

**COLLECTIVE AGREEMENT**

**May 1, 2007 - April 30, 2010**

**BETWEEN**

**QUINSAM COAL CORPORATION**

**AND**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS'  
INTERNATIONAL UNION  
(UNITED STEELWORKERS )  
(ON BEHALF OF LOCAL UNION 9347)**

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**&**  
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**ON BEHALF OF LOCAL 9347**

**TABLE OF CONTENTS**

<b>ARTICLE 1 - RECOGNITION.....</b>	<b>2</b>
<b>ARTICLE 2 - NO DISCRIMINATION OR INTIMIDATION.....</b>	<b>4</b>
<b>ARTICLE 3 - MANAGEMENT.....</b>	<b>5</b>
<b>ARTICLE 4 - UNION SECURITY.....</b>	<b>5</b>
<b>ARTICLE 5 - NO STRIKE - NO LOCKOUT.....</b>	<b>7</b>
<b>ARTICLE 6 - UNION REPRESENTATION.....</b>	<b>7</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE.....</b>	<b>8</b>
<b>ARTICLE 8 - ARBITRATION.....</b>	<b>10</b>
<b>ARTICLE 9 - SENIORITY.....</b>	<b>11</b>
<b>ARTICLE 10 - JOB POSTING.....</b>	<b>16</b>
<b>ARTICLE 11- HOURS OF WORK AND OVERTIME.....</b>	<b>18</b>
<b>ARTICLE 12 - APPRENTICESHIP PROGRAM.....</b>	<b>21</b>
<b>ARTICLE 13 - STATUTORY HOLIDAYS.....</b>	<b>22</b>
<b>ARTICLE 14 - VACATIONS.....</b>	<b>23</b>
<b>ARTICLE 15 - SAFETY &amp; HEALTH.....</b>	<b>23</b>
<b>ARTICLE 16 - LEAVE OF ABSENCE.....</b>	<b>27</b>
<b>ARTICLE 17 - BEREAVEMENT LEAVE.....</b>	<b>28</b>
<b>ARTICLE 18 - EMPLOYEE BENEFITS.....</b>	<b>29</b>
<b>ARTICLE 19 - SEVERANCE PAY.....</b>	<b>31</b>
<b>ARTICLE 20 - WAGES.....</b>	<b>32</b>
<b>ARTICLE 21 - PREMIUMS AND ALLOWANCES.....</b>	<b>32</b>
<b>ARTICLE 22 - DISCIPLINE.....</b>	<b>33</b>
<b>ARTICLE 23 - GENERAL PROVISIONS.....</b>	<b>33</b>
<b>ARTICLE 24 - TECHNOLOGICAL CHANGE.....</b>	<b>34</b>
<b>ARTICLE 25 - DURATION OF AGREEMENT.....</b>	<b>35</b>
<b>LETTER OF UNDERSTANDING #1.....</b>	<b>36</b>
<b>LETTER OF UNDERSTANDING #2.....</b>	<b>38</b>
<b>LETTER OF UNDERSTANDING #3.....</b>	<b>39</b>
<b>LETTER OF UNDERSTANDING #4.....</b>	<b>40</b>
<b>LETTER OF UNDERSTANDING #5.....</b>	<b>41</b>

## ARTICLE 1 - RECOGNITION

**1.01** The Company recognizes the Union as sole and exclusive bargaining agent for all employees employed at Campbell River, B.C., except shift bosses, persons above shift bosses, office, engineering, survey employees, clerical, laboratory, students, and all set forth in certificate issued by the B.C. Labour Relations Board.

**1.02** **Employee:**

All employees hired by the Company within the bargaining unit shall be categorized as either Full Time Permanent Employee or Spareboard Employee, as defined in this agreement. All such employees shall be subject to the probation period referred to in Article 9

**(i) Full Time Permanent Employee:**

"Full Time Permanent Employee" means an employee hired or used in accordance with this Agreement to perform work of a continuing nature in a specific job on a full time basis.

**(ii) Spareboard Employee:**

1. A Spareboard Employee is an employee employed to perform work normally done by a Full Time Permanent Employee who has temporarily vacated a permanent position because of one of the following:

- (i)** - Vacation
- (ii)** - Sick Leave or Short Term Disability
- (iii)** - WCB disability
- (iv)** - A temporary job posting
- (v)** - A temporary promotion
- (vi)** - Leave of absences
- (vii)** - Banked time
- (viii)** - Termination until posting process completed not to exceed thirty (30) calendar days

2. A Spareboard Employee will be entitled to benefits as per Article 18. Such benefits will cease on the last day of the month of which he has been laid off.  
Spareboard employees will not be entitled to Short Term Disability or Long Term Disability.

3. A Spareboard Employee is not considered a Full Time Permanent Employee until such time as he is successful to a full time job.
4. A Spareboard Employee will accrue vacation entitlement based on their earnings
5. A Spareboard Employee will be entitled to statutory holidays as per the Collective Agreement.
6. A Spareboard Employee will not be entitled to layoff notice, pay in lieu of layoff notice or severance pay.
7. A Spareboard Employee must not be utilized while a Full Time Permanent Employee is on layoff as per Article 9.07
8. A Spareboard Employee will be allowed to work overtime as a result of a continuation of their shift.
9. Spareboard Employees will be allowed to work extra shifts or work of a temporary nature not to exceed a period of twenty (20) working days.
10. The Union will be provided a list of Spareboard Employees and the hours worked on a monthly basis

**1.03** The Company recognizes that it is not the function of the persons listed in Article 1.01 to perform work which is normally performed by an employee in the bargaining unit, except under emergency conditions or for the purpose of instruction, safety, or experimentation, or when an employee does not report for work for a period of one (1) day, or less.

**1.04** In the event a person listed in Article 1.01 performs work in violation of this clause, the Company shall pay, as a penalty, an amount equal to straight time the hourly rate of the employee(s) who would normally perform such work for the period of the violation, or for two (2) hours, whichever is greater and such payment will be made to the "Campbell River Hospital Foundation on behalf of USWA – Local 9347" within thirty (30) days of the violation.

**1.05 Contracting Out**

- (a) The Company recognizes the Union's concern over the use of contractors to do the work that the bargaining unit employees normally perform and, as such, agrees to continue its practice to perform operations and maintenance work with its own employees provided it has the manpower, skills and facilities to do so.

- (b) The Company hereby assures the Union that it will continue its general operating policy of placing primary reliance on its own employees to perform operations and maintenance work. To this end, the Company agrees that operations and maintenance work currently performed by Quinsam Coal Corporation employees will continue to be performed by members of the bargaining unit.
- (c) No employee shall be displaced, laid off or have their rights to recall deferred as a result of contracting out, or as a result of a contractor's employees performing any work.
- (d) The Company and Union will establish a Joint Committee to review contracting out practices. The Joint Committee will be composed of two (2) representatives of the Company and two (2) representatives of the Union.

The Joint Committee shall:

1. Review contracted work with a view to what other options may have been possible and practicable, and the objective of replacing contractors with Quinsam Coal Corporation bargaining unit employees doing work in-house.
  2. Preview work expected to be contracted out and explore possible alternatives, taking into consideration the efficiency of the operations, the urgency of work to be performed and the availability of equipment, skills, and manpower.
  3. Be provided by the Company within thirty (30) days of the completion of the sub-contracted work, the actual number of man hours required to complete the job.
- (e) Should the Company not provide the Union Contracting Out Joint Committee with notice of work to be contracted out, that was contracted out, an Arbitrator can award a remedy to the Union for violation of this clause.

## **ARTICLE 2 - NO DISCRIMINATION OR INTIMIDATION**

- 2.01** There shall be no discrimination or intimidation by either party of this agreement.

