

**COLLECTIVE AGREEMENT**

**TERM OF AGREEMENT: MAY 29, 2002 – DECEMBER 31, 2004**

**BETWEEN**

**QUINTETTE OPERATING CORPORATION**

**AND**

**UNITED STEELWORKERS OF AMERICA**

**LOCAL 9113**

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**COLLECTIVE AGREEMENT**

**Between:**

**Quintette Operating Corporation  
(Hereinafter called the "Company")  
of the first part**

**and**

**United Steelworkers of America  
Local 9113  
(Hereinafter called the "Union")  
of the second part**

**PREAMBLE**

Whereas, the parties agree that it is mutually beneficial and desirable to promote harmonious relations and to set forth herein the agreement concerning rates of pay, hours of work and conditions of employment, safety, health, and welfare of employees to be observed between the parties and to provide a method for the orderly adjustment of differences and grievances, and to maintain an uninterrupted operation at the highest level of performance; witness in consideration of mutual covenants and agreements herein set forth, the parties hereto have mutually agreed as follows:

**ARTICLE 1:  
RECOGNITION**

**1.01**

**(a)** The Company recognizes the Union as the sole and exclusive bargaining agent for all the Company's employees, employed at, or from its operation located approximately (16) kilometers from the Tumbler Ridge Townsite except: supervisory, professional, clerical, administrative, technical, laboratory, safety, security, janitorial (administrative offices), environmental and survey personnel.

**(b)** This recognition referred to in 1.01 (a) pertains to rates of pay, hours of work, and other conditions of employment, in conformity with the laws of B.C. in respect to labor relations.

**(c)** The word "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.

**1.02** The Company and the Union shall co-operate fully in the promotion and achievement of the matters set forth in the preamble to this Agreement.

**1.03** Following notification and permission (not to be unreasonably withheld) from the Company, Union representative(s) 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 disruption of the Company's operations or affairs, or cause employees to neglect their work duties and responsibilities.

**1.04** Employees and/or Union representatives shall not engage in any Union activity on Company property or during working hours, except as expressly provided for in this Agreement, or as otherwise mutually agreed upon.

**1.05**

**(a)** The Company recognizes that it is not the function of persons of or above the rank of supervisor to perform work which is normally performed by an employee in the bargaining unit, except under emergency conditions or for the purpose of instruction or experimentation. For the purposes of this Article emergency is any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the Company.

**(b)** In the event a person of, or above the rank of supervisor, performs work in violation of this section, 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.

**ARTICLE 2:  
MANAGEMENT RIGHTS**

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

**ARTICLE 3:**  
**UNION SECURITY**

**3.01** Each employee shall as a condition of his hiring or continued employment:

(a) Authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form agreed to between the Company and the Union.

(b) Become a member of the Union and maintain membership in good standing.

**3.02** The Company shall deduct, as a condition of each employee's continued employment, a sum equivalent to Union dues prorated to conform with the bi-weekly pay system as follows:

**3.03** Union dues for each employee shall be 1.3% (as per the United Steelworkers of America Constitution).

**3.04** The total earnings per hour of each employee shall be calculated by dividing the total earnings in the reference period by the total number of hours in the reference period. The total number of hours shall be deemed to include actual hours worked plus hours of paid vacation plus hours of unworked statutory holidays.

**3.05** Total earnings for the purpose of calculating Union dues shall be deemed to include base rate earnings and all premiums (if any) including shift premiums, weekend premiums, incentive bonus pay, vacation pay, statutory holiday pay, overtime pay, COLA earnings, call-in and reporting pay, etc., but shall not include any Workers Compensation payments or payments under any benevolent, sickness or accident plans.

**3.06** The reference period shall be the two (2) week pay period immediately prior to the pay day on which the dues are deducted. Dues shall be deducted each pay period and remitted to Jim English (or his successor), International Treasurer of the United Steelworkers of America. Until further notice from the Union, all cheques will be forwarded to the United Steelworkers of America, P.O. Box 1400, Postal Station "A" Vancouver, B.C. V6C 2P7 on the employee pay day or as soon thereafter as is reasonably possible. An itemized statement listing all the employees, including their social insurance numbers and occupations of new employees, indicating the amount of dues deducted from each, will be submitted with the Union dues remittance, and a copy of the itemized statement will be provided to the Financial Secretary of the Local Union.

**3.07** In the event an employee does not work at least twenty (20) hours or be paid for at least twenty (20) hours for vacation or unworked statutory holidays in the reference period, then no dues will be deducted. Also, no dues

will be deducted if at the time of preparation of the pay cheque there are insufficient funds owing to the employee concerned except to the extent that such funds are owing to the employee.

**3.08** The foregoing deduction will commence, in the case of each employee who is in the employment of the Company, with the effective date of this Agreement and, in the case of each employee entering the employment of the Company subsequent to the effective date of this Agreement, with the calendar month in which his first pay cheque from the Company is received by him. A new employee commencing work in the first half of the month will pay dues for that month. A new employee commencing work in the second half of the month will not pay dues for that month.

**3.09** As early as possible in each calendar year, and no later than February 15, the Company shall provide the Local with an individual statement listing the total of Union dues (or equivalent) deducted from the pay of each employee during the previous calendar year and paid to the Union in accordance with this Article. Appropriate forms will be supplied by the Union no later than September 15th of the preceding year.

**3.10** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in complying with the provisions of Article 3.01 through to 3.10.

**3.11 Contracting Out**

**(a)** For employees retained after September 1<sup>st</sup>, 2000, the Company and the Union agree that contracting out of work performed by employees in the bargaining unit will not be done for the purpose of laying off, demoting, terminating, or deferring the recall of bargaining unit employees.

**(b)** The Company will notify the Union when contractors are on site performing work normally performed by bargaining unit employees on Company owned equipment or facilities.

The Company will also inform the Union when a major piece of equipment or facility is sold and the Company is no longer its owner.

**(c)** A log book will be maintained on site showing when contractors are on site or equipment sold as outlined in (b) above.

**3.12** In an effort to minimize the use of contractors by the Company, while employees are on layoff, the Company will utilize qualified laid off employees for short term, temporary (less than 30 days) vacancies.

- (a) Those eligible for recall may indicate their availability for temporary work, by putting their name on the temporary recall list.
- (b) Temporary work will be offered to the senior qualified employee from this list.
- (c) The recall procedure outlined in Article 9.05(d) is waived for temporary recall.
- (d) The notice of layoff requirements outlined in Article 9.08 are waived for temporary recall.
- (e) Employees on temporary recall will receive a premium of \$.60/hour in lieu of benefits.

**ARTICLE 4:**  
**NO STRIKES, NO LOCKOUTS**

**4.01** The Union agrees that neither the Union nor its officers nor representatives, nor its members, nor the employees, shall in any way authorize, encourage or participate in any strike, work stoppage, walk-out, slow-down or any act of similar nature which would in any way interfere with, limit or impede the operations of the Company during the term of this Agreement.

**4.02** The Company agrees that there shall be no lockout of employees during the term of this Agreement. In the event the Company should lockout its employees in violation of this Agreement, the Union shall have the right to seek all remedies that it may be entitled to by law.

**ARTICLE 5:**  
**SETTLEMENT OF DISPUTES**

**5.01**

(a) The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees are therefore encouraged to try to settle their complaints with their supervisor as soon after they originate as possible. Should a dispute arise between the company and an employee regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

(b) The Company shall 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 working hours such employee(s) shall be paid their

regular hourly rate. In the event of any meeting with the Company which includes one member of the local executive, that occurs outside regular working hours, that executive member shall be paid at his regular straight time hourly rate. The parties agree to have a regard for the efficiency of the operation in scheduling these meetings in both their frequency and length.

(c) Prior to the submission of a grievance, it is normally expected that the employee will meet with his supervisor and attempt to resolve the matter.

## **5.02**

**Step 1:** Within seven (7) days after the alleged grievance(s) has arisen, the employee and the Steward of his choice from the immediate area may present the grievance in writing to his Supervisor. The Supervisor, together with other management representatives, will discuss the matter with the employee and the Steward.

The Supervisor will give his decision in writing within seven (7) days from the time the dispute was presented to him in writing. Failing a satisfactory settlement then:

**Step 2:** Within seven (7) days of receipt of the Step 1 written decision the grievance may be presented in writing to the Mine Manager or his designate where applicable. The Manager accompanied by other management representatives will discuss the matter with the employee, the Steward and a member of the Grievance Committee.

The Manager will give his decision in writing within seven (7) days from the time the dispute was presented to him in writing. Failing a satisfactory settlement the grievance may be referred to arbitration within thirty (30) calendar days.

The Parties are to establish at the end of each Step of the procedure who has the onus to reply and by what time and date the reply is to be received. The time limits herein defined apply to both the Union and the Company.

**5.03** 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 directly at Step 2 as one grievance, signed by the employees concerned within seven (7) days of the event or circumstance upon which it is based.

**5.04** 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 2, within seven (7) days of the event or circumstances upon which it is based.

**5.05** In determining the time within which any Step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and the recognized statutory holidays shall be excluded. Any and all time limits fixed by this Article may be extended in writing by mutual agreement between the Company and the Union.

If a grievance is not referred to arbitration within the thirty (30) day period referred to in Step 2, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The abandonment of a grievance under this Article shall not prejudice future cases of a similar nature.

If the Company does not hear a grievance or make its answer or decision in writing at any Step of the grievance procedure within the time limits specified herein, the Union will contact the Manager or designate who will ensure scheduling of a meeting without delay to attempt to resolve the grievance.

