

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ARROW MINING SERVICES INC.**

**AND**

**ARROW - TAHLTAN JOINT VENTURE**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**JANUARY 1<sup>st</sup>, 2004 - DECEMBER 31<sup>st</sup>, 2008**

**DON McGILL**  
**Secretary-Treasurer**

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**ARROW-TAHLTAN JOINT VENTURE**

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THIS AGREEMENT EFFECTIVE THE 1ST DAY OF JANUARY, 2004.

**BY AND BETWEEN:        ARROW MINING SERVICES INC. AND  
ARROW - TAHLTAN JOINT VENTURE**  
Carrying on business in  
Stewart, B. C.

(hereinafter referred to as the "Employer")

**AND:                        TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

### **SECTION 1 - BARGAINING AGENCY**

The Company recognizes the Union as the exclusive bargaining agent for employees of the ESKAY CREEK ore haul and agrees to negotiate with the Union towards a peaceful and amicable settlement of any difference that may arise between the Company and the Union.

The Union agrees to co-operate with the Employer in hiring First Nations people who qualify to enter the training programs.

The Parties shall jointly maintain a liaison and co-operate with local training.

### **SECTION 2 - UNION SHOP**

Prior to commencement of employment new employees shall be required to sign authorization cards for deductions of initiation fees, dues and assessments as required by the By-Laws of the Union. It is agreed that the Company shall distribute a Union Application form for membership, such forms to be forwarded to the Union office when completed and signed.

### **SECTION 3 - DEDUCTION OF UNION DUES**

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees and union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union.

The Employer further agrees to automatically deduct union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

#### **SECTION 4 - BUSINESS REPRESENTATIVES OF THE UNION**

A Business Representative of the Local Union will request and have access to the Company's premises covered by this Agreement and shall in no way interrupt the Company's working schedule.

#### **SECTION 5 - CONFLICTING AGREEMENTS**

The Company agrees not to enter into any agreement or contract with employees of the Company, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

#### **SECTION 6 - INTERPRETATION COMMITTEE**

The Company and the Union agree to the establishment of a committee which shall meet as required during the term of this Agreement, to deal with any matter regarding the interpretation or application of this Agreement that may be raised by any of the parties signatory hereto.

#### **SECTION 7 - PICKET LINES**

It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if any employee refuses to cross a picket line which has not been declared illegal by a Court of Competent Jurisdiction.

#### **SECTION 8 - PROTECTION OF CONDITIONS**

It shall be a violation of this Agreement for the Company to require that an employee purchase any vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business as a condition of employment.

#### **SECTION 9 - SHOP STEWARDS**

9.01 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given to the Shop Steward to carry out his duties with pay. The Union shall be notified in writing if a Shop Steward is

discharged for cause and such cause shall be stated in the reasons. Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the company without pay.

9.02 A Shop Steward shall be present, if requested by the employee whenever he or she is being interviewed over a formal disciplinary matter.

## **SECTION 10 - MANAGEMENT RIGHTS**

The Union agrees that the management of the Company including the right to plan, direct, and control operations, the direction of the working force and the discipline and discharge of employees for just cause are the sole right and function of the Employer.

## **SECTION 11 - TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executor and assigns. In the event of an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such business or any part hereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the date of the fact of any sale, transfer, lease assignment, receivership or bankruptcy proceeding not including the financial arrangements thereof.

## **SECTION 12 - STRIKE AND LOCKOUT**

During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work or slow-down either partial or general, authorized by the Union.

## **SECTION 13 - E.I. SEPARATION**

Any employee on lay-off, who requests his E.I. separation slip shall not be considered terminated.

## **SECTION 14 - TRIP RATE**

- 14.01 Drivers will be paid on a trip rate basis. The rates are as provided for in Appendix "A".
- 14.02 It is recognized that tarping of loads and proper weighing procedures are included in the driving duties and are included in the trip rate.
- 14.03 Shifts will be scheduled on a twenty-four (24) hour basis. Employees will be given two (2) consecutive days off.
- 14.04 Effective March 1, 2004, where mechanical breakdowns occur on the road, drivers will be reimbursed at eighteen dollars and fifty cents (\$18.50) per hour to a maximum of four (4) hours.
- 14.05 **Temporary Road Closure** - In the event of temporary road closures on the indicated haul routes, the driver will be paid eight (8) hours pay in twenty-four (24) hours at the applicable hourly rate, after the first eight (8) hours.

