

COLLECTIVE AGREEMENT

BETWEEN

Elkview

Teck

AND



November 1, 2010 - October 31, 2015

COLLECTIVE AGREEMENT

Between

TECK COAL LTD. – ELKVIEW OPERATIONS

And

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

LOCAL 9346

TABLE OF CONTENTS

GENERAL PURPOSE.....	4
ARTICLE 1 SCOPE OF EMPLOYEES.....	5
ARTICLE 2 MANAGEMENT RIGHTS	8
ARTICLE 3 NO STRIKES OR LOCKOUTS	9
ARTICLE 4 SAFETY AND HEALTH.....	10
ARTICLE 5 SENIORITY.....	14
ARTICLE 6 LINES OF PROGRESSION/JOB POSTING SYSTEM.....	21
ARTICLE 7 HOURS OF WORK.....	28
ARTICLE 8 OVERTIME AND SPECIAL PAY.....	31
ARTICLE 9 STATUTORY HOLIDAYS	35
ARTICLE 10 VACATION.....	37
ARTICLE 11 LEAVE OF ABSENCE	41
ARTICLE 12 OFFICERS, COMMITTEES AND STEWARDS	45
ARTICLE 13 PROCEDURE FOR SETTLING DISPUTES	46
ARTICLE 14 ARBITRATION	50
ARTICLE 15 DISCIPLINE AND DISCHARGE	51
ARTICLE 16 HEALTH AND WELFARE	54
ARTICLE 17 GENERAL PROVISIONS.....	57
ARTICLE 18 APPRENTICESHIP PROGRAM	63
ARTICLE 19 LEADHANDS	65
ARTICLE 20 TRAINING.....	65
ARTICLE 21 TECHNOLOGICAL CHANGE	71
ARTICLE 22 CONTRACTING OUT	72
ARTICLE 23 JOINT LABOUR MANAGEMENT	73
ARTICLE 24 TERM OF AGREEMENT	74
APPENDIX "A" JOB CLASSIFICATION / RATES (\$/HR).....	75
APPENDIX B COAL PLANT OPERATIONS/MAINTENANCE	76
APPENDIX C MINE MAINTENANCE	77
APPENDIX D MINE OPERATIONS	78
LETTER OF UNDERSTANDING #1 CODING OF TIME SPENT ON UNION BUSINESS.....	79
LETTER OF UNDERSTANDING #2 CONTRACTING OUT COMMITTEE/DOBIE DUES	82
LETTER OF UNDERSTANDING #3 PROBATIONARY PERIOD	83
LETTER OF UNDERSTANDING #4 UNION ACTIVITY HOURS.....	84
LETTER OF UNDERSTANDING #5 TERM. OF EMPLOYMENT AFTER PROLONGED ABSENCE.....	85
LETTER OF UNDERSTANDING #6 TRADES WORK ASSIGNMENT	86
LETTER OF UNDERSTANDING #7 BUSSING	87
LETTER OF UNDERSTANDING #8 ACCUMULATION OF SENIORITY DURING LAY-OFF	88
LETTER OF UNDERSTANDING #9 STUDENT EMPLOYMENT.....	89
LETTER OF UNDERSTANDING #10 POST RETIREMENT BENEFITS	91
LETTER OF UNDERSTANDING #11 OVERTIME BANKING.....	92
LETTER OF UNDERSTANDING #12 FORCED OVERTIME.....	95
LETTER OF UNDERSTANDING #13 SPECIAL ASSIGNMENTS	96
LETTER OF UNDERSTANDING #14 SPLIT CLASSIFICATION OVERRIDE RATE	99
LETTER OF UNDERSTANDING #15 COAL PLANT 3 SHIFT SCHEDULE	99

GENERAL PURPOSE

The Parties are agreed that the general purpose of this Agreement is to promote harmonious industrial relations in the mutual interest of the Company and its employees; to provide for the operation of the Mine under methods which will ensure the safety, health and welfare of the employees; the highest level of economy and efficiency of operations, and quantity and quality of output, orderliness of mine and plant; to maintain an uninterrupted operation at the highest level of performance; to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 1
SCOPE OF EMPLOYEES

- 1.01 (a) Term "employees" as used in this Agreement means production and maintenance employees of Teck Coal Limited, working in the Elk Valley at the Elkview Operations mining site on Highway 3 near Sparwood, B.C. except, office and technical employees, foremen, employees above foremen, L.P.A.'s and those excluded by the B.C. Labour Code.
- (b) Words importing the masculine gender shall include the feminine.
- 1.02 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.01.
- 1.03 Employees and/or Union representatives shall not engage in any Union activity during working hours, except as expressly provided for in this Agreement, or as otherwise mutually agreed upon.
- 1.04 The Company recognizes that it is not normally the function of persons of or above the rank of Supervisor to perform work which is normally performed by employees in the bargaining unit except under emergency conditions, for purposes of testing or training or to assist employees for short periods of time where bargaining unit employees are not readily available and it is necessary to perform those duties to ensure work is being done safely and production is not interfered with.
- 1.05 Designated Individuals - it is expressly understood and agreed that notwithstanding anything contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals who agree to be given special experience or training in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company not exceeding at any one time one per cent (1%) of the employees; and to promote and demote such individuals and direct their efforts from time to time, provided however, that the employment of any such individuals shall not affect the seniority nor result in the demotion of any employee, and further that any such designation of individuals will last for a period no more than four (4) calendar months. Individuals named under this clause will be placed with the regularly assigned employee who will familiarize this person with his job function.
- 1.06 Each employee shall as a condition of his hiring or continued employment:
- (a) Authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form agreed to between the Company and the Union.
- (b) Become a member of the Union and maintain membership in good standing.

1.07 (a) The Company will honour written assignment of wages for Union dues, and death benefit assignments and shall remit such dues to the Union monthly in a form agreed to by the Company together with information as to the persons from whose pay such deductions have been made. All such deductions shall be remitted to the Union no later than the 15th day of the month following the month in which such deductions were made.

(b) The Union shall advise the Company, in writing, of the amount of union dues to be deducted from employees each 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 4N7

The monthly remittance shall be accompanied by a completed USW R115 Form.

(d) A duplicate R115 Form shall be forwarded by facsimile to:

- (i) United Steelworkers Local 9346 Union Hall
Attn: Financial Secretary @ (250)425-0086, and
- (ii) United Steelworkers, Servicing Staff Office
Attn: Staff Representative @ (250)368-5568.

(e) The Company agrees to print the amount of union dues deducted for each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).

1.08 The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of Articles 1.06 and 1.07.

1.09 If an employee works less than twenty (20) hours in a pay period, his dues shall not be deducted for that pay period (paid days on vacation and paid holidays will be considered as days worked).

1.10 The Company shall provide the Union with the following information:

- (a) Upon request, a list of bargaining unit members showing names, addresses and telephone numbers.
- (b) Once a month, notification of new hire(s), resignation(s), retirement(s) or death(s).

ARTICLE 2
MANAGEMENT RIGHTS

- 2.01 The Company shall retain, maintain and exercise all managerial rights, authorities, and prerogatives, subject only to the express terms and provisions of the Agreement.

ARTICLE 3
NO STRIKES OR LOCKOUTS

- 3.01 The Union agrees that neither the Union nor its officers nor representatives, nor its members, nor the employees, shall in any way authorize, encourage or participate in any strike, work stoppage, walk-out, slow-down or any act of similar nature which would in any way interfere with, limit or impede the operations of the Company during the term of this Agreement.
- 3.02 The Company agrees that there shall be no lockout of employees during the term of this Agreement. In the event the Company should lockout its employees in violation of this Agreement, the Union shall have the right to seek all remedies that it may be entitled to by law.

ARTICLE 4 SAFETY AND HEALTH

- 4.01 It is in the interest of all concerned to ensure high standards of Safety and Health at the Company's operations in order to prevent industrial injury and illness.

To this end, it is expected that all persons on Elkview Operations property shall co-operate to promote safe work conditions, practices, and enforcement of reasonable rules of conduct and safety on the property. In the interest of safety the Company will provide sound safety education and training programs. In order to meet mutual objectives in matters related to safety and health, a Joint Occupational, Health, Safety and Environment Committee (JOHSEC) will be established as outlined below.

- 4.02 A joint Management/Union Occupational Health Safety and Environment Committee shall be composed of an equal or greater number of union representatives chosen by their peers, one of which shall be the Occupational Health and Safety Co-Chairperson. There shall be one (1) person from the Plant, Pit Operations, and Mine Maintenance, and not more than three (3) members appointed by the Company. The function of the JOHSE Committee shall be to recommend solutions to problems relating to the promotion of safety, health and the environment on the job site, and shall conduct meetings and monthly tours in accordance with the Health, Safety, and Reclamation Code for Mines in B.C.

- 4.03 The Company shall provide to the JOHSE Committee the following information:

- (a) An information sheet on toxic chemicals used in the various processes, including emergency procedures as per H.S.R. Code for Mines in B.C. (2003) WHMIS;
- (b) Information on major new tools and equipment;
- (c) A copy of all first aid reports for employees; and
- (d) A monthly summary of injuries sustained on the job by employees and statistics pertaining to them.

- 4.04 There shall be regularly scheduled safety meetings on Company time which will normally be scheduled during regular working hours for all members of every crew once per month. Meetings will not normally be scheduled so as to coincide with shift end.

Meetings will be held where noise from operations does not unduly interfere. Safety meetings will include in their agenda:

- (a) Reading of the previous meeting's minutes for errors or omissions;
- (b) Outstanding safety items from previous meetings and progress update, if any;
- (c) Report of new safety concerns or suggestions will be recorded and discussed; and
- (d) Summary of the JOHSE Committee previous minutes if available.

Further, it is recognized that the use of safety videos, guest speakers or other outside sources can serve as useful tools for promoting health, safety, and environmental awareness.

- 4.05 An employee who is injured on the job and is unable to complete his shift will have his regular earnings maintained for the balance of that shift. Those employees on scheduled overtime shifts will be paid the applicable overtime for actual hours worked, or scheduled hours at straight time rates, whichever is greater.

- 4.06 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 and serviceable condition (fair wear and tear excepted). If the employee fails to do so, he shall be charged with their replacement costs:

Personal Protection Equipment And Apparel

Safety Hat	Cutting Goggles
Safety Glasses	Aprons and Face Shields
Respiratory Protection	Safety Belts and Lines
Hearing Protection	Safety Shields for Cutting and Grinding
Reflector Vests	Balaclava
Hot Gloves	Safety Locks
Welder's Gloves	Flashlights
Goggles	Electrician's High Voltage Gloves
Asbestos Gloves	Rubber Gloves
Rubber Boots (Steam Cleaner)	Lined Gloves (Steam Cleaner)
Safety Chin Straps	Knee Pads
Safety Hat Liner	Welding Lenses

- 4.07 New employees who require corrective lenses must possess safety lenses and safety frames prior to the commencement of work. The Company will pay the cost of an employee's original safety lenses and safety frames with sideshields and thereafter will replace safety lenses and/or safety frames when an employee can substantiate they were damaged while at work. The Company will not be responsible for costs under this Article that may be recoverable from another source such as a Health Plan or Workers' Compensation.
- 4.08 Employee's time while involved in authorized crew safety meetings, on the mine site, will be considered as time worked while in attendance at such meetings.
- 4.09 The cost of Medical Examinations required in compliance with the Health, Safety, and Reclamation Code shall be paid for by the Company. All employees shall be required to take such examinations outside regular working hours and shall be paid four (4) hours pay at straight time and these hours shall not be considered as hours worked for the purpose of calculating overtime.
- 4.10 The Company and Union agree to co-operatively conduct safety incident investigations where required. Such investigations will involve supervision and/or a Company Safety Officer and a Union Safety Representative. Prior to the conclusion of that work day, if possible, the Union Safety Representative and Company will prepare the proper documentation and forward their report to the appropriate personnel. Time spent will be paid in accordance with article 11.06(e).

- 4.11 The Company will make available to each employee a copy of their relevant Safety Policies and Procedures, information on hazardous materials, and supply each employee, a copy of the Mines Act and Health, Safety and Reclamation Code For Mines in British Columbia.
- 4.12 The Company and the Union shall provide each other with copies of reports sent to the Provincial Mines Inspector concerning safety-related dispute(s) or accident(s) and will also advise each other on other appropriate safety-related matters.
- 4.13 The Company will familiarize the Union Safety Chairperson, and upon request, other members of the JOHSE Committee, with the equipment and techniques of sampling and analysis for potentially toxic substances monitored by the Company. He/they will also be instructed in the techniques of monitoring for subsidence in the mine spoil.
- 4.14 In accordance with the BC Health, Safety, and Reclamation Code (Section 1.10 Employee's Right to Refuse Work), a person shall not carry out any work or operate any equipment, tool, or appliance if he has a reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

ARTICLE 5 SENIORITY

- 5.01 It is recognized that job opportunity and security shall increase in proportion to length of employment. In cases of vacancy, promotion, demotion, transfer between jobs, training opportunities, decrease in the working force and recall after lay-off, senior qualified employees shall be entitled to preference in accordance with the specific provisions outlined.
- 5.02 Employees who have not completed three hundred and sixty (360) regularly scheduled hours (exclusive of overtime) worked within a six (6) month period shall be considered probationary employees and shall have no seniority. Upon completion of the probationary period, an employee shall acquire seniority and his name shall be entered on the seniority list according to his most recent hiring date. For the purpose of this clause the probationary period shall commence on the first day of employment. Probationary periods may be amended for service as a special assignment employee as outlined in Letter of Understanding #3.
- 5.03 There shall be one (1) type of seniority; namely Company.
- (a) The Company seniority means the length of time of his continuous employment with the Company since his last hiring by the Company.
 - (b) Departments for the purpose of definition shall be, but not limited to the following:
 - i) Mine Operations
 - ii) Mine Maintenance
 - iii) Coal Plant
 - iv) Warehouse
 - (c) If the transfer of an employee is required by the Company, from one Department to another, for the efficient conduct of operations or because an employee is transferred for considerations of health or safety, the provisions contained within 6.02(b) will not apply.
 - (d) On being transferred at the employee's request, (i.e. job posting, bump, etc.) the provision contained within 6.02 (b) will apply.

5.04 Employees who have acquired seniority shall have that seniority maintained and accumulated during:

- (a) The period of time that an employee is absent and is in receipt of weekly indemnity, long term disability benefits up to one hundred and fifty six weeks (156) weeks.
- (b) Authorized absence under Article 11.
- (c) Absence if injured while working and in receipt of W.C.B. benefits.
- (d) Lockouts.

5.05 Employees who have acquired seniority shall have that seniority maintained but not accumulated during:

Absence due to lay-off not exceeding;

- (a) One (1) year where the employee has less than two (2) years of seniority.
- (b) Two (2) years where the employee has two (2) or more years of seniority. Plus one (1) additional month for each year of seniority, up to an additional six (6) months.
- (c) Strikes.

