

**Coal Mountain Operations
Union Agreement**

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This Agreement made the 29th day of April 2005 effective on May 4th, 2005.

BETWEEN:

Elk Valley Coal Corporation
Coal Mountain Operations
(hereinafter called "the Company")

OF THE FIRST PART

AND:

UNITED MINE WORKERS OF AMERICA
LOCAL 7292
(herein called "the Union")

OF THE SECOND PART

ARTICLE 1. SCOPE

1.1 This Agreement will apply to employees of Elk Valley Coal Corporation at its Coal Mountain Operations located adjacent to Corbin, B.C. Exceptions are those employees excluded by the Labour Relations Code of B.C., all supervisory, professional, clerical, technical, survey, assayer, and warehouse/loss prevention employees. Words imparting the masculine gender shall include the feminine.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 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 all matters concerning the operation of this Company's business as it sees fit. 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.

2.2 When required, employees will sign-off and acknowledge that they have received and understand Company directives and communications to employees. Employees are expected to, and will be given the opportunity to, read such communications or directives and obtain any required clarification from their supervisor prior to signing-off.

ARTICLE 3. UNION BUSINESS

- 3.1 (a) The Company recognizes the Union as the bargaining agent for employees as defined in Article 1.
(b) The Company will recognize Union Officers, shop stewards, and grievance committee members duly elected pursuant to the Union's Constitution as identified in the most recent written notification received from the Union.
(c) The Company will recognize the Occupational Health and Safety Committee as required by the Health, Safety and Reclamation Code for Mines in British Columbia. Four (4) worker representatives on this committee shall be elected from among the employees within the bargaining unit.

3.2 The Union Collective Bargaining Committee shall consist of no more than four (4) employees. The Company also agrees that the Union may have the assistance of a representative from their International Union during Collective Bargaining negotiations between the parties to this Agreement.

3.3 Subject to the requirements of the operation, upon reasonable notice in writing the Company shall endeavour to accommodate requests for a leave of absence, without pay, for an employee to attend to Union business. Not more than two (2) employees from any one department may be granted a leave of absence at any one time.

3.4 Subject to the requirements of the operation, upon one (1) month's notice in writing the Company shall endeavour to accommodate requests for a leave of absence, without pay, to an employee appointed to a position with the International of the United Mine Workers of America. Such leaves of absence shall be limited to a maximum period of one (1) year. The Company shall not be required to grant the privilege under this marginal paragraph to more than one (1) employee at a time.

3.5 An employee who is on leave of absence pursuant to marginal paragraph 3.3 and such leave exceeds thirty (30) consecutive calendar days, shall be required to pay all the premium costs of all the benefits outlined in Article 19.

3.6 The period of time during which an employee is on leave of absence, pursuant to marginal paragraph 3.4, shall not be considered as time worked for the Company and the employee 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.

3.7 The Company agrees to forward to the Union, \$8,000 per year to pay for time lost by employees delegated by the Union for the purpose of conducting Union business as provided for in this collective agreement.

ARTICLE 4. NO WORK STOPPAGES

4.1 There shall be no work stoppages, lockouts or strikes by either party during the term of this Agreement. 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 work stoppage, walk-out, slow-down, boycott, or any act of similar nature (including but not restricted to a strike) which would in any way interfere with, limit or impede the operations of the Company.

ARTICLE 5. UNION SECURITY

5.1 The Company shall honour a written assignment of wages by an employee to the Union in a form agreed to by the Company and Union for Union dues and initiation fees.

5.2 Dues shall be deducted on the first pay period of each month and remitted, by the fifteenth (15th) day of the month immediately following the month in which such deductions were made, to the Financial Secretary of the Union. The Company will at this time provide the Union with a list of all employees indicating the amount of dues deducted from each.

5.3 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 regarding dues shall not exceed the amount of an employee's unpaid wages in the hands of the Company.

5.4 The Company will provide to the Union a seniority list, a list of active casuals, and a list of hired and terminated employees on a quarterly basis.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1 Procedure for Settling Grievances

Employees are to first attempt to resolve their grievances with their supervisor.

All grievances submitted to the Company must clearly outline, in writing, the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated.

Stage 1 Within ten (10) working days after the alleged grievance has arisen or within ten (10) working days from the time either the employee or Union should reasonably have known of the occurrence giving rise to the grievance, the shop steward shall notify the Company in writing of the grievance. Within three (3) working days of receipt of written notification of the grievance, a time will be arranged for the employee and shop steward to present the grievance in writing to the appropriate supervisor. The supervisor shall provide a written answer to the grievance within ten (10) working days. Failing a satisfactory resolution, the grievance may proceed to Stage 2.

Stage 2 Within five (5) working days from the time a decision was made or should have been made under Stage 1, the Union may notify the Company in writing that the grievance is proceeding to Stage 2. Within three (3) working days of receipt of such written notification, a time will be arranged for the employee and shop steward to present the grievance to the General Manager or his department head designate. The General Manager or his department head designate shall provide an answer in writing within ten (10) working days. Failing a satisfactory resolution, the grievance may proceed to Stage 3.

Stage 3 Within fourteen (14) calendar days from the time a decision was made or should have been made under Stage 2, 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 and mutually set a date(s) for an arbitration.