## **SECTION 15 - HOURS OF WORK FOR HOURLY RATED EMPLOYEES**

- 15.01 Except as hereinafter provided, the regular work day for hourly employees shall consist of eight (8) hours of work not including the meal period. All employees will be scheduled two (2) consecutive days off per week.

- 15.02 Any employee who reports to work on a regular schedule will be paid not less than eight (8) hours pay.
- 15.03 Any hourly employee who is called into work on his scheduled day off shall be guaranteed four (4) hours' pay at the appropriate overtime rate.
- 15.04 Truck driver training trips will be paid at 65% of the existing trip rate.
- 15.05 The weekly work schedule will be posted one week in advance if changes are forthcoming.
- 15.06 The Company shall pay overtime rates of wages to every employee entitled thereto as follows:  
  
All time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- 15.07 For the first two (2) hours of overtime on any regular day, one and a half (1 ½) times his regular rate of wages, and for all time worked thereafter, the employee shall be paid double his regular rate of wages.
- 15.08 First eight (8) hours @ time and one-half, and double time thereafter.
- 15.09 For all employees first and second day of rest shall be the 6th and 7th shifts.
- 15.10 Where an hourly employee works on one of his rest days, he shall be paid at one and a half (1 ½) times his wage rate. If he works both days, he will be paid at double time for the second day of work.
- 15.11 Where any hourly employee works on his regularly assigned rest day or days, he shall be paid in accordance with the above.
- 15.12 The parties agree to discuss the start and finish of the work week as it applies to the mechanics.
- 15.13 Except in the case of emergency or where it is unavoidable, no hourly employee shall work weekly overtime (6th or 7th shift) until all regular employees in their work unit have worked the full quota of regular hours, provided there are capable and qualified regular employees amongst those who have not worked their quota of regular hours. Provided the foregoing has been complied with, seniority will prevail in classification for the allocation of overtime.
- 15.14 Overtime for hourly employees shall be allocated wherever possible to capable senior employees in a voluntary manner, provided however, that upon reaching the bottom of the seniority list, the employee shall be required to work overtime.



## **SECTION 16 - WAGES AND WAGE STATEMENT**

- 16.01 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross hours worked, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom, a total to date from January 1st of the current year of gross pay, income tax, Canada Pension Plan, and Unemployment Insurance. Pay cheques and pay stubs shall be distributed to each employee in sealed envelopes.
- 16.02 Except as otherwise mutually agreed between the parties, all regular employees covered by this Agreement shall be paid not less frequently than on every other Thursday, all wages earned by such employees to date, not more than seven (7) days prior to the day of payment. The pay period shall commence each Friday at 0001 hours.

## **SECTION 17 - SENIORITY**

- 17.01 The Employer shall, in January of each year of the Agreement, provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment.
- 17.02 Seniority of an employee means the length of his/her full time service since the date of his/her last hiring.
- 17.03 When a new employee is hired on a full time basis, it is agreed that he/she shall be on probation for the equivalent of sixty (60) days worked and during this period, seniority will not be applicable. When the probationary period is completed, his/her seniority will commence from the date of hiring. The parties agree that the probationary period is an evaluation period for the Company to determine if the probationary employee will qualify for permanent employment.
- 17.04 a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he/she shall be placed on such job to determine whether or not he/she has the ability.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to ninety (90) days, and if found unsatisfactory shall be returned to his/her former position without loss of seniority.

- b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.
- d) The parties recognize that this section does not apply to the posting of specific schedules nor is it to interfere with the Employer in the selection of lead hand positions.

17.05 Full time employees will be laid off in the reverse order of their Company seniority and will retain all seniority during their protected recall period. They must maintain, on record with the Employer, their correct mailing address. Laid off employees will be recalled back to employment with the Company in their proper Company seniority order, provided he/she is qualified to do the available work. The recall period for a laid off employee is limited to twelve (12) months from date of lay-off and once that period of time has expired, their employment will be terminated with the Employer.