5.06 An employee who has acquired seniority shall have that seniority completely lost and his employment as an hourly employee terminated if he:

- (a) Quits his employment with the Company.
- (b) Is discharged but not reinstated under the grievance procedure.
- (c) Is laid off for a period beyond that described in Article 5.05(a) and (b).
- (d) Is sent notice of recall by double registered mail to his last address of record with the Company and fails to report within fifteen (15) days of receipt of notice, unless he has contacted the Company and has received an extension to report. A notice of re-call which has been returned as unclaimed or refused will be considered received.
- (e) Accepts a salaried position.
- (f) Is absent due to temporary illness or injury beyond the period provided for in Article 5.04(a) .

- 5.07 (a) The Company shall maintain an up-to-date "Company" seniority list and a "Company" seniority list by Department showing each employee's order of seniority with his name, payroll number, employment date, and classification.
- (b) The seniority list shall be posted on all department bulletin boards every month and a copy sent to the union.
- (c) The seniority for employees hired on the same day will be determined by earliest birth date in the calendar year.
- 5.08 An employee refusing recall under Article 5.06(d) for work expected to exceed two (2) months will be deemed to have terminated and shall lose all recall rights. All employees interested in being recalled for work that is expected to be less than a two month period must provide written notification to the Company, prior to recall. An employee may make a change in status by providing written notification to the Company prior to any recall. Those employees who then decline will be deemed to have terminated and shall lose all recall rights.

5.09 Permanent or Indefinite Layoff

- (a) i) In the event of a reduction of a classification resulting in a lay off of thirty(30) calendar days or more, the employee with the least Company seniority will be reduced from the classification. An employee displaced from his classification may displace an employee in any other classification within the bargaining unit on the basis of Company seniority, provided he has the skills and ability to perform the normal requirements of the job without training or re-training or can reasonably be trained on those jobs described in 5.09 (a) (iii) in thirty (30) calendar days. The employee being displaced shall be the employee with the least Company seniority in that classification.

Skills and ability as referred to in Article 5 and 6 shall include the following:

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

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

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

- ii) Employees displaced from their classification may displace other employees as outlined in (i) above, or elect to be laid-off from the Company.

- iii) Employees who require training will be given the opportunity to train for the following entry level positions marked with a ■ (Labourer, Steam Bay and Haulage Truck (Mine Operations)).

5.10 Temporary or Emergency Layoff

- (a)
 - i) In the event of a reduction of employees resulting in a lay off of eight (8) calendar days or less, the employee with the greatest Company seniority within the department, within the classification required, from the crew who normally do the work, shall be required to work.
 - ii) The eight (8) calendar day time limit may be extended by mutual agreement of both parties.
- (b)
 - (i) In the event of a reduction of employees resulting in a layoff of at least nine (9) calendar days but less than thirty (30) calendar days, the employee with the greatest Company seniority within the department within the work area affected will be retained provided he has the skills and ability to perform the required work without training, or re-training. The employee being displaced shall be the employee with the least Company seniority within the department in the work area affected. For the purpose of this clause, work areas shall be defined as follows:
 - 1) Mine Operations
 - 2) Mine Maintenance:
 - Main Shop/Field
 - Machine Shop
 - Predictive Maintenance
 - Shovel/Drill Crew
 - Overhaul Crew
 - 3) Warehouse
 - 4) Coal Plant:
 - Operations
 - Maintenance

- (ii) For work areas identified in 5.10 (b)(i) (2) tradesmen who are displaced from their current work area as a result of a lay-off under 5.10 (b)(i) may elect to displace another tradesperson in the same trade in another work area in 5.10 (b)(i)(2) based on the following:
 - (a) In those work areas where work is to be performed during the lay-off period, fifty percent (50%) of the tradesmen retained shall be from the crew in the work area that normally performs the work.
 - (b) Tradesmen who are displaced from their current work area may exercise the option to displace a less senior employee in another work area until such time the fifty percent (50%) of the crew in that work area has been filled.
 - (c) This will only occur on crews where there are a minimum of three employees from the same trade working on the crew who normally do the work in the work area affected.
 - (d) In cases where the number is not divisible by two (2) then it shall be rounded up one (1) number for the purpose of defining (a) above.

5.11 The Parties will meet as far in advance as possible to discuss the orderly application of the provisions of Article 5 with respect to lay-offs, closure of a work area(s) and crew reductions.

5.12 Employees laid off will be recalled in the inverse order of seniority, provided they possess the skills and ability to perform the required work without training or re-training.

It shall be the responsibility of employees who have been laid off and wish to be available for recall to keep the Employee Relations Department informed of their current mailing address.

5.13 Laid off employees are to have recall rights not to exceed those expressed in Article 5.05 (a) and (b) from the date of last lay-off.

5.14 Crew Reduction

- (a) i) Where there is a crew reduction resulting in a change of classification which does not involve lay-off, employees so reduced will be entitled to displace junior employees within their department on the basis of Company seniority provided they have the skills and ability to perform the required work without training or re-training.
- ii) Employees displaced as a result of the exercise of a more senior employee's preference, may also elect to displace a more junior employee within their existing department on the basis of Company seniority provided they have the skills and ability to perform the required work without training or re-training.
- iii) Employees who are unable to displace other employees will be able to choose a vacancy for which they have the skills and ability to perform the required work without training or re-training. The Company will post a list detailing all current vacant positions for eight (8) calendar days. Employees will choose from that list in order of their Company seniority.
- iv) In all cases the employee being displaced shall be the employee with the least Company seniority in that classification.

- (b) Where there is a crew reduction of tradesmen resulting in a change of classification within his department which does not involve lay-off, the tradesperson must first fill a vacancy in the same trade in another department. Should there be no vacancy the tradesperson may displace, on the basis of Company seniority, the least senior employee in the same trade in another department, providing the employee has the skills and ability to perform the required work. This clause only affects tradesmen where the same trade is practised in more than one (1) department.
- (c) Where there is a crew reduction of tradesmen not resulting in a change of classification within his department which does not result in lay-off, the tradesperson may displace, on the basis of his Company seniority within the department the least senior employee in his trade in his current department.
- (d) For a crew reduction, other than described in 5.14 (c) which does not result in a change in classification within the department, reductions will be done on the basis of Company seniority amongst the employees in that classification on that crew.

Employees displaced from their crew may displace on the basis of their Company seniority the least senior employee in their current department and classification.

ARTICLE 6
LINES OF PROGRESSION/JOB POSTING SYSTEM

- 6.01 (a) The following departments shall have Lines of Progression:
- i) Mine Operations
 - ii) Mine Maintenance
 - iii) Coal Plant
- (b) Other vacancies will be subject to the provisions as outlined in this Agreement.

6.02 Lines of Progression:

- (a) There will be two (2) types of Job Postings within a Lines of Progression.
- i) Entry Level Job Postings ■
 - ii) Departmental Job Postings ▲
- (b) To be eligible to post on Departmental job postings or to advance through the lines of progression, the employee must be in the new department for a minimum of six (6) calendar months.
- (c) The Company will not be required to post positions above jobs marked with a square in the Lines of Progression charts with the exception of those defined by a triangle provided:
- 1) there is an eligible qualified employee within that Line of Progression;
 - 2) failing the above, there is a qualified employees within that line of progression.

Where an eligible qualified employee or a qualified employee in that line of progression is awarded the job, the Company will post the name and seniority date of the employee who is awarded the job. If there are no eligible qualified employees or qualified employees within that Line of Progression the Company will post the job in accordance with Article 6.06.

- 6.03 (a) Permanent vacancies in a Line of Progression above the job defined with a triangle in mine operations and above those jobs defined by a square in all other departments shall be filled by the eligible qualified employee with the greatest Company seniority within the department in the job classification immediately below the vacant job. Failing this the job shall be filled by the qualified employee with the greatest Company seniority within the department in the job classification immediately below the vacant job.

- (b) Temporary vacancies in excess of one (1) shift shall be filled by the senior qualified employee on that shift in that Line of Progression.
 - (c) Temporary vacancies or assignments of one (1) shift or less may be filled by any qualified person.
- 6.04
- (a) Employees, except those in Trainee positions have the right to freeze themselves in the Line of Progression. Employees who exercise the right to freeze will sign a waiver form supplied by the Company and submit it to their supervisor.
 - (b) Employees who elect to freeze must remain frozen at least until the next employee in the Line of Progression has completed his training in the position that the frozen employee would normally have been trained on.
- 6.05
- (a) In the event an employee in a Trainee Position who has not completed all the prescribed training hours elects not to advance in a Line of Progression, or is unsuccessful in completing the training, he will be removed from further training.
 - (b) Employees who bid on positions that result in a change of classification and are unsuccessful in either completing the training or in performing the duties for the new classification will be returned to their former position if it remains vacant. Failing such a vacancy, the employee will be re-assigned to a vacant position for which he is qualified in his new department, and failing that, to a vacant position for which he is qualified elsewhere in the Company.
- 6.06 Job Postings
- (a) Notice of all job vacancies that require posting shall be made known on all appropriate department notice boards and shall be posted for eight (8) calendar days. Copies of job postings will be sent to the Union Hall.
 - (b) In awarding Job Postings to Entry Level Jobs (defined by a ■), the employee with the greatest Company seniority shall be awarded the job provided he possesses the ability to undertake the training. If there are no successful applicants the Company may recruit.
 - (c) i) In awarding Departmental Job Postings, (defined by a ▲) the employee with the greatest Company seniority within the Department shall be awarded the job provided he possesses the ability to undertake the training and has been working in the Department for six (6) calendar months.

- ii) Should there be no successful applicants under 6.06 (c) (i) the six month provision will be waived and the person with the greatest Company seniority within the department shall be awarded the job provided he possess the ability to undertake the training.
 - iii) Failing successful applicants based on 6.06 (c)(i) and 6.06 (c)(ii) with the exception of trainee positions, the Company will award it to the employee bidding with the greatest Company seniority outside the Department provided he possesses the ability to undertake the training. If there are no successful applicants, the Company may recruit.
- (d) In awarding all other job postings within a Department (except trainees and those jobs defined by a triangle), the Company shall consider the following factors:
 - i) Only qualified applicants will be considered;
 - ii) The seniority criteria described in 6.06 (c)

The determining factor between two (2) qualified applicants shall be seniority. Failing successful applicants within the department, the Company will consider other applicants based on Company seniority, and the qualified applicants with the greatest Company seniority will be awarded the job. Failing successful applicants, the Company may recruit.
- (e) If the posted job is in another department, the employee will accumulate time in the new department for the purpose of 6.02 (b) from the date of the award.
- (f) Every attempt shall be made to transfer an employee who is successful on a job posting within two (2) cycles of the posting being awarded, however the transfer will be in effect within four (4) cycles of the date of the award. In any event he will receive the new rate of pay for the job awarded if it is higher than his current rate no later than two (2) cycles after the posting is awarded.

6.07 (a) Notices of all job vacancies shall be in the following form:

<p style="text-align: center;">ELKVIEW OPERATIONS JOB VACANCY NOTICE</p> <p>DATE POSTED:_____ POSTING #:_____</p> <p>The following vacancy(ies) in the _____ Department for the job(s) of _____, which is paid at the rate of \$_____ per hour. This vacancy is currently on _____ shift, but is subject to change.</p> <p>Applications will be deposited by the employee in boxes provided in the main dry and coal plant dry.</p> <p>The closing date for this posting is _____.</p> <p>Applications must be signed by the supervisor and employee.</p> <p><u>Note:</u> Employees requesting crew transfers in accordance with Article 6.13 or 6.16 of the Collective Agreement, should do so on the appropriate crew transfer form. Crew transfer forms are available from your supervisor.</p>
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(b) Employees who indicate a preference to a particular crew will only be awarded positions for the crew indicated.

6.08 An employee who applied for a Job Posting and is the successful applicant must accept the position. Employees may be excused from accepting such positions for medical reasons, provided such reasons are acceptable to the Company.

- 6.09 An employee is not eligible to bid on a vacancy within his existing department and classification except as specifically provided for.
- 6.10 An employee may make application in anticipation of up to two (2) job vacancies, (in order of preference), that may occur while he is absent on vacation or on approved leave of absence of two (2) work cycles or less. Such application must be made prior to the commencement of the leave or vacation period and shall be effective for that time period only. Should two (2) job vacancies for which the employee has so applied become vacant, he must accept the first for which he is qualified that becomes vacant.
- 6.11 A promotion is considered an upward change in classification and a demotion is considered a downward change in classification.
- 6.12 (a) Employees who hire into one department will not be eligible to bid on vacancies outside their department for a nine (9) month period, with the exception of employees hired at the entry level who may post on jobs outside their department above entry level after six (6) months.
- (b) An employee accepting a job outside his existing department must remain in the new department for a period of twelve (12) months before applying for a job posting in any other department.
- (c) Notwithstanding 6.12 (a) and (b), employees will be eligible to apply on apprenticeship notices and journeyperson trade positions.
- 6.13 Employees requesting crew transfers within their department and classification must do so on the appropriate form. Such requests will not be unreasonably denied. The Company will not be required to pay overtime rates for the exercise of the employee's preference, except if he works additional hours which qualify for overtime.
- 6.14 Prior to filling entry level positions that require posting, the Company will consider any requests received in accordance with Article 6.13. Failing that, the Company will fill the vacancy in accordance with the job posting procedures outlined in this Agreement.

6.15 Prior to filling any position other than those described in 6.14 that the Company determines needs to be filled, the Company will:

- (a) Consider any requests received in accordance with Article 6.13.
- (b) Consider any requests from eligible employees in that line of progression.
- (c) All eligible employees from 6.15 (a) and 6.15 (b) will be considered.
- (d) The job will be awarded to the employee in (c) above with the greatest Company seniority within the department.

TRADES TRANSFER SYSTEM

6.16 (a) The parties recognize the desire of tradesmen to change crews from time to time and agree that the trades transfer system will serve to channel such requests.

(b) Tradesmen are not eligible to bid on a vacancy within their own trade.

(c) Where it is considered necessary by the Company to fill a permanent vacancy, notice of such vacancy shall be posted for eight (8) calendar days on all bulletin boards.

(d) Prior to filling the posting the Company will:

- i) Consider all tradesmen who have submitted crew transfer requests for positions in their current trades.
- ii) The position shall be awarded on the basis of seniority, skills and ability, provided it does not interfere with the efficiency of the operation. Should the Company approve the transfer the employee must accept the new position.
- iii) The Company will not be required to pay overtime rates for the exercise of the employee's preference, except if he works additional hours which qualify for overtime.
- iv) Tradesmen who are successful in making a crew transfer to another department must stay in the new department for one (1) year before becoming eligible to change departments.
- v) All crew transfers must be received prior to the closing date of the posting to be considered for the vacancy.