## **ARTICLE 3 - MANAGEMENT**

**3.01** The Company has a right to manage its business including the right to locate, extend, alter, curtail or close operations; determine the number of employees; hire, direct, retire, promote, demote, transfer, lay-off, suspend, discharge, or discipline employees for just and reasonable cause; assign work; determine job content and qualification of employees; determine methods, process, and means of production; make, alter, and enforce such reasonable rules and regulations as required to fulfil its responsibilities subject to the agreement and the applicable laws.

## **ARTICLE 4 - UNION SECURITY**

**4.01** All employees covered by the agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union. The Company shall deduct commencing with the first full pay cheque of an employee, the initiation fee and the first month's dues and thereafter, the then prevailing monthly Union dues. Such dues deduction shall be made after the initiation fee and the first month's dues deduction, in respect of the second pay period in each month and shall be a condition of employment for each employee.

### **4.02 Membership**

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a)** authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 7820 Edmonds Street, Burnaby, BC V3N 1B8.
- (b)** become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (c)** complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

#### 4.03

#### Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
United Steelworkers  
Unit D, Box 34223  
Vancouver, BC V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
  - (i) United Steelworkers, Local 9347 Union Hall  
Attn: Financial Secretary @ (250) 286-4283, and
  - (ii) United Steelworkers, Servicing Staff Office  
Attn: Randy Gatzka @ (604) 525-4568.
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

## **ARTICLE 5 - NO STRIKE - NO LOCKOUT**

- 5.01** The Union agrees that during the life of this Collective Agreement, it will not authorize and sanction any strike.
- 5.02** The Company agrees that it will not engage in any lockout during the life of this collective agreement.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01** The Union shall have a right to appoint or elect stewards, including a Chief Steward and Grievance Committee, from bargaining unit employees whose duties shall be to assist the bargaining unit employees in the area the Stewards who are Grievance Committee members represent in presenting complaints or grievances to the Company under the grievance procedure.
- 6.02** The Union shall promptly notify the Company, by fax or e-mail, the names of the employees who have been elected or appointed as Stewards, Chief Stewards, and committee. The Company will not be required to recognize them until it has been notified. The Company will recognize one Chief Steward and one Steward in each of the following department on each crew:
1. Mine Operation
  2. Surface Operation
  3. Coal Preparation - Plant
- 6.03** The duties of the Stewards shall be to receive, investigate, and attempt to settle grievances as outlines in the Grievance Procedure.
- 6.04** If it is necessary for a Steward or other employee to take time off during his working hours in connection with a grievance, he will notify his immediate supervisor. Providing only brief matters are dealt with, the supervisor and Steward and/or other employee will make arrangements to do so at a time that will least interfere with the work.
- The time spent in connection with such disputes or grievances during their working hours shall be paid at the employee's regular rate.
- 6.05** The President of Local 9347 of U.S.W.A. shall be an ex-officio member of all committees but shall not be counted as a voting member of that committee unless he replaces some other Union member of the Committee.
- 6.06** There shall be a Grievance Committee of five (5) members elected by the Union. Three (3) members shall form a quorum. One of the committee shall be a chairman and another secretary of the committee. The

Company will be officially notified by fax or e-mail from a proper officer of the Union of the names of members of the Grievance Committee. There shall be no more than three members of a committee at a grievance.

- 6.07** Where the Company requests a meeting with a Union representative (including stewards) during the representative's working hours, he shall suffer no loss of pay as a result of attending such a meeting and any other employees required to attend said meeting will suffer no loss of pay.
- 6.08** When a problem arises through no fault of Union members and a meeting is called by the Company to deal with the problem, the said members attending (including officers or stewards concerned) will suffer no loss of pay. Employees on time off who are requested by the Company to attend will be paid at their regular base rate.
- 6.09** A joint meeting between the Company and the Union shall be held twice per year upon request. The delegation of the Company and the Union shall not exceed seven (7) persons. While attending such meetings, the Company agrees to pay wages.
- 6.10** All new employees shall be introduced to the nearest available Union officer by their shift supervisor or foreman, on the first cycle worked.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01** If an employee has a question concerning the interpretation, application, or operation or any alleged violation of this agreement that he has been unable to settle with his immediate supervisor, the matter may be taken up in the following manner and sequence:
  - Stage 1** By the aggrieved employee or employees and a Steward in his department with the immediate supervisor. Failing a settlement within forty-eight (48) hours, then;
  - Stage 2** By the Grievance Committee and the department head, at which time the aggrieved employee or employees may be present. If settlement of the grievance has not been reached under Stage 1, then the grievance shall be submitted to Stage 2 within 48 hours after the answer was given at Stage 1. The written record of the grievance including the decision at Stage 1 must be presented. The decision shall be given in writing within seventy-two (72) hours after being heard at the Stage 2 grievance meeting, but in no event later than ten (10) days following receipt of the grievance.

**Stage 3** Failing a satisfactory settlement under Stage 2, the Grievance Committee will submit the dispute to the Mine Manager and/or other person designated by him at which time there may be present the aggrieved employee or employees and a representative of the Union. If settlement of the grievance has not been reached at Stage 3, then the grievance shall be submitted to Stage 4 within seven (7) days after the answer was given at Stage 3. A grievance, at stage three (3) will not be considered abandoned until forty-eight (48) hours after the Company has provided written notice to the Union Grievance Committee that a grievance is outstanding.

Failing settlement within twenty-one (21) calendar days after the decision in Stage 3 is given of any difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the matter may be referred to arbitration by either party as hereinafter provided, and if no written request is resolved within such period, the matter shall be deemed to have been abandoned.

- 7.02** Grievances shall be presented during working hours whenever possible. In circumstances where the Steward or Grievance Committee member will not be available during his shift, a grievor's grievance may be presented and shall be processed under the terms of the grievance procedure during working hours.
- 7.03** Bargaining unit employees will be paid for attending any grievance meeting with the Company scheduled during working hours when such a grievor's attendance is requested by the Company.
- 7.04** The parties agree that the time limits herein have been predetermined in order to expedite the resolution of differences and as such are matters of substance, not mere technicalities. However, time limits in this Article may be extended by mutual agreement in writing between the parties.
- 7.05** Grievances relating to policies and grievances involving the discharge of an employee shall be presented at Stage 3.
- 7.06** Grievances filed by the Company or Union shall be submitted in writing at Stage 3 of this procedure. The same time limits and obligations that apply to the Union under this Article will apply to the Company.

## **ARTICLE 8 - ARBITRATION**

- 8.01** When either party desires that any difference be submitted to arbitration as herein before provided, the following procedure shall be used.
- 8.02** Any matter referred to arbitration as provided in 8.01 hereof shall be submitted to a single arbitrator. Such arbitrator shall be selected from the following list of arbitrators:
- Colin Taylor
  - Vince Ready
  - Don Munroe
  - An arbitrator mutually agreed upon by the parties
- 8.03** The arbitrator shall hear and determine the difference and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 8.04** The first arbitration shall be heard by the first above-named arbitrator, if the arbitrators are named, and the arbitrators shall thereafter rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, he shall be passed over to the next arbitrator on the list.
- 8.05** The arbitrator shall notify the Company in advance and after such notification, shall have the right to enter any premises where work is being done or has been done by the employees or in which the Employer carried on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work, material, machinery, appliance, or article therein, and interrogate any person respecting any such things or any such differences.
- 8.06** If during the life of this Agreement, one of the arbitrators named in 8.02 hereof withdraws from the list if there is one, or dies, or becomes incapacitated, the parties shall appoint a replacement by mutual agreement in writing, and failing such agreement, the appointment shall be made by the Director of Mediation Services upon application of either party.
- 8.07** The Union and the Company shall each pay one-half of the remuneration and expenses of the arbitrator. Each Party shall pay all expenses incurred in connection with the preparation or representation of its own case, including the fees and expenses of its own witnesses.

