

COLLECTIVE AGREEMENT

between

LUSCAR STERCO (1977) LTD.

and

THE INTERNATIONAL UNION

of

OPERATING ENGINEERS

LOCAL 955

Effective

October 1, 1997 to September 30, 1999

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EVERY MAN

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SAFETY MAN



“We act as though we had a thousand lives to spare and not a single minute.”



YOUR SAFETY

IS MAINLY

UPTO YOU!

BE SURE – NOT SORRY!

SAFETY CREED



WE BELIEVE ...

... that every man bears the unalterable responsibility for keeping out of harm's way. This he owes to himself, his family, his fellows and his job.

... that no man lives or works entirely alone. He is involved with all men, touched by their accomplishments, marked by their failures. If he fails the man beside him, he fails himself, and will share the burden of that loss. The true horror of an accident is the realization that a man has failed himself - and more - that his fellows have failed him.

... that accidents are conceived in improper attitudes, and born in moments of action without thought. They will cease to be only when the proper attitude is strong enough to precede the act - when the right attitude creates the awareness that controls the act.

... that the prevention of accidents is an objective which crosses all levels of rank, organization and procedure.

... that freedom from harm is not a privilege but a goal to be achieved and perpetuated day by day.

... that the elimination of injury and pain through accidents is a moral obligation upon which the final measure of our performance directly depends.

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COLLECTIVE AGREEMENT

This agreement made this 13th day of February, 1998
by and between:

LUSCAR STERCO (1977) LTD.

(hereinafter referred to as the Company)

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955

(hereinafter referred to as the Union)

PREAMBLE

The purpose of this Agreement shall be to record the Agreement of the parties arrived at through negotiation as to terms and conditions of employment relating to rates of pay, hours of work and other working conditions of employees; to provide a method of negotiating settlements of disputes and grievances; and to establish an harmonious relationship between the Company and its employees.

ARTICLE 1 RECOGNITION

1.01

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered herein with respect to rates of pay, hours of work and working conditions. The Agreement shall cover all hourly employees of Luscar Sterco (1977) Ltd. working at the Coal Valley, Alberta Mine Site, excluding Office Staff, Technical Staff, Warehouse Staff, Instrumentmen, Rodmen, Assayers, Foremen, Security Staff, Safety Staff, Janitors, Instructors and Supervisory employees with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such actions.

1.02

- a. With the exception of emergencies, the Company agrees that prior to any contracting out of work, such contracting out shall be discussed in a meeting with the Union Business Agent, and Council Chairman or their designees. At this meeting, the Company will provide the Union with the following information:
1. the nature of, and reasons for the work being contracted out;
 2. the expected duration of the contract;
 3. the anticipated number of contractor employees to be involved;

Following the meeting outlined in 1.02(a) above, the information listed in 1.02(a) 1, 2, and 3 will be posted on a weekly basis on the bid boards currently in use.

Further, the Company undertakes that such contracting out shall not result in the loss of employment to any Luscar Sterco employee.

- b. When the Company employs Contractors to perform maintenance or production work normally performed by Luscar Sterco employees at its operations the Company agrees that qualified Luscar Sterco employees within the department concerned will be afforded the first opportunity of overtime which falls within their job classification on the contract job assignment ahead of the contractor employees.

This sub clause will not apply in the event of contract work involving construction, warranty work, fixed price contracts or where the warranty which the contractor provides to the Company for such work would be declared void by virtue of Luscar Sterco employees performing the work.

- c. The Company, on behalf of all contractors, subcontractors, assignees or transferees of work normally performed by employees of Luscar Sterco (1977) Ltd. shall forward to the Union the equivalent of union dues for every individual who is employed by such contractor or subcontractor on Company property. The Company will advise the Union monthly in writing, the names of such contractors, subcontractors, assignees or transferees, and the number, names and social insurance numbers of employees employed by the contractor or subcontractor. A contractor or subcontractor is defined as one who performs work on Company property which would come under the scope of the bargaining unit as defined in 1.01 above.
- d. Contractors or subcontractors engaged by the Company to perform work which would come under the scope of the bargaining unit as defined

in 1.01 above shall, as a minimum be required to compensate their employees an amount equivalent to the wage rates and wage rate related premiums established in this collective agreement. Upon request by the Union, the Company will provide proof of compliance.

- e. The Company will be responsible for collection of such dues from contractors, subcontractors, assignees and transferees.
- f. Contractors or subcontractors engaged for the purpose of construction or warranty work are excluded from the provisions of Clause 1.02 (c). The Union shall be notified prior to such contractors arriving on site, and if the Union so requests, be provided with the information specified in 1.02 (a).
- g. Employees of contractors or subcontractors are required to comply with the Safety Regulations which apply to employees of Luscar Sterco (1977) Ltd.

1.03

Supervisory personnel shall not perform work which is normally performed by bargaining unit personnel except for training or instruction, investigation, testing or emergency conditions - including emergency conditions arising from the illness or unscheduled absence of bargaining unit personnel. Every reasonable effort will be made to arrange for other bargaining unit personnel to perform the work. Records of these efforts will be made and maintained and be available to the Union for their review.

1.04

The Company agrees that any wage incentive or bonus programs which may be introduced will allow all employees to participate with equal opportunity to

qualify. Personal incentive programs for constructive suggestion are excluded from this clause.

ARTICLE 2 MANAGEMENT RIGHTS

2.01

Except where limited by a provision of this Agreement, the Company shall have the sole and exclusive right to determine all matters pertaining to the management of the Company and its affairs. Without limiting the generality of the foregoing, such Company rights shall include the right to:

- a. maintain order, discipline and efficiency;
- b. select or alter the materials to be produced or processed and determine the schedules of production, the locations of production, the methods and sequence of production; and to subcontract work in accordance with Article 1;
- c. determine the qualifications of any employee to perform any work, taking into full consideration such factors as seniority, ability and performance;
- d. designate the work to be performed by the employee;
- e. designate the time, or times, an employee is to work; Crew starting and stopping times of shift schedules shall not be altered without prior formal discussion with the Union;
- f. hire, reassign, promote and to require employees to observe Company rules and regulations not inconsistent with the terms of this Agreement;
- g. demote, discipline or discharge for only just cause.

ARTICLE 3 UNION SECURITY

3.01

All employees covered by this Agreement shall, as a condition of employment, apply for and maintain membership in good standing in the Union.

ARTICLE 4 CHECK-OFF

4.01

The Company agrees that upon written request by the Union, accompanied by signed authorization cards, all Initiation Fees shall be deducted for and on behalf of all employees of Luscar Sterco (1977) Ltd. and such monies shall be made payable, for deposit only, to the Union's Bank Account and forwarded to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of each month accompanied with a list of names of all employees for and on behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of members shall also be forwarded to the Secretary-Treasurer of the Union.

4.02

- a. All employees of Luscar Sterco (1977) Ltd. who are within the bargaining unit shall, as a condition of employment, consent to the deduction of Union dues to the extent permissible and in the manner prescribed by the Labour Relations Act. Such dues shall be automatically deducted from the earnings of the employee and remitted by the Company accompanied by a list of names and social insurance numbers of all employees for and

on behalf of whom such deductions have been made.

- b. When an employee is eligible for non-working dues the Union will notify the Company as to the names and social insurance numbers, the reasons why and the amount owed by the employee. These dues and dues not paid while an employee was on holidays will be automatically deducted from the earnings of the employee and remitted by the Company along with the next months dues.

ARTICLE 5 SETTLEMENT OF LOCAL AND GENERAL DISPUTES

5.01 Purpose

It is the intent and purpose of this Article, which shall be available to both the Union and the Company, to provide for the presentation and equitable adjustment of grievances. Should any difference arise between the Company and the Union as to the meaning or application of the provisions of this Agreement (or as to any alleged contravention of this Agreement) the same shall be disposed of in accordance with the provisions of this Article.

5.02 Definition

A grievance is a dispute raised by an employee or employees or the Company as to the meaning or application of a provision of the Agreement. A grievance must specify the contract provisions involved and also specify the particular relief requested on behalf of the grievor.

5.03 Grievance Committee

- a. The Grievance Committee shall consist of the elected Grievance Committee Chairman and six (6) Committeemen who will fairly and equitably represent the various shifts and departments. Changes in crew schedules or the number of departments may necessitate increasing the number of grievance committeemen. These employees shall be duly selected in accordance with the Union's procedures and the Union must advise the Company, in writing, which employees are selected for this committee.
- b. Where the Company requests or agrees to a meeting with a Union committeeman (including Stewards) during the committeeman's working hours, the latter shall suffer no loss of pay as a result of attending such a meeting and any other employees required to attend the said meeting will suffer no **loss** of pay.

5.04 Duties

- a. The duties of the Grievance Committee shall be confined to the purpose as set forth in paragraph 5.01 above. Upon so requesting of his foreman a Grievance Committeeman (or Steward) will be allowed to process a grievance during the shift, if the grievor requests of his foreman that a Grievance Committeeman (or Steward) be present. Such permission will not be unreasonably withheld. The time of processing the grievance will be scheduled during the shift in which the grievance arose so as to minimize interruptions in production.
- b. The Union agrees that an employee may be represented by either the grievance committeeman or steward, not both, during the pursuit of a grievance (except at Step 2 and beyond).

5.05 Procedures for an Employee Grievance

When an employee grievance exists, an employee or group of employees affected may verbally discuss the grievance with his or her foreman either with or without a Grievance Committeeman (or Steward) present, with no loss of regular earnings. If the grievance is not settled in the course of such discussion, it will be reduced to writing and submitted to a Grievance Committeeman (or Steward).

The grievor, Grievance Committeeman (or Steward) and supervisor will meet to discuss the grievance. If no solution is reached the procedure to be followed is outlined in the remainder of the clause.

The Union shall receive a copy of all documented discipline in Step 1 and above.

In cases of demotion or Step 3 or 4 of the positive discipline procedure the Company will inform the employee in the presence of a grievance committeeman. The Union will be informed within 24 hours of implementing the decision. In discharge cases steps one and two will be by-passed and step three will take precedence.

FIRST STEP:

The grievance shall be presented in writing to the immediate supervisor of the employee(s) concerned, within seven (7) calendar days of the above mentioned meeting. Any grievance, including a grievance lodged by an employee claiming he was discharged without just cause not presented within seven (7) calendar days of the occurrence of the act causing the alleged grievance shall be deemed abandoned.

The grievor, a steward and/or a committeeman, the supervisor and his supervisor will meet to discuss the grievance.

The supervisor will give his decision in writing within seven (7) calendar days from the time the grievance was presented to him.

If the initiator of the grievance does not receive a response within the time limits of this first step; or these meetings do not take place, the grievance may be advanced immediately to the third step unless mutual Agreement is arranged in writing.

SECOND STEP:

If a satisfactory settlement is not reached in the first step, then it may be referred in writing to the Department Manager or his designate, within seven (7) calendar days after the receipt of the Company's written answer in the first step. At the second step, the grievor may be represented by not more than two (2) members of the local Grievance Committee (or stewards) and by a representative of the Union. The Department Manager or his designated representative may be accompanied by other officials of the Company and shall give his decision in writing within seven (7) calendar days following receipt of the written grievance under step two.