(e) In awarding journeymen trade postings the Company will consider the following factors:

- i) Only qualified applicants will be considered;
- ii) The Company seniority of the individual applicant.

The determining factor between qualified applicants shall be their Company seniority. Failing successful applicants, the Company may recruit.

- (f) The parties recognize that the final vacancy may conclude in a different department from the original posting. The employee who has applied for the job posting and is the successful applicant must accept the position.

ARTICLE 7 HOURS OF WORK

- 7.01 This article is intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or of hours of work per day, or per week, or days of work per week.
- 7.02 (a) The term "work week" means that period of time commencing 8:00 a.m. on Monday and terminating one hundred and sixty-eight (168) hours thereafter.
- (b) The term "work day" means that period of time commencing at the start of shift and terminating twenty-four (24) hours thereafter.
- 7.03 At its discretion, the Company may from time to time initiate, maintain or discontinue to conduct, all or any part of its operations on a multiple shift and/or multiple continuous shift basis, subject to the pertinent statutes and regulations of the Province of British Columbia.
- Prior to introducing a shift schedule outside of those referred to in 7.04 the Company will meet with the Union to discuss the new schedule, the impact it will have on employees and consider alternatives that may arise from these discussions.
- 7.04 The Company may schedule any operation, employee or group of employees at other times because of emergencies, break-downs, preparation for start-up of work and efficiency of the operation. The normal hours of work for employees shall be based on one of the following schedules:
- (a) Eight (8) hours per day five (5) days per week.
- (b) Ten (10) hours per day four (4) days per week.
- (c) Twelve (12) hours per day based on a work cycle which is eight (8) consecutive weeks four (4) shifts on, four (4) shifts off, averaging forty-two (42) hours per week.

- (d)
 - i) Twelve (12) hours per day based on an alternating cycle of four (4) day shifts one (1) week followed by three (3) night shifts the next week averaging forty-two (42) hours per week.
 - ii) Twelve (12) hours per day based on an alternating cycle of three (3) day shifts one (1) week followed by four (4) night shifts the next week averaging forty-two (42) hours per week.
- (e) Normal shift starting times will be as follows:

Twelve Hour Shifts:

Day Shift	8:00 a.m.
Night Shift	8:00 p.m.

Ten Hour Shifts:

Day Shift	8:00 a.m.
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Eight Hour Shifts:

Day Shift	8:00 a.m.
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These starting times may be varied up to one (1) hour on either side of these times for experimentation purposes or to meet operational requirements. Starting times may vary beyond one (1) hour providing such times are mutually agreed to by the parties.

- 7.05 (a) Employees will receive their instructions in sufficient time to commence their shift at the designated starting time and work place and shall cease at the designated stopping time and place.
- (b) Departure and return to the dry of Mine Operations employees will be as follows:
 - i) Employees will receive their instructions in sufficient time to board the buses which depart the mine dry at 7:45.
 - ii) Buses will commence picking up employees for shift end in sufficient time to arrive at the dry at 8:00.
 - iii) Employees who arrive at the dry after 8:00 will be paid overtime as provided for in Article 8.03.

A premium of four dollars (\$4.00) shall be paid in recognition of the 15 minutes bus time spent on shift changes.

7.06 Paid Work Breaks

Eight-hour and ten-hour shift employees will have a lunch break of thirty (30) minutes, designated by the Company during the period of the fourth and fifth hours of the shift. They will have coffee breaks, at the work place, of ten (10) minutes each, designated by the Company during the periods of the second and third hours and the sixth and seventh hours of the shift.

- 7.07 Twelve-hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the fourth and fifth hours of the shift and the eighth and ninth hours of the shift.

OR

Twelve-hour shift employees will have a lunch break of thirty (30) minutes designated by the Company during the period of the fifth and sixth hours of the shift. They will have coffee breaks, at the workplace, of fifteen (15) minutes each, designated by the Company during the periods of the third and fourth hours and the eighth and ninth hours of the shift.

The selection of which system of breaks is most suitable for each area of the Operation will be at the discretion of the Company.

- 7.08 With respect to the lunch break provided in Articles 7.06 and 7.07, the employees shall continue all necessary supervision of machinery and maintenance of service but shall not be required to do any work which can reasonably be postponed to the end of their lunch break.

ARTICLE 8
OVERTIME AND SPECIAL PAY

- 8.01 Overtime will be voluntary provided that operating requirements are met.
- 8.02 (a) The Company will continue its present practice of ensuring that opportunities for overtime will be distributed as equitably as is practicable among the employees in the Department and in the classification who normally perform the work in the area for which overtime is required. A record of overtime opportunities will be posted in each department.
- (b) The parties are not precluded from mutually agreeing to alternative methods of distributing overtime opportunities.
- 8.03 An employee's working time shall be calculated to the one quarter (1/4) hour at which he is directed to stop work, or, if he is directed to stop work between one quarter (1/4) hour, to the one quarter (1/4) hour next following the time he is directed to stop work.
- 8.04 (a) An employee working unscheduled overtime for a period in excess of two (2) hours beyond the end of his normal shift shall be entitled to a hot meal and choice of beverage during the period of such overtime. An additional meal shall be provided for each additional four (4) hours of continuous overtime worked.
- (i) Employees working overtime for a period in excess of two (2) hours beyond the end of his normal shift shall receive a twenty (20) minute break.
- (b) Employees may opt to accept a twelve dollar (\$12.00) credit in lieu of an overtime meal once during any one (1) continuous period of overtime.
- 8.05 (a) An employee called out to work during other than his regular hours will be paid the applicable overtime rate for actual hours worked, or four (4) hours at his regular rate, whichever is greater.
- (b) Maintenance employees called out will not be required to perform work other than that for which they were called out, unless a second emergency situation arises.
- (c) Where an employee who reports for work for his regular or overtime shift, and who has not been notified not to report to work and is sent home because no work of any kind is available he shall be paid an amount equal to four (4) hours pay at his straight time hourly wage rate.
- 8.06 Consecutive hours worked will be deemed to fall in the same work day for the purpose of calculating overtime premiums for that day.

8.07 (a) Eight Hour Shift

One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of forty (40) hours in a work week;
- ii) the first eight (8) hours worked on scheduled rest days;
- iii) time worked in excess of eight (8) hours in a work day.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of ten (10) hours in a work day;
- ii) time worked in excess of forty-eight (48) hours per week, excluding those hours in excess of eight (8) in a scheduled work day;
- iii) time worked in excess of eight (8) hours on a scheduled rest day.

(b) Ten Hour Shift

One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of forty (40) hours in a work week;
- ii) the first eight (8) hours worked on scheduled rest days.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of ten (10) hours in a work day;
- ii) time worked in excess of forty-eight (48) hours per week, excluding those hours worked in excess of ten (10) in a scheduled work day;
- iii) time worked in excess of eight (8) hours on a scheduled rest day.

(c) Twelve Hour Shift (4X4)

One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for:

- i) the first twelve (12) hours worked on scheduled rest days.

Two (2) times the employee's regular hourly rate shall be paid for:

- i) time worked in excess of twelve (12) hours per day;
- ii) all hours worked in excess of twelve (12) hours on scheduled days off.

8.08 (a) Schedule Changes

- i) The Company shall give an employee forty-two (42) hours notice of a change in his regular schedule. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. This provision shall not apply to a new employee's initial assignment to a regular shift. Such hours worked will not be used for the calculation of overtime.

The provisions of this Article shall not apply to a change requested by an employee for personal reasons. No employee shall be allowed to change shifts under any circumstances without first receiving the approval of his immediate Supervisor.

- ii) During the week of transition where the employee works a combination of shifts (eight hour/twelve hour) the following will apply, and Articles 8.07 (a), (b), and (c) will not apply.

1. Eight (8) hour shifts going to twelve (12) hour shifts:

- i) after forty (40) hours per work week all hours worked will be paid at one and one-half (1 1/2) times;
- ii) after forty-eight (48) hours per work week all hours will be paid at two (2) times;
- iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.

2. Twelve (12) hour shifts going to eight (8) hour shifts or twelve (12) hour shifts going to twelve (12) hour shifts:

- i) one and one-half (1 1/2) times will be paid for the first twelve (12) hours in the work week that exceed the number of hours the employee would have worked on his old shift schedule;
- ii) two (2) times will be paid for all hours worked in the work week beyond those described in 8.08 (a) (ii) 2. (i);
- iii) all hours worked in excess of twelve (12) hours per day will be paid at two (2) times.
- iv) If an employee is not required to work a combination of shifts in the week of change, then the effective date of change is always 8:00 a.m. on Monday and Article 8.08 (a) ii) provisions do not apply.

(b) Shift Changes

The Company shall give an employee twenty-two (22) hours notice of a change in his regular shift pattern. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. Such hours worked will not be used for the calculation of overtime.

Overtime will be paid in accordance with Article 8.07 (a),(b), and (c).

8.09 There shall be no pyramiding of overtime.

- 8.10 As the twelve (12) hour shift schedule (4X4) results in an average of forty-two (42) hours per week over an eight (8) week cycle, an employee working such a schedule shall be paid one and one-half (1 1/2) times his regular hourly rate for the last two (2) hours of his scheduled shift in the week.

Any unpaid leave during the week shall result in an equal loss of the overtime payment set out above (ie. one hour absence shall result in a one hour loss of overtime).

For the purposes of this payment, floaters, statutory holidays, bereavement, non-rebillable paid union leave, jury duty, and vacation are considered as paid leave, however, employees scheduled on vacation must work or be scheduled on paid leave for at least one (1) day of their work cycle in any given work week to be entitled to the two (2) hour averaging pay. All other absences are considered as unpaid leave.

- 8.11 (a) An employee working at a higher paying job than his normal classification will receive the higher rate of pay for the actual hours worked in that higher classification unless those hours are in excess of one-half (1/2) of the scheduled hours of that shift, in which case the employee will receive the higher rate of pay for the entire scheduled shift. This provision will not apply to those employees receiving training in higher paying positions.
- (b) An employee temporarily assigned to work in a lower classification will be paid at his regular rate of pay.

8.12 Shift and Weekend Premiums

Employees working other than day shift shall be paid the following premiums per hour, in addition to their regular rate:

Twelve (12) Hour Shift Schedule

Night Shift - Ninety-five cents (95¢) per hour

- 8.13 Employees working on regular scheduled shift on Saturdays and Sundays shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour.

- 8.14 The premiums referred to in Articles 8.12 and 8.13 will not apply when overtime or other premium pay is being paid for the shift. These premiums will not be paid if the employee does not work on the shift attached to the premium.

ARTICLE 9
STATUTORY HOLIDAYS

- 9.01 (a) An employee shall receive a Statutory Holiday allowance equal to eight (8) hours pay at his regular rate for each of the following Statutory Holidays, provided he has complied with the provisions of Article 9.04, in accordance with the payment schedule outlined herein:

New Year's Day	Good Friday
Canada Day	Remembrance Day
Thanksgiving Day	B. C. Day
Boxing Day	Victoria Day
Labour Day	Christmas Day

Normally these days will be observed on the calendar day on which they fall commencing at day shift on the day in question, and will conclude twenty-four (24) hours thereafter.

- (b) An employee shall receive eight (8) hours Statutory Holiday allowance, except when an employee actually works on a Statutory Holiday or when an employee who is scheduled to work the Statutory Holiday is required by the Company to take the Statutory Holiday off. In these cases the employee will receive holiday allowance equal to the number of regular hours he was scheduled to work
- (c) i) Employees will be entitled to one (1) Floating Holiday as of each January 1st and July 1st of each calendar year, provided they have completed their probation period. Floating Holidays will be scheduled on an individual basis by mutual agreement between the employee and his supervisor. Payment for Floating Holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken.
- ii) Employees may bank Floating Holidays up to a maximum of four (4);
- iii) An employee will receive payment for any unused Floating Holidays upon the termination of his employment up to a maximum of four (4) as described in 9.01 (c) ii);
- iv) An employee who is off on Workers' Compensation, Weekly Indemnity or Long Term Disability shall continue to accumulate up to the maximum of four (4) Floating Holidays.
- 9.02 Employees who are requested to work on a Statutory Holiday and have complied with the provisions of Article 9.04, may elect to take an alternate day off without pay, in any calendar year. These days must be scheduled by mutual agreement between the employee and his supervisor. All lieu days will be waived at the end of the year following the year earned.

- 9.03 (a) i) For work performed on a regularly scheduled shift on a Statutory Holiday, an employee shall be paid one and one-half (1 1/2) times his basic rate in addition to any amount payable under Article 9.01 (a) and 9.01 (b). Such hours worked will not be used for the calculation of overtime.
- ii) An employee required to work on a Statutory Holiday shall be paid at two (2) times the employee's hourly rate for all hours worked in excess of his normal hours of work.
- (b) For work performed on a Statutory Holiday on a scheduled day of rest all hours will be paid at the applicable overtime rates.
- 9.04 (a) Except if he is on vacation or any authorized leave of absence, an employee shall not receive Statutory Holiday allowance if:
- i) He does not work his last regularly scheduled shift before or his first scheduled shift after the Statutory Holiday;
- ii) He fails to work on a paid Statutory Holiday which he has been scheduled to work;
- iii) The Statutory Holiday falls, while he is on lay-off that is scheduled for more than twenty (20) calendar days;
- iv) He has not completed his probationary period.
- (b) In applying Article 9.04 (a) i), an employee shall be deemed to have worked the qualifying shifts if his absence is excused and/or otherwise authorized by the Company. However, payment of such holiday pay in case of excused or authorized absence shall be limited to one (1) holiday per absence.
- In cases where the absence commences after the Remembrance Day Holiday and encompasses any or all of Christmas Day, Boxing Day and New Years Day, the employee will be paid for up to three (3) Statutory Holidays.
- (c) Only those employees who return to work with no modified duties will be eligible for an additional Statutory holiday payment as outlined in Article 9.04 (b) if there is a recurrence of absence prior to the next Statutory Holiday.
- 9.05 An employee shall be entitled to an additional day off without pay for each Statutory Holiday that falls within an employee's scheduled vacation period. The additional day must be taken consecutively with the vacation period or be lost.