**8.08** Notwithstanding any sanction attaching to any violation of the time limits for processing a grievance from step to step up to and including arbitration, the arbitrator shall have the right to set aside any such sanctions and deal with any grievance on its merits provided that the delay complained of by the protesting party is reasonable and provided further that such delay has not prejudiced the party making the protest.

## **ARTICLE 9 - SENIORITY**

**9.01 (a)** New Full Time Permanent Employees shall be considered as probationary employees for their first seventy five (75) shifts worked or six hundred (600) hours worked whichever occurs first. The seventy-five (75) shifts or six hundred (600) hours referred to shall be accumulated within not more than one (1) year commencing with the first day worked. After completion of the probationary period, the employee's name shall be placed on the seniority list indicating the date and time he first commenced work for the Company.

Spareboard Employees shall be considered as probationary employees for their first seventy-five (75) shifts worked or six hundred (600) hours worked whichever occurs first. Should a Spareboard Employee become a Full Time Permanent Employee, the shifts and/or hours worked as a Spareboard Employee shall be counted towards the probationary period as a Full Time Permanent Employee. A Spareboard Employee shall be placed on the seniority list indicating the date and time he first commenced work as a Full Time Permanent Employee provided he has completed the required number of shifts or hours. If a Spareboard Employee has been inactive for a period of six (6) consecutive months, he must begin the probationary period upon returning to work.

**(b)** Employees who do not complete probation will not be entitled to layoff notice, pay in lieu of layoff notice or severance pay.

**9.02** There shall be two types of seniority, namely Company seniority and Departmental seniority. The Company seniority of an individual means the length of his continuous service since the date of his last hiring by the Company; Departmental seniority means the length of an individual's continuous employment within a department as defined below.

Employees other than employees in "trades" positions will not be allowed to move between departments unless as a result of job posting or via layoff, bumping and recall procedures.

1. Mine Operation
2. Surface Operation
3. Coal Preparation - Plant

### 9.03

The seniority of an employee shall be lost and his employment shall be terminated for any of the following reasons:

1. Voluntary termination or resignation.
2. Discharged and not reinstated through the grievance or arbitration procedure.
3. Absent from work for three (3) consecutive working days without notifying the Company and giving satisfactory reason of absence. In this event, the Company shall notify the employee of his discharge by registered mail, to his last address on record with the Company.
4. Recalled to work following a layoff by registered mail and fails to contact the Company within five (5) calendar days of the date notice of recall was received and/or fails to report to work within ten (10) calendar days of the date notice of recall was received.
5. Layoff for a period longer than:
  - (i) six (6) months with less than two (2) years of Company seniority at the time of layoff;
  - (ii) twelve (12) months with two (2) to five (5) years Company seniority at the time of layoff.
  - (iii) eighteen (18) months with more than five (5) years to ten (10) years of Company seniority at the time of layoff.
  - (iv) Employee with more than ten (10) years of Company seniority or more will have recall rights as follows:
    - Nineteen (19) months with more than ten (10) years Company seniority at the time of layoff;
    - Twenty (20) months with more than eleven (11) years Company seniority at the time of layoff;
    - Twenty-one (21) months with more than twelve (12) years Company seniority at the time of layoff;
    - Twenty-two (22) months with more than thirteen (13) years of Company seniority at the time of layoff;
    - Twenty-three (23) months with more than fourteen (14) years of Company seniority at the time of layoff;

- Twenty-four (24) months with more than fifteen (15) years Company seniority or more at the time of layoff.

(v) leaves the bargaining unit to act as Supervisor for three (3) months in any calendar year. Extensions may be granted upon agreement between the Company, Local Union and employee. Such extensions will not be unreasonably withheld.

(vi) as per the provisions of Article 9.05

**9.04** Seniority shall be maintained and accumulated during absence due to layoff until seniority provisions of the Agreement are fulfilled.

**9.05** Seniority shall be maintained and accumulated and all benefits will continue on the following basis:

1. Absence due to an occupational accident or illness which occurred while the employee was performing work for the Company will maintain seniority for a period of 3 years. This three (3) year period may be extended if the employee is able to perform work on a regular basis in a reasonable foreseeable future.
2. Absence due to illness or accident a period of three (3) years. This three (3) year period may be extended if the employee is able to perform work on a regular basis in a reasonable foreseeable future..
3. Authorized leave of absence for a period of three (3) years.

**9.06** In all cases of promotion, demotion, layoff, decrease of workforce, bumping, and recall after a layoff, the Company shall consider the following factors:

**1. Seniority Principle**

The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term “seniority” as used herein shall have reference to an employee’s right to a job based upon his length of service with the Company and his potential to efficiently fulfil the job requirement.

2. The ability, physical fitness, knowledge, training, and skill of the individual to perform the job in question.
3. All promotions, transfers, filling of vacancies, layoffs, termination, and rehiring after layoffs or termination will be done strictly in accordance with the principles set forth in 9.06 (a) (b).

**9.07**

In the event of a layoff or decrease of the workforce:

1. An employee affected may apply his Company seniority to displace another employee with less Company seniority provided he has ability, physical fitness, knowledge, training, and skill. Employees wishing to displace a junior employee will be entitled to a fifteen (15) working day training period. He must exercise his seniority within five (5) working days of being informed of such displacement or he will be deemed to have made an election under (2).
2. An employee affected may elect to accept a layoff status rather than to exercise seniority to replace a less senior employee. Once having made this decision, he shall be eligible for recall only on the job from which he was laid off.
3. An employee who bumps, or who is displaced as a result of a bump, or laid off and is subsequently recalled to work must return to the position held immediately prior to any such bump or layoff.

**9.08****(a) Layoff Notice Or Pay In Lieu Of Notice**

In the event of a shutdown or layoff (temporary or otherwise) at the Company's operation resulting in the loss of employment the Company will provide, but not as a result of inevitable accident:

1. Notice of two (2) weeks if the lay-off is for one (1) to four (4) weeks in length, or pay of up to two (2) weeks where notice of two (2) weeks is not given.
2. Notice of three (3) weeks if the lay-off is for four (4) to six (6) weeks in length or pay of up to three (3) weeks where notice of three (3) weeks is not given.
3. Notice of four (4) weeks if the layoff is for six (6) to eight (8) weeks in length, or pay of up to four (4) weeks where notice is not given.

If the layoff extends beyond the predicted length of time, an employee's amount of pay in lieu of notice will be extended to one (1) week of pay for every year of service rounded up to the next year.

**Example**

If an eight (8) year employee is laid off for a seven (7) week period and is given four (4) weeks notice he would receive no pay in lieu of notice.

If an eight (8) year employee is laid off for a seven (7) week period and is given no notice of lay-off that employee will receive four (4) weeks pay.

If an eight (8) year employee is laid off for a seven (7) week period and was given proper notice and then the lay-off is extended that employee will receive one (1) week pay for each additional week of lay-off to a total pay-out of one week per year of service, in this case eight (8) weeks.

If an eight (8) year employee is laid off for a seven (7) week period and is not given notice that employee will receive four (4) weeks pay in lieu of notice. Furthermore, if the lay off is extended beyond the seven (7) week period the employee will receive one (1) additional week of pay for each additional week of lay-off to a total of eight (8) weeks pay-out. This eight (8) weeks of pay-out in this case will include the four (4) weeks of pay at the time of lay-off when proper notice was not given.

Effective March 1, 2002, if there is a shutdown or layoff (temporary or otherwise) as a result of an inevitable accident at one of the Company's customer's operations the employees affected will be given two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice. Or a combination of pay and notice equaling two (2) weeks.

**9.09** When a layoff is for more than eight (8) weeks employees will receive notice of layoff equal to one (1) week per year of service rounded up to the next year. In any event there shall be no less than two (2) weeks notice of lay-off or pay in lieu of notice.