THIRD STEP:

If a satisfactory settlement is not reached in the second step, then it may be referred in writing to the General Manager or his representative within seven (7) calendar days after receipt of the Company's answer in the second step. At the third step, the grievor may be represented by up to two (2) members of the Local Grievance Committee and by a representative of the Union. The Union members and the Company representatives will meet and discuss the grievance and the Company's answer will be given in writing within

seven (7) calendar days after receipt of the written grievance under step three.

FOURTH STEP:

If no satisfactory settlement has been reached in the first three steps, then the grievance may be submitted to arbitration by written notice and given within fourteen (14) calendar days after delivery of the Company's answer under step three. If within fourteen (14) calendar days after such written demand for arbitration the parties have failed to agree upon an Arbitrator, the Minister of Labour for the Province shall be asked to appoint one. The decision of the Arbitrator shall be binding on both the Company and the Union. The Company and the Union shall equally bear the expense of the Arbitrator. The Company and the Union shall both request the Arbitrator to render a decision within thirty (30) days if at all possible.

5.06 Authority of the Arbitrator

The Arbitrator shall have no authority to add to, modify or alter any of the terms or provisions of this Agreement; the sole authority of the Arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute. The Arbitrator shall not have jurisdiction to consider any grievance which arose before or after the term of this Agreement. -

5.07 Proceeding-Time and Place

Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon by the Company and the Union, and if they cannot agree, then the Arbitrator shall designate the place and time.

5.08 Company/Union Grievance

In the event that either the Company or the Union wish to process a grievance, such grievance shall be sub-

mitted by the one party to the other, in writing, and shall be submitted within seven (7) calendar days of the act causing the grievance. The party in receipt of the grievance must make known its decision regarding the grievance to the other party within seven (7) calendar days of receipt. In the event that the grievance is not resolved at this time either party may submit the grievance to arbitration in similar manner as outlined in step four, Article 5.05.

5.09

For the purpose of this Article, in the event that the initiator of a grievance fails to process it in accordance with the above stated time limits, the grievance shall be deemed abandoned unless such time limits have been extended by mutual agreement in writing.

5.10

If the initiator of a grievance does not receive a response to the grievance within the time limits set forth in this Article 5, the grievance may be advanced to the next step of the grievance procedure unless such time limits have been extended by mutual consent in writing.

5.11

At the time the supervisor becomes aware of a situation which could result in disciplinary action, he will inform the employee(s) involved of that possibility. In the event of any disciplinary action, such action will be decided upon and the employee(s) involved so notified within seven (7) calendar days of the occurrence or the awareness of the occurrence of the act causing the discipline. Failure to comply with this time limit (with the exception of extensive investigation) will result in abandonment of any disciplinary action related to that occurrence. Notification shall be required for any extension to the above time limit.

ARTICLE 6 NO STRIKE OR LOCKOUT

6.01

The Company agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Union agrees that no employees either collectively or individually shall cause or take part in any sit-down, slow-down, strike or stoppage of work during the life of this Agreement. It is further agreed that the Company may discharge any employees causing or taking part in any sit-down, slow-down, strike or stoppage of work during the life of this Agreement.

6.02

In the event of suspension of work, arising out of any cause whatsoever, employees who are required for the safe and orderly shutdown of the mine shall not cease work but shall stay as required to shutdown their work area in a safe manner and fully protect the Company's property under their care.

ARTICLE 7 SENIORITY

7.01

Seniority shall be determined on the basis of the length of continuous service with the Company, subject to the following:

- a.** All new employees will be considered probationary employees for the first forty-five (45) shifts worked in the case of eight hour shift employees; for the first thirty-six (36) shifts worked in the case of ten hour shift employees; and for the first thirty (30) shifts worked in the case of twelve hour shift

employees (to a maximum of 360 regular hours worked). Upon completion of the probationary period, any new employee will be considered a regular employee and his seniority shall be retroactive to his date of hiring. In the event of a work force reduction during the probationary period, the last probationary man hired will be the first man laid off, subject to 7.04. During the probationary period employees have full rights under the grievance procedure.

- b. In the event of any layoff, the Union and employees shall be notified at least two weeks in advance (with the exception of unforeseen circumstances) and be provided with an explanation of the reasons for the layoff.
- c. An employee's seniority shall be lost when he ceases to be an employee of the Company under the scope of this Agreement, by reason of:
 - 1. dismissal,
 - 2. voluntary resignation,
 - 3. failure to report to work within 10 days after written notice to return to work after a layoff. Written notice will be in the form of a registered letter mailed to the last known address of the employee, with return receipt requested,
 - 4. absence extending beyond an authorized vacation period or beyond the period of leave of absence granted by the Company without notification and approval (emergencies excluded),
 - 5. absence due to layoff extending more than 6 months if the employee does not notify the Human Relations department of his status at least once every 6 months in writing,

6. absence due to disability (except Workers' Compensation Board cases) extending more than 6 months if the employee does not notify the Company of his status at least once every 6 months in writing,
7. a promotion to a position out of the bargaining unit subject to Article 26.

7.02

The Company agrees to prepare and post not later than January 31st of each year, or at such other times as may be mutually agreed upon, in a place easily accessible to all employees, a list of names of all the employees showing their job classification and bargaining unit seniority standing, the latter being open to protest by employees for thirty (30) days from the date of such submission. Upon proof of error being established by a representative of the Union, correction shall be made immediately. The Company will supply the Union with a copy of seniority lists and corrections thereto.

7.03

- a. Employees having a permanent partial disability which prevents or significantly limits an employee from performing his normal job shall be given one bid preference over other workmen in the class of work they can reasonably perform, or reasonably be trained to perform. To exercise rights under this paragraph, a vacancy must exist on a job prior to the disabled workmen having preference of assignment. Only those employees who have been disabled on the job will be eligible to submit a preferential bid. The competency of the individual to perform the work in question shall be decided by the General Manager in discussion with the Union and Employee.

- b. Disabled employees wishing to exercise the rights conferred in 7.03 (a) must:
 1. provide a specialist report satisfactory to the Company thirty (30) days in advance of placing a bid.
 2. state his intention on his bid form.

7.04

- a. In the event of a layoff of employees- layoff, bumping or recalling of employees shall take place on the basis of seniority provided the employee has sufficient ability **to** perform the function required. The Company shall maintain a list of current mailing addresses of all employees. A copy of the list will be made available to the Union at such times as may be mutually agreed upon. It is the responsibility of each employee to notify the Company of his mailing address.
- b. Subject to 7.04(a) no experience is necessary for the following entry level positions - labourer, blaster's helper II, plant operations trainee, tool crib attendant, shovel/dragline oiler, and steam cleaner.
- c. Within six (6) months of his last layoff date, an employee recalled to a job classification other than that from which he was originally laid off will have the option to accept that position or decline it and remain on the recall **list**. Thereafter, if any permanent position is offered the employee must accept the position or take severance pay.

7.05 Layoff Procedure

- a. Those employees laid off will have the option of:
 1. Taking a layoff without severance pay, subject to 7.04(c), or

2. Terminating employment with the Company and taking the severance pay, subject to 7.06, OR
 3. Exercising seniority rights by bumping the least senior employee in a classification providing such employee has the ability to perform the job he is bumping into.
- b. Employees indirectly affected as a result of other employees bumping will have the options outlined in 7.05(a) (1,2,3) above.
 - c. Those employees who after the application of all seniority provisions of this agreement would otherwise be laid off will have the option as indicated in 7.05(a) (1,2) above.

7.06 Severance Pay

The following clause deals with the calculation and entitlement to severance pay in the event of layoff:

Should the Company lay off employees for an indefinite period as specified below in this article, then those employees laid off will be eligible for a severance payment of three (3) hours pay per month of service at the employee's regular rate of pay up to a maximum of four hundred (400) hours provided that employees accept the severance as final termination of employment with the Company and will not be eligible for any recall rights under the Collective Agreement.

If at the time of layoff, no return to work date is given, then the employees laid off are eligible for severance at the time of layoff notice.

If the return to work date is greater than thirty (30) calendar days from the date of layoff, then the employees laid off are eligible for severance pay at the time of lay-off.

If while on layoff, the total number of calendar days laid off exceeds thirty (30) in the preceding 12 months the employees shall be entitled to severance pay.

ARTICLE 8 APPRENTICESHIP TRAINING

8.01 Purpose

The purpose of this program is to improve the knowledge and skills of persons employed as apprentices by Luscar Sterco (1977) Ltd. Training will be conducted in accordance with the requirements of the Alberta Manpower Development Act.

8.02 Potential Apprenticeship Trades

The trades where employees may be apprenticed are as follows:

Heavy Duty Mechanic	4 Year Program
Electrical	4 Year Program
Millwright	4 Year Program
Instrumentation	4 Year Program
Light Duty Mechanic	4 Year Program
Welder	3 Year Program

8.03 Candidate Selection

- a. Applicants will be chosen according to the Job Posting Provision, (Article 9), subject however, to their possessing the mental and physical capacity to meet Company standards and Provincial Legislation.
- b. Journeymen must work three years in one trade prior to being considered in another.
- c. Unless previously indentured in the trade, applicants will only be credited with a maximum of one year experience (in a related trade) upon the

accepted recommendation of the Trades Committee to the Union and the Company.

8.04 Eligibility to Continue

Once started in this program, subject however, to the provisions of this agreement, the apprentice shall have the right to continue providing he passes all his tests and work is available for him. In case of manpower reductions, an apprentice who has entered his final year of apprenticeship shall be able to complete his apprenticeship unless the employee is being laid off. At the completion of his apprenticeship, if there is no vacancy available, Article 8.05 (e) shall apply.

a. On The Job Training

1. The Company will insure that the apprentices will be given the necessary on the job practical training. The Trades Committee may make recommendations on apprenticeship training.
2. During his apprenticeship, an apprentice will be required to rotate through different work areas related to his trade. Before moving on to his next rotation, an evaluation will be conducted by his immediate Foreman, the Apprenticeship Coordinator, General Foreman and the Journeyman he was assigned to work with. In the event of a problem arising, the evaluation may be reviewed by the Trades Committee.
3. During the apprentice's on the job training period, the Company will make periodic evaluation of the apprentice's progress or lack thereof. A documented unsatisfactory work record may result in the apprentice being required to withdraw from the program. A meeting involving the Company, the Union

and the affected individual is required prior to removal from the Apprenticeship Program.

b. **Schooling**

1. All successful applicants will be registered as apprentices and will attend technical training within 12 months of registration and each succeeding year thereafter. Apprentices shall attend technical training as prescribed by the Director of Apprenticeship and Industrial Training. If for any reason the vocational school facilities are unavailable, such period of excess shall be credited to the apprentice in the succeeding training requirements if successfully completed.
2. In the event that an apprentice fails the tests at the end of his period of training in the vocational school, the apprentice will be given the opportunity to re-attend that period of training at his own expense, however, should the apprentice fail the repeated period of training, or any subsequent training period, he shall be required to withdraw from the program. A meeting involving the Company, the Union and the affected individual is required prior to removal from the Apprenticeship Program.
3. Depending upon the availability of space in the vocational school and with the approval of the Apprenticeship Branch, the apprentice will be reassigned to the course which he has failed, preferably within a period of 120 days.

8.05 Rates

- a. Wage rates while apprentices are engaged in on the job phases of their training shall be in accordance with the Schedule of Standard Hourly Wage Rates applicable to Apprenticeship Training as set forth in Exhibit A. Progress from one rate to the

next takes place only after successful completion of all the requirements for each period which are outlined in his record **book**.

