

COLLECTIVE AGREEMENT

Between

UNITED STEELWORKERS LOCAL 7619

&

CRAIGMONT MINES A JOINT VENTURE

EFFECTIVE April 1, 2002 To March 31, 2007

COLLECTIVE AGREEMENT

BETWEEN:

**CRAIGMONT MINES a JOINT VENTURE
(Hereinafter called “the Company”)**

OF THE FIRST PART

AND:

**UNITED STEELWORKERS OF AMERICA,
LOCAL 7619
(Hereinafter called “the Union”)**

OF THE SECOND PART

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto.

ARTICLE 1 BARGAINING AGENT AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for its employees as defined in Article 2 - Definition of Employee, for the purpose of collective

bargaining with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.

1.02 (a) Persons, including contractors, whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit which may deny an employee of job opportunity, overtime, which may result in temporary or permanent lay-off, or failure to be recalled from lay-off or cause any employee to be displaced or discharged.

1.02 (b) Company will notify the Union and Chief Steward on all work being contracted out.

1.02 (c) **The Company and the Union shall cooperate fully in the promotion & achievement of the matters set forth in the preamble to this Agreement.**

ARTICLE 2 **DEFINITIONS**

2.01 (a) The term "*employee*" as used in and for the purpose of this Agreement shall include all employees of the Company, except those employees specified in **Article 2.01 (b)** hereof..

2.01 (b) The foregoing section of this Article shall not apply to persons excluded in the Certification granted by the Labour Relations Board.

2.02 The term "emergency" as used in and for the purpose of this Agreement shall mean any sudden or unusual occurrence or condition that could not by the exercise of reasonable judgment have been foreseen by the Company.

2.03 **GENDER REFERENCES**

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

2.04 **NO DISCRIMINATION**

Neither the Union nor the Company in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex, sexual orientation or marital status, **or because of a criminal or summary conviction that is unrelated to the employment of that person.**

ARTICLE 3 MANAGEMENT RIGHTS

3.01 **The Company has the sole right and responsibility to manage its operations and business as it sees fit, including but not limited to the following.**

- a) to plan direct and control operations**
- b) to hire, promote, demote, classify, transfer, and lay off employees, to discipline, suspend and discharge employees for just cause.**

Article 3.01 shall not be exercised in any way inconsistent with any of the terms or provisions of this Agreement.

ARTICLE 4 UNION SECURITY

4.01 **MEMBERSHIP**

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

- (a) authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form provided to the Company by the Union.**
- (b) become a member of the Union and maintain membership.**

4.02 **CHECK-OFF: PROCESS AND PROCEDURES**

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.

- (a)** The dues so deducted shall be remitted, along with a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), within one (1) week after the end of the month payable to:

**Financial Secretary
United Steelworkers of America
Post Office Box 5
Logan Lake, B.C.**

- (b)** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.

- 4.02 (c) Duplicates of the R115 Form [Article 4.02 (a)] and the employee deduction statement [Article 4.02 (b)] shall be forwarded monthly as follows:

**Financial Secretary
United Steelworkers of America
Post Office Box 5
Logan Lake, B.C.
V0K 1W0**

- (d) Such deduction shall appear on the employee's annual statement of Remuneration (T4 slip).
- (e) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 HOURS OF WORK

- 5.01 The provisions contained in this article are established for payroll calculation purposes only and shall not be construed as a representation or guarantee by the Company of any work or employment.
- 5.02 The work day shall commence at the start of the employees regularly scheduled shift and end twenty-four (24) hours later.
- 5.03 A work week for the purposes of this Article shall consist of seven (7) consecutive days beginning at 7:00 a.m., Sunday.
- 5.04 The Company and the Union agree to the following shift schedules:
- (a) ***Eight Hour Shift - Steady Days***
- Eight (8) hours per day, five (5) days per week, Monday through Friday. The normal hours of work shall be 8:00 a.m. to 4:00 p.m..
- (b) ***Twelve Hour Shift - Semi - Continuous:***
- Twelve (12) hours per day which is based on a work cycle that is eight consecutive weeks (four (4) shifts on, four (4) shifts off) averaging forty-two (42) hours per week. The normal hours of work shall be 7:00 a.m. until 7:00 p.m..

5.04 (c) *Twelve Hour Shift - Continuous:*

Twelve (12) hours per day which is based on a work cycle that is eight (8) consecutive weeks (four (4) shifts on, four (4) shifts off) averaging forty-two (42) hours per week. The normal hours of work shall be:

(i) 4 day shifts of 7:00 a.m. to 7:00 p.m. followed by

(ii) 4 night shifts of 7:00 p.m. to 7:00 a.m.

5.05 The Company may from time to time initiate, maintain or discontinue continuous or semi-continuous work schedules subject to the pertinent statutes and regulations of the Province of British Columbia. The Company will discuss a change in such a schedule with the Union prior to a change being implemented. The Union hereby agrees to jointly apply with the Company to the Director of Employment Standards for approval of such schedules.

5.06 The Company may schedule any operation, employee or group of employees at other times because of emergencies, breakdowns, or preparation for start up of work and efficiency of the operation.

The Company shall advise the Union seven (7) days in advance of impending shift schedule changes in writing except where operational considerations do not permit.

5.07 (a) Eight (8) hour shift employees shall have a paid lunch break of thirty (30) minutes designated by the Company between the fourth and fifth hour of the shift.

(b) Twelve (12) hour shift employees shall have two (2) twenty-five (25) minute paid lunch breaks designated by the Company in the fourth or fifth hour and the eighth or ninth hour of the shift.

5.08 (a) **Lead Hand** shall arrange that all employees on eight (8) hour shifts shall have reasonable opportunity for a cup of coffee during the first and second half of each shift.

(b) **Lead Hand** shall arrange that all employees on twelve (12) hour shifts shall have reasonable opportunity for a cup of coffee during each third (3rd) of the shift.

(c) An employee working more than two (2) hours of overtime beyond his regular scheduled shift is entitled to a thirty (30) minute paid lunch break and a \$10.00 meal allowance. An additional thirty (30) minute lunch break will be granted four (4) hours later.