**5.06** Answers shall be given in writing to the Union on both stages of the grievance and shall be sent to the grievor, the Union Steward involved and the Union office.

**5.07** If it is necessary for a 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 foreman. Such approval shall not be unreasonably withheld.

**ARTICLE 6:**  
**ARBITRATION**

**6.01** Either party must within thirty (30) calendar days upon the completion of Step 2 of the grievance procedure outlined in Article 5, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this agreement including any question as to whether the matter is arbitrable.

**6.02**

**(a)** Should the parties mutually agree to submit the matter to a single arbitrator, then within seven (7) days following such notice, either party will notify an arbitrator selected from the following list:

Merv Chertkow	Allan H. Hope
Vince Ready	Colin Taylor
Stephen Kelleher	

or such other person as the parties mutually agree.

If none of the arbitrators listed above are available, an appointment shall be made by the Minister of Labor of the Province of B.C. upon request of either party.

**(b)** Failing mutual agreement to refer the matter to a single arbitrator then, within ten (10) days the parties agree to appoint their respective nominees to the Board of Arbitration and the nominees shall select an arbitrator from the list in 6.02 (a).

**6.03** The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall within a maximum of thirty (30) days following arbitration render a decision.

**6.04** The parties shall jointly bear the costs of the arbitrator. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded against either party.

**6.05** Arbitration procedure shall be expedited by the parties.

**6.06** At arbitration, the parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties access to the property to view the operations in question and to confer with the necessary witnesses.

**6.07** An Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions.

**6.08** Arbitration shall be heard in Fort St. John, Tumbler Ridge, or at such other place as the Parties shall mutually agree upon in writing.

**ARTICLE 7:**  
**DISCIPLINE AND DISCHARGE**

**7.01** If an employee alleges he has been suspended or discharged without just cause, he shall submit his grievance at Step 2 within 5 days.

**7.02**

**(a)** Disciplinary letters shall be subject to the grievance procedure and will be issued within 384 hours (16 days) from the time the employee has been formally advised of the disciplinary action. The letter will contain the reasons for discipline.

With the exception of cases of discharge, and cases where the failure to comply is caused by the employee's absence, a failure to issue the letter of discipline within the specified time frame will result in the issue being considered settled with no discipline being imposed.

**(b)** A copy of each disciplinary letter will be sent to the Union office within 24 hours of the date upon which the employee received the letter.

**7.03**

**(a)** A steward will be present when an employee is to be disciplined, suspended or formally counseled.

**(b)** A steward and either the Grievance Committee Chairman or Local President (or their designates) will be present when an employee is to be discharged.

**(c)** Formal investigative meetings with an employee for an infraction in which discharge is being contemplated will be conducted in the presence of a shop steward, grievance chair, and local Union President.

**(d)** Formal investigative meetings with an employee for an infraction in which discharge is not being contemplated will be conducted in the presence of a steward.

**(e)** If any of the parties referred to c) above are not available in a timely manner, the meeting may be conducted in their absence.

**7.04** Upon request an employee will be shown his disciplinary or attendance record at a time mutually agreed upon. Copies of these records will be made available at the employee's request.

**7.05**

**(a)** Copies of all disciplinary action and counseling letters will be provided to the Union.

**(b)** Counseling letters will be removed 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.

**(c)** An employee who has been discipline free for two (2) years will have all discipline removed from his file.

**7.06** 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.

**ARTICLE 8:**  
**OFFICERS, COMMITTEES AND STEWARDS**

**8.01** The Union shall notify the Company in writing of the names of all officers, committeemen, safety representatives and stewards and of any changes in the same. The Company shall not be required to recognize them until so notified.

**8.02** The Union may appoint up to one steward and one safety representative for each first line supervisor. Additionally, the union may appoint an alternate for each of the above to act in the absence of the regular steward or safety representative.

**8.03** The Union officers, committee people, stewards, and safety representatives shall notify their supervisors and they shall arrange a mutually satisfactory time to leave their work to attend to their duties as outlined in the Agreement. Upon request arrangements will be made for transportation and for the use of a phone in private.

**8.04** The Company will provide the Union with the names and titles of first line supervisors on a monthly basis, provided there are more than 50 employees working.

**8.05** The Company shall provide designated separate, locked notice boards for the exclusive use of the union, where officers of the union shall post notices of any Union business.

**8.06** Supervisors will during the first shift introduce new crew members to their job steward and Union safety representative.

**8.07** The Company and the Union agree that there will be no discrimination, intimidation, favoritism or harassment against any employee or management representative. Further, discrimination will not be allowed because of sex, race, color, national origin, religious creed, marital status, political affiliation, Union membership or non-membership, or because the employee or management representative has exercised or failed to exercise any right specifically provided for under this Agreement.

**8.08** The Company will forward to the Union an amount equivalent to seventy-two (72) hours per month at wage classification one (1) to pay for time lost by employees delegated by the Union to conduct union business as provided for in Articles 15.01 (b) and (c).

When the number of full time, active employees drops to below 25, this payment will be reduced to thirty-six (36) hours per month. All payments under this clause are contingent upon the total man hours worked by bargaining unit employees being 1000 hours or greater in a month.

This payment shall not be provided by the Company to the Union when the reimbursement arrangement in Article 15.01 (b) (ii) is more than one month in arrears.

**ARTICLE 9:**  
**SENIORITY**

**9.01** The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer between jobs, decrease in the working force and recall after lay-off, senior qualified employees shall be entitled to preference in accordance with the specific provisions of this agreement.

**9.02** Employees who have not completed three hundred and twenty (320) regularly scheduled hours worked within a six (6) month period shall be considered probationary employees and shall have no seniority rights. Such employees shall have the right to grieve in respect to any matter other than his seniority. Upon completion of the probationary period, an employee shall acquire seniority and his name shall be entered on the seniority list according to his most recent hiring date. For the purpose of this clause the probationary period shall commence on the first day of employment.

**9.03** Employees who have acquired seniority shall have that seniority maintained and accumulated during:

(a) Absence due to occupational accident while the employee is performing work for the Company.

(b) The period of time that an employee is absent and is in receipt of weekly indemnity and/or long term disability benefits (max. 104 weeks).

(c) Authorized absence under Article 15.

(d) Lockouts.

(e) Absence due to lay-off not exceeding;

(i) one (1) year where the employee has less than two (2) years of seniority at the time of lay-off.

(ii) two (2) years where the employee has two (2) or more years of seniority. Plus one additional month for each year of seniority, up to an additional six (6) months at the time of lay-off.

**9.04** Employees who have acquired seniority shall have that seniority maintained but not accumulated during:

**(a)** Strikes.

**9.05** An employee who has acquired seniority shall have that seniority completely lost and his employment terminated if he:

**(a)** Quits his employment with the Company.

**(b)** Is discharged and not re-instated under the terms of this Collective Agreement.

**(c)** Is laid off for a period beyond that described in 9.03(e) (i) and (ii) above.

**(d)** Is sent notice of recall by double registered mail to his last address of record with the Company and fails to report within fifteen (15) days of receipt of notice, unless he has contacted the Company and has received an extension to report. The extension will not be unreasonably withheld. A notice of re-call which has been returned as unclaimed or refused will be considered received. In the event of a disruption of mail service the Company and Union agree to meet to discuss alternate methods of recall. Illness substantiated by medical evidence will be considered as sufficient grounds to be granted an extension to report.

**(e)** Accepts severance pay.

**(f)** Accepts a salaried position.

**(g)** Is absent due to temporary illness or non-occupational accident beyond the period provided for in 9.03 (b) provided the terms of the letter of understanding re: Duty To Accommodate have been fulfilled.

**9.06**

**(a)** The Company shall maintain an up-to-date seniority list showing each employee's order of seniority with his name, payroll number, service date, and classification.

**(b)** The seniority list shall be posted every month and a copy shall be supplied to the Union office.

**(c)** The seniority for employees hired on the same day will be determined by the employee with the lowest payroll number.

**9.07** The Local Union Officers and Standing Committee Heads as outlined below, who have acquired seniority shall be the last employees to be laid-off from the Company in case of lay-off, provided they can satisfactorily perform the available work. Layoff will be in inverse order from the order listed. Further, if on lay-off, those listed below will be recalled for permanent vacancies (more than 30 days) in the order listed according to the following schedule:

Between 1-20 employees on payroll - 1st position.

Between 21-40 employees on payroll - 2<sup>nd</sup> position.

Between 41-60 employees on payroll - 3<sup>rd</sup> position.

61 + employees on payroll - 4<sup>th</sup> position.

President, Vice-President, Chairperson of the Grievance Committee, and Health and Environment Committee Chairperson

### **Permanent Shutdown**

**9.08** In the case of a permanent lay-off or shutdown of the Company's operations resulting in the termination of employment, the Company will give:

**(a)** Two (2) weeks notice in writing to the employee if his period of employment is less than one (1) year.

**(b)** Three (3) weeks notice in writing to the employee if his period of employment is one (1) year but less than three (3) years.

**(c)** Six (6) weeks notice in writing to the employee if his period of employment is three (3) years but less than five (5) years.

**(d)** Eight (8) weeks notice in writing to the employee if his period of employment is five (5) years or greater.

Failing such notice, the Company shall pay, at an employees regular straight time rate of pay, for the number of days notice not given that the employee would normally be scheduled to work that is less than the required number of days notice.