- b. While the apprentice is engaged in attending vocational school as part of his apprenticeship training, he shall receive payment from the company in the amount of forty (40) hours per week times his hourly wage rate as specified in Exhibit A, less any amount received from the government in the weekly authorized training allowance.
- c. The apprentice wage rates will, upon completion of the vocational training requirements, be adjusted retroactively to his appropriate apprenticeship anniversary date. This will not apply in the event an apprentice fails or refuses to attend his scheduled vocational training program. Employees failing exams shall only be paid the new rate upon successful completion and his anniversary will be adjusted to that date.
- d. Upon successful completion of his apprenticeship and being the successful bidder on a vacancy, the apprentice shall receive the established certified Journeyman rate of pay (subject to 8.05(e)).
- e. If an apprentice successfully completes his apprenticeship and there is no vacancy, he will bump the least senior employee in his former position at the current rate of pay.

8.06 Tools For Apprentices And Tradesmen

- a. All apprentices shall acquire and maintain an approved list of tools and be in the process of building up the necessary tools to equip himself for the job.
- b. Tool lists should be reviewed for apprentices and all trades receiving a tool allowance.

- c. Apprentices and tradesmen's tools may be periodically checked by the Training Department.
- d. Anyone not having tools set out in the tool list will have one week to purchase and be checked off. Proof of purchase from the dealer must be provided.
- e. Anyone failing to abide by the Company policy concerning tools will be subject to discipline.

8.07 Trades Upgrading

It is agreed that a tradesman who writes a provincial examination to qualify for the Maintenance A (Alberta or Interprovincial Journeyman) rate in Exhibit A of this collective agreement will upon the successful attainment of that status be paid as follows for the time expended in writing the examination:

- a. Suffer no loss of earnings if the test is written on a scheduled day of work, or;
- b. Receive 8 hours straight time pay at his classified rate in Exhibit A if the test is written on a scheduled day of rest.

It is agreed that the company retains the right to schedule the examinations to meet operating requirements.

8.08 Operations - Training

In the interest of improved training programs on site the Company and the Union support the concept of the Training Committee making recommendations through the Department Managers directly involved with regard to operation training.

To ensure a complete evaluation, the Training Committee Co-chairman may request to make a quarterly presentation at the monthly Union/Management meeting outlined in Article 31.01.

**ARTICLE 9
VACANCIES, RE-ASSIGNMENTS
AND TRANSFERS**

9.01 Vacancies

When filling a permanent vacancy, it is agreed that the factors to be considered shall be seniority, and ability to perform the work required. In the event that two or more applicants for a position have the ability to perform the work required, in accordance with the standards prescribed in Article 9.02(b) the Company will award the position to the employee with the greatest seniority. Should the Company award the position to a junior employee, the reason for the decision will be discussed with a Union representative prior to awarding the bid. However, in the event that there are no applicants or that none of the applicants for the position has sufficient ability to properly perform the work in question, the Company, after discussing the vacancy with a Union representative, reserves the right to fill the position from any source. Current employees will receive preference on training positions over new hires.

9.02

- a. Vacancies occurring in permanent job classifications will be posted for eight (8) full days and those employees wishing to apply must do so in writing within eight (8) days of the posting of the notice of vacancy. No applications from employees received later than the posted closing date will be considered.
- b. Position posting will include the job classification in which the opening occurs, the department and subsection at that department, shift schedule at that point in time, as well as the primary job duties to be considered in evaluating the applicants.

9.03

All applications must be submitted in duplicate, with one (1) copy being deposited in the Company bid box, the other in the Union bid box. Employees who are going on vacation may deposit an 'INTENTION TO BID' notice in the bid box outlining the jobs they would wish to bid on during their absence.

9.04

Within four (4) working days of the closing of the bid, notice of the selection shall be posted on the Notice Board and a copy of the notice mailed or delivered to the Local Union. The job will be taken up within twenty-eight (28) days or earlier if possible, from the date of posting of the name of the selected candidate. The selected candidate will not be eligible to apply for a further job posting for a period of six (6) months from the date the posting is awarded unless he specifically so requests and it is mutually agreed between the Company and the Union. Employees in temporary bid positions and employees bidding to apprenticeships shall be excluded from this six (6) month provision.

9.05 Job Re-assignments

- a. Vacancies of a temporary nature which will last longer than a single shift will be offered *to* the most senior qualified employee on that shift and in that department. An employee who temporarily accepts another position will return to his original position upon completion of the temporary work. A temporary vacancy which will last longer than 30 days (excluding vacation relief) will be posted for temporary bid. Temporary bids shall be posted with the reason for the vacancy (eg. illness). Should a temporary bid become permanent, it shall be re-posted for bidding.
- b. In the event of a temporary re-assignment which would result in the employees gross earnings

being reduced (that is, from a 12 hour shift to a 10 hour shift or an 8 hour shift) the least senior employee in the classification and work area may be required to accept the re-assignment if senior employees decline.

- c. In the event of a permanent re-assignment senior employees in the classification and work area involved shall be offered the position first, in order of seniority. The least senior employees in the classification and work area shall be required to accept the position if senior employees decline.

9.06

- a. Employees in the classification of "Oiler" in the pit will be considered as being trained as future equipment operators and are therefore required to progress to Relief Operator I positions when they are qualified and vacancies occur. In the event of an unfilled bid, the junior Relief Operator I in the progression will be required to permanently fill the operator position.
- b. Natural progression to the positions in this clause are not considered as bid positions and are therefore excluded from the six (6) month restriction on future bidding. Unless otherwise agreeable to the Company, an employee who declines to so progress may be removed from the Oiler classification.

9.07 Probationary Period Pertaining to Bidding

An employee accepting a new position shall be allowed to revert to his former position (crew and start time) during the first two (2) shifts for any reason; or at the completion of two (2) complete shift rotations (if at that time he does not feel he qualifies) to his former position as assigned, by the Company, without loss of seniority. Such employee will not be eligible to bid for

another job posting for a period of six (6) months unless mutually agreeable to the Company and the Union. If, during this probationary period, it appears to the Manager that such employee does not have the ability to perform the duties of such position, the Company may, after consultation with the Union, require him to revert to his former position during such period, without prejudice and without loss of seniority. During this probationary period an employee shall not be discharged for failure to meet acceptable work standards (gross negligence excepted).

9.08

In the event that employees are required to temporarily perform work which is outside their job classification it will be assigned in an equitable fashion so as not to show favouritism to, or discrimination against any individual.

9.09 Shutdown Bid Procedures

(a) In the event of a planned, temporary shutdown, (eg. Vacation or Christmas Shutdown) all positions required to be worked shall be posted. Positions shall be awarded to the most senior qualified applicants. In the event that there are insufficient bids received to fill all of the required positions, the least senior qualified employee in the classification and work area, will be required to work.

(b) Effective January 1, 1994, Employees shall be limited to working one (1) set of shifts during each of the planned, temporary shutdowns (ie. Vacation or Christmas Shutdowns of up to two weeks each), provided there are sufficient applications for the work required.

9.10 Transfers

A transfer will be defined as the movement of an employee from one shift or department to another in which the employee maintains essentially the same position (eg. same shift type and job duties, as in B Crew dragline dozer operator to D Crew dragline dozer operator). The following will establish the means whereby employees may qualify for such transfer:

- a. Applications must be submitted in duplicate, one copy to be submitted to the employee's immediate supervisor and one retained by the employee. The supervisor will process the applications through to the department manager who will respond within two (2) weeks of the date of application. The decision is the sole responsibility of the department manager.

In the event that a vacancy occurs and a transfer is on file, the position will be filled through the transfer of a qualified candidate in preference to a bid, or a new hire. Transfer requests must be submitted two weeks prior to a vacancy occurring, or a permanent or temporary job posting being posted.

If a position is filled temporarily and then becomes permanent, only those transfer requests submitted two weeks prior to the original temporary postings will be considered.

- b. Should the employee's request be refused a full explanation in writing will accompany the response. The request would then remain on file for further consideration when openings occur or mutual moves become available.
- c. Transfer requests will be evaluated on a first come first serve basis and not according to seniority of the applicants.

- d. Employees transferred at their own request will not be eligible to apply for another transfer for a period of twelve (12) months.
- e. Employees will not be restricted under the transfer provisions of this Article 9 as a result of a job reassignment required by the Company.
- f. Employees requesting a transfer and then refusing when an opening occurs will have their transfer request cancelled and will not be eligible to apply for a further transfer for a period of six (6) months.
- g. Transfer requests will be made out to specifically identify to which shift and crew the employee wishes to be transferred.

ARTICLE 10 BEREAVEMENT LEAVE

10.01

In the case of a death in the immediate family of an employee (including his mother, father, step-parents, children, wards and legal guardians, spouse, brothers, sisters, mother-in-law and father-in-law), on application to the Company, the employee will be granted a leave of absence of one (1) day (to be taken prior to the funeral). If he attends the funeral of the deceased, an additional three (3) consecutive days leave of absence will be granted inclusive of the day of the funeral. If he does not attend the funeral, he will receive the day of the funeral off. If he is regularly scheduled to work on any of these above days, he will be paid at his regular straight time hourly rate for each of the above mentioned days he would have worked.

10.02

In the case of a death of the employee's brother-in-law, sister-in-law, grandparents, grandparents-in-law, or grandchildren, the employee will, if he attends the funeral, receive three (3) consecutive days leave of absence inclusive of the day of the funeral. If he is regularly scheduled to work on any of these days he will be paid at his regular straight time hourly rate for each of the days he would have worked provided he attends the funeral.

ARTICLE 11 ABSENCE FROM WORK

11.01

- a. An employee who may be absent from work due to illness, or late, shall notify his supervisor or call 794-8100, prior to the beginning of his shift. It is understood that in certain circumstances, an employee may not be able to contact Station 1 before the start of his shift.

If the Supervisor cannot be contacted, the employee shall call 794-8100. If there is no one available at that number to take the call, the call will start an answering machine. The employee must leave his message, name, date, time, department and supervisor's name, which will be forwarded to the employee's supervisor.

Compliance with this section does not automatically provide a leave of absence as set out in Article 11.02. The message only fulfills the notification requirement.

All information left on the answering machine will be recorded in a call-in log book. The information

will also be passed on to the appropriate departments and supervisors. Supervisors may also check the machine for messages when they arrive at work.

- b. When an employee absents himself from his work, unless through a proven sickness or by first having arranged with the supervisor or Department Head and obtaining his consent, he may be disciplined. In certain circumstances the Company will require proof of illness. Any employee who habitually absents himself from work, except in cases of sickness proven by a doctor's certificate, will be disciplined.
- c. When an employee is required to provide medical proof of illness prior to returning to work, he shall be so informed by his Foreman (or General Foreman or Department Head) in advance.

11.02

An employee may be granted a leave of absence without pay for sufficient reason and at the discretion of the Company. A leave of absence request must be in writing and signed by his Supervisor. In unusual circumstances verbal authorization of a leave of absence may be provided by his Supervisor. When a request is submitted in writing, the company shall respond within 8 days.

