

COLLECTIVE AGREEMENT

BETWEEN

**LINE CREEK RESOURCES LTD.
LINE CREEK MINE**

- AND -

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 115C**

EFFECTIVE

1 JUNE 1995 TO 31 MAY 1997

1006302

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Accident	Pay Period
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LETTERS OF AGREEMENT

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STATEMENT OF INTENT

it is our mutual desire to establish the Line Creek Operation as an environmentally sound, reliable, efficient and profitable supplier of coal with a working environment within which all employees will feel a sense of pride and accomplishment in their association with Line Creek Resources Ltd. in striving to achieve this concept of excellence, Management and the Union agree to cooperate fully to encourage the development of practices and procedures relating to the effective utilization of those employees coming within the scope of this agreement. Both parties pledge their support for the following:

The work shall be organized so that both the needs of the Company and the employees shall be considered in an effort to provide meaningful work, efficient production, safe working conditions and the opportunity for personal development.

To provide fair and equitable compensation based on demonstrated and applied knowledge and skills with opportunities for training being provided in line with both the needs and desires of the employees and the Company.

To foster a climate which will encourage initiative and generation of new ideas, supported by open two-way communications.

To encourage employees and Supervisors to deal constructively with differences as they arise so that trusting relationships will be developed and maintained.

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ARTICLE 1 - MUTUAL RECOGNITION

- 1.01** Line Creek Resources Ltd. (herein after known as the Company) recognizes the International Union of Operating Engineers, Local 115C (herein after known as the Union) as the sole bargaining representative for all its employees as defined in Article 2 regarding rates of pay, hours of work, benefits and all other conditions of employment in conformity with the laws of the Province of British Columbia.
- 1.02** The Union recognizes and agrees that the primary responsibility of the Company is to achieve a level of profitability through the effective management of employees and facilities, which will establish and maintain the Line Creek Operation as a viable business entity, and in so doing shall retain, maintain, and exercise all managerial rights, authorities and prerogatives, subject only to the express terms and provisions of this Agreement.
- 1.03** Management shall exercise its rights under this Article in a manner that is fair, reasonable and consistent with the terms of the Agreement.
- 1.04** An employee shall not be disciplined or discharged except for just and reasonable cause.
- 1.05** In furtherance to the philosophy outlined in the Statement of Intent, the Company agrees that prior to Implementing changes in policy matters, these matters will be discussed with the Union for the purposes of obtaining input. Copies of all policies relating to employees shall be forwarded to the Union prior to Implementation. Any changes in such policies made by the employer shall not be in conflict with the provisions of this Agreement.
- 1.06** This agreement shall become effective on June 1, 1995, and shall remain in full force and effect to and including May 31, 1997, and from year to year thereafter unless either party serves upon the other written notice to commence collective bargaining. Such notice shall be delivered within the 120 day period prior to May

31, 1997, or the anniversary date in any year thereafter.

1.07 Should either party give written notice to the other party pursuant to **Article 1.06** of this Agreement shall thereafter continue in full force and effect until:

- a) the Union shall give notice of lawful strike and has taken any action pursuant to such notice; or,
- b) the Company shall give notice of lawful lockout and has taken any action pursuant to such notice; or,
- c) the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

1.08 The Operation of **Section 50(2)** of the Labour Relations Code of British Columbia is hereby excluded.

Executed **this 16th day of September, 1994.**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C**

**LINE CREEK RESOURCES LTD.
LINE CREEK MINE**

Gord Chaisson
Bill Oliver
Ian Henze
Dave Bjarnason

Debbie Knight
Gary Hodges
David Honsberger

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee(s)" as used in and for purposes of this Agreement shall include all mine and plant operators, maintenance, warehouse and related personnel of the Company at its' Line Creek Mine and associated facilities located in the Elk Valley, British Columbia. Exceptions are those employees excluded by the Industrial Relations Act of B.C., supervisory, professional, clerical administrative, technical, laboratory, safety, security, environmental and survey personnel.

The parties recognize that there may be a need to contract out development work to prepare a new site for mining. This would be subject to the contracting out provisions of this Agreement.

ARTICLE 3 - SINGULAR OR MASCULINE TERMS

3.01 Singular and masculine terms have been used throughout this Agreement for the sole purpose of simplifying the writing of the text. For purposes of interpretation and meaning, the plural and feminine form should be used where the context requires.

ARTICLE 4 - JOB CLASSIFICATIONS

4.01 Job classifications are set out in the following departments:

1. Plant Operations
2. Maintenance
3. Mine Operations
4. Warehouse

4.02 Changes or deletions to the job classifications as set out herein require the mutual agreement of the parties.

4.03 Where the Company introduces a new function or effects changes to an existing job function which significantly alters the responsibility or complexity of the job, the appropriate pay rate shall be determined through negotiation between the parties. The changes or the new function shall be in effect for an experience period of thirty (30) working days prior to the negotiation of the rate, in order for the parties to evaluate the responsibility, complexity and workings of the new function or the impact of the changes. The Company shall set an initial rate for

the new or significantly changed job, which shall remain in effect during the experience period and until the parties have mutually agreed to a new rate. New rates shall be made retroactive to the date of introduction of the new function or changes.

Failing agreement on a new rate, the difference may be presented to the General Manager or his representative for resolution.

Failing a satisfactory resolution at that stage, the difference may be referred to Arbitration, as per Article 21, for final and binding settlement. In such cases, the arbitrator shall have the power to determine the appropriate pay rate and to order the retroactive payment of wages owing to person(s) performing the job since its introduction.

4.04 Classifications

CLASSIFICATIONS	JOB LEVEL	FUNCTION
Mine Operator	1 - 5	Shovel
Plant Operator	1 - 10	Control Room
Plant H.E.O.	4, 6, 7	Refuse Truck
Janitor/Helper Plant	1	Janitor
Specific Trade Tradesman (Includes Apprentices)	1 - 12	Certified
Serviceman	3	
Lubeman	2	
Maintenance Helper	1	
Janitor (Mine Services Building)	1	
Tireman	1 - 3	
Warehouseman	1 - 7	Apprentice
Courier/Helper	1	

ARTICLE 5 - WAREHOUSE DEPARTMENT

Rates effective June 1st of each year.

5.01 The following charts represent the applicable wage rates and the progression systems in the Warehouse Department.

a) Certified Warehouseman

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
7	Journeyman Tradesman	23.27	23.72

JOB LEVEL	MONTHS	1995 HOURLY RATE	1996 HOURLY RATE
6	31 - 36	20.49	20.94
5	25 - 30	20.13	20.58
4	19 - 24	19.79	20.24
3	13 - 18	19.44	19.89
2	7 - 12	19.10	19.55
1 (ENTRY)	0 - 6	18.74	19.19

c) Courier/Helper

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
Entry	Courier/Helper	18.12	18.57

ARTICLE 6 - MAINTENANCE DEPARTMENT

Rates effective June 1st or each year.

6.01 The following charts represent the applicable wage rates and the progression systems in the Maintenance Department.

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
12	Journeyman Tradesman	23.27	23.72
11	Uncertified Trades (5 years plus)	21.96	22.41

b) Apprenticeship Program

JOB LEVEL	MONTHS	1995 HOURLY RATE	1996 HOURLY RATE
10	55 - 60	21.91	22.36
9	49 - 54	21.50	21.95
8	43 - 48	21.18	21.63
7	37 - 42	20.83	21.28
6	31 - 36	20.49	20.94
5	25 - 30	20.13	20.58
4	19 - 24	19.79	20.24
3	13 - 18	19.44	19.89
2	7 - 12	19.10	19.55
1 (ENTRY)	0 - 6	18.74	19.19

Duration of Current **Apprenticeship** Programs:

36 Months

- Welder
- Lineman
- Industrial Warehouseman

48 Months

- Light Duty Mechanic
- Heavy Duty Mechanic
- Millwright
- Machinist
- Electrician
- Carpenter
- Steamfitter/Pipefitter

60 Months

- Industrial Instrumentation

c) Serviceman/Lubeman/Helper

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
3	Serviceman	20.83	21.28
2	Lubeman	20.51	20.96
1 (ENTRY)	Helper	18.12	18.57

Backup: Should the full Serviceman function be required, a Heavy Duty Mechanic may be assigned.

Helpers may be assigned to provide backup, however, they shall only perform the lube/fuel components of the function and shall be paid the Lubeman rate while performing this function.

d) Tireman

JOB LEVEL	TIME	1995 HOURLY RATE	1996 HOURLY RATE
3	After 2080 hours	20.83	21.28
2	1040 - 2080 hours	19.73	20.18
1	0 - 1040 hours	18.88	19.33

Backup: Heavy Duty Mechanics on site may change tire assemblies to meet production needs.

e) Janitor

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
Entry	Janitor	18.12	18.57

6.02 a) **Conventional Crane**

Due to the minimum operating hours, the Company may elect to utilize certified contract crane operators rather than train. Should the current conventional crane operator be unavailable, including the use of overtime, the Company may utilize certified contract crane operators.

b) **Hydraulic Crane**

A minimum of one (1) qualified Crane Operator shall be selected and shall be given adequate training to cover maintenance activities from each of the following crews:

A, B, C and D Shift and the two (2) Field Crews on **Dayshift**.

The initial selection of the Operator shall be made by the crew, however, the Company shall not be required to train should a qualified Operator be present on the crew.

ARTICLE 7 - PLANT OPERATIONS DEPARTMENT

7.01 **Progression**

The Plant Operations Department has a single line progression based upon meeting the time restraints and the written and practical performance standards.

7.02 Job Classification

Rates effective June 1st of each year.

a) Plant Operators

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
10	Journeyman Plant Operator	23.27	23.72
9	Control Room Operator	22.13	22.58
8	Thickener Operator	21.57	22.02
7	Flotation Operator	21.10	21.55
6	Loadout Operator	20.64	21.09
5	Heavy Media Operator	20.23	20.68
4	Dryer Operator	19.84	20.29
3	Pump Operator	19.49	19.94
2	Breaker Station	19.14	19.59
ENTRY		18.12	18.57

b) Heavy Equipment Operators

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
7	Dozer	21.10	21.55
6	L.D. Loader	20.64	21.09
4	Refuse Truck	19.84	20.29

The H.E.O. is also involved in the operation of the backhoe, the grapple, the supersucker and water truck. This equipment is classified as support equipment and has no specific pay rate associated with it.

JOB LEVEL	JOB FUNCTION	1995 HOURLY RATE	1996 HOURLY RATE
ENTRY	*Janitor/Helper	18.12	18.57

7.03 Training for Minimum Competency

- e) The employee shall receive theoretical training, and must pass a written examination.

- b) The foreman, training foreman or a designated operator shall stay with the operator for introduction to the area until the trainee is fully familiar with the area and related duties.

- c) The examination shall take place within 16 working days from the start of the training. The trainee shall notify the foreman or training foreman when ready to challenge the test. The applicable rate change shall go into effect upon successful completion of the examination.

- d) Where the trainee has indicated the readiness but is not able to do the examination within 16 working days, the change in pay rate, upon successful completion, shall be made retroactive to the 17th working day from start of training.

- e) Journeyman Plant Operator status is achieved upon completion of the control room operator skill level.

7.04 Training Assignments

All training assignments for the purpose of progression shall be announced in a training notice which shall be displayed on the Plant bulletin boards for seven (7) calendar days. A copy of the notice shall be forwarded to the Union office.

7.05 Time Restraints

Time restraints are set at seventy-two (72) scheduled working days. Where an operator is not able to attend the scheduled working days, eg. by reason of sickness, vacation, or leave of absence, completion can be challenged through a field test as long as a minimum of 54 days has been worked in the specific skill level. Having passed the field test the operator shall move to the next skill level upon expiration of the 72nd scheduled working day.

7.06 Procedures on Not Meeting Performance Standards

- a) *Examination:* if an examination is failed, there shall be additional training in the classroom and in the field. A second examination shall be done within three (3) working cycles from the first examination.

- b) *Performance:* if an operator encounters major problems in a specific skill level, he shall receive additional training beyond the 72 scheduled working day level. He shall be given an additional 20% of the 72 scheduled working day time restraints (up to 86 scheduled working days) to meet the skill requirements. If he fails to achieve competency within the additional time he shall rotate downwards until an opening (for training) becomes available in that skill level.

7.07 Accelerated Progression

- a) Accelerated Progression indicates a reduction from the time restraints of the **seventy-two (72) scheduled working days**.
- b) Accelerated Progression is applied to secure the required skill levels within a crew as a provision to reduce the need for **crew/schedule** changes.
- c) Accelerated Progression can be a **consideration** at the time the need for a **crew/schedule** change is established, thus increasing the options.

Such an offer shall be made to the appropriate candidate if:

- 1. A minimum of **54 working** days is completed in the current skill level at the time that the **crew/schedule** change arises, and;
 - 2. The candidate will pass the **field** test in the current skill level.
- d) Management reserves the right to accelerate an employee prior to **54** working days to meet operational needs.

7.08 Rotation

Job rotation is a means of:

- ▶ providing a variety of work situations;
- ▶ maintaining competency in all levels;
- ▶ creating training and progression opportunities for all operators.

7.09 Integrated Rotation

At all times it is essential that the Plant must be operated in an efficient and safe manner.

To ensure **stability** and quality of **operation**, the opportunity to rotate between the Plant and H.E.O. functions can take place under the **condition** that each crew has a core of operators in the required **level** of skills.

To provide the **option** for Plant operators and heavy equipment operators to rotate and progress through the Plant and H.E.O. functions on an integrated basis:

- a) Plant operators, after obtaining the skill level **10** in Plant, shall have the opportunity to rotate through the H.E.O. classification, maintaining his **skill level 10** pay, providing:
 1. The crew composition is such that the required skill levels are **maintained** should the exchange take place.
 2. The Plant operator agrees to return to duties in the Plant when required.

- b) Heavy equipment operators, after reaching skill level **7** in the heavy equipment classification, shall have the **opportunity** to rotate through the Plant operators classification. His skill level **7** pay rate shall be maintained until he progresses beyond that level in the Plant operator classification, providing:
 1. The rotation through Plant shall not result in a shortage of heavy equipment operations **skills** on the crew.

2. The heavy equipment operator agrees to return to duties as **heavy equipment operator when required.**
 3. There is no one in training for the breaker skill level on the crew.
- c) A trainee on integrated rotation may within the first **fourteen** (14) calendar days voluntarily discontinue training and be returned to his previous classification. This shall cancel that specific integrated rotation opportunity.

7.10 General

- a) The Company shall employ **H.E.O.'s** to cover refuse dump maintenance or any other specific requirements.
- b) Plant operators, subject to having the required skills may assist in functions other than their assigned function.
- c) Vacation scheduling shall allow a minimum of two (2) employees per crew to be off on vacation at one time. It is understood that a minimum of one (1) **H.E.O.** per crew may be off for vacation at one time. Plant janitors and Plant **dayshift H.E.O.** shall not be considered as part of the plant crews for vacation scheduling.

ARTICLE 8 - MINE OPERATIONS DEPARTMENT

Rates effective June 1st of each year.

8.01 Job Classification

JOB LEVEL	INITIAL TRAINING RATE		MINIMUM COMPETENCY RATE		COMPETENCY RATE		FULL RATE	
	1995 Hourly Rate	1996 Hourly Rate	1995 Hourly Rate	1996 Hourly Rate	1995 Hourly Rate	1996 Hourly Rate	1995 Hourly Rate	1996 Hourly Rate
5	22.40	22.85	22.89	23.14	22.98	23.43	23.27	23.72
4	21.25	21.70	21.53	21.98	21.81	22.26	22.10	22.55
3	20.57	21.02	20.71	21.16	20.85	21.30	20.99	21.44
2	20.09	20.54	20.20	20.65	20.31	20.76	20.42	20.87
	0 - 4 MONTHS		5 - 8 MONTHS		9 - 12 MONTHS		OVER 12 MONTHS	
1	18.12	18.57	18.74	19.19	19.36	19.81	19.98	20.43

8.02 Permanent Skill Requirement

A permanent skill requirement results from a *shortage* of qualified skills on a crew as determined by Article 8.03 or when a temporary skill requirement exceeds the time limits in Article 8.04 (c).

The following functions shall be subject to a permanent skill requirement posting:

- Shovel
- Rotary Drill
- Exploration Drill
- Excavator
- Blaster
- Hoe
- Heavy Duty Loader
- **Dozer**
- Crusher
- Grader
- Rock Haulage
- Wheel Dozer
- Coal Haulage
- Utility Crew
- Service Operator*

- ★ The Service Operator function shall include the tasks of Mine Helper, Dumpman, Sand/Water Truck, and Labourer duties. The employee shall obtain minimum competency in each of these tasks within eight (8) shifts worked in that task and shall obtain competency in all functions within nine (9) months.

In accordance with the procedure outlined in Article 9.01 (f), a permanent skill requirements shall be posted on all bulletin boards, and shall be selected in the following manner:

a) For functions in Job Level 4 and 5:

- i) Senior qualified applicant (Company seniority within the department).
- ii) Senior applicant (Company seniority within the department).
- iii) Should no applicant accept, the junior qualified employee (Company seniority) from within the department, permanently performing a function in Job Level 3 or below and not presently holding a designated back-up function in Job Level 4 or 5, shall be assigned.

Should the foregoing steps fail to fill the vacancy then:

- iv) Senior qualified applicant (Company seniority).
- v) Senior applicant (Company seniority).
- vi) Hire into vacancy.

b) For Job Levels 1, 2, and 3 the selection shall be:

- i) Senior qualified applicant (Company seniority within the department).

- ii) Senior applicant (Company seniority within the department).
 - iii) Senior qualified applicant (Company seniority).
 - iv) Senior applicant (Company seniority).
 - v) Hire into vacancy.
- c) When a vacancy will result in someone entering the Mine Operations department the Company may elect to hire a temporary employee prior to the completion of the **postings**. Should the resultant vacancy be within the Mine Operations department such employee shall be hired permanently into the vacancy.
- d) The vacancy shall be filled within fourteen (14) calendar days of the selection being made subject to (i) and (ii) below.
- I) Should the employee be unable to fill the position within **30** calendar days due to a personal leave of absence, or within **60** calendar days due to a non-occupational injury. Illness, or an occupational (**WCB**) illness or injury, from the date of becoming the successful applicant, the posting on which he was selected shall be awarded to the next eligible applicant who is physically able to perform the work at that time.
 - ii) Should there be an inability to train due to manpower or equipment restrictions, the designated back-up shall be temporarily assigned. In such event the Crew **Supervisor** shall inform the successful employee of the reason for the delay in training and the date the training shall commence.
- e) Trade-offs shall be allowed between the Operator and the

designated back-up providing they have reciprocal skills.

- i) **Should the employees, of their own choosing, trade off** they shall maintain their regular rates of pay;
 - ii) The Company may require employees to trade off for safety or training purposes and in such instances the employees shall be paid the greater of their present rate or the rate for the function being performed:
 - iii) Trade-offs shall not occur without the prior knowledge and consent of the Supervisor. It is understood that the Supervisor will not unreasonably deny the trade-off.
 - iv) Trade-offs may occur between employees performing functions In Job Levels 1, 2, or 3 with prior notification to the Supervisor providing the employees have reciprocal skills.
- f) Employees who are not required to operate equipment in their regular function shall be assigned as required providing, however, that where applicable the designated back-up has been offered the opportunity to perform the function.

8.03 Minimum Permanent Skill Re _____

The Company shall determine the composition of permanent skills necessary for the effective operation of each crew.

