

COLLECTIVE AGREEMENT

between

**BULLMOOSE
OPERATING
CORPORATION**

and

**COMMUNICATIONS,
ENERGY AND
PAPERWORKERS
UNION OF CANADA**

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This agreement made in the Province of British Columbia, Canada this 18th day of April, 1998.

BETWEEN

Bullmoose Operating Corporation being a corporation in the Province of British Columbia and hereinafter referred to as "the Company"

AND

Communications, Energy and Paperworkers Union of Canada Local 443 hereinafter referred to as "the Union"

Whereas it is the desire of both parties to this agreement to maintain harmonious relations and settle conditions of employment to promote co-operation and understanding between the Company and its employees and recognizing the value of joint discussions and negotiations on matters pertaining to safety and health, employee welfare, rates of pay, hours of work, and other working conditions affecting the employees covered by this agreement and to provide for the means of settling disputes and grievances of such employees without a stoppage in work, the parties here to mutually agree as follows:

ARTICLE 1: RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive and sole bargaining agent representing all employees as defined in Article 1.02. This recognition pertains to rates of pay, hours of work, and other terms and conditions of employment, in conformity with the laws of British Columbia in respect to labour relations.
- 1.02 This agreement shall apply to all employees of Bullmoose Operating Corporation as described in the British Columbia Labour Relations Board certification dated March 31, 1994, namely:
Employees at Bullmoose Mine Site and Rail Loadout except office, engineering, technical, surveying, supervisory, training and security guard personnel and those excluded by the code, employed by Bullmoose Operating Corporation, Tumbler Ridge, BC.
The term, supervisory personnel in the certification unit description includes supervisors, shift bosses, foremen and those above.
The term, technical, includes engineering technicians, geologists, geological technicians, environmental technicians, draftsman/statistician, and mine planning technician.
- 1.03 Both the Company and the Union agree that this Collective Agreement contains the complete understanding between the parties for the duration of this Collective Agreement. Any changes, amendments, additions, deletions or waivers affecting this Agreement shall be discussed and become effective only upon their being reduced to writing and signed by both the proper delegated authority of the Company and the Union.

- 1.04 In the event that existing legislation, or a future change to existing legislation, makes invalid any provision in this Agreement, the parties shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- 1.05 The term "employee" or "employees" whenever used in this Agreement refers to such employees as are covered by this Agreement. Words imparting the masculine gender shall include the feminine and vice-versa.
- 1.06 Recognizing the obligations of the respective parties under the Human Rights Act of British Columbia, the Company and the Union agree to work together to ensure the terms and conditions of this Agreement shall not be applied in a discriminatory manner, and that policies and procedures affecting employees shall be consistent with the Act.
- In this regard, neither party shall allow discrimination with respect to employment or any term or condition of employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age.
- 1.07 Following notification and permission (not to be unreasonably withheld) from the Company, Union representatives (including National Representatives) will be permitted entry to the Company's property in order to carry out their duties as related to the administration of the Agreement. Such duties are not intended to cause any undue disruption of the Company's operations or affairs, or cause employees to neglect their work duties and responsibilities.

1.08 The Company recognizes that it is not the function of non-bargaining unit personnel to perform work which is normally performed by persons in the bargaining unit, except under conditions as outlined below:

- a) testing – whenever testing of equipment is conducted by a non-bargaining unit person, a bargaining unit employee will be present;
- b) training – it is permissible for non-bargaining unit personnel to perform bargaining unit work while training employees in the bargaining unit;
- c) emergency – for the purposes of this article, emergency is a condition or event where there is a threat to life or limb or serious damage to company property that may result if not addressed. In the case of emergency, a non-bargaining unit employee will take the steps necessary to deal with the emergency if a bargaining unit employee is not readily available;
- d) immediate action – situations that require immediate action in order to preserve the safety and efficiency of operations, provided the work cannot be reasonably postponed to a later time to be performed by bargaining unit personnel. This includes assisting employees for short periods of time where other bargaining unit employees are not readily available.

Note: For further information on this article, see Letter of Understanding: Application of Article 1.08 found at the end of this agreement.

1.09 In the event the Company wishes to provide special experience or training for individuals and trying out their capabilities for other or broader

assignments with the Company, the parties to this agreement agree to meet and discuss a mutually satisfactory Letter of Understanding which defines the terms and conditions of said special experiences and/or training.

Prior to the individual starting special experience and/or training, the Letter of Understanding must be in place.

ARTICLE 2: UNION SECURITY

- 2.01 a) On the effective date of this agreement, all employees are required to pay union dues as a condition of employment. Each employee hired after this date shall within thirty (30) days after the commencement of his employment become and remain a member as a condition of employment.
 - b) Each employee including students working in bargaining unit positions will authorize the Company in writing, to deduct from the employees wages and pay to the Union, the amounts of uniform union dues, initiation fees and/or assessments as designated by the financial secretary of the Union.
- 2.02 The above mentioned designated dues shall be deducted from the employee's pay each pay period. The Company shall send a remittance of all deductions to the local Union Financial Secretary accompanied by an itemized list of names, payroll numbers and amounts within ten calendar days of said deductions. The Company will also include in the remittance all additions to and deletions from the previous listing.

- 2.03 The designated dues deducted shall be forwarded to the Union account at the Tumbler Ridge branch of the Royal Bank within ten calendar days of said deductions. All Union dues deducted during the preceding year and paid to the Union on behalf of the employees shall be recorded on the employee's T-4 slip.
- 2.04 When authorized in writing by an employee, the Company will deduct on a bi-weekly basis the amount of one cent (\$0.01) per regular hour (or such other amount as authorized by the Union) for payment into the C.E.P. Humanity Fund. For the purposes of this payment, the regular hours will be determined using the same hours as in the calculation of Union dues.
- 2.05 The Union shall indemnify and save the Company harmless from an action or claim which may arise in complying with the provisions of this Article.

ARTICLE 3:
OFFICERS, COMMITTEES AND STEWARDS

- 3.01 a) The Company agrees to recognize the following joint committees:
- i) Joint Union/Management Committee
 - ii) Joint Occupational Health and Safety Committee as outlined in Article 13
 - iii) Joint Contracting Out Committee as outlined in Article 6
- b) The Company agrees to recognize the following Union committees:
- i) Union Grievance Committee
 - ii) Union W.C.B. Committee

- 3.02 The Joint Union/Management committee as per Article 3.01(a)(i) will operate under the following terms:
- a) The purpose of the Joint Union/Management committee is to discuss areas of concern, but shall not include discussion of issues which are addressed through the grievance procedure. The joint committee shall meet on an as required basis but not more than once per month except in mutually agreed to special circumstances, at a time and place mutually agreed. The parties will exchange agenda items prior to the meetings.
 - b) The Company maintains its right to make or alter and enforce reasonable rules of conduct and procedures to be observed by employees which are consistent with this agreement. The parties agree that the joint committee is the proper forum for discussion of these rules and procedures.
 - c) The joint committee shall consist of not more than five (5) Company designates and five (5) employees appointed by the Union. Any alterations to the size of the committee must be mutually agreed to.
- 3.03 a) For the joint committees outlined in Article 3.01(a), time spent by Union committee members at joint meetings during their regular work hours shall be considered as time worked and shall have no loss in pay. Time spent at joint meetings outside of regular work hours, shall be paid at the employee's regular straight time rate, and such hours shall not be included in overtime calculations. In the event that an employee *is* scheduled to work outside of regular work hours and a joint meeting is held, he will continue to maintain his overtime rate of pay.

Meetings will be scheduled when the majority of committee members are on dayshift. In situations where committee members are scheduled on night shift, where reasonable, the members will have night shift(s) changed to day shifts with no loss in pay and no penalty to the Company. Any rescheduling of committee members will be done to minimize the disruption of operations.

- b) It is understood that the pay and scheduling structure outlined in Article 3.03(a) will also apply to Union committee members of the Joint Occupational Health and Safety Committee for time spent on safety tours.
- c) The pay and scheduling structure of Article 3.03(a) will also apply to any guests who, by mutual agreement, attend meetings of the joint committees outlined in Article 3.01(a).

- 3.04 a) Should the Company request a meeting with an employee to discuss his claim with the Workers' Compensation Board, he will be entitled to a Union representative from the WCB Committee.
- b) The Company shall provide copies to the concerned employee and the Union of any claim related information it submits to Workers' Compensation Board.
- c) Likewise, whenever possible, the Union shall provide the Company with copies of claim related information it submits to Workers' Compensation Board.

In the event the Company intends to dispute an employee's claim for workers' compensation benefits, the Company will, prior to filing their

dispute, advise the Union in writing of their intent, and outline their reasons for disputing the claim.

Within 48 hours of receiving this notice, the Union will be given the opportunity to discuss the dispute before the documentation is sent to the Workers' Compensation Board.

- 3.05 The Union may appoint up to one shop steward and one safety representative for each supervisor. Additionally, the Union may appoint an alternate for each of the above to act in the absence of the regular shop steward or safety representative.
- 3.06 The Union shall notify the Company in writing of the names of all Officers, Committee Members, Shop Stewards, Safety Representatives, Alternate Shop Stewards, Alternate Safety Representatives and any changes in the same. The Company shall not be required to recognize them until so notified.
- 3.07
 - a) The Union Officers, Committee Members, Shop Stewards and Safety Representatives shall notify their supervisor and they shall arrange a mutually satisfactory time to leave their work to attend their duties on the mine site as outlined in this Agreement. Such leave shall not be unreasonably withheld and will be considered as time worked.
 - b) Union officers, Committee members, shop stewards and Safety representatives, when performing their function as provided for in this Agreement during their regular work hours, shall be considered as time worked, and shall have no loss in pay.

c) The functions of Shop Stewards and Grievance Committee Members are to investigate and attempt to settle grievances. If in the course of investigating a grievance, a Shop Steward or Committee Member enters a department or section of the operation other than that of their authorized work place, or if it involves the investigation of the condition of equipment, they must notify the responsible member of supervision and they shall arrange a mutually satisfactory time for such investigation. A supervisor shall accompany the Shop Steward or Committee Member to the place where the investigation is to be carried out. It is understood that the Shop Steward or Committee Member upon reaching the place where the investigation is to occur, shall have the opportunity of consulting privately with the employee(s) concerned.

3.08 The local Union President, together with the Joint Occupational Health and Safety Vice President or their designates will be allowed to meet for up to one hour with new employees during their first month of employment, in order to acquaint new employees with the function of the Union at Bullmoose. Meetings will be scheduled during the new employees regular working hours, and time spent in such meetings will be considered as time worked with no loss in pay for the employee. If the meetings are scheduled during the Union Officers regular working hours, time spent in such meetings will be considered as time worked with no loss in pay.

ARTICLE 4: MANAGEMENT RIGHTS

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

ARTICLE 5: NO STRIKES - NO LOCKOUTS

- 5.01 The Union agrees that neither the Union nor its officers, nor its members shall in any way authorize, encourage or participate in any strike, work stoppage, walk-out, slow down or any act of similar nature which would interfere with, limit or impede production during the term of this Agreement.
- 5.02 The Company agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 6: CONTRACTING OUT

- 6.01 The Company and Union agree that contracting out of work, normally performed by the employees in the bargaining unit on Company premises will not be done for the purpose of laying off, demoting or terminating bargaining unit employees.
- 6.02 Concerns regarding contracting out will be referred to the Joint Contracting Out Committee as per Article 3.01(a)(iii).
 - a) When reviewing contracting out practices the terms of reference shall be:

- i) to preview major work expected to be contracted out as far in advance as possible and explore possible alternatives including utilizing employees on layoff, taking into consideration the efficiency of the operation, the urgency of the work to be performed, and the availability of the equipment, skills and manpower.
 - ii) to review contracted work, with a view to what other options may have been possible and practicable to make the operation more economically viable.
 - iii) to make recommendations to the Company respecting contracting of work as set out in i) and ii) above.
- b) The joint committee shall meet on an as required basis but not more than once per month except in mutually agreed to special circumstances, at a time and place mutually agreed.
 - c) The joint committee will include a core group of two (2) Company designates and two (2) employees appointed by the Union. Also, there may be one (1) additional Company designate and one (1) additional employee appointed by the Union who may have particular knowledge of the issue(s) being discussed. Any alterations to the size of the committee must be mutually agreed to.

6.03 For work normally performed by the bargaining unit, the Company will notify the Union prior to any planned contracting out of work on site. This notification will include the name of the contractor, nature of the work to be performed, number of contract employees, and duration of work performed.

Area contractor log books will be kept in the pit office and the plant foreman's office. A master log book will be kept in the shop maintenance foreman's office.

6.04 When contractors are on the property performing work normally performed by the bargaining unit, the Company will submit to the Union a payment as outlined below:

- a) the equivalent of 1.5 hours at pay grade 1 for each of the contractors who is on the property between 1 and 10 working days in a calendar month.
- b) the equivalent of an additional hour at pay grade 1 for each of the contractor's employees who is on the property for more than 10 work days in a calendar month.

Warranty work is deemed as not normally performed by the bargaining unit.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 The Company and the Union agree that it is desirable to process and attempt to settle any grievance related to the interpretation, application, administration or alleged violation of this Agreement as promptly as practicable.

7.02 a) An employee who believes that the Agreement has been violated with respect to himself or who feels he has been unjustly disciplined, should discuss his complaint with his supervisor as soon after it originated as possible. Recognizing the importance of full discussion between the employee and his supervisor in clearing up any misunderstandings and maintaining harmonious relationships, the

supervisor will investigate the employees' complaint and every effort will be made at this time to settle it.

- b) The Company agrees to meet any of its employees and/or their representatives, for the purpose of discussing grievances or complaints with the object of reaching a satisfactory solution. In the event of any meeting between any employee(s) and Company representatives that occurs during his (their) regular working hours, such time shall be considered as time worked for those employee(s). Such meetings shall be held at a mutually agreeable time. The parties agree to have regard for the efficiency of the operation in scheduling these meetings in both their frequency and length.

- 7.03 After discussion, should a complaint not be satisfactorily resolved an honest effort will be made to resolve the matter(s) outstanding in the following manner:

Step 1

Within nine (9) days of the event or circumstances upon which the grievance is based, the Shop Steward from the immediate area must present the grievance in writing to the supervisor. If the Shop Steward or his alternate from the immediate area is unavailable, the employee may utilize a Shop Steward from the next closest area. The supervisor, together with another management representative, will discuss the matter with the employee and the Shop Steward.

The supervisor will provide a written answer within nine (9) days of the grievance having been presented to him. Failing a satisfactory answer, the grievance may be processed to

Step 2 within nine (9) days of receipt of the answer from the supervisor. However, if the grievance is not advanced to next step within the prescribed time limits or agreed upon extension, the grievance shall be deemed abandoned.

Step 2

Within nine (9) days of receipt of the supervisor's written reply, the grievance must be presented in writing to the General Foreman, or his designate.

The General Foreman, or his designate, accompanied by other management representatives will discuss the matter with the employee, steward and a member of the Grievance Committee. The General Foreman or his designate will provide a written decision within nine (9) days of the grievance being presented to him. Failing a satisfactory settlement, the grievance may be processed to Step 3 within nine (9) days of receipt of the written decision. However, if the grievance is not advanced to the next step, within the prescribed time limit or agreed upon extensions, the grievance shall be deemed to be abandoned.

Step 3

Within nine (9) days of receipt of the written Step 2 decision, the grievance must be presented in writing to the Department Head or his designate.

The Department Head, or his designate, accompanied by other management representatives will discuss the matter with the employee, steward, Grievance Committee member, the Grievance Committee Chairperson, the Local Union President, and, if requested by the Union, the C.E.P. National Representative (or his designate). The Department Head, or his designate, will

provide a written decision within nine (9) days of the grievance being presented. Failing a satisfactory settlement, the grievance may be referred to arbitration within thirty (30) calendar days of receipt of the written decision. However, if the grievance is not advanced to arbitration within the prescribed time limits or agreed upon extensions, the grievance shall be deemed abandoned.

- 7.04 In the event that Step 3 has failed to provide a satisfactory settlement and prior to the matter being referred to arbitration, the Union President and the Grievance Chairperson (or their designates) may meet with the Mine Manager or his designate and other Company representatives without prejudice, in an attempt to resolve the matter. The purpose of this meeting is to explore possible solutions to the dispute not discussed at previous steps of the grievance procedure. If requested by the Union, the C.E.P. National Representative (or his designate) also may attend this meeting.
- 7.05 Grievances, alleging violations which directly involve more than one employee and which are sufficiently common in nature that they may be conveniently dealt with together, may be submitted as one grievance, signed by the employees concerned within nine (9) days of the event or circumstance upon which it is based. The grievance should be submitted to the supervisory level that has jurisdiction over the employees affected and at the appropriate grievance step.
- 7.06 If it is alleged that an employee has been discharged or suspended without just cause the grievance shall start at Step 3.

- 7.07 Any difference, arising between the Union and the Company as to the application, interpretation or administration of the Agreement, or as to whether it is arbitrable, may be submitted in writing by either Party to the other at Step 3, within nine (9) days of either party becoming aware of the event or circumstances upon which it is based.
- 7.08 Where the expression "days" is used in this Article, it shall mean calendar days. Where a statutory holiday(s) occurs within the nine (9) day time limit expressed, the time limit will be extended in order to exclude the statutory holiday(s).
The time limits in this Article are established to expedite the resolution of differences and, as such, are matters of substance, but not absolute. They may be extended by mutual agreement in writing between the parties.
- 7.09 If it is necessary for the Shop Steward to take time off during his working hours to investigate or attempt to settle a grievance in his area, he shall not leave his work without first advising and receiving approval from his supervisor. Such approval shall not be unreasonably withheld.
- 7.10 The provision of section 87(1) of the Labour Relations Code of British Columbia is specifically excluded from this collective agreement.

ARTICLE 8: ARBITRATION

- 8.01 Either party must within thirty (30) calendar days from the completion of Step 3 of the grievance procedure inform the other party in writing

of its intent to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this agreement including any question as to whether the matter is arbitrable.

- 8.02 Both the Company and the Union agree to use the single arbitration format and within seven (7) days of the notice to arbitrate, either party will notify an arbitrator mutually selected from the following list:

Ken Albertini	Stephen Kelleher
Rod Germaine	Dalton Larson
Bruce Greyell	Don Munroe
Allan Hope	Vince Ready
	Hans Suhr

or such other person as the parties mutually agree.

Selection of an Arbitrator for the first arbitration shall be by alphabetical order until an available arbitrator is found. For the selection of an Arbitrator for the next arbitration, selection shall commence with the next name in alphabetical sequence, and so on.

If none of the arbitrators listed above are available or if mutual agreement is not obtained, an appointment shall be made by the director of the arbitration bureau in accordance with section 86 of the Labour Relations Code of B.C.

- 8.03 An arbitrator will not hear more than one grievance without the mutual consent of the Company and the Union. The arbitrator's decision must be based solely on the provisions of the collective agreement and may not add,

subtract or modify in any way the terms of this Collective Agreement.

- 8.04 The parties shall equally share the costs of the arbitrator. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded against either party.
- 8.05 Whenever possible, the arbitrator shall render his decision in writing to each party within thirty (30) calendar days of the arbitration hearing.

