

SOURCE	Union		
EFF.	20	09	17
TERM.	93	09	17
No. OF EMPLOYEES	60		
NOBRE D'EMPLOYÉS	60		


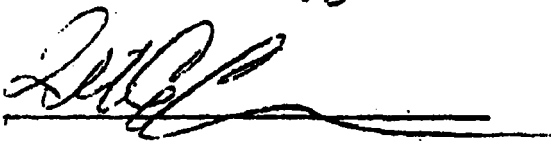
MEMORANDUM OF AGREEMENT



The parties hereto confirm acceptance and ratification of the draft collective agreement as contained in the material attached hereto. The parties acknowledge the condition requiring an averaging permit for hours worked under the Employment Standards Act and the Union agrees to cooperate and assist in securing regulatory approval to support the rotations agreed to,

Dated, *September 17, 1990*, in Whitehorse, Yukon,

United Keno Hill Mines Ltd.

U.S.W.A. Local 924

0017303

AGREEMENT

between

United Keno Bill Mines Limited

and

**United Steelworkers of America
Local 924**

Effective: September 17, 1990

Expires: September 17, 1993

THIS AGREEMENT effective as of *September 17, 1990*

BETWEEN

UNITED KENO HILL MINES LIMITED
(hereinafter called "the Company")

OF THE FIRST PART

AND :

UNITED STEELWORKERS OF AMERICA,
LOCAL 924, (hereinafter called "The Union")

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company, the Union, and the employees, and to set forth therein the basic agreement concerning rates of pay, hours of work and working conditions to be observed between the Parties hereto insofar only as the foregoing affect the Company's operation at the United Keno Hill Mines Area, Yukon Territory.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

ARTICLE 1

Definition of Employee

1.01 The term "employee" as used in and for the purpose of this Agreement, shall mean all employees of the Company in the Elsa-Keno area of the Yukon, except those excluded by the Canada Labour Code and administrative, supervisory, technical, executive, clerical and Assay Office employees.

1.02 Words in the Agreement importing the masculine 'gender shall be understood to also apply to female employees.

1.03 Student Employment

a) The Company may employ students in reasonable numbers from time to time and pay them at a rate or rates established by the Company for students,

b) The Company may employ students to do work normally done by members of the bargaining unit, provided that no employee is on lay-off or will be laid off, discharged or displaced to provide employment for a student. Where a student performs such bargaining unit work, he shall be paid the appropriate wage rate according to Schedule 1.

c) Students may be employed for a period not to exceed four (4) months during which time they will be considered as probationary employees and will not accrue any seniority under the terms of this collective agreement.

d) Student employees must attend school regularly at a recognized educational institution.

e) Should a student wish, after four (4) months of employment, to remain in the Company's employ on a permanent basis, he may apply for permanent status and, if accepted, will be treated as any other new employee from the date of that acceptance.

ARTICLE 2

Management Rights

2.01 The company has the right to operate and manage its business in all respects. It has the right to control production, maintain order and efficiency and to make and alter rules that are reasonable provided they are not inconsistent with this agreement.

2.02 The Company shall have the right to extend, locate, limit, cease or curtail its operations and to determine the numbers and classifications of men required for any and all operations, the kinds and locations of machines and tools to be used and the schedules of production or to make any changes in its operations to promote efficiency.

2.03 a) The Company shall always have the right to hire, promote, demote, transfer, lay-off, discipline, suspend and discharge employees for just cause.

b) Demotion shall not be used as a form of discipline.

c) The Company will advise the Union the names of employees selected as Lead Hands.

The Lead Hand functions as a work leader and not as a supervisor. He is responsible for the correct completion of work but not for disciplinary action or other personnel matters which are the responsibility of the supervisor to whom the Lead Hand reports.

2.04 Work normally performed by employees shall not be contracted out except in the case of lack of availability of manpower, skills or Company equipment. In the event of contracting out the Company will advise the Union of its nature and extent and will meet with the Union to review and discuss alternatives to such contracting, A description of the work normally performed by employees is set out in attached letter of understanding made between the parties September 17, 1990.

2.05 The Company agrees that, in exercising its rights under this Article, it is not relieved of any obligations arising out of any other provision of this Agreement, nor does it limit the rights of employees or the Union arising out of any other provisions of this Agreement.

ARTICLE 3

Union Rights

3.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees as defined in Article 1-Definition of Employee-for the purpose of collective bargaining with respect to rates of pay, hours of work, working conditions and those living conditions contained herein.

The Company agrees that any changes to Conditions of Employment will be made known to the Union in the 90 day period prior to contract expiration.

3.02 Non-bargaining unit employees shall not perform Bargaining Unit work except in the following circumstances:

a) Where the Bargaining Unit work is performed for the purpose of training or instructing, In such cases, a Bargaining Unit employee shall be present;

b) Where the Bargaining Unit work is performed for the purpose of experimentation. In such cases, a Bargaining Unit employee, in order to properly perform his job, shall be immediately advised of such experimentation work;

c) Where the Bargaining Unit work is performed for the purpose of safety or for the purpose of avoiding or minimizing damage to company property. In such cases, reasonable efforts shall first be made to obtain a Bargaining Unit employee to perform the work.

d) Where the Bargaining Unit work is performed for the purpose of maintaining production. In such cases, every reasonable effort shall first be made to obtain a Bargaining Unit employee to perform the work.

3.03 a) It shall be a condition of employment (i) that all present employees who, at the date of signing of this Agreement are members of the Union, shall maintain membership in the Union in good standing and (ii) that all new employees employed by the Company after the signing of this Agreement shall become and remain members of the Union in good standing by the completion of their probationary period (25 completed shifts).

b) Where the Union requests action by the company with respect to an employee who has failed to maintain membership in the Union in good standing, the Union shall furnish to the Company written proof of such failure to maintain membership.

3.04 a) The Company agrees to deduct once each month from the earnings of every employee covered by this Agreement a sum equal to two hours at the employee's regular rate of pay on the ~~last~~ day of the pay period prior to that in which the deduction is being made or a sum as may be fixed constitutionally by the Union. The total amount so deducted, with an itemized statement of same in duplicate shall be forwarded to the Union, prior to the end of the month next following that for which said deductions apply in the manner provided for in subsection (d) hereof.

b) If an employee works less than five (5) days in a calendar month, his dues shall not be deducted for that month [paid days on

vacation and paid statutory holidays will be considered as days worked).

c) The Company agrees to deduct an initiation fee not more than once every 12 months upon receipt of an authorization signed by the employee, and to forward the amount so deducted to the Union, as provided for in subsection (d) hereof.

d) Until further notice from the Union all cheques, except for death benefits, shall be made payable to The International Secretary-Treasurer of the United Steelworkers of America, at Whitehorse, or such address as may be designated by written notice from the Union,

3.05 The Company agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign an Agreement authorizing the Company to implement the provisions of 3.04 herein, and the Union agrees to indemnify the Company and hold it harmless against any claims which may arise in complying with provisions of this Article.

3.06 Such check-off authorization shall be in a form mutually agreed to by the company and the Union.

3.07 All employees in the Bargaining Unit are to join the Union on their date of hire,

3.08 Upon proper notification by the Local Union the company agrees to deduct a death benefit premium and remit such funds in care of the Local Union,

3.09 The Company will, on or before March 1st in each year, furnish to the employees a statement of the total monthly Union dues which have been deducted from such employees' pay cheques and remitted to the Union during the preceding year.