Further, the Parties agree that in addition to the notice requirements outlined above, that in the case of a permanent lay-off occurring after the ratification of this Collective Agreement, resulting in the termination of employment, provide a severance as follows:

(i) \$800.00 for each completed year of active service, calculated by using the employee's individual anniversary date. Partial years shall be prorated by calculating fully completed months of active service.

For the purpose of this severance calculation active service is defined only as time actually worked, authorized absence under Article 15, Workers' Compensation, Weekly Indemnity and Long Term Disability (maximum 104 weeks).

(ii) Employees shall be paid severance on the expiration of recall rights or upon termination of employment while on lay-off, at the employee's option.

(iii) Upon payment of severance the employee shall lose all recall rights.

#### **Procedures Governing Lay-offs**

#### **9.09**

(a) In the event of a reduction of employees resulting in a lay-off of eight (8) calendar days or less, the employee with the greatest seniority in the classification required, from the crew who normally do the work, shall be required to work. In applying this clause, 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 nine (9) calendar days or more, the employee with the least Company seniority will be reduced from the classification. An employee displaced from his classification may displace an employee in any other classification within the bargaining unit on the basis of Company seniority, provided he is qualified to do the job. The employee being displaced shall be the employee with the least Company seniority in that classification.

(ii) For the purposes of Article 9.09(b), qualified is deemed to mean:

(a) classification was previously held within the Bargaining Unit, and is deemed still qualified to the standard set by the Company for the position, or

(b) the employee is qualified to the standards set by the Company for the position, or

(c) the employee has provided proof of previous experience in the position applied for and can become qualified to the standards set by the Company within a familiarization period of up to one (1) shift cycle. Such proof of experience will not be required for labor positions.

(iii) Employees displaced from their classification may displace other employees as outlined in (i) (ii) above, or elect to be laid-off from the Company.

(c) The Company will provide the Union with a list of all employees on permanent lay-off status and a copy of all re-call notices for those employees.

#### **9.10**

(a) (i) The Parties agree that where there is a crew reduction, resulting in a change of classification which does not involve lay-off, senior qualified employees so reduced will be entitled to displace junior employees on the basis of 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.

(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.

**9.11** Employees laid off will be recalled in the inverse order, provided they possess the qualifications to perform the available work.

It shall be the responsibility of employees who have been laid off and wish to be available for recall to keep the Employee Relations Department informed of their current mailing address.

**9.12** The Parties will meet as far in advance as possible to discuss the orderly application of the provisions of Article 9 with respect to lay-offs.

**ARTICLE 10:  
JOB POSTINGS**

**10.01**

(a) Permanent vacancies shall be posted for a period of eight (8) calendar days copies of all job postings will be forwarded to the Union office.

(b) Former employees eligible for recall are not eligible to apply for the posted positions.

**10.02**

(a) The senior qualified applicant shall be awarded the posting. If there are no senior qualified applicants, then qualified former employees eligible for recall will be offered prior to the Company recruiting.

**10.03**

Temporary vacancies of one (1) shift or less will be filled by any qualified employee. Temporary vacancies in excess of one (1) shift will be filled by the senior qualified employee on that shift.

**ARTICLE 11:  
HOURS OF WORK**

**11.01** This article is intended to define the normal hours of work and shall not be construed as guarantee of pay or of hours of work per day or per week, or of days of work per week.

**11.02**

(a) The term "work week" means that period of time commencing with the start of day shift on Monday and terminating (168) hours thereafter.

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

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

Prior to introducing a shift schedule outside of those referred to in 11.04 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.

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

- (a) Eight (8) hours per day five (5) days per week.
- (b) Ten (10) hours per day four (4) days per week.
- (c) Twelve (12) hours per day based on a work cycle which is eight (8) consecutive weeks (four (4) shifts on, four (4) shifts off) averaging forty-two (42) hours per week.
- (d) Normal shift starting times will be as follows:

Twelve Hour Shifts:

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

Ten Hour Shifts:

Day Shift	8:00 a.m.
-----------	-----------

Eight Hour Shifts:

Day Shift	8:00 a.m.
Afternoon Shift	4:00 p.m.

These starting times may be varied up to one hour on either side of these times for experimentation purposes or to meet operational requirements.

**11.05** Employees will commence their shift at the designated starting time and work place and shall cease at the designated stopping time and place.

**Paid Work Breaks**

**11.06** Eight-hour and ten-hour shift employees will have a lunch break of twenty (20) minutes, designated by the Company during the period of the fourth and fifth hours of the shift. They will have coffee breaks, at the work place, of fifteen (15) minutes each, designated by the Company during the periods of the second and third hours and the sixth and seventh hours of the shift.

**11.07** Twelve-hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the fourth and fifth hours of the shift and the seventh and eight hours of the shift.

OR

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

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

**11.08** With respect to the lunch break provided in Sections 11.06 and 11.07, the employees shall continue all necessary supervision of machinery and maintenance of service but shall not be required to do any work which can reasonably be postponed to the end of their lunch break. Employees who have their break interrupted will be entitled to complete the time owing on their break normally within the time frames expressed in these provisions.

**ARTICLE 12:  
OVERTIME AND SPECIAL PAY**

**12.01** Overtime will be voluntary provided that operating requirements are met.

**12.02** An employee's working time shall be calculated to the one quarter (1/4) hour at which he is directed to stop work, or, if he is directed to stop work between one quarter (1/4) hours, to the one quarter (1/4) hour next following the time he is directed to stop work.

**12.03** Opportunities for overtime will be distributed as equitably as is practicable among the employees in the Department and in the classification who normally perform the work in the area for which overtime is required. A record of overtime opportunities will be posted in each department.

**12.04** An employee working overtime for a period in excess of two (2) hours beyond the end of his normal shift shall be entitled to a six (\$6) dollar credit in lieu of an overtime meal.

**12.05 (a)** An employee called out to work during other than his regular hours will be paid the applicable overtime rate for actual hours worked, or four (4) hours at his regular rate, whichever is greater.

**(b)** Maintenance employees called out will not be required to perform work other than that for which they were called out.

**(c)** Where an employee who reports for work for his regular or overtime shift, and who has not been notified not to report to work and is sent home because no work of any kind is available he shall be paid an amount equal to two (2) hours pay at his straight time hourly wage rate. 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.

**12.06** The Company shall give an employee forty-eight (48) hours notice of a change in his regular shift. Where such notice is not given, the employee shall be paid at the applicable overtime rate 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.

The provisions of this Section 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.

**12.07** There shall be no pyramiding of overtime.

**12.08**

**(a)** Eight Hour Shift

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

- (i)** time worked in excess of forty (40) hours in a work week;
- (ii)** for 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 per day;
- (ii)** time worked in excess of forty-eight (48) hours per week;
- (iii)** time worked in excess of eight (8) hours on scheduled rest days.

**(b)** Ten Hour Shift

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

- (i) time worked in excess of forty (40) hours in a 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;
- (iii) time worked in excess of eight (8) hours on scheduled rest days.

**(c)** Twelve 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-four (44) hours per week;
- (ii) for the first eight 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) time worked in excess of forty-eight (48) hours per week.

**12.09**

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

**(b)** An employee temporarily assigned to work in a lower classification will be paid at his regular rate of pay.

**(c)** Employees working in a higher classification on his last shift prior to a Statutory Holiday not worked, will receive the higher rate for Statutory Holiday Pay, provided that the employee works in the higher classification on his first shift after the Statutory Holiday.

**12.10** 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 - 90 cents per hour

Eight Hour Shift Schedule

Afternoon Shift - 45 cents per hour

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

**12.12** The premiums referred to in Sections 12.10 and 12.11 will not apply when overtime or other premium pay is being paid.

**12.13** An employee who is required to work before his regular starting time shall be paid at the applicable overtime rate.

**ARTICLE 13:  
STATUTORY HOLIDAYS**

**13.01**

**(a)** An employee shall receive Statutory Holiday pay at his regular hourly rate for each of the following Statutory Holidays, provided he has complied with the provisions of Article 13.04, in accordance with the payment schedule outlined herein:

New Year's Day  
Canada Day  
Thanksgiving Day  
Boxing Day  
Labor Day

Good Friday  
Remembrance Day  
B. C. Day  
Victoria Day  
Christmas Day

Employees will be entitled to one Floating Holiday, for each six months of continuous service. Floating Holidays will be scheduled on an individual basis by mutual agreement between the employee and his supervisor and will not be unreasonably denied. 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.

**(b)** An employee shall receive eight (8) hours Statutory Holiday allowance, except when an employee who is normally scheduled to work the Statutory Holiday is required by the Company to take the Statutory Holiday off. In

this case, the employee will receive holiday allowance equal to the number of regular hours he normally would have worked.

- (c) (i) Employees may bank Floating Holidays up to a maximum of four (4);
- (ii) An employee will receive payment for any unused Floating Holidays upon the termination of his employment.
- (iii) 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.

(d) Statutory Holidays will begin at the commencement of day shift on the day in question, and will conclude twenty-four (24) hours thereafter.

**13.02** Employees who are requested to work on a Statutory Holiday and have complied with the provisions of 13.04, may elect to take an alternate day off without pay, up to a maximum of four (4) in any calendar year. These days must be scheduled by mutual agreement between the employee and his supervisor.

**13.03**

(a) For work performed on a regularly scheduled shift on a Statutory Holiday, an employee shall be paid one and one-half (1 1/2) times his basic rate in addition to any amount payable under Article 13.01 (a). Such hours worked will not be used for the calculation of overtime.

