

ARTICLE 1 - Recognition.....	2
ARTICLE 2 - Management Rights.....	3
ARTICLE 3 - Union Business.....	3
ARTICLE 4 - No Strikes, No Lockouts.....	4
ARTICLE 5 - Union Security.....	5
ARTICLE 6 - Grievance Procedure.....	6
ARTICLE 7 - Probation Period.....	8
ARTICLE 8 - Seniority.....	8
ARTICLE 9 - Wages.....	10
ARTICLE 10 - Hours of Work.....	11
ARTICLE 11 - Overtime Rates.....	13
ARTICLE 12 - Premiums.....	16
ARTICLE 13 - Apprenticeship Training.....	17
ARTICLE 14 - Job Posting Procedure.....	17
ARTICLE 15 - Annual Vacations.....	18
ARTICLE 16 - Statutory Holidays.....	20
ARTICLE 17 - Bereavement Leave.....	22
ARTICLE 18 - Jury Duty/Witness.....	23
ARTICLE 19 - Group Insurance Benefits.....	23
ARTICLE 20 - Pension Plan.....	27
ARTICLE 21 - Miscellaneous.....	28
ARTICLE 22 - Medical Certificate.....	29
ARTICLE 23 - Casuals.....	29
ARTICLE 24 - Contracting Out.....	31
Term of Agreement.....	32
Standard Hourly Rates of Pay (Schedule A).....	33
Letter of Agreement Reporting Pay Procedure.....	36
Letter of Agreement Mine Post Retirement Benefits.....	37
Letter of Agreement Article 23.2 – Application of subclause (b).....	38
Letter of Agreement Mine Operations Shovel Support Classification.....	39

This Agreement made the 3<sup>rd</sup> day of November, 2021 effective January 1<sup>st</sup>, 2021.

BETWEEN:

**Teck Coal Limited**  
**Coal Mountain Operations**  
(hereinafter called "the Company")

OF THE FIRST PART

AND:

**UNITED STEELWORKERS**  
**Local 9346**  
(herein called the "the Union")

OF THE SECOND PART

WHEREAS:

It is our mutual desire to establish the Coal Mountain Operation as a safe and socially responsible operation that is reliable, efficient and a profitable supplier of coal with a working environment where all employees are a valued member and feel a sense of pride and accomplishment. The general purpose of this Agreement is to secure for the Company and its employees the benefits of orderly and legal collective bargaining and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation and quantity of production. It shall be the duty of the Company and the Union to cooperate fully, honestly and sincerely for the purpose of bringing out a better understanding and good relationship by which both parties will be benefited.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein set forth, the parties hereto mutually agree as follows:

#### **ARTICLE 1. RECOGNITION**

1.1 The Company recognizes the Union as the sole and exclusive representative for the purpose of conducting collective bargaining regarding all working conditions of employees employed at the Company's operation, and the Company will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

1.2 This Agreement will apply to employees of Teck Coal Limited at its Coal Mountain Operations located adjacent to Corbin, B.C. Exceptions are those employees excluded by the Labour Relations Code of B.C., all supervisory, professional, clerical, technical, survey, assayer, and warehouse/loss prevention employees.

1.3 The Company agrees that this agreement will also include any future operation owned or operated by Teck Coal at Coal Mountain Phase II if such operation replaces Coal Mountain Operation.

## **ARTICLE 2. MANAGEMENT RIGHTS**

2.1 Subject to the provisions of this Agreement, the Union acknowledges that the Company has and retains the sole, exclusive and undisputed right and responsibility to manage all matters concerning the operation of this Company's business. It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Company and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Company.

2.2 When required, employees will sign-off and acknowledge that they have received and understand Company directives and communications to employees. Employees are expected to, and will be given the opportunity to, read such communications or directives and obtain any required clarification from their supervisor prior to signing-off.

## **ARTICLE 3. UNION BUSINESS**

3.1 (a) The Company recognizes the Union as the bargaining agent for employees as defined in Article 1.

(b) The Company will recognize Union Officers, shop stewards, and grievance committee members duly elected pursuant to the Union's Constitution as identified in the most recent written notification received from the Union.

(c) The Company will recognize the Occupational Health and Safety Committee as required by the Health, Safety and Reclamation Code for Mines in British Columbia.

3.2 The Union Collective Bargaining Committee shall consist of no more than four (4) employees. The Company also agrees that the Union may have the

assistance of a representative from their International Union during Collective Bargaining negotiations between the parties to this Agreement.

3.3 Subject to the requirements of the operation, upon reasonable notice in writing the Company shall endeavour to accommodate requests for a leave of absence, without pay, for an employee to attend to Union business. Not more than two (2) employees from any one department may be granted a leave of absence at any one time.

3.4 Subject to the requirements of the operation, upon one (1) months' notice in writing the Company shall endeavour to accommodate requests for a leave of absence, without pay, to an employee appointed to a position with the International of the United Steelworkers. Such leaves of absence shall be limited to a maximum period of one (1) year. The Company shall not be required to grant the privilege under this marginal paragraph to more than one (1) employee at a time.

3.5 An employee who is on leave of absence pursuant to marginal paragraph 3.3 and such leave exceeds thirty (30) consecutive calendar days, shall be required to pay all the premium costs of all the benefits outlined in Article 19.

3.6 The period of time during which an employee is on leave of absence, pursuant to marginal paragraph 3.4, shall not be considered as time worked for the Company and the employee shall not be entitled to any benefits under the Collective Agreement while on leave save and except upon conclusion of the leave the employee's seniority shall include the period of the leave.

3.7 The Company agrees to forward to the Union, \$8,000 per year to pay for time lost by employees delegated by the Union for the purpose of conducting Union business as provided for in this collective agreement.

This amount will decrease by \$1,000 per year for each retirement following ratification. In the event that the Coal Mountain Mine returns to an operational mine as per article 1.3, and has over 100 employees, then the monthly remittance to the Union will return to \$8,000 per year.

Remittances are due each January for the prior calendar year. The \$1,000 reductions are applied to the January remittance only after the retiree has been gone for 12 months.

#### **ARTICLE 4. NO STRIKES, NO LOCKOUTS**

4.1 There shall be no work stoppages or strikes by the Union during the term of this Agreement. The Union agrees that neither the Union nor its officers, nor representatives, nor its members, nor the employees, shall in any way authorize, encourage or participate in any work stoppage, walk-out, slow-down, boycott, or any act of similar nature which would in any way interfere with, limit or impede the operations of the Company.

4.2 The Company agrees that there shall be no lockout of employees during the term of this Agreement.

#### **ARTICLE 5. UNION SECURITY**

5.1 Each employee shall as a condition of their hiring or continued employment:

(a) Authorize the Company in writing to deduct union dues from their pay. The authorization shall be in a form agreed to between the Company and the Union.

(b) Become a member of the Union and maintain membership in good standing.

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

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

(c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:  
International Secretary-Treasurer  
United Steelworkers  
PO Box 9083  
Toronto, Ont. M5L 1K1

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

(d) A duplicate R115 Form shall be forwarded by facsimile to:  
United Steelworkers Local 9346 Union Hall  
Attn: Financial Secretary.