6.2 Arbitration Procedure

- (a) The selection of an arbitrator will be determined by the first available arbitrator to act from the following panel:
 - (i) Ken Albertini
 - (ii) Colin Taylor
 - (iii) Dalton Larson
 - (iv) an arbitrator mutually agreed upon by the parties.
- (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.
- (c) 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.
- (d) The arbitrator shall hear the parties to the grievance and shall render his decision within thirty (30) days following the hearing.

6.3 If a grievance is not advanced through the Grievance Procedure within the specified time limits, the grievance is abandoned and all rights of recourse to the Grievance Procedure shall be at an end. Time limits as defined in the Grievance Procedure exclude rest days and Statutory Holidays.

6.4 Either party shall have the right to refer any dispute regarding the interpretation of or a violation of this Agreement in writing to the other party. Failing a satisfactory settlement of the dispute within ten (10) calendar days of the submission, the dispute may be referred to arbitration constituted in accordance with this Article.

6.5 A grievance claiming that an employee(s) has been unjustly discharged must be filed within five (5) calendar days of such discharge; failing which the parties agree there shall be no recourse to the grievance procedure.

6.6 A shop steward shall be present when an employee is given a discipline step, suspended, or discharged, unless the employee requests otherwise.

ARTICLE 7. PROBATION PERIOD

7.1 The parties agree that it shall constitute just and reasonable cause for dismissal of a probationary employee if the Company in its sole discretion concludes that the employee is unsuitable for employment.

7.2 All employees hired shall be on probation for a period of 720 hours actually worked from date of last hiring by the Company.

ARTICLE 8. SENIORITY

8.1 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 without qualification, it shall mean Company seniority. Company seniority shall be established from the date an employee was last hired by the Company. Bargaining Unit seniority shall be the total of an employee's time in the bargaining unit, whether broken or continuous, from the date the employee was last hired by the Company at its Coal Mountain Operations.

Bargaining Unit seniority shall apply in cases of promotion, demotion, transfer, temporary layoff/shutdown and vacation scheduling, subject to the following:

- (a) No employee shall acquire Bargaining Unit seniority until he has been in the service of the Company as provided for in Article 7, when his Bargaining Unit seniority shall be retroactive to the date of his hiring.
- (b) Employment is terminated for reasons of:
 - (i) Dismissal for just cause;
 - (ii) Voluntary resignation (quit);
 - (iii) Retirement or the attainment of age 65;
 - (iv) Failure to report for work within ten (10) working days after being notified to report following a layoff;
 - (v) Expiry of the recall rights of an employee on layoff;
 - (vi) Absence extending beyond an authorized vacation period or beyond a leave of absence granted by the Company.

8.2 Employees laid off shall retain the right of recall based on three (3) months per year of seniority to a maximum of twenty-four (24) months. Employees on recall shall not have any rights under this collective agreement.

8.3 The Company shall have the right to transfer any person in its employ at the operation to a job within the scope of this Agreement whether or not a vacancy exists.

8.4 In all cases of promotion, demotion, transfer, layoff, and recall after layoff, a senior employee shall have preference provided that he has equal qualifications and aptitudes required for the job. Determination of knowledge, experience, efficiency, skills and ability to perform the work and physical fitness shall be made by the Company in a fair and equitable manner.

8.5 Selection of apprentices shall be entirely a matter for the Company's decision.

8.6 Temporary Layoff/Shutdown

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 and such shutdown results in a reduction of work, the following will apply;

- (a) In the case of a temporary layoff/shutdown that is 8 days or less a senior employee affected by the reduction of work may claim a job he can perform on the same work schedule that the employee is working immediately prior to the shutdown.
- (b) In the case of a temporary layoff/shutdown that is greater than 8 days, if no job the employee can perform is available on his work schedule, a senior employee may claim a job he can perform on another work schedule but shall not work a greater number of regular shifts during the temporary layoff/shutdown than he would have worked had he worked on his work schedule. The Company will not be required to pay overtime for shift changes at either end of the shutdown to accommodate such claims.
- (c) If prior to March 15, a temporary layoff/shutdown is announced to occur in the July/August period or during the Christmas period, the Company may schedule employees to take vacation during such temporary layoff/shutdowns notwithstanding marginal paragraph 15.5. If work is available during such temporary layoff/shutdowns, a senior employee may claim a job he can perform, in accordance with (a) or (b) above, and reschedule his vacation at a time approved by the Company.

8.7 Recall

It is the responsibility of a laid-off employee to notify the Company of any change in his postal address by registered mail. Laid-off employees who have complied with the foregoing procedure shall be notified by the Company by double 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 or refuses a job being offered, he shall lose his right of re-employment and shall be struck off the recall list. Notice shall be deemed to have been received by the employee following ten (10) calendar days of mailing by the Company.

An employee affected by the layoff may exercise the right to elect a direct layoff but shall only retain recall rights to 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 as per marginal paragraph 8.2.

8.8 The Company shall not cause the demotion or layoff of employees by transferring persons from other operations to Coal Mountain Operations to perform the jobs of those employees.

ARTICLE 9. WAGES

9.1 The Standard Hourly Rates of Pay 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.

9.2 An employee successfully bidding to a permanent job classification with a higher standard hourly rate than his current job classification, shall be paid at his previous standard hourly rate or 95% of the standard hourly rate, whichever is higher, until he has completed the training for his new job classification. Upon completion of the training for his new job classification, the employee shall receive 100% of the standard hourly rate for the new job classification. An employee not successfully completing the training will be reassigned to his previous job classification.