Failing such notice the Company will provide the employee with pay, at an employee's regular rate of pay an amount equal to one (1) week of pay per year of service rounded up to the next year or a combination of notice and pay equal to the employee's years of service rounded up to the next year.

**9.10** Employees who are recalled for vacation relief or to replace an employee who is ill or injured will receive notice of layoff or pay in lieu of notice on the following basis:

1. Employees recalled from layoff for vacation relief will be notified prior to returning as to how long the employee they are replacing will be on vacation. This will also serve as their notice of layoff.
2.
  - (i) Employees recalled from layoff to replace an employee who is ill or injured will receive one (1) week's notice of layoff or pay in lieu of notice if their return to work is for less than eight (8) weeks.
  - (ii) Employees recalled from layoff to replace an employee who is ill or injured will receive two (2) week's notice of layoff or

pay in lieu of notice if their return to work is for a period of more than eight (8) weeks.

3. Employees who are recalled for vacation relief or to replace employees who are ill or injured and are subsequently laid off, but not as a result of employees returning to work from vacation, illness or injury, their layoff notice or pay in lieu of notice will fall under the terms and conditions of Article 9.08.

**9.11** Seniority lists shall be posted within sixty (60) days of the signing of this Agreement and quarterly thereafter, with a copy of the posted seniority list being sent to the Union office.

**9.12** The provisions of Articles 9.06 and 9.07 do not apply to layoffs considered by the Company to be of a temporary nature of a week or less.

**9.13** An employee who is temporarily reassigned from his regular job shall be paid the standard hourly rate of the job and applicable premiums to which he is transferred providing such rate is not less than that of his regular job. If the rate of the job to which he is temporarily reassigned is less than the rate of his regular job, he shall be paid the rate of his regular job and applicable premiums during the period of such temporary reassignment. A temporary reassignment will not prevent the posting of temporary or permanent jobs.

## **ARTICLE 10 - JOB POSTING**

**10.01** There shall be two (2) types of job postings:

- (i) Permanent job vacancy – A full time permanent job vacancy
- (ii) Non-permanent or temporary vacancy – this is a vacancy in which the regular full time employee is absent for longer than forty (40) working days.

An employee who wishes to be considered for a job vacancy will file an application with the Personnel Department of the Company.

**10.02** When a permanent job vacancy occurs, the job will be posted on the Company and Union notice boards throughout the mine site for seven (7) consecutive days. Persons within the department where the job vacancy occurred will be given first preference. If no one within the department possesses the required ability and qualifications for the job, then employees who applied from other departments will be considered.

**10.03** If no applications are received, or if none of the applicants possess the required ability and qualifications, the Company may hire a qualified person to fill the vacancy.

**10.04** Applicants will be considered on the basis of provisions relating to seniority, ability, physical fitness, knowledge, and training to perform the job. When the job has been filled, a notice specifying the name and seniority date of the person filling the job shall be posted for a period of seven (7) calendar days.

**10.05** For the purpose of the job posting, the departments of the Company shall be:

1. Mine Operation
2. Surface Operation
3. Coal Preparation - Plant

**10.06** A successful job applicant shall be released to his new job as soon as possible, but in any event, not later than thirty (30) calendar days after the closing of the job posting.

**10.07** Non-permanent or temporary vacancies in existing permanent positions lasting no longer than forty (40) working days need not be posted.

Within the Surface Department or Coal Preparation Plant Department, vacancies will be filled based on seniority, and his ability to efficiently fulfill the job requirement.

Within the Underground Department, vacancies will be filled within the section or from the spareboard based on his ability to fulfill the job requirement. Should there be no one available within the section or spareboard, management will assign the workforce.

**10.08** Non-permanent or temporary vacancies in existing permanent positions lasting longer than forty (40) working days must be posted. The job will be posted on the Company and Union notice boards throughout the mine site for seven (7) consecutive days. Persons within the department where the job vacancy occurred will be given first preference. If no one within the department possesses the required ability and qualifications for the job, then employees who applied from other departments will be considered.

Only one job posting will be created with the application of this Article. The vacancy created by the successful applicant to the job posting will be filled from the spareboard or as directed by management. There will be no subsequent job postings created.

When the regular full time employee returns, the successful applicant will return to their previous position.

**10.09** When an employee is successful in obtaining a job for which he has applied, he will not be permitted to make application for other posted jobs for a period of six (6) months unless it is for a higher pay rate job. If an

employee accepts a job, and asks to return to his previous job within thirty (30) shifts, he is not eligible to bid on another job for twelve (12) months.

**10.10** Departmental seniority shall mean the length of continuous service in the department (date of award of job).

**10.11** Company seniority will apply for the purpose of bidding on entry level jobs only.

## **ARTICLE 11- HOURS OF WORK AND OVERTIME**

**11.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or hours of work per day or per week, or of days of work per week.

**11.02** The standard work week for all employees shall be forty (40) hours made up of five (5) days of eight (8) hours each. The work week shall begin and end at 12:01 a.m. Sunday except for agreed work schedules.

The work day will be eight (8) hours and the work week will be forty (40) hours.

The work day shall be the period beginning at an employee's regularly scheduled start time and terminating twenty-four (24) hours thereafter.

**11.03** The normal scheduled hours of work shall be:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

The lunch periods shall be one-half (1/2) hour paid as though worked. Employees on continuous operations, where necessary, shall continue all necessary supervision of machinery and maintenance of services.

**11.04** The Company will establish work schedules averaging not more than forty-two (42) hours per week. The Union agrees to jointly apply with the Company for any necessary governmental approval of schedules in excess of forty (40) hours per week. Before implementing any major change of schedule, the Company will discuss and agree to the proposed schedule with the Union.

**11.05** (a) 4x4 shifts will consist of twelve (12) consecutive hours in any twenty-four (24) hour period based on a work cycle which is eight (8) consecutive weeks (four shifts on, four shifts off) averaging forty-two (42) hours per week commencing with the start of the work cycle. Employees shall be paid at straight time for the first

forty (40) hours and overtime for the additional two (2) hours (averaged over the work cycle).

- (b) An employee on 12 hour (4x4 shifts) shall commence his shift from employment (foreman's office) and end his shift of deployment (foreman's office). There shall be two (2) thirty (30) minute lunch breaks on Company time during which the employee shall continue all necessary supervision of machinery and maintenance services.

**11.06** Underground schedules shall be arranged to provide approximately eight (8) hours from tag-in and tag-out, but variations from such schedules not exceeding fifteen (15) minutes, which do not occur consistently, shall be disregarded. Any delay greater than fifteen (15) minutes in transporting employees from underground, which is due to necessary repair work or safety consideration, or causes beyond the Company's control, shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked.

**11.07** One and one-half (1½) times the base rate will be paid for all hours worked by an employee for any of the following reasons:

1. Hours worked on scheduled days off.
2. Hours worked in excess of eight (8) hours in the work day.
3. Hours worked beyond forty (40) hours straight-time hours in the work week.
4. Hours worked beyond or after an employee's regular shift.
5. Double time after two (2) hours.
6. Double time will be paid for the second scheduled day off provided employee works first scheduled day off.
7. All overtime will be distributed as equitably as possible among the employees in a particular job classification.

**11.08** Overtime shall not be paid more than once for the same hours worked and there shall be no pyramiding of overtime or other premium pay.

**11.09** An employee who reports for work on his regular shift, without having been notified that no work is available, shall be paid four (4) hours' pay at his regular rate of pay.

**11.10** If an employee is called out to work, he will receive a minimum pay of four (4) hours at one and one-half (1½) times his basic rate.

**11.11** If an employee is given less than forty-eight (48) hours' notice of a change of his shifts, or if a change of his shifts provides twelve (12) or less hours of rest between shifts, the employee shall receive one and one-half (1½) times his basic rate for all hours worked on the first shift of the change. A shift change occurs when an employee's start and finish times are both changed.

