

This Agreement is made the 14<sup>th</sup> day of May, 1998, effective on the 1<sup>st</sup> day of October, 1997.

SOURCE	
Wages EFF.	
TERM.	
No. OF EMPLOYEES	1600
NOMBRE D'EMPLOYÉS	1600

**BETWEEN:**

**COMINCO LTD.**

**(hereinafter called "the Company")**

**OF THE FIRST PART**

**AND:**

**THE UNITED STEELWORKERS OF AMERICA,  
Local 9417**

**(hereinafter called "the Union")**

representing certain employees working at the Polaris Operation Mine and Mill facilities located on the southern tip of Kingmik Point on Little Cornwallis Island in the Northwest Territories.

**OF THE SECOND PART**

The parties, therefore, agree:

**ARTICLE 1 EMPLOYEES GOVERNED BY THIS AGREEMENT**

**1.01** The word 'employee' as used in this agreement means all permanent (indeterminate-term) employees of Cominco Ltd. at its Polaris Operation, as defined above in the preamble, excluding Forepersons and Shifters and those above, casual employees (determinate-term), office, clerical and technical employees, surveyors and engineers and those operating in a professional capacity.

**1.02** Words importing the masculine gender shall include the feminine.

**1.03** The word "person", where used in this Collective Agreement, indicates someone who is not an 'employee' as defined in Marginal Paragraph 1.01.

**ARTICLE 2                    UNION RECOGNITION**

**2.01**     The Company recognizes the Union as the exclusive representative, for the purpose of conducting collective bargaining for employees (as defined in Marginal Paragraph 1.01) covered by this Agreement, as long as the Union retains its right to conduct collective bargaining of such employees under the law.

**ARTICLE 3                    TERM OF AGREEMENT**

**3.01**     This Collective Agreement shall remain in effect from the date of ratification until and including the 31<sup>st</sup> day of December 2001. In the event closure is delayed beyond 2001, the parties agree the entire provisions of Articles 22.04 and 26 shall flow through, unchanged, to the next agreement.

**3.02**     Where the parties are engaged in negotiations for a new collective agreement, and no agreement is reached prior to the expiry of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until the negotiations are discontinued by either party.

**ARTICLE 4                    RIGHTS RESERVED TO MANAGEMENT**

**4.01**     The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

**4.02**     Nothing contained in the Agreement shall be deemed to obligate the Company to continue to operate the Polaris Operation in whole or any part thereof.

**4.03**     The Company shall always have the right to hire, to discipline, to demote, to discharge employees for just and sufficient cause, and to retire an employee at age sixty-five (65). The Company agrees, however, not to impose disciplinary demotions. The selection of supervisors, acting supervisors and lead hands shall be entirely at the Company's discretion.

**ARTICLE 5                    NO DISCRIMINATION**

**5.01**     The Company and Union agree that there shall be *no* intimidation or discrimination for any reason against any employee or person employed by the Company, The Company agrees that there shall be no intimidation or discrimination against any employee by reason of his legitimate activities as a member, shop steward,

or officer of the Union. The Union agrees that there shall be no intimidation or discrimination on its part toward any employee of the Company, nor any member of management of the Company (permanent or acting), nor any person who is employed or contracted by the Company, by reason of his not being a member of the Union.

**ARTICLE 6            NO STRIKES OR LOCKOUTS**

**6.01** The Company shall not cause or direct any lockout of employees during the life of the Agreement; and neither the Union nor any representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slowdown on the part of any employee *or* group of employees during the life of this Agreement.

**ARTICLE 7            UNION ACTIVITIES ON COMPANY TIME**

**7.01** No person and/or employee shall solicit membership in the Union or any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour organization activity on paid Company time or within the mine, mill and ancillary facilities of the Company, except to the extent expressly provided for in this Agreement. The accommodation complex is excluded from this article except for those employees who are assigned to work in or at the complex, but only while they are on duty.

**7.02(a)** During the first calendar year from date of ratification of this agreement, the Company shall pay 200 hours Union business time for the purposes of Union representatives carrying out the business affairs of the Union relating to grievance administration and Shop Steward training.

**(b)** During the remaining life of the agreement, the Company shall pay 80 hours per calendar year Union business time for the purposes of Union representatives carrying out the legitimate business affairs of the Union.

**(c)** The Company will pay the Union President or his designate a maximum of 11 hours per month Union business time for attending to the general business affairs of the Union. This time shall not be cumulative and will expire on a monthly basis if not used.

**(d)** In no event will overtime rates be paid for any Union representative time paid by the Company.

**ARTICLE 8            LEAVES OF ABSENCE FOR UNION PURPOSES**

**8.01** On thirty (30) calendar days notice and by written application from the local

Union, the Company agrees to grant unpaid leave of absence of up to three (3) years to one employee elected by the local Union for the purposes of servicing the business needs of the Local. Such leave may be extended by mutual consent and will be continued only so long as the employee retains his elected position in the Union,

**8.02** Subject to the operating requirements of the Company and upon written application with sixty (60) calendar days notice, leave of absence without pay shall be granted for employees to attend labour conferences, labour seminars *or* labour contract negotiations. Requests for such leave must be made in writing to the Superintendent, Personnel and Administration. The maximum number of days leave under this Marginal Paragraph 8.02 for all Local 9417 employees shall be limited to fifty (50) working days per year.

**8.03** Time spent under articles 8.01 and 8.02 above will be counted toward the employee's service and seniority.

**8.04** The benefit programs, described in this Agreement will be available to employees granted leave under Marginal Paragraph 8.01. The employees on leave will be required to pay the full cost of the premiums for these plans. Coverage under the plans will continue so long as the employees meet the requirements of Marginal Paragraph 8.01 and continue to pay the required premiums. Invoices for the premiums will be sent to the Union Local and are payable upon receipt.

## **ARTICLE 9 SAFETY AND HEALTH**

**9.01** The Company and the Union, recognizing the benefits to be gained from a safe and healthy place of employment, agree that they shall cooperate in promoting the prevention of accidents and the elimination of health hazards.

**9.02** The Company and the Union shall establish and operate a Joint Safety and Health Committee consistent with the legislative requirements of the Mine Health and Safety Act and Regulations of the Northwest Territories.

**9.03** The responsibilities of the Joint Committee will be to:

- (1) Ensure monthly inspections of the mill, mine, cement rockfill plant, barge, concentrate storage shed, loadout facilities, accommodation and surface facilities.
- (2) Meet quarterly to take up such safety and health matters which may be brought before it by either the Union or the Company.
- (3) Ensure all accidents involving fatalities and disabling injuries and incidents involving or having potential for loss of time by an employee are

investigated, and make recommendations for remedial or preventive action.

- (4) Recommend modifications to any of the safety procedures, practices, policies and guidelines.

**9.04** An employee may refuse to carry out any work or operate any equipment, tool or appliance if he or she has reasonable cause to believe that to do so would endanger the health or safety of any person. If an employee refuses to carry out work under this Marginal Paragraph, the provisions of Part 4 of the Mine Health and Safety Act and Regulations shall be adhered to.

