

# **COLLECTIVE AGREEMENT**

Between

**TECK COMINCO METALS LTD.**

And

**UNITED STEEL, PAPER AND  
FORESTRY, RUBBER,  
MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)**

**LOCAL 9705**

Effective June 1, 2005  
Expires May 31, 2008

**INDEX - LOCAL 9705**

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# Collective Agreement

## U.S.W. Local 9705

**THIS AGREEMENT** effective on the 1st day of June 2005.

BETWEEN:

**TECK COMINCO METALS LTD.** (Trail, B.C.)

(the "Company")

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION (UNITED STEELWORKERS)**

**LOCAL 9705**

(the "Union")

**WITNESSETH AS FOLLOWS:**

### **ARTICLE 1. PURPOSE**

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to establish settled conditions of employment and to ensure the prompt and equitable disposition of any grievances which may arise.
- 1.02** The Company and the Union agree to meet from time to time to discuss matters of mutual concern at the request of either party.
- 1.03** Words imparting the masculine gender shall include the feminine.

### **ARTICLE 2. RECOGNITION**

- 2.01** The term "employees" as used in this Agreement means all those individuals employed by the Company at the Company's operations at Trail, B.C., being all office and technical employees, except cafeteria, safety and supervisory staff, employed in the classifications listed in Appendix "A" or such new classifications as the Company may establish from time to time and which classifications the parties may agree are included within the bargaining unit. Casual employees are included as "employees" only insofar as specifically provided for in Article 17. For purposes of this Collective Agreement the term "person" shall mean anyone other than an employee.

- 2.02** The Company recognizes the Union as the exclusive bargaining agent for the purpose of conducting collective bargaining regarding rates of pay, hours of work, and other working conditions of employees and the Company will continue to so recognize the Union as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under the law.
- 2.03** If requested by an employee, and if reasonably available, an employee has the right to have the appropriate Union representative present:
- (i) Any time discipline is given to the employee,
  - (ii) During an investigation meeting requiring the presence of the employee where the findings of the meeting may result in discipline being given to the employee, or
  - (iii) During meetings requiring the presence of the employee, where a representative of the Company's Industrial Relations Department is present.
- 2.04** Following the discipline, suspension or termination of an employee(s) the Company will provide prompt written notification to both the employee(s) and the Union regarding the reasons for such actions.

### **ARTICLE 3. MANAGEMENT RIGHTS**

- 3.01** The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union further recognizes that the Company retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement.
- 3.02** Nothing contained in this Agreement shall be deemed to obligate the Company to continue to operate any of its plants or properties or any part thereof.
- 3.03** The Company shall always have the right to hire; to discipline, demote, and discharge employees for just and sufficient cause; and to retire an employee at age sixty-five (65). The Company agrees, however, not to impose disciplinary demotions. The selection of supervisors shall be entirely a matter for the Company's decision.

### **ARTICLE 4. CHECKOFF AND UNION SECURITY**

- 4.01** The Company agrees that upon receipt of written authorization from the employee, it will deduct from the employee's pay the amount of Union dues, initiation fees and/or assessments (excluding fines and strike-fund assessments), as set from time to time by the Union. Deductions will be made in every pay period. The Company will submit the total sum of the amount to the Secretary-Treasurer for deposit in the name of the Union, together with a list of those from whom the deductions are made and the amount, within fifteen (15) days from the

end of the pay period.

**4.02** An assignment pursuant to Marginal Paragraph 4.01 shall be substantially in the following form:

"To Cominco Ltd.

Until this assignment is revoked by me in writing, I hereby assign to, and authorize you to deduct from my wages and pay to the United Steelworkers of America, Local 9705;

1. Union initiation fees in the amount set by the United Steelworkers of America, Local 9705 and communicated in writing to the Company by the Union.
2. Monthly dues in the amount set by the United Steelworkers of America, Local 9705 and communicated in writing to the Company by the Union.
3. Special assessments (excluding fines and strike-fund assessments) communicated in writing to the Company by the Union."

**4.03** If an assignment is revoked the Company shall give a copy of the revocation to the Union.

**4.04** Notwithstanding any provisions contained in this Article, there shall be no financial responsibility on the part of the Company for fees, dues, or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

**4.05** During the life of this Agreement, the Company shall deduct as a condition of each employee's employment a sum equivalent to dues as set by the Union from every pay period and remit the same within fifteen (15) days from the end of the pay period to the Secretary-Treasurer of the said Union. The Company will, at the time of making each payment, name the employees from whose pay such deductions have been made. No deductions shall be made under this Marginal Paragraph from the pay of an employee who has filed with the Company an assignment of Union dues in accordance with Marginal Paragraphs 4.01 and 4.02 while such assignment remains in effect.

#### **ARTICLE 5. NO DISCRIMINATION**

**5.01** The Company agrees that there shall be no intimidation or discrimination against any employee by reason of his legitimate activities as a member, steward or officer of the Union. The Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Company by reason of his not being a member of the Union. Both parties agree that there shall be no discrimination against any employee because of the employee's race, national origin, colour, religion or sex.

#### **ARTICLE 6. NO STRIKES OR LOCKOUTS**

**6.01** The Company shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employees shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

#### **ARTICLE 7. UNION BUSINESS**

- 7.01** The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office for a period up to and including three (3) years. Application for such leave shall be made in writing by the Union to the Superintendent Employee

Relations of the Company. The Company shall not be required to grant the privilege under this Marginal Paragraph to more than one employee at the same time.

- 7.02** Time spent under Marginal Paragraph 7.01 above shall not in any way jeopardize an employee's seniority or service for pension purposes, and shall be considered as service with the Company for the purpose of determining vacation entitlement but not vacation pay in accordance with Articles 14 and 15. However, such time spent under Marginal Paragraph 7.01 above shall not be considered as time worked for any other benefits under this Collective Agreement.

- 7.03** The Company agrees to grant leave of absence without pay to employees to attend such functions as labour conventions, labour arbitrations, labour schools or grievance matters as set forth in this Agreement, provided the aggregate leave of absence granted under this Marginal Paragraph for all such Union purposes shall not interfere with the normal operations of the Company and shall not exceed 400 calendar days in any one calendar year. Such leave shall not be unreasonably withheld. The limitation of 400 days may be exceeded for the purpose of collective bargaining provided it does not interfere with the normal operations of the Company. No deduction will be made by the Company from the pay of any such employee for the duration of the unpaid leave of absence so granted. At the end of each calendar month, the Company will bill the local Union for the amounts paid to each such employee while the employee was on such leave of absence. The Union shall reimburse the Company within fourteen (14) days of such billing.

- 7.04** No person shall solicit membership in the Union or in any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour organization activity on Company time or within the plants of the Company except to the extent expressly provided for in this Agreement.

- 7.05** The time spent in investigating and settling disputes by employees delegated by the Union for that purpose shall be considered as time worked; and payment shall be on the basis of straight time. Under no condition shall overtime rates be paid. The time to be paid for under this section shall be limited to nine hundred and sixty (960) hours per year.

- 7.06** The Company agrees to use its best efforts to ensure that Union officers and stewards who have missed training and promotion opportunities due to their union duties will, upon ceasing to hold any such office, be given preference for training, subject to the requirements of the Operation.

- 7.07** On two (2) weeks notice and written application by the Union, the Company agrees to grant a leave of absence, without pay, to an employee appointed to a position with the Union or with the International of the United Steelworkers of America or for the business purposes of the Union or the International. Leave of absence for an employee appointed to a position with the Union or the International shall be limited to a maximum period of three (3) years. The Company shall not be obligated to grant the privilege to more than one employee at the same

time.

## **ARTICLE 8. SAFETY**

- 8.01** The Company and the Union, recognizing the benefits to be gained from a safe and healthy place of employment agree that they shall co-operate in continuing and improving the measures now in effect for the prevention of accidents and the elimination of health hazards.
- 8.02** The Company shall continue to make provisions for the safety and health of employees. The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its members.
- 8.03** The Union Safety Chair may participate in the Senior Joint Occupational Health and Safety Committee.
- 8.04** The responsibilities of the Joint Committee will be to:
- (i) make regular inspections of the work areas at the Operation, including the inspection of new processes and equipment prior to initial operation. Union safety representatives, or an alternate designated by the Union will be included in these inspections as appropriate.
  - (ii) meet regularly to take up such safety and health matters which may be brought before it by either the Union or the Company. Union safety representatives as noted in (i) will be included as appropriate.
  - (iii) investigate promptly all accidents involving fatalities and disabling injuries involving or having potential for extended loss of time by an employee, and make recommendations for remedial or preventative action.
- 8.05** Minutes of all meetings of the Senior Joint Occupational Health and Safety Committee and reports of all inspections and investigations will be prepared by the Company and provided to the Union. If the Union disagrees with the accuracy of the minutes as prepared, it shall set forth reasons for such disagreement in writing and forward to the Company, which disagreements will then form part of the minutes.
- 8.06** The Senior Joint Occupational Health and Safety Committee shall meet quarterly with a senior Company official or officials designated by the Company to review recommendations contained in inspection reports with special attention to repeat items and to discuss other matters pertaining to accident prevention and health which may be raised by the Committee. The Union or Company Chairperson shall give his counterpart forty-eight (48) hours notice prior to the meeting of any new business to be discussed that is not specifically covered in inspection reports. The notice period shall not include weekends or statutory holidays.
- 8.07** The Union Chairperson or his/her alternate will have access to work areas at any time after receiving proper clearance for the area in question.

- 8.08** The Company agrees to continue to provide a sound safety education and training program. Any changes or additions to the program will be communicated to and discussed with the Union.
- 8.09** The Union agrees to develop and maintain internal information and education programs on accident prevention and health through such media as membership meetings, seminars and Union publications.
- 8.10**
- (i) It is the intent of the Parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation or process in question.
  - (ii) If an employee observes unsafe equipment, conditions or practices, he shall take steps to correct the unsafe situation. If the employee cannot correct the unsafe situation, he shall immediately report it to his supervisor, and his supervisor shall then investigate promptly the unsafe equipment, condition or practice and shall take steps as appear necessary in his opinion to correct the unsafe situation.
  - (iii) If the employee is not satisfied with the decision of his supervisor, he may immediately notify his Union Safety Representative, who, together with the employee, may discuss the matter with the supervisor.
  - (iv) If the employee is not satisfied with the decision of his supervisor, the Union Safety Representative may notify the Union Chair who, together with the employee and the Union Safety Representative, may discuss the matter with the Business Area Superintendent, and, if in their opinion it is desirable, with the Activity Manager.
- 8.11**
- (i) No one shall carry out or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when he has reasonable cause to believe that to do so would create an undue hazard to the health or safety of anyone.
  - (ii) An employee who refuses to work is entitled to be reassigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so.
  - (iii) Prior to assigning other employee(s) to a job or task in dispute, such employee(s) will be apprised of the nature of the work refusal.
- 8.12** If the procedures outlined in Marginal Paragraphs 8.10 and/or 8.11 fail to resolve the matter, the employer and the Union Representative will notify an officer of the Workers' Compensation Board and request assistance.
- 8.13** The Company shall continue to furnish protective equipment, coveralls and other safety devices in accordance with the Personnel Protective Equipment Policy as outlined in the Company's Health and Safety procedures (H&S.8.0.3117) subject to changes as may be implemented from time to time in consultation with the Senior Joint Occupational Health and Safety Committee and the Union. These provisions will be continued until such time as work areas, or portions of, no longer constitute a health hazard as outlined in the Personnel Protective Equipment Policy.

- 8.14** The Union may participate in the identification and development of solutions to hygiene problems in the Trail Operations. The Hygiene Sub-Committee will meet quarterly to discuss issues that may affect the health of employees. To that end, the Company will provide the Union, upon request, monitoring results relative to hygiene in the workplace.

This recognizes the understanding and practices that have been implemented over several years and reflects the intention of both Parties to work co-operatively in the interests of the development of health protection.

- 8.15** Copies of the booklet on the Company's safety rules and regulations on hazardous materials used in the various processes will be made available to the Union and to all employees for the activities in which they are employed. Employees that may be affected will be made aware of new materials that are potentially hazardous. The Union will be kept advised of pending revisions resulting from the introduction of new materials.
- 8.16** The Company agrees that the Union shall continue to have access to the records of the first-aid treatments and Company accident reports involving employees.
- 8.17** An employee who is required by a government board or tribunal to appear before it as a witness under a power of that agency to compel attendance shall be reimbursed for lost wages as per the provisions of Marginal Paragraph 25.01, Court Duty.
- 8.18** An employee who is injured on the job and is unable to continue working will have his normal pay maintained for the balance of his workday on the day of the injury.
- 8.19** Time spent by employees in performance of their duties as safety representatives shall be paid by the Company to a maximum of six hundred (600) hours per year. However, in any particular month, time spent shall not exceed sixty (60) hours.
- 8.20** The appropriate Union safety representative will have the opportunity to participate in a new employee's induction into safety and health matters pertaining to his work area(s).
- 8.21** The Company will provide a rebate of 65 percent (65%) on the purchase and 100% on repairs of approved safety footwear for use by employees on the job.