**11.12** Employees working unscheduled overtime for two (2) hours or more beyond their normal shift shall be entitled to a twelve dollar (\$12.00) meal allowance.

A premium of twelve dollars (\$12.00) will be paid to employees that miss showers due to mechanical or electrical failures or act of God.

**11.13 Banking of Overtime**

The Company agrees to give the individual employee the option to receive overtime pay as specified in Article 11 or to receive Banked time off as follows:

**Examples**

(a) An employee who works ten (10) hours on a weekday would have the option of:

- (i) eight (8) hours straight time plus two (2) hours overtime, or
- (ii) eight (8) hours straight time plus three (3) banked hours.

(b) An employee who works eight (8) hours on a Saturday or Sunday would have the option of:

- (i) eight (8) hours overtime, or
- (ii) twelve (12) hours banked

(c) If double time is applicable the employee would be entitled to:

- (i) eight (8) hours pay at double time or,
- (ii) sixteen (16) hours of banked time

An employee may accumulate and re-accumulate up to a maximum of eighty (80) banked hours at any one time. The Company must approve any request to use banked days prior to the requested days off.

There will not be any more than one (1) employee off from each department at any one time on banked hours unless agreed to by the Company.

Days off will be awarded on a first come first serve basis. If more than one (1) person requests banked time at the same time then seniority will prevail.

## **ARTICLE 12 - APPRENTICESHIP PROGRAM**

**12.01** The Company will sponsor an apprenticeship training program in accordance with the laws of the Province of British Columbia when the Company deems it necessary.

**12.02** An apprentice shall be paid his regular base rate for time spent in school. Any subsidy paid by the government other than transportation or living away allowance will be deducted from wages paid. The Company agrees to pay for all materials required by the apprentice.

**12.03** The Company agrees that apprentices will be eligible for Union membership and come under the terms and conditions of this Agreement.

**12.04** An apprenticeship committee will be formed (two Company representatives and two Union representatives) which will meet from time to time to discuss problems that may arise in the apprenticeship program.

**12.05** Apprenticeship vacancies will be posted and will be evaluated and selected in the condition of the following:

1. Departmental and Company seniority;
2. Previous related apprenticeship training in the applicable trade;
3. Previous related experience or training in applicable trade;
4. Education qualifications;
5. Successful completion of the pre-apprenticeship examination.

**12.06** Apprentice wage scale:

1st year	75% of certified tradesman
2nd year	80% of certified tradesman
3rd year	85% of certified tradesman
4th year	90% of certified tradesman

**12.07** First Aid - The Company agrees to pay the cost of Level 3 First Aid Tickets, books, tuition and all lost time for those required to have Level 3 tickets. The above cost will be paid once every two years or as required by legislation to renew existing Level 3 tickets for a First Aid Attendant only.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

**13.01** Employees shall receive eight (8) hours pay at the basic straight-time rate and employees on 4X4 12 hour shifts will be paid 12 hours basic straight-time rate, and employees on voluntary 4x 10 hour shifts will be paid 10 hours basic straight time rate for each of the following holidays subject to the provisions set out below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
	1 Floater Day*

\* **Note:** Employee must have six (6) month's service to be eligible for the floater day.

\* **Note:** If an employee is absent for the entire calendar year they will not be entitled to the Floater Holiday for that year.

**13.02** For work performed on a Statutory Holiday, an employee shall be paid at one-and-one half (1½) times his basic hourly rate of pay in addition to the amount payable under 13.01 above.

**13.03** In order to qualify for Statutory Holiday Pay, an employee must have worked his last scheduled shift prior to, and his next scheduled shift after, such holiday except for reasons acceptable to the Company.

**13.04** To qualify for the Statutory Holiday Pay, the employee must have been on the Company's payroll continuously for a period of thirty (30 ) days prior to the holiday.

**13.05** When a Statutory Holiday falls within an employee's vacation, his vacation will be extended by an equivalent number of days as are designated as Statutory Holidays and he shall receive pay for those days according to 13.01. The vacation may be extended immediately prior to or immediately on termination of his vacation.

## ARTICLE 14 - VACATIONS

**14.01** For the purpose of this section, the vacation year shall be the employee's anniversary date.

<b>Years of Continuous Service</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
1 to 3 years	112 hours	5% of gross pay
3 to 5 years	144 hours	7% of gross pay
5 to 7 years	156 hours	8% of gross pay
7 to 14 years	176 hours	9% of gross pay
14 + years	200 hours	11% of gross pay

**14.02** (a) Regular vacations shall not be accumulated, but must be taken within the current vacation year, unless under special circumstances that both employee and Company agree to.

(b) The Company will make every effort to schedule vacation for married employees with school age children during the summer months.

(c) Vacation can be taken in multiples of one week, but not more than two splits of the entire vacation entitlement will be allowed.

**14.03** An employee who leaves the employment of the Company for any reason shall receive accrued vacation pay based on the employee's vacation entitlement.

**14.04** Employees will be allowed to take vacation in a minimum block of five (5) days.

**14.05** Vacation pay will be issued on a separate pay cheque from the normal pay cheque.

**14.06** Employees on LTD will not accrue vacation credits while during that absence.

## ARTICLE 15 - SAFETY & HEALTH

**15.01** The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment and also the shared responsibility placed upon the Company, the Union, and each individual employee by the Health & Safety Act of British Columbia and other applicable legislation. It is agreed that the Company and the employees, Union Stewards and Officers, and all levels of supervision shall co-operate fully to promote safe work practices, healthy conditions, and shall encourage compliance with safety rules and procedures.

**15.02**

The Occupational Health and Safety Committee shall be composed of management and an equal or greater number of workers representatives, and such committee shall have (1) two or more worker representatives, chosen by the workers, and (2) two co-chairpersons, one of the worker representatives and the other a management representative, and they may alternate chairing the meetings.

1. Mine Operation
2. Surface Operation
3. Coal Preparation - Plant

The Union and the Company will appoint one person on the Joint Health & Safety Committee to act as co-chairman for that committee. The Company and the Union will ensure that the representatives appointed to the committees have such qualifications as to enable them to complete inspection tours and report as required by any relevant legislation or Government directives. The inspection shall be conducted in each area by any one of the representatives of each party. The meetings of the Committee, again consisting of any one of the representatives from each side, shall be held at least once per month. Prior to the meeting, the inspection tour of operations will be conducted. The inspection tour report will be discussed at the monthly meeting. The Committee shall also discuss:

- (1) Any reportable accidents or reportable incidents as required by the B.C. Occupational Health & Safety Division that occurred in the previous month, the causes and preventative measures;
- (2) Any safety & health complaints;
- (3) Any proposed changes in the safety and health procedures or rules;
- (4) Results of any tests or surveys pertaining to the health and safety of the employees.

**15.03**

The Company accepts any standards now or hereafter set down by the Department of Labour, Occupations Health & Safety Division, Mines Branch, or similar relevant government authority with respect to maximum permissible levels of toxic materials or contaminants in its operations.

**15.04**

Mine inspections shall be done monthly prior to the Safety Meeting. When the Mines Inspector is carrying out any mine inspection, he will be accompanied by the Union co-chair or his designate of the Occupational Health & Safety Committee, if requested.

- 15.05** A Union member of the relevant Joint Health & Safety Committee shall be notified immediately and shall conduct, on behalf of the Union, a thorough investigation of any reportable accident or reportable incident as required by the B.C. Occupational Health & Safety Division.
- 15.06** In the case of a fatality arising from an accident or condition at work, the Local Union shall be notified and two of its representatives shall conduct a full investigation into the fatality.
- 15.07** After receiving permission from the Manager or his designated representative, the Union representative shall be permitted entry to the Company's operations in order to carry out their required inspection.
- 15.08** The following items of personal protection equipment and apparel shall be supplied by the Company on a loan basis and the employee will be required to sign for them and return them in good condition for wear and tear expected. If the employee fails to do so, he shall be charged with their replacement charges.

