

**COLLECTIVE AGREEMENT BETWEEN  
AFTON OPERATING CORPORATION  
AND  
UNITED STEELWORKERS OF AMERICA  
LOCAL 8637**

**Effective July 07, 1994**



# CONTENTS

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	<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 1</b>	<b>RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>2</b>
<b>ARTICLE 3</b>	<b>UNION SECURITY.....</b>	<b>4</b>
<b>ARTICLE 4</b>	<b>NO STRIKES - NO LOCKOUTS.....</b>	<b>5</b>
<b>ARTICLE 5</b>	<b>PROCEDURE FOR SETTTLING DISPUTES.....</b>	<b>5</b>
<b>ARTICLE 6</b>	<b>ARBITRATION.....</b>	<b>8</b>
<b>ARTICLE 7</b>	<b>OFFICERS, COMMITTEES AND STEWARDS.....</b>	<b>10</b>
<b>ARTICLE 8</b>	<b>SENIORITY.....</b>	<b>12</b>
<b>ARTICLE 9</b>	<b>PROMOTION, DEMOTION AND LAYOFF.....</b>	<b>15</b>
<b>ARTICLE 10</b>	<b>SAFETY AND HEALTH.....</b>	<b>20</b>
<b>ARTICLE 11</b>	<b>HOURS OF WORK.....</b>	<b>24</b>
<b>ARTICLE 12</b>	<b>OVERTIME AND SPECIAL PAY.....</b>	<b>27</b>
<b>ARTICLE 13</b>	<b>STATUTORY HOLIDAYS.....</b>	<b>32</b>
<b>ARTICLE 14</b>	<b>VACATIONS.....</b>	<b>34</b>
<b>ARTICLE 15</b>	<b>LEAVES OF ABSENCE.....</b>	<b>35</b>
<b>ARTICLE 16</b>	<b>DISCIPLINE AND DISCHARGE.....</b>	<b>37</b>
<b>ARTICLE 17</b>	<b>HEALTH AND WELFARE.....</b>	<b>38</b>
<b>ARTICLE 18</b>	<b>GENERAL PROVISIONS.....</b>	<b>41</b>
<b>ARTICLE 19</b>	<b>APPRENTICESHIP PROGRAM.....</b>	<b>42</b>
<b>ARTICLE 20</b>	<b>DURATION OF AGREEMENT.....</b>	<b>44</b>
<b>ARTICLE 21</b>	<b>CHANGE IN JOB CONTENT.....</b>	<b>45</b>
<b>ARTICLE 22</b>	<b>TRAINING.....</b>	<b>45</b>
<b>ARTICLE 23</b>	<b>LEADHANDS.....</b>	<b>48</b>
<b>ARTICLE 24</b>	<b>TEMPORARY EMPLOYEES.....</b>	<b>50</b>
<b>APPENDIX A</b>	<b>WAGE SCHEDULE.....</b>	<b>51</b>
<b>APPENDIX B</b>	<b>PLANT DEPARTMENT LINES OF PROGRESSION.....</b>	<b>52</b>
<b>APPENDIX C</b>	<b>MILL DEPARTMENT LINES OF PROGRESSION.....</b>	<b>53</b>
<b>APPENDIX D</b>	<b>MINE DEPARTMENT LINES OF PROGRESSION.....</b>	<b>54</b>
<b>LETTERS OF UNDERSTANDING:</b>		
	<b>TERMINATION OF EMPLOYMENT AFTER PROLONGED ABSENCE.....</b>	<b>55</b>
	<b>MEMORANDUM OF AGREEMENT.....</b>	<b>56</b>
	<b>FINAL CLOSURE OF THE MINE.....</b>	<b>57</b>
	<b>SHIFT SCHEDULES . . . . .</b>	<b>58</b>



AGREEMENT BETWEEN

AFTON OPERATING CORPORATION  
(hereinafter referred to as the Company)

AND:

UNITED STEELWORKERS OF AMERICA LOCAL 8637  
(hereinafter referred to as the Union)

**PREAMBLE**

WITNESSETH:

The Parties agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreement concerning rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a method for the orderly adjustment of difference and grievances.

In consideration of the mutual covenants and agreements herein set forth, the Parties hereto have mutually agreed as follows:

**ARTICLE 1  
RECOGNITION**

- 1.01** (a) The word "employees" as used in this Agreement means "employees at the mine and mill complex located approximately ten (10) miles west of Kamloops, B.C., except supervisors, office, clerical, technical, engineering and geological staff and security guards".
- (b) 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 recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.01.
- 1.03** The Company recognizes that it is not normally the function of persons of or above the rank of Foreman to perform work which is normally performed by employees in the bargaining unit except under emergency conditions, for purposes of testing or training or to assist employees for short periods of time where bargaining unit employees are not readily available and it is necessary to perform those duties to ensure work is being done safely and production is not interfered with.
- 1.04** Designated Individuals - it is expressly understood and agreed that notwithstanding anything in this Article contained, the Company shall have the right from time to time to designate to the Union individuals who agree to be given special experience or training in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company not exceeding at any one time four percent (4%) of the employees; and to promote and demote such individuals and direct their efforts from time to time, free from any limitations provided for in this Article, provided, however, that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee, and further that any such designation of individuals will last for a period of no more than six (6) calendar months. Staff members named under this clause will be placed with the regularly assigned employee who will familiarize the staff member with his job function. This familiarization shall not be used to replace any employee.

## **ARTICLE 2 MANAGEMENT RIGHTS**

- 2.01** The Union agrees that the Company has a right to manage and operate its mines, plants and business. This right includes, but is not limited to: hiring and directing the work force, the right to retire, promote, demote, transfer, schedule, lay off employees, and to discipline, suspend and discharge employees for just cause; the assignment of work and the determination of job content; the

determination of qualifications of an employee to perform work; the methods, processes and means of production; the right to decide whether to operate any of its plants or properties or any parts thereof; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's plants, equipment, products and operations. All the foregoing is subject to the terms of this Agreement.

**2.02** The Company agrees it will not contract out work normally performed by bargaining unit members on company premises if such work would result in laying off, demoting, or deferring the recall of bargaining unit employees.

This provision will not apply to any activity or work related to the closure of the mine.

The Company will notify the Union prior to any planned contracting out of work of the name of the contractor, nature of the work to be performed, number of employees and duration.

Concerns regarding contracting out will be referred to the Joint Union/ Management Committee referred to in Article 18.07.

Terms of reference for the Committee shall be:

- (a) Preview major work expected to be contracted out, and explore possible alternatives taking into consideration the efficiency of the operation, the urgency of the work, and availability of equipment, skills and manpower.
- (b) Review contracted work with the view to what other options may have been possible and practicable.
- (c) To make recommendations to the Company respecting contracting out of work as set out in (a) and (b) above.

**2.03** This article shall not be used in a discriminatory manner against any employee or group of employees, and the management rights under this Article shall not be exercised in any way inconsistent with or contrary to any of the terms or provisions of this Agreement.

**ARTICLE 3  
UNION SECURITY**

- 3.01** (a) Each employee, as a condition of his continued employment or of his hiring, must authorize the Company in writing to deduct the Union dues and death benefits from his pay. The authorization shall be in a form agreed to between the Company and the Union.
- (b) The Company agrees that as a condition of continued employment, every employee covered by this Agreement will become a member of Local 8637 and remain a member in good standing.
- (c) The Company agrees that any present employee of the Company, who, at the date of the signing of this Agreement is a member of the Union, or any employee who hereinafter during the term of this Agreement becomes a member of the Union, will, as a condition of continued employment, maintain membership in the Union in good standing.
- 3.02** (a) The Company agrees to deduct from each employee who has authorized such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers of America. Such deductions shall appear on each employee's annual Statement of Remuneration (T4 form).
- (b) Death benefit dues will be deducted once per month upon proper authorization from the employee.
- 3.03** The amount equivalent to Union dues, as specified shall be deducted each month for each employee who is in the employment of the Company prior to and including the 15th day of such month. Deductions shall be made from any employee's pay due for payment on the second pay day of the month. All monies so deducted shall be forwarded along with a completed Summary of Union Dues (Form R115 USWA) each month by the Company as follows:

International Secretary-Treasurer

United Steelworkers of America  
Unit D Box 34223  
Vancouver, B.C. V6J 4N1

A duplicate itemized statement (R115 USWA) shall be forwarded as follows:

United Steelworkers of America  
Local 8637  
#1 - 351 Seymour Street  
Kamloops, B.C. V2C 2G2

- 3.04** The Union agrees to indemnify the Company and save it harmless against any claim which may arise in complying with the provisions of this Article.
- 3.05** The Company agrees that there shall be no discrimination against any employee by reason of his legitimate activities as a member of the Union.