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

5.3 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of or by reason of deductions made or payments in accordance with this Article. Notwithstanding any provisions contained in this Article, the responsibility on the part of the Company for dues shall not exceed the amount of an employee's unpaid wages in the hands of the Company.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

### **6.1 Procedure for Settling Grievances**

Employees are to first attempt to resolve their grievances with their supervisor. All grievances submitted to the Company must clearly outline, in writing, the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated.

**Stage 1** Within twenty-five (25) calendar days after the alleged grievance has arisen or within twenty-five (25) calendar days from the time either the employee or Union should reasonably have known of the occurrence giving rise to the grievance, the shop steward shall notify the Company in writing of the grievance. Within three (3) working days of receipt of written notification of the grievance, a time will be arranged for the employee and shop steward to present the grievance in writing to the appropriate supervisor. The supervisor shall provide a written answer to the grievance within ten (10) working days. Failing a satisfactory resolution, the grievance may proceed to Stage 2.

**Stage 2** Within five (5) working days from the time a decision was made or should have been made under Stage 1, the Union may notify the Company in writing that the grievance is proceeding to Stage 2. Within three (3) working days of receipt of such written notification, a time will be arranged for the employee and shop steward to present the grievance to the General Manager or their department head designate. The General Manager or their department head designate shall provide an answer in writing within ten (10) working days. Failing a satisfactory resolution, the grievance may proceed to Stage 3.

**Stage 3** Within fourteen (14) calendar days from the time a decision was made or should have been made under Stage 2, the Union may, by written notice to the Company, refer the grievance to arbitration. Within ten (10) calendar days of receiving such notice, the Company and Union will select the arbitrator and mutually set a date(s) for arbitration.

## **6.2 Arbitration Procedure**

(a) An impartial arbitrator shall be appointed by mutual agreement of the parties. In the event mutual agreement cannot be reached on an arbitrator, either party may request the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint such arbitrator.

(b) 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.

(c) 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.

(d) The arbitrator shall hear the parties to the grievance and shall render their decision within thirty (30) days following the hearing.

6.3 If a grievance is not advanced through the Grievance Procedure within the specified time limits, the grievance is abandoned and all rights of recourse to the Grievance Procedure shall be at an end.

6.4 Either party shall have the right to refer any dispute regarding the interpretation of or a violation of this Agreement in writing to the other party. Failing a satisfactory settlement of the dispute within ten (10) calendar days of the submission, the dispute may be referred to arbitration constituted in accordance with this Article.

6.5 The Company must advise the Union of any terminations immediately. A grievance claiming that an employee(s) has been unjustly discharged must be filed within five (5) calendar days of such discharge; failing which the parties agree there shall be no recourse to the grievance procedure. The Union may have such grievance proceed directly to Stage 2.

6.6 A shop steward shall be present when an employee is given a discipline step, suspended, or discharged, unless the employee requests otherwise and signs a written release which will be forwarded to the Local Union.

6.7 The term "working days" shall exclude Saturdays, Sundays and recognized Statutory Holidays.

6.8 Any and all time limits fixed by this Article may be extended upon mutual agreement between the Company and the Union.

#### **ARTICLE 7. PROBATION PERIOD**

7.1 The parties agree that it shall constitute just and reasonable cause for dismissal of a probationary employee if the Company in its sole discretion concludes that the employee is unsuitable for employment.

7.2 All permanent employees hired shall be on probation for a period of 540 hours actually worked from date of last hiring by the Company.

#### **ARTICLE 8. SENIORITY**

8.1 For the purposes of this Agreement, there shall be one type of seniority; Bargaining Unit seniority. Bargaining Unit seniority shall be the total of an employee's time in the bargaining unit, whether broken or continuous, from the date the employee was last hired by the Company at its Coal Mountain Operations. Bargaining Unit seniority shall apply in cases of promotion, demotion, transfer, temporary layoff/shutdown and vacation scheduling, subject to the following:

- (a) No employee shall acquire Bargaining Unit seniority until they have been in the service of the Company as provided for in Article 7, when their Bargaining Unit seniority shall be retroactive to the date of their hiring.
- (b) Employment is terminated for reasons of:
  - (i) Dismissal for just cause;
  - (ii) Voluntary resignation (quit);
  - (iii) Retirement
  - (iv) Failure to report for work within ten (10) working days after being notified to report following a layoff;
  - (v) Expiry of the recall rights of an employee on layoff;
  - (vi) Absence extending beyond an authorized vacation period or beyond a leave of absence granted by the Company.



8.2 Non-probationary employees laid off shall retain the right of recall for twenty-four (24) months. Employees on recall shall not have any rights under this collective agreement.

8.3 The Company may transfer any person in its employ at the mine who is not an employee in the bargaining unit to a job classification in the bargaining unit whether or not a vacancy exists provided such transfer does not result in the displacement of any employee in the job classification. The transferred employee will not be able to bid out of the position which they are transferred to for a period of twelve (12) months.

8.4 In all cases of promotion, demotion, transfer, layoff, and recall after layoff, a senior employee shall have preference provided that they have equal qualifications and aptitudes required for the job. Determination of knowledge, experience, efficiency, skills and ability to perform the work and physical fitness shall be made by the Company in a fair and equitable manner.

#### **8.5 Temporary Layoff/Shutdown**

In the event that the operation or part of the operation is shut down for a temporary period of time not exceeding forty (40) calendar days and such shutdown results in a reduction of work, the following will apply;

(a) In the case of a temporary layoff/shutdown that is 8 days or less a senior employee affected by the reduction of work may claim a job they can perform on the same work schedule that the employee is working immediately prior to the shutdown.

(b) In the case of a temporary layoff/shutdown that is greater than 8 days, if no job the employee can perform is available on their work schedule, a senior employee may claim a job they can perform on another work schedule but shall not work a greater number of regular shifts during the temporary layoff/shutdown than they would have worked had they worked on their work schedule. The Company will not be required to pay overtime for shift changes at either end of the shutdown to accommodate such claims.

(c) If prior to March 15, a temporary layoff/shutdown is announced to occur in the July/August period or during the Christmas period, the Company may schedule employees to take vacation during such temporary layoff/shutdowns notwithstanding marginal paragraph 15.5. If

work is available during such temporary layoff/shutdowns, a senior employee may claim a job they can perform, in accordance with (a) or (b) above, and reschedule their vacation at a time approved by the Company.

## **8.6 Recall**

It is the responsibility of a laid-off employee to notify the Company of any change in their postal address by registered mail. Laid-off employees who have complied with the foregoing procedure shall be notified by the Company by registered mail at their last known address, of the date on which they are to report for work, and should an employee fail to report within ten (10) days of being notified or refuses a job being offered, the employee shall lose their right of re-employment and shall be struck off the recall list. Notice shall be deemed to have been received by the employee following seventeen (17) calendar days of mailing by the Company.

An employee affected by the layoff may exercise the right to elect a direct layoff but shall only retain recall rights to the specific job from which they elected to be laid off. Such employees will not be entitled to recall to any other job and shall remain on the recall list as per marginal paragraph 8.2.