The meal allowance will be paid for unscheduled overtime only.

5.09 Employees working on continuous multiple shift jobs must not leave their place of work at the end of the shift before their replacement or qualified replacement for the following shift has reported for work. Such an employee must remain at his place of work for up to one (1) hour.

- 5.10 (a) Modification of, or new shift schedules, shall be made and posted wherever possible, not later than forty-eight (48) hours preceding the scheduled change. Where less than forty-eight (48) hours notice is given the employee(s) shall report for work and the Company shall pay, by the way of penalty, time and one-half (1 1/2) for the first shift worked following such change. No employee's regular schedule shall be reduced or interrupted to avoid payment of penalty.
- (b) Shift changes shall not be made to avoid the payment of overtime. When an employee works one of his scheduled days off, he shall not be required to take another day off during his regularly scheduled work week.
- (c) Where a change in a shift schedule causes an employee to take more than his normal days of rest, he may elect to work on such day (including a normal day of rest) provided that;
- (i) work is available, and
 - (ii) the performance of that work is approved by the Company in its sole discretion.

When work is performed pursuant to this sub-clause no overtime rates shall apply for regular hours worked and no hours worked shall be used to calculate overtime pay for hours worked in excess of normal hours worked on such days.

- (d) Employees, who are assigned to the compressed work week from schedules which require eight (8) hours of work per day, shall be paid at time and one half for the hours worked in excess of forty (40) hours in the first work week in which the compressed schedule is worked.

5.11 Days off shall be scheduled consecutively.

- 5.12 (a) Overtime work shall be voluntary except for work of an emergency nature.
- (b) Overtime shall be distributed equitably amongst the employees who normally perform the work **with the exception of the production crews, as they will be lumped together for overtime.**
- (c) **If employees miss their last shift & there is overtime the following day, or if the employee is on days off, the Company will call the employee at home. If unable to contact will leave message as to date & time. The employee will have a five minute window to respond or the hours will be charged to the overtime list**

5.13 (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 eight (8) hours in any twenty-four (24) hour period.
- (ii) time worked in excess of forty (40) hours in a work week.
- (iii) For the first eight (8) hours worked on the employee's first scheduled day of rest.

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

- (i) time worked in excess of ten (10) hours in any twenty-four (24) hour period.
- (ii) time worked in excess of forty-eight (48) hours per week.
- (iii) **all hours worked on an employee's second day of rest**

(b) Twelve Hour Shift

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

- (i) time worked in excess of forty-four (44) hours per week.

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

- (i) time worked in excess of twelve (12) hours in any twenty-four (24) hour period
- (ii) all hours worked on an employee's scheduled days of rest

5.14 The Company shall pay an employee requested to work overtime at the applicable overtime rate for a minimum of one (1) hour or for actual hours worked whichever is greater.

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

5.16 No overtime shall be paid for hours worked in excess of the employee's regularly scheduled hours in a work day because of personal arrangements between employees. Any such arrangements must be made with the express permission of the Plant Manager.

5.17 In the payment of overtime as defined in this Article, the one basis which results in the payment of the largest amount of overtime shall be used. There shall be no pyramiding of overtime.

- 5.18** Where an employee who reports for work for his regular shift and who has not been notified not to report to work (except an employee returning from an unauthorized absence):
- (a)** is sent home because no work of any kind is available, he shall be paid an amount equal to four (4) hours pay at his hourly wage rate.
 - (b)** is offered alternate work, the Company shall not pay a penalty. However, the employee may choose to refuse alternate work and go home without pay or discipline for that shift.
- 5.19 (a)** An employee who has already left the Company's premises after the end of his regular shift and is called out to work, shall be paid the applicable overtime rate for each hour worked, from the time he reported for work on call-out to the starting time of his next regular shift, but in any event, he shall be paid not less than the equivalent of four (4) hours at his regular straight time rate.
- (b)** Employees requested by the Company to attend to Union business outside of regular working hours shall receive their regular rate of pay. The Company will wherever practicable schedule meetings either at the start or end of the employees shift.
- 5.20 (a)** An employee with at least one (1) year of seniority, on the day of recall, shall be entitled to bank his overtime. Such employee shall fill out an "Overtime Banking Form" supplied by the Company at the time of recall. The form shall authorize and require the Company to credit each participating employee's "Overtime Account" with an amount equal to all hours paid in excess of the employees straight time rate, until the employee has achieved 48 hours of credit for 12-hour shift employees or 40 hours of credit for 8-hour shift employees and accumulated pay will be paid out on the first pay period after August 31st of each year.
- (b)** Employees who are not affected by the provisions of (a) above, shall notify the Company in the first two (2) weeks of January of each year as to whether or not they wish to participate in "Overtime Banking". Such employees may elect to schedule their banked days during the calendar year or accept payment for the banked time prior to December 31st.

Employees with overtime credits in any calendar year will be required to use them in that calendar year.

This time off shall be taken at times that are suitable to both the Company and the employees. Regular vacation with pay shall have priority over the allocation of "Banked Overtime".

For those employees who elect to participate, all monies in excess of straight time for hours worked will be banked. This will include overtime for the forty-two (42) hour averaging period, statutory holidays worked, the double time overtime payments provided for in Article 5, subject to the previously outlined conditions.

Employees wishing to participate in "Overtime Banking" shall renew their enrolment in each subsequent year.

- 5.20 (c) The Company agrees to adhere to Article 5.20 to allow all employees the opportunity to use their banked overtime hours for the year 2002. Once "shut down" takes place in 2002, Article 5.20 will no longer form part of this Agreement.**

The Company will pay .20 cents per hour to all employees as outlined in Appendix "A". Payment to commence April 1, 2003.

5.21 Shift and Weekend Allowances

- (i) Employee's working other than day shift scheduled shifts shall be paid a shift allowance in addition to their regular rate;

Twelve (12) Hour Shift schedule - Night Shift Allowance

April 1, 2002 55 cents per hour

- (ii) Employees working on regular scheduled shifts on Saturdays and Sundays shall be paid a weekend allowance in addition to their regular rate:

Weekend Shift Allowance:

April 1, 2002 55 cents per hour

- 5.22** In the event of a work shortage or a reduction or discontinuance of operations the Company agrees to confer with the Union for the purpose of considering a work sharing program as an alternative to lay off. The Company reserves the right to base its manning requirements on ability to carry out the maintenance work required during a lay off period.

