

**THIS AGREEMENT**

made this Xth day of February, 2011

BETWEEN

**XSTRATA CANADA CORPORATION  
XSTRATA ZINC DIVISION  
BRUNSWICK MINE**

**(hereinafter called the “company”)**

AND

**LOCAL 5385  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION.**

**(hereinafter called the “Union”)**

## **ARTICLE 1 - Purpose of Agreement**

1.01 The general purpose of this Agreement is to set forth provisions relating to the safety, welfare and health of employees, as defined in Section 2.01, to establish wage rates, hours of work, and other conditions of employment, prompt disposition of grievances and the efficient operation of the Company's business. This recognizes that it is the duty of the Company, the employees and the Union to co-operate fully, individually and collectively for the advancement of the said purpose.

1.02 Both parties mutually agree that in the interest of the promotion of industrial peace and the elimination of interruptions of work they will abide by and observe the terms and conditions of this Agreement.

## **ARTICLE 2 - Union Recognition**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at its Mining Division, Mines and Concentrator in Gloucester County, New Brunswick, save and except the following: Shift Bosses, Labour Bosses, Chief Operators, Assistant Electrical Foreman, Assistant Mechanical Foreman, Foremen, and other personnel above these ranks, Office and Clerical Personnel including Messenger Clerk, Engineering Department Personnel, temporary construction project personnel, watchmen and Security Personnel, prospectors and all others excluded under the Labour Relations Act of New Brunswick.

2.02 "Employee(s)" as used herein shall mean employee(s) as defined in Section 2.01

2.03

- a) Work which is regularly performed by bargaining unit employees will continue to be performed by bargaining unit employees provided that the manpower, skills, materials and equipment are available to satisfactorily complete the work efficiently and in the required time.
- b) When the Company intends to contract out work regularly performed by bargaining unit employees it will notify the Union Contracting-out Committee in writing one week in advance of sending out tenders. This notification will contain details of the area and the nature of the work to be performed. For the purpose of administration, the Company will designate a representative through whom contracting-out notices will be channeled.

Within one week after receiving the notice the Union Contracting-out Committee can request that a meeting be held with the Company if the committee believes that work will be assigned contrary to the collective agreement. After such a meeting, the Company and the Union representative will sign off on the agreed changes. The purpose of the meeting will be to discuss the work and whether bargaining unit employees or employees on layoff could be utilized in its performance.

The Company shall be represented by the individual designated by the Company to administer this article, or his replacement, and the department representative.

The Company will maintain an accurate work record of all employees who are on lay-off with recall rights. This record will contain the employee's job experience and training that may be utilized.

The Company will encourage contractors who have been awarded contracts to consider utilizing laid-off employees and will provide them with work records of laid-off employees where applicable.

If the contracting-out notice is not submitted, the Company will restrict the contractor's access to the property.

- c) No employee will be laid off, lose their employment, be demoted or have a reduction in the regular hours of work, as a result of contracting out.
- d) Where the procedure set out in 2.03 b) cannot be used because equipment breakdowns or similar circumstances require the immediate use of a contractor the Company will verbally notify a member of the Union Contracting-out Committee as soon as possible following the occurrence.
- e) The Company will advise all contractors of its policies with respect to safety, health and the environment and will require them to comply with these policies.
- f) The Union Contracting-out Committee will be notified when a contractor arrives on the Company property as to work location, number of people employed and the job to be performed. The committee will also be notified when the contractor completes the job, reduces or increases their manpower, and leaves the property.

2.04 The function of a supervisor is to organize and direct the work of his crew, therefore supervisors will not perform bargaining unit work except for purposes of training, experimentation or instruction or in emergencies when bargaining unit employees are not immediately available and only for the time required where the safety of employees could be affected, damage caused to the Company's property or the continuation of operations interrupted.

Grievances arising as a result of the alleged violation of this section shall be initially handled by the Superintendent or his delegate. In attendance at the meeting will be the Superintendent or his delegate, the supervisor concerned, the grievor(s), and his steward. The union president, or his delegate, shall have the option of attending. The decision or judgment of the Superintendent or his delegate shall be rendered following the meeting with all in attendance.

2.05 a) The Company will continue to provide at the Union's disposal an office.

b) Union President: The parties agree that it is in the interest of the employees, the Company and the Union to find solutions to labour relations problems that may occur during the life of this Collective Agreement. It is with the purpose of ensuring the best possible relations between the parties, that the Company pays the president of Local 5385 wages based on his regular weekly schedule at job class 23, to pursue activities in order to promote good labour relations.