9.3 An employee successfully bidding to a permanent job classification with a lower standard hourly rate than his current job classification, shall be paid 95% of the standard hourly rate of his new job classification, until he has completed the training for his new job classification. Upon completion of the training for his new job classification, the employee shall receive 100% of the standard hourly rate for the new classification.

9.4 An employee who is temporarily transferred from his regular job classification shall be paid the standard hourly rate of the job classification to which he has been transferred, provided such standard hourly rate is not less than that of his regular job classification. If the standard hourly rate of the job classification to which he is temporarily transferred, but not as a result of a lay-off, is less than the standard hourly rate of his regular job classification, he shall be paid the standard hourly rate of his regular job classification during the period of such temporary transfer.

9.5 When the Company temporarily promotes an employee to a position outside the scope of this Agreement, the employee shall continue to be covered by this Collective Agreement save and except for rates of pay. The Company will endeavour to ensure that 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. In the event that the Company anticipates that an employee will remain in a temporary supervisory position for greater than the 100 day period the Company will meet with the Union to explain the reason for the extension.

ARTICLE 10. HOURS OF WORK

10.1 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 11.

10.2 The "work shift" is the number of hours an employee is normally scheduled to be at his designated working place in a work day.

10.3 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.

10.4 The "work period" shall be defined as an employee's complete period of days starting at the beginning of his first scheduled work day and concluding at the end of the last day of the first occurring rest days. Such rest days shall be deemed to continue until the commencement of the following scheduled work day.

10.5 The Company may establish work schedules at different hours for any operation, employee, or group of employees provided schedules of work shall average forty (40) hours per week over any complete work cycle.

10.6 Without restricting the rights of the Company under the preceding paragraph the normal hours of work for employees will be:

- (a) Eight (8) hours per day five (5) days per week, or
- (b) Ten (10) hours per day four (4) days per week, or
- (c) Twelve (12) hours per day averaging forty (40) hours per week.

10.7 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 make joint application with the Company to the appropriate Government agency for approval of such schedules where such approval is required.

10.8 Work Breaks

- (a) Employees working eight (8) hour shifts shall be provided with a paid break of twenty (20) minutes.
- (b) Employees working ten (10) hour shifts shall be provided with a paid break of thirty (30) minutes.
- (c) Employees working twelve (12) hour shifts shall be provided two (2) paid breaks of fifteen (15) minutes each and one (1) paid break of twenty (20) minutes.
- (d) During such breaks, employees shall continue all necessary supervision of machinery and maintenance of service.

10.9 Relief to Relief

- (a) An employee working on continuous or semi-continuous operations shall continue to work at his designated working place until he is relieved, unless he has permission from his supervisor to leave the job.
- (b) Should the total of the employee's time worked and travel time between the employee's designated working place and the dry at the beginning and the end of his work shift exceed the work shift by more than twenty (20) minutes, the time in excess of the twenty (20) minutes shall be paid at the applicable overtime rate as though it were an extension of the work shift.
- (c) A mine operations employee working on continuous or semi-continuous operations shall be paid a premium for each complete shift worked at the employee's designated working place. Should the total of the employee's time worked and travel time between the employee's designated working place and the dry at the beginning and the end of his work shift exceed the work shift by more than thirty (30) minutes, the time in excess of the thirty (30) minutes shall be paid at the applicable overtime rate as though it were an extension of the work shift.

The premium shall be:

Effective Date of ratification	\$10.00
January 1, 2007	\$12.00
January 1, 2009	\$14.00

- (d) Employees who are entitled to relief-to-relief premium at the start of their shift and are temporarily transferred to another classification during their shift will retain their relief-to-relief premium for that shift.

10.10 An employee working the twelve (12) hour shift work schedule is entitled to two (2) hours worked per week at 1½ times the employee's standard hourly rate, except where the employee does not actually work thirty-six (36) or forty-eight (48) hours, as applicable, in a week. These overtime hours may be "banked" in accordance with article 11.1 (c) and will be included for the purposes of overtime distribution referred to in article 11.2.

Thirty days prior to introducing a work schedule which is different than a schedule currently being worked by an employee, or a group of employees, the Company will meet with the Union to explain the new schedule and discuss issues which may arise.

ARTICLE 11. OVERTIME RATES

11.1 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 10., will receive payment at one and one half (1 ½) times the equivalent standard 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 standard hourly rate for each overtime hour worked.
- (c) 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 standard hourly rate exclusive of any premium and shall bank an amount of time off which, at his standard hourly rate, will be paid for by the overtime premium he would have been paid had he not elected to take time off. Employees may bank up to a maximum of 48 hours at any one time. Employees may elect to have the entire balance of their time bank paid out at the last pay period in June and the last pay period in November. Payout of bank time at any other

time of year requires the General Manager's approval. 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.

11.2 Overtime opportunities will be distributed as equitably as practicable among the employees in the department who normally perform the work.

11.3 Overtime hours for mine rescue practice/ training and occupational health and safety committee training/meetings will not be included for distribution of overtime.

11.4 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 standard hourly 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.

ARTICLE 12. PREMIUMS

12.1 There shall be no stacking or compounding of premiums and/or overtime.

12.2 Eight (8) Hour Shift Schedules

(a) For all regular scheduled hours worked on the afternoon shift there shall be paid a premium of forty-five cents (\$.45) per hour.

(b) For all regular scheduled hours worked on the night shift there shall be paid a premium ninety cents (\$.90) per hour

Twelve (12) Hour Shift Schedules

For all regular scheduled hours worked on the night shift there shall be paid a premium of ninety cents (\$.90) per hour.