Should either party raise a specific concern during the ongoing operation of the Mine Operations department as to the minimum number of permanent skills required, then the following formula shall be used:

$$\frac{\text{Actual Operating Hours for the Previous Six Months}}{750 \times \text{Number of Crews}} = \text{Permanent Skill Requirement}$$

In the event of a significant change to the mining process which may impact the number of permanent skills required, then the following formula shall be used:

$$\text{Forecasted Operating Hours in the Next Six Months} = \text{Permanent Skill Requirement} \\ 750 \times \text{Number of Crews}$$

In applying the formula, the operating hours shall be the hours for the crew(s) performing the similar function being evaluated. The number of crews shall be the number of crews for which the review is being conducted. The Company shall not be required to conduct a review more often than once in a six (6) month period for each permanently posted equipment fleet.

A permanent skill shall be required for each whole number. For any resultant 1.0 or greater, any fraction 0.75 or greater shall be rounded up to the next whole number. For any resultant less than 1.0 a back-up shall be posted excluding the Scraper and Secondary Drill, which shall be operated using any employee in the Mine Operations department with the skill.

8.04 Temporary Skill Requirement

- a) A temporary skill requirement shall be filled from within the crew to cover absences of up to six (6) months in duration due to injury, illness, or approved leaves of absence. At the end of this period, a temporary skill requirement shall be posted unless upon review with the Union it is agreed that the employee's return is imminent.

- b) If filling a temporary skill requirement from within the crew results in a temporary deficiency in back-up skills, the qualified employee in ascending order of Company seniority within the

department in Job Level 1, 2, and 3, may be reassigned providing he is not presently a designated back-up for a function in Job Level 4 or 5 and subject to maintaining the required skills on crew.

If the deficiency in back-up skills cannot be satisfied by reassignment from Job Level 1, 2, or 3, a temporary back-up vacancy shall be posted within three (3) months unless upon review with the Union it is agreed that the employee's return is imminent.

- c) Upon return to work from an absence of up to one (1) year in duration as a result of a non-occupational injury, illness, approved leave, or up to two (2) years for occupational (WCB) illness or injury, the employee shall be returned to the permanent job function held at the time he became absent.
- d) In the event the employee returns from an absence to that function within the time period specified, the employee filling the temporary skill requirement shall return to his former function. If the temporary skill requirement extends beyond the time limits as per Article 8.04 (c), the vacancy shall be posted as permanent unless upon review with the Union it is agreed that the employee's return is imminent. Filling of a temporary skill requirement does not prohibit the employee from bidding on any other permanent vacancy that may arise, however, the employee may not bid on any other temporary vacancy.
- e) Upon return to work after an absence of greater than the time limits in Article 8.04 (c), the employee shall be managed in accordance with Article 8.12 (a) (i)(ii).

- f) Employees returning to work from an absence of greater than the time limits in Article 8.04 (c) shall be paid the greater of the rate for the assigned job function or, if applicable, the red circled rate. If, however, due to medical restrictions, the employee is unable to perform on an ongoing basis all the skills associated with his red circled rate, within six (6) months of his return to work with medical restrictions, his red circled rate shall be reduced accordingly as per Article 8.10 (g).

8.05 Permanent Back-Up Skill Requirement

Back-up skills shall be maintained on the crews to cover instances of incidental absences, fluctuating workloads, and temporary vacancies.

- a) The Company shall maintain, on each pit crew, a minimum of one (1) designated back-up for:

- Shovel
- Rotary Drill
- Excavator
- Hoe
- Heavy Duty Loader
- Dozer
- Grader
- Wheel Dozer
- Light Duty Loader

Any new hire regardless of job level shall be trained and available as back-up or temporary assignment in Waste Haulage, Coal Haulage and Job Level 1.

- b) Should a concern arise during the ongoing operations of the Mine Operations department or in the event of a significant change to the mining process, the Union and the Company shall review the number of designated back-ups and if necessary make adjustments.

- c) If two or more designated back-ups are established in a **function** the opportunity to operate the equipment **shall be** distributed as equitably as practical amongst **the** back-ups.
- d) Back-up opportunities shall be filled from within the crew and the Company shall maintain a system which will verify that employees designated as back-up were selected in accordance with the following selection criteria and process:
- i) Designated back-ups shall be selected or assigned from job levels **lower** than the function requiring back-up except for Job Level 1, 2, and 3 for which back-up may come from within any of those levels.
 - ii) Senior qualified employee on crew in descending order of Company seniority who **is** eligible to fulfil a back-up position;
 - iii) Post on a departmental basis and select the senior qualified (Company seniority within the department);
 - iv) Assign a qualified employee from the **department**, In ascending order of Company seniority, who does not already hold a **designated** back-up position and is eligible to fulfil a back-up function.

An employee shall have the right to decline the assignment, however, should they be in receipt of a red circled rate it shall be reduced in accordance with **Section 8.10 (g)**.

Should there be no qualified, eligible employee who does not already hold a designated back-up in a function then the selection shall be as follows:

- v) Senior employee (Company seniority within the department).
- vi) Assign junior employee on crew (Company seniority);

Should the successful applicant be from another crew, then they shall be permanently transferred to the crew and assigned to Waste Haulage and paid the rate for the function, or if applicable, their red circled rate. If required, the junior employee on crew in Waste Haulage shall be reassigned, he shall be paid the greater of his present rate or the rate for the function he is assigned to.

- e) Employees may hold only one (1) designated back-up position at a time.
- f) Due to the critical nature of the Shovel, Rotary Drill, and Excavator functions, employees in these functions shall not be entitled to hold a designated back-up function.
- g) While performing the back-up function the employee shall receive the greater of his present rate or the rate for the function in accordance with Article 8.10.
- h) If an employee through occasionally providing back-up, obtains competency as per Article 8.10, they shall be considered qualified in the skill.

I) Back-up opportunities shall be assigned as follows:

Full Shift: The designated back-up shall be assigned the task. Should the designated back-up be unavailable to accept the assignment, then the opportunity shall be offered to:

I) A qualified employee not required to perform their regular function.

II) Any employee with the skill.

Partial Shift: The task shall initially be assigned to the employee readily available with the skill, however, the designated back-up shall be offered the option to take over the task and should he desire to do so, the change shall occur at the first appropriate opportunity, but in any event, no later than the next designated break. Should the designated back-up decline the opportunity, it shall be assigned to any employee with the skill.

8.06 General

To be a successful candidate for a permanent, temporary, or designated back-up position, the employee must be physically able, be eligible for selection, and have any necessary qualifications and/or prerequisites to perform the work.

8.07 Training Application

a) Once an employee has been assigned as a Trainee, he shall spend 100% of the time in that function until, in accordance

with Article 8.10 (b), minimum competency is attained.

- b) Employees requiring training shall enter the position at the initial training rate for the function. Employees receiving a red circled rate who bid to any position requiring training shall forfeit the red circled rate.
- c) If familiarization training is required for a piece of equipment within a function, the training opportunities shall be offered to all employees holding a permanent skill requirement in the function on the basis of Company seniority. Familiarization training, at the Company's discretion, may be required. Familiarization training shall not affect red circled rates.
- d) Should training be required, employees who receive training in the Scraper or Secondary Drill function shall not have their red circle rate affected. Such training opportunity shall be offered to employees on the crew in descending order of Company seniority.
- e) On the job training shall be done by a qualified Trainer as designated by the Company. Qualified Trainers from within the Mine Operations department shall be selected by the Company and the selections shall be reviewed with the Union. Employees wishing to be considered as qualified Trainers shall advise the Training Supervisor in writing of their desire.

8.08 Discontinuance of Training

- a) A Trainee may within sixteen (16) shifts worked of commencing training, voluntarily discontinue training and be returned to his previous function and shall have any applicable red circled rate reinstated, however, he shall be suspended from bidding until

the completion of the appropriate suspension as per Article **8.09**.

- b)** A Trainee who voluntarily discontinues training after the completion of **sixteen (16) shifts** worked but prior to obtaining minimum competency shall be returned to **his** previous function and shall be paid the rate for the function. He shall be prohibited from bidding on another permanent skill until the completion of the appropriate suspension as per Article **8.09**, and shall not be given preference over a more senior employee when bidding for the **same** training in the future.
- c)** Having obtained minimum competency, but prior to obtaining competency, should the employee voluntarily discontinue training he shall be handled in accordance with Section **8.12 (a)**. However, **8.12 (a) (iii)** shall not apply and any **loss of** an employee's red circled rate due to training shall not be reinstated. In addition, the employee shall be suspended from bidding on another permanent skill until the completion of the appropriate suspension as per Article **8.09**.
- d)** Having obtained minimum competency, but prior to Obtaining competency, should the employee have to discontinue training due to medical restrictions which prohibit him from doing the function he shall be handled in accordance with **8.12 (a)**.

Employees who have discontinued due to permanent medical restrictions shall have their red circling reinstated, however, should the employee, due to the medical restriction, be unable to perform on an ongoing basis all the skills **associated** with red circled rate, it shall be reduced accordingly as per Article **8.10 (g)**.

- e) Should the Trainee be discontinued by the Company for reasons other than competency he shall be given preference over other senior applicants requiring training for a period of two years from the date of discontinuance, providing he bids on the next posting for the same vacancy. Employees who are discontinued by the Company for reasons other than competency shall be paid the greater of their previous rate or any applicable red circling.
- f) In Instances of discontinuance for reasons other than competence the training hours accumulated may, at the discretion of the employee, be credited once he has been awarded a training vacancy on the same equipment.
- g) Should the placement of the employee into a training position create a vacancy such vacancy shall not be posted until the employee has attained minimum competency.

8.09 Selection Suspensions

The successful applicant for a permanent skill requirement and employees as otherwise noted within this Article shall not be permitted to bid on another permanent skill requirement within the department from the date of the selection for a period of:

- Job Level 5 - 12 months
- Job Level 4 - 9 months
- Job Level 3 - 6 months
- Job Level 2 - 6 months

The successful employee for a back-up position shall not be selected for another back-up position within the department for a period of six (6) months after the date the selection was made.

Selection suspension does not apply in the following cases:

- I) an employee holding a permanent skill requirement wishing to be considered for selection as a permanent back-up;
- II) an employee holding a permanent back-up skill requirement wishing to bid on a permanent skill requirement posting;

However, no employee shall be entitled to hold any two functions at the same time which require training.

Any employee who after becoming the successful candidate, declines the vacancy shall be suspended from bidding on another position until the completion of the appropriate suspension as per this Article.

A successful qualified applicant for a permanent skill requirement shall have eight (E) shifts worked to voluntarily discontinue. He shall be returned to his previous function and paid his previous rate, however, shall be suspended from bidding until the completion of the appropriate suspension as per this Article. The posting on which he was selected shall be awarded to the next eligible applicant.

8.10 Competency

Employees shall be paid the greater of the rate for the function they are permanently assigned to, the function they are performing, or the applicable red circled rate, except as otherwise provided for within this Article.

Rat8 of Pay

- a) Employees requiring training shall enter the position at the initial training rate for the function. An employee receiving a red circled rate who is the successful employee for any position requiring training shall forfeit the red circled rate.
- b) The employee shall receive the minimum competency rate when it is determined through an evaluation by the Crew Supervisor and Training Supervisor that the employee is performing at the minimum competency performance standards and the employee has completed the necessary hours.

In the event the evaluation occurs after the completion of the necessary hours the rate increase shall be paid for all hours worked since the completion of the necessary minimum competency hours.

- c) The employee shall receive the competency rate and shall be considered qualified when it is determined through an evaluation by the Crew Supervisor and Training Supervisor that the employee is performing at the competency performance standards and the employee has completed the necessary hours.

In the event the evaluation occurs after the completion of the necessary hours, the rate increase shall be paid for all hours worked since the completion of the necessary competency hours.

- d) The employee shall receive the full rate upon having obtained competency and having completed the necessary full rate

hours.

- e) An employee with verifiable previous relevant operating experience in the function shall be entitled to be evaluated at the competency level prior to accumulation of the necessary competency hours. Should he meet the Competency performance standard he shall receive the competency rate.
- f) Employees hired into the Service Operator function shall enter the function at the entry rate and shall receive a rate increase every four (4) months worked during the first year. Periods of absence, excluding vacation, greater than one (1) cycle shall not be credited as time worked for the purpose of pay increases.
- g) An employee's red circled rate shall be their rate of pay as of the date of ratification of the 1992 Collective Agreement, and any applicable negotiated wage changes resulting from that Agreement. The red circled rate may be less than the rate an employee is actually being paid. When an employee's red circled rate is reduced in accordance with this Article, it shall be reduced only once for each skill affected in the following manner:

Should the red circled rate be equivalent to a full rate for a particular job level, the rate shall be reduced by an amount equivalent to one half (1/2) of the full rate wage difference between the aforementioned job level and the one below it.

Should the red circled rate be between two (2) job levels the amount shall be equivalent to one half (1/2) of the difference between the full rates for the two aforementioned job levels.

Should, due to medical restrictions, more than one reduction be required at a specific time, each value calculation shall be done separately from the preceding one.

The removal of all or part of any employee's red circled rate shall not remove the employee's skill **qualification**, and they shall be **considered qualified** except for instances due to medical restrictions.

8.11 Pre-Competency Review

Employees shall be reviewed relative to the competency performance standards once they have completed **75%** of the competency hours. Upon completion of this review the employee shall be advised of any concerns which may result in the employee being unsuccessful at obtaining competency as well as the appropriate operating knowledge, procedures, or practices to correct the concerns.

In the event the evaluation is delayed, the employee may request up to an equivalent extension in hours prior to being evaluated at the competency performance standard. Any entitlement to a rate increase shall be related to the extended hours.

8.12 Removal From Function

- a) Should the employee **be** removed from the function for reasons of competency, and as otherwise identified within this Article, the employee shall:
 - 1) be assigned to Job Level 3, however, he shall perform any necessary functions for which he is qualified in Job Levels 1, 2, or 3;

- ii) the employee shall be considered as having bid on all permanent skill requirements for which he is qualified:
 - iii) be paid the greater of the rate for the job function he is assigned to, or if applicable, any red circled rate which shall be reduced as per Article 8.10 (g);
 - iv) not be used in the discontinued function;
 - v) employees who fail at full competency shall not re-apply for the training in the same skill as the one at which he is unsuccessful;
 - vi) employees who leave a function prior to challenging full competency shall not reapply for training in the same skill for twenty-four (24) months;
 - vii) employees who leave a function due to medical restrictions shall not re-apply for the same skill for twenty-four (24) months after the removal of the pertinent medical restrictions.
- b) Should an employee be removed from a function due to medical restrictions which prohibit him from doing the function he shall be handled in accordance with Article 8.12 (a). Employees who have discontinued due to medical restrictions shall have their red circled rate reinstated, however, should the employee, due to the medical restriction, be unable to perform on an ongoing basis all the skills associated with his red circled rate, it shall be reduced accordingly as per Article 8.10 (g).

- c) Employees hired as qualified into a vacancy within Job Levels 1, 2, 3, 4, & 5 who are unable to perform at the Competency performance standards within eight (8) shifts worked in the function shall have their employment terminated.
- d) Employees hired into training who are unable to obtain minimum competency as per this Article shall be terminated.
- e) All employees must be competent in Coal Haulage, Waste Haulage, and Service Operator functions.

8.13 Reassignment From Function

- a) Where there is more than one employee on crew having a permanent skill function the reassignment from performing the function shall rotate amongst all such employees on a 4-cycle basis.
- b) Reassignment from the function shall be done in the following manner:

Full Shift: Where one or more of the employees are not required to perform their regular function they shall be reassigned starting from the bottom of the list.

Partial Shift: The employee(s) whose regular function is discontinued part way through the shift shall be the one reassigned during that shift.

- c) Employees who are not performing their regular function shall be given the first opportunity to return to their normal function unless they are required to continue their present assignment

due to the shortage of skills.

- d) The Company, however, may reassign any employee if necessary due to an incidental shortage of skills.

8.14 Utility Crew

- a) The function of the Utility Crew is to perform development activities at the Line Creek Mine, to operate road maintenance equipment and to carry out peripheral jobs at Line Creek Mine.
- b) in order to qualify to bid on the Utility Crew employees shall be qualified on at least three of the following pieces of equipment:

- Hoe
- Dozer
- Crusher
- Grader
- Scraper
- Sand Truck

It is recognized that this is a listing of major equipment. Occasionally, Utility Crew employees shall operate other pieces of equipment to perform their normal duties. The major equipment listing may change as the types or size of equipment used for doing the road work changes. If there is a need to change this major equipment list, Article 4.03 of the Collective Agreement shall apply. The Company shall inform the Union of the change, and explain the reasons for it prior to posting.

Order of Applicant Selection

- 1) The senior applicant (Company seniority within the department) having either Grader or ~~Scraper~~ and at least two of the other listed skills.

- ii) The senior applicant (Company seniority within the department) having either Grader or Scraper and at least one of the other listed skills.
 - iii) The most senior applicant (Company seniority within the department) applying.
- c) The Grader, Scraper, Crusher as per Article 8.14 (f), and familiarization with the Sand Truck are the only functions where training shall be done on the Utility Crew. This training shall not affect red circled rates.
- d) The Utility Crew employees shall provide the back-up for the Blasting Crew to cover incidental absences, fluctuating workloads, and temporary vacancies.
- e) The Crusher Operator posting shall be department wide. If there are no qualified applicants then the selection process outlined in Section 8.14 (b) shall apply. When the Crusher is not operating the Crusher Operator shall be utilized as part of the Utility Crew.
- f) One Utility Crew employee shall provide back-up for the Crusher Operator to cover incidental absences, fluctuating workloads, and temporary vacancies. Selection shall be first offered in descending order to the senior qualified employee (Company seniority) on the Utility Crew, then in descending order to the most senior employee (Company seniority) on the Utility Crew. The junior employee (Company seniority) on the Utility Crew shall be assigned.

- g) If a Utility Crew employee through occasionally providing back-up to the Crusher Operator completes the requirements of a **Crusher Operator he shall be considered qualified.**
- h) In the event that mine equipment is assigned to do **tasks** normally associated with the Utility Crew and vice versa, then, should the normal Operator be available and not already being utilized in the function, he shall be given the opportunity to perform the work.
- i) Utility Crew employees shall be paid at Job Level 4 regardless of the function being performed.

8.15 Blasting Crew

- a) The function of the Blasting Crew is to carry out the blasting activities at the Line Creek Mine.
- b) Vacancies on the Blasting Crew shall be posted in accordance with Article 8.02 Permanent Skill Requirement,
- c) The number of employees on the Blasting Crew shall be adjusted as required based on the production levels and the usage of Utility Crew employees to assist the blasting function.
- d) On a quarterly basis, qualified Blasters on the Blasting Crew shall rotate through the position of Senior Blaster. Employees fulfilling this function shall be paid at Job Level 5.
- e) The Blasting Crew shall provide back-up to the Utility Crew for the labour jobs as well as to cover incidental absences, fluctuating workloads, and temporary vacancies and may occasionally operate equipment on which they are **qualified.**

Blasting Crew employees may be assigned to operate the Secondary Drill.

- f) If an employee through occasionally providing back-up to the Blasting Crew completes the requirements of a Blaster, he shall be considered qualified.

8.16 Mine Operator Classification

JOB LEVELS WITHIN A CLASSIFICATION	FUNCTIONS WITHIN JOB LEVEL	MINIMUM COMPETENCY (OP. HOURS)	COMPETENCY (OP. HOURS)	FULL RATES HOURS (OP. HOURS)
5	Shovel	432	1,620	2,160
	Rotary Drill	432	1,620	2,160
	Exploration Drill	1,080	1,620	2,160
	Excavator	324	1,224	2,160
4	Blaster	1,080	1,620	2,160
	HOE	324	1,224	2,160
	Heavy Duty Loader	324	1,224	2,160
	Dozer	324	1,224	2,160
	Crusher	324	1,224	2,160
3	Grader	216	816	2,160
	Rock Haulage	216	816	2,160
	Scraper	216	816	2,160
	Wheel Dozer	216	816	2,160
2	Coal Haulage	216	816	2,160
	Secondary Drill	216	816	2,160
	Light Duty Loader	216	816	2,160
1	Service Operator	Within eight (8) shifts worked per function.	All functions within nine (9) months.	