**9.05** Copies of the Company's Safety Rules and Regulations will be made available to the Union and to all employees for the activities in which they are employed.

**9.06** The time spent by employees in performance of their duties as members of a Joint Safety and Health Committee shall be paid for by the Company to a maximum of five hundred and fifty (550) hours per year. Additional hours will be granted beyond the 550 hours to allow the Committee to meet their statutory requirements by the Mine Manager.

**9.07** Initial issue of boots, coveralls, parka, balaclava, interware, bama liners and gloves shall be at the Company's expense. Replacements will be at the Company's expense provided:

- (1) The item is worn out and deemed irreparable and unusable.
- (2) The worn item must be returned for assessment and replacement by the Company.
- (3) Replacement of items not returned shall be replaced at the expense of the employee.
- (4) Where, in exceptional circumstances the employee requires a pair of speciality boots, which are not available in the warehouse, he may purchase them off-site.

Boots must meet CSA standards.

Replacement for boots purchased off-site shall not exceed \$150 per year. When submitting an original receipt for reimbursement, employees must return the worn boots.

If, in exceptional circumstances, apparel or clothing is damaged beyond normal wear and tear through use on the job, the employee may present the item to his foreman or

designate for consideration of replacement on an exception basis.

All items covered by this article must be used exclusively in the course of employment by the employee on-site at Polaris Operations.

**9.08 (a) Hard Hats, Miner's Belts, Non-Prescription Safety Glasses, and Hearing Protection**

Initial issue of hard hat, miner's belt, non-prescription safety glasses, hearing protection will be at the Company's expense. Replacements will be at Company expense provided:

- (1) The item is deemed worn out or unusable by the Loss Control Coordinator or his designate.
- (2) The item being replaced is returned for disposal at the time of replacement.
- (3) In the event the replaced item is not returned, the cost shall be shared on a 50% split between the Company and the employee.

**(b) Specialty Clothing**

Specialty clothing or equipment required for specific assignments will be provided by the Company on a loan basis and must be returned on completion of the assignments. Failure to return the articles will result in the employee being charged at cost.

**9.09** Beyond what is contemplated in Article 9.07 and 9.08, the Company shall continue to furnish protective equipment and other safety devices in accordance with present practices, subject to such improvements or changes as may be implemented from time to time.

**ARTICLE 10 BULLETIN BOARDS**

**10.01** The left side of the bulletin boards located in the shops' lunchroom, the mill lunchroom, the mine lunchroom and by the commissary in the accommodation building shall be available for the Union's use. This bulletin board space is to be used to post information pertaining to Union business affairs, meetings and committee reports. Posting of any other material must be by mutual agreement between the Company and the Union.

**ARTICLE 11 SENIORITY**

**11.01** There shall be two types of seniority:

- (a) **Polaris Seniority:** established and calculated on the basis of the employee's total service whether continuous or broken at Polaris Operations;
- (b) **Department Seniority:** established on the basis of service in a department of Polaris Operations (i.e. Mine, Mill, Maintenance, Housekeeping and Janitorial, Surface, and Warehouse operations).

**11.02** Employees shall not accrue any seniority until they have completed their probationary period. Upon completion of the probationary period, seniority will be calculated from their date of hire. The probation period is the first two consecutive contracts worked from the last date of hire. During this period, the Company may terminate such employees for any reason, without reference to any provisions of this Agreement. Union activity shall not be considered as sufficient reason for discharge under this Marginal Paragraph. This marginal paragraph shall not apply to former employees who have completed their probation period and are laid off and recalled under the terms of this Agreement.

**11.03** In all cases of promotion, demotion and transfer, a senior employee shall have preference provided such employee has relatively equal qualifications, aptitudes, knowledge, skills and physical abilities required for the position. For the purposes of promotion and demotion within the department, the consideration shall be based on Departmental Seniority. For the purposes of transfers, the considerations shall be based on Polaris Seniority. Determination of qualifications, aptitudes, knowledge, skills and physical abilities shall be made by the Company in a fair and equitable manner. The question of whether the Company has made such determination in a fair and equitable manner shall be subject to the grievance procedure.

**11.04** A promotion occurs when an employee moves to a vacancy in a higher job classification within a department. An employee shall not be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another involving no change in standard hourly rate, shall not be considered as a promotion, demotion or transfer for the purposes of this article. A transfer shall be considered as a move from one department to another.

**11.05 (7)** Permanent job vacancies which the Company wishes to fill will be posted for five (5) weeks on the bulletin boards. Applications from employees will be accepted for the duration of the posting. Applicants must meet the qualifications for the posting to be considered. Employees will be awarded the job based on the criteria in marginal paragraph 11.03.

**(2)** Employees who are offered jobs under this marginal paragraph and subsequently turn down the offer, will not be eligible to bid on any postings for one (1) year.

(3) Employees who accept the job but are unable to perform the job to an acceptable standard by the end of their first block will be removed from the job. The Company will place the employee elsewhere in the Polaris Operation depending upon his Polaris Seniority and qualifications.

(4) During the posting period, the Company may fill the vacancy, without regard to the seniority provisions in this article.

**11.06 (1)** In the event of a reduction of manpower, the Company shall identify the departments and the jobs which are to be reduced. Employees who are affected by the reduction must first use their Department Seniority to bump a less senior employee who is at the same or lower job class in their department, providing they are able to perform the job satisfactorily. In this event, there shall be no bumping between trades by tradesmen.

(2) In the event a reduction of manpower necessitates layoffs, employees will be laid off in inverse order of their Polaris Seniority, competency considered. In order to avoid the layoff, employees may bump other employees with less Polaris seniority in another department providing they are able to perform the job after being given a maximum of one hundred and sixty (160) hours of training. Prior to being laid off, tradesmen shall be restricted to bumping into entry level jobs in other departments.

**11.07** In the event of layoff from the Operation, employees shall have recall rights for future job vacancies for which they are qualified, in order of their Polaris Seniority at the time of layoff. The Company agrees no new employees shall be hired at the operation concerned until those laid off have been recalled, except in cases where job requirements preclude those on layoff. It shall be the responsibility of former employees on the recall list to notify the Personnel and Administration Department of any changes in their postal address. Former employees shall be notified by the Company, either personally, by telephone or by registered mail at their last known address of the date on which they are to report and should they fail to report, they shall lose the right of re-employment. In no case shall the Company be obligated to re-employ any former employee who has been laid off for more than twelve (12) months.

**11.08** This article shall apply to apprentices, except that the Company retains the right to select apprentices and terminate apprentices prior to completion of their Apprenticeship Program. The decision on whether or not an apprentice who completes the program is promoted to Journeyman status rests entirely with the Company.

**11.09 Temporary Assignment:** the current practice of assigning employees on a temporary basis between seniority units or within seniority units will continue without regard to the seniority provision of the Collective Agreement.