#### **ARTICLE 4 NO STRIKES - NO LOCKOUTS**

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

#### **ARTICLE 5 PROCEDURE FOR SETTLING DISPUTES**

- 5.01** (a) The parties agree that it is desirable that any complaints or grievances should be resolved as quickly as possible. Employees are therefore urged to try to settle their complaints with their Foreman as soon as they occur.
- (b) The Company agrees to meet any of its employees, 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 time shall be considered as time worked. In the event of any such meeting between any employee(s) and Company representatives that occurs outside regular working hours, such employee(s) shall be paid their regular straight time hourly rate for the period of the meeting. All time spent during these meetings shall be considered as time worked. Such meetings shall be held at a mutually agreeable time.
- (c) Prior to the submission of a grievance, it is normally expected that the steward will meet with his foreman and attempt to resolve the matter.

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

Step One Within ten (10) days after the alleged grievance having arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee and his Steward may present the grievance in writing to his Foreman. Failing settlement to the employee's satisfaction within seven (7) days, the employee may process the grievance to Step 2.

Step Two Within seven (7) days from the time settlement should have been made in step one, the employee, accompanied by his Steward, or a member of the Grievance Committee, may present the grievance in writing to his General Foreman. Failing a satisfactory settlement or reply within seven (7) days, the employee may process the grievance to Step 3.

Step Three Within seven (7) days from the time settlement could have been made within the time limits of the previous Step, the employee, accompanied by his Steward, Chief Steward, Grievance Chairman, and/or Union President or designates thereof, and if requested a representative of the International Union may take the matter up with the Department Superintendent or his designate. Prior to submission to the Department Superintendent there shall be a written statement outlining the nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated. Failing satisfactory settlement or reply within seven (7) days the matter may be referred to arbitration within thirty (30) calendar days.

**5.03** Where Step 3 has been exhausted and the matter has been referred to arbitration, the Local Union President or his designate and the Company representative may without prejudice attempt to resolve the matter.

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

If a grievance is not advanced through the Steps of the grievance procedure within the specified time limits, 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.

**5.05** Answers shall be given in writing to the grievor on a first, second and third stage grievance and a copy shall be sent to the union.

**5.06** If it is not practical to follow the steps in the Grievance Procedure because some department may have no Company or Union representative or the Company or Union representative is not available, then by mutual consent the next step may be proceeded to.

**5.07** The grievance procedure shall be carried out on the Company's property or at such other place or time as the Union and the Company shall mutually agree

upon. The Company and Union agree to schedule meetings in advance for grievances submitted at Step 3.

- 5.08** If it is necessary for a Steward or other employee(s) to take time off during working hours in connection with a grievance, he must notify his foreman and they must arrange a mutually satisfactory time. Time off shall not be unreasonably withheld.
- 5.09** If an alleged violation of this Agreement affects more than one employee or affects the interests of the Union as a party to the Agreement, the Union may sign and file the grievance on behalf of the employee(s) specifying the alleged violation of the Agreement and if identifiable, specifying name and department. Such grievance shall be presented at Step 2.
- 5.10** The provisions of Section 96 (1) of the Industrial Relations Act are specifically excluded from this Agreement.

## **ARTICLE 6 ARBITRATION**

- 6.01** After reference to Arbitration or Section 103 the Parties agree to the following procedure:
- (a) The Union President or his designate and the Employee Relations Superintendent will review such cases and attempt to work out mutually satisfactory settlements.
  - (b) All such attempts shall be conducted after Stage 3 has been completed and shall be without prejudice to any party before the Arbitration.
  - (c) The meetings will be scheduled when the Union President or his designate is on shift at a time of least inconvenience to the operation. He will be paid his regular rate for hours away from his job.

- 6.02** Failing a mutually satisfactory settlement between the Union President and the Employee Relations Superintendent, the grievance will be handled as a Section 103 dispute or as an Arbitration within thirty (30) calendar days.
- 6.03** The Parties agree when reference is made to Section 103 of the Labour Code of British Columbia that both Parties will meet in advance of any investigation to define the issues to the members named in 6.04. The Parties agree that the named members under Section 103 will have the powers of an Arbitrator and can make a binding decision. Both Parties further agree that should this approach to Section 103 be unsatisfactory for either party, the power to make binding decisions will be removed.
- 6.04** Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of any employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator named under 6.06 or a substitute agreed to by the Parties, shall at the request of either party:
- (a) investigate the difference;
  - (b) define the issue in the difference; and
  - (c) make written binding decision to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- 6.05** Either party may, within thirty (30) calendar days upon the completion of Step 3 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.
- 6.06** Within seven (7) days following such notice, either Party will notify one Arbitrator selected from the following list:
- 1. Vince Ready
  - 2. Stephen Kelleher
  - 3. Rod Germaine

4. Bruce Greyell
5. Dalton Larson
6. Ken Albertini

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

If none of the Arbitrators listed above are available, such other person as the parties mutually agree will be selected.

- 6.07** The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of ninety (90) days following arbitration, render his decision.
- 6.08** 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 to or against either Party.
- 6.09** Arbitration procedure shall be expedited by the Parties.
- 6.10** An Arbitrator named in accordance with this Article shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decisions contrary to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both Parties.
- 6.11** Except where specifically provided otherwise by statute, the Parties agree to abide by the provisions of Article 5 and Article 6 as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the Company shall not lockout the employees.

## **ARTICLE 7 OFFICERS, COMMITTEES AND STEWARDS**

- 7.01** The Union may choose up to a maximum of one (1) Steward from each shift in each Department and a Grievance Committee of not more than three (3) members.
- 7.02** The Union shall notify the Company in writing of the names of all officers, committeemen and stewards. The Company shall not recognize such appointments until notice is received.
- 7.03** The Union officers, grievance committee persons and stewards shall notify their Supervisors and they shall arrange a mutually satisfactory time to leave their work to attend to their duties as outlined in this Agreement. They shall be paid their regular hourly rate for the hours that they were scheduled to work if they attend meetings mutually called by the Company and the Union which are held during their regular working hours.
- 7.04** The functions of stewards and grievance committeemen are to consider, investigate and attempt to settle grievances. If, in the course of investigation of a grievance, a steward or committeeman enters a department or section of the operation other than that of their authorized work place, or if it involves the investigation of the condition of equipment, they must notify the responsible member of supervision and they shall arrange a mutually satisfactory time for such investigation. A Supervisor shall accompany the steward or committeeman to the place where the investigation is to be carried out. It is understood that the steward or committeeman upon reaching the place where the investigation is to occur, shall have the opportunity of consulting privately with the employees concerned. The Parties agree to expedite any investigations so as to have as little affect on the efficiency of the operation as possible.
- 7.05** The Company shall provide designated portions of departmental bulletin boards for the exclusive use of the Union, where officers of the Union shall post notices pertaining to:
- (a) Time, place and type of Union Meeting;
  - (b) Notices as to Union Nominations and Elections;
  - (c) List of Union Officers and Stewards;
  - (d) Notices of Union social affairs.

- 7.06** To the end of improving labour relations in the work place, Supervisors will sometime during the first shift introduce new crew members to the Shop Steward and Safety Representative.
- 7.07** Where the total manhours worked each month by bargaining unit employees is eight hundred and sixty-five (865) or greater the Company shall pay to Local 8637 seventy-two (72) hours at wage grade 1 for that month.

