

**FORDING RIVER OPERATIONS - and - USW LOCAL 7884**

**2006 C.A. Version 1.0**

## INDEX

<b>ARTICLE 1</b>	<b>PURPOSE</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>NO STRIKES, NO LOCKOUTS</b>	<b>2</b>
<b>ARTICLE 3</b>	<b>RECOGNITION</b>	<b>2</b>
	Union Recognition	2
	Employees Covered by the Agreement	2
	No Discrimination	3
	Bulletin Boards	4
<b>ARTICLE 4</b>	<b>MANAGEMENT RIGHTS</b>	<b>5</b>
<b>ARTICLE 5</b>	<b>UNION SECURITY</b>	<b>6</b>
<b>ARTICLE 6</b>	<b>UNION BUSINESS</b>	<b>8</b>
	Leave of Absence	8
<b>ARTICLE 7</b>	<b>GRIEVANCE PROCEDURE</b>	<b>10</b>
	Union Activities on Company Time	10
	Procedure for Settling Disputes	11
	Discipline and Discharge	16
<b>ARTICLE 8</b>	<b>SAFETY AND HEALTH</b>	<b>17</b>
	Accident Investigation Procedure	17
	Joint Safety and Health Committee	18
	Safety Complaints and Disputes Procedure	20
	Crew Safety Meetings	21
	Safety Rules and Hazardous Materials	21
	Personal Protective Equipment	22
	Medicals	23
	Emergency Rescue Teams	23
<b>ARTICLE 9</b>	<b>HOURS OF WORK</b>	<b>24</b>
	Lunch Break	24
<b>ARTICLE 10</b>	<b>OVERTIME RATES</b>	<b>25</b>
	Change of Work Schedule	27
	Call Out	28
	Eight (8) Hour Rest Period	28
	Reporting Pay	28
<b>ARTICLE 11</b>	<b>STATUTORY HOLIDAYS</b>	<b>30</b>
<b>ARTICLE 12</b>	<b>WAGES</b>	<b>33</b>
	Standard Hourly Wage Scale	34
	Out-of-Line Differentials	35
	Temporary Transfer or Assignment	36
	Trainee Rates	37
	Incentives	37
	General	37

Time Off for CWS Committee	37
Interim Provisions	38
Conversion to Standard Hourly	
Wage Scale Rates	39
Company Orientation	39
<b>ARTICLE 13 PREMIUMS</b>	<b>40</b>
On Call	40
Emergency Rescue Team Premiums	41
Lead Hand	41
Trainer Classification	41
<b>ARTICLE 14 SENIORITY</b>	<b>42</b>
Probationary Period	42
Permanent or Indefinite Layoff	45
Recall	49
Temporary or Emergency Layoff	50
Displacement	51
<b>ARTICLE 15 JOB POSTING AND ADVANCEMENT</b>	<b>54</b>
Job Posting Procedure	54
Interdepartmental Jobs	57
Within Department Jobs	58
Job Advancement	62
<b>ARTICLE 16 TRAINING AND APPRENTICESHIPS</b>	<b>71</b>
Tool, Text Rebates	72
<b>ARTICLE 17 VACATIONS WITH PAY</b>	<b>73</b>
Vacation Scheduling	75
Vacation Adjustment	75
Unpaid Leave	76
<b>ARTICLE 18 SPECIAL VACATION</b>	<b>77</b>
<b>ARTICLE 19 BEREAVEMENT LEAVE</b>	<b>79</b>
<b>ARTICLE 20 JURY DUTY/WITNESS PAY</b>	<b>79</b>
<b>ARTICLE 21 PREGNANCY AND PARENTAL LEAVE</b>	<b>80</b>
<b>ARTICLE 22 BENEFITS</b>	<b>81</b>
Medical Plan	81
Sickness and Accident	81
Long Term Disability	82
Group Life Insurance	83
Dental Plan	85
Optical Plan	85
Premium Rebates	85
<b>ARTICLE 23 PENSION PLAN</b>	<b>86</b>
<b>ARTICLE 24 ON LOAN</b>	<b>87</b>

<b>ARTICLE 25</b>	<b>CONTRACTING OUT</b>	88
<b>ARTICLE 26</b>	<b>TRADES DESCRIPTIONS AND PROCEDURES FOR SETTLING DISPUTES</b>	90
	Intent	90
	Descriptions	90
	Trades Committee	91
	Disagreements	92
	Special Circumstances	92
<b>ARTICLE 27</b>	<b>TECHNOLOGICAL CHANGE</b>	93
	Purpose	93
	Definition	93
	Prior Notice	93
	Company-Union Meetings	93
	Displacement/Lay Off	93
	Severance Benefit	94
<b>ARTICLE 28</b>	<b>HUMANITY FUND</b>	94
<b>ARTICLE 29</b>	<b>LETTERS OF UNDERSTANDING</b>	95
<b>TERM OF AGREEMENT</b>		115
<b>MEMORANDUM OF Agreement –</b>		
	4 Days On, 4 Days Off –	
	12 Hour Shift Schedule	117
A.	Employees Covered by Agreement	117
B.	General Conditions	117
C.	Overtime Work	119
D.	Statutory Holidays	121
E.	Bereavement Leave	122
F.	Jury Duty/Witness Pay	123
G.	Vacations with Pay	123
	Vacation Adjustment	125
	Special Vacations	125
H.	Premiums	126
I.	Sickness and Accident	126
J.	On Call	126
K.	Exclusions	126
<b>SCHEDULE 'A'</b>	<b>– Wage Schedule</b>	127
	Job Classifications	128
	COLA	129

This Agreement made the 29th day of April, 2006 A.D.  
effective May 1, 2006.

BETWEEN:

ELK VALLEY COAL CORPORATION  
(hereinafter called "the Company")

OF THE FIRST PART

AND:

UNITED STEELWORKERS  
LOCAL 7884

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

The parties agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreement concerning rates of pay, hours of work and conditions of employment to be observed between the parties insofar only as the foregoing affect the Company's operations at Fording River, north of Elkford, B.C., and to provide a method for the orderly adjustment of differences and grievances.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein set forth, the parties hereto mutually agree as follows:

## **ARTICLE 1. PURPOSE**

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

1.02 Words imparting the masculine gender shall include the feminine.

## **ARTICLE 2. NO STRIKES, NO LOCKOUTS**

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

2.02 In case any of the aforementioned acts should occur in violation of the above, the Company shall, in addition to all its other rights and remedies, have the right to discharge or discipline any or all of the employees taking part in such act or acts, providing, however, that any such action by the Company shall be subject to the grievance procedure if an employee believes he has been discharged or disciplined unjustly.

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

## **ARTICLE 3. RECOGNITION**

3.01 Union Recognition

The Company recognizes the Union as the sole and exclusive representative for the purpose of conducting collective bargaining regarding all working conditions of employees employed at the Company's operations, and the Company will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

### 3.02 Employees Covered by the Agreement

- (a) The word "employees" as used in the Agreement means all employees in the employ of the Company at the operation of Elk Valley Coal Corporation in the Fording River Valley, approximately twenty-nine (29) kilometres north of Elkford, B.C., except: persons employed in a confidential capacity; persons excluded by the Labour Relations Code of British Columbia; all supervisors; office, clerical and technical staff; salaried technicians; gatemen and security guards.
- (b) The "Company's Operations" shall mean the operations of Elk Valley Coal Corporation described in subparagraph (a) hereof.

3.03 The Company recognizes that it is not the function of persons not in the U.S.W. bargaining unit to perform work that is normally performed by an employee in the bargaining unit where qualified employees are available to do such work except when it is deemed necessary by the Company to instruct employees, assure proper performance of the work and continuity of operations, proper operation of equipment, to protect Company property, to assure safety and health of employees, to operate pilot or test programs or to man new facilities during start up programs, and in the case of emergency, or in the performance of occasional unforeseen and necessary work when production facilities or troubles are encountered on the job. The Company agrees that these functions shall not be abused. In no case shall an employee in the bargaining unit be displaced by performance of such work by such other person.

### 3.04 No Discrimination

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. The parties also subscribe to and support the principles of the Human Rights Code of British Columbia.

3.05 The Company shall provide the Union with the following information pertinent to employees in Local 7884:

A listing of employees (quarterly) showing names, addresses and job classifications listed in order of Bargaining Unit seniority, and will also provide on a current basis:

- (a) copies of job postings, job awards and employee demotions;
  - (b) listings of hirings, discharges, resignations, retirements and deaths;
  - (c) job classifications and job descriptions;
  - (d) descriptive information relating to pension and welfare plans;
  - (e) exact copies of all disciplinary notes;
  - (f) lists of employees who will work during any temporary shutdown or layoff.
- 3.06 The Company will provide each new employee on the date of hire, a new member kit provided by the Union, consisting of applications for Union membership, Union Death Benefit Plan, Union Co-Insurance Plan and a list of the names of the Union Executives, Stewards and Safety Representatives. The Union will be provided notice in writing of the new employee's name, job class, department, employee number, and start date.

3.07 Upon written request to the Employee Relations Department, an employee shall be provided with a copy of his Employee Job/Discipline History report. An employee has the right to review his work record and his disciplinary record, on request, through his Foreman.

3.08 Bulletin Boards

The Company agrees that a section of a bulletin board in each section at the operations shall be made available to the Union for its purposes, provided that the use of such boards be restricted to the posting of notices regarding the business affairs, meetings and social events of the Union, and the reports of the various committees of the Union, and provided that no such notice may be posted unless the approval of the Company to the posting has first been obtained, and a notation of the approval endorsed on the notice. The Company agrees to furnish to the Union a key for each bulletin board, and to keep bulletin boards in reasonable repair. Until further notice from the Company to the Union, the approval referred to need not be obtained.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

4.01 Subject to the provisions of this Agreement, the Union acknowledges that the Company has and retains the sole, exclusive and undisputed right and responsibility to manage its mines, plants and business as it sees fit, including but not limited to the following:

- (a) To plan, direct and control operations, to schedule production and other activities, to determine the products to be produced and the methods, processes and means of production or other work, to sub-contract work, to determine the location of plant and facilities, and the extent to which a plant or any part thereof shall be operated.
- (b) To hire, promote, demote (except for punitive reasons), classify, transfer, assign, reassign and lay off employees and to discipline, suspend and discharge employees for proper cause, and to retire employees at their normal retirement age.
- (c) To direct the working forces, including the right to decide on the number of employees needed by the Company, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (d) The selection of supervisors shall be entirely a matter for the Company's discretion.
- (e) To make and to alter from time to time rules and regulations to be observed by all employees.

The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

- 4.02 It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Company and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Company.
- 4.03 This Article will not be used in a discriminatory manner against any employee or group of employees and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any of the terms or provisions of this Agreement.

## **ARTICLE 5. UNION SECURITY**

- 5.01 The Company shall honour a written assignment of wages by an employee to the Union or to the International Union in a form agreed to by the Company and Union for Union dues, initiation fees, death benefit assignments and one International Union assessment (excluding fines) not exceeding four dollars (\$4.00) per year.
- 5.02 The Company shall deduct, as a condition of each employee's continued employment, a sum equivalent to Union dues prorated to conform with the bi-weekly pay system as follows:
- 5.03 Union dues for each employee shall be equal to 1.3 percent of total (gross) earnings each two (2) weeks during the reference period (as defined herein) save that the minimum dues during such period shall be \$2.31 and maximum dues as communicated by the Union in writing to the Company.
- 5.04 The total earnings per hour of each employee shall be calculated by dividing the total earnings in the reference period by the total number of hours in the reference period. The total number of hours shall be deemed to include actual hours worked plus hours of paid vacation and plus hours of paid unworked statutory holidays.
- 5.05 Total earnings for the purpose of calculating Union dues shall be deemed to include base rate earnings and all premiums (if any) including shift premiums, weekend premiums, incentive bonus pay, vacation pay, statutory holiday pay, overtime pay, COLA earnings, call-in and reporting pay, etc., but shall not include any Workers Compensation payments or payments under any benevolent, sickness or accident plans.
- 5.06 The reference period shall be the two (2) week pay period immediately prior to the pay day on which the dues are deducted. Dues shall be deducted each pay period and remitted to the Financial Secretary of the Union by cheque payable to the International Treasurer of the United Steelworkers on the employee pay day or as soon thereafter as is reasonably possible. The Company will at this time provide the Local with a list of all employees indicating the amount of dues deducted from each.
- 5.07 In the event an employee does not work at least twenty (20) hours or be paid for at least twenty (20) hours for vacation or unworked statutory holidays in the reference period, then no dues will be deducted. Also, no dues will be deducted if at the time of preparation of the pay cheque there are insufficient funds owing to the employee concerned except to the extent that such funds are owing to the employee.
- 5.08 The deductions referred to above shall commence in the case of each employee who is in the employ of the Company at the effective date of this Agreement and in the case of each employee entering the employment of the Company subsequent to the effective date of this Agreement, with the pay period for which his first pay cheque from the Company is received by him.
- 5.09 As early as possible in each calendar year, and no later than February 15, the Company shall provide the Local with an individual statement listing the total of Union dues (or equivalent)

deducted from the pay of each employee during the calendar year and paid to the Union in accordance with this Article. Appropriate forms will be supplied by the Union no later than September 15th of each year.

- 5.10 The Union agrees to indemnify the Company and save it harmless against any claim which may arise in complying with the provisions of this Article, and notwithstanding any provisions contained in this Article, the responsibility on the part of the Company for dues shall not exceed the amount of an employee's unpaid wages in the hands of the Company.

## **ARTICLE 6. UNION BUSINESS**

### **6.01 Leave of Absence**

On two (2) weeks' notice and written application by the Union to the General Manager, Fording River Operations, the Company agrees to grant a leave of absence, without pay, to an employee appointed to a position with the International of the United Steelworkers or for the business purposes of the International.

Such leave of absence shall be limited to a maximum period of one year. The Company shall not be required to grant the privilege under this section to more than two (2) employees at the same time.

- 6.02 On two (2) weeks' notice and written application by the Union to the General Manager, Fording River Operations, the Company agrees to grant a leave of absence, without pay, for up to three (3) years to an employee elected as an Officer in the Local of the Union. Such leave of absence will be continued only so long as the employee retains his elected position in the Local. The Company shall not be required to grant the privilege under this section to more than three (3) employees at the same time.

### **6.03**

- (a) Upon written request if required by the Company and on reasonable notice from the Union, and subject to the requirements of the operation, the Company agrees to grant leaves of absence without pay to employees to attend labour conventions, labour seminars, labour arbitrations, labour contract negotiations, grievance matters or other Local Union matters. The leaves of absence granted under this section shall not interfere with the normal operations of the Company and shall not exceed eight hundred (800) mandays in the aggregate in any one (1) calendar year. Unless mutually agreed otherwise, the Company will place all union bargaining committee members on a 5X2 day shift for the duration of bargaining.
- (b) The Company agrees to forward to the Union, an amount equivalent to four hundred twelve (412) hours per month at Job Class 21 to pay for time lost by employees delegated by the Union for the purpose of conducting Union business as per Letter of Understanding No. 4. It will be the responsibility of the Union to manage and pay for that time. An employee and his supervisor will complete a Union Activity Report Form prior to leaving and upon returning to the work place. Time spent while on Union activity will be deducted from the employee's time card. Copies of completed forms shall be forwarded to the Union Hall.

- 6.04 The period of time during which an employee is on leave of absence, pursuant to marginal paragraphs 6.01 and 6.02 shall not be considered as time worked for the Company and the employees shall not be entitled to any benefits under the Collective Agreement while on leave save and except upon conclusion of the leave the employee's seniority shall include the period of the leave. The period of the leave shall be considered as service with the Company for pension purposes and for the purpose of calculating Company service for vacation entitlement (but not vacation pay). During the period an employee is on leave pursuant to marginal paragraphs 6.01 and 6.02 the Company shall continue to make available to the employee the

benefits provided for in Article 22, but it shall be the obligation of the employee to pay all the costs thereof.

- 6.05 An employee who is on leave of absence pursuant to marginal paragraph 6.03 and such leave exceeds thirty (30) consecutive calendar days shall also be required to pay all the costs of all benefits provided under Article 22. This marginal paragraph shall not apply to an employee if the absence is for the purpose of collective bargaining between the Union and the Company.
- 6.06 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 or workings of the Company except to the extent expressly provided for in this Agreement.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

### 7.01

- (a) The Union will endeavour to provide one Steward per crew and a Grievance Committee of not more than five members.
- (b) The Union will notify the Company in writing of the names of all officers, committeemen and stewards, and of any changes in the same.
- (c) The Company shall endeavour to place the Chairman of the Grievance Committee on steady day shift if so requested by the Union.

- 7.02 If it is necessary for a Steward and/or other employee(s) to take time off during working hours in an attempt to resolve a grievance, he must first notify his immediate supervisor and give a brief explanation for such need. The supervisor will make the necessary arrangements and will not arbitrarily or unreasonably withhold permission.

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 in accordance with marginal paragraph 6.03 (b).

### 7.03 Procedure for Settling Disputes

The parties recognize that it is most desirable that all efforts be made to develop and maintain a good relationship between employees and supervision.

It is recognized that a variety of disputes or complaints may arise, many of which can be resolved by discussion between the employee and his supervisor. To this end, employees are therefore urged to first attempt to resolve their complaints with their immediate supervisor as soon as possible.

If an employee has a complaint which he cannot resolve with his supervisor, a Steward may attempt to resolve the complaint on behalf of the employee. The employee will have the option of having a Union Shop Steward present at any meeting or hearing involving discipline.

Should a dispute or complaint become a grievance between the Company and employee(s) relating to terms and conditions of employment, or regarding an interpretation or alleged violation of this Agreement, an earnest effort will be made by both parties to settle the grievance through the grievance procedure.

All grievances submitted to the Company must clearly outline the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated. Any statement of fact or other written material presented by the Union will be without prejudice to the position of the employee or the Union. Similarly, any written material presented by the Company will be without prejudice to the position of the Company. The objective of each party

during the grievance procedure is to provide as much full disclosure as possible of all known facts regarding a grievance and that every effort should be made by the parties to resolve grievable matters at the lowest level of supervision.