11.03

When a regular employee is called for jury service or formally subpoenaed as a witness, he shall be excused from work on the days he is required to appear in court. Employees called in this manner, upon proof of such service and of the amount of pay received therefore, will be paid whatever sum, if any, is necessary in addition to the fees received for such ser-

vice to reimburse him for earnings lost because of such service.

11.04

- a. If operating conditions permit, leave of absence without pay of mutually agreed duration may be granted for official Union business to a maximum of four (4) employees at any one time and also provided that not more than two (2) employees in any one classification or department may be absent from the mine at any one time for this purpose. Such time of approved leave shall be considered as time worked for seniority purposes and benefit qualifications only. Such employees shall provide one (1) weeks notice to their Foreman prior to taking such leave. The Union shall submit written verification to the Human Relations Department. In certain circumstances these numbers may be increased by mutual agreement with the Company.
- b. Employees who are elected or appointed to full-time Union office shall be granted a leave of absence without pay. Not more than two (2) employees at any one time will be granted such leave. Employees on such leave shall continue to accrue seniority and service with the Company. If an employee returns to the minesite within two (2) years of commencing such leave he will be awarded the position he left subject to possessing the seniority and ability to perform the work; or if he were to be otherwise laid off, he would have bumping rights. If an employee returns subsequent to two (2) years, he will be awarded a vacant entry level position, or in the event there is no vacancy, be able to bump to an entry level position subject to having the seniority and mental and physical capability to perform the work in question. Benefit coverage will remain in effect for the affected

employee(s) for three (3) months following his accepting a position with the Union.

- c. Employees granted a leave of absence under paragraph 11.04(b) must return to work within two (2) weeks after the expiration of such Union appointment or they shall be assumed to have voluntarily terminated their employment with the Company.

11.05

An employee who is granted a leave of absence shall suffer no loss of seniority provided he returns to work as scheduled upon the expiry of the leave of absence (emergencies excluded).

**ARTICLE 12
STATUTORY HOLIDAYS**

12.01

The following days shall be observed as holidays without deductions of pay therefore:

- | | |
|-------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| *3rd Monday in February | Christmas Day |
| Canada Day | Boxing Day |
| 1st Monday in August | |

Holidays shall be effective regardless of the day of the week on which they fall except if a holiday falls on a Saturday or Sunday and the Federal and/or Provincial government proclaims a substitute day, then that day shall be recognized as that holiday for the purpose of this section unless mutually agreed otherwise.

*This holiday will be replaced by 'Heritage Day' or any other holiday which the Federal or Provincial govern-

ment may proclaim in February subsequent to the effective date of this agreement.

12.02 Holidays Not Worked

a. Each employee shall receive holiday allowance for any of the Statutory Holidays not worked (and named in this Agreement), provided he works his full regular scheduled shift immediately before and after the holiday unless excused for one of the following reasons:

1. He is on his authorized annual vacation during which time one of the aforesaid Statutory Holidays occurs, in which case he is entitled to the following options:

a) An extra day of vacation on what would have been the first day the employee would have worked after his vacation, or

b) By agreement with his supervisor, on another day that the employee would have worked after his vacation and before his next vacation.

The employee must indicate on his vacation request form:

1) If he wishes to take the extra day as part of the vacation.

2) If he wishes to use the extra day at a later date.

2. He is absent due to death in his family as outlined in Article 10.

3. While on his regular job an employee suffers an accident which prevents him from working his regular shift on the day before or after the Statutory Holiday as required above and for which he receives no Workers' Compensation benefits for time lost, such accident having

been reported by him to his Supervisor and/or Loss Control Department during or immediately at the end of the shift in which the accident occurred.

4. Having commenced work on his regular scheduled shift before or after the Statutory Holiday concerned, the employee is prevented from completing such shift because of illness, provided, however, that the employee reports immediately to his Supervisor or Loss Control Department.
 5. He is absent due to an off-the-job accident (verified by a doctor's certificate) and is collecting weekly indemnity.
 6. He is unable to return to work for his full regular shift immediately before or after the Statutory Holiday concerned due to delay, breakdown or failure of public transportation (i.e., bus, plane, train, ship or due to breakdown or failure of private automobile). Proof acceptable to the Company shall be required in order to establish such employee's eligibility for the holiday allowance.
 7. He is absent from one or both shifts because he is sick (proof required).
 8. His absence is otherwise excused by the Department Manager, or his designate.
- b. 1. For eight (8) hour shift employees, a holiday allowance for a holiday not worked shall be computed by multiplying by eight (8) the minimum hourly wage rate as in Exhibit A of the employee's regular classification.

2. For ten (10) hour shift employees a holiday allowance for a holiday not worked shall be computed by multiplying by ten (10) the minimum hourly wage rate as in Exhibit A of the employee's regular classification.
 3. For twelve (12) hour shift employees a holiday allowance for a holiday not worked shall be computed by multiplying by twelve (12) the minimum hourly wage rate as in Exhibit A of the employee's regular classification.
- c. If the employee was regularly scheduled to work the holiday, he shall also receive the applicable shift differential he would have earned as per Article 15.01, and in the case of twelve (12) hour shift employees, be paid in accordance with clause 17.03(b).

12.03

The Company may require employees to work a holiday, in which event, all time worked on a holiday as specified in Clause 12.01 of this Article shall be paid at one and one-half times ($1\frac{1}{2}x$) the employee's regular rate of pay in addition to pay for the full holiday at the employee's regular rate of pay.

Excepting emergency breakdowns, the Company will provide two (2) weeks notice as to whether or not the statutory holiday will be worked.

In the event there is less than two weeks notice the crew scheduled to work shall have the right of first refusal in so far as manning requirements are concerned. Thereafter, the equal distribution of overtime rules specified in 17.07 (b) shall apply with the understanding that the junior man in designated areas shall be required to work (if senior employees decline).

ARTICLE 13
ANNUAL VACATIONS

13.01 Eligibility

- a. An employee with one (1) or more years of continuous service is eligible for a vacation in any calendar year during the term of this agreement if in the preceding calendar year he has worked 90% of the days of his regular working days excluding days not worked while on indemnity insurance, or Workers' Compensation or trades school attendance and has worked in the calendar year for which the vacation is sought. Those employees working less than 90% of their regular working days will receive vacation entitlement on a pro-rata basis.
- b. An employee who has been unable to take his vacation due to an injury or sickness, prior to the end of the calendar year, will receive his earned vacation pay entitlement on December 15th of that year.

13.02 Vacation Entitlement

a. Years of Vacation

Service	Weeks	Vacation Pay
less than 2 years	2 weeks	4% times the gross earnings earned during the previous vacation year
more than 2 years	3 weeks	6% times the gross earnings earned during the previous vacation year
more than 3 years	4 weeks	8% times the gross earnings earned during the previous vacation year

Effective October 1, 1998, employees with more than 15 years service will be entitled to 5 weeks

vacation with vacation pay at 10% times the gross earnings earned during the previous vacation year.

- b. Employees entitled to receive increased vacation time benefits in a calendar year will be permitted to take the time anytime in that year. However, where increased monetary benefits are earned in a calendar year the employee will not receive these until his anniversary date.

13.03

A week of vacation shall consist of one shift rotation and associated days off.

13.04

- a. The Company may elect to shutdown the mine or any portion of the mine and grant employees their vacations at that time. The projected dates of the vacation shutdown will be announced prior to March 15 of each calendar year, and confirmed no later than one month prior to the start of the shutdown (emergencies excepted). Those employees for whom there is no work available may elect to take a leave of absence during this shutdown for time down in excess of two weeks vacation. Any outstanding vacation entitlement not utilized at this time must be scheduled, and will be approved in accordance with Article 13.04(c) and (e).
- b. Any time designated as a vacation shutdown will be scheduled to coincide with the major school vacation periods.
- c. Should the Company not elect to have a vacation shutdown, vacations for eligible employees will be scheduled throughout the calendar year and whenever possible, will be granted at a time desired by the employees, subject to the orderly operation of the mine. If the employee's spouse is also employed at the mine, their vacation will be

scheduled simultaneously should they so desire, but if either has not earned vacation allowance they will be given leave of absence to accommodate the vacation entitlement of the other.

- d. Employees may carry one week of vacation into the next year.
- e. Subject to the orderly operation of the Mine, vacation requests will be determined on the basis of seniority provided the requests are submitted prior to March 31st. After March 31st, vacations will be scheduled on a first come first serve basis. Vacation requests will be returned to the employees by April 15th or within two (2) weeks of their submission if submitted after March 31st.
- f. Subject to the orderly operation of the mine, vacation requests for the first quarter of the calendar year will be determined on the basis of seniority provided the requests are submitted prior to December 1st of the previous year. After December 1st, vacations will be scheduled on a first come first serve basis. Vacation requests will be returned to the employees by mid December or within two (2) weeks of their submission if submitted after December 1st.
- g. An employee may break down vacation entitlement into one (1) week segments.

13.05

- a. An employee will receive his vacation pay earned since his last vacation payout, two (2) weeks prior to taking his vacation(s). A minimum 30 days notification is required.
- b. Holiday pay shall be shown on every pay in two forms:
 - 1. gross; and
 - 2. net of approximate taxation.

13.06 Termination

Upon termination, an employee shall receive the unused portion of earned vacation in the form of vacation pay based upon his entitlement as provided for in this Article.

ARTICLE 14 RATES OF PAY

14.01 Wage Scales

The hourly wage rates for work performed in the various job classifications are as specified in Exhibit A.

14.02 New Classification

When the Company establishes a new job classification, the Company will establish a rate for such classification and notify the Union in writing. If the Union disagrees with the rate or classification, the proper Union representatives will advise the Company in writing within 15 days from the date of notification requesting negotiation. If agreement of the parties cannot be reached the issue is then subject to the Grievance Procedure. Any adjustment agreed to will be retroactive for the hours worked in the job.

14.03 Temporary Assignments

An employee temporarily leaving his regular classification to work at one carrying a higher wage rate shall be paid at the higher rate for a minimum of one-half the regular hours of his shift. If an employee works more than one-half (1/2) of his regularly scheduled shift in a higher classification, he shall be paid the higher rate for the entire shift. This shall not apply to employees receiving training in a position. With the exception of re-classifications, employees who are required to work temporarily in a lower classification shall maintain their

regular wage rate. This does not apply to employees who relieve in a higher paid job classification to accommodate shift change.

14.04 Lead Hand Premiums

The Company may designate employees as lead hands, (with the acceptance of the employee), during which time they shall receive the greater of \$0.40 per hour more than their basic rate of pay or \$0.40 per hour more than the highest rate in the group he is leading.

A lead hand acts as a leader of a group or groups of employees working on similar or related work. He assigns work to the men as directed by the supervisor and works along with and coordinates work among them. The lead hand functions as a work leader and not as a supervisor. He is responsible for the correct completion of work but not for disciplinary action or other personnel matters which are the responsibility of the supervisor to whom the lead hand reports. As determined by the Company, lead hands who do not function in the manner described above may be removed from the position.

14.05 Trainer

It is a normal function of an employee to orientate new employees on his job. However, in certain areas during periods of increasing crews or high turnover, a trainer may be appointed for training or upgrading of job skills. An employee designated as a trainer shall be paid twenty-five cents (\$0.25) per hour above his normal classification rate while on a training assignment. This rate will not be compounded with the lead hand rate.