17.06 Seniority will be completely lost by an employee if he/she:

- a) quits, or
- b) is discharged and not reinstated under the terms of the Collective Agreement;
- c) is laid off by the Company for a period of more than twelve (12) months and while on lay off, it will be the duty of the employee to keep the Company informed as to his address and phone number;
- d) is sent a notice of recall and fails to report to work within ten (10) days of receiving notice. Such notices will be mailed by double registered mail to the last given address by the employee. If the notice is not deliverable or not

picked up within fifteen (15) days of registering, the employee will be considered as quit;

- e) exceeds authorized leave of absence, unless for legitimate cause;
- f) is absent without leave without a satisfactory reason.

17.07 Casual employees or those hired on an incidental and temporary basis will be carried on a separate seniority list and be given first opportunity at a regular posting provided he/she meets all Company qualifications. Casual employees do not qualify for the benefit plan.

## **SECTION 18 - GENERAL HOLIDAYS**

18.01 Pay for holidays when not worked shall be as follows:

18.02 Employees shall be paid for time not worked at the regular rate on New year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

18.03 The rates of pay for these General Holidays will be what the employee would have earned had he worked that shift.

18.04 Employees entitled to these ten (10) paid holidays shall have been on the payroll within thirty (30) calendar days previous to the Holiday.

18.05 Employees absent from work by reason of accident or illness not in excess of six (6) months shall receive pay for General Holidays as designated herein.

18.06 Employees absent by reason of leave of absence, discharge, quit or suspension shall not be entitled to General Holiday pay.

18.07 The employee who is terminated or discharged for just cause within the thirty (30) calendar day period shall not be entitled to General Holiday pay. If an employee who has been laid off temporarily is returned to work within thirty (30) calendar days, after the holiday, he/she shall be entitled to the paid General Holiday.

18.08 In the event that a General Holiday falls on an employee's regular day off, he/she shall, upon request and consistent with the efficient operation of the business, be entitled to the day following such General Holiday without pay.

## **SECTION 19 - ANNUAL VACATIONS**

19.01 For the purposes of this Article, vacation entitlement shall be calculated based upon an employee's seniority as defined in Section 16.2. Employees with one (1) or more years of completed full time service will be granted as follows:

<b>Full Time Years of Completed Service</b>	<b>Working Hours of Vacation</b>
1 to 3 years	4% or 80 hours, whichever is greater
4 to 8 years	6% or 120 hours, whichever is greater
9 to 14 years	8% or 160 hours, whichever is greater
15 years or more	10% or 200 hours, whichever is greater

19.02 Insofar as is possible, vacations will be scheduled by mutual agreement consistent with the efficient operation of the business. Vacation schedules will be posted and approved and when there is a conflict in dates, seniority shall be the determining factor.

19.03 Upon written application, at least one week prior to the commencement of an employee's annual vacation, vacation pay will be payable prior to the beginning of the employee's vacation.

## **SECTION 20 - LEAVES OF ABSENCE**

20.01 An employee wishing a leave of absence must request same in writing. The Employer may grant such leave without pay, depending on the impact of such leave on its operation. The granting of such leaves will be in writing and if such leave is used for reasons other than those granted, the employee will be subject to discipline up to and including discharge.

Any employee hereunder on leave of absence engaged in gainful employment without written permission from both the Company and the Union shall forfeit his seniority and his name shall be stricken from the seniority list and he will no longer be considered as an employee of the Company.

20.02 Maternity leave will be in accordance with the Employment Standards Act.

20.03 **Bereavement Leave**

- a) Effective January 1, 2000, upon request the employees will receive four (4) days paid bereavement leave and will be paid eight (8) hours at the applicable hourly rate for the term of this Collective Agreement.
- b) A regular employee's immediate family is defined as an employee's spouse, mother, father, sons and step-sons, daughters and step-daughters, brothers and sisters, mother-in-law and father-in-law, grandfathers and grandmothers, which will also include the spouse's grandparents. Step-father or step-mother will be recognized provided such step-father or step-mother had the status of the employee's father or mother. Step or foster parents shall be deemed to mean father and mother.
- c) Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay, for the purpose of attending a funeral provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

## **SECTION 21 - JURY DUTY**

- 21.01 a) Any regular full time employee who is required to perform jury duty on a day on which he/she would normally have worked, will be granted a leave of absence without pay for the duration of the leave. Any regular full time employee who attends Court in response to subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment will be paid his regular straight time rate for his regularly scheduled hours.
- b) Clause 20 a) will have no application for an employee on leave of absence or when receiving benefits under the Health & Welfare Plan, annual vacations, Workers' Compensation or as otherwise covered in this Agreement.