3.10 No person shall engage in any Union activity on Company time within the plant workings of the company, except as expressly provided in the Agreement except for casual discussion of Union affairs which does not interfere with normal duties.

3.11 After first notifying and receiving permission from the Mine Manager, representatives of the International Union shall be permitted entry to the Company's property in order to carry out their required duties. Except where permission is granted, Union representatives will in no way interfere with employees during working hours.

3.12 The Company shall provide and construct bulletin boards for the exclusive use of the Union in posting Union notices of: (1) Union meetings; (2) the names of candidates for nomination or election to Union positions, and the results of such nominations or elections; (3) the names of Union committees and the employees serving on them; (4) Union social affairs; (5) reports of the final dispositions of written grievances at any stage of the grievance procedure; and any such notices relating directly to the

Union's function as sole collective bargaining agency for the employees of the company,

3.13 Employees in the Bargaining Unit shall have access to their own personnel records at reasonable times for the purpose of reviewing them in person at the location where they are filed, The employee shall be allowed to include in the file a written comment on any item in dispute, If the employee requests copies of any record he shall bear the duplication costs,

3.14 The Company agrees to introduce a new employee to his Department Steward.

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ARTICLE 4

No Discrimination

4.01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, age, sex, national origin, union membership or union activity.

ARTICLE 5

Probationary Employees

5.01 a) The words "probationary employee" whenever used in this Agreement shall mean an employee who has worked less than twenty-five (25) completed shifts since last day of hiring.

b) "Probation" is the twenty-five (25) shifts worked period referred to in the preceding paragraph during which the Company determines whether or not the employee is suitable for permanent employment. Suitability shall include competence in performing the work designated by the Company.

c) Should a supervisor feel that a probationary employee is not progressing favourably, the supervisor is encouraged to discuss the situation with the probationary employee.

d) It is understood that the grounds for discharge of a probationary employee need not be such that they would justify the discharge of a regular employee.

5.02 Former employees rehired within a period of twelve (12) months from their last separation will not be subject to the probationary period.

ARTICLE 6

Seniority

6.01 The parties to this Agreement recognize that job opportunity and security shall increase in proportion to length of continuous service within the Bargaining Unit. It is therefore agreed that in all cases of vacancy, replacement, promotion within the Bargaining Unit, transfer, layoff and recall, or permanent shutdown, senior employees shall be entitled to preference.

6.02 In all cases referred to in Article 6.01, the Company shall consider the following factors in the filling of permanent vacancies or promotions within the bargaining unit.

a) Seniority
b) Skill, ability, experience and physical fitness of the employee to fill the requirements of the job.

When two or more candidates are relatively equal as regards the factors in (b), then the senior employee shall be given preference.

6.03 Seniority shall be maintained and accumulated during:

a) Absence due to sickness or accident not exceeding twelve (12) consecutive months,
b) Absence from employment while serving in the non-permanent Armed Forces of Canada.
c) Authorized leave of absence not exceeding twelve (12) consecutive months.
d) Lay-off not exceeding twelve (12) consecutive months.

e) Authorized absence under the terms of this Agreement for Union activity.

f) Absence due to an occupational accident or occupational illness while the employee is performing work for the company.

6.04 Seniority shall be maintained but not accumulated during:

a) Authorized leave of absence exceeding twelve (12) consecutive months.
b) Absence due to sickness or non-occupational accident that exceeds twelve (12) months,
c) Transfers beyond the scope of this Agreement at the Company's Yukon operations.

6.05 An employee shall lose his seniority standing and his name shall be removed from the seniority list for any of the following reasons:

a) When the employee voluntarily resigns.
b) When the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
c) When the employee is laid off and fails to return to work within fourteen (14) days after he has been notified to do so by the Company, subject to the provisions of Article 6.03 (a) and (d).

d) When the employee has been laid off for lack of work for a period exceeding twelve (12) consecutive months.

e) Notwithstanding Article 6.06 (c) and (d), an employee with two or more years of seniority who is on lay-off for lack of work, shall accrue seniority for the first twelve (12) months of the lay-off and shall maintain his seniority during lay-off for the next twelve (12) months, Twenty-four (24) months after the date of lay-off such employee shall lose his seniority standing.

f) Continues to be absent because of non-occupational disability for more than two (2) years.

g) When the WCB makes a determination that the employee will be unable to return to employment with the Company as a result of an occupational disease or accident.

h) When the employee leaves or is transferred from the bargaining unit to work in a supervisory or staff position and continues in that position for a period exceeding twelve (12) months.

6.06 Seniority Lists

a) The company shall prepare a plant-wide seniority list showing the following:

- 1) Employee's name and number
- 2) Employee's job classification
- 3) Employee's date of last hiring
- 4) All Probationary Employees

b) A revised list showing the above information will be prepared by the Company as of January 1st, May 1st and September 1st of each year and copies will be supplied to the Union. The Company will also supply the Union with a list of additions and deletions to the seniority lists as of the first of each month.

6.07 Departmental Seniority

a) Employees covered by this Agreement shall be divided for the purpose of Departmental seniority into four (4) Departments:

Open Pit

Mine

Mill

Plant (includes all shop8 and maintenance crews)

b) Departmental seniority shall begin at the date of an employee's most recent entry into the department and shall be in effect only for the purposes of promotion and the filing of permanent vacancies in job classes other than Job Class One or Two.

c) All other benefits accruing from seniority status shall be determined on a plant-wide basis.

6.08 The Local Union Officers, President, Vice-president, Recording Secretary, Treasurer and Shop Stewards who have acquired seniority shall be the last employees to be laid off and the first to be recalled for work they are qualified to perform. Local union officers who are retained in employment shall be restricted to displacing the most junior employee whose work they are qualified to perform.

6.09 Lay-offs

a) In the event of a layoff, except in the case of a temporary shutdown due to breakdown, accident or other emergencies, employees will be laid off in the reverse order of their bargaining unit seniority in the department(s) affected provided those employees retained meet the requirements of the operation and can satisfactorily perform available work. In the event of a temporary shutdown of the Company's operations or sections thereof, due to breakdown, accident or other emergencies, for fourteen or less consecutive days, employees directly affected may be temporarily laid off irrespective of other provisions that apply to layoff and recall. If the shutdown extends beyond fourteen consecutive days, the Company shall effect the layoff in accordance with layoff and recall provisions,

b) An employee who is given notice of layoff may exercise his Company wide seniority within three days of such notice to bump the next junior employee at the same classification level or lower provided he is qualified for the position.

c) Employees affected by a lay-off beyond fourteen (14) consecutive days shall be given two (2) weeks notice or up to 80 hours regular pay in lieu of any notice time not otherwise provided.

6.10 Permanent Shutdown

In the case of a planned permanent shutdown of the Company's operations or sections thereof, the Company shall layoff employees in accordance with their Company Seniority, commencing with the least senior employee.

In the case of such a planned permanent shutdown, the Company shall provide notice of at least three months to the employees affected.