12.3 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 seventy-five cents (\$1.75) per hour for such work performed on Saturday, and one dollar and seventy-five cents (\$1.75) and per hour for such work performed on Sunday. The premium will not be paid for hours worked at overtime or on Statutory Holidays. Work performed during the period commencing at 7:00 a.m. on a Saturday and ending at 7:00 a.m. on a Sunday shall be deemed to be Saturday work; work performed during the period commencing at 7:00 a.m. on a Sunday and ending at 7:00 a.m. on a Monday shall be deemed to be Sunday work.

12.4 On Call

An employee required to standby for a possible call into work shall be paid a premium of twelve dollars (\$12.00) for each eight (8) hour shift on call or eighteen dollars (\$18.00) for each twelve (12) hour shift on call. If called out to work, pay will be in accordance with marginal paragraph 11.2.

12.5 Work Leader

It is the normal function of an employee to act as a work leader for a crew when requested to do so by the Company.

Under the direction of a supervisor, a work leader acts as a leader of a group or groups of employees working on similar or related work. He assigns work to these employees as directed by the supervisor and works along with and/or co-ordinates work among them. The work leader does not function 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 work leader reports.

12.6 Trainer

It is the normal function of an employee to train other employees on his job. Employees specifically instructed to train other employees to operate haulage truck, shall receive a premium of \$0.50 for each hour they are engaged in such training.

ARTICLE 13. APPRENTICESHIP TRAINING

13.1 Matters pertaining to the training of indentured apprentices, the evaluation of apprentice performance and other matters regulated by the pertinent statutes and regulations of the Province of British Columbia are outside the scope of this Collective Agreement.

13.2 The Company will pay apprentices absent from the job due to attendance at the provincial apprenticeship school his earnings at his standard hourly rate for forty (40) hours per week less the allowance paid from government sources. Should an apprentice fail to pass school examinations and is permitted to repeat the same, the Company will not be required to pay the apprentice as provided herein while he is repeating his school term.

13.3 Apprentices successfully completing training at the provincial apprenticeship school will receive upon return to work an allowance of \$10.00 per training day.

ARTICLE 14. JOB POSTING PROCEDURE

14.1 All permanent job vacancies in classifications which the Company seeks to fill through the bid procedure will be posted in the dry for a period of seven (7) calendar days during which time bids will be accepted. Job postings will identify the number of positions the Company intends to fill, the department each position is in, subject to the right of the Company to determine the actual number of positions to be filled in its sole discretion. If an applicant is selected he will be advised within five (5) calendar days from the date of closing of the posting and he shall have no right to refuse the job and will be re-assigned to the new job within thirty (30) days of his selection.

14.2 (a) The Company does not have to consider applications by employees who have accepted a job posting within the past three (3) months.

(b) An employee leaving on vacation 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 first shift back at work.

14.3 Selection from those employees applying on job postings will be made by the Company in accordance with marginal paragraph 8.4.

ARTICLE 15. ANNUAL VACATIONS

15.1 All employees covered by the Agreement shall be entitled to vacation with pay based upon years of service with the Company from date of last hiring, as of January 1st of any year as follows:

Full Years of Service
as of January 1st

	<u>Vacation Entitlement</u>
1 Year, but less than 3 Years	96 hours
3 Years, but less than 6 Years	120 hours
6 Years, but less than 12 Years	156 hours
12 Years, but less than 25 Years	180 hours
25 Years or more	180 hours plus 40 hours extra vacation pay.

The Company may require or permit an employee entitled to extra vacation pay to take vacation time with pay in lieu of extra vacation pay.

15.2 Employees with less than one year of service with the Company will earn 8 hours of vacation per month to a maximum of 96 hours which they may take after January 1st following their date of hire.

15.3 For the purpose of computing such vacation pay, the word "pay" shall mean remuneration at the employee's standard hourly rate of pay during the calendar month immediately preceding the vacation.

15.4 For every thirty (30) consecutive days an employee is absent from work in the calendar year preceding the 1st day of January in any year (except for time lost because of sickness or accident to a maximum of six (6) consecutive months or time spent on paid vacation) there shall be deducted from the vacation pay to which he would otherwise be entitled under marginal paragraphs 15.1 and 15.2, one-twelfth of such vacation pay.

15.5 Vacation Scheduling

- (a) Vacation entitlements will be posted as soon as possible but no later than January 30th of each year. Employees may then indicate their preference in vacation dates to supervision up to and including March 15th.
- (b) After March 15th of each year, supervision will schedule vacations in accordance with seniority for those employees who have indicated their preference subject to the requirements of the operation. Employees who did not indicate their preference will have their vacation periods scheduled by the Company. The Company will post vacation schedules no later than April 15th of each year.
- (c) The Company will schedule vacations in 40-hour blocks (48 hour blocks for 12 hour shift schedules) with the following exceptions:
 - (i) At the beginning and end of shutdowns;
 - (ii) The final portion of vacation entitlement;
 - (iii) Other durations as requested by the employee and approved by the Company.

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

- (a) take vacation pay in lieu of receiving insurance payments for the period of such vacation.
- (b) postpone such vacation provided that such vacation can be rescheduled in accordance with marginal paragraph 15.5 within the succeeding twelve (12) month period.
- (c) take a payout of vacation pay after returning to work.