ARTICLE 9: SENIORITY

- 9.01 a) Employees who have not completed three hundred and sixty (360) regularly scheduled hours worked within a six (6) month period shall be considered probationary employees. Upon completion of the probationary period, an employee shall acquire seniority according to his first day of employment with the Company, or date of last rehire, whichever is most recent.
- b) The Company and the Union may mutually agree to extend the time periods expressed in 9.01(a) and the terms of this extension.
- c) In recognition by the parties that the purpose of a probationary period is for the Company to evaluate new employees, it is agreed that probationary employees are subject to dismissal for cause as a probationary employee. For the purpose of this clause the employment of a probationary employee may be discontinued where the Company in its

discretion, determines he is unsuitable or unsatisfactory. A probationary employee shall have rights to the grievance procedure except in respect to seniority and job postings.

- 9.02 There shall be two (2) types of seniority; namely Company and Department. Seniority will be calculated in calendar days and one (1) year of seniority will be equal to three hundred and sixty five (365) days.
- 9.03
- a) Company seniority shall start with the employee's first day of employment with the Company, or date of last rehire, whichever is most recent.
 - b) Department seniority shall start with the employee's most recent initial day worked in the department, unless provided for elsewhere in this agreement.
 - c) Departments shall be:
 - i) Pit Operations
 - ii) Coal Plant Operations
 - iii) Maintenance (including warehouse, janitors and tool crib)
 - d) Employees shall accumulate seniority in one department only at any one time, unless provided for elsewhere in this Agreement.
- 9.04 If the transfer of an employee is required by the Company, from one Department to another, for the efficient conduct of operations or because of considerations of health, the employee's seniority in the new Department shall be deemed to be equal to that which he previously held in the former Department. On being transferred at the

employee's request (through job postings, bumping, etc), such employee shall have no department seniority on entering the new Department.

- 9.05 a) Employees who have acquired Company seniority shall have that seniority maintained and accumulated during:
- i) Absence due to an occupational disability that occurred while the employee was performing work for the Company, and is receiving W.C.B. wage loss benefits or a W.C.B. ruling regarding the establishment of a W.C.B. claim is under appeal.
 - ii) Authorized leave of absence(s) under Article 24.
 - iii) The period as defined in Article 9.07 (a) (v).
 - iv) Absence due to layoff not exceeding twenty-four (24) months where seniority is not completely lost as provided for in Article 9.07 (a) (iii).
- b) Employees who have acquired Department seniority shall have that seniority maintained and accumulated during:
- i) Absence due to an occupational disability that occurred while the employee was performing work for the Company, and is receiving W.C.B. wage loss benefits or a W.C.B. ruling regarding the establishment of a W.C.B. claim is under appeal.
 - ii) Authorized leave of absence(s) under Article 24.
 - iii) The period as defined in Article 9.07 (a) (v).

- iv) Absence due to layoff not exceeding sixteen (16) calendar days.
- 9.06
- a) Employees who have acquired Company seniority shall have that seniority maintained, but not accumulated during strikes or lockouts.
 - b) Employees who have acquired Department seniority shall have that seniority maintained, but not accumulated during
 - i) strikes or lockouts
 - ii) absence due to layoff not exceeding twenty-four (24) months where seniority is not completely lost as provided for in article 9.07 (a) (iii)
 - iii) a period not exceeding twenty four (24) months where an employee bumped into another department as a result of layoff or is recalled to a classification outside his former department. In this instance, the employee will maintain his seniority in the previous department while accumulating department seniority in his new department. This provision will only apply from the most recent layoff.
- 9.07
- a) An employee who has acquired Company seniority shall have that seniority completely lost if he:
 - i) Voluntarily terminates employment with the Company.
 - ii) ~~Is~~ discharged and not reinstated under the terms of the Collective Agreement.
 - iii) Is laid off for a period of more than:
 - i) Six (6) months where the employee has less than one (1) year of seniority at the time of layoff.

- ii) Twenty-four (24) months where the employee has one (1) year or more seniority at the time of layoff.
 - iv) Accepts a recall or is recalled in accordance with Article 11.19 and fails to report for work within fourteen (14) days from mailing, by double registered mail, unless the employee has contacted the Company and has received an extension which shall not be unreasonably denied. Bona fide reasons for failure to report shall not deprive an employee of their recall rights.
Copies of recall letters will be provided to the Union.
 - v) Is unable to return to work within twelve (12) months following the expiration of maximum weekly indemnity benefits.
 - vi) Retires (mandatory or early retirement).
 - vii) Is absent due to an occupational disability that occurred while the employee was performing work for the Company, and is no longer receiving W.C.B. wage loss benefits unless a W.C.B. ruling regarding the establishment of a W.C.B. claim is under appeal.
- b) An employee who has acquired Department seniority shall have that seniority completely lost if he:
- i) loses his Company seniority
 - ii) is the successful applicant for a job posting or accepts a position in a line of progression in another department
 - iii) is displaced from his previous department as a result of layoff or was laid off and

recalled to a classification in a department other than the one held at the time of layoff for a period beyond that described in 9.06(b)(iii) or refuses a position offered back into the previous department where seniority is being maintained as described in 9.06 (b)(iii).

- 9.08 Seniority lists, showing name, classification, and seniority length, along with hire date, shall be maintained and revised by the Company every two months and posted on department bulletin boards. The Company will mail a copy of the seniority lists to the Union for each revised posting.
- 9.09 a) In cases where two (2) or more employees have the same amount of company seniority, company seniority will be determined by the earliest birth date in the calendar year.
- b) In cases where two (2) or more employees have the same amount of department seniority, department seniority will be determined according to whomever holds the greater of company seniority.
- 9.10 Employees on layoff shall have no rights under this Agreement other than the right to grieve such recall as per Article 11.19 and Article 7.
- 9.11 ERT coverage required by the Health Safety and Reclamation Code shall be met without violating the collective agreement.
- ERT members brought in out of line of seniority for additional coverage, shall be limited to ERT training and other related ERT functions.

ARTICLE 10:
DISCHARGE & DISCIPLINARY ACTION

- 10.01 A Shop Steward in the department and on shift shall be in attendance during any disciplinary hearings or formal counseling meetings (which result in written counseling), provided a shop steward is available in the department, unless the employee chooses not to be represented. If so, he must notify the Shop Steward of his intentions prior to the meeting. If the Shop Steward or his alternate is unavailable from the immediate area, a Shop Steward from the closest immediate area will be utilized.
- 10.02 When an employee is to be discharged or suspended a Shop Steward shall be present as outlined in 10.01. In a situation where there is no Shop Steward on the mine site, the meeting may be conducted in his absence. If a follow up meeting is required after a suspension, the local Union President or his designate along with the Grievance Committee Chair or his designate will accompany the steward who was present at the time the suspension occurred. Should an employee to be suspended or discharged, be unavailable for a meeting, the Company representatives will meet with a shop steward and advise him of such action.
- If an employee chooses not to be represented he must notify the Union representative of his intentions prior to the meeting.
- 10.03 a) i) The Company shall provide the employee with a copy of each written disciplinary action or counseling letter issued to him. In addition the Company will forward copies of disciplinary action and counsel-

ing letters to the Union. Failure to do so will not prejudice any disciplinary action taken by the Company.

- ii) Counseling letters will be removed from an employee's personnel file one (1) year from the date of issue provided that during this one (1) year period the employee does not incur further counseling or discipline for similar reasons.
- b) The Company will impose any disciplinary measures for just cause against an employee in a reasonably expeditious fashion with consideration given for the need for a thorough investigation of the incident.

10.04 It is understood that counselling discussions and subsequent letter(s) are not disciplinary, but serve as a means of communication.

10.05 An employee's personnel file shall be open to the employee for his inspection along with his foreman or a Company representative, at a time mutually agreed upon between the employee and his foreman. If any information is incorrect or inaccurate it will be corrected.

**ARTICLE 11:
PROMOTIONS, DEMOTIONS, LAYOFFS**

Lines of Progression

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

- 11.02 a) There will be two (2) types of Job Postings within the Lines of Progression.
- i) Entry Level Job Postings ■
 - ii) Departmental Job Postings ▲
- b) The Company will not be required to post positions above jobs marked with a ▲ or ■ in the Lines of Progression Chart provided there is a qualified employee within that Line of Progression. Where a qualified employee in that Line of Progression is awarded the job, the Company will post the name and department seniority of the employee who is awarded the job. If there are no qualified employees within that Line of Progression the Company will post the **job** in accordance with Article 11.07.
- 11.03 a) Permanent vacancies in a Line of Progression above the job defined with a ▲ or ■ shall be filled by the qualified employee with the greatest department seniority, in the job classification immediately below the vacant job.
- b) Temporary vacancies of one (1) shift or more shall be filled by the senior qualified employee on that shift in that Line of Progression. Where, in the opinion of the Company, it is possible to take into consideration the preferences of employees, the Company will do so.
- c) Temporary vacancies or assignments less than one shift may be filled by any qualified employee.
- 11.04 a) Permanent vacancies not in a Line of Progression will be filled according to job posting procedures as described in this Agreement.

- b) Temporary vacancies of one (1) shift or more will be filled by the senior qualified employee on that shift. Where, in the opinion of the Company, it is possible to take into consideration the preferences of employees, the Company will do so.
 - c) Temporary vacancies or assignments of less than one shift may be filled by any qualified employee.
- 11.05
- a) Employees, except those in Trainee positions have the right to freeze themselves in the Line of Progression. Employees who exercise the right to freeze will sign a waiver form supplied by the Company and submit it to the appropriate Company representative.
 - b) Employees who elect to freeze themselves in a classification must remain frozen for a twelve (12) month period and during this time they would not be eligible for permanent promotion in their line of progression.
 - c) Notwithstanding a) and b) above, employees who have frozen themselves are eligible to bid on job postings.
- 11.06
- a) In the event an employee in a Trainee Position who has not completed all the prescribed training hours elects not to advance in a Line of Progression, or is unsuccessful in completing the training, he will be removed from further training in that position.
 - b) Employees who bid on positions that result in a change of classification and are unsuccessful in either completing the training or in performing the duties for the new classification will be returned to their former position if it remains vacant. Failing such a vacancy,

the employee will be re-assigned to a vacant position for which he is qualified in his department, and failing that, to a vacant position for which he is qualified elsewhere in the Company.

11.07 Job Postings

- a) Notice of all job vacancies that require posting shall be made known on all appropriate department notice boards and shall be posted for eight (8) calendar days. Copies of job postings will be sent to the union.
- b) In awarding Job Postings to Entry Level Jobs (defined by an ■), the employee with the greatest Company seniority shall be awarded the job provided he possesses the ability to undertake the training. If there are no successful applicants the Company may hire. Entry level jobs identified by an asterisk (*) in the lines of progression charts will be posted permanently and employees will have the opportunity to submit their bid at any time. The posting will be awarded on the basis of bids received at the time the vacancy occurs.
- c) Only employees within the department are eligible for departmental job postings. In awarding Departmental Job Postings (defined by a ▲) which are trainee positions, the employee with the greatest Departmental seniority shall be awarded the job provided he possesses the ability to undertake the training.
- d) In awarding Departmental job postings (defined by a ▲) which are not trainee positions, the Company shall consider the following factors:

- i) Departmental seniority of each employee.
- ii) Only qualified applicants will be considered.

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

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

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

- f) Every attempt shall be made to transfer an employee who is successful on a job posting within two (2) cycles of the posting being awarded, however the transfer will be in effect within four (4) cycles of the date of the award. In any event he will receive the rate of pay for the job awarded if it is higher than his current rate no later than two (2) cycles after the posting is awarded. A cycle is defined as a set of four (4) work days for employees on ten (10) or twelve (12) hour shifts, and five (5) work days for employees on eight (8) hour shifts.
- g) If the posted job is in another department, the employee will accumulate seniority in the new department from the date of the award, and will also accumulate seniority in his existing department until the date the transfer is effected.

- 11.08 Job Posting Notices will indicate the position, department, shift (if known), rate of pay and closing date for posting. Applicants for the position must submit their notice on the form supplied by the Company.
- 11.09 An employee who applied for a Job Posting, with the exception of permanent job postings, and is the successful applicant must accept the position. Employees may be excused from accepting such positions for medical reasons, provided such reasons are acceptable to the Company.
- 11.10 An employee is not eligible to bid on a vacancy within his existing department and classification except as specifically provided for.
- 11.11 An employee may make application in anticipation of up to two (2) job vacancies, (in order of preference), that may occur while he is absent on vacation or on approved leave of absence of three (3) work cycles or less. Such application must be made prior to the commencement of the leave or vacation period and shall be effective for that time period only. Should two (2) job vacancies for which the employee has so applied become vacant, he must accept the first for which he is qualified that becomes vacant.
- 11.12 A promotion is considered an upward change in classification and a demotion is considered a downward change in classification.
- 11.13 a) Employees who hire into one department will not be eligible to bid on vacancies outside their department for a six (6) month period.
b) An employee accepting a job outside his existing department must remain in the new

- department for a period of one (1) year before applying for a job posting in any other department.
- c) Notwithstanding, a) and b) above, employees will be eligible to apply on apprenticeship notices.
- 11.14 a) i) Employees requesting crew transfers within their department and classification must do so in writing. Such requests will not be unreasonably denied.
- ii) The transfer procedures for tradesmen are outlined in the Letter of Understanding: Trades Posting Procedures.
- iii) For i) and ii) above, the Company will not be required to pay overtime rates for the exercise of the employees' preference, except if he works additional hours which qualify for overtime.
- b) Vacancies for support equipment operator on the service crew will be filled according to the terms outlined in the Letter of Understanding: Training and Posting for Service Crew Support Equipment Operators.
- c) When permanent vacancies occur in pit operations on a steady day shift basis, a notice of vacancy will be posted to allow for consideration those employees presently within a classification where the vacancy occurs. The vacancy will be awarded on the basis of departmental seniority provided the employee meets the specific skills required by the Company as outlined on the notice.
- Present practice for awarding a steady day shift vacancy on the service crew will remain.

11.15 The crew is defined as a group of employees working for the same supervisor.

11.16 Procedures Governing Layoffs

a) i) In the event of a reduction of employees resulting in a lay off of sixteen (16) calendar days or less, the employee with the greatest company seniority in the classification required, from the crew who normally do the work, shall be required to work.

An employee displaced from his classification, will be assigned to a classification that he is qualified for on that crew in order of Company seniority, provided he can satisfactorily perform the required work without training, retraining, or familiarization.

ii) In the event of a reduction of tradesmen resulting in a lay off of sixteen (16) calendar days or less, the tradesman with the greatest company seniority from the crew that normally does the work shall be required to work. These reductions will be done for each shift (day and night) during the period of the layoff, on the basis of the pool of employees that would have regularly been scheduled to work each shift had the layoff not occurred.

The Company may change the senior employee's shift to ensure the required work is completed. In this instance, the notice provisions as outlined in article 21.07(a) or 21.07(b) shall be waived.

iii) The sixteen (16) calendar day time limit may be extended by mutual agreement on both parties.

- iv) Senior employees will have the option of taking lay off provided operational requirements are met.
- b) i) In the event of a reduction of a classification in a lay off of more than sixteen (16) calendar days, the employee with the least Company seniority will be reduced from the classification. An employee displaced from his classification may displace an employee in any other classification within the bargaining unit on the basis of Company seniority, provided he is qualified to do the job. The employee being displaced shall be the employee with the least Company seniority in that classification.
- ii) For language governing layoffs of more than sixteen (16) calendar days or reductions, qualified is deemed to mean:
 - a) classification, or in the case of tradesmen, work area, was previously held and is deemed still qualified to the standard set by the department for the position, or
 - b) the employee is qualified (skill ability) and competent (ability, aptitude, physical fitness) to the standards set by the department for the position, or
 - c) the employee has provided reasonable proof of previous experience in the position applied for and can become qualified to the standards set by the department within a familiarization period of up to one (1) shift cycle. Such proof of experience will

not be required for labourer, haul truck, washpad attendant, utilityman, assayer (entry level), janitor and tool crib attendant.

d) employees who require training will be given the opportunity to train for the following entry level positions: labourer, haul truck, washpad attendant, utilityman, assayer (entry level), janitor and tool crib attendant.

iii) In situations where the layoff has gone or will go beyond sixteen (16) calendar days , and is still considered "temporary" by the company, the layoff procedure as outlined in art. 11.16(b) shall be followed.

iv) For layoffs expected to exceed sixteen (16) days, the Company will post a list of retained employees, classifications and seniority dates. Employees not on the list may be eligible to bump into other classifications. These employees shall have five (5) days to indicate in writing in order of preference, the classifications they wish to bump into.

A second revised list will then be posted showing the retained employees, classifications, and seniority dates. Employees not on the list will then have four (4) days to indicate the classification(s) they wish to bump into.

Postings of further amended lists, if required, and time periods will be mutually agreed upon in order to conclude the entire procedure within sixteen (16) days.

- 11.17 Where it is known prior to a layoff, that the layoff will exceed sixteen (16) days, the Company shall:
- a) provide fourteen (14) days written notice to employees who have completed their probation period.
 - b) where the Company does not provide fourteen (14) days notice, any employee so affected will receive pay in lieu of notice for the portion of the regular shifts not covered by the notice given.
- 11.18 The Parties will meet as far in advance as possible to discuss the orderly application of the provisions of Article 11 with respect to layoffs, closure of a work area(s) and crew reductions.
- 11.19 Recall
- a) i) Employees laid off will be recalled in order of Company seniority provided they possess the qualifications to perform the available work. Employees must provide to the Company, in writing, a list of their qualifications outside of their classification at the time of lay off. For the purposes of this clause qualified is defined in accordance with 11.16 (b) (ii).
 - ii) Employees on lay off may elect to decline recall without loss of recall rights if the classification they are recalled for is not the classification held at the time of lay off. Employees who wish to exercise this option must provide to the Company, in writing, their preference(s) for positions they are qualified for and willing to accept recall for at the time of lay off. Any

changes to these preferences must also be provided to the Company in writing. Where an employee has provided a preference(s) and then fails to accept recall for a position where preference is expressed, he will completely lose his seniority in accordance with article 9.07(a)(iv). Where an employee does not express these preferences in writing, he will be considered as expressing preference for any position he is qualified for.

- iii) Employees recalled to work in their regular classification will completely lose their seniority if they do not report to work in accordance with article 9.07(a)(iv).
- b) When filling vacancies while employees are on layoff, the following will apply:
- i) Employees on layoff, and the employees who bumped into another classification as a result of that layoff, and the employees recalled to a classification other than the classification held at the time of layoff, shall be considered together as one group. The most senior qualified employee on the basis of Company seniority will be selected for the position.

In the case of tradesmen, the senior qualified employee, in the group of employees outlined above, will be selected on the basis of company seniority to fill the next vacancy in his classification. Once this employee has been determined, the position will be filled using the Trades Posting Procedures as outlined in the Letter of Understanding: Trades Posting Procedures.