## **ARTICLE 8 SENIORITY**

- 8.01** Fundamentally, rules respecting seniority are made because the Parties recognize that job opportunity and security should increase in proportion to length of service. In recognition, however, of the responsibility of management for efficient operations, it is understood and agreed that, in all cases of promotion, demotion, transfer between jobs, decrease of the work force and rehiring after layoff, ability to perform the work shall apply as provided below.
- 8.02** In all cases of promotion, demotion, transfer between different jobs, layoffs, decrease of the work force and recall after layoff, a senior employee shall be entitled to preference provided that he has relatively equal qualifications and aptitudes required for the job. Determination of knowledge, efficiency and ability to perform the work and physical fitness shall be made by the Company in a just manner. The question as to whether or not the Company made such determination in a just manner shall be subject to the grievance procedure.
- 8.03** (a) All employees who have not completed three hundred and twenty (320) worked hours within a six (6) month period will be considered a probationary employee and will have no seniority rights. The Parties agree that the probationary period is an evaluation period for the Company to

see if probationers will qualify for permanent employment. During the probationary period employees may be discharged for any work related reason.

- (b) Previous employees rehired within one year of termination will be considered probationary employees for a period of two hundred and forty (240) worked hours.

**8.04** There shall be two (2) types of seniority; namely Company seniority and departmental seniority. The Company seniority of an individual means the length of his continuous service at Afton since the date of his last hiring by the Company, except as expressly provided herein. Departmental seniority means the length of an individual's continuous employment within a department as defined below, except as expressly provided herein.

**8.05** Departments for the purpose of definition will be namely:

- (a) Mine Department includes all pit equipment operators and trainees, blasting crew and primary crusher operators and helpers.
- (b) Mill Department includes all milling operators and helpers.
- (c) Plant Department includes all maintenance employees, service crews, warehouse crews, trades, journeymen and apprentices.

**8.06** Seniority will be completely lost by an employee if he:

- (a) quits, or
- (b) is discharged, and not re-instated under the terms of the Collective Agreement, or
- (c) is laid off by the Company for a period of more than:
  - (i) Six (6) months where the employee has less than six (6) months seniority at the time of lay off;

- (ii) Twelve (12) months where the employee has six (6) months or more but less than one (1) year seniority at the time of lay off;
  - (iii) Twenty-four (24) months where the employee has one (1) year or more seniority at the time of lay off.
- (d) is sent a notice of recall and fails to report within fourteen (14) days from mailing notice, unless he has contacted the Company and has received an extension which shall not unreasonably be denied.
- (e) is unable to return to work within twelve (12) months following the expiration of maximum weekly indemnity benefits.

**8.07** Company and departmental seniority shall be maintained and accumulated during:

- (a) Absence due to an occupational accident that occurred while the employee was performing work for the Company and is in receipt of W.C.B. benefits.
- (b) Authorized leave of absence related to job training.
- (c) The entire period as defined in 8.06 (e).
- (d) An absence due to maternity leave.
- (e) Authorized leave of absence for Union business.
- (f) Temporary layoff of less than sixteen (16) calendar days.
- (g) Strikes.

**8.08** Company seniority shall be maintained but shall not accumulate during:

- (a) Absence due to layoff not exceeding twenty-four (24) months where seniority is not completely lost as provided by Section 8.06 (c).

**8.09** Employees who are laid off will be recalled in the following manner:

- (i) In the event of all employees being recalled within any twenty-one (21) day period the employees will be recalled in their previously assigned classification on the crew on which they were previously scheduled to work.
- (ii) In the event of a partial recall, employees will be recalled in order of company seniority provided they can perform the work required.
- (iii) The Company will notify employees by double registered mail. Employees will report for work physically fit within fourteen (14) days from date of mailing. The employee will notify the Company regarding any change of address.

- 8.10**
- (a) The Company shall maintain up-to-date "Company" and "Departmental" seniority lists showing each employee's order of seniority with his name, number and his service date.
  - (b) Seniority lists shall be posted every three (3) months and copies will be supplied to the Union.
  - (c) The seniority for employees hired on the same day will be determined by the day and month of birth. If born on the same day, the last determining factor will be the employee with the lowest numerical payroll number.

In cases involving the determination of Departmental seniority, Company seniority shall be the deciding factor where the Department seniority of two or more employees is the same. Should Company seniorities also be equal then the day and month of birth shall be applied.

**ARTICLE 9  
PROMOTION, DEMOTION AND LAYOFF**

- 9.01** A promotion or demotion is any change in classification.

- 9.02** (a) Subject to procedures governing promotions and lines of progression, permanent job vacancies except apprentices (vacancies which last or expected to last thirty (30) days or more), shall be posted for six (6) calendar days. Statutory Holidays shall not be counted in determining the posting period. An employee who qualified under Section 9.04 will be assigned the job.
- (b) Within six (6) calendar days of the expiry of the job posting the successful applicant's name will be posted. The successful applicant will report to his new job when the vacancy created by his acceptance of the new job is filled or sooner, if possible. The successful applicant will receive that rate of pay as soon as he is awarded the job posting.
- (c) Whenever the Company is to grant an apprenticeship, the notice will be posted on all general bulletin boards informing employees of the trade involved and the date by which the selection is to be made.
- (d) Trades postings (not including Apprentices) will be posted except as follows:
- (i) An employee perviously incumbent in the position, who was displaced and holds another position or laid off, will have first opportunity to fill the opening.

**9.03** The notice that a vacancy exists shall be substantially in the following form:

The following \_\_\_\_\_ (number of vacancies) vacancy/vacancies in the \_\_\_\_\_ Department for the job(s) of \_\_\_\_\_ which upon assignment, is paid at the rate of \_\_\_\_\_ per hour, is announced. This vacancy is currently on \_\_\_\_\_ shift, but may be changed at a later date. Applications may be submitted in boxes provided until \_\_\_\_\_.

**9.04** Procedures governing promotions and lines of progression.

- (a) There will be two (2) types of job postings;
- (i) Entry level job postings

- (ii) Departmental postings
- (b) Entry level job postings (jobs marked in a box on the line of progression chart) will be handled in the following manner:
  - (i) The employee with the greatest Company seniority will be awarded the job provided he is capable of doing the work. An employee on layoff who is senior to employees posting for the position will be recalled if capable of doing the work.
  - (ii) If there are no capable applicants, the Company may recruit.
- (c) Departmental postings will be handled in the following manner:
  - (i) Only those jobs defined by a triangle will be formally posted.
  - (ii) In awarding a departmental posting the Company will consider the following factors:
    - (1) The departmental seniority of each employee concerned.
    - (2) Only qualified applicants will be considered, and if there are no qualified applicants the Company may recruit.
- (d) Vacancies for other jobs in the lines of progression in each department will not be posted but will be filled in the following manner:
  - (i) The qualified employee with the greatest departmental seniority in the job classification immediately below the vacant job in the line of progression will be awarded the job.
  - (ii) An employee has the right to freeze himself in the line of progression. An employee who exercises the right to freeze will sign a waiver form supplied by the Company and submit same to his foreman. He will remain in this classification for a minimum of three (3) months and will receive no further training during the time he remains frozen.

An employee who has frozen himself in the line of progression may be temporarily assigned to fill any job he is qualified to perform, until the Company can find a qualified replacement. The Company shall make every attempt to find a qualified replacement within a reasonable time.

- 9.05**
- (a) Temporary vacancies in excess of one (1) shift but less than thirty (30) calendar days shall be filled by the senior qualified employee on that shift in that Line of Progression.
  - (b) Temporary vacancies or assignments of one shift or less may be filled by any qualified person.
  - (c) A temporary vacancy of thirty (30) calendar days or more need not be posted if the job becomes available as a result of an employees absence due to sickness, injury, authorized leaves of absence or maternity leave. Vacancies under this clause will be filled in accordance with Article 9.05 (a) above.

**9.06** Employees requesting crew transfers within their department and classification must do so in writing. Such requests will not be unreasonably denied. The Company will not be required to pay overtime rates for the exercise of the employees' preference, except if he works additional hours which qualify for overtime.

**9.07** An employee accepting a job posting outside his existing department must remain in the department posted to for a period of four (4) months before applying for a job posting in any other department except when a new job is created in a department or where there are no bids on a posted job.

**9.08** Employees may be temporarily assigned to another Department for a maximum period of twenty-eight (28) calendar days, or for a total cumulative period not to exceed forty-five (45) regular working days in one (1) calendar year.

Employees assigned through the provisions of this Article retain all rights pursuant to Article 8.02.