## **ARTICLE 12            GRIEVANCE PROCEDURE**

**12.01** The parties agree that it is desirable that any complaints or grievances should be settled as quickly as possible. Employees are therefore urged to try to settle their complaints with their immediate supervisor as soon after they arise as possible.

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

### **12.03 - Stage 1**

Within thirty (30) calendar days after the alleged grievance has arisen or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, with or without their Shop Steward in attendance, may present the grievance, which shall be stated in writing, to their immediate supervisor. Failing settlement to their satisfaction within five (5) calendar days, the employee(s) may proceed to Stage 2.

### **12.04 - Stage 2**

Within five (5) calendar days from the time a decision was made or should have been made under Stage 1, the employee(s) concerned, with or without their Shop Steward in attendance, may present the written grievance to their Superintendent. The Superintendent may appoint members of his staff, or members of the Personnel Department, to assist him in investigating the dispute. Failing satisfactory settlement within five (5) calendar days at this Stage, the grievance may proceed to Stage 3.

### **12.05 - Stage 3**

Within five (5) calendar days after a decision was made or should have been made by the Company under Stage 2, the Union will, by written notice to the Company, declare the Union's position at Stage 2. Not later than thirty (30) calendar days following the Union's declaration, the Union may, by written notice to the Company, refer the dispute to arbitration. Within ten (10) calendar days following receipt of such notice, the Company and Union will select one Arbitrator from the following list of Arbitrators:

1.        M. Chertkow
2.        R. Germaine
3.        S. Kelleher
4.        D. Larson

The selection of an Arbitrator shall be by alphabetical order. If an Arbitrator is not available to act within a period acceptable to the Company and the Union, the parties may select the next name in alphabetical sequence, until an Arbitrator is retained. The

selection of an Arbitrator for the next arbitration shall commence with the next name in alphabetical sequence. If the parties cannot mutually agree upon an Arbitrator within the ten (10) calendar days, the appointment shall be made by the Federal Minister of Labour, upon request of either party.

The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the Arbitrator. The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) calendar days following the arbitration, render his decision.

**12.06** A dispute shall be deemed to be abandoned and all rights of recourse ended, unless:

(1) the dispute is submitted under Stage 1 within thirty (30) calendar days after the occurrence of the act, the decision giving rise to the act, or from the time an employee should reasonably have known of such an act;

(2) the dispute is advanced to Stage 2 and 3 within five (5) calendar days after a decision was made or should have been made;

(3) the dispute is advanced to arbitration within thirty (30) calendar days following the Union declaration at Stage 3.

**12.07** A grievance alleging unjust discharge must be presented at Stage 2 of the grievance procedure within five (5) calendar days of the discharge. The Company will notify the Union of all discharged employees on the date of discharge.

**12.08** The Company shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Union. Failing a satisfactory settlement within five (5) calendar days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to arbitration in accordance with this Article.

**12.09** While disputes are being investigated and settled, the employee(s) and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where an employee(s) has been discharged by the Company, he shall not remain in the employ of the Company while his case is being investigated and settled. Where an employee(s) has been suspended or discharged, and it is decided by arbitration that he or they were unjustly suspended or discharged, he or they shall be reinstated, and the same Arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the employee(s) concerned, and his decision shall be final.

**12.10** If it is necessary for a Shop Steward to take time off during working hours in connection with a grievance, he must first receive permission from his immediate supervisor. Subject to the operating requirements of the Operations, such permission will not be unreasonably withheld.

**12.11** The procedure for settling disputes set out in this Article shall be strictly adhered to, but the Union shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Company at Stage 2 where:

(1) there is no aggrieved employee(s) able to be identified at the time the dispute arose; *or*

(2) the grievance involves Company policy, in which case the grievor or grievors who can be identified shall be named on the face of the grievance form.

### **ARTICLE 13**      *HOURS OF WORK AND SCHEDULES*

**13.01** For the purposes of this Agreement:

(1) 'day' is defined as a twenty-four (24) hour period commencing at a starting time designated by the Company;

(2) 'week' is defined as a seven (7) day period commencing at a day and time designated by the Company;

(3) 'block' is defined as a group of weeks of work followed by a group of weeks of rest, commencing on a date designated by the Company;

(4) 'contract' is defined as the group of weeks of work in a block;

(5) 'R&R' is defined as the group of weeks of rest in a block.

The Company shall determine the hours worked in a day, the days worked in a week, the weeks worked in a block, the days of rest in a block and the length of a block. The Company may also change an employee's block to meet operational requirements.

**13.02** The day shift start time and the night shift start time will be designated by the Company, and posted in each department. The Company may vary starting and stopping times, department to department and crew to crew depending on operational requirements.

**13.03** The Company shall provide for at least one (1) day of rest in each week and shall determine when it falls.

**13.04 (a)** Each shift is broken by two (2) paid rest breaks, and a one (1) hour unpaid lunch break. Scheduled times for these breaks are generally at the midpoints of each half of the shift and the midpoint of the shift, but may be scheduled otherwise to meet operating requirements. Lunch breaks are paid when the department operation is continuous, and/or when an employee works a full shift underground.

**(b)** Rest breaks for shifts of ten (10) hours duration or more shall be one-half (1/2) hour long. Rest breaks for shifts of less than ten (10) hours duration shall be fifteen (15) minutes long.

**(c)** Paid lunch breaks are a maximum of one-half (1/2) hour duration for departments in continuous operation. Employees assigned to work the full shift underground shall be entitled to a paid one (1) hour lunch break.

**(d)** All paid breaks shall be taken at the convenience of the operation. Breaks interrupted or rescheduled due to operational requirements shall not result in any additional compensation.

#### **ARTICLE 14            RATES OF PAY AND OVERTIME**

**14.01**            The following Job Classes, Job Titles and Hourly rates are in effect as at the date of this Agreement:

<u>Job Class</u>	<u>Job Title</u>	<u>Hourly Rate</u>
1	Housekeeper	15.22
2	Warehouseman I Labourer Barge Janitor	16.36
3	Serviceman Apprentice I Mine Nipper	16.95
4	Operator 5 - Concentrator Tool Crib Attendant Warehouseman 2	17.58
5	Apprentice 2 Truck Driver 2	18.15

<b><u>Job Class</u></b>	<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
6	Operator 4 - Concentrator Miner 4 Truck Driver 1	18.72
7	Equipment Operator 3	19.32
8	Warehouseman 3 Operator 3 - Concentrator Apprentice 3 Equipment Operator 2 Tireman Oiler	19.94
9	Warehouseman 4 Miner 3 Diamond Drill Helper	20.53
10	Equipment Operator 1 Operator 2 - Concentrator Welder 2 Mechanic 2 Surface Crusher Operator CRF Plant Operator	21.10
11	Apprentice 4	21.71
12	Operator 1 - Concentrator	22.29
13	Crane Operator Miner 2 Diamond Drill Operator	22.89
14	Welder 1 Mechanic 1	23.47
15	Journeyman Miner 1	24.07
16	Instrument Mechanic	24.66

The hourly rates of pay included in the wage scale shall be increased as follows:

<u>Effective Date</u>	<u>Increase</u>
October 1, 1997	2% across the board
October 1, 1998	2% across the board
October 1, 1999	\$600 cash payment
October 1, 2000	\$600 cash payment
January 1, 2001	\$400 cash payment

**Cash Payment:** \$300.00 cash payment payable to all employees on roll at the date of ratification. Payment will be made on the second payday following the date of ratification.