15.7 Nothing in this Article shall affect the right of the Company to schedule any and all vacations.

ARTICLE 16. STATUTORY HOLIDAYS

16.1 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 and Boxing Day shall be compensated for at two and one-half (2 1/2) times the standard hourly rate.

16.2 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. 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.

16.3 In addition to the named holidays, each employee shall be entitled to two (2) floating 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. An employee must have completed his probationary period to be eligible for floating holidays. The floating holidays must be taken in the year they are earned. In the event that an employee has applied for his floating holidays 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 for each floating holiday not taken. Employees hired after July 1st, will not be eligible to receive the floating holidays for that year only.

16.4 Subject to marginal paragraph 16.6 of this Agreement, to qualify for pay on a statutory holiday or a floating holiday, the employee shall work all of his last scheduled shift before the holiday and all of his first scheduled shift after the holiday. Absence on either the qualifying day before a holiday or the qualifying day after the holiday for reasons of the employee's sickness or bereavement leave shall not disqualify the employee for payment on the holiday. Sickness shall be proven by a Doctor's certificate.

16.5 Statutory holiday pay shall not be paid to employees returning from layoff, short term disability, long term disability, Workers' Compensation or leaves of absence, for those holidays that fall within the dates of layoff, sickness, accident or leave.

16.6 An employee who qualifies for pay on a Statutory Holiday under this Article and who does not work on such holiday, shall receive eight (8) hours pay on the basis of his standard hourly 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. If an employee so qualifying does work as required

by the Company on a holiday and the period worked is less than eight (8) hours, he shall be paid for the hours worked at two and one-half (2 1/2) times his standard hourly rate as provided in marginal paragraph 16.1, and for the remaining hours of the shift not worked he shall be paid at straight time.

16.7 An employee working twelve (12) hour shifts and who qualifies for pay on a Statutory Holiday under this Article shall receive holiday pay as follows:

- (a) When an employee's regular scheduled shift falls on a Statutory Holiday and the employee is not required to work, he shall receive twelve (12) hours pay at his standard hourly rate (exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums).
- (b) 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 standard hourly rate for the time worked. If the period worked is less than twelve (12) hours, he shall be paid at his standard hourly base rate exclusive of shift premiums for the difference between his actual hours worked and twelve (12) hours.
- (c) When a Statutory Holiday falls on an employee's rest day the employee will receive eight (8) hours pay at his standard hourly rate exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums.

16.8 An employee working ten (10) hour shifts and who qualifies for pay on a Statutory Holiday under this Article shall receive holiday pay as follows:

- (a) When an employee's regular scheduled shift falls on a Statutory Holiday and the employee is not required to work, he shall receive ten (10) hours pay at his standard hourly rate (exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums).
- (b) 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 standard hourly rate for the time worked. If the period worked is less than ten (10) hours, he shall be paid at this standard hourly base rate exclusive of shift premiums for the difference between his actual hours worked and ten (10) hours.
- (c) When a Statutory Holiday falls on an employee's rest day the employee will receive eight (8) hours pay at this standard hourly rate exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums.

16.9 Pay for the floating holidays will be for a maximum of twelve (12) hours at the employee's standard hourly rate, exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums.

16.10 When a Statutory Holiday falls during an employee's vacation with pay, and he qualifies for pay on such holiday, he may extend his vacation by one day if he arranges to do so with the Company prior to taking his vacation. For an employee working twelve (12) hour shifts, the pay for such holiday will be in accordance with marginal paragraph 16.7 (a) or (c) as if the employee were at work according to his assigned work schedule.

ARTICLE 17. BEREAVEMENT LEAVE

17.1 Upon notification of a death in the employee's immediate family, one (1) day's leave with pay at the standard hourly rate of pay only, shall be granted, provided the leave is taken within seven (7) days of the notification. On request by an employee, up to three (3) consecutive working days leave with pay, at his standard hourly rate of pay only, for scheduled time lost shall be granted in the event of death in the employee's immediate family to attend the funeral. Immediate family is defined as a spouse or child of the employee, parents, grandparents, mother-in-law, father-in-law, and brothers and sisters of the employee.

ARTICLE 18. JURY DUTY/WITNESS

18.1 A regular full-time employee who is required to report for jury duty or who is subpoenaed by the crown to appear as a witness (not a defendant or complainant) at any proceedings in the 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 the employee's regular scheduled workday or work week. Payment to the employee for witness duty is limited to one day for each separate court proceedings. 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 vacation and statutory holidays but will not be counted as hours worked in a worked day for the purposes for computing overtime.

ARTICLE 19. GROUP INSURANCE BENEFITS

19.1 The Company's obligation under this Article is limited to paying the premium costs for the benefit plans listed below. Coverage provided is subject to the terms of the respective policies. All benefits provided in this Article are payable by the insurer and not the Company.

19.2 While this Article highlights some of the provisions of the insurance policies, the details must be sought from the insurance documents.

19.3 Provincial Medical Health Care

The Company will pay the cost of the appropriate (Alberta Health Care or Medical Services Plan) health care insurance premium for single, couple or family coverage for all employees. Coverage is available commencing the first day of the month coincident with or following date of hire, providing they meet the resident requirement of the applicable province.