8.7 The Company shall not cause the demotion or layoff of employees by transferring persons from other operations to Coal Mountain Operations to perform the jobs of those employees.

## **ARTICLE 9. WAGES**

9.1 The Standard Hourly Rates of Pay set forth in Schedule A and any increases thereto shall become effective on the dates specified in Schedule A. The rates for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provisions of this Agreement.

9. An employee successfully bidding to a permanent job classification with a higher standard hourly rate than their current job classification, shall be paid at their previous standard hourly rate or 95% of the standard hourly rate, whichever is higher, until the employee has completed the training for their new job classification. Upon completion of the training for their new job classification, the employee shall receive 100% of the standard hourly rate for the new job classification. An employee not successfully completing the training will be reassigned to their previous job classification.

9.3 An employee successfully bidding to a permanent job classification with a lower standard hourly rate than their current job classification, shall be paid 95% of the standard hourly rate of their new job classification, until the employee has completed the training for their new job classification. Upon completion of the training for their new job classification, the employee shall receive 100% of the standard hourly rate for the new classification.

9.4 An employee who is temporarily transferred from their regular job classification shall be paid the standard hourly rate of the job classification to which the employee has been transferred, provided such standard hourly rate is not less than that of their regular job classification. If the standard hourly rate of the job classification to which the employee is temporarily transferred, but not as a result of a lay-off, is less than the standard hourly rate of their regular job classification, the employee shall be paid the standard hourly rate of their regular job classification during the period of such temporary transfer.

9.5 When the Company temporarily promotes an employee to a position outside the scope of this Agreement, the employee shall continue to be covered by this Collective Agreement save and except for rates of pay. The Company will endeavour to ensure that an employee shall not remain in an acting supervisory position for a period exceeding one hundred (100) working days in the aggregate in the calendar year. In the event that the Company anticipates that an employee will remain in a temporary supervisory position for greater than the 100 day period the Company will meet with the Union to explain the reason for the extension.

## **ARTICLE 10. HOURS OF WORK**

10.1 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or of hours of work per day, or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation or payment of overtime which is covered solely by Article 11.

10.2 The "work shift" is the number of hours an employee is normally scheduled to be at their designated working place in a work day.

10.3 The "work day" is any day an employee is normally at work according to their assigned schedule commencing at the time the employee is scheduled to commence work and ending twenty-four (24) hours later.

10.4 The “work period” shall be defined as an employee’s complete period of days starting at the beginning of their first scheduled work day and concluding at the end of the last day of the first occurring rest days. Such rest days shall be deemed to continue until the commencement of the following scheduled work day.

10.5 The Company may establish work schedules at different hours for any operation, employee, or group of employees provided schedules of work shall average forty (40) hours per week over any complete work cycle.

10.6 Without restricting the rights of the Company under the preceding paragraph the normal hours of work for employees will be:

- (a) Eight (8) hours per day five (5) days per week, or
- (b) Ten (10) hours per day four (4) days per week, or
- (c) Twelve (12) hours per day averaging forty (40) hours per week.

10.7 At its discretion, the Company may from time to time initiate, maintain and discontinue to conduct all or any part of its operations on a continuous and/or semi-continuous basis, subject to the pertinent statutes and regulations of the Province of British Columbia.

#### 10.8 **Work Breaks**

- (a) Employees working eight (8) hour shifts shall be provided with a paid break of twenty (20) minutes.
- (b) Employees working ten (10) hour shifts shall be provided with a paid break of thirty (30) minutes.
- (c) Employees working twelve (12) hour shifts shall be provided two (2) paid breaks of fifteen (15) minutes each and one (1) paid break of twenty (20) minutes
- (d) During such breaks, employees shall continue all necessary supervision of machinery and maintenance of service.

#### 10.9 **Relief to Relief**

- (a) An employee working on continuous or semi-continuous operations shall continue to work at their designated working place until the employee is relieved, unless the employee has permission from their supervisor to leave the job.

(b) Should the total of the employee's time worked and travel time between the employee's designated working place and the dry at the beginning and the end of their work shift exceed the work shift by more than twenty (20) minutes, the time in excess of the twenty (20) minutes shall be paid at the applicable overtime rate as though it were an extension of the work shift.

(c) Mine and plant operations employees working on continuous or semi-continuous operations shall be paid a premium for each complete shift worked at the employee's designated working place.

- i. Mine operations premium shall be \$14.00.
- ii. Plant operations premium shall be \$7.00.

(d) Should the total of the mine operations employee's time worked and travel time between the employee's designated working place and the dry at the beginning and the end of their work shift exceed the work shift by more than thirty (30) minutes, the time in excess of the thirty (30) minutes shall be paid at the applicable overtime rate as though it were an extension of the work shift.

(e) Should the total of the plant operations employee's time worked and travel time between the employee's designated working place and the dry at the beginning and the end of their work shift exceed the work shift by more than twenty (20) minutes, the time in excess of the twenty (20) minutes shall be paid at the applicable overtime rate as though it were an extension of the work shift.

(f) Any employee who is not covered under the relief to relief premium and is temporarily transferred to a classification where the employee must work relief to relief shall receive the relief to relief premium for full shifts worked.

10.10(a) An employee working the twelve (12) hour shift work schedule is entitled to two (2) hours worked per week at 1½ times the employee's standard hourly rate, except where the employee does not actually work thirty-six (36) or forty-eight (48) hours, as applicable, in a week. These overtime hours may be "banked" in accordance with article 11.1 (c) and will be included for the purposes of overtime distribution referred to in article 11.2.

(b) Prior to introducing a work schedule which is different than a schedule currently being worked by an employee, or a group of employees, the Company

will provide the Union thirty (30) days' notice in writing and will meet with the Union to explain the new schedule and discuss issues which may arise.

## **ARTICLE 11. OVERTIME RATES**

11.1 Overtime for work performed as outlined herein shall be paid at the following rates:

(a) Work in excess of the normal hours of work as defined in Article 10., will receive payment at one and one half (1 ½) times the equivalent standard hourly rate for each overtime hour worked.

(b) Overtime which is in excess of six (6) hours overtime during an employee's work period shall be paid at two (2) times the equivalent standard hourly rate for each overtime hour worked.

(c) Employees working overtime may elect, at the time the overtime is worked, to take time off with pay in lieu of overtime premium. When an employee elects to take time off with pay in lieu of overtime premium they shall be paid for the overtime worked at their standard hourly rate exclusive of any premium and shall bank an amount of time off which, at their standard hourly rate, will be paid for by the overtime premium they would have been paid had the employee not elected to take time off. Employees may bank up to a maximum of 48 hours at any one time. Employees may elect to have the entire balance of their time bank paid out at the last pay period in June and the last pay period in November. The employee may also transfer all or some of the deferred premium, as a pre-tax contribution, to their Sun Life RRSP on the above-mentioned dates. Payout of bank time at any other time of year requires the General Manager's approval. Banked time off is to be taken as arranged by mutual agreement between the Company and the employee. For any banked time not taken the Company will pay the employee the amount of the deferred premium at termination.