**14.02** Leadhands are appointed by the Company to assign work to other employees where there is no regular supervisor available. Leadhands shall continue to perform their own work. A Leadhand shall be paid two (2) Job Classes above the assigned employee's regular Job Class. The rate for a Leadhand Journeyman Instrument Mechanic shall be \$25.87 per hour.

**14.03** Employees shall be paid the hourly rate of pay for the job class in which they are working.

**14.04** Hours worked in excess of eight (8) in a day, or forty (40) in a week will be paid at one and one-half (1-1/2) times the hourly rate. Partial hours worked shall be paid in quarter hour increments.

**14.05** The Company may develop new or changed jobs within the present job classes. When this occurs, the Company will notify the Union of the job class, job title and the hourly rate of pay. If the Union disagrees with the job class and hourly rate of the new or changed job, they shall inform the Company and attempt to reach agreement. If agreement is not reached, the Union may refer the matter to arbitration as per Marginal Paragraph 12.11. A decision by an arbitrator under this marginal paragraph cannot place a job beyond the existing wage structure in Article 14, nor can the arbitrator add other job class increments in the existing wage structure.

**14.06** An employee, temporarily assigned to another job from his regular job, shall be paid the hourly rate of the job to which he has been assigned provided such rate is not less than that of his regular job. If that rate is less, he shall be paid the rate of his regular job.

**14.07** An employee who is called out to work, by a supervisor, at a time other than his scheduled shift and does report to work, shall receive a minimum pay of four (4) hours at straight time rate.

**14.08** Mine Rescue and Fire Brigade members appointed by the Company shall be paid a stipend of twenty-five cents (.25¢) per hour for all hours worked. There shall be no compounding of this premium for any reason.

**14.09** The Company shall pay (\$0.60) sixty cents per hour of work for all hours worked between 7:00 p.m. and 7:00 a.m. There shall be no compounding of this rate for any reason.

**ARTICLE 15 LEAVE**

**15.01 Bereavement Leave:** On application by an employee to his Superintendent, Bereavement Leave without pay for one (1) calendar week shall be granted in the event of death in the employee's immediate family. Immediate family shall include; spouse, daughter, son, mother, father, brothers, sisters, stepchildren and grandchildren of the employee. The Company will arrange and pay for airfare to the employee's home or location of the funeral, whichever is closer. In the event of Bereavement Leave for in-laws, the Company will pay for a return airfare to Edmonton.

**15.02 Compassionate Leave:** Employees may request compassionate leave in the event of a life threatening emergency involving the employee's; spouse, daughter, son, mother, father, brothers, sisters, stepchildren and grandchildren. Life threatening emergency shall be defined as an accident or illness where it is probable death will occur prior to the employee's next regularly scheduled travel rotation. The Company reserves the right to make appropriate inquiries to verify such emergencies. Upon approval, the Company shall arrange and pay airfare to the employee's residence or location of the emergency, whichever is closer. In the event of Compassionate Leave for in-laws, the Company will pay for a return airfare to Edmonton.

**15.03 Personal Leave:** Employees may apply for Personal Leave to attend special events or other matters relating to the employee's family. The department head may grant Personal Leave at his or her discretion. In cases where personal leave involves travel in excess of regular rotational travel, any additional costs will be at the employee's expense. Subject to the Company being able to meet its operating requirements, this leave will not be unreasonably withheld.

**ARTICLE 16 STATUTORY HOLIDAYS**

**16.01** The following statutory holidays are recognized:

- |                  |                 |               |
|------------------|-----------------|---------------|
| New Year's Day   | Good Friday     | Victoria Day  |
| Canada Day       | Civic Holiday   | Labour Day    |
| Thanksgiving Day | Remembrance Day | Christmas Day |
| Boxing Day       |                 |               |

**16.02** All hours worked by an employee on a statutory holiday will be paid at the overtime rate. In addition, employees who work on a statutory holiday will receive the number of hours they normally work in a day, paid at their appropriate rates as statutory holiday pay. Overtime rates will not be compounded.

**16.03** Employees will receive statutory holiday pay for the number of hours they normally work in a day, paid at appropriate straight time and overtime rates, for statutory holidays that fall during their scheduled R&R, providing they qualify under Marginal Paragraph 16.04 (1).

**16.04** Employees are not entitled to be paid statutory holiday pay if:

- (1) they are absent without approved leave for any reason from their scheduled shift either immediately before or immediately after the statutory holiday;
- (2) they are sick off-site or on-site, or are being paid a sick benefit, or are receiving W.C.B. benefits;
- (3) they are on unpaid extended leave;
- (4) when apprentices are attending school and received their regular pay on the day the statutory holiday fell.

## **ARTICLE 17            CONCENTRATOR OPERATOR JOB PROGRESSION**

**17.01** The job progression and training program for the Concentrator consists of five (5) stages. Operating requirements and employee qualifications, knowledge, skill and proficiency, as determined by the Company, shall govern the rate of advancement through the progression. New employees and transferred employees from another department, entering the concentrator operator job progression, shall have their qualifications, knowledge, skills and proficiency reviewed, and may be assigned by the Company, to a level other than entry level.

**17.02** The Concentrator Operator progression shall have the following structure:

<u><b>Job Title</b></u>	<u><b>Qualifications</b></u>
Operator 5	Basic mill duties, reagent mixing.
Operator 4	Dewatering operation.
Operator 3	Grinding operation.
Operator 2	Flotation operation.
Operator 1	Tailings operation, proficient in overall mill operations.



**17.03** Employees in this progression may be assigned any job in the progression for which they have been trained, or assigned to the CRF Plant. Employees will retain the rate of pay for their job class during these assignments.

**17.04** An employee who does not attain the required level of skill, knowledge and proficiency may be placed in a job in accordance with the terms of this Agreement. The Company shall determine the employee's attained level of skill, knowledge and proficiency in a fair and equitable manner. The question of whether the Company has made such determination in a fair and equitable manner shall be subject to the grievance procedure.

## **ARTICLE 18            SURFACE OPERATOR PROGRESSION**

**18.01** The job progression and training program for Surface Operators consists of six (6) stages. Operating requirements and employee qualifications, knowledge, skills and proficiency as determined by the Company, shall determine the rate of advancement through the progression.