ARTICLE 6 STATUTORY HOLIDAYS

- 6.01 (a)** Subject to eligibility all employees shall receive a paid holiday allowance equal to the number of regular scheduled hours per day times their regular straight time rate for each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such holiday:

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

- 6.01 (b)** To be eligible to receive pay for the Statutory Holiday, an employee must work his last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday.

- (c) The eligibility requirement in (b) above will be waived by the Company when the employees absence (maximum one (1) month) from an eligible shift has been approved by the Company.
- (d) Should any of the above stipulated Statutory Holidays occur during the employee's vacation period, he shall be given an extra day's vacation with pay.
- (e) Employees who work on a Statutory Holiday may elect to take a substitute day off with pay at a later mutually acceptable time but not later than his next following annual vacation.
- (f) An employee shall not receive holiday allowance if:

 - (i) He fails to work on a paid holiday which he has been scheduled to or has agreed to work unless he provides a reasonable explanation.
 - (ii) The paid holiday falls while he is on lay off.
 - (iii) The paid holiday falls during his first thirty (30) days of employment.
 - (iv) He is on strike or lockout.
 - (v) He is receiving Workers Compensation and has not performed work within the (10) calendar day period immediately preceding the day on which the holiday is observed or within the ten (10) calendar day period immediately following the day on which the holiday is observed.
 - (vi) He is absent due to non occupational illness or accident and receiving weekly indemnity benefits and has not performed work within the ten (10) calendar day period immediately preceding the day on which the holiday is observed or within the ten (10) calendar day period immediately following the day on which the holiday is observed.
- (g) All employees shall be paid one and one half (1 1/2) times their regular rate for all work performed on a Statutory Holiday.

ARTICLE 7 ANNUAL VACATIONS

7.01 ANNUAL VACATION & PAY ENTITLEMENTS

- (a) Employees are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service calculated from their date of hire as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>		<u>Pay %</u>
	<u>Eight (8) Hr Schedule</u>	<u>Twelve (12) Hr Schedule</u>	
♦ <i>Less than one (1) year preceding the vacation year</i>	<i>One (1) day for each month of employment, to a maximum of ten (10) shifts</i>		4.0 %
♦ <i>One (1) year or more but less than three (3) years</i>	<i>Ten (10) shifts</i>	<i>Ten (10) shifts</i>	5.0 %
♦ <i>Three (3) years or more but less than five (5) years</i>	<i>Fifteen (15) shifts</i>	<i>Twelve (12) shifts</i>	6.5%
♦ <i>Five (5) years or more</i>	<i>Twenty (20) shifts</i>	<i>Sixteen (16) shifts</i>	7.0%

7.02 VACATION SCHEDULING

7.02 (a) Employees shall have preference in respect to annual vacations, within their classification according to the seniority list and the operational requirements, provided they file applications before **April 15th** of each year for vacations to be taken in that year (January 1 to December 31). Employees electing to split their vacation will be entitled to preference for only one (1) portion of vacation. This process shall repeat itself until all vacations are completed.

- (b) Vacations must be taken during the year of their entitlement, and may be split into four (4) day blocks for twelve (12) hour shift employees or five (5) day blocks for eight (8) hour shift employees. Shorter blocks may be taken only if there is less than a four (4) or five (5) day entitlement remaining.

7.03 When an employee's service terminates and he has not had his annual vacation or received vacation pay, the Company shall pay to the employee, in addition to other monies due him, the appropriate vacation pay pursuant to Article 7.01 (a).

7.04 (a) A separate pay cheque or statement will be generated for payment of these vacation allowances and will be distributed in the same manner as the pay cheque or statement.

- 7.04 (b)** Employees will be provided with an itemized cheque for vacation pay on the pay period ending as close to their anniversary date as possible; or if requested by an employee, on the pay period ending as close as possible to when their vacation is taken or at each pay period.

ARTICLE 8 SENIORITY

- 8.01 (a)** The Parties recognize that job opportunity and seniority shall increase in proportion to the length of service. It is agreed that the term "*seniority*" as used herein shall have reference to any employee's right to a job based upon his length of service with the Company and his ability to efficiently fulfil the job requirements.
- (b)** All promotions, transfers, filling of vacancies, lay-offs, training, and recall from layoffs shall be done strictly in accordance with the principle set forth in Article 8.01 (a).
- (c)** Seniority of each employee covered by this Agreement shall be established after a probation period of ninety (90) calendar days and shall count from date of employment.
- (d)** Seniority shall be maintained and accumulated during absence due to:
- (i)** Lay-off;
 - (ii)** Sickness or non-compensable accident covered by authorized leave of absence;
 - (iii)** Authorized leave of absence;
 - (iv)** Absence from employment while serving in Canada's Armed Forces;
 - (v)** Absence from employment on Union business; and/or
 - (vi)** Absence due to accident or sickness covered by W.C.B.
- (e)** An employee shall lose his seniority standing and his name shall be removed from all seniority listings for any of the following reasons:
- (i)** If the employee voluntarily quits;
 - (ii)** If the employee is discharged and not reinstated under the terms of this Agreement;
 - (iii)** If the employee is laid off and fails to return to work within three (3) working days after he has been notified to do so by the Company by registered mail to his last known address; and/or
 - (iv)** If on lay-off for lack of work for a period of more than twenty-four (24) consecutive months.
 - (v)** if the employee accepts severance allowance as per the provisions of Article 12.

8.02 SENIORITY LISTS

- (a) On May 1st and November 1st of each calendar year, seniority lists shall be posted. The seniority list shall contain the following information:
 - (i) the employee's name;
 - (ii) the date of seniority;
 - (iii) the employee's classification;
- (b) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward and one copy to the Union staff representative.
- (c) New employees will be added to the list at the time they attain seniority.