**Safety Supplies**

- |   |                               |
|---|-------------------------------|
| * Welding Shields (air flow)              | * Prescription Safety Glasses |
| Face Shields                              | * Ear Muffs                   |
| * Safety Glasses                          | Hair Nets                     |
| Safety Goggles                            | * Safety Vests (traffic)      |
| Dust Masks                                | * Self Rescuers               |
| Dust Filters                              | * Miners' Lamp Belts          |
| Respirators                               | * Hard Hats                   |
| Ear Plugs                                 | * Winter Liners               |
| Protective Clothing: fire, chemical, etc. |                               |

\* These items will be issued on a replacement basis.

**Note:** The Company will maintain a supply of insulated coveralls for employees who require them.

- 15.09** Employees who require corrective lenses must possess safety lenses and safety frames prior to signing of this Agreement (also new employees). The Company will pay the cost of an employee's original safety lenses and safety frames with side shields and thereafter will replace safety lenses and/or safety frames when an employee can substantially claim they were damaged at work. The Company will not be responsible for costs under this section that may be recoverable from other sources such as Health Plan or Workers' Compensation.

## 15.10

### Employees' Right to Refuse

- (a) **(1.10.1)** A person shall not carry out any work or operate any equipment, tool, or appliance if he has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) **(1.10.2)** A supervisor shall not knowingly perform or permit a worker to perform work which is, or could create, an undue hazard to the health or safety of any person.
- (c) **(1.10.3)** A person who refuses to carry out any work or operate any equipment, tool, or appliance, in compliance with section 1.10.1, shall forthwith report the circumstances to his supervisor.
- (d) **(1.10.4)** The supervisor receiving a report under section 1.10.3 shall forthwith investigate the matter and ensure that any hazardous condition is remedied without delay; or if, in his opinion the report is not valid, he shall inform the person who made the report.
- (e) **(1.10.5)** If the procedure provided for in section 1.10.4 fails to resolve the issue and the person continues to refuse to carry out the work, the supervisor or other management representative shall forthwith make an investigation in the presence of the person who made the report, together with another person having knowledge of the work in question and who is
  - (i) a worker representative or designate of the OHSC if available, or
  - (ii) designated by the local union to represent the person refusing to carry out the work, or
  - (iii) a co-worker selected by the person refusing to carry out the work.
- (f) **(1.10.6)** If the person still refuses to carry out the work after his supervisor and the other person have investigated the issue in accordance with section 1.10.5, and are both of the opinion that no undue hazard exists and that
  - (i) the refusal is considered to be justifiable for reasons peculiar to that particular person and,

- (ii) there is no justification for an alternate person to refuse to carry out the work in question then, the supervisor, after informing the alternate person of the reason for the refusal, may have him perform the work.

**15.10** (g) **(1.10.7)** If the procedures in sections 1.10.4, 1.10.5 and 1.10.6 fail to resolve the issue, the manager shall

- (i) conduct an investigation and either develop a plan that is acceptable to the persons who will do the work and which will allow the work to proceed safely, or suspend further work and,
- (ii) if the work is suspended or allowed to proceed, submit a report to the OHSC, local union, and an inspector, that describes the incident, shows compliance with the code and describes any remedial actions taken.

**15.11** (a) The OHSC Co-Chairpersons or their designates shall participate in the investigations of reportable accidents, dangerous occurrences and any other unusual accident or unexpected event which had the potential to result in serious injury.

(b) The OHSC Co-Chairpersons or their designates shall be informed as soon as possible, but within four (4) hours of the event, or accidents that cause injuries which require medical aid and, if they deem it necessary, they shall participate in the investigation.

(c) The manager and all persons working at the mine shall cooperate fully with the OHSC by:

- (i) providing it with every reasonable facility for carrying out its inspections and investigations;
- (ii) allowing it access to all reports, plans, and records pertinent to the work of the OHSC; and
- (iii) correcting the safety hazards noted in the OHSC minutes within thirty (30) days or by the date agreed by the OHSC committee.

## **ARTICLE 16 - LEAVE OF ABSENCE**

**16.01** An employee may be granted leave of absence without pay for personal reasons provided:

- (1) A request is made, in writing, at least seven (7) days in advance; and

(2) The leave is for a reason(s) acceptable to the Company.

- 16.02** A leave of absence may be extended if there is a good reason to do so. The employee must request the extension, in writing, prior to the expiration of his initial leave.
- 16.03** Employees, to a maximum of three (3) provided production is not affected, who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business, not to exceed fifteen (15) days, may be granted a leave of absence without pay by the Company. The Union shall notify the Company, in writing, as early as possible prior to the start of the leave, but not less than fourteen (14) calendar days, of the names of the members requiring leave. Seniority shall accumulate during such period.
- 16.04** The Company shall grant one (1) employee a leave of absence without pay for up to one (1) year to work in an official capacity of the Union, provided such a request is made by an authorized representative of the Union. This leave will be extended in yearly increments upon request by the Union.
- 16.05** An employee called for jury duty, or as a subpoenaed witness in a criminal proceeding before the court, shall be paid each day of jury service or subpoenaed witness on which he was scheduled to work, the difference between his regular straight time rate of pay and the payment he received for jury service. The employee will present proof of service and the amount of pay received.
- 16.06** Pregnancy and Parental leave shall be granted in accordance with the Employment Standards Act of the Province of British Columbia.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

- 17.01** In the event of a death in an employee's immediate family, the employee, with the approval of his supervisor, is eligible for twenty-four hours paid bereavement leave within the province and forty-eight (48) hours for out-of-province. Depending upon the circumstances, leave may be extended through a formal request for leave without pay or by combining with vacation time owing. Request for extended leave must be approved by the employee's supervisor. "Immediate family" shall be defined as spouse (common-law status included), parent, step-parent, grandparent, brother, sister, child, grandchild, brother and sister-in-law, father and mother in-law.

Notwithstanding the above, in the event of the death of an employee's spouse and/or children, the employee will be entitled to forty (40) hours bereavement leave within the province without loss of pay.

**Note:** Employees will qualify for 48 hours only if they attend the funeral out of province.

## **ARTICLE 18 - EMPLOYEE BENEFITS**

### **18.01 (a) Group Life Insurance**

#### ***Employee Life Insurance***

The level of benefit is equal to three (3) times the employee's regular annual rate (2080 hours X employee's regular rate), rounded to the nearest \$1000.

#### ***Dependent Life Insurance***

- Spouse's coverage - \$10,000
- Child's coverage - \$5,000

### **(b) Accidental Death & Dismemberment**

The level of benefit is equal to three (3) times the employee's regular annual wage (2080 hours X employee's regular rate), rounded to the nearest \$1000.

### **(c) Weekly Indemnity**

Weekly benefit of five hundred ten dollars (\$510.00) on May 1<sup>st</sup>, 2007 per week to a maximum of 52 weeks. There is no waiting period for disabilities resulting from accidental injury or from the first day of hospitalization. Benefits are paid from the 4th day due to sickness.

**Weekly benefit increased to five hundred twenty dollars (\$520.00) on May 1<sup>st</sup>, 2008 and to five hundred and thirty dollars (\$530.00) on May 1<sup>st</sup>, 2009.**

The amount of Weekly benefit is the amount of which employee is insured at the time disability starts. The amount of Weekly benefit may be reduced by payments from other sources.

Employees will be eligible for weekly benefits while appealing W.C.B. decisions as agreed by the Company and Union and must be paid back if appeal is successful.

### **(d) Long Term Disability**

This benefit provides 66 2/3% of employee's regular monthly wage. Regular monthly wages are computed as 2080 hours X employee's regular rate divided by twelve.