**ARTICLE 3**  
**No Discrimination**

3.01 It is agreed that there will be no discrimination by the Union or the Company because of affiliation or non-affiliation with any Union or because of race, colour, creed, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation or sex. It is further agreed that there will be no solicitation of membership or other Union activity during working hours, except as provided in this Agreement. Nothing in this article can be construed to prohibit employees from casual discussion of Union affairs.

The Company and the Union recognize that, following discussions, unresolved cases covered by Human Rights involving discrimination may be referred to the Human Rights Commission.

**ARTICLE 4**  
**Management Rights**

4.01 The Union recognizes that it is the function of Management to direct the operations and the work forces of the Company, subject to the limitations of this Agreement.

4.02 Without limiting the generality of the foregoing Section 4.01, the following rights are included:

- a) To determine the products, schedules of production, methods, sequence and location of operations.
- b) To determine the numbers and jobs of employees required at any place from time to time for any and all operations.
- c) To maintain order, discipline and efficiency.
- d) To make, alter and amend reasonable rules of conduct and procedure for employees.
- e) To be the judge of the qualifications of the employees, which judgment shall not be arbitrarily applied.
- f) To discharge, suspend or discipline employees for just and reasonable cause, and also to hire, transfer, promote, demote and to assign employees to shifts.

4.03 When judging the qualifications of employees, the Company will consider all the facts relevant to the job concerned and will exercise its judgment in a bona fide manner and on an objective basis.

**ARTICLE 5**  
**No Strike - No Lockout**

5.01 During the term of this agreement the Union agrees that there shall be no strike, work stoppage or slowdown. In the event of any such strike, work stoppage, slowdown or other interference the Union shall promptly order its members to cease such strike, work stoppage or

slowdown and use all means within its power to end the same at the earliest possible time. Any employee who participates in any such strike, work stoppage or slowdown shall be subject to discipline.

5.02 The Company agrees that there will be no lockout of employees during the life of this Agreement. Nothing in this Agreement, however, shall be construed as interfering in any way with the Company's right to extend, limit, curtail or shut down the operations.

## **ARTICLE 6 Grievance Procedure**

6.01 The purpose of this Article is to establish procedures for discussion and settlement of grievances. The Company will not make any settlement contrary to the provisions of this Agreement.

6.02 Should any difference arise concerning the application, interpretation or an alleged violation of the provisions of this Agreement between the Company and any employee or the Union then the employee (assisted by a steward if he so desires) is urged to attempt to settle the difference with his foreman or shift boss. Failing settlement the following procedure shall apply:

### **Step One**

6.03 The employee concerned, assisted by a steward, shall present his grievance in writing to his foreman or shift boss within six (6) working days of its occurrence. Within six (6) working days of the presentation of the grievance the foreman or shift boss with his superior shall discuss the matter with the employee and the steward and, if the matter is not satisfactorily resolved, he shall reply to the grievance in writing within a further six (6) working days.

### **Step Two**

6.04 Notice in writing requesting further consideration of the matter may, within six (6) days after the decision at Step One has been or should have been given, be given by the Grievance Committee to the Manager Human Resources or someone designated by him to handle such matters at Step Two. The representation in writing presented at Step One shall be presented at Step Two by not more than three (3) members of the Grievance Committee.

The Manager Human Resources or his delegate, will be accompanied by the Department Head or his delegate. The employee(s) and/or the supervisor concerned with the matter shall be present at the meeting separately, if so required by the Company or the Union. An International Representative of the Union may also be present at this meeting. The Step Two meeting will be scheduled within ten (10) days from the date upon which the Manager Human Resources received written notice of the matter as above set forth and he shall give his decision in writing on behalf of the Company within six (6) days after such meeting. Failing any satisfactory settlement within such six (6) day period, the matter may be referred to arbitration by giving written notice to the Company within fourteen (14) calendar days from the expiration of such six (6) day period.

A grievance referred to arbitration will be scheduled by the Union with an arbitrator within 12 months following the referral date or otherwise will be considered abandoned.