#### **ARTICLE 9. BULLETIN BOARDS**

- 9.01** The Company agrees that a section of a bulletin board in each major work location shall be made available for purposes of posting notices regarding the business affairs, meetings, committee reports and social events of the Union. The boards shall have a common key, and be enclosed with locking glass doors. The Company and Union designate will review the bulletin boards annually for the purposes of new boards required and to assess that all boards are kept in reasonable repair at the Company's expense.

#### **ARTICLE 10. HOURS OF WORK**

- 10.01** An employee's regular scheduled workweek shall average forty (40) hours except as varied herein.

- 10.02** The regular workday shall be eight (8) hours of work at the employee's designated working place in a twenty-four (24) hour period. The regular days of work for all employees, except those referred to in the following Marginal Paragraphs shall be Monday to Friday inclusive.
- 10.03** It is agreed that there are a number of employees required to work on schedules other than 5 and 2, Monday through Friday.
- 10.04** The Company shall have the right to implement continuous operations schedules, consisting of a three-shift schedule of eight (8) hours per shift. Prior to implementation, the Company will consult with the Union, to explore alternate continuous schedules.
- 10.05** The Company shall, from time to time, supply the Union with a list of plants which it considers necessary to operate on a continuous basis. Employees in those plants shall be employed on schedules which average not more than forty (40) hours per week as provided for in Marginal Paragraph 10.01 above.
- 10.06** The Union agrees to jointly apply with the Company to the Employment Standards Branch under the provisions of the "Employment Standards Act" and to make such other applications that may be required under the provisions of any other relevant statute or regulation for the approval of schedules put into effect by the Company for this operation where it is necessary to comply with such statute or regulation.
- 10.07** Effective May 1, 1989, all references to hours of work in the Collective Agreement shall be amended to reflect the implementation of the forty (40) hour week.
- 10.08** As a result of the employees agreeing to work a forty (40) hour week, all employees shall receive an additional forty (40) hours paid leave annually. Such leave will be taken during the calendar year at times which are suitable to both the Company and the employee. The provisions of Marginal Paragraphs 14.07 and 14.12 will apply.

If the paid leave is not used by year end, employees will be given the option to be paid out any remaining entitlement at appropriate base salary, or, carry the time forward and bank the entitlement to a maximum of fifty (50) days, to be used as a block of paid time off immediately prior to an intent to retire, for the purposes of assessing retirement conditions.

An employee applying to schedule his/her block of banked time must meet the eligibility requirements of unreduced early retirement. Applications must be made in writing to the employee's immediate supervisor at least eight (8) weeks in advance and are subject to mutual agreement between the Company and the employee.

## **ARTICLE 11. OVERTIME RATES**

- 11.01** Overtime rates for work performed as outlined herein shall be paid as provided herein. Overtime work by an employee must be authorized by the Company. Payment of overtime rates shall be governed by the provisions set out below.
- 11.02** Work in excess of the normal hours of work as defined in Article 10 above, will receive payment at one and one-half (1-1/2) times the equivalent hourly rate for each overtime hour worked up to a maximum of six (6) such hours during a work period as defined herein. Overtime worked

in excess of six (6) hours during a work day or overtime worked in excess of six (6) hours in a work period shall be paid at two (2) times the equivalent hourly rate for each overtime hour worked. Overtime which is in excess of eight (8) hours overtime shall be voluntary with the exception that in any Operation where a qualified replacement is not available the employee will be required to remain at work.

- 11.03** Overtime rates shall be paid for work performed by employees on their regularly assigned days off duty including relief days where such relief days occur on a fixed basis and are not banked.
- 11.04** Where the Company changes an employee's work schedule during a work period and the employee is required to work on the rest days of his previous schedule, he shall be paid overtime rates for those days. The new schedule will become the employee's regular schedule at the conclusion of the rest days of his previous schedule.
- 11.05** The work period shall be defined as an employee's complete period of days starting with his first scheduled work day and concluding at the end of the first-occurring rest days.
- 11.06** Where the Company changes an employee's work shift with the result that the employee has a short change which is not a normal part of a work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift.
- 11.07** The work day is any day an employee is normally at work according to his assigned schedule commencing at the time he is scheduled to commence work and ending twenty-four (24) hours later.
- 11.08** When an employee works continuously more than double the period stipulated in Marginal Paragraph 10.02, he shall be entitled to a rest period amounting to the time he would normally be at rest after working exactly two (2) times the period. If his regular shift is scheduled to commence before the expiration of this rest period, he will be permitted to remain at rest for said period and will be paid his regular rate for the hours of his regular shift which fall within said rest period and for the remainder of his regular shift which he works, he will also receive his regular rate of pay. Where an employee is directed by his supervisor to work on that part of his said regular shift which falls within the said rest period, he shall be paid one and one-half (1-1/2) times his equivalent hourly rate for all work performed on his said regular shift. If not so directed, the employee will remain at rest for the period indicated by this Marginal Paragraph.
- 11.09** If an employee is called out to work at a time other than the beginning of his regular shift, he shall receive either overtime rates for the time actually worked outside his scheduled work shift, or the equivalent of four (4) hours pay at his equivalent hourly rate, whichever is the greater. The four (4) hour minimum does not apply when the callout overtime continues into the employee's regular work shift, or if the employee is called back to work before leaving the premises.
- 11.10** For the purposes of this Agreement equivalent hourly rate is defined as the base monthly salary divided by one hundred and sixty-three (163) hours. Effective May 1, 1989, the base monthly salary shall be divided by one hundred and seventy-four (174) hours.
- 11.11** Under no circumstances shall there be pyramiding or compounding of premiums.

**ARTICLE 12. ON-CALL PREMIUM AND SHIFT ALLOWANCE**

**12.01** An employee required to stand-by for a possible call into work shall be paid an amount of thirty-five dollars (\$35.00) for each rest day while on call.

**12.02** The following premiums shall be paid to an employee who is required to work regularly on any of the following schedules:

	<u>Jun 1/2000</u>
(i) Continuous operations (3 shifts)	\$198
(ii) 5 and 2 – no weekends (day/afternoon)	\$ 69
(iii) 5 and 2 – no weekends (day/night)	\$100
(iv) 5 and 2 – 1 weekend day (day shift)	\$ 57
(v) 5 and 2 – 2 weekend days (day shift)	\$114
(vi) 5 and 2 – no weekend days (day/afternoon/night)	\$113

**ARTICLE 13. STATUTORY HOLIDAYS**

**13.01** The following days will be observed as statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, plus two floating statutory holidays.

**13.02** An employee who is required to work on a statutory holiday or a day that is declared in lieu of a statutory holiday will be paid additional amounts over and above his normal salary as follows:

- (i) If the holiday falls on a scheduled day of rest, he will receive two and one-half (2-1/2) times his equivalent hourly rate for the number of hours worked  
or  
One and one-half (1-1/2) times his equivalent hourly rate for the number of hours worked plus equal time off with pay at the convenience of the Operation.
- (ii) If the holiday falls on a normal work day, he will receive one and one-half (1-1/2) times his equivalent hourly rate for the number of hours worked  
or  
One-half (1/2) times his equivalent hourly rate for the number of hours worked plus equal time off with pay at the convenience of the Operation. If an employee works more than eight (8) hours, he will be paid two and one-half (2-1/2) times his equivalent hourly rate for those hours worked which are in excess of eight (8) hours.

This Marginal Paragraph applies only to time worked on the day designated by the Company as the statutory holiday.

**13.03** Employees who do not work on a statutory holiday will receive normal pay subject to the following terms and conditions:

- (i) An employee who has been assigned to work on a statutory holiday and does not work shall not receive any pay for the holiday.

- (ii) An employee who is absent without leave on the last work day immediately preceding the statutory holiday or the first work day immediately following the statutory holiday according to the work schedule to which he is assigned, shall not receive any payment for the statutory holiday.
- (iii) If a statutory holiday occurs during the employee's vacation as provided in Articles 14 or 15 and if the employee would normally have been paid for the statutory holiday had he not been on vacation, such employee shall be given an additional day of vacation with pay for each such statutory holiday occurring during the vacation.
- (iv) The named statutory holidays will be observed in the following manner: For those employees working on the Cominco continuous operations schedules the holidays will be observed on the dates on which the holidays fall. If a statutory holiday falls on an employee's day of rest, the employee shall receive an additional day off with pay at a time mutually agreed upon between the Company and the employee. If no mutually suitable day has been agreed upon within ninety (90) days of such holiday, the Company shall designate such day. The New Year's holiday shall be deemed to commence on night shift on December 31 and for purposes of statutory holiday pay would continue for the next twenty-four (24) hours.

For all other employees, when any such holiday falls on a Saturday or Sunday, the Monday immediately following shall be considered as the holiday. When Christmas Day falls on a Saturday or Sunday, the Monday immediately following will be considered to be the holiday for Christmas Day and the Tuesday immediately following will be considered to be the holiday for Boxing Day.

- (v) Sections (i), (iii) and (iv) will not apply to the floating statutory holidays. The floating statutory holidays may be taken at any time convenient to the Operation.
- (vi) Notwithstanding any other provisions of this Agreement an employee or group of employees and the Company may agree to change the shift or shifts of such employee or group of employees or the day to be considered as a statutory holiday.

No employee shall be compelled to exchange shifts or the date of statutory holidays by the Company. No overtime rates shall be payable for any reason where a shift exchange is requested by an employee, or where the date of a statutory holiday is changed, for work performed on the day previously considered as the statutory holiday. The Union agrees that it will not oppose a Company request to exchange shifts or the days on which statutory holidays are to be observed where there is no hardship or loss imposed on the employees and all the employees involved consent to such exchanges. The Union will be provided with copies of the shift exchange slips.

#### **ARTICLE 14. ANNUAL VACATIONS**

**14.01** An employee who has been in the service of the Company less than one year prior to the first day of January in any year shall be entitled to vacation and leave with pay as follows:

- (i) If hired between January 1st and August 31st inclusive of the previous year, ten (10) working days off with pay.

- (ii) If hired between September 1st and December 31st inclusive of the previous year, five (5) working days off with pay plus five (5) unpaid work days off if requested.

Employees who have been rehired with more than one year previous service shall be entitled as a minimum to the stated provisions in (i) or (ii) above, provided they did not work previously with the Company in the same calendar year in which they were rehired.

- 14.02** An employee with one or more and less than two (2) years service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of two (2) weeks if taken before the succeeding first day of January.
- 14.03** An employee with two (2) or more and less than eight (8) years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of three (3) weeks if taken before the succeeding first day of January.
- 14.04** An employee with eight (8) or more and less than eighteen (18) years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of four (4) weeks if taken before the succeeding first day of January.
- 14.05** An employee with eighteen (18) or more and less than twenty-eight (28) years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of five (5) weeks, if taken before the succeeding first day of January.
- 14.06** An employee with twenty-eight (28) or more years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of six (6) weeks if taken before the succeeding first day of January.
- 14.07** If an employee has been absent from work without pay during the preceding calendar year for any reason other than the employee's sickness or accident, the periods of vacation with pay, as specified in the above Marginal Paragraphs, shall be reduced by one twenty-fourth (1/24th) for each full pay period by which the absence exceeds thirty (30) consecutive days; provided, however, that in the case of sickness the employee will not be entitled to any vacation with pay after the absence exceeds a full calendar year.
- 14.08** Employees entitled to ten (10) or more working days paid vacation may split their vacation subject to the approval of their supervisor.
- 14.09** Employees will not be permitted to take cash in lieu of earned vacations or any portion thereof. An exception to this rule will occur only in the case of severance from the Company's rolls, or retirement to pension.
- 14.10** The Company retains the right to schedule all or any vacations. Vacations which have been scheduled and approved and are subsequently cancelled at the convenience of the Company will be rescheduled within a twelve (12) month period.
- 14.11** In the event a plant is shut down for vacation purposes, employees will normally be required to take their vacation during the shutdown. Employees who do not have sufficient vacation to cover the shutdown period will receive first consideration for available work if they have the

necessary qualifications. In exceptional circumstances this privilege will be extended to other employees who are qualified to perform the available work.