- ii) These employees may elect to decline a position as outlined in 11.19 b (i) if it is not the classification held at the time the layoff took effect. Employees wishing to do so, must provide to the Company, in writing, their preference(s) for positions they are qualified for and willing to accept. Any changes to these preferences must also be provided to the Company in writing. Where an employee has provided a preference(s) and then fails to accept the position, the employee on layoff will lose recall rights as described in 11.19 (a). The employee working in a classification other than the one held at the time the layoff took effect and refuses the position offered, shall lose their right to other classifications described in this procedure, and these employees shall only be entitled to fill vacancies through the job posting procedure or line of progression. Where an employee does not express the preferences in writing, he will be considered as expressing preference for any position he is qualified for.
 - iii) If a vacancy is not filled in accordance with the recall provisions of this article, then the vacant position will be filled in accordance with the relevant job posting or lines of progression provisions of the collective agreement.
- c) It shall be the responsibility of employees who have been laid off to keep the Employee Relations Department informed of their current mailing address.

11.20 Reduction Not Resulting in Layoff

- a) i) Where there is a reduction, resulting in a change of classification which does not involve lay-off, senior qualified employees so reduced will be entitled to displace junior employees on the basis of Company seniority.
- ii) Qualified employees displaced as a result of the exercise of a more senior employee's preference, may also elect to displace a more junior employee on the basis of Company seniority.
- iii) Employees who are unable to displace other employees will be assigned vacancies in order of Company seniority.
- iv) In all cases, the employee being displaced shall be the employee with the least Company seniority in that classification.
- b) For a crew reduction, which does not result in a reduction in classification within the department, reductions will be done on the basis of Company seniority amongst the employees in that classification on that crew. Those employees reduced will be assigned vacancies in order of Company seniority.
- c) In the case of tradesmen, for a work area reduction which does not result in a reduction in classification within the department, reductions will be done using the Trades Posting Procedures as outlined in the Letter of Understanding: Trades Posting Procedures.

11.21 If an employee is either temporarily transferred or assigned to a job that has a lower hourly rate of pay, he will maintain his regular hourly

rate. If he is either temporarily transferred or assigned to a job that has a higher hourly rate of pay, he will be paid the higher hourly rate for the hours **worked** at that **job**.

This article shall not apply for employees re-assigned or displaced because of layoff which exceeds sixteen (16) calendar days.

ARTICLE 12: TRAINING

- 12.01
- a) Employees may not hold more than one trainee position at any one time.
 - b) Prior to the introduction of changes to the training programs in the departments, the Company will discuss the changes with the Union.
 - c) Recognizing the benefits derived from journeyman upgrading the Company will reimburse the tuition fees for pre-approved courses which are related to their present job.
 - d) The selection of employees to train other employees will be based on their experience and ability to train others. Those selected to train haulage truck drivers shall have a minimum one (1) year experience, and shall not be required to train beyond the second break of a shift. This selection will be offered by seniority and assigned by juniority.
- 12.02 Pit Operations Department
- a) Successful applicants for Trainee positions will receive training when so scheduled. A trainee is defined as an employee who holds a Trainee 1, 2, 3, or 4 position in classifications in the Pit Operations Lines of Progression marked with an "X".

- b) Recognizing trainee positions are not full-time positions, when a trainee, employees shall continue in their regular position and train in their trainee position as opportunities arise. In order to complete training in an efficient and productive manner, employees should average approximately 50% of their regular scheduled hours in training phases of the program.
- c) All employees in classifications in the Pit Operations Line of Progression marked with an "X" who bid for trainee positions on their shift will only be awarded the job if a Trainee 1, operator in waiting, or relief operator is available on their shift, or another such employee volunteers to change shifts provided a vacancy exists in his current classification.
- d) All operators marked with an "X" who bid for Trainee positions on a different shift will only be awarded the position if a vacant position for which they are qualified exists on the same shift as the trainee position, or another employee in a classification for which they are qualified volunteers to trade shifts. If the vacant position is not in his current classification, he may opt not to accept the trainee position.
- e) It is the objective of the Company to train senior employees in each classification in Lines of Progression, other than Trainee positions, at least one job ahead.
- f) An operator in waiting will not be eligible for other trainee vacancies or posted jobs until he has completed one (1) year from the time he became an operator in waiting, and he must accept an operator's position in the

classification for which he has last received training, if the vacancy occurs within a year of his becoming an operator in waiting and the vacancy is on his current shift. In applying this clause, it is understood that when filling a vacancy for an operator, and there is more than one operator in waiting for that position, the senior employee will be given the preference.

- g) It is understood that operators in waiting may hold only one trainee position. Furthermore, an employee may hold only one operator in waiting position. After an operator in waiting successfully completes the training in another Pit Operations Line of Progression marked with an "X", this employee will relinquish his previously designated operator in waiting position.
- h) Employees who voluntarily withdraw from a training program will not be eligible for further training for a six (6) month period.
- i) Pit Operations employees electing to take training in a classification with a pay rate less than their current rate, shall be paid at the rate not more than two classifications lower and not lower than a pay grade 5 for all hours they are engaged in such training. Once qualified, they shall receive the rate of pay for the classification, when operating that piece of equipment.

12.03 Coal Plant Operations and Maintenance Departments

- a) Employees in the Coal Plant Operations and the Maintenance lines of progression will be trained to meet the requirements of

the operation. In any event, employees will be trained in each classification at least one job ahead.

- b) An employee who refuses a promotion will be deemed frozen in accordance with article 11.05 (b).
- c) An employee who is frozen in a classification may be assigned to work in other classifications on an as needed basis.
- d) Recognizing "Trainee" positions are not full time positions, when a trainee, employees shall continue in their regular position and train in their trainee position as opportunities arise.

ARTICLE 13: HEALTH AND SAFETY

- 13.01 The parties agree they have as their common goal the establishment, promotion, and maintenance of safe work conditions and practices. Accordingly, employees, Union representatives, and Company representatives shall co-operate to achieve this goal. The parties further agree to attempt to resolve any matters related to health and safety through consultation. The Health and Safety Program at Bullmoose shall be developed and administered in accordance with the Health, Safety and Reclamation Code for Mines in British Columbia.
- 13.02 The Joint Occupational Health and Safety Committee (J.O.H.S.C.) as per Article 3.01 (a)(ii), shall be comprised of ten (10) members; five (5) members determined by the Company, and five (5) members determined by the Union. Both parties will make every reasonable attempt

to appoint one (1) committee member from Pit Operations, Coal Plant Operations, Pit Maintenance and Shop Maintenance. The Company and the Union also agree to designate one member each as their co-chair person of the joint O.H.S.C. and they may alternate chairing the meetings.

Both parties may designate alternates to act in the absence of a regular committee member, and shall inform the other party as to the names of committee members and their alternates. Any alterations to the size of the committee must be mutually agreed to.

In accordance with the Code, the committee shall:

- a) Inspect as many of the work sites as it considers appropriate every month and as soon as possible after the inspection, meet to discuss its findings and any other matters concerning health and safety.
- b) Prepare minutes of the meeting in a form acceptable to the district inspector, including a description of conditions found during the inspection.
- c) Review the Mine Health and Safety Program for completeness and effectiveness on an ongoing basis and submit its findings to the manager.

Minutes of all meetings shall be prepared by the Company, signed by the co-chairpersons or their designates and a copy shall without delay:

- a) Be filed with the Company.
- b) Be forwarded to the local Union.
- c) Be forwarded to the district inspector.

- d) Be displayed on the safety bulletin boards until replaced by the minutes of the next meeting.
- e) Be forwarded to all committee members.

13.03 In accordance with the Code, the joint O.H.S.C. shall review any matters relating to health and safety at the mine and make its recommendations to the Company. Recognizing the importance of joint consultation, the parties agree to fully discuss matters at the joint committee level prior to discussion with governmental agencies.

13.04 Time spent by Union committee members at joint meetings or tours during their regular work hours shall be considered as time worked and shall have no loss in pay. Time spent at joint meetings or tours outside of regular work hours, shall be paid at the employee's regular straight time rate, and such hours shall not be included in overtime calculations. In the event that an employee was previously scheduled to work outside of regular work hours and a joint meeting or tour is conducted, he will continue to maintain his overtime rate of pay. Meetings and tours will be scheduled when the majority of committee members are on dayshift. In situations where committee members are scheduled on night shift, where practicable, the members will have night shift(s) changed to day shifts with no loss in pay and no penalty to the Company. Any rescheduling of committee members will be done to minimize the disruption of operations.

13.05 The monthly inspections referred to in 13.02, shall proceed as follows:

- a) The co-chairpersons or their designates shall participate in all inspections for the work sites to be inspected that month.
- b) O.H.S. committee members shall accompany the co-chairs on the inspection of their respective area. The Company recognizes the Union's concerns that from time to time it may be appropriate to involve at least one committee member not from a respective area in the monthly inspection or the committee member may not be available. In this circumstance, a committee member from outside the respective area may be appointed to take the place of the O.H.S. committee member that normally would have participated in the inspection. When an appointment of this nature is made, minimizing the disruption of operations will be taken into consideration.
- c) A crew safety representative on shift will accompany the co-chairs on the inspection of their respective area, along with a Company representative from that area.

Upon completion of the inspection, the party shall meet with the superintendent or his designate for the area or equipment and discuss safety and health matters that have arisen on tour. Matters not able to be concluded in this discussion, shall be referred to the joint O.H.S.C.

Minutes of the inspection and following discussion shall be provided to the joint O.H.S.C.

- 13.06 There shall be regularly scheduled crew meetings, not less than two (2) weeks apart and not

more than six (6) weeks apart, on company time, for all employees, once per month. These meetings shall not normally coincide with the end of shift, and shall include adequate time for discussion of safety and health issues and shall include:

- a) Review of previous meeting's minutes for errors or omissions on safety related items.
- b) Outstanding safety items from previous meetings and progress update.
- c) Report of safety concerns or suggestions.

13.07 In the event of any accident causing loss of life or serious personal injury or any dangerous occurrence as specified in the Code, the Company shall:

- a) inform the district or the chief inspector, the OHSC, and the local Union as soon as possible, but within 16 hours of the event, and within one week send a written notification to the chief inspector and the district inspector.
- b) ensure that except for the purpose of saving life or relieving human suffering, the scene of the accident or occurrence is not disturbed without approval of the inspector, and
- c) ensure that the investigation is carried out by persons knowledgeable in the type of work involved and the co-chairpersons of the OHSC or their designates.

13.08 The Union Co-chair of joint O.H.S.C., when conducting duties for authorized safety meetings, inspections or investigations during regular work hours, shall be considered as time worked and shall have no loss in pay. Time spent outside of regular work hours for authorized safety meetings, inspections or

investigation shall be paid at straight time regular rate, and such hours shall not be included in overtime calculations. In the event that the Union co-chair was previously scheduled to work outside of regular work hours and a joint meeting or tour is conducted, he will continue to maintain his overtime rate of pay. Where practicable, the duties of the Union co-chair shall be carried out when on dayshift. As a second alternative, where practicable, the co-chair will have his night shift(s) changed to day shift(s) with no loss in pay and no penalty to the Company.

13.09 The parties recognize an employee's right to refuse unsafe work and in so doing, the procedures outlined in section 1.10 of the Code will be adhered to (see procedure reprinted at the back of this booklet).

13.10 All personal protective equipment listed below shall be supplied, where necessary, at no cost to the employee, and replaced due to fair wear and tear. Upon termination employees will return those items issued or will be responsible for the value of those items, fair wear and tear excepted.

Hard Hat, liner, and chin strap

Rain Slickers

- Gloves
- work gloves and liners
 - welders
 - electrician's high voltage
 - asbestos
- Goggles
- mono
 - grinding
 - welding
 - cutting

- Respirators - dust
- mists
- fumes
- organic vapours
- paint

Racal easy air system

Face shields

Welding helmets and lenses

Welding aprons

Welding jackets

Welding spats

Safety glasses - plano

Safety belt and harness

Reflector vests

Neck bands

Balaclavas

Locks for Lockout

Hearing protection

Coveralls

Flashlights and batteries

Knee pads

- 13.11 a) Where reasonable justification is shown, the Company may require an employee to attend a medical examination for reasons of health and safety. The Company will, prior to requiring an employee to attend a medical examination, discuss the reasons with a member of the Union executive. If a member of the Union executive cannot be contacted, the Company will discuss the reasons with the employee's shop steward.
- b) Where such an examination occurs on a regularly scheduled work day, the employee will suffer no loss of regular pay. If the examination occurs on a scheduled day off, he will receive four (4) hours pay for each day of travel required to attend the appointment,

and four (4) hours pay for the appointment. Such hours will be paid at the applicable overtime rate.

The Company will arrange (if required) and pay for the employee's travel and accommodations and reimburse him for reasonable meal costs.

13.12 Lined Winter Coveralls

- a) Effective September 1, 1998, employees who are required to work outside for 50% or more of their time, or in the case of tradesmen who are required to work outside, the Company will reimburse 75% of the cost of the initial pair of lined winter coveralls.
- b) Effective September 1, 1998, once worn beyond repair, the Company will reimburse the cost of a replacement pair of lined winter coveralls up to \$100.00 once every twelve (12) months.
- c) In all situations, reimbursements are contingent upon the submission of a receipt.
- d) Repair and cleaning of lined winter coveralls (including bibs) will be provided by the Company.

ARTICLE 14: CHANGE IN JOB CONTENT

- 14.01 If the Company substantially changes the content of any job classification or if a new job classification is established, the Company shall advise the Union of the changes and the wage rate schedule at least fifteen (15) days prior to the implementation of such action. If the Union disagrees with the Company's deci-

sion a grievance may be filed. If the matter goes to arbitration the arbitrator shall have the power to determine if there has been a substantial change in job content. The arbitrator will also have the power to determine the appropriate wage rate for changed or new jobs as well as the appropriate effective date of any wage rate changes.

**ARTICLE 15:
LEADHANDS AND RELIEF SUPERVISOR**

- 15.01 a) Employees acting as leadhand shall continue to perform their normal job function and shall have the added responsibility of leading and directing a work crew to ensure correct completion of work.

Employees agreeing to act as leadhand shall receive a premium of 50¢ for each hour acting as leadhand.

- b) An employee will not be given a preferential shift/job rotation solely for the purpose of providing him the opportunity to act as leadhand on a continuous basis.

It is also understood that on occasion a shift/job rotation may be adjusted to allow for the opportunity for an employee to act as leadhand.

- c) It is understood that if a supervisor is required to temporarily leave his work area, an employee may be appointed to act as a leadhand during the supervisor's absence, provided the supervisor does not leave the site and is with the crew at the start and end of shift.

- 15.02 a) Employees acting as a relief supervisor will be appointed to act in this capacity in the absence of the regular supervisor for vacation relief, sickness, leaves of absence, training, special projects and emergencies. Relief supervisors will assume all duties and responsibilities of the regular supervisor except, effect disciplinary action or represent the Company in grievance hearings, and will not engage in bargaining unit work except as provided for in Article 1.08.
- b) If an employee acts as a relief supervisor for more than one shift in a shift cycle, he will not work overtime, or statutory holidays on a reduced crew, except as a relief supervisor or if no employees are available to perform the work in that same cycle. For the purposes of this article, a cycle is a series of regularly scheduled consecutive shifts followed by the corresponding consecutive days off.
- c) Employees will normally act as a relief supervisor for a period of up to four **(4)** consecutive months to fill vacancies on a temporary basis. Should the Company require a relief supervisor for a temporary vacancy beyond four **(4)** months the Company agrees to meet with the Union to discuss any problems with a view to finding a satisfactory solution for all parties.
- If this employee continues to act in the same relief supervisor role, the Company agrees to meet with the Union every one **(1)** month thereafter, again to discuss any problems with a view to finding a satisfactory solution for all parties.

- 15.03 a) Employees agreeing to act as relief supervisors, shall possess either a permanent or provisional shift boss or supervisor certificate as required under the Health, Safety, and Reclamation Code for Mines in B.C.
- b) Employees acting as relief supervisors will be paid a premium of 50¢ per hour over the highest classification supervised for each hour acting in this capacity.

ARTICLE 16: TECHNOLOGICAL CHANGE

- 16.01 For the purpose of this agreement, technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which adversely affects employees in the bargaining unit through layoff or demotion from their present job classification.
- 16.02 The Company shall notify the Union not less than three (3) months before the initiation of a technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated. The parties shall meet for the purpose of discussing and implementing possible opportunities for retraining for new positions that arise as a direct result of the technological change, or transfer of employees affected by the change, reviewing the affects the change will have on employees and discussing alternatives.
- 16.03 Employees displaced from their classification as a direct result of the introduction of a technological change may:

- a) Fill any current vacancy for which they are qualified to perform in order of Company seniority.
- b) Displace another employee with less Company seniority provided they are qualified to perform the job in accordance with Article 11.16.
- c) Elect retraining for new positions that arise as a direct result of the technological change (if available) provided the employee possesses the ability to undertake and complete the retraining within 60 days. The requirements of the job posting provisions will be waived with respect to the filling of any new positions created by the technological changes in these circumstances only.

ARTICLE 17: APPRENTICESHIP PROGRAM

- 17.01 The Company will sponsor an apprenticeship training program in accordance with the laws of British Columbia.
- 17.02 a) While an apprentice is at school attending the courses prescribed by the Director of Apprenticeship, the Company will reschedule the apprentice to day shift (5 x 2) and maintain his earnings at his regular hourly rate for forty (40) hours in each week, less any subsidy paid by the Government. The Company's obligation is limited to one repeat during the employee's apprenticeship. The Company may discontinue the sponsoring of the apprenticeship where the apprentice has failed the required schooling more than once during the term of the apprenticeship.

- b) Upon removal from an apprenticeship due to failure the employee may be ineligible from applying for future apprenticeship vacancies.
- 17.03
- a) The basic hourly rates for apprentices shall be in accordance with Appendix A.
 - b) Rate increases are contingent upon successful completion of the previous practical requirements, and apprenticeship examinations. The yearly intervals shall be calculated using the anniversary date of the apprenticeship contract.
- 17.04
- Employees interested in being considered for apprenticeship must contact the Employee Relations Department and arrange to write the pre-apprenticeship examination. The passing grade for such apprenticeship testing is minimum 50%. Candidates are entitled to one re-write with the highest of the two scores considered. Candidates achieving the higher scores shall be given greater consideration.
- 17.05
- Vacancies for apprenticeships will be posted, however those wishing consideration, may apply to the Employee Relations Department at any time, and candidates for apprenticeships will be evaluated and selected in consideration of the following criteria:
- a) Work history and education related to the trade.
 - b) Highest score obtained on the trades aptitude examination.
 - c) Present job performance.
 - d) Company seniority.

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

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

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 pay.

If the awarded apprenticeship will result in a department transfer, the successful candidate will accumulate seniority in the new department from the date of the award, and will also accumulate seniority in his existing department until the date the transfer is effected. This is in effect on the date of ratification.

- 17.06 Upon successful completion of each year's technical training assignment, the Company will reimburse the cost of textbooks required to a maximum of \$120.00, upon submission of receipts.

In addition to the textbook allowance provided in the first year of an apprenticeship, the Company, upon the successful completion of the first year's technical training, will reimburse the cost of required "Starter Kits" upon the submission of a receipt.