## **Group Grievances**

6.05 Where two (2) or more employees have complaints relating to the interpretation or application of the provisions of this Agreement which are sufficiently common in nature that they may conveniently be dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:

- a) If less than five (5) employees working under the same foreman are directly concerned in a group grievance the matter shall be initially submitted at Step One.
- b) If less than five (5) are directly concerned but all do not work under the same foreman, or if five (5) or more from one (1) department are directly concerned in a group grievance, the matter shall be initially submitted at Step Two.
- c) If more than two (2) employees are directly concerned but all do not work in the same department the matter shall be initially submitted at Step Two to one of the Department Heads concerned or someone designated by him to handle such matters.
- d) A group grievance shall be presented by a maximum of five (5) employees directly concerned assisted by the appropriate number of Stewards or Grievance Committeemen as permitted in the various steps.

Should the five (5) employees directly concerned be from the same crew, then the grievance shall be presented by a maximum of three (3) employees who are directly concerned.

For the purpose of attending the group grievance meeting, the Union will decide which grievors will attend.

6.06 Any difference which arises directly between the Union and the Company concerning the application, interpretation or an alleged violation of the provisions of this Agreement, instead of following the procedure herein above set out, may be submitted in writing by either of the parties to the other with opportunity to be provided within six (6) working days for oral discussion between the Executive of the Union and Management Representatives designated for that purpose by the Company. The Union International Representative may attend this meeting. Failing settlement of such difference, the reply of the respondent will be given within six (6) working days after such meeting.

6.07 In the event that any difference concerning the application, interpretation or an alleged violation of the provisions of this Agreement shall not have been satisfactorily settled under Section 6.06, the matter may then, by notice in writing given by one party to the other within twenty-one (21) days from the giving of the decision of either party, be referred to arbitration as hereinafter provided. If no decision is given within the applicable period allowed above for the purpose, notice of arbitration may be given within twenty-one (21) days after the expiration of such period.

6.08

- a) In determining the time within which any action is to be taken in each of the two steps of the Grievance Procedure or in Section 6.06, Saturdays, Sundays, and the recognized paid holidays shall be excluded.

b) Any and all grievance replies shall be given to the grievor(s) and steward. The time limits specified at each step of the grievance procedure as set out in this article will take effect from the date and time the reply was given.

6.09 Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Company and the Union.

6.10 If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended as set out in Section 6.09 above, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

6.11 The Company shall advise the Union in writing of the names of Company representatives from time to time authorized to deal with grievances under this Article. The Union will be notified of any additions or deletions.

### **Stewards and Grievance Committeemen**

6.12

a) The Union may choose Stewards to assist in processing grievances and to otherwise represent the Union and the Company will not discriminate against an employee for the exercise of these duties. These Stewards must have completed their probationary period provided for by Section 9.07. Their number in the aggregate shall not be more than one (1) for each thirty (30) employees.

b) A Steward will suffer no loss of wages at his regular basic rate for time spent, up to two hours per month, while attending the Stewards' monthly meeting. These meetings shall be held at a regular scheduled time which is convenient to the Company. If a steward is not scheduled to be at work during the time such meeting is held but is present at the meeting, he shall be remunerated at his regular basic rate for the time spent, up to a maximum of two (2) hours but this time shall not be considered as time worked for purposes of calculating overtime.

6.13 For the purpose of meeting with Company representatives, a Grievance Committee will consist of not more than three (3) members selected by the Union plus an International Union Representative who may attend. Members of the Grievance Committee will not lose pay for the time spent during regularly scheduled working hours attending scheduled meetings called by the Company representatives.

6.14

a) If it is necessary for the employee or a steward or a member of any recognized union committee to take time off during working hours to investigate or attempt to settle a grievance, permission will be granted provided that mutually satisfactory arrangements have been made with the supervisors concerned including the supervisor in charge of the section he wishes to visit if his investigation involves leaving his own working place. The employee shall not suffer loss of pay for time spent in the performance of these duties during his regular working hours.

b) If a grievance is referred to arbitration the International Representative or his delegate may interview the grievor(s) and/or witness(es) at the minesite at a time mutually agreed.

The grievor(s) and/or witness(es) shall not suffer loss of pay for time spent at such interviews during his regular working hours.

6.15 The Union shall notify the Company in writing of names of stewards and committee members from time to time appointed or elected and the Company shall not be required to recognize any stewards and committee members not named in such a notice. A revision of the names of union stewards and committee members shall be remitted to the personnel office and posted on bulletin boards and in underground lunchrooms in January and June of each year.

6.16 If a supervisor in the regular performance of his duties desires to discuss any matter with an employee for any reason and at any time, the employee shall, if the supervisor is accompanied by another management representative be entitled to be accompanied by a steward.

However, in a case where the matter to be discussed might lead to disciplinary action, the employee, if he so desires, may be accompanied by a steward.