6.11 In the event of a planned layoff prior to notifying the employees, the Company will meet with the Union to discuss the effect of the layoff and its impact on the employees. The Union will be provided with a list of individuals laid off.

6.12 Recall from Lay-off

a) Employees eligible for recall from lay-off shall be recalled in order of their seniority to fill available positions for which they are qualified. Recalled employees must notify their immediate supervisor or the Mine Manager of their intention to return to work within seven (7) days of receipt of the notice of recall and must report for work at the commencement of their shift on the date upon which they are scheduled to commence work which date shall be not less than fourteen (14) days from the date of the notice of recall. The Company shall not be required to rehire any employee failing to comply with this provision.

b) Employees on lay-off shall advise the Company in writing of any change to their mailing address as it exists on the records of the Company. Any notice of recall shall be sent by Registered Mail to the employee at the most recent address on the records of the Company and shall be deemed to be received by the employee on the third day following date of mailing. The loca'

union shall be provided with copies of all recall notices,

6.13 Seniority
Promotion, as used herein, means the filling of a permanent job classification carrying a higher rate of pay.
Transfer, as used herein means the movement of an employee to another permanent job classification.
Demotion, as used herein, means the filling of permanent job classification carrying a lower rate of pay.

6.14. Job Posting

a) Where a permanent job vacancy occurs (including apprentice vacancies), other than a job vacancy in Job Class One or Two, or a new job is created, notice shall be posted on all departmental notice boards for a minimum period of five (5) working days and a copy of the notice shall be sent to the Union.

b) Such notice posted by the Company shall provide the following information:

- Department
- Job Classification and Hourly Rate
- Deadline Date
- Qualifications as set out in Schedule 4

c) Written applications shall be completed by the applicant himself and presented to the Personnel Office.

d) Prior to leaving for a vacation pursuant to Article 11, or an approved leave of absence not exceeding ninety (90) days, an employee may indicate his desire to be considered for a job which may be posted during his absence, by completing the appropriate form and submitting it to the Personnel Department. This application shall be considered as if the employee had applied to a position under this article.

e) The name of the successful applicant shall be posted on all departmental notice boards. He will also be placed on the new job as soon as possible.

f) An employee accepting a job posting outside his Department must remain in the Department to which he was posted for a period of six (6) months before applying for a job posting in any other Department.

6.15 An employee wishing to transfer from one department to another shall complete a transfer application form and submit it to the Personnel Office. This transfer application shall expire on December 31 of the year it is completed. When a vacancy occurs at Job Class 1 or 2 in the department to which the employee requests, he will be transferred, on the basis of the earliest applicant transferred first, provided he has the physical fitness and qualifications to do the job.

6.16 Non-permanent, or temporary vacancies are vacancies in existing permanent positions lasting no longer than thirty (30) working days, or vacancies which are created by employees absent. due to illness, injury, leave of absence or vacation,

A temporary vacancy of more than five (5) working days may be filled by an employee who is the departmentally senior qualified employee on the shift, or if no such employee is available then it may be filled by an employee who is training for such position, It is understood and agreed that temporary vacancies of five (5) working days or less may be filled by someone other than as set out above. An employee so promoted will be subject to return to his former classification on the return of the permanent employee.

ARTICLE 7

Grievance Procedure

7.01 Reprimands

A written reprimand given by the Company to an employee will be signed by him or by the Shop Steward and by the Supervisor concerned as an acknowledgement of its receipt, and a copy of each written reprimand will be sent to the Union immediately and shall be subject to the grievance procedure. After the period of one (1) calendar year has elapsed from the date the reprimand was issued all reference to the reprimand will be stricken from the records, except that reprimands for recurring infractions and infractions of a serious nature shall not be stricken from the records,

7.02 Stewards shall be regular employees of the Company and shall not number more than one per department. The duties of the steward will be to receive, investigate and endeavour to settle grievances as outlined in the grievance procedure, The Union shall notify the Company in writing of the name of the steward in each department.

7.03 a) There shall be a Grievance Committee consisting of four (4) employees selected by the Union currently in the employ of the Company.

b) All shop stewards shall have the authority to investigate and process grievances arising in their own departments through the First and Second Stages of the grievance procedure and may act as alternates for members of the permanent Grievance Committee as contained in this Article.

c) The Chief Shop Steward and any member of the Grievance Committee shall have the right to process any grievance,

d) Employees should discuss any complaint with their immediate supervisor so that it may be attended to as quickly as possible, Nothing contained in this Article shall limit or impair the right of any employee to present, settle or adjust his personal complaint with the Company at any time. However, should a difference arise between the Company and the Union, any employee or employees concerning the interpretation or violation of this Agreement, an earnest effort shall be made to settle the difference without undue delay in the following manner.

Stage One

Failing settlement of an alleged grievance at the complaint stage and within seven working days of the event giving rise to the grievance, the employee shall present his grievance to his Supervisor, and may be accompanied by a Steward in presenting the grievance. The Supervisor shall provide a written answer to the grievance within seven days. Failing a satisfactory answer, the grievance may be processed in writing to Stage 2.

Stage Two

The Mine Manager or his designate will meet with the employee, and his Steward within three working days of receiving

the grievance, and respond in writing within **five** working days. Failing settlement of the grievance at Stage Two, or a reply in writing within five working days, the grievance may be referred to arbitration within twenty-one calendar days of the Stage Two meeting.

7.04 a) Grievances alleging that an employee has been dismissed or suspended contrary to the terms of the Collective Agreement shall commence at Stage 2. The Stage 2 meeting will be held within two working days of receipt of written notice of grievance. The Company shall give ita reply in **writing** within two days of the Stage 2 meeting.

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b) Company grievances may be initiated at Stage 2, by submission of the grievance to the Union.

c) The employee may be accompanied by a Steward at any stage of the grievance procedure,

7.05 In determining the times in which any steps are to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory Holidays shall be excluded when the time is seven (7) days or less. Any and all time limits fixed by this Article may at any time be extended by agreement in writing between the Company and the Union,

7.06 If advantage of the provision of this Article is not taken within the time limit specified herein, or as extended by mutual agreement in writing, the matter in dispute shall be deemed to be abandoned.

7.07 The Company and the Union shall agree on forms for the presentation of grievances.

7.08 Grievances shall normally be handled at the company properties in the Keno Hill area of the Yukon, however, by agreement of the two parties, grievances may be settled at other places. So far as possible, the settlement of grievance shall be carried out when the employees are not working in order to keep loss of wages and production to a minimum.

7.09 If it is necessary for an employee to take time off during work hours in connection with a grievance, he must arrange with his Mine Captain or foreman to be off at a time which will least interfere with the work. Such time off shall be paid for at the employee's basic rate and shall be considered as time worked. If an investigation of a grievance involves a steward entering any part of any plant or any mine other than his own working place, or if it involves the investigation of the condition of a working place, or of equipment, he must obtain a permit for that purpose from the department head concerned.

7.10 **WORK CONTINUES DURING GRIEVANCE AND ARBITRATION PROCEDURE**
In all cases while disputes are being investigated and settled in accordance with this Agreement, the employee or employees shall continue to work pending final settlement except where the dispute relates to the discharge or suspension of an employee, in which case the employee shall cease to work,

ARTICLE 8

Arbitration

8.01 Whenever, pursuant to the provisions of this Agreement, a reference to arbitration is invoked, the party which initiated the grievance shall immediately contact the next arbitrator in sequence on the panel referred to in Article 8.02 to arrange a hearing at the earliest possible date. In the case of discharges and other urgent matters and with the consent of the other party, every member of the panel shall be contacted in order to arrange an earlier hearing date.