- 14.12** An employee who has scheduled a vacation period and is unable to take it because of sickness or accident may, upon notification to his supervisor postpone such vacation provided that such vacation can be rescheduled within the same calendar year. Similarly, an employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to his supervisor, be removed from vacation and placed on sick leave as eligible under Appendix "C", Section 2(a) provided that his remaining vacation credits can be rescheduled within the same calendar year. In either case, sickness or accident must be proved by a Doctor's certificate.
- 14.13** In the year next following those years that an employee first achieves the vacation plateaus for each of two (2), three (3), four (4), five (5) and six (6) weeks of vacation with pay, such employee shall be entitled to a vacation adjustment equivalent to 0.208 days, with pay, for each full one-half (1/2) month of service between his calculated vacation service date with the Company and December 31st of that same year. Although the pay entitlement shall be calculated as outlined above, the time entitlement shall be rounded off to the nearest full day.

#### **ARTICLE 15. SPECIAL VACATIONS**

- 15.01** The Special Vacation program which commenced on January 1, 1969 and which provided Special Vacation with pay of three (3) weeks to those employed by the Company who had completed fifteen (15) years of service prior to that date, and which in the following years provided a Special Vacation of three (3) weeks to those who completed fifteen (15) years of service prior to the ensuing January 1st of each subsequent year, and which further provided an additional three (3) weeks of Special Vacation on the completion of each ensuing five (5) year qualifying period, shall continue in effect for employees under this Agreement. The below-listed qualifications shall govern the taking of Special Vacations.

Effective May 1, 1978 those employees who had completed five (5) years of service on January 1, 1978 shall be entitled to Special Vacations in accordance with this Article. No employee shall receive more than three (3) weeks Special Vacation during any five (5) year period following the date of qualification.

- 15.02** The three (3) weeks Special Vacation must be taken within the five (5) year period following the January 1st of the year they accrue to the employee. Special Vacations shall be taken at times which are suitable to both the Company and the employee provided they are taken within the designated five (5) year period.
- 15.03** Absences from work during a qualifying period for reasons of sickness or accident in excess of twelve (12) months or for any reason other than sickness or accident in excess of three (3) months will result in proportional reduction of benefits. In the case of absence at the commencement of a Special Vacation qualifying period no allotment will be made until the employee returns to work at which time the allotment will be proportionately reduced.
- 15.04** If an employee leaves the service of the Company or his employment is terminated during any five (5) year qualifying period, he shall be paid a sum proportionate to the service he has completed in the qualifying period. Should such an employee be rehired, upon completion of

this qualifying period he will be eligible to receive three (3) weeks Special Vacation. However, his vacation pay shall be computed on the basis of the balance of the qualifying period for which he has already received a proportionate payment.

**15.05** Except as provided in Marginal Paragraph 15.04 above, employees will not be permitted to take cash in lieu of Special Vacation. Special Vacation not taken within the designated five (5) year period will be forfeited. In the event that a previously scheduled and agreed to Special Vacation period is cancelled by the Company during the final year of the five (5) year period, the employee may have a one year extension from the date of cancellation.

**15.06** On retirement an employee shall receive pay for any unused Special Vacation plus payment for the full allotment for which he is currently qualifying.

#### **ARTICLE 16. PROMOTIONS, DEMOTIONS, TRANSFERS**

**16.01** In the selection of employees to fill posted job vacancies, the Company shall consider the following factors in determining which employee shall receive the job:

- (i) the seniority of each employee concerned, and
- (ii) the ability, qualifications and experience of each employee to perform the job concerned. Experience shall be given the same consideration as formal education in determining qualifications.

When factor (ii) is relatively equal between two (2) or more employees, the employee having the greater seniority shall be entitled to preference. The factors of ability, qualifications and experience shall be determined in a fair and equitable manner in the consideration of which employee shall be selected to perform the described job. Where no job description exists, the selection will be made on the basis of a preliminary job description which shall be submitted to a member of the Union Job Evaluation Committee for review prior to the posting. This clause shall not apply in filling vacancies which are of a temporary nature.

**16.02** (i) All vacant positions, except as provided for in Marginal Paragraph 16.03 and those deemed, at the time, redundant, will be posted by the Company showing the job group rating and other pertinent details on local bulletin boards for a minimum of eight (8) calendar days in order to give employees and persons an opportunity to apply. Selection to fill the job vacancy shall then be made in accordance with Marginal Paragraph 16.01 above with preference being given to eligible employees. Subject to the provisions of Letter of Understanding No. 21 'Hiring of Former Employees', if it has been established by such job posting process that there is no employee with the necessary qualifications the Company may fill the vacancy with any other qualified person. The right to apply for the vacancy shall cease once the Company has notified the successful employee or person, if any, of the selection. The Company will notify the Union of the individual selected and the date of the selection. On request by the Union President within five (5) working days of the selection, the Company shall make available to the Union the names of all employees who applied for a job posting. If the vacancy is not filled within thirty (30) calendar days from the date the vacancy was first posted, all those employees who applied for the vacancy will be advised of the disposition of their applications.

- (ii) The Company shall not be required to consider those employees or persons who have

been successful candidates for a job posting for another job posting for a period of four (4) months following the date of their selection.

- 16.02 (iii)** Where an employee has been selected to fill a posted job vacancy, the Company will use its best efforts to effect the move of such employee within a period of thirty (30) calendar days from the date of the selection. Where circumstances are such that the move cannot be effected in thirty (30) calendar days, the Company, and the Union will mutually agree to extend the date of such a move an additional thirty (30) calendar days. The Union will not unreasonably withhold their agreement.
- 16.03** An employee shall not be considered to be promoted until a vacancy occurs in a higher job group and he is the successful applicant via the job posting process. A move from one job to another in the same activity involving no change in job group shall not be considered as a promotion or a demotion. Such lateral employee moves made by the Company within the same job group shall not require a job posting. All such moves shall be made in accordance with the provisions of Marginal Paragraph 16.01. The decision to accept such moves shall rest with the employee except for those deemed as part of a recognized training sequence. The Union shall be notified of all such moves.
- 16.04** (i) The Company shall have the right to transfer any person in its employ at the operation covered by this Agreement who has served in a classification as defined in Appendix "A" to a job classification within the definition and to assign to him a job at the Operation commensurate with his qualifications, whether or not a vacancy exists, provided that such assignment does not result in the displacement of any current job incumbent.
- (ii) An employee who is transferred from Trail or Kimberley Operations to Cominco's other Operations shall, upon being transferred back to the unit he left, be eligible to be placed in a vacancy in a job classification commensurate with his seniority and qualifications, provided he has not been absent from that unit for more than three (3) years and provided such assignment does not result in the displacement of any current job incumbent. This time limit may be extended by mutual consent. The Union shall be notified of all employees transferring out under this clause.
- (iii) A person who is transferred or hired into the unit under this Marginal Paragraph 16.04 shall not be eligible for a promotion for a period of five (5) months following the date of his entry into such unit unless it has been established by the job posting process that there is no employee available who is qualified for the promotion in question.
- 16.05** (i) Where an employee has been partially disabled as a result of an "accident or industrial disease" within the meaning of the Workers' Compensation Act, incurred in the course of his employment with the Company, he shall be given preference over other employees for employment in any job for which, in the opinion of the Company, he has the necessary qualifications, whether or not a vacancy exists. The Company may, in its discretion, extend this privilege to an employee who becomes disabled from any other cause.
- (ii) If an employee is the incumbent of a job before the job is made available by the Company under this Marginal Paragraph for partially disabled employees, he shall, upon being replaced in that job by a partially disabled employee, have his rate of pay maintained at a rate not less than the rate of the job from which he was moved.

- 16.06** (i) Where an employee is to be displaced from his job for reasons not attributable to the employee the following placement procedure will apply:

- (a) The Company will endeavour to place the employee within the work area in which he was engaged at the time of the displacement. This will be accomplished by placing the employee in a job occupied by a less senior employee in his equivalent job group in that work area. This process will commence with the employee with the least Company seniority in that job group.

If the employee is unqualified to perform a job occupied by an employee of lesser seniority in his equivalent job group, the Company will endeavour to place the employee in successively lower job groups in that work area following the same procedure.

In all cases the employee being placed must have more seniority than the employee he is displacing and this process will occur only within the employee's usual work area.

- (b) If the employee is unable to be placed within his work area, he will be placed under the terms of Marginal Paragraph 17.07 in a job occupied by an employee of lesser seniority in the bargaining unit.

This process will commence with the employee with the least Company seniority in the bargaining unit provided that employee occupies an equal or lower level job group.

- (c) An employee displaced to a lower job group will retain his present salary and present step progression and have his rate protected as provided in Marginal Paragraph 19.01. Displaced employees will only lose their rate protection when they acquire a permanent job in a job group equal to or greater than that from which they were originally displaced.

- (d) An employee will not be displaced to a higher job than the job which he originally held before any displacement occurred.

- (e) A displaced employee who has the basic qualifications for a job occupied by a less senior employee will be provided a reasonable familiarization period on the job.

- (f) Displaced employees under this Marginal Paragraph will have the option of bypassing a job occupied by a permanent part-time employee.

- (ii) Where an employee is placed in a lower job group for reasons attributable to the employee, he will:

- (a) Receive the salary commensurate with the job group in which he is placed, or the job group which he was at immediately prior to placement on the job from which he was moved to a lower job group, whichever is the greater;

- (b) Retain his present step progression.

- (iii) The Company shall have the right with the agreement of the Union (which agreement shall not be unreasonably withheld) to place an employee who cannot perform his present job in a job vacancy without reference to any other provisions of this Agreement.

(iv) An employee who is displaced from a job as a result of the settlement of a grievance, at any stage of the grievance procedure, and placed on his former job, shall be paid the salary rate of his former job. If an employee is placed in a job other than his former job he shall be paid the salary rate of the new job or the salary rate of his former job, whichever is higher.

**16.07** Persons transferred from jobs which are outside the unit of employees represented by the Union, and persons hired to jobs within the unit, will be placed on salaried rolls immediately. This will not apply to persons who are replacing an employee on a temporary basis or persons who are placed on jobs within the unit as replacements for employees absent on vacations or due to accident or illness or by mutual consent.

**16.08** In the event that technological, mechanization or automation changes are instituted at any time in the Company's Operations which result in the demotion of any employee, the rate of pay of such employee shall be protected in accordance with the provisions of Marginal Paragraph 16.06. The Company will provide the Union with as much advance notice as practical of any intention to introduce automation, new equipment or new procedures which will result in a displacement of employees.

**16.09** From time to time employees travel, work or undergo training away from their normal place of residence. The nature of these assignments and the conditions that will apply are set out below.

**Loan Assignment** - The employee is loaned to another Operation of the Company for a temporary period to provide assistance of an urgent nature. During this assignment the employee is attached to the borrowing organization and is under the supervision of a person at that Operation. The following conditions will apply to employees on Loan Assignments:

1. All loan assignments shall be voluntary.
2. The rate of pay of an employee on loan will be the greater of his regular salary or the rate provided for the job in effect at the receiving Operation.
3. Employees on loan will be required to work on one of the schedules in effect at the receiving Operation. The duration of a normal work shift and all other provisions of the Collective Agreement in effect at the dispatching Operation will prevail.
4. Accommodation will be selected by and provided at Company expense. Employees will be advised of accommodation prior to assignment.
5. Transportation will be supplied by the Company. If an employee elects to use his personal car for transportation he will be reimbursed at the prevailing mileage rate allowance contained in the Company's Trail Operations expense account regulations for the initial trip and the trip home at the conclusion of the loan assignment.
6. Travel time paid in any one day will be limited to eight (8) hours. It is agreed that employees who travel on their rest days will be paid at the applicable overtime rate.
7. A loan assignment will be a maximum of five (5) weeks. If an employee elects to

remain on loan for a period in excess of five (5) weeks he will be provided with transportation home after every five (5) weeks on loan.

8. A day off with pay shall be granted for each regular work week on loan, and such accumulated leave must be taken before returning to work after conclusion of a loan assignment.
9. An allowance of forty-five dollars (\$45) per week will be paid to employees on loan for each week on loan. Loan assignments of less than one (1) week will be pro-rated.
10. The Company will advise the Union in writing of employees accepting loan assignments.
11. Employees on loan shall remain in the bargaining unit.

**Job Assignment** - The employee, either as a normal and regular requirement of his job or as a requirement of being assigned to a particular project, performs his job duties at a location other than his normal work location.

The following conditions will apply to Job Assignments:

1. An employee will be required to undertake job assignments unless he has valid personal reasons for objecting to the assignment.
2. Arrangements, expenses and other provisions for travel will be in accordance with Trail Operations expense account regulations, except that an allowance of thirty (\$30) dollars per week will be provided in lieu of expenses that are in addition to travel, hotel and meals.
3. Pay for travel time in any one day will be limited to eight (8) hours at straight time rates. Overtime rates will be paid for time in excess of eight (8) hours resulting from a combination of work and travel in one day.
4. A job assignment will be a maximum of five (5) weeks. If an employee elects to remain on assignment for a period in excess of five (5) weeks he will be provided with transportation home after every five (5) weeks on assignment.
5. A day off with pay will be granted for each seven (7) consecutive days on a job assignment.