19.4 Life Insurance

The Company will arrange a Life Insurance Policy as carried by a commercial insurer which will cover all employees from date of employment. The policy will provide for \$65,000 Life Insurance and \$65,000 Accidental Death and Dismemberment Insurance as specified by the insurance carrier. The Company will pay the cost of the appropriate premiums only on these insurance policies. The life insurance and accidental death and dismemberment coverage under the policy will cease on the date of retirement or upon termination of employment from the Company. Upon termination of employment with the Company, employees will have the option of obtaining any standard individual life insurance policy offered by the insurance Company at that time. The amount of insurance will equal your basic insurance of \$65,000. Premiums will be determined by the insurance carrier.

19.5 Optional Life Insurance

Within 30 days of date of hire and as specified by the insurance carrier, an employee may purchase optional life insurance in the amount of \$50,000. Spousal life insurance in the amount of \$25,000 may be purchased provided the employee has purchased the optional life insurance; and dependent child insurance may be purchased in the amount of \$10,000 per child. This life insurance is optional and the monthly premium to the employee will be the average cost of all coverage as determined by claims experience and the insurance carrier. Optional coverage may be cancelled at the employee's request. Applications for enrollment after the initial 30 days after hire or re-enrollment after cancellations are subject to the terms of the insurance carrier. The optional life insurance coverage under the policy will cease on the date of retirement or date of termination of employment.

19.6 Extended Health Care

The Company will arrange an Extended Health Care Policy to be carried by a commercial insurer for all employees and their dependents commencing the first day of the month coincident with or following date of hire. The Company will pay the cost of the premium only, to provide the Extended Health Care Policy. The policy will provide the following coinsurance conditions:

- (1) 80% towards the annual cost of prescription drugs up to the first \$1,000 and 100% of the cost thereafter;
- (2) 80% towards the charges for the difference between a semi-private room and standard ward accommodation up to a maximum of \$50 per day;
- (3) All other coverages as provided for in the policy document.

Extended Health Care coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

19.7 Short Term Disability

The Company will arrange a Short Term Disability Policy, to be carried by a commercial insurer and registered with the Unemployment Insurance Commission, which will cover all employees who have successfully completed their probation period. The policy will provide a benefit, upon date of ratification, equal to 60% of average weekly earnings to a maximum level of \$540 per week on a 1-4-52 basis for eight (8) and ten (10) hour shift employees and a 1-3-52 basis for twelve (12) hour shift employees. Effective January 1, 2007, the maximum level will increase to \$580 per week, and January 1, 2009, the maximum level will increase to \$600 per week. The Company will pay the cost of the insurance premium only. Benefits under the policy will be for non-compensable accidents only.

All disability payments received from the insurance policy will be reduced by any disability payments that come from any government insurance plans in respect of such disability. If an employee is eligible for disability benefits or wage continuance from any other group or Company plans, payment will be further reduced to limit total income to 75% of the employee's pre-disability basic earnings. In no event will benefit payments exceed pre-disability earnings.

Short Term Disability coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

19.8 Long Term Disability

The Company will arrange a Long Term Disability Policy to be carried by a commercial insurer which will cover all employees who have successfully completed their probation period, commencing after 52 weeks of disability as defined by the insurance carrier. The amount of such disability benefit will be, upon date of ratification, \$1,200 per month and will continue as long as the employee is determined to be "totally disabled" as defined in the insurance policy. The application for benefits must be approved by the insurance carrier.

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.

The policy will provide that during the first 52 weeks of disability and the subsequent 18 months of disability, the employee must not be able to work at his own occupation in order to qualify for disability payments. Thereafter, the employee must be unable to work at any reasonable job for which he is suited through education, training, or experience. During the disability period, the employee must be under the regular care of a certified medical physician and provide all necessary medical documentation. To qualify for benefits, the employee must have been actively at work immediately prior to the disability and be under the continuing care of a certified medical physician.

Under the policy, the Long Term Disability payments from the insurance carrier will be reduced by the amount of any benefits payable from the Canada Pension Plan, Workers' Compensation, and any other government insurance plans. If an employee is also eligible for disability benefits, wage continuance from any other group or company insurance plans, income from any employer or from any occupation for compensation or profit, then payments will be further reduced if his total income exceeds 75% of his pre-disability base earnings. The Company will pay the cost of the insurance premium only.

If an employee refuses to participate in a rehabilitation program recommended by the insurance carrier, the benefit payment will be terminated.

19.9 Dental Care

The Company will arrange a Dental Care Policy to be carried by a commercial insurer which will cover all employees who have successfully completed their probation period. The policy will provide employees and their dependents a maximum benefit for payment of 100% of the basic services commonly referred to as Plan "A" to a yearly family maximum of \$3,000 per year; 80% of services commonly referred to as Plan "B" to a yearly family maximum of \$3,000 per year; and 50% of services commonly referred to as Plan "C" to a life time maximum of \$2,000 per family member. The Company will pay the cost of the insurance premium only. Dental Care coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

19.10 Vision Care

The Company will arrange a Vision Care Policy to be carried by a commercial insurer which will cover all employees commencing the first day of the month coincident with or following date of hire. The policy will provide employees and their dependents a maximum benefit of up to \$200 each in any two-year period for the purchase of prescription glasses or corrective lenses. The Plan will rebate the cost of eye examinations to a maximum of \$50.00 every two (2) years per family member. The Company will pay the cost of insurance premium only. Vision Care coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

ARTICLE 20. PENSION PLAN

20.1 A Defined Contribution Plan to be registered with the appropriate regulatory authorities, hereinafter referred to as the Pension Plan, to be established as of the date of signing this Agreement.