ARTICLE 9 - JOB/TRAINING VACANCIES - AREA/SCHEDULE
CHANGES

9.01 Job Vacancies

- a) A **job** vacancy arises as a result of an **addition** or replacement to the work force in any **classification**.

- b) All job vacancies shall be posted at the entry level or the certified trade level.

- c) For the purpose of this article, the following applies:
 1. Entry level has no qualification requirements except for **Tireman, Certified Trades and Trades Apprentices**.

 2. **Certified** means any provincial or inter-provincial ticket.

- d) Entry level and certified trade level are defined as the following:
 1. Plant Operations
 - I) **Janitor/Helper**
 - II) **Plant Entry Level**
 - III) **H.E.O. Entry Level**

 2. **Mine Operations**
Upto Job Level 3 excluding **Grader and Rubber Tire Dozer**.

 3. Warehouse
 - I) **Courier/Helper**
 - II) **Certified Warehouseman**
 - III) **Apprentice (0-6 months)**

4. Maintenance

- i) Helper**
- ii) Janitor**
- iii) Certified Tradesman**
- iv) Apprentice (0-6 months)**
- v) Serviceman**
- vi) Lubeman (Plant)**
- vii) Tireman (0-12 months)**

- e) Job vacancies shall only be applied for by employees not in the classification in which the vacancy exists, except in Mine Operations where the procedure in Article 8.02 a) or 8.02 b) shall be followed [9.01 h) and 9.01 i) 1. shall apply].**

- f) Notification of a job vacancy shall be displayed on all bulletin boards for seven (7) calendar days, during which time interested employees may make application for the vacancy. Within an additional seven (7) calendar days, the successful applicant shall be selected. A notice of the selection shall be posted on the Company bulletin boards. Within fourteen (14) calendar days of the award being made, the successful applicant shall be placed into the new position.**

- g) The notice of job vacancy shall set out the job description, trades qualifications and/or prerequisites required. A copy of the notice shall be forwarded to the Union Office.**

- h) 1. All employees on layoff/displacement shall be deemed to have bid on all job vacancies for which they have the necessary prerequisites and/or qualifications.**

2. Full time employees who are permanently disabled from performing their regular function **shall** be given preference on job vacancies [except as per Article 9.01 I) 1] which they are able to perform.

I) Job vacancies **shall** be filled in the following order:

1. Employees on **layoff/displacement** shall be given preference for recall into their former department or trade prior to an employee from another department

or trade being selected. Employees on **layoff/displacement** shall be recalled into their former department or trade in order of Company seniority providing they possess the necessary **prerequisites** and/or qualifications.

2. Senior applicant (Company seniority) who is **physically** able and has the necessary **trades qualifications** and/or prerequisites to perform the work.

3. New hire.

J) Should there be a Tireman in training (0-2080 hours), the successful applicant for a Tireman vacancy must be qualified.

9.02 **Application While on Vacation/Leave of Absence**

In order that employees will not miss the opportunity to be considered for any vacancies that are posted while they are absent, on vacation or on leave of absence (of **less** than **31** calendar days), the following procedure shall be followed by the employee. An employee may submit, prior to going on vacation

or leave of absence, an application for any vacancies in which he is interested. **This** application shall be in effect until the employee is scheduled to **return** to work. A vacancy awarded to an employee while on vacation or leave of absence shall be held until his scheduled return. Applications are to be made through the employee's supervisor.

9.03 Crew Schedule Changes (Mutual and Individual)

Applications for change of **crew/schedule** within a classification are not to be accommodated through the job posting provisions but are to be processed as follows:

- a) An application must be made in writing on a duplicate form to the General Foremen.
- b) A list shall be compiled by each department on a Company seniority basis.
- c) If the **crew/schedule** change cannot be accommodated, the General Foreman shall provide to the employee, In writing, the reasons for the **decision** and discuss the same.
- d) If the employee disputes the decision, he may request a meeting with the Department Head to discuss the decision. The employee's steward and other members of the Union and management may be present. Failing a resolution, the **matter** may be referred to the Settlement of Differences provision In the Collective Agreement at Stage II.
- e) Requests for change shall **not** be unreasonably **denied** or delayed.

- f) Approved crew/schedule changes shall take place within sixty (60) calendar days.
- g) An employee who obtains a crew/schedule change under the provisions of this Article shall not be eligible for another crew/schedule change under this Article for a period of six (6) months from the date of change.
- h) Requests for crew/schedule changes which cannot be accommodated through mutual crew/schedule changes shall be dealt with in accordance with Article 9.04.

9.04 Crew Re-alignment

Where a need is identified to change crew size, crew makeup or the number of crews within a classification, which will result in the movement of an employee from one crew to another, it shall be managed as follows:

- a) Management shall notify all employees within the classification of the planned realignment by a posted notice for seven (7) calendar days. The requests for crew/schedule changes as referenced in Article 9.03 shall subsequently be reviewed to see if the need (number and required skill level or trade) can be satisfied.
- b) Where after considering the requests for crew/schedule changes, a need still exists to move an employee, the junior employee (Company seniority within the classification or trade) with the required skill, skill level or trade shall be notified that he is required to move. If a crew is identified as having extra personnel, the junior employee (Company seniority within the classification or trade) shall be required to move, subject to the

provisions of **this** Article.

- c) An employee required to move within a classification shall be given the opportunity to accept the opening or move an employee with **less** Company seniority in the same classification provided the senior employee has the **ability** and qualifications to perform the work. The movements shall continue until the planned realignment **is** met or until the most junior employee (Company seniority **within** the classification or trade) **is** assigned to satisfy the need. **All** moves shall be made at approximately the same time, subject to the **schedule** changes.

9.05 In **cases** of apprenticeship vacancies refer to Article 10.05.

ARTICLE 10 - APPRENTICESHIP

10.01 The Company **shall** sponsor an apprenticeship program in accordance with **the** statutes of the Province of British Columbia and the provisions of this Agreement.

- a) The apprenticeship program is intended to provide career **training** opportunities for **Line** Creek employees and to ensure the maintenance of the necessary certified trade **skills** for the operation.
- b) **1.** There shall be a quota of one (1) apprentice for each group of seven (7) Tradesmen **in** each designated trade, except as otherwise provided for in this Article.
- 2.** The third Linesman or third Machinist and the **fifth** Light Duty Mechanic shall be an apprentice.

c) To add or replace manpower in a trade, subject to Article 10.01 b), the following sequence shall be **followed**:

1. Post job vacancies for certified trades in accordance with Article 9, with bidding restricted to employees on the payroll as of May 31, 1989.
2. Award apprenticeship vacancy as per Letter of Agreement no. 1994 - 1.
3. Post job vacancy (apprenticeship) in accordance with Article 9.

d) The certification or addition of an apprentice shall not initiate a layoff from the trade or result in an increase in manpower in a department.

e) Designated trades for the purpose of this Article shall be as follows:

- Carpenter
- Electrician
- Heavy Duty Mechanic
- Industrial Instrumentation
- Industrial Warehouseman
- Light Duty Mechanic
- Lineman
- Machinist
- Millwright
- Pipefitter/Steamfitter
- Welder

f) The apprentice, on achieving certification, shall be placed on a crew/schedule where a need exists subject to Article 9.04. The newly certified tradesman shall be deemed to have the least seniority for the application of Article 9.04 in this instance.

- g)** For purposes of rotation of apprentices the provisions of Article 9.04 does not apply.
- h)** If a tradesman is moved as a result of apprenticeship rotation, he shall be returned to his original position when the apprentice vacates the position or becomes certified.

10.02 The parameters governing the employee's attendance at technical school are:

- a)** The apprentice shall be scheduled **on** a Monday to Friday, forty (40) hour work week at **least** one (1) week prior to attending school and for the duration of the school term.
- b)** The employee's pay during this period shall be forty (40) hours per week at his base rate.
- c)** In lieu of pay for travel time, the Company shall pay a travel allowance of one (1) return trip per training period as follows:
 - 1.** Regular return airfare from Cranbrook to the airport nearest the school; or,
 - 2.** **\$.23** per km from the employee's residence to attend school in Cranbrook or Nelson.
- d)** The employee shall reimburse the Company for all Government subsidies excluding living away allowance.
- e)** Should an apprentice fail to pass school term examinations, the Company shall consider the circumstances surrounding the failure, and where the employee has applied himself, will extend the provisions of this Article for one repeat during the complete apprenticeship.

Removal from the apprenticeship, due to failure, shall be subject to appeal by the employee.

Should the employee fail to pass any two (2) apprenticeship examinations, including the same level twice, during the complete apprenticeship, the Company shall remove them from the apprenticeship program.

10.03 Rates of pay for apprentices shall be as set forth In **Articles 5.01 b) and 6.01 b)**.

10.04 Rate increases are contingent upon successful completion of **the** required apprenticeship **examinations**.

10.05 The posting of and selection for apprenticeship **openings** shall be **in** accordance **with** the provisions of **Article 9** subject to our Letter of Agreement No. **1994 - 1**.

10.06 a) In selecting apprentices, the Company shall not **consider** employees who already hold a certified trades **designation** unless no other employees apply.

b) Employees who **quit** or are removed due to competency from an apprenticeship are not eligible to **bid into** that apprenticeship program again.

ARTICLE 11 - SAFETY

11.01 The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employees, Union representatives and Supervisors at all levels, shall cooperate to promote safe work practices, safe and healthy working

conditions and the enforcement of safety rules. Further, all employees of the Company are fully obligated to comply with any and all reasonable rules of conduct established by the Company and bearing on safety and health.

- 11.02 a)** The Company does not want an employee to work in any situation which is unsafe or hazardous. No employee shall be required to perform work that he has reasonable grounds to believe constitutes imminent danger to himself or others, nor shall he be disciplined for such refusal. An employee who is unsure of the safety of any action should, **prior to committing** such action, discuss his concerns with his Supervisor and, if necessary, his Safety Representative, and/or Steward. The Supervisor is responsible for **maintaining** a safe working environment in his area and shall arrive at a speedy resolution, together with the employee and the Safety Representative if necessary. In determining the **extent** of the unsafe condition and the necessary corrective action, the Supervisor may seek the opinion of others or call upon any or all available resources.

In the event that other employees are requested to perform the same function after the situation is investigated, the Supervisor shall ensure that such employees are made aware of the alleged dangers associated with the work.

- b)** When required to work in a (potentially) hazardous location, remote from other employees, an employee may request of his Supervisor, and his Supervisor shall authorize another employee, to accompany him or establish a more frequent visitation by himself or others to ensure the employee's safety.

11.03 The Union shall notify the Company in writing of the names of those who have been elected or appointed Safety Representatives. The Company shall recognize them when so notified. The Company will recognize one (1) Safety Representative for each crew in each of the following areas:

- Plant Operations
- Mine Operations
- Mine Maintenance

In addition, the Union shall elect or appoint and the Company shall recognize one (1) Safety Representative in each of the following areas:

- Warehouse
- Plant Maintenance (dayshift)

Where the Parties can agree that a specific need exists, an additional Safety Representative shall be elected or appointed and recognized for the area identified.

11.04 The Company and the Union agree that joint participation in all facets of Loss Control can be a significant contributor to the promotion of safety. All employees are encouraged to put forth suggestions for improvements or alternatives. In addition to direct employee input, the following framework has been adopted. The composition and terms of reference of the committees may be changed upon agreement by both parties in order to improve their effectiveness.

11.05 The Company and the Union shall continue to address safety issues through the following committees:

a) Occupational Health & Safety Committee

The Committee shall be comprised of:

Company - Supervisor, Safety and Health*

- Two (2) Department Heads*

Union - Safety Chairman*

- Chief Shop Steward*

- Health and Welfare Chairman*

** or designates*

1. The Committee shall support the General Manager In an advisory ~~role~~ regarding the continuation and improvement In the Health & Safety Program in the areas of:
 - i) the establishing of objectives for the Line Creek Mine within the bounds of ~~loss~~ control;
 - ii) the design of the Safety Recognition Program;
 - iii) policies relating to safety and health.
2. To review the activities of the Department Loss improvement Teams and the Monthly Inspection Groups and to provide feedback to these groups.
3. Review the Mine Health & Safety Program for completeness and effectiveness on an ongoing basis.

4. Fulfil its **responsibilities** as set forth in the Health, Safety and Reclamation Code, 1992.
5. The Committee's mandate and schedule may be adjusted as established by the participants.

b) Department Loss Improvement Team

This committee shall be comprised of six (6) members:

Company - Department Head*
- Supervisor, Safety & Health*
- Supervisor*

Union - Safety Chairman*
- Safety Representatives (2)*
**or designates*

Plant Maintenance (Supervision and Safety Representatives) shall be included in the Plant Committee.

This Committee shall meet monthly, initially, after which their schedule shall be established as agreed to by the participants. The responsibilities of the team are:

1. Monitor and make decisions on substandard acts or conditions in the department.
2. Implement policy - Department and Company.
3. Implement objectives as set out by the Occupational Health & Safety Committee.
4. Ensure consistency within the department.
5. Provide remedial follow-up.

6. Circulate reports, minutes, etc., to the Occupational Health & Safety Committee and Monthly Safety Inspection groups.
7. Summarized minutes of department crew meetings and forward to crews for review at the next monthly safety meeting.

c) Monthly Safety Inspection Groups

There shall be two (2) safety inspection groups. Group A shall consist of three (3) members:

Company - Senior Foreman*

- Loss Prevention Attendant*

Union - Crew Safety Representative*

** or designates*

Group A shall:

1. Conduct safety audits at least monthly.
2. Provide reports to Department Loss Improvement Team members.
3. Provide reports to Supervisor, Safety & Health.
4. Identify all substandard acts or conditions.
5. Identify and recommend items to Department Loss Improvement Team.

Group B shall consist of two (2) or three (3) members:

- Department Head*
- Safety Chairman*
- Area Safety Representative*, as required.
** w designates*

Group B shall:

1. Conduct monthly audits of area, Time to be established by participants.
 2. Agenda to be agreed upon before audit.
 3. Meeting shall include Shift Supervisor and Crew Safety Representative.
 4. Minutes to be provided to Department Loss Improvement Committee and Supervisor, Safety & Health.
- 11.06** The Senior Crew Supervisor and the Crew Safety Representative shall, in addition to the above, meet at least once monthly to discuss safety related items or substandard performance with a view to maintaining and improving safe operating practices for all crew members.
- 11.07** Time spent on authorized Safety Committee inspections and meetings shall be considered as time worked.
- 11.08** Whenever a serious accident occurs, the Union Safety Chairman shall be notified by the Company and permitted access to the place of the accident to make an investigation. Where a report is prepared by either the Company or the Union relative to a serious accident, a copy shall be provided to the other party.
- 11.09** a) The Company and Union agree to cooperatively conduct accident investigations. All investigations shall involve a Union Safety Representative and Supervision from the area. Prior to the conclusion of that work day, if possible, the Union Safety Representative and Company shall prepare the proper documentation and distribute copies to those concerned. The Supervisor and Union Safety Representative shall determine whether or not an investigation is required.

- b) The Company and Union agree to investigate, as soon as possible, all accidents to make recommendations for remedial or preventative action. The Supervisor shall be responsible for notifying the Safety Representative and shall arrange for the time and place of investigation prior to the conclusion of that work day.
- c) It is recognized that there shall be occurrences for which an in-depth investigation may or may not be required. For all such occurrences, for which an in-depth investigation is not required, a report shall be filed and made available for review by the Union Safety Chairman.

11.10 Safety meetings for all employees shall take place monthly or more frequently if deemed necessary. These meetings shall be scheduled in order to accommodate all crew members attending the same meeting subject to operational needs.

11.11 It is the intention of Line Creek Operations to supply all necessary safety protection equipment to its employees. These items of safety equipment and protective apparel shall be supplied by the Company on a loan basis and the employee shall be required to sign for same and return it in good and serviceable condition (fair wear and tear excepted). If the employee fails to do so, as a result of negligence on his part, he may be charged with replacement cost of the articles in question. The following items shall be supplied, however, this is not an exclusive list:

- Hard Hats
- Chin Straps
- Safety Glasses, Clear or Tinted (Non-Prescription)
- Work Gloves

- Welders' Jackets, Pants, Aprons, Helmets and Shields
- Dust Masks
- **Hearing Protection**
- Rain Suits
- Safety Belts and Lines
- Tag Out Locks
- Rubber Boots
- Linemens' Gloves
- Goggles
- Winter Liners
- Painters' Masks
- Safety Asbestos Gloves
- Aprons and Face Shields for Handling Corrosive Substances

In addition to the above, one (1) pair of safety boots shall be issued to each employee annually. These boots shall not be returned. Due to the nature of some **jobs**, employees may be issued boots more frequently, subject to management approval.

Where required, the following shall be supplied by the Company:

- ▶ Orthopedic Boots (apply through Supervisor).
- Prescription Safety Glasses (apply through Supervisor).
- ▶ Coveralls will be provided to all employees where needed.

ARTICLE 12 - UNION-MANAGEMENT COMMITTEE

12.01 The Union and the Company recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for employees and Management to use other avenues for communications, the parties agree to the utilization of a Union-Management Committee wherein matters

of mutual concern and interest can be freely and candidly discussed with a view to exploring possible solutions which are acceptable and beneficial to employees and Management.

12.02 The parties understand and agree that the Union-Management Committee is a vehicle for joint discussion and consultation, and is in no way intended to restrict or replace the rights reserved to the parties by this Agreement; nor is the Committee intended to take the place of normal communications between employees and Management.

12.03 The Union-Management Committee will meet once a month or as deemed necessary. The Committee shall be comprised as follows:

Union

Business Representative*
Council Chairman*
Chief Shop Steward*
Safety Chairman*
Recording Secretary'
**or designates*

Management

General Manager*
Two Operations Dept. Heads*
Administrator, H.R.*
**or designates*

Additional representatives of Union or Management shall attend Union Management Committee meetings to represent their respective positions or departments as indicated by the agenda. Topics not on the agenda and without proper representation should not be discussed at these meetings.

ARTICLE 13 - BENEFIT PLAN

13.01 The benefit plans described shall be effective for the **term** of this **Agreement**.

13.02 Where an outside carrier is involved, the benefits shall be payable subject to the terms and conditions of the **specific** insuring agreements for each policy. In all instances, **benefits** shall be paid according to the terms of the master Insurance contracts and applicable provincial or federal **legislation**, or Company **policy** in relation to "Other Benefit Plans". The terms and conditions of the plan shall not be changed in any way unless agreed to by the parties to this Collective Agreement, except for premium changes **with** respect to Voluntary **Life** and Voluntary **AD & D** programs. The Union shall be advised of any changes in Insurance Carriers.

13.03 Benefit Plans - Participation and Eligibility

The following benefit plans are available to all regular, full-time employees of Line Creek Resources Ltd.