## **ARTICLE 7**

### **Arbitration**

7.01 In any case in which an arbitration shall be required under this agreement, the arbitrator shall be selected in rotation from the following panel:

1. Mr. Brian Bruce
2. Mr. Eugene McGinley
3. Mr. Don McLean
4. Ms. Aldea Landry

7.02 Any member of the panel who having been requested in his turn to act as Arbitrator shall be unable or unwilling to act shall not again be requested to act until his name comes up again on the regular rotation of the panel.

7.03 Arbitrations shall be heard in the Bathurst area or at such other place as the parties shall mutually agree upon in writing.

7.04

- a) The issue(s) raised in the written grievance and in the written reply(ies) thereto, or in the case of a difference directly between the Union and the Company, the issue(s) raised in the written representation by the applicant for arbitration and in the reply thereto by the other party, shall be presented to the Arbitrator and his award shall be confined to such issue(s).
- b) A written warning will be completely removed from an employee's record six (6) months from the receipt of such warning.
- c) A suspension notice, or a letter in lieu of suspension will be completely removed from an employee's record ten (10) months from the receipt of such notice or letter.
- d) Employees will be entitled to examine their disciplinary record upon request to the Personnel Department.



- e) The parties shall submit to the Arbitrator only the facts relevant to the grievance concerned and shall not submit any previous authority to the Arbitrator except at the hearing.
  - f) Warnings and suspensions or letters in lieu of suspension which have been stricken from an employee's record shall not be raised at an arbitration hearing and the Arbitrator will not accept them at any time, under reserve or otherwise.
- 7.05 The expenses of the Arbitrator shall be borne in equal shares by the Union and the Company.
- 7.06 No cost of arbitration or cost concerning witnesses shall be awarded to or against either party.
- 7.07 At the parties' request, during a hearing, the Arbitrator may cause any witness to appear or request that the site where a grievance originated be visited, if circumstances of the case so require.
- 7.08 The finding of the Arbitrator as to the facts and as to the interpretation or application of the provisions of the agreement shall be final and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this agreement.
- 7.09 Any objection regarding the arbitrability of a matter must be raised by one of the parties no later than Step Two of the grievance procedure in order to be receivable by the Arbitrator.
- 7.10 Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Company and the Union.
- 7.11 The Arbitrator shall be requested to give his award within a period of thirty (30) days after the close of the hearing.

## **ARTICLE 8**

### **Suspension and Discharge**

- 8.01
- a) The Company shall not take disciplinary action without first warning the employee in writing unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been suspended or discharged unjustly or unreasonably the grievance shall be filed at Step Two of the Grievance Procedure within six (6) days after the disciplinary action complained of.
  - b) If disciplinary action is to be taken, the employee and the Union must be informed of such action within seven (7) days from the date of the infraction, or under exceptional circumstances as soon as possible after the Company discovered all the facts concerning the infraction. The Union Executive will be informed of the reasons of such exceptional circumstances. The Union Executive will be notified in cases involving suspension or discharge.

- c) Copies of suspension and discharge notices and of letters in lieu of suspension shall be mailed to the Union.
- d) The Company will advise a member of the Union Executive at least one day in advance of any disciplinary interview meeting scheduled to be conducted by the Superintendent or his delegate. At the request of the employee, a member of the Union Executive and a Union Steward may attend such a meeting. This advance notice can be extended by mutual agreement between the Company and the Union.

8.02 If it is determined or agreed at any step in the Grievance Procedure or decided by an Arbitrator that an employee has been suspended or discharged unjustly or unreasonably, the Company shall reinstate him with no loss of seniority and it shall pay the employee his wages at his regular basic rate plus any applicable shift or Sunday premiums and paid holiday pay had he been working together with a continuation of all benefits, or by any other arrangement as to remuneration which is just and equitable in the opinion of the Arbitrator if the matter is referred to such Arbitrator.

## **ARTICLE 9**

### **Seniority**

9.01 The "Seniority" of an individual employed by the Company means the length of his accumulated service at Xstrata Canada Corporation, Xstrata Zinc Division, Brunswick Mine, since the date of his last entry into the bargaining unit, except as expressly provided herein.

For all employees having the same seniority date at the signature of this Collective Agreement, a time of hire will be allocated, following a random draw, and will serve as the determining factor. If two or more employees are hired on the same day after the signature of this Collective Agreement, the time of hire will serve as the determining factor.