Step 1 Within thirty (30) calendar days after the alleged grievance has arisen or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, a Shop Steward may present the grievance in writing to the employee(s)' Foreman. At the option of the Shop Steward, the employee(s) may be in attendance. The Foreman shall record the facts as presented, investigate the grievance and provide a written answer within three (3) days.

Failing a satisfactory resolution, the grievance may proceed to Step 2.

Step 2 Within five (5) days from the time a decision was made or should have been made under Step 1, the Shop Steward may present the grievance in writing to the employee(s)' General Foreman. At the option of the Shop Steward the employee(s) may be in attendance. The employee(s)' General Foreman shall investigate the grievance and provide a written answer to the grievance within three (3) days.

Failing a satisfactory resolution, the grievance may proceed to Step 3.

Step 3 Within five (5) days from the time a decision was made or should have been made under Step 2, the Chief Shop Steward or his designate may present the grievance to Company Management. At the option of the Chief Shop Steward, the employee(s) may be in attendance. The Management of the Company may also require the employee(s) concerned, and members of the supervisory staff concerned in or having knowledge of the grievance, to appear before them and give evidence regarding the grievance.

The Company Management will provide an answer in writing within five (5) days.

Failing a satisfactory resolution, the grievance may proceed to Step 4.

Step 4 Within thirty (30) calendar days of receiving the answer at Step 3, the Union may, by written notice to the Company, refer the grievance to arbitration.

Within ten (10) calendar days of receiving such notice, the Company and Union will select the arbitrator or grievance investigator and mutually set a date(s) for an arbitration.

Cooling Off Period:

With the exception of a grievance claiming that an employee has been unjustly discharged or suspended, the thirty (30) calendar day period for referring a grievance to arbitration under Step 4 shall not commence until thirty (30) calendar days following an answer at Step 3.

NOTE: Prior to proceeding to arbitration, if new facts regarding the grievance are revealed and those facts were not previously considered during the grievance procedure, then the General Manager of the Company and the Local Union President may meet to discuss those facts.

#### 7.04 Arbitration Procedure

- (a) The selection of an arbitrator shall be by alphabetical order from the following panel, if available to act. The selection of an arbitrator for the next arbitration shall commence with the next name in the alphabetical sequence.

The selection of arbitrators will be from the following panel:

- (i) S. Lanyon, Vancouver, B.C.
  - (ii) A. Hope, Prince George, B.C.
  - (iii) B. Blasina, Burnaby, B.C.
  - (iv) V. Ready, Vancouver, B.C.
  - (v) D. McPhillips, Delta, B.C.
- (b) 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.

- (c) The arbitrator shall hear the parties to the grievance and shall render his decision within a maximum of thirty days following the hearing.

- 7.05 If a grievance is not advanced through the Steps of the Grievance Procedure within the specified time limits, the grievance shall be deemed to be abandoned and all rights of recourse to the Grievance Procedure shall be at an end.

Time limits as defined in the Grievance Procedure shall be deemed to exclude rest days and Statutory Holidays.

Rest days during Steps 1, 2 & 3 of the Grievance Procedure shall be understood as those rest days of the Grievor and the Company representative or either of them at that step of the Grievance Procedure.

The abandonment of a grievance under this Article shall not prejudice future cases of a similar nature.

- 7.06 The Company shall have the right to refer any dispute regarding the interpretation of or a violation of this Agreement in writing to the Grievance Committee of the Union. Failing a satisfactory settlement of the dispute within thirty (30) calendar days of the submission, the Company shall have the right to refer the dispute to arbitration constituted in accordance with this Article.

- 7.07 The procedure for settling disputes set out in this Article shall be strictly adhered to, but the Union shall have the right to:

- (a) file a group grievance at Step 2, in which case the grievor(s) possible of identification shall sign the grievance form.
- (b) file a Union or Policy grievance at Step 3. All Union grievances filed at Step 3 will be signed by a Chief Shop Steward. Notwithstanding time limits set out in Article 7.03 Step 3, Union or Policy grievances filed at Step 3 of the Grievance Procedure shall be answered in writing within thirty (30) calendar days of the presentation of the grievance to Company Management.

7.08 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 an 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.

A grievance claiming that an employee(s) has been unjustly discharged must be filed within five (5) days of the Union being notified, in writing, by the Company of such discharge, failing which any recourse to the grievance procedure shall be deemed to have been abandoned.

If a claim for unjust discharge is made as herein provided, the case shall be dealt with according to this Article, and if it is proven that he or they have been unjustly dealt with, he or they shall be reinstated and it shall be left with the Grievance Committee of the Union and the Management of the Company to decide what amount, if any, is to be paid to the employee(s) concerned, and failing agreement, the same arbitrator that dealt with the claim shall be contacted with written submissions for the purpose of fixing such compensation, and his decision shall be final.

If it is agreed or decided at any step of the grievance procedure or arbitration that an employee has been suspended or discharged without proper cause, the Company will reinstate him in his job without loss of seniority.

7.09 Any agreement in writing, concerning the outcome of a dispute between the Company and the Grievance Committee will be final and binding upon the Company, the Union, and the employee(s) concerned.

7.10 Any time limits provided for in this Article may be varied by the mutual consent of the Company and the Union and confirmed in writing.

7.11 Discipline and Discharge

- (a) Upon request, the Company will provide to the Union representative a copy of the employee's work record, including all Discipline Interview Reports and Counselling Interview Reports at any stage of the grievance procedure. Information regarding an employee's work record shall be presented with the employee's knowledge.
- (b) Notwithstanding marginal paragraph 7.03, in a grievance involving a discharge or suspension the grievance must be presented directly at Step 3 of the grievance procedure by a Chief Shop Steward or his designate. The Step 3 reply will be given within three (3) days of the presentation at Step 3.
- (c) Prior to the suspension or discharge meeting, a Chief Shop Steward or his designate will be given a copy of the employee's work record and disciplinary notes.
- (d) The employee's Job/Discipline History Report (and Work Record Card(s), if required) shall be present at any meeting or hearing where the purpose is to impose discipline. Upon request and with the employee's approval, the Company will provide the Union Steward with a copy of the Job/Discipline History report.

7.12

- (a) Unless an employee requests otherwise, a Union Steward (from the department concerned if available) must be present when an employee is disciplined or suspended pending investigation.
- (b) In cases of discharge or suspension a Chief Shop Steward or his designate must be present.

- 7.13 All discipline shall be subject to the provisions of the grievance procedure. Any employee disciplined will be given two (2) copies of the disciplinary note.

## **ARTICLE 8. SAFETY AND HEALTH**

- 8.01 The Company and the Union, realizing the benefits to be derived from a safe and healthy place of employment, agree that they and all employees, Union Safety Representatives, Stewards and Officers and Supervision at all levels shall co-operate to promote safe work practices, health conditions and the enforcement of safety rules.
- 8.02 Accident Investigation Procedure
- (a) The Company and Union agree to co-operatively conduct accident investigations. Such investigations will involve supervision from the area and/or a Company Safety Officer and a Union Safety Representative. Prior to the conclusion of that work day, if possible, the Union Safety Representative and Company will prepare the proper documentation and distribute copies to those concerned. The Foreman and Union Safety Representative will determine whether or not an investigation is required.
- (b) The Company and Union agree to investigate as soon as possible all accidents to make recommendations for remedial or preventative action. The Company's Safety Officer will be responsible for notifying the Safety Representative and will arrange for the time and place of investigation prior to the conclusion of that work day. Such investigations will include at least one Safety Committee member from the Union and one from the Company.
- (c) Should a disagreement arise about whether or not an investigation should take place, a referee process shall be initiated. The decision of the referees shall be final and binding on both parties. The Union Representative will be the Safety Committee Chairman or designate. The Company Representative will be the Administrator Loss Control Prevention, or designate. Where the referee process has been initiated, the accident/incident scene in dispute shall not be disturbed unless reasonable to do so. The Safety Representative, or a Union Representative (if no Safety Representative is available), shall view the scene immediately with the supervisor prior to the scene being disturbed.
- (d) It is recognized that there will be occurrences for which an indepth investigation may or may not be required. For all such occurrences for which an indepth investigation is not required, a report will be filed and made available for review by the Union Safety Chairman or his designate.
- 8.03 Joint Safety and Health Committee  
The Company and Union agree to appoint a Joint Safety and Health Committee composed of not more than four (4) members appointed by the Union, who shall be selected from employees in each of the four (4) areas of work (Mine Operating, Processing, Maintenance and Warehouse) and not more than four (4) members appointed by the Company. For each member it appoints, the Union may utilize any other member from its Safety Committee in the absence of a regular member. The function of this Committee shall be to recommend solutions on problems relating to the promotion of safety, good housekeeping and health at the Company's operations. The Union and the Company will notify each other in writing of the identity of their Joint Safety and Health Committee Representatives.
- 8.04 The responsibilities of the Joint Committee shall be:
- (a) To make regular inspections of the plants and areas of work.
- (b) To review reports of accidents and incidents and to make recommendations for remedial or preventive action.

- (c) To meet regularly to take up such safety and health matters which may be brought before it by either the Union or the Company.
- (d) To review the Company's Safety Rules and make recommendations on amendments or additions.

8.05 The Company Safety Representative will act as Secretary of all Safety Committees and will provide minutes of meetings for Management, for all Committee Members, for those who attended the meeting, for the Union, and will have posted a copy of the minutes on the bulletin boards. At following meetings discussion of the minutes shall be first order of business.

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 Quarterly Safety Meetings

The President, Safety Chairman and Chief Shop Steward of the Local Union shall meet quarterly with the General Manager and Safety Representatives of the Company's operations to review the reports and recommendations of the Joint Safety and Health Committee and discuss other matters pertaining to safety, accident prevention and industrial hygiene. The Union and the Company shall exchange agendas of matters they propose to discuss at least one week prior to the meeting. These meetings shall be scheduled to take place in March, June, September and December.

For special needs related to safety, the Union Safety Chairman, the President of the Local Union or the Company may request a meeting of the parties. The parties agree that such a meeting when requested by either party will be held within twenty-four hours of the request, or at such time as may be mutually agreed to by the parties.

8.07 Procedure for Settling Safety Complaints and Disputes

It is the intent of the parties that no employee or employees shall be required to work under conditions which are unsafe or unusually hazardous beyond the normal hazard inherent in the operation or process in question. Where an employee is able to demonstrate on reasonable grounds that a condition of unusual hazard exists at his working place, he shall not be subject to discipline by reason of refusing to work at that place.

- (a) An employee shall immediately report unsafe equipment, practices or conditions to his supervisor, and his supervisor shall investigate the concern promptly, and take steps as deemed necessary to correct the situation.
- (b) If the employee is not satisfied with the decision of his supervisor, he may refer the matter to the Shift Foreman, who together with the Union Shift Safety Representative will discuss the matter with the supervisor and the employee concerned, and the Foreman shall decide on the steps to be taken to correct the situation.
- (c) If the employee is not satisfied with the decision, the Union Shift Safety Representative may immediately notify the Union Safety Chairman, or his designate, who, with the employee and the Union Shift Safety Representative may discuss the matter with the General Foreman, and if in their opinion it is desirable to discuss it with the Department Superintendent, who will decide on the steps to be taken to correct the situation.

The Union will notify the Company in writing of the Safety Chairman's designate in each of the appropriate departments (Plant, Maintenance and Mine Operations).

- (d) If the Union Safety Chairman is not satisfied with the answer of the Department Superintendent, the Safety Chairman, after consulting with the employee, may refer the matter to the Activity Manager and General Manager, and if he is still not satisfied with the answer he received, the Company and Union may jointly apply to the Mines Inspection Branch to obtain an interpretation on the applicable regulation(s) in the Mines Act and Health, Safety and Reclamation Code For Mines in British Columbia.
- (e) Upon making the appropriate arrangements with the section General Foreman or the Department Superintendent the Union Safety Chairman will have access to any area of the operations at any time. The Department Superintendent or his delegate will accompany the Union Safety Chairman.

#### 8.08 Crew Safety Meetings

The Company shall hold crew safety meetings on a monthly basis and shall be responsible for taking minutes at all safety meetings. A summary of the minutes together with a tentative schedule of the next crew safety meeting shall be posted at least one (1) week in advance on the appropriate bulletin boards.

#### 8.09 Safety Rules and Hazardous Materials

The Company will provide each employee with a copy of its Safety Rules, information on hazardous materials, and supply each employee, upon request, a copy of the Mines Act and Health, Safety and Reclamation Code For Mines in British Columbia.

- (a) The Company shall forward to the Union Safety Chairman the following information:
  - (i) A list of toxic and hazardous materials used in the various departments.
  - (ii) A monthly summary of injuries sustained on the job by employees and statistics pertaining thereto.
  - (iii) Records of first aid treatments received at work by employees.
- (b) The Company and the Union shall provide each other with copies of reports, correspondence, etc., to the Provincial Mines Inspector concerning safety-related dispute(s) or accident(s) and will also advise each other on other appropriate safety-related matters and provide any follow-up correspondence.

#### 8.10

- (a) The Company will familiarize the Union Safety Chairman, and upon request, other appropriate safety representatives, with the equipment and techniques of sampling and analysis for potentially toxic substances monitored by the Company. He/they will also be instructed in the techniques of monitoring for subsidence in the mine spoil.
- (b) It is recognized that there may be other areas where it would be mutually desirable for the Union Safety Chairman and Safety Representatives to be made familiar with other safety techniques in use at the property. Both parties agree to discuss such matters in a co-operative and reasonable manner.
- (c) Such familiarization will be done on Company time with no loss of pay when conducted during the employee's regular shift, or if such familiarization is on off shifts, only straight time rates would apply.

#### 8.11 Personal Protective Equipment

The Company shall continue to furnish protective equipment and other safety devices in accordance with the present policy subject to such improvements or changes as may be implemented from time to time.

The frequency of issue and replacement of personal protective equipment shall be determined by Company Policy in effect. Each department will familiarize all employees as to the personal protective equipment provided in their area.

The steel-toed safety footwear rebate shall be 65%.

The prescription safety glass lens rebate shall be 100%.

The Company will provide a clothing allowance of \$125/year to each employee. This allowance is to be paid annually on December 1 to each employee on the Company's rolls as appropriate.

#### 8.12 Medicals

Employees on 5 and 2 (Monday through Friday) steady day shift schedule shall be given paid leave to obtain re-medicals required by the Mines Act. Such leave shall start one hour prior to the examination appointment time but no earlier than two hours prior to the end of the shift. Transportation is the employee's responsibility.

8.13 If the Company does not accept a medical certificate produced by an employee and requires said employee to undergo an examination by a medical practitioner named by the Company, the Company will pay for the cost of this required examination and the employee shall not suffer a loss of pay for such examination.

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

#### 8.15 Emergency Rescue Teams

The Company shall maintain four (4) Emergency Rescue Teams, one per shift, comprised of approximately ten (10) members, from across the minesite. The Emergency Rescue Team shall be provided eight (8) hours training per month (unless mutually agreed otherwise by the Team and the Company) at applicable rates.

### **ARTICLE 9. HOURS OF WORK**

9.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation or payment of overtime which is covered solely by Article 10.

9.02 The normal work day for the purpose of this Article shall be eight (8) consecutive hours of work at the employee's designated working place in a twenty-four (24) hour period.

9.03 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.

9.04 The normal shifts will be day shift, commencing at 8:00 A.M.; afternoon shift, commencing at 4:00 P.M.; and graveyard shift commencing at midnight. The Company may, at its discretion, after consulting with the Union, establish work shifts at different hours for any operation, employee, or group of employees, because of emergencies, breakdowns, preparation work, or for reasons of efficiency of operation.

9.05 Schedules of work shall average forty (40) hours per week over any complete work cycle. Overtime rates shall be paid for work in excess of this average.

9.06 Lunch Break

Employees shall be provided with a paid lunch period of twenty (20) minutes. This period must be scheduled to be taken during the fourth - fifth hour, from shift start, on eight hour shifts.

This time frame may be varied by mutual agreement.

During such lunch period, the employee shall continue all necessary supervision of machinery and maintenance of service.

- 9.07 Employees working on multiple shift jobs must not leave their place of work at the end of the shift before their regular replacement or a qualified replacement as designated has reported for work, unless they have obtained permission from their supervisor to leave the job.
- 9.08 Employees working on multiple shift jobs will not be permitted to replace employees of the preceding shift more than fifteen (15) minutes before the start of their shift unless permission has been obtained from their supervisor which will not be unreasonably withheld.
- 9.09 At its discretion, the Company may from time to time initiate, maintain and discontinue to conduct all or any part of its operations on a continuous and/or semi-continuous basis, subject to the pertinent statutes and regulations of the Province of British Columbia. The Union hereby agrees to consider making joint application with the Company to the appropriate Government agency for approval of such schedules where such approval is required.

## **ARTICLE 10. OVERTIME RATES**

10.01 Overtime for work performed as outlined herein shall be paid at the following rates:

- (a) Work in excess of the normal hours of work as defined in Article 9, will receive payment at one and one half (1-1/2) times the equivalent hourly rate for each overtime hour worked.
- (b) Overtime which is in excess of six (6) hours overtime during an employee's work period shall be paid at two (2) times the equivalent hourly rate for each overtime hour worked and shall be on a voluntary basis, i.e. an employee shall not be obliged to perform such work unless he agrees to do so.
- (c) All overtime in a work period is subject to the following conditions:
- (i) where urgent or necessary relief work is essential to the continuance of the ordinary working of the mine, but only on an occasional basis and not, in any case, for a longer period than sixteen (16) hours in any twenty-four (24) hour period; or
  - (ii) where an emergency exists where life or property is in danger; or
  - (iii) where there is a necessity for a periodic change of shift.
- (d) Employees working overtime may elect, at the time the overtime is worked, to take time off with pay in lieu of overtime premium. When an employee elects to take time off with pay in lieu of overtime premium, he shall be paid for the overtime worked at his regular straight time hourly rate exclusive of any premium and shall bank an amount of time off which, at his regular straight time hourly rate, will be paid for by the overtime premium he would have been paid had he not elected to take time off. Banked time off is to be taken as arranged by mutual agreement between the Company and the employee.
- For any banked time not taken:
- (i) the Company will pay the employee the amount of the deferred premium at termination or on April 30th of the year following the year in which the overtime premium was banked;

- (ii) the employee may transfer all or some of the deferred premium, as a pre-tax contribution, to an RRSP on January 31st of each year, or
- (iii) with mutual agreement, an employee may arrange to take banked time off after April 30th, provided such arrangements are made and approved prior to April 30th.