8.02 The panel of Arbitrators shall consist of:

- to be jointly determined by parties

Selection shall take place in sequence starting with the first name. In addition to the above panel of names, Territorial Arbitrators may also be used, by mutual agreement of both parties.

8.03 In the event none of the Arbitrators named in Article 8.02 are available, the Minister of Labour of Canada shall be requested to appoint one.

8.04 Arbitration proceedings shall be held at the Company's Keno Hill operations or at such other place that the parties involved shall agree upon in writing.

8.05 The parties will each bear an equal proportion of the Arbitrator's total expense account.

8.06 If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the parties agree to be bound by the decision of the Arbitrator.

8.07 The decision of the Arbitrator shall be made within twenty-one (21) days of the hearing and such decision shall be final and binding on both parties.

8.08 The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of a grievance referred to Arbitration, but he shall not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

ARTICLE 9

Hours of Work

9.01 The expression "basic rate" wherever used in this Agreement shall mean at any time with respect to any employee the straight time rate per hour as defined in Schedules 1 and 2, depending on the relevant time period, (exclusive of all premium pay of any sort) to which said employee is entitled under this Agreement in respect of the work which he is performing at such time.

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

9.03 Hours of work are based on a rotation crew change format as follows:

(i) Mine employees work a rotation of four weeks in (28 shifts) and two weeks out with daily regular hours of work consisting of ten (10) hour shifts, The regular day shift will be 7:00 a.m. to 5:00 p.m. and the regular night shift will be 7:00 p.m. to 5:00 a.m. Employees that work ten hour shifts will have a paid lunch break of thirty minutes designated by the Company during the period of the fifth and sixth hours of the shift,

Employees on a ten (10) hour shift schedule shall have their regular weekly hours averaged over a six (6) week rotation period, therefore in each *six* (6) week period an employee who worked in excess of two hundred and forty (240) hours will receive pay at one and a half times their basic hourly rate for such hours.

(ii) **Mill**, Maintenance and Surface employees work a rotation of two weeks in (14 continuous shifts) and two weeks out with daily regular hours of work consisting of twelve (12) hour shifts. The regular day shift will be 7:00 a.m. - 7:00 p.m. and the regular night shift will be 7:00 p.m. to 7:00 a.m. Employees that work twelve hour shifts will have a paid lunch break of thirty minutes designated by the Company as work allows, however, will not work more than six (6) consecutive hours before receiving lunch break.

Employees on a twelve (12) hour shift schedule shall have their regular weekly hours averaged over a four (4) week rotation period, therefore in each four (4) week rotation period an employee who worked in excess of one hundred and sixty (160) hours will receive pay at one and a half times their basic hourly rate for such hours.

(iii) **Day** means a period of twenty-four (24) hours beginning at the start of the employee's respective day or night shift.

Week means a period of seven (7) consecutive days beginning at the start of an employee's respective day or night shift,

9.04 The Company will provide transportation by motorcoach, Whitehorse/Company property return, for employee rotation at no cost. The coach will depart from Whitehorse or company property, as the case may be, at a time designated by the Company in keeping with operational requirements, Schedule of departure times will be issued by the Company.

Employees working a ten (10) hour shift will normally commence their rotation, if on the night shift, on the day of arrival from Whitehorse, with day shift employees commencing their rotation on the day shift following the date of arrival. The reverse will normally apply with departure from the Company property to Whitehorse, Departure time will normally be following the day shift hours and prior to commencement of the night shift.

Employees working a twelve (12) hour shift will normally commence their rotation on arrival at Company property.

9.05 Overtime will be paid as follows:

(i) Employees on a ten (10) hour shift schedule will receive one and a half times their basic hourly rate of pay for the eleventh and twelfth hour, and two times their basic hourly rate for any subsequent hours worked in the same day.

(ii) Employees on a twelve (12) hour shift schedule will receive two (2) times their basic hourly rate of pay for every hour worked in excess of their twelve (12) scheduled hours of work in the same day.

(iii) Any employee who works in excess of regular shift hours in any one day shall be provided with a hot meal then and every four (4) hours continuous overtime thereafter, unless he was provided with a hot meal prior to the beginning of the overtime in which case a second meal will be made available to him following four (4) hours overtime.

An employee who is called out shall be provided with a hot meal after working in excess of four (4) continuous hours overtime and every four (4) hours continuous overtime worked thereafter.

9.06 Notwithstanding anything to the contrary, there shall be no pyramiding of (daily/averaged weekly) hours, rates or allowances. Overtime shall not be paid more than once for the same hours worked.

9.07 An employee who is required to work before his regular starting time shall be paid at the rate of two (2) times his basic rate for the time worked before his regular starting time.

9.08 An employee shall be given forty-eight (48) hours notice of a change of his scheduled shift. In the event such notice is not given, the employee shall receive one and one-half times his basic rate for all hours worked on the first shift of the change.

9.09 An employee who reports for work on his regular shift and who was not told in advance not to report will be guaranteed four (4) hours work *or* four (4) hours pay at his basic rate in lieu of

work, This shall not apply to employees who are returning to work after an absence of five (5) days or longer.

9.10 All employees' working time shall be calculated to the nearest one-half (1/2) hour.

9.11 Overtime work shall be on a voluntary basis; however, when an employee has agreed in writing to work a specific overtime shift, such shift shall then be treated as a normal work shift for the purpose of this Agreement,

9.12 a) **The** Company shall give notice **of** overtime as **far** in advance **as** practicable,

b) **When** overtime is required on any particular job, such work shall first be offered to the employees of the appropriate job classification who normally perform such work.

c) Overtime shall first be distributed as equitably **as** possible amongst those willing employees of the appropriate job classification who normally perform such work.

d) If no appropriate employee is both willing and available, overtime **may** then be offered to other classifications of employees.

9.13 An employee **who has** already left his working area **after** completion of his scheduled shift, and **who** is recalled **for work**, shall be paid two **(2)** times his basic rate for all **hours** worked on recall **up to the starting** time of **his** scheduled shift, but in any event he shall be paid **for** not less than five **(5) hours** at his regular straight time hourly rate.

9.14 If an employee is transferred to a higher or lower paid job for four **(4) hours** or more in any one **day**, he shall be paid the higher rate for the full shift of that day, An employee **transferred** to a higher paid job for less than four **(4) hours** in **any** day shall be **paid** the higher **rate for** the **time** so employed if it is one hour **or more**, but **shall otherwise be paid** his **usual basic** rate.

ARTICLE 10

Wages

10.01 Wages **are** to be as set forth in Schedules 1 and 2 of this Agreement and shall **be** paid as stipulated therein,

10.02 An employee who is discharged, laid **off** or voluntarily **quits** shall be paid **all wages** as promptly as possible. However bonus payments cannot be paid until the next following **bonus payday**.

10.03 If the Company establishes a new job classification, it agrees to **meet** with the Union to discuss an appropriate rate for **such** new classification, having **regard** to the **scales** of wages in **this** Agreement.