- 9.09** If the transfer of an employee is required by the Company, from one Department to another, for the efficient conduct of operations or because an employee is transferred for considerations of health, the employee's seniority in the new Department shall be deemed to be equal to that which he previously held in the former Department. On being transferred at the employee's request, (i.e. job posting, bump etc.) such employee shall have no department seniority on entering the new Department.
- 9.10** An employee who is absent on vacation or on approved leave of absence not exceeding thirty (30) calendar days, may file an application prior to such absence and the application will be considered as if it had been filed during the time referred to in 9.02 (a). Such application shall be valid only during the aforementioned thirty (30) calendar day period. If the absent employee is successful in his job bid, the vacancy will be filled temporarily by a qualified employee on the shift on which the vacancy exists. If a permanent opening arises as a result of a new job being created that could not have been anticipated by an absent employee, the employee, upon returning, will have the right to post for that job.
- 9.11** Procedures governing layoff and line of progression:
- (a) In the event of a reduction of employees resulting in a layoff of sixteen (16) calendar days or less, the employee with the greatest departmental seniority in the classification required, from the crew who would have normally been schedule to work, will be required to work.
  - (b) In the event of a reduction in the work force resulting in a layoff of more than sixteen (16) calendar days, the employees with the least company seniority will be reduced from the work force provided there is an able senior replacement.
    - (i) Where vacancies are created as a result of the company's obligation to remove junior employees from higher classifications, then those vacancies will be filled in accordance with lines of progression promotions.

- (ii) In the event of a reduction in a classification the employee with the least department seniority will be reduced from the classification.
- (iii) An employee displaced from his classification may displace an employee on a job previously held within the bargaining unit, on the basis of Company seniority, provided he is able to perform the job, with no more than eight (8) hours familiarization, or he may displace an employee within his department provided he has greater departmental seniority and is able to perform the work.
- (iv) An employee reduced from his department can apply his Company seniority to displace another employee with less Company seniority, provided he is able to perform the job with no more than eight (8) hours familiarization. Senior employees will be trained in all jobs marked with an asterisk (\*).

**9.12** In the event of a total or partial reduction in forces resulting in the layoff of employees for a period exceeding sixteen (16) days, the Company shall:

- (a) Provide fourteen (14) days notice; or
- (b) Where the Company is unable to give fourteen (14) days notice, any employee so affected will receive pay in lieu of notice for the portion of the fourteen (14) day period he did not receive the required notice. This pay will be calculated on the basis of the average of his last six (6) weeks earnings or forty (40) hours at his base rate, whichever is the greater.
- (c) Continue MSP of B.C. for two (2) full months following the month of layoff provided the employee is not working.

## **ARTICLE 10 SAFETY AND HEALTH**

**10.01** The Company and the Union acknowledge their common concern for maintaining a safe and healthy working environment. In order to effect a thoroughly understood and accepted safety and health program for employees at work, it is agreed that joint and cooperative methods should be encouraged.

To this end, a joint safety and health committee will be established. In addition, the Union, the Executive of the Local Union and at the request of the Executive of the Local Union and Safety and Health Committee of the Union shall have the right at any time to discuss matters dealing with the safety and health conditions affecting employees while at work and shall have the right of access to the Company's operations to investigate such matters. Access for such investigations shall be arranged expeditiously if requested, and Company officials shall accompany the Union officials on such investigations.

- 10.02** The Company and the Union agree to appoint a joint safety and health committee composed of not more than four (4) members appointed by the Union who shall be selected from employees in each of the three (3) Departments; mine, mill and plant. One (1) of which shall be the Union Safety Chairman who will act as co-chairman of the joint committee and not more than four (4) members appointed by the Company. For each member the Parties appoint, they may also appoint an alternate to act in the absence of the regular member. The function of this Committee shall be to recommend solutions on problems relating to the promotion of safety, good housekeeping and health on the job site. The Union and the Company will notify each other in writing of the identity of their joint safety and health committee representatives.
- 10.03** In addition to those outlined in the Health, Safety and Reclamation Code for mines in British Columbia, the responsibilities of the Joint Committee shall be:
- (a) To review monthly inspection reports of all work areas.
  - (b) To meet each month to take up such safety and health matters which may be brought before it by either the Union or the Company.
  - (c) The Company Safety Supervisor will act as Secretary for the Safety Committee and will provide minutes of meetings for Management, for all committee members, for the Union and will have posted a copy of the minutes on the bulletin boards. At following meetings discussion of the minutes shall be the first order of business. Such minutes will be jointly signed.

- 10.04** The President and Safety Chairman of the Local Union shall meet quarterly with the Manager and Safety Supervisor of the Company's operations to review the reports and recommendations of the Joint Safety and Health Committee and to discuss other matters pertaining to safety, accident prevention and industrial hygiene. The Union and the Company shall exchange agendas of matters they propose to discuss at least one week prior to the meeting. For special needs related to safety, the Safety Chairman or the President of the Local, or the Company, may request a meeting of the two (2) Parties.
- 10.05**
- (a) For time spent attending scheduled safety meetings, mine and plant safety tours and accident investigations, which require time off work, safety committee representatives will be paid their regular straight time base rate plus continuous schedule differential.
  - (b) The Union Safety and Health Committee Chairman or his designate will be paid their base rate in the event of any scheduled or non-scheduled tour, inspection or safety related issue which fall on his scheduled time off provided he is called out by the Company.
  - (c) The Union Safety and Health Committee Chairman or his designate will be paid their base rate for attending the regular monthly safety tour and meeting.
  - (d) A member of the Union Safety and Health Committee will accompany an Inspector of Mines (unless the Inspector chooses to tour unescorted) during an official inspection tour of his respective department. Such member shall be given leave of absence and be paid at his hourly rate for the time taken for the tour of this respective department.
- 10.06**
- (a) All serious accidents will be investigated in the presence of a Union Safety Committeeman or Shop Steward. Serious accidents for any month will be reviewed at the end of the safety tour meeting.
  - (b) A copy of all serious accident reports or dangerous occurrences filed with the Department of Mines or the W.C.B. will be forwarded to the Union within seventy-two (72) hours.

- 10.07** (a) It is the intent of the Parties that no employee or employees shall be required to work under conditions which are unsafe or hazardous beyond the normal hazard inherent in the operation or process in question.
- (b) An employee shall immediately correct unsafe practices or conditions and if unable to correct, report to his Supervisor, who shall investigate the unsafe equipment, practice or condition so reported promptly and shall take such steps as appear necessary to correct the unsafe situation. If after the investigation the Supervisor determines that an unsafe condition exists, he shall not permit an employee to perform the work or operate the equipment until the unsafe condition is corrected.
- (c) Action taken by the Supervisor under these circumstances is subject to the grievance procedure.

**10.08** The Company will supply, where necessary, the following equipment for use on the property:

- (a) Safety glasses (first pair)  
Safety belts and harness  
Safety lines  
Mono goggles  
Grinding goggles  
Welding goggles  
Electrician's high voltage gloves  
Welder's gloves, aprons and helmets  
Painter's masks  
Dust respirators  
Locks for switch gear  
Aprons and face shields for handling corrosive substances  
Ear protection  
Cutting goggles  
Hard hat (first issue)  
Work gloves  
Hard hat liners  
Hip waders  
Rain slickers  
Rubber boots  
Coveralls

Flashlights  
Blaster's knives

Replacement of any of the above articles will be at the discretion of the Supervisor.

(b) Employees will receive sixty dollars (\$60.00) for safety boots upon submitting an invoice to the Company in each year of the Collective Agreement.

**10.09** The articles supplied by the Company will be furnished on a loan basis and the employees will be required to sign for the same and return said articles to the Company in good and serviceable condition (fair wear and tear excepted), as and when the Company so requires. If an employee fails to do so, he shall be charged with replacement cost of the articles in question.

**10.10** An employee who is injured on the job will have his normal earnings maintained for the balance of his scheduled shift on the date of the injury.

**10.11** In the interest of better communications and understanding, the Company agrees to furnish the Union with the following information. In return, the Union agrees to discuss any concern it may have with the Company as soon as the concern arises and at least prior to discussion with governmental agencies or the public.

(a) A listing of the toxic materials used in the various processes. (This will not include lists of chemicals used in Analytical or Research laboratories. Hazardous chemicals used in the lab will be clearly labelled as such).