10.02 The work period shall be defined as an employee's complete period of days starting with his first scheduled workday and concluding at the end of the first occurring rest days. Such rest days shall be deemed to continue until the commencement of the following scheduled work day as defined in marginal paragraph 9.03.

10.03 The Company will distribute as impartially as is practical the opportunity for overtime work among those employees capable of doing such work within their respective work groups. The Company will post within each work group a listing of employees in the work group showing the occasions when opportunity for overtime was made available.

The Union Chief Steward and area Steward may meet on request with the Superintendent and area General Foreman to discuss problems related to the distribution of overtime.

10.04 Overtime rates shall be paid for work in excess of eight (8) hours in any one day.

10.05 Overtime rates shall be paid for work performed by an employee on his regularly assigned days of rest.

10.06 Change of Work Schedule

Where the Company changes an employee's work schedule during a work period and the employee is required to work in excess of his normal work day of his previous schedule or on the rest days of his previous schedule, he shall be paid overtime rates for that time worked. The new schedule will become the employee's regular schedule at the conclusion of the rest days of his previous schedule.

10.07 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.

10.08 Call Out

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 of his scheduled work shift or four (4) hours pay at his base rate, whichever is the greater. The four (4) hour minimum does not apply, however, when the call out overtime continues into the employee's regular work or if the employee is called back to work before leaving the premises.

10.09 Eight (8) Hour Rest Period

An employee who is called out to work more than four (4) hours in advance of the beginning of his next regular shift, or who performs overtime work in a work day and which work does not result from a shift change, shall be entitled to an eight (8) hour rest period commencing at the time the actual overtime work assignment is completed. If his regular shift is scheduled to commence before the expiration of this 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 or elects to work on that part of his said regular shift which falls within the said rest period, he shall be paid the

applicable overtime rates. If the employee is not so directed or elects not to work he will remain at rest for the eight (8) hour rest period.

#### 10.10 Reporting Pay

- (a) When an employee reports on any assigned shift and is sent home because no work of any kind is available, or so that he may come to work at a later time, he shall be paid four (4) hours at his base rate plus shift premium and weekend premium if applicable for reporting. If he is assigned to work at a later time he shall be paid straight time for such work up to eight (8) hours.
- (b) The provision shall not apply when an employee has been absent from his regular work for more than one (1) work day and fails before reporting to work to notify his supervisor of his intention to return to work.
- (c) Any employee who works four (4) hours or more in a work day and is sent home so that he may come to work at a later time in that work day shall receive overtime rates for all work performed at such later time.

10.11 An employee who is employed on continuous operations and who is required to use transportation organized by the Company for transport to his designated working place from a dry, shall depart from the dry at the designated time and remain at work on his job assignment until the next scheduled shift relieves him.

Employees working the above schedule will be paid a premium of eighteen dollars (\$18) for each complete work day worked.

In the event that on occasion the relief to relief system requires longer than forty (40) minutes to effect, the Company shall pay applicable overtime rates of pay.

Overtime for this clause only shall be calculated as follows:

- (a) If the period is less than fifteen (15) minutes, a period less than five (5) minutes shall be deemed to be five (5) minutes, a period between five (5) minutes and ten (10) minutes shall be deemed to be ten (10) minutes, a period between ten (10) minutes and fifteen (15) minutes shall be deemed to be fifteen (15) minutes.
- (b) If the period is more than fifteen (15) minutes and less than thirty (30) minutes it shall be deemed to be thirty (30) minutes.
- (c) If the period is in excess of thirty (30) minutes it shall be the actual period of time.

10.12 No employee shall work more than sixteen (16) hours in any twenty-four (24) hour period. In the event of an emergency and an employee does work more than sixteen (16) consecutive hours he shall be entitled to a ten (10) hour rest period. If his regular shift is scheduled to commence before the expiration of the ten (10) hour 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 applicable overtime rates for all work performed on his said regular shift. If not so directed the employee will remain at rest for a ten (10) hour period.

- 10.13 An employee who is employed on continuous operations in the process plant shall depart from the dry at the designated time and remain at work on his job assignment until the next scheduled shift relieves him.

Employees working the above schedule will be paid a premium of \$8 for each complete workday worked.

## **ARTICLE 11. STATUTORY HOLIDAYS**

- 11.01 All work performed on New Year's Day, Good Friday, Victoria Day, Canada Day, first Monday in August (B.C. Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and on an employee's Floating Statutory Holiday (as hereinafter described) shall be compensated for at two and one-half (2 1/2) times the base rate. In addition to the named holidays, each employee shall be entitled to two (2) Floating Statutory Holidays during each calendar year that he is in the Company's employ, which shall be taken at a time which is suitable to both the Company and the employee. To qualify for a Floating Statutory Holiday, an employee must have had at least one hundred fifty (150) days continuous service with the Company immediately prior to the Holiday. In the event that an employee has applied for his Floating Statutory Holiday(s) prior to the end of a calendar year and no mutually suitable date has been established before the end of the year he shall receive a day's pay in lieu thereof. The provisions of marginal paragraph 11.02 following shall apply to an employee's Floating Statutory Holiday(s) in the same manner as to the other holidays named in this subsection.

Employees who work on a Statutory Holiday may elect to bank the statutory holiday premium. The banked premium pay shall be administered in the same manner as banked overtime under marginal paragraph 10.01(d).

- 11.02 To ensure an employee the opportunity to qualify for pay on all twelve (12) statutory holidays, an employee not working on such holidays (including the employee's Floating Statutory Holidays) shall receive pay subject to the following terms and conditions.
- 11.03 With the exception of the Floating Statutory Holidays, when a Statutory Holiday falls on a Sunday, the next day (Monday) shall be considered as the holiday. When a Statutory Holiday falls on a Saturday, the preceding day (Friday) shall be considered as the holiday.

Where July 1st falls on a Tuesday or Wednesday, the preceding Monday shall be considered as the holiday. Where it falls on a Thursday, the next day (Friday) shall be considered as the holiday.

For those employees on shifts other than 5&2, Statutory Holidays shall be observed on the day on which they fall, unless the parties mutually agree to substitute another day.

- 11.04 Subject to marginal paragraph 11.05 of this Agreement, to qualify for pay on a holiday, the employee shall work his last scheduled shift before the holiday and his first scheduled shift after the holiday.

An employee in receipt of benefits under the wage replacement plans of Weekly Indemnity and Workers Compensation Board shall be entitled to Statutory Holiday pay in accordance with the Weekly Indemnity or Workers Compensation Board benefit levels in effect.

An employee absent from work due to sickness during the waiting period referred to in marginal paragraph 22.03 shall be paid for any Statutory Holiday that occurs during that period on the basis of his regular base rate (exclusive of shift premiums, weekend premiums, overtime bonuses, holiday, or other premiums). If confirmation of the illness is requested by the Company, a medical certificate must be obtained by the employee.

11.05 An employee who is absent from work due to authorized leave of absence not exceeding fourteen (14) calendar days, shall be entitled to be paid for any Statutory Holiday which occurs during the period of such absence, provided the employee has worked the last shift on the schedule to which he is assigned immediately prior to the absence. Absence on either the qualifying day before a holiday or the qualifying day after a holiday or both for reasons of the employee's sickness, accident or bereavement leave shall not disqualify the employee for payment on the holiday. Sickness or accident shall be proven by a Doctor's certificate if required by the Company.

Absence on both qualifying days for any other reason shall disqualify the employee for payment for the holiday.

11.06 An employee who qualifies for pay on a holiday under this Article and who does not work on such holiday, shall receive eight (8) hours pay on the basis of his regular base rate (exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums) for the shift worked by him immediately prior to such holiday. An employee so qualifying shall not be entitled to such pay if he does not work on a holiday after being required by the Company to do so and such day is a work day on his schedule. If an employee so qualifying does work as required by the Company on a holiday, he shall receive no pay under marginal paragraph 11.02, unless he works only a part of his assigned shift thereon, when he shall be paid for the hours worked at two and one-half (2-1/2) times the base rate as provided in marginal paragraph 11.01, and for the remaining hours of the shift not worked he shall be paid at straight time.

11.07 When any such holiday falls during an employee's vacation with pay, taken under Articles 17 and 18, and he would have become entitled to pay for such holiday not worked had he not been on vacation, he shall be paid for such holiday. If any such holiday falls during an employee's vacation with pay, he may extend his vacation for one day if he arranges to do so with the Company prior to taking his vacation.

## **ARTICLE 12. WAGES**

### **12.01**

- (a) The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated May 1, 1981, (herein referred to as "the Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein. Notwithstanding the above, and subject to (b) below, it is agreed that for the term of this Collective Agreement, the provisions of the C.W.S. program and the Manual shall be suspended.
- (b) For the term of this Collective Agreement, it is agreed that in the event of a change in job content from that which existed at the time of negotiation of this Collective Agreement to the extent of one full job class or more, or the establishment of a new job, a classification for such job shall be determined by utilizing the process which applies to new or changed jobs in the Manual including the referee process. In the event that the parties cannot agree upon a classification for a new or changed job, the dispute shall be referred to arbitration.

12.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions in the Agreement.

12.03 Standard Hourly Wage Scale

The Standard Hourly Wage Scale set forth in Schedule "A" and any increases thereto, shall become effective on the dates specified in Schedule "A".

The rates for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provisions of this Agreement.

12.04 Effective on the dates specified in Schedule "A", all employees shall have their rates of pay adjusted as follows:

- (a) If the employee is not receiving an out-of-line differential prior to the dates specified in Schedule "A", the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job.
- (b) If the employee is receiving an out-of-line differential prior to the dates specified in Schedule "A", the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased and the following shall govern:
  - (i) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job in Schedule "A", the amount by which it is greater shall become such employee's new out-of-line differential and shall apply in accordance with the provisions of this Agreement.
  - (ii) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job in Schedule "A", the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job and the former out-of-line differential shall be terminated.
  - (iii) Employees who are fifty-five (55) years of age or over and have twenty (20) years of service on the date of any increase shall receive the full amount of the increase.

12.05 Except as otherwise provided by this Agreement, the established rate of pay for each job, other than a trade or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

12.06 Except as otherwise provided by this Agreement, the established rate of pay for a trade or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

12.07 Out-of-line Differentials

The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:

- (a) Name of incumbent to whom such "out-of-line differential" is to be paid.
- (b) Job title of job on which out-of-line differential is to be paid.
- (c) Job classification of such job.
- (d) Standard hourly rate of such job.
- (e) Amount of out-of-line differential.
- (f) Date such out-of-line differential became effective.

12.08 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in marginal paragraph 12.07 shall continue to be paid

such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

- 12.09 If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.
- 12.10 If, as a result of layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.
- 12.11 If such employee referred to in marginal paragraphs 12.09 and 12.10 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 12.12 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.
- 12.13 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- 12.14 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers and assignments shall apply.
- 12.15 Temporary Transfer or Assignment
  - (a) An employee who is temporarily transferred or assigned from his regular job shall be paid the standard hourly rate of the job to which he has been transferred or assigned, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred or assigned, but not as a result of a lay-off, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer or assignment.
  - (b) When the Company temporarily promotes an employee to a position of acting supervisor to fill a vacancy resulting from holidays, illnesses or short-term abnormal requirements, the employee shall continue to be covered by this Collective Agreement save and except for wage rates. The Company will determine the wage rate. An employee shall not remain in an acting supervisory position for a period exceeding one hundred (100) working days in the aggregate in the calendar year except by mutual agreement between the Union and the Company.

12.16 Trainee Rates

Trainee jobs requiring "Trainee" rates, shall be as set forth in Article 15 of this Agreement.

12.17 Incentives

Should the Company desire to install incentives to cover any jobs, the following shall govern:

- (a) The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives; and
- (b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

12.18 General

Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

12.19 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

12.20 Time Off For C.W.S. Committee

There shall be a committee known as the "C.W.S. Committee", consisting of three (3) employees appointed by the Union to represent the Union and three (3) persons appointed by the Company to represent the Company. Either party may change its representatives from time to time.

Meetings of the C.W.S. Committee shall be held as frequently as required at mutually agreeable times.

The Company agrees to grant time off from their regular work to the three (3) Union C.W.S. Committee members to perform their C.W.S. responsibilities. This time off shall be considered as time worked and the Union Committee members shall:

- (a) Accumulate any seniority to which they normally would be entitled.
- (b) Receive their regular rate of pay from the Company as based upon a normal work week, and
- (c) Return to their regular employment when their C.W.S. work is completed.

12.21 Interim Provisions

This Article sets forth the necessary provisions to enable the Company and the Union to carry out their agreement to describe and classify all jobs performed by employees and to eliminate any wage inequities which may exist. Until such time as the requirements of this Article are executed and made operative, the rates of pay set forth in Schedule "A" of this Agreement shall continue in effect and be applied to the respective employees in the manner provided. The Standard Hourly Wage Scale, as provided in Schedule "A", and all other Sections dealing with its application shall be made operative on and after a date to be mutually agreed upon between the Company and the Union after all job descriptions, classifications, and the assignment of employees into the various rate classifications have been agreed upon. The assignment of employees to the rate classifications shall be carried out under the same procedures as those for handling job descriptions and classifications. If the Company and the Union fail to reach agreement upon any job description(s), classification(s) or assignment of personnel through the procedure provided in Article IV of the Manual, such matter(s) shall be processed in accordance with Articles 6.02(c) (3) and 6.02(c) (4) of the Manual if necessary,

and resolution of such matter(s) shall be made before the Standard Hourly Wage Scale and all other sections dealing with its application shall be made operative.

12.22 Conversion to Standard Hourly Wage Scale Rates

The term "incumbent", as used herein, shall mean an employee regularly assigned to a job at the date the Standard Hourly Wage Scale is made operative.

12.23 Conversion from the existing rates specified in Schedule "A" to the rates established in the Standard Hourly Wage Scale shall be accomplished as follows:

- (a) For jobs where existing rates are lower than the appropriate standard hourly rates, the existing rates shall be cancelled and replaced by the appropriate higher standard hourly rates.
- (b) For jobs where existing rates are higher than the appropriate standard hourly rates, the existing rates shall be cancelled and replaced by the appropriate lower standard hourly rates. For each incumbent on such job, however, there shall be established an individual out-of-line differential as defined in the Manual.
- (c) Retroactive payments, where due, shall be calculated and paid to employees as soon as practicable after the Standard Hourly Wage Scale is made operative.

12.24 Company Orientation

After being accepted by the Company as a new employee such employee shall receive up to a maximum of four (4) hours pay for the time spent attending Company orientation programs including safety induction.

**ARTICLE 13. PREMIUMS**

13.01

- (a) For all regular scheduled hours worked on the afternoon shift or any part of an afternoon shift there shall be paid a premium rate of seventy cents (70¢) per hour.
- (b) For all regular scheduled hours worked on the graveyard shift or any part of a graveyard shift there shall be paid a premium rate of ninety cents (90¢) per hour.

13.02 A premium shall be paid for straight-time hours worked by employees on their regularly assigned shifts on Saturday and Sunday. The amount of the premium shall be one dollar and eighty-five cents (\$1.85) per hour for such work performed on Saturday, and one dollar and eighty-five cents (\$1.85) per hour for such work performed on Sunday. The premium will not be paid for hours worked at overtime or statutory holiday rates. In accordance with existing practice, work performed during the period commencing at 8:00 A.M. on a Saturday and ending at 8:00 A.M. on a Sunday shall be deemed to be Saturday work; work performed during the period commencing at 8:00 A.M. on a Sunday and ending at 8:00 A.M. on a Monday shall be deemed to be Sunday work.

13.03 On Call

An employee required to standby for a possible call into work shall be paid a premium of eighteen dollars (\$18.00) for each shift on call. If called out to work, pay will be in accordance with marginal paragraphs 10.08 and 10.09.

13.04 On call shall be voluntary except as provided for in the following:

- (a) where urgent work may be necessary to the continuance of the operation;
- (b) where no qualified employees are regularly scheduled to work;

- (c) where an employee normally scheduled to be on shift to cover a given skill is absent with no qualified replacement available.

13.05 Emergency Rescue Team Premiums

Active, regularly practicing members of the Emergency Rescue Teams shall be paid the sum of fifty-five dollars (\$55.00) per month, and the Shift Emergency Rescue Team Captains shall be paid the sum of sixty dollars (\$60.00) per month. The time spent in practice by such members shall be considered as time worked.

13.06 Lead Hand

Under the direction of a supervisor, a lead hand acts as a leader of a group or groups of employees working on similar or related work. He assigns work to the men as directed by the supervisor and works along with and/or co-ordinates work among them. The lead hand functions as a work leader and not as a supervisor. He is responsible for the correct completion of work but not for disciplinary action or other personnel matters which are the responsibility of the supervisor to whom the lead hand reports.

- 13.07 An employee when designated as a lead hand shall be paid the rate equivalent to two Job Classes above his standard rate, except in the case where he is acting as lead hand over employees in a classification higher than his, in which case he shall be paid the rate equivalent to two Job Classes above the highest rate of the employees being led.

13.08 Trainer Classification

It is the normal function of an employee to train new employees on his job. This function will be included in the employee's Job Description and evaluation. If an employee is required to perform a training function which is not a normal part of his job, he shall be paid the rate equivalent to two (2) Job Classes above his standard rate for the time spent on the training assignment.

**ARTICLE 14. SENIORITY**

- 14.01 For the purposes of this Agreement there shall be two (2) types of seniority: Company seniority and Bargaining Unit seniority. Whenever the word "seniority" is used in this Article without qualification it shall mean the total of an employee's Company seniority.