ARTICLE 15 SHIFT DIFFERENTIALS

15.01

Shift Differentials for 8 hour shift employees shall be as follows:

- a. \$0.30 per hour for all straight time hours worked on afternoon shift where such shift forms part of an employee's regular schedule.
- b. \$0.75 per hour for all straight time hours worked on midnight shift where such shift forms part of an employee's regular schedule.

15.02

Shift Differentials for 10 hour shift employees shall be as follows:

- a) \$0.30 per hour for all straight time hours worked on afternoon shift where such shift forms part of an employee's regular schedule.
- b) \$0.60 per hour for all straight time hours worked on midnight shift where such shift forms part of an employee's regular work schedule.

15.03

A shift differential in the amount of sixty cents (\$0.60) per hour will be paid for all straight time hours worked on the "night" shift of the 12 hour - 4 and 4 schedule. No premium will be paid on the "day" shift of the 4 and 4 schedule.

ARTICLE 16 GROUP INSURANCE

16.01

It is agreed that the Company will pay the full cost of a Group Insurance and Weekly Indemnity Insurance

plan for the benefit of its employees, on the following basis:

- a. To provide a benefit of five hundred dollars (\$500.00) per week indemnity for an accident off the job or for sickness. This benefit will commence on the fourth (4th) day of disability due to sickness and on the first (1st) day of disability due to accident or hospitalization and will be payable for a maximum of fifty-two (52) weeks during any one (1) period of disability. In accordance with the Unemployment Insurance Act or Regulations concerning loss replacement plans, it is agreed that the level of benefits will be equal to sixty percent (60%) of an employee's insurable earnings, as defined under said Act or Regulations.

Effective October 1, 1998, this benefit will be increased to five hundred and fifty dollars (\$550.00) per week.

- b. The Weekly Indemnity Insurance plan will not pay benefits for illness or accidents covered by Workers' Compensation, or illness or accident arising out of other employment.
- c. Fifty thousand dollars (\$50,000) life insurance on the life of each employee, increasing to one hundred thousand dollars (\$100,000) life insurance in the event of accidental death.
- d. It is agreed that within 96 hours of being notified of the death of an employee, the Company will provide to the designated beneficiary an advance of \$4,000 (payable by cheque) of the life insurance benefit payable under clause 16.01 (c). Upon receipt of this advance, the beneficiary shall sign an assignment of benefit agreement instructing the life insurance carrier to reimburse the Company the \$4,000 advance from the life insurance otherwise payable.

16.02 Long Term Disability Insurance

Long Term Disability insurance will be provided commencing after fifty-two (52) weeks of disability and continuing to a maximum of age sixty-five (65) for eligible employees. The amount of such disability benefit shall be fifteen hundred dollars (\$1,500) per calendar month, reduced by the amount of compensation an employee receives from the Workers' Compensation Board.

Effective October 1, 1992 this benefit will be increased to one thousand, seven hundred and fifty (\$1750.00) dollars per calendar month.

Effective October 1, 1998 this benefit will be increased to one thousand, eight hundred (\$1,800.00) dollars per calendar month.

The cost of the premiums of the plan will be borne by the Company.

16.03

It is agreed that the Company will pay the full cost of the Alberta Health Care Plan and better than equivalent of the Standard Blue Cross Medical Plan.

16.04

The Company will pay the full premium cost of the dental program covering the employee, his spouse and dependent children. The level of benefits are as follows:

- | | |
|-----------------------------------|--|
| a. Basic Dental Benefits (Plan A) | - 100% coverage |
| Dental Option 1 (Plan B) | - 80% coverage |
| Orthodontia- (Plan C) | - 50% coverage to a lifetime maximum of \$2000 per individual. |

- b. The following annual deductibles shall apply to Plan A and B:
 - \$25.00 annual deductible for a single employee with no dependents
 - \$50.00 annual deductible for an employee with one or more dependents.
- c. Effective January 1, 1999, Plan A and B will be subject to a combined maximum of two thousand five hundred dollars (\$2,500.00) per calendar year per insured individual.

16.05

In the event of a shutdown of one month or less the Company agrees to pay the premium payments of the following benefits; Life Insurance, Accidental Death and Dismemberment, Alberta Health Care, Supplementary Health and Dental.

16.06

In the event of an employee's death, the Company agrees to pay the premium payments of the following benefits for 3 months - Alberta Health Care, Supplementary Health, and Dental.

16.07

The Company shall pay the premiums for the establishment of a vision care program which will provide payments for frames and lenses to a maximum of one hundred and fifty dollars (\$150.00) every twenty-four (24) months per insured family member.

16.08

For the purposes of Supplementary Health, Dental and Vision care, dependent children shall be deemed to include:

- a) dependent children under the age of 19 years,

- b) dependent children under the age of 25 in the case of a single, full-time student solely dependent on the employee for support.

ARTICLE 17 HOURS OF WORK AND OVERTIME

17.01

The Company may operate any and all sections of the mine on a continuous basis with the work schedule and shift schedule to be arranged by the Company. Prior to implementing any changes the Company will discuss them fully with the Union.

17.02

EIGHT HOUR EMPLOYEES

Subject to 17.03, all time worked over 8 hours per day or 40 hours per week shall be paid for at 1 1/2 times the regular wage rate, except Sunday when the rate of pay for overtime shall be double time.

TEN HOUR EMPLOYEES

Subject to 17.03, all time worked over 10 hours per day or 40 hours per week shall be paid for at 1 1/2 times the regular wage rate, except Sunday when the rate of pay for overtime shall be double time.

All employees who work on a ten (10) hour shift schedule which allows for seven (7) day per week operation shall receive a weekend premium of \$1.00 per hour for all straight time hours worked on a Saturday or Sunday.

17.03

- a. Depending on the shift schedule, the forty (40) hour week may be exceeded with no overtime payment required provided that the average num-

ber of hours in a four week period or whatever rotating shift schedule as established by the Company does not exceed an average of 40 hours per week.

- b. In lieu of paying overtime for hours worked beyond 8 per day or 40 per week, the following shift schedule premium is to be paid to employees working the 4 and 4, 12-hour compressed work week schedule.

Employees on the condensed work week schedule consisting of four (4) consecutive twelve (12) hour shifts followed by four (4) consecutive days of rest shall work their scheduled twelve (12) hour shift at ten (10) hours times their regular straight time hourly rate and two (2) hours at one and one half (1 ½) times the regular straight time rate.

- c. The 2 hour overtime premium will not be paid in the event the hours worked in excess of ten (10) fall on a statutory holiday which the employee works and for which he receives Statutory Holiday pay.
- d. Article 17.02 will not apply to employees working the 4 and 4/12 hour schedule. Rather time worked in excess of 10 hours in a day will be paid as described above and time worked on the employee's regularly scheduled day of rest will be paid at one and one half (1 ½) times the employee's regular hourly rate except if the day of rest is Sunday when the rate of pay will be double time (2x).

If during the life of this Collective Agreement, the present shift schedule (four (4) on and four (4) off twelve (12) hour shift schedule) is discontinued for any reason, or either of the parties to this agreement wish to depart from this schedule, the Company and the Union agree to meet and negotiate the premium pay to be

associated with the alternate work schedule which the Company may establish. In the event the parties are unable to agree upon the "premium pay" to be associated with such schedule within the thirty (30) days of commencing negotiations, the matter will be referred to an Arbitrator (as per Article 5) whose decision will be final and binding.

This re-negotiation clause does not apply to variations of the 12 hour shift schedule or 10 hour shift schedule which may be implemented.

17.04

The definition of the eight (8) hour day and the forty (40) hour work week herein does not serve as a guarantee of hours of work per day or per week but is stipulated only for the purpose of computing overtime pay.

17.05

- a. When an employee is called out to work on his regularly assigned period of rest and the call-out does not extend into his regular shift, he will be paid an amount equal to half his regular shift at the applicable overtime rate.
- b. It is agreed that an employee whose call-out commences prior to and extends into his regular shift is to be compensated as follows:
 1. When the call-out work commences two (2) hours or less prior to the starting time of the employee's regular shift the employee will be paid overtime rates for the actual overtime hours spent working prior to the commencement of his regular shift and overtime rates for the portion of his regular shift so as to provide a maximum of half a shift at the applicable overtime rate of pay for the

call-out. The duration of his regular shift will be paid at his regular straight time rate.

2. When the call-out work commences more than two (2) hours prior to the starting time of the employee's regular shift, the employee will be paid for hours equal to half his regular shift at the applicable overtime rate of pay for the time worked prior to the commencement of his regular shift. The regular shift will be paid at his regular straight time rate.
3. An employee who is requested to return to work prior to departing from the minesite at the end of his shift is not considered to be on call-out.

17.06

An employee who reports as scheduled without having been notified not to report and for whom no work is available will be allowed four (4) hours pay for 8 hour shift employees; five (5) hours pay for 10 hour shift employees and six (6) hours pay for 12 hour shift employees at the rate of the job for which he was scheduled to report. For this article only reporting shall mean to have been acknowledged through a check off by the Company to have been at their regularly scheduled bus pick up point on time.

17.07

- a. In the event that an employee is requested to change from his regular scheduled shift with an 8 hour or less work break between the change, the employee shall be paid at the rate of 1 ½ times his regular straight time rate for the hours worked in the first shift of the changed schedule.
- b. In all departments, a system of equitable distribution of overtime beyond an employee's normal work schedule shall be established where each

employee shall have the opportunity of overtime within his regular shift classification and work area.

- c. If, after having worked authorized overtime an employee is given less than a nine (9) hour work break before his next regularly scheduled shift:
 - 1. He will be provided with a 9 (nine) hour break
or
 - 2. If he commences work at his regular time he will be paid at the applicable overtime rate for those hours worked until the 9 hour provision has lapsed.
- d. When an employee changes shift that employee may request to work at regular rates after two (2) days off to allow for transition to the new shift schedule to prevent excessive loss of earnings.

17.08

- a. After two (2) hours of overtime which is continuous with an employee's regular shift a hot meal shall be supplied by the Company. Thereafter a hot meal shall be supplied every four (4) hours. This shall not apply when an employee has been given more than twelve (12) hours advance notice prior to the overtime nor in the event of a call-out of less than five (5) hours.
- b. In the event of unscheduled overtime the crews performing the work shall be provided with the following option on the first overtime meal as outlined in (a) above. The choice must be made as a group and all involved must abide by the selection of:
 - 1. A hot overtime meal after two (2) hours, or
 - 2. Complete the job without a meal break and be provided with a meal voucher at the time of

departure cashable at a suitable restaurant in town, or

3. Complete the job without a meal break and receive one additional half hours pay at over-time rates.

17.09 Hot Change

Where the Company implements a hot change (i.e., the shift change occurs at the employee's designated work station) the employees involved shall be paid at overtime rates for the amount of time spent at work beyond the normal hours of work specified in Article 28.

17.10 Voluntary Overtime

The Company will not enforce compulsory overtime beyond an employee's regular shift schedule and hours of work established in Article 17.

ARTICLE 18 CLOTHING AND TOOLS

18.01 Clothing

- a. The Company shall provide on a personal issue system, wet suits, rubber boots, hip-waders, gloves, clear safety glasses (including prescription glasses), colored flash glasses, clip-on sun glasses, dust masks, water jugs, ear plugs, hard hats and hard hat liners and protective clothing for Welders (gloves, aprons, air arc hoods, etc.) to those employees where, in the opinion of the Company and/or on the recommendation of the joint Health and Safety Committee, such protective apparel is required. Replacement items will be provided upon return of the used articles.

