplies and facilities;
4. Assign and instruct (as required) members of the group. This would include Apprentices for Maintenance leaders.
5. Inspect, coordinate and record the work performed by the group.

Direction does not include activities such as:

1. Hire, promote, demote, suspend or discharge members of the bargaining unit;
2. Represent the company in handling employee's grievances
3. Access to confidential information contained in an employee's personnel file.

4. Determine the schedules of hours, days and weeks during which the members of the bargaining unit shall work.
5. Perform other general supervisory functions.

It is understood that no Leader will be required to do any of the duties above regardless of anything in the position profile. Leaders are to make decisions subject to the direction of a salaried employee.

In negotiations the Company indicated its intention to review its Leader requirements and to reduce its total number of employees in leader positions and return these employees to previous positions. It is agreed that where an individual is removed from a Leader position, he will be red circled at the Leader rate he held at the time and this rate would only be reduced if he elects to bump into a lower rated position as part of a subsequent layoff.

39. PROGRESSION CHANGES

It is agreed that with the change of progressions and the introduction of the 2007 agreement, all current Bin Deck's will become Shaft Attendant 3. Rob Drover and Charles Michano who are currently Bin Deck and acting as Shaft Attendant 3 will progress to Shift Attendant 2 following a further six (6) months active service in the SA3. It is also agreed that current SA2's on the date of ratification will progress under the old CBA progression rather having to wait for a posting for SA1.

40. . LETTER ON ARTICLE 16.20

It is understood that where employees are required to and do report for work in accordance with Article 16.20, the company will find meaningful work for the duration of the shift. Not later than the four (4) hour mark of the shift the company will identify its expected regular work needs for the remainder of the shift and will provide surplus employees with the option to go home at that time and receive a half shift of pay. Those who choose to remain at work or who are kept at work after that four hour mark will be guaranteed a full shift of meaningful work and/or will be paid for the full shift if the employer determines that no such work is available. Where there is expected work and no senior employee wishes to stay, the junior employee will remain.

41. LETTER ON TRAINING REGISTERS

Following Certification it is agreed the following will occur:

The training group will provide each employee with a list of current training records from the Intlex system

1. The training group is going to provide each employee with a list of available training (all modules) for comparison
2. Employees are to review this list and compare it with the training they believe they have on record
3. Employees who are interested will sign a release form for the training group to obtain training records from the ministry.
4. Employees will provide the training document a

copy of documents that they have at home that should be in their file

5. All of the records provided will be reviewed and the employee's final Intlex training file will be completed.
6. For each employee who has provided the records above and has reviewed the Intlex listing and responded, the employer will create an action register. This will be completed with the supervisor, employee and training group and, with approval from the general foreman, the action register will outline what training will be given going forward. The training will be required training for the employee's progression and/or bumping in progression. All action registers will be provided to the Union President and monthly reports will be provided on the training status.
7. The process will be completed for all employees, maintenance included.
8. For maintenance employees the supervisors will consult with departmental employees prior to the December meeting and will make an additional list of training items that these employees are required to have to complete their jobs and this training will be added to the individual list and action register where required.
9. Letters outlining this process will be attached to each employees cheque stubs, followed up with support from the union and the training committee.
10. The training committee will meet in the first week of December to review the entire process.
11. The company will provide the necessary funding and human resources to ensure that

the training register actions for individual employees are completed on a timely basis.

LETTER - LONG TERM DISABILITY

It is understood that where an employee has been or is absent from work due to a non occupational illness or injury for in excess of twenty four (24) months and provides no reasonable prognosis for a return to regular duties when asked, his employment will be ended and seniority will be lost. In such a case the employee will be provided with severance pay in accordance with Letter 30 on Severance based upon his last position and the rate of pay for that position twenty four months after he ceased active work and based on all years of service including time spent on disability. These terminations will not occur prior to April 1, 2009 and employees will be given options around severance pay as a retiring allowance rollover or paid in different calendar years as two payments. These employees, where they continue to be eligible for benefits at **the time of** termination, will have benefit continuation in accordance with Article 21.01(i) and will also be provided a one time benefit adjustment health allowance payment of \$500.00.

LETTER – OVERTIME ARTICLE 16

The Employer will, by January 1, 2008, create a system for the tracking of employee overtime opportunities (offers of overtime available, worked, refused) that will be show overtime opportunities by classification, department and interdepartmental in accordance with 16.13 and 16.14 and 16.15. These records will be posted and otherwise made available to the Union monthly.

LETTER ON SECOND LEVEL MINING

A Posting of expression of interest is to go up for ten days. This letter is to state 3 Union personal to work with contractors for six to eight months. While there they are to receive training and be Certified in Buggy Drilling and Blasting.

Whenever possible the employees selected will be scheduled to work on 2 level. The period of training necessary in order to become signed off these employees will be working with Manroc personal in Buggy Drilling and Blasting.

Subsequent to employees being signed off the employees will be retained on 2 Level and will be assigned work for all duties inclusive of but not limited to scaling, ventilation, water, air piping, general level clean up, area preparation, and any other duties within the classification that may be required.

This opportunity is to be run on our current schedule of 10 hour shifts 2 shifts with production bonus to apply.

This is expression of interest is open to all personal in the mine dept and the three selected people will begin this job. If for any reason one person drops out the next in line will

take over. The voids left in the job site will be filled by junior personal or any who are waiting to start a job they were awarded. The vacancy left by this will be filled by work hardening or modified duty workers.

More specifically a list will be created of no less than three employees on each shift who will fill the vacant positions left by the three incumbents and in all cases this list of employees will be exhausted prior to removing the 2 Level employees which will only occur in a case of emergency.

If the Company mines the 1st level then the bargaining unit employees will do the mining and the Company will provide the necessary equipment, subject only to having all the requisite skill and ability.

LETTER ON CLOSURE -REPLACING #9

Once a closure plan is fully drafted to cease operations at the David Bell Mine (likely in the first quarter of 2008), the Company will meet to discuss and set out the plan for the shutdown with the Union within three (3) months.

It is understood that the "date of closure" will be the date when:

- ore has ceased coming up from the David Bell underground;
- the equipment / assets underground that are being removed are brought out from underground;
and
- when the Paste Plant has ceased to operate

It is understood that work such as the demolition and dismantling of buildings, the rehabilitation and restoration of the property and other non-operational (not related to the

mining and processing of ore) work following the date of closure is not covered by the scope and recognition of the collective agreement and may be contracted.

Nothing in this letter detracts from any rights the Union may have in the event that there is any future mining or processing of ore at the site following the date of closure.

The aforementioned letters are acknowledged and agreed.

Signed on behalf of the Company:

Aileen Pajunen
Andrew Keough
Louise Seguin

Signed on behalf of the Union:

H. Daniher
D. Schwantz
B. Puhakka
M. McKey
L. Boyd

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