- 17.07 While an apprentice is at school attending the courses prescribed by the Director of Apprenticeship, the Company will provide the following:

- a) Living out allowance will be provided to assist with the cost of maintaining a second

residence while at school. The allowance will be paid at a rate of \$18.75 per training day to a maximum of \$93.75 per week. When at school and maintaining a second residence, the apprentice must also be maintaining a permanent residence (paying rent, mortgage, etc.) to be eligible for this allowance. An apprentice is not eligible for this allowance if he resides with his parents as a permanent residence. It is the apprentice's responsibility to provide the Company proof as related to the maintenance of two residences.

This allowance will not be paid for any unexcused absences incurred by an apprentice while at school. This allowance will be paid on statutory holidays (recognized in Article 22.01) if the apprentice is still incurring expenses related to maintaining both residences on the date of the holiday. If the apprentice is not incurring such expenses on the date of the holiday, this allowance will not be paid for that day.

b) Travel support to assist with the cost of transportation between an apprentice's permanent residence and his second residence while at school, for travel at the beginning and at the end of the course. The school must be in excess of 30 kilometers from the apprentice's permanent residence. The allowance includes:

- i) 10.5 cents per kilometer travelled, to a maximum of 2400 kilometers. The maximum includes travel both to and from school.
- ii) one night's hotel (to a maximum of \$50.00) for travel in excess of 600 kilometers each way.

For i) and ii), the apprentice must provide to the Company proof of travel and his hotel receipts.

- c) If an apprentice is not maintaining a second residence, and the school is more than 30 kilometers from his permanent residence, he is eligible for commuting assistance of 10.5 cents per kilometer travelled to and from school to a maximum of \$93.75 per week.

The apprentice must provide to the Company proof of his travel.

The assistance provided in a), b), or c) above is payable upon the successful completion of the apprentice's school term and will only be paid once for each level of schooling.

ARTICLE 18: STUDENTS

- 18.01 All students will be required to pay Union dues as prescribed under Article 2.
- 18.02 Students, including co-op students will be employed for a period not to exceed four and one half (4 1/2) months or the term of a co-op program.
- 18.03 In the case of short term layoff (16 calendar days or less), students will be included with regular employees and the procedure in Article 11.16 (a) will be followed.

For layoff beyond the first shift, or for layoff which is known prior to the first shift, students will be laid off before regular employees provided the regular employee is qualified to perform the work available.

- 18.04 In the event that a student becomes a regular employee, seniority shall accrue from the date that they are re-hired as regular employees.
- 18.05 Students will waive seniority rights and are restricted from bidding on any job postings that may become available during their employment designated as a student.
- 18.06 During their employment so designated, students shall have no entitlement to benefits other than the monetary value of the boot allowance as outlined in article 26.04.
However, students will only be eligible for this allowance after a minimum of three months employed as a student. **Also**, students will only be eligible for one such reimbursement, regardless of the number of different periods employed as a student.
- 18.07 Students will be offered overtime after regular employees on the crew have had first opportunity.
- 18.08 Training requirements for students to operate heavy mobile equipment shall be discussed by the joint health and safety committee prior to each summer vacation period.
- 18.09 Students will not train other students to operate haulage truck.

ARTICLE 19: TEMPORARY EMPLOYEES

- 19.01 Temporary employees may be employed for a period not exceeding six **(6)** consecutive months, unless both parties mutually agree to extend this limit.

- 19.02 In case of a lay off, temporary employees shall be laid off before regular employees.
- 19.03 Persons hired as temporary employees shall have no seniority rights, and will be terminated when the work comes to an end.
- 19.04 Temporary employees must be members of the Union as outlined in this agreement and will be identified on the itemized list accompanying union dues remittance.
- 19.05
- a) Temporary employees will receive the rate of pay for the job they are performing and in addition will receive sixty cents (\$0.60) per hour in lieu of benefits.
 - b) Temporary employees shall receive **4.8%** vacation pay on gross wages paid on each pay period.
 - c) Temporary employees shall have no entitlement to benefits other than the monetary value of the boot allowance as outlined in article **26.04**.

However, temporary employees will only be eligible for this allowance after a minimum of three months employed as a temporary employee. Also, temporary employees will only be eligible for one such reimbursement, regardless of the number of different periods employed as a temporary employee.
- 19.06 Should a temporary employee be hired permanently into the same position he held as a temporary employee prior to his termination as a temporary employee, the hours worked will count toward completion of the probationary period set out in Article **9.01**. Should the permanent position be different than the one held

as a temporary employee, he shall be required to work the full probation period.

Upon successful completion of the required probationary period, his seniority shall be backdated to coincide with the start date of his most recent temporary employment.

- 19.07 Temporary employees applying for permanent positions should be given consideration prior to the Company hiring.

ARTICLE 20: HOURS OF WORK

- 20.01 This article is intended to define the normal hours of work and shall not be construed as any guarantee by the Company of any time, pay, or period of work or employment.

- 20.02 a) The term "work week" means that period of time commencing at the start of dayshift on Monday and terminating one hundred sixty-eight (168) hours thereafter.

For the purposes of those employees on the Tuesday to Friday ten hour shift schedule, the term "work week" means that period of time commencing at the start of dayshift on Tuesday and terminating one hundred sixty-eight (168) hours thereafter.

- b) The term "work day" means that period of time commencing at the start of shift and terminating twenty four (24) hours thereafter.

- 20.03 At its discretion, the Company may from time to time initiate, maintain or discontinue to conduct, all or any part of its operations on a multiple shift and/or multiple continuous shift basis.

Prior to introducing a shift schedule outside of those referred to in 20.04 the Company will meet with the Union to discuss the new schedule, the impact it will have on employees and consider alternatives that may arise from these discussions.

- 20.04 The Company may schedule or change the schedule of any area, employee or group of employees to meet needs of the operation. The normal hours of work for employees shall be based on one of the following schedules:
- a) Eight (8) hours per day, five (5) days per week.
 - b) Ten (10) hours per day, four (4) days per week.
 - c) Twelve (12) hours per day based on a work cycle which is eight (8) consecutive weeks [four (4) shifts on, four (4) shifts off] averaging forty-two (42) hours per week. Day shift commences at 8:00 am and night shift commences at 8:00 pm.
- 20.05
- a) Employees will receive their instructions in sufficient time to commence their shift at the designated starting time and work place and shall cease at the designated stopping time and place.
 - b) Departure and return to the dry of Pit Operations employees will be as per past practice.
- 20.06 Paid Work Breaks
- a) Eight (8) hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the

fourth and fifth hours of the shift. There will be two breaks of ten (10) minutes each at the workplace, designated by the Company during the periods of the second and third hours and sixth and seventh hours of the shift.

b) Ten (10) hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the fourth and fifth hours of the shift. There will be two fifteen (15) minutes breaks at the workplace designated by the Company during the periods of the second and third hours and seventh and eighth hours of the shift.

20.07 a) Shop Maintenance twelve-hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the periods of the fifth and sixth hours of the shift. There will also be two fifteen (15) minute breaks at the workplace designated by the Company during the period of the third and fourth hours and the eighth and ninth hours of the shift. One ten (10) minute break will be designated on the tenth hour.

b) Pit Maintenance twelve-hour shift employees will have a lunch break of thirty (30) minutes between the fifth and sixth hours of the shift. There will be one fifteen (15) minute break between the third and fourth hours of the shift and one twenty-five (25) minute break between the eighth and ninth hours of the shift.

c) Pit Operations twelve-hour shift employees will have two breaks of thirty (30) minutes between the fourth and fifth hours and eighth and ninth hours.

d) Plant Operations twelve-hour shift employees will have a lunch break of thirty (30) minutes and two fifteen (15) minute breaks.

20.08 With respect to all breaks provided in Articles 20.06 and 20.07, employees shall continue all necessary supervision of machinery and maintenance of service but shall not be required to do any work which can be reasonably postponed to the end of their lunch break. Employees who have their break interrupted will be entitled to complete the time owing on their break.

ARTICLE 21 : OVERTIME AND SPECI PAY

21.01 Overtime will be voluntary provided that operating requirements are met. If operating requirements are not met through voluntary overtime, the junior qualified, employee(s) on shift will be designated to perform the required work.

21.02 a) The Company will distribute opportunities for overtime as equitably as is practicable among the employees in the department and in the classification who normally performs the work in the area for which overtime is required. A record of overtime opportunities will be posted in each department.

b) The parties are not precluded from mutually agreeing to alternative methods of distributing overtime opportunities.

21.03 Overtime shall be calculated by rounding upwards to the nearest quarter (1/4) hour.

21.04 Consecutive hours worked will be deemed to fall in the same work day for the purpose of calculating overtime premiums for that day.

21.05 Twelve Hour Shift Schedule Overtime Averaging

As the twelve (12) hour shift schedule as outlined in article 20.04 (c) results in an average of forty-two (42) hours per week over any eight week cycle, an employee working such a schedule shall be paid one and one-half (1 1/2) times his regular hourly rate for the last two (2) hours of his scheduled shift in the week.

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

For the purposes of this payment, vacation, floaters, statutory holidays, bereavement, union leave, jury duty, bank time and authorized unpaid leaves of absence are considered as time worked. All other absences including sickness are considered as unpaid leave.

21.06 Weekly Overtime Calculations

a) Eight Hour Shift

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

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

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

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

in excess of eight (8) in a scheduled work day;

iii) time worked in excess of eight (8) hours on a scheduled rest day.

b) Ten Hour Shift

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

i) time worked in excess of forty (40) regular hours in a work week;

ii) the first eight (8) hours worked on scheduled rest days.

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

i) time worked in excess of ten (10) hours in a work day;

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

iii) time worked in excess of eight (8) hours on a scheduled rest day.

c) Twelve Hour Shift

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

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

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

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

ii) all hours worked in excess of twelve (12) hours on scheduled rest days;

iii) all hours worked beyond 48 hours

worked during days of rest during the eight week averaging period.

21.07 a) Schedule Changes

- i) The Company shall give an employee forty-eight **(48)** hours notice of a change in his regular schedule. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. This provision shall not apply to a new employee's initial assignment to a regular shift. Such hours worked will not be used for the calculation of overtime.

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

- ii) During the week of transition where the employee works a combination of shifts (eight hour / ten hour / twelve hour) the following will apply, and Articles 21.06 (a), (b), and (c) will not apply.
 - 1. Eight **(8)** hour shifts (or ten (10) hour shifts) going to twelve (12) hour shifts:
 - i) after forty (40) regular hours per work week all hours worked will be paid at one and one-half (1 1/2) times;
 - ii) after forty-eight **(48)** hours per work week all hours will be paid at two (2) times;

- iii) **all** hours worked in **excess** of twelve (12) hours per day will be paid at two (2) times.
- 2. Twelve (12) hour shifts going to eight (8) hour shifts (or ten (10) hour shifts) or twelve (12) hour shifts going to twelve (12) hour shifts:
 - i) one and one-half (1 1/2) times will be paid for the first twelve (12) hours in the work week that exceed the number of hours the employee would have worked on his old shift schedule;
 - ii) two (2) times will be paid for all hours worked in the work week beyond those described in 21.07 (a) (ii) 2. (i);
 - iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.
- iii) If an employee is not required to work a combination of shifts in the week of change, then the effective date of change is always start of shift on Monday and Article 21.07 (a) ii) provisions do not apply.

For the purposes of those employees on the Tuesday to Friday ten hour shift schedule who are not required to work a combination of shifts in the week of change, then the effective date of change is the start of shift on Tuesday and Article 21.07 (a) ii) provisions do not apply. However, in the case where employees change from the Tuesday to Friday ten hour shift schedule to the

Monday to Thursday ten hour shift schedule, then the effective date of change is the start of shift on Monday.

b) Shift Changes

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

Overtime will be paid in accordance with Article 21.06 (a), (b), or (c).

21.08 There shall be no pyramiding of overtime.

21.09 When it is known that an employee will work two (2) hours or more beyond the end of his normal work hours, if requested, arrangements will be made to supply a hot meal and a beverage as close as possible to the end of his normal shift. An employee who is given prior notification that he will be required to work beyond his normal hours will not be entitled to a meal.

21.10 Employees working or about to work overtime for two (2) hours or more will be allowed a fifteen (15) minute break to eat the meal referred to in Article 21.09. A further fifteen (15) minute break will be granted after each additional two (2) hour period, provided the work is continuing.

21.11 a) An employee called out to work during other than his regular hours will be paid the applica-

ble overtime rate for actual hours worked, or four (4) hours at his regular pay, whichever is greater.

- b) Where an employee who reports for work for his regular shift and who has not been notified not to report to work and is sent home because no work of any kind is available, he shall be paid an amount equal to two (2) hours pay at his straight time hourly wage rate.
- c) Employees who are sent home after the designated shift start time shall receive a minimum of four (4) hours pay, at their straight time hourly wage rate.

21.12 Shift and Weekend Premiums

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

Twelve Hour Shift Schedule

Night Shift Premium - \$0.90/hour (ninety cents/hour).

- 21.13** Employees working on regular scheduled shift on Saturdays and Sundays shall be paid a premium of **(\$1.65)** per hour (one dollar and sixty-five cents/hour).

- 21.14** The premiums referred to in Articles **21.12** and **21.13** will not apply when overtime or other premium pay is being paid for the shift. These premiums will not be paid if the employee does not work on the shift attached to the premium.

- 21.15** Pit Operations employees in a job classification lower than support equipment operator and qualified to operate one piece of support

equipment, shall receive a premium of 25¢ per hour for each hour operating that equipment.

21.16 Employees specifically instructed to train other employees to operate haulage truck, shall receive a premium of 50¢ for each hour they are engaged in such training.

21.17 Employees may elect, at the time overtime is worked to bank overtime instead of receiving payment. Overtime hours worked will be banked at the applicable overtime rate (ie. two hours overtime at time and one-half equals three hours banked).

Employees may accumulate up to a maximum of one hundred fifty six (156) hours at any given time, but may only take a maximum of sixty (60) hours banked time off in any calendar year.

In the event of a layoff of sixteen (16) calendar days or less, employees laid off may elect to use bank time to cover this period of layoff, and the sixty (60) hour maximum is waived.

Employees may elect to have bank time paid out at the wage in effect at the time it was banked, up to five (5) times per calendar year.

The scheduling of bank time off requires supervisory approval.

21.18 It is agreed that employees who attend company sponsored voluntary training courses outside their regular work hours will not be eligible for overtime. They will be paid straight time for time spent in training. However, for the purposes of calculating overtime for hours worked, straight time training hours paid outside regular work schedules, will be treated in

the same manner as if they were worked at overtime rates. It is also agreed that any relevant premiums or allowances under articles 21.12, 21.13 and 25.02 respectively would be applicable to straight time training hours.

ARTICLE 22: STATUTORY HOLIDAYS

22.01 An employee shall receive Statutory Holiday pay at his regular rate for each of the following Statutory Holidays, provided he has complied with the provisions of Article 22.03, in accordance with the payment schedule outlined herein:

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

- a) i) If the Statutory Holiday falls on an employee's normal work day and he is not scheduled to work he will receive holiday allowance equal to the number of hours he normally would have worked.
- ii) If the Statutory Holiday falls on an employee's normal work day and he works, he will receive holiday allowance in accordance with 22.01 (a) (i) and two (2) times his basic rate for hours worked. Such hours worked will not be used for the calculation of overtime.
- iii) If the Statutory Holiday falls on an employee's normal day off and he does

not work, he will receive holiday allowance equal to the number of hours in his normal work day.

- iv) If the Statutory Holiday falls on an employee's day off and he works, he will receive holiday allowance in accordance with Article 22.01 (a) (iii) and two (2) times his basic rate for hours worked. Such hours worked will be used for the calculation of overtime.
- b) i) Employees on the payroll as of each January 1 and July 1 will be entitled to a Floating Holiday, provided they have completed their probation period. Floating Holidays will be scheduled on an individual basis by mutual agreement between the employee and his supervisor. Payment for Floating Holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken;
- ii) Employees may bank Floating Holidays up to a maximum of four (4);
- iii) An employee will receive payment for any unused Floating Holidays upon the termination of his employment up to a maximum of four (4) as described in 22.01 (b) (ii).
- iv) An employee who is off on Workers' Compensation, Weekly Indemnity or Long Term Disability shall continue to accumulate up to the maximum of four (4) Floating Holidays.

22.02 Where a statutory holiday falls on an employee's normal day off or for employees who are

requested to work on a statutory holiday and have complied with the provisions of Article 22.03, these employees may elect to take an alternate day *off* without pay, up to a maximum of four (4) in any calendar year. These days must be scheduled by mutual agreement between the employee and his supervisor. All lieu days will be waived at the end of the year following the year earned.

- 22.03 a) Except if he is on vacation or any authorized leave of absence, an employee shall not receive Statutory Holiday allowance if:
- i) He does not work his last regularly scheduled shift before and his first scheduled shift after the Statutory Holiday;
 - ii) He fails to work on a paid Statutory Holiday which he has been scheduled to work;
 - iii) The statutory holiday falls, while he is on lay-off of more than sixteen (16) calendar days;
 - iv) The Statutory Holiday falls during his first thirty (30) days of employment.
- b) In applying Article 22.03 (a) (i), an employee shall be deemed to have worked the qualifying shifts if his absence is excused and/or otherwise authorized by the Company. However, payment of such holiday pay in case of excused or authorized absence shall be limited to one holiday per absence.

In cases where the absence commences after the Remembrance Day Holiday and encompasses any or all of Christmas Day,

Boxing Day or New Year's Day, the employee will be paid for up to three (3) Statutory Holidays.

22.04 Notwithstanding article 23.06(b), vacation may be taken in an increment of less than one set where one or more statutory holiday(s) fall within the set. In this circumstance, an employee will only be required to use vacation for the scheduled work days exclusive of the statutory holiday(s). Any employee granted this vacation will also be granted leave for the statutory holiday(s).

This article is only applicable when the combination of statutory holidays and vacation days equals a set of scheduled work days.

22.05 Employees required to work on statutory holidays will be notified during the shift cycle prior to each statutory holiday. However, if the circumstances of a particular statutory holiday have changed after this notice has been given, the affected employees will be notified as soon as is practicable.

ARTICLE 23: VACATION

23.01 Employees will be entitled to annual vacation, in accordance with the following schedule based on their amount of active service.

Active service is defined as being equal to the number of days of Company Seniority less periods of layoff over sixteen (16) calendar days. A completed year of active service equals 365 days. Years of active service will be calculated commencing on an employee's Company Seniority date.

Completed Years of Active Service	Vacation Entitlement (Hours)	Payment (% Gross Earnings excluding taxable benefits)
1	96	4.8%
2	104	5.2%
3	120	6.0%
4	120	6.0%
5	144	7.2%
6	152	7.6%
7	160	8.0%
8	160	8.0%
9	160	8.0%
10 or more	180	9.0%

23.02 Employees shall be required to submit their preference for vacation time to immediate supervisor before March 01st in each year. Following this the Company will post approved vacation schedules, by department, no later than April 01st.

23.03 Preference for vacation entitlement will be determined on the basis of department seniority within the department of those employees whose applications for vacation are received by March 01st in each year. Vacation requests received after March 01st will be allocated, based on the dates they are received, on a first received, first scheduled basis. The Company will grant vacations at times most preferable to employees, provided that such requests do not unreasonably interfere with the requirements of operations.