ARTICLE 10
VACATION

10.01 (a) Employee's with seniority will be entitled to vacation in accordance with the following schedule:

<u>Accumulated Seniority</u>		<u>Entitlement</u>
After one	(1) completed year	96 Hours
After two	(2) completed years	96 Hours
After three	(3) completed years	120 Hours
After four	(4) completed years	120 Hours
After five	(5) completed years	144 Hours
After six	(6) completed years	180 Hours
After seven	(7) completed years	180 Hours
After eight	(8) completed years	180 Hours
After nine	(9) completed years	192 Hours
After ten	(10) completed years	192 Hours
After eleven	(11) completed years	192 Hours
After twelve	(12) completed years	204 Hours
After thirteen	(13) completed years	204 hours
After fourteen	(14) completed years	204 hours
After fifteen	(15) completed years	216 hours
After sixteen	(16) completed years	216 hours
After seventeen	(17) completed years	216 hours
After eighteen	(18) completed years	228 hours
After nineteen	(19) completed years	228 hours
After twenty	(20) completed	228 hours

	years		
After twenty-one	(21) completed years	228 hours	
After twenty-two	(22) completed years	240 hours	
After twenty-three	(23) completed years	240 hours	

For the purpose of this Article, one (1) completed year means three hundred and sixty-five (365) calendar days of employment where an employee's seniority has been maintained and accumulated.

- (b) For those employees whose seniority was maintained but not accumulated in accordance with Article 5.05, vacation entitlement will only be equal to the total number of days worked for which seniority accumulated.

10.02 Employees shall be required to submit their preference for vacation time to their immediate Supervisor before February 15th in each year. Following this the Company will post approved vacation schedules, by department, no later than April 15th. These vacation requests will be for April 15th of that year to April 14th the following year.

10.03 Preference for vacation entitlement will be determined on the basis of Company seniority within the department of those employees whose applications for vacation are received by February 15th in each year. Vacation requests received after February 15th will be allocated, based on the dates they are received, on a first received, first scheduled basis.

The Company will grant vacations at times most preferable to employees, provided that such requests do not unreasonably interfere with the requirements of operations.

Except for instances of a planned vacation shutdown or where an employee exercises preference, through job posting etc., vacation schedules, once approved, may only be changed by mutual consent.

10.04 Vacation time may be carried over from one vacation year to the next if prior written approval is obtained from the employee's Superintendent. Should vacation time not be taken by the end of the employee's vacation year, nor agreement reached on carry-over, vacation time will be lost and such employee will be paid out all vacation monies owed in the following pay period.

10.05 The Company will give three (3) months notice of a planned vacation shutdown. In the event an employee has scheduled and received approval for his vacation within the three (3) month period referred to above, the employee will have the option of taking his vacation as previously approved.

- 10.06 Through no fault of the employee, and upon receipt of proof of loss, the Company shall reimburse an employee for reservation deposits lost as a result of his approved vacation being rescheduled by the Company because of a planned vacation shutdown, provided the employee notifies the Company of his loss within two (2) weeks of the date he was rescheduled.
- 10.07 (a) Vacation time off may be broken into any block of shifts, provided the scheduling requirements outlined in 10.01 (b), 10.02, and 10.03 are followed.
- (b) Employees may take up to one (1) cycle of vacation in blocks of one (1) shift at a time.
- 10.08 (a) Vacation pay will be paid to an employee as a daily rate for each day of vacation taken.
- (b) The daily rate for vacation pay, as referenced in Article 10.08 (a), will be calculated at the employee's regular base rate of pay during the thirty (30) day period immediately preceding the vacation taken, times the employee's normal hours of work in a work day.
- i) Where an employee has changed job classification during the thirty (30) day period immediately preceding the vacation taken, vacation pay will be calculated using the base rate prior to the change in job class.
- ii) Where vacation is taken within thirty (30) days of a general rate increase as shown in Appendix "A", vacation pay will be calculated using the base rate prior to the general increase.
- iii) Where an employee has been continuously absent from work up to one (1) year for sickness, accident, or WCB, the employee is eligible for vacation and pay.
- iv) Where an employee has been continuously absent from work for over one (1) year for sickness, accident, or WCB, the employee is eligible for vacation hours but vacation pay will be reduced by one-twelfth (1/12th) for every thirty (30) consecutive days absent beyond one (1) year.
- v) Where an employee has been continuously absent from work for reasons other than sickness, accident, or WCB (such as maternity leave, parental leave, unpaid leave, etc.), the employee is eligible for vacation hours but vacation pay will be reduced by one-twelfth (1/12th) for every thirty (30) consecutive days absent.

- 10.09 The Company may allow employees to take an unpaid Leave of Absence as the last portion of his annual vacation for the purpose of rounding out his work period provided all vacation time and floaters have been exhausted. The work period shall be defined as an employee's complete period of days starting with his first scheduled work day and concluding at the end of the first occurring rest day.
- 10.10 Vacation pay will be paid on the pay day for the pay period in which vacation is taken.

ARTICLE 11
LEAVE OF ABSENCE

- 11.01 (a) i) An employee may be granted a leave of absence for sufficient reason. Such requests will not be unreasonably denied. Subject to such leave being granted, the employee(s) must use any banked time and floating holidays, and days in lieu first.
- ii) A leave of absence form must be in writing and authorized by a management representative. All requests for leave of absence and floaters will be answered by the Company, in writing, within ten (10) calendar days.
- 11.02 An employee who fails to return to work from an authorized absence may be disciplined up to and including discharge unless his reason for failure to return is acceptable to the Company.
- 11.03 (a) A bereavement leave with pay of four (4) consecutive regularly scheduled shifts will be granted to an employee upon a death in his immediate family, provided the leave is taken within seven (7) days of the funeral. Prior to taking such leave, the employee must advise his immediate supervisor. Immediate family means those named as related to the employee and include employee's: spouse, child or stepchild, parent or step-parent, brother, sister, parent-in-law, grandparent or grandchild.
- (b) Statutory Holidays are included as a shift for the purpose of this clause.
- (c) An employee eligible for a bereavement leave which occurs during his vacation shall be entitled to have that portion of his vacation rescheduled.
- (d) Employees on Bereavement Leave during a Statutory Holiday will be paid a Statutory Holiday allowance equal to the number of hours they would have normally been scheduled to work.
- 11.04 An employee who is called for jury duty or is subpoenaed as a witness (but not in his own defence), will be paid an allowance equal to the difference between the payment, excluding travel allowance, he receives for each day of such service and his straight time pay for work which he would have been scheduled and which he would otherwise have performed on those days.

11.05 Maternity Leave

- (a) A female employee shall apply in writing in accordance with 11.05(c) and shall be granted a maternity Leave of Absence to a maximum of twenty-four (24) consecutive weeks (or less as may be requested by the employee) or in accordance with the Employment Standards Act of B.C., whichever is greater.
- (b) An additional Leave of Absence, without pay, at the request of the employee because of related medical reasons which are substantiated to the satisfaction of the Company, shall be granted up to a total of six (6) weeks.
- (c) The employee shall give the Company thirty (30) calendar day's notice in writing of the day upon which she intends to commence her Leave of Absence and shall furnish the Company with the certificate of a legally qualified medical practitioner stating she is pregnant, and the estimated date of delivery.
- (d) An employee who intends to resume reemployment after maternity leave shall endeavour to give as much notice as possible, but in no case less than two (2) week's notice to her crew supervisor. She must furnish the Company with the certificate of a legally qualified medical practitioner stating she is able to resume full time work. On her return to work the Company shall reinstate the employee to her previous position, or should her former position be redundant, provide her with alternate work at no less than her job group at the time her leave of absence began.
- (e) The period of such leave shall be considered as Company service for seniority and vacation entitlement (but not vacation pay) only. The Company will continue to provide medical, extended health, dental and optical plan and group insurance benefits during the period of leave and the Company shall continue to make payment to the plan in the same manner as if the employee were not absent.

- 11.06 (a) Upon written request and on reasonable notice from the Union, the Company will grant leaves of absence to employees selected to do work for the Union, subject to the requirements of the operation.

Normally not more than three (3) employees will be granted leave at any one time. However, in situations of special training, such as shop steward or safety representative schools or seminars, leave without pay will be granted for up to an additional three (3) employees.

Not more than two (2) employee(s) from any one (1) shift in any one (1) department may be on leave at any one time.

The Union agrees to give the Company one (1) week notice in writing and such leaves are not to exceed two (2) weeks nor interfere with operations.

- (b) The Union will give as much notice as possible, but in no event less than two (2) weeks written notice. In such cases the Company will grant not more than one (1) employee a leave of absence for ninety-six (96) calendar days to work in an official capacity for the International Union. This leave may be extended for an additional ninety-six (96) calendar days for local representatives and is limited to three (3) consecutive ninety-six (96) calendar day extensions for International Representatives. During absence under this clause the employee's seniority continues to accumulate. Upon expiry of the leave he will return to work at the job which he left and if unable to do so will exercise his rights as per the terms of this Agreement. All benefits terminate while the employee is on leave as an International Representative.
- (c) Upon giving two (2) weeks written notice the Company will grant not more than two (2) employee(s) a leave of absence up to three (3) years in an official capacity for the local Union with the cost of benefits for the first such employee borne by the Company and for the second borne by the Union. During absence under this clause the employee's seniority will continue to accumulate. Upon expiry of the leave he will return to work at the job which he left and if unable to do so will exercise his rights as per the terms of the Agreement. Upon mutual agreement the time frames under this clause may be extended.
- (d) In the application of (b) and (c) above, it is agreed that the Company is entitled to replace the employees on leave with special assignment employees. Such replacements shall be for the period of leave only and in addition to the limit allowed for under Letter of Understanding #13.

- (e) The Company agrees to forward to the Union an amount equivalent to the hours outlined in Letter of Understanding #4 at Job Class 1 to pay for time lost by employees delegated by the Union for the purpose of conducting Union business as per Letter of Understanding #1. It will be the responsibility of the Union to manage and pay for that time. An employee and his supervisor will complete a Union Activity Report Form prior to leaving and upon returning to the work place. Time spent while on Union activity will be deducted from the employee's time card. Copies of completed forms shall be forwarded to the Union Hall.

ARTICLE 12
OFFICERS, COMMITTEES AND STEWARDS

- 12.01 The Union may appoint up to one (1) steward and one (1) safety representative for each supervisor. Additionally, the Union may appoint an alternate(s) for each of the above to act in the absence of the regular steward or safety representative.
- 12.02 The Union shall notify the Company in writing of the names of all Officers, Committee persons, Stewards, Safety Representatives, and members of the Grievance Committee and of any changes in the same. The Company shall post the names and titles of foremen.
- 12.03 The Union Officers, Grievance Committee persons, Stewards and Safety Representatives shall notify their supervisor and they shall arrange a mutually satisfactory time to leave their work to attend to their duties on the mine site as outlined in this Agreement. Such leave shall not be unreasonably withheld and will be paid in accordance with Article 11.06(e).

The functions of Stewards and Grievance Committee persons are to investigate and attempt to settle grievances. If in the course of investigating a grievance, a Steward or Committee persons enters a department or section of the operation other than that of their authorized work place, or if it involves the investigation of the condition of equipment, they must notify the responsible member of supervision and they shall arrange a mutually satisfactory time for such investigation. A supervisor shall accompany the Steward or Committee person to the place where the investigation is to be carried out. It is understood that the Steward or Committee person upon reaching the place where the investigation is to occur, shall have the opportunity of consulting privately with the employee(s) concerned.

- 12.04 The Company shall provide designated departmental bulletin boards for the exclusive use of the Union, where officers of the Union shall post notices.
- 12.05 Supervisors will make an earnest effort during the first shift to introduce new employees to their Shop Steward and Union Safety Representative. A new crew member will be introduced to his Shop Steward and Safety Representative.
- 12.06 Recognizing the obligations for the respective parties under the Human Rights Act of British Columbia the parties agree to work together to ensure that there shall be no discrimination towards any employee of the Company with respect to their employment because of sex, race, colour, place of origin, marital status, ancestry, religion, family status, physical or mental disability, sexual orientation or age of that person or that group or class of persons union membership or non-membership.

ARTICLE 13
PROCEDURE FOR SETTLING DISPUTES

- 13.01 (a) The parties agree that it is desirable that any complaints or grievances should be resolved as quickly as possible. Employees are therefore urged to try to settle their complaints with their Supervisor as soon as they occur.
- (b) The Company agrees to meet any of its employees, or their representatives, for the purpose of discussing grievances or complaints with the object of reaching a satisfactory solution. In the event of any meeting between any employee(s) and Company representatives that occurs during working hours, such employee's time shall be paid in accordance with Article 11.06(e). In the event of any such meeting between any employee(s) and Company representatives that occurs outside regular working hours, such employee(s) shall be paid their regular straight time hourly rate for the period of the meeting. All time spent during these meetings shall be paid in accordance with Article 11.06(e). Such meetings shall be held at a mutually agreeable time.
- (c) Prior to the submission of a grievance, it is normally expected that the steward will meet with his supervisor and attempt to resolve the matter.

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

Step One Within ten (10) days after the alleged grievance having arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee and his Steward may present the grievance in writing to his Supervisor. Failing settlement to the employee's satisfaction within ten (10) days, the employee may process the grievance to Step 2.

Step Two Within ten (10) days from the time settlement should have been made in Step one, the employee, accompanied by his Steward and a member of the Grievance Committee, may present the grievance in writing to his General Foreman. Failing a satisfactory settlement or reply within ten (10) days, the employee may process the grievance to Step 3.

Step Three Within ten (10) days from the time settlement could have been made within the time limits of the previous step, the employee, accompanied by his Steward, Grievance Chairperson, and/or Union President or designates thereof, and if requested a representative of the International Union may take the matter up with the Department Superintendent or his designate. Prior to submission to the Department Superintendent there shall be a written statement outlining the nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated. Failing satisfactory settlement or reply within ten (10) days the matter may be referred to arbitration within thirty (30) calendar days.

13.03 Where Step 3 has been exhausted and the matter has been referred to arbitration, the Local Union President or his designate and the Company representative may without prejudice attempt to resolve the matter.

13.04 In determining the time within which any step is to be taken under foregoing provisions of this Article, Saturdays, Sundays and the recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

If a grievance is not advanced through the Steps of the grievance procedure within the specified time limits, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The abandonment of a grievance under this Article shall not prejudice future cases of a similar nature.

13.05 Answers shall be given in writing to the grievor on a first, second and third stage grievance and a copy shall be sent to the Union.

13.06 If it is not practical to follow the steps in the Grievance Procedure because some department may have no Company or Union representative or the Company or Union representative is not available, then by mutual consent the next step may be proceeded to.

13.07 The grievance procedure shall be carried out on the Company's property or at such other place or time as the Union and the Company shall mutually agree upon. The Company and Union agree to schedule meetings in advance for grievances submitted at Step 3.

13.08 If it is necessary for a Steward or other employee(s) to take time off during working hours in connection with a grievance, he must notify his supervisor and they must arrange a mutually satisfactory time. Time off shall not be unreasonably withheld.

13.09 Grievances, alleging violations which directly involve more than one employee and which are sufficiently common in nature that they may be conveniently dealt with together, may be submitted directly at Step 2 as one grievance, signed by the employees concerned within ten (10) days of the event or circumstances upon which it is based.