(b) The Company will acquaint the Union Safety Chairman with the equipment and techniques of sampling and analysis for potentially toxic airborne substances occurring with the Company's operations. He will also be advised of the techniques of monitoring for subsidence in the mine spoil.

On the request of the Union Safety Chairman, the Company will periodically acquaint the Union shift safety representative with sampling and monitoring techniques related to their respective areas of work.

**10.12** The Company will supply a copy of all W.C.B. (7A's) to the Union for all employees covered by this Agreement.

- 10.13** The Company will provide each employee with a copy of its safety rules and regulations and with information on hazardous materials used in the area in which he is employed.
- 10.14** The introduction of new tools and equipment will be made known to the Joint Safety and Health Committee. Information on new tools and equipment will be available from the Supervisor.
- 10.15** The Company will comply with all applicable laws with respect to heating and ventilating systems.
- 10.16** A Mine Rescue Team will be established, with training time paid for by the Company at basic rate.

## **ARTICLE 11 HOURS OF WORK**

- 11.01** This article is intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or of hours of work per day, or per week, or days of work per week.
- 11.02** (a) The term "work week" means that period of time commencing 8:00 a.m. on Monday and terminating one hundred sixty-eight (168) hours thereafter.
- (b) The term "work day" means that period of time commencing at the start of shift and terminating twenty-four (24) hours thereafter.
- 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 7.04 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.

These starting times may be varied up to one hour on either side of these times for experimentation purposes or to meet operational requirements. Starting times may vary beyond one hour providing such times are mutually agreed to by the parties.

**11.05** (a) Employees will receive their instructions in sufficient time to commence their shift at the designated starting time and work place and shall cease at the designated stopping time and place.

(b) Departure and return to the dry of Mine Operations employees will be as follows:

- (i) Employees will receive their instructions in sufficient time to board the buses which depart the mine dry at 7:45.
- (ii) Buses will commence picking up employees for shift end in sufficient time to arrive at the dry at 8:00.
- (iii) Employees who arrive at the dry after 8:00 will be paid overtime as provided for in Article 12.03.

**11.06** Paid Work Breaks - Eight-hour and ten-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. They will have coffee breaks, at the work place, of ten (10) 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 ninth and tenth 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 Articles 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.

**ARTICLE 12**  
**OVERTIME AND SPECIAL PAY**

- 12.01** Overtime will be voluntary provided that operating requirements are met.
- 12.02** (a) The Company will distribute overtime 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.
- (b) The parties are not precluded from mutually agreeing to alternative methods of distributing overtime opportunities.
- 12.03** 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) hour, to the one quarter (1/4) hour next following the time he is directed to stop work.
- 12.04** (a) 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 hot meal and choice of beverage during the period of such overtime. An additional meal shall be provided for each additional four (4) hours of continuous overtime worked.
- (b) Employees may opt to accept a eight (\$8) dollar credit in lieu of an overtime meal once during any one continuous period of overtime.
- 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, unless a second emergency situation arises.
- (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.

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

**12.07** (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) the first eight (8) hours worked on scheduled rest days;
- (iii) time worked in excess of eight (8) hours in a work day.

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

- (i) time worked in excess of ten (10) hours in a work day;
- (ii) time worked in excess of forty-eight (48) hours per week, excluding those hours in excess of eight (8) in a scheduled work day.
- (iii) time worked in excess of eight (8) hours on a scheduled rest day.

(b) Ten Hour Shift

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

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

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

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

- (ii) time worked in excess of forty-eight (48) hours per week, excluding those hours worked in excess of ten (10) in a scheduled work day.
- (iii) time worked in excess of eight (8) hours on a scheduled rest day.

(c) Twelve Hour Shift (4X4)

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

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

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

- (i) time worked in excess of twelve (12) hours per day;
- (ii) all hours worked in excess of twelve (12) hours on scheduled days off.

**12.08** (a) Schedule Changes

- (i) The Company shall give an employee forty-two (42) hours notice of a change in his regular schedule. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. This provision shall not apply to a new employee's initial assignment to a regular shift. Such hours worked will not be used for the calculation of overtime.

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

- (ii) During the week of transition where the employee works a combination of shifts (eight hour/twelve hour) the following will apply, and Articles 12.07 (a), (b), and (c) will not apply.

1. Eight (8) hour shifts going to twelve (12) hour shifts:

- (i) after forty (40) hours per work week all hours worked will be paid at one and one-half (1 1/2) times;
  - (ii) after forty-eight (48) hours per work week all hours will be paid at two (2) times;
  - (iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.
2. Twelve (12) hour shifts going to eight (8) hour shifts or twelve (12) hour shifts going to twelve (12) hour shifts:
- (i) one and one-half (1 1/2) times will be paid for the first twelve (12) hours in the work week that exceed the number of hours the employee would have worked on his old shift schedule;
  - (ii) two (2) times will be paid for all hours worked in the work week beyond those described in Article 12.08 (a) (ii) 2. (i);
  - (iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.
- (iii) If an employee is not required to work a combination of shifts in the week of change, then the effective date of change is always 8:00 a.m. on Monday and Article 12.08 (a)(ii) provisions do not apply.

(b) Shift Changes

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

Overtime will be paid in accordance with Article 12.07 (a), (b), and (c).

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

**12.10** As the twelve (12) hour shift schedule (4X4) results in an average of forty-two (42) hours per week over an eight week cycle, an employee working such a schedule shall be paid one and one-half (1 1/2) times his regular hourly rate for the last two (2) hours of his scheduled shift in the week.

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

For the purposes of this payment, vacation, floaters, statutory holidays, bereavement, authorized union leave, and jury duty are considered as paid leave. All other absences are considered as unpaid leave.

**12.11** (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.

**12.12** (a) Shift and Weekend Premiums - Employees working other than day shift shall be paid the following premiums per hour, in addition to their regular rate:

(b) Twelve Hour Shift Schedule - Night Shift - eighty cents (\$0.80) per hour

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

- 12.14** The premiums referred to in Articles 12.12 and 12.13 will not apply when overtime or other premium pay is being paid for the shift. These premiums will not be paid if the employee does not work on the shift attached to the premium.
- 12.15** Qualified employees directed to act as industrial first aid attendants will receive a premium of fifty cents (\$0.50) per hour for each hour acting in this capacity.

### **ARTICLE 13 STATUTORY HOLIDAYS**

- 13.01** (a) An employee shall receive a Statutory Holiday allowance equal to eight (8) hours pay at his regular 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	Good Friday
Canada Day	Remembrance Day
Thanksgiving Day	B. C. Day
Boxing Day	Victoria Day
Labour Day	Christmas Day

Normally these days will be observed on the calendar day on which they fall commencing at day shift on the day in question, and will conclude twenty-four (24) hours thereafter.

- (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 will be entitled to one Floating Holiday as of each January 1st and July 1st of each calendar year, provided they have completed their probation period. Floating Holidays will be scheduled on an individual basis by mutual agreement between the employee and his supervisor. Payment for Floating Holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken.
- (ii) Employees may bank Floating Holidays up to a maximum of four (4).
- (iii) An employee will receive payment for any unused Floating Holidays upon the termination of his employment up to a maximum of four (4) as described in 13.01 (c)(ii).
- (iv) An employee who is off on Workers' Compensation or Weekly Indemnity shall continue to accumulate up to the maximum of four (4) Floating Holidays.

**13.02** Employees who are requested to work on a Statutory Holiday and have complied with the provisions of Article 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. All lieu days will be waived at the end of the year following the year earned.

- 13.03** (a) (i) 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.
- (ii) 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 hours of work.
- (b) For work performed on a Statutory Holiday on a scheduled day of rest all hours will be paid at the applicable overtime rates.

- 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 statutory holiday falls, while he is on lay-off that is scheduled for more than 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 excused or authorized absence shall be limited to one holiday per absence.

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

- 13.05** An employee shall be entitled to an additional day off without pay for each Statutory Holiday that falls within an employee's scheduled vacation period. The additional day must be taken consecutively with the vacation period or be lost.

## **ARTICLE 14 VACATIONS**

- 14.01** (a) Employee's with seniority will be entitled to vacation with pay in accordance with the following schedule.