8.03 RECALL FROM LAY OFF

- (a) Employees shall be recalled in order of seniority provided those to be recalled possess the skill and ability to perform the work available.
- (b) Employees will not lose their seniority, or recall rights pursuant to Article 8, if they are on the spare board, the Company will grant a leave of absence up to two (2) months for the purpose of alternate employment.
- (c) **The Company will supply a copy to the Union each month of those employees who are on the spare board or have been transferred to the spare board.**

ARTICLE 9 SAFETY & HEALTH

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

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

- 9.02** The Joint Safety and Health Committee shall be composed of not more than two (2) members appointed by the Union, one (1) of which shall be the Union Safety Committee Co-Chairman and one (1) the Craigmont Safety Representative, and two (2) members appointed by management, one (1) of which will be the Company Co-Chairman. For each regular member appointed, there may also be an alternate appointed to act in the absence of the regular member. The function of the Committee shall be to recommend solutions to problems relating to the promotion of safety and health on the job site.
- 9.03 (a)** When conducting monthly safety tours of each area of the operation, the Union Safety Co-Chairman (or his designate), together with the Company Co-Chairman or his designate, shall conduct the inspection.
- (b)** Where the Joint Safety Committee makes an inspection and they find an unsafe condition, they shall immediately take steps to correct the unsafe condition.
- (c)** After completion of the inspection tour, the Joint Committee shall meet and discuss such safety and health matters as have arisen on the tour. In addition, all reportable incidents in that area in the previous month will be reviewed and further remedies or preventative action may be recommended.
- (d)** A copy of the monthly safety tours is to be sent the United Steelworkers of America, Local 7619.
- 9.04** All reportable accidents and reportable incidents shall be investigated in the presence of the Union Safety Co-Chairman or his designate.
- 9.05** The Company agrees that there shall be regularly scheduled safety meetings on Company time for all members of every crew once per calendar month. Included in the agenda will be:
- (a)** reading of the previous meeting's minutes for errors or omissions;
- (b)** outstanding safety items from previous meetings and progress update(s), if any;
- (c)** report of new safety concerns or suggestions.
- 9.06** In dealing with safety and health conditions affecting employees, the Union or members of the Joint Safety and Health Committee shall have access to the operations to investigate and discuss such matters. Access for such investigations shall be arranged by **Lead Hand** at a mutually agreed time and Company officials shall accompany Union officials on such investigations.
- 9.07 (a)** An employee has the right to refuse to work where he has reason to believe that:
- (i)** any equipment, machine, device, or thing he is to use or to operate is likely to endanger himself or another employee;
- (ii)** the physical condition of the workplace or the part thereof in which he works or is to work is likely to endanger himself.

- 9.07 (b)** If an employee refuses to do particular work, he shall promptly report the circumstances of his refusal to his **Lead Hand** who shall forthwith investigate the report with the safety representative;
- (c)** Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee then an inspector representing the Ministry of Mines shall investigate the refusal to work and shall give his decision in writing as soon as possible.
- (d)** The employee may be found alternative work, if available, until such time the job has been made safe or determined to be safe to work on;
- (e)** Pending the investigation and decision of the Inspector under (c), no bargaining unit employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been made safe or determined to be safe to work on;
- (f)** No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the rights conferred on him under this Article.
- 9.08 (a)** An employee who is injured on the job and is unable to complete his shift will have his normal earnings maintained for the balance of that shift.
- (b)** The Company agrees to replace personal clothing that is damaged beyond reasonable repair, as a result of an accident.
- 9.09** The Company shall provide an adequate supply of standard protective safety equipment as required, which shall include:

Leather Faced Work Gloves	Welding Gloves
Ear Protection	Welding Helmets
Rubber Gloves	Winter Mitts
Safety Glasses	Coveralls
Mono Glasses	
Respirators	Rubber Boots
Hard Hats	Safety Belts
Winter Hard Hat Liners	Safety Face Shields

Rain Gear

which shall be made available as determined to be necessary by the employee's **Lead Hand**. The Company will cover the cost of laundering coveralls on a weekly basis.

All employees will receive a work boot allowance of one hundred dollars (\$100.00) each year **and will be paid on the first pay period in April**.

ARTICLE 10 GENERAL PROVISIONS

- 10.01** Any employee being discharged, laid off, or leaving of his own accord, shall be paid wages due him within five (5) business days.
- 10.02** The Union shall have the use of a bulletin board on the premises of the Company and provided by the Company for the purpose of posting, notices, etc. which may be of interest to the Union members.
- 10.03** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to it at its registered address in the City of Merritt, B.C. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Union at its registered address in the City of Kamloops, B.C.
- 10.04** Representatives of the Union shall have access to the Company's premise during normal working hours. It is agreed that such visits will not interfere with normal operations. The parties will agree on a mutual time for such visits.
- 10.05 (a)** The Company shall, at least every second (2nd) Friday, pay to each employee covered by this Agreement, all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular payday, payment will be made the preceding day. If the employer makes an error in an employees pay cheque the employer will issue the amount owing out of petty cash or by cheque within two (2) business days
- (b)** Employees will receive their pay by deposit to their account at the bank of their choice subject to conditions established by the bank.
- 10.06** The Company may make reasonable workplace rules to be observed by all employees. The Company shall discuss with the Union any new or changed rules. All changes shall be communicated to the employees prior to implementation, which shall include posting on Bulletin Boards.
- 10.07** **NO INDIVIDUAL CONTRACTS OR AGREEMENTS**
- (a)** No employee shall be compelled or allowed to enter into any individual contract or agreement with his Company concerning the conditions of employment varying the conditions of employment contained herein.
- (b)** No employee shall be asked to make a written or verbal agreement with the Company varying terms or conditions of this Agreement.
- 10.08** Those employees required to supply tools shall be paid an additional sixty dollars (\$60.00) per month. For the purpose of this Article, employees that are required to supply tools are certified and uncertified trades. There shall be no further compensation to employees for lost tools.

10.09 An employee who is temporarily transferred from his regular job shall be paid the wage rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred is less than the rate of his regular job, he shall be paid his regular rate during the period of such temporary transfer. Rate changes shall apply only when job changes have a duration of an hour or more and the employee shall be paid the higher rate for the entire shift.