If the **parties** are unable to agree on a rate, the Company shall **set** as a rate. If the Union is dissatisfied with the **rate** set by **the** Company, it may raise the matter as a grievance at **Stage 2 of** the grievance procedure.

ARTICLE 11

Vacation With Pay

11.01 Vacation entitlement is based on year(s) of service with the Company.

Employees will be paid their vacation entitlement once annually on anniversary date of last hire of each year, based on gross earnings of *previous* year ending December 31st. If an employee requires more than his two weeks earned rotational leave, he must apply in writing to his supervisor for unpaid leave of absence and where such request is for annual vacation purposes of two weeks it will be granted, however, any additional unpaid leave request will be reviewed on its merits and granted subject to operational requirements,

The Company has the right to schedule and approve all vacations. Vacation requests must be submitted in writing to the Company at least one month prior to the vacation period, The Company shall not unreasonably withhold its approval and will attempt to schedule vacations, when possible, in accordance with the employee's request.

Vacation Entitlement

<u>Earnings</u> <u>Years of Continuous Service</u> <u>Date</u>	<u>Vacation Pay as a</u> <u>Percentage of Gross</u> <u>Earnings on Hours Worked</u>
Up to and including one year	4%
Over one year but less than five	6%
Five but less than ten	8%
Ten but less than fifteen	10%
Fifteen and over	12%

Statutory Holidays

12.01 a) An employee governed by this Agreement shall receive eight (8) hours pay at basic rate for each of the following holidays, referred to herein for convenience as Statutory holidays, subject to Article 12.01 (f).

- | | |
|-------------------|-------------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Remembrance Day |
| 4. Canada Day | 9. Christmas Day |
| 5. Discovery Day | 10. Boxing Day |
| | 11. Employee's birthday |

All Statutory Holidays will be observed on the day on which they actually fall, unless mutually agreed otherwise by both parties in writing.

b) For work performed on a Statutory Holiday an employee shall be paid one and a half times his applicable job rate in addition to any amount payable under Article 12.01(a). All hours worked in excess of regularly scheduled daily hours will be paid at two (2) times the employee's applicable job rate.

c) An employee on vacation or vacation leave of absence will receive his regular rate for Statutory Holidays which fall within his vacation period or vacation leave of absence and shall be entitled to an extra day's vacation or vacation leave of absence with respect to each such Statutory Holiday falling within his vacation period or vacation leave of absence.

d) An employee shall not be so paid if he does not work his last regularly scheduled shift before or his first regularly scheduled shift after such Statutory Holiday, or

(i) if he has not completed his probationary period of employment, or

(ii) if an employee agrees in writing to report for work on such holiday and fails to do so, he shall not qualify for payment.

However, he shall be entitled to be so paid provided he works one of the above-mentioned shifts and does not work the other qualifying shift because:

(i) of illness or non-industrial injury (other than from the use of alcohol or drugs),

(ii) he was on an authorized leave of absence.

(e) For the purpose of calculating overtime and vacation, an employee who qualified for payment for a Statutory Holiday will be deemed to have worked eight (8) hours on the Statutory Holiday. This clause shall not apply when the Statutory Holiday falls on an employee's regularly scheduled day off.

(f) If an employee is receiving Workers' Compensation benefits or indemnity plan benefits, he shall be paid the difference between eight (8) hours at his basic rate and the daily benefit being received,

Leave of Absence

13.01 a) Application *For* leave of absence must be in writing and such leave of absence in writing may be granted at the discretion of the Company, or in the case of an application made under paragrapha (b) or (c), shall be granted by the Company.

b) An employee who has been elected or appointed by the Local Union to attend International, National or Local gatherings may request a leave of absence without pay for this purpose. Not more than four (4) employees, of whom no more than two (2) shall be from the same department, may take leave under this section at any one time. The aggregate leave of absence granted under this section shall not exceed one hundred (100) days in any one (1) calendar year.

(c) The Company will grant an employee leave of absence of up to one (1) year to work for the Local or International Union. The Union must request the leave in writing. This leave may be extended for additional periods at the request of the Union, and on the approval of the Company. Not more than two (2) employees may be on leave under this clause.

13.02 Where the spouse of an employee is also employed by the Company, upon request, the Company will arrange that their leaves be taken at the same time up to the length of each individual's leave entitlement.

13.03 Maternity Leave

An employee who is pregnant shall be given leave of absence without pay or loss of seniority from eight (8) weeks prior to delivery until twelve (12) weeks after delivery or for such longer period after delivery as her doctor may certify, subject only to the provisions of Articles 6.03, 6.04 and 6.05.

An employee who commences legal proceedings to adopt a child or obtains an order for the adoption of a child shall be granted a leave of absence without pay or loss of seniority for up to twenty-four (24) weeks commencing one week prior to the day the child comes into the actual care and custody of the employee. The aggregate amount of leave of absence from employment that may be taken by two employees in respect of the adoption of any one child shall not exceed twenty-four (24) weeks. An employee who intends to take a leave of absence under this article, shall give at least four (4) weeks notice in writing to the employer and inform the employer in writing of the length of leave intended to be taken.

13.04 Leave without pay will be granted to a maximum of three (3) employees of the Bargaining Unit to run for office in the Yukon Legislative Assembly or Federal Government. The leave will be of sufficient duration to complete the term of the respective office elected to.

13.05 Bereavement Leave

In the case of a death in the immediate family of an employee, the Company will grant him three (3) days leave of absence with pay, and an additional two (2) days with pay if he attends the funeral, Any reasonable request for extra bereavement leave (unpaid) will not be denied.

Immediate family shall mean parents, step-parents, spouse, children, foster and step-children, grandparents, grandchildren, brothers and sisters, and spouse's immediate family.

Proof of attendance at the funeral may be required by the Company.

13.06 All applications for Compassionate leave exceeding three (3) days shall be made in writing directly to the Mine Manager.

ARTICLE 14

Safety and Health

14.01 The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work places, After notifying the Union, the Company may issue safety rules and regulations which are not inconsistent with this Agreement. The Company will provide appropriate safety devices for the protection of employees from injury, accidents and unhealthy conditions as provided for in the rest of this Agreement.

Current Government and Company mining and safety regulations shall be published in booklet form and will be available upon request.

14.02 a) A Safety and Health Committee (hereinafter called the Committee) will be established consisting of a maximum of three (3) members appointed by the Union and a maximum of three (3) members appointed by the Company. The Union and the Company respectively may each select another person from the Department inspected to act as an advisor to the Committee. This person can only represent the Department in which he is employed.

b) The Committee shall recommend, advise and assist the Safety Department in all matters pertaining to safety and health.

(c) The general duties of the Committee shall be:

(i) The Committee shall be informed of all major and minor accidents. The Company shall furnish as soon as possible a report on the cause of such accidents to the Committee. If requested by either the Company or the Union, an investigation of an accident will be initiated by the Committee as soon as possible.

(ii) The Committee shall hold meetings at least once a month for the discussion of current accidents and reports of its investigations and inspections. Special meetings shall be convened to discuss accidents investigated by the Committee.

(iii) To keep a record of all investigations, inspections, complaints, recommendations and minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made. If no action has been taken, the reasons therefore shall be given.