23.04 Vacation time up to forty eight (48) hours may be carried over from one vacation year to the

next vacation year. At the conclusion of each employee's vacation year, any vacation entitlement not taken, not scheduled by the Company or not carried over by the employee, will be paid out and the time lost.

- 23.05 The Company will give three (3) months notice of a planned vacation shutdown. In the event that the three month notice period ends at the beginning of the vacation shutdown, an employee who has scheduled and received approval for his vacation within this period will have the option of taking his vacation as previously approved. In all other circumstances an employee's vacation will be rescheduled or scheduled to the vacation shutdown period.
- 23.06 a) Vacations with the exception of Article 23.04, must be taken during the year of their entitlement (ie. vacation is earned in one vacation year and taken in the next vacation year).
- b) Vacations submitted before March 01st are to be taken in four (4) day sets for the ten and twelve hour shift employees and 5 day sets for the eight hour shift employees. Vacations submitted after March 01st can be taken in single day blocks granted on a first come first serve basis.
- c) Employees shall only be allowed to take a maximum of two sets in prime time. Prime time is defined as July 01st to Labour Day and December 20th to January 01st.
- d) Not withstanding anything in Article 23, in the case of a planned vacation shutdown, vacation time will be scheduled or rescheduled within the shutdown period.

ARTICLE 24: LEAVE OF ABSENCE

- 24.01 a) i) An employee may be granted a leave of absence for sufficient reasons acceptable to the Company. Subject to such leave being granted, the employee(s) must use any floating holidays, and days-in-lieu first.
- ii) A leave of absence request must be in writing and authorized by a management representative.
- 24.02 An employee who fails to return to work from an authorized absence may be disciplined up to and including discharge unless his reason for failure to return is acceptable to the Company.
- 24.03 a) In the case of a death in the immediate family of an employee, the Company shall grant the employee a leave of absence with pay of two (2) shifts. If the employee attends the funeral of the deceased, an additional two (2) shifts shall be granted for this purpose. Prior to taking such leave, the employee must advise his immediate supervisor.
- b) Immediate family means those named as related to the employee and include employee's: spouse, child or stepchild, parent or step-parent, brother, sister, parent-in-law, grandparent.
- c) Statutory holidays are included as a shift for the purpose of this clause.
- d) An employee eligible for bereavement leave which occurs during his vacation shall be entitled to have that portion of vacation rescheduled.

- 24.04 An employee who is called for jury duty or is subpoenaed as a witness (but not in his own defence), will be paid an allowance equal to the difference between the payment, excluding travel allowance, he receives for each day of such service and his straight time pay for work which he would have been scheduled and which he would otherwise have performed on those days.
- 24.05 Maternity and parental leave shall be in accordance with the Employment Standards Act of British Columbia.
- 24.06 a) Upon written request from the Union, the Company will grant leaves of absence without pay to do work for the Union. This leave may be granted up to a maximum of six employees for up to two (2) weeks at any one time. This leave will be granted subject to the requirements of the operation.
- The Union agrees to give the Company one (1) weeks notice in writing of request for such leave.
- b) The Company may grant one (1) employee a leave of absence for up to one year to work directly on a full time basis for Local 443 or the National CEP. This leave may be extended for an additional year. During absence under this clause the employee's seniority continues to accumulate. Upon expiry of the leave he will return to work at the job which he left and if he is unable to do so will exercise his rights as per the terms of this agreement. All benefits terminate while the employee is on leave as a National Representative.

Requests for such leave will not be unreasonably denied subject to the requirements of the operation.

- c) Upon written request from the Union, the Company will grant leaves of absence for members of the Union executive or members of Union committees, as recognized in this agreement, to attend executive or General Membership meetings. Such leave will not be unreasonably denied.

24.07 Employees who are involved in search and rescue or fire fighting activities, when unable to come to work as a direct result of their involvement shall have their wages maintained by the Company, and the employee through use of banktime, vacation, floaters, or self mutuals.

It is understood employees will not normally be allowed to leave the job site to undertake such endeavours.

24.08 Recognizing the need for ongoing training for shop stewards and safety representatives, the Company shall pay to Local 443 an amount equal to fifty (50) hours at wage grade 1 each month, provided the total man hours worked by bargaining unit employees is two thousand (2,000) or greater in that month.

Effective January 1, 1999, the payment as outlined above shall increase to an amount equal to sixty (60) hours at wage grade 1 each month, provided the total man hours worked by bargaining unit employees is two thousand (2,000) or greater in that month.

ARTICLE 25: HEALTH AND WELFARE

- 25.01 The Company agrees to pay the premiums to the insurance companies for providing the benefits set out below for any permanent employee who has elected or in the future may elect to be covered by the plans; provided that such employee meets the eligibility requirements for enrolment. Coverage provided is subject to the terms of the respective insurance policies as outlined in the benefit booklet entitled Teck Group of Companies, Group Insurance Plan for Bullmoose Employees, except changes noted below. All benefits provided in this agreement are payable by the insurer and not by the Company.
- a) Medical Services Plan of British Columbia or equivalent, when eligible.*
Employees permanently laid off and who still meet eligibility requirements shall have coverage continue for a period of two (2) months from the effective date of layoff.
 - b) Extended Health Care*
\$25.00 annual deductible per person or family and the difference between the B.C. Pharmacare coverage or equivalent and the cost of prescribed drugs to a maximum lifetime health care benefit level of \$100,000 per person. Effective on date of employment. Co-insurance is 100%.
 - c) Vision Care*
Eye glasses or contact lenses when required for an initial or change lenses prescription. Maximum benefit level is \$125.00 per employee and dependent every 24 months. Effective on date of employment.

Effective January 1, 1999, the maximum benefit level will increase to \$150.00 per employee and dependent every 24 months. Effective on date of employment.

d) Dental Plan*

Plan A - Routine Treatment 100% coverage
Plan B - Major Treatment 100% coverage
Plan C - Orthodontic Treatment 50% coverage

Maximum coverage for Plan A & B combined is \$2,000 per year per person.

Maximum coverage for Plan C is \$2,000 per lifetime per child up to their 19th birthday.

Coverage commences on the first day of the third month following the date of employment.

e) Weekly Indemnity

Weekly benefit of 60% of basic weekly earnings (basic rate x 40 hours) to a maximum of \$500 per week.

Effective January 01, 1999, the weekly maximum will increase to \$575 per week.

Benefits are provided from the first day of accident or fourth day of sickness, where the employee misses work, for a maximum of 52 weeks (1-4-52 Plan).

Effective on date of employment.

f) Long Term Disability

Available to employees who suffer non-occupational injury or disease. Payments commence upon expiration of weekly indemnity payments and continue until the earlier of recovery, age 65, or death.

Benefits shall be the difference between all payments paid to the employee by the

Government (calculated monthly) and 40% of the basic monthly earnings (basic rate x 173 hours) at the time disability first commenced, to a maximum benefit of \$1300 per month.

Effective January 01, 1999, the monthly maximum will increase to \$1400 per month.

g) Life Insurance and Accidental Death and Dismemberment

Life Insurance - 2x annual basic salary

Accidental Death and Dismemberment
- 2x annual basic salary

Effective on date of employment.

*

Denotes coverage for employee and dependents. Common-law relationships are recognized for coverage of dependents and considered to exist where two persons of the opposite sex have lived together as husband and wife for at least six months.

25.02 RRSP ALLOWANCE

The Company will provide a RRSP Allowance as follows:

a) Eligibility

All permanent employees will be eligible for a contribution under the plan, based on actual hours worked, beginning the first day of the third month following the date of permanent employment. Students and Temporary employees are not eligible for this plan.

b) Allowance

The allowance is equal to seventy-two cents (72¢) per hour for each hour actually

worked, and for vacation hours taken, in the calendar year.

Effective July 1, 1999, this allowance will increase to eighty-five (85¢) per hour for each hour actually worked, and for vacation hours taken, in the calendar year.

Hours paid but not worked are excluded from this calculation. Any amount received under this allowance will not be included in any vacation pay calculation.

c) Payment

Payment will be made on an annual basis, except as provided for in (d) below, for the preceding year by the end of February (ie. payment for hours worked in 1994 will be made by the end of February, 1995). Payment will be made by direct deposit into each employee's personal RRSP account.

d) In the event of an eligible employee's termination, the accrued entitlement will be paid within thirty (30) days.

ARTICLE 26: GENERAL PROVISIO

26.01 Severance

a) In addition to the notice requirements contained in this agreement, the Company shall in the case of permanent layoff resulting in the termination of employment, provide a severance of:

Eight hundred dollars (\$800) for each fully completed year of active service after January 01, 1991, and five hundred dollars (\$500) for each complete year of active service prior to this date.

Effective the second year of the collective agreement, eight hundred dollars (\$800) for each fully completed year of active service after January 01, 1990, and five hundred dollars (\$500) for each complete year of active service prior to this date.

Effective the third year of the collective agreement, eight hundred dollars (\$800) for each fully completed year of service after January 01, 1989, and five hundred dollars (\$500) for each complete year of active service prior to this date.

- b) Employees shall be paid severance upon expiration of recall rights or upon termination while on layoff, at the employee's option.
- c) Upon payment of severance, the employee shall lose all recall rights.
- d) Employees on permanent layoff, still holding right of recall, who subsequently refuse and lose recall rights shall be paid severance.

- 26.02
- a) An employee who breaks or loses a personal tool (not covered under warranty) required at work in his trade, shall present the broken tool to his supervisor and either obtain approval for the purchase of a replacement tool of similar quality, at which time he will be reimbursed after submission of a receipt, or the Company will replace or repair the broken tool.
 - b) Tool boxes damaged beyond repair through legitimate accidents, or where stolen, and proven to be no fault of the owner will be replaced by the Company to a comparable standard at no cost to the employee.

- c) Tradesmen may purchase tools required at work in his trade through the warehouse to a maximum \$250. This money shall be recovered from the employee at \$25.00 per pay.
- 26.03 The Company will continue to supply prescription safety glasses as per present practice.
- 26.04 Effective January 01, 1997, upon submission of a receipt, employees will be reimbursed for the purchase of work boots, up to a maximum of \$125.00 per calendar year. Effective January 01, 1999, this reimbursement will increase to a maximum of \$150.00 per calendar year.
- 26.05 All employees scheduled to work overtime during the shift on Election Days will be scheduled to work eight (8) hours.
- 26.06 Mutual shift exchanges amongst employees will be allowed in accordance with the policy on Mutual Shift Exchanges.
- 26.07 The normal procedure for payment of wages will be every second Friday.
- 26.08 The Company agrees to pay for the production and printing of the Collective Agreement and supply a copy to each Employee covered under this Collective Agreement and sufficient copies for the Union.
- 26.09 a) The Company agrees to maintain bulletin boards in each department on which the Union may put information regarding Union affairs. Such notices will be approved by the Local Union Executive and will be in

X

keeping with the spirit and intent of this Agreement. Copies of all notices will be provided to the Company at the time of posting.

- b) The Company will provide for boxes to be set up in a mutually agreed location(s) for distribution of bulletins in accordance with 26.09 (a).

ARTICLE 27: TERM OF AGREEMENT

27.01 The term of the Collective Agreement shall be effective from the date of ratification to and including December 31, 2000.

The provisions of sections 50(2) and 50(3) of the British Columbia Labour Relations Code are specifically excluded from this collective agreement.

27.02 Either party may request the negotiation of a new Agreement by giving written notice to the other party during the four (4) months preceding its termination.

The provisions of this agreement shall remain in effect during such negotiations.

**APPENDIX A
WAGE SCHEDULE**

Grade	Classification	Rate Per Hour	
		Jan.1/1998	Jan.1/2000
1. *	Certified Journeyman	25.59	25.85
2.	Shovel/Hoe Operator	24.15	24.39
	Process Operator 1		
	Certified Warehouseman		
	Certified Crane Operator		
3.(a)	Process Operator 2	23.67	23.91
3.	Uncertified Journeyman	23.42	23.66
	Tireman		
	Lubeman		
	Maintenance Serviceman		
	Rotary Drill Operator		
	Sample Drill Operator		
	Production Loader Operator		
	Blaster 1		
	Uncertified Crane Operator		
4.	Support Equipment Operator	22.76	22.98
	Portable Crusher Operator		
	Process Operator 3		
	Tank Drill Operator		
5.	Haul Truck Driver	22.04	22.26
	Blaster 2		
	Process Operator 4		
	Assayer		
6.	Tool Crib Attendant	20.67	20.88
	Utilityman		
	Blaster 3		
7.	Packer Operator	19.32	19.51
	Warehouse Yard Attendant		
8.	Washpad Attendant	18.53	18.72
	Helper		
9.	Labourer	17.91	<u>18.09</u> BR
	Janitor		
	Assayer - entry level		
10.	Student	16.32	16.48

* As of the date of ratification of this collective agreement, maintenance employees who are uncertified but receiving Grade 1, will continue to do so.

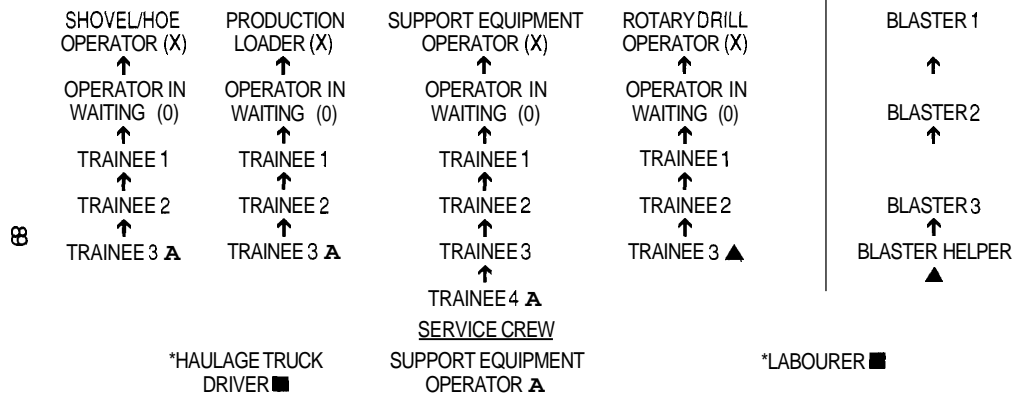
Apprentice Rates:

Three Year Program Four Year Program Five Year Program

1st Year	82%	79%	79%
2nd Year	86%	82%	82%
3rd Year	91%	86%	86%
4th Year		91%	91%
5th Year			95%

The above rates are based on Journeyman rates.

PIT OPERATIONS - LINES OF PROGRESSION
SECTION 1



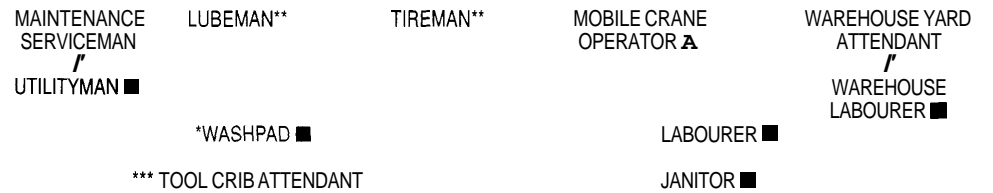
NOTES:

Minimum requirements for support equipment include: track dozer, support loader, rubber tire dozer and grader. The scraper is part of support equipment and the company will provide this training to employees if required. Employees posting from Section 2 to section 1, must bid on haulage truck before being eligible for trainee vacancies in Section 1.

* indicates job is permanently posted.

All employees in Section 1 must become qualified to drive haulage truck if required. Blaster 1: Blasting ticket plus in charge of blast. Blaster 2: Blasting ticket. Blaster 3: 3 months experience on BOC blasting crew and pass exam.

MINE MAINTENANCE - LINES OF PROGRESSION



NOTES:

Entry qualifications for Utilityman includes passing a mechanical aptitude test.

The Utilityman must become qualified as both a Lubeman and Tireman.

The Maintenance Serviceman classification consists of both the Lubeman and Tireman areas.

To be qualified as a Maintenance Serviceman, the employee must be qualified as both a Lubeman and Tireman.

Entry qualifications for Warehouse Labourer is to be a holder of a valid class 5 drivers license.

To qualify for Warehouse Yard Attendant, the Warehouse Labourer must complete 3 months as a Warehouse Labourer in addition to learning the basic computer inventory system so that he may issue material as required.

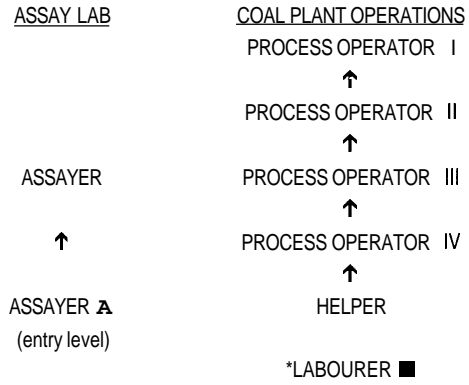
In addition to warehouse labourer duties, the Warehouse Yard Attendant must be proficient at accessing locations of yard material to facilitate the placement of new material and the removal and delivery of needed inventory. This employee must also be qualified to operate warehouse equipment (ie: forklifts, pick-up truck).

'indicates job is permanently posted

** refer to the Letter of Understanding: Training Employees in the Lubeman and Tireman Classifications

*** refer to the Letter of Understanding: Modified Return to Work and Alternate Work Assignments

**COAL PLANT OPERATIONS
LINES OF PROGRESSION**



Notes:

Entry qualifications for Process Operator II is to be qualified in a minimum of Dryer and Fine Coal areas.

Entry qualifications for Assayer includes basic proficiency in math.

* indicates job is permanently posted.

To qualify for helper, labourer must have completed training for Process Operator IV.

**MEMORANDUM OF AGREEMENT
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

The parties to this memorandum have reached agreement upon the terms and conditions of a tentative agreement, subject to ratification. The terms and conditions of this Agreement are as of the Company's offer on April 17, 1998 (see attached).

Terms and conditions are effective the date of ratification except as noted in the attached tentative agreement or expressed herein:

1. General wage increases shall be 2.5% effective January 1, 1998, and 1% effective January 1, 2000.
2. Article 24.08 - the increase to 50 hours per month is effective the first month after the date of ratification.
3. Process Operator 2 rate is effective the date of ratification.

Signed this 17th day of April, 1998, at Tumbler Ridge, British Columbia.

CEP LOCAL 443

Stuart Cleland
Larry Losier
Jim Stephenson
Rob Goossens
Ken Wazny
Randy Billow

BULLMOOSE OPERATING CORPORATION

John McManus
Allen Karasiuk
Adam Bonham-Carter
Mark Bernadet
David de Medeiros
Ivan Moser

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

APPLICATION OF ARTICLE 1.08

Further to discussions during negotiations, this letter will confirm our understanding in regard to the application of Article 1.08 during the term of the collective agreement.

Through these discussions, the Company and the Union recognize that there has been a significant change to the language of Article 1.08, intended to define the changes as to how business is to be conducted on a day to day basis at the mine. Therefore, the parties agree that it is in everybody's best interest to have a clear understanding of the intention of the language and to ensure a consistent application in the future.

With the above in mind, the Company and the Union are committed to training their respective supervisors and shop stewards to this end.