**18.02** The Surface Operator Job Progression has the following structure:

<u><b>Job Title</b></u>	<u><b>Qualifications</b></u>
Truck Driver 2	300 hours combined for the 8000 Fuel Truck, 8000 Dump Truck, 8000 Calcium Truck, 7000 Pamo Truck
Truck Driver 1	100 hours - 8000 (y/w) Fuel Truck 200 hours - Blue Bird Passenger Bus 300 hours - CAT D30, D35 Trucks
Equipment Operator 3	400 hours combined for the CAT V200 Forklift, CAT IT-28/38 Forklift
Equipment Operator 2	300 hours - CAT 980C/988 Loader
Equipment Operator 1	250 hours - CAT D9 Tractor 250 hours - CAT 140G Grader Successfully complete the NWT Heavy Equipment Operator Examination
Crane Operator	150 hours combined for the CAT 225 Backhoe, P&H 20/50 ton cranes

**18.03** Prior to entering the Surface Operator Job Progression, employees must meet the experience, skill and qualifications requirements to be considered a Truck Driver 2. Employees who do not meet those requirements will be considered a Labourer. New employees and transferred employees from another department, entering the Surface Operator Job Progression, shall have their qualifications, knowledge, skills and proficiency reviewed, and may be assigned by the Company, to a level other than entry level.

**18.04** Employees in this progression may be assigned any equipment in the progression for which they have been trained. Employees will retain their rate of pay for their regular job class during these assignments.

**18.05** An Employee who does not attain the required level of skill, knowledge and proficiency may be placed in a job in accordance with the terms of this Agreement. The Company shall determine the employee's attained level of skill, knowledge and proficiency in a fair and equitable manner. The question of whether the Company has made such determination in a fair and equitable manner shall be subject to the grievance procedure.

**18.06** In order for an employee to maintain his standing within the progression, he may be required to successfully complete annual examinations.

**ARTICLE 19            MINE CONSTRUCTION AND PRODUCTION JOB  
   PROGRESSION**

**19.01** The job progression and training program for the Mine shall consist of four (4) stages. Operating requirements and employee qualifications, knowledge, skills and proficiency, as determined by the Company, shall determine the rate of advancement through the progression. New employees and transferred employees from another department, entering the progression, shall have their qualifications, knowledge, skills and proficiency reviewed, and may be assigned by the Company, to a level other than entry level.

**19.02** The Mine Job Progression is based on the accumulation of points and shall have the following structure:

<i>Job Level</i>	<i>Required Points</i>
Miner 4	0 - 19
Miner 3	20 - 49
Miner 2	50 - 79
Miner 1	80 or more

**19.03** The point system for the Mine progression is as follows:

<i>Equipment</i>	<i>Experience</i>		<i>Points</i>
	<i>Hours</i>	<i>Shifts</i>	
<b>Construction</b>			
ST 2-B Scooptram	66	6	2
Swellex Bolting	55	5	2
Dux Hi-lift	66	6	3
Dux Equipment	66	6	4
Cable Bolting	66	6	4
OXY - Acetylene Burning	66	6	5
Timber & Concrete	110	10	8
Shotcrete	110	10	8
950 A & B	220	20	8
Case W-20	55	5	3
Cat D-8 Dozer	275	25	10
Airtrack	220	20	10
Hydrofore	220	20	10
BBC 100 (lizzy)	220	20	10
Raise Bore Helper	220	20	10
Grader J.D.	330	30	15
<b>Production</b>			
413 Truck	88	8	5
426 Truck	165	15	8
Rockbreaker	88	8	5
Crushers	66	6	5 each
ST 8 Scooptram	275	25	10
Remote Control Scoop	275	25	20
Teledyne Scaler	110	10	10
Blasting (Development)	330	30	15
Tamrock Bolter	385	35	20
Copco Boltec	385	35	20
Copco Jumbo	495	45	40
Long Hole Blaster	330	30	15
Tamrock SOLO's	385	35	20 each
Raise Bore Op.	550	50	40
Mine Rescue Team Member			10
Mine Rescue First Aid			5
General Skills (see below)			6
Atlas Copco Quarry Drill	385	35	20

**19.04** In order to maintain points awarded from training, employees may be required to successfully complete annual examinations at the Company's discretion.

**19.05** The Company may assign employees to train on any piece of equipment included in the Program. The Company may assign an employee to work on any piece of equipment for which they have been trained.

**19.06** An employee who does not attain the required level of skill, knowledge and proficiency may be placed in a job in accordance with the terms of this Agreement. The Company shall determine the employee's attained level of skill, knowledge and proficiency in a fair and equitable manner. The question of whether the Company has made such determination in a fair and equitable manner shall be subject to the grievance procedure.

## **ARTICLE 20            VACATION PAY**

**20.01** Employees will be paid vacation pay at six percent (6%) of their remuneration which includes all hours worked at straight time and overtime rates, and Gainshare payments. Vacation pay will be paid on the last pay period of each contract.

## **ARTICLE 21            EXTENDED LEAVE**

**21.01** Employees who achieve five (5) years of continuous service at Polaris Operations qualify for eight (8) weeks of unpaid Extended Leave. Employees will requalify every five (5) years after the initial qualification providing their service is unbroken. If an extended leave is not used during the five (5) year period following the date it was earned, it will be forfeited.

**21.02** Extended leave is optional and may be scheduled at any time during the five (5) year period after qualifying. Employees will pay for 50% of the cost of all benefit premiums while on extended leave.

**21.03** Employees who wish to take this leave must first apply to their Superintendent for approval at least four (4) months in advance. Scheduling will depend on the operational requirements of the Company.

**21.04** The leave may be broken into two (2) periods, however, these leaves must be scheduled at least six (6) months apart. Leaves must begin at the beginning of a contract or at such other date as approved by the department Superintendent. The R&R will remain as scheduled. The scheduling of Extended Leave shall not result in an extra flight either during the employee's contract or his R&R.

**21.05** Employees' spouses who have not yet qualified for an allotment of Extended Leave may be advanced their allocation of Leave to take with their spouse, but, in no event shall any employee be granted more than eight (8) weeks of Extended Leave for each five (5) years service.

**ARTICLE 22      AIR TRAVEL**

**22.01** The Company will assist employees with their air travel costs between the closest major airport in Canada to their home and Polaris. The Company shall determine the most direct and economical route, and make the appropriate bookings and accommodation, if necessary. Employees who change their address so that their air transportation costs increase, will not be assisted by the Company for the increase or any part of it. Employees hired after the effective date of this Agreement will receive assistance for their travel costs restricted to their point of hire, which shall be determined by the Company.

**22.02** Any part of any scheduled contract not completed during the employee's first year of employment will result in the employee paying a prorated portion of the air transportation costs.

**22.03** Air travel and accommodation arrangements will be made by the Company. Any changes initiated by the employee, made to the dates and times of flights and/or hotels must be approved by the Company. Costs associated with these changes are the responsibility of the employee.