(iv) The Committee shall provide each department with facilities for receiving written complaints or suggestions.

(d) The representatives of the Union on such Committee shall be designated by the Union from among regular employees who have knowledge of the requirements and practices of the plant and the areas being inspected.

14.03 Safety Tours

a) Inspections shall be conducted not less than once a month of the entire plant or place of work to determine hazardous conditions, to check unsafe work practices and to receive complaints and recommendations with respect to these matters.

b) These inspections shall be conducted by not more than four (4) persons consisting of (a) Safety Supervisor, (b) Company

Representative, (c) Union Representative, (d) an employee familiar with the work place under inspection, and who is agreeable to both

the Company and Union Representatives,

(c) Inspections will also be carried out to:

(i) Investigate fire conditions, examine fire escapes, fire extinguishers, buckets and all fire fighting appliances,

(ii) Inspect lighting arrangements in all places of employment and to report to the Company all insufficiently lighted places, passageways and other portions of the plant or camp where employees are liable to be injured in the course of their employment.

(iii) To inspect or arrange for inspection, all Company machinery, power transmission, motor stops, cables, blocks, slings, chains, tongs, tools, stationary and mobile equipment, and accident prevention devices.

14.04 The time spent by an employee attending safety and health meetings or while on an authorized safety tour as designated in clauses 14.02 and 14.03 during his scheduled working hours shall be considered time worked. The Company will pay the employees concerned his or their hourly rate for all such hours.

14.05 The Company accepts the responsibility for making adequate provisions for the safety and health of its employees provided that in all events employees obey the rules and regulations published by the Company. Any employee may refuse to work in his assigned workplace when adequate safety precautions have not been taken. Where, in such circumstances, the employee does not work, he shall not suffer loss of pay.

14.06 a) Any employee suffering injury while at work in the employ of the Company must report such injury to his supervisor as soon thereafter as possible; and also report to his supervisor prior to returning to work. In the event the employee is physically unable to report the injury to his supervisor, the employee shall report the injury to the Elsa Medical Office as soon as possible.

b) Any employee who has suffered a work accident and who, in the opinion of the attending physician, is unable to continue his regular work the day of the accident, will receive his basic hourly rate for the remainder of the shift.

c) An employee who is injured on the job and who is referred by the Company doctor for treatment provided by the Workers' Compensation Board shall, when declared fit for employment by the appropriate offices of the Workers' Compensation Board provided he is still employed by the Company, report for work to one of the Company's hiring agents within fourteen (14) days of being declared fit for employment.

14.07 All employees and the Company shall observe the simple rules of good housekeeping, cleanliness and sanitation.

14.08 The Company will pay one hundred percent (100%) of the cost of prescription safety lenses and up to Fifty Dollars (\$50.00) once per year towards the cost of safety frames for those employees

who require prescription safety glasses. These prescription safety glasses will not have to be returned upon termination.

14.09 In the event of an employee sustaining an injury at work or becoming affected by an occupational disease during the course of his employment and becoming physically handicapped as a result thereof, the Company shall allow the employee to bump into another job at the same classification as he held at the time of his disability, or lower, provided he is qualified and has the ability and physical fitness for the position.

14.10 Protective Devices

Protective Devices (such as disposable dust masks, ear plugs) and other equipment considered necessary for the protection of employees shall be provided free of charge by the Company subject to Article 14.11 below, but this shall not include personal necessities such as hard hats and miner's belts which will be sold to the employees at cost by the Company. The Company will provide leather battery straps at no charge when handed in for replacement.

Winter coveralls, winter mitts, hard-toed boots and work gloves will be provided to employees at fifty percent (50%) of cost when worn items are turned in.

14.11 Company Articles on Loan

Certain articles of protective equipment shall be supplied by the Company to the employee on a loan basis and the employee will be required to sign for the same and return said articles to the Company in good and serviceable condition (fair wear and tear excepted) as and when the Company so requires. If the employee fails to do so, he shall be charged with replacement cost of the articles in question,

The articles which the Company will provide on a loan basis are:

1. Safety glasses
2. Ear muffs
3. Chin straps
4. Cases for safety glasses
5. Welder's masks and goggles
6. Dust masks
7. Slickers
8. Shoulder length rubber gloves and rubber boots for handling lime
9. Safety belts
10. Safety blocks
11. Safety lines
12. Fullvue monogoggles
13. Welder's helmets
14. Welder's gloves
15. Grinding goggles
16. Cutting and Burning goggles
17. Painter's masks
18. Electrician's high voltage gloves
19. Aprons and Shields
20. Welder's screens
21. Locks and lockout tags

22. Protective clothing to handle reagents and acids
23. Chlorine respirators
24. Cyanide respirators
25. Winter lining for hardhats.

Technological Change

15.01 In this Article "technological change" shall have ~~the~~ meaning given to it by the Canada Labour Code, Part ~~7.1~~ *11*

15.02 The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

15.03 Sections ~~150~~⁵², ~~152~~⁵⁴, and ~~153~~^{IF. 55} of the Canada Labour Code, Part ~~7~~¹¹, do not apply during the term of this Agreement to the Company or to the Union.

15.04 If the Company decides to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, the Company will give written notice to the Union at least ninety (90) days prior to the date on which the technological change is to be effected. The notice shall state:

- a) the nature of the technological change;
- b) the date upon which the Company proposes to effect the technological change;
- c) the approximate number and type of employees likely to be affected by the technological change;
- d) the effect that the technological change is likely to have on the terms and conditions or security of the employment of the employees affected; and
- e) such other information that may be pertinent with respect to the technological change.

15.05 If in the opinion of the Union the Company has failed to comply with Article 15.04, the Union may submit this in writing as a grievance at Stage Two under Article 7.03 whereupon it shall be decided by Arbitration under Article 8 whether or not the Company has effected a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees.

15.06 If the Company has given notice to the Union in accordance with Article 15.04 or if it has been established by arbitration that the Company has effected a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, then:

a) any employee, other than a probationary employee, who is laid-off for a period exceeding ninety (90) days because of the technological change shall, in addition to any other termination benefits due to him, be paid one (1) week's pay at his last basic rate of pay for each two (2) years of service, and upon being paid this amount he shall cease to have any right of recall under Article 6.12;

b) any employee who, because of the technological change, is transferred and/or demoted shall continue to be paid at the basic rate of pay he was receiving when he was affected by the

technological change, i.e. his rate shall be "red-circled;"'

c) the Company will, whenever it is practical to do so, endeavour to retrain in new skills, employees who have been transferred and/or demoted because of a technological change.

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ARTICLE 16

16.01 If an employee is selected for jury duty, subpoenaed by a Court to be a witness; or required by competent authorities to fight fires within the area local to his place of employment, the Company shall grant the employee leave of absence with pay, such pay to be the difference between his regular basic rate for a ten (10) hour day or twelve (12) hour day as the case may be with employee's regular shift and the monies received by the employee for such duties,

ARTICLE 17

Tool Replacement

17.01 The Company agrees to replace any employee's personal tools which have been broken, worn out, lost or stolen during the performance of the employee's assigned duties or while stored and securely locked on Company property, in a Company approved location which allows the employee reasonable access to his tools, provided such tools are not covered by a manufacturer's warranty.