<u>Accumulated Seniority</u>	<u>Entitlement</u>	<u>Payment</u>
After one (1) completed year	96 Hours	4.8%
After two (2) completed years	96 Hours	4.8%
After three (3) completed years	120 Hours	6.0%
After six (6) completed years	144 Hours	7.2%
After ten (10) completed years	144 Hours	8.0%

For the purpose of this Article, one (1) completed year means three hundred sixty-five (365) calendar days of employment where an employee's seniority has been maintained and accumulated.

- (b) For those employees whose seniority was maintained but not accumulated in accordance with Article 8.08, vacation entitlement will only be equal to the total number of days worked for which seniority accumulated.

**14.02** The Parties recognize that operational requirements will govern vacation schedules. Employees are required to submit their preference for summer vacation prior to March 31st of that year. Preference during the months of July and August will be given to employees with greater company seniority.

**14.03** Employees who leave the service of the Company shall be paid at the time of severance in accordance with the provisions of Article 14.01.

**14.04** Employees will be provided with an itemized cheque for holiday pay when adequate notice of holidays is given. Holiday pay will be a separate cheque and will not be calculated with the next regular pay cheque.

## **ARTICLE 15 LEAVES OF ABSENCE**

**15.01** An employee may be granted a leave of absence without pay for sufficient reason. A leave of absence permit must be in writing and signed by the Department Superintendent.

**15.02** An employee granted a leave of absence shall be considered having quit if he accepts employment elsewhere during his leave or does not return to work at the date stated except in an emergency beyond the employee's control.

**15.03** The Company may, at its discretion, grant reasonable leave of absence to an employee for educational or training purposes, conditional but not limited to the following:

(a) Such leave will not interfere with the efficiency of the operation.

(b) The education has application in the operations.

(c) At least one (1) months notice is given in writing.

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

Normally not more the three (3) employees will be granted leave at any one time. However, in situations of special training, such as shop steward or safety representative schools or seminars, leave without pay will be granted for up to an additional three (3) employees.

Not more than one (1) employee from any one shift in any one department may be on 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.

**15.05** The Company will grant one (1) employee leave of absence without pay for up to one (1) year to work for the Union. The leave is limited to one (1) additional year. During absence under this clause an employee's seniority continues to accumulate, however, he will return to work at the job which he left and qualify for promotion as per the terms of the Agreement. All benefits terminate while the employee is on such leave.

It is agreed this leave will only be granted if the mine continues to operate beyond the initial fifteen (15) month period discussed at negotiations.

- 15.06** Leave of absence on a casual basis may be granted to members of the Union selected to do work for the Union such as negotiations, if requested by the Union.
- 15.07** (a) In the case of a death in the immediate family of an employee, the Company shall grant the employee a leave of absence of one (1) shift. If he attends the funeral of the deceased an additional twenty-four (24) hours leave of absence may be granted. The immediate family shall mean mother, father, spouse, children, brothers, sisters, mother-in-law, father-in-law, employee's grandparents and grandchildren. If scheduled to work any of those days, he shall receive his hourly rate. Common-law relationships will be recognized as above.
- (b) Spouses will be granted two (2) days leave of absence without pay for paternity reasons.
- 15.08** An employee called to jury or subpoenaed witness duty shall be paid for each day of service on which he was scheduled to work, the difference between his regular straight time rate and the payment he receives for service. The employee will present proof of service and of the amount of pay received therefore.

## **ARTICLE 16 DISCIPLINE AND DISCHARGE**

- 16.01** (a) If it is alleged that an employee has been discharged without just cause the grievance shall start at Step 3 and if it is alleged that an employee has been suspended without just cause the grievance shall start at Step 2 of the grievance procedure, within five (5) working days of the discipline or discharge being affected. The discharged or suspended employee shall be given the opportunity of seeing a Steward and/or Union President before he is required to leave the premises, providing one is available on site.

- (b) If it is agreed or decided at any stage of the grievance procedure, except arbitration, that an employee has been suspended or discharged without just cause, the Company shall reinstate him in his job without loss of seniority. A reinstated employee is to be paid his wages at his hourly rate for the time loss limited to a maximum of the employee(s) regular number of hours per week. The provision of this Article may be waived if both parties mutually agree to other methods of resolving the grievance.
- (c) Where an arbitrator has been selected to determine a question respecting an alleged unjust discharge or suspension, he shall have power and jurisdiction to:
  - (i) uphold the discharge or suspension, or
  - (ii) vary the penalty, or
  - (iii) substitute a different penalty, or
  - (iv) direct reinstatement,

and in cases (ii), (iii), and (iv) the arbitrator may in addition order the Company to pay the employee full or partial compensation in accordance with his hourly rate. It is understood, however, that if an employee is reinstated, he shall retain his full seniority, unless otherwise directed by the arbitrator.

- 16.02** (a) Only Discipline Letters, Discharge/Suspensions, shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure. A copy of each letter shall be sent to the Union, within thirty (30) days of the imposition of such discipline.
- (b) A Shop Steward in the department and on shift, will be present during Discipline and Counselling meetings provided one is available in the department. Employees that choose not to be represented must notify the Shop Steward of their intentions prior to the meeting.

**16.03** In recognition by the parties that the purpose of a probationary period is for the Company to evaluate new employees, it is agreed that probationary employees are subject to dismissal for a lesser cause. For the purpose of this clause the

employment of a probationary employee may be discontinued where the Company in its discretion, determines he is unsuitable or unsatisfactory. A probationary employee shall have rights to the grievance procedure except in respect to seniority.

- 16.04** An employee's personnel file shall be available and open to the employee for his inspection along with his foreman, at a time mutually agreed upon between the employee and his foreman. After reviewing his or her file an employee will be provided, upon request, a copy of any documents on file.

## **ARTICLE 17 HEALTH AND WELFARE**

- 17.01** The Company agrees to pay the premiums to the insurance companies for 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 enrolment. Coverage provided is subject to the terms of the respective insurance policies. All the benefits provided in this agreement are payable by the insurer and not by the Company.

- (a) Medical Services Plan of British Columbia\*

Normally, effective on the first day of the month following the date of employment.

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

\$25.00 annual deductible per person or family and the difference between the B.C. pharmacare coverage or equivalent and the cost of prescribed drugs to a maximum lifetime health care benefit level of \$100,000 per person. Effective on date of employment.

- (c) Vision Care\*

The maximum amount payable will be \$80.00

- (i) for persons under age 18 during any 12 month period;

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

Effective on date of employment.

(d) Dental Plan\*

Plan A - Basic Dentistry - 100% coverage

Plan B - Crowns, Bridges - 85% coverage

Plan C - Orthodontics - 50% coverage

The maximum coverage for Plan A & B combined is \$1500.00 per year per person.

The maximum coverage for Plan C is \$1600.00 per lifetime per person.

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

(e) Weekly Indemnity

Weekly benefit of sixty-six and two thirds percent (66 2/3%) of basic hourly rate times forty (40) hours.

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

Effective on date of employment.

(f) Life Insurance and Accidental Death and Dismemberment

Life Insurance: \$40,000.00

Accidental Death and Dismemberment: \$40,000.00

Eligible on date of hire. Effective on date of employment.

**17.02** Employee Registered Retirement Savings Plan

The Company will provide, in accordance with Company policy, an Employee RRSP Contribution Plan as follows:

- (a) Eligibility - All permanent employees will be eligible for a contribution under the plan beginning the first day of the third month following the date of employment. Temporary Employees will not be eligible to receive an RRSP contribution under this plan.
- (b) RRSP Account - Contributions made under this plan will only be made into an employee's RRSP account. Such payments will be made on an annual basis, except as provided in (d), for the preceding year by the end of February. It is the responsibility of all eligible employees to supply the Company with your RRSP account information.
- (c) Contribution - The Company will contribute in accordance with the plan fifty cents (\$0.50) for each hour worked in the preceding year.

Eligible hours are all hours worked but include vacation hours taken in accordance with Article 14.01 and hours paid under Article 12.05 (a), and 10.10.

Except as noted above all hours paid or unpaid will not be included for the purpose of determining RRSP benefits. Contributions will be made into the Steelworker Savings Plan.

- (d) Exceptions to (b) above - In the event of an eligible employees resignation, permanent layoff, retirement or death the accrued entitlement will be paid into their RRSP account within thirty (30) days.