BENEFIT PLAN	PARTICIPATION	ELIGIBILITY	PREMIUM COST
HEALTH BENEFITS: Provincial Hospital/Medical	See 13.07 a)	1st of month following employment	Company
Extended Health Care	Optional	Immediate	Company
Vision Care	Optional	Immediate	Company
Dental Plan	Optional	Immediate	Company
INCOME PROTECTION: Full/Short Term Disability (1.1.3.26)	Required	Immediate	Company
Long Term Disability	Required	Immediate	Company
Workers' Compensation	Required	Immediate	Company
SURVIVOR BENEFITS: Basic Life Insurance	Required	Immediate	Company
Voluntary Life Insurance	Optional	Date of Approval	Employee
Basic Accidental Death & Dismemberment Insurance	Required	Immediate	Company
Voluntary Accidental Death & Dismemberment Insurance	Optional	Immediate	Company
SAVINGS PLAN	Optional	Immediate	Shared
EMPLOYEE PENSION PLAN	Required	Immediate	Company
OTHER BENEFIT PLANS: Educational Assistance	Optional	Immediate/ Company Approval	Shared
Physical Fitness	Optional	Immediate/ Company Approval	Shared
Employee Assistance Program	Optional	Immediate/ Company Approval	Company

13.04 Accredited Service

Benefit entitlement for the pension plan, savings plan, vacation entitlement and the income protection plan is determined by an employee's accredited service.

Accredited service is accumulated in accordance with the following chart.

ABSENCE REASON	PENSION PLAN	SAVINGS PLAN	VACATION	INCOME PROTECTION	BARGAINING UNIT SENIORITY
Vacation/Floaters/Stats.	Y	Y	Y	Y	Y
STD:Occupational	Y	Y	Y	Y	Y
STD:Non-Occupational	Y	Y	Y	Y	Y
LTD:Occupational	Y	N	N	N	Y
LTD:Non-Occupational	Y	N	N	N	Y (up to 18 months)
Personal Leave of Absence (up to 30 days)	Y	Y	Y	Y	Y (up to 60 days)
Personal Leave of Absence (over 30 days)	N	N	N	N	N (over 60 days)
Jury Duty Maternity Leave Bereavement Leave	Y	Y	Y	Y	Y
Shutdown/Layoff (up to 32 days)	Y	Y	Y	Y	Y
Shutdown/Layoff (over 32 days)	N	N	N	N	Y (up to 1 year)
Leave of Absence for Union Business	Y (up to 30 days)	Y (up to 30 days)	Y (up to 30 days)	Y (up to 30 days)	Y
Suspension (up to 30 days)	Y	Y	Y	Y	Y
Suspension (over 30 days)	N	N	N	N	N

Note: Y = Accumulated N = Not Accumulated

13.05 Government Plans

In addition to paying the entire premium cost for single, double or family coverage under the provincial hospital/medical care plans, Line Creek Resources Ltd. shall contribute to each employee's Canada Pension Plan and Unemployment Insurance coverage as prescribed by legislation. The Company shall also pay the assessed costs of providing Workers' Compensation coverage for employees.

13.06 Benefit Plans - Terms and Conditions

The following is a general description of each of the benefit plans. A more detailed description may be obtained by contacting Human Resources. It is the responsibility of the employee to notify Line Creek Resources Ltd. of any change in personal status which may affect coverage.

13.07 Health Benefits

Premiums are paid by Line Creek Resources Ltd. Benefits are paid according to the appropriate provincial fee schedule.

a) Provincial Hospital and Medical

Each province has its own plan to assist in covering the cost of basic hospital and medical expenses. Coverage varies from province to province, but is essentially the same in that the plans pay:

- Doctor's charges
- ▶ Standard ward hospital accommodation
- ▶ Out-patient services
- ▶ Out-of-province coverage subject to provincial limitation

Some exclusions from the plans are:

- ▶ Hospital admission **charges**
- ▶ Extra **billing** by doctors
- ▶ Services not recommended and approved by a physician

Membership in a provincial medical plan through **Line Creek Resources Ltd.** group coverage is compulsory for employees. The exception is where an employee specifically **states** in writing, that he has such coverage through another arrangement.

b) Extended Health Care

This plan provides additional medical coverage **for specified** eligible expenses. The employee and eligible dependents are covered for certain reasonable and customary medical expenses not covered by the provincial plans, **including** but **not** limited to:

100% of Cost:

- ▶ Private or **semi-private** hospital **accommodation**.
- Professional ambulance services as approved by a physician (including **air and rail** transportation) to nearest medical facility where required treatment can be provided.
- ▶ **Out-of-province/country** expenses for emergency treatment, provided such charges are reasonable and customary.
- ▶ Non-emergency treatment **must** receive prior approval by the Insurance Company.
- ▶ Maximum of **\$50,000.00** per injury or disease.
- Services of **an** osteopath, podiatrist, **chiropractor**, naturopath, or Christian Science practitioner, to a maximum of **\$200.00** per year.

- ▶ Charges for hearing aids, artificial limbs, eyes, splints, trusses, braces, crutches or casts.
- ▶ Orthopedic shoes when part of a brace.
- ▶ Rental or purchase of a wheelchair, hospital bed or iron lung.
- ▶ After an annual **\$15.00** deductible per family each calendar year, the cost of drugs available by prescription only.
- All costs are *initially* paid for by the employee, with claim forms and receipts submitted to the Insurance **Company** for reimbursement.

c) Travel Expenses

The Company shall pay travel expenses to a maximum of **\$100.00** per trip for expenses incurred by an employee who is required to travel to attend a specialist for consultation, treatment or hospitalization. This benefit is restricted to employees and shall be reimbursed through an expense statement supported by receipts.

d) Vision Care

The plan provides a maximum benefit of **\$100.00** for one service in any 12 month period, commencing the first date of service, per employee and eligible family member. **This benefit** is accumulative to a maximum of **\$300.00** for one service in any 36 month period. Coverage includes prescription or corrective glasses (lenses and/or frame), contact lenses and number one tinting.

Non-prescription sunglasses, photogrey, protective eyewear for specific sporting activities, and glasses not designed to correct a vision defect are not covered by the plan.

All costs are initially paid for by the employee, with claim **forms** and **receipts** submitted to the **Insurance Company** for reimbursement.

e) Dental Plan (100,100.50)

The dental plan assists employees and eligible dependents in meeting the cost of dental care.

Basic Services:

The plan reimburses 100% of the eligible expenses for:

▶ **Diagnostic**

1. Oral examinations (once every 6 months)
2. Consultations
3. X-Rays (full mouth once every 2 years)

● **Preventative**

1. Cleaning and scaling of teeth
2. Topical **fluoride** treatment
3. Space **maintainers**

▶ **Surgical**

1. Extractions
2. Routine surgical procedures

● **Restorative**

1. Fillings
2. Repair, adjustment, **rebasings** and relining of dentures

- ▶ Pedodontics
 1. Treatment of gums and tissues
- ▶ Endodontics
 1. Root canal therapy
 2. Pulpal therapy

Major Services:

The plan reimburses 100% of the eligible expenses for:

- ▶ **Crowns & Inlays**
 1. Including the use of gold when a reasonable substitute would not result in a lower expense.
- ▶ **Bridges & Dentures**
 1. initial bridgework, complete or partial dentures.
 2. Replacement if existing appliance is at least 5 years old and cannot be made serviceable.
 3. Repair to bridgework.

Orthodontic Services:

The plan reimburses 50% of the treatment cost, to a lifetime maximum of \$2,500.00. Coverage includes:

- Diagnostic procedures, including models, oral examinations and related oral surgery.
- Therapy and appliances.
- Correction of malocclusion.

Some exclusions from the plan are:

- **Treatment considered cosmetic in nature.**
- ▶ Broken appointments.
- ▶ **Services** and supplies for a full mouth reconstruction, vertical dimension correction, or temporomandibular joint disfunction.

Pre-Authorization of Treatment

If dental expenses for any of the preceding **services** are expected to exceed \$200.00, a pre-authorization must be submitted to Human Resources.

f) Continuation of Benefits:

The Company shall extend the health **benefits**, including Provincial Medical, Extended Health, Vision Care and Dental Care for a period of three (3) months for dependents of a deceased employee.

13.08 Income Protection

Income protection is a Company funded **benefit** plan which provides Income in the event of **absence** from work due to occupational or non-occupational illness or Injury.

All benefits, payable under the Income Protection Plan, are integrated with any other disability **benefits received** from Government plans and are taxable.

In order to qualify for income protection benefits (S.T.D., L.T.D., W.C.B.), the employee must provide the required **medical** certification.

a) First Twenty-Six (26) Weeks - Full Income/Short-Term Disability

Depending on the length of accredited service, benefits are first payable from Full Income Disability and are followed by Short-Term Disability on the following schedule:

<u>Years of Service</u>	<u>Full Income Disability</u>	<u>Short-Term Disability</u>
	<u>Hours - Full</u>	<u>Hours - 2/3</u>
	<u>Basic Earnings</u>	<u>Basic Earnings</u>
Less than 1	40	1,000
1 but less than 2	80	960
2 but less than 3	120	920
3 but less than 4	160	880
4 but less than 5	200	840
5 but less than 6	240	800
6 but less than 7	280	760
7 but less than 8	320	720
8 but less than 9	360	680
9 or more	400	640

1.1.3.26

This applies to those employees who are eligible for basic income protection benefits from the:

- 1** - first day of accident
- 1** - first day of hospitalization
- 3** - third day of illness
- 26** - for a total of 26 weeks (1,040 hours)

The two (2) day waiting period does not affect the twenty-six (26) week period of full income disability or short-term disability.

The **1.1.3.26** eligibility period applies to each separate occurrence of a health-related absence or new claim in a calendar year, with **the** exception of an unbroken absence, **which** occurs in one calendar year and continues **into** the following calendar year.

1.1.1.26

This applies to those employees who have earned and are eligible for benefits from the first day of disability absence by having had the equivalent of less than three **(3)** shifts absence due to non-compensable injury or illness in the previous calendar year.

Benefits are payable from:

- 1** • first day of accident
- 1** • first day of hospitalization
- 1** • first day of illness
- 26** • for a total of **26** weeks (**1,040** hours)

Disability periods involving hospitalization at any time during the absence shall be paid from the first day and shall not impact the **following** year's eligibility for **1.1.1.26**.

New Claim

A new **claim** shall occur when an employee has returned to regular employment for a period of 120 calendar days should the subsequent absence be as a **result** of a continuation of the same disability.

Ongoing Treatment

When the original injury or illness results in ongoing physiotherapy, radiation treatment, chemotherapy, dialysis (or other similar ongoing treatments) **being** prescribed by a physician, the employee shall be paid as though hospitalized, providing that all appropriate waiting periods have **been** fulfilled.

Hospitalization

When an employee is admitted to a hospital overnight or when he has undergone general anaesthesia and requires monitoring by medical personnel during the period of recovery in the hospital or clinic, he shall be deemed to have been hospitalized.

Employee Goes Home Due to Illness

Where an employee goes home with permission due to illness, any time missed shall be considered as sick leave and shall be administered under the Income Protection Program.

Emergency Dental Treatment

Where an employee is unable to work due to the need for emergency dental treatment, or where the effects of such treatment prevents the employee from working, the time required away from the job shall be considered as sick leave and shall be administered under the Income Protection Program.

Workers' Compensation

If an employee is eligible to receive compensation from the Workers' Compensation Board due to an occupational illness or accident, the employee shall be paid directly by Line Creek Resources Ltd. through the Income Protection Program, and the W.C.B. benefit shall be paid directly to the Company. Where the level of benefit from W.C.B. is greater than the Income protection benefit, the Company shall pay the difference to the employee.

b) Long Term Disability

After the 26 week (1040 hours) qualifying period, this plan provides a benefit of 2/3 of basic earnings to a maximum benefit of \$5,000.00 per month if the employee is totally disabled. Benefits are payable for two years if the employee is unable to

perform his regular occupation due to disability. Thereafter, **benefits** shall continue if the employee is unable to perform any **reasonable occupation for which he is qualified by education, training or experience.**

The employee must be under the continuous care of a legally qualified physician to be eligible for **benefits.**

Long-term disability benefits cease when you recover, reach age **65**, or become deceased, whichever occurs first.

The **L.T.D.** benefit is reduced by:

- **C.P.P.** disability benefits
- **W.C.B.** wage **loss** benefits
- **C.P.P.** dependent children disability benefits
- Income from employment or any other group insurance or pension plan.

c) Rehabilitation

Employees receiving income protection benefits who are identified as being possible long-term disability candidates, shall be reviewed for application of the rehabilitation program. Following consultation with the employee by the Insurance Company, and through discussions with Line Creek Resources Ltd. and the insuring agent, a re-training program may be developed dependent upon the employee's age and extent of disability.

The period of retraining is determined by previous **education, experience and attained skills**, and is intended to provide the employee with sufficient training to resume or attain employment.

13.09 Survivor Benefits

a) Life Insurance

1. **Basic** - coverage is provided by the Company for a benefit of 1 1/2 times basic annual **earnings**, rounded to the next higher \$1,000.00 if not already a multiple of **\$1,000.00**.

Maximum coverage without medical evidence is \$200,000.00, and with medical evidence is **\$400,000.00**.

2. Voluntary - coverage is optional to the employee at 1 or 2 times basic annual earnings. The premiums are paid by the employee and are based upon age. Medical evidence of insurability is required and must be approved by the Insurance Company.

Maximum coverage is \$200,000.00.

b) Accidental Death & Dismemberment

1. **Basic** - coverage is provided by the Company for a benefit of 1 1/2 times basic annual earnings, rounded to the next higher \$1,000.00 if not already a multiple of **\$1,000.00**.

2. Voluntary - coverage is optional to the employee at 1 or 2 times basic annual earnings. The premiums are **paid** for by the employee, based upon the amount of coverage selected. Family coverage is available as follows:
 - Spouse only; 50% of employee coverage.
 - Spouse and children; coverage Includes 40% for

- spouse and 5% for each dependent child.
- Children only; 15% of employee coverage.

Benefits are payable for accidental loss of **life**, limbs, speech, hearing or sight. Loss includes "loss of use", if such loss is permanent, total and irrecoverable.

Maximum coverage for both Basic and Voluntary AD & D combined is \$600,000.00.

Coverage for both Life Insurance and Accidental Death & Dismemberment benefits ceases at the earlier of retirement, age 65, or termination of employment. Life Insurance is extended 31 days following termination of employment during which time the employee may convert to an Individual policy.

13.10 Employee Savings Plan

This is an optional benefit plan which the employee may join upon employment or upon the first of any subsequent month. The employee contributes 4% of basic earnings (through 24 payroll deductions).

The Company contributes according to years of **service** as follows:

- Up to 1 year - No Company contribution
- 1 to 2 years - Company contributes 10%
- 2 to 3 years, etc. - Company contributes 20%, etc.
- 10 years or more - Company contributes 100%, or **full matching**

Contributions may be directed to a Non-registered and/or Registered (RRSP) Account. Within each account, employees

may choose to invest in a Savings, Equity and/or Income fund. and Guaranteed Income Certificates (GIC). The employee has immediate ownership of the Company contribution and investment income, as well as his own contributions. Twice per calendar year, the employee can withdraw funds (which includes transfers to outside RRSP accounts), and change tax and/or investment options. If these transactions occur more than twice per calendar year, then an automatic 6 month suspension is applied.

The current value of the Savings Plan accounts is paid to the employee or the designated beneficiary upon the employee's retirement, termination or death.

An employee may elect to contribute, through payroll deduction, up to an additional 6% of basic earnings. Such contributions would not be subject to Company contribution, but would be administered as part of the original 4% in terms of investment income and allowable transactions.

Perfect Attendance Premium - Employees who miss no time during a calendar year, except for Annual Vacation, General Holidays, Floaters, Banked Time or for approved leave in accordance with Article 17.02 (Union Leave), 17.04 (Bereavement Leave), 17.05 (Maternity Leave), 17.06 (Birth/Adoption Leave), 17.07 (Jury Duty) and 17.09 (Shift Exchanges) shall have a lump sum bonus payment equivalent to 1% of basic earnings deposited into the Employee's Savings Plan on January 31st of the following year.

The perfect attendance premium in 1992 shall be paid on a pro-rated basis commencing the date of ratification.

13.11 Employee Pension Plan

Employees must join the pension plan immediately upon employment. The Company contributes all funds required in order to provide pensions in accordance with the plan formula.

The monthly pension received from Line Creek Resources Ltd. during retirement depends upon:

- Pensionable Service - years and months of accredited service.
- Final Average Earnings- average of the highest consecutive sixty (60) calendar months basic earnings while a member of the plan.

The pension formula is:

$$\begin{aligned}
 &1 \frac{3}{4}\% \times \text{Final Average Earnings} \times \text{Pensionable Service} \\
 &\qquad\qquad\qquad \text{less} \\
 &\underline{1/2 \text{ CPP benefit} \times \text{years of Pensionable Service}} = \text{Pension Benefit} \\
 &\qquad\qquad\qquad 35
 \end{aligned}$$

Normal retirement is at age 65. The Company pension is paid monthly for the rest of the employee's life. Should the employee become deceased before 60 payments are made, the balance of 60 monthly payments would be made to the designated beneficiary. Optional forms of pension benefits are available.

Early retirement is available after 10 years of service, where age plus years of service total at least 75. Unreduced early retirement is available where age plus years of service total at least 90.

Employees may choose to make contributions to the Voluntary Pension Plan in order to supplement retirement income. The maximum allowable contribution in one calendar year is \$3,500.00 for present year service. During the calendar year of participation in the Voluntary Pension Plan, no form of investment in a RRSP is allowed.

A Pension Benefit is vested after five years of pensionable service. There is no age requirement to the vesting, and the benefit is based on an accredited service date.

Survivor benefits shall be paid in accordance with the provisions of the pension plan and governing legislation. The value of the benefit shall be based upon 60% of the vested accrued pension assuming termination of employment the day prior to death.

13.12 Educational Assistance Plan

To encourage continuing education, the Company shall pay 75% of the cost of registration fees, tuition fees, examination fees and prescribed texts for any Company approved course the employee successfully completes.

The course or courses must either be directly related to the employee's present or future work with the Company or the improvement of his general education, normally leading to a degree or certificate.

13.13 Physical Fitness Program

To promote the physical well-being of employees, the Company shall contribute 50% of the cost of an employee's membership in an approved physical fitness program. The maximum Company contribution is \$125.00.00 per calendar year.

13.14 Employee Assistance Program

The Employee Assistance Program is designed to assist employees affected by alcohol/drug abuse, family, marital, emotional, legal and financial problems. Coverage varies according to the problem identified. individual participation In the program shall be treated confidentially with all records held in confidence.

For further information contact the Health and Welfare Chairman, an E.A.P. Representative, or the Human Resources Department.

The Union Representative on the E.A.P. Committee shall be the Health and Welfare Chairman.

13.15 General Holidays/Floaters

The Company observes the following ten (10) general holidays each year:

- Labour Day
- Good Friday
- Victoria Day
- Victoria Day
- Victoria Day
- Civic Holiday (B.C. Day)
- Victoria Day
- Canada Day
- Christmas Day
- New Year's Day
- Remembrance Day
- Boxing Day

All overtime worked on a general holiday shall be paid as described in Article 15 - Overtime.

When work is required on a general holiday and the staffing needs are not achieved voluntarily, including the offering of overtime, the Company may assign the most junior qualified employees from the crew normally scheduled to work.

Employees ~~laid off~~ in accordance with Article 24.04 shall be paid, as described above, for all holidays falling within the layoff period.

In addition, two (2) floater holidays are provided each calendar year to be scheduled on an individual basis by mutual agreement between the employee and his Supervisor.

The following pay shall apply to general holidays:

Twelve (12) Hour Shift Schedule:

- ▶ When a general holiday falls on an employee's scheduled day off, the employee shall be paid twelve (12) hours at his hourly rate for the holiday.
- ▶ When a general holiday falls on an employee's scheduled workday and the employee does not work, the employee shall be paid twelve (12) hours at his hourly rate.
- ▶ When the employee works a general holiday, he shall receive twelve (12) hours pay at his regular rate, and in addition, shall be paid one and one-half times his hourly rate for all hours worked in accordance with his regular work schedule.

Forty (40) Hour Per Week Schedule:

- ▶ When a general holiday falls on a Saturday or Sunday, another day shall be observed in lieu. When a general holiday falls within the work week, the holiday shall be observed on the day it occurs. Employees shall have the day off unless scheduled to work in accordance with this Article.