17.02 The Company will not be held responsible for any tools or personal belongings an employee leaves on the property when he terminates or is discharged.

ARTICLE 18

Board and Lodging

18.01 The following are the current camp rules established by the parties and which may be revised from time to time:

a) Upon arrival at the mine site, all parties must register at the caterers' office so that the kitchen will have an accurate number of meals prepared and so that a key for a room could be assigned.

b) Likewise when leaving the camp, notify the caterer for appropriate adjustments and to return the room key. There will be a \$5.00 charge for lost keys.

c) Residents are expected to give consideration to others by keeping radios and TV set at low volume.

d) Posted meal hours may be changed to suit job schedules, If you know in advance that you are going to be late for a meal, inform your supervisor so that a hot meal will be kept for you,

e) Entry to kitchen area and food store room is restricted to authorized personnel. ^{An area within} The dining area will be open between meal hours for general use by camp residents.

f) All meals are to be eaten in the dining room only. Therefore dishware and utensils should not be removed from the dining area.

g) Boots and work clothes should be clean before entering the recreation hall, dining room, or bunkhouses,

h) Firearms, alcohol, and illegal drugs are not allowed in camp.

i) Smoking in bed is prohibited.

18.02 For employees lodging in the Company's bunkhouses, the Company will provide for each employee one (1) mattress, one (1) mattress cover, two (2) blankets, one (1) bedspread, one (1) pillow, two (2) sheets, one (1) pillow case, and window curtains for which there will be no charge to the employee except that any loss or damage beyond ordinary wear or tear shall be a charge to the employee to whom they were provided. The Company will make arrangements for bedding as herein listed to be laundered and as far as possible the following schedule will be adhered to:

i) Two (2) sheets and one (1) pillow case per week.

ii) Blankets, bedspreads and mattress cover every two (2) months.

All the above items shall be in good condition.

18.03 The Company will maintain the laundry facilities patronized by those entitled to Board and Lodging in good repair. Employees must not misuse the facilities.

The Company shall provide and maintain facilities for all employees to launder work clothes in the Mine Dry.

18.04 Cookhouse

Cookhouse hours shall be as follows:

Breakfast
Lunch
Dinner

5:45 a.m. - 8:30 a.m.
11:45 a.m. - 12:30 ~~a.m.~~ p.m.
5:30 p.m. - 8:30 p.m.

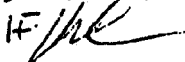
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The Company will require the cookhouse caterer to provide meals according to the Construction Camp menu.

The employees will be required to vacate the Cookhouse premises within fifteen (15) minutes after the established closing times,

ARTICLE 19

Pension Plan / *Group*

19.01 Refer to letter of understanding made between the parties
and dated September 17, 1990, which shall form part of the
collective bargaining agreement. *IF* 

IF.

ARTICLE 20

General Provisions

20.01 An employee required to clean underground toilets shall be paid at two (2) times his applicable basic rate for all such hours worked,

20.02 Any employee possessing a valid Industrial First Aid certificate shall be paid Forty (40) Dollars per month in addition to his basic rate of pay, up to a maximum of one such employee per department per shift.

For the purposes of this clause, individual mines are considered to be departments.

20.03 Employees from job classification 6 and up who have been specifically instructed in writing to train another employee for advancement to another classification, shall be paid a premium of Fifty (50) cents per hour in addition to their basic rate of pay for each hour that such training is given. This clause shall only apply where the trainee has been assigned temporarily for training in addition to the normal work complement.

20.04 Any pregnant employee whose health in the opinion of her doctor may be adversely affected by her working conditions shall be transferred to a non-hazardous job wherever possible for the duration of her pregnancy.

ARTICLE 21

Advisory Committee

21.01 An Advisory Committee shall be formed to provide a recognized channel of communications between the employees and the Company to consider problems of mutual concern not ordinarily covered in the Collective Agreement. Such a committee is to be composed of not more than three (3) members representing the employees and three (3) members representing the Company. Meetings shall be held at times and places as mutually agreed upon, but not less than three (3) a year, The party requesting the meeting will submit an agenda for consideration.

ARTICLE 22

Strikes and Lock-outs

22.01 In view of the orderly procedures established by this Agreement for the settlement of disputes and the handling of grievances and, in accordance with the **Canada Labour Code, Part IV**, the Union agrees that it will not authorize, condone or engage in any unlawful work stoppage or slow-down, nor shall the company *institute* any unlawful lock-out at the Keno Hill operations. Employees who promote or engage in any unlawful work stoppage or slow-down shall be subject to disciplinary action up to and including dismissal,

ARTICLE 23

Notices

23.01 Any notice required to be given to the Company under the terms of this Agreement shall be given by mail addressed to the Company at its postal address in Elsa, Yukon Territory. Any notice required to be given the Union under the terms of this Agreement shall be given by mail addressed to the Secretary of the Union at its postal address at Elsa with a copy to the International Representative of the Union, addressed to: P.O. Box 4447, Whitehorse, Yukon Territory.

ARTICLE 24

24.01 Duration of Agreement

This agreement shall come into force effective ^{September 17, 1990 and} ~~upon the date of acceptance by the employees of the final offer made by the Company on September 11, 1990, and shall remain in effect up to and including the date three (3) years from such acceptance,~~ and thereafter (until a new Agreement is signed or until any statutory continuation of the terms of this Agreement has come to an end, whichever occurs first. Either party may, within three (3) months immediately preceding the date of expiry of the Agreement by written notice require the other party to the Agreement to commence collective bargaining.

In witness whereof the parties have executed this Agreement this ^{17th} day of September, 1990 at Whitehorse, Yukon.



SCHEDULE 1

Job Classification

1. Nightwatchman
2. Underground Labourer, Mill Helper, Surface Labourer
- 3.
4. Standard Truck Driver
5. Trades Helper, 1st Year Apprentice
6. Miner's Helper, Hydraulic Fill Plant Operator
7. Loci Operator, Deckman, Loadout Operator, U/G Truck Driver
8. Compressorman
9. Cagetender, Scooptram Operator
10. Trackman, Crusherman, Ball Mill Operator
11. Miner, Timberman, Tradesman II, 2nd Year Apprentice
12. Boilerman 4 (Certified), 3rd Year Apprentice, Canvasman
13. Heavy Duty Operator, Forklift Operator, Grizzly Operator
14. Hoistman, Solution Operator
15. Tradesman I, 4th Year Apprentice, Boilerman 3 (certified), Flotation Operator, Equipment Operator (Special), Open Pit Driller/Blaster
- 16.
17. Journeyman (non-certified)
18. Journeyman (certified)

WAGE RATE SCHEDULE 2

Effective September 17, 1990

Effective September 17, 1991

Effective September

JOB CLASS

YEAR 1
(on ratification) *H. [Signature]*

YEAR 2 *H. [Signature]*

YEAR 3

JOB CLASS	YEAR 1 (on ratification)	YEAR 2	YEAR 3
1	12.16	13.25	14.57
2	12.43	13.55	14.90
3	12.69	13.83	15.21
4	12.95	14.12	15.53
5	13.21	14.40	15.84
6	13.47	14.68	16.15
7	13.73	14.97	16.47
8	14.00	15.26	16.79
9	14.26	15.54	17.09
10	14.52	15.83	17.41
11	14.78	16.11	17.72
12	15.04	16.39	18.03
13	15.30	16.68	18.35
14	15.56	16.96	18.66
15	15.83	17.25	18.97
16	16.09	17.54	19.29
17	16.35	17.82	19.60
18	16.61	18.10	19.91

SCHEDULE 3

The following is a list of requirements which are prerequisite to enable an employee to bid on training positions.