10.10 Light Duties

On the advice of a qualified medical doctor, employees in receipt of Worker's Compensation, Long Term Disability Benefits or employees who are unable to perform their regular duties as a result of injury or illness, may be offered Light Duty employment, provided the Company can offer meaningful employment. The nature of the employment will be designed having in mind the employee's physical capabilities, and his present skills and abilities.

Either the Company or the Union may recommend candidates for Light Duty placement, and the nature of the work to be offered, but the Company shall have the right to place such employees who have agreed to Light Duty placements and to promote and demote such individuals and direct their efforts from time to time, free from any limitations provided for in Article 8 of this Agreement provided, however, that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee.

10.11 Accommodation

The parties agree to discuss and implement an accommodation for an employee who is disabled because of illness or injury, up to the point of undue hardship.

ARTICLE 11 BENEFITS

11.01 (a) The Company agrees to pay 100% (per employee per month) of premiums required to obtain the insurance plans listed in **the benefits booklet group policy number G0098276 Manulife Financial will form part of the Collective Agreement.** Employee eligibility for enrollment in the respective insurance plans is subject to the eligibility requirements contained within the subject plan. Coverage provided is subject to the terms of the respective insurance plans.

(b) In the event of lay-off, the Company agrees to continue to cover the premiums for the insurance plans for a period of thirty (30) days from date of lay-off. No premiums will be paid by the Company for the remainder of the lay-off period. Premiums will only be continued when an employee is recalled.

11.01 (c) GROUP REGISTERED RETIREMENT SAVINGS PLAN

(i) Eligibility

Six (6) months of employment

With six months of employment an employee may contribute any amount that he may request per hour for all hours worked on the payroll guideline and this will be addressed once every six (6) months.

The employer shall contribute forty cents (.40) per hour for all hours worked. The Company will further contribute an additional ten (.10) cents per hour for all hours worked commencing on April 1, 2006.

(ii) Contributions

- Bi-weekly

(iii) Investment Choices

- R.R.S.P.

(iv) Administration Fees

- No cost to the employee

(v) Cash Withdrawals

- Not permitted prior to termination or retirement

1. At retirement:

- * Cash Withdrawal
- * R.R.I.F.
- * Life Annuity
- * Term Certain Annuity

2. At Termination:

- * Leave On Deposit
- * Cash Withdrawal
- * Transfer To Another R.R.S.P.

3. At Death:

- * Transfer To Spouse
- * Cash Withdrawal

ARTICLE 12 SEVERANCES

12.01 SERVICE ALLOWANCE

In the event of a permanent closure of the Operation resulting in the permanent layoff of employees, severance will be paid under the following procedure:

- 12.01 (a)** Following six months of employment, all employees, upon termination, shall receive two (2) weeks wages or a pro rated portion thereof if they have been employed for less than three (3) years. Upon completion of three (3) years employment the amount of pay is increased to three (3) weeks and an additional week of pay is added for each additional year of employment, up to a maximum of eleven (11) weeks. On April 1, 2006, the Company will add one additional week to the service allowance which would increase it to a maximum of twelve (12) weeks.
- (b)** An employee who accepts the severance allowance at the time of lay off will lose his seniority standing as per the provisions of Article 8.
- (c)** The calculation of wages for the purposes of this section will be pursuant to the Employment Standards Act.

ARTICLE 13 DURATION & INTEGRITY OF AGREEMENT

13.01 DURATION

- (a)** This Agreement shall be for the period from and including **April 1, 2002** up to and including **March 31, 2007**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b)** During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
- (i)** the Union commences a legal strike; or
 - (ii)** the Company commences a legal lockout; or
 - (iii)** the Parties enter into a new or further Agreement.
- (c)** During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d)** Notice to commence collective bargaining must be in written form.

13.02 STRIKES AND LOCKOUTS

The Union agrees during the term of this Agreement there will be no slow down or strike, stoppage of work or refusal to work or to continue to work. The Company agrees that during the term of the Agreement there will be no lockout.

13.03 LABOUR RELATIONS CODE - SECTION 50(2) AND (3) EXCLUDED

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

ARTICLE 14 UNION STEWARDS

14.01 SHOP STEWARDS

- (a) The Union is entitled to appoint or elect from among the employees one (1) Shop Steward and one (1) alternate per shift. The duties of the Stewards shall be to assist in the reporting and resolution of all grievances and complaints.
- (b) The Company agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Company in writing of the names of the employees so appointed or elected. The Union agrees to advise the Company in writing of any changes made from time to time.
- (c) The Shop Stewards first obligation is the fulfilment of his responsibilities as an employee. Before leaving the workplace the Shop Steward must ask for permission from his **Lead Hand**.
- (d) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (e) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his duties on behalf of the Union.

14.02 GRIEVANCE CHAIRPERSON

- (a) The elected Steward Body may elect from their ranks a person who will be the Chief Shop Steward.
- (b) In the absence of an on site Union President the Chief Shop Steward will be recognized by the Company as the official spokesperson on behalf of the Union.
- (c) The Chief Shop Steward will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

**14.03 MANAGEMENT & STEELWORKERS GRIEVANCE CHAIRMAN
& UNION STEWARDS MEETING**

- (a) Upon request a person or persons designated by the Company and empowered to act on a subject will meet with the **Grievance Chairman and/or Union Chief Shop Steward** or his designate on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) The **Chief Shop Steward** will be permitted to attend such meetings without loss of pay. **The Company further agrees to pay the Union Grievance Chairman's lost time to attend these meetings when requested by the Company. The steward and Management shall mutually agree upon the time and location of such meetings. There will be no premium cost to the Company**
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the **Chief Shop Steward** agrees there are no problems it will not be necessary to convene the monthly meeting.

ARTICLE 15 LEAVES OF ABSENCE

15.01 EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Company shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office for a period of up to and including one (1) year.
- (b) A request for such an approved leave must be given to the Company by the Union, in writing, on union letterhead and signed by the representative of the Union two weeks prior to said leave.
- (c) The Company is not obligated to grant such leave to more than one (1) employee at a time.

15.02 JURY AND WITNESS DUTY

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Company any pay received the employee shall continue to receive his full wages for such period of time.