- ▶ When a general holiday falls on an employee's scheduled workday and the employee does not work, the employee shall be paid eight (8) or twelve (12) hours at his hourly rate in accordance with his regular work schedule.
- ▶ When the employee works a general holiday, he shall receive eight (8) or twelve (12) hours at his regular rate, and in addition shall be paid one and one-half times his hourly rate for all hours worked in accordance with his regular work schedule.

Christmas New Year's Holidays:

With reference to the observance of the Christmas and New Year's holidays the commencement of the shutdown period shall be as follows:

Christmas - No later than 4:00 p.m., December 24th to 8:00 a.m., December 27th.

New Year's - No later than 4:00 p.m., December 31st to 8:00 a.m., January 2nd.

13.16 Vacation

e) Vacation entitlement is based on length of accredited service.

LENGTH OF SERVICE	VACATION TIME	VACATION PAY
After 6 months but less than one year	Pro-rated from 1st year's entitlement	
One year but less than five years	120 hours	6%
Five years but less than eight years	168 hours	8%
Eight years but less than eleven years	180 hours	8%
Eleven years or more	204 hours	10%

- b) When a general holiday, as set out in Article 13.15, occurs during an employee's vacation period, he shall be entitled to one extra vacation day.
- c) Regular vacation must be scheduled to be taken as time off during the year of its entitlement, except in special circumstances, a portion of that year's entitlement may be deferred, provided approval is obtained in accordance with Company policy.
- d) Upon application, an employee shall receive his vacation pay with his regular pay that immediately precedes the commencement of his vacation.
- e)
 1. Any portion of earned vacation in excess of 168 hours, may be taken as pay in lieu of time off upon application by the employee.
 2. An employee may request in writing to take any portion of earned vacation in excess of 96 hours, in pay in lieu of time off.
- f) With reference to employees on a twelve (12) hour work schedule, where an employee's vacation entitlement would require him to return to work in the middle of a work schedule, the employee may request a leave of absence without pay and/or a floating holiday for the remainder of that week's schedule. In such cases, employees requesting leave of absence and/or a floating holiday to bridge vacation entitlement to regular days off shall receive first preference over the other leave of absence requests for the same period, provided such requests are received well in advance

of the vacation period and would not result in the cancellation of another employee's leave of absence which had been previously approved.

- g) Vacation requests must be submitted on the appropriate form prior to March 15th and responded to in writing by April 1st.

The vacation requests shall be scheduled on the basis of Company seniority.

Except for vacations scheduled above, requests for vacation, banked time and floaters shall be considered on a first-come, first-serve basis.

An employee shall be granted unscheduled vacation, floaters or banked time on a first-come, first-serve basis providing the granting of such time does not exceed the vacation quota and at least 24 hour prior notice has been received. Such requests may be granted with less notice, however effective manpower levels shall be considered.

h) Vacation Pay Adjustment

A vacation adjustment shall be paid on or before February 28th to all active full-time employees as of the last pay period ending date of the previous year, calculated as follows:

$(\text{Gross Earnings} \times \text{Vacation Pay \%}) - (\text{Annual Entitlement} \times \text{Rate of Pay}) = \text{Vacation Pay Adjustment}$

Gross Earnings = Gross earnings as reported on the employee's T4 less:

- Taxable Allowances
- Previous year vacation pay adjustment

Vacation Pay % = As defined in Article 13.16.

Annual Entitlement = As defined in Article 13.16.

Rate of Pay = Employee's hourly rate as of the last pay period at year end or the termination date

For employees who commenced employment during the year, the vacation pay adjustment shall be prorated based on the number of calendar days in the Company's employ.

Upon termination all outstanding vacation entitlement will be paid out and a further vacation pay adjustment will be made to adjust for the period from the employee's accredited service date and their termination date.

13.17 Benefit Coverage During Layoff

Benefit coverage shall be provided, at the employee's option, for employees laid off for more than thirty-two (32) calendar days during the term of the Collective Agreement, subject to the following provisions:

- a) Benefits covered:
1. Provincial Health Care
 2. Extended Health Care
 3. Basic Life Insurance
 4. Basic AD & D Insurance

- b) Benefit coverage shall be for a period up to one (1) year from the date of layoff.
- c) The employee must decide on this coverage at the time of layoff, and may cancel his participation at any time during the one (1) year period. Once an employee cancels his coverage he shall not be eligible for further benefit coverage until he is recalled.

Benefit coverage shall terminate under this Agreement if the employee is recalled or is paid severance pay during the one (1) year period.

- d) Premiums for the benefits shall be paid by the Company and subsequently deducted from the employee's severance allowance, as provided in Article 24.13, if paid out, or from future earnings if the employee is recalled.

ARTICLE 14 - HOURS OF WORK

14.01 The following provisions are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company of any time or period of work or employment.

14.02 The following are recognized shift schedules at the Line Creek Mine:

- a) 1. **(5X2)** days work schedule: Monday to Friday, consisting of 40 hours a week.
- 2. **(4X3)** days modified work schedule: Monday to Friday, consisting of 40 hours a week in one of the following

formats:

- ▶ Monday through Thursday (12-8-12-8)
- Tuesday through Friday (12-8-12-8)
- ▶ Tuesday through Friday (8-12-12-8)

3. 12 hour shift (average of 42 hours a week):

- (4X3) days (3X4) nights
- ▶ (4x4) days
- (4X4) 2 days and 2 nights

b) For those working a **40** hour week schedule, the normal day shall be eight (**8**) or twelve (**12**) consecutive hours of work at the employee's designated working place in any consecutive twenty-four (**24**) hour period, except at regular shift rotation time or shift change.

c) For those on a (4X4) work schedule, the normal day shall be twelve (**12**) consecutive hours of work at the employee's designated work place.

14.03 A day shall be the twenty-four (**24**) hour period commencing with the start of the employee's regular scheduled shift. A week shall be the seven (7) day period between 8:00 a.m. Monday and 8:00 a.m. on the succeeding Monday.

14.04 The Company may, from time to time, initiate, maintain or discontinue continuous or semi-continuous work schedules. The Company shall discuss any proposed changes in work schedules with the Union prior to the change taking effect.

14.05 The Company may wish at some future time to introduce compressed or modified work week schedules subject to the applicable statutes and regulations of the Province of British Columbia. The Union and the Company shall jointly apply for approval of such schedules where approval is required under the provisions of any relevant statute or regulation, and where the schedule has received the support of the majority of the employees affected.

14.06 a) For eight (8) hour shifts, an employee shall commence his shift at the designated starting time and working place and shall cease at the designated stopping time and place. The employee shall be provided with a paid lunch period of twenty (20) minutes at the employee's designated lunch place between the third (3rd) and fifth (5th) hours of the shift and two (2) paid rest breaks of fifteen (15) minutes between the second (2nd) and third (3rd), and sixth (6th) and seventh (7th) hours of the shift.

b) For twelve (12) hour shifts, an employee shall commence his shift at the designated starting time and working place and shall cease at the designated stopping time and place. The employee shall be provided with three (3) paid lunch/rest periods of twenty (20) minutes each at the employee's designated lunch place between the third (3rd) and fifth (5th), the fifth (5th) and seventh (7th), and the eighth (8th) and tenth (10th) hours of the shift.

c) Where required, the employee shall continue all necessary supervision of machinery and maintenance of services. Normally, lunch and rest breaks shall be uninterrupted.

14.07 Supervisors shall allow time prior to quitting time for putting away tools.

14.08 a) Either party may cancel the modified shift schedules, Article 14.02 a) 2 & 3, on thirty (30) calendar days written notice, or if mutually agreed by the Union and the Company, the schedule may be cancelled on seven (7) calendar days written notice.

b) There shall be no loss of earnings to an employee as a result of the changeover from the current eight (8) hour schedule to the twelve (12) hour schedule or as a result of a changeover due to the subsequent cancellation of the twelve (12) hour schedule.

c) Implementation and continuation of the twelve (12) hour shift schedule is contingent on the following factors:

1. No increased cost to the Company.

2. Safety and efficiency of operations are not adversely affected.

3. Continued support of the Company, the Union and the majority of the employees involved.

14.09 Where an employee reports for work as scheduled and is sent home due to no work being available, he shall be paid as follows:

a) If the employee is sent home prior to one-half of a shift being completed, he shall be paid one-half of his scheduled shift at

his applicable hourly rate.

b) Where the employee is sent home after completing one-half of a shift, he shall be paid for hours actually worked.

14.10 The parties agree that the following absences shall result in no pay being processed:

- Union leave without pay
- Layoff
- Special leave without pay
- Emergency shutdown (Article 24.06)
- Absence without leave (AWOL)
- Personal leave (where granted without pay)
- Legal strike
- Any time not worked which is not otherwise provided for within this Agreement

14.11 Employees may bank time from General Holidays and/or overtime to a maximum of 48 hours in a calendar year.

- a) Overtime: Bank the hours worked and be paid the premiums.
- b) General Holiday: Bank the applicable holiday hours and be paid for applicable premiums for those General Holidays.
- c) Banked time shall be earned on a calendar year basis and may be taken in time off or as a cash payout during the calendar year or it shall be paid out on May 31st of the following year.

- d) The scheduling of banked time off shall not interfere with vacation scheduled in accordance with Article 13.16(g).

ARTICLE 15 - OVERTIME

15.01 Overtime work shall be on a voluntary basis and it is mutually agreed that overtime opportunity shall be **distributed** as equitably as possible among the employees in the **classification** who regularly perform the work. The overtime **distribution** procedures established between the Company and the Union shall be followed. Disputes arising out of the administration of the provisions of these procedures shall be subject to the **Settlement of Differences, Article 20.**

15.02 Remedy for Improper Overtime Assignment

Where an allegation of abuse is substantiated through the Settlement of Differences procedures, the employee shall be able to make up the lost overtime hours at any time convenient to the employee during the following month.

The exception to the above is when the mine is not in operation.

15.03 Overtime is time worked in excess of an employee's regular scheduled **shift** or time worked outside of a recognized shift schedule, as described in Article 14 (Hours of Work) and **Article 16.05 c).**

15.04 Premiums or **penalties** shall not be paid on hours where overtime is paid.

15.05 a) An employee who works two (2) hours or more before the **start of or beyond** the end of his regular shift will be provided with a hot meal. Where the overtime is anticipated to extend

beyond two (2) hours the hot meal will be made available as soon as practical after the end of the regular shift.

- b) An employee who works on a scheduled day of rest shall be treated as follows:
1. Where prior notification is given he shall be expected to provide his own lunch(es).
 2. Where prior notification is not given he shall be provided with the appropriate lunch(es) and breaks.
 3. Notification shall be given at least twelve (12) hours prior to the start of overtime.
- c) An additional lunch shall be provided for the employee for each additional four (4) hours of continuous overtime worked.
- d) Maintenance employees and Plant employees performing the loadout function shall be provided with the following option for one of the first two overtime meals as outlined above. The choice must be made by those working together on a particular job as a group and all involved must abide by the selection of:
1. A hot meal, or
 2. Continue the job without the meal break and receive one additional one half (1/2) hour pay at the applicable overtime rate.

The choice of (2) does not exclude the opportunity for appropriate rest breaks during overtime period.

15.06 Where an employee is required to report for work prior to his scheduled starting time, in order to perform overtime work, and where the employee has received notice of the requirement prior to the end of his preceding shift, overtime premiums only shall apply to such work. Where the employee does not receive the required prior notification, the pre-shift work shall be treated as a call-out.

15.07 Where an employee reports for work prior to the beginning of his regularly scheduled shift and where agreement is reached with his Supervisor, an employee may report off shift after working the normal number of hours in his regularly scheduled shift. Overtime would apply on hours worked outside the normal shift.

15.08 With regard to eight (8) and twelve (12) hour shift schedules, should an employee who commenced work more than four (4) hours prior to the start of his regular shift without receiving eight (8) hours prior notice be unable to complete the equivalent number of hours as his regularly scheduled shift due to fatigue resulting from lack of rest or having worked the maximum allowable hours an employee may report off shift. His pay shall be maintained for his regular shift and all hours worked outside the regular shift shall be paid at the applicable overtime rates.

15.09 Eight (8) Hour Shift Schedule

The overtime rate(s) for work performed in excess of an employee's regular scheduled shift on a daily basis shall be as follows:

- a) one and one-half times (1 1/2X) the base rate for the first two (2) hours of overtime work performed;

b) two times (2X) the base rate for any overtime work performed
In excess of the first two (2) hours.

15.10 The overtime rate(s) for work performed on an employee's day(s) of rest shall be as follows:

a) one and one-half times (1 1/2X) the base rate for all overtime hours worked up to the accumulation of eight (8) overtime hours worked in the work week;

b) two times (2X) the base rate for all overtime hours worked after the accumulation of eight (8) overtime hours worked in the work week.

15.11 If an employee is called out to work he shall receive a minimum of four (4) hours at the applicable overtime rate.

15.12 Twelve (12) Hour Shift Schedule

The twelve (12) hour shift schedule shall result in an average of forty-two (42) hours per week over an eight (8) week cycle. An employee working on such a schedule shall be paid overtime at the rate of one and one-half times (1 1/2 X) the base rate for the last two (2) hours of his scheduled shift in the week.

Any unpaid absences during the week shall result in a prorated loss of the overtime payment set out above. [i.e., One day's absence shall result in a half-hour (1/2) loss of overtime].

15.13 One and one-half times (1 1/2X) the base rate shall be paid for all hours worked on an employee's day(s) of rest up to six (6) hours.

15.14 Two times ~~(2X)~~ the base rate shall be paid for:

- a) ail hours worked in excess of twelve (12) in the workday;
- b) **all** hours worked in excess of six (6) on the first **rest** day worked by the employee;
- c) ail hours worked on the employee's second or subsequent **day(s)** of rest provided the first or previous day was worked.

15.15 If an employee is **called** out to work, he shall receive a minimum of six (6) hours at the applicable overtime rate.

ARTICLE 16 - SHIFT DIFFERENTIALS AND P _____

16.01 a) For the purpose of the eight (8) hour shift, shift starting times shall be defined as follows:

- Dayshift - 7:00 a.m. to 8:00 a.m.
- Afternoon Shift - 3:00 p.m. to 4:00 p.m.
- Nightshift - 11:00 p.m. to 12:00 a.m.

b) For purposes of the twelve (12) hour shift, **shift** starting times shall be defined as follows:

- Dayshift - 7:00 a.m. to 8:00 a.m.
- Nightshift - 7:00 p.m. to 8:00 p.m.

c) However, other starting times may be established subject to the mutual agreement of the Company, the Union and the majority of the employees affected.

16.02 An employee working other than **dayshift** shall be paid the following differential in addition to his regular base rate:

- a) For the eight (8) hour shift:
Afternoon Shift - **\$4.80** per shift
Nightshift - **\$6.80** per shift

- b) For the twelve (12) hour shift:
Nightshift - **\$11.60** per shift

Shift differential rates shall not apply where overtime or other premium pay is being paid (excluding Saturday/Sunday premium).

16.03 An employee working on regular scheduled shifts, which include Saturday and Sunday shall be paid the **following** weekend premium for each Saturday and Sunday worked in addition to his regular base rate.

- a) For the eight (8) hour shift: **\$16.00** per shift

- b) For the twelve (12) hour shift: **\$24.00** per shift

16.04 For purposes of this article, Saturday and Sunday shall be defined as the forty-eight (48) hour period commencing **8:00** a.m. Saturday and ending at **8:00** a.m. Monday.

16.05 Change of Shift

- a) When it is necessary for the Company to change an employee's shift, the employee shall be given forty (40) hours notice prior **to** the commencement of his previous regularly scheduled shift. In the event that the forty (40) hours notice is not given the employee shall be given two (2) **times** his basic rate for all hours worked on the first shift of the change.

- b) Employees being given a shift change shall be given a clear **twenty-four (24)** hours off from the end of their last shift worked to the beginning of the new shift.
- c) Where a change of shift results in an employee working a schedule which is not a recognized schedule, the applicable overtime rate shall be paid for the **shifts** that are different than the recognized schedule.

16.06 Change of Schedule

- a) When a change to an employee's work schedule takes place, the effective date of the new schedule will commence after the employee's previously scheduled days of rest. Where the employee works his scheduled day of rest, the applicable overtime rates will apply.
- b) The new schedule can commence on a day of work or a day of rest. Therefore, the new schedule may result in additional **day(s)** of rest and, accordingly, a reduction of earnings when compared to the previous schedule. In such cases, the employee will be provided with options as to how the transition to the new schedule can take place, **with the opportunity to** maintain his earnings as close as possible to his original schedule within the appropriate **operating** payroll period.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01** Employees may request an extended leave of absence **for** special purposes and personal leave for urgent and unavoidable personal reasons.

Employees are required to schedule arrangements for **dealing**

with personal business outside of working hours. However, the Company recognizes that certain situations may arise which deserve consideration for granting a leave of absence.

Bearing in mind the reason for the leave, its length, the employee's shift schedule, and the operational impact on the Company, management may grant the employee a leave of absence. Such leave shall not be unreasonably denied.

a) Approval Process

Requests for leave must be made in writing to the immediate Supervisor as far in advance as possible and a reply received in writing within four (4) working days of the request being made.

In the event of an emergency, the employee must contact his Supervisor prior to the commencement of the absence in order to request verbal approval. It is understood that receipt of such prior notification does not constitute approval of the absence.

b) Payment

Except as otherwise provided for in this Agreement, all leaves of absence shall be without pay.

Employees must utilize any remaining floaters or banked time prior to being granted a leave of absence without pay in accordance with Article 17.08 b).

17.02 Union Leave

Employees who have been selected or elected by the Union to attend Union functions shall be granted a leave of absence

without pay for this purpose provided the Company's work requirements shall allow for such leave. The request for such leave must be made by the employee and confirmed by the Union as far in advance as possible prior to the date the leave is to commence. Normally no more than four (4) employees [maximum of two (2) employees from any one department] may take such leave at one time and the leave shall not exceed fourteen (14) calendar days.

17.03 The Company shall consider an application for extended leave of absence without pay for Union business subject to the following conditions:

- a) Application for such leave must be submitted by the Union on the employee's behalf at least three (3) weeks in advance of the date the leave is to commence.
- b) The leave, if granted, shall be for a maximum period of one year.
- c) Only one employee at a time shall be granted such leave.

17.04 Bereavement Leave

In the case of a death in the immediate family of an employee, upon application to his immediate supervisor, an employee shall be granted a leave of absence of two (2) days with pay. Where the employee attends the funeral or must attend to arrangements concerning the death and require time away from work to do so, an additional leave of absence of up to three (3) days with pay shall be granted.

Immediate family of the employee shall mean spouse (including common-law), mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandfather-in-law, grandmother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

17.05 Maternity leave

Maternity leave shall be granted in accordance with the Employment Standards Act of the Province of British Columbia.

17.06 Birth/Adoption of a Child

One (1) day's leave of absence with pay shall be granted for the birth or adoption of a child where such birth or adoption occurs on an employee's scheduled day of work.

17.07 Jury Duty

An employee called for jury duty, or as a subpoenaed witness in a criminal proceeding before the court, shall be paid each day of jury service or subpoenaed witness on which he was scheduled to work the difference between his regular pay and the payment he received for jury service. The employee shall present proof of service and of the amount of pay received therefore.

17.08 Personal Leave

a) Personal Leave With Pay may be granted for the following situations:

1. Reasonable time off required to attend a scheduled medical appointment which could not be arranged for an alternate time when the employee was not scheduled to work.