(b) An employee required to work on a Statutory Holiday shall be paid at two (2) times the employee's hourly rate for all hours worked in excess of his normal shift schedule.

**13.04**

(a) Except if he is on vacation or any authorized leave of absence, an employee shall not receive Statutory Holiday allowance if:

- (i) He does not work his last regularly scheduled shift before or his first scheduled shift after the Statutory Holiday;
- (ii) He fails to work on a paid Statutory Holiday which he has been scheduled to work;
- (iii) The paid holiday falls, while he is on lay-off that exceeds twenty (20) calendar days;

(iv) He has not completed his probationary period.

(b) In applying Article 13.04 (a) (i), an employee shall be deemed to have worked the qualifying shifts if his absence is excused and/or otherwise authorized by the Company. However, payment of such holiday pay in case of excuse or authorized absence shall be limited to one holiday per absence.

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

(c) An employee shall be entitled to an additional day off for each Statutory Holiday that falls within an employee's scheduled vacation period.

**ARTICLE 14:  
VACATION**

**14.01** Employees will be entitled to annual vacation with pay, in accordance with the following schedule:

**14.02**

(a) An employee who is on the payroll on January 1, who has been continuously employed during the qualifying period and who has:

<u>Length of Service</u>	<u>Hours</u>		<u>Payment</u>
Less than one year preceding the vacation year	8 hours for each full month of employment preceding the vacation year. (Minimum 1 shift, maximum 80/84 hours)		4% of earnings of the previous year excluding taxable benefits.
	<u>8/10 Hour Shifts</u>	<u>12 Hour Shifts</u>	<u>Payment</u>
One year preceding the vacation year	80	96	4.4%
Two years preceding the vacation year	96	96	5.3%
Three years preceding the vacation year	120	120	6.3%
Four years preceding the vacation year	120	120	6.3%
Five years preceding			

the vacation year	136	132	6.8%
Six years preceding the vacation year	144	144	7.2%
Seven years preceding the vacation year	144	144	7.2%
Eight years preceding the vacation year	152	156	7.8%
Nine years preceding the vacation year	160	168	8.0%
Ten years or more preceding the vacation year	184	192	9.0%

**(b)** Upon return to work, an employee who had been absent for reasons of Workers' Compensation, Weekly Indemnity and Long Term Disability during the qualifying period (the previous year) may elect to take the appropriate percent, or his straight time hourly rate multiplied by the appropriate vacation hours for the duration of his vacation period.

**14.03** For the purpose of calculating vacation entitlement, a vacation year shall be from January 1st to December 31st.

**14.04** Employees shall be required to submit their preference for vacation time to their immediate Supervisor before January 31st in each year. Following this the Company will post approved vacation schedules, by department, no later than March 31st.

**14.05** Preference for vacation entitlement will be determined on the basis of Company seniority of those employees whose applications for vacation are received by January 31st in each year. Vacation requests received after January 31st will be allocated, based on the dates they are received, on a first received, first scheduled basis.

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

Except for instances of a planned vacation shutdown or where an employee exercises preference, vacation schedules, once approved, may only be changed by mutual consent.

**14.06** Vacations must be taken during the year of its entitlement, and unless an employee has more than two shift cycles in his entitlement he may not break his vacation up into blocks of less than one cycle except where there is less than one cycle remaining in his entitlement.

Employees with more than two shift cycles of vacation entitlement may elect to be paid for their vacation entitlement in excess of two shift cycles in lieu of taking vacation, and/or may choose to split the portion of his vacation entitlement in excess of two shift cycles into increments of his choosing.

**14.07** An employee shall receive his vacation pay as per his choice as indicated on the vacation request form.

**14.08** The Company will give three (3) months notice of a planned vacation shutdown. In the event an employee has scheduled and received approval for his vacation within the three (3) month period referred to above, the employee will have the option of taking his vacation as previously approved. The notice period begins on the date of the announcement.

**ARTICLE 15:**  
**LEAVES OF ABSENCE**

**15.01**

**(a) (i)** An employee may be granted a leave of absence for sufficient reason. Such requests will not be unreasonably denied. Subject to such leave being granted, the employee(s) must use any banked Floating Holidays and days-in-lieu first.

**(ii)** A leave of absence form must be in writing and authorized by a management representative. All requests for leave of absence and floaters will be answered by the Company, in writing, within 10 calendar days.

**(b) (i)** Employees who have been elected or appointed by the Union to attend union conventions or do other similar work for the Union will be granted a leave of absence without pay for this purpose. Normally not more than one (1) employee will be granted leave at any one time.

The Union agrees to give the Company one (1) weeks notice in writing and such leaves are not to exceed two (2) weeks nor interfere with operations. If there is difficulty in granting the leave, the Manager will discuss with the Local President.

**(ii)** Employees granted such leave will have their wages maintained by the Company. The Company will submit this time to the Union for reimbursement at an amount equivalent to the Company' cost, once per month. This arrangement shall be suspended if at any time, the reimbursement is more than one month in arrears.

**(c)** Upon written request and on reasonable notice from the Union and subject to the requirements of the operation, the Company may grant leaves of absence without pay to employees selected to do work for the Union.

**(d)** Where spouses have made arrangements to take their vacations at the same time, and one is entitled to a vacation of greater duration, the Company will grant an unpaid leave of absence to the employee with the lesser vacation in the amount required to make up the difference to a maximum of five (5) shifts. The leave will be granted provided it does not require the Company to exceed the total number of employees allowed away for vacation purposes in any classification and on any one shift at any one time. Upon presentation of special circumstances, the Company agrees to give consideration to lengthening the period of leave.

**15.02**

**(a)** A Bereavement leave with pay of four (4) regularly scheduled shifts (5 shifts if on 5x2) will be granted to an employee upon a death in his immediate family, provided the leave is taken within ten (10) calendar days of the death. Prior to taking such leave, the employee must advise his immediate supervisor which days he will be taking.

"Immediate family" means the employee's spouse, child or step-child, foster child, parent or step-parent, brother, sister, parent-in-law, grandparent or grandchild. Common-law relationship shall be recognized as above.

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

**15.03** An employee who is called for jury duty or is subpoenaed as a witness (but not in his own defense), 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.

**15.04** A female employee may apply in writing and shall be granted unpaid maternity leave to a maximum of 24 consecutive weeks (or less as may be requested by the employee) in accordance with the Employment Standards Act. Upon presentation of medical evidence the leave may be extended for a maximum of an additional six (6) weeks. Requests for additional leave under this clause will be considered on a case by case basis.

**15.05** The Company recognizes that a request for Paternity leave is a legitimate reason for leave of absence. Leave will be granted as provided for in Article 15.01, for a duration mutually agreed upon between the employee and his supervisor.

**ARTICLE 16:**  
**SAFETY HEALTH AND ENVIRONMENT**

**16.01** The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Safety and Health at the Company's operations in order to prevent industrial injury and illness.

To this end, it is expected that all persons on Quintette Operating Corporation property shall co-operate to promote safe work conditions, practices, and enforcement of reasonable rules of conduct and safety on the property. In the interest of safety the Company will continue with sound safety education and training programs and will communicate and discuss substantial changes to the program with the Union and the Union agrees to develop and maintain internal education programs on accident prevention and health through such media as membership meetings, seminars and Union publications. If requested the Union agrees to assist the Company in the development of safety, educational and training programs. In order to meet our mutual objectives in matters related to safety and health, a Joint Safety, Health and Environment Committee will be established as outlined below.

**16.02** A joint management/worker Safety, Health and Environment Committee shall be composed of an equal or greater number of worker representatives appointed by the Union, one of which shall be the Union Safety Committee

Chairperson, and shall not be more than three (3) in total. For each regular member appointed, there may also be an alternate appointed to act in the absence of the regular member. In addition a representative from each party shall be designated as co-chairperson of the Committee. The function of the Committee shall be to recommend solutions to problems relating to the promotion of safety, health and the environment on the job site. The Union and the Company shall notify each other in writing of the identity of their Joint Safety, Health and Environment Committee representatives. If the Company expands its operations with the introduction of a new pit or its equivalent, the parties will address whether the new operation requires an expansion of the Joint Safety, Health and Environment Committee in order to provide the Union with effective representation for the new operation. The employer will not unreasonably refuse to expand the Committee to meet the need for representation

### **16.03**

**(a)** When conducting monthly Safety tours of each area of the operation, the Union Safety Chairman and Union area safety representative together with the Company representative shall conduct the inspection. A crew safety representative will accompany the Joint Safety committee on the tour of their respective area.

**(b)** Where the Joint Safety Committee makes an inspection and the majority find an unsafe condition, they shall immediately notify the supervisor for the area and advise him of the unsafe condition and discuss what is required to correct the problem. If agreement is not reached and corrective action is not taken, the Joint Safety Committee shall by majority decision have the authority to stop the work in question until the condition is rendered safe in the opinion of the majority of the Joint Safety Committee.

**(c)** After completion of the inspection tour, those members of the Joint Committee conducting the tour shall meet to take up such Safety, Health and Environment matters as have arisen on the tour. The safety hazards noted in the minutes of the inspection will be corrected within thirty (30) days or by the date agreed by the Joint Safety Committee. In addition all incident/accidents as referred to in 16.04(a) will be reviewed and further remedies or preventative action may be recommended.

**(d)** Minutes of all meetings of the Joint Committee; reports of all inspections; or other investigations and recommendations made by the Joint Committee shall be prepared by the Company and provided to the Union within four (4) business days from the date the tour ended. If the Union disagrees with the accuracy of the minutes as prepared, it may set forth the reasons in writing and forward them to the Company. The disagreement shall then form part of the minutes. The minutes shall be jointly signed.