15.03 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Company, but the granting of such leaves is within the discretion of the Company. The granting of such leaves will be in writing.

15.04 MATERNITY AND PARENTAL LEAVE

All employees will be afforded all benefits of maternity and parental leave in accordance with the Employment Standards Act.

15.05 The Company, upon receipt of written notice from the Union, may grant up to Five (5) days leave of absence without pay to not more than one (1) employee at any one time, to attend Union education programs and or Union conventions, provided operational requirements of the Company permit. Written notice shall be given at least Fifteen (15) days prior to commencement of such leave.

15.06 BEREAVEMENT LEAVE

- (a) An employee on the twelve hour shift schedule will be granted four (4) days off without loss of pay and an employee on the eight hour shift schedule will be granted five (5) days off without loss of pay in the event of death of a member of his immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied.
- (b) "Immediate family" shall be understood to include the employee's mother, father, spouse, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren and spouse's brothers, spouse's sisters, father-in-law, mother-in-law, daughter-in-law and son-in-law.
- (c) For the purposes of this article "*spouse*" shall be defined to include a common-law spouse.

ARTICLE 16 SALARY ADMINISTRATION

16.01 WAGE RATES

The wage rates provided in the attached applicable Appendix shall cover the job classifications of employees within the jurisdiction of Local 7619 of the United Steelworkers of America and shall remain in effect throughout the specified or extended term of this Agreement.

16.02 NEW CLASSIFICATIONS

It is agreed that the Company has the right to amend existing job classifications and create new job classifications not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Company will set a rate for the new or amended classification and advise the Union. The Union and the Company will discuss the new or amended classification and rate, and will be guided by the existing wage schedule in this agreement.

ARTICLE 17 TECHNOLOGICAL CHANGE

- 17.01 (a)** Where the Company intends to introduce new technological equipment that shall result in decreased hours of work or layoff, the matter shall be discussed with the Union in advance to review the implementation process and discuss any other implications.
- (b)** The Company and the Union agree that technological change is both necessary and desirable for the viability of the Company and the ongoing security of its employees.
- (c)** In recognition of the foregoing, the Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off or permanently demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at Step Three of the grievance procedure.
- (d)** For the purpose of this agreement, a technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which adversely affects employees in the bargaining unit through lay off or demotion from their present job classification..
- (e)** In order to lessen the effects on employees who are adversely affected as a result of technological change, it is agreed that:
- (i)** The Company shall notify the Union not less than three (3) months in advance of intent to institute technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated.
 - (ii)** The Company will cooperate with the Provincial or Federal Governments and participate in every way possible in training or retraining of employees affected by technological change. This shall include educational leaves of absence for retraining, if required.
 - (iii)** New jobs created by technological change shall be evaluated in accordance with Article 16.02.

17.02 During and for the term of this Agreement, The Company and the Union will each appoint two (2) members to a committee which shall meet at the call of either the Company or the Union for the purpose of making recommendations to the Company with respect to mitigating the impact of technological changes on the employees of the Company. The Company will give due consideration to such proposals.

ARTICLE 18 DISCIPLINE AND DISCHARGE OF EMPLOYEES

18.01 (a)

- (i) Employees can only be disciplined or discharged for just and reasonable cause.
- (ii) During the probation period specified in this Agreement, an employee may be discharged if he is unsuitable for status as a regular employee, as determined by the Company.
- (b) In the event that an employee is disciplined or discharged for any reason, the Shop Steward and/or Union President will be notified and be present at any meeting the Company has with the employee.
- (c) When the Company finds it necessary to lay-off or discharge a Shop Steward, the Union Staff Representative shall be notified prior to such lay-off or discharge.
- (d) A copy of all disciplinary or discharge letters shall be sent to the Union office.
- (e) All letters of discipline shall be deemed void after one (1) year from date of issue.

ARTICLE 19 PROCEDURE

19.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

- (a) Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

19.02 GRIEVANCE PROCEDURE

(a) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Company, within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, the Shop Steward and the Supervisor.

The Management shall answer the grievance in writing within ten (10) days.

(b) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step One, a further attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and a person or persons designated by the Company.

This step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

(c) ARBITRATION/INVESTIGATION PROCEDURE

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step Two, either the Union or the Company may advance the grievance to the next step. The next step involves a selection from the following alternatives:

(i) The optional grievance procedure provided for in Article 19.03; or

(ii) Go to a single Arbitrator as agreed in (e) below.

(d) If both Parties agree, the grievance may be heard by a single Arbitrator. The Parties shall have five (5) working days to agree on an Arbitrator. Failing such agreement, either Party may request the Minister of Labour to appoint such Arbitrator.

(e) ARBITRATION:

The final step of the grievance procedure shall be full arbitration as provided herein, unless the Parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board or by the recommendations of the investigator under the optional grievance procedure or by a single Arbitrator appointed in (e) above.

19.02 (f) Union and Employer Policy or Group Grievance

The Union or the Employer may file policy or group grievances. Such grievances shall be filed at Step Two of the grievance procedure.

19.03

OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE

The Parties have agreed to initiate an optional grievance investigation procedure on a trial basis for the specified term of this Agreement, in accordance with the following:

(a) Purpose and Scope:

Recognizing that there are times and circumstances in which it may be necessary to seek third party assistance in the resolution of grievances and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings the Parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

(b) Optional Grievance Investigation Procedure

As provided for in Section 103 of the Labour Relations Code of B.C., where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the Parties will appoint one (1) of the persons named herein as "*Investigators*" or a substitute agreed to by the Parties to:

- (i)** investigate the difference;
- (ii)** define the issue in the difference; and
- (iii)** make written recommendations to resolve the difference

within five (5) days of the date of the receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

(c) Cost Sharing

As provided for in Section 103 of the Labour Relations Code, each Party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his substitute. The remaining one-third (1/3) will be paid by the provincial government.

Each of the Parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

19.03 (d) Investigators - Alternates Agreed To and Selection

The Parties have agreed that for the term of this Agreement the following persons shall be recognized as the "*Investigators*" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment:

* Vincent Ready * Ms. Judi Korbin
* Ms. Joan McEwen

or such others that may be available from time to time.