CLASSIFICATION	REQUIREMENTS
7. U/G Truck	up to six (6) months U/G
9. Scooptram Operator	up to six (6) months U/G
10. Crusherman	minimum two (2) weeks as Loadout Operator
10. Ball Mill Operator	qualified Crusher Operator
11. Timberman	up to one (1) year experience as Miner's Helper
13. Forklift/Loader Operator	Class 5 Driver's license
13. Heavy Duty Operator Truck	Ais Brake Ticket, Class 5 license
Cat/Grader	qualified as Truck Operator
14. Hoistman	up to two (2) years U/G experience including six (6) months as Deckman or Cage-tender
14. Solution Operator	qualified Ball Mill Operator
15. Flotation Operator	qualified Ball Mill Operator
15. Driller/Blaster	temporary blasting ticket

SCHEDULE 4

The following is a list of minimum qualifications required by an applicant to a permanent position.

JOB POSITION - PERMANENT POSITIONS

JOB CLASS	QUALIFICATIONS
4. Standard truck driver	Class 5 license
5. 1st Year Apprentice	Government requirements
6. Miner's Helper	Up to six (6) months experience in U/G classification other than Labourer
6. Hydraulic Fill Plant Operator	Up to six (6) months in U/G classification knowledge of Hydraulic Fill placement
7. Loci, Deckman	Up to six (6) months experience U/G
7. U/G Truck	Trained and qualified in position or satisfactory previous experience
7. Loadout Operator	One (1) month of Mill experience
8. Compressorman	Basic knowledge of compressors
9. Cagetender	Experience as Deckman
9. Scooptram	Trained and qualified in position or satisfactory previous experience
10. Trackman	Six (6) months experience as a Miner's Helper working in a drift or satisfactory previous experience
10. Crusherman	Trained and qualified in position
10. Ball Mill Operator	Trained and qualified in position
11. Miner	Trained and qualified in each of stope, raise and drift or satisfactory previous experience; and have current Blasting Ticket. The normal training period is six (6) months experience as a Miner's Helper in each area
11. Timberman	Trained and qualified in position or satisfactory Previous experience

Tradesman II	Trades helper with at least one (1) year
12. Boilerman 4 (certified)	Government requirements
13. Heavy Duty Operator Truck	Trained and qualified in position or satisfactory previous experience
Cat/Grader	Trained and qualified in position or satisfactory previous experience
Forklift/Loader Operator	Trained and qualified in position or satisfactory previous experience
14. Hoistman	Trained and qualified in position or satisfactory previous experience
14. Solution Operator	Trained and qualified in position
15. Tradesman I	Tradesman II
15. Flotation Operator	Trained and qualified in position
15. Open Pit Driller/Blaster	Trained and qualified in position or satisfactory previous experience and ticket
15. Boilerman 3 (certified)	Government regulations
17. Journeyman (n/c)	Tradesman I
18. Journeyman (certified)	Certification

SCHEDULE 5

APPRENTICESHIP PROGRAM

1. The present Apprenticeship program will be in conjunction with the program set out at the Whitehorse, Yukon Territory, Vocational School.
2. The Apprenticeship pay schedule will be in accordance with the present pay schedule for apprentices. Progression through this schedule is subject to successful completion of prescribed theoretical training, practical training, and tests.
3. An employee assigned to training through an apprenticeship course shall be initially assigned to that period of the Apprenticeship Schedule which is appropriate to his accumulated training and experience, which assignment shall be established by a determination of his qualifications and ability made in a manner that is fair, equitable, and appropriate in relation to the described work of a qualified journeyman.
4. Vacations and Statutory Holidays shall be counted as days worked for calculation of training time for Apprentices.
5. Any apprentice who fails to progress at the conclusion of three (3) consecutive determinations of his qualifications and ability, shall be subject to removal from the apprenticeship program.
6. Any apprentice removed from the Apprenticeship Training Program may exercise any seniority rights he may have accumulated,
7. Where the payments received from Government sources by an apprentice taking the academic courses prescribed by his Program are less than that which he would have received for normal hours worked at his basic hourly rate, the Company will pay the apprentice the difference.

SCHEDULE 6

ALCOHOL AND DRUG ABUSE COMMITTEE

1. A joint Union-Management Committee consisting of two (2) Union and two (2) Company members shall be selected by the respective parties to act as an ALCOHOL AND DRUG ABUSE COMMITTEE. The committee shall concern itself exclusively with matters relating to alcohol and drug abuse as it affects Company employees.
2. It is agreed that an employee assistance program will be developed through an established organization.
3. As far as practical the Committee will meet outside of normal working hours. If it is necessary to spend time during normal working hours on committee work, such time shall be paid at the employees' applicable basic hourly rate.

Letter of Understanding

Between

United Keno Hill Mines Limited

- and -

United Steelworkers of America
Local 924

Subject: Work Performed by Employees

underground production mining jobs

mill production operation jobs

maintenance shop work for underground and mill equipment

field maintenance of underground, open pit, and mill production equipment

boiler plant operation and maintenance

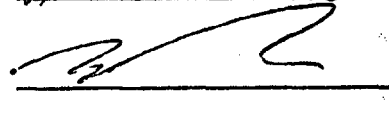
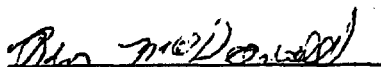

fill plant operation and maintenance

open pit operation

Dated the 17th day of September, 1990 at Whitehorse, Yukon

United Keno Hill Mines Ltd.

U.S.W.A. Local 924



Letter of Understanding

Between

United Keno Hill Mines Limited

- and -

United Steelworkers of America
Local 924

Subject: Pension Plan / Group RRSP Retirement Plan *F. file*

The parties agree that the existing pension plan be wound-up and that:

As F. file
approval of the ⁽ⁱ⁾ federal pension regulatory authority, and
whose interest in the plan represents not less than 75% of the plan liability, (ii) consent having been secured from the plan members to an equal division of any surplus as between the members (including active, deferred vested members and pensioners) and the Company,


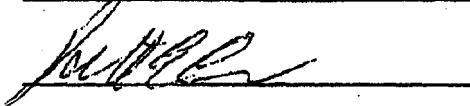
As F. file
the Company and the Union will establish a group RRSP as the retirement planning vehicle and the Company's contribution to such group RRSP will be 3.5% of gross earnings for hours worked payable monthly and capped at \$1,400, \$1,500 and \$1,600 per employee in years 1, 2 and 3 respectively of the collective agreement.

As F. file
This letter of Understanding forms part of the collective bargaining agreement.

Dated at Whitehorse, Yukon, as of the date of acceptance of the Company's final offer delivered September 11, 1990.

United Keno Will Mines Ltd.

U.S.W.A. Local 924

Ben McDaniel