## **ARTICLE 18 GENERAL PROVISIONS**

- 18.01** (a) Unless advised of change, any notice required to be given to the Company under the terms of this Agreement, shall be given by registered mail addressed to the:

Mine Manager  
Afton Operating Corporation

P.O. Box 937  
Kamloops, British Columbia  
V2C 5N4

Any notice so mailed shall be deemed as given as of the next business day after the date of mailing. The registration receipt shall establish the date of mailing.

- (b) Unless advised of change, any notice required to be given to the Union under this Agreement shall be given by registered mail addressed to:

United Steelworkers of America  
Local Union 8637  
#1 - 352 Seymour Street  
Kamloops, British Columbia  
V2C 2G2

- 18.02** (a) The Company will pay every second Thursday. Cut-off for payroll purposes will be Thursday, one (1) week prior to each payday.
- (b) Employees may elect to receive their pay by cheque or by deposit to their account at the Bank of Montreal subject to conditions established by the bank. A change in the above election may be made once per year.
- (c) Each cheque shall show pay period and year-to-date totals for Gross Pay, Income Tax, Unemployment Insurance and Canada Pension Plan.
- 18.03** An employee who loses or breaks a personal tool (not covered on warranty) in the course of his work shall present the broken tool to his Supervisor and obtain approval for the purchase of a replacement tool of similar quality. He will be reimbursed after submission of his receipt to his Supervisor.
- 18.04** In the event that an employee must remain at the job site beyond the end of his regular scheduled hours or is sent home during mid-shift and has no transportation, the Company will ensure that the employee gets home.
- 18.05** All single shift employees will be given ten (10) minutes at the end of shift to clean tools and wash up.

**18.06** The Company will install AM radios in the haulage trucks. Portable radio headsets will not be allowed.

**18.07** (a) The parties agree to the establishment of a joint Union/Management Committee, which shall consist of three (3) employer designates and three (3) employees appointed by the union. The committee shall meet at the request of either party but not more than once per month at a place and time mutually agreed to.

(b) The Committee shall be co-chaired by an Employer and Union representative. The purpose of the meetings is to encourage communications at regular intervals to solve problems and discuss subjects of mutual interest.

## **ARTICLE 19 APPRENTICESHIP PROGRAM**

**19.01** The Company will sponsor an apprenticeship training program in conformity with the laws of the Province.

(a) The selection of apprentices, course content of training programs, evaluation of apprentice performance and matter related thereto or regulated by statute or government regulations shall not be subject to the grievance procedure.

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

(c) An apprentice who has been laid off pursuant to paragraph (b) shall be entitled to all rights of any employee under this Agreement, including those set forth under Article 8 - Seniority.

- (d) Employees interested in being considered for apprenticeships must contact the Employee Relations Department, who will arrange an interview with the responsible Superintendent.

**19.02** An apprentice shall be paid pursuant to Clause 19.03 and while the apprentice is at school attending the required course prescribed by the Director of Apprenticeship, the Company will maintain his earnings at his regular hourly rate of forty (40) hours in each week less any subsidy paid by the Government with the exception of travel allowance. The Company's obligation is limited to one repeat at any stage of the employee's apprenticeship.

**19.03** (a) The basic hourly rates for apprentices shall be in accordance with Appendix "A" Wage Schedule.

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

**19.04** The Company will recognize the Trades and Apprenticeship Committee in dealing with problems that arise in the trades area. This Committee will be composed of not more than four (4) members appointed by the Union and four (4) members appointed by the Company. The functions of this Committee will be:

- (a) Discuss progress of apprentices in on-the-job training programs established by the Company. A periodic review of the established programs shall be the responsibility of the Committee.
- (b) Recommend improvements in content of training programs.
- (c) Recommend solutions to problems in the apprenticeship and trades areas as perceived by either Union or Management.

**19.05** The Parties agree to the following provision regarding Apprentices purchasing text-books:

- (a) Upon successful completion of each years technical training assignment, the Company agrees to pay the apprentice a \$120.00 textbook allowance.
- (b) This payment will be made as soon as the apprenticeship school report is received.

**19.06** The Company agrees that Apprentices shall be selected from members of the bargaining unit who have completed their probationary period. This clause, 19.06, is subject to the grievance procedure.

## **ARTICLE 20 DURATION OF AGREEMENT**

**20.01** This Agreement will be effective from the date of ratification and shall remain in effect for four (4) years or until such time as the mine is permanently closed.

## **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 of any job classification set forth in the Wage Schedule or if any job classifications have been over-looked in the 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, including a dispute as to whether or not there is a substantial change in job content, the dispute shall be settled by Arbitration - Article 6 - Arbitration Procedure - and the decision of the Arbitrator shall be final and binding on the Parties to this Agreement.

## **ARTICLE 22 TRAINING**

- 22.01** The Company will provide training opportunities for employees to enable each employee to improve his knowledge and skill to equip himself for future positions of greater responsibility or higher pay for which he is eligible in the line of progression or through job postings.
- 22.02** At the employee's request, with or without a Shop Steward, the progress of the trainee will be reviewed at least quarterly.
- 22.03** (a) Should the supervisor feel that an employee is not responding to the training in total or in specific areas, he is encouraged to discuss the situation with him. If the employee feels the supervisor's evaluation is unjust he is encouraged to discuss the situation with the supervisor in the presence of his Shop Steward.
  - (b) In the event an employee fails to qualify for progression in training, the Company will indicate in detail to such employee, in writing, the reason for such failure and advise and instruct such employees in an attempt to enable him to successfully develop the necessary qualifications and ability. Employees who still fail to progress will be removed from further training.
- 22.04** (a) The Company will train mill employees at least one job classification higher than the classification they were hired into.

- (b) Mill employees will receive their regular rate of pay while training in another classification. Once training is complete, they will receive the rate of pay qualified for under Appendix A.

**22.05** The Company training program for mine department employees will be:

- (a) All entry level training positions (except primary crusher trainee) will be posted.
- (b) A successful applicant for a training position will be paid the rate of his regular classification for the time he is training. On successful completion of the training programme he shall be paid the relevant operator rate whenever he performs the job.
- (c) Shovel and drill applicants for trainee positions will only be awarded the job if a qualified replacement is available on their shift.
- (d) Shovel and drill applicants for trainee positions on a different shift will only be awarded the job if a vacancy for their regular job exists on the same shift.
- (e) A junior dozer/grader operator on a shift in which a shovel training vacancy occurs must switch shifts if the successful applicant is a dozer/grader operator from another shift.
- (f) One (1) senior departmental employee per shift will train in each of the following positions (provided there are no other qualified operators on the shift):
  - (1) Shovel trainee
  - (2) Dozer/Grader trainee
  - (3) Driller trainee
- (g) The Company will train the senior truck driver on each shift who expresses an interest in the primary crusher, provided he is not already training in another position.

- (h) Employees will not be allowed to train for more than one (1) position.

Employees who resign from training positions after completing sixty (60) hours of training shall not be permitted to apply for other training positions for a period of four (4) months.

- (i) Successful applicants for training programs will be given a course outline, appropriate training manuals, and a planned schedule of training. These schedules and outlines are subject to operational factors and individual abilities which may necessitate disruption or variations.
- (j) A trainee who refuses advancement to an operator's position will be removed from the training program.
- (k) In the event that there are no qualified employees in the training program, the position will be posted.
- (l) Exceptions to normal accumulation of training hours may be made in recognition of an employee's:
  - (i) Previous operating experience
  - (ii) Ability to learn
- (m) All Trainees shall receive no less than an average of one (1) shift of training for each sixteen (16) shifts worked.

A qualified Trainee I requires no training.

- (n) An Operator who is reduced from his position as a result of reduction of forces shall have the right to displace Trainees provided he has greater Departmental seniority.

**22.06** This training procedure does not supplant the job posting provision.

**22.07** The senior qualified applicant will be awarded the job.

**22.08** Employees who have been specifically instructed by the Company to train other employees to operate pit haulage trucks shall be paid a premium of twenty-five cents (\$0.25) per hour for each hour in which they are engaged in such training.