## **SECTION 22 - GRIEVANCE PROCEDURE**

- 22.01 The parties agree that it is desirable that any complaint or grievance should be resolved as quickly as possible. The Employer is prepared to meet with the employee and if the employee so wishes, with his Union representative, for the purpose of discussing grievances with the object of reaching a satisfactory solution. The parties agree to have a regard for the efficiency of the operation in scheduling these meetings both in their frequency and length.
- 22.02 a) Where a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either of the parties, may institute a grievance with the other party specifying the difference or alleged violation of the Agreement. An earnest effort shall be made to settle the dispute in the following manner:

- b) The employee and/or the Union and/or the Employer shall present the grievance in writing and the parties shall schedule a grievance meeting. Upon completion of the grievance meeting, the owner or the Union shall deliberate upon the matter and answer the grievance, in writing, within seven (7) working days of the grievance meeting. If the grievance is not satisfactorily resolved, it may be processed at Stage 2 of the Grievance Procedure.
- c) At Stage 2 the Business Agent and Division Manager will meet in an attempt to resolve the grievance. The Division Manager will give a written reply within seven (7) days. Failing a resolution, the grievance will proceed to arbitration by either party giving notice to the other within ten (10) days of receiving this written reply in Stage 2.
- d) It is understood that no grievance will be considered unless it is presented within 14 days of the occurrence which led to the grievance or when the employee, the Union, or the Employer reasonably should have been aware of the occurrence.
- e) A grievance must be initiated and processed in compliance with the time limits of this Section or it will be deemed to be abandoned.
- f) It is intended that grievances shall be processed as quickly as possible, however, if both parties mutually agree, in writing, the time limits may be waived in order to ensure that a proper investigation is conducted. For the purposes of this Grievance Procedure "days" means working days and excludes Saturdays, Sundays and General Holidays.
- g) All grievances will be resolved with no stoppage of work.

## **SECTION 23 - ARBITRATION**

23.01 The parties agree to apply the provision of Section 112 of the Labour Code of British Columbia and exclude the operation of Section 96 of the same Act.

23.02 Where a difference between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Ready or a substitute agreed to by the parties shall, at the request of either party:

- 1) investigate the differences;

- 2) define the issues in the differences; and 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 order.

23.03 An officer named in accordance with this Section 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 decision inconsistent with the provisions of this Agreement. The decision of the officer shall be final and binding on both parties.

## **SECTION 24 - SAFETY CONDITIONS**

24.01 It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly but not later than the end of the shift, trip or tour all safety and/or mechanical defects on the equipment which they have operated during the shift, trip or tour. All trucks and tractors to be equipped with trouble sheets in triplicate book form and the book with one (1) copy to remain in the vehicle at all times.

24.02 In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his/her employment when a Company employee refuses to operate such identified equipment.

24.03 It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of that equipment.

24.04 It shall be the duty of the maintenance shop employees to perform their duties efficiently and as instructed in such a manner that repairs having been made, do correct the safety and/or mechanical defect.

24.05 In order to provide adequate vision, front and rear, the Company shall install heaters, heated mirrors and heated defrosters on all trucks and tractors, the mirrors to be of a size not less than 6" x 12" except where a smaller size or different type is more adequate to the safe operation of the vehicle. Also, convex mirrors on the right hand side of the vehicle will be at least 8" and be mounted on a separate bracket.

24.06 The Company shall not require employees to load or unload trailers at night in an area without proper lighting.

24.07 Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle and the Company shall make available such adequate equipment.