13.10 Any difference, arising between the Union and the Company as to the application, interpretation or administration of the Agreement, may be submitted in writing by either Party to the other at Step 3, within ten (10) days of the event or circumstances upon which it is based.

13.11 The provisions of Section 87 (1) of the Labour Relations Code are specifically excluded from this Agreement.

13.12 Time spent by a Union representative performing duties as outlined in Article 13 will be paid in accordance with Article 11.06(e).

ARTICLE 14 ARBITRATION

- 14.01 Either party must within thirty (30) calendar days upon the completion of Step 3 of the grievance procedure outlined in Article 13, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement including any question as to whether the matter is arbitrable.
- 14.02 Should the parties mutually agree to submit the matter to a single arbitrator, then within seven (7) days following such notice, either party will notify an arbitrator selected from the following list:
- | | |
|----------------|------------------|
| Vince Ready | Stan Lanyon |
| Chris Sullivan | Bob Blasina |
| Rod Germaine | David McPhillips |
- or such other person as the parties mutually agree.
- If none of the arbitrators listed above are available, an appointment shall be made by the Minister of Labour of the Province of B.C. upon request of either party.
- 14.03 The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) days following arbitration render a decision.
- 14.04 The parties shall jointly bear the costs of the arbitrator. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded against either party.
- 14.05 Arbitration procedure shall be expedited by the parties.
- 14.06 At arbitration, the parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties access to the property to view the operations in question and to confer with the necessary witnesses. Time spent will be paid in accordance with Article 11.06(e).
- 14.07 An Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions.

ARTICLE 15
DISCIPLINE AND DISCHARGE

- 15.01 (a) If it is alleged that an employee has been discharged without just cause the grievance shall start at Step 3 and if it is alleged that an employee has been suspended without just cause the grievance shall start at Step 2 of the grievance procedure, within five (5) working days of the discipline or discharge being affected. The discharged or suspended employee shall be given the opportunity of seeing a Steward and/or Union President before he is required to leave the premises, providing one is available on site. Time spent will be paid in accordance with Article 11.06(e).
- (b) If it is agreed or decided at any stage of the grievance procedure, except arbitration, that an employee has been suspended or discharged without just cause, the Company shall reinstate him in his job without loss of seniority. A reinstated employee is to be paid his wages at his hourly rate for the time loss limited to a maximum of the employee(s) regular number of hours per week. The provision of this Article may be waived if both parties mutually agree to other methods of resolving the grievance.
- (c) Where an Arbitrator has been selected to determine a question respecting an alleged unjust discharge or suspension, he shall have power and jurisdiction to:
- i) uphold the discharge or suspension, or
 - ii) vary the penalty, or
 - iii) substitute a different penalty, or
 - iv) direct reinstatement,
- and in cases ii), iii), and iv) the Arbitrator may in addition order the Company to pay the employee full or partial compensation in accordance with his hourly rate. It is understood, however, that if an employee is reinstated, he shall retain his full seniority, unless otherwise directed by the Arbitrator.
- 15.02 (a) i) Only Discipline Letters and Discharge/Suspensions shall be considered as a form of discipline and shall be subject to the provisions of the Grievance procedure. A copy of each letter shall be sent to the Union, within thirty (30) days of the imposition of such discipline.
- ii) Counselling Letters are not disciplinary in nature and may be grieved but only to the extent that the letter contains errors or inaccuracies. A copy of each letter shall be sent to the Union within thirty (30) days of the letter being given to the employee.

If an employee disagrees with the content of a Counselling Letter he shall state his reasons for his disagreement in writing and that disagreement will form part of the employee's work record.

- (b) A Shop Steward in the department and on shift, will be present during Discipline and Counselling investigation meetings provided one is available in the department. Employees that choose not to be represented must notify the Shop Steward of their intentions prior to the meeting. Time spent will be paid in accordance with Article 11.06(e).

- 15.03 In recognition by the parties that the purpose of a probationary period is for the Company to evaluate new employees, it is agreed that probationary employees are subject to dismissal for a lesser cause. For the purpose of this clause the employment of a probationary employee may be discontinued where the Company in its discretion, determines he is unsuitable or unsatisfactory. A probationary employee shall have rights to the grievance procedure except in respect to seniority.
- 15.04 An employee's personnel file shall be available and open to the employee for his inspection along with his supervisor, at a time mutually agreed upon between the employee and his supervisor.

ARTICLE 16
HEALTH AND WELFARE

16.01 The Company agrees to pay the premiums to the insurance companies for providing the benefits set out below, except where specifically referenced otherwise, for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee meets the eligibility requirements for enrollment. Coverage provided is subject to the terms of the respective insurance policies. All the benefits provided in this Agreement are payable by the insurer and not by the Company.

(a) Equivalent to the Medical Services Plan of British Columbia*

Normally, effective on the first day of the month following the date of employment.

(b) Prescriptions/Medi-Care Supplement*

Twenty five dollar (\$25.00) annual deductible per person or family and the difference between the B.C. Pharmacare coverage or equivalent and the cost of prescribed drugs to a maximum lifetime health care benefit level of one hundred thousand dollars (\$100,000) per person. Effective on date of employment.

(c) Vision Care*

The Plan will provide employees and their dependants with one hundred percent (100%) reimbursement of the cost of frames and/or prescription lenses after the employee has satisfied an annual deductible of twenty-five \$25 of medical expenses under the Prescription/Medi-care Supplement. The maximum amount payable will be three hundred dollars (\$300.00) every two years for employees and each of their dependants.

Benefit may be applied to laser eye surgery.

Effective the first day of the month following the date of employment.

(d) Dental Plan*

Plan A - Basic Dentistry	- 100% coverage
Plan B - Crowns, Bridges	- 85% coverage
Plan C - Orthodontics	- 50% coverage

The maximum coverage for Plan C is two thousand five hundred dollars (\$2,500.00) per lifetime per person.

Effective the first day of the sixth month following the date of employment.

(e) Weekly Indemnity

Weekly benefit of five hundred and thirty dollars (\$530.00).

Benefits are provided from the 1st day of accident and the 4th day of sickness for fifty two (52) weeks (1-4-52 Plan).

Effective the first day of the month following one (1) month of continuous service.

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

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

(f) Long Term Disability Benefit

Available to employees who suffer non-occupational injuries. Payments commence upon the expiration of Weekly Indemnity payments and continue until recovery, age sixty five (65) or death, whichever comes first.

Benefits shall be the difference between the payment of one thousand five hundred dollars (\$1,500.00) per month and the total of all payments made by the Government (calculated monthly) to such disabled employees.

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

(g) Life Insurance and Accidental Death and Dismemberment

Life Insurance:

Sixty-five thousand dollars (\$65,000.00)

Accidental Death and Dismemberment:

Sixty-five thousand dollars (\$65,000.00)

Eligible on date of hire.

Effective on date of employment.

* Includes qualified dependants

- 16.02 (a) An employee with one (1) full year of seniority who is laid off by the Company will be provided with Medical Services Plan (as provided for in 16.01 (a)) and Life Insurance and Accidental Death and Dismemberment (as provided for in 16.01 (g)), for a period of thirty (30) days from the effective date of his layoff.
- (b) Employees on W.C.B. will have Health and Welfare benefits continued as outlined in Article 16, until such time they are re-trained by W.C.B. and/or have found alternative employment.
- 16.03 To ensure that employees receive sickness and accident insurance benefits and workers compensation benefits with a minimum of delay, the Company will advance, upon request of the employee, an amount equal to the amount of sickness and accident insurance benefit payable for each benefit entitlement period where the facts related to the claim are in dispute. Payment of the advance will be made during the week of the request provided that:
- a) The employee will complete the necessary documents to support the claims;
 - b) The employee agrees to reimburse the Company for any monies so advanced. The employee agrees to sign a promissory note(s) and an authority to deduct any monies owed to the Company from his wages;
 - c) Two weeks have elapsed since the date the employee filed his completed application for benefits.
 - d) The total amount paid does not exceed the amount of vacation pay entitlement due to the employee.

ARTICLE 17
GENERAL PROVISIONS

- 17.01 (a) An employee who is laid off for a period of more than two (2) weeks or is terminated by the Company will be paid all wages forthwith.
- (b) An employee who gives seven (7) days notice of termination shall be paid all wages no later than five (5) business days from his last day worked.
- (c) An employee who gives less than seven (7) days notice of voluntary termination shall be paid all wages no later than seven (7) days from his last day worked.
- (d) Where it is determined that an employee is not in receipt of his full wages for a pay period he will, upon request, be reimbursed as soon as possible.
- 17.02 The normal procedure for payment of wages will be by direct deposit every second Tuesday to the banking institution of an employee's choice.

- 17.03 (a) The Company will provide a tool allowance each year to tradesmen provided the tradesperson continues to maintain the required tools for his trade from the tool list provided by the Company as follows:

	<u>Jan. 1st</u>	<u>July 1st</u>
Machinist	\$250.00	\$250.00
Millwright	\$250.00	\$250.00
H.D. Mechanic	\$250.00	\$250.00
Automotive Mechanic	\$250.00	\$250.00
Electrician	\$200.00	\$200.00
Pipe Fitter	\$200.00	\$200.00
Gas Fitter	\$200.00	\$200.00
Instrumentation	\$200.00	\$200.00
Plant Lube Person	\$150.00	\$150.00
Lineperson	\$150.00	\$150.00
Carpenter	\$100.00	\$100.00
Welder	\$100.00	\$100.00
Fuel/Lube Truck Operator	\$ 75.00	\$ 75.00
Belt Service Person	\$ 75.00	\$ 75.00
Tire Person	\$ 75.00	\$ 75.00
Pit Utility Person	\$75.00	\$75.00
Crane Operator	\$ 62.50	\$ 62.50
Steam Truck Operator	\$ 62.50	\$ 62.50
Maintenance Support Op.	\$ 62.50	\$ 62.50
Steam Bay Attendant	\$ 50.00	\$ 50.00

This allowance will be paid on the first pay period following each of these dates, for each employee on payroll that pay period.

An employee who has been continuously absent during the six (6) months preceding these dates will not be eligible for this allowance.

Apprentices and Uncertified Trades shall be entitled to the tool allowance paid to the journeymen in their trade classification.

- (b) Tool boxes damaged beyond repair through legitimate accidents proven to be no fault of the owner will be replaced by the Company to a comparable standard at no cost to the employee.

17.04 Employees who attend voluntary training courses on their scheduled days of rest will not be eligible for overtime rates for the time spent training.

17.05 Safety boots and gloves will not be provided, however, employees will receive an allowance equal to:

One hundred and fifty dollars (\$150) each calendar year

All Employees not listed below

Two hundred dollars (\$200) each calendar year

Road Crew

Excavator and Drill Operators

Mine Maintenance Labourers

Three hundred (\$300) each calendar year

Blasting Crew

Breaker Patrolman

Input Serviceman

Pit Utility Person

Coal Plant Millwright

All Mine Maintenance employees except Labourers

All Coal Plant Employees except Equipment Operators.

This allowance will be paid in the first pay period in July to all employees on payroll during that pay period.

An employee who has been continuously absent during the six (6) months preceding these dates will not be eligible for this allowance.

17.06 Employee Registered Retirement Savings Plan

The Company will provide, in accordance with Company policy, an Employee RRSP Contribution Plan as follows:

(a) Eligibility

All permanent employees will be eligible for a contribution under the plan beginning the first day of the third month following the date of employment. Summer Students and Temporary Employees will not be eligible to receive an RRSP contribution under this plan.

(b) RRSP Account

Contributions made under this plan will only be made into an employee's RRSP account. Such payments will be made on an annual basis, except as provided in (d), for the preceding year by the end of February. It is the responsibility of all eligible employees to supply the Company with your RRSP account information.

(c) Contribution

The Company will contribute seven percent (7%) based on the employees eligible earnings paid in the preceding year.

Eligible hours are all hours worked but include vacation hours taken in accordance with Article 10.01 and hours paid under 8.05 (a), and 4.05.

Eligible earnings are all earnings for hours worked but include vacation pay in accordance with Article 10.01, and pay under 8.05 (a) and 4.05.

An employee who is off work due to being on LTD will receive a maximum contribution of two thousand dollars (\$2,000.00) to their RRSP account.

Except as noted above all hours paid or unpaid will not be included for the purpose of determining RRSP benefits.

(d) Exceptions to 17.06 (b)

In the event of an eligible employees resignation, retirement or death the accrued entitlement will be paid into their RRSP account within thirty (30) days.

17.07 Group RRSP Program

(a) Eligibility

All permanent employees who are not currently enrolled under the ERRSP defined in Article 17.06 will be eligible for contribution under the plan, providing they have completed their probationary period. All employees hired after the date of ratification will be ineligible for the plan defined in Article 17.06 and must as a condition of employment enroll in the Group RRSP Program defined herein. Additionally, all current permanent employees who opt to enroll as defined in 17.07 will no longer be eligible under 17.06. Summer students and temporary employees will not be eligible to enroll.

(b) RRSP Account

Contributions under this plan will only be made into an employee's RRSP account at either of the following financial institutions:

- 1) Canada Life/London Life/Great West Life
- 2) Investors Group
- 3) Toronto Dominion Bank
- 4) Sun Life
- 5) East Kootenay Community Credit Union
- 6) Scotia Bank
- 7) Royal Bank of Canada (RBC)

Such payments will be made on a bi-weekly basis.

(c) Contributions

The Company and the employees will contribute in accordance with the following table:

Company Contribution	Employee Contribution
7%	4%

Note: The additional contributions in excess of four percent (4%) are voluntary and are not subject to lock-in provisions. Any contributions that are made by the Company must be locked in. The employee contributions up to four percent (4%) must be locked in.

Eligible earnings are all earnings for hours worked and include vacation hours taken in accordance with Article 10.01 and hours paid under 8.05 (a) and 4.05.

An employee who is off work due to being on LTD will receive a maximum contribution of two thousand dollars (\$2,000.00) to their RRSP account.

Except as noted above all hours paid or unpaid will not be included for the purpose of determining RRSP Medical Services Benefits.

The Company has agreed to submit contributions to the financial institution of choice for those employees who elect to be covered by the plan. The actual terms and conditions of the plan are subject to the terms of the respective financial institution and the Joint Committee guidelines.

(d) Exceptions

In the event of an eligible employees resignation, retirement or death the accrued entitlement will be paid into their RRSP account within thirty (30) days.

(e) Back Time

All current permanent employees who join the plan prior to March 31, 2001 will have their time in the plan back dated to their last day of hire. This will be considered for the purpose of retirement benefits.

(f) Additional Information

Employees who join the plan will be given a booklet outlining the details of the plan. For those employees who join Investors Group the Company will track any withdrawals made from the employee's portion of contributions to that plan after the age of fifty-five (55).