11.2 Overtime opportunities will be distributed as equitably as practical among the employees in the department who normally perform the work. The list will be established by seniority and the list will be zeroed January 1<sup>st</sup> of each year. Each department will establish and maintain their department overtime distribution list.

Overtime opportunities worked and overtime opportunities refused will be recorded. Once an overtime opportunity is worked or refused the employee will move to the bottom of the list.

When overtime is required to complete a job at the end of a shift, those working on the specific job will be offered the overtime first. If overtime is still required the need will be filled from the Overtime Distribution List.

If overtime is required on scheduled days off, the overtime will be filled through the overtime distribution list for the department.

Employees that work a partial shift will not be moved to the bottom of the list.

Any individual who is selected for overtime shifts must be qualified to perform the work.

11.3 Overtime hours for mine rescue practice/ training and occupational health and safety committee training/meetings will not be included for distribution of overtime.

#### **11.4 Call Out**

If an employee is called to work at a time other than the beginning of their regular shift the employee shall receive either overtime rates for the time actually worked outside of their scheduled work shift or four (4) hours pay at their base rate, whichever is the greater. The four (4) hour minimum does not apply, however when the call out overtime continues into the employee's regular work or if the employee is called back to work before leaving the premises. An employee who is called out to work more than four hours in advance of the beginning of their next regular shift, or who performs overtime work in a work day and which work does not result from a shift change, shall be entitled to an eight (8) hour rest period commencing at the time the actual overtime work assignment is completed. If their regular shift is scheduled to commence before the expiration of this period, the employee will be permitted to remain at rest for said period and will be paid their regular rate for the hours of their regular shift which fall within said rest period and for the remainder of their regular shift which the employee works, they will also receive their regular rate of pay. Where an employee is directed by their supervisor or elects to work on that part of their said regular shift which falls within the said rest period, the employee shall be paid the applicable overtime rates. If the employee is not so directed or elects not to work they will remain at rest for the eight (8) hour rest period.

## **ARTICLE 12. PREMIUMS**

12.1 Premiums will not be paid for hours worked at overtime or statutory holiday rates.

### **12.2 Eight (8) Hour Shift Schedules**

(a) For all regular scheduled hours worked on the afternoon shift there shall be paid a premium of forty-five cents (\$.45) per hour.

(b) For all regular scheduled hours worked on the night shift there shall be paid a premium ninety cents (\$.90) per hour

### **Twelve (12) Hour Shift Schedules**

For all regular scheduled hours worked on the night shift there shall be paid a premium of ninety cents (\$.90) per hour.

12.3 A premium shall be paid for straight-time hours worked by employees on their regularly assigned shifts on Saturday and Sunday. The amount of the premium shall be one dollar and seventy-five cents (\$1.75) per hour for such work performed on Saturday, and one dollar seventy-five cents (\$1.75) and per hour for such work performed on Sunday. The premium will not be paid for hours worked at overtime or on Statutory Holidays. Work performed during the period commencing at 7:00 a.m. on a Saturday and ending at 7:00 a.m. on a Sunday shall be deemed to be Saturday work; work performed during the period commencing at 7:00 a.m. on a Sunday and ending at 7:00 a.m. on a Monday shall be deemed to be Sunday work.

### **12.4 On Call**

An employee required to standby for a possible call into work shall be paid a premium of twelve dollars (\$12.00) for each eight (8) hour shift on call or eighteen dollars (\$18.00) for each twelve (12) hour shift on call. If called out to work, pay will be in accordance with marginal paragraph 11.2.

### **12.5 Work Leader**

It is the normal function of an employee to act as a work leader for a crew when requested to do so by the Company.

Under the direction of a supervisor, a work leader acts as a leader of a group or groups of employees working on similar or related work. They assign work to these employees as directed by the supervisor and works along with and/or co-ordinates work among them. The work leader does not function as a supervisor. They are 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 work leader reports. A work leader will be paid one



dollar (\$1.00) per hour over and above their regular pay for each hour worked as a work leader.

#### **12.6 Trainer**

It is the normal function of an employee to train other employees on their job. Employees specifically instructed to train other employees on mobile equipment including service attendant, shall receive a premium of \$1.00 for each hour they are engaged in such training.

### **ARTICLE 13. APPRENTICESHIP TRAINING**

13.1 Matters pertaining to the training of indentured apprentices, the evaluation of apprentice performance and other matters regulated by the pertinent statutes and regulations of the Province of British Columbia are outside the scope of this Collective Agreement.

13.2 The Company will pay apprentices absent from the job due to attendance at the provincial apprenticeship school their earnings at their standard hourly rate for forty (40) hours per week less the allowance paid from government sources. Should an apprentice fail to pass school examinations and is permitted to repeat the same, the Company will not be required to pay the apprentice as provided herein while the apprentice is repeating their school term.

13.3 Apprentices successfully completing training at the provincial apprenticeship school will receive upon return to work an allowance of \$10.00 per training day.

13.4 Selection of apprentices shall be entirely a matter for the Company's decision.

### **ARTICLE 14. JOB POSTING PROCEDURE**

14.1 All permanent job vacancies and temporary job vacancies anticipated to last more than forty-five (45) calendar days in classifications which the Company seeks to fill through the bid procedure will be posted on bulletin boards in mine operations, processing and mine maintenance for a period of seven (7) calendar days during which time bids will be accepted. Job postings will identify the number of positions the Company intends to fill, the department each position is in, subject to the right of the Company to determine the actual number of positions to be filled in its sole discretion. If an applicant is selected they will be advised within five (5) calendar days from the date of closing of the posting and they shall have no right to refuse the job and will be re-assigned to the new job within thirty (30) days of their selection.

14.2 (a) The Company does not have to consider applications by employees who have accepted a job posting within the past three (3) months.

(b) An employee leaving on vacation or an authorized leave of up to thirty (30) days may submit a job bid to personnel for a job posting which they anticipate will occur during their absence. This bid will be valid until the end of their first shift back at work.

14.3 Selection from those employees applying on job postings will be made by the Company in accordance with marginal paragraph 8.4.

#### **ARTICLE 15. ANNUAL VACATION**

15.1 All employees covered by the Agreement shall be entitled to vacation with pay based upon years of service with the Company from date of last hiring, as of January 1<sup>st</sup> of any year as follows:

##### **Full Years of Service**

##### **as of January 1<sup>st</sup>**

##### **Vacation Entitlement**

1 Year, but less than 3 Years	96 hours
3 Years, but less than 6 Years	120 hours
6 Years, but less than 7 Years	156 hours
7 Years, but less than 12 Years	168 hours
12 Years, but less than 25 Years	192 hours
25 Years or more	232 hours

15.2 Employees with less than one year of service with the Company will earn 8 hours of vacation per month to a maximum of 96 hours which they may take after January 1st following their date of hire.

15.3 For the purpose of computing such vacation pay, the word "pay" shall mean remuneration at the employee's standard hourly rate of pay during the calendar month immediately preceding the vacation.

15.4 For every thirty (30) consecutive days an employee is absent from work in the calendar year preceding the 1st day of January in any year (except for time lost because of sickness or accident to a maximum of six (6) consecutive months or time spent on paid vacation) there shall be deducted from the

vacation pay to which they would otherwise be entitled under marginal paragraphs 15.1 and 15.2, one-twelfth of such vacation pay.