- 24.08 Tractors and trailers shall have installed steps or devices to allow reasonable and safe access to the body.
- 24.09 All tractors operating on the highway shall be equipped with properly functioning trip recording devices. Dependent contractors shall also be bound by this sub-section.
- 24.10 All highway power shall have a compartment for storing tools in a safe location.
- 24.11 In isolated areas where the nature of loading requires additional assistance, the Company shall endeavour to arrange such assistance as may be required.
- 24.12 All tractors will be equipped with brake retarders.
- 24.13 All highway tractors with air brakes shall be equipped with application gauges.
- 24.14 All tractors used during hours of darkness will be equipped with back up lights.
- 24.15 It is to the mutual advantage of both the company and the employee that employees shall not operate vehicles which are not in a safe operating condition. full consideration will be given to safety, health and comfort of the employee in the design of new equipment.

**24.16 Safety Conditions**

If any item of safety becomes contentious, it shall be referred to the Committee under Article 1.03.

- 24.17 Drivers will be supplied, upon request, with ear plugs or ear muffs, whichever are appropriate and will be responsible for same.
- 24.18 The Company agrees to co-ordinate along with Workers' Compensation Board regulated meetings, a Union/Company meeting for all employees to address any outstanding issues. These meetings will be held twice per year.

**SECTION 25 - DURATION OF AGREEMENT**

- 25.01 This Agreement shall be in full force and effect for five (5) years from January 1, 2004 to December 31, 2008, and shall continue in full force and effect from year to year unless one of the parties requests the other to renegotiate as provided for in the appropriate legislation or until notice of strike or lockout is served in which case this Agreement shall terminate.
- 25.02 The parties hereto agree to waive the provisions of Section 50 subsections (2) and (3) of the Labour Relations Code.

**SECTION 26 - HEALTH AND WELFARE & PENSION**



26.01 The Employer agrees to participate in the Teamster Health and Welfare program as per Appendix "B".

26.02 The Employer agrees to participate in the Teamster Pension Plan as per Appendix "C".

**SECTION 27 - ENABLING CLAUSE**

27.01 Local Union 213 and the Employer may jointly agree to terms and conditions other than those contained in this Agreement.

## **SECTION 28 - SEVERANCE PAY**

- 28.01 a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or closure of the whole or any part of the Stewart operation, or the loss of the business, shall receive termination pay as follows:

Each employee who stays until their last required day of work shall receive termination pay based on one (1) weeks pay for each year of employment. No employee shall receive less that two (2) weeks pay.

- b) Severance pay will not be applicable in the event of a layoff of an employee unless the layoff without recall exceeds a period of 12 months.
- 3) Each employee who stays until their last required day of work shall receive termination pay based on one (1) weeks pay for each year of employment. No employee shall receive less than two (2) weeks pay.

## **SECTION 29 - MINIMUM STANDARDS**

- 29.01 The parties recognize that the Employment Standards Act applies to this Agreement, the parties also agree that specific provisions will not be applied, but the totality of the Act versus the totality of the Collective Agreement will be compared.

## **SECTION 30 - MECHANICS TOOL PROTECTION**

- 30.01 The Company agrees to provide one hundred percent (100%) insurance coverage for mechanic's tools, to a maximum of \$30,000.00, upon receipt of an itemized tool inventory, which must be updated by written notice on an annual basis.

## **SECTION 31 - MECHANICS - COVERALLS**

- 31.01 Where required the Company will supply to each shop employee, on an exchange basis, insulated coveralls.
- 31.02 Where required the Company will supply to each shop employee, on an exchange basis; appropriate rain gear.
- 31.03 **Boot Allowance** - After the completion of one (1) year of service and on each successive anniversary date, the Company will supply to all employees on an exchange basis, a boot allowance of one hundred and fifty dollars (\$150.00) for the purchase of CSA approved footwear.