17.08 Retirement Benefits

Retiring employees after (date of ratification) who have twelve (12) continuous years of service and have reached the age of sixty (60) will receive post retirement benefits subject to Letter of Understanding #10.

17.09 Election Day

All employees scheduled to work overtime during day shift on Election Days will only be scheduled to work eight (8) hours such days.

17.10 In the interest of making the most flexible use of the skills available within the Company it is desirable from time to time to loan employees between various operations of the Company on a temporary basis. All loan assignments shall be voluntary.

ARTICLE 18
APPRENTICESHIP PROGRAM

- 18.01 The Company will sponsor an apprenticeship training program in accordance with the laws of British Columbia.
- 18.02 (a) While an apprentice is at school attending the courses prescribed by the Director of Apprenticeship the Company will reschedule the apprentice to day shift (5 x 2) and maintain his earnings at his regular hourly rate for forty (40) hours in each week, less any subsidy paid by the Government with the exception of travel and living out allowance. The Company's obligation is limited to one (1) repeat during the duration of the employee's apprenticeship. The Company will discontinue the sponsoring of the apprenticeship where the apprentice has failed the required schooling more than once during the term of the apprenticeship.
- (b) Upon removal from an apprenticeship due to failure the employee will be ineligible from posting on future apprenticeship vacancies in that trade.
- 18.03 (a) The basic hourly rates for apprentices shall be in accordance with Appendix A - Wage Schedule.
- (b) Rate increases are contingent upon successful completion of the previous practical requirements, and Apprenticeship examinations. The yearly intervals shall be calculated using the date of entry into the program as the anniversary date.
- 18.04 Employees interested in being considered for apprenticeships must contact the Employee Relations Department and arrange to write the pre-apprenticeship examination. The passing grade for such apprenticeship testing has been established as being seventy percent (70%). Where a candidate has failed to pass the examination, he will be entitled to one (1) re-write.
- 18.05 Vacancies for apprenticeships will not be posted. Those wishing consideration, may apply to the Employee Relations Department at any time.

Candidates for apprenticeships will be evaluated and selected in consideration of the following criteria:

- i) Company seniority;
- ii) Previous related experience or training in the applicable trade;
- iii) Previous related apprenticeship training in the applicable trade;
- iv) Education qualifications;
- v) Successful completion of the pre-apprenticeship examination.

Where candidates are for all intents and purposes equal, Company seniority will be the deciding factor.

- 18.06 Upon successful completion of each year's Technical Training assignment and submission of receipts, the Company agrees to pay the apprentice a textbook allowance to a maximum of two hundred and fifty dollars (\$250.00).
- 18.07 Living out allowance will be provided to assist with the cost of maintaining a second residence while at school. It will only be paid if the apprentice is maintaining a permanent residence (paying rent, mortgage, etc.). The allowance will be paid at a rate of twenty five dollars (\$25.00) per training day to a maximum of one hundred twenty-five dollars (\$125.00) per week; it will be paid on Statutory Holidays if the apprentice is still incurring expenses related in maintaining both residences on the date of the holiday.

Apprentices will also receive a travel allowance of fifteen cents (\$ 0.15) per kilometer for travel between the apprentice's permanent residence and his second residence while at school, for travel at the beginning and end of the course.

- 18.08 Once an apprentice has completed his apprenticeship, his position on the crew will be considered vacant for the purpose of crew transfers. For the purpose of this initial transfer and all vacancies resulting from these transfers, the apprentice shall be considered last for the purpose of filling a vacancy. From that point forward for the purpose of crew transfers the employee will be eligible to apply for crew transfers in accordance with Article 6.13.

ARTICLE 19 LEADHANDS

19.01 Leadhands will assign work as directed by a salaried employee and co-ordinate this work among the crew members.

This is a job in which the employee under the direction of a salaried staff member has the combined responsibility of directing the work of a group of employees on other hourly rated production and maintenance jobs and performing some of the same work as that of the group directed unless such work includes operating pit production equipment. The direction generally consists of activities such as required to:

- i) Plan work to be performed by the group;
- ii) Determine "on-the-job" working procedure in the case of repair and maintenance work;
- iii) Arrange for necessary tools, supplies and facilities;
- iv) Assign and instruct members of the group; and
- v) Inspect, co-ordinate and record the work performed by the group.

In recognition of the fact that Leadhands are required to work additional time prior to and after shift start for turnover meetings etc. Leadhands will be paid a premium of three dollars (\$3.00) per hour over the highest classification directed for all hours worked, during the period that the employee is acting as a Leadhand. This premium will not apply to any hours spent for pre-shift or post shift activities.

19.02 (a) The assignment of a Leadhand to a crew will not impact the number of employees eligible to be off on such crew for any approved leave provided for in the Collective Agreement.

(b) The selection of Leadhands for the purposes of assignments to various crews will be limited to properly trained and qualified employee(s) which have been designated by the Company as Leadhands prior to the assignment.

19.03 Vacancies for Leadhand positions will not be posted. Those wishing consideration may apply to the Employee Relations Department at any time, on the appropriate form.

ARTICLE 20
TRAINING

- 20.01 The Company and Union recognizes the need for training opportunities to enable each employee to improve his knowledge and skills to equip himself for future positions of greater responsibility or higher pay for which he is eligible within the Line of Progression or through Job Postings.
- 20.02 (a) Each employee in training within a Line of Progression shall meet with his supervisor or the training supervisor as required to review his progress. More frequent meetings will be arranged upon request of the employee in training.
- (b) Every attempt shall be made to enable an employee in training to successfully develop the requisite qualifications and ability. In the event an employee fails to qualify for progression in training, the Company shall advise the employee and Union in writing of the reasons for such failure and the employee shall be removed from further training.
- (c) All employees while training up through the Line of Progression will receive the rate of pay for the job they normally perform.
- (d) Employees bidding down a Line of Progression, will receive the rate of pay applicable for the position to which they posted.
- 20.03 (a) Employees who are qualified as back up operators who post out of their line of progression within their department will be considered for future operator positions that occur within their pre-post line of progression providing the following criteria is met:
- i) During the course of employment employees will be able to exercise the provisions of this clause one (1) time only.
- ii) They submit their intention in writing to the Company prior to the operator vacancy occurring.
- iii) It has been less than twenty four (24) months since the employee has accepted a trainee position in another line of progression.
- iv) For those employees who become qualified in a back up position in their new line of progression and choose to exercise this option the provisions of 20.05(f) will be waived.
- (b) In (a) above all eligible employees may be awarded the position in accordance with the provisions of Article 6.15.

20.04 Plant Operations Department

- (a) The Company will train according to the requirements on each particular crew using the training Lines of Progression as outlined in Appendix B.
- (b)
 - i) All employees in classifications in the Plant Operations Line of Progression marked with an "X" who bid for other postings will only be awarded the job if a qualified replacement is available in the Line of Progression.
 - ii) If a vacancy is not filled according to normal Lines of Progression it will be posted in accordance with Article 6.06.
- (c)
 - i) It is the objective of the Company to train senior Plant Operations employees in each classification at least one (1) job ahead. Where there is more than one (1) employee in a classification on a shift, the senior employee will complete training prior to the other one starting.
 - ii) Employees training ahead in the Plant shall become qualified when they have successfully completed both the practical and theory portions of the module training program.
- (d)
 - i) Employees in the Plant Labourer classification, upon completing the training for loadout operator, will receive Loadout Operator rate.
 - ii) All senior labourers selected for advancement will be paid labour rate until they are qualified on either front end operator or back end operator. At that time they will be reclassified as load out operator.
- (e) The Company will determine the requirement for Plant Trainee positions, if any.
- (f) Plant Trainees, once qualified, must accept a Plant Operator position in the classification for which they are qualified.
- (g) Plant Trainees will be given preference to fill Plant Operator positions over and above those employees in the line of progression.
- (h) Plant Trainees will receive the rate of pay from their prior position until such time they become qualified on two of the four plant circuits at which time they shall be reclassified as a Plant Operator 2 and paid the appropriate rate. Once the Plant Trainee becomes qualified on all the Plant circuits he shall be reclassified as a Plant Operator 1 and paid the appropriate rate.

- (i) The average training hours through the Plant Line of Progression shall be:

Back End	13 Trains
Front End	15 Trains
Utility Loader	40 Hrs. and 6 Trains
Reclaim	8 Trains
Fines Circuit	450 Hrs.
HM - Cyc Circuit	450 Hrs.
Course Coal Circuit	450 Hrs.
Dryer Floor	450 Hrs.
Dryer Control	600 Hrs.
Plant Control	600 Hrs.

20.05 Mine Operations Department

- (a) Successful applicants for Trainee positions will receive training when so scheduled and will receive the rate of pay for the job they normally perform.
- (b) In order to complete training in an efficient and productive manner, employees will have averaged approximately fifty percent (50%) of their regular scheduled hours in training during the Trainee 3 and Trainee 2 phase of the program.

Once advanced to Trainee 1, the employee will be scheduled for the remainder of his training on a full time basis. This schedule is subject to operational factors and individual abilities. If more than one-half (1/2) of the trainees in any classification are in the Trainee 1 phase at one time, an adjustment in full time training may be made.

- (c) All employees in classifications in the Mine Operations Line of Progression marked with an "X" who bid for Trainee or other positions on their shift will only be awarded the job if a Trainee 1 or qualified back-up operator is available on their shift, or another employee in a back-up position or a Trainee I volunteers to trade shifts provided a vacancy exists in his current classification.

- (d) All operators marked with an "X" who bid for Trainee positions on a different shift will only be awarded the job if a vacant position for which they are qualified exists on the same shift as the trainee position, or another employee in a classification for which they are qualified volunteers to trade shifts. If the vacant position is not in his current classification, he may opt not to accept the trainee position.
- (e) It is the objective of the Company to train senior employees in each classification in Lines of Progression other than Trainee positions at least one job ahead.
- (f) An employee who is training or has completed his training in a trainee position will not be eligible for other trainee vacancies or posted jobs until he has completed one (1) year from the time he was qualified as an operator; and he must accept an operator's position in the classification for which he has last received training, if the vacancy occurs within a year of his becoming qualified as an operator, and the vacancy is on his current shift. In applying this clause, it is understood that when there is more than one (1) qualified back-up for an operator's vacancy, the senior employee will be given preference.
- (g) Employees who voluntarily withdraw from a training program after having completed the Trainee 3 phase or blaster helper training, will not be eligible for further training for a six (6) month period.
- (h) Employees who have been specifically designated by the Company to train other employees to operate haul trucks shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for each hour in which they are engaged in such training.

20.06 The average training hours for advancement through Trainee positions shall be:

A) Excavator Operator	3 to 2	300 hours
	2 to 1	550 hours
	1 to qualified Operator	550 hours
B) Dozer/Grader Trainee	3 to 2	300 hours
	2 to 1	550 hours
	1 to qualified Operator	550 hours
C) Drill Operator Trainee	3 to 2	300 hours
	2 to 1	450 hours
	1 to qualified Operator	550 hours
D) Front End Loader Trainee (Mine Production)	3 to 2	100 hours
	2 to 1	250 hours
	1 to qualified Operator	250 hours

- 20.07 (a) It is the objective of the Company to train senior Road Crew employees in each classification at least one (1) job ahead.
- (b) The average hours for employees undergoing training for the Road Crew department shall be:
- | | |
|-----------------|-------------|
| Utility Backhoe | - 400 hours |
| Dozer/Grader | - 900 hours |
- (c) Both practical and theory portions of the module training program must be successfully completed before the employee is deemed qualified.

20.08 The average training hours through Section 4 Appendix D shall be:

Breaker Patrolperson	240 hours
In Pit Serviceperson	240 hours

- 20.09 (a) It is the objective of the Company to have sufficient qualified Trainee 1's on each shift to meet operational requirements.
- (b) Both practical and theory portions of the module training program must be successfully completed before a Trainee is qualified

20.10 (a) Mine Maintenance Department

The average hours to complete training for jobs listed in the mine maintenance line of progression is:

Crane Operator	- Government regulation
Maintenance Support	- 288 hours
Fuel/Lube Truck	- 288 hours
Steam Truck	- 144 hours
Steam Bay	- 72 hours
Tire Person 3	-1000 hours
Tire Person 2	-1000 hours
Tire Person 1	-1000 hours

- (b) Employees who have been specifically designated by the Company to train other employees in the duties of Tire Person 1, Tire Person 2 or Tire Person 3 shall be paid a premium of \$1.25 per hour for each hour in which they are engaged in such training. This premium does not apply to certified trades persons as defined by the Industry Training Authority of British Columbia.

ARTICLE 21
TECHNOLOGICAL CHANGE

21.01 The Company and the Union agree that technological change is both necessary and desirable for the viability of the Company and the ongoing job security of its employees.

In recognition of the foregoing, the Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off, or permanently demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at step three of the grievance procedure. Time spent will be paid in accordance with Article 11.06(e).

21.02 For the purpose of this Agreement, a technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which adversely affects employees in the bargaining unit through layoff or demotion from their present job classification.

21.03 The Company shall notify the Union not less than three (3) months in advance of intent to institute technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated.

21.04 An employee who is initially given notice of layoff, demotion, or transfer as a direct result of the introduction of a technological change may:

- (a) Fill any available vacancy for which he has seniority and which he is able to perform; or
- (b) Displace another employee with less seniority provided he is qualified to perform the job.

ARTICLE 22 CONTRACTING OUT

- 22.01 The Company and the Union agree that contracting out of work performed by the employees in the bargaining unit will not be done for the purpose of laying off, demoting, terminating, or deferring the recall of bargaining unit employees.
- 22.02 A Contracting Out Committee composed of three (3) Company and three (3) Union representatives shall meet monthly or on an as needed basis, determined by the Committee, to discuss any concerns arising out of issues respecting Article 22.01.

In particular this Committee will address:

- (a) Proposed contracting out by the Company.
- (b) Suggestions from the Union concerning having such work done by employees taking into consideration the efficiency of the operation, the urgency of the work to be performed, and the availability of the equipment, skills and manpower.
- (c) The dates that contractors are expected to commence a particular project and an estimated completion date.
- (d) Any concerns about safe work practices by contractor's employees.

The Committee will agree upon a list outlining frequent contractors which will be reviewed at every meeting, with the purpose of discussing the project they are performing to review work and explore possible alternatives.

It is also understood that employee's time while in meetings or approved activities of the Joint Contracting Out Committee will be considered as time worked.

- 22.03 The shop steward in the area affected will be notified when contractors are working on site in their respective area.

ARTICLE 23
JOINT LABOUR MANAGEMENT

- 23.01 (a) The Labour/Management Committee shall consist of four (4) Employer designates and four (4) employees appointed by the Union. The Committee shall meet at the request of either party but not more than once per month at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by a Company and Union Representative. The purpose of the meeting shall be to exchange information of mutual interest to review administrative matters arising from this Agreement, to review trends in training programs (including trades and apprentices) for the purpose of evaluating employee needs and to maintain effective Union/Management relations.