20.2 Employees automatically become a member of the Pension Plan on the first of the month coincident with or following date of hire.

20.3 The Company will establish both an Employer Account and an Employee Account.

(a) Employer Account

The Company will contribute monthly the equivalent of 5% of basic earnings to the Employer Account on behalf of each employee. Basic earnings mean the monthly standard hourly rate of pay earnings.

(b) Employee Account

Employee monthly contributions to the Pension Plan are based on a percentage of the monthly standard hourly rate of pay earnings.

Employee contributions are deposited to the Employee Account and are dependent on years of service as outlined below:

<u>Years of Service*</u>	<u>Employee Contributions</u>
Less than one year	1%
One year, but less than two years	2%
Two years, but less than three years	3%
Three years or more	4%

***The change in the contribution level is effective on individual plan entry anniversary dates. Employees, however, may choose to contribute up to 5% when first joining the Pension Plan or may increase the contribution level up to 5% on any plan entry anniversary date. -**

20.4 Both the employee contributions and the contributions the Company makes on the employees' behalf will be invested in a pension fund managed by a financial institution. Employees' contributions will remain in the Pension Plan while they are employed by the Company.

20.5 (a) Employees will receive individual annual statements showing the amounts of both the Employer and Employee accounts.

(b) Employees' individual annual statements will also show in a separate column any contributions made into their plan through article 20.6 (b).

20.6 (a) Employees leaving the Company prior to retirement and who have less than two years of service with Elk Valley Coal Corporation will be entitled to the full value of the Employee Account and the following percentage of the Employer Account:

<u>Years of Service</u>	<u>Percentage of Employer Account</u>
Less than one year	0%
One year, but less than two years	20%
Two years or more	100%

(b) The percentage of the Employer Account to which employees are not entitled when leaving the Company will be allocated among the pension plan members remaining in the Pension Plan at the end of that year.

ARTICLE 21. MISCELLANEOUS

21.1 Safety Equipment Rebate

(a) The Company will maintain a steel-toed safety boot reimbursement policy providing for a 65% rebate of the purchase price.

(b) Where an employee requires corrective lenses, the Company will rebate to the employee 100% of the purchase price of the original safety lenses and frames (with fixed side shields) to a maximum \$200 and thereafter will rebate to the employee 50% of the cost to replace safety lenses and/or safety frames where an employee can establish, to the satisfaction of the Company, that they were damaged while at work. The Company will not be responsible for these costs where they are recoverable from another source (such as a Health Plan or Workers' Compensation).

21.2 Clothing Allowance

(a) The Company will provide a clothing allowance of one hundred and twenty-five dollars (\$125.00) to all employees except tradesmen and servicemen who will receive one hundred and fifty dollars (\$150.00). The appropriate allowance will be paid annually on December 1st to each employee on the Company's payroll. An employee who has been continuously absent during the six (6) months preceding December 1st will not be eligible for this allowance.

(b) Tradesmen and servicemen and any employees who are required to work in adverse weather conditions will be provided with one (1) pair of insulated coveralls every 2 years.

21.3 All journeyman tradesmen shall be required to have a full complement of tools as required by the Company and necessary to perform the job for which they have been hired.

21.4 The Company will maintain a tool reimbursement policy providing for a 60% rebate for the repair and replacement of tools. Journeymen or apprentices who purchase an approved new tool, judged by their foreman to be required for his job, will be reimbursed 60% of the actual cost.

Article 22. MEDICAL CERTIFICATE

If the Company does not accept a medical certificate produced by an employee, the Company may require said employee to undergo an examination by a medical practitioner named by the Company. The Company may also require an employee to undergo a medical evaluation to determine if any limitations are present which may effect the employee's job performance. The Company will pay for the cost of these required examinations. The employee will be required to sign a medical release of information to the Company and shall not suffer a loss of pay for such examinations.

Article 23. CASUALS

23.1 The following are the terms and conditions applicable to casual employees employed to perform work normally performed within the scope of the Collective Agreement between the Company and the Union.

23.2 A casual employee is an employee employed to perform:

- (a) A permanent job temporarily vacated because of:
 - (i) sick leave or short term disability;
 - (ii) WCB disability;
 - (iii) a temporary job posting;
 - (iv) a temporary promotion;
 - (v) leave of absences, including union leave;
 - (vi) banked time;
 - (vii) termination.
- (b) A temporary job or special project.
- (c) A permanent or temporary job temporarily vacated, directly or indirectly, because of vacation. Bargaining unit employees will be offered the opportunity to fill higher paying jobs on their work schedule that are temporarily vacated, directly or indirectly because of vacation, before a casual employee is employed to perform such job.

23.3 A temporary work assignment as defined in marginal paragraph 23.2 above shall not exceed 90 calendar days [45 calendar days with respect to marginal paragraph 23.2(a) (vii)] unless the Company and the Union mutually agree to extend this time limit.

23.4 Casual employees will work hours of work in accordance with Article 10.

23.5 Casual employees will be paid:

- (1) The rate of the job they are performing;
- (2) \$0.60 per hour in lieu of benefits;
- (3) Vacation pay at the rate of 4% of gross wages (payable each pay period);
- (4) Statutory holiday pay at the rate of 4% of gross wages (payable each pay period);
- (5) 1½ times the employee's regular rate of pay for time worked on a statutory holiday;
- (6) Overtime rates in accordance with Article 11;
- (7) Premiums in accordance with Article 12.