**22.04** A one hundred dollar (\$100) allowance is available to all employees to bring their personal effects to Polaris. This allowance is available annually and may be banked if not used. The banked allowance will be used to ship an employee's effects upon termination, but will not be paid out in cash. Upon termination from Polaris Operations, the Company shall pay to move the employees personal effects to the employee's residence by air and truck freight. Freight will be shipped at the earliest convenience of the Company and by the most economical means. The Company will pay the air and truck costs as follows:

1998	220 kgms
1999 to closure	180 kgms

Freight over the above weights will be shipped via sealift to Montreal at the next available sealift opportunity. Costs to truck freight from Montreal shall be at the expense of the employee.

**22.05 Non-Work Related Illness Travel**

If an employee, upon the recommendation of the Occupational Health Nurse, is sent off-site for a non-work related illness, he may be required to attend a medical doctor in Yellowknife. The doctor will be requested to assess the illness to determine if it is necessary for the employee to return home for treatment or convalescence. If the

period of convalescence is estimated to be 10 days or less and can be done on-site, the employee will return directly to Polaris. If the doctor estimates the period of convalescence to be more than 10 days, the employee shall be returned to his home, The Company will pay airfare to the employee's home.

If the employee is returned to Polaris for convalescence, the Company will pay airfare, hotel accommodations and a per diem of up to \$38/day while he is in Yellowknife. If after being sent home the employee returns to Polaris during the same contract, with more than three (3) weeks remaining, the Company will pay airfare to return to site. If after being sent home the employee returns to Polaris in any contract with less than three (3) weeks remaining, the employee will pay for airfare to site. The employee will have the option of remaining home if cleared to return to work with less than three (3) weeks remaining in his contract. However, if the company requires the employee to return to work, the company shall pay airfare costs for return to site.

**22.06** Employees who request block schedule changes are responsible to have the change approved and to have their flights changed, and will bear any costs associated with the change.

**22.07** Employees travelling from Polaris Operations on their regular rotation shall be paid 11 hours at straight time hourly rate. Those employees travelling to Resolute shall only be entitled to five and one-half (5½) hours at straight time rate.

## **ARTICLE 23            SHORT-TERM DISABILITY**

**23.01** The Basic Sick Leave Plan shall be administrated and funded directly by the Company, It shall only apply to illness on-site.

- (a) Employees shall accumulate one credit of 8 hours paid sick leave for each 30 days of employment to a maximum of 15 eight (8) hour credits. Employees shall not accrue credits for time spent on Basic Sick Leave, STD or LTD. Credits shall recommence accumulation upon the employee's return to work.
- (b) If an employee misses scheduled work days due to illness on-site, he shall be paid 8 hours sick leave for each scheduled shift missed. All illnesses must be confirmed by the Occupational Health Nurse.
- (c) Should the employee not have sufficient Basic Sick Leave Credits, he shall be entitled to apply for Short-Term Disability.

**23.02** The Company will arrange a Short-Term Disability Plan (the Plan) with a commercial carrier. The terms of the Plan shall become part of this Agreement. An employee is eligible for coverage on the first day after the employee completes three

(3) months of continuous service.

**23.03** The Plan will provide employees with benefits during periods of disability commencing with:

- (a) The first day in the case of an accident or hospital confinement. Hospital confinement means a period of at least eighteen (18) hours during which an employee must stay in the hospital, or when the employee is in the hospital to undergo procedures which are medically necessary and may only be performed in a hospital and involves a condition which is medically disabling.
- (b) **On-Site Illness**: Should an employee become ill on-site and remain on-site, there shall be no waiting period.
- (c) **On-Site Illness**: There shall be no waiting period if an employee becomes ill on-site, travels to Yellowknife for medical attention and returns directly to Polaris for convalescence or to return to work.
- (d) **On-Site Illness**: Should an employee become ill on-site and be referred off-site for medical treatment, the employee may attend a medical doctor in Yellowknife to confirm diagnosis, treatment plan and prognosis. Whenever possible the employee shall return to Polaris for convalescence and recovery. When the employee continues home for convalescence, a three day waiting period shall apply. In all cases, the Company may, at its discretion, request a second medical opinion, at its expense, to confirm the diagnosis, treatment plan and convalescence.
- (e) **Off-Site Illness**: Should an employee become ill off-site while on R&R, and be unable to return at the commencement of the next work rotation, the first three (3) scheduled days on the work rotation shall be a waiting period. Benefits shall commence on the fourth scheduled work day. The Company may, at its discretion, request a second medical opinion at its expense, to confirm the diagnosis, treatment, convalescence and prognosis.

**23.04** The benefit amount of the Plan is designed to provide employees with a guaranteed level of disability income. Benefits will be payable for the number of hours the employee is normally scheduled to work to a maximum of 66 hours per week. The benefits under the Plan shall be the greater of:

- (a) 66 2/3% of the employee's hourly rate, or
- (b) 66 2/3% of the employee's hourly rate calculated as 1/40th of the employee's insurable weekly earnings under the Employment Insurance

Act as amended to the date of this Collective Agreement, multiplied by all regularly scheduled hours of work lost during the period of disability subject to the requirements outlined in Marginal Paragraph 23.02 above. No benefits shall be paid under the Plan for compensable accidents, scheduled rest days on-site or R&R off-site.

**23.05** An employee shall complete and submit an application for Plan benefits to the designated Company representative, not later than three (3) calendar days after the onset of the disability. If the nature of the disability prevents the employee from submitting an application within three (3) calendar days, the employee or his representative shall inform the Company and submit an application as soon as practicable.

The application for Plan benefits shall confirm the period of disability, and that the employee was during this period under the care of the Occupational Nurse, or if the employee was medivaced, remains under the care of a medical doctor for the duration of the disability. The Company may, at its expense, require medical examinations of the employee by medical doctors chosen by the Company. Upon receipt and approval of the application for Plan benefits, benefits will be paid for the period of disability, subject to the terms of the Plan. The Company will arrange for the withholding of Income Tax from the benefit payments.

**23.06** The full cost of the premiums of the Basic Sick Leave Plan will be paid by the Company, provided however, that the employee's share of the reduction in the E.I.C. premiums resulting from the registration of the Plan will be used to offset the cost of the Plan.

## **ARTICLE 24           LONG-TERM DISABILITY**

**24.01** The Company will arrange a Long-Term Disability Plan (the Plan) with a commercial carrier. The terms of the Plan shall form a part of this Agreement. Employees will be eligible for coverage under the Plan after three (3) months of continuous service.

**24.02** The Plan will provide eligible employees with benefits during periods of disability after an elimination period of twenty-six (26) weeks. The maximum benefit period for the combined Short-Term Disability Plan described in Article 23 and this Long-Term Disability Plan will be equal to the length of service of an employee, or, if the employee has ten (10) or more years of service until age sixty-five (65), or until the expiration of the Plan as per Marginal Paragraph 24.06. In any event, all benefits shall cease at the earliest recovery from disability, return to work, retirement or death.

**24.03** During the first two years of long-term disability payments, the disability must prevent the employee from performing the duties of his normal job. After that time, the



disability benefit will continue only if the disability prevents the employee from performing *any* job for which he is reasonably qualified as a result of education, training or experience.