2. Participation as a coordinator in a function which involves the community as a whole (e.g. Winter Games).
 3. Reasonable time off required for an initial visit to a specialist for consultation and diagnosis.
 4. Participation in a recognized sporting event as a member of a provincial or national team.
- b) Personal Leave Without Pay may be granted for an employee to attend important appointments. Some examples of situations which would be considered are:
1. Legal appointments (other than July Duty).
 2. Financial appointments.
 3. Counselling (other than E.A.P.).
 4. To attend a funeral or to attend to arrangements concerning a death (other than as provided under Bereavement Leave).
 5. Changing residence (dependent on work schedule and timing of move).
 6. Bridging for annual vacation.

c) Compassionate Leave With Pay

In the event of serious illness, critical accident, sudden critical family matters in the immediate family requiring the employee's immediate presence, up to two (2) days leave

shall be granted providing the employee is regularly scheduled to work at the time of the incident.

17.09 Shift Exchanges

If an employee requires time off for reason, and it cannot otherwise be provided for, the employee may request to exchange a shift(s) with another employee providing they have reciprocal skills. Shift exchanges may be granted when an employee has no banked time or floaters remaining or approval of such time has been denied.

Such requests must be submitted in writing to the General Foreman in as far in advance as possible and a reply received within eight (8) calendar days. The request shall be on the appropriate form signed by the employees concerned and the specific dates involved. There shall be no additional cost to the Company as a result of employees exchanging shifts.

ARTICLE 18 - UNION SECURITY

18.01 All employees covered by this Agreement shall become members of the Union and shall remain members during the term of the Agreement.

18.02 Each new employee shall make application to the Union and tender, or by assignment tender, the appropriate fees and/or assessments. The Company shall require all new employees to sign a Union application card and check-off card upon hiring on with the Company.

18.03 The Company shall honour a written assignment of wages by an employee to the Union on the applicable form available from the Union.

- 18.04** Notwithstanding any provisions contained in Article 18.02, there shall be no financial responsibility on the part of the Company for dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.
- 18.05** The Company shall remit the dues deducted to the Union at least once each month on or before the 10th day of the month following the month in which such deductions were made, together with a list of employees from whom such sums have been deducted and the amount of each deduction, including the Social Insurance Numbers and occupation of employees.
- 18.06** The said deductions shall commence with the calendar month in which the employee receives his first pay cheque from the Company, except where the employee has been hired in the last half of the month, deductions shall then commence in the following month.
- 18.07** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that should arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provision of this Article.

ARTICLE 19 - UNION ACTIVITY

- 19.01** It is the parties' desire to establish and maintain excellent labour relations in the work place. To this end, the Union and the Company shall jointly acquaint new employees with the Collective Agreement. The Company shall provide sufficient time during the employee's orientation for a Union representative to discuss matters specific to the Union. Further, the Company shall introduce all new employees to the Steward on the crew to

which they are assigned.

- 19.02** The Company recognizes that it is necessary that certain Union activities, as expressly provided for in this Agreement, be conducted on Company time.
- 19.03** Upon receiving permission from his Supervisor, a Steward or Safety Representative may leave his work area or duties to attend to Union business or affairs. Such permission shall not be unreasonably withheld.
- 19.04** The Union shall notify the Company, in writing, of the names of those who have been elected or appointed Stewards. The Company shall recognize them when so notified. The Company shall recognize one (1) Steward and one (1) Safety Representative for each crew in each of the following areas:
- Plant Operations
 - Mine Operations
 - Mine Maintenance

In addition, the Union shall elect or appoint and the Company shall recognize one (1) Steward and one (1) Safety Representative in each of the following areas:

- Warehouse
- Plant Maintenance (dayshift)

Where the Parties can agree that a specific need exists, an additional Steward and Safety Representative shall be elected or appointed and recognized for the area identified.

- 19.05** Upon receiving permission from the Company, Union Business Representatives shall be permitted to enter the Company's

operations to carry out their duties as provided for in this Agreement. The Union agrees that such activities shall not result in any disruption of the Company's operations or affairs and employees shall not neglect their work duties and responsibilities.

19.06 The Company shall provide bulletin boards on the Company's property for joint use in posting notices.

ARTICLE 20 - SETTLEMENT OF DIFFERENCES

20.01 The parties recognize that when dealt with constructively, differences can be a source of creativity. Employees are encouraged to surface any differences, so that problems can be clearly understood and promptly resolved. It is preferable that such problems be discussed and resolved between the employee and his immediate supervisor in order that an open and trusting relationship be maintained. Both parties agree to work toward this end.

20.02 Stage I

Where a difference arises between the Company and any employee, or any group of employees regarding the interpretation, application or alleged violation of the provisions of this Collective Agreement, or a question as to whether any matter is arbitrable, an earnest effort shall be made to settle the difference at the earliest possible stage.

At the first practical opportunity from the time the difference arose, the employee concerned, with a Steward, shall initiate discussions with the immediate Supervisor.

20.03 Stage II

Failing a satisfactory solution as a result of discussions at Stage I the employee, with his Steward, may within five (5) working days state the difference in writing, describing the event giving rise to the difference and specifying the article or articles which are alleged to have been violated, date and sign it, obtain the appropriate grievance number and deliver to the immediate Supervisor who shall deliver it to the Department Head or his designate. The Department Head or his designate along with member(s) of the supervisory staff concerned and a representative of the Human Resources Department shall within five (5) working days of receipt of such notification meet with the employee and the Union to discuss the difference. The Department Head or his designate shall give his decision in writing within five (5) working days of the Stage II meeting. For purposes of this stage, the "Union" shall mean up to three (3) employee members of the Union, one of whom shall be the Chief Shop Steward or designate.

20.04 Stage III

Failing a satisfactory solution at Stage II, the Union may, within five (5) working days of the Company response at Stage II, give written notice that the difference is advanced to the General Manager. The General Manager or his designate along with the supervisory staff concerned and a representative of the Human Resources Department, shall within five (5) working days of receipt of such notification meet with the employee and the Union to discuss the difference. The General Manager or his designate shall give his decision in writing within five (5) working days of the Stage III meeting. For purposes of this stage, the "Union" shall mean up to four (4) members of the Union, including the Business Representative or designate.

20.05 Stage IV

Failing a satisfactory settlement at Stage III, either party may, within ten (10) working days of the Stage III answer, notify the other party in writing of its intention to refer the difference to arbitration.

20.06 Time Limits

The parties agree that the time limits herein have been pre-determined in order to expedite the resolution of differences.

Time limits fixed within this Article may be extended by mutual agreement in writing between the parties. Failure to abide by the time limits specified shall not automatically cancel the entertainment or hearing of a difference provided the reasons put forth are reasonable and legitimate.

20.07 Differences related to policy or Union differences **shall** be presented in writing at Stage III of this procedure. Such differences shall be submitted only by the Chief Steward or Business Representative.

20.08 Differences filed by the Company shall be submitted in writing to the Union at Stage III of this procedure. The same time limits and obligations that apply to the Union under this Article shall apply to the Company and vice versa.

20.09 Arrangement for all meetings at Stage II and beyond shall be coordinated by the Human Resources Department. Wherever practicable, such meetings shall be held during normal working hours.

20.10 Differences involving the discharge of an employee may be submitted directly to stage III of this procedure.

20.11 No employee shall be disciplined or discharged without just cause.

ARTICLE 21 - ARBITRATION

21.01 Where parties have made every effort to resolve a difference concerning the interpretation, application or alleged violation of this Agreement, and have exhausted the procedure outlined in Article 20, without reaching a settlement, either party may refer the difference to Arbitration.

21.02 Wherever, pursuant to the provisions of this Agreement, a reference to arbitration is invoked, the parties shall endeavour to agree upon an impartial single arbitrator. In the event that the parties fail to agree upon a single arbitrator within ten (10) days from the date of reference to arbitration, the parties shall, within a further ten (10) days, each appoint one (1) person who shall be a member of the Arbitration Board.

21.03 The two (2) appointees shall, within five (5) days, endeavour to agree upon an impartial third member who shall be Chairman of the Board. In the event that the two (2) members fail to agree upon a Chairman, the Chairman shall be appointed by the Minister of Labour of the Province of British Columbia.

21.04 The Arbitration Board shall, within fifteen (15) days of the naming of the Chairman, hear the parties to the difference and give its decision. The fifteen (15) day period may be enlarged or

abridged by mutual consent of the parties to the arbitration.

- 21.05** The Arbitration Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of a difference referred to **arbitration**, but shall not have the jurisdiction nor the authority to alter, amend, add to or delete from any part of the provision of this Agreement.
- 21.06** In any arbitration, the written difference shall be presented to the **Arbitration Board** and the award of the Arbitration Board shall be confined to determining the issues set out therein.
- 21.07** The decision of the Arbitration Board shall be final and binding on the **employee(s)** concerned and on the parties to this Agreement.
- 21.08** Each party shall bear the expense of its Appointee and the costs of preparation. The expense of the Chairman shall be borne equally by the Union and the Company.
- 21.09** The parties agree that the operation of Section 87 of the Labour Code of British Columbia is excluded.

ARTICLE 22 - SENIORITY

- 22.01** The parties recognize that job opportunity and security shall increase in proportion to the length of service in the bargaining unit at the Line Creek Mine.

22.02 For the purpose of this agreement, there shall be one (1) type of seniority:

Company seniority is the length of service an employee has within the bargaining unit at the Line Creek Mine, except as provided for in this Article.

For application of seniority within a department it shall be Company seniority for employees within the department.

22.03 If the transfer of an employee is required by the Company, from one department to another, his Company seniority shall not be affected.

22.04 Company seniority of an employee shall be completely lost and the employee shall be terminated from the payroll for any of the following reasons:

- a) Voluntary termination or resignation.
- b) Discharge for just and reasonable cause.
- c) Recalled to work following a layoff and fails to comply with the provisions of Article 24.11.
- d) Acceptance of severance payment under Article 24.13.

22.05 Seniority shall be maintained and accumulated during:

- a) Absence due to an occupational illness or accident.
- b) Absence due to non-occupational illness or accident not exceeding two (2) years.
- c) Authorized leave of absence not exceeding sixty (60)

calendar days.

- d) **Authorized** leave of absence as per Article 17.03.
- e) Absence due to layoff by the Company if less than one (1) year.

22.06 Seniority shall be maintained but not accumulated during:

- e) Absence due to non-occupational illness or accident exceeding two (2) years.
- b) **Authorized leave** of absence exceeding **sixty (60)** calendar days.
- c) Absence due to a layoff of greater than one (1) year.
- d) With respect to **22.06 (c)** above, the accumulation of seniority for severance pay purposes (Article 24.13) shall be **for** a **maximum** of one (1) year.
- e) The first two (2) years an employee accepts a **supervisory** or other staff position. **After** the two (2) years his **seniority** shall be completely lost.

22.07 Temporary Employees

The **Company** may employ temporary employees in the following instances:

1. Vacation relief outside summer prime time.
2. Illness, injury, or approved leaves of absence which exceed one cycle.
3. Projects.
4. As per Article 8.02 (c).

- a) All employees on layoff who have the necessary

qualifications and/or prerequisites shall be recalled [subject to Article 24.11 (e)] before temporary employees are hired.

- b) Where the temporary employee has been hired for work of a project nature, qualified employees within the department shall have the opportunity to fill the temporary position providing that any **previously** approved vacation will not hinder the **successful** completion of the work. Employees may elect to move their vacation providing that the movement of the vacation does not impact another employee's previously scheduled time off.
- c) Temporary hires shall not exceed six (6) months unless mutually agreed to by the Parties.
- d) Temporary employees hired to provide coverage for absences due to illness, injury, or leave of absence:
 - 1. shall not **affect** the calculation of crew vacation quotas;
 - 2. shall not result in a reduction of vacation quotas.
- e) A crew's vacation quota shall be increased by one (1) for every one (1) temporary employee hired as vacation relief on that crew.
- f) Temporary employees shall not **accumulate** seniority in **the** bargaining unit. A temporary employee shall not be required to pay initiation fees but shall pay regular

monthly union dues. Should a temporary employee be retained and hired as a regular employee he shall pay initiation fees to the Union and his bargaining unit seniority shall commence on the date of his **first** shift as a regular employee.

- g)** The hourly rate and other provisions of the Collective Agreement other than those restricted by this Article shall **apply**.
- h)** The Union shall be notified of the reason for and **anticipated** duration of the temporary hire. The Company shall provide a monthly listing of temporary employees indicating:

 - 1.** date hired;
 - 2.** department **classification**;
 - 3.** reason for hire;
 - 4.** anticipated termination date.
- i)** Coverage under the benefit package (Article 13) shall be restricted to the following:

 - 1.** Basic **Life** and **A.D. & D.** Insurance.
 - 2.** Provincial **Hospital/Medical** Insurance.
 - 3.** Extended Health Care.
 - 4.** Payment for any statutory holiday during their period of employment providing they work their regularly scheduled shift immediately before and after the holiday.
 - 5.** Floaters and leaves of absence with pay shall not apply, although requests for leaves without pay shall

be considered.

- j) Temporary employees shall be terminated without recall rights and removed from the payroll when the work opportunity is over.

22.08 Summer Students

- a) Summer students may be utilized for the period of April 14 up to Labour Day. Any exceptions to be mutually agreed to.
- b) In considering applications for summer students, **preference** shall be given to sons and daughters of employees. In selecting students, consideration shall be given to:
 1. the relative number of bargaining unit and staff employees;
 2. academic standing;
 3. previous work experiences relevant to Line Creek;
 4. their fit with the job;
 5. preference shall be given to students in full **time** attendance in a post secondary degree or diploma program.
- c) Summer students shall not accumulate seniority in the bargaining unit. A summer student shall not be required to pay initiation fees but shall pay regular monthly union dues.
- d) Crew vacation quotas shall be increased by one (1) for **every two** (2) summer Students assigned to each Mine Operations crew.

- e) Summer students shall be provided the following benefits on an as needed basis:
1. Basic Life and A.D. & D. insurance (students who are married or have dependents **only**).
 2. Provincial Health/Medical insurance.
 3. Extended Health Care.
- f) Summer students shall be entitled to payment for any statutory holidays which occur during **their** employment period providing they work their regularly scheduled **shift** immediately before and **after** the statutory holiday.
- g) All employees on layoff, who have the necessary qualifications and/or prerequisites, shall be recalled subject to Article 24.11 (e) before summer students are hired.

h) Summer Student Wage Rates

Rates effective June 1st of each year.

Summer Student Experience = Number of summers worked at the Line Creek Mine.

SUMMER STUDENT EXPERIENCE	1995 HOURLY RATE	1996 HOURLY RATE
1	18.12	18.57
2	18.74	19.19
3	19.36	19.81
4+	19.98	20.43

ARTICLE 23 - TECHNOLOGICAL C H A W

23.01 The Company shall notify the Union not less than ninety (90) days in advance of its intention to institute technological changes which would involve the layoff of employees. Notice or pay in lieu of notice to any employee(s) affected shall be provided as described in Article 24 (Layoff).

23.02 For purposes of this Article "technological change" means the automation of equipment or the mechanization or automation of duties which directly results in the layoff of employees.

23.03 Where an employee's job is eliminated as a result of technological change introduced by the Company, the employee shall have the right to exercise his seniority as provided in Article 24.

Employees, in accordance with Article 9, shall be given the opportunity to post for any new jobs that result from technological change before any new hires are brought on to the property.

23.04 In cases where retraining is not practical, the employee may elect to be laid off in accordance with Article 24.

ARTICLE 24 - LAYOFF

24.01 a) In the event of a planned layoff (except emergency or vacation shutdowns), affecting bargaining unit employees, the Company shall convene a meeting of the Union-Management Committee no less than seven (7) calendar days prior to the expected date of notification of the

employees affected.

- b) The purpose of the meetings will be to discuss the extent of the **layoff** and its impact on Line Creek employees.
- c) Notice. for the purpose of this Article, shall be in **writing**, either hand delivered or by registered mail to the **employee(s)** affected.

24.02 Employees shall have bumping rights in accordance with their Company seniority and in compliance with Article **24.05**. The right to bump shall include the right to bump up.

24.03 In the case of a reduction in force, the Company shall consider the requirements and efficiency of operations and those factors described in Article 22 in determining which employee or employees shall be affected.

24.04 In the **case** of any reduction in force, planned shutdown of the Company's operation or section thereof, resulting in a layoff of employees of less than thirty-three (**33**) calendar days, employees on the crews directly affected shall be **layed** off by Company seniority.

24.05 In the case of any **re**duction in force, planned shutdown of the Company's operation or section thereof resulting in a **layoff** of employees in excess of thirty-two (32) calendar days, the Company shall lay off employees based on Company seniority.

Employees **laid off under** this Article shall be allowed to bump into another classification by using Company **seniority**: Plant Operations up to and including level three (3) **pumps** or one (1) per crew, Plant **H.E.O.**, Mine Operations up to and including Job Level three (3) excluding Grader and Rubber Tired Dozer functions, Maintenance Helper, Serviceman, Lubeman, **Tireman** (**less than 2080** hours), **Certified Trade** if previously employed in that trade at Line Creek, Warehouse **Courier** and Janitors.

Should a Certified Trade be affected by layoff, Apprentices shall be **laid off** first in accordance with their achieved skill level (lowest skill first).

For the purpose of this Article, Plant Operations personnel shall be slotted by Company seniority in accordance with their achieved **skills** to fill all functions of the Plant with level ten (10) journeyman **being** most senior to entry level most junior. Those slotted up to and including level three (3) or one (1) per crew shall be subject to bumping.

- 24.06** In the event of a temporary emergency shutdown of the Company's operation or section thereof of less than thirty-three (33) calendar days, employees on the crews directly affected may be temporarily **laid off**, by Company seniority, irrespective of the other provisions of this Article that apply to layoff and recall. Emergency shutdown shall mean anything other than a planned shutdown. If the shutdown extends in excess of thirty-two (32) calendar days, the Company shall effect recall or layoff as per Article 24.05.

24.07 The Company may elect to take a vacation shutdown and grant employees their vacations at that time. Notification of summer vacation shutdown periods shall be communicated no later than March 1st.

1. Any time designated as a vacation shutdown shall be scheduled to coincide with the major school vacation periods.
2. The Company may schedule up to seventy-two (72) hours of an employee's vacation as a result of vacation shutdowns during the year.
3. In the event that an employee has not used all vacation entitlement prior to the end of the calendar year, the Company may require the employee to schedule any unused vacation during a Christmas shutdown.
4. Employees shall not be permitted to schedule vacation on both ends of a shutdown period if it conflicts with another employee's vacation request.

24.08 Where work is required during a vacation or other shutdown of less than thirty-three (33) calendar days, the selection of those employees required shall be as follows:

1. Senior qualified employee (Company seniority) normally scheduled shall be offered the work.
2. Assign junior qualified employee (Company seniority) normally scheduled to work.

24.09 If a **layoff** occurs which results in the displacement of an **employee from his classification or in the case of a Certified or Apprentice Tradesman** from his trade, he may elect to accept layoff status rather than the reclassification, provided he notifies the Company within fortyeight (48) hours of his being informed of such reclassification by the Company.

24.10 In the case of a planned layoff, the Company shall provide employees with sixteen (16) calendar days notice.

At the Company's discretion the normally scheduled shifts **within the notice period** may be worked or all or part of the notice may be paid in lieu at the employee's regular straight time rate of pay.

24.11 Employees layed off shall be recalled in order of Company seniority, provided they possess the necessary prerequisites and/or qualifications to perform the available work.

- a) It shall be the responsibility of employees who have been layed off and who wish to be available for recall to keep the Human Resources department informed of their current mailing address.
- b) In case of recall, the Company shall notify the employee by registered mail forwarded to the employee's last known address.
- c) When the employee is notified of recall as in (b) above, he must indicate his intention to the Company Human

Resources department within ten (10) calendar days of the date of receipt of notice, and report for work within thirty (30) calendar days of receipt of such notice unless prevented from reporting for a reason acceptable to the Company.