**Training Assignment** - The employee attends courses, seminars, conferences, information exchange visits and similar training events to upgrade his job knowledge and skills. The following conditions will apply to Training Assignments:

1. All training assignments shall be voluntary.
2. Arrangements, expenses and other provisions for travel will be in accordance with Trail Operations expense account regulations.

3. Time spent in travel and attendance in excess of the employee's normal work schedule will not be compensated over and above the employee's regular salary.

Examinations - Examinations (1st attempt only) pertaining to an employee's job are considered to be a training assignment.

#### **16.10 Temporary Assignment to a Higher Rated Job**

If an employee is temporarily assigned to a higher paying job within the unit for a period not less than two (2) consecutive working days to replace an employee who is absent through illness, maternity, vacation or other authorized leave he will be paid a temporary rate for the job for the full period of such temporary job assignment. The temporary rate will be an increase of five percent (5%) in his present salary provided, however, that if the resulting salary falls outside the range of the job group in which he is relieving he will be paid either:

- (i) The minimum (Step 1) rate of the job if the five percent (5%) increase results in a rate which is lower than the minimum (Step 1) rate for the job  
or
- (ii) The maximum (Step 3) rate of the job if the five percent (5%) increase results in a rate which is higher than the maximum rate for the job.

#### **16.11 Temporary Assignment to a Lower Rated Job**

If an employee is temporarily assigned to a lower paying job for reasons not attributable to the employee, he will retain his current salary during the full period of such temporary job assignment. Temporary job assignments to lower job groups will be for a maximum of fifteen (15) calendar days except by mutual consent.

#### **16.12 Temporary Job Assignment Which Changes to a Temporary Job Vacancy**

An employee occupying a job on a temporary job assignment shall, upon termination of the same, return to his previous job. Temporary assignments shall be reviewed at the end of thirty (30) calendar days. If at the end of the thirty (30) calendar day period it becomes apparent that the temporary job will extend for greater than fifteen (15) calendar days beyond the thirty (30) calendar day period due to authorized leave or overload work, the Company shall post the position as a temporary job vacancy due to authorized leave or overload work. Nothing in this Marginal Paragraph shall prevent the Company from posting a position as a temporary job vacancy due to authorized leave or overload work within the thirty (30) calendar day period should it be apparent that the temporary job vacancy will last longer than forty-five (45) calendar days from the commencement of such vacancy.

#### **16.13 Temporary Job Vacancy Which Changes to a Permanent Job Vacancy**

If for whatever reason, such temporary job vacancy assumes permanent status, the employee who was successful in applying for the temporary job posting shall be confirmed in the position on a permanent basis.

#### **16.14 Return of Absent Employee**

When an employee is absent from his normal job because of sickness, maternity or accident, he shall, on his return be reinstated in the job he would have held had he not been so absent; and during such absence his seniority shall accumulate as if he had not been so absent.

#### **16.15 Assignment Out of Bargaining Unit**

Where an employee accepts a temporary assignment out of the bargaining unit, he shall be cautioned that after a period of six (6) months the assignment shall be considered a permanent transfer for the purpose of this Agreement and he may not be entitled to return to his former position. In extenuating circumstances an extension shall be granted subject to mutual agreement by the Company and the Union.

The privilege outlined in Marginal Paragraph 16.14 will also be extended to employees, including Union Officers, returning to work from a leave authorized by the Company, except if the job he would have held had he not been so absent is not available, he will be given a similar or alternative job with no reduction in pay and rate protected under the terms of Article 19.

### **ARTICLE 17. SENIORITY**

**17.01** (i) Seniority shall be established on the basis of an employee's seniority with the Company's Trail Operations as of May 31, 2005 and an employee's subsequent service with the Company's Trail Operations, whether broken or continuous, according to the records of the Personnel Function.

(ii) In the event an individual accepts severance benefits under the Kimberley Severance Package, and later is rehired by the Company, the Company service related to such severance payment shall not be included in any future determination of seniority.

An employee shall not be deemed to have any seniority in the Operation until he has been regularly employed in the Operation for ninety (90) calendar days.

**17.02** Notwithstanding anything in this Agreement, an employee shall be on probation for a period of five (5) months from the date of last hiring by the Company. During the probationary period the Company may terminate his employment for any reason save Union activity. This clause shall not apply to a person who is hired within ninety (90) days of severance from any Cominco Ltd. Operation and had completed his probationary period at such Operation at the time of severance.

**17.03** Upon completion of his probationary period the employee shall have his name placed on the seniority list effective from the date of his employment.

**17.04** Persons originally hired by the Company for a special assignment of work may be released when employment at such special assignment of work comes to an end, notwithstanding anything in this Agreement to the contrary. The Union shall be notified of such persons and their status within two weeks of being hired. Persons shall not be continued on special assignment for a continuous period of time longer than twelve (12) months. Such special assignment shall be discussed with the Union prior to its implementation.

**17.05** (i) The Company shall have the right to select or accept persons for a period not to exceed

four (4) calendar months, for the purpose of giving them special experience or training at jobs within the Local 9705 unit. Such special experience or training will not cause a reduction of job posting opportunities or displacement or demotion of employees. The provisions of the Collective Agreement shall not apply to those persons during this period.

Incumbents of the above-noted jobs will be present and/or available while the person is receiving on-the-job training and experience.

- (ii) The number of such persons shall not in total, exceed five percent (5%) of the bargaining unit. The Union shall be notified of such persons before the assignment commences.

**17.06** Students employed during the regular holiday period of the educational institution to which they have been admitted or are attending shall be deemed to be temporary employees, but the duration of this temporary employment shall not exceed six (6) months. During this period students may be assigned, transferred, demoted or laid off as the Company requirements dictate, provided that such assignment does not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted. Students shall not be entitled to Floating Statutory Holidays. In the case of general reduction in the crew at the Operation, students shall be laid off before regular employees. In the event a student's employment on the student roll is terminated but he is rehired by the Company with no break in service, then the time spent on the student roll from the last date of hire shall be considered as continuous service with the Company with respect to the probationary period. In all other respects service on the student roll shall be the same as service by other employees. Students will be paid a Job Group 23 Step 1

**17.07** In the event of a general reduction of crew (other than those of a temporary or emergency nature), employees shall be laid off in the inverse order of seniority provided that the Company may retain sufficient employees in each job classification to meet the requirements of the Operation. For the purposes of this Marginal Paragraph "temporary" shall mean a period not exceeding thirty (30) days following which the Company will endeavour to meet the intent of this Marginal Paragraph.

**17.08** The Union and the employee concerned shall be notified, whenever possible, thirty (30) days prior to the date of such layoff.

**17.09** (i) If an employee is laid off as part of a general reduction of crew, he shall have preferential rights (hereinafter called "recall rights") for rehiring for jobs in the bargaining unit. Employees laid off shall be placed on a recall list for the following periods:

(a) for those employees with less than eighteen months service with the Company, the recall period shall be equal to the length of that service, but not less than 6 months, from the date of last layoff; and

(b) for those employees with eighteen (18) months or more service with the Company, the recall period shall be eighteen months from the date of last layoff.

Recall shall, whenever possible, be in the order of seniority. Former employees with recall rights shall have employee status during the period of recall for the purpose of filling job

vacancies under Article 16 of the Collective Agreement.

- 17.10** Those former employees who qualify for recall shall be notified by the Company by registered mail at their last known address, when a vacancy exists. It shall be the responsibility of the laid off employees to notify the Personnel representative of any changes in their postal addresses. The recalled employee must notify the Company of his intention to return to work within seven (7) days of date of receipt of the recall notice, and must return to work within fourteen (14) days of such date or make alternative arrangements satisfactory to the Company. The Company shall not be required to rehire at any time any person who failed to acknowledge within the said seven (7) day period the notification to return to work. Notices shall be deemed to have been received seven (7) days after mailing.
- 17.11** An employee who has completed his probationary period at the time he is laid off shall not be required to serve a probationary period if he is recalled under the provisions of Marginal Paragraph 17.09 of the Agreement.
- 17.12** A probationary employee who is laid off and rehired within twelve (12) months pursuant to Marginal Paragraph 17.09 shall, for the purpose of Marginal Paragraph 17.02, be credited with the period of time he had been a probationary employee prior to layoff.
- 17.13** (i) Temporary employees are defined as individuals who are employed for the purpose of:
- (a) replacing employees absent for sickness, maternity, vacations or authorized leaves of absence,
  - (b) doing a temporary job necessitated by abnormal or seasonal work requirements.
- The Union shall be notified on a monthly basis of those individuals hired as temporary employees.
- (ii) On completion of his assignment a temporary employee shall be severed from the Company rolls directly and shall not displace other temporary employees.
  - (iii) With the exception of students, temporary employees are employed for periods up to four (4) months. If the assignment exceeds four (4) months from the date of last hire the employee will be considered a regular employee and time spent on this assignment will be credited towards completion of the probationary period.
  - (iv) Temporary employees shall not be entitled to floating statutory holidays.
  - (v) In the case of a reduction of crew at an Operation temporary employees shall be laid off before regular employees.
  - (vi) No other provisions of Article 17 shall apply to temporary employees.
- 17.14** (i) Casual employees are defined as individuals who are employed for short periods of time to a maximum of fifteen (15) continuous working days at any one time for the purpose of relief for vacation, sickness, authorized leave, training and overload. The Union shall be notified on a monthly basis of those individuals hired as Casual employees.

- (ii) When a casual assignment on the same job resulting from overload exceeds forty-five (45) work days in any fifty-five (55) work day period, the Company will post the position, in accordance with Marginal Paragraph 16.12 or with the agreement of the Union (which agreement shall not be unreasonably withheld), place the casual employee in the temporary position for the duration of the assignment under the terms of Marginal Paragraph 17.13 as a temporary employee.
- (iii) In the case of overload, the number of casual hours will not exceed 8,000 hours in any year or 800 hours in any one month. When 800 hours in any one month have been exceeded, the Company will pay to the Union an amount equal to 1.0% of the excess hours to be paid at the wage rate of Job Group 24, Step 3. The payment for hours in excess of 800 hours shall be calculated as 1.0% x excess hours x standard hourly rate for Job Group 24, Step 3.
- (iv) Casual employees will be placed on the step progression of the job performed as follows:
  - With Company service of ten (10) years or more: Step 3
  - With Company service of less than ten (10) years, but more than three (3) years: Step 2
  - With Company service of less than three (3) years: Step 1.
- (v) Union dues for casual employees shall be paid in accordance with Article 4 and shall be prorated on the basis of the number of actual hours worked in any month to the normal number of working hours in the month.
- (vi) No other provision of the Collective Agreement shall apply.

## **ARTICLE 18. GRIEVANCE PROCEDURE**

**18.01** The Union will advise the Company of three (3) regular employees selected as members of a Grievance Committee and this Committee shall act regarding the interpretation or a violation of this Agreement. For each member it appoints, the Union may also appoint an alternate to act in the absence of the regular member. The Company shall cooperate in endeavouring to place the chairperson of the Grievance Committee of the Union on steady day shift.

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

### **18.03 - Step 1**

The employee(s) concerned in person, with or without a steward in attendance, shall first seek to settle the dispute with his immediate supervisor.

### **18.04 - Step 2**

Failing a satisfactory settlement within seven (7) days after the dispute was submitted at Step

1, the employee(s) concerned in person, with or without the Grievance Committee, may submit the dispute, which shall be stated in writing, to the Activity Supervisor.

### **18.05 - Step 3**

Failing a satisfactory settlement within seven (7) days after the dispute was submitted at Step 2, the Grievance Committee may submit the dispute, which shall be in writing outlining the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated, to the Management of the Company. Failing a satisfactory settlement or reply within seven (7) days of the submission at Step 3, the grievance may proceed to Step 4. A staff representative of the Union may be present at Step 3 of the grievance procedure.

### **18.06 - Step 4**

- (i) Within thirty (30) calendar days after a decision was made or should have been made by the Company at Step 3, the Union will, by written notice to the Company, declare the Union's position at Step 3. Not before ten (10) calendar days and not later than thirty (30) calendar days following the Union's declaration, the Union may, by written notice to the Company, refer the dispute to arbitration.

Within ten (10) calendar days following receipt of such notice, the Company and the Union shall select one arbitrator from the following panel of Arbitrators:

1. A. Hope
2. J. Korbin
3. S. Lanyon
4. D. Larson
5. D. Munroe
6. V. Ready

The selection of an Arbitrator shall be by alphabetical order from the panel if available to act. The selection of an Arbitrator for the next arbitration shall commence with the next name in alphabetical sequence. If the parties cannot mutually agree upon an Arbitrator within ten (10) calendar days, the appointment shall be made by the Minister of Skills, Training and Labour of the Province of British Columbia, upon request of either party.