**24.04** Provided the employee's disability meets the terms of the Plan's insurance policy, the following benefits will be provided:

<i>Long-Term Disability Plan Monthly Benefits</i>		
<i>Job Class</i>	<i>Hourly Rate \$</i>	<i>LTD Benefit \$ Monthly</i>
1	15.22	1,483
2	16.36	1,595
3	16.95	1,653
4	17.58	1,714
5	18.15	1,770
6	18.72	1,825
7	19.32	1,883
8	19.94	1,944
9	20.53	2,002
10	21.10	2,057
11	21.71	2,117
12	22.29	2,173
13	22.89	2,232
14	23.47	2,288
15	24.07	2,346
16	24.66	2,404

**24.05 Any** disability benefits received by the employee from Workers' Compensation, the Canada Pension Plan, other government plans, an automobile insurance plan, or other employer, group insurance or any retirement plans with respect to the employee's disability will be deductible from the benefits payable under this Plan.

**24.06** Effective the date of mine closure, the "any job" definition of disability in Marginal Paragraph 24.03 will apply to all employees in receipt of benefits under this Plan. At that time, those employees who meet the "any job" definition of disability may remain on benefits provided they continue to provide satisfactory medical evidence of disability, but in any event not longer than five (5) years following the date of mine closure. Those employees who do not meet the "any job" definition of disability will cease to have benefits upon closure of the mine.

ARTICLE 25      **BENEFITS**

**25.01 Basic Medical Insurance**

The Company will reimburse employees for the cost, if any, of basic medical insurance for an employee and his family, in an employee's province of residence, upon presentation of a valid receipt.

**25.02 Extended Health Benefits Insurance**

- (7) The Company will pay the premiums of an Extended Health Benefit Plan for all employees and eligible dependents through a carrier, selected by the Company. The terms and conditions of the carrier shall form a part of this Agreement.
- (2) The features of this plan are:
  - (a) benefit year is July 1st to June 30<sup>th</sup>;
  - (b) deductible is \$25 per family, per benefit year;
  - (c) reimbursement is 80% of covered expenses after deductible is paid,
  - (d) maximum out of pocket expense is \$275 after which 100% of covered expenses are paid;
  - (e) lifetime maximum benefit is \$25,000 per family member,
  - (f) emergency out of Canada expenses are covered at 100% after the deductible is paid.
  - (g) *Vision Care* - Vision Care Plan will reimburse each employee and each eligible dependent for his or her expenditure for prescription eyeglasses and contact lenses to a maximum reimbursement of one hundred and fifty dollars (\$150.00) every two calendar years.

**25.03 Dental Plan**

- (7) The Company will pay the premiums of a Dental Plan for all employees and their families, through a carrier selected by the Company. The terms and conditions of the policy of the carrier shall form part of this Agreement.
- (2) The features of this plan are:
  - (a) routine treatment - 100% of the applicable fee schedule;
  - (b) major restorative treatment - 75% of the applicable fee schedule,
  - (c) orthodontics - 100% of the applicable fee schedule, lifetime maximum of \$1,500 per family member.

#### **25.04 Life insurance**

- (1) The Company will pay the premiums for each employee for Basic Life Insurance of \$50,000, through a carrier selected by the Company. The terms and conditions of the policy of the carrier shall form part of this Agreement.
- (2) Employees may purchase Optional Basic Life Insurance coverage in units of \$10,000, to a maximum of \$150,000.
- (3) If an employee becomes disabled and collects Short-Term Disability benefits, basic life insurance will remain in force at no cost to the employee, however, employees must continue to pay the premiums of the optional insurance. Both basic and optional life insurances will remain in force at no cost to the employee when an employee collects long-term disability benefits.
- (4) The Company will pay the premiums for each employee for Accidental Death and Dismemberment Insurance of \$75,000 through a carrier selected by the Company. The terms and conditions of the policy of the carrier shall form part of this Agreement.
- (5) Employees may purchase optional AD&D insurance in units of \$20,000 to a maximum of \$200,000.
- (6) Employees who purchase, or increase either of the optional insurances after their date of hire, may be required to complete an application and undergo a thorough medical examination by a medical doctor.

#### **25.05 Registered Retirement Savings Plan**

- (7) The Company will provide a group RRSP through a carrier selected by the Company, that all employees may join. Features of the plan include:
  - (a) employees are eligible to join after ninety (90) days of continuous employment;
  - (b) the Company will match the employee's contributions to a maximum of two percent (2%) of eligible earnings during their first year of service, and to a maximum of five percent (5%), thereafter;
  - (c) employees may direct where the contributions are invested in any combination of seven (7) funds.
- (2) Employees may open a spousal RRSP with the same features of their own.

**ARTICLE 26            POLARIS OPERATIONS CLOSURE**

**26.01 Termination - Retiring Allowance**

This program is intended for those employees represented by Local 9417 of the United Steelworkers of America, who are severed as a result of closure of Polaris Operations, or by winding down of permanent manning levels preceding final closure.

The program does not cover:

- (a) Layoffs resulting from the termination of employees hired specifically for special projects; or
- (b) Layoffs because of a temporary shutdown or a temporary reduction due to external market conditions; or
- (c) Temporary shutdown or reduction in operating capacity due to force majeure.

**Note:** for the purposes of this program, "temporary" as referred to in 1(b) and (c) above shall be defined as a period not exceeding 12 months.

**26.02 Eligibility Requirements:**

- (a) Employee must be an indeterminate term employee of Polaris Operations.
- (b) Eligibility will be based on the amount of continuous service at Polaris Operations from date of last hire.
- (c) In determining the period of continuous service from last date of hire, an involuntary severance and rehire due to a company implemented layoff, will not be considered a rehire date, provided such employee returned to work when called during his recall rights and the combined actual time on rolls (not including the period of lay off) of the two or more periods of employment total at least three years.

**26.03 Severance Allowance** – Eligible employees shall be entitled to a termination retiring allowance in the amount of 66 hours pay at their normal straight time hourly rate for each calendar year of service as defined in Article 26.02(b). Partial year's entitlement shall be pro-rate.

**26.04** The allowance under this package is not payable to an employee who severs employment of his or her own volition.

**26.05** Receipt of an allowance by an employee under this package cancels all recall rights the employee may have.

**26.06** Employees receiving an allowance under this program will be provided with counselling and/or information to enable them to understand and make informed decisions on the potential investment and tax advantages of diverting a portion or all of the allowance to a tax sheltered investment vehicle.

**26.07** There is to be no duplication of the Termination-Retirement Allowance received from Polaris Operations. If a laid off employee has received an allowance from Polaris Operations under this package, such allowance will not be duplicated, and any such payments made will be deducted from those payments which may later be payable.

**26.08 *Definition of Closure:***

For the purposes of this entire Collective Agreement, "Closure of Polaris Operations" shall be defined as a permanent cessation of the production of ore from the mine as known on February 17, 1997, and subsequent permanent cessation of operation of the concentrator as known on February 17, 1997, at the Polaris Operation.