If the Union notes any specific problems in the workplace, this will be immediately communicated to the Company with the intention of resolving problems as they occur.

The period of time from the commencement of this collective agreement until six (6) months thereafter, is taken as the time frame for both parties to meet the requirements outlined above and to ensure that Article

1.08 is being applied in a manner that demonstrates the understanding reached at negotiations.

At the conclusion of this time frame, or any time thereafter, if, in the opinion of the Union, there exists an abuse of Article 1.08 through violations on a recurring basis, then, with 15 days notice, the following language will be adopted and the Company will be so notified:

In the event a non-bargaining unit person performs work in violation of this article, the Company shall pay as a penalty an amount equal to the hourly rate of the employee(s) who would normally perform such work for the period of the violation, or for two (2) hours, whichever is greater, and such payment will be made to the Union.

If the provision has been invoked and, in the opinion of the Company, is being abused, the Company will file notice to the Union to have this provision removed from the collective agreement. The penalty clause will remain in effect until any disputes regarding the removal of the penalty clause are resolved.

Any disputes in regard to these issues may be referred to the grievance procedure and ultimately arbitration.

C.E.P. LOCAL 443

BULLMOOSE OPERATING CORPORATION

Stuart Cleland

Allen Karasiuk

Larry Losier

Mark Bernadet

Adam Bonham-Carter

November 25, 1997

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

**MODIFIED RETURN TO WORK AND ALTERNATE
WORK ASSIGNMENTS**

In recognition of the responsibilities of both the Company and the Union towards employees with disabilities, the parties continue to endorse Modified Return to Work and Alternate Work Assignments and will meet at mutually agreed times to review the related issues.

For those employees who may require a modified return to work or an alternate work assignment because of a disability, it is recognized that the position of Tool Crib Attendant will be designated for these purposes. The following provisions will apply to the placement of employees into tool crib positions as vacancies arise, provided these employees have the abilities to meet the requirements of the tool crib position:

- 1) the first priority of consideration will be for those qualified employee(s) who are unable to do their regular job due to a disability;
- 2) the second priority of consideration will be for those qualified employee(s) who are still able to do their regular job at the time of the vacancy but who may be unable to do that job in the future due to the worsening of an existing medical condition.

When a vacancy arises, and there is more than one eligible employee within a level of consideration, the employee with greatest Company seniority will get first preference.

C.E.P. LOCAL 443

BULLMOOSE OPERATING CORPORATION

Stuart Cleland

Allen Karasiuk

Larry Losier

Mark Bernadet

November 25, 1997

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

**FILLING OF PERMANENT VACANCIES IN THE PIT
OPERATIONS LINES OF PROGRESSION**

Further to discussions at negotiations, this letter outlines the procedure for the filling of permanent vacancies in the Pit Operations Lines of Progression (section 1) for those positions marked with an "X", in the event that there is no qualified Operator in Waiting for the position available at the time of the vacancy.

In this circumstance, the vacancy will be temporarily held open to allow for an employee training in that Line of Progression to complete his training and be promoted into the position, provided both the following conditions are met:

1. At the time of the vacancy, there must be a trainee at a minimum of a Trainee 2 level in the Line of Progression that the vacancy exists; and
2. Subject to the requirements of the operations, a relief operator must be available to be assigned temporarily to fill the vacancy.

The vacancy will be temporarily held open for a specific trainee. The trainee selected shall be the trainee with the highest department seniority, and is at least a Trainee 2 in the Line of Progression, who expresses interest in accepting the vacancy.

If the above conditions are not met, or if the trainee becomes qualified as an operator in waiting and then refuses promotion, the vacancy will be posted according to article 11.07(d) of the collective agreement.

It is also understood that if, at the time of the vacancy, there are employees eligible for the recall provisions of the collective agreement, the procedure outlined above will not apply, and instead, the vacancy will be filled in accordance with the recall provisions of the collective agreement.

The Company and the Union agree to periodically review the status of the pit operations training program at Joint Union Management meetings as required.

C.E.P. LOCAL 443

**BULLMOOSE OPERATING
CORPORATION**

Stuart Cleland

Allen Karasiuk

Larry Losier

Adam Bonham-Carter

December 10, 1997

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

**TERMINATION OF EMPLOYMENT AFTER
PROLONGED ABSENCE**

In cases where the Company receives pertinent medical information that provides a specific return to work date, employees will be exempt from termination of employment as provided in Article 9.07a(v).

However in such cases the following conditions will apply:

1. Such medical information must be in the Company's possession one (1) month prior to the end of the period described in 9.07 a (v).
2. The specific return to work date must be within a time frame so as not to provide undue hardship to the Company.
3. Should the employee not return to work after the agreed to extension, the provisions outlined in Article 9.07 a (v) will be applied and the employee will be terminated.

C.E.P. LOCAL 443

**BULLMOOSE OPERATING
CORPORATION**

Stuart Cleland

Allen Karasiuk

Larry Losier

Adam Bonham-Carter

December 10, 1997

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

SHOVEL/HOE OPERATORS

Further to discussions during negotiations, the Company and the Union agree to the following job posting and pay procedures as they pertain to shovel/hoe postings and shovel/hoe trainee rates of pay.

1. Once a trainee becomes qualified on either the shovel or the hoe, he will be paid at grade 2 for actual hours he operates the machine he is qualified on when filling temporary vacancies as outlined in article 11.03.
2. Permanent vacancies in the shovel/hoe classification will be filled in this priority:
 - a) In accordance with article 12.02(f) of the collective agreement and the letter of understanding on the filling of permanent vacancies in the pit operations lines of progression.
 - b) If there is no trainee 1 or trainee 2, the collective agreement will be applied except the company will determine whether the immediate requirement in the shovel/hoe classification is for a qualified shovel operator or qualified hoe operator. Once this determination has been made, a qualified employee may be promoted in accordance with the collective agreement. Once promoted, the employee will be provided training to become qualified on the piece of equipment where training is lacking within a one

year time period. If the employee is not successful in completing his training then article 11.06(b) shall apply.

c) If a vacancy in the shovel/hoe classification is not filled in accordance with (a) or (b), the posting procedure in article 11.07 (d), of the collective agreement will be followed with the following priorities:

- i) senior qualified shovel/hoe operator
- ii) senior qualified shovel or hoe operator (depending on the immediate needs of the Company)

In the circumstances that a job is awarded in accordance with (ii) above, the employee will be provided training to become qualified on the piece of equipment where training is lacking within a one year time period. If the employee is not successful in completing his training then article 11.06 (b) shall apply.

d) If the vacancy is not filled by (a), (b), or (c), then the Company may recruit for either a shovel operator, hoe operator, or shovel/hoe operator.

C.E.P. LOCAL 443

BULLMOOSE OPERATING CORPORATION

Stuart Cleland

Allen Karasiuk

Larry Losier

Adam Bonham-Carter

December 10, 1997

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

**TRAINING AND POSTING FOR SERVICE CREW
SUPPORT EQUIPMENT OPERATORS:**

The following procedure has been developed to provide a structured means for training of future support equipment operators on the service crew and for the filling of these positions.

SERVICE CREW DESIGNATE 1

Further to discussions between the Company and the Union, the parties agree that the purpose of a service crew is to identify support equipment operators who will be provided training for the service crew. In order to complete work in an efficient and productive manner, employees should average approximately 25% of their regular scheduled hours in this position on the service crew. This training will be provided when so scheduled.

The qualifications required for the service crew include support equipment classification, qualification on scraper, sand/plow/hiab/dump trucks, and a class 3 license with air (and must upgrade to a class 1 within 6 months). Designated support equipment operators will be eligible for assistance for air tickets in order to obtain their class 3 license as well as license fees and medical fees for both class 3 and class 1 licenses. The Company will also provide ; for ndlin and

transportation of dangerous goods and rigging training. The utility hoe is part of the service crew and the Company will provide this training to employees while on the service crew if required.

As required by the Company, only employees who do not hold a trainee position are eligible to become a service crew designate. Notice of all designations shall be made known on all appropriate department notice boards and shall be posted for eight (8) calendar days. Copies of job postings will be sent to the Union. The designation will be determined by departmental seniority as follows:

- a) Firstly, the designation will be awarded in order of seniority on all crews to those employees who hold the support equipment classification.
- b) If the required designations are not accomplished by (a) above, it will be awarded in order of seniority to operators in waiting for the support equipment classification on each crew in need of a designate.
- c) If the required designations are not accomplished by (b) above, it will be awarded in order of seniority to any qualified employee within the pit operations department.

When an employee is awarded a service crew designation, he/she will not be eligible for a job posting or trainee vacancy for one year. It is understood that if an employee has held a designation for more than one year and is successful on a job posting or a trainee position posting, he/she must relinquish his/her designation.

PROCEDURES FOR FILLING SERVICE CREW SUPPORT EQUIPMENT VACANCIES:

As vacancies arise, positions on the service crew will be filled as follows:

- a) First, the position will be offered to the senior qualified service crew designate in the pit operations department. If the vacancy is not filled on an offer

basis, the junior qualified designee will be assigned to fill the position.

- b) If the position is not filled by (a) above, it will be posted and the senior support equipment operator who meets the qualifications required for the service crew will be awarded the posting. If the position is still vacant, the senior qualified operator in waiting for support equipment will then be given preference.
- c) If a position is not filled through (a) and (b), the position will be posted in accordance with article 11.07 (d) of the collective agreement.

Once an employee is given the service crew position he/she is not eligible for another posting or training outside the service crew for one year.

C.E.P. LOCAL 443	BULLMOOSE OPERATING CORPORATION
<u>Stuart Cleland</u>	<u>Allen Karasiuk</u>
<u>Larry Losier</u>	<u>Adam Bonham-Carter</u>

December 10, 1997
DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

WORK EXPERIENCE STUDENTS

The Company and the Union agree that job training and job experience programs arranged by educational institutions are a part of our educational system.

The following criteria will apply to all work experience students placed in bargaining unit areas addressed in Article 1.02(a) of the collective agreement:

- a) A placement of a work experience student is designed to introduce high school students to specific work experiences and skills by placing them in a working environment for a prescribed period of time. This is intended to show the student the demands of the workplace, jobs and skills he or she will face when entering the workforce.
- b) The duration of each placement of a work experience student shall not exceed the number of hours required to complete the particular educational program requirements applicable to that student, unless otherwise agreed with the Union.
- c) In the case of work experience students, the Company agrees that the employment of the students shall in no way affect the job security of any other employee nor the Company's hiring practice with regard to employees full or part-time.
- d) It is understood that work experience students shall not be remunerated for the services performed pursuant to this agreement.

- e) The Company will be responsible to ensure the student receives the required training and supervision.
- f) Upon the start of a placement, the student will be provided with an orientation by a Union representative.
- g) The Company and the Union agree that this Letter of Understanding may be terminated at any time.

C.E.P. LOCAL 443

BULLMOOSE OPERATING CORPORATION

Stuart Cleland

Alien Karasiuk

Larry Losier

Mark Bernadet

January 26, 1998

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

**RE: APPLICATION OF ARTICLE 20.07(C) -
EVACUATION OF PIT OPERATIONS EMPLOYEES
DURING BLASTING OPERATIONS**

Further to our discussions during negotiations, this letter will confirm our understanding in regard to pit operations employees who must be transported from their piece of equipment to a location outside the blast circle. In these circumstances it is understood that traveling time to and from their equipment will not be included in the break time specified in article 20.07(c) of the collective agreement.

C.E.P. LOCAL 443

Stuart Cleland

Larry Losier

January 27, 1998

DATE

**BULLMOOSE OPERATING
CORPORATION**

Allen Karasiuk

Adam Bonham-Carter

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

PERMANENT LAYOFF- HAULAGE TRUCK TRAINING

During collective bargaining negotiations in 1998, the parties agreed to a change in the collective agreement whereby employees reduced from their classification, may elect to bump into a haulage truck driver position without previous experience. The Company will train employees in this circumstance.

During these discussions, the Company expressed its concern regarding a situation where if a reduction was sufficiently large to result in an unusually large number of inexperienced haulage truck operators, such as would occur close to mine closure, it would affect the operation's ability to run safely and efficiently.

Recognizing this concern, the parties agree that where this situation arises, they will meet to develop a plan to ensure haulage truck drivers will have the skills required to perform the work safely and efficiently.

C.E.P. LOCAL 443	BULLMOOSE OPERATING CORPORATION
<u>Stuart Cleland</u>	<u>Allen Karasiuk</u>
<u>Larry Losier</u>	<u>Adam Bonham-Carter</u>

January 28, 1998
DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

VOLUNTARY LAYOFF

Further to discussions at negotiations, both parties recognize the potential merits of voluntary layoffs and the benefits which may be derived for certain employees from such a provision, while at the same time ensuring the needs of the operation are met.

Therefore, when reductions to the workforce are required, the parties agree to meet and discuss the possibility of utilizing voluntary layoffs in keeping with the intention of carrying out any such reductions in the most effective manner.

C.E.P. LOCAL 443

**BULLMOOSE OPERATING
CORPORATION**

Stuart Cleland

Allen Karasiuk

Larry Losier

Mark Bernadet

January 28, 1998

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

MANNING OF STAT HOLIDAYS

As soon as is practicable after ratification of the collective agreement, the Joint Union/Management Committee will do a review of the present methods for determining which employees are eligible to work on statutory holidays in the various departments.

If it is determined a method or methods are unacceptable, the parties shall mutually agree on an alternative method.

C.E.P. LOCAL 443

**BULLMOOSE OPERATING
CORPORATION**

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Larry Losier

Mark Bernadet

January 29, 1998

DATE

**LETTER OF UNDERSTANDING
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BULLMOOSE OPERATING CORPORATION
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AND
COMMUNICATIONS, ENERGY AND
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(the Union)**

INDUSTRIAL ADJUSTMENT COMMITTEE

During negotiations, it was recognized that there may be a need for an Industrial Adjustment Committee to help employees affected by a layoff with the transition from employment at Bullmoose to other work or to retirement.

It is agreed that the Joint Union/Management Committee shall discuss the need for such a service based on the circumstances surrounding the layoff as well as the number and types of employees affected.

Where it is determined that an Industrial Adjustment Committee is appropriate, it shall be formed in conjunction with any government funded industrial adjustment services.

C.E.P. LOCAL 443

**BULLMOOSE OPERATING
CORPORATION**

Stuart Cleland

Allen Karasiuk

Larry Losier

Mark Bernadet

April 15, 1998

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

NON-PRODUCTION LOADER

Further to discussions, this letter will confirm our understanding with regards to an employee qualified as a non-production loader operator.

Non-production loader operation is defined as loading the following materials at the following locations:

- Metpad - Grizzly oversize
- Breaker rejects
- Coal rehandle
- Plant refuse

- Plant - Plant refuse

An employee operating in the capacity of non-production loader operator and loading haul trucks will be paid thirty cents (\$0.30) for each hour operating in this capacity.

Prior to operating in this capacity, the company will provide the required instruction to ensure the needed qualifications are met. This includes qualification on loader and instruction loading trucks in a non-production capacity.

It is agreed that senior (department) support equipment operators and trainees on shift will be provided preference for instruction.

In the case of a reduction in classification (11.16 (b) and 11.20 (a)), it is agreed that the qualifications related to

loading haul trucks in a non-production capacity will not be used as a factor to determine whether or not an employee is qualified to hold a position.

C.E.P. LOCAL 443

BULLMOOSE OPERATING CORPORATION

Stuart Cleland

Allen Karasiuk

Larry Losier

Adam Bonham-Carter

April 17, 1998
DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

BENEFITS COVERAGE PRIOR TO QUITTING

During negotiations, the parties discussed the issue of benefit coverage in the event an employee gives notice for quitting his employment with Bullmoose and then requests to use some form of entitlement for time off during this notice period.

It is understood that in this instance an employee is entitled to use time off, subject to the operational requirements at the time. However, during this time period, the employee will only be eligible for benefits if he returns to work at the end of this approved time off. That is, if an employee does not return to work, but instead decides to effectively terminate his employment at the end of this notice period, he will not be eligible for any benefits during this time that he was absent and his entitlement to any benefits will cease on the last day worked.

C.E.P. LOCAL 443	BULLMOOSE OPERATING CORPORATION
<u>Stuart Cleland</u>	<u>Allen Karasiuk</u>
<u>Larry Losier</u>	<u>Mark Bernadet</u>

April 17, 1998
DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

ADES POSTING PROCEDURES

1. The parties recognize the desire of tradesmen to change work areas and exercise shift preferences from time to time and agree that the trades posting system will serve this means.

It is the intention of the company to maintain a nucleus of experienced, qualified tradesmen in each work area to ensure the minimum requirements of the operation are met, while at the same time providing opportunities for tradesmen to expand their level of skills and experience. Therefore, for the purposes of filling permanent job vacancies in a work area, trades posting request lists will be established *for* trades within each work area.

The work areas are defined as:

- a) Coal Plant Mechanical Maintenance (plant welder, millwright)
- b) Electrical
- c) Pit Maintenance (heavy duty mechanic, welder)
- d) Heavy Equipment Shop (heavy duty mechanic, welder)
- e) Weld Shop (welder, machinist)
- f) Medium Duty Shop (heavy duty mechanic)
- g) Light Vehicle Shop (auto mechanic)

h) Rebuild Shop (heavy duty mechanic, millwright, gas fitter, building maintenance)

i) Warehouse (including pit warehouse)

Tradesmen requesting to post to a different work area and/or shift must indicate these preferences on the required form and submit the form to the Employee Relations Department.

2. When filling a vacancy, the senior tradesman will be awarded the position first, according to preferences submitted, provided he is qualified to the standards set by the department for the position. Failing that, the junior qualified employee from the same work area or another work area will be assigned the vacant position. All vacancies will be awarded on the basis of forms received at the time the vacancy occurs. In cases where the vacancy pertains to maintaining a nucleus of experienced, qualified tradesmen, prior to assigning an employee to fill the vacancy the company will post the position in accordance with article 11.07.
3. The company will transfer affected employees within four (4) cycles of the date of the award. This time period may be extended by mutual agreement between the company and the union.
4. (a) Temporary shift vacancies of more than 4 weeks in a work area will be awarded to the senior tradesman, according to their preferences submitted, or assigned to the junior tradesman on that crew.
(b) Temporary work area vacancies of more than 4 weeks that must be filled from outside that work area will be awarded to the senior tradesman, according to preferences submitted, or assigned the junior tradesman from another work area.
5. If in the opinion of the company, the junior tradesman or a tradesman transferring from another work area needs training time prior to being assigned to a shift schedule, he may be assigned to an alternate schedule for training purposes. In the interim, the next junior

tradesman in the work area and on that crew will be assigned to the vacant position.