(e) Option Choice and Timing

Either Party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The Party wishing to use the investigation procedure shall notify the other Party of the decision, within five (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

(f) Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the Parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the hearing by the Investigator and confirmed by the Parties in writing.

19.04 TIME LIMITS

A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed abandoned. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

19.05 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

(a) The Union agrees to provide the Company with a written list of the names of any persons other than Shop Stewards who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union and to provide further written advice of changes made in the list from time to time.

(b) The Company agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Company and to provide further written advice of changes made in the list from time to time.

ARTICLE 20 HUMANITY FUND

For the purpose of international aid and development, the Company agrees to deduct on a **yearly** basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, **on a yearly basis**, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to :

**Financial Secretary
United Steelworkers of America
Post Office Box 5
Logan Lake, B.C.
V0K 1W0**

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

The first "*Humanity Fund*" deduction as aforesaid shall be for the **month of August** following ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

ARTICLE 21 JOB POSTINGS

- 21.01 (a)** All permanent jobs shall be posted. The selection of employees to fill posted jobs shall be based upon Company Seniority as per Article 8.01 (a)
- (b)** The Company will send a copy of the job postings to the Union and will provide the Union with a list of all employees who applied to the posting along with the name of the successful applicant.
- (c)** **An employee accepting a job posting must remain in the posted job for a period of six (6) months before applying for another job posting.**
- (d)** **The company will allow one lateral move when a vacancy creates an opportunity for an employee to change shift within the department. The Company will canvass employees within their classification to fill such vacancy, based on Company seniority.**

The Company will post the vacancy created by the lateral move, in accordance with Article 21.01 (a) of the Collective Bargaining Agreement.

21.02 (a) Notice of all job vacancies that require posting shall be made known on all Company Notice Boards within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays and remain on all Notice Boards for a period of seven (7) calendar days.

(b) The notice that a vacancy exists shall be in the following form:

Date posted _____ Posting # _____

The following vacancy (vacancies) in
the _____ for the job(s)
of _____ on _____

crew _____ schedule _____

in which, on assignment, is paid for at the rate
of \$ _____ per hour, is announced.

Applications in writing shall be received by
the Applicant's Lead Hand no later than
_____ (date to be seven (7) calendar days after the date of posting).

Date

Manager

(c) Job Posting forms will be two (2) copies signed by the Lead Hand; One (1) copy to the Company and one (1) to the applicant.

21.03 Every effort shall be made to enable the successful applicant to report to his new job within fourteen (14) calendar days from the date of acceptance. In any event he shall receive the new rate of pay for the job awarded, if it is greater than his present rate of pay, or if the applicant is held back longer than fourteen (14) calendar days.

21.04 (a) In the case of temporary vacancies which are not expected to exceed twenty eight (28) regular working days, the company shall consider the seniority of the employee on the shift on which the vacancy exists provided the individual has the qualifications to perform the job. If there are no volunteers, the company will fill the vacancy, by company seniority from employees on the spare board.

(b) If a temporary vacancy occurs for a period which exceeds twenty eight (28) regular working days, then such vacancies shall be filled by the company without posting in accordance with the provisions of Article 8.01. If there are no volunteers the company will fill the vacancy with employees from the spare board.

(c) The parties agree that if a volunteer wishes to fill a temporary vacancy, there must be a qualified replacement for his job on the shift or an employee on the spare board.

21.05 An employee may make application in anticipation of job vacancies that may occur while he is absent due to vacation, sickness, leaves of absence and accidents.

ARTICLE 22 TRAINING

- 22.01 (a)** The Company has the responsibility for the efficient operation of the Mine and Mill. In recognition, however, of the desirability of providing back up and versatility to ensure continuity of operations and to provide employees with an opportunity to qualify for higher paying jobs, the Company agrees, in cases referred to in Article 8.01, to provide training once it establishes that an employee possesses the minimum qualifications to perform the work.
- (b)** Such training shall be provided in the following manner, subject to the requirements of efficient operations:
- (i)** The company agrees that every effort will be made by Lead Hand to train each employee to perform the work that is required to ensure continuity of operations.
 - (ii)** In a case where an employee has been awarded a job pursuant to the provisions of Article 21 but has not completed the training for that job, the Company shall provide a reasonable opportunity to complete that training.
 - (iii)** Should the trainee feel that some aspects of the training are not going well, he is encouraged to talk to his immediate Lead Hand.
 - (iv)** Should the Lead Hand feel that the trainee is not responding to the training in total or in specific areas, he is encouraged to discuss the situation with the employee. If the employee feels the Lead Hand's evaluation is unjust he is encouraged to discuss the situation with the Lead Hand in the presence of his Shop Steward.
- 22.02** Determination of qualifications and provision for reasonable training opportunities shall be made by the Company in a just manner. Whether the Company made such determination in a just manner shall be subject to the Grievance Procedure.
- 22.03** The Company will select applicants for training in accordance with the provisions of Article 8.01.
- 22.04** The training rate applied during training shall be the employees regular hourly rate.
- 22.05** The Training provisions set forth in Article 22 shall apply.
- (a)** For a period of time sufficient to learn to perform the specific job.
 - (b)** To provide replacement for vacancies or anticipated job vacancies.
- 22.06** The proficiency will be determined by testing the operator's skill in performing all of the work required in the work area. Upon attaining the rate, the operator will be expected to do all of the jobs assigned to him for which he is not limited to assignment on the above

mentioned equipment, but may be assigned other work in accordance with the terms of the Collective Agreement, and from time to time, in order to allow training opportunities for trainees.

22.07

The company may require that an employee be familiarized in a job in their classification to ensure that they maintain their skills in all jobs in their classification.