- (a) Company seniority shall be established on the basis of the employee's service with the Company (whether broken or continuous) according to the records of the Personnel function. Company seniority shall continue to accumulate so long as the employee remains on the Company's rolls.
- (b) For the purpose of promotions, temporary or emergency layoff/shutdown, displacements and vacation scheduling, Bargaining Unit seniority shall apply, which is defined as the employee's service in the bargaining unit at the Company's Fording River Operations, whether broken or continuous, according to the records of the Company's Personnel function.

14.02 Probationary Period

Notwithstanding anything in this Agreement, an employee shall be on probation for a period of sixty (60) days from the date of last hiring by the Company, provided, however, that such person has worked forty-five (45) shifts or three hundred sixty (360) working hours (if he has not worked forty-five (45) shifts or three hundred sixty (360) working hours the probation period shall be extended until he has completed forty-five (45) shifts or three hundred sixty (360) working hours). The parties recognize that probationary employees are, during the probation period, employed on a trial basis and are subject to dismissal for a lesser cause.

Union activity shall not be considered as a reason for discharge under this Section. This clause shall not apply to an employee who is rehired within ninety (90) days of severance.

- 14.03 An employee shall not be deemed to have any Company seniority or Bargaining Unit seniority until he has been employed for thirty (30) days after he was last hired by the Company. The provisions of this section are subject to marginal paragraph 14.02 of this Article.
- 14.04 A person originally hired by the Company to exercise a special trade or skill, or to participate in a special assignment of work, may be discharged when his employment at such special trade, skill, or assignment comes to an end, notwithstanding anything in this Agreement to the contrary. The Company shall notify the Union of such employees and their status.
- 14.05 Notwithstanding anything in this Agreement contained, the Company shall have the right from time to time to select persons who are to be given special experience or training in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than with the Company, to a number not to exceed twenty (20) employees, and to promote, demote, engage, retain or dispense with their services, and direct their efforts from time to time, free from any limitations provided for in this Article; provided, however, that no such person shall be assigned to take over the job occupied at the time by an employee outranking such person for promotion purposes, if such assignment would result in the demotion of such employee.
- 14.06 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 and students shall not be entitled to floating statutory holidays and in the case of permanent or indefinite reduction in workforce 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 for the purpose of qualifying for floating statutory holidays and with respect to the probationary period. In all other respects, service on the student roll shall be the same as service by other employees, subject to Letter of Understanding No. 14.
- 14.07 The Company shall have the right to:
- (a) transfer any person in its employ at the operation who has served in a classification of employee as defined in Article 3, to a job classification within the definition, commensurate with his ability and efficiency, whether or not a vacancy exists provided such a transfer does not result in the displacement or layoff of any current job incumbent, or
  - (b) transfer any person in its employ at the operation who has served in a classification of employee as defined in Article 3, to a job classification within the definition commensurate with his Bargaining Unit seniority, ability and efficiency, where such a transfer will result in the displacement or layoff of a current job incumbent.

His Company seniority shall continue to accumulate during the period he is on the Company's roll but Bargaining Unit seniority will not accumulate unless in the classification of employee as defined.

14.08 The Company will keep a record showing the date upon which each employee's service commenced and terminated. Any employee may request information relative to his own Company and Bargaining Unit seniority. The President or Secretary of the Union will be supplied monthly with the necessary information relative to Company and Bargaining Unit seniority and base rate of any employee or group of employees. In the case of equal seniority, seniority rank shall be determined by the earliest date of hire at Fording River Operations, or, in the event these are equal, in order of the earliest employee number. The Company must provide for a posting of seniority lists every month and must provide a copy to the Union. The listings will be numbered in order of Bargaining Unit seniority and will include, name, employee number, Company seniority, Bargaining Unit seniority, and last date entered service. The seniority will be shown in years, months, days, projected to a future date indicated with the title.

14.09 The Company is not required to consider Company or Bargaining Unit seniority in the case of non-permanent transfers or promotions not in excess of forty-five (45) days, nor in the case of non-permanent demotions, not in excess of seven (7) days but all such periods of time may be extended by mutual agreement between the Company and the Union. It is understood that this clause applies in cases of promotions, transfers, and demotions which are purely temporary in nature, such as those due to vacations, sick leave, training, and other reasons where such promotions, transfers and demotions are beyond the practical application of marginal paragraph 14.15. Notwithstanding anything in this Article, an employee occupying a job on a temporary basis shall, when his occupancy of the temporary job ends, return to his previous job or equivalent. An employee occupying a job on a temporary basis will not be disqualified from either the job posting or job progression procedures as a result of said temporary placement.

14.10 Permanent or Indefinite Layoff

(1) Layoff

In the event of a permanent or indefinite layoff, the employee(s) affected shall be laid off in the inverse order of their Company seniority, provided that the employees being retained in any job classification have the skills and ability to perform the normal requirements of the job.

Skills and ability as referred to in Article 14 shall include the following:

- (a) the employee's work experience at the Operation;
- (b) the employee's skills;
- (c) the employee's ability to perform the work;
- (d) the employee's aptitude for the job;
- (e) the employee's physical fitness; and
- (f) the employee's work record.

The determination of skills and ability shall be made by the Company in a fair and equitable manner.

The question of whether or not the Company made such determination in a fair and equitable manner shall be subject to the Grievance Procedure.

(2) The Company agrees that, so far as is practicable, no new employees shall be hired at the Operation until those laid off have been rehired except in the case of the employees covered by Marginal Paragraph 14.04 of this Article.

(3) Bumping

Employees affected by a layoff may exercise the option to bump into those jobs described below, provided they have the skills and ability to perform the normal requirements of the job. An employee affected by a layoff shall have one (1) opportunity to elect to:

- (a) Claim a job which he has previously held at Fording River Operations, provided he has the skills and ability to perform the normal requirements of the job and provided he does not bump a more senior employee from the job being claimed.
- (b) An employee who is unable to use his Company Seniority to claim a job under (a) above, or elects not to, may then use his Company seniority, skills and ability to claim one of the jobs from the following list, provided he does not bump a more senior employee from the job being claimed.

**Shops Maintenance**

Boom Truck Operator  
Mine Services

**Boom Truck Operator**

Pumpman

Employees claiming jobs from this list shall be paid the trainee rate of pay until such time as the trainee period is completed, after which the regular rate of pay will apply.

- (c) An employee who is unable to use his Company seniority to claim a job under (a) or (b) above, or elects not to, may then use his Company seniority, skills and ability to claim one of the jobs from the following list, provided he does not bump a more senior employee from the job being claimed:

**Mine Production**

Pit Utility

**Processing**

Labourer

**Shops Maintenance**

Steam Bay Attendant  
Steam Cleaner Truck Operator  
Labourer  
Dryman  
Janitor/ess

- (4) An employee may not claim a job on a layoff where the employee has been previously removed from that job either by the Company or voluntarily for work performance or for continuing health reasons.
- (5) Employees who have exercised their bumping rights in accordance with Paragraph (3) above, will be given a period of up to ninety-six (96) hours or more, as deemed necessary by the Company:

For jobs in the (a) category - retraining and familiarization

For jobs in the (b) category - training

For jobs in the (c) category - training and orientation

during which time the employee must be able to perform the normal requirements of the job.

- (6) A senior employee who claims a job under category (a) in paragraph (3) above but is unable to perform the normal requirements of the job during the retraining and familiarization period, shall be removed from the job, in which case the employee will then have one (1) opportunity to claim a job in category (c) in paragraph (3) above.

Where the Company is able to establish that the employee is unable to perform the required work during the training and orientation period for the job being claimed in category (c), that employee shall be laid off.

- (7) An employee who has claimed a job in category (b) in paragraph (3) above but is unable to perform the normal requirements of the job during the training period, shall be removed from that job. The employee will then have one (1) opportunity to claim a job in category (c) in paragraph (3) above. Where the Company is able to establish that the employee is unable to perform the required work during the training and orientation period for the job being claimed in category (c), that employee shall be laid off.
- 14.11 In the event of a permanent or indefinite layoff, the Union Local President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Shop Stewards and Safety Representatives shall be the last employees to be laid off, provided they have completed their probationary period and can perform the normal requirements of the job. This clause shall apply only to those union officers listed above who are registered with the Union as holding such office at the time the layoff announcement is made.
- 14.12 Recall
- (a) Laid off employees, and employees who have been removed from their former jobs to retain employment through bumping will be placed on a single recall list with their names and former jobs entered. Employees on recall will be recalled to jobs or reinstated to their former jobs as closely as possible in the inverse order of layoff and will be recalled in accordance with the criteria established in Article 14.10(1). Employees must return to their former jobs except by mutual agreement with the Company and the Union.
- (b) It is the responsibility of a laid off employee to notify the Company of any change in his postal address. Laid off employees who have complied with the foregoing procedure shall be notified by the Company, either personally or by registered mail at their last known address, of the date on which they are to report for work, and should an employee fail to report within ten (10) days of being notified personally, or within ten (10) days of receipt of the written notice at the employee's last known address, he shall lose his right of re-employment and shall be struck off the recall and seniority lists. Non-probationary permanent employees who are laid off shall retain the right of recall for two (2) years from the date of layoff.
- 14.13 An employee affected by the layoff may exercise the right to elect a direct layoff but shall only retain recall rights from the specific job from which he elected to be laid off. Such employees will not be entitled to recall to any other job and shall remain on the recall list for a two (2) year period. Employees electing this option may, within their recall period, elect to be placed on the general recall list, in which case the employee will be recalled to a job within the Company as vacancies occur in accordance with his Company seniority and the criteria established in Article 14.10(1).
- 14.14 Employees who, at the time of layoff, are receiving rate protection as a result of having been previously displaced from their regular jobs, shall lose their rate protection and exercise their seniority rights as if they had been returned to their former job prior to the original displacement.
- 14.15 In all cases of transfer, or promotion, or demotion, a senior employee shall have preference provided that he has relatively equal qualifications and aptitudes required for the job. Determination of knowledge, efficiency, ability to perform the work, and physical fitness, shall be made by the Company in a fair and equitable manner. The question of whether or not the Company made such determinations in a fair and equitable manner shall be subject to the Grievance Procedure.

14.16 If an employee accepts a promotion to a permanent position outside the unit represented by the Union, such person may return to his former position in the Unit provided the return takes place within ninety-one (91) days of the promotion.

14.17 Temporary or Emergency Layoff/Shutdown

- (a) In the event that the operation or part of the operation is shut down for a temporary period of time not exceeding forty (40) calendar days, employees will be laid off in the inverse order of their Bargaining Unit seniority within their department on their shift in their work area, provided they can satisfactorily perform the required work without training or retraining.

Employees who have their vacation scheduled by the Company during this period will not be considered as having been laid off for the period of vacation taken.

With the agreement of the parties, this procedure may be used for temporary or emergency shutdowns which exceed forty (40) calendar days in duration.

- (b) Employees who are temporarily laid off will be recalled as closely as possible in the inverse order in which they were laid off and continue to accrue seniority and shall retain all benefits including statutory holidays during the time of the temporary layoff.
- (c) An employee who works during a temporary layoff/shutdown shall be paid the established rate of pay for the job he performs.

14.18 Displacement

Where the Company decides to reduce the number of employees required in a part of the operation, and the employees being displaced are to be employed in another part of the operation, such that no employee will be laid off, the following procedure will apply:

- (1) The employees who are to be displaced from their job classification shall be determined in the inverse order of Bargaining Unit seniority, provided that the senior employees being retained can satisfactorily perform the required work.
- (2) The Company will, after consultation with the employee and the Union, either:
- (a) transfer the employee to another job classification at the operation with the consent of the employee; or
- (b) allow the employee to:
- (i) bump a less senior employee in a job for which he can perform the normal requirements of the job; or
- (ii) bump a less senior employee in the following job classifications:

**Mine Production**

**Processing**

Pit Utility  
Pumpman  
Boom Truck Operator

Labourer

**Maintenance**

Boom Truck Operator  
Steam Bay Attendant  
Steam Cleaner Truck Operator  
Labourer  
Dryman

## Janitor

Employees claiming jobs from this list shall be paid the trainee rate of pay until such time as the trainee period is completed, after which the regular rate of pay will apply.

- (3) Displaced employees who have exercised their bumping rights in accordance with paragraph (2) (b) above, will be given a period of up to ninety-six (96) hours or more, as deemed necessary by the Company:
  - (a) for jobs in (2) (b) (i) - retraining and familiarization; and
  - (b) for jobs in (2) (b) (ii) - training and orientation, during which time the employee must be able to perform the normal requirements of the job.
- (4) Where an employee is transferred, in accordance with (2) (a) above, the following rules shall apply:
  - (a) An employee will be transferred to a job commensurate with his Bargaining Unit seniority, skills and ability to perform the normal requirements of the job, provided no employee who is in the job or advancement sequence is displaced from his job classification.
  - (b) The employee will have his rate of pay frozen at the rate he was receiving in his former job at the time of displacement and shall receive no increases in pay until such time as the rate of pay of his new job meets or exceeds the rate of pay he was receiving in his former job.
  - (c) Rate protection will cease should an employee successfully bid to a job with a lower rate of pay except where by so bidding the employee will achieve through normal advancement (s) a wage rate which is higher than the rate he would otherwise have achieved through normal advancement (s) had he not bid on the vacancy and the new job shall become the employee's job classification.
  - (d) Employees transferred by the Company to other job classifications within the Operation will be given the first opportunity in writing to return to the job from which they were displaced in order of their Bargaining Unit seniority, as vacancies arise. Employees who refuse the first opportunity to return to the job from which they were displaced will lose their rate protection and will be so notified in writing.
  - (e) Employees who have been displaced from their apprenticeships will be given the first opportunity to resume their former apprenticeships as apprenticeship opportunities occur, subject to the provisions and approvals of the appropriate Government agency.
- (5) Where the displaced employee bumps a less senior employee, the following procedure will apply:
  - (a) the employee shall receive no rate protection; and
  - (b) Section (4) (a) shall apply to those employees who are unable to claim a job.
- (6) An employee may not claim a job on a displacement where the employee has been previously removed from that job either by the Company or voluntarily for work performance or for continuing health reasons.

## **ARTICLE 15. JOB POSTING AND ADVANCEMENT**

15.01 The Fording River Operations Job Posting and Advancement Sequence will be maintained in accordance with the Employee Pay System as described herein.

15.02 Methods of employee advancement are described as follows:

- (a) **BID**
- Open to all employees except as limited by departmental or interdepartmental restrictions (s).
- OR
- Limited to employees within a specific advancement sequence and having required qualifications ( s ).

The provisions of marginal paragraph 14.15 shall apply in the above. A job vacancy must exist.

- (b) **NORMAL ADVANCEMENT**
- Based on time within a normal advancement sequence (s) and the employee successfully passing required tests.
- OR
- Based on a job vacancy existing with employees advancing from within the specific advancement sequence ( s ).

The provisions of marginal paragraph 14.15 shall apply.

15.03 Job Posting Procedure

- (a) **Permanent Vacancy**
- (i) Job classifications which the Company seeks to fill through the bid procedure will be posted for a period of seven (7) calendar days, during which time bids will be accepted by Personnel. If an applicant is selected, he will be advised within five (5) calendar days from the date of closing of the posting and will be re-assigned to the new job within thirty (30) calendar days of his selection.
  - (ii) Selection from those employees applying on job postings will be made by the Company in accordance with marginal paragraph 14.15. The Company does not have to consider applications by employees who have refused a job posting within the previous three (3) months. If accepted for a job an employee shall be paid the rate for the job for which he has been accepted.
  - (iii) An employee leaving for his vacation period or an authorized leave of up to thirty (30) days may submit a job bid to Personnel for a job posting which he anticipates will occur during his absence. This bid will be valid until the end of his vacation or leave period.
  - (iv) When an employee bids to a job group and has previously gone through portions of the advancement sequence of that job, he will return to the entry level of that job. If the employee demonstrates that he meets the job requirements after the normal induction period, he will receive the rate and time credit for that job that he had previously acquired. If not, he shall advance through the sequence relative to his ability.
  - (v) If as a result of the Company awarding a bid position a dispute arises, no employee shall occupy that position on a permanent basis until the dispute is settled. Such a dispute shall be decided through the arbitration process.

(b) Temporary Vacancy

- (i) Temporary vacancy shall be defined as a permanent job temporarily vacated for any reason or a vacancy in a job created by the Company for a specific purpose(s).
- (ii) All temporary vacancies which may continue in excess of forty-five (45) days and which the Company requires to be filled shall be posted. Selection will be in accordance with Article 14.15.
- (iii) The successful applicant for a temporary vacancy, upon termination of that job, shall return to his previous job.
- (iv) Employees will not be awarded a temporary job on a permanent basis without the Company first posting for the permanent job.
- (v) Temporary job postings resulting from a permanent job temporarily vacated for any reason will not exceed three hundred sixty-five (365) days.

Temporary job postings resulting from jobs created by the Company for a specific purpose(s) will not exceed one hundred eighty (180) days.

The above times may be extended with mutual agreement between the Union and the Company.

- (vi) The Company will not consider the skills and ability acquired in a temporary job posting as criteria when selecting applicants for permanent job postings.
- (vii) Vacancies resulting from short-term illness or accident will not be considered temporary vacancies until the Company has received medical verification that the employee will be unable to return to work for more than forty-five (45) days.
- (viii) Upon selection the successful employee will be paid the regular rate of the job he performs.
- (ix) Employees occupying temporary vacancies will not be permitted to bid on any other temporary vacancies for the duration of the temporary job. Employees occupying temporary vacancies will be permitted to bid on permanent job vacancies as if they were occupying their permanent job.
- (x) The temporary job posting procedure shall only be used to fill the initial temporary vacancy. Consequential vacancies arising from the application of the temporary job posting procedure will be entirely a matter for the Company's discretion.
- (xi) Articles 15.01, 15.02, 15.03, 15.05, 15.06 and 15.13 shall apply to temporary job postings under this Article.

15.04 An employee will be given an opportunity to complete a training period within one (1) calendar month following the scheduled date that he should have completed such training.

The Company shall notify the union giving reason, in writing, if an employee has not completed a training period within the above time frame.