For the purpose of administration it shall be deemed that the mail was received in ten (10) business days from the date of mailing. The Company will be deemed to have fulfilled the requirements of Article 24.11 c) if the notice is hand-delivered to the employee.

- d) Failure to comply with the provisions of (c) above or if the registered mail is returned with no known forwarding address, it shall result in loss of seniority and removal from the recall list.
- e) An employee permanently **laid off/displaced** shall be recalled under the following criteria:
 - 1. All employees on **layoff/displacement** shall be deemed to have bid on **all job postings** for which they have the necessary prerequisites and/or qualifications.
 - 2. Employees on **layoff/displacement** shall be given preference for recall into their former department or trade **prior** to an employee from another department or trade being **selected on** a job posting.
 - 3. Employees who are **laid off/displaced** from a department shall revert to their former pay level upon

being recalled into the department. This shall include red circling if applicable.

4. An Employee who refuses recall to his former classification, or in the case of Certified or Apprentice Tradesman into their trade, will forfeit his seniority and all recall rights, except as provided in (6).
5. An employee refusing recall to any other **classification** for which he has the necessary prerequisites **and/or** qualifications will forfeit his recall rights to that **classification**, except as provided in (6).
6. An employee may refuse a recall for work anticipated to last for less than six (6) months without it adversely affecting any of his recall rights.
7. An employee recalled to any classification, other than his former **classifications**, shall be given a voluntary trial period of fourteen (14) calendar days to remain in that classification or revert to layoff status.

f) New hires shall not be offered employment in a trade or classification until all employees **laid off/displaced** in that trade or classification are offered the opportunity for recall.

24.12 An employee will be deemed to have been permanently **laid off** when:

1. The Company has announced the permanent shutdown of the Company's operation or section thereof.

2. Technological change has eliminated the employee's job in accordance with Article 23.04.
3. An employee has been on layoff in excess of sixty-four (64) calendar days.
4. The Company may determine that an employee has been permanently laid off prior to the time period stated in Article 24.12 (3) above.

24.13 Subject to the seniority provisions of this Agreement, any employee who becomes permanently laid off in accordance with Article 24.12 shall be entitled to a severance allowance in accordance with his seniority. The amount of severance allowance which an employee shall be paid shall be determined as follows:

SENIORITY	SEVERANCE PAY
Greater than 6 months but less than one year	2 cycles
1 year but less than 2 years	3 cycles
2 years but less than 3 years	4 cycles
3 years but less than 4 years	5 cycles
4 years but less than 5 years	6 cycles
5 years but less than 6 years	7 cycles
6 years but less than 7 years	8 cycles
7 years but less than 8 years	9 cycles
8 years but less than 9 years	10 cycles
9 years but less than 10 years	11 cycles
10 years but less than 11 years	12 cycles
Etc.	

Recall rights shall cease where an employee on layoff is paid severance allowance referred to above.

ARTICLE 25 - INJURY REHABILITATION

25.01 It is agreed that it is in the mutual interest of the Company, Union and employees to promote effective rehabilitation of employees. The Progressive Return to Work **Committee will review** cases of permanent employees who, as a result of injury **or illness**, would benefit from returning to their regular function in a progressive manner. The committee shall take into account the Interest of the employee and Company in determining which function or tasks are appropriate **for** the employee to be assigned during the period of rehabilitation.

In the event of an employee **sustaining** injury at work or becoming affected by occupational disease during the course of his employment with the Company and becoming physically handicapped as a result thereof, the Company shall endeavour to provide suitable employment **for** the handicapped employee,

ARTICLE 26 - TOOL ALLOWANCE

26.01 The Company shall provide a monthly tool allowance to employees in the Maintenance Department according to the following:

CLASSIFICATION	TOOL ALLOWANCE
Heavy Duty Mechanic & Apprentice	\$50.00
Light Duty Mechanic & Apprentice	\$50.00
Millwright & Apprentice	\$50.00
Machinist & Apprentice	\$50.00
Lineman & Apprentice	\$50.00
Electrician & Apprentice	\$40.00
Industrial Instrumentation & Apprentice	\$40.00
Welder & Apprentice	\$40.00
Carpenter & Apprentice	\$40.00
Pipefitter & Apprentice	\$40.00
Serviceman	\$40.00
Lubeman	\$40.00
Tireman	\$30.00

26.02 Tool boxes shall be provided on loan basis to Heavy Duty Mechanics and Servicemen permanently assigned to the maintenance field crews.

Except as provided in Article 26.02, an employee shall be responsible for his own tools.

The Company shall provide the employee with a minimum tool list for each trade which shall be maintained. The employee shall provide a complete list of his tools on an annual basis. This listing shall be audited by the Company.

The Company shall reimburse an employee for the value of his tools which are destroyed due to fire or major disaster occurring to the Company's property. In the event of major tool theft, a full investigation shall be done and if warranted the employee shall be reimbursed for the loss.

ARTICLE 27 - GENERAL PROVISIONS

- 27.01** Upon prior agreement with the Human Resources Department, employees in the bargaining unit shall be permitted to review their personal records in the presence of a Human Resources representative. Upon request, the employee shall be provided with copies of material contained in such records. If the employee wishes, he may be accompanied by his Steward.
- 27.02** Where there is no running water available, drinking water in approved sanitary containers shall be provided.
- 27.03** Bargaining unit employees who have been specifically designated by the Company as a trainer for purposes of instruction or training other employees in job skills, shall be paid a premium of fifty-cents (\$.50) per hour while on training assignments.

This rate shall apply when the Company determines an employee has a need for training or additional skills and assigns a bargaining unit employee to give such training either on the job or in a classroom setting.

It does not apply where new employees or transferred employees are shown the work area, location of equipment or facilities.

27.04 Paydays

Payday shall be bi-weekly on Friday. The Company shall be allowed one (1) week hold-back in order to prepare payrolls. If a general holiday falls on the regular payday, employees shall be paid the day before. The employee's pay stubs shall be available at the end of dayshift on Thursday prior to payday, except if delayed by reasons beyond the Company's control. Employees shall be paid by direct bank deposit.

27.05 Work Assignments

Work within a classification shall be assigned to employees within that classification. The Company may assign work to employees outside their classification only when employees within the classification are not available and as per Article 27.06.

27.06 Temporary Assignment

Normally an employee shall perform the work of their job classification, however, the Company shall have the right to assign an employee temporarily to a task or classification

commensurate with their abilities. Such assignment shall **not result in the layoff or reduction of normal working hours** of any current Job Incumbent.

1. When employees are assigned to work **outside** their classification, no other employees shall be assigned to the job they vacated.
2. An employee shall retain their rate of **pay** for the duration of the temporary assignment unless the normal rate for the assignment **is** higher **in** which case the employee shall receive the higher rate for the duration of the temporary assignment.
3. Temporary assignments which exceed one (1) **shift** shall be reviewed **with** the Union Steward on crew.
4. Temporary **assignments involving** the Certified **Trades** which exceed one (1) **shift** shall be subject to the overtime procedures.

27.07 Specialized Training

Specialized training is training not required **for** trade, certification or pay progression.

This refers to theoretical and **practical** training, given by the Company **and/or** supplier, to enable employees to perform work within their job classification **more effectively and more efficiently**.

Such training opportunities shall be offered to employees on a crew to which the specialized training is applicable and shall be done so in a fair and equitable manner.

27.08 Janitorial Services

Janitors shall be assigned to each crew. Dry facilities shall be cleaned each working shift.

ARTICLE 28 - SUPERVISORS WORKING

28.01 Supervisors shall not perform duties of bargaining unit employee's covered by this Collective Agreement except when necessary to instruct employees, to assure safety of employees and to protect Company property.

ARTICLE 29 - NO INTERRUPTION OF WORK

29.01 The parties agree that the Company shall not cause or direct any lockout of employees during the term of this Agreement, and neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike or any other interruption of work of any kind, on the part of any employee or group of employees that is intended to or does in any way impede, restrict or limit productivity during the term of this Agreement. This mutual obligation to maintain uninterrupted work is a statement of the parties' commitment to constructively deal with and resolve differences in a responsible and amicable manner to the mutual benefit of all concerned.

**ARTICLE 30 - PERFORMANCE EFFECTIVENESS
MANAGEMENT (P.E.M.)**

30.01 The Union recognizes the Performance Effectiveness Management program as an alternative to a more traditional approach to manage employee performance and discipline. In recognizing the principles of the P.E.M. program, the Company agrees that the program shall be applied in the following manner:

- a) P.E.M. is constructed of four interrelated parts:
1. Establishment of, and common understanding of performance standards.
 2. Development of an effective working relationship.
 3. Taking preventive actions to avoid the occurrence of performance discrepancies.
 4. Managing performance discrepancies through a constructive correction process.

These four parts form a complete cycle, each dependent on how effectively the others are applied.

- b) Part four of the program deals with performance problems when high stake issues or a behaviour pattern has been established, and consists of three steps:

1. Efforts between an employee and Supervisor (others if necessary) to resolve the matter through on job or off job talks.
2. Second level talks.
3. Third level talks.

These three parts must be applied sequentially, subject to certain high stake issues which may be managed at Level 2 or Level 3.

It is further agreed between the parties that the following terms shall be defined and applied as guidelines in the following manner:

c) Pattern

A repeated discrepancy within a period of time may be considered a pattern. The time frame is judged by the seriousness or stake of the discrepancy.

d) Stake

A low stake discrepancy is one which has little or no effect, or potential effect on work results, the employee's welfare, or on the welfare of other employees.

A high stake discrepancy is one which has a definite negative effect on work results, on the employee's welfare, or on the welfare of other employees.

It is agreed that the descriptions are guidelines only and the application is based on the discipline fitting the discrepancy.

30.02 Performance Discrepancy Meetings (Attendees)

a) Level I

Sr. Foreman or Foreman (as applicable)
Shop Steward
Safety Representative (if applicable)
Employee

b) Level II

a) plus

General Foreman*
Chief Shop Steward*
Safety Chairman (if applicable)

** or designates*

c) Level III

a) and b) above plus
Department Head*
Business Representative*

** w designates*

d) Time Frames

Level I 3 - 6 months
Level II 6 - 12 months
Level III 12 months or more

Reviews to be done at 50% and 100% of the above time frames.

- e) Copies of all Performance Discrepancy Management documentation placed in an employee's personnel file shall be forwarded to the Union Office.

ARTICLE 31 - JOB DESCRIPTIONS

31.01 The following job descriptions are provided to determine the assignment of work and the retention of the appropriate trades personnel in the event of a reduction in work force.

These descriptions are not intended to be restrictive but rather an attempt to outline the primary functions of the job identified.

This is not intended to restrict management's ability to determine the number of employees required in the designated trades.

31.02 The application of Job descriptions at the Line Creek Mine shall be related to the Provincial Apprenticeship trade guidelines and on the job training specific to Line Creek Mine equipment.

31.03 Should overtime in a specific trade be required and employees within the trade are not available, then such overtime shall be offered first to other tradesmen provided they have the skills required.

31.04 Job Descriptions (Primary Functions)

Carpenter

Using hand and power tools, a Carpenter constructs, erects, installs and repairs structures and industrial buildings conforming to local building codes. An important aspect of the job is the skill required to **select** specified types of lumber and other materials to do **either** rough work **and/or** interior finishing. A Carpenter may encounter the construction of concrete forms and/or erecting scaffolding for assembling structures above ground level.

Electrician

The trade of Electrician means the installation, construction, alteration, repair, maintenance, commissioning, testing, **servicing**, calibration and related operation of electrical and electronic systems in any premises, place, building or structure or mining equipment.

Heavy Duty Mechanic*

The Heavy Duty Mechanic adjusts, repairs **and/or** replaces worn and damaged mechanical, hydraulic, pneumatic and electrical parts on tractors, shovel, graders, trucks, loaders and other heavy equipment. The mechanic **must** have the ability to diagnose electrical, mechanical, air and hydraulic troubles and make repairs according to the manufacturer's specifications. The work involves the ability to determine the cause of faulty operations of equipment, disassembling and reassembling parts of equipment such as the engine, transmission, cooling system, **fuel** and exhaust system,

clutch and differential by using the necessary hand and power tools and specialized equipment. Sufficient knowledge and experience in the use of ox-acetylene and minor arc welding. Does running repairs on light vehicle equipment when Light Duty Mechanics are not available.

Industrial Warehouseman

The **Industrial Warehouseman** receives stock and direct charge material from external sources, issues material and ships all obsolete or surplus stock to vendors for credit. Warehouses all stock materials, including planning of space in accordance with stock levels to ensure adequate space available for new receipts. Operates material handling equipment (ie. forklifts, pallet jacks, hand carts, etc.). Investigates discrepancies and finalizes stocktakings, handling and storage of fuels and lubricants. identifies parts for maintenancetradesmen and maintains automated system for warehouse stock. Expedites high priority material and performs housekeeping duties.

Light Duty Mechanic*

The **Light Duty Mechanic** repairs and overhauls automobiles, buses, trucks of one (1) ton or less and other automotive vehicles. Adjusts, repairs and/or replaces worn and damaged mechanical and electrical parts on light duty vehicles. Sufficient knowledge and experience in the use of oxy-acetylene and minor arc welding.

Lineman

Construct and maintain **network** of power lines used to conduct electricity, etc. Direct and assist ground men in attaching **crossarms**, insulators, lighting **arrestors**, switches, wire conductors and auxiliary equipment to **poles** preparatory to erection. Erect poles or towers and adjustment of guy wires. Climb erected poles or **towers** to install additional equipment **such as transformers**. String conductors or cables between erected poles with assistance of ground crew. Adjust slack **in** conductors. Splice conductors and transformer connections. Maintain substations. Operate line truck.

Serviceman

A Serviceman **shall** fuel and **lubricate** all types of equipment at the Line Creek Mine. They **shall also** perform checks and minor repairs to the equipment including the **lubricating** systems, adjusting tracks, changing of oils **and filters**, **engaging** tools, steps, mirrors, lights, tightening of dampers and bolts, etc. They shall also steam clean and perform other Helper functions as required. Nothing within **this** description shall prohibit other **qualified** employees from performing these tasks.

Lubeman (Mine Maintenance)

Lubricates and fuels all types of Mine equipment at the **Line** Creek Mine. Maintain lube truck service equipment and perform minor repairs to lubricating systems, adjust **tracks**, identify and report unusual noises on malfunctions on equipment.

Lubeman (Plant Maintenance)

Lubricate, service, change oil and filters on all types of Plant equipment at the **Line** Creek Mine. Identify and report **unusual noises** or malfunctions on equipment.

Machinist

A Machinist operates a variety of machines, Including lathes, planers, shapers and boring mills. and many specialized machines. In the manufacture, repair and rebuilding of machines and machine components. The machinist works with a variety of steels, steel alloys, non-ferrous materials, **plastics**, and **assists** line-up of critical equipment.

Maintenance Helper

Utilizing appropriate equipment such as steam **cleaning**, pressure washing, bobcat, forklift, shop cranes, jacks, etc., the Maintenance Helper performs general duties as assigned in the maintenance department.

Millwright*

A Millwright dismantles, moves, installs, **repairs** and maintains a large variety of machinery, piping and heavy stationary mechanical equipment. The activities of a **Millwright** includes the construction of foundations for machinery such as conveyors, pumps, compressors, hydraulic systems and pneumatic equipment at the Line Creek Mine. The assembling, levelling, aligning and speed testing of such equipment as pulleys, shafts and belts, rollers, presses are also fundamental processes. An important aspect of the job is the **skill** to evaluate the overall

system performance in order to determine areas of possible trouble. The work also involves an understanding of metallurgy and welding.

Steamfitter/Pipefitter

A Steamfitter/Pipefitter installs, repairs and maintains various types of heating and process piping systems at the Line Creek Mine. The work involves general knowledge of a variety of metal and non-metal piping and their pressure capacities for use in high and low pressure pipe systems. The activities of the Steamfitter/Pipefitter include working from building plans and cutting openings in floors, walls and ceilings according to specification. The pipes themselves must be measured, cut, threaded and bent to the required sizes, shapes using a variety of hand and machine tools, and then joined to other sections of pipe by means of threading, soldering, brazing, cementing or welding. Finally, the overall evaluation of a piping system, including the cleaning of pipe units and fittings, and the testing of systems for leaks using gauges to check the pressure of air, water, gas or chemicals, is an important skill of the Job.

Tireman

Repair and maintain truck and mobile equipment tires as per the Company's tire program. Operate the mobile tire manipulator, tire breakdown equipment, shop and hand tools. Make and repair tire chains. Be familiar with the handling of liquid ballast. Maintain tire records. Service the tire maintenance machinery except for the tire manipulator.

Warehouse Courier/Helper

The Warehouse Courier/Helper provides a pick-up and delivery service for parts and materials required to support the Mine and Plant operations, utilizing the necessary equipment such as vehicles, forklifts, etc.

The duties generally include, but are not restricted to, the following.

- ▶ Makes courier runs for delivery or pick-up of mail, oil samples, parts, etc.
- ▶ Loads and unloads parts and materials, makes pick-up and deliveries for various departments as required.
- ▶ Washes and cleans warehouse vehicles. performs vehicle safety inspections, cleans warehouse area, operates forklifts and assists in warehouse as required.

Welder

A Welder fuses, bonds, cuts and forms metals in the repair, rebuilding, fabrication and installation of plate, sheet, pipe, castings and structural members using a variety of welding processes and necessary related knowledge.

- * *Sufficient* knowledge and experience in the use of oxy-acetylene and minor arc welding refers to destructive welding (ie. cutting off bolts, brazing cracks in tenders, rosebud, etc.). Arc welding after proper training • can weld nuts on bolts and brackets (except where safety is a concern).

ARTICLE 32 - CONTRACTING OUT - WORK PERMITS

32.01 The following is the procedure agreed to by Union and Management for the issuance of work permits for Contractors coming on site:

a) General Guidelines

- 1.** The Department Head, or his designate, shall review the extent of the work and the circumstances with the designated Union Representative prior to the decision to contract out the work.
- 2.** Should the Company decide that it is necessary to contract out the work, the Department Head shall initiate the appropriate form for notification and forward it to the **L.P.A.** at the Main Gate who shall use it as authorization to issue the work permits.
- 3.** If the contractor arrives at the Main Gate and the **L.P.A.** does not have the required authorization, the contractor shall not be permitted to enter the property until the **L.P.A.** has contacted the Department Head concerned, or his designate, and receives authorization as above.
- 4.** A copy of the contracting out notification shall be forwarded to Human Resources, who shall forward a copy to the Union Business Representative and the Chief Shop Steward.

5. Security shall submit to Human Resources, at the end of each month, a copy of each permit issued. Human Resources shall forward the applicable copy to the Union Business Representative.
6. All contractors shall prominently display their copy of the work permit in the area in which they are working.

b) Pre-authorized Contracting Out Notification

A **pre-authorized** contracting out notification shall be forwarded to the **Main Gate** by the applicable Department Head, or his designate, covering a specific period, not more than one calendar year.

The mutually agreed upon contractors listed below shall be issued a permit on each visit.