The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the Arbitrator.

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

- (ii) (a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable,

during the term of the Collective Agreement, V. Ready, or a substitute agreed to by the parties, shall at the request of either party:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five days from that date, time does not run in respect of the grievance procedure.

(b) In the event the party named in Marginal Paragraph 18.06 (ii)(a) is unable to act on any occasion, a substitute shall be selected from the list of Arbitrators in Marginal Paragraph 18.06(i), such selection to be made in accordance with the provisions of that Article.

(c) A party may elect to proceed under this Article or apply to the Labour Relations Board under Section 87(1) of the Labour Relations Code, but not both, with respect to any dispute.

(d) An application under Marginal Paragraph 18.06(ii) may only be made by a party during the ten (10) day period following the Union's declaration at Step 3.

**18.07** If a dispute is not submitted under Step 1 within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence of the act or decision giving rise to the dispute or is not advanced to the next steps under Steps 2 and 3 within seven (7) days or the Union does not declare its position within thirty (30) calendar days or does not refer the dispute to arbitration within thirty (30) calendar days of its declaration, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

Where an application has been made by the Company or Union to the Labour Relations Board under Section 87(1) of the Labour Relations Code of British Columbia for assistance in the settlement of a dispute, and, if such dispute is referred back to the parties by the Labour Relations Board, the Company or Union may, by written notice to the other party, refer the dispute to arbitration. If the dispute is not referred to arbitration by the party making such application within thirty (30) days of receipt of such notice from the Labour Relations Board, the dispute shall be considered to be abandoned.

**18.08** The Company shall have the right to submit any dispute regarding the interpretation or a violation of this agreement in writing to the Grievance Committee of the Union. Failing a satisfactory settlement within seven (7) calendar days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to arbitration in accordance with this Article.

**18.09** The Union shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Company at Step 3 where:

- (i) There is no aggrieved employee or employees possible of identification at the time the dispute arose, or

- (ii) The grievance involves Company policy, in which case the grievor or grievors possible of identification shall be named on the face of the grievance form, or
- (iii) The grievance involves a selection under the Job Posting Process where the posting is to another area outside the jurisdiction of the employee's immediate supervisor.

**18.10** In all cases while disputes are being investigated and settled, the employee(s) and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where the employee(s) has been discharged by the Company, he shall not remain in the employ of the Company while his case is being investigated and settled. Where the employee(s) has been suspended or discharged and it is decided by arbitration that he or they were unjustly suspended or discharged, he or they shall be reinstated and the same Arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the employee(s) concerned and his decision shall be final.

**18.11** In this Article any reference to "days" shall mean days exclusive of Saturdays, Sundays and statutory holidays and any reference to "calendar days" shall mean days inclusive of Saturdays, Sundays and statutory holidays.

**18.12** If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, he must first receive permission from his immediate supervisor. Such permission will not be unreasonably withheld.

#### **ARTICLE 19. RATE PROTECTION**

**19.01** In the case of "red circled" employees, such employees shall receive eighty per cent (80%) of the wage increase applicable to the standard for the job in which they are the incumbents until such time as the red circle differential disappears. "Red circled" employees who are fifty-five (55) years of age or over or who have had twenty (20) years of service or over on the date that any increase becomes effective shall receive the full amount of the standard increase.

**19.02** Blue circling shall be applied to the current incumbents of jobs affected by job evaluation changes under the following circumstances:

- (i) The Job Group of a job is reduced as a result of the implementation of a new job evaluation plan.
- (ii) The Job Group of a job is reduced because of changes to an existing job evaluation plan.
- (iii) The salary of an employee is higher than the highest salary of a Job Group due to transition from a system providing for separately rated jobs with performance premiums above the standard salary to a system where the maximum salary levels are attained on a time basis.

Employees who are blue circled shall receive the full salary increase applicable to the new Job Group in which the job falls. Blue circle protection shall cease when an employee is promoted to a new job the rate of which is equal to or higher than his salary at the time of the promotion.

If the employee's current job is evaluated upward to provide a rate equal to or higher than his salary at the time of the updated evaluation his Blue Circle protection shall cease provided the following apply:

- (i) The job is re-evaluated upwards because of a significant increase in job content. This decision will be made in accordance with the provisions outlined in the Job Evaluation Manual.
- (ii) This will not apply to jobs which the employee, Union or Company have requested for evaluation before April 1, 1977.

## **ARTICLE 20. TRAINING**

**20.01** The Company and the Union mutually recognize the importance and necessity of assisting employees to improve their skills and knowledge so that they may keep abreast of technological advances and have opportunities for advancement. It is acknowledged that both the employee and the Company have responsibilities in advancing the employee's knowledge and skills in order to meet the Company's needs in these areas.

Employees who are enrolled in training programs endorsed by the Company whether on their own time or during their regular work schedule, shall have their normal salaries maintained. Employees required by the Company to take additional training during their off-shift shall be paid at their regular equivalent hourly rate for such time spent. In order to assist older employees to adapt to technological change and to learn new methods, the Company will endeavour, whenever possible, to give older employees preference for training to assist them to compete on an equal basis for promotions and new jobs with younger employees.

**20.02** In the event that employees are affected by technological change, job restructuring or an organizational change, such employees will be given prior consideration for training to fill job openings, providing that such employees have the necessary ability to do the job and are willing to participate fully in the training.

**20.03** The Company, recognizing the importance of maintaining a skilled and trained work force, encourages employees to upgrade their educational background, knowledge and skills by private study in the interests of career development and job enrichment to increase the individual's scope of activities in the Company.

To encourage such study, the Company will share the cost with the employee in the following categories:

1. Pay the total fee of any successfully completed course (inclusive of required text books which must be purchased separately from the academic fee) which is recognized by the Company as part of a planned program of self-development specifically designed to improve the employee's performance in their present position or prepare them for promotion. Such courses undertaken on the employee's own time must have prior approval of the function manager.
2. Reimburse one-half the fee of any course the Company deems of significant academic and/or vocational value provided the employee has successfully completed the course requirements. Such courses undertaken on the employee's own time must have prior

approval of the function manager.

3. Such approvals in 1 and 2 above will not be unreasonably withheld.

**20.04** When an employee, (excluding a temporary employee) is to be laid off out of line of seniority, the Company will extend a thirty (30) working day training period to prepare the employee for placement in any job occupied by another employee with less seniority subject to the following conditions:

- (i) The employee must have the basic entry level skills and the ability to acquire those skills necessary to perform the job in question within the thirty (30) day training period.
- (ii) This process will commence under Marginal Paragraph 16.06 with the employee with the least seniority in the bargaining unit provided that employee occupies an equal or lower level job group.
- (iii) The job in question will not be at a level higher than the job from which the employee was originally displaced.

At the completion of the thirty (30) day training period the Company will determine whether the employee has acquired the necessary skills to perform the job in question prior to his confirmation on the job. The Company will make such determination in a fair and equitable manner.

**20.05** Employees who are enrolled in work related training programs required by the Company, either on their own time or during their regular work schedules, shall have their normal pay maintained for the periods taken up by such training.

## **ARTICLE 21. JOB EVALUATION**

**21.01** All jobs will be evaluated using the Trail Operations Office and Technical Job Evaluation System.

The plan is described in detail in the Job Evaluation Manual which shall form a part of this Agreement and may be amended from time to time by mutual agreement between the Company and the Union.

Jobs will be rated by a joint committee consisting of a Union committee chair and two Union representatives and a Company committee chair and up to two Company representatives. The committee will be under the chair of the Company chair.

The joint committee will have the primary purpose of evaluating all eligible jobs and will operate under the policies and procedures described in the manual.

## **ARTICLE 22. MATERNITY/PARENTAL LEAVE/FAMILY RESPONSIBILITY LEAVE**

**22.01** (i) An employee who is pregnant shall be entitled upon written application therefore to a leave of absence without pay of twenty (20) weeks or such shorter leave of absence as the employee may request commencing during the period of

- fourteen (14) weeks immediately preceding the estimated day of her delivery.
- (ii) Notwithstanding Marginal Paragraph 22.01 (i), where the actual date of delivery is later than the estimated day of delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery or such shorter period as may hereafter be permitted under the provisions of the Employment Standards Act.
  - (iii) The employee shall give the Company two weeks' notice in writing of the day upon which she intends to commence her leave of absence and furnish the Company with the certificate of a legally qualified medical practitioner stating she is pregnant and giving the estimated day upon which delivery will occur, in his opinion.
  - (iv) An employee who intends to resume employment on the expiration of a leave of absence shall so advise the Company. An employee who elects, if permitted by Statute, to shorten the six (6) week period of leave, shall give the Company one week's notice of her intention to do so and furnish the Company with the certificate of a legally qualified medical practitioner stating she is able to resume work and on her return to work the Company shall reinstate the employee to her previous position or should her former position be redundant, and notwithstanding Marginal Paragraph 16.02, provide her with alternative work at not less than her normal salary at the time her leave of absence began.

**22.02** An employee who requests parental leave under this section is entitled to up to 12 consecutive weeks of unpaid leave beginning,

- (i) for a birth mother, immediately after the end of the leave taken under Article 22.01 unless the Company and employee agree otherwise,
  - (a) for a birth father, after the child's birth and within 52 weeks after that event, and
  - (b) for an adopting parent, within 52 weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 22.02,
- (iii) A request for leave must,
  - (a) be given in writing to the Employer,
  - (b) if the request is for leave under subsection (i) (a) or (b), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
  - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (iv) an employee's combined entitlement to leave under Article 22.01 and Article 22.02 (i) is limited to 32 weeks plus any additional leave the employee is entitled to under Article 22.02 (ii).

**22.03** (i) An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to,

- (a) the care, health or education of a child in the employee's care, or
  - (b) the care or health of any other member of the employee's immediate family as defined below.
- (ii) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of any employee and any person who lives with an employee as a member of the employee's family.
  - (iii) An employee will give notice of a request for a family leave day.
  - (iv) Such unpaid leave will be considered as Company service.
- 22.04** Should the provisions of the *Employment Standards Act* with respect to Maternity Leave, Parental Leave or Family Responsibility Leave be improved, the provisions of Article 22.01, 22.02 or 22.03 will be changed to reflect the changes in the *Employment Standards Act*.
- 22.05** The period of such leave under Articles 22.01 and 22.02 shall be considered as Company service for seniority and pension purposes and vacation entitlement (but not vacation pay) only.
- 22.06** The Company will continue to provide medical, extended health, dental, vision care, basic group insurance, basic sick leave and long term disability coverage during the period of leave. If the employee so elects, she may continue optional life insurance by paying the appropriate premiums prior to the start of the leave.

Medical certification of disability will be required for any disability claim for periods commencing earlier than two weeks prior to the expected delivery date, and for any disability claims for periods extending longer than six weeks after the actual delivery date.

**ARTICLE 23. WORK JURISDICTION**

- 23.01** The Company and the Union agree that any decision as to whether a job is within or without the bargaining unit for which the Union is certified rests with the Labour Relations Board.

Where any situation arises where either the Company or the Union wishes to obtain a clarification of the status of a job pertaining to its being within or without the bargaining unit, the matter shall be the subject of discussion between the parties. Such discussions will also include matters pertaining to the most practical bargaining unit for any particular job, the status of which may be in doubt.

In any instance regarding the above, the Company and the Union may either jointly or singly apply to the Labour Relations Board for a decision in any particular case or cases.

**ARTICLE 24. LEAVE OF ABSENCE FOR COMMUNITY-RELATED PURPOSES**

- 24.01** The Company agrees to grant leaves of absence to employees subject to the requirements of the Operation and the availability of replacements for community related purposes. The granting of such leave shall be at the sole discretion of the Company. Unless the Company otherwise stipulates prior to the commencement of the leave, it shall be without pay but time on such leave shall be considered as time worked for, but only for, seniority and pension purposes and vacation entitlement. The Company shall maintain an employee's benefits under Appendix "C" during the period of such leave. Leaves under this Article shall be limited to a maximum of thirty (30) calendar days.

- 24.02** An employee who is elected as a member of the Legislative Assembly of British Columbia or to the House of Commons will be granted a leave of absence for a period equal to the time that he continues as an elected member of either body. Upon dissolution of either House by the Crown the leave of absence will be continued if the employee chooses to run for re-election but will terminate thirty (30) days after the election if the employee is not re-elected.

None of the provisions of the Agreement will apply to an employee on leave of absence pursuant to this Marginal Paragraph except that:

- (i) The term during which the employee is on such leave will be included as service for purposes of determining the length of vacation time to which he will be entitled under Article 14 following his return to full-time employment; and
- (ii) If during the leave the employee is not entitled to have benefits accrue under any other pension plan, that time will be included as service for all purposes of the Cominco-Union Salaried Pension Plan.