### **15.5 Vacation Scheduling**

(a) Vacation entitlements will be posted as soon as possible but no later than January 30th of each year. Employees may then indicate their preference in vacation dates to supervision up to and including March 15th.

(b) After March 15th of each year, supervision will schedule vacations in accordance with seniority for those employees who have indicated their preference subject to the requirements of the operation. Employees who did not indicate their preference will have their vacation periods scheduled by the Company. The Company will post vacation schedules no later than April 15th of each year.

(c) The Company will schedule vacations in 40-hour blocks (48 hour blocks for 12 hour shift schedules) with the following exceptions:

- (i) At the beginning and end of shutdowns;
- (ii) The final portion of vacation entitlement;
- (iii) Other durations as requested by the employee and approved by the Company.

15.6 An employee who is unable to take their annual vacation before December 31st because of sickness, accident, or long term disability may elect to:

(a) take vacation pay in lieu of receiving insurance payments for the period of such vacation.

(b) postpone such vacation provided that such vacation can be rescheduled in accordance with marginal paragraph 15.5 within the succeeding twelve (12) month period.

(c) take a payout of vacation pay after returning to work.

15.7 Nothing in this Article shall affect the right of the Company to schedule any and all vacations.

## **ARTICLE 16. STATUTORY HOLIDAYS**

16.1 All work performed on New Year's Day, Family Day (BC), Good Friday, Victoria Day, Canada Day, first Monday in August (B.C. Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be compensated for at two and one-half (2-1/2) times the standard hourly rate.

16.2 When a Statutory Holiday falls on a Sunday, the next day (Monday) shall be considered as the holiday. When a Statutory Holiday falls on a Saturday, the preceding day (Friday) shall be considered as the holiday. For those employees on shifts other than 5 & 2, Statutory Holidays shall be observed on the day on which they fall, unless the parties mutually agree to substitute another day.

16.3 In addition to the named holidays, each employee shall be entitled to two (2) floating holidays during each calendar year that they are in the Company's employ, which shall be taken at a time which is suitable to both the Company and the employee. An employee must have completed their probationary period to be eligible for floating holidays. The floating holidays must be taken in the year they are earned. In the event that an employee has applied for their floating holidays prior to the end of a calendar year and no mutually suitable date has been established before the end of the year, they shall receive a day's pay in lieu thereof for each floating holiday not taken. Employees hired after July 1st, will not be eligible to receive the floating holidays for that year only.

16.4 Subject to marginal paragraph 16.6 of this Agreement, to qualify for pay on a statutory holiday or a floating holiday, the employee shall work all of their last scheduled shift before the holiday and all of their first scheduled shift after the holiday. Absence on either the qualifying day before a holiday or the qualifying day after the holiday for reasons of the employee's sickness or bereavement leave shall not disqualify the employee for payment on the holiday. Sickness shall be proven by a Doctor's certificate.

16.5 Statutory holiday pay shall not be paid to employees returning from layoff, short term disability, long term disability, Workers' Compensation or leaves of absence, for those holidays that fall within the dates of layoff, sickness, accident or leave.

16.6 An employee who qualifies for pay on a Statutory Holiday under this Article and who does not work on such holiday, shall receive eight (8) hours pay on the basis of their standard hourly rate (exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums) for the shift worked

by the employee immediately prior to such holiday. An employee so qualifying shall not be entitled to such pay if they do not work on a holiday after being required by the Company to do so. If an employee so qualifying does work as required by the Company on a holiday and the period worked is less than eight (8) hours, they shall be paid for the hours worked at two and one-half (2 1/2 ) times their standard hourly rate as provided in marginal paragraph 16.1, and for the remaining hours of the shift not worked they shall be paid at straight time.

16.7 An employee working twelve (12) hour shifts and who qualifies for pay on a Statutory Holiday under this Article shall receive holiday pay as follows:

(a) When an employee's regular scheduled shift falls on a Statutory Holiday and the employee is not required to work, they shall receive twelve (12) hours pay at their standard hourly rate (exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums).

(b) An employee who is scheduled to work on a Statutory Holiday and who works only a part of their assigned shift will be paid two and one-half (2 1/2) times their standard hourly rate for the time worked. If the period worked is less than twelve (12) hours, they shall be paid at their standard hourly base rate exclusive of shift premiums for the difference between their actual hours worked and twelve (12) hours.

(c) When a Statutory Holiday falls on an employee's rest day the employee will receive eight (8) hours pay at their standard hourly rate exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums.

16.8 An employee working ten (10) hour shifts and who qualifies for pay on a Statutory Holiday under this Article shall receive holiday pay as follows:

(a) When an employee's regular scheduled shift falls on a Statutory Holiday and the employee is not required to work, they shall receive ten (10) hours pay at their standard hourly rate (exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums).

(b) An employee who is scheduled to work on a Statutory Holiday and who works only a part of their assigned shift will be paid two and one-half (2 ½) times their standard hourly rate for the time worked. If the period worked is less than ten (10) hours, they shall be paid at this standard

hourly base rate exclusive of shift premiums for the difference between their actual hours worked and ten (10) hours.

(c) When a Statutory Holiday falls on an employee's rest day the employee will receive eight (8) hours pay at this standard hourly rate exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums.

16.9 Pay for the floating holidays will be for a maximum of twelve (12) hours at the employee's standard hourly rate, exclusive of shift premiums, weekend premiums, overtime, bonuses, holiday or other premiums

16.10 When a Statutory Holiday falls during an employee's vacation with pay, and they qualify for pay on such holiday, they may extend their vacation by one day if they arrange to do so with the Company prior to taking their vacation. For an employee working twelve (12) hour shifts, the pay for such holiday will be in accordance with marginal paragraph 16.7 (a) or (c) as if the employee were at work according to their assigned work schedule.

16.11 An employee who works on a statutory holiday will be entitled to bank the overtime premium subject to Article 11.1 (c).

16.12 Employees scheduling their vacation according to Article 15.5 where the Statutory Holiday falls within the vacation block will not be required to report to work on the Statutory Holiday providing they do not surpass the maximum compliment allotted for vacation in that department. Employees utilizing vacation according to Article 15.5 (c) (i) (ii) (iii) must have vacation scheduled adjacent to the Statutory Holiday in the same vacation block. In any case the maximum compliment of time off within the department will not be exceeded.

## **ARTICLE 17. BEREAVEMENT LEAVE**

17.1 A bereavement leave with pay of four (4) consecutive regularly scheduled shifts will be granted to an employee upon a death in their immediate family, provided the leave is taken within (7) days of the funeral (the total leave cannot exceed 48 hours). Prior to taking such leave, the employee must advise their immediate supervisor.

Immediate family shall be defined as: spouse, child or stepchild, parent or step-parent, brother, sister, parent-in-law, grandparent or grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step brother, step sister.