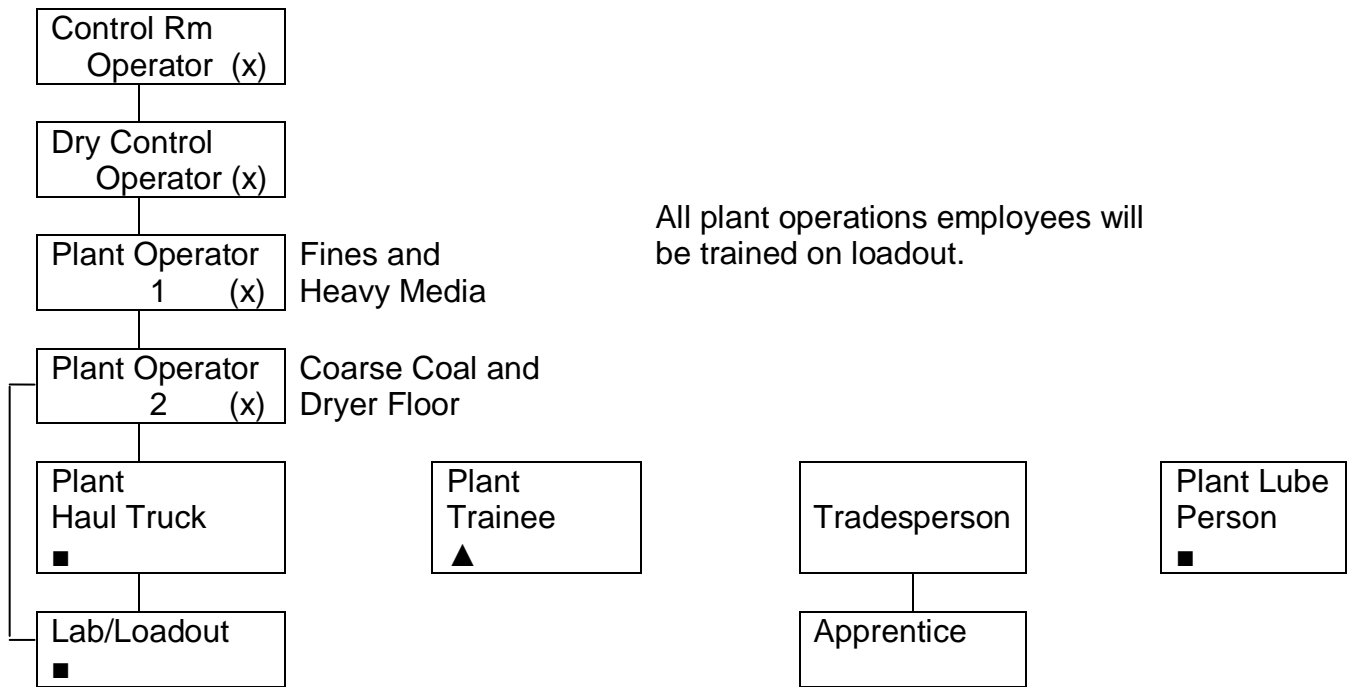
ARTICLE 24
TERM OF AGREEMENT

- 24.01 (a) This Agreement shall be for the period commencing November 1, 2010 and expiring October 31, 2015. Thereafter, this Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
- i) the Union commences a legal strike; or
 - ii) the Employer commences a legal lockout; or
 - iii) the Parties enter into a new or further Agreement.
- (c) Notice to commence collective bargaining must be in written form.
- 24.02 The Company will arrange to have the Collective Agreement printed in booklet form at a Union printer and supplied to all bargaining unit members at no cost.

APPENDIX "A"
JOB CLASSIFICATION / RATES (\$/HR)

		Nov. 1/10	Nov. 1/11	Nov. 1/12	Nov. 1/13	Nov. 1/14
	Classification	3%	3%	4%	4%	4%
1	Tradesperson - Certified 70 Ton Crane Opr. - Certified	36.92	38.03	39.55	41.13	42.78
1A	Warehouseperson - Certified	36.07	37.15	38.64	40.19	41.80
2	Excavator Operator Plant Control Room Operator	35.25	36.31	37.76	39.27	40.84
3	Rotary Drill Operator Dryer Control Room Operator	34.39	35.42	36.84	38.31	39.84
4	F.E. Loader (Mine Prod.) Blaster Road Crew Operator Plant Operator 1 Uncertified Tradesperson 4th Year Apprentice Tire Person	33.57	34.58	35.96	37.40	38.90
5	Dozer/Grader Operator Plant Utility Person Pit Utility Person 1 Plant Operator 2 Road Crew Operator 1 Maint. Support Operator	32.65	33.63	34.98	36.38	37.84
6	Haulage Truck In-Pit Serviceperson Blaster 1 Tank Drill Road Crew Operator 2 3rd Year Apprentice Tire Person Trainee 1	31.75	32.70	34.01	35.37	36.78
7	Lube/Fuel Truck Operator Plant Lubeperson Road Crew Operator 3 Pit Utility Person 2 Service Person 1	30.82	31.74	33.01	34.33	35.70
8	Breaker Patrolperson Steam Truck Operator 2nd Year Apprentice Warehouse Helper Hydroseeder Operator Bldg. Mtc. Boom Truck Op Tire Person Trainee 2 Service Person 2	29.86	30.76	31.99	33.27	34.60
9	Load Out Operator Steam Bay Attendant	28.85	29.72	30.91	32.15	33.44
10	Blaster Helper Pit Utility Person 3 1st Year Apprentice Tire Person Trainee 3 Serviceperson 3	27.89	28.73	29.88	31.08	32.32
11	Labourer	27.03	27.84	28.95	30.11	31.31

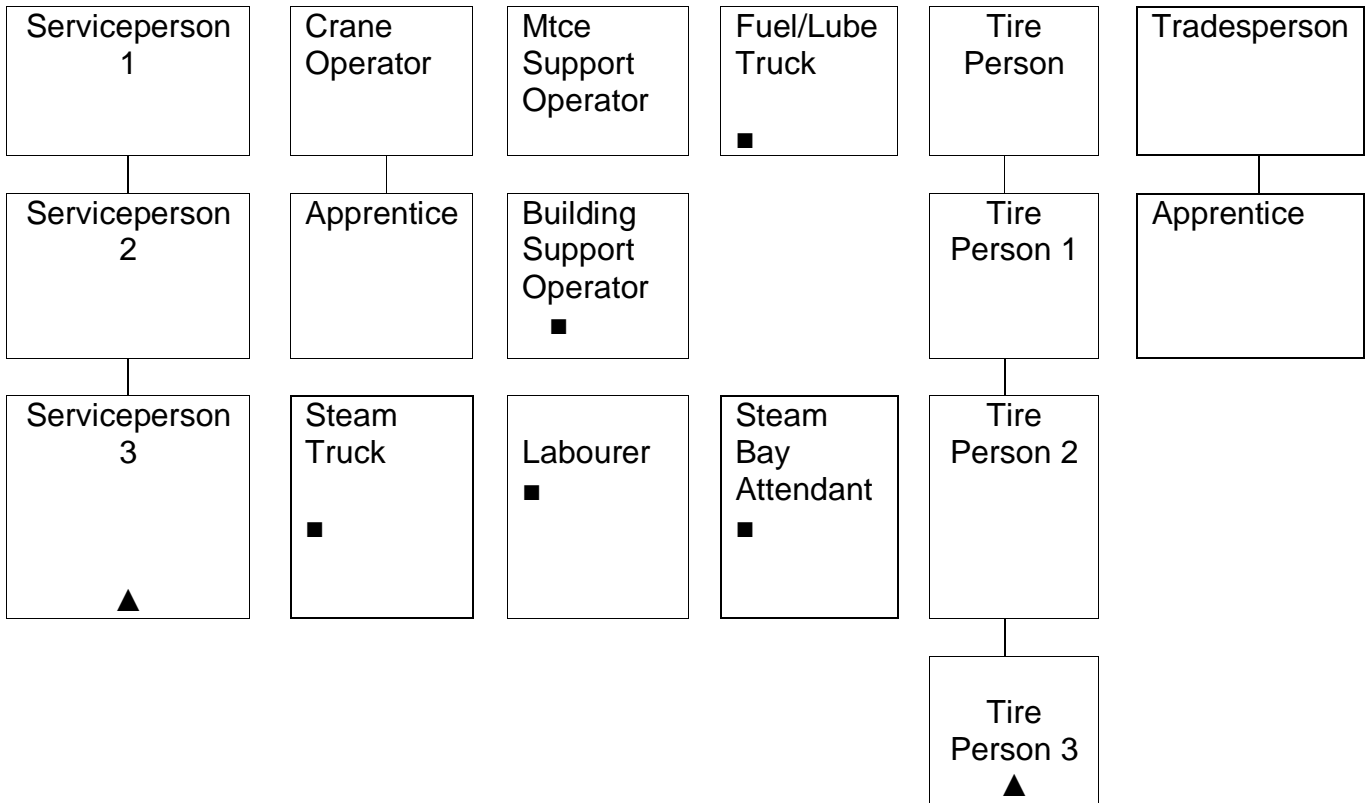
APPENDIX B
COAL PLANT OPERATIONS/MAINTENANCE



- Represents entry level job postings
- ▲ Represents departmental job postings

APPENDIX C

MINE MAINTENANCE

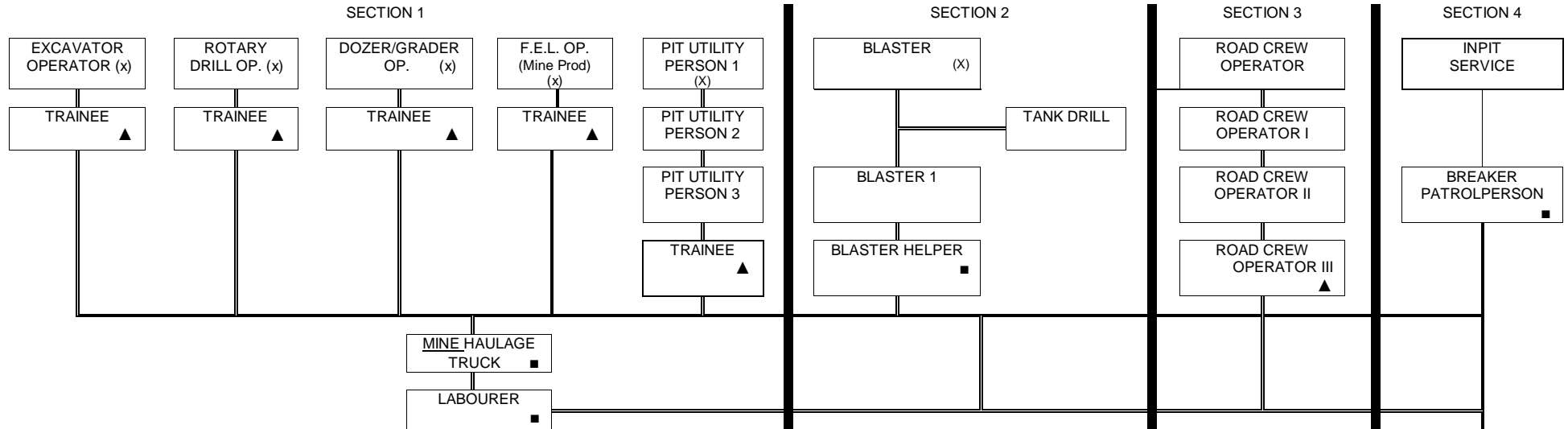


- Represents entry level job postings
- ▲ Represents departmental job postings

Note: Steam Truck Operator is expected to train and fill in for Maintenance Support Operator.

Note: Steam Bay Attendant is expected to train and fill in for Fuel/Lube Truck Operator.

APPENDIX D MINE OPERATIONS



NOTES:

EMPLOYEES BIDDING FROM SECTION 2, 3 OR 4 TO SECTION 1 MUST BID ON A MINE HAULAGE TRUCK POSTING BEFORE BECOMING ELIGIBLE FOR OTHER VACANCIES IN SECTION 1

EMPLOYEES IN A TRAINING POSITION WILL RECEIVE THEIR REGULAR RATE WHILE TRAINING AND ONCE QUALIFIED WILL RECEIVE THE RATE FOR THE JOB THEY ARE PERFORMING

ALL EMPLOYEES IN SECTION 1 THROUGH 3 MUST BE CAPABLE OF DRIVING HAUL TRUCK

DOZER/GRADER INCLUDES SCRAPER, R.T.D., & UTILITY BACKHOE

THE TWO (2) SENIOR DOZER/GRADER OPERATORS ON EACH CREW WILL BE TRAINED ON SCRAPER.

UTILITY PERSON

PROGRESSION FROM UTILITYPERSON 3 TO 1 WILL BE AS EMPLOYEE BECOMES QUALIFIED

UTILITYPERSON 1 - UTILITYPERSON 2 - BACKHOE & MECH. CHECK-OUT SHOVEL

UTILITYPERSON 2 - UTILITYPERSON 3 WATER & BOOM TRUCK

UTILITYPERSON 3 - CABLE REELER

BLASTER

BLASTER - BLASTER 1 + DESIGNATED BLASTER

BLASTER 1 - BLASTER HELPER + BLASTING TICKET, TANK DRILL

BLASTER HELPER -STEMMING LOADER
-HAUL TRUCK

ROAD CREW

OPERATOR - OPER. 1 TRACK BACKHOE/FLOAT

OPERATOR 1 - OPER. 2+ GRADER & DOZER

OPERATOR 2 - OPER 3 + F.E. LOADER (992)

OPERATOR 3 - WATER TRK
SAND TRUCK
TANDEM TRUCK
PACKER
BOOM TRUCK

UTILITY BACKHOE
HYDRO SEEDER
BOBCAT
UTILITY LOADER

EMPLOYEES RECEIVING TRAINING ON THE BOOM TRUCK MUST SUCCESSFULLY COMPLETE A RIGGING COURSE

THE COMPANY WILL POST ROAD CREW OPERATOR 3 POSITIONS WITH CLASS 3 LICENSE REQUIREMENTS PROVIDING 2/3 OF THE EMPLOYEES ON THE ROAD CREW HAVE A CLASS 1 LICENSE

- Represents entry level job postings
- ▲ Represents departmental job postings

LETTER OF UNDERSTANDING #1
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

CODING OF TIME SPENT ON UNION BUSINESS

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

CODE A: Time Spent by Employees Delegated by the Union for the Purpose of On-Property Union Activity (Paid for as per Article 11.06(e)).