- b. Employees are required to take good care of any articles provided to them by the Company and **such articles shall be returned to the Company** prior to termination of employment. The value of articles lost or damaged through proven negligence will be deducted from the employee's next appropriate pay.
- c. The Company agrees to continue to provide the overall service currently in effect.
- d. Employees' clothing in the locker room shall be insured for loss by fire to a maximum of two hundred dollars (\$200) from May 1st to September 30th inclusive and four hundred dollars (\$400) from October 1st to April 30th inclusive per individual.

18.02 Tools

- a. Tradesmen who are required to buy and maintain their own tools, including conversion to metric tools, shall receive a tool allowance for each hour worked on the following basis:
 - Maintenance A, B, and Apprentices (Electrician, Heavy Duty Mechanic, Millwright, Instrument Mechanic, Motor Mechanic, Machinist)
 - **\$0.20/hour** for all hours worked.
 - Welder, Serviceman, Carpenter, Plumber and Apprentices
 - **\$0.10/hour** for all hours worked.
- b. 1. To facilitate the process of Journeyman and apprentices acquiring required tools, they may upon request and Company approval receive one tool allowance advance up to a maximum of one thousand five hundred dollars (\$1,500.00) upon proof of purchase. The

employee shall pay the advance back through a payroll deduction of a minimum of twenty-five dollars (\$25) per pay period. Upon full repayment of this loan an employee may apply for a further loan.

2. Employees receiving such loans shall authorize the Company to deduct the balance of the loan from their final pay upon termination of employment.
 3. All tradesmen's tools stored on the Company's premises shall be insured against loss by fire. The amount will be limited to those on the approved tools lists unless special or additional tools are pre-registered with the Company. The tool lists will be prepared by the Joint Trades Committee and recommended for approval by the Company. Additions or deletions to the list can be made at anytime of the year through the trades committee.
- c. Luscar Sterco employees will not be required to supply their own personal hand tools to contractors.

ARTICLE 19 PYRAMIDING OF PREMIUMS

19.01

It is understood by the parties that there shall be no pyramiding of premiums under this Agreement.

ARTICLE 20 SAFETY

20.01

The Company and the Union, realizing the benefits to be derived from a safe and healthy place of employment, agree that they and all employees, Union Stewards and Officers, and the supervisors at all levels shall cooperate to promote safe work practices, healthy conditions, safety rules and procedures.

Notwithstanding the responsibility placed solely on the Company by the Occupation Health and Safety Act and Regulations to provide safe and healthy working conditions, it is also understood that the Act and Regulations places specific responsibilities on individual employees.

20.02

- a. The Company and the Union shall jointly maintain an equal representation Health and Safety Committee composed of one (1) employee in each department, (Pit, Shop and Plant); and two co-chairmen. Should the number of departments in the operation increase the number of committee members shall be increased in equal numbers.
- b. The Union will endeavor to increase the number of committee representatives at one per department per crew and will notify the Company in writing of which members can be utilized for the functioning of this committee when they are on site.
- c. The function of this committee shall be to bring safety concerns to the attention of Management and the Union and to recommend solutions on problems relating to safety, good housekeeping and health at the operation.

20.03

The Union and the Company will appoint one person each to act as co-chairman for the committee. The Company and the Union will ensure that the Company representatives and employee members appointed to the committees have such qualifications as to enable them to complete inspection tours and report as required by any relevant legislation or governmental directives. The inspections shall be conducted in each area by any two (2) of the representatives of each party. The meetings of the committee, again consisting of any two representatives from each side, shall be held at least once per month and more often if necessary. Prior to the meeting, the inspection tour of the operation will be conducted. The inspection tour report will be discussed at the monthly meeting. The committee shall also discuss:

- a. Any accidents that occurred in the previous month, the causes and preventative measures.
- b. Any safety and health complaints.
- c. Any proposed changes in the safety and health procedures or rules.
- d. Results of any tests or surveys pertaining to the health and safety of the employees.
- e. Review the minutes from the previous crew safety meetings and answer concerns arising from those minutes.

The minutes of the monthly meetings will be copied and made available in enough quantity to each co-chairman for distribution to the members of their committee. A copy of the minutes of the monthly meetings will also be forwarded to the appropriate governmental agency.

20.04

Time spent on monthly inspections and at subsequent meetings shall be considered as being time worked. Employees shall not suffer a **loss** of income as a result of attendance at such meetings and/or inspections. Any time spent at the minesite for scheduled meetings and tours on the employee's regular time off shall be paid for at the employee's regular rate of pay.

20.05

In the event of an occurrence of an accident or near miss involving bargaining unit employees resulting in a formal investigation by the Company, a Union representative of the Health and Safety Committee, who is familiar with the work area shall participate in the investigation. The Union co-chairman will designate to the Company the member that is to attend the investigation. If a committee member is not on site a Union steward shall participate in the investigation.

20.06

- a. No employee will be required to perform work that he has reasonable grounds to believe constitutes imminent danger to himself or others nor will 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 Foreman and, if necessary, his Steward and/or a Safety Committeeman. Any disagreement thereafter as to the safety of any act should be referred to the Department Manager. Prior to involving any outside agency the concern will be raised with the General Manager.

Prior to requesting other employees to perform the same function the foreman will 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.

20.07

Copies of all accident and near miss investigations conducted by the Company will be forwarded to the Union Office within seven (7) days of the incident.

20.08

It shall be the duty of an employee to report immediately to his supervisor any unsafe act or working condition. Complaints in regard to general safety conditions shall be reported by an employee personally or through the Health and Safety Committee to the supervisor in charge and failing a satisfactory solution, to the Department Manager concerned or his designee.

20.09

Each shift shall hold a safety meeting once per month within their regular scheduled shift, at a time separate from their regular lunch break. An appropriate day shift time will be allotted for safety related and other topics.

20.10

The Company agrees to provide and maintain adequate first aid facilities and equipment; e.g. lens cleaning stations as well as locker rooms, lunch rooms, washrooms, washing and shower facilities, in a sanitary condition as far as is possible. Employees using these facilities are expected to refrain from littering and abusing the facilities. Abuses will be dealt with under the disciplinary procedure.

20.11

In the interest of better communications and as evidence of the common approach to attempting to provide the safest possible working environment the Joint Occupational Health and Safety Committee will undertake various projects as assigned by the Joint Union/Management committee. These projects could involve such aspects of a safe and healthy work place, as testing present conditions at or on Company property and safe methods of working.

20.12

During the life of this collective agreement, the Company shall develop and maintain an inventory of chemical substances on site for the purpose of developing the procedure for safe handling and emergency treatment. The information gathered, where possible, will include:

- a. The common and chemical name of that substance.
- b. The chemical composition and the physical and chemical properties of the substance.
- c. The Toxicological information respecting that substance.
- d. The effect of both long and short term exposure or contacts of that substance on humans.
- e. The protective measures used in respect of that substance, and
- f. The methods of disposal of that substance.

The Union will cooperate with the Company in the gathering and formulation of this information, through the joint Health and Safety Committee.

20.13

- a. In conjunction with Article 22, the Company shall establish annual testing for employee's hearing

and lung function. The results of these tests will be reviewed with the employee by appropriate personnel should it be necessary or a copy given to the employee if so requested.

- b. The Company shall cooperate with the government agencies responsible for Occupational Health and Safety in establishing adequate testing for significant health hazards. The Union Safety co-chairman will be familiarized with such testing techniques and be kept informed of the results. The Union Safety co-chairman or his designate may accompany the government testing personnel if he so desires.
- c. In the event that government personnel are unable or unavailable to conduct certain tests for significant health hazards, or if after their testing a further concern exists, the Union may request further independent testing be carried out at their expense. Such testing will be carried out so as to minimize interruptions to production. Access to the property for these additional independent tests will not be denied by the Company, provided the justification for such test is fully explained, and those conducting the tests be an approved testing authority.

ARTICLE 21 PAY DAY

21.01

At the Company's option employees may be paid by cheque or direct bank deposit. Pay Day shall be bi-weekly on Thursday, except if delayed by reasons beyond the Company's control. The Company shall be allowed one (1) week hold back in order to prepare

payrolls. If a statutory holiday falls on the regular pay day, employees shall be paid the day before.

21.02

An employee who terminates shall, if he so requests, receive his final pay within two (2) days subsequent to termination.

21.03

An employee who has an error in his pay will, if he so requests, receive pay for same within twenty-four (24) hours of his reporting the error to payroll or have it adjusted on the next pay period, as he requests. (Saturdays and Sundays to be excluded from the above 24 hours).

21.04

If an employee's pay is delayed, if the employee so requests, the monies will be deposited in his bank account the day after pay day.

**ARTICLE 22
PHYSICAL EXAMINATIONS**

22.01

The Company shall have the right to require that any applicant for employment shall pass a physical examination arranged by the Company. The Company shall pay for those costs of the preemployment examination not covered by Medicare. The Company shall also have the right to require periodic physical examinations for any employee to be conducted by a physician of the employee's choice. The Company reserves the right to seek additional medical opinion(s). Additionally, audiometric testing may be periodically conducted by Company personnel. The Company shall pay, at the employee's regular wage rate for work time lost by the

employee in obtaining periodic physical examinations (but not preemployment examinations). If the periodic medical examination is scheduled for the employee's day off he shall receive four hours pay at his regular wage rate.

ARTICLE 23 PERSONNEL RECORDS

23.01

Employees are allowed to review their employee record file on a quarterly basis. Discipline records will be removed from the personnel file in accordance with the provisions of the Positive Discipline System and will not be considered for disciplinary action or evaluation thereafter.

Safety records will be retained on file for a period of two (2) years and may be considered in disciplinary action.

ARTICLE 24 TRANSPORTATION

24.01

The following conditions are to apply to employees utilizing Company transportation if the bus is delayed or unavailable:

- a. If the employees affected will not be provided with work for the shift, they will be so notified at least one (1) hour before their respective scheduled departure time. It is understood that employees so notified will not receive any payment for the shift. It is the employees responsibility to keep the

Company informed as to their current telephone number or other means of notification.

- b. Should a bus be delayed in its regular arrival at the mine those employees so affected will suffer no loss of earnings for this late arrival. It is understood that if the shift is cancelled, Article 17.06 respecting call-outs will apply if the Company has not complied with 24.01 (a).
- c. In the event the regular transportation system is delayed or unavailable, back-up transportation will be utilized. When the contractor is unable to provide a driver at the scheduled departure time, designated qualified bargaining unit employees will be requested to drive, if available on that schedule. Should none be available, a qualified non-bargaining unit employee shall be designated as a driver. It is understood that the function of bus driving is not a bid position and the Company reserves the sole right to select drivers in accordance with the provisions of this clause. Those employees who possess a valid Alberta Class Two drivers license must register with the Transportation Department if he wishes to be eligible to drive.
- d. Bargaining unit personnel who act as drivers will be compensated for time spent driving times Job Group #6 calculated to the nearest quarter hour. This will be in addition to the reporting allowance in Article 29.02(a). Should overtime be involved the appropriate overtime rate times Job Group #6 will apply.