**22.09** The Parties agree the following will be the required training hours for advancement through trainee positions in the mine until the modular training program for pit operators (22.05 (i)) is implemented:

Shovel Trainee III to II - 300 hours  
Shovel Trainee II to I - 300 hours

Drill Trainee III to II - 300 hours  
Drill Trainee II to I - 300 hours

Dozer/Grader Trainee III to II - 400 hours  
Dozer/Grader Trainee II to I - 400 hours

Under 22.03 of the training article of the Collective Agreement, the above training hours will be the evaluation points to determine advancement in training.

## **ARTICLE 23 LEADHANDS**

**23.01** (a) Leadhands will assign work as directed by a salaried employee and co-ordinate this work among the crew members.

This is a job on which the employee under the direction of a salaried staff member has the combined responsibility of directing the work of a group of employees on other hourly rated production and maintenance jobs and performing some of the same work as that of the group directed unless such work includes operating pit production equipment. The direction generally consists of activities such as required to:

- (1) Plan work to be performed by the group;
- (2) Determine "on-the-job" working procedure in the case of repair and maintenance work;
- (3) Arrange for necessary tools, supplies and facilities;
- (4) Assign and instruct members of the group; and
- (5) Inspect, co-ordinate and record the work performed by the group.

Such direction does not include activities such as required to:

- (1) Hire, promote, demote, suspend or discharge members of the group;
  - (2) Represent the Company in handling employees grievances; and
  - (3) Determine the schedules or hours, days and weeks during which members of the groups shall work.
- (b) Leadhands shall possess a shift boss or supervisors certificate as required under the Health, Safety and Reclamation Code for mines in B.C.

Those with a provisional certificate will be paid a premium of seventy-five cents (\$0.75) per hour over the highest classification directed during the period acting as a leadhand.

Those with a permanent certificate (valid for five (5) years) will be paid one dollar (\$1.00) per hour over the highest classification directed during the period acting as a leadhand.

## **ARTICLE 24 TEMPORARY EMPLOYEES**

- 24.01** Temporary employees, including students, may be employed for a period not exceeding thirty (30) shifts, unless both parties agree to extend this limit.
- 24.02** In the case of a general reduction in crew at the operation, temporary employees shall be laid off before regular employees. In the event a temporary employee's employment on the temporary employee roll is terminated but he is rehired by the Company with no break in service, then the time spent on the temporary employee roll from the last date of hire shall be considered as continuous service with the Company. In all other respects, service on the temporary employee roll shall be the same as service by other regular employees.
- 24.03** Temporary employees will waive seniority rights with respect to job postings.
- 24.04** The Company will supply the Union with a list of temporary employees.
- 24.05** Temporary employees will receive the rate of pay for the job they are doing and in addition will receive sixty cents (\$0.60) per hour worked in lieu of benefits.
- 24.06** Temporary employees must be members of the Union as per Article 3 of the Collective Agreement.
- 24.07** There will be no more than a number equal to five percent (5%) of the bargaining unit workforce classed as temporary employees at any given time.
- 24.08** The Joint Union/Management Committee shall meet prior to the summer vacation period to review the need for temporary employees for vacation relief. By mutual agreement, both the number of shifts eligible to work and number of temporary employees may be modified.

**APPENDIX A  
WAGE SCHEDULE**

<u>Grade</u>	<u>Classification</u>	<u>Year 1</u>	<u>Year 3</u>
1	Certified Journeyman	21.20	21.73
2	Shovel Operator Mill Operator (3 Circuits) Certified Partsman	20.20	20.71
3	Blaster I Rotary Drill Operator Journeyman (Non-Certified) Mill Operator II (2 Circuits)	19.50	19.99
4	Tractor Grader Operator (D7 and Up) Front End Loader (+ 4 Yds.) Hydraulic Crane Operator Crusher Operators (Portable & Primary) Packer Operator Scraper Operator 4th Year Apprentice	18.95	19.42
5	Driver Diesel Heavy	18.70	19.17
6	Mill Operator III (1 Circuit) 3rd Year Apprentice	18.20	18.66
7	Lube Truck Serviceman Tractor Operator (-D7)	17.85	18.30
8	Front End Backhoe Operator (4 Yds.) Service (Hiab) Truck Operator 2nd Year Apprentice	17.10	17.53
9	Wash Bay Attendant Helper 1st Year Apprentice	15.70	16.09

**APPENDIX B  
PLANT DEPARTMENT LINES OF PROGRESSION**

**Machine Shop/Primary Crusher  
Mill Maintenance**

Journeyman  
Apprentice

**Pit Shop Maintenance**

Journeyman	Wash Bay Attendant*
Apprentice	Lube Truck Serviceman *
	Helper

**Services Maintenance**

Journeyman	Crane Operator
Apprentice	Front-End Backhoe Operator (-4 Yds)
	Service (Hiab) Truck*
	Helper*

**APPENDIX C**  
**MILL DEPARTMENT LINES OF PROGRESSION**

Operator I

Operator II

Operator III

Helper\*

**APPENDIX D  
MINE DEPARTMENT LINES OF PROGRESSION**

Shovel Operator	Drill Operator	Blaster I
Trainee I	Trainee I	Blaster II
Trainee II	Trainee II	
Trainee III	Trainee III	
Primary Crusher Operator*		Dozer/Grader Operator
Trainee I		Trainee I
		Trainee II
		Trainee III
	Helper*	Driver Diesel Heavy *

Letter of Understanding

Between

Afton Operating Corporation (the Company)

and

United Steelworkers of America, Local 8637 (the Union)

Termination of Employment After Prolonged Absence

In cases where the company receives pertinent medical information that provides a specified return to work date, employees will be exempt from termination of employment as provided for in Article 8.06 (e).

However in such cases the following conditions will apply:

- (1) Such medical information must be in the company's possession one (1) month prior to the end of the hundred and four (104) week period described in 8.06 (e).
- (2) The specific return to work date must be within a reasonable time frame acceptable to the company.
- (3) Should the employee not return to work after the agreed to extension, the provisions outlined in Article 8.06 (e) will be applied and the employee will be terminated.

U.S.W.A., LOCAL 8637

AFTON OPERATING CORPORATION

Stephen Hunt

Ivan Moser

Memorandum of Agreement

Between

Afton Operating Corporation (the Company)

and

United Steelworkers of America, Local 8637 (the Union)

This agreement is reached in an effort to set terms and conditions, which will allow the mine to reopen, and constitute a renewal Collective Agreement between the parties.

The Union will recommend acceptance of the Agreement prior to a ratification vote to be held by those laid off employees still holding seniority.

The Company will announce its decision to the Union whether it will commence production and recall those employees no later than August 15, 1994.

Upon acceptance by a majority of those employees who voted on this proposed settlement, and the decision to commence production, the terms and conditions attached hereto will become binding and final on both parties.

Signed this 22nd day of July, 1994.

U.S.W.A., LOCAL 8637

AFTON OPERATING CORPORATION

Stephen Hunt

Ivan Moser

Letter of Understanding

Between

Afton Operating Corporation (the Company)

and

United Steelworkers of America, Local 8637 (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 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 18.07.

The parties hereto have executed this Agreement on the 22nd day of July, 1994.

U.S.W.A., LOCAL 8637

AFTON OPERATING CORPORATION

Stephen Hunt

Ivan Moser

Letter of Understanding

Between

Afton Operating Corporation (the Company)

and

United Steelworkers of America, Local 8637 (the Union)

The parties agree to modify the named provisions of the collective agreement for employees in pit operations and pit maintenance to provide for a twelve (12) hour shift cycle on a Monday to Friday basis:

1. The employees covered by this letter will work the shift schedule as attached.
2. Article 11.04 is modified to include this schedule which is twelve (12) hours per day based on a work cycle which is three consecutive weeks, averaging forty (40) hours per week.
3. As this schedule averages forty (40) hours per week, article 12.10 is waived, and all regularly scheduled shifts will be pad at straight time>
4. Should operational requirements change, necessitating a different shift schedule, this letter shall become null and void, and the parties shall meet to discuss alternative shift schedule(s).

U.S.W.A., LOCAL 8637

AFTON OPERATING CORPORATION

Stephen Hunt

Ivan Moser

**NOTE:** APPENDIX B, C AND D - ORIGINALS WITH BOXES & TRIANGLES IN USWA  
FILE