**ARTICLE 27            GAINSHARE PROGRAM**

**27.01 - *Eligibility***

An employee is eligible to participate in the Gainsharing Plan on the first day after completing seventy (70) days of continuous service. Once eligible for gainsharing, an employee will not have to repeat the qualifying period if rehired.

**27.02** The Company will continue the Gainsharing Plan for the duration of the Collective Agreement. The Company retains sole discretion to administer the Plan including, but not limited to, modifying the Plan from time to time to reflect changes in operating conditions at Polaris Operations.

**27.03            *Gainshare Committee***

A Gainshare Committee shall be formed to meet and discuss ways and means to improve productivity. The Committee will consist of six (6) members. Three (3) hourly members including one (1) Union appointee, two (2) management members, and the Mine Manager or his designate.

The Union President and the Mine Manager shall meet and agree on the members and their alternates on the Committee.

The purpose of the Committee shall be to gather suggestions and proposals, including those related to training, geared to productivity improvement and to evaluate and make recommendations to management for their consideration. The Committee members

shall receive suggestions and proposals from any employee at any time and prepare them for discussion and evaluation.

The Committee shall meet monthly, but not less often than quarterly to achieve their purpose.

**ARTICLE 28            TOOL ALLOWANCE**

**28.01** The following tool allowances will be paid for all hours worked, but shall not form any part of the overtime rate:

<u>Trade</u>	<u>Tool Allowance</u>
Millwright	\$ .19/hour
Machinist	\$ .22/hour
Plumber/Pipefitter	\$ .16/hour
Welder	\$ .05/hour
Carpenter	\$ .07/hour
H.E. Mechanic	\$ .42/hour
Mechanic 1	\$ .39/hour
Mechanic 2	\$ .23/hour
Serviceman	\$ .11/hour
Tireman	\$ .14/hour
Electrician	\$ .16/hour
Apprentice 4	85% of the appropriate allowance
Apprentice 3	70% of the appropriate allowance
Apprentice 2	55% of the appropriate allowance
Apprentice 1	40% of the appropriate allowance

**ARTICLE 29            HUMANITY FUND**

**29.01** The Company agrees to provide the necessary administrative payroll procedures to collect employee donations to the United Steelworkers of America Humanity Fund. Employee donations shall be voluntary and shall not exceed \$20.00 per calendar year.

**ARTICLE 30            CHECK-OFF**

**30.01** The Company shall honor a written assignment of wages to the international Union (United Steelworkers of America) for union dues, initiation fees and those special assessments (excluding fines) set out in this article. It is agreed that "special assessments" as used in this article and in the assignment shall be for the following assessments only:

- (1) Assessments for death benefits under the existing plan to which the Local concerned are a party.
- (2) International Union assessments not to exceed \$5.00 per year.

**30.02** Pursuant to Marginal Paragraph 30.1, the Union will provide to the Company, in writing, the necessary details to implement the check-off of Union dues.

**30.03** Unless the assignment is revoked, the Company shall remit the dues and initiation fees to the Secretary-Treasurer of the United Steelworkers of America each pay period, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

**30.04** If an assignment is revoked, the Company shall give a copy of the revocation to the Union.

**30.05** Notwithstanding any provision contained in this article, there shall be no financial responsibility on the part of the Company for fees, dues, or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

**THIS AGREEMENT** shall be binding upon the parties hereto, jointly and severally, and upon their respective successor and assigns.

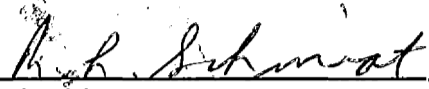
**IN WITNESS WHEREOF** Cominco Ltd. and the United Steelworkers of America, Local 9417, have executed this Agreement as of the 14<sup>th</sup> day of May, 1998.

**COMINCO LTD.**

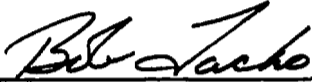
**UNITED STEELWORKERS OF AMERICA, LOCAL 9417**



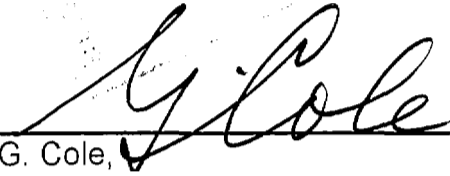
J.A. Utley,  
Vice President, Human Resources.



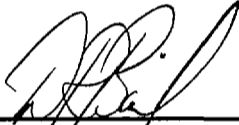
R. Schmidt,  
Assistant to the Director, District 3,  
United Steelworkers of America.



R.M. Jacko,  
General Manager, Northern Operations.



G. Cole,  
Interim President,  
USWA, Local 9417.



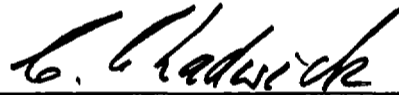
D.R. Baril,  
Manager, Polaris Operations.



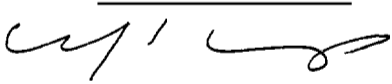
G. Kanary,  
Bargaining Committee Member.



J.T. Orr,  
Superintendent, Employee Relations,  
Kimberley Operations.



C. Chadwick,  
Bargaining Committee Member.



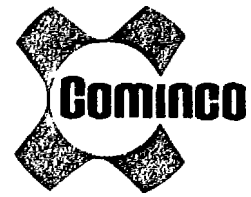
W.J. Thorp,  
Superintendent, Personnel and Admin.,  
Polaris Operations.



E. Pociwuschek,  
Interim Vice President,  
USWA, Local 9417.



2545



Polaris Mine

September 19, 1998

Mr. Bill Lewis,  
Senior Conciliation Officer, Mountain Region,  
Canada Labour Relations Board,  
Suite 500, 800 West Pender Street,  
Vancouver, B.C.  
V6C 1J9

Dear Mr. Lewis:

**Re: Collective Agreement between Cominco Ltd. and USWA, Local 9417**

Please find enclosed two (2) original signed copies of the above noted Collective Agreement.

Sincerely,

**Cominco Ltd.**

A handwritten signature in black ink, appearing to read "Bill Thorp".

Bill Thorp,  
Superintendent, Personnel and Administration,  
Polaris Operations.

**Enclosures (2)**

**Distribution List :**

Ron Schmidt, USWA District 3, Vancouver (2)  
Eric Pociwuschek, President, USWA, Local 9417 (1)

/eo



**EMPLOYER(S):** Cominco Ltd. (Polaris Mine) Ltd.

**LOCATION:** NWT

**UNION(S):** United Steel Workers of America

**BARGAINING UNIT:** 159 miners

**EXPIRY DATE:** October 1 1997 to December 31, 2001

**INDUSTRY TYPE:** Mining (YT/NWT)

**RELATIONSHIP CODE:** 2545

**REMARKS:** Certified February 17, 1997 (555-4053)  
**FIRST AGREEMENT**  
**UP DATE PER WEEKLY REPORT.**

SECRET  
SEP 3 1997