(e) All regular members of the Joint Committee or their designates shall meet every two (2) months with the Manager to review recommendations contained in inspection reports with special attention to repeat items and to discuss other matters pertaining to Safety and Health which may be raised.

Where agreement has been reached to implement recommendations contained in inspection reports, the manager will give an estimated time for the recommendations to be implemented.

#### **16.04**

(a) (i) The crew safety representative or his alternate will be present and involved when there is an investigation of any accident or incident which caused, or had the potential to cause, significant equipment damage or personal injury requiring medical aid. The supervisor will make personal contact with the safety representative as soon as possible, from the time the incident or accident as referred to above occurs. The crew safety representative will be given access to a telephone and instructed to notify the area safety representative. If the area representative is at work, the investigating supervisor will assist the crew safety representative in contacting him.

Where a crew safety representative is not available from the immediate work area or crew the supervisor will make immediate arrangements to obtain a safety representative from another crew.

In cases where a management representative more senior than those on shift participates in an accident or incident investigation, he will be responsible to notify the Union Safety Chairman or his designate immediately and inform him of the situation.

(ii) The Safety, Health and Environment Committee Co-Chairpersons or their designates shall participate in the investigation of reportable accidents and dangerous occurrences in accordance with Section 1.7.1 (1997) of H.S.R. Code for Mines in B.C.

(iii) The Safety, Health and Environment Committee Co-Chairpersons or their designates shall be informed as soon as possible, but within four (4) hours of the event, of accidents that cause injuries which require medical aid and, if they deem it necessary, they shall participate in the investigation.

(b) In the case of a fatal accident, the Union Safety Chairman or Local Union President, or their designates, shall be notified immediately and access to conduct a full investigation will be provided. Such investigation may be conducted independent of the Company, if the Union chooses to do so.

(c) All reportable accidents or reportable incidents filed with the Ministry of Mines shall be forwarded to the Union office as soon as possible or within sixteen (16) hours.

**16.05** The Mines Inspector will be accompanied by the Union Safety Chairman or his designate during either a safety tour or accident investigation on the property unless the Inspector advises the Safety Chairman or his designate otherwise.

**16.06** The Company agrees to acquaint and instruct members of the Joint Safety, Health and Environment Committee with equipment and techniques of sampling and analysis for potentially toxic substances occurring within the Company's operations within three months of the employee's appointment to the joint committee.

**16.07** On request of the Union Safety Committee Chairman, and at a mutually agreed upon time, the Company will acquaint the Union Crew Safety representatives with sampling and monitoring techniques related to their respective areas of work within three months of receiving notification of their appointment.

**16.08**

**(a)** Where reasonable justification is shown, the Company may require an employee to attend at a medical examination for reasons of health and safety. The Company will, prior to requiring an employee to attend for a medical examination, discuss the reasons with a member of the Union executive. If the Company is unable to contact a member of the Union executive, they will discuss the reasons with the employee's shop steward, chief shop steward if available from the immediate area and crew safety representative.

**(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 and pay for the employee's travel and accommodations and reimburse him for reasonable meal costs.

**16.09**

**(a)** The Company shall provide the Union with the following information:

**(i)** An information sheet on toxic chemicals used in the various processes, including emergency procedures as per H.S.R. Code for Mines in B.C. (1997) WHMIS.

**(ii)** Information on major new tools and equipment;

(iii) A copy of all WCB 7A's for all employees and any associated First Aid reports within three (3) business days;

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

(b) The Company shall develop and maintain a Mine Health and Safety Program which includes the following sections:

(i) a written policy statement,

(ii) general safety rules,

(iii) safe working procedures.

(iv) a list of hazardous materials, safe handling procedures and antidotes,

(v) provision for the regular monthly crew safety meetings,

(vi) procedures for accident and serious incident investigation, and

(vii) procedures for safety tour inspections.

The Safety, Health and Environment Committee shall review the Mine Health and Safety Program for completeness and effectiveness on an ongoing basis and submit its findings to the General Manager.

(c) The Union agrees that prior to discussion with governmental agencies or the public, it will discuss any Safety or Health concerns with the Company as soon as the concern arises.

**16.10** The Union agrees that the provisions of Article 16 shall be used for legitimate safety concerns only. The parties further agree that any interruption shall be restricted to the specific hazard identified.

#### **16.11**

(a) The Company agrees that there shall be regularly scheduled safety meetings on Company time for all members of every crew once per calendar month and will be scheduled for the third week of each month.

Meetings will not normally be scheduled so as to coincide with shift end.

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

(i) Reading of the previous meeting's minutes for errors or omissions;

- (ii) Outstanding safety items from previous meetings and progress update, if any;
- (iii) Report of new safety concerns or suggestions.

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

All suggestions or complaints shall be discussed and recorded. Copies of crew safety meeting minutes compiled by the Supervisor shall be given to the Crew safety representative, the area representative and the Union office, within four (4) working days.

(b) The President and Safety Committee Chairman or their designates shall meet quarterly with the General Manager and Superintendent to review the reports and recommendations of the Joint Safety, Health and Environment Committee and discuss other matters pertaining to safety, accident prevention and industrial hygiene. The Union and the Company shall exchange agendas of the matters they propose to discuss at least two weeks prior to the meeting. For special needs related to safety, the Union or the Company may request a meeting of the two (2) parties.

**16.12** In dealing with Safety and Health conditions affecting employees, the Union or members of the Joint Safety, Health and Environment Committee shall have access to the operations to investigate and discuss such matters. Access for such investigations shall be arranged by the Loss Control Department at a mutually agreed time and Company officials shall accompany Union officials on such investigations.

**16.13** It is agreed and understood by the parties that a lock-out procedure is an integral part of the safety program on the property for the protection of both employees and equipment. This procedure will be in accordance with Sections 4.11.1 thru 4.11.7 (1997) of the H.S.R. Code for Mines in B.C. In order to re-inforce the importance of locking out equipment the Company will provide booklets outlining the proper procedures for each area and employees and management personnel will be required to follow these procedures at all times.

**16.14**

(a) 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.

(b) 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.

**(c)** A person who refuses to carry out any work or operate any equipment, tool, or appliance, in compliance with (a) above shall forthwith report the circumstances to his supervisor.

**(d)** The supervisor receiving a report under the preceding (c) shall forthwith investigate the matter with a worker representative if requested 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.

**(e)** If the procedure in section (d) 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:

**(i)** a worker representative or designate of the Health, Safety and Environment Committee if available, or;

**(ii)** designated by the Local Union to represent the person refusing to carry out the work.

**(f)** If the person still refuses to carry out the work after his supervisor and the other person have investigated the issue in accordance with (e) above, and are both of the opinion that no undue hazard exists and that:

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

**(ii)** 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.

**(g)** **(i)** Every reasonable effort shall be made to temporarily reassign, with no loss of regular pay and within his department, an employee referred to in (c) preceding.

**(ii)** No employees will be required or permitted to work, where another employee has refused to work, unless the employee, in the presence of his Safety Representative, has been informed of the refusal and the reason thereof.

**(h)** If the procedures in (d), (e) and (f) fail to resolve the issue, the General Manager, or his designate shall:

**(i)** 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;

(ii) 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.

#### **16.15**

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

(b) The Company agrees to replace or repair personal clothing that is damaged and rendered unsuitable for an industrial setting as the result of an unusual occurrence in the workplace.

#### **16.16**

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

#### **Personal Protection Equipment And Apparel**

Safety Hat  
Safety Hat Liner  
Safety Hat Chin Strap  
Safety Glasses (clear and dark)  
Respiratory Protection  
Hearing Protection  
Balaclava  
Monogoggles  
Gloves  
Reflector Vests  
Hot Gloves  
Rubber Sleeves  
Rubber Slickers  
Welder's Gloves  
Electricians' High Voltage Gloves  
Asbestos Gloves  
Cutting Goggles  
Aprons and Face Shields Re: Corrosive Material  
Safety Belts and Lines  
Welder Hard Hat and Helmet  
Safety Shields for Cutting and Grinding  
Welding Lenses  
Life Jackets  
Painter's Masks  
Flashlights  
Hip Waders  
Locks for Switch-gear  
Blaster's Knife  
Welder's Jackets  
Knee Pads

Hair Nets  
Belts for Miners Lamps  
Racal Pure Airstream Helmet  
Miners Lamps  
Miners Hard Hats

**(b)** The Company will maintain a coverall program that will provide field maintenance and pit services employees with two pairs of coveralls per shift cycle, and all other employees with one pair per shift cycle. Coveralls will be distributed on an exchange basis.

Insulated coveralls will be supplied to employees who are required to work outside in inclement weather. Coveralls that have lost their insulating value will be removed from service.

**(c)** Any other safety equipment the Joint Safety, Health and Environment Committee deems necessary, shall be requested through the Loss Control Department.

**16.17** New employees who require corrective lenses must possess safety lenses and safety frames prior to the commencement of work. The Company will pay the cost of two pairs of safety lenses and safety frames and thereafter will replace safety lenses and/or safety frames when an employee can substantiate they were damaged while at work. The Company will not be responsible for costs under this section that may be recoverable from another source such as a health plan or Workers' Compensation.

**16.18**

**(a)** Employees involved in authorized safety meetings, inspections, investigations or tours will suffer no loss of regular earnings while in attendance at such meetings.