SIGNED AT \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR ARROW MINING SERVICES INC. FOR TEAMSTERS LOCAL UNION  
JOINT VENTURE No. 213

APPENDIX "A"

CLASSIFICATION	EFFECTIVE		EFFECTIVE		EFFECTIVE
	EFFECTIVE	EFFECTIVE	JAN. 05	JAN. 06	JAN. 07 JAN. 08
Mechanic		\$25.63	\$26.14	\$26.66	\$27.19
\$27.73					
Serviceman		20.57	20.98	21.40	21.83
	22.27				
Tire Man	20.57	20.98	21.40	21.83	22.27
Tire Man					
(Wilson Rodway)	23.28	23.75	24.23	24.71	25.20
(This rate is in effect of ONLY the duration for which Wilson Rodway is the Tire Man)					
Journeyman					
/Fabricator/Welder	28.63	29.20	29.78	30.38	30.99
Kitwanga Shed					
Coordinator	23.28	23.75	24.23	24.72	25.21
Shop Helper	16.24	16.56	16.90	17.23	15.58
**To assist the mechanics and other assigned work, i.e. chain repairs, shop cleaning, equipment washing, parts pick up and delivery, etc. hours of work are to be flexible and at the direction of the maintenance facility supervisor.					
Working Foreman		50¢ above trade rate			
Lead Hand		\$2.00 per hour premium			

Mechanics hourly rate of pay will be subject to standard overtime provisions after the first eight (8) hours of work.

**Driver Trip Rates**

Stewart -Eskey					
Stewart	290.90	296.72	302.65	308.70	314.87
CycleTime - 12 hours					
Kitwanga - Eskay					
Kitwanga	360.72	367.93	375.29	382.80	390.46
Cycle Time - 14.5 hours					
Extra Driving Time	23.28	23.75	24.23	24.71	25.20
Waiting Time 18.50	18.50	18.50	18.50	18.50	

**Cement Trip Rates**

Kitimat - Eskay					
Kitimat	512.02	522.26	532.71	543.36	554.23
(tankers with backhaul)					
Kitimat - Eskay					
Kitimat	488.08	497.84	507.80	517.95	528.31
(tankers without backhaul)					

**Cement Trip Rates**

Kitimat - Meziadin	256.08	261.20	266.43	271.75	277.19
Meziadin - Eskay	256.08	261.20	266.43	271.75	277.19
Kitimat - Smithers	307.76	313.92	320.19	326.60	333.13
Kitimat - Hazelton	203.70	207.77	211.93	216.17	220.49
Kitimat - Terrace	145.50	148.41	151.38	154.41	157.49
Kitimat - Prince Rupert	256.08	261.20	266.43	271.75	277.19
Kitimat - Kitimat	104.76	106.86	108.99	111.17	113.40
Kitimat - Stewart	331.74	338.37	345.14	352.05	359.09

Cycle Time includes:

- pre-trip
- driving time
- loading of gravel

- unloading of gravel
- loading and unloading of ore
- shovel snow prior to scaling
- scaling
- tarping
- fuelling
- cleaning of cab
- operation of Kitwanga loader if required
- wash truck with fire hose or pressure washer
- chain up
- cleaning boxes after dumping,

Cycle times will be reviewed on an annual basis.

All additional driving and/or work time will be paid at \$23.28 per hour.

Mechanics 5% in year one (1), all other employees 2% in year one (1). Add 2% per year to all employees for each year of the Agreement. The Company will agree to pay a \$500.00 signing bonus to all employees covered under this Agreement within two (2) weeks of ratification and will be paid by separate cheque. Every subsequent year, on February 15<sup>th</sup>, \$500.00 will be paid to each employee with twelve (12) months of continuous service.

Parties agree to one (1) lease operator provided Lease Operator meets same standard as company units.

Parties agree that at any time during the term of the Agreement if the Company receives a request for proposal on a new hauling contract a committee will be formed to discuss the requirements for onboard monitoring units, equipment, etc.

### **Payroll Errors**

If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to one day's pay or more, he shall be entitled on request to receive same as soon as practicable but not later than the week following the pay day on which the error was reported.

If any employee improperly completes his time card or pay claim, or does into turn them in on completion of his trip, any pay so affected will be included with the next regular pay period.

Regarding the mechanic's concern re: the forty (40) hour week, related to payroll dates and the seven (7) day per week operation, this problem is to be the subject of further discussion between the parties.

**APPENDIX "A-1"**

When the customer requires the ore to be delivered to other than the above destinations the appropriate trip rate will be negotiated with the Union.

Additional pay for delays caused by mechanical breakdown will be paid @ \$18.00 per hour.