## **ARTICLE 18. JURY DUTY/WITNESS**

18.1 A regular full-time employee who is required to report for jury duty or who is subpoenaed by the crown to appear as a witness (not a defendant or complainant) at any proceedings in the courts, on a work day, on which they would normally have worked, will be reimbursed by the Company for the difference between their regular base rate of pay and the jury duty pay or witness pay received for that day. Reimbursement shall not be for hours in excess of the employee's regular scheduled workday or work week. Payment to the employee for witness duty is limited to one day for each separate court proceedings. The employee will be required to furnish a certificate of service signed by the Clerk of the Court to the Company before payment is made.

Time paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacation and statutory holidays but will not be counted as hours worked in a worked day for the purposes for computing overtime.

## **ARTICLE 19. GROUP INSURANCE BENEFITS**

19.1 The Company's obligation under this Article is limited to paying the premium costs for the benefit plans listed below. Coverage provided is subject to the terms of the respective policies. All benefits provided in this Article are payable by the insurer and not the Company.

19.2 While this Article highlights some of the provisions of the insurance policies, the details must be sought from the insurance documents. A copy of the insurance policy and collective agreement will be provided to all employees.

### **19.3 Provincial Medical Health Care**

The Company will pay the cost of the appropriate (Alberta Health Care or Medical Services Plan) health care insurance premium for single, couple or family coverage for all employees. Coverage is available commencing the first day of the month coincident with or following date of hire, providing they meet the resident requirement of the applicable province.

### **19.4 Life Insurance**

The Company will arrange a Life Insurance Policy as carried by a commercial insurer which will cover all employees from date of employment. The policy will provide for \$65,000 Life Insurance and \$65,000 Accidental Death and Dismemberment Insurance as specified by the insurance carrier. The Company will pay the cost of the appropriate premiums only on these insurance policies. The life insurance and accidental death and dismemberment coverage under the policy will cease on the date of retirement or upon termination of

employment from the Company. Upon termination of employment with the Company, employees will have the option of obtaining any standard individual life insurance policy offered by the insurance Company at that time. The amount of insurance will equal your basic insurance of \$65,000. Premiums will be determined by the insurance carrier.

### **19.5 Optional Life Insurance**

Within 30 days of date of hire and as specified by the insurance carrier, an employee may purchase optional life insurance in the amount of \$50,000. Spousal life insurance in the amount of \$25,000 may be purchased provided the employee has purchased the optional life insurance; and dependent child insurance may be purchased in the amount of \$10,000 per child. This life insurance is optional and the monthly premium to the employee will be the average cost of all coverage as determined by claims experience and the insurance carrier. Optional coverage may be cancelled at the employee's request. Applications for enrollment after the initial 30 days after hire or re-enrollment after cancellations are subject to the terms of the insurance carrier. The optional life insurance coverage under the policy will cease on the date of retirement or date of termination of employment.

### **19.6 Extended Health Care**

The Company will arrange an Extended Health Care Policy to be carried by a commercial insurer for all employees and their dependents commencing the first day of the month coincident with or following date of hire. The Company will pay the cost of the premium only, to provide the Extended Health Care Policy. The policy will provide the following coinsurance conditions:

- (1) 100% towards the annual cost of prescription drugs;
- (2) 80% towards the charges for the difference between a semi-private room and standard ward accommodation up to a maximum of \$50 per day;
- (3) All other coverages as provided for in the policy document.

Extended Health Care coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

### **19.7 Short Term Disability**

The Company will arrange a Short Term Disability Policy, to be carried by a commercial insurer and registered with the Unemployment Insurance Commission, which will cover all employees who have successfully completed



their probation period. The policy will provide a benefit equal to 60% of average weekly earnings to a maximum level of \$600 per week on a 1-4-52 basis for eight (8) and ten (10) hour shift employees and a 1-3-52 basis for twelve (12) hour shift employees.

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

The Company will pay the cost of the insurance premium only. Benefits under the policy will be for non-compensable accidents only.

All disability payments received from the insurance policy will be reduced by any disability payments that come from any government insurance plans in respect of such disability. If an employee is eligible for disability benefits or wage continuance from any other group or Company plans, payment will be further reduced to limit total income to 75% of the employee's pre-disability basic earnings. In no event will benefit payments exceed pre-disability earnings.

Short Term Disability coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

### **19.8 Long Term Disability**

The Company will arrange a Long Term Disability Policy to be carried by a commercial insurer which will cover all employees who have successfully completed their probation period, commencing after 52 weeks of disability as defined by the insurance carrier. The amount of such disability benefit will be, upon date of ratification, \$1,500 per month and will continue as long as the employee is determined to be "totally disabled" as defined in the insurance policy. The application for benefits must be approved by the insurance carrier.

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

The policy will provide that during the first 52 weeks of disability and the subsequent 18 months of disability, the employee must not be able to work at

their own occupation in order to qualify for disability payments. Thereafter, the employee must be unable to work at any reasonable job for which the employee is suited through education, training, or experience. During the disability period, the employee must be under the regular care of a certified medical physician and provide all necessary medical documentation. To qualify for benefits, the employee must have been actively at work immediately prior to the disability and be under the continuing care of a certified medical physician.

Under the policy, the Long Term Disability payments from the insurance carrier will be reduced by the amount of any benefits payable from the Canada Pension Plan, Workers' Compensation, and any other government insurance plans. If an employee is also eligible for disability benefits, wage continuance from any other group or company insurance plans, income from any employer or from any occupation for compensation or profit, then payments will be further reduced if their total income exceeds 75% of their pre-disability base earnings. The Company will pay the cost of the insurance premium only.

If an employee refuses to participate in a rehabilitation program recommended by the insurance carrier, the benefit payment will be terminated.

#### **19.9 Dental Care**

The Company will arrange a Dental Care Policy to be carried by a commercial insurer which will cover all employees who have successfully completed their probation period. The policy will provide employees and their dependents a maximum benefit for payment of 100% of the basic services commonly referred to as Plan "A" to a yearly maximum of \$3,500 per family member; 80% of services commonly referred to as Plan "B" to a yearly maximum of \$3,500 per family member; and 50% of services commonly referred to as Plan "C" to a life time maximum of \$2,000 per family member. The Company will pay the cost of the insurance premium only. Dental Care coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

#### **19.10 Vision Care**

The Company will arrange a Vision Care Policy to be carried by a commercial insurer which will cover all employees commencing the first day of the month coincident with or following date of hire. The policy will provide employees and their dependants a maximum benefit of up to \$250 each in any two-year period for the purchase of prescription glasses or corrective lenses. The Plan will rebate the cost of eye examinations to a maximum of \$50.00 every two (2) years per family member. The Company will pay the cost of insurance premium only.

Vision Care coverage under the policy will cease on the date of retirement or on the date of termination of employment from the Company.

## **ARTICLE 20. PENSION PLAN**

20.1 A Defined Contribution Plan to be registered with the appropriate regulatory authorities, hereinafter referred to as the Pension Plan, to be established as of the date of signing this Agreement.

20.2 Employees automatically become a member of the Pension Plan on the first of the month coincident with or following date of hire.

20.3 The Company will establish both an Employer Account and an Employee Account.

(a) Employer Account

The Company will contribute monthly the equivalent of 6% of basic earnings to the Employer Account on behalf of each employee. Basic earnings mean the monthly standard hourly rate of pay earnings.