This arrangementshall apply to the followingcontractors:

- **Acklands**
- Anderson General
- B.C. Bearing
- **Cullen** Detroit Diesel
- **Cummins**
- **Dandee** Disposal
- **E.K.** Steam Cleaning
- Elk Valley **Glass**
- Finning Tractor
- **Kal** Tire
- Kiki Transport
- **Laidlaw**

- Larry's Radiator
- McRae Electric
- Nohel's (Lowbed)
- R.C. Moffatt
- Shaw's Sales
- U.C.A. Inspections (Non-Destructive Testing)
- Westland Pipefittings

c) Contracting Out Notification Required

Contracting out notification for each contract is required and must be forwarded to the Main Gate by the Department Head concerned or his designate in the following cases:

1. All contractors coming on the mine site to perform non-warranty work on equipment including those listed in b) above.
2. All other contractors coming on the mine site to perform work other than those excluded in d) below.
3. When it is a last minute or emergency arrangement, verbal authorization may be given to the L.P.A. and then to be followed-up with written notification. The usual procedure of communication to the designated Union Representative on site shall be followed.

d) Permits Not Required

The following shall not require a work permit to come on to the mine site. However, a listing of those not being

issued permits shall be kept at the Main Gate and shall be available from the Union.

1. Contract and Freight Deliveries & Pick-Ups:

- Bulk Explosives
- Byers Transport
- C.P. Transport
- Canadian Liquid Air
- e **Commanche**
- e **Cranbrook Express**
- Crown Tire
- Fernie Cartage
- I.C.S. Liquid Gas
- e **Kiki Transport**
- e **Loomis**
- e Motorways
- Mountain Mechanical
- Prestige Cleaners
- Economy Carriers

2. Utility companies (B.C. Tel., B.C. Hydro, etc.).

3. Company representatives coming on to the mine site in connection with non-bargaining unit work such as:

- Consultants
- Sales Representatives
- Servicing Copiers
- Auditors
- Pest Control etc.

4. Koltran buses.

5. Transportation and freight carriers not listed above.

32.02 Contracting Out Administration

The parties agree to the following to administer the contracting out of work.

The Company shall pay a sum to the Union Council in an amount equal to two (2) hours at the journeyman rate for each employee of a contractor for each month or portion of a month the contractor's **employee(s)** performs **specific** work at the Line Creek Mine. Permit fees shall not be calculated for contractors whose firms are certified with the B.C.Y.T. Unions or are affiliates of the B.C. Federation of Labour except where the work performed is warranty work or work normally performed by the bargaining unit at the Line Creek Mine.

Permit fees shall be paid for all non-union contractors.

The parties shall meet semi-annually to review the lists of contractors and work performed in order to calculate the amount of permit fees owing to the Local Union Council.

The Union shall ensure that permits shall be made available to all contractors coming on to the Line Creek property to perform work.

Executed *this 16th* day of ~~September~~, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

ARTICLE 33 - DEFINITIONS

Accident:	An occurrence resulting from external cause and requiring medical attention.
Company Seniority:	Defined in Article 22.02.
Call-Out:	A request made to an employee to return to the mine site during his regularly assigned period of rest for the purpose of performing a specific task .
Cycle:	One set of scheduled workdays and the associated days of rest.
Day:	Defined in Article 14.03.
Days Of Rest:	The days of rest follow days of work.
Line Creek Journeyman:	Trades: a certified tradesman. Operations: a person who has earned recognition of the Line Creek Mine upon successful completion of all the required training and the associated demonstration of skills in accordance with the specifications outlined in Articles 5, 6, 7 and 2 .
Pay Period:	The time between two cut-off days, used to determine the employee's pay.
Prime Time:	Refers to the major school vacation period, ie. Christmas/New Year, Easter/Spring Break, Summer Break.
Qualification:	For the purpose of filling job vacancies and completion of training: determined to have sufficient skill and knowledge to be judged

competent in a job function in compliance with the various training programs at the Line **Creek** Mine.

For the purpose of **layoff/recall**: a classification which the employee has performed as a permanent assignment at the **Line** Creek Mine.

Schedule: Predetermined pattern of workdays and associated days of **rest**.

Shift: Hours of work to be performed on a **given** day.

Week: Defined in Article 14.03.

Workday: Defined in Article 14.02.

LETTER OF AGREEMENT NO. 1994 - 1

SUBJECT: SELECTION OF APPRENTICES

The parties agree to the following with respect to the selection of apprentices as referred to in Article 10.05 of the Collective Agreement.

The apprenticeship lists, as referred to in Article 10.05 of the Agreement, shall be frozen as of **May 25, 1989**.

Employees on the apprenticeship lists as of that date shall be given one (1) opportunity in **each trade selected prior to May 25, 1989**.

Should an employee ~~decline~~ the apprenticeship opening, ~~his~~ name shall ~~be~~ removed from the list.

*Executed this **16th** day of **September**, 1994.*

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C**

**LINE CREEK RESOURCES LTD.
LINE CREEK MINE**

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 2

SUBJECT: TEMPORARY FOREMEN

A bargaining unit employee assigned as a temporary foreman shall be entitled to all provisions of the Collective Agreement except that he shall not be entitled to work overtime performing normal bargaining unit work for the periods of: eight (8) hours before the assignment, during the assignment and for a clear twelve (12) hours after the assignment as Temporary Foreman.

While performing the function of Temporary Foreman, such employees shall continue to pay union dues and shall not perform bargaining unit work as referred to in Article 28.01.

Temporary Foremen shall not assign themselves overtime or circumvent the overtime procedures of their respective departments.

Any overtime worked as a Temporary Foreman, by a bargaining unit member, shall be recorded as per their respective department procedures.

Departmental procedures for overtime opportunity shall not be a consideration in the selection or utilization of employees as Temporary Foreman.

Temporary Foremen shall not have the authority to discipline or make effective changes in the status of the employees or recommend disciplinary action.

*Executed this **16th** day of **September**, 1994.*

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 3

SUBJECT: EMPLOYEE TRANSPORTATION

This will confirm the stated Intention of the Company to maintain the present level of bus transportation for the duration of the Collective Agreement.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason_____

David Honsberger_____

LETTER OF AGREEMENT NO. 1994 - 4

SUBJECT: ADMINISTRATION OF LONG TERM DISABILITY (L.T.D.)

1. Line Creek Resources Ltd. shall initiate the L.T.D. claim procedure sufficiently in advance of the estimated L.T.D. commencement to ensure prompt payment of L.T.D. benefits.
2. An initial letter outlining the benefit payment (gross payment, deductions and net payment) shall be forwarded to the employee by the Insurance Company prior to the commencement of L.T.D.
3. The Company shall discuss with each employee, prior to the commencement of L.T.D., the application of the L.T.D. benefits and the responsibilities of all parties concerned.
4. The Insurance Company shall include a statement with each monthly L.T.D. payment showing the gross payment, period of coverage, deductions and net payment.
5. If a dispute occurs over the submitted claim, the Company shall advance interim payment(s) equal to the L.T.D. benefit subject to the following:
 - a) The employee must agree to any third party medical examination related to the illness or disability in question.

- b) The employee must sign a reimbursement agreement and an authorization for relevant medical information to be released to qualified third parties.

The interim payments by the Company shall continue until the claim is accepted by the Insurance Company or a third party medical examination determines that the employee is fit to return to work. Interim payments shall not continue past the benefit period provided in the L.T.D. plan (24 months).

6. The level of the L.T.D. benefit shall be the greater of the benefit provisions of the Collective Agreement or the relevant coverage by the Insurance Company.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION ~~OF~~
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 1

SUBJECT: **ADJUSTMENT OF SENIORITY**

Employees who stopped accumulating seniority under the seniority provision of previous Collective Agreements referring to L.T.D., shall have their seniority adjusted to comply with the provision of the current Collective Agreement, providing those employees so affected notify the Company within thirty (30) calendar days of the ratification of this Agreement and their claim is validated.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 6

SUBJECT: PROCESS FOR TRANSITION - MINE OPERATIONS

- a) Employees shall, based upon Company seniority within the department, in descending order, select a crew, posted function, and/or back-up function for which they are presently considered qualified.

Initial Posted Functions:

Permanent Skill Requirements

(On Each Crew A, B, C, D)

- 3 Shovel Operators
- 3 Rotary Drill Operators
- 1 Excavator Operator
- 1 Hoe Operator
- 5 Dozer Operators
- 2 Heavy Duty Loader Operators
- 2 Grader Operators
- 2 Wheel Dozer Operators
- 13 Rock Haulage
- 10 Coal Haulage
- 2 Service Operators

Permanent Skill Requirements

(On Other Crews)

- 5 Blasters
- 4 Exploration Drill Operators
- 4 Utility Crew Operators
- 1 Crusher Operator

Initial Back-Up Skill Requirements

(On Each Crew A, B, C, D)

- 1 Shovel Operator
- 2 Rotary Drill Operators
- 1 Excavator Operator
- 1 **Hoe** Operator
- 2 Dozer Operators
- 1 **Heavy** Duty Loader Operator
- 1 Grader Operator
- 1 **Wheel** Dozer Operator
- 1 **Light** Duty Loader Operator

- b)** The value of one employee regularly operating a **specific** piece of equipment is appreciated by both the Company and the Union. To this end it is the Company's ongoing intent for this to occur, subject to **the** provisions of Article 8, during normal operating conditions. Employee preference shall be considered in order of seniority and **qualifications** during the initial assignment of equipment within the **job** function.

- c) Those employees in training who have attained minimum competency and have the seniority to hold the function shall continue to train to full competency.
- d) Those employees in training who have attained minimum competency and do not have the seniority to hold the function shall be placed according to where their seniority and qualifications permit, and shall be considered **qualified** in the function for bidding and back-up purposes.
- e) Employees in **training** who have not attained minimum competency, but who have the seniority to hold the function shall continue training, and shall hold the posting.
- f) Employees in training who have not attained minimum competency, and do not have sufficient seniority to hold the function shall continue to be trained up to minimum competency in that skill, and shall then be moved to where their skills and seniority permit and shall be considered qualified in the skill for bidding and back-up purposes.
- g) This process of transition shall apply only to those active permanent employees (excludes L.T.D. unless upon review with the Union it is agreed that the return of the employee is Imminent) in the Mine Operations department on the date **the** new Collective Agreement is ratified.

- h) Implementation of the revised progression system shall not result in any reduction in the skill level employees earned prior to implementation.
- i) The Fuel Truck will continue to be operated by Mine Operations department employees until such time as the equipment and facilities are in place to allow a transition to a centralized lube and fuel system to be operated by Mine Maintenance department employees.
- j) If there are more than 190 employees in the Mine operations department at the time the transition occurs, the additional positions shall occur in the Waste Haulage function.
- k) Should a qualified employee not achieve minimum competence within eight (8) shifts of the transition occurring, he may either elect to enter the training system for the function or be assigned to Waste Haulage and bid on future permanent skill requirements. In both cases, his red circle rate would remain unchanged, however, if he is removed from the function for competency he will be handled in accordance with Article 8.12 (a) of the revised Mine Operations Department Manual.
- l) Prior approved vacation shall be honoured after the transition.

- m) Selection suspensions shall not result from the initial selection of a permanent skill requirement during the transition. Suspensions shall result due to initial back-up selections.

- n) The next permanent skill requirement for Crusher shall be posted *department-wide* as a training vacancy. This training shall not affect their red circled rates. Selection criteria in Article 8.14 (b) shall not apply.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 7

SUBJECT: MODIFIED WORK WEEK SCHEDULE

In accordance with Article 14 of the Collective Agreement, the parties agree to work a modified work week schedule for those employees assigned to forty (40) hours per week (dayshift) in the Maintenance Department, or elsewhere upon mutual agreement of the parties, subject to the following:

- 1.** The modified shift shall be comprised of four (4) successive days per week (Monday to Friday) on two twelve (12) hour and two eight (8) hour shifts for a total of forty (40) hours per week at straight time pay. (Reference Article 14.02 (a) 2 of the Collective Agreement).
- 2.** An employee shall have the right to choose to work either the eight (8) hour (Monday to Friday) shift schedule or the modified work week schedule. Once a choice is made, an employee must continue on that schedule for a minimum of four (4) weeks.
- 3.** The Company shall have the ability to assign the employee who volunteers to work the (4X3) schedule to a Monday to Thursday or Tuesday to Friday work week.

4. Where a need exists for specific coverage from Monday to Friday and the number in the classification/function precludes that coverage from being accommodated on the (4X3) schedule, the Company may require up to 50% of the employees in the classification/function to work the Monday to Friday (5X2) schedule.
5. A work week or work cycle shall be the period beginning with the first regularly scheduled shift followed by the prescribed scheduled days of rest.
6. Implementation and continuation of this modified shift schedule is contingent upon support of the Company, the Union, and majority of the employees involved.
7. There shall be no loss of earnings to any employee as a result of the change-over from his present shift to the modified work week due to rotation in accordance with the applicable rotation schedule.
8. There shall be no additional cost to the Company as a result of employees rotating among these two (2) shift combinations.
9. Either party may cancel the modified shift schedule, in an area or department, on thirty (30) calendar days written notice, or if mutually agreed by the Union and the Company, the schedule may be cancelled on seven (7) calendar days written notice.

- 10.** Vacations shall be earned **and** granted in accordance with Company policy and the Collective Agreement. The amount of vacation used shall be the number of hours **the** employee was scheduled to work on the day vacation is taken.
- 11.** Floater holidays shall be equivalent to twenty (20) hours and can be taken as one eight (8) and one twelve (12) hour shift.
- 12.** With respect to general holidays, the following shall apply:
- When a general holiday falls on an employee's scheduled day off, the employee shall be paid eight (8) hours at his base rate for the holiday.
- When the general holiday falls on an employee's scheduled work day and the employee does not work, the employee shall be paid eight (8) ~~or~~ twelve (12) hours at his base rate in accordance with his particular work schedule for that day.
- When an employee works a general holiday, he shall be paid in accordance with the provisions of the Collective Agreement.
- 13.** Thirty (30) hours or more, lost due to **illness** on **the** modified work week schedule for all employees of the modified shift schedule rotation in a calendar year, shall

result in the employee going onto the 1-1-3-26 Program and will have to be off twenty (20) hours before qualifying for sick pay.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 8

SUBJECT: SERVICEMAN FUNCTION

The Company agrees that, in establishing the Serviceman function, the present Lubeman (Mine Maintenance) shall become the Serviceman.

The present Maintenance Helpers shall have their rates of pay red circled as of May 31, 1992.

Executed this 16th day of September, 1994.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C**

**LINE CREEK RESOURCES LTD.
LINE CREEK MINE**

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 9

SUBJECT: APPLICATION OF 10.01 (h)

Any Tradesman moved from a crew due to apprenticeship rotation, since the ratification of the previous Agreement September 24, 1989, shall notify the Company within thirty (30) calendar days of the ratification of the new Agreement that he was moved.

Should the claim be validated, the Tradesman shall return to his original position when the apprentice is certified and no other apprentice is scheduled to rotate through that position.

Executed **this 16th** day of **September**, 1994.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C**

**LINE CREEK RESOURCES LTD.
LINE CREEK MINE**

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 10

SUBJECT: TRACK BACKHOE TRAINING - PLANT OPERATIONS

Should the utilization of the Track Backhoe by the Plant department increases sufficiently that training in the operation of the Track Backhoe becomes appropriate, one (1) Plant Heavy Equipment Operator from each crew shall be offered the opportunity to take such training on the basis of company seniority, however, the Company shall not be required to train should a qualified Operator be present on the crew. Such training shall not qualify the employees to bid **into** Mine Operations as **qualified** on backhoe.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 11

SUBJECT: PLANT STAFFING

Unless affected by technological change, as per Article 23, the standard crew size for metallurgical plant operation shall be eight (8) operations employees and two (2) Plant Heavy Equipment Operators. An additional two (2) Plant Heavy Equipment Operators shall be maintained.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINECREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason

David Honsberger

LETTER OF AGREEMENT NO. 1994 - 12

SUBJECT: TEMPORARY EMPLOYMENT

Members of the Operating Engineers, Local 115, living in the Elk Valley/Crowsnest Pass, shall be given consideration for temporary employment in Mine Operations or the Certified Maintenance Trades in accordance with Article 22.07, excluding Article 22.07 (4), providing they meet the necessary prerequisites and/or qualifications.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

LINECREEK RESOURCES LTD.
LINE CREEK MINE

Dave Bjarnason _____

David Honsberger _____

LETTER OF AGREEMENT NO. 1994 - 13

SUBJECT: BENEFIT COVERAGE FOR TEMPORARY EMPLOYEES

The Company agrees that should the Union, during the duration of this agreement, be able to provide basic benefits at an acceptable cost to temporary employees through their Health and Welfare plans, the Company shall, during the period of their employment, make contributions to the plan on behalf of those, temporary employees who, providing they meet all necessary criteria, choose to participate in the plan. It is understood that participation in the plan shall be at the option of the temporary employee.

Executed this 16th day of September, 1994.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C**

**LINE CREEK RESOURCES LTD.
LINE CREEK MINE**

Dave Bjarnason

David Honsberger

LETTER OF UNDERSTANDING NO. 1994 - 14

SUBJECT: PENSION PLAN CONTRIBUTIONS

Effective June 1, 1995, employees will be permitted to contribute \$0.55 per each hour worked to the International Union of Operating Engineers Pension Plan.

The contribution to the plan will be deducted at source by the Company and remitted to the Treasurer of the International Union of Operating Engineers on a monthly basis. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise either out of, or by reason of the Company's complying with the contribution to the Union Pension Plan and/or the Union's administration of the plan.

It is further understood that the membership must vote on and ratify this pension contribution prior to any monies being deducted for contribution to the employee's account in the union plan. The ratification vote must be conducted prior to March 1, 1995. It is further understood that if this proposal is ratified by the membership, all employees must contribute to this plan.

Executed this 16th day of September, 1994.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 115C

Dave Bjarnason

LINE CREEK RESOURCES LTD.
LINE CREEK MINE

David Honsberger

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

LINE CREEK RESOURCES LTD.
(the Company)

. AND .

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL **115C**
(the Union)

The parties to this memorandum have reached agreement upon the terms and conditions which will constitute a new Collective Agreement between the parties, subject to ratification of the memorandum by the Union membership on or before May **31, 1994**. The terms of the agreement will be as specified in the attached document, including Letters of Understanding.

This memorandum is reached with the understanding that all members of the Union Committee, individually, and as a whole, will recommend acceptance to their membership of the terms and conditions attached hereto.

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Upon acceptance by a majority of the bargaining unit employees who vote on the proposed settlement, the terms and conditions attached hereto will become final and binding on both parties.

Executed this 20th day of April, 1994.

FOR THE COMPANY

FOR THE UNION

Debbie Knight

Ian Henze

Gary Hodges

Gord Chaisson

David Honsberger

Dave Bjarnason

- NOTES -

- NOTES -

1995

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
January							February							March							
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11	
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18	
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25	
22	23	24	25	26	27	28	26	27	28	26	27	28	29	30	31						
29	30	31																			
April							May							June							
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9	10	11	12	13	14	15	14	15	16	17	18	19	20	18	19	20	21	22	23	24	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	25	26	27	28	29	30		
23	24	25	26	27	28	29	28	29	30	31											
30																					
July							August							September							
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9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
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8	9	10	11	12	13	14	5	6	7	8	9	10	11	10	11	12	13	14	15	16	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	17	18	19	20	21	22	23	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	24	25	26	27	28	29	30	
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1996

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January							February							March													
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21	22	23	24	25	26	27	18	19	20	21	22	23	24		17	18	19	20	21	22	23						
28	29	30	31				25	26	27	28	29				24	25	26	27	28	29	30						
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14	15	16	17	18	19	20	11	12	13	14	15	16	17		15	16	17	18	19	20	21						
21	22	23	24	25	26	27	18	19	20	21	22	23	24		22	23	24	25	26	27	28						
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20	21	22	23	24	25	26	17	18	19	20	21	22	23		22	23	24	25	26	27	28						
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1997

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	
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26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29	
														30	31						
April							May							June							
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
27	28	29	30				25	26	27	28	29	30	31	29	30						
July							August							September							
		1	2	3	4	5					1	2	1	2	3	4	5	6			
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
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