APPENDIX “A”

WAGE RATES

JOB CLASSIFICATION	2002 1 ST Year	2003 2 nd Year	2004 3 rd Year	2005 4 th Year	2006 5 th Year
LEAD HAND	24.44	25.25	26.01	26.66	27.46
UNCERTIFIED TRADES	21.15	21.88	22.54	23.10	23.79
CERTIFIED TRADES	23.59	24.38	25.11	25.74	26.51
LAB TECHNICIAN	20.10	20.80	21.42	21.96	22.62
JANITOR & PARTS RUNNER	19.27	19.47	19.47	19.66	19.86
OPERATOR I Loader	20.10	20.80	21.42	21.96	22.62
OPERATOR II Loader & Cat or Plant	20.36	21.07	21.70	22.24	22.91
OPERATOR III Loader or Cat & Plant	20.36	21.07	21.70	22.24	22.91
OPERATOR IV Loader & Cat & Excavator & Plant	21.18	21.91	22.57	23.13	23.82
LABOURER	15.74	16.33	16.82	17.24	17.76
PROBATIONARY PERIOD (Except Labourer)	17.91	18.56	19.12	19.60	20.19

Security & Loadout – Employees retain their present wage rates while performing the job as outlined in Appendix A

Tailings Disposal Management – Employees retain their present wage rates as outlined in Appendix A and have the opportunity to train up to Equipment Operator IV

Plant Operator to receive an additional .25 cents an hour while performing the duties of Plant Operator.

Management may from time to time assign other pieces of equipment that are not outlined in Appendix “A” to the junior employee.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement this ____ day of

ON BEHALF OF THE COMPANY:

CRAIGMONT MINES a JOINT VENTURE

ON BEHALF OF THE UNION:

**THE UNITED STEELWORKERS
OF AMERICA, LOCAL 7619**

LETTER OF UNDERSTANDING

**BETWEEN: CRAIGMONT MINES a JOINT VENTURE
 of the first part**

**AND: UNITED STEELWORKERS OF AMERICA
 LOCAL UNION 7619
 of the second part**

SUBJECT: TEMPORARY STAFF POSITIONS

If an employee is transferred from the bargaining unit to a staff position, he shall retain his seniority in the bargaining unit for a maximum period of:

- i) 4 x 4 dayshift/4 x 4 days and nights -- thirty (30) working shifts (360 hours) in each calendar year.

- ii) 5 x 2 shift - forty-five (45) working shifts (360 hours) in each calendar year.

The Company shall supply to the Union, each quarter, an up to date list of the employees being utilized in a staff position detailing the number of hours worked year to date.

The Parties hereto have executed this Agreement this ___ day of _____, ____.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

**BETWEEN: CRAIGMONT MINES A JOINT VENTURE
 of the first part**

**AND: UNITED STEELWORKERS OF AMERICA
 LOCAL 7619
 of the second part**

SUBJECT: INSULATED COVERALLS

- 1.) The Company agrees to reimburse the cost of insulated coveralls to a maximum of \$120.00 per pair, where the purchase of such coveralls is authorized as being necessary by the employee's **Lead hand**, having in mind the nature of the work assignment.
- 2.) The Company further agrees that each of these employees shall be reimbursed for a maximum of two (2) pairs of insulated coveralls and they will be replaced only on the basis that the employee provides evidence that a current pair of their coveralls are no longer serviceable.
- 3.) The Company will not reimburse for lost or stolen coveralls.
- 4.) The Company agrees to cover the cost of laundering coveralls on a weekly basis.
- 5.) The parties further agree to develop a security system to ensure safe storage of insulated coveralls.
- 6.) Any disagreement as to whether or not the nature of the work assignment requires insulated coveralls will be referred to the OHSC. The Committee will investigate any disputes and resolve any disagreements.

The parties hereto have executed this Agreement this ____ day of _____

**ON BEHALF OF THE COMPANY
CRAIGMONT MINES A JOINT VENTURE**

**ON BEHALF OF THE UNION
UNITED STEELWORKERS OF AMERICA
LOCAL 7619**

LETTER OF UNDERSTANDING

**BETWEEN: CRAIGMONT MINES A JOINT VENTURE
of the first part**

**AND: UNITED STEELWORKERS OF AMERICA
LOCAL 7619
of the second part**

SUBJECT: EDUCATION & TRAINING FUND

The company agrees to pay to the United Steelworkers of America, Local 7619 1 cent per hour for each employee, towards an Education & Training Fund.

Payment will be made in each year of the Collective Bargaining Agreement and will be paid on the first week in August of each year.

The parties hereto have executed this Agreement this _____ day of _____

**ON BEHALF OF THE COMPANY
CRAIGMONT MINES A JOINT VENTURE**

**ON BEHALF OF THE UNION
UNITED STEELWORKERS OF AMERICA
LOCAL 7619**

LETTER OF UNDERSTANDING

**BETWEEN: CRAIGMONT MINES A JOINT VENTURE
of the first part**

**AND: UNITED STEELWORKERS OF AMERICA
LOCAL 7619
of the second part**

SUBJECT: SOAR STEELWORKERS ORGANIZATION OF ACTIVE RETIREES FUND

The Company agrees to deduct on a yearly basis the amount of **(not less than \$0.01)** per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a yearly basis, to pay the amount so deducted to the Steelworkers Organization of Active Retirees.

Payment will be made in each year of the Collective Agreement and will be paid on the first week in August of each year. Payment will be made to:

**Financial Secretary
United Steelworkers of America
P.O. Box 5
Logan Lake, BC
V0K 1W0**

The Parties hereto have executed this Agreement on the _____ day of _____ 2002.

**ON BEHALF OF THE COMPANY
CRAIGMONT MINES A JOINT VENTURE**

**ON BEHALF OF THE UNION
UNITED STEELWORKERS OF AMERICA
LOCAL 7619**

MEMORANDUM OF AGREEMENT

BETWEEN: CRAIGMONT MINES A JOINT VENTURE
AND UNITED STEELWORKERS OF AMERICA LOCAL 7619

The Parties hereto have executed this Agreement, subject to the ratification of the membership of USWA Local 7619.

- 1. The company to pay retroactive back to April 1, 2002.**
- 2. A lump sum payment of \$500.00 paid to each employee on August 31, 2002.**

**On Behalf of the Company
Craigmont Mines**

Michael Craven

**On Behalf of the Union
United Steelworkers Of America
Local 7619**

Dan Will

Rupert Douthwright

John Wilson

Don Fraser

Alvin Lukinchuk