1. Time spent by employees delegated by the Union for the purpose of investigating and settling disputes.
2. Accident investigations by members of the Union Safety Committee and accident investigation meetings that do not result from a fatality.
3. Routine joint safety meetings and tours.
4. Time spent by employees delegated by the Union to investigate safety complaints.
5. Safety Chairperson tours of the mine site.
6. Time spent by Union Safety Chairperson while engaged in the referee process.
7. Time spent by employees delegated by the Union to attend Apprenticeship Selection meetings.

For the purpose of overtime payments associated with the forty-two (42) hour averaging, all hours spent while attending to union business under Section A, will be considered as time worked and will be paid by the Company. The exception will be if the entire set has been taken while attending to union business, in such case the overtime payments associated with the forty-two (42) hour averaging will be paid for by the Union.

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

1. Group RRSP Committee activities.
2. The Humanitarian Fund Committee activities.
3. Time spent by employees delegated by the Union to attend Labour/ Management meetings.

4. Joint accident investigation meetings resulting from a fatality and involving a Company designated Safety Officer and management representatives.
5. Familiarization of Safety Officials with techniques for identifying toxic substances.
6. Special meetings between Union Officials and the Company as arranged by the Union President.
7. Time spent by grievor(s) in the Grievance Procedure.
8. Time spent by the designated Union representative to attend meetings concerning the use of contractors.
9. Time spent by a designated Union representative to attend general meetings initiated or authorized by the Company outside the areas identified in Parts A and C.
- 10 Steward attendance (representation) at discipline meeting.

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

CODE C: Leave for Union Business as per Articles 11.06 (a), (b), and (c) (Paid for by the Union).

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

For the purpose overtime payments associated with the forty-two (42) hour averaging, all hours spent while attending to Union business under Section C, will not be considered as time worked.

In order to facilitate accurate reporting of time spent under Part A, B and C, an employee shall complete a Union Activity Report Form with his supervisor upon notifying his supervisor (and receiving approval), of his intent to attend Union Business and upon his return to work at the completion of such business. Completed forms shall be forwarded to the Union.

U.S.W., LOCAL 9346

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ELKVIEW OPERATIONS

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Alex Eldaun

October 20, 2010

LETTER OF UNDERSTANDING #2
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

CONTRACTING OUT COMMITTEE/DOBIE DUES

The parties agree that the committee referred to in Article 22.02 will review the use of contractors at the mine site with a view to promoting their mutual interest of placing primary reliance on the Company's employees consistent with sound business practice. The committee acknowledges that it is in the mutual interest of the Company and Union to maintain employment opportunities for bargaining unit employees consistent with bona fide operational needs of the Company.

It is recognized by the Company and the Union that nothing contained in this letter is meant to alter or amend any provision of the Collective Agreement.

The Company agrees to pay dues to the Union on behalf of contractors engaged in routine maintenance and routine production work. The dues shall be six hundred and forty dollars (\$640.00) per month. The Company shall pay these dues monthly.

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

U.S.W., LOCAL 9346

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Troy Tobin
Suzanne Stier

March 14, 2011

LETTER OF UNDERSTANDING #3
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

PROBATIONARY PERIOD

For the purposes of determining the probationary period for an employee who had previously worked as a special assignment employee, the following terms will apply:

1. To be credited any hours previously worked as a special assignment employee towards the probationary period outlined in Article 5.02 of the Collective Agreement, such employee must have worked a minimum of five hundred and seventy six (576) hours as a special assignment employee in the twelve (12) months prior the permanent start date.
2. Provided point #1 above is met, such employee will be credited fifty per cent (50%) of any hours worked as a special assignment employee towards his probationary period up to a maximum of one hundred and eighty (180) hours, provided such credited time worked was in the same department and classification as the permanent position being offered.

In addition to the above, it is agreed that employees who have worked as special assignment employees and are hired into a permanent position, shall have the application of Article 9.04 (a) iv) waived.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #4
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

UNION ACTIVITY HOURS

The Company will increase the number of hours from the current 412 hours per month paid to the Union to conduct business as per LOU #1 on the following schedule and increments as of May 1, 2011.

May 1, 2011 +20 hours (432 hours)

May 1, 2012 +20 hours (452 hours)

May 1, 2013 +20 hours (472 hours)

May 1, 2014 +20 hours (492 hours)

May 1, 2015 +20 hours (512 hours)

The rate of payment will be as per Article 11.06 (e).

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

U.S.W., LOCAL 9346

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March 14, 2011

LETTER OF UNDERSTANDING #5
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

TERMINATION OF EMPLOYMENT AFTER PROLONGED ABSENCE

In cases where the Company receives pertinent medical information that provides a specific return to work date, employees will be exempt from termination of employment as provided for in Article 5.06 (f).

However in such cases the following conditions will apply:

1. Such medical information must be in the Company's possession one (1) month prior to the end of the one hundred and fifty six (156) week period described in 5.06 (f).
2. The specific return to work date must be within a reasonable time frame acceptable to the Company.
3. Should the employee not return to work after the agreed to extension, the provisions outlined in Article 5.06 (f) will be applied and the employee will be terminated.

U.S.W., LOCAL 9346

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April 2, 2011

ETTER OF UNDERSTANDING #6
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

TRADES WORK ASSIGNMENT

While the Company retains the right to assign employees work assignments as required, it is recognized that there may be opportunities for the Company to consider a request by an employee for a change in work assignments.

Tradesmen in the mine maintenance welding shop crew and electrical crew may request a different work assignment within their crew. Requests must be submitted in writing to the Company on the appropriate form indicating their choice of work assignments.

These requests will be considered by the Company and will be assigned on the basis of seniority, skills and ability, provided it does not interfere with the efficiency of the operation.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #7
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

BUSSING

The parties agree that bus departure time from the employer parking lot is 7:05 a.m. and 7:05 p.m. It is further agreed that employees working at Harmer will be paid five dollars (\$5.00) for each five (5) minute increment or portion thereof, that the designated departure time precedes 7:05 a.m. and 7:05 p.m.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #8
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

ACCUMULATION OF SENIORITY DURING LAY-OFF

Company seniority will accumulate during lay-off for the following purposes only:

1. Consideration for future job postings once recalled.
2. For the purpose of recall in accordance with Article 5.05 (a) and (b).
3. Consideration of seniority for future lay-offs or crew reductions.

If employees are recalled back to their original department the provisions outlined in 6.02 (b) will be waived.

If recalled to another department the provisions outlined in 6.02 (b) will apply.

It is understood by both parties that seniority will not accumulate during lay-off for any other purpose.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #9
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

STUDENT EMPLOYMENT

Preamble:

It is generally recognized that there is a benefit to the parties in providing job opportunities for summer employment to post-secondary students. As such the parties agree that the following terms and conditions shall apply in the employment of students at the operation.

Purpose:

The purpose of hiring students is to provide job opportunities for post-secondary students.

Terms and Conditions:

1. The hiring of students under this letter shall be restricted to the period of April 15th to September 15th.
2. Student employees working in job classes 1 through 6 shall be paid the appropriate rate for that classification.

Student employees shall be paid at a rate of seventy five percent (75%) for all work performed in job classes 7 through 11.

3. Students shall not qualify for Article 16, Health and Welfare benefits.
4. Students shall be paid four percent (4%) vacation pay each pay day.
5. The selection of summer students shall be at the Company's discretion.
6. All student employees hired must be eighteen (18) years of age, possess a valid B.C. Driver's Licence or equivalent and provide proof of registration in a post-secondary institution for the following school year.

7. Students may not be employed in the performance of bargaining unit work when a regular employee who is qualified to perform such work is laid off or during a vacation shut down. The employment of students shall not result in the displacement or lay off of regular bargaining unit members. In the event of a crew reduction while students are employed in the performance of bargaining unit work, students shall be laid off before any Special Assignment or regular bargaining unit members are laid off.
8. Students may only be assigned to work that they are properly qualified to do. All students shall be trained or re-familiarized for work they will be assigned prior to starting such assignments. All students when hired shall attend a new employee orientation session.
9. Students shall not acquire seniority.

U.S.W., LOCAL 9346

ELKVIEW OPERATIONS

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October 20, 2010

LETTER OF UNDERSTANDING #10
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

POST RETIREMENT BENEFITS

- (a) All retirement benefits paid out by the Company are payable by Elkview Operations and will cease when Elkview Operations discontinues operations due to:
1. economic reasons
 2. market reasons
 3. labour disputes
 4. lock-outs
- (b) (i) Those employees who qualify for post retirement benefits pursuant to article 17.08 (qualified retiree) will receive an annual allowance to assist with the cost of medical, extended health care and life insurance. If a qualified retiree retires between the date of ratification of this Agreement and December 31, 2011, the qualified retiree will receive a payment of \$1,500 annually until death or disqualification beginning the January following the year of retirement. If a qualified retiree retires between January 1, 2012 and December 31, 2013, the qualified retiree will receive a payment of \$2,000 per annum until death or disqualification beginning the January following the year of retirement. If a qualified retiree retires on or after January 1, 2014, the qualified retiree will receive a payment of \$2,200 per annum until death or disqualification beginning the January following the year of retirement. Annual allowances are a taxable benefit and will be paid by February 15th each year
- (ii) For the partial year that retirement commences the employees will receive a prorated amount for that year based on the following formula:
- 1/12th of the current year's entitlement for each full month of retirement in that year. IE: You retire July 01/2012 the employee would receive 6/12ths of \$2000.
 - This payment will be made on the first pay period of the first month following the first full month of retirement. IE: in the case above the employee would receive a onetime payment of \$1000.

- (c) A qualified retiree must contact the Company each January by January 31 in order to provide the qualified retiree's address and to request payment of the annual allowance. Failure by the qualified retiree to contact the Company by January 31 of the year for which the allowance is payable will result in the qualified retiree being disqualified from receiving the annual allowance.

U.S.W., LOCAL 9346

ELKVIEW OPERATIONS

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March 14, 2011

LETTER OF UNDERSTANDING #11
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

OVERTIME BANKING

Banked time is established to allow employees the opportunity to take time off without loss of pay. It is available to those employees who have completed their probationary period.

Employees working overtime may elect, at the time the overtime is worked, to bank the overtime instead of receiving payment.

Overtime hours worked will be banked at the applicable overtime rate (ie. two (2) hours overtime worked at one and one-half (1 1/2) times = three (3) hours banked at straight time).

Only overtime worked over and above your normal work schedule, overtime worked on a Statutory Holiday, or overtime which is paid at overtime rates under 8.05 (a), may be banked. (Training hours, all hours described in Articles 8.08 (a) i), 8.08 (b) and 8.10 cannot be banked).

Employees may accumulate a maximum of ninety-six (96) hours straight time at any given time.

Employees may take a maximum of ninety-six (96) hours banked time off in any calendar year. Banked time off may be broken into blocks of hours at a time, provided it is mutually agreed to between the parties. Accrued banked overtime hours may be carried over into the next calendar year, but the maximum of ninety-six (96) hours banked time off in any calendar year applies.

If the scheduling of banked time off conflicts with the scheduling of vacation, vacation requests received prior to February 15th will be given preference.

Preference for banked time off will be determined on the basis of Company seniority within the department of those employees whose applications for banked time off are received by February 15th in each year. Banked time off requests received after February 15th will be allocated, based on the dates they are received, on a first received, first scheduled basis.

The Company will grant banked time off at times most preferable to employees, provided that such requests do not unreasonably interfere with the requirements of operations.

An employee may request one (1) pay-out of banked time per calendar year.

All banked time will be paid out upon termination.

Hours will be banked at the employee's base hourly rate and hours will be paid out at the rate they were banked. Any rate overrides associated with working in a higher classification associated with the overtime hours banked will be paid in the pay period earned.

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LETTER OF UNDERSTANDING #12
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

FORCED OVERTIME

The parties agree that forced overtime on an employee's scheduled day of rest which is in excess of six (6) hours overtime during an employee's work period (work period defined as an employee's complete period of days starting with his first scheduled work day and concluding at the end of the first occurring rest days) shall be paid at double time.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #13
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

SPECIAL ASSIGNMENTS

In an effort to reduce contracting out and to provide employment in the Elk Valley, the Company and the Union agree to the following terms and conditions for the hiring of employees under this Letter of Understanding.

The need may arise to hire employees to perform special assignments of work from time to time where it is not feasible to utilize or hire a regular employee.

Accordingly, the following terms and conditions will apply to Special Assignments:

1. Special assignment is defined as work which is of a temporary nature. The following are only examples and it is agreed that special assignments are not limited to these examples.
 - i) vacation relief
 - ii) sickness and accident relief
 - iii) special projects
 - iv) special maintenance
 - v) leaves of absences.
2. Persons hired on special assignment will be terminated when that special assignment of work comes to an end, and shall have no seniority rights.
3. Special assignments will be clearly defined as to the type of work to be done and the duration of the work.
4. Special assignments will not exceed ninety-six (96) calendar days unless both parties mutually agree to extend these time limits.
5. Special assignment employees will receive the rate of pay for the job they are doing and in addition will receive sixty cents (\$0 .60) per hour in lieu of benefits.
6. Special assignment employees must be members of the Union as per Article 1.06 of the Collective Agreement.

7. Employees considered for special assignment will be hired on their own merits and any previous mining experience will be considered an asset. It is understood that the hiring of special assignment employees is not subject to the grievance procedure.
8. There will be no more than a number equal to five percent (5%) of the bargaining unit workforce hired under this Letter at any given time. The number may be expanded by mutual agreement to meet operational requirements.
9. The hiring of special assignment employees will not replace permanent jobs or employees.
10. All special assignment employees shall receive four percent (4%) vacation pay on gross wages. Vacation pay will be paid bi-weekly.
11. Both parties recognize that an additional purpose of this Letter of Understanding is to afford the Company better opportunities to provide leave of absence, preferred vacation times and time off work for permanent employees.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #14
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

SPLIT CLASSIFICATION OVERRIDE RATE

For those employees who are qualified to operate either the dozer or the grader in the Dozer/Grader classification, the following rate will apply when they operate such equipment:

Dozer	\$32.20
Grader	\$32.20
Tramming Loader	\$32.20

These rates will be subject to the rate increases outlined in Appendix "A".

This Letter will not apply to any employees in trainee classifications.

U.S.W., LOCAL 9346

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April 2, 2011

LETTER OF UNDERSTANDING #15
BETWEEN
ELKVIEW OPERATIONS (the Company)
AND
UNITED STEELWORKERS, LOCAL 9346 (the Union)

COAL PLANT 3 SHIFT SCHEDULE

At its discretion the Company may schedule employees to work a three (3) crew shift schedule based on a work cycle which is six (6) consecutive weeks, averaging forty-two (42) hours per week.

Should the Company decide to implement this schedule the Company shall not be required to meet with the Union prior to implementation outlined in 7.03.

Should the Union have alternatives to this schedule they can approach the Company for discussions.

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**Everyone Going Home
Safe and Healthy
Every Day**