**ARTICLE 25. COURT DUTY AND BEREAVEMENT LEAVE**

- 25.01** A regular full-time employee who is required to report for jury duty in Provincial Court, Supreme Court or Coroner's Court or who is subpoenaed by the Crown to appear as a witness at any proceedings in the aforementioned courts on a work day on which he would normally have worked, will continue to be paid his normal salary according to his existing work schedule during such periods of absence on Court Duty.

An employee who has his salary maintained during his absence on Court Duty under this Article shall claim normal jury duty pay or witness fees from the Court for the period in question and shall upon receipt of such Court Duty pay or fees, reimburse the Company for the full amount of such pay or fees.

Time paid for Court Service will be counted as hours worked for the purpose of qualifying for vacation and statutory holidays but will not be counted as hours worked in a work day or work week for the purpose of computing overtime.

- 25.02** On application by a regular full-time employee, Bereavement Leave with pay shall be granted in the event of death in the employee's immediate family. The maximum period of such leave shall be the first three (3) working days commencing with the day following the death. "Employee's immediate family" shall mean the spouse, children, parents, step-parents, brothers, sisters, grandchildren and grandparents of an employee. Also Bereavement Leave for one (1) day shall be granted where an employee attends the funeral of the mother-in-law, father-in-law, brother-in-law or sister-in-law of the employee where the day of the funeral, or the day before or the day after the funeral, where that day is required to travel out of the region to the funeral, falls on a regular work day. While on such leave an employee will receive his regular pay for each regularly scheduled working day occurring during the period of such leave on the basis of his normal salary. Paid leave under the terms of this Marginal Paragraph will not disqualify an employee for statutory holidays but will not be regarded as time worked for the purpose of computing overtime on a work day.

#### **ARTICLE 26. PENSION PLAN**

- 26.01** The Teck Cominco Pension Plan Agreement, effective June 1, 2005, shall form a part of this Agreement.
- 26.02** The Pension Committee Agreement, effective June 1, 2005, shall form a part of this Agreement.

#### **ARTICLE 27. GENERAL**

- 27.01** Employees, upon request in writing, shall have their salaries deposited in any bank or credit union in Trail and District.

#### **ARTICLE 28. BENEFITS PROGRAM**

- 28.01** The employees' benefit program as set out in Appendix "C" shall be in effect during the term of this Agreement.

#### **ARTICLE 29. SALARIES**

- 29.01** Appendix "B" to this Agreement shall form part hereof and be binding upon the parties hereto.
- 29.02** When calculating Steps in the Salary rates in Appendix "B", Step 1 and Step 2 will be ninety-two and one-half (92.5%) percent and ninety-five (95%) percent respectively of Step 3, where Step 3 is the published salary rate plus COLA, if applicable.

**ARTICLE 30. COST OF LIVING ALLOWANCE**

**30.01** Appendix "D" to this Agreement shall form part hereof and be binding upon the parties hereto.

**ARTICLE 31. LETTERS OF UNDERSTANDING**

**31.01** The following Letters of Understanding shall be effective for the term of the Collective Agreement:

<b><u>Letter No.</u></b>	<b><u>Title</u></b>
1	Humanity Fund and Local Charity
5	Leave of Absence (M.P. 7.01)
6	Pay for Training/Meeting Time Outside of Normal Work Schedule
9	4 x 4 Shift Schedule
10	Crew Reduction Affecting A Solitary Employee
12	Local 9705 RRSP Plan Carrier, Agent of Record and Investment Options
14	Reduction of Staff
16	Grandfathering of 9705 Members Transferred to Local 480
18	Systems Analyst/Programmer Progression
20	Assayer Training Schedule, Analytical Services
21	Hiring of Former Employees
22	Seniority Accumulation Filling Temporary Vacancies
23	Special Training Assignments
25	Return of a Person to the Bargaining Unit
28	Application of 1974 and 1987 Strike Time
29	Overtime Meal and Allowance
52	Pension Credits.
53	Prescription Safety Glasses Rebate
54	Temporary and Casual Employees

**ARTICLE 32. TERM**

**32.01** This Collective Agreement shall remain in effect from June 1, 2005 until and including the 31st day of May 2008. It is specifically agreed between the parties hereto, in accordance with subsection (4) of Section 50 of the Labour Relations Code of British Columbia, that the operation of subsections (2) and (3) of Section 50 are hereby excluded and shall not be applicable to this Agreement.

**32.02** Where the parties are engaged in negotiations for a new collective agreement, and no agreement is reached prior to the expiry of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until the negotiations are discontinued by either party.

**ARTICLE 33. RESTRUCTURING**

This Article 33 has three sections: Workplace Flexibility, Contracting Out, and Employment Security.

Each section of this Article is dependent upon each of the other sections continuing to be in effect. Should one section of this Article be found invalid or be cancelled, then this entire Article 33 will be considered invalid or cancelled.

### **33.01 Workplace Flexibility**

This section sets out the agreement of the parties respecting the implementation of flexible use of employee skills in the workplace and applies to all permanent regular employees in the bargaining unit.

#### **A. Temporary Assignment of Work**

- (1) The Company may temporarily assign an employee as required, for a period of up to five (5) work days.
- (2)
  - (a) If it is determined that the assignment is required and will exceed five (5) work days, the Company will offer the assignment to employees in the work area. This will be done in accordance with Marginal Paragraph 16.01. Acceptance of the assignment will be voluntary.
  - (b) The Company may exclude eligible employees from these assignments if they are absent or otherwise not readily available, during the time such assignments are offered. Experience, ability, and qualifications acquired as a result of temporary assignments will not be considered for selection to posted vacancies under Marginal Paragraph 16.01 when a more senior candidate has been denied temporary assignments in the job as a result of not being readily available.
  - (c) Temporary assignments pursuant to Marginal Paragraph 33.01 (2)(a), filled by employees who have volunteered for such assignments, will not exceed four (4) months in any one (1) calendar year except by mutual agreement between the Company and the Union.
- (3)
  - (a) If no one in the work area accepts the assignment, the Company may assign the work to any employee in the work area.
  - (b) In any one calendar year, temporary assignments pursuant to Marginal Paragraph 33.01 (3)(a), will not exceed 45 work days, except by mutual agreement between the Company and the Union.
- (4) When all avenues have been exhausted to fill a temporary assignment as noted above, and the Company can identify an employee who is qualified, available, and willing, the Company can assign that employee to the temporary assignment for a period of thirty (30) calendar days.

Experience, ability, and qualifications acquired as a result of these temporary assignments will not be considered for selection under marginal paragraph 16.01, should the duties subsequently be posted as a vacancy.

In extenuating circumstances, an extension shall be granted subject to mutual

agreement by the Company and the Union.

B. Cross Training

- (1) For the purposes of this section, "Cross Training" means on-the-job training assigned by the Company based on operational needs, whereby an employee acquires the skills necessary to provide opportunities for future career advancement and short term relief on one or more jobs.
- (2) While participating in Cross Training, employees will maintain their normal rate of pay. Experience, ability, and qualifications acquired under Cross Training will be considered in applying for job vacancies. Whenever possible, Cross Training will be based upon seniority. No disciplinary action will be taken against any employee who is unsuccessful in a Cross Training assignment.

C. Skill Families

In order to facilitate the flexible use of like skills, jobs will be assigned to Skill Families. For the purposes of this section, "Skill Family" means groups of related job skills as set out in Appendix "A", and "General Skill Family" means a pool of employees, displaced from one of the Skill Families, who are used for relief in other jobs.

D. Crew Reductions

- (1) Marginal Paragraph 16.06(i)(a) and (b) is amended to read:
  - (a) The Company will endeavour to place the employee within the Skill Family in which he was engaged at the time of the displacement. The displaced employee will be placed in a job occupied by a less senior employee in his Skill Family, commencing with the employee with the least company seniority in the Skill Family provided that employee occupies an equal or lower level job group.
  - (b) If the displaced employee is unqualified to perform any job occupied by an employee of lesser company seniority and equal or lower level job group in his Skill Family, then he will be placed under the terms of Marginal Paragraph 17.07 in the General Skill Family to relieve on other work as required.

Experience, ability and qualifications acquired as a result of such relief assignment while in the General Skill Family will be considered for selection to posted vacancies under Marginal Paragraph 16.01 when the applicant from the General Skill Family is the senior candidate.

The Company will consider all employees in the General Skill Family under Marginal Paragraph 16.01, as applicants eligible for posted vacancies. If selected, the employee will be required to accept the vacancy.

- (2) Marginal Paragraph 16.06 (i)(c) is amended as follows:
  - (c) An employee displaced to a lower job group within his Skill Family or to the

General Skill Family will retain his present salary and present step progression and have his rate protected as provided in Marginal Paragraph 19.01. For the purposes of calculating future negotiated increases, an employee will receive rate protection based on the standard of the job in which he is the incumbent, or of the job he would have been the incumbent, pursuant to Marginal Paragraph 16.06 but for this section, whichever rate is greater. If a dispute arises, determination of incumbency will be based on an assessment of the entry level skills to perform the job, giving consideration that a reasonable familiarization period under Marginal Paragraph 16.06(i)(e) would have been available. Displaced employees will only lose their rate protection when they acquire a permanent job in a job group equal to or greater than that from which they were originally displaced.

- (3) In cases of crew reductions leading to layoffs, employees will be crew reduced in their Skill Families and placed in the General Skill Family, after which they will be placed in the bargaining unit or laid off, according to the terms of the Collective Agreement, including Marginal Paragraph 16.06.

### **33.02 Contracting Out**

- (1) The Company may only contract out the following work:
  - (i) construction work which cannot be done within the time frame required by the Company, by a maintenance support group of approximately 80 employees;
  - (ii) specialty work where employees with the required skills or the required equipment are not readily available;
  - (iii)
    - (a) Peak work is defined as work which cannot be completed by employees who normally perform that work within a time frame reasonably required by the Company. Where peak work is to be performed by a contractor, such work will have defined scope and duration. While it is recognized that some work is project oriented and/or may be lengthy in duration, the Company will not use a contractor on a continuous basis beyond the duration defined for that work. The Company agrees that employees will not be demoted within, or crew reduced from, their Skill Family, as defined in Marginal Paragraph 33.01(c), as a direct result of contractors doing peak work.
    - (b) Recall and return rights contained in Article 17 will not apply where peak work is contracted.
    - (c) Each Business Area Superintendent will ensure that representatives of available crews in his or her Business Area, who would have ordinarily performed work which the Company has proposed to be contracted out as peak work, will have an opportunity to discuss with the Company proposed peak work contracting out. Whenever reasonably possible, such discussion will occur prior to a contract being awarded. Each Business Area will also appoint one person to ensure that these communications take place;

- (iv) warranty work relating to systems, machinery or equipment owned by the Company. This does not include routine servicing nor the repair of damage or normal wear and tear;
  - (v) work relating to the servicing or repair of leased systems, machinery or equipment. In the case of leased mobile equipment, this does not include routine servicing or the repair of minor damage;
  - (vi) the acquisition of parts, supplies, systems, machinery, equipment or processes; or
  - (vii) the repair or overhaul of parts, systems, machinery, equipment or processes which may be performed at a location other than the Company's Operations, recognizing that with the implementation of worker empowerment and flexibility the contracting of this work may be reduced.
- (2) Further to Marginal Paragraph 33.02 (vii), the following trade security will be in effect for the employees defined below, after June 1, 1995. This trade security is contingent on the whole of this section on contracting out being in effect.
- (i) Employees employed in the repair and overhaul activities as set out in Marginal Paragraph 33.02 (vii), will continue to be employed in their respective Skill Families with the Company.
- (3) The Company agrees that it will notify the Union of any contractors which perform work at the Company's Operations prior to the contractor arriving on site to do such work. A representative of the Company and a representative of the Union will meet on a monthly basis to discuss any issues relating to contracting out.
- (4) The Company agrees to use its best efforts to ensure that all contractors which work at the Company's Operations will be unionized, provided unionized contractors are available in the time frame required by the Company and, in the Company's opinion, it is economical to do so.
- (5) Effective September 1, 1995, the Company will pay to the Union an amount equal to one percent (1%) of the total straight time wages paid to all employees of any non-Steelworker contractor brought on site to perform 'peak work', as defined in Marginal Paragraph 33.02 (1)(iii)(a).
- (6) The Company agrees that all contractors which perform work at the Company's Operations will be required to comply with all of the Company's and the Province of B.C.'s safety rules and regulations relevant to the work to be performed.
- (7) The Company retains the right to award contracts to any qualified bidder depending on the Company's assessment of the bids submitted as long as the selection is not contrary to the provisions of this Collective Agreement.
- (8) This Marginal Paragraph 33.02 (Contracting Out) replaces all other prior agreements or understandings related to the Company's right to contract out work, whether or not such

agreements or understandings are in writing, or are established by any past practices.