**(b)** The Union Safety Chairman or his alternate, and the Union Safety Committee member attending monthly safety tours, as outlined in 16.03(a), on their days off, will receive their regular straight time rate of pay for actual hours spent on the tour. Such hours will not be used for the calculation of overtime.

**(c)** In the event the regular monthly inspection falls upon the Co-Chairpersons first night shift the member will be re-assigned to day shift for that shift; if on the second night shift the member will be re-assigned to day shift for the entire shift cycle.

**16.19**

- (a) Each supervisor shall conduct a safety audit with each employee on his crew a minimum of once per month.
- (b) Should production be curtailed in any work area on the property for safety reasons, the crew or area safety representative directly affected will be advised.

**16.20**

- (a) In recognition of the commitment to educate employees and management representatives, and to ensure that acceptable standards are met regarding allowable dust levels, it is agreed that a continuing program of dust control will be supported by both parties.

To this end, the Company commits their resources to maintain air pressurization systems in an efficient and proper manner and to supply and require the use of respirators where employees must work outside of equipment cabs or control rooms in dusty conditions.

In recognition that a proper dust control program requires the co-operation of employees, it is understood that machinery operators will take all reasonable steps to ensure the cleanliness of their operating cabs and treat cab doors, seals and pressurizing equipment with due care in order to maximize the effectiveness of the pressurizing system. It is also understood that equipment operators will inspect, clean and change cab filters as required, and report defective components of the pressurizing system to their supervisors.

It is further understood that the Union will provide its full support to the program and assist in the objectives outlined through education and promotion of the contents of this article.

**16.21**

- (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.

Likewise whenever possible the Union shall provide the Company with copies of claim related information it submits to the Workers' Compensation Board.

**16.22** 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 opportunity to discuss the dispute before the paper work is sent to the Workers' Compensation Board.

**16.23**

**(a)** It is recognized that Safety Complaint Forms are a legitimate manner in which to bring safety concerns to the attention of the Company.

Prior to presenting such a form the employee must have discussed the matter with his Supervisor and have given him an opportunity to respond. The employee may have a safety representative present during these discussions. Should this response be unsatisfactory and a Safety Complaint Form is filed, the Company will respond in writing.

**(b)** The Company will provide written response within seven (7) business days or a date mutually agreed upon. Copies of all replies will be sent to the Union.

**(c)** Failing satisfactory settlement the matter will be referred to the Joint Safety, Health and Environment Committee.

**16.24** The parties recognize the benefits of a Modified Return to Work Program for employees recovering from both work related and non-work related injuries/sickness, as well as the benefit that flows to the Company and Union.

The parties will continue to endorse the existing Program, and will review and recommend changes where necessary for the successful operation of this Program. Any meetings will be on an as required basis and will include the Union Executive member, and where necessary, a crew safety representative.

**16.25** The Joint Safety, Health and Environment Committee will review new products prior to being used if they may be harmful to employees.

If a less harmful product is available, the Committee shall make a recommendation to substitute.

**ARTICLE 17:  
HEALTH AND WELFARE**

**17.01** The Company agrees to pay the full cost of providing the benefits set out below for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee meets the eligibility requirements for enrollment. Coverage provided is subject to the terms of the respective insurance policies.

**(a)** Medical Service Plan of British Columbia and Alberta\*

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

**(b)** Prescriptions/Medi-Care Supplement\*

After \$10.00 deductible, pays 100% of prescription drugs;

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

**(c)** Vision Care\*

The maximum amount payable is \$125.00.

**(a)** for persons under age 18 during any 12 month period;

**(b)** for persons age 18 and over during any 24 month period.

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

**(d)** Dental Plan\*

Plan A - Basic Dentistry - 100% coverage

Plan B - Crowns, Bridges - 80% coverage

Plan C - Orthodontics - 50% coverage

The maximum coverage for Plan A & B combined is \$1,700.00 per year per person.

The maximum coverage for Plan C is \$1,800.00 per lifetime per person.

Effective upon completion of the probationary period.

**(e)** Weekly Indemnity

Weekly benefit of \$600.00, or at no time less than Unemployment Insurance Benefits.

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

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

Employees off on Weekly Indemnity who experience undue delay in receiving benefits through no fault of their own, may, upon signing a promissory note assigning the benefit cheque to the Company, receive an advance on such benefit. Advances will be issued if the benefit cheque is not received by the end of the first two weeks following submission of claim form.

**(f)**     Long Term Disability Benefit

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

Benefits shall be the difference between the Company payment of \$1,400.00 per month and the total of all payments made by the Government (calculated monthly) to such disabled employees.

**(g)**     Life Insurance and Accidental Death and Dismemberment

Life Insurance:                 - \$50,000

Accidental Death and Dismemberment:     - \$50,000

Eligible on date of hire.

\*includes qualified dependents

**17.02**

**(a)**     A summary of the benefits plan will be provided to each employee.

**(b)**     A copy of the benefits master plan will be provided to the Union office.

**17.03**   An employee with one full year of seniority who is laid off and does not select severance or is mandatorily retired by the Company will be provided with Medical Service Plan (as provided for in 17.01(a) and Life Insurance and Accidental Death and Dismemberment (as provided for in 17.01(g)), for a period of three (3) months from the effective date of his lay off or retirement. This benefit will be provided only if allowed by the current insurance carrier.

**ARTICLE 18:**  
**GENERAL PROVISIONS**

**18.01**

(a) Unless advised of changes, any registered mail required to be given to the Company under the terms of this agreement shall be addressed to the:

General Manager  
Quintette Operating Corporation  
Box 1500  
Tumbler Ridge, B.C.  
V0C 2W0

(b) Unless advised of changes, any registered mail required to be given to the Union under this agreement shall be addressed to:

United Steelworkers of America  
Local Union 9113  
Box 1810  
Tumbler Ridge, B.C.  
V0C 2W0

(c) Any registered mail shall be deemed to be given on the next business day following the day of mailing. The registration receipt shall establish the date of mailing.

**18.02**

(a) An employee who is laid off for a period of more than two (2) weeks or is terminated by the Company will be paid all wages forthwith.

(b) An employee who gives seven (7) days notice of termination shall be paid all wages no later than two (2) business days from his last day worked.

(c) An employee who gives less than seven (7) days notice of voluntary termination shall be paid all wages no later than six (6) days from his last day worked.

(d) Where it is determined that an employee is not in receipt of his full wages for a pay period he will, upon request, be reimbursed within two (2) business days from the time that such determination is made.

**18.03** The Company and Union agree to hold Union Management meetings on a monthly basis if requested by either party, the purpose of which is to encourage communications at regular intervals to solve problems and discuss subjects of mutual interest. In any event the meetings will be held at least once quarterly.

The Committee will consist of a maximum of two (2) members from each party. The agenda for the meeting will be established at least one week prior to the meeting date.

Employees shall suffer no loss of regular earnings while in attendance at such meetings. Attendance at such meetings outside regular work hours, will be paid at regular straight time, with the exception of the Local President while on leave.

**18.04**

(a) The lunchrooms provided will be maintained in a clean condition.

(b) Washrooms will be provided and maintained in a clean and sanitary condition.

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

**18.06**

(a) The Company will provide a tool allowance each year to tradesmen as follows:

	<u>January 1st</u>	<u>July 1st</u>
Millwright	\$250.00	\$250.00
H.D. Mechanic	\$250.00	\$250.00
Electrician	\$200.00	\$200.00
Sprinkler Fitter	\$200.00	\$200.00
Welder	\$150.00	\$150.00

This allowance will be paid on the first pay period following each of these dates.

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

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

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

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

**18.08** Union/Management Committee members (as outlined in 18.03), and all regular members of the Joint Committee (as outlined in Article 16.03(e)), who are requested to attend these meetings with the Company, shall be granted a four (4) hour leave of absence with pay either at the end of the shift immediately prior to, or at the commencement of the shift immediately following such meetings.

**18.09** Rules and regulations of the Company will not be inconsistent with the terms of this Agreement.

Prior to the implementation of rules and regulations related to the terms of this Agreement, or the change thereof, the Company will discuss these matters with the Union before posting them on the appropriate bulletin boards.

**18.10** The Company will bear the cost of printing the collective agreement and will provide all employees with a copy as soon as they are available.

**18.11** The Company will make available a reasonable number of collective agreements to the Union.

**18.12** Upon request by the Union, the Company will implement a payroll deduction to collect monies from employees to be used to provide financial assistance to other employees or their families.

**18.13** The present practice with regards to mutual shift exchanges will be continued.

**18.14** The Company and Union agree that continued support of the Employee and Family Assistance Program is beneficial and therefore agree to maintain the highest level of co-operation for the continued development of the program.

**18.15 Joint Savings Plan**

**(a)** This is an optional benefit plan which employees may join during the first three (3) months of employment and thereafter during February and August of each year.

**(b)** Employees contribute monies in increments of 1% of straight time basic earnings (through payroll deductions) drawing an employer contribution as per the following table:

<u>Years of Service</u>	<u>Employee Contribution</u>	<u>Company Contribution</u>
Up to 1 year	1 - 4%	20%
1 - 2 years	1 - 4%	40%
2 - 3 years	1 - 4%	60%
3 - 4 years	1 - 4%	80%
4 - 5 years	1 - 4%	100%
5 - 6 years	1 - 5%	100%
6 - 7 years	1 - 5%	100%
7 - 10 years	1 - 6%	100%
10+ years	1 - 6.5%	100%

**(c)** For the purpose of the above, employees contributions will include their Vacation Entitlement based on the following formula: Number of hours of entitlement times the base rate at the time of vacation times the percentage the employee is contributing. The Company will contribute as in the table provided.