Effective April 1, 1998, bargaining unit personnel acting as drivers will be compensated at their regular rate or Job Group #6, whichever is greater.
- e. Company vehicles utilized to transport employees from the mine site will be driven by staff employ-

ees should, however, a qualified bargaining unit employee be requested to drive, he will be compensated for time spent driving in accordance with Article 24.01(d).

24.02

It is agreed the primary function of transporting employees between Edson and the minesite by contractors is not work normally performed by Luscar Sterco (1977) Ltd. and does not come under the scope of Article 1 in the Collective Agreement.

ARTICLE 25 'PIT DRIVERS PREMIUM

25.01

The Pit Drivers' Premium shall apply to employees designated to drive pit crummies or plant man haulers for the purpose of crew changes at shift change times where a minimum of three (3) passengers are carried. Designated employees shall be paid for time at the rate of one half (1/2) hour's pay at the rate of Job Group #6. The driver who so transports employees between the plant and the dry will receive fifteen (15) minute's pay at the rate of Job Group #6.

When functioning as Relief Foreman these employees shall not be utilized in the capacity of bus driver for the purpose of this clause.

ARTICLE 26 APPOINTMENTS

26.01

- a. Relief Foremen:
It is understood and agreed between the Company and the Union that Relief Foremen may

be appointed with the acceptance of the employee. Each appointment shall be for a minimum period of one (1) day and shall not exceed the cumulative total of forty-five (45) working days per contract year. Relief Foremen are not permitted to exact discipline during the appointment.

- b. **Temporary Supervisory Staff:**
Temporary staff may be appointed under the terms of the Collective Agreement. Each appointment shall be for the purpose of training and testing employees for promotion outside the scope of this Agreement. During such appointment the employee will exercise all the duties and responsibilities of the position he is filling. This assignment will be available once in the life of the Collective Agreement and shall not exceed six (6) calendar months in duration.
- c. **Temporary Non-Supervisory Staff:**
For non-supervisory staff positions the cumulative total time an employee may function in a temporary staff position must not exceed one (1) calendar month, in the life of the Collective Agreement.
- d. Employees outlined in Article 26.01 (a) (b) or (c) accepting any of the above positions shall continue to accrue seniority and pay regular monthly Union Dues for term of their appointment. The employee's regular job shall be filled temporarily and shall be resumed by the employee upon termination of his assignment. These employees shall work overtime only in their appointed capacity. Upon exceeding the time available in any of the above subclauses and/or accepting a permanent staff position the employee will immediately lose his Union seniority and cease payment of Union dues.

The Company shall notify the Union as to which employees have been so appointed and to which category. Under special circumstances individuals who have accumulated the maximum time limits may, with mutual agreement, between the Company and the Union be permitted to be re-assigned to the position for a designated period without loss of Union seniority.

e. Students:

The Company may employ students in bargaining unit positions from time to time provided that no employee shall be laid off, be on recall, discharged or displaced from his regular employment to make room for a student. It is understood that the period of employment for students shall not be in excess of four (4) consecutive months unless mutually agreeable to the Company, Union and the student. At the completion of the four (4) month period a student who is to be retained as a permanent employee shall be rehired on that date and his seniority will begin at that time. The expiry of the four (4) consecutive month student employment period shall constitute just and reasonable cause for the termination of the student. It is also understood that student employment is not to interfere with the training and progression of permanent employees, therefore students will not be eligible to utilize the bidding procedure during their four (4) month student employment period but will be required to remain in the positions as assigned by the Company.

ARTICLE 27 LUNCH BREAKS

27.01

Lunch and rest breaks will be scheduled as outlined below and in such a manner that the continuity of operations is not affected:

- a. For 8 hour shift employees a break of 20 minutes will be scheduled during the fourth or fifth hour of the shift.

In addition such employees will receive a 10 minute rest break in the first half and last half of their shift.

- b. For 10 hour shift employees a break of 30 minutes in the lunch room will be scheduled during the fifth or sixth hour of the shift.

In addition such employees will receive a 10 minute rest break in the first half and last half of their shift.

- c. For 12 hour shift employees, a lunch break of 30 minutes in the lunchroom will be scheduled during the sixth or seventh hour of the shift.

In addition such employees will receive a 15 minute rest break in the first half and last half of their shift.

- d. For 10 hour shift employees and 12 hour shift employees the Company agrees that the use of designated lunchrooms will not be unreasonably withheld and the union agrees that the use of designated lunchrooms will not be otherwise abused.

- e. For (a) (b) and (c) above the rest breaks as far as practical will be taken at the mid point of the first and second half of the shifts.

ARTICLE 28 HOURS OF WORK

28.01

Based on the current mode of transportation the normal hours of work (inclusive of rest and lunch breaks) will be as follows:

- a. eight (8) hours work for eight (8) hour shift employees and
- b. ten (10) hours work for ten (10) hour shift employees and
- c. twelve (12) hours work for twelve (12) hour shift employees.

In addition to the above hours of work, employees shall have fifteen (15) minutes unpaid dry/departure time at shift end.

ARTICLE 29 HOURLY RETIREMENT FUND

29.01

a. Company Retirement Fund Contribution

The Employer shall make a monthly contribution on behalf of the member equal to \$208.33 per month to a maximum of \$2,500.00 per contract year.

The hours worked for the determination of continuous service shall include absence while receiving W.C.B. and maintaining employee status; or while receiving benefits under the Company sponsored Weekly Indemnity Plan, paid leave of absence, paid general holidays and while an employee is absent due to temporary shutdowns of less than one months duration.

- b) Effective October 1, 1991 the Employer will contribute two hundred and fifty dollars (\$250.00) per contract year (\$20.84 monthly). Effective October 1, 1992 the Employee will match this contribution.

Effective October 1, 1996 the Employer will contribute five hundred dollars (\$500.00) per contract year (\$41.67 monthly). The Employee will match this contribution.

c. **Pensionable Service:**

Effective October 1, 1989, Pensionable Service for future new claimants shall include time while receiving Worker's Compensation benefits and retaining employee status (for a maximum period of time equal to the Employee's seniority at the time he became eligible for benefits), and while receiving long term disability insurance (for a maximum period of time equal to the Employee's seniority at the time he became eligible for benefits). In no case will Pensionable Service continue to accrue after an employee's normal retirement date or while he is gainfully employed by an employer other than Luscar Sterco (1977) Ltd.

d. **Death Benefit:**

Should an employee die while a member of the Retirement Fund, all amounts credited to him will be paid to his beneficiary. This will include a contribution for the balance of the calendar year in which the death occurs providing the employee is credited for continuous service, in accordance with Article 29.01 (a), in the year in which the death occurs.

e. **Administration:**

The Retirement Fund will be administered on a pooled basis. Employees will receive individual annual statements of the units held on their behalf and their value. Units in the fund will be valued

quarterly and terminating employees will have their withdrawals calculated based on the number of units held and the most recent quarterly valuation. The Trustee for the fund will be selected by the Company and the investment strategy will be determined jointly with Union representatives. Investment Management fees will be charged to the fund by the Trustee. Administrative fees will be paid by the Company.

f. **Termination:**

Upon termination of employment, the employee's funds will be transferred to a RRSP to provide for retirement.

29.02 Reporting Pay - RRSP

a. Effective April 1, 1998, it is agreed that employees who report for work will receive reporting pay as follows:

- 10 hour employees, six dollars and ten cents (\$6.10) for each day worked.
- 12 hour employees, four dollars and eighty cents (\$4.80) for each day worked.

Payment of his reporting pay will be deposited directly to an individual Registered Retirement Savings Plan established by the Company.

Effective April 1, 1998, Exhibit A rates effective October 1, 1997 will be adjusted by \$0.43 per hour.

b. An employee may elect to receive payment of his reporting pay and waive the transfer of payment to his individual Registered Retirement Savings Plan.

ARTICLE 30 SAVINGS CLAUSE

30.01

If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Company and the Union, within fifteen (15) days' notice of either upon the other, shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article five (5).

ARTICLE 31 JOINT COMPANY UNION COMMITTEES MEETINGS

31.01

The Company and Union agree to provide to each other at least two (2) days prior to the date of joint committee meetings a list of items to be placed on the agenda. With the exception of clause 31.04 (negotiating committee) those employees on duty attending joint Company Union committee meetings will suffer no loss of earnings by virtue of such attendance. Those off duty who attend the scheduled meetings will be

compensated by the Company for five (5) hours at their regular wage rate.

31.02 Union-Management Committee

A joint meeting between the Company and the Union shall be held monthly. The delegation of the Union shall not exceed nine (9) persons, including a maximum of five (5) from the on-duty shift.

31.03 Joint Health and Safety Committee

A joint Union-Management meeting consisting of the co-chairman from the committee, the Council Chairman, a Union staff representative, the General Manager, the Manager of Human Relations and the Loss Control Supervisor of Luscar Sterco Mine shall meet at least once every three (3) months to discuss the performance of the joint Health and Safety Committees, also any recommendations from the joint Health and Safety Committee.

31.04 Negotiating Committee

It is agreed that individual employee members of the Union Negotiating Committee (not to exceed seven (7) in number) will receive pay at their basic hourly rate from the Company for actual regular scheduled work time spent negotiating a new Collective Agreement with the Company up to a maximum of four (4) hours pay per meeting day for 8 hour shift employees; five (5) hours pay per meeting day for 10 hour shift employees and six (6) hours pay per meeting day for 12 hour shift employees. If applicable, such employees shall also be compensated for one-half ($\frac{1}{2}$) of the 12 hour shift schedule overtime premium they would have earned had they worked their regular scheduled shift. This policy will only apply to those negotiating meetings held prior to the expiry of the Collective Agreement.



31.05 Special Meetings

The Union shall have the right to call a meeting to deal with a major specific matter at any time with the General Manager of Luscar Sterco Mine, provided the matter has first been dealt with through appropriate department channels.

31.06 Trades Committee

A joint Union-Management committee consisting of a maximum of five (5) members of the Union and a maximum of five (5) Company representatives will meet on a regular basis (maximum once per month) to develop and recommend to Management programs related to trades areas.

31.07 Training Committee

A joint Union-Management meeting consisting of three (3) members of the Union and three (3) Company representatives from the two (2) operating departments will meet on a regular basis (maximum once per month) to develop and recommend to Management programs in the area of operations training. One of the Company representatives will be a member of the training department.

ARTICLE 32 TERM OF AGREEMENT

32.01

This Agreement shall be effective as of October 1, 1997 and shall remain for a period ending September 30, 1999 and from year to year thereafter, providing that either party may, not less than sixty (60) days nor more than one hundred-twenty (120) days prior to the termination date hereof, give notice in writing to the

other party of its intentions to terminate this Agreement or to negotiate a revision thereof.

Agreed this 2nd day of April , 1998.