### **33.03 Employment Security**

- (1) For the term of this Collective Agreement, permanent employees on the active rolls or on authorized leave of absence on January 1, 1994, will not be laid off from their employment with the Company at its operations in Trail.
- (2) The employment guarantee contained in Marginal Paragraph 33.03 (1) is subject to the following exceptions:
  - (i) temporary layoffs because of temporary shutdowns, including but not limited to vacation shutdowns, market conditions, interruption or cessation of feed supply, compliance with government orders, or force majeure;
  - (ii) layoffs of any employee hired after January 1, 1994;
  - (iii) discharge for cause;
  - (iv) layoffs due to closure or sale, or significant reduction in the operating or manning level which precedes final closure or sale of:
    - (a) the Company's operations in Trail;
    - (b) plant or plants including but not limited to Cadmium, Indium, Germanium, and Copper products within the Company's Trail Operations.
- (3) In the event the Company intends to close or sell a plant pursuant to Marginal Paragraph 33.03 (2)(iv)(b), the Company agrees that prior to such closure or sale it will:
  - (i) discuss with the Union the number of employees who may be crew reduced or laid off as a result of the closure or sale, and
  - (ii) consult with the Union to explore alternatives to such crew reductions or layoffs.
- (4) The Company will give the Union a list of employees covered by this Employment Security Section.

**THIS AGREEMENT** shall be binding upon the parties hereto, jointly and severally, and upon their respective successor and assigns.

**INTENDING TO BE LEGALLY BOUND**, Teck Cominco Metals Ltd. and the United Steelworkers of America, Local 9705 have executed this Agreement this \_\_\_\_day of \_\_\_\_\_, 2005.

**TECK COMINCO METALS LTD.**

**UNITED STEELWORKERS OF AMERICA  
LOCAL 9705**

\_\_\_\_\_  
M.E. Agg  
General Manager, Trail Operations

\_\_\_\_\_  
S. Dewell  
Staff Rep, USWA

\_\_\_\_\_  
D.J. DeLong  
Manager, Human Resources

\_\_\_\_\_  
R. P. Georgetti  
President

\_\_\_\_\_  
D.A. Martin  
Supt., Employee Relations

\_\_\_\_\_  
C. Macklon

\_\_\_\_\_  
C.W. Thompson  
Sr. Employee Relations Specialist

\_\_\_\_\_  
P. Zanier

\_\_\_\_\_  
L. Davey  
Manager, Operations Services

\_\_\_\_\_  
S. Douglas  
Production Supt., Sulphide Leaching

\_\_\_\_\_  
G. Jorgensen  
Piping Group Leader, Maintenance Support

\_\_\_\_\_  
J. W. Milne  
Supt., Financial Reporting

**APPENDIX “A”**

<b>Job No.</b>	<b>Job Title</b>	<b>Job Group</b>	<b>S.F.</b>
2457	Technician Trainee Research	23	6
2480	Technician Trainee Technical Support	23	6
2516	Systems Analyst/Programmer Trainee	23	10
2591	Assayer Trainee Analytical Services	23	6
0497	Office Support Clerk Electrolysis & Melting	24	1
0498	Maintenance Clerk Zinc Operations	24	1
0748	Training Assistant	24	1
1964	Clerk Accounts Payable	24	1
2517	Systems Analyst/Programmer Trainee	24	10
2531	Technician Trainee Research	24	6
2572	Technician Trainee Technical Support	24	6
5029	Research Administrative Assistant	24	1
0557	Clerk Lead Smelter	25	1
2592	Assayer Trainee Analytical Services	25	6
3383	Employee Relations Assistant	25	1
0794	Technician Analytical Services	26	6
0830	Clerk Energy & Protective Services	26	1
5028	Clerk Accounts Payable II	26	1
0576	Shipping Clerk Fertilizer	27	1
0647	Clerk Ores Handling	27	1
0852	Public Affairs and Energy Assistant	27	1
2661	Clerk Lead Products	27	1
2907	Technician Analytical Services	TBR	6
2927	Technician Analytical Services	TBR	6
5046	Finance & Invoice Clerk	27	1
0583	Maintenance Support Clerk	28	1
2519	Systems Analyst/Programmer	28	10
2608	Technician Research	28	6
2685	Technician Research	28	6
3554	Technician Research	28	6
0499	Plant Technician Roaster Acid	29	6
3566	LIMS Administrator	29	1

<b>Job No.</b>	<b>Job Title</b>	<b>Job Group</b>	<b>S.F.</b>
0460	Shipping Clerk Roaster/Acid	30	1
0671	Clerk Traffic	30	1
0702	Network Control Operator	30	10
0796	Technician Analytical Services	30	6
1822	Accounting Clerk Raw Materials	30	1
2496	Technician Research	30	6
2520	Systems Analyst/Programmer	30	10
2577	Data Analyst Environmental Monitoring	30	6
2830	General Roll Pay Analyst	30	1
4001	Plant Technician Furnaces	30	6
5038	Sampling Technician Environ. Monitoring	30	6
0322	Cost Analyst Materials and Metallurgy	31	1
0461	Cost Analyst Roaster/Acid	31	1
0624	Technician Maintenance Support	31	1
0688	Buyer	31	1
0742	Senior Pay Analyst	31	1
0786	Technician Analytical Services	31	6
0788	Technician Analytical Services	31	6
0790	Technician Analytical Services	31	6
0791	Technician Analytical Services	31	6
0804	Technician Research	31	6
0870	Technician Waste Control	31	6
0872	Technician Industrial Hygiene	31	6
2563	Technician, Analytical Services	31	6
2650	Process Control Technician	31	10
2658	Technician Technical Support	31	6
3380	Technician Technical Support	31	6
5005	Technician Analytical Services	31	6
5009	Technician Technical Support	31	6
0621	Maintenance System Technician	32	10
0649	Accounting Clerk Raw Materials	32	1
0743	Staff & General Roll Pay Analyst	32	1
0789	Technician Analytical Services	32	6
0805	Research Technologist	32	6
0808	Research Technologist	32	6
0812	Research Technologist	32	6
0816	Research Technologist	32	6
0861	Sr. Draftsman Electrical Engineering	32	10
1930	Research Technologist	32	6
2438	Quality Systems Analyst	32	10
2472	Research Technologist	32	6
2521	Systems Analyst/Programmer	32	10
2576	R&D Cost Analyst	32	1
2645	Sr. Technician Environmental Monitoring	32	6
<b>Job No.</b>	<b>Job Title</b>	<b>Job Group</b>	<b>S.F.</b>

2662	Plant Technician Lead Products	32	6
2972	Technician Analytical Services	32	6
2994	Building Stores Technician	32	6
3490	Production Cost Analyst	32	1
3556	Technologist Research	32	6
0622	Technician Communications & Office Systems	33	10
0705	Technologist Technical Support	33	6
0706	Technologist Technical Support	33	6
0712	Technologist Technical Support	33	6
0714	Technologist Technical Support	33	6
0715	Technologist Technical Support	33	6
0793	Technician Analytical Services	33	6
0797	Technician Analytical Services	33	6
0801	Senior Research Technologist	33	6
0873	Technician Industrial Hygiene	33	6
1791	Analytical Research Technologist	33	6
1928	Technologist Technical Support	33	6
1952	Technologist Technical Support	33	6
2695	Senior Research Technologist	33	6
2831	Senior Research Technologist	33	6
2908	Research Technologist	33	6
3488	Metallurgical Cost Analyst	33	1
3546	Sr. Technician Analytical Services	33	6
5010	Technologist Technical Support	33	6
5032	Technologist Business Development	33	6
5037	Sr. Technologist Research	33	6
0562	Process Information Support Analyst	34	10
0626	Mechanical Technician Mechanical Development	34	10
0627	Sr Mechanical Technologist Business Development	34	6
0628	Technician Inspection Support	34	10
0694	Accounting Clerk Financial Reporting	34	1
0707	Systems Analyst/Programmer	34	10
0713	Senior Technologist Technical Support	34	6
0803	Senior Research Technologist	34	6
2619	Senior Research Technologist	34	6
2663	Research Technologist	34	6
2878	Mechanical Technician	34	10
2973	Senior Technician Analytical Services	34	6
2974	Senior Technician Analytical Services	34	6
2975	Senior Technician Analytical Services	34	6
2976	Senior Technician Analytical Services	34	6
3382	Sr. Network Technician	34	10

<b>Job No.</b>	<b>Job Title</b>	<b>Job Group</b>	<b>S.F.</b>
3565	Sr. Technologist Business Development	34	6
5035	Sr. Technologist Ore Characterization	34	6
5047	Information Systems Support Technician	34	10
0618	Process Control Systems Analyst	35	10
0620	Process Control Network Comm. Coord.	35	10
0672	Sales Tax & Customs Analyst	35	1
0785	Technician Analytical Services	35	6
1045	Environmental Co-ordinator	35	6
2522	Systems Analyst/Programmer	35	10
3376	Sr. Technician Analytical Services	35	6
5011	Sr. Technologist Technical Support	35	6
5022	Operations Analyst	35	10
0619	Senior Process Control/Control Systems Analyst	36	10
2518	Systems Analyst/Programmer	36	10
3489	Sr. Mechanical Technician	36	10
5003	Sr. Mechanical Technician	36	10
0617	Sr. Process/Control Systems Analyst	37	10
1927	Senior Network Analyst	37	10
1962	Sr. Process/Control Systems Analyst	37	10
2599	Senior Systems Analyst/Programmer	37	10
2930	Senior Process/Control Systems Analyst	37	10
1882	Project Co-ordinator Network Applications	38	10
0698	Data Base Administrator	40	10
5066	Sr. Operations Analyst JDE/Domino	40	10
5065	Sr. Operations Analyst Windows Server	40	10

### **SKILL FAMILY LEGEND**

- 1 - Clerical I, Clerical
- 6 – Chemical Technology
- 8 – General Skill Family
- 10 – Specialty

**APPENDIX “B”****Monthly Salary Rates**

<b>Job Group</b>	<b><u>June 1, 2005 (4%)</u></b>			<b><u>June 1, 2006 (3%)</u></b>		
	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
20	3026	3109	3272	3117	3202	3370
21	3164	3248	3420	3259	3345	3523
22	3304	3392	3571	3403	3494	3679
23	3447	3540	3726	3550	3646	3838
24	3589	3687	3881	3697	3798	3998
25	3729	3831	4032	3841	3946	4153
26	3871	3976	4184	3987	4095	4310
27	4012	4120	4337	4132	4244	4467
28	4151	4263	4487	4276	4391	4622
29	4349	4466	4701	4479	4600	4842
30	4463	4584	4825	4597	4722	4970
31	4555	4679	4925	4692	4819	5073
32	4645	4770	5021	4784	4913	5172
33	4739	4867	5124	4881	5013	5278
34	4844	4975	5237	4989	5124	5395
35	4950	5084	5351	5099	5237	5512
36	5055	5192	5465	5207	5348	5629
37	5160	5300	5579	5315	5459	5746
38	5267	5407	5692	5425	5569	5863
39	5371	5515	5806	5532	5680	5981
40	5476	5623	5920	5640	5792	6098

<b>Job Group</b>	<b><u>June 1, 2007 (3%)</u></b>		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
20	3211	3298	3471
21	3357	3445	3629
22	3505	3599	3789
23	3657	3755	3953
24	3808	3912	4118
25	3956	4064	4278
26	4107	4218	4439
27	4256	4371	4601
28	4404	4523	4761
29	4613	4738	4987
30	4735	4864	5119
31	4833	4964	5225
32	4928	5060	5327
33	5027	5163	5436
34	5139	5278	5556
35	5252	5394	5677
36	5363	5508	5798
37	5474	5623	5918
38	5588	5736	6039
39	5698	5850	6160
40	5809	5966	6281

## Notes:

1. Persons outside the unit who are temporarily placed in “acting” positions in the unit, will be paid Step 1 rate of the appropriate Group.
2. Progression through the range requires six (6) months on Step 1 and one (1) year on Step 2.
3. Step 1 is 92.5% of Step 3 and Step 2 is 95% of Step 3.
4. The Employer will pay each eligible employee a lump sum payment of \$3,500 to be paid within 30 days of the ratification of this agreement.
5. The payment will be made as lump sum payments subject only to a 15% withholding tax and other statutory deductions required by law.
6. Eligible employees include all regular full time employees on roll (including temporary employees) including person on LTD.
7. Casual employees will also be eligible and receive a pro-rated sum based on their hours of work between July 19, 2004 and July 18, 2005.
8. Employees must work two runs following the date of ratification to be entitled to the signing bonus.