23.6 Article 5. Union Security applies to casual employees.

23.7 A casual employee may be terminated at anytime and shall have no seniority rights.

23.8 A casual employee will not be employed at any time that a permanent employee with seniority, whose ability is sufficient to perform the duties required for the position to be filled, is laid-off and available to perform the position.

23.9 The Company will review with the Union each month the number of casual employees employed at the operation and the nature of their work.

23.10 Except where employed to perform a job temporarily vacated, directly or indirectly, because of vacation, casual employees shall fill the following vacancies only:

- (1) Labourers;
- (2) Truck drivers;
- (3) Process operator 1;
- (4) Journeyman.

23.11 The present practice of overtime distribution is to be adhered to.

Term of the Agreement

The term of the Collective Agreement will be from January 1, 2005 to December 31, 2009. 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 operations of Section 50, subsections (2) and (3) of the said Act, are hereby excluded and shall not be applicable to this agreement.

In Witness Whereof the parties have executed this Agreement this 4th day of May, 2005.

Elk Valley Coal Corp.
Coal Mountain Operations

United Mine Workers of
America Local 7292

"J.W. McManus"

"B. Burchell"

"D. Gonnely"

"G. Nearing"

"I. Moser"

"H. MacPherson"

"M. Cole"

"N. Levesque"

"G. Ordway"

Schedule 'A'

Standard Hourly Rates of Pay

Job Class	Classification	Rate EFF. 04-May-05 \$1.25	Rate EFF. 1-Jan-06 3.5%	Rate EFF. 1-Jan-07 3.0%	Rate EFF. 1-Jan-08 3.0%	Rate EFF. 1-Jan-09 3.0%
12	Journeyman Tradesman*	28.44	29.44	30.32	31.23	32.16
11	Control Room Operator	28.19	29.18	30.05	30.95	31.88
10	Shovel Operator	26.88	27.82	28.66	29.52	30.40
	Senior Process Operator	26.88	27.82	28.66	29.52	30.40
9	Equipment Operator IV	26.46	27.38	28.20	29.05	29.92
8	Equipment Operator III	26.03	26.94	27.75	28.58	29.44
	Driller	26.03	26.94	27.75	28.58	29.44
	Shovel Support	26.03	26.94	27.75	28.58	29.44
7	Equipment Operator II	25.32	26.21	26.99	27.80	28.64
	Process Operator III	25.32	26.21	26.99	27.80	28.64
	Apprentice IV	25.32	26.21	26.99	27.80	28.64
	Blaster	25.32	26.21	26.99	27.80	28.64
	Serviceman	25.32	26.21	26.99	27.80	28.64
6	Equipment Operator I	24.49	25.35	26.11	26.89	27.70
5	Apprentice III	24.24	25.09	25.84	26.62	27.41
4	Process Operator II	23.77	24.60	25.34	26.10	26.88
3	Apprentice II	22.45	23.24	23.93	24.65	25.39
2	Process Operator I	21.11	21.85	22.50	23.18	23.87
	Apprentice I	21.11	21.85	22.50	23.18	23.87
1	Labourer	18.61	19.26	19.84	20.43	21.05

*Journeyman Tradesman receive \$1.50 increase at Date of Ratification of May 4, 2005.

Note: Equipment Operators

1. Within the equipment operator progression there are five functions defined for progression purposes. They are: loader, dozer, grader, tracked backhoe and haulage truck.
2. Wage progression from level to level will be through qualifications (experience, demonstrated knowledge and ability) in accordance with the following:

<u>Level</u>	<u>Qualifications</u>	<u>Job Class</u>
Equipment Operator IV	5 of 5 types of equipment	9
Equipment Operator III	3 of 5 types of equipment	8
Equipment Operator II	2 of 5 types of equipment	7
Equipment Operator I	1 of 5 types of equipment	6

3. Equipment Operators will be required to operate auxiliary equipment as required.

Note: Process Operators

1. Within the process operator progression there are four functions defined for progression purposes. They are: coarse operator, fines operator, dryer and load-out.
2. Wage progression from level to level will be through qualifications (experience, demonstrated knowledge and ability) in accordance with the following:

<u>Level</u>	<u>Qualifications</u>	<u>Job Class</u>
Sr. Process Operator	Completed all functions	10
Process Operator III	Completed 3 of 4 functions	7
Process Operator II	Completed 2 of 4 functions	4
Process Operator I	Entry level	2

Note: Apprentices

If the apprenticeship program is only three (3) years in duration, the third-year apprentice shall be paid at Job Class 7. Increases in pay will become effective upon official notification from the Apprenticeship Board as to the results of their examination and hours worked for the preceding year.

Note: Students

Student employees hired within the scope of this Agreement shall be paid such rate of pay as determined by the Company for all work performed and shall be eligible for the Life Insurance benefit only under marginal paragraph 19.4.

Letter of Understanding

**Between
Elk Valley Coal Corporation
And
The United Mine Workers of America
Local 7292**

1. The Company and the Union agree that Company seniority held by bargaining unit employees on the date of ratification shall also become their Bargaining Unit seniority as defined in Article 8.1 of the Collective Agreement.
2. The Company and the Union further agree that persons entering the bargaining unit after the date of ratification will accumulate Company seniority and Bargaining Unit seniority as defined in Article 8.1.

Signed at Fernie B.C. this 29th day of April, 2005

John McManus
General Manager
Coal Mountain Operations

Bob Burchell
International Teller
United Mine Workers of America
Local 7292