FOR THE UNION

FOR THE COMPANY

M. KING
(Business Manager)

M. ENNIS
(General Manager)

R. MACDONALD
(President)

C. WILLIAMS
(Plant Manager)

D. COLE
(Vice President,
Business Agent)

R. STARD
(Mine Manager)

B. MOFFATT
(Recording Secretary)

R. BARTEL
(Maintenance Manager)

R. COX
(Council Chairman)

E. HANLEY
(Human Resources
Manager)

G. HALTERMAN
(Committeeman)

A. HAMERNICK
(Manager, industrial
Relations, Luscar Ltd.)

F. ARANEDA
(Committeeman)

H. HEARNS
(Committeeman)

G. MACLEOD
(Committeeman)

**EXHIBIT A
(JOB CLASSIFICATION AND
WAGE RATE SCHEDULE)**

GROUP		WAGE RATES EFFECTIVE:	
		OCT 1/97	APR 1/98
10	*Maintenance A	23.18	23.61
9	Dragline Operator	21.96	22.39
	Control Room Operator		
	**Maintenance B		
	Senior Plant Operator (Loadout)		
	Crane Operator (90T)		
8	Shovel Operator	21.43	21.86
	Backhoe Operator (over 5 yd)		
	Drill Operator		
	Front End Loader Operator (over 10 yd)		
	Plant Operator I - (Loadout, Firewatch, Control Room)		
7	Plant Operator	21.02	21.45
	(3 qualifications, Heavy Media, Thickener/Fines, Dryer)		
	Carpenter Blaster - Certified		
6	Grader Operator	20.86	21.29
	Dozer Operator		
	Front End Loader Operator (10 yd or under)		
	Scraper Operator		
	Coal/Rock Hauler		
	Dragline Oiler/Relief Operator I		
	Crane Operator (20T)		
	Field Serviceman		
	Shop Serviceman		
	Plant Serviceman		
	Plant Operator Trainee II (2 qualifications)		

5	Shovel/ Relief Operator I Dragline Oiler/Relief Operator II Plant Operator Trainee I (1 qualification) Pumpman Backhoe Operator (5yd and under) Steam Cleaner	20.24	20.67
4	Tool Crib Attendant/Repairman Shovel/ Relief Operator II Blaster's Helper I (6 months plus experience) Dragline Oiler (Potential Operator)	19.84	20.27
3	Shovel/Potential Operator Plant Operator Trainee	19.69	20.12
2	Tool Crib Attendant Blaster's Helper II	19.23	19.66
1	Labourer	18.19	18.62

Maintenance A must possess Alberta and/or Interprovincial Tradesman Qualification Ticket for at least one of the following trades: Electrician First Class, Heavy Duty Mechanic, Instrument Mechanic, Motor Mechanic, Millwright, Welder First Class, Carpenter, Painter, Machinist, Plumber, Pipefitter, Crane Operator.

- ** Maintenance B must possess tradesman Qualifications Ticket other than Alberta or Interprovincial for at least one of the following trades: Electrician Second Class, Heavy Duty Mechanic, Instrument Mechanic, Motor Mechanic, Millwright, Welder Second Class, Carpenter, Painter, Machinist, Plumber, Pipefitter.

**SCHEDULE OF MINIMUM HOURLY WAGE RATES
APPLICABLE TO THE APPRENTICESHIP
TRAINING PROGRAM**

FOUR YEAR PROGRAM

(Percentage of Journeyman Rate)

Beginning	80%
Successful Completion Year #1	85%
Successful Completion Year #2	90%
Successful Completion Year #3	95%

THREE YEAR PROGRAM

(Percentage of Journeyman Rate)

Beginning	80%
Successful Completion Year #1	90%
Successful Completion Year #2	95%

**EXHIBIT B
LETTERS OF UNDERSTANDING**

PRINTING OF COLLECTIVE AGREEMENTS

The Company and Union agree to split the costs of printing of the Collective Agreement.

PROFICIENCY CERTIFICATES

Any employee who has obtained one or more of the following listed E.R.C.B. Proficiency Certificates and who may utilize such proficiency in the course of his employment shall receive an additional fifteen cents (\$.15) per hour above his regular rate. These premiums shall also apply to Maintenance "A" or "B" tradesmen who have two Journeyman certifications and who may utilize both in the course of their employment. An employee is only to be paid this additional premium once.

ELIGIBLE PROFICIENCY CERTIFICATES

Provincial Mine Manager
Provincial Strip Foreman
Provincial Blaster
Electrician
Mechanic

ELIGIBLE NON E.R.C.B. CERTIFICATES

Pressure "B" Welder

The Company reserves the right to limit the number of such endorsements to two for payment, and anyone else using their pressure "B" ticket will be paid for hours spent that required the pressure ticket.

Pressure "B" welding certification will be an addition to the trades upgrading allowance referred to in Article 8.07 for those Journeymen receiving the proficiency premium.

LIGHT MOBILE EQUIPMENT

The Company and the Union agree that for the purposes of safety, employee operating light mobile equipment (which includes packer, gravel truck, wheeled backhoe, forklift, picker truck, hiab, lawn tractor, bobcat, vacuum truck, polecat) must be deemed qualified by the training department. Such employees will be paid for time spent operating at the rate of Job Group #5 in accordance with Article 14.03.

PLANT OPERATIONSTRAINING PROGRAM

1. This document provides the framework within which an employee is trained in various aspects of plant operations. The cooperation and commitment of all plant operations employees is essential to the success of the program. Plant supervisory personnel are expected to commit time and resources to facilitate training. Plant operators are expected to accept disruptions in their operating area rotation schedule and to provide their exper-

tise to guide the trainee in his progress. Trainees are expected to participate in the training process by reading manuals and diligently learning the operating procedures and practices.

2. The plant operations department includes the following bargaining unit positions:
 - a) Plant Trainee (Entry Level Position) Group 3 Code 606
 - b) Plant Trainee I (One Qualification) Group 5 Code 605
 - c) Plant Trainee II (Two Qualifications) Group 6 Code 614
 - d) Plant Operator (Three Qualifications) Group 7 Code 604
 - e) Plant Operator I (Loadout/Firewatch/Control Room) Group 8 Code 613
 - f) Senior Plant Operator (Bid Position) Group 9 Code 603
 - g) Plant Control Room Op. (Bid Position) Group 9 Code 600
3. Bidding for vacancies in the plant is confined to the positions of Plant Trainee, Senior Plant Operator and Plant Control Room Operator.
4. An employee advances to the next level in the progression system by becoming qualified in an operating area. The qualification process requires that a trainee:
 - a) Meet the minimum time requirement for training or operating in the particular area.
 - b) Complete the Qualification examination with a minimum ninety (90) percent grade (oral or written).
 - c) Successfully complete the practical examination demonstrating to the Plant Manager or his designate that the required standard of skill and knowledge relevant to the safe and effi-

cient operation of that Plant area have been met.

5. The minimum time requirements for qualification are:

Thickener/Fines	750 hours
Heavy Media	750 hours
Dryer	750 hours
Loadout	10 trains
Control Room	200 hours

6. Plant Trainees and Plant Operators are paid according to the qualification level achieved regardless of the area in which they are working. However, Plant trainees are paid Plant Operator rate when operating an area without a trainer.
7. Only those qualified as Plant Operator I are eligible to bid on Senior Plant Operator and Plant Control Room Operator positions. In the event that no bids are received on a posting for either of these classifications, the least senior, Plant Operator I is required to fill the position.
8. Those holding the qualification of Plant Operator I, Senior Plant Operator or Plant Control Room Operator are eligible to work temporary shutdowns and vacation shutdowns.
9. The three areas where qualification is required during the training process are:
- a) Fines/Thickener
 - b) Heavy Media
 - c) Dryer

In most cases training will progress in the order listed. Under some circumstances it may be necessary, after consultation with the union, to alter the order of training.

10. Training for the Plant Operator I qualification is optional. This training prepares an employee for both the Plant Control Room Operator and Senior Plant Operator positions.
11. All time spent training or operating in a particular area is credited toward qualification in that area. It is the responsibility of the trainee and his supervisor to maintain a record of such time.
12. Employees currently holding permanent positions in the plant will be given time to fulfill the qualification requirements in any area in which they are "qualified" at the signing of this agreement (note that qualified under this program is equivalent to certified in the old program).
13. It is expected that all plant employees will progress through the training program and advance to the next classification. If it becomes evident that an Employee is unable to continue in the Plant training progression system, he will, in consultation with the Union, be withdrawn from the training program. The employee is required to bid on the next available positions for which he is qualified until he is successful in moving out of the plant.
14. Training in progress will not be interrupted by shift transfers from another crew.
15. The Plant Operations Training Committee will meet as required, but at least every three months to review the progress of training.

LINE OF PROGRESSION

Plant Trainee (entry level position)



Plant Trainee I (qualified in one area)



Plant Trainee II (qualified in two areas)



Thickener/Fines	Heavy Media	Dryer
Each requires 750 hours (four months) for qualification		
Training Is Mandatory		



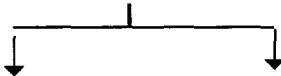
Plant Operator



Loadout	Firewatch	Control Room
Firewatch Checklist		
Training Optional		



Plant Operator I
eligible to work temporary shutdowns
eligible to bid on Plant Control Room and
Senior Plant Operator Positions



Plant Control Room Operator
bid position

Senior Plant Operator
bid position

\$500.00 RRSP

Effective October 1, 1998, the Company will deposit, on behalf of each active employee, on a one time only basis, a sum of five hundred dollars (\$500.00) to an individual Registered Retirement Savings Plan established by the Company.

An employee may elect to receive payment of the above mentioned RRSP contribution directly, subject to payment of all statutory withholdings, and waive the transfer of payment to his individual RRSP.

The letters of understanding in Exhibit B were reviewed during negotiations and agreed to,

FOR THE UNION

FOR THE COMPANY

D. COLE
(Vice President,
Business Agent)

M. ENNIS
(General Manager)

**SCHEDULE OF MINIMUM HOURLY WAGE RATES
APPLICABLE TO THE APPRENTICESHIP
TRAINING PROGRAM**

FOUR YEAR PROGRAM

(Percentage of Journeyman Rate)

Beginning	80%
Successful Completion Year #1	85%
Successful Completion Year #2	90%
Successful Completion Year #3	95%

THREE YEAR PROGRAM

(Percentage of Journeyman Rate)

Beginning	80%
Successful Completion Year #1	90%
Successful Completion Year #2	95%

**EXHIBIT B
LETTERS OF UNDERSTANDING**

PRINTING OF COLLECTIVE AGREEMENTS

The Company and Union agree to split the costs of printing of the Collective Agreement.

PROFICIENCY CERTIFICATES

Any employee who has obtained one or more of the following listed E.R.C.B. Proficiency Certificates and who may utilize such proficiency in the course of his employment shall receive an additional fifteen cents (\$.15) per hour above his regular rate. These premiums shall also apply to Maintenance "A" or "B" tradesmen who have two Journeyman certifications and who may utilize both in the course of their employment. An employee is only to be paid this additional premium once.

ELIGIBLE PROFICIENCY CERTIFICATES

Provincial Mine Manager
Provincial Strip Foreman
Provincial Blaster
Electrician
Mechanic

ELIGIBLE NON E.R.C.B. CERTIFICATES

Pressure "B" Welder

The Company reserves the right to limit the number of such endorsements to two for payment, and anyone else using their pressure "B" ticket will be paid for hours spent that required the pressure ticket.

Pressure "B" welding certification will be an addition to the trades upgrading allowance referred to in Article 8.07 for those Journeymen receiving the proficiency premium.

LIGHT MOBILE EQUIPMENT

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Training Is Mandatory		



Plant Operator

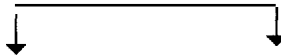


Loadout	Firewatch	Control Room
Firewatch Checklist		
Training Optional		



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