(b) Employee Account

Employee monthly contributions to the Pension Plan are based on a percentage of the monthly standard hourly rate of pay earnings. Employee contributions are deposited to the Employee Account and are dependent on years of service as outlined below:

<u>Years of Service*</u>	<u>Employee Contributions</u>
Less than one year	1%
One year, but less than two years	2%
Two years, but less than three years	3%
Three years or more	4%

\*The change in the contribution level is effective on individual plan entry anniversary dates. Employees, however, may choose to contribute up to 5% when first joining the Pension Plan or may increase the contribution level up to 5% on any plan entry-anniversary date.

20.4 Both the employee contributions and the contributions the Company makes on the employees' behalf will be invested in a pension fund managed by

a financial institution. Employees' contributions will remain in the Pension Plan while they are employed by the Company.

20.5 Employees will receive individual annual statements showing the amounts of both the Employer and Employee accounts.

20.6 Employees leaving the Company prior to retirement will be entitled to the full value of both the Employee and the Employer Account. The values will be calculated and paid or transferred, as applicable, subject to the BC Pension Benefits Standards Act, as amended or replaced from time to time, and any other applicable legislation, including the Income Tax Act of Canada, as amended from time to time.

## **ARTICLE 21. MISCELLANEOUS**

### **21.1 Safety Equipment Rebate**

(a) The Company will maintain a steel-toed safety boot reimbursement policy providing for a 65% rebate of the purchase price.

(b) Where an employee requires corrective lenses, the Company will rebate to the employee 100% of the purchase price of the original safety lenses and frames (with fixed side shields) to a maximum \$200 and thereafter will rebate to the employee 100% of the cost to replace safety lenses and/or safety frames where an employee can establish, to the satisfaction of the Company, that they were damaged while at work or their prescription has changed. The Company will not be responsible for these costs where they are recoverable from another source (such as a Health Plan or Workers' Compensation).

### **21.2 Clothing Allowance**

(a) The Company will provide a clothing allowance of one hundred and twenty-five dollars (\$125.00) to all employees except journeypersons and service attendants who will receive one hundred and fifty dollars (\$150.00). The appropriate allowance will be paid annually on December 1st to each employee on the Company's payroll. An employee who has been continuously absent during the six (6) months preceding December 1st will not be eligible for this allowance.

(b) Journeypersons and service attendants and any employees who are required to work in adverse weather conditions will be provided with one (1) pair of insulated coveralls every 2 years.

21.3 All journey level trades shall be required to have a full complement of tools as required by the Company and necessary to perform the job for which they have been hired.

21.4 The Company will maintain a tool reimbursement policy providing for a 60% rebate for the repair and replacement of tools. Journey person or apprentices who purchase an approved new tool, judged by their Supervisor to be required for their job, will be reimbursed 60% of the actual cost.

#### **Article 22. MEDICAL CERTIFICATE**

If the Company does not accept a medical certificate produced by an employee, the Company may require said employee to undergo an examination by a medical practitioner named by the Company. The Company may also require an employee to undergo a medical evaluation to determine if any limitations are present which are affecting the employee's job performance. The Company will pay for the cost of these required examinations. The employee will be required to sign a medical release of information to the Company and shall not suffer a loss of pay for such examinations.

#### **Article 23. CASUALS**

23.1 The following are the terms and conditions applicable to casual employees employed to perform work normally performed within the scope of the Collective Agreement between the Company and the Union.

23.2 A casual employee is an employee employed to perform:

- (a) A permanent job temporarily vacated because of:
  - (i) sick leave or short term disability;
  - (ii) WCB disability;
  - (iii) a temporary job posting;
  - (iv) a temporary promotion;
  - (v) leave of absences, including union leave;
  - (vi) banked time;
  - (vii) termination.

(b) A temporary job or special project.

(c) A permanent or temporary job temporarily vacated, directly or indirectly, because of vacation. Bargaining unit employees will be offered the opportunity to fill higher paying jobs on their work schedule that are temporarily vacated, directly or indirectly because of vacation, before a casual employee is employed to perform such job.

23.3 A temporary work assignment as defined in marginal paragraph 23.2 above shall not exceed 90 calendar days [45 calendar days with respect to marginal paragraph 23.2(a) (vii)] unless the Company and the Union mutually agree to extend this time limit.

23.4 Casual employees will work hours of work in accordance with Article 10.

23.5 Casual employees will be paid:

- (1) The rate of the job they are performing;
- (2) \$0.60 per hour in lieu of benefits;
- (3) Vacation pay at the rate of 4% of gross wages (payable each pay period);
- (4) Statutory holiday pay at the rate of 4% of gross wages (payable each pay period);
- (5) 1½ times the employee's regular rate of pay for time worked on a statutory holiday;
- (6) Overtime rates in accordance with Article 11;
- (7) Premiums in accordance with Article 12.

23.6 Article 5 Union Security & Article 6 Grievance Procedure applies to casual employees.

23.7 A casual employee may be terminated at anytime and shall have no seniority rights.

23.8 A casual employee will not be employed at any time that a permanent employee with seniority, whose ability is sufficient to perform the duties required for the position to be filled, is laid-off and available to perform the position.

23.9 The Company will review with the Union each month the number of casual employees employed at the operation and the nature of their work.

23.10 Except where employed to perform a job temporarily vacated, directly or indirectly, because of vacation, casual employees shall fill the following vacancies only:

- (1) Labourers;
- (2) Truck drivers;
- (3) Process operator 1;

(4) Journeyperson

23.11 The present practice of overtime distribution is to be adhered to.

**ARTICLE 24. CONTRACTING OUT**

24.1 The Company and the Union agrees that contracting out of work performed by the employees in the bargaining unit will not be done for the purpose of laying off, demoting, terminating, or deferring the recall of bargaining unit employees.

24.2 The Company shall forward to the Union a monthly list of anticipated contractors and the nature of their work affecting production and maintenance that will be completed in the following month.

## Term of the Agreement

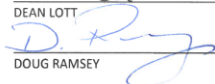
The term of the Collective Agreement will be from January 1, 2021 to December 31, 2026. It is specifically agreed between the parties hereto in accordance with Section 50, subsection (4) of the Labour Relations Code of British Columbia that the operations of Section 50, subsections (2) and (3) of the said Act, are hereby excluded and shall not be applicable to this agreement.

This agreement made the 3<sup>rd</sup> day of November, 2021, effective January 1<sup>st</sup>, 2021.