15.05 Interdepartmental Jobs

With respect to interdepartmental jobs the following sets out the requirements for eligibility and the list of classifications:

Eligibility for applicant for interdepartmental job:

- (a) He must have been on the Company's rolls at the operation for a period of six (6) months from date of last hire.
- (b) He has not accepted an interdepartmental classification which has been posted within the previous one year. If the employee refuses the posting the second most eligible applicant on that posting will be awarded the position.
- (c) The job classification he holds must be at a level equal to or higher than the classification for which he applies. If he has one (1) year of seniority or more he may bid on any entry job classification.

List of Entry Classifications:

- (a) Mine Production
 

Haulage Driver Trainee	10
Rotary Driller Trainee	12
Blaster Trainee	10
Pumpman Trainee	8
Tireman I	9
- (b) Processing
 

Oiler 1	6
Bucker Trainee	7
Process Op. 1	9
- (c) Maintenance
 

Serviceman Electrical 1	9
Serviceman 1, H.E./L.E.	9
Service Operator 1	9

Selection from those applying will be made by the Company in accordance with marginal paragraph 14.15.

#### 15.06 Within Department Jobs

With respect to job postings within a department, the following sets out the list of classifications:

- (a) Mine Production
 

Boom Truck Operator Trainee	8
Pumpman Trainee	8
Tireman I	9
Dragline Oiler Trainee	9
Blaster Trainee	10
Haulage Driver Trainee	10
Rotary Driller Trainee	12
Bucket Maintenance	14
Monitorman	14
Equipment Operator Trainee	14
Loader Operator Trainee	15
Senior Haulage Driver	16
Shovel Operator Trainee 1	16
Dragline Trainee 1	20
- (b) Processing
 

Oiler 1	6
Bucker Trainee	7

	Process Operator 1	9
	Control Room Operator	21
(c)	Maintenance	
	Steam Bay Attendant	6
	Boom Truck Operator Trainee	8
	Serviceman Electrical 1	9
	Serviceman 1, H.E./L.E.	9
	Service Operator 1	9
	Steam Cleaner/Truck Operator	10
	Link Belt Operator	18

Selection from those applying will be made by the Company in accordance with marginal paragraph 14.15.

15.07

- (a) Employees desiring transfers to other departments into a job that is not posted, i.e. Labourer, Pit Utility, Dryman, Janitor/ess are required to complete a Job Transfer Request. This form may be obtained from the employee's supervisor and will be forwarded to and retained by Personnel for a period of up to one year. Each Job Transfer Request will be considered as related job vacancies occur.
- (b) An employee who is transferred at the Company's request shall retain the rate of his previous job unless the transfer is a promotion.

15.08

- (a) Employees desiring a change in shift or work group assignment shall make the same known to his supervisor by filling out duplicate transfer request forms. As vacancies occur, such changes in shift or work group assignments shall be awarded on the basis of seniority, skills and ability, provided that it does not interfere with the efficiency of the Operation. Where a shift change occurs under this Article 15.08(a), the employee may, with the mutual agreement of the Company, work during his normal rest days at straight time rates for the purpose of maintaining his regular earnings that would have been lost as a result of the shift change.
- (b) Where the Company initiates changes in shift or work group assignments, consideration shall be given to seniority, provided the needs of the Operation are met.
- (c) An employee who is assigned to another job for which he is qualified shall receive the rate for the job he is performing or retain his current rate, whichever is greater, and where the assignment results in a shift change for the employee, the Company will schedule sufficient overtime for the employee to avoid any loss of earnings that would result from a shift change if applicable, and notwithstanding the provisions of Article 10.03. This paragraph, 15.08(c), does not apply to job changes under 15.08(a) or the job posting provisions of this agreement.

- 15.09 An employee who has an equipment assignment preference shall make the same known to his supervisor. The Company shall endeavour to accommodate such requests on the basis of Bargaining Unit seniority, subject to the necessities of the operations and training requirements. At a minimum, the Company will review and accommodate equipment preference requests in January, May and September. This clause will not apply if regularly assigned equipment is not available.

15.10

- (a) During the period an employee is participating in a job training sequence, the rate of pay shall not exceed the level of training he has successfully completed, or the job rate of the job classification which he held immediately prior to commencement of said training sequence where such job classification was a requirement the employee must have completed before entering the new training sequence, whichever is greater.
- (b) An employee participating in a job training sequence shall not be promoted to a higher classification even though such opening exists until he has successfully completed the prior job training sequence in accordance with the Company's requirements.
- (c) At the completion of the job training sequence, if no opening exists in the category for which he has completed the training, or if such opening is awarded to another qualified employee, the said employee shall, at his option:
  - (i) remain in the last trainee period (where such opportunity exists) and maintain his current rate of pay until an opening exists in the classification for which he has trained, OR
  - (ii) bid to another job according to the provisions of this article.
- (d) Notwithstanding (a), (b) and (c) above, an employee who has his job training sequence interrupted by the Company shall be allowed to bid for, but not fill except in accordance with (ii) below, an opening for which that job training sequence is a pre-requisite, provided such bid occurs after the date the training would have been completed had the training not been interrupted.

After the employee has returned and successfully completed the training sequence, he shall:

- (i) receive the full rate of the job for which he has completed the job training retroactive to the time the training would have been completed had it not been interrupted by the Company;
- (ii) provided his bid was successful for an opening upon which he has been permitted to bid before completion of his pre-requisite job training in accordance with this Article, fill the opening and receive the full rate of the job retroactive to the date on which he was selected for the posting.

15.11 The normal practice is to start new employees in the entry level jobs, however, when there are not sufficient employees with skills suitable for job vacancies, skilled people may be hired from outside the Company to fill specific jobs, after consultation with the Union.

15.12 Employees without prior heavy equipment experience who are awarded job postings in Mine Operating at the interdepartmental job entry level of haulage driver trainee will be required to work on pit utility duties for a period of up to thirty (30) working days to become familiar with mine operations. This time will be dependent on the employee's adjustment to the mining environment, conditions and regulations.

During this period, the employee shall be paid at the standard rate for the haulage driver trainee job for which he has been accepted.

15.13 Job Advancement

Advancement is accomplished through a series of trainee periods to enable an employee to become proficient in higher level jobs. Upon completion of the trainee period, the qualified employee will advance in accordance with the provisions of this Article.

In addition to eligible employees there are also those eligible through departmental or interdepartmental posting if applicable.

**Mine Production Job Advancement:**

<u>Job Title</u>	<u>Job Grp</u>	<u>Trainee Periods</u>	<u>Eligible Employees</u>
Tireman I	9	1-520 hr.	Pit Utility
Tireman II	11	1-520 hr.	Tireman I
Tireman III	13	1-520 hr.	Tireman II
Tireman	15		Tireman III
Dragline Oiler Tr.	9	2-520 hr.	Pit Utility
Dragline Oiler 12			Dragline Oiler Tr.
Haulage Dr. Tr.	10	1-520 hr.	Pit Utility
Haulage Dr.	14		Haulage Dr. Tr.
Bucket Maintenance	14		Pit Utility
Monitorman	14		Pit Utility
Sr. Driver	16		Haulage Dr.
Rotary Dr. Tr. I	12	1-520 hr.	Pit Utility
Rotary Dr. Tr. II	14	1-520 hr.	Rotary Dr. Tr. I
Rotary Dr.	16		Rotary Dr. Tr. II
Equip. Op. Tr.	14	1-520 hr.	Haulage Dr.
Equip. Op.	15		Equip. Op. Tr.
Sr. Equip. Op.	17		Equip. Op.
Loader Op. Tr.	15	2-520 hr.	Equip. Op.
Loader Op.	16		Loader Op. Tr.
Sr. Loader Op.	17		Loader Op.
Shovel Op. Tr. I	16	2-520 hr.	Loader Op.
Shovel Op. Tr. II	17	1-520 hr.	Shovel Op. Tr. I (Prob II)
Shovel Op.	18		Shovel Op. Tr. II
Dragline Op. Tr. I	20	3-520 hr.	Shovel Op.
Dragline Op. Tr. II	21	1-520 hr.	Drag. Op. Tr. I (Prob. III)
Dragline Op.	22		Drag. Op. Tr. II
Pumpman Trainee	8	1-520 hr.	Labourer
Pumpman	10		Pumpman Tr.
Boom Truck Op. Tr.	8	1-520 hr.	Pit Utility
Boom Truck Op.	10		Boom Trk. Op. Tr.
Blaster Tr. I	10	1-1040 hr.	Pit Utility
Blaster Tr. II	12		Until qualified Blaster Tr. I
Blaster	14		Blaster Tr. II

NOTE: Dragline Oiler responsibilities include relief operation of the Dragline.

**Maintenance Job Advancement:**

<u>Job Title</u>	<u>Job Grp</u>	<u>Trainee Periods</u>	<u>Eligible Employees</u>
Steam Bay Att.	6		Labourer
Serviceman Elec. I	9	1-520 hr.	Labourer
Serviceman Elec. II	11	1-520 hr.	Srvmn. Elec. I
Serviceman Elec.	13		Srvmn. Elec. II
Serviceman I, HE/LE	9	1-520 hr.	Labourer

Serviceman II, HE/LE	11	1-520 hr.	Srvmn. I, HE/LE
Serviceman, HE/LE	13		Srvmn. II, HE/LE
Steam Cleaner Tr. Op.	10		Labourer
Boom Truck Op. Tr.	8	1-520 hr.	Labourer
Boom Truck Op.	10		Boom Trk. Op. Tr.
Service Op. I	9	1-520 hr.	Labourer
Service Op. II	11	1-520 hr.	Service Op. I
Service Op. III	13	1-1040 hr.	Service Op. II
Service Op. IV	15	1-1040 hr.	Service Op. III
Sr. Serv. Op.	17	1-1040 hr.	Service Op. IV
Link Belt Op.	18		Sr. Serv. Op.

**Process Plant Job Advancement:**

<u>Job Title</u>	<u>Job Grp</u>	<u>Trainee Periods</u>	<u>Eligible Employees</u>
Process Op. I	9	1-1040 hr.	Labourer
Process Op. II	11	1-1040 hr.	Process Op. I
Process Op. III	13	1-1040 hr.	Process Op. II
Process Op. IV	16	1-1040 hr.	Process Op. III
Sr. Process Op.	18		Process Op. IV
Control Room Op.	21		Sr. Process Op.

To gain credit for a level the operator is required to spend six (6) months operating one of the prescribed plant areas listed below:

- |                      |                       |
|----------------------|-----------------------|
| (1) Breaker Stacker  | (4) Flotation Filters |
| (2) Mobile Equipment | (5) Dryer             |
| (3) Washing Circuit  | (6) Loadout           |

NOTE: Control Room Operator

Normal placement is from Senior Operator. The employee is normally required to complete four (4) of the six (6) plant areas of training, however, to qualify for a Control Room Operator's position the employee must have spent the six (6) month training period in each of the following three (3) areas:

- (1) Washing Circuit
- (2) Flotation Filters
- (3) Dryers

**Process Maintenance Job Advancement:**

<u>Job Title</u>	<u>Job Grp</u>	<u>Trainee Periods</u>	<u>Eligible Employees</u>
Oiler I	6	1-520 hr.	Labourer
Oiler II	8	1-520 hr.	Oiler I
Oiler	10		Oiler II

**Process Lab Job Advancement:**

<u>Job Title</u>	<u>Job Grp</u>	<u>Trainee Periods</u>	<u>Eligible Employees</u>
Bucker Tr.	7		Labourer
Bucker	9	1-1040 hr.	Bucker Tr.

Analyst Tr.	11	1-1560 hr.	Bucker
Sr. Analyst	15		Analyst Tr.

## **ARTICLE 16. TRAINING AND APPRENTICESHIPS**

16.01 The Company and the Union recognize the importance of assisting employees to improve their knowledge and skills so that each employee may realize advancement in responsibility and pay.

To further this goal the Company and the Union shall establish a Joint Education and Development Committee. The Committee shall consist of four trades/operator members appointed by the Union and four members appointed by the Company. The Union members shall be one employee from Mine Production, one employee from Maintenance, and one employee from Processing with a fourth employee being from the property at large. The Company will also appoint one member from each of the areas of Mine Production, Maintenance and Processing and one member from the property at large.

16.02 The responsibilities of the Joint Committee will be to:

- (a) Review and make recommendations pertaining to training procedures and guidelines used in job training and advancement programs.
- (b) Review and make recommendations regarding oral, written and practical examination procedures and contents.
- (c) Meet at least every two months to discuss problem areas including matters related to job posting provisions of the Collective Agreement.

For time spent attending scheduled meetings of the Joint Education and Development Committee, employees will receive their normal straight-time base rate plus premiums as provided for in marginal paragraphs 13.01 and 13.02 if applicable. Under no condition shall overtime rates be paid.

The Joint Committee may request a special meeting with the Local Union President and/or the General Manager, Fording River Operations to discuss problems which may arise.

16.03 To assist employees to improve their job skills the Company will pay the employee the regular rate of pay, if such training is on the employee's days of rest and the training is at the Company's request, for the first six hours of such training. Remaining training hours occurring within the same rest period will be paid at one and one half times the equivalent hourly rate for each hour worked.

16.04 Apprenticeship Training

Matters pertaining to the training of indentured apprentices, the evaluation of apprentice performance and other matters regulated by the Apprenticeship and Tradesmen's Qualifications Act shall not be subject to the grievance procedure.

16.05 In order to resolve problems and questions arising during the course of apprenticeship training, the apprentices may form a committee consisting of two apprentices with a journeyman designated by the Union to assist them. Such a committee will draw to the attention of Employee Relations the problems and questions arising in the trades.

16.06 For an apprentice absent from the job due to attendance at the provincial apprenticeship school, the Company will pay the apprentice his regular pay less the allowance paid from government sources. Should an apprentice fail to pass school term examinations and is permitted to repeat the same, the Company shall not be required to pay the apprentice as provided herein while he is repeating his school term.

Apprentices who successfully complete training at the provincial apprenticeship school will receive, upon return to work, a bonus of fifty dollars (\$50.00) per week for each week spent attending that school.

16.07 Tool, Text Rebates

Tools, text books and trade manuals pertaining to the trade and judged to be necessary by the Company, will be classified as necessary tools for the purpose of rebates. All rebates shall be subject to the approval of the Superintendent or his designate.

The trade tools, texts and manuals rebate will be 60% of the actual cost.

**ARTICLE 17. VACATIONS WITH PAY**

17.01 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 a vacation with pay as designated in marginal paragraph 17.03, as follows:

- (a) If hired between January 1st and June 30th inclusive of the previous year, two (2) weeks vacation with pay.
- (b) If hired between July 1st and December 31st inclusive of the previous year, one (1) week vacation with pay.

17.02

Complete Yrs./ Service As Of The First Day In <u>January Of Any Yr.</u>	Days Of Vacation With Pay <u>Entitlement</u>	<u>Plateau</u> <u>Yrs.</u>
1	12	
2	15	3 weeks
3	15	
4	16	
5	17	
6	18	
7	19	
8	20	4 weeks
9	20	
10	21	
11	21	
12	22	
13	22	
14	23	
15	23	
16	24	
17	24	
18	25	5 weeks
19	25	
20	26	
21	26	
22	27	
23	27	
24	28	
25	28	
26	29	



Although the pay entitlement shall be calculated as outlined above, the time entitlement shall be rounded off to the nearest full day.

17.07 Unpaid Leave

An employee shall be entitled to Unpaid Leave of Absence as the last portion of his annual vacation for the purpose of rounding-out his work period (as defined in marginal paragraph 10.02) subject to the following conditions:

- (a) An employee who is employed on the 7&3 continuous operations schedule shall be entitled to a maximum of two days unpaid Leave of Absence to be taken as the last portion of each vacation week (as defined in marginal paragraph 17.03).
- (b) Employees on any work schedule shall be entitled to unpaid Leave of Absence as the last portion of their final vacation.

NOTE: This entitlement shall only apply if the employee has scheduled such entitlement with his annual vacation in accordance with the provisions of marginal paragraph 17.05.

Where an employee has not scheduled this entitlement in accordance with marginal paragraph

17.05 and wishes to at a later time, the employee shall make such request to his immediate supervisor before the start of such vacation period. Approval in such cases shall be subject to the efficiency of the operations.

17.08 An employee who is unable to take his annual vacation before December 31st because of sickness, accident or long term disability may elect to:

- (1) take vacation pay in lieu of receiving insurance payments for the period of such vacation.
- (2) postpone such vacation provided that such vacation can be rescheduled in accordance with marginal paragraph 17.05 within the succeeding twelve (12) month period.
- (3) take a payout of vacation pay after returning to work.

**ARTICLE 18. SPECIAL VACATION**

18.01 Effective January 1, 1979, employees who did not previously qualify for Special Vacation, with five (5) years or more of service will be entitled to a Special Vacation of three (3) weeks in addition to their normal vacation entitlement to be taken within the five (5) year period ending December 31, 1983. During each subsequent five (5) year qualifying period these employees shall become eligible for a further three (3) weeks of Special Vacation.

Employees who completed their five (5) years of service after January 1, 1979, shall be eligible for this program during the five (5) year period commencing with the January 1st following the year in which they complete five (5) years service and during each subsequent five (5) year qualifying period they shall become eligible for a further three (3) weeks of Special Vacation.

Employees who had attained fifteen (15) years service prior to January 1, 1978, will continue to earn a Special Vacation of three (3) weeks in each five (5) year qualifying period commencing with the January 1st of the year in which they first qualified for Special Vacation.