9.02 Seniority of an employee shall be completely lost only if he:

- a) quits, or
- b) is discharged or otherwise terminated failing reinstatement through the grievance procedure, or
- c) is laid off for a period in excess of:
  - eighteen (18) months, if seniority on layoff was less than 1 year,
  - twenty-four (24) months, if seniority on layoff was between 1 and 2 years,
  - thirty-six (36) months, if seniority on layoff was more than 2 years,
  - sixty (60) months, if seniority on layoff was more than 15 years, or
- d) abandons his job for a period of five (5) regularly scheduled shifts without contacting the Company in accordance with procedures set out in Article 10.08.

### **Application of Seniority**

9.03 In recognition of the Company's responsibility for efficient operations it is understood and agreed that ability to perform the job is essential and shall apply in a layoff, rehire, promotion or demotion, however:

- a) i) In any case of reduction in the work force (except a layoff of eight (8) days or less) the junior employee in the job classification being affected by the reduction will exercise his seniority rights and will be entitled to preference provided he has the ability, knowledge, skill and physical fitness to do the job concerned, and provided further that an employee may displace another employee having less Company seniority and is the most junior in that job. To displace an apprentice or learner, the employee exercising his seniority rights must possess at least the same level of credited hours in that particular trade. Among those employees with the same or lower level of credited hours in the trade, the most junior employee will be displaced.
- ii) Following the application of article 9.03 (a) (i), any employee who has fully exercised his bumping rights and would otherwise leave the property will be eligible for training on a job, provided he has the seniority to displace the most junior employee in that job and further, provided that during a period of four (4) months the employee can be trained to perform the job chosen.
- iii) Following the application of article 9.03 (a) (ii), any employee who has fully exercised his bumping rights and would otherwise leave the property will be eligible for training on a job listed in Appendix E (excluding all trades classifications) provided that he has the seniority to displace the most junior employee in that job. In order to displace an employee in a job listed in Appendix E (excluding all trades classifications), an employee must have worked at least fifty percent (50%) of the hours required to complete the time requirement in the job concerned and be able to do the job at full capacity with four (4) months training. In cases of amalgamated jobs referred to in Appendix E, an employee must possess fifty percent (50%) of the related job requirements and be able to perform the job at full capacity with four (4) months training. In all trades classifications an employee exercising his seniority rights must possess fifty percent (50%) of the required training, as measured by credited hours in the trade.
- iv) Notwithstanding the provisions of article 9.03 a) i), in the case of a reduction in the work force for a period of more than eight (8) days, but less than twenty-one (21) days, the Company will notify the Union Executive at least five (5) days in advance of the particular situation. At this meeting, the Union will be provided with the detailed related information and the following shall apply:

The employee having the greater seniority will be entitled to preference provided he has the ability, knowledge, skill and physical fitness to do the job concerned, and provided further that an employee may displace another employee having less Company seniority and is the most junior in that job.

Upon completion of the above mentioned period, the employees concerned shall be returned to their previous job, schedule and crew.

Furthermore, all employees not retained at work during this period of time will also be returned to their respective job, schedule and crew.

- v) In the case of a reduction in the work force of eight (8) days or less where the need for the reduction is known at least sixty (60) minutes prior to the beginning of the shift and where less than ten per cent (10%) of a crew is affected, the senior

employee having the greater seniority in a job in his crew shall be retained at work, except where development mining groups in the underground operation are involved, in which case for reasons of efficiency, the groups will be maintained.

Where the reduction is not known at least sixty (60) minutes prior to the shift or where more than ten percent (10%) of a crew is affected, then the following will apply:

In case of a reduction in the workforce of eight (8) days or less, beginning on the second day after the end of the shift in which the need for the workforce reduction occurred, the employee having the greater seniority in a job in his crew shall be retained at work, except where development mining groups in the underground operation are involved, in which case, for reasons of efficiency, the groups will be maintained.

vi) However, during the application of 9.03 a) it is understood that no more than 50% of the employees of any given job classification can be displaced. In the event that an employee who would otherwise have enough seniority to bump in a classification where 50% of the original employees have already been displaced, the 50% rule will be relaxed in order for this employee to exercise his bumping rights if he/she would otherwise leave the property.

b) Subject to 9.03 a) i), the order of layoff in the trades groups will be as follows:

- First (in reverse order of seniority) those employees who have completed less than fifty percent (50%) of the required training, as measured by credited hours in the trade;
- Second (in reverse order of seniority) all other employees in that trade classification.