Benefits commence on completion of the Weekly Indemnity program and continue thereafter for the period of total disability, but not beyond a two (2) year period as per group insurance from the insurance carrier.

**(e) Extended Health Benefits**

Extended Health benefits include drugs and semi-private hospital coverage, ambulance charges, out of Canada expenses, and hearing loss expenses.

Survivor's benefits of 12 months.

**(f) Medical Services Plan**

The Provincial B.C. Medical Services Plan provides coverage for all B.C. residents.

**(g) Vision Care**

100% reimbursed in any 24 consecutive month period for adults and 12 consecutive month period for children. Maximum of two hundred and fifty dollars (\$250.00) in a twenty-four (24) month period.

The Company agrees to pay for one eye examination in a twenty-four (24) month period for adults and a twelve (12) month period for children under the age of eighteen (18)

**(h) Dental Benefits**

This program provides 100% coverage of basic services and 60% coverage of restorative services, based on the current year fee of the College of Dental Surgeons schedule of your province of residence. Orthodontic services are payable at 50%.

**(i) EAP**

The Company shall enroll all employees in the "Upper Island Assessment Referral Service" (January 1, 1998)

***Qualification Periods:***

Employees shall be eligible for (a) Life and (b) A.D. & D. benefits following 30 continuous days of employment. Employment and eligible dependents will be able to participate in the remaining programs following 60 days' continuous employment.

This is a summary of the benefits provided by Quinsam Coal Corporation. These benefits may be subject to limitations and administrative procedures. The employee's rights and benefits are governed by the terms of the group insurance policy, plan document, of plan text providing the group benefits.

All of these benefits are provided for the employees and his eligible dependents at no cost.

- (j) The Company will pay the full cost of the Health and Welfare benefits and full coverage will continue for six (6) months from the employee's last date of layoff, with the exception of Long Term Disability Benefits which shall cease on the date of the layoff. Furthermore, the Company will continue to pay and provide the Group Life Insurance and the Accidental Death & Dismemberment provisions for two thirds (2/3) of the employee's recall rights.

## **ARTICLE 19 - SEVERANCE PAY**

**19.01** The Company will also provide severance pay of one (1) week of pay per year of service rounded up to the next year:

- (i) At the employee's option this severance pay may be taken at the time of lay-off or at the expiry of an employee's recall rights or at any time between the time of lay-off and the expiry of recall rights. It is understood that if an employee chooses to take severance pay then his recall rights are automatically expired;
- (ii) The Company agrees to pay out severance pay within forty-eight (48) hours of the employee's request.

## ARTICLE 20 - WAGES

<b>UNDERGROUND</b>	May1/06	May 1/07 3%	May 1/08 3%	May 1/09 3%
Certified Journeyman	30.35	31.26	32.20	33.17
Continuous Miner Operator	29.73	30.62	31.54	32.49
Face Miner	27.83	28.66	29.52	30.41
General Miner	26.41	27.20	28.01	28.85
Underground Trainee	23.19	23.89	24.61	25.35
<b>SURFACE</b>				
Lead Hand	27.21	28.03	28.87	29.74
Heavy Equipment Operator	25.44	26.20	26.99	27.80
Truck Driver	24.02	24.74	25.48	26.24
Labourer	20.79	21.41	22.05	22.71
<b>COAL PREPARATION PLANT</b>				
Lead Hand	27.21	28.03	28.87	29.74
Plant 1 Operator	25.44	26.20	26.99	27.80
Plant 2 Operator	24.02	24.74	25.48	26.24
Labourer	20.79	21.41	22.05	22.71
<b>MAINTENANCE</b>				
Certified Journeyman	27.96	28.80	29.66	30.55
Repairman 1 <sup>st</sup> Class	25.44	26.20	26.99	27.80
Serviceman	23.64	24.35	25.08	25.83
Maintenance Helper	19.79	20.38	20.99	21.62
Labourer	20.79	21.41	22.05	22.71
<b>ADMINISTRATION</b>				
First Aid Warehouse 1	24.84	25.59	26.36	27.14
First Aid Warehouse 2	25.67	26.44	27.23	28.05

## ARTICLE 21 - PREMIUMS AND ALLOWANCES

- 21.01** #2 Continuous Miner Operator Premium shall receive \$0.92 per hour in addition to their classified rate for all hours worked underground.
- 21.02** Boot and clothing allowance will continue as per present arrangements
- 21.03** A shift differential of \$0.80 shall be paid for each hour worked between 3:00 p.m. and 7:00 a.m.

**21.04** Weekend premium of \$ 1.50 shall be paid for each hour worked on scheduled shifts Saturday and Sunday.

Shift and weekend premiums are not paid for hours an employee works on overtime rates.

**21.05** All tradesmen to receive \$375.00 yearly tool allowance upon proof of purchase.. Employees must have proper set of tools.

**21.06** Employees working unscheduled overtime for two (2) hours or more beyond their normal shift shall be entitled to a twelve dollar (\$12.00) meal allowance.

**21.07** A premium of twelve dollars (\$12.00) will be paid to employees that miss showers due to mechanical or electrical failures or act of God.

## **ARTICLE 22 - DISCIPLINE**

**22.01** (a) In the event an employee receives a Stage 1,2, or 3 warning, or suspension, and said employee does not receive any further written warning, suspension, or discharge within one (1) year from the date of said warning or suspension, then the last original warning or suspension shall be removed from the employee's file and will not be used against him at any future time.

(b) When appropriate, a letter of discipline regarding warning, suspension, or discharges shall be given to the employee in a meeting held by the Company with a Union Representative in attendance.

(c) All suspensions and terminations will be processed through the Grievance Procedure at Stage 3.

## **ARTICLE 23 - GENERAL PROVISIONS**

**23.01** The Company agrees to provide the Union with a bulletin board to be prepared and located as mutually agreed, provided that the use of such bulletin board shall be restricted to the posting thereon only such notices as have been signed by the President or other authorized signing officer of the Union and have received the prior approval of the Company, which approval shall not be unreasonably withheld, and which notices shall be restricted to the following types:

Notices of Union meetings;

Recreational and social affairs;

Notices of Union elections, appointments and results of the Union elections.

**23.02** The Union recognizes the Company's rule prohibiting the unauthorized distribution or posting of pamphlets, handbills, or other publications on the premises of the Company and agrees that no pamphlets, handbills, or other publications shall be distributed or posted by the Union or its representatives or members on the premises of the Company without the Company's approval.

**23.03** Except where otherwise provided, any notice which either party desires to give to the other may be given by registered mail as follows:

To the Company:  
Quinsam Coal Corporation  
P.O. Box 5000  
Campbell River, B.C.  
V9W 5C5

To the Union:  
United Steelworkers  
Local Union 9347  
7820 Edmonds Street  
Burnaby, BC V3N 1B8

**23.04** Any notice under this Agreement sent by registered mail shall be deemed given and received as of the date of the letter as "backstamped" in the Campbell River Post Office.

**23.05 Humanity Fund**

For the purpose of International Aid and Development, the Company agrees to deduct twenty dollars (\$20.00) from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund.

**United Steelworkers  
National Office Humanity Fund Dept.  
234 Eglinton Avenue E., 7<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1K7**

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

The first Humanity Fund deduction as aforesaid shall be for the fifth (5<sup>th</sup>) week following ratification of this Agreement.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

## **ARTICLE 24- TECHNOLOGICAL CHANGE**

**24.01** Where the Company intends to introduce new technological equipment that shall result in decreased hours of work or layoff, the matter shall be discussed with the Union in advance to review the implementation process and discuss any other implications.