18.02 Special Vacations shall be governed by the following conditions:

- (a) They shall be taken at times which are suitable to both the Company and the employee and must be taken within the designated five (5) year period. In the event the 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 will receive a one (1) year extension from the date of cancellation in which to reschedule the Special Vacation.
- (b) The allocation of regular vacations shall have priority over the allocation of Special Vacations.
- (c) In determining the length of a Special Vacation, a week shall mean a work week and shall include any holidays falling within the period provided that if a statutory holiday as defined herein falls within the period and the employee concerned would have become entitled to pay for such holiday not worked if he had not been on Special Vacation, he shall be paid for such holiday (see marginal paragraph 11.07).
- (d) Special Vacation pay shall be computed on the basis of forty (40) hours remuneration per week based on the employee's regular base rate, or the base rate on which the employee worked the majority of the time during the calendar month immediately preceding the Special Vacation.
- (e) Any employee who retires to pension during a five (5) year qualifying period shall be entitled to payment equivalent to a full three (3) weeks of Special Vacation pay provided he has worked a minimum of fifty percent (50%) of the available time or sixty (60) days, whichever is the lesser, during the qualifying period.
- (f) If an employee leaves the service of the Company or his employment is terminated during any five-year qualifying period, he shall be paid a sum proportionate to the service he has completed in the qualifying period; should his employment be terminated by his death, such sum shall be paid to his estate.
- (g) Absence by an employee during a five (5) year qualifying period due to sickness or accident up to a total of twelve (12) months shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of twelve (12) months shall result in a pro rata reduction in Special Vacation pay. Time spent on vacation for which the employee is paid under Article 17 shall be considered as time worked for the purpose of this subsection, but absences for any other reasons during a qualifying period shall result in a pro rata reduction in Special Vacation pay. The time allowed for Special Vacations shall not be reduced.

**ARTICLE 19. BEREAVEMENT LEAVE**

19.01 On request by an employee, Bereavement Leave with pay for scheduled time lost shall be granted in the event of death in the employee's immediate family in accordance with the following conditions:

- (a) One shift, due to the death, and up to an additional three (3) consecutive shifts to attend the funeral of a spouse, child, father, mother, brother or sister.
- OR
- (b) Up to three (3) consecutive shifts to attend the funeral of a mother-in-law, father-in-law or grandparent.

The definition of dependent spouse will be a person of the opposite sex who has lived with the employee for two (2) or more years where there is a bar to their marriage or at least one (1) year where there is no such bar and the employee and that person have publicly declared themselves as man and wife and have so advised the Company in writing.

## **ARTICLE 20. JURY DUTY/WITNESS PAY**

20.01 A regular full-time employee who is required to report for jury duty in family court, county court, provincial court, supreme court or coroner's court or who is subpoenaed by the crown to appear as a witness (not a defendant or complainant) at any proceedings in the aforementioned courts on a work day on which he would normally have worked, will be reimbursed by the Company for the difference between his regular base rate of pay and the jury duty pay or witness pay received for that day. Reimbursement shall not be for hours in excess of eight hours per day or forty hours per week. The employee will be required to furnish a certificate of service signed by the Clerk of the Court to the Company before payment is made.

Time paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and statutory holidays but will not be counted as hours worked in a work day for the purpose of computing overtime.

## **ARTICLE 21. PREGNANCY AND PARENTAL LEAVE**

21.01 Entitlement to pregnancy and parental leave shall be in accordance with Part 6 of the Employment Standards Act.

21.02 The period of such leave shall be considered as Company service for seniority and pension purposes and vacation entitlement (but not vacation pay) only.

21.03 The Company will continue to provide medical, extended health, dental and optical plan and group insurance benefits during the period of leave and the Company shall continue to make payment to these plans in the same manner as if the employee were not absent.

21.04 An employee shall be eligible to receive sickness and accident benefits for the portion of her pregnancy leave during which she is disabled from working her own occupation due to the medical consequences of pregnancy as verified by a medical practitioner. The sickness and accident benefit shall be administered by the commercial insurer and paid as a top-up to Employment Insurance benefits to a combined maximum level of five hundred and thirty dollars (\$530) per week.

21.05 On the employee's return to work, the Company shall reinstate the employee to the employee's previous position, or should the previous position be redundant, provide the employee with Article 14.10 or Article 14.18 rights, as applicable.

## **ARTICLE 22. BENEFITS**

22.01 The following subsidies with respect to the medical, sickness, accident, group insurance plans, dental plan and optical plan shall be provided during the term of this Agreement.

### **22.02 Medical Plans**

The Company shall pay the entire premium cost per employee per month, if any, for both married and single employees under the British Columbia Medical Services Plan and the Extended Health Benefit Plan with MSA as licensed carrier. As part of the eligible expenses under the Extended Health Benefit Plan with MSA, employees will receive 100% reimbursement of the cost of prescription drugs as defined in the MSA group insurance contract up to the first \$1,000 of drug expenses and 100% thereafter after each employee has satisfied an annual deductible of \$25 of medical expenses under the Extended Health Plan of MSA.

The Company will provide "out-of-Province" medical coverage under the existing medical plan. Premium costs for this coverage will be paid by the Company.

### 22.03 Sickness and Accident

The Sickness and Accident Benefit Plan as carried by a commercial insurer and as registered under the Employment Insurance Act will provide benefits to those employees disabled on or after September 29, 2001, to a maximum level of five hundred and thirty dollars (\$530) per week on a 1-4-52 basis. Registration of the Plan will be maintained throughout the life of this Agreement.

Employees shall be responsible for paying for the premiums associated with this Plan. The Company shall deduct the premiums from the employee's pay each month and remit them to the insurance carrier. The Company will pay to the employee each month, an amount equal to the amount of the premium payable by the employee to this Plan.

Benefits shall be paid under the Plan for non-compensable accidents only.

In accordance with the Employment Insurance Act Regulations concerning wage loss replacement plans, it is agreed that the level of benefits of the Plan will be adjusted upwards as required to ensure that the Plan provides a level of benefits equal to 66 $\frac{2}{3}$ % of an employee's insurable earnings as defined under the said Act or Regulations.

To ensure that employees receive sickness and accident insurance benefits and workers compensation benefits with a minimum of delay, the Company will advance, upon request of the employee, an amount equal to the amount of sickness and accident insurance benefit payable for each benefit entitlement period. Payment of the advance will be made during the week of the request provided that:

- (a) the employee will complete the necessary documents to support the claims;
- (b) the employee agrees to reimburse the Company for any monies so advanced. The employee agrees to sign a promissory note(s) and an authority to deduct any monies owed to the Company from his wages;
- (c) two weeks have elapsed since the date the employee filed his contemplated application for benefits;
- (d) in any event, the Company will not advance money in excess of the vacation pay entitlement due to the employee, where the facts related to the claim are in dispute as to whether the employee actually suffered an injury or illness.

### 22.04 Long Term Disability

The Company will arrange a Long Term Disability Plan (Plan) to provide benefits to those employees disabled on, or after September 29, 2001, who are unable to work due to illness or accident as defined by the insurance carrier. The benefit will be \$1,500 per month.

Employees shall be responsible for paying the premiums associated with this Plan. The Company shall deduct the premiums from the employee's pay each month and remit them to the insurance carrier. The company will pay to the employee each month, an amount equal to the amount of the premium payable by the employee for this Plan.

Employees disabled prior to June 21, 1996, who continue onto long term disability and employees currently on long term disability at June 21, 1996, will receive or continue to receive long term disability benefits according to the long term disability plan in effect prior to June 21, 1996.

For either plan, benefit payments will commence 52 weeks after the date of disability and will continue as long as the claimant qualifies under the plan but not beyond age 65.

Any disability payments that come from Government plans in respect of such disability will be deductible from benefits payable under either plan.

During the first 52 weeks of disability and the subsequent 24 months of disability, the claimant must not be able to work at his own occupation in order to qualify for disability payments. Thereafter, the claimant must be unable to work at any reasonable job for which he is suited through education, training or experience.

#### 22.05 Group Life Insurance Basic Coverage

The group insurance plan will be carried by a commercial insurer. From the date of hire through to age sixty-five (65) an employee will have insurance coverage equal to his previous year's base annual income from employment with Elk Valley Coal Corporation to be known as his "basic insurance". Basic coverage shall be one and one-half times (1.5 x) his previous year's annual income from employment with Elk Valley Coal Corporation. In the event the employee retires before the age of sixty-five (65), his insurance coverage shall remain constant from the time he retires until he reaches the age of sixty-five (65). When the employee reaches the age of sixty-five (65) his insurance coverage will be reduced to two thousand and five hundred dollars (\$2,500). The coverage will be further reduced by an amount of three hundred dollars (\$300) per year to one thousand dollars (\$1,000) at age seventy (70), which amount will remain constant. The entire cost of the premiums for the aforementioned insurance shall be paid by the Company. Revisions to the coverage will be made annually following totalling of annual earnings, including monies earned by the employee while on Union business at the equivalent rate of pay the employee would have received had he been at work. The amounts of coverage will remain constant for a twelve (12) month period following such revisions. A basic Job Group 1 income rate will be assumed for new employees.

#### Optional Coverage

Within thirty (30) days of date of hire, an employee may purchase additional insurance equal in amount to one, two, or three times his previous year's annual income as outlined under Basic Coverage; spousal coverage may be purchased in an amount equal to 50% of the employee's optional coverage; and dependent child coverage may be purchased in an amount of \$10,000 per child as specified by the insurance carrier. These Optional Life Insurance Coverages will be effective on the first day of the month following the date of hire and will be based on smoker and non-smoker rates. 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. This option shall not be available after retirement.

#### 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 carrier will be required. To change his coverage, an employee must contact the Personnel Department of the Company and arrange to complete the appropriate application card.

22.06 Dental Plan

The Dental Plan provides for payment of 100% of the basic services commonly referred to as Plan "A"; 80% of services commonly referred to as Plan "B" and 50% of services commonly referred to as Plan "C" to a lifetime maximum of two thousand dollars (\$2,000) per family member.

22.07 Optical Plan

The Company shall maintain a Vision Care Plan paid by the Company. The Plan will provide employees and their dependents with 100% reimbursement of the cost of frames and/or prescription lenses after the employee has satisfied an annual deductible of \$25 of medical expenses under the Extended Health Plan of MSA. The maximum payable is \$150 per calendar year for employees and each of their dependents.

Where no benefit claim is made in a year, benefit will be increased to \$300 for the next year only. Benefit may be applied to laser eye surgery.

22.08 Premium Rebates

The employee's portion of the reduced premiums resulting from registration of the Sickness and Accident Benefit Plans under the Employment Insurance Act will continue to be directed toward employee benefit plans.

**ARTICLE 23. PENSION PLAN**

23.01 The Elk Valley Coal Corporation and United Steelworkers Local 7884 Pension Plan

Agreement, as amended and restated effective May 1, 1996, shall be deemed to form part of this Agreement. For administrative purposes, the Plan is printed in a separate booklet.

23.02 The Company shall improve the Fording-Union Pension Plan to provide all future pensioners with:

- (a) A past service benefit monthly amount equal to: May 1, 2006 - \$57.25; May 1, 2007 - \$59.25; May 1, 2008 - \$60.75; May 1, 2009 - \$62.25; May 1, 2010 - \$63.75; multiplied by years of past service.
- (b) A future service benefit monthly amount equal to: May 1, 2006 - \$57.25; May 1, 2007 - \$59.25; May 1, 2008 - \$60.75; May 1, 2009 - \$62.25; May 1, 2010 - \$63.75; multiplied by years of future service.
- (c) An early retirement benefit to provide a monthly amount equal to: \$21.00 multiplied by years of credited service.

Note: Upon a participant's death, the participant's surviving spouse shall during the spouse's lifetime, receive  $66 \frac{2}{3}$  of the participant's pension benefit.

Note: Unreduced early retirement will only be available to employees with a minimum of age fifty-five (55) and a minimum of 30 years service and whose combination of age and service equals eighty-eight (88) or more.

23.03 Indexing

Adjustments will begin 3 years after an employee retires. The adjustments will be made each year in January. The amount of the actual adjustment will be based on  $\frac{3}{4}$  of the change in CPI (Canada – All Items) up to a maximum of 3%, the adjustment will apply to the first \$1500 of the monthly pension, following age 65 the adjustment will apply to the first \$1800 of the monthly pension.

## **ARTICLE 24. ON LOAN**

24.01 In the interest of making the most flexible use of the skills available within the Company it is desirable from time to time to loan employees between various operations of the Company on a temporary basis. The following conditions will apply to employees on loan where the employee is required to live away from his normal place of residence.

- (a) All loan assignments shall be voluntary.
- (b) The rate of pay of an employee on loan will be the greater of his regular rate of pay or the rate provided for the job in the Collective Agreement in effect at the receiving operation. If there is no Collective Agreement in effect at the receiving operation the employee will be paid no less than his regular rate of pay.
- (c) 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.
- (d) Accommodation and board will be selected by and provided at Company expense. Employees will be advised of accommodation and board prior to assignment.
- (e) Transportation will be supplied by the Company. If an employee elects to use his personal car for transportation, he will be reimbursed at the rate per kilometre which prevails in the Company regulations at the time the assignment is carried out. Such reimbursement will be made for the initial trip and the trip home at the conclusion of the loan assignment.
- (f) 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.
- (g) 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.
- (h) A day off with pay shall be granted for each regular work week on loan, and such accumulated leave may be taken before returning to work after conclusion of a loan assignment. If the leave is not taken at the end of the loan assignment, it shall be taken at the convenience of the operations.
- (i) An allowance of fifty dollars (\$50.00) per week will be paid to employees on loan for each week on loan. Loan assignments of less than one (1) week will be prorated.
- (j) The Company will advise the Union in writing of employees accepting loan assignments.

## **ARTICLE 25. CONTRACTING OUT**

25.01

- (a) The Company recognizes the Union's concern over the Company employing contractors to work as part of regular maintenance and regular operating crews normally composed of employees engaged in routine maintenance and routine production work at its operations. The Company will, therefore, attempt to eliminate the employment of contractors working as part of regular maintenance and regular operating crews, having due regard to the needs of efficiency of operations, the time available to do the work, and to the availability of equipment, skills, manpower and services.

(b) Under certain circumstances the Company finds it necessary to employ independent contractors to perform certain work at the operations. On those occasions where the employees of the contractor are required to perform routine maintenance and routine production work, and work directly with EVCC employees as an integral part of the normal maintenance and normal operating crews, the Company agrees that such EVCC employees who work directly with the contractor's employees will be afforded the first opportunity for overtime on that particular job assignment ahead of the contractor's employees. In addition, where overtime is required on a normal maintenance or normal production job which is being performed by contractor's employees only and such work can be performed by EVCC employees without reducing the efficiency of the job, then such overtime will be first offered to EVCC employees who normally do this work.

25.02 The Company agrees that it will not contract out work at the operations which work is normally performed by employees if, as a direct result, an employee will be laid off or demoted, and such employee is qualified to perform the work.

25.03 The Company will review with the Union every month the number of contractors employed at the operations and the nature of their work.

25.04 It is understood that if work that is considered normal bargaining unit work at Fording River Operations is done by contractors or other persons who are not employees of the Company, the Company will ensure that the intent of the Safety and Health and Contracting Out Articles of this Agreement are applied by such contractors or other persons. Construction work performed by contractors or other persons who are not employees of the Company shall not be affected by this Agreement.

The Company shall ensure that such contractors and other persons are made aware and conform to the normal operating and safety procedures of Fording River Operations and the Mines Act and participate as necessary in pertinent portions of the Company's safety induction program.

## **ARTICLE 26. TRADE DESCRIPTIONS AND PROCEDURES FOR SETTLING DISPUTES**

### 26.01 Intent

The Company and the Union agree to establish a procedure to ensure that disagreements over which trades should perform trades work will be settled in an equitable manner without stoppage of work. This procedure will recognize that some trades work is common to more than one trade.

### 26.02 Descriptions

To assist in settling disagreements the Company and the Union agree that the following trades descriptions developed by the Trades Committee shall apply to the Company's operation: Carpenter, Heavy Duty Mechanic, Industrial Electrician, Industrial Instrument Mechanic, Lineman, Machinist, Millwright, Painter, Steamfitter-Pipefitter, Steel Fabricator, Welder, Automotive Mechanic, Sheetmetal (Tinsmith), Certified Industrial Warehouseman and Auto Body Repairman.

Where work is recognized by the description as being specific to a trade (or trades) then it shall be performed by members of that trade (or trades).

Any description which is subsequently developed or modified shall be in the following form: purpose of the trade; shop and field skills of the trade; specific tasks of the trade for the purpose of safety and efficiency; tasks in common with other trades.

It is agreed that:

- (a) Trades descriptions are intended to outline the major aspects of a trade and are not intended to be a complete listing of duties and responsibilities.
- (b) Skills and tasks will be added and deleted as the trades change, new materials become available and new or revised methods are developed.
- (c) All tradesmen will not be expected to perform all the tasks listed until the opportunity for appropriate training has been provided.

Subsequently developed or modified trades descriptions which are agreed to by the trades committee will be submitted to the Company and the Union respectively for approval. Any such description on which the committee is unable to agree shall be submitted to arbitration under the grievance procedure.

Those involved in settling disagreements will be guided by the descriptions of the trades in question. Specific tasks will have preference over common tasks in resolving differences.

#### 26.03 Trades Committee

A committee will be appointed consisting of two (2) employees representing the U.S.W. Local 7884 Union, and two (2) representatives of the Company. One man from the Union's appointees and one man from the Company appointees will be designated co-chairmen. The committee will have the following duties:

- (a) To prepare or be responsible for preparing trade descriptions.
- (b) To amend descriptions, to correct omissions and matters related to advancing technology, new materials, and new or revised methods.
- (c) To recommend solutions to disagreements referred to in marginal paragraph 26.04 (c) below.

The Company will reimburse employees who may lose time from their normal work as a result of acting as Union representatives on the committee at straight time rates to a maximum of eight (8) hours in a day. This paragraph will also apply to time spent off the property to attend meetings called by the Company and do committee work as authorized by the Company Co-Chairman. Requests for off property trades work will not be unreasonably withheld.

#### 26.04 Disagreements

Disagreements arising under this procedure will be settled in the following manner:

- (a) The tradesman(men) involved, with or without a Shop Steward, will attempt to solve the disagreement with his immediate supervisor.
- (b) Failing satisfactory settlement within four (4) hours after the disagreement has been brought to the attention of the immediate supervisor, the disagreement will be submitted to the senior trades supervisor(s) at the operation.
- (c) Failing satisfactory settlement within twenty-four (24)\* hours by the senior trades supervisor(s), the disagreement will be submitted immediately to the trades committee.
- (d) Failing satisfactory settlement within forty-eight (48)\* hours by the trades committee, the disagreement will be submitted to the arbitration procedure. The parties agree that the decision handed down under this procedure will be binding on both parties.