**(d)** Contributions may be directed to a Non-registered and/or Registered (RRSP) account. Within each account employees may choose to invest in a Savings, Equity and/or Income fund. Employees may change investment options up to four (4) times annually. The reference to changing investment options up to four (4) times annually will mean not more than once each quarter.

**(e)** The employee has immediate ownership of the Company contribution and investment income as well as his own contribution.

**(f)** Every twenty-four (24) months the employee can make a withdrawal of funds without penalty. If an employee makes more than one withdrawal (excluding emergency withdrawals), in a twenty-four (24) month period, an automatic six (6) month suspension of company contributions is applied. For the purpose of this clause the twenty-four (24) month period will commence on the date of joining the plan and recommence every two (2) years from that date.

**(g)** Emergency withdrawals can be made without penalty as a result of the death of a family member (as per article 15.02 (a) of the Collective Agreement), for emergency medical situations and for layoff of more than seven (7) days.

For the purpose of this clause emergency medical situations are defined as:

**(i)** when a plan member or dependent is referred by a doctor to a major center for nonelective surgery or treatment;

**(ii)** when a plan member or dependent is referred to a hospital in the local area, (Peace River District) for a period of seven (7) days or longer.

**(h)** The current value of the Savings Plan account will be paid to the employee upon his leaving the Company; or will be paid to the employee's beneficiary upon his death.

**(i)** The Company agrees that excess funds will be distributed amongst the plan participants on a pro-rata basis, on May 31st of each year of the plan.

Excess funds is defined as the difference between the amount actually paid by the Company into the Savings Plan and the amount the Company would have been required to contribute had all employees made maximum contributions.

**(j)**

**(i)** For the purpose of (i) above, a plan member is defined as an employee who has made one or more contributions, through payroll deduction, to the plan during the twelve (12) month period ending May 31st of each year of the plan, and is an employee of the Company on the May 31st distribution date.

**(ii)** For the purpose of calculating entitlement to the excess funds, a plan member will receive one (1) point for each month he contributes, through payroll deduction, to a maximum of twelve (12) points in any one year ending May 31st.

**(iii)** In order to qualify for a point, an employee must be enrolled as a plan participant prior to the 15th day of the month.

**(iv)** The total amount of excess funds will be divided by the total number of plan participant points to determine the value of a point. The distribution of the excess funds will be done within one month of May 31st of each year of the plan. Excess funds will be distributed to each plan participant in the form of a contribution to the Savings Plan.

**(k)**

**(i)** Should an employee be discharged and subsequently reinstated with back wages, and was a plan member at the time of his discharge, he will have deducted, unless otherwise directed, the amount equal to the total of employee contributions, if he had been at work during the period between discharge and reinstatement.

- (ii)** In the event of (i) above, the Company will also contribute as if the employee was at work.
- (iii)** The calculations in (i) and (ii) above will be pro-rated in the event of a partial back wages award or agreement.
- (l)** When a plan members' anniversary of years of service changes, resulting in an increased employee contribution, he must inform the Plan Administrator in the preceding February or August that he wants to change his contribution to the revised level. If he fails to instruct the Plan Administrator, his contribution will remain at the same level prior to his anniversary date. The Company contribution will automatically be adjusted to reflect the increase, if applicable.
- (m)**
- (i)** Employees who are in receipt of disability payments resulting from a Workers' Compensation claim, or who are on approved leave as provided for in Article 15.01(c), (d) and (e), (excluding International Representative) of the Collective Agreement, may make contributions up to the amount that would have been permitted if they had been at work. If they make contributions, the Company will match as per the table outlined in (b) above.
- (ii)** If an employee chooses to exercise this option, he must make contributions within one (1) month of returning from his Workers' Compensation absence, or approved leave of absence, or in the case of long term leaves, (exceeding one (1) month) employees must make contributions on a month-by-month basis.
- (iii)** Employees participating in the Savings Plan that are on Weekly Indemnity may continue to contribute to the Savings Plan. However, the Company will not be required to match contributions as in (b) above.
- (n)** An employee who is laid off during the plan year, June 1st to May 31st, will be considered a plan participant on the May 31st distribution following his lay-off, provided he has made one (1) or more contributions during the plan year.
- (o)** Employees participating in the Savings Plan may contribute in excess of the contribution level in (b) above. However, the Company will only be required to contribute to the level as in (b) above.

**18.16** For the purpose of International Aid and Development, the Company agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked, and on an annual, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to

advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four weeks following ratification of this agreement or at any time thereafter.

**18.17** Upon submission of a receipt, employees will be reimbursed the cost of new work boots to a maximum of \$125.00 in each calendar year.

**ARTICLE 19:**  
**LEADHANDS**

The parties agree that the use of Leadhands is beneficial to both employee(s) and the Company when they are not subject to abuse or misunderstanding.

It is further agreed that a Leadhand primarily acts as a leader of a group of employees working on similar or related work under the direction of a salaried employee. Leadhands may also replace a supervisor when absent, provided he has obtained his shiftboss or supervisor certification.

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

The Leadhand functions as a leader and is differentiated from a supervisor in that he is responsible for the correct completion of work but not for disciplinary action or other personnel matters.

Leadhands will be selected by the Company at the Company's discretion.

During the period that an employee is acting as a Leadhand, he will be paid a premium of \$1.50 per hour for all hours worked, but will not be eligible for overtime except as a Leadhand.

After completion of his term, a Leadhand will be returned to the job previously held prior to taking up the Leadhand position.

The Company will supply to the Union an up-to-date list of Leadhands indicating the starting date and the date of his removal from Leadhand position.

**ARTICLE 20:**  
**DURATION OF AGREEMENT**

**20.01** This Agreement shall commence on date of ratification. It shall continue in full force and effect to and including December 31<sup>st</sup>, 2004 and thereafter year to year unless either Party gives written notice, within (90) ninety days prior to the expiry date or of any subsequent anniversary date thereafter, requiring the other Party to commence collective bargaining with the intent of concluding a renewal agreement.

**20.02** Should either Party give written notice to the other Party pursuant to Section 20.01, this Agreement shall thereafter continue in force and effect until the Union gives notice of strike or the Company gives notice of lockout in accordance with the Labor Relations Code of British Columbia, or the Parties conclude a renewal Agreement.

**20.03** The operation of Section 50(2) and 50(3) of the Labor Relations Code of British Columbia is hereby excluded.

**ARTICLE 21:**  
**CHANGE IN JOB CONTENT**

**21.01**

**(a)** If any new job classifications are established or if there is a substantial change in the job content on any job classification set forth in this Wage Schedule or if any job classifications have been overlooked in this Wage Schedule the Parties agree to negotiate a rate for the jobs in question and where required elect a suitable job title.

**(b)** If the parties are unable to reach agreement on a dispute as to whether or not there is a substantial change in job content the dispute shall be settled by arbitration.

**ARTICLE 22:**  
**TECHNOLOGICAL CHANGE**

**22.01**

**(a)** It is recognized that the introduction of technological change may become necessary for the purpose of monitoring processing, for the viability of the Company and the security of its employees. But both parties also recognize the necessity to reduce the effect of these changes on employees security and earnings.

**(b)** For the purpose of this agreement technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which alters the material, process, methods or organization that affects one or more employees in the bargaining unit through lay-off, demotion, or transfer to a different job classification.

**(c)** The Company shall, prior to the introduction of any technological change, provide notice to the Union at a meeting which shall be held at least four months before implementation of the change. The Company will hold meetings with the Union, as requested, for the purpose of discussing and implementing opportunities for re-training or transfer of employees affected by the change, reviewing the effects the change will have on employees and discussing alternatives, and reviewing methods of job placement assistance in the event of lay-offs.

The notice referred to will include the nature of the change, the proposed date of the change, the names, classifications, and locations, of the employees directly affected by the change, and an outline of other aspects of employment the technological change may impact upon.

**(d)** An employee who is initially given notice of layoff, demotion, or transfer as a direct result of the introduction of a technological change may:

**(i)** Fill any available vacancy for which he has seniority and which he is able to perform; or

**(ii)** Displace another employee with less seniority provided he is able to perform the job; or

**(iii)** Be given retraining for new positions that arise as a direct result of the technological change provided those employees have the required qualifications and experience to satisfactorily undertake and complete the required training within 60 days. The requirements of the job posting provisions will be waived with respect to the filling of any such new positions. During training the employees previous rate will be maintained and upon satisfactory completion of that training, the employee will receive the rate of pay for the job in which he is being trained.

**(iv)** Where an employee is able to provide proof of previous experience in a position he is applying for under this clause, he will be provided with a familiarization period of up to one (1) shift cycle. Such proof of experience will not be required for laborer positions.

**22.02** The Company will co-operate with the Provincial or Federal Government and participate in every way possible in training or retraining of employees affected by technological change. This shall include educational leaves of absence for retraining, if required.