1. **Technician Starting Schedules**

Technical School Grads or two (2) years of related experience

- Start at Job Group 23, Step 2
- After 6 months to Job Group 24, Step 2
- After another 6 months to Job Group 24, Step 3

With 1 - 2 years of related experience

- Start at Job Group 23, Step 2
- After 6 months to Job Group 24, Step 2
- After another 12 months to Job Group 24, Step 3

Less than 1 year of related experience

- Start at Job Group 23, Step 1
- After 6 months to Job Group 23, Step 2
- After 6 months to Job Group 24, Step 2
- After another 12 months to Job Group 24, Step 3

2. **Computer Operator Starting Schedules**

Employees follow the appropriate technicians starting schedule until they reach Job Group 24, Step 3. After a further six months they go to Job Group 28, Step 2.

3. **Promotions**

An employee who is promoted will be placed on his present step in his new job group.

Employees protected under Article 19 will, if their salary falls within the range of their new job group, be placed on standard. If the standard of their new job is still less than their current salary then they will continue to be protected to the extent their salary exceeds the standard.

**APPENDIX "C"**

The benefit plans described in this Appendix "C" shall be in effect during the term of this agreement. The waiting periods for benefit eligibility shall be as described in each of the sections below, except that in the case of an employee being recalled from layoff pursuant to Marginal Paragraph 17.09 within 90 days of his/her layoff date, the employee will be eligible for coverage after being actively at work for one full pay period.

Effective January 1, 1997, the Company introduced a flexible benefits package. The package provides for core benefits and a flexible dollar allowance that gives the employee the option of purchasing an enhanced benefit package. The Company is responsible for establishing the flexible dollar allowance credits and all benefit dollar costs on an annual basis. The allowance of flexible dollars is intended to be sufficient to enable an employee to duplicate the package of benefits provided in the Collective Agreement as listed below. Specifically, the allowance of flexible dollars for an employee will be equal to the sum of:

- The cost of long-term disability premiums.
- 20% of group RRSP contributions to a maximum of 3% of salary.
- The cost of extended health benefit premiums for option B for the employee's family status.
- The cost of dental benefit premiums for option D for the employee's family status,
- Government medical plan single coverage premium, if the employee elects to sell coverage due to duplicate coverage through a spouse's employer.

Any flexible dollars not spent on benefits may:

- Be rolled tax-free to a Health Spending Account (HSA) from which an employee can pay for dental and health related expenses with pre-tax dollars
- Be rolled tax-free to an employee's group RRSP account
- Be added to pay as taxable cash
- Purchase the following benefits:
  - Accidental Death & Disability (AD&D)
  - Spousal AD&D
  - Additional two units of optional life insurance
  - Additional one unit of optional spousal life insurance
  - Travel Insurance

**1. MEDICAL PLANS**

Basic medical coverage will be provided under the overall Medical Services Plan of British Columbia and coverage equivalent to the Extended Health Benefit Plan of the Medical Services Association will also be maintained. The full cost of these plans will be borne by the Company.

The Company has agreed to provide, through additions to the coverage under the Extended Health Benefits Plan, a provision to pay for acupuncture services to a maximum of one hundred dollars (\$100.00) per family member, per year, for all those employees on the payroll and their families.

**2. SICK LEAVE PLANS**

The benefit amounts under both the Basic Sick Leave Plan and the Long-term Disability Plan are designed to provide an employee with a guaranteed level of disability income. If an employee is also eligible for disability income through Workers Compensation, the Canada Pension Plan or similar programs, excepting veterans' pensions, the benefit amount under the Company Plans will be reduced by the amount of this other income. The Basic Sick Leave Plan will be registered with the Unemployment Insurance Commission. The full cost of the Basic Sick Leave Plan and the Long-term Disability Plan will be borne by the Company, provided however that the employees' share of the reduction in UIC premiums resulting from the registration of the Basic Sick Leave Plan will be used to offset the cost of that Plan.

**(a) Basic Sick Leave Plan**

An employee is eligible after three (3) months of continuous service.

Benefits are paid for ninety (90) days.\*

- full salary to the extent of accumulated sick credits
- partial salary for the balance (if any) of the ninety (90) days.

Sick credits accumulate at a rate of twelve (12) days per year to a maximum of ninety (90) days. \*

An employee will qualify for his sick credits in a current year after he has worked five (5) days in that year.

\* If an employee had accumulated more than ninety (90) days prior to February 1, 1968, he is eligible for full salary benefits to the extent of that accumulation.

The amount of partial salary is related to service:

- 3 months to 5 years - 40% of salary
- 5 to 10 years - 50% of the first \$2,000 and 40% of balance
- Over 10 years - 60% of the first \$2,000 and 50% of balance.

The minimum benefit is the greater of \$150/month for single and \$250/month for married employees or two-thirds of salary up to UIC insurable earnings (maximum of \$1,668/month in 1983).

**(b) Long-term Disability Plan**

An employee is eligible for benefits after three (3) months of continuous service. Benefits commence after all Basic Sick Leave benefits have been used, providing that an employee's disability meets the terms of the insurance policy.

The benefit period is related to service.

If an employee has less than ten (10) years of service, the benefit period is equal to his service rounded to the next full year. For example, if an employee's service is two (2) years and one (1) month, his benefit period will be three (3) years.

If an employee has more than ten (10) years of service his benefit period will extend until he retires.

The benefit amount is also related to service as follows:

3 months to 5 years - 40% of salary

5 to 10 years - 50% of the first \$2,000 and 40% of balance

Over 10 years - 60% of the first \$2,000 and 50% of balance

The minimum benefit is \$150/month for single employees and \$250/month for married employees.

The definition of disability will be as follows:

During the first two years of long-term disability payments, the disability must prevent the employee from performing the duties of his/her normal job. After that time, the disability benefit will continue only if the disability prevents the employee from performing any job for which he/she is reasonably qualified as a result of education, training or experience.

In instances where there is a disagreement with respect to eligibility for Long Term Disability benefits, the Company will refer the employee to an Independent Medical Examination (IME) with a medical specialist prior to a final assessment of that employee's eligibility for Long Term Disability payments. The specialist contracted to assess the employee will be mutually agreed to by one designated representative from each of the Union and Company. Should mutual agreement not be reached, the parties rights will revert to the applicable provisions in the Collective Agreement. Cost of the IME will be borne by the Company. Findings of the IME will be binding and accepted by the Company and Union as to the final determination of the employee's eligibility for benefits.

An employee who has become entitled to benefits under this Paragraph 2 will be entitled to increases related to increases in salary during the term of this Agreement.

The Company will make arrangements with the insurance carrier for the withholding of Income Tax from the benefit payments.

### **3. GROUP LIFE INSURANCE**

#### **Eligibility**

All full time employees are eligible on employment. Coverage for new employees becomes effective on the first day of the month coincident with or next following the date of hire. Beneficiaries are as recorded with the Company.

#### **Basic Coverage**

An employee's basic coverage life insurance is an amount equal to his current annual salary rounded to the next higher \$1,000 if not already a multiple of \$1,000. The entire premium for this coverage will be paid by the Company.

#### **Optional Coverage**

An employee may purchase additional insurance equal in amount to his Basic Coverage. This additional coverage is optional, with the monthly cost to the employee, per \$1,000 coverage, being the average cost of all coverage as determined by claims experience.

### **Revisions to Optional Coverage**

Optional Coverage may be cancelled effective the last day of any calendar month, provided sufficient notice is given. Where an employee chooses not to participate when first eligible, or where, after a period of participation an employee cancels and at a later date wishes to again participate, evidence of insurability satisfactory to the insurer will be required.

To change his coverage, an employee must contact the Personnel function of the Company and arrange to complete the appropriate authorization card.

### **Revisions Related to Salary Change**

Revisions related to salary change are effective on the first of the following month. When an employee's Basic Coverage is so revised, the Optional Coverage is revised accordingly.

### **Coverage for Retired Employees**

Coverage for retired employees is related to final earnings, i.e. a percentage of active Basic Coverage. The monthly premium for this basic coverage shall be paid by the Company. Optional Coverage is not available for retirees.

The levels of insurance after retirement are as follows:

Age	Percentage of Pre-retirement Basic Coverage
60 to 64	100%
65	80%
66	70%
67	60%
68	50%
69	40%
70 and over	30%

### **Certificates of Insurance**

Each employee will receive a Certificate describing the coverage.

### **Extended Coverage on Disability**

Should an employee, prior to age sixty (60), become disabled under the terms of the Policy and be unable to work for a period exceeding six (6) months, the employee's Basic Coverage will be continued subject to normal retirement reductions. In addition, the employee's Optional Coverage will be continued without payment of premium until retirement, as long as the employee provides regular proof of continuing disability.

#### 4. **DENTAL PLAN**

The Company will provide, at Company expense, a Dental Plan which will provide for the payment of ninety percent (90%) of the basic services, commonly referred to as Plan "A", and for the payment of seventy-five percent (75%) of the dental services commonly referred to as Plan "B".

The Company will provide, at Company expense, a Dental Plan which will provide dental services, commonly referred to as Plan "C", to a lifetime maximum of two thousand five hundred dollars (\$2,500) per family member. This maximum level shall only apply for dental work carried out on or after the effective date. Employees and their dependents will be eligible for coverage on the first of the month following six (6) months of continuous service. Dependents to be covered are the employee's spouse and unmarried dependent children under age twenty-one (21) residing in British Columbia or unmarried dependent children under the age of twenty-five (25), provided they are enrolled in an educational institution on a full-time basis.

Participation in the Plan is compulsory for all employees with the exception of an employee already covered as a dependent under a group dental plan providing at least equal benefit through the employee's spouse or parent. In such cases participation shall be waived provided that satisfactory evidence of the other plan is provided to the Company.

#### 5. **GROUP RRSP**

The Company will establish a Group RRSP, to be effective May 1, 1989, which will provide for basic employee contributions of 1%, 2% or 3% of base rate earnings for hours worked and for matching Company contributions of twenty (20) cents for each dollar of basic employee contributions. The Company contributions will be added to employee earnings and deducted with the employee's contributions.

The Employer will make a one time \$200.00 contribution to each eligible employee's RRSP account to be paid by November 1<sup>st</sup>, 2005.

Additional employee contributions will be allowed up to the Revenue Canada limits. It will be the responsibility of each employee to insure that his RRSP limit is not exceeded.

The plan will be arranged with an authorized carrier. It will provide for one or more investment options and, if applicable, periodic transfers between the options. Employee statements and tax receipts will be provided directly by the carrier.

#### 6. **VISION CARE PLAN**

The Company will establish a Vision Care Plan which will reimburse each employee and each eligible dependant for his or her expenditure for prescription eye glasses and contact lenses to a maximum reimbursement of two hundred dollars (\$200.00) every two calendar years.

Employees and their dependants will be eligible for coverage on the first of the month following

six months of continuous service. Dependants to be covered are the employee's spouse and unmarried dependent children under the age of twenty one (21) residing in British Columbia.

**APPENDIX "D"****COST OF LIVING ALLOWANCE**

1. Each employee covered by this Agreement may receive a Cost of Living Allowance (COLA) during the term of this Agreement as hereinafter provided.
2. The Cost of Living Allowance shall be based on the Consumer Price Index (all items---base 1961 equals 100) published by Statistics Canada (hereinafter referred to as CPI).
3. The Cost of Living Allowance shall be equal to one (1) cent for each 0.35 point rise in the CPI as hereinafter determined counting as a full cent any fraction of one-half (1/2) cent or more.
4. The Cost of Living Allowance shall only be paid for hours actually worked and shall not be included in the calculation of overtime rates, vacation and statutory holiday pay, incentive plans or other premiums or benefits.
5. For the measuring period commencing December 1, 2007 up to and including February 28, 2008, the amount of COLA will be determined by the difference between the CPI for November 2007 and the CPI for February 2008 and shall become payable from March 1, 2008 to May 31, 2008. The COLA will be based only on the percentage amount by which the CPI exceeds six percent annualized for the calculation period defined as the difference between the CPI for November 2007 and the CPI for February 2008. The COLA payment will be rolled into the standard salary rates on May 31, 2008.
6. In the event that the CPI declines, only the Cost of Living Allowances which have not been incorporated into the standard salary rates will be subject to reduction.
7. In the event that Statistics Canada does not issue the CPI on or before the beginning of the periods referred to in Clause 5, any pay adjustments required shall be made at the beginning of the first pay period after publication of the CPI and shall be retroactive to the commencement of the appropriate period. In the event that a retroactive adjustment is made by Statistics Canada to the CPI it is agreed that the paid allowance to the employees will not be adjusted retroactively.
8. The parties to this Agreement agree that the continuance of the Cost of Living Allowance will depend upon availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for November, 1978. If Statistics Canada changes the form or basis of calculating the CPI, the parties shall attempt to determine an appropriate index figure by agreement. If agreement is not reached the parties agree to request Statistics Canada to make available for the life of this Agreement a monthly CPI in its present form calculated on the same basis as the index for November, 1978.