6. Except for warehouse apprentices, other apprentices are not eligible for this procedure during their apprenticeship. Apprentices will be assigned to shift schedules and work areas in accordance with their apprenticeship training requirements. Upon attainment of journeyman status, the company will declare a vacancy which will be filled using this procedure.
7. Vacancies in the rebuild shop will be posted for eight (8) days in accordance with article 11.07 prior to being filled. The required level of qualifications will be stated on the posting.
8. The shift rover positions will be awarded to the senior tradesman, according to their preferences submitted, or assigned to the junior tradesman in that work area.
9. If a tradesman is not meeting the requirements of a position, the company reserves the right to place the employee on another shift schedule and/or work area. The company will consult with the union before transferring any employee.
10. If an employee voluntarily transfers to a new shift schedule or work area, they will not be eligible to transfer again for a period of 4 months. This period of time will not apply to any employee assigned to a new schedule or work area.
11. An employee shall have the right to refuse the awarded position.
12. When a senior employee is not awarded a posting because of a lack of "experienced nucleus" in the area, the company shall notify the employee in writing as to the reasons he was not accepted within one week of the job being awarded. A copy of the letter shall be forwarded to the union.
13. Temporary tradesmen are not eligible for this procedure.

14. The company retains its right to change or amend work areas and/or shift schedules.
15. For the purposes of the Trades Posting Procedures, seniority provisions will be determined on the basis of maintenance department seniority.

C.E.P. LOCAL 443	BULLMOOSE OPERATING CORPORATION
Stuart Cleland	Allen Karasiuk
Larry Losier	Mark Bernadet

April 17, 1998
DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

**TRAINING EMPLOYEES IN THE LUBEMAN AND
TIREMAN CLASSIFICATIONS**

Further to our discussions during negotiations, this letter confirms our understanding in regard to those employees in the classifications of Lubeman and Tireman who elected not to take training during the term of the first collective agreement.

It is understood that the company will provide an opportunity for four (4) employees, out of the group identified above, to become qualified as Maintenance Servicemen by March 31, 1999. This opportunity for training will be offered by department seniority.

It is also agreed that under present operational requirements lubemen or tiremen that elect training as servicemen will maintain their current work assignment as home base, taking into account training requirements and the need to keep new skills current. The home base work assignment will not change for the sole reason of these employees becoming qualified as servicemen. If it becomes necessary for these employees to work in the pit area, they will receive the required training.

The employees who are offered this opportunity and elect not to take the training at the time of implementation of this collective agreement, will not be eligible for training as related to this letter and will remain in their existing clas-

sification. Any future training will be according to the needs of the operation.

In the case of a reduction, the number of positions within the classifications of Maintenance Servicemen, Lubemen, and Tiremen will be specified and reductions will be done in accordance with the seniority of the employees within the affected classification.

C.E.P. LOCAL 443

BULLMOOSE OPERATING CORPORATION

Stuart Cleland

Alien Karasiuk

Larry Losier

Mark Bernadet

April 17, 1998

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

E) WARRANTY

The parties agree that where the Company purchases an extended warranty package on mobile equipment, this warranty work shall be considered as work "contracted out" for the purposes of articles 6.01, 6.02, and 6.03.

Further, the P.C.R. program presently in effect is not considered extended warranty. Removal and installation of P.C.R. components is considered work normally performed by the bargaining unit as per past practice.

C.E.P. LOCAL 443

Stuart Cleland

Larry Losier

**BULLMOOSE OPERATING
CORPORATION**

Allen Karasiuk

Mark Bernadet

April 17, 1998

DATE

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

BUY-BACK OF OYEEES HOMES

It is understood that the Company will continue to provide the guarantee to buy-back the property as per the terms and conditions of the buy-back agreements.

C.E.P. LOCAL 443	BULLMOOSE OPERATING CORPORATION
Stuart Cleland	John McManus
Larry Losier	Allen Karasiuk

**LETTER OF UNDERSTANDING
BETWEEN
BULLMOOSE OPERATING CORPORATION
(the Company)
AND
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 443
(the Union)**

PERMANENT LAYOFFS

A permanent layoff is defined as a layoff where, in the opinion of the Company, it is not expected that the circumstances causing the layoff will change sufficiently during the employee's recall period (as defined in article 9.07 (a) iii) to allow for the possibility of recall of the employee and should therefore lead to termination.

For permanent layoffs of forty-nine (49) employees or less within any 2 month period, the Company will give:

- a) One (1) weeks notice in writing to the employee if his active service is one (1) completed year but less than three(3) completed years.
- b) Four (4) weeks notice in writing to the employee if his active service is three (3) complete years but less than five (5) completed years.
- c) Six (6) weeks notice in writing to the employee if his active service is five (5) or more completed years.

For permanent layoffs of fifty(50) or more employees in any two(2) month period, only the provisions of the Employment Standards Act will be followed.

Active service is defined as being equal to the number of days of Company seniority less periods of layoff over sixteen(16) calendar days. One(1) year equals 365 days.

Where the Company does not provide written notice as specified above any employee so affected will receive pay in lieu of notice for the portion of the regular shifts not covered by the notice given.

The notice provisions outlined above are to be provided in addition to the notice requirements of article 11.17.

C.E.P. LOCAL 443

**BULLMOOSE OPERATING
CORPORATION**

Stuart Cleland

John McManus

Larry Losier

Allen Karasiuk

October 17, 1997

Stuart Cleland, President
CEP Local 443
Box 1600
Tumbler Ridge, B.C.
V0C 2W0

Dear Stuart,

This letter is to confirm the Company's intentions with regards to our discussions during negotiations regarding the Bullmoose Anti-Harassment Policy. **As** discussed, the Company will not unilaterally make any changes to this policy.

Sincerely,

BULLMOOSE OPERATING CORPORATION

Allen Karasiuk
Employee Relations Superintendent

November 3, 1997

Stuart Cleland
President, CEP Local 443
Box 1600
Tumbler Ridge, BC
V0C 2W0

Dear Stuart,

Further to discussions during negotiations regarding the issue of alternate shop stewards and safety representatives, the Company recognizes the Union's concern with regard to the lack of this Union representation on night shift in the truck shop. Therefore, the Company will recognize an additional alternate shop steward and/or safety representative appointed by the Union for these shifts that do not already have alternate(s) appointed in accordance with Article 3 of the collective agreement.

I trust this will resolve this issue.

Sincerely,

Allen Karasiuk
Employee Relations Superintendent

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EMPLOYEES' RIGHT TO REFUSE WORK

Unsafe Work

1.10.1 A person shall not carry out any work or operate any equipment, tool, or appliance if he has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

1.10.2 A supervisor shall not knowingly perform or permit a worker to perform work which is, or could create, an undue hazard to the health or safety of any person.

Right to Refuse

1.10.3 A person who refuses to carry out any work or operate any equipment, tool, or appliance, in compliance with section 1.10.1, shall forthwith report the circumstances to his supervisor.

Supervisor Investigates

1.10.4 The supervisor receiving a report under section 1.10.3 shall forthwith investigate the matter and ensure that any hazardous condition is remedied without delay; or if, in his opinion the report is not valid, he shall inform the person who made the report.

Investigation

1.10.5 If the procedure provided for in section 1.10.4 fails to resolve the issue and the person continues to refuse to carry out the work, the supervisor or other management representative shall forthwith make an investigation in the presence of the person who made the report, together with another person having knowledge of the work in question and who is

(1) worker representative or designate of the OHSC if available, or

(2) designated by the local union to represent the person refusing to carry out the work, or

(3) a co-worker selected by the person refusing to carry out the work.

Use of Alternate Worker

1.10.6 If the person still refuses to carry out the work after his supervisor and the other person have investigated the issue in accordance with section 1.10.5, and are both of the opinion that no undue hazard exists and that

(1) the refusal is considered to be justifiable for reasons peculiar to that particular person and,

(2) there is no justification for an alternate person to refuse to carry out the work in question then, the supervisor, after informing the alternate person of the reason for the refusal, may have him perform the work.

Manager Investigates

1.10.7 If the procedures in sections 1.10.4, 1.10.5 and 1.10.6 fail to resolve the issue, the manager shall

(1) conduct an investigation and either develop a plan that is acceptable to the persons who will do the work and which will allow the work to proceed safely, or suspend further work and,

(2) if the work is suspended or is allowed to proceed, submit a report to the district inspector describing the situation and any remedial action taken.

1999 SHIFT SCHEDULE

July to December

JULY 1999		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A	D1	D2	N1	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
AUGUST																																
SEPTEMBER																																
OCTOBER																																
NOVEMBER																																
DECEMBER																																

2000 SHIFT SCHEDULE

January to June

Month	Day	Shift	Code
FEBRUARY			
1	2	3	D1
4	5	6	D2
7	8	9	N1
10	11	12	N2
13	14	15	D1
16	17	18	D2
19	20	21	N1
22	23	24	N2
25	26	27	D1
28	29	30	D2
31			
MARCH			
1	2	3	D1
4	5	6	D2
7	8	9	N1
10	11	12	N2
13	14	15	D1
16	17	18	D2
19	20	21	N1
22	23	24	N2
25	26	27	D1
28	29	30	D2
31			
APRIL			
1	2	3	D1
4	5	6	D2
7	8	9	N1
10	11	12	N2
13	14	15	D1
16	17	18	D2
19	20	21	N1
22	23	24	N2
25	26	27	D1
28	29	30	D2
31			
MAY			
1	2	3	D1
4	5	6	D2
7	8	9	N1
10	11	12	N2
13	14	15	D1
16	17	18	D2
19	20	21	N1
22	23	24	N2
25	26	27	D1
28	29	30	D2
31			
JUNE			
1	2	3	D1
4	5	6	D2
7	8	9	N1
10	11	12	N2
13	14	15	D1
16	17	18	D2
19	20	21	N1
22	23	24	N2
25	26	27	D1
28	29	30	D2
31			

Group Benefit Plan



TECK GROUP OF COMPANIES

Division 012

Hourly Employees of Bullmoose Operating Corporation

January 1996

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EF - 1 1998

Summary of Benefits

This summary must be read together with the benefits described in this booklet.

Employee Basic Life Insurance

Permanent hourly employees

200% of annual base earnings to a maximum benefit of \$200,000, reducing to 100% at age 65 if you continue employment

Optional Life Insurance

Available in \$10,000 units to a maximum of \$250,000, for you or your spouse, subject to approval of evidence of insurability by Great-West Life

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)

An amount equal to your Basic Life Insurance. This coverage terminates when you retire

Weekly Indemnity Benefits

Waiting periods

injury

Illness

No waiting period

Three consecutive days or until hospitalized or undergoing day surgery, if earlier

If you are hospitalized prior to the last day of the waiting period for illness, have a prescheduled surgical procedure on an out-patient or day care surgery basis, benefits will begin on the day you are hospitalized

	If you become disabled during a temporary mine closure not due to a strike and your disability continues beyond the mine re-opening date, you may be entitled to income benefits after the waiting period ends or the mine re-opening date, whichever is later
Maximum benefit period	52 weeks
Amount	60% of weekly earnings (basic rate X 40 hours) to a maximum benefit of \$500 per week

Effective January , 1996:
\$525

Effective January , 1997:
\$550

Long Term Disability Benefits

Waiting period	52 weeks
Amount	40% of your basic monthly earnings (basic rate X 173 hours) to a maximum benefit of \$1,300 per month

Visioncare Benefits

Reimbursement Level	100%
Maximums	
Eyeglasses or Contact Lenses	\$125 every 24 months
Contact Lenses for Special Conditions	\$375 lifetime

Healthcare Benefits

Individual Deductible	\$25 each calendar year
Family Deductible	\$25 each calendar year
Reimbursement Level	100%
Plan Maximums	
Hospital	Private room
Nursing	Unlimited
Paramedical Practitioners: chiropractor, osteopath, naturopath podiatrist or masseur	\$20 each visit 20 visits each calendar year \$100 for x-rays each calendar year
Psychologist	Expenses Included
Speech Therapist	Expenses Included
Hearing Aids	\$350 every 24 months
Orthopedic Supplies	Unlimited
Diabetic Equipment	Expenses Included
Lifetime Maximum (per covered person)	\$100,000
Reinstatement Amount	\$10,000

The maximum Healthcare Benefit for each covered person is \$100,000. If some or all of this maximum is used up, it will be increased by up to \$10,000 (reinstatement amount) each January. If this does not bring your maximum up to the full amount, you may have it brought up to the full amount by providing "evidence of good health" to Great-West Life.

Dentalcare Benefits

Payment Basis	The dental fee guide in effect on the date the expense is incurred in the province where the treatment is rendered
Reimbursement Levels	
Routine Treatment	100%
Major Treatment	100%
Orthodontic Treatment	50%
Plan Maximums	
Routine/Major Treatment	\$2,000 per covered person each year
Orthodontic Treatment (per child under age 19)	\$2,000 lifetime

Coverage for Retired Employees

Basic Group Life Insurance

When you retire and are eligible to receive retirement benefits from the Teck Salaried Pension Plan, and were actively employed by one of the Teck Group of Companies immediately prior to your retirement date, then:

- (a) if you have less than 10 continuous years of credited pensionable service on your retirement date, your Basic Group Life Insurance will continue for 12 months or, if earlier, to age 70.
- (b) if you have at least 10 continuous years of credited pensionable service on your retirement date, your Basic Group Life Insurance will continue for five years or, if earlier, to age 70.

The amount of Basic Group Life Insurance on your life will be equal to 50% of the amount of Basic Group Life Insurance in force on the day immediately prior to your retirement date if you are under age 65, or the amount in force on your retirement date, if you are age 65 or older.

Hospital, Visioncare, Healthcare and Dentalcare Benefits

When you retire and are eligible to receive retirement benefits from the Teck Salaried Pension Plans, were actively employed by one of the Teck Group of Companies immediately prior to your retirement date, and so long as you are a resident of Canada, then:

- (a) if you have less than 10 continuous years of credited pensionable service on your retirement date, your Hospital, Visioncare, Healthcare and Dentalcare benefits, for you and your eligible dependent(s), will continue for a period of 12 months, commencing on the date of your retirement.
- (b) if you have at least 10 continuous years of credited pensionable service on your retirement date, your Hospital, Visioncare, Healthcare and Dentalcare benefits will continue during **your** lifetime, and the lifetime of your surviving eligible dependent(s).

Hospital, Visioncare, Healthcare and Dentalcare will not be provided during any retirement period in which you are employed with another employer on a full-time basis.

The extension of Hospital, Visioncare, Healthcare and Dentalcare benefits on retirement only applies to eligible expenses incurred in Canada.

Upon the attainment of age 65 or retirement, if earlier, the aggregate lifetime maximum for Hospital, Visioncare and Healthcare benefits per covered individual will reduce to \$10,000.

If some or all of this maximum is used up, it will be increased by up to \$1,000 (reinstatement amount) each January.

LIABILITY FOR BENEFITS

Your employer has entered into an agreement with the Great-West Life Assurance Company whereby your employer will have full liability for Hospital, Visioncare, Healthcare and Dentalcare benefits outlined in this booklet. This means your employer has agreed to fund these benefits, and they are, therefore, uninsured. All claims will, however, be processed by the Great-West Life Assurance Company.

Benefit Details

This booklet describes the principal features of the group benefit plan arranged by your employer, but Group Policy Nos. **44206** and **44222** and Plan Document No. **51030** are the governing documents. If there are variations between the information in the booklet and the provisions of the policies and plan document, the policies and plan document will prevail. Contact your employer if you require any additional information.

COMMENCEMENT AND TERMINATION OF COVERAGE

With the exception of Dentalcare benefits, you are eligible to participate in the plan on the date your employment begins.

- You and your eligible dependents will be covered as soon as you become eligible.
- Dentalcare benefits for you and your eligible dependents start on the first day of the third month following your date of employment.
- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

- Temporary employees and students may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the plan terminates, whichever is earliest.

- Your dependents' coverage terminates when your coverage terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

DEFINITION OF DEPENDENT

Dependent means:

- Your insurable spouse

A spouse is insurable if he/she is your legal spouse, common-law spouse, or former spouse.

You can only insure one spouse at a time. You must insure the same person for all spouse benefits provided under the benefits program.

Where you have more than one insurable spouse, Great-West Life will consider your insured spouse to be the one for whom you first submit a claim for any benefit provided under the employer's benefit program.

A legal spouse means the person lawfully married to you according to applicable provincial legislation.

A common-law spouse means a person who is living with you in a common-law relationship. A common-law relationship is considered to exist where two persons of the opposite sex have lived together as husband and wife for at least 6 months.

A former spouse means a divorced or ex-common-law spouse for whom insurance protection for some of the benefits available under the benefits program is mandated by court order.

You can change from one insured spouse to another by submitting a claim for a different spouse for any benefit provided under the benefits program. The change will take effect on the later of:

- (1) the date of the eligible expense claimed for the new spouse, and
- (2) the day after the date of the last eligible expense claimed for the previous spouse.

A change from a common-law spouse to a legal spouse is valid only when the legal spouse is living with you.

A change from a former spouse to a legal or common-law spouse is not allowed unless the court order under which the former spouse qualified for coverage has expired.

- Your eligible children

Children are eligible if they are

- your or your covered spouse's unmarried natural, adopted, or step child, or
- an unmarried child you or your covered spouse have been appointed guardian for all purposes by a court of competent jurisdiction.

Children under age 19 must not be working more than 30 hours a week, unless they are full-time students.

Children age 19 or over must either be:

- (1) full-time students under age 25, or
- (2) incapacitated for a continuous period beginning before age 19 **or** while a full-time student and before age 25.

Unmarried children of your spouse are considered dependents only if

- they are also your children, or
- your spouse is living with you and has custody of the children.

Children for whom you or your covered spouse have been appointed guardian are not eligible unless:

- (1) Great-West Life has received satisfactory proof of guardianship, and
- (2) if your covered spouse is the guardian, your spouse is living with you.

Children are considered full-time students if they have been in registered attendance at an elementary school, high school, university, or similar educational institution for 15 hours a week or more sometime in the **last 6** months. Children are **not** considered full-time students if they are being paid to attend an educational institution.

Children are considered incapacitated if they are incapable of supporting themselves due to a physical or mental disorder.

EMPLOYEE BASIC LIFE INSURANCE

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, while insured, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary. (Check the Summary of Benefits section at the front of the booklet for the Amount of Insurance).

- If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your life insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. Great-West Life will determine your qualification for waiver of premium benefits. If you believe you may be eligible, contact your employer for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.

If you are not approved for waiver of premium your life insurance will be continued on a premium paying basis until the earlier of the following:

- (1) the date your insurance is terminated by your employer, or
 - (2) the date your insurance would normally terminate, or
 - (3) the date which is 12 months from the date you last worked, if you have less than 1 year of service, or the date which is 24 months from the date you last worked, if you have 1 or more years of service.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

OPTIONAL LIFE INSURANCE

Optional Life Insurance allows you to choose additional coverage for yourself and your spouse. Check the **Summary of Benefits** for the amount of Optional Life Insurance available. When you apply for Optional Life Insurance, you must provide proof of your insurability, and your application must be approved by Great-West Life. If you or your spouse die within two years after applying for Optional Life Insurance, Great-West Life has the right to verify any medical information you or your spouse has provided. If any inconsistencies are discovered, the claim may be denied and any premiums paid will be refunded.

You may name a beneficiary for your optional life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, while insured, Great-West Life will pay your life insurance to your beneficiary. If your spouse dies while insured, you will be paid the amount for which he or she was insured. Your employer will explain the claim requirements.