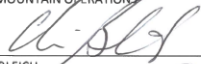
UNITED STEELWORKERS  
LOCAL 9346


  
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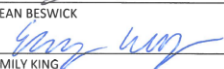
  
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DEAN LOTT

  
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DOUG RAMSEY

COAL MOUNTAIN OPERATIONS

  
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CHRIS BLEICH

  
\_\_\_\_\_  
SEAN BESWICK

  
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EMILY KING



### Schedule A – Standard Hourly Rates of Pay

	Classification	Rate Jan1 2021 3%	Rate Jan1 2022 3%	Rate Jan1 2023 3%	Rate 1-Jan 2024 2%	Rate Jan1 2025 2%	Rate Jan1 2026 2%
13	Journeyman	42.80	44.08	45.40	46.31	47.24	48.18
12	Control Room Operator	42.42	43.69	45.00	45.90	46.82	47.75
11	Shovel Operator	40.84	42.06	43.33	44.19	45.08	45.98
10	Senior Process Operator	40.47	41.68	42.93	43.79	44.67	45.56
9	Driller	39.81	41.00	42.23	43.08	43.94	44.82
	Equipment Operator IV	39.81	41.00	42.23	43.08	43.94	44.82
8	Equipment Operator III	39.18	40.36	41.57	42.40	43.25	44.11
	Shovel Support	39.18	40.36	41.57	42.40	43.25	44.11
7	Process Operator III	38.59	39.75	40.94	41.76	42.60	43.45
	Apprentice IV	38.59	39.75	40.94	41.76	42.60	43.45
	Blaster	38.59	39.75	40.94	41.76	42.60	43.45
	Service Attendant	38.59	39.75	40.94	41.76	42.60	43.45
6	Equipment Operator II	38.11	39.25	40.43	41.24	42.06	42.91
5	Process Operator II	37.35	38.47	39.62	40.41	41.22	42.05
	Equipment Operator I	37.35	38.47	39.62	40.41	41.22	42.05
4	Apprentice III	36.85	37.96	39.10	39.88	40.68	41.49
3	Apprentice II	34.65	35.69	36.76	37.49	38.24	39.01
	Process Operator I	34.65	35.69	36.76	37.49	38.24	39.01
2	Apprentice I	32.32	33.29	34.29	34.98	35.68	36.39
1	Labourer	31.33	32.27	33.24	33.91	34.58	35.28

Note: Equipment Operators

1. Within the equipment operator progression there are five functions defined for progression purposes. They are: loader, dozer, grader, tracked backhoe and haulage truck.
2. Wage progression from level to level will be through qualifications (experience, demonstrated knowledge and ability) in accordance with the following:

<u>Level</u>	<u>Qualifications</u>	<u>Job Class</u>
Equipment Operator IV	5 of 5 types of equipment	9
Equipment Operator III	3 of 5 types of equipment	8
Equipment Operator II	2 of 5 types of equipment	6
Equipment Operator I	1 of 5 types of equipment	5

3. Equipment Operators will be required to operate auxiliary equipment as required.

Note: Process Operators

1. Within the process operator progression there are four functions defined for progression purposes. They are: coarse operator, fines operator, dryer and load-out.
2. Wage progression from level to level will be through qualifications (experience, demonstrated knowledge and ability) in accordance with the following:

<u>Level</u>	<u>Qualifications</u>	<u>Job Class</u>
Sr. Process Operator	Completed all functions	10
Process Operator III	Completed 3 of 4 functions	7
Process Operator II	Completed 2 of 4 functions	5
Process Operator I	Entry level	3

Note: Apprentices

If the apprenticeship program is only three (3) years in duration, the third-year apprentice shall be paid at Job Class 7. Increases in pay will become effective upon official notification from the Apprenticeship Board as to the results of their examination and hours worked for the preceding year.

Note: Students

Student employees hired within the scope of this Agreement shall be paid such rate of pay as determined by the Company for all work performed and shall be eligible for the Life Insurance benefit only under marginal paragraph 19.4.

**Letter of Agreement**

Between:

Teck Coal Ltd., Coal Mountain Operations

And

United Steel Workers, Local 7284

**Reporting Pay Procedures**

Any employee who works four (4) hours or more in a work day and is sent home so that they may come to work at a later time in that work day shall receive overtime rates for all work performed at such a later time. If the employee works less than 4 hours in their regular shift, the overtime in their shift will take effect after they have reached the 4 hour period. This is a standalone premium for the shift change and is not included for overtime distribution.

Signed at Coal Mountain Operations, this 21<sup>st</sup> day of April, 2016.

Jared Whidden  
Superintendent, Human Resources  
Coal Mountain Operations



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Nicholas Howard  
President  
United Steel Workers, Local 7284



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## Letter of Agreement

### Post Retirement Benefits

- (a) (i) Those employees who have attained the age of 58 years and completed 14 years of service will qualify for post retirement benefits and will receive an annual allowance to assist with the cost of medical, extended health care and life insurance. If a qualified retiree retires after the date of ratification of this Agreement, the qualified retiree will receive a payment of \$2,400 annually until death or disqualification beginning the January following the year of retirement. Annual allowances are a taxable benefit and will be paid by February 15<sup>th</sup> each year
- (ii) For the partial year that retirement commences the employees will receive a prorated amount for that year based on the following formula:
- 1/12<sup>th</sup> of the current year's entitlement for each full month of retirement in that year. IE: You retire July 1, 2021 the employee would receive 6/12<sup>th</sup> of \$2,400.
  - This payment will be made on the first pay period of the first month following the first full month of retirement. IE: in the case above the employee would receive a onetime payment of \$1,200.
- (b) A qualified retiree must contact the Company each January by January 31 in order to provide the qualified retiree's address and to request payment of the annual allowance. Failure by the qualified retiree to contact the Company by January 31 of the year for which the allowance is payable will result in the qualified retiree being disqualified from receiving the annual allowance.
- (c) A surviving spouse of any qualified retiree will be eligible to receive 50% of the payment that a retiree would normally be entitled to for up to a period of ten (10) years. The surviving spouse must contact the Company each January by January 31 in order to provide the qualified retiree's spouse address and to request payment of the annual allowance. Failure by the qualified retiree's spouse to contact the Company by January 31 of the year for which the allowance is payable will result in the qualified retiree's spouse being disqualified from receiving the annual allowance.

Agreed Nov. 3, 2021

Ratified Nov. 9, 2021

Letter of Agreement

Article 23.2 – Application of subclause (b)

The term "special project" under subclause (b) is understood to give the Company broad flexibility to hire casual employees to work on "special projects". The parties agree that the *care and maintenance period* and *closure period* at the Coal Mountain Mine are examples of a "special project". As long as the hiring of a casual employee does not lead to the layoff of a bargaining unit employee, the Company can hire casual employees after ratification to work on *care and maintenance* and *closure activities*.

This ability to hire casuals does not affect the agreement of the parties outlined under article 1.3.

Agreed November 3, 2021

## Letter of Agreement

Between:

Teck Coal Ltd., Coal Mountain Operations

And

United Steel Workers, Local 7284

This will confirm our agreement that the Mine Operations Shovel Support Classification is the training rate for shovel operators. This will also confirm that Articles 9.2 and 9.3 will not apply to the Shovel Support Classification. If an employee has a higher rate than Shovel Support, such as Operator IV and posts to the shovel support position or earns through progression training a higher rate, they will be paid the higher rate. When a vacancy occurs in the Shovel Operator Classification, selection from those employees applying on the job posting will be made by the Company according to Article 8.4.

Signed at Coal Mountain Operations, this 21<sup>st</sup> day of April, 2016.

Jared Whidden  
Superintendent, Human Resources  
Coal Mountain Operations



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Nicholas Howard  
President  
United Steel Workers, Local 7284



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