## **ARTICLE 25 - PENSION FUND ALLOWANCE (Retroactive to May 1, 2007)**

**25.01** Effective May 1, 2007, the Company will contribute \$0.50 per hour worked to the Vancouver Steelworkers Pension Plan ("the Steelworkers Pension Plan") on behalf of each employee who is a Pension member of the Steelworkers Pension Plan for each pay period.

Effective May 1, 2009, the Company will contribute \$0.60 per hour worked to the Vancouver Steelworkers Pension Plan .

**25.02** The contributions shall be delivered by mail (or such other method as may be agreed to) to the Steelworkers Pension Plan by the Company within 15 days after the end of each calendar month in which the pay period ends, or as soon as reasonably possible thereafter.

**25.03** Upon reasonable request by the Trustees of the Steelworkers' Pension Plan (the "Trustees"), the Company shall provide all information necessary to satisfy the Trustees that the Company is properly calculating and remitting contributions in accordance with this article. Such information will include, but may not be limited to:

- i) a complete list of all employees in the bargaining unit in a given month, inclusive of employees who were hired after the commencement of the month and employees who were laid off or whose employment was terminated prior to the expiry of the month; and;
- ii) or each employee listed, a list of the hours worked and social insurance number for each employee.

**25.04** The Company shall provide to the Trustees such information as is necessary to enable the Trustees to properly administer the plan, including, without limiting the generality of the foregoing, all documentation and information as may be reasonably requested and which is necessary to calculate pension entitlements for beneficiaries and to enable the Trustees to comply with the Pension Benefits Standards Act.

- 25.05** The Union agrees that other than making contributions to the Steelworkers Pension Plan and providing information to the Trustees as required by articles 0.03 and 0.04 above, the Company has no other obligations with respect to the Steelworkers Pension Plan whatsoever.
- 25.06** The Steelworkers Pension Plan and the Trust Agreement do not form part of this Collective Agreement and are not incorporated by reference into this Collective Agreement.
- 25.07** The Union and the Company agree that the Company's obligations contained in this article, including the Company's obligations to the Trustees, may be enforced at the instance of the Union pursuant to the grievance and arbitration procedures of this Collective Agreement.

**ARTICLE 26- DURATION OF AGREEMENT**

**26.01** This Agreement shall be for the period from and including May 1, 2007, and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement which is April 30, 2010, or immediately preceding the last day of April, in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

**26.02** Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement, whichever shall first occur.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**



Dated this \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**

**LETTER OF UNDERSTANDING #2**

**BETWEEN: QUINSAM COAL CORPORATION**  
*(hereinafter called "the Company")*

**AND: UNITED STEELWORKERS**  
**ON BEHALF OF LOCAL UNION 9347**  
*(hereinafter called "the Union")*

**RE: Insurance Carriers**

It is agreed that the Company and the Union will review the benefit levels and policy restrictions of each Insured Benefit. The Company also agrees that the Union may request the change of carriers providing the premium cost is not greater than the existing policy, there are no additional costs to the company and finally there is an enhancement in benefit level for the employees. The company shall not unreasonably withhold its consent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**

**LETTER OF UNDERSTANDING #3**

**BETWEEN: QUINSAM COAL CORPORATION**  
*(hereinafter called "the Company")*

**AND: UNITED STEELWORKERS**  
**ON BEHALF OF LOCAL UNION 9347**  
*(hereinafter called "the Union")*

**Re: Dave Murray, Marvin Ruttan, Wayde O'Connell**

It is agreed by Quinsam Coal Corporation and USWA Local 9347, that as per current practice, the above noted employees will be asked to return to the CPP department as vacancies occur.

These employees to return to their underground positions when the vacancy is no longer open. As per current practice Notice in Lieu does not apply.

This Letter of Understanding supercedes the newly negotiated provisions of Article 10.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**

**LETTER OF UNDERSTANDING #4**

**BETWEEN: QUINSAM COAL CORPORATION**  
*(hereinafter called "the Company")*

**AND: UNITED STEELWORKERS  
LOCAL UNION 9347**  
*(hereinafter called "the Union")*

**RE: Apprenticeship Program**

As per Article 12.04 of the current collective agreement, the Company and the Union hereby undertake to review the current apprenticeship language contained within Article 12 and will meet to discuss the possibility of implementing an apprenticeship program at Quinsam Coal.

The first meeting will take place within thirty (30) days of ratification of the collective agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

\_\_\_\_\_  
**Paul Krivokuca**

**THE UNION**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**

**LETTER OF UNDERSTANDING #6**

**BETWEEN:**           **QUINSAM COAL CORPORATION**  
*(hereinafter called "the Company")*

**AND:**               **UNITED STEELWORKERS**  
**LOCAL UNION 9347**  
*(hereinafter called "the Union")*

**RE:**               **Employee Retention Program**

Due to the challenges facing the mining industry with recruitment, retaining and enhancing the skills of the workers, both the Company and the Union agree to develop an employee retention program. The committee will review retention bonuses, performance based incentive programs, hiring criteria, mentoring of new employees, apprenticeships and other programs in order to ensure that employees are in a competitive employment position and that their skills are being developed.

The first meeting will take place within one hundred and twenty (120) days of ratification of the collective agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

\_\_\_\_\_  
**Paul Krivokuca**

**THE UNION**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**

**LETTER OF UNDERSTANDING #7**

**BETWEEN: QUINSAM COAL CORPORATION**

*(hereinafter called "the Company")*

**AND: UNITED STEELWORKERS  
LOCAL UNION 9347**

*(hereinafter called "the Union")*

**RE: Northwest Pozzolan**

**The Company hereby agrees to grant voluntary recognition to the United Steelworkers, Local 9347 at the processing plant of Northwest Possolan should the plant be built.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**

## LETTER OF UNDERSTANDING #8

**BETWEEN: QUINSAM COAL CORPORATION**

*(hereinafter called "the Company")*

**AND: UNITED STEELWORKERS  
LOCAL UNION 9347**

*(hereinafter called "the Union")*

**RE: 4 X 4 – 10 hour Voluntary Underground Shifts**

The Company may post 4 X 4 10 hour Underground shift schedules, and subject to the required number of employees volunteering to fill such schedules the following will apply:

- 0 Voluntary 4 X 4 10 hour shifts shall be posted for a period of sixteen (16) weeks and employees volunteering to fill such positions, will remain in these shifts for the 16 week duration.
- 1 If the required number of employees do not volunteer, the voluntary shift schedule will not proceed
- 2 Employees volunteering to fill these positions will be awarded them in seniority order providing the employee has the skills to perform the job.
- 4 Shift schedules shall not be changed unless they coincide with pay periods.
- 5 The Company may post the following voluntary shift schedules

### **Ten Hour Shift – Steady Days**

**Ten (10) hrs/day, Forty (40) hrs/week, Monday to Friday**

### **Ten Hours Shift - Continuous:**

Ten (10) hours per day which is based on a work cycle that is eight (8) consecutive weeks (four (4) shifts on, four (4) shifts off) averaging thirty five (35) hours per week. The normal hours of work shall be

- i) Day Shift – To be determined in consultation with employees on voluntary shift
- ii) Night Shift – To be determined in consultation with employees on voluntary shift

When employees are working the 4 X 4 10 hour shift cycle, employees will be given scheduled optional days of overtime to receive forty hours of work each week of each pay period.

- 6 All scheduled optional overtime shifts on the 4 X 4 – ten (10) hour shift schedule are not allowed to be banked.
- 7 Employees working on the 10 hour 4 X 4 shift will receive a premium of 3% for all straight time hours worked.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Signed on Behalf of:**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**Paul Krivokuca**

\_\_\_\_\_  
**Randy Gatzka**

\_\_\_\_\_  
**Jim Parnell**

\_\_\_\_\_  
**Rick Harvey**

\_\_\_\_\_  
**Iaian Campbell**

\_\_\_\_\_  
**Ryan Brown**