**Lease Operator**

The parties agree to allow the use of a lease operator at the Stewart Division when required, providing the use of the lease operator does not displace regular Company truck drivers.

## **APPENDIX "B"**

### **HEALTH AND WELFARE PLAN**

The Company shall provide the "Teamsters Local 213 Health and Welfare Plan" to all regular employees, members of the Union, and eligible dependents coming under the jurisdiction of this Agreement.

- a) Any member of the Union who is in the employ of the Company on a regular full time basis on the effective date of the Health and Welfare Plan shall join the Plan on that date.
- b) Any regular employee, member of the Union, who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first (1st) day of the month immediately following thirty (30) calendar days from the date of employment with the Company.
- c) It will be the responsibility of the Company to ensure that all regular employees are enrolled in the Health and Welfare Plan and for making premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees will cause the Company to be liable for any claims arising thereof.
- d) It shall be the responsibility of the Union to provide the Company with the necessary Health and Welfare Plan forms.
- e) It shall be the responsibility of the employee to cause such forms to be filled out and completed by his doctor in order that they can be processed in order.
- f) The Administrator of the Plan shall cause the insurance carrier to remit payments due the employee not less frequently than his normal pay periods.
- g) The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to the applicable insurance underwriters.
- h) Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by M.S.P.
- i) The Cost of the Health Insurance Plan and Provincial Medicare combined \$285.00 per month effective January 1, 2001, shall be borne by the Company, plus any increases for M.S.P. and Dental.



- j) Part time employees shall not be covered under the provisions of the Health and Welfare Program until the first (1st) day of the month following the date they become regular employees.
- k) A regular employee, to qualify for Health and Welfare, must have worked a minimum of one (1) day per month.
- l) When an employee goes off work ill, or on compensation or a grievance is invoked on his/her discharge, the Company shall continue to pay both his/her Health and Welfare premiums and Union dues so that the employee shall be protected to the utmost, provided:
  - i. The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five months in arrears, and
  - ii. The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

- m) The Company agrees to pay and submit contributions for Life Insurance, Accidental Death and Medical Services Plan for one (1) month following the month in which an employee is laid off.

## **APPENDIX "C"**

### **PENSION PLAN**

The Company will contribute ninety cents (\$0.90) per hour for which wages are payable, to the Teamsters Local Union 213 Pension Plan. (Trip time of 11 or 13 hours.)

Such contributions shall be submitted by the 15th day of the month following that to which they refer.

- a) Contributions and remittances shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.
- b) Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
  - c) The Union will advise the company, in writing, of any delinquency.
  - d) If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
  - e) In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the company for recovery of the amount due.

**APPENDIX "D"**

**TEAMSTERS LOCAL UNION No. 213 TRAINING TRUST FUND**

- (a) The Employer shall make contributions at the rate of ten cents (10¢) per hour for which wages are payable to each employee covered by this Agreement to the Teamsters Local Union No. 213 Training Trust Fund, and payable by the fifteenth (15th) day of the month following that to which they refer.
- (b) The Teamsters Local Union No. 213 Training Trust Fund shall be used to provide workmen with the opportunity to acquire and improve their skills in accordance with the plan contained in the Trust Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN:           ARROW MINING SERVICES INC. AND  
ARROW - TAHLTAN JOINT VENTURE**

**AND:                 TEAMSTERS LOCAL UNION No. 213**

**RE:                  KITWANGA DISPATCH**

The parties agree to make the following changes to the Kitwanga dispatch:

1.     The maximum number of drivers working on one truck will be established at two (2).
2.     Two (2) drivers will be assigned to each truck on a 4 on 3 off cycle.
3.     The drivers agree that they will make themselves available to deal with increased production from the mine.
4.     During the road restriction period the Kitwanga dispatch will operate on a 24 hour call your partner basis.
5.     The three (3) excess drivers will be assigned to Stewart first on a volunteer basis and then assigned on the basis of seniority.
6.     The parties agree to review this arrangement on an ongoing basis and make adjustments as required.

SIGNED AT \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR ARROW MINING SERVICES INC.  
AND ARROW-TAHLTAN JOINT VENTURE

FOR TEAMSTERS LOCAL UNION No.  
213

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