- If you are approved for waiver of premium on your basic life insurance, any optional life insurance for yourself or your **spouse will** also continue without premium payment as long as your basic life insurance continues but not beyond the date your optional insurance would otherwise terminate.
- If your or your spouse's optional life insurance terminates, you or your spouse may be eligible to apply for an individual conversion policy without providing proof of insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.
- Your optional life insurance terminates when you reach age 65 or retire, if earlier. Your spouse's coverage terminates at the same time, or when he or she reaches age 65 or **is** no longer your spouse, whichever comes first.

Limitation

No benefit is paid for a suicide within the first two years of initial or increased optional life coverage. In such a situation, Great-West Life refunds the premiums that have been received.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE

If you suffer one of the losses listed below as the result of an accident which occurs while you are insured, Great-West Life will pay up to the Principal Sum. The **loss** must occur no later than 365 days after the accident. For **loss** of use, the **loss** must be continuous for 365 days. (Check the Summary of Benefits section at the front of the booklet for the Amount of Insurance).

Loss	Amount Payable
Life	Principal Sum
Both hands or both feet	Principal Sum
Sight of both eyes	Principal Sum
One hand and one foot	Principal Sum
One hand and sight of one eye	Principal Sum
One foot and sight of one eye	Principal Sum
Speech and Hearing in both ears	Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum
Speech	1/2 Principal Sum
Hearing in both ears	1/2 Principal Sum
Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum

Loss of Use

Both legs or both arms or both hands	Principal Sum
One leg or one arm	3/4 Principal Sum
One hand	1/2 Principal Sum

“Loss” means complete **loss** by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

“**Loss** of use” means total **loss** of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

Limitations

The Principal Sum is the maximum amount that will be paid for all injuries resulting from the same accident.

No benefits are paid for injury or death resulting from:

- Intentionally self-inflicted injury or suicide
- Viral or bacterial infections, any form of illness, disease or physical or mental infirmity, or medical or surgical treatment
- War, insurrection or participation in a riot
- Service in the armed forces of any country
- Air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft

How to Make a Claim

- To claim benefits for yourself, ask your employer for a claim form. Complete it and return it to your employer.
- If you die accidentally while insured, your employer will explain the claim requirements to your beneficiary.
- Claims should be submitted as soon as possible, but no later than 15 months after the **loss**.

WEEKLY INDEMNITY BENEFITS

If you are disabled and miss work due to illness or injury, the plan will provide you with a weekly income. Benefits begin after the waiting period is over, and continue until you are no longer disabled or the maximum benefit period has been reached, whichever is earlier. (Check the **Summary of Benefits** for the benefit amount, waiting period and maximum benefit period.)

- To receive disability benefits your disability must prevent you from performing a substantial portion of the duties you regularly performed and you must be under the continuous personal care of a physician.
- If you have not seen a physician on or before the end of the waiting period, benefits will not start until after your first visit to the physician.
- A disability is considered a recurrence if it arises from the same disease or injury and starts before you have completed 2 weeks of continuous full-time work.

Your disability benefits will be reduced by any amounts payable under an Automobile Insurance Plan where permitted by law.

No benefits are paid for:

- Any period for which you do not participate or cooperate in a reasonable and customary treatment program
Depending on the severity of the condition, the plan may require you to be under the care of a specialist
If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program
- Disability related to any employment other than with this employer
- Any period you are eligible for benefits under any Workers' Compensation Act or similar law
- Any period of employment
- Disability due to or associated with cosmetic treatment, any period of prison confinement, war, insurrection or voluntary participation in a riot
- The scheduled duration of a temporary lay-off unless you become disabled
 - before notice of lay-off is given, or
 - more than 2 months before the lay-off is scheduled to start, whether or not notice of lay-off **has** been given

- The scheduled duration of a leave of absence

If you are an Alberta resident, this does not apply for any portion of a period of maternity leave during which you are disabled due to pregnancy

How to Make a Claim

Obtain claim form M163 from your employer. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your employer as soon as possible, but no later than 3 months after the end of the waiting period.

LONG TERM DISABILITY (LTD) INCOME BENEFITS

The plan provides you with regular income to replace income **lost** because of a lengthy disability due to illness or injury. Benefits begin after the waiting period is over, and continue until you are no longer disabled **as defined by the policy** or you reach age 65, whichever is earlier. (Check the **Summary of Benefits** for the benefit amount and waiting period.)

- If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than 2 weeks and the disabilities arise from the same disease or injury. If your employer provides short term disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended to the date the short term disability or sick leave benefits end, but **no** longer than one year after your disability starts.
- After the waiting period, successive disabilities are considered to be in the same disability period if they arise from the same disease or injury and the later disability starts within 6 months after the previous disability ends.
- LTD benefits are payable for the first 24 months following the waiting period if injury or disease prevents you from doing your own job. You are **not** considered disabled if you can perform a combination of duties that normally take at least 60% of your time at work to complete or if you can be gainfully employed in another job with your employer, if available.

- After 24 months, LTD benefits will continue only if your disability prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least 50% of your indexed monthly earnings before disability.
- Because your employer contributes to the cost of LTD coverage, benefit payments are taxable.
- Your LTD insurance terminates when you reach age 65.

Other Income

Your monthly LTD benefit is reduced by other income to which you are entitled during disability. Your LTD benefit is first reduced by:

- disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan
- benefits under any Workers' Compensation Act or similar law
- employer sponsored sick leave benefits

Your LTD benefit is then reduced to the extent that it, together with the other income listed below, exceeds 85% of your indexed monthly earnings before disability.

- benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan that are paid directly to you
- **loss** of income benefits available through legislation which you and any other members of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law
- disability benefits under a plan of insurance available through membership in an association
- employment income, disability benefits, employer sponsored sick leave benefits or retirement benefits related to any employment except an approved rehabilitation plan or program

Rehabilitation Benefit

- If you are disabled, rehabilitation involves a training strategy or work related activity that is designed to help you return to gainful employment and a more productive lifestyle. Great-West Life will approve a program that facilitates your earliest possible return to work. Contact your employer for more information about this aspect of the plan.
- Earnings received from an approved rehabilitation plan or program are not used to reduce your monthly LTD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your indexed monthly earnings before disability.

Limitations

No benefits are paid for:

- Disability that begins before your insurance starts or after it ends
- Disability arising from a disease or injury for which you received medical care before your insurance started. This limitation does not apply if
 - you were employed before April 1, 1993 with this employer, or
 - your disability starts after you have been continuously insured for 1 year, or you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your insurance took effect.
- The scheduled duration of a temporary lay-off or leave of absence including maternity leave

If you are an Alberta resident, this does not apply for any portion of a period of maternity leave during which you are disabled due to pregnancy.
- Disability arising from war, insurrection, or voluntary participation in a riot
- Any period of prison confinement

- Any period in which you do not cooperate with an approved rehabilitation plan or program
- Any period in which you do not cooperate with a reasonable treatment program. Depending on the severity of the condition, the plan may require you to be under the care of a specialist. For substance abuse, treatment must include participation in a recognized substance abuse withdrawal program.
- Any 12-month period during which you do not live in Canada for at least 6 months

Conversion Privilege

If you change jobs, you may apply for an individual LTD policy without any medical tests. You must apply and pay the first premium no later than 31 days after you start your new job, and you must start your new job no later than 6 months after you leave your present one. See your employer for details.

How to Make a Claim

Obtain an Employee Claim Submission Guide (form M4307) from your employer and follow the guide's instructions. Return the completed form to your employer as soon as possible, but no later than 6 months after the end of the waiting period.

VISIONCARE BENEFITS

Benefits may be subject to plan maximums and frequency limits. (Check the **Summary of Benefits** for this information.)

The plan covers reasonable and customary charges for the following services and supplies, if they are not covered under your provincial government plan **and** provincial law allows the plan to cover them.

Covered Expenses

- Eyeglasses or contact lenses when required for an initial or changed lens prescription
Replacement of lost, stolen or broken eyeglasses or contact lenses are covered only if you have been continuously covered under the plan for at least 3 years, and you have not received benefits for the same items for at least 3 years.

- Contact lenses when the cornea is impaired so that visual acuity cannot be improved to at least the 20/40 level in the better eye with eyeglasses

Limitations

No benefits are paid for:

- Eye tests or examinations required by an employer, school or government for screening purposes
- Artificial eyes, non-prescription sunglasses or safety glasses

How to Make a Claim

Obtain form M1214D(VAN) from Great-West Life and have your ophthalmologist or optometrist complete it. Return the completed form to Great-West Life as soon as possible, but no later than 15 months after you incur the expense.

HEALTHCARE BENEFITS

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Summary of Benefits**. Benefits may be subject to plan maximums and frequency limits. (Check the **Summary of Benefits** for this information.)

The plan covers reasonable and customary charges for the following services and supplies, if they are not covered under your provincial government plan **and** provincial law permits the plan to cover them.

Covered Expenses

- Doctors' services outside your province of residence (See the Out-of-Province and Out-of-Country Expenses sections on Pages 23 and 24).
- Physiotherapy
- Out-of-hospital treatment of injury to natural teeth when completed within 12 months after an accident

- Diagnostic x-rays and lab tests
- Out-of-hospital services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse
- Private room and board in a hospital inside and outside Canada
- Confinement in an Intensive Care Unit
- Services and supplies received during a hospital confinement
- Out-patient treatment
- Private room and board in a convalescent hospital, (or semi-private room if the convalescent hospital is outside Canada), provided the confinement is primarily for rehabilitative or convalescent care and follows a 3-day confinement in hospital
- Emergency ambulance services, including rail, boat or scheduled airline to and from the nearest centre where adequate treatment is available
- Oxygen and anaesthesia and their administration
- Injectable drugs when administered by a physician and for which no reasonable non-injectable alternative is available
- Radio-active materials
- Blood products
- Vaccinations and immunizations
- Hotel or motel accommodation for an expectant mother who travels to Dawson Creek for the delivery of her child, provided a physician's written report is furnished to your employer in advance specifying the period of time the patient is expected to remain in Dawson Creek

- Rental or, at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Drugs and medicines which are prescribed by your doctor for the treatment of injury or illness and dispensed by a licensed pharmacist
- Treatment by a a chiropractor, osteopath, podiatrist or naturopath. If benefits are payable under your provincial government plan, no benefits are payable under this plan until the provincial plan has paid out its maximum benefit. (Check the Summary of Benefits for maximum claim per visit and the maximum number of visits during the calendar year for each practitioner).
- Out-of-hospital psychologist's treatment
- Out-of-hospital speech therapy
- Out-of-hospital services of a licensed masseur when prescribed by your doctor
- Hearing aids (excluding batteries and repairs) on the written prescription of a physician or from an audiologist on the recommendation of a physician, to a maximum of \$350 in any consecutive 24-month period
- Orthopedic supplies: arch supports, lifts, wedges, Dennis Browne splints and shoes purchased and used in the application of such splints
- For an insulin dependent diabetic only, blood glucose monitoring machines

Limitations

No benefits are paid for:

- Delivery, transportation and administration charges
- Services and supplies required for recreation or sports but which are not medically necessary for regular activities

- Chronic or custodial care
- Any single purchase of drugs which would not reasonably be used within 90 days
- Any drug or item which does not have a drug identification number as defined by Canadian legislation, and drugs that are registered under Division 10 of the Regulations of the Food and Drugs Act, Canada

Pharmacare Coverage

For B.C. residents, Healthcare covers the deductible (\$600 per family per calendar year) and co-insurance amount (30%) which each person is required to pay under the Provincial Pharmacare Plan. The 30% co-insurance amount is reimbursed in addition to the deductible amount of \$600.

For example:

If you and your eligible dependents incur covered expenses totalling \$725 in any calendar year, the plan will reimburse you as follows:

Great-West Life will pay 100% of all covered drug expenses up to the Pharmacare deductible of \$600 less the \$25 deductible = \$575

B.C. Pharmacare will pay 70% of all covered drug expenses in excess of \$600, in this case
 $\$725 - \$600 = \$125 @ 70\% = \87.50

Great-West Life would then pay the 30% that Pharmacare did not cover at the plan co-insurance of 100% in this case
 $\$125 - \$87.50 - \$25 @ 100\% = \12.50

At this stage, benefits have been paid by Great-West Life and B.C. Pharmacare combined in the amount of = \$675

As a result, you pay $\$725 - \$675 = \$50$

How to Make a Claim

- Obtain form M635D(VAN) from Great-West Life. Complete this form, making sure it shows all required information.
- Attach your receipts to the claim form and return it to Great-West Life as soon as possible, but no later than 15 months after you incur the expense.

Pregnancy

The Healthcare benefit pays for medical expenses related to pregnancy as it would for any other type of disability.

Out-of-Province Expenses

- If you and your dependents are temporarily out-of-province on business, vacation or for furthering education and Healthcare expenses arise as a result of an emergency or unexpected sudden illness, expenses will be covered as if benefits would have been payable had they been incurred in your home province.
- If you plan to have treatment out-of-province, you will only be recompensated if the required medical treatment is not readily available in your home province. You should obtain approval from your provincial medical plan before proceeding.

If the medical treatment is readily available elsewhere in Canada but you seek treatment outside Canada, no benefits will be paid.

Please Note:

- If you are a resident of B.C. or Alberta, and if due to your location you receive treatment or purchase supplies in the opposite province, the plan will cover those expenses.
- For B.C. residents, a prescription purchased in Alberta would not be accrued toward your British Columbia Pharmacare deductible.

Out-of-Country Expenses

- If you are temporarily out-of-country on business, or if your dependents are out-of-country for furthering their education, and expenses arise as a result of an emergency or unexpected sudden illness, Healthcare expenses are covered as if benefits would have been payable had they been incurred in your home province.
- If you plan to have treatment out-of-country, you will only be recompensated if the required treatment is not readily available in Canada. You should obtain approval from your provincial medical plan before preceeding.
- If you, your spouse or your other dependents are out-of-country on vacation, you should get your own coverage through your travel agent.

Before incurring any non-emergency expenses outside Canada, it is strongly suggested you submit a treatment plan so you know the amount payable before you incur the expense.

Continuation of Healthcare Benefits

If you are totally disabled when your Healthcare benefit terminates, and you have eligible expenses for that illness which would have been paid had your coverage continued, your benefit payments will continue until the earliest of the following:

- the date your disability ceases,
- the date which is 90 days after the plan terminates,
- the date on which you have received maximum benefits,
- the date on which you have received benefits for a period equal in length to the period for which you were covered,
- the end of the calendar year next following the calendar year in which your coverage terminates.

If your Healthcare coverage terminates due to termination of this Healthcare benefit, any benefits payable under this plan for accidental injuries to natural teeth will continue after termination as long as the accident occurred while the Healthcare benefits was still in force.

DENTALCARE BENEFITS

All eligible expenses will be reimbursed at the level shown in the **Summary of Benefits**. Benefits may be subject to plan maximums and frequency limits. (Check the **Summary of Benefits** for this information.)

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Summary of Benefits**.

Treatment Plan

- Before you begin any course of dental treatment, ask your dentist to complete a treatment plan. The benefits payable will be calculated for the proposed treatment, so you know in advance the portion of the cost you will have to pay. The calculation is valid for 90 days.

Routine Treatment

- Oral examinations
 - standard or recall limited to *twice* in any calendar year
 - specific oral examination
 - complete examination and diagnosis on permanent dentition limited to twice during the entire time you are covered (one per general practitioner and one per specialist)
- Consultation required by the attending dentist
- X-rays
 - bite-wing films limited to once in any 6-month period
 - panoramic films limited to once each calendar year
 - complete series limited to once in any 24-month period
- Soft and hard tissue biopsy and vitality tests
- Unmounted trimmed diagnostic models limited to one set in any 12-month period
- Prophylaxis (the cleaning and scaling of teeth) limited to twice in any calendar year

- Topical application of fluoride solutions limited to twice in any calendar year
- Pit and fissure adhesive sealants
- Space maintainers for missing primary teeth and habit-breaking appliances
- Dental surgery
- Amalgam, silicate, acrylic and composite fillings
- Stainless steel crowns
- Gold restorations (if treatment could not have been rendered at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice)
 - inlays and onlays, except replacement within 5 years, involving 1 or 2 surfaces
 - pins to retain casting, limited to 2 per tooth
 - gold foil repairs to an existing gold restoration
- Endodontic treatment
- Periodontal treatment
- Relines and rebases to existing dentures
- Repairs to existing fixed or removable prosthetic appliances, limited to 2 units of time (a time unit is 15 minutes)
- House calls, hospital calls only if work is not being performed, emergency visits, consultation with the physician or hospital staff, and office visits after regular office hours
- Emergency dental care rendered outside your home province anywhere in the world by a dentist qualified and licensed to practise but only if the treatment is necessary while you or your dependent is travelling or on vacation outside the province.
- Emergency palliative treatment
- General anaesthesia required in relation to dental surgery

Major Treatment

- Crowns (other than stainless steel)
- Inlays and onlays (other than gold), limited to 1 or 2 surfaces
- Prosthodontic appliances (fixed bridge restoration, removable partial or complete dentures), excluding precision attachments, stress breakers and temporary procedures, limited to once in any 5-year period
- Post cores, coping and telescopic crowns
- Repairs to crowns and bridges

Orthodontic Treatment

- Correction of malposed teeth for dependent children who are not more than 19 years old when treatment starts

Limitations

- Cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- Charges made by a dentist for broken appointments or for completion of claim forms required by the plan
- Dentures which have been lost, mislaid or stolen
- Treatment to or care of the teeth (e.g. dental surgery, periodontal surgery or treatment of accidental injury to natural teeth within 12 months after the accident) when the expense for such treatment will be covered under Healthcare
- Drugs

Continuation of Dentalcare Benefits

If the plan has commenced payment for orthodontic treatment and the coverage for the person receiving the treatment terminates, orthodontic benefits will be continued during the 12-month period immediately following termination of coverage.

If your Dentalcare terminates due to termination of this Dentalcare benefit, any benefits payable under this plan for accidental injuries to natural teeth will continue after termination as long as the accident occurred while the Dentalcare benefit was still in force.

How to Make a Claim

Obtain form M445D(VAN) from your employer. Have your dentist complete the form and return it to Great-West Life as soon as possible, but no later than 15 months after the dental treatment.

COORDINATION OF BENEFITS

- If you or a dependent is entitled to benefits for the same expenses under another group or government plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated **so** that the total benefits from all plans **will** not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:
 1. the plan of the parent with custody of the child;
 2. the plan of the spouse of the parent with custody of the child;
 3. the plan of the parent without custody of the child;
 4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.
- If any claims are eligible for reimbursement from any government or automobile insurance plan, claims should first be submitted to that plan. The balance of the claim may **be** submitted to this plan **as** described above.

GENERAL LIMITATIONS

Your health coverage does not cover services and supplies in the following situations:

- injury sustained while working for pay or profit other than with this employer
- illness for which you or your dependents are covered under Workers' Compensation or similar program
- services received in a government hospital unless you are required to pay for such services
- services to which the patient is entitled without charge, or for which there would be no charge if there were no insurance
- services or portion thereof provided under any government sponsored hospital or medical care program
- aesthetic surgery (cosmetic surgery for beautification purposes)
- services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits
- services received from a medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group
- service, including part-time or temporary service, in the armed forces of any country
- services required due to war (declared or undeclared), insurrection, or participation in a riot
- services required due to any intentional self-inflicted injury or disease, while sane or insane