- (e) While the disagreement is being resolved the Company will assign the work to employees, and the work will be performed by those employees to whom it is assigned.

\* Time limits exclude weekends and statutory holidays.

#### 26.05 Special Circumstances

Qualified employees and technicians associated with development work may perform trades tasks while building, developing, and/or testing prototypes or other equipment. When the equipment is turned over to operations the maintenance and repair of the equipment will be performed by the appropriate trade(s).

### **ARTICLE 27. TECHNOLOGICAL CHANGE**

#### 27.01 Purpose

The parties acknowledge that the long term interests of both the Company and the employees are best served if the Company maintains and, if possible, improves its competitive position. In order to do this, the Company may make technological changes. However, both parties also recognize the importance of lessening the effects of technological change as much as reasonably possible on the security and earnings of employees, particularly those more senior in service, who may be displaced as a result of technological change.

#### 27.02 Definition

For the purpose of this Article, "Technological Change" means the automation, modification, or replacement of machinery or equipment, or the mechanization or automation of duties which causes the displacement and/or layoff of an employee(s).

#### 27.03 Prior Notice

The Company shall provide to the Union, in writing, ninety (90) days notice, or more if reasonable to do so, of the implementation of any technological change.

#### 27.04 Company-Union Meetings

On request by either party, the Employee Relations Department and Union President, or his designate, will meet for the purpose of discussing the effects of any technological change. Further meetings will be held, as far in advance as practical of the time the technological change is to take place, for the purpose of implementing the specific application of this Article. At all meetings, meaningful discussions shall be held to resolve issues arising from the effects or implementation of technological change.

#### 27.05 Displacement/Lay Off

- (a) If technological change causes displacement, the affected employee(s) shall be covered as outlined by Article 14.18.
- (b) If technological change causes lay off, the affected employee(s) shall be covered by Article 14.10, or, at the option of the employee, Article 27.06.

#### 27.06 Severance Benefit

In preference to being laid off as a result of technological change, an employee(s) who has at least one (1) year of continuous service at Fording River Operations, may request in writing to accept the following severance pay and to terminate his employment with the Company. In this case the employee(s) shall have no recall rights under this Agreement. Severance pay will be provided based on the following:

- (a) two (2) weeks' pay at his normal base rate of pay,

- (b) plus one (1) weeks' pay at his normal base rate of pay for each complete year of service at Fording River Operations, to a maximum of eight (8) weeks' pay at his normal base rate of pay.
- (c) For the purpose of severance pay, one (1) week shall be defined as forty (40) working hours.

## **ARTICLE 28. HUMANITY FUND**

28.01 Effective September 1, 1989, the Company agrees to deduct on a bi-weekly basis the amount of one (1) cent per hour from the wages of all employees in the bargaining unit for all hours worked during the month and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, and the amount of such payment.

28.02 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the local union of that employee's written statement of his desire to discontinue such deductions from his pay.

## **ARTICLE 29. LETTERS OF UNDERSTANDING**

29.01 The following Letters of Understanding are in effect during the course of the 2001-2006 Collective Agreement.

### Subject Index

1. Section B.3 of the Memorandum of Agreement 4 Days On, 4 Days Off, 12 Hour Shift Schedule
2. Counselling Interviews
3. Use of Contractors and Dobie Dues
4. Coding of Time Spent on Union Business
5. Rate Protection, Senior Loader Operator
6. Crew Safety Meetings
7. C.W.S. Agreement
8. Grouping of Statutory Holidays
9. Article 10.11: Application of the Hot Change in the Mine Operations Department
10. Work Scheduling During Shutdowns
11. Casual Employees
12. Labour Management Committee
13. Training Opportunities Within the Same Job Classification - Mine Production Department
14. Students

**LETTER OF UNDERSTANDING - No. 1**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Section B.3 of the Memorandum of Agreement 4 Days On, 4 Days Off, 12 Hour Shift  
Schedule

Effective June 21, 1996, the Company and the Union agree to the following provision to replace section B.3 for the term of the Collective Agreement:

“The twelve (12) hour shift schedule has an average of forty-two (42) hours per week over the eight (8) week work cycle. An employee working the 12-hour shift schedule is entitled to two (2) hours per week (calculated as 42 hours minus 40 hours) at 1-1/2 times the employee’s regular wage rate for each of the eight (8) weeks of the work cycle, except where the employee does not work thirty-six (36) or forty-eight (48) hours (as applicable) in a week, or is on vacation pursuant to Section G. No employee shall be disqualified for the above overtime for Code A or Code B union activity pursuant to Letter of Understanding #4 (Coding of Time Spent of Union Business).

The above overtime will not be counted in calculating overtime pay pursuant to section C.”

**LETTER OF UNDERSTANDING - No. 2**  
BETWEEN  
ELK VALLEY COAL CORPORATION

AND

THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Counselling Interviews

The Company uses a counselling procedure regarding improvements or lapses in employee work performance and recognition of meritorious work performance. Generally, the supervisor involved prepares a Counselling Interview Report (C.I.R.) after such counselling sessions. A counselling session is a matter between the supervisor and the individual employee.

One purpose of counselling is to identify and correct lapses in work performance so that formal disciplinary action will not be necessary. Without such a procedure, it is likely that there would be far more discipline given out for what could be easily correctable work performance situations. In all cases where a C.I.R. is prepared for filing, the employee will be advised and given the opportunity to read, discuss, and sign (as acknowledgement of having read) the C.I.R. with his supervisor. Each employee will be given a copy of the Counselling Interview Report if requested. The counselling procedure is a positive step in establishing and maintaining good relationships between employees and supervision.

The parties agree to meet to discuss any concerns re: the application of this procedure.

**LETTER OF UNDERSTANDING - No. 3**

BETWEEN

ELK VALLEY COAL CORPORATION

AND

THE UNITED STEELWORKERS

LOCAL 7884

SUBJECT: Use of Contractors and Dobie Dues

The Union recognizes the Company's right to employ contractors to perform routine maintenance and routine production work at its operations.

The Company recognizes the Union's right to represent employees normally engaged in routine maintenance and routine production work at its operations and its concern over the use of contractors.

The Company will, therefore, agree to pay dues to the Union on behalf of contractors engaged in routine maintenance and routine production work. The dues shall be \$640 per month. The Company shall pay these dues monthly.

This Agreement shall remain in force during the term of the current Collective Agreement.

**LETTER OF UNDERSTANDING - No. 4**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

**SUBJECT:** Coding of Time Spent on Union Business

The following represents the coding procedure for the various Union-related activities during the term of the Collective Agreement.

**CODE A:** Time Spent by Employees Delegated by the Union for the Purpose of On-Property Union Activity (Paid for as per Marginal Paragraph 6.03 (b))

1. Time spent by employees delegated by the Union for the purpose of investigating and settling disputes.
2. Accident investigations by members of the Union Safety Committee and accident investigation meetings that do not result from a fatality.
3. Routine joint safety meetings and tours.
4. Time spent by employees delegated by the Union to investigate safety complaints.
5. Safety Chairman tours of the minesite as provided for in marginal paragraph 8.07(e).
6. Time spent by Union Safety Chairman while engaged in the referee process.

**CODE B:** Time for Activities Initiated or Authorized and Paid for by the Company

1. Steward attendance (representation) at discipline meetings.
2. Joint Education and Development Committee activity.
3. Trades Committee activities.
4. Wage Committee activities.
5. Joint committee work as provided for in Letters of Understanding.
6. Quarterly Safety Meetings with the General Manager.
7. Joint accident investigation meetings resulting from a fatality and involving a Company designated Safety Officer and management representatives.
8. Familiarization of Safety Officials with techniques for identifying toxic substances.
9. Special meetings between Union Officials and the Company as arranged by the Union President.
10. Time spent by grievors in the Grievance Procedure.
11. Time spent by the designated Union representative at monthly meetings concerning the use of contractors.
12. Time spent by a designated Union representative to attend general meetings initiated or authorized by the Company outside the areas identified in Parts A and C.

**NOTE:** An employee who is at work on a premium shift, if called away from his work to perform a Union function as described under Code B, shall not lose wages.

**CODE C:** Leave for Union Business as per Marginal Paragraphs 6.01, 6.02, 6.03 and 7.03 Step 4 (Paid for by the Union)

1. All matters related to grievance and safety concerns conducted by the Union outside the areas identified in Parts A and B, above.
2. All activities related to grievance handling beyond Step 3 (i.e. Arbitration).
3. Leave to hold International Union office.
4. Leave to hold local Union office.
5. Leave for labour conventions, seminars, arbitrations, grievance matters, or local Union matters.

In order to facilitate accurate reporting of time spent under Part A, B and C, an employee shall complete a Union Activity Report Form with his supervisor upon notifying his supervisor (and

receiving approval) of his intent to attend Union Business and upon his return to work at the completion of such business. Completed forms shall be forwarded to the Union.

**LETTER OF UNDERSTANDING - No. 5**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Rate Protection, Senior Loader Operator

The parties agree that where a Senior Loader Operator chooses to participate in the Shovel Operator Advancement Training, he will be provided with rate protection in accordance with Marginal Paragraph 15.10 (c)(i).

**LETTER OF UNDERSTANDING - No. 6**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Crew Safety Meetings

The Company commits that Mine Operations crew safety meetings will be conducted in the Mine Dry Meeting Room and that Mine Maintenance crew safety meetings will be conducted in the Maintenance conference room.

**LETTER OF UNDERSTANDING - No. 7**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: "C.W.S. Agreement"

- 1) The parties agree that the following job classes are established: Instrument Mechanic Job Class 22; all other trades Job Class 21, except Certified Industrial Warehouseman which is established at Job Class 18, effective 17 March, 1986; Monitorman and Bucket Maintenance at Job Class 14, effective 29 September, 2001.
- 2) The above job classes are recognized as negotiated and are not part of the CWS Program.

**LETTER OF UNDERSTANDING - No. 8**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Grouping of Statutory Holidays

The parties agree on a trial and mutual consent basis to allow pooling of statutory holidays for certain groups of shift workers.

Hours worked on statutory holidays in such cases would be at straight time rates and the normal statutory holiday pay would apply to the exchange days taken off.

The benefit to employees would be to allow longer duration consecutive days off for example in the Christmas period. The benefit to the Company would be a reduced number of starts/stops to the operations.

All such exchanges would have to be agreed to by the crews affected, the Union and the Company prior to implementation in any given year.

**LETTER OF UNDERSTANDING - No. 9**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Article 10.11: Application of the Hot Change in the Mine Operations Department  
Notwithstanding the provisions of Article 10.11, the Company and the Union agree to the following Hot Change procedure for all Mine Operations employees currently receiving the hot change premium, except dragline operations. For the term of the current Collective Agreement the application of Article 10.11 shall be the Hot Change procedure which is outlined below:

All Operating Areas:

- o Depart the Dry for place of work at 6:55.
- o Work until 7:00 completing tasks currently underway and then park the equipment.

Mine Operations employees temporarily transferred under article 14.09 to another position will receive the hot change premium.

(i.e. The meaning of completing tasks currently underway is at the discretion of the employee.)

At the request of either party, the Company and the Union will meet to discuss and mutually agree to any adjustments to the Hot Change procedure to accommodate changing operating conditions and to maintain efficiencies during the term of the Collective Agreement.

**LETTER OF UNDERSTANDING - No. 10**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Work Scheduling During Shutdowns

The Company and the Union agree to the following procedure to schedule work during shutdowns: In the event a portion of the operation is shut down for a temporary period of time, employees may be required to take their vacation during the shutdown. If employees are needed to work during a shutdown the Company will offer work to employees in order of Bargaining Unit Seniority, within their department, on their shift in their work area provided they can satisfactorily perform the required work without training or retraining and provided they are not already scheduled for their vacation preference inside the shutdown period and provided they have requested vacation preference(s) by February 15th.

Under no circumstances will the Company be required to pay any premiums as a result of the application of this procedure.

The Company and the Union shall meet to discuss the appropriate application of this procedure in the different operating groups.

Summer students shall not be eligible for work during a shutdown unless all other employees who are laid off have been offered the opportunity to work.

**LETTER OF UNDERSTANDING - No. 11**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Casual Employees

The following are the terms and conditions applicable to casual employees:

- (a) A casual employee is a temporary employee employed to perform a permanent job temporarily vacated because of:
  - i) vacation or special vacation pursuant to Articles 17 and 18 and the related provisions of the 4x4 Memorandum of Agreement;
  - ii) short-term illness or accident;
  - iii) bereavement leave pursuant to Article 19, jury duty/witness leave pursuant to Article 20, maternity or paternity leave pursuant to Article 21, union business leave pursuant to Marginal paragraph 6.03, and similar leave of absences.
- (b) In the application of paragraph (a) there shall be no more than a number of casual employees equal to five percent (5%) of the bargaining unit work force hired under this Letter of Understanding at any given time.
- (c) A temporary work assignment under this Letter of Understanding shall not exceed seventy-five (75) calendar days unless the Company and the Union mutually agree to extend this time limit.
- (d) A casual employee may be terminated at any time or when the temporary work comes to an end and shall have no seniority rights.
- (e) Casual employees will be paid:
  - the rate of the job they are performing;
  - \$0.60 per hour in lieu of benefits;
  - vacation pay at the rate of 4% of gross wages (payable each pay period)
  - statutory holiday pay at the rate of 4% of gross wages (payable each pay period)
  - 1 1/2 times the employee's regular rate of pay for time worked on statutory holiday.
- (f) Article 5 applies to casual employees.

**LETTER OF UNDERSTANDING - No. 12**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Labour Management Committee

1. A labour management committee shall be formed consisting of equal numbers totaling no more than four persons from the Company and four members from the Union, one of whom from the Company shall be the Mine General Manager, and one of whom from the Union shall be the Local Union President.
2. The primary purpose of the committee shall be to:  
Set goals and objectives and procedures for the purposes of establishing a more mutually beneficial relationship. The dialogue will initially focus on, but not be limited to, areas of concern regarding fair treatment of employees, vacation requests, leaves of absence, employee involvement, joint Company/Union training, and a more constructive union/management relationship as well as general improvement in problem-solving techniques.
3. The joint committee may request Vince Ready to attend meetings for discussions on any of the items identified in 2 above.
4. The creation of the labour relations committee shall be made known to all employees and management staff so that they may be able to bring their concerns about the operations and their work to members of the committee.  
  
Minutes of the labour management committee will be distributed and posted on all bulletin boards.
5. The President of the Company and the Staff Representative of the Union will meet at least quarterly to review matters brought before the committee.
6. It is recognized by the Company and the Union that nothing contained in this Letter of Understanding is meant to alter or amend any provision of the Collective Agreement.
7. The labour management committee will appoint a subcommittee of equal numbers of management and union to be known as the contracting out committee. The contracting out committee will consist of four persons, two from Local 7884 and two from senior mine management staff at Fording River Operations.
8. To ensure effective and productive meetings each party will submit a list of five candidates for the subcommittee and each party will select two successful candidates from the other party's list. The appointed members are to be reaffirmed or changed annually by the parties.
9. The President of the Company or the Staff Representative of the Union may request Vince Ready to facilitate meetings of the subcommittee where it is deemed necessary. Vince Ready may also issue recommendations to the parties on any matters as and when he feels appropriate.
10. The subcommittee will be guided by the job protection principles set out in Article 25 of the Collective Agreement.

11. The Company agrees to provide the Union as much notice as possible and reasons of any planned contracting work to be performed at the mine site, which is normally performed by employees.
12. The subcommittee will meet once each month or more often if required. The Company recognizes the Union's concern over the presence of contractors at the Fording River mine site. Therefore, the subcommittee will review the use of contractors at the mine site with a view to promoting their mutual interest of placing primary reliance on the Company's employees consistent with sound business practice. The subcommittee acknowledges that it is in the mutual interest of the Company and the Union to maintain employment opportunities for bargaining unit employees consistent with bona fide operational needs of the Company.
13. Employees appointed to and participating in meetings of the labour management committee will not suffer any loss of pay when such meetings are held during working hours. The parties recognize and agree that on occasion, it may be desirable that the labour management committee meets at a time other than during working hours.

**LETTER OF UNDERSTANDING - No. 13**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Training Opportunities within the Same Job Classification - Mine Production  
Department

1. Unplanned Training Opportunities

These opportunities occur when the Company has not planned for training because of short notice of the opportunity.

The most senior employee in the job classification, in the work area on the shift will be offered the first opportunity to train.

2. Planned Training Opportunities

When the Company formally plans training, the most senior employee in the job classification on the shift will be offered the first opportunity to train.

**LETTER OF UNDERSTANDING - No. 14**  
BETWEEN  
ELK VALLEY COAL CORPORATION  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Students

The Company and the Union agree to the following terms and conditions of employment with respect to students, effective April 15, 1997:

- (a) The students will be paid 75% of job class 3;
- (b) The students shall receive vacation pay at the rate of four percent (4%) of gross earnings in addition to regular earnings upon termination;
- (c) Students working in classifications other than the job class one (1) through three (3) will be paid at the appropriate rate for that classification under the Collective Agreement;
- (d) Students shall not be eligible for rebates or allowances under Marginal paragraph 8.11, paid leaves under Articles 19, 20 or 21 (or corresponding references in the 4x4 Memo) or benefits under Article 22 (except basic life insurance).

**TERM OF AGREEMENT**

The term of the Collective Agreement will be from May 1, 2006 to April 30, 2011.

It is specifically agreed between the parties hereto, in accordance with Section 50, subsection (4) of the Labour Relations code of British Columbia that the operation of Section 50, subsection (2) and (3) if said Act, are hereby excluded and shall not be applicable to this Agreement.

This Agreement shall be binding upon the parties hereto jointly and severally, and upon their respective successors and assigns.

The Company will print the Collective Agreement and will provide each employee with a copy not later than four (4) months after signing this agreement.

IN WITNESS WHERE OF Elk Valley Coal Corporation and the hereinbefore-mentioned Local 7884 of the United Steelworkers have executed this Agreement the day and year first above written.