**APPENDIX A**

<b>CLASSIFICATIONS</b>	<b>WAGES (per hour)</b>		
	<b>May 13<sup>th</sup> 2002</b>	<b>Jan 1<sup>st</sup> 2003</b>	<b>Jan 1<sup>st</sup> 2004</b>
1. Trades (Certified)	27.00	27.67	28.37
2. Warehouse Person (Certified)	26.44	27.11	27.78
3. Shovel Operator (Cable) Crane (100 + Tons, Mobile) Fourth Year Apprentice	25.80	26.44	27.11
4. Rotary Drill Operator Uncertified Trades	24.63	25.25	25.88
5. Front End Loader Operator (+ 12 yds) Road Crew Operator Third Year Apprentice Utility Man 1	23.97	24.57	25.19
6. Dozer/Grader/RTD Operator Road Crew Operator 1 Backhoe Operator Maintenance Support Operator	23.44	24.03	24.63
7. Haul Truck Utility Man 2 Second Year Apprentice	22.64	23.21	23.79
8. Lube Service First Year Apprentice	21.83	22.38	22.94
9. Steam Truck Operator	21.46	22.00	22.55
10. Steam Bay Attendant	20.24	20.75	21.27
11. Laborer	19.07	19.54	20.03

Inter-provincial, Provincial, and Territorial trade certificates will be recognized.

May 9, 2002,

Mr. Rob MacKay  
President  
United Steelworkers of America  
Local 9113  
P.O. Box 1810  
Tumbler Ridge, B.C.  
V0C 2W0

Dear Rob:

This letter will confirm our agreement reached at negotiations regarding the **Joint Savings Plan**.

During this agreement, if the administrative support is insufficient to carry on the Joint Savings Plan as outlined in article 18.15, the Company will provide the Union with one month's notice of its discontinuance, and article 18.15 will no longer be in effect.

In place of the savings plan, the Company will pay to employees a percentage of basic straight time earnings each pay period according to the schedule outlined below

<u>Years of Service</u>	<u>Company Contribution</u>
Up to 5 years	4%
5 - 7 years	5%
7 - 10 years	6%
10+ years	6.5%

Employees will have the option of having the Company's contribution directed to an RRSP with VanCity Savings or receive it in cash payment. Any contributions made to an RRSP are subject to the terms and conditions of VanCity Savings and Credit Union. Employees may also contribute an amount, through payroll deduction, into the RRSP equal to the Company contribution.

Yours truly,  
Quintette Operating Corporation

Rob Scott  
Mine Manager

**LETTER OF UNDERSTANDING**

By and Between

**QUINTETTE OPERATING CORPORATION**

**and**

**UNITED STEELWORKERS OF AMERICA**

With respect to our discussions during negotiations, this letter will confirm our understanding of the use of counseling letters to employees.

The purpose of these letters is to formally follow-up a discussion between supervisor and employee, where the supervisor has outlined a problem with the employee's behavior or performance and has sought to remedy the situation, and if corrected making discipline unnecessary.

These letters are to clearly reflect the contents of the discussion and it is understood that these letters are not considered disciplinary.

FOR THE COMPANY

R. G. Scott

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FOR THE UNION

Rob MacKay

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May 9, 2002

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(The Union)**

**Re: Call-Outs**

When call-out work is performed, there will be an elapsed period of eight (8) hours between the end of the call-out and the employee's next regularly scheduled shift. If the regular shift begins before the expiration of this period, the employee's regular earnings will be maintained, to a maximum of eight (8) hours.

In the event that an employee is called out to work within four (4) hours of the commencement of his regularly scheduled shift, the parties agree that the employee, after arrangements with his supervisor, may leave work after having worked a total of hours equal to his regularly scheduled shift. It is understood that any such leave will be without pay.

**FOR THE COMPANY**

R. G. Scott

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**FOR THE UNION**

Rob MacKay

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\_\_\_\_\_

May 9, 2002

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(The Union)**

**Re: Permanent Lay-offs**

In recognition of the concerns expressed by the Company, the Parties agree that in the event notice of layoff is given, which will result in the termination of employment of fifty (50) or more employees in any two (2) month period, Article 9.08 (a, b, c and d) will not apply, except in respect to the severance entitlement.

In this instance only the provisions of the Employment Standards Act will be followed.

**FOR THE COMPANY**

R. G. Scott

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**FOR THE UNION**

Rob MacKay

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May 9, 2002

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(The Union)**

**Re: Christmas Day, Boxing Day and New Year's Day**

With respect to our discussions during negotiations, this letter will confirm our understanding regarding employee scheduling for the above noted statutory holidays.

The Company will give two (2) weeks notice whether or not the operations will work on these days. In the event of reduced operations, the Company will, from the crews normally scheduled to work, provide the senior qualified employees the option to work. Failing sufficient manpower, the employees with the least seniority on the crew, who are qualified, will be required to work.

It is further recognized that "one-way" mutuals will be permitted amongst qualified employees for these shifts.

The parties also agree that for Christmas Day, Boxing Day and New Year's Day, only, that these statutory holidays will commence at the conclusion of day shift on the eve of the statutory holiday and terminate twenty four (24) hours thereafter.

**FOR THE COMPANY**

R. G. Scott

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\_\_\_\_\_

**FOR THE UNION**

Rob MacKay

\_\_\_\_\_  
\_\_\_\_\_

May 9, 2002

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(The Union)**

**Re: Final Closure of the Mine**

The parties agree that the dismantling of the mine may be done by bargaining unit employees, provided the employees have the skills to do the work safely and the Company has the expertise, tools, and equipment and manpower to do the work.

This will not apply in situations where the Company has sold, and is no longer the owner of the equipment, buildings, infrastructure, etc. In these situations, the Company will encourage the owner or contractor on site, to hire laid off employees to do the work.

The parties agree to discuss the practicability of any projects that may be undertaken and commit to explore all options that will permit employees the opportunity to work.

All concerns involving this work will be referred to the Joint Union/Management Committee referred to in Article 18.03.

**FOR THE COMPANY**

\_\_\_\_\_  
R.G. Scott  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
Rob MacKay  
\_\_\_\_\_

May 9, 2002

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(The Union)**

**Re: Duty to Accommodate**

The Company recognizes it's duty to accommodate employees with disabilities. Accordingly it is agreed that where an employee may be absent due to non-occupational sickness or accident for a period of one hundred and four (104) weeks, the Company will make every reasonable effort to provide the employee with suitable employment, provided such employment would not cause undue hardship to the Company.

The Union agrees to assist the Company during this process by making recommendations that may help the disabled employee return to the workplace. If the Company is unable to accommodate the employee, after making every reasonable effort, it may take whatever actions it deems appropriate up to and including discharge of the employee as per Article 9.05(g).

**FOR THE COMPANY**

R.G. Scott

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

Rob MacKay

\_\_\_\_\_  
\_\_\_\_\_

May 9, 2002

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(The Union)**

**Re: Modified Return To Work Program and Alternate Work Assignments**

Either the Company or the Union may recommend a candidate who has been absent from the workplace for more than eight (8) weeks, whether for occupational or non-occupational medical reasons.

Upon recommendation from either party, the Company, the Union and the employee agree to meet prior to the employee's return to the workplace.

Based on the employee's attending physician's input, the employee's present physical capabilities and their present skills and abilities, the parties will review the return to work to ensure the proposed assignment is consistent with medical circumstances.

Normally the employee where possible will be returned to his classification, however, if the employee cannot return to his regular classification the parties will review and discuss alternate work assignments.

It is agreed the Workers' Compensation Board or other outside medical resources can be of assistance in considering the above circumstances.

Union representatives involved in such meetings will suffer no loss of regular earnings while in attendance at such meetings. If attending on their days off, they will receive their regular straight time rate for actual hours spent at the meeting. Such hours will not be used for the calculation of overtime.

**FOR THE COMPANY**

R.G. Scott

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

Rob MacKay

\_\_\_\_\_  
\_\_\_\_\_

May 9, 2002

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**QUINTETTE OPERATING CORPORATION  
(The Company)**

**AND**

**UNITED STEELWORKERS OF AMERICA LOCAL 9113  
(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 offer on May 9, 2002.

Terms and conditions are effective on date of ratification and include:

1. A five-hundred dollar (\$500) signing bonus for employees on the active payroll on the date of ratification; a total of eleven (11) employees.
2. A five-hundred dollar (\$500) lump sum payment for those same eleven (11) employees on January 1 2003, provided they have seniority on January 1 2003.

Signed this \_\_\_\_ day of May, 2002 at Tumbler Ridge, B.C.

**FOR THE COMPANY**

**FOR THE UNION**

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\_\_\_\_\_

MEMORANDUM OF AGREEMENT

BETWEEN  
 QUINTETTE OPERATING CORPORATION  
 (The Company)  
 AND  
 UNITED STEELWORKERS OF AMERICA, LOCAL 9113  
 (The Union)

Detailed below is an agreement reached between the Company and the union on a new shift schedule, to take effect after coal production ends and reclamation begins.

The following schedule will apply to Mine Operations employees.

This schedule is 12 hours per day based on a work cycle which average 40 hours per week over a 6 week period.

In respect to overtime calculations for the shift schedule outlined below, on and one-half (1 ½) time the employee's regular hourly rate shall be paid for:

- the first eight (8) hours worked on a schedule rest day.

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

- time worked in excess of twelve (12) hours per day.
- time worked in excess of eight (8) hours on a schedule rest day.
- time worked in excess of forty-eight (48) hours per week.

	<b>Shift</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Week 1	D/S	A	A	A	A			
	N/S	B	B	B				
Week 2	D/S	B	B	B	B			
	N/S	A	A	A				
Week 3	D/S	A	A	A				
	N/S	B	B	B				
Week 4	D/S	B	B	B	B			
	N/S	A	A	A				
Week 5	D/S	A	A	A	A			
	N/S	B	B	B				
Week 6	D/S	B	B	B				
	N/S	A	A	A				

FOR THE COMPANY

R.G. Scott

FOR THE UNION

Rob MacKay