ELK VALLEY COAL CORPORATION

LOCAL 7884 OF  
UNITED STEELWORKERS

\_\_\_\_\_  
"D.A. STOKES"

\_\_\_\_\_  
"D. TAKALA"

\_\_\_\_\_  
"I.K. ANDERSON"

\_\_\_\_\_  
"F. RIEHL"

\_\_\_\_\_  
"A.R. COTE"

\_\_\_\_\_  
"S. HOLBROOK"

\_\_\_\_\_  
"T. SHEPPARD"

\_\_\_\_\_  
"J. MOFFAT"

\_\_\_\_\_  
"S. DEWELL"

\_\_\_\_\_  
"K. TURCOTTE"

## **Memorandum of Agreement 4 Days On, 4 Days Off, 12 Hour Shift Schedule**

All provisions of the Collective Agreement shall apply to the employees covered by this Agreement except as modified or restricted by a clause of this Agreement.

The parties shall mutually agree before any employee or group of employees are included in the four days on and four days off, twelve hour shift schedule, provided these inclusions are approved by the Minister of Mines and the Minister of Labour. Such employees will be covered by this Agreement with such modifications as may be required and which are agreed to by the parties.

### **A. Employees Covered by Agreement**

The provisions of this Agreement shall apply to all employees engaged in the four (4) days on and four (4) days off, twelve (12) hour shift schedule.

### **B. General Conditions**

1. The normal work day shall be twelve (12) consecutive hours of work at the employee's designated working place in a twenty-four (24) hour period.
2. The work period shall be 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.
3. The work cycle shall be forty-two (42) consecutive days. Schedules of work shall average forty (40) hours per week over the complete work cycle. The average forty (40) hour week shall be accomplished by banking the last twelve (12) hour shift worked as a rest day once during every work cycle of forty-two (42) days, or another twelve (12) hour shift designated by the Company during the forty-two (42) day cycle instead of the last twelve (12) hour shift during the work cycle. Such twelve (12) hour shifts during the work cycle shall apply to all employees on the shift in the department including employees assigned or transferred to the shift during the work cycle.

A twelve (12) hour shift designated by the Company for each work cycle will, provided the needs of the operation are met, precede or follow the employees' four (4) consecutive days of rest; and/or precede or follow statutory holidays not worked by the employees.

An employee assigned to work the last twelve (12) hour shift during the work cycle or another twelve (12) hour shift as designated by the Company during the work cycle instead of the last shift shall have the option of working that shift at overtime rates in lieu of banking a rest day.

The accumulated banked rest days will be scheduled as time off by the Company in periods of four (4) successive working days. However, if some other arrangements for taking accumulated rest days off can be arrived at by an employee and the Company which is mutually agreeable, this may be done. Accumulated rest days may not exceed six (6) in number.

4. The work schedule of each employee shall be four (4) consecutive days of work followed by four (4) consecutive days of rest. The four (4) consecutive days of work shall consist of two (2) consecutive day shifts of twelve (12) hours each, followed by two (2) consecutive night shifts of twelve (12) hours each or such other shift arrangement as may be agreed upon by the parties.

5. The normal shift will be day shift, commencing at 7:00 A.M., and night shift commencing at 7:00 P.M. or such other arrangements as may be agreed upon by the parties.
6. Two (2) paid lunch periods of twenty (20) minutes duration each will be provided during the twelve (12) hour shift. The first twenty (20) minute lunch period must be scheduled, for twelve hour shifts, to be taken during the fourth - fifth hour, from shift start, and the second break must be taken during the eighth - ninth hour from shift start. This time frame may be varied by mutual agreement. During such lunch period, the employee shall continue all necessary supervision of machinery and maintenance of service. Employees are responsible for providing their own lunches.
7. Notwithstanding 6 above, for those employees working in the Mine Production Department except those in the classification of dispatcher:
  - a) one (1) paid lunch period of fifteen (15) minutes duration and one (1) paid lunch period of twenty (20) minutes duration will be provided during the twelve (12) hour shift. The fifteen (15) minute lunch period must be scheduled for twelve hour shifts, to be taken between 9:00 and 11:00 (A.M. and P.M.) and the twenty (20) minute lunch period must be taken between 12:30 and 2:30 (A.M. and P.M.). This time frame may be varied by mutual agreement. During such lunch periods, the employee shall continue all necessary supervision of machinery and maintenance of service. Employees are responsible for providing their own lunches.
  - b) In addition, the above employees shall be provided one (1) ergonomic health break of twenty (20) minutes duration during the twelve (12) hour shift. This break must be scheduled, for twelve hour shifts, to be taken between 4:00 and 6:00 (A.M. and P.M.).

C. Overtime Work

Overtime occurs when an employee is required to work more than his scheduled hours of work in a work day or on a scheduled rest day. Overtime shall be paid as follows:

1. For the first six (6) hours of overtime worked during an employee's work period, the rate of pay shall be one and one-half (1-1/2) times the base rate of the employee.
2. For all overtime worked by an employee during his work period which is in excess of six (6) hours overtime during that period, the rate of pay shall be two (2) times the base rate of the employee.
3. Overtime which is in excess of six (6) hours overtime during an employee's work period shall be voluntary.

All overtime in a work period is subject to the following conditions:

- (a) where urgent or necessary relief work is essential to the continuance of the ordinary working of the mine, but only on an occasional basis and not, in any case, for a longer period than sixteen (16) hours in any twenty-four (24) hour period;
- OR
- (b) where an emergency exists where life or property is in danger;
- OR
- (c) where there is a necessity for a periodic change of shift.
- (d) Employees working overtime may elect, at the time the overtime is worked, to take time off with pay in lieu of overtime premium. When an employee elects to

take time off with pay in lieu of overtime premium, he shall be paid for the overtime worked at his regular straight time hourly rate exclusive of any premium and shall bank an amount of time off at his regular straight time hourly rate, which will be paid for by the overtime premium he would have been paid had he not elected to take time off. Banked time off is to be taken as arranged by mutual agreement between the Company and the employee. For any banked time not taken the Company will pay the employee the amount of the deferred premium at termination or year end. With mutual agreement, an employee may arrange to take banked time off in the next calendar year provided such arrangements are made and approved prior to year end.

4. Where the Company changes an employee's work schedule during a work period and the employee is required to work in excess of his normal work day of his previous schedule or on the rest days of his previous schedule, he shall be paid overtime rates for that time worked. The new schedule will become the employee's regular schedule at the conclusion of the rest days of his previous schedule.
5. (a) When an employee reports on any assigned shift and is sent home because no work of any kind is available or so that he may come to work at a later time, he shall be paid six (6) hours at his base rate plus shift premium or weekend premium if applicable for reporting on his regular shift. If he is assigned to work at a later time he shall be paid straight time for such work up to twelve (12) hours.  
  
(b) This provision shall not apply when an employee has been absent from his regular work for more than one (1) work day and fails before reporting to work to notify his supervisor of his intention to return to work.  
  
(c) Any employee who works four (4) hours or more in a work day and is sent home so that he may come to work at a later time in that work day shall receive overtime rates for all work performed at such later time.

D. Statutory Holidays

1. Provisions of marginal paragraphs 11.01, 11.02, 11.03, 11.04, and 11.05 of the Collective Agreement shall apply to employees covered by this Agreement.
2. Provisions of marginal paragraph 11.06 of the Collective Agreement shall apply with the following qualifications:
  - i) When an employee's regularly scheduled shift falls on a Statutory Holiday and the employee is not required to work, he shall receive twelve (12) hours pay on the basis of his regular base rate (exclusive of shift premiums, weekend premiums, overtime bonuses, holiday or other premiums) for the shift worked by him immediately prior to such holiday.
  - ii) An employee who is scheduled to work on a Statutory Holiday and who works only a part of his assigned shift will be paid two and one-half (2 1/2) times his base rate for the time worked. If the period worked is less than twelve (12) hours, he shall be paid at his base rate exclusive of shift premiums for the difference between his actual hours worked and twelve (12) hours.
3. Provisions of marginal paragraph 11.07 of the Collective Agreement shall apply to employees covered by this Agreement subject to the following qualification. When a Statutory Holiday falls on an employee's rest day or during a scheduled vacation, the employee will receive eight (8) hours pay at base rate, exclusive of shift premiums, weekend premiums, overtime bonuses, holiday or other premiums.

4. Pay for Floating Statutory Holidays will be for a maximum of twelve (12) hours at the employee's base rate, exclusive of shift premiums, weekend premiums, overtime bonuses, holiday or other premiums.

E. Bereavement Leave

Provisions of marginal paragraph 19.01 of the Collective Agreement shall apply to employees covered by this Agreement except for pay. Pay will be up to thirty-six (36) hours in marginal paragraph 19.01 (a) and up to twenty-four (24) hours in marginal paragraph 19.01 (b) at the employee's base rate for the period of bereavement.

If required, the employee will be granted an additional twelve (12) hours of unpaid leave to complete their entitlement.

F. Jury Duty/Witness Pay

Provisions of marginal paragraph 20.01 of the Collective Agreement shall apply to employees covered by this Agreement except for pay. The Company shall reimburse employees required to report for jury duty as defined in marginal paragraph 20.01, the difference between the employee's regular base rate of pay for twelve hours of work and the jury duty received for that day. Reimbursement shall not be for hours in excess of the employee's normal work day or work week.

G. Vacations with Pay

For the purpose of this Agreement, a week of vacation shall consist of one (1) work period of four (4) working days plus four (4) days off.

1. An employee who has been in the service of the Company less than one (1) year prior to the first day of January 1st in any year shall be entitled to a vacation with pay as follows:

- (a) If hired between January 1st and June 30th inclusive of the previous year, two (2) weeks vacation with pay.
- (b) If hired between July 1st and December 31st inclusive of the previous year, one (1) week vacation with pay.

2. An employee shall be entitled to a vacation with pay as follows:

<u>Complete Yrs./ Service As Of The 1st Day In January Of Any Yr.</u>	<u>Hours Of Vacation With Pay Entitlement</u>	<u>Plateau ____ Yrs.</u>
1	96	
2	120	3 weeks
3	120	
4	128	
5	136	
6	144	
7	152	
8	160	4 weeks
9	160	
10	168	
11	168	
12	176	
13	176	
14	184	
15	184	
16	192	

17	192	
18	200	5 weeks
19	200	
20	208	
21	208	
22	216	
23	216	
24	224	
25	224	
26	232	
27	232	
28	240	6 weeks

3. Where used in Section G, subsection 2 of the Agreement, the word "pay" shall mean remuneration for the hours of vacation with pay entitlement, as the case may require, at the employee's regular base rate of pay during the calendar month immediately preceding the vacation.
4. For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the first day of January in any year there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Section G, subsection 2 of this Agreement, one-twelfth (1/12) of such vacation pay; provided that as regards employees qualifying under said subsection 2 time spent on vacation for which the employee is paid under this Agreement, or time lost because of sickness or accident to a maximum of twelve (12) consecutive calendar months from the commencement of such absence due to sickness or accident shall be considered as time worked and absence due to time away on special vacation will not effect the employee's regular vacation.

#### Vacation Adjustment

For the purpose of this Agreement, an employee's vacation adjustment entitlement under marginal paragraph 17.06 will be calculated in terms of eight hour work days.

#### Special Vacations

The provisions of Article 18 of the Collective Agreement shall apply save and except that special vacation entitlement and pay shall be computed in hours, (i.e. 3 weeks - 120 hours).

#### Vacation Scheduling

The Company will schedule vacations and special vacations in forty-eight (48) hour blocks with the following exceptions:

- (a) at the beginning and end of shutdowns;
- (b) the final portion of vacation entitlement; and
- (c) other durations as requested by the employee and approved by the Company.

The scheduling provisions of marginal paragraph 17.05 and Article 18 shall otherwise apply.

#### H. Premiums

- (i) A premium of seventy cents (70¢) per hour shall be paid for all regular scheduled hours worked in excess of eight hours on the day shift.
- (ii) A premium of seventy cents (70¢) per hour shall be paid for each hour worked of the first four regular scheduled hours on the night shift.

(iii) A premium of ninety cents (90¢) per hour shall be paid for all regular scheduled hours worked in excess of four hours on the night shift.

I. Sickness and Accident

The provisions of marginal paragraph 22.03 of the Collective Agreement shall apply save and except for the following:

For the purpose of this Agreement the Sickness and Accident Benefit Plan will provide benefits on a 1-3-52 basis.

J. On Call

An employee required to standby for a possible call into work shall be paid a premium of eighteen dollars (\$18.00) for each shift on call. If called out to work, pay will be in accordance with marginal paragraph 10.08.

K. Exclusions

The following marginal paragraphs shall not apply to employees covered by this Agreement: 9.02, 9.04, 9.06, 10.01, 10.04, 10.10, 17.01, 17.02, 17.03, 17.04.

**SCHEDULE 'A'**

**Standard Hourly Wage Scale:**

In accordance with marginal paragraph 12.03 of this Agreement and the provisions of the Co-operative Wage Study, the Standard Hourly Wage Scale listed below becomes effective on the dates specified.

<b>Job Class</b>	<b>1/5/2006</b>	<b>1/5/2007</b>	<b>1/5/2008</b>	<b>1/5/2009</b>	<b>1/5/2010</b>	<b>Job Class</b>
<b>1</b>	21.00	21.63	22.28	22.95	23.64	<b>1</b>
<b>2</b>	21.49	22.13	22.79	23.48	24.18	<b>2</b>
<b>3</b>	21.94	22.60	23.28	23.97	24.69	<b>3</b>
<b>4</b>	22.41	23.09	23.78	24.49	25.23	<b>4</b>
<b>5</b>	22.91	23.59	24.30	25.03	25.78	<b>5</b>
<b>6</b>	23.35	24.05	24.77	25.52	26.28	<b>6</b>
<b>7</b>	23.80	24.52	25.25	26.01	26.79	<b>7</b>
<b>8</b>	24.30	25.03	25.78	26.55	27.35	<b>8</b>
<b>9</b>	24.76	25.50	26.27	27.06	27.87	<b>9</b>
<b>10</b>	25.21	25.97	26.75	27.55	28.38	<b>10</b>
<b>11</b>	25.69	26.46	27.25	28.07	28.91	<b>11</b>
<b>12</b>	26.17	26.96	27.77	28.60	29.46	<b>12</b>
<b>13</b>	26.65	27.45	28.27	29.12	29.99	<b>13</b>
<b>14</b>	27.13	27.94	28.78	29.65	30.54	<b>14</b>
<b>15</b>	27.59	28.42	29.27	30.15	31.06	<b>15</b>
<b>16</b>	28.03	28.87	29.73	30.63	31.54	<b>16</b>
<b>17</b>	28.51	29.37	30.25	31.15	32.09	<b>17</b>
<b>18</b>	28.99	29.86	30.76	31.68	32.63	<b>18</b>
<b>19</b>	29.45	30.33	31.24	32.18	33.14	<b>19</b>
<b>20</b>	29.93	30.83	31.75	32.71	33.69	<b>20</b>
<b>21</b>	30.37	31.29	32.22	33.19	34.19	<b>21</b>
<b>22</b>	30.86	31.78	32.74	33.72	34.73	<b>22</b>

## SCHEDULE "A" - Job Classifications

Job Class	Mine Production	Maintenance	Processing
1			
2			
3	Pit Utility Dryman/ Janitor/ess	Labourer	Labourer
4			
5			
6		Stmbay Att.	Oiler I
7			Bucker Tr.
8	Boom Tr Op Tr Pumpman Tr	Boom Tr Op Tr	Oiler II
9	Drag.Oiler Tr Tireman I	Srvmn I HE/LE Srvmn Elec I Service Op I	Proc. Op. I Bucker
10	Hlge. Dr Tr Boom Tr Op Pumpman Blast Tr I	Boom Tr Op Stm Clnr/Tr Op	Oiler
11	Tireman II	Srvmn. II, HE/LE Srvmn. Elec II Service Op II	Proc. Op. II Analyst Tr.
12	Dragline Oiler Rtry.Drl.Tr.I Blaster Tr. II		
13	Tireman III	Srvmn., HE/LE Srvmn., Elec. Service Op. III	Proc.Op.III
14	Hlge. Dr. Eqpm. Op.Tr. Rtry.Drl.Tr.II Blaster Monitorman Bucket Maintenance		
15	Tireman Loader Tr. Eqpm.Op.	Cert. Welder Service Op. IV	Sr. Analyst
16	Shvl.Op.Tr.I Loader Op. Sr. Driver Rtry. Drl.		Proc.Op.IV
17	Shvl.Op.Tr.II Sr. Loader Op. Sr. Eqpm. Op.	Sr. Serv. Op.	
18	Shovel Op.	Cert.Ind.Wrthsmn. Link Belt Op.	Sr. Proc. Op.
19			
20	Drgln. Tr. I		
21	Drgln. Tr. II	Jrnym.Trdsmn.	Ctrl. Rm. Op. Jrnymn.Trdsmn.
22	Drgln. Op.		Jrnymn.Instr.Mech.

#### Schedule "A", Cost of Living Allowance

1. Each employee covered by this Agreement shall 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 - Canada (all items - base 1986 equals 100) published by Statistics Canada (hereinafter referred to as CPI).
3. The Cost of Living Allowance shall be equal to one cent (1¢) for each 0.11 point rise in the CPI as hereinafter determined counting as a full cent any fraction of one-half cent (\$0.005) or more.
4. The Cost of Living Allowance shall only be paid for hours actually worked and, without limiting the generality of the foregoing, shall not be included in the calculation of overtime rates, vacation and statutory holiday pay, incentive plans or any other premiums or benefits.
5. In the event that Statistics Canada does not issue the CPI on or before the beginning of the periods referred to, 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.
6. The parties to this Agreement agree that the continuance of the Cost of Living Allowance will depend on availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for 1986. 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 rest of this Agreement a monthly CPI in its present form calculated on the same basis as the index for 1986.
7. Cost of Living Allowance (COLA) will be in effect from May 1, 1993 to April 30, 1996.
8. COLA payments shall be calculated annually on the basis of the Consumer Price Index (CPI) increase in the previous 12 month period from March to March. COLA payments will apply based only on an increase in the CPI in excess of 5% in the previous year. COLA payments for the amount the CPI exceeds 5% will be made on the basis of Schedule "A". COLA adjustments are not to be rolled into wages.