### **Temporary Shutdown of Operations**

c) (i) In case of a temporary shutdown of operations, the following procedure will apply:

A notice of thirty (30) days in advance of the shutdown period will be given to the Union indicating the shutdown and startup dates of full operations.

A temporary shutdown extending beyond six (6) weeks will be considered an indefinite shutdown of operations, and the provisions of Article 9.03(a) will apply.

During a temporary shutdown, the employee having the greater seniority will be entitled to preference, provided he has the ability, knowledge, skill and physical fitness to do the job concerned and provided further that an employee may displace another employee having less Company seniority and is the most junior in the job.

Upon completion of the above-mentioned period, the employees shall be returned to their previous job, schedule, and crew. Furthermore, all employees not retained at

work during this period of time will also be returned to their respective job, schedule and crew.

- ii) During the period as indicated by the Company of shut down and start-up dates of full operations, if any additional employees are needed during this period, the employees having the greatest seniority will return to a job provided they have the ability, knowledge, skill and physical fitness to do the job for which they are recalled.

#### 9.04

- a) In any case of promotion or demotion the employee having the greater seniority will be entitled to preference provided he has the ability, knowledge, skill and physical fitness to do the job concerned. Job postings will be awarded based on seniority except for jobs in Appendix "E", where specific job requirements will apply. The Company will judge the qualifications of the employees concerned in accordance with Sections 4.02 (e) and 4.03.
- b) When filling vacancies for apprentices the Company will accept employees who do not meet the requirements of experience, provided they meet the other requirements for selection and further provided that their number shall not exceed one (1) in every four (4) vacancies to be filled. In order to assist and encourage employees to qualify to meet the requirements for selection as apprentices, the Company will recommend correspondence and other training programs and, if approved in advance, will reimburse one hundred percent (100%) of the costs of tuition and required texts for employees who successfully complete these programs.
- c) An employee who has completed the time required to reach the standard hourly rate in the trade but who has not qualified by successful completion of written and practical examinations relevant to the trade shall be assigned to a classification which is four (4) job classes below the standard hourly rate for the trade or craft. Within the five hundred and twenty hour (520) period after reaching the required time in the trade or, in the case of a new employee, from the date of hire, the employee may attempt to qualify for the standard hourly rate by completing the written and practical examinations relevant to the trade. If successful, the employee shall be assigned to the standard hourly rate for the trade or craft. If unsuccessful, the employee shall remain at the job classification which is four (4) job classes below the standard hourly rate. The employee may request a re-examination but the interval between such examination shall not be less than one thousand and forty (1040) hours.
- d) The Company shall allow an employee a trial period; however it is recognized that continuity and efficiency of operations and the nature of certain jobs will not permit that in all circumstances. When a trial period is allowed, it shall be up to fifteen (15) shifts in any one case.

#### 9.05

- a) If a permanent vacancy (except in a labourer's classification) should exist on a job, the Company will inform the employees so that any interested employee(s) may indicate to the Company his (their) desire to be promoted. A notice to this effect stating the number of vacancies will be placed on the bulletin boards for a period of six (6) days. The Company shall be represented by the individual designated to administer this article to ensure that the posting of notices is done in the required time. A special job posting application form will be developed in triplicate with one copy given to the Human Resources Department, the

employee's supervisor and a copy to be kept by the employee as a personal record. All applicants will be given full consideration by the Company as per sub-section 9.04 a) of this Agreement. Employees who are off sick, on vacation or approved leave of absence, and wish to indicate to the Company their desire to apply for any jobs which could become vacant during their absence must notify the Human Resources Department by registered mail or in person. This notice will only be valid for the duration of the particular absence referred to above. Such employees may, within one (1) week of their return to work, also make application for a job which was posted during the last month of their absence. The Company will take into consideration the shift schedule and the level for the Mine Department. Names and seniority dates of successful applicants shall be posted no later than fourteen (14) calendar days after expiration of such six (6) day period and the Company will endeavor to place these employees on the job within two (2) weeks. Failing to do so within this two week period, the employee will be paid the rate of the job concerned or his present rate, whichever is the greatest. The successful applicant will be transferred to the job posted for within thirty (30) days. The successful applicant will receive the required training to fulfill the complete scope of the job. For the purpose of this Section, a job shall be deemed to be vacant if the previous incumbent has been transferred to another job or has voluntarily left the employ of the Company or his services have been terminated, or if it is a new position.

An employee can only be awarded one job posting in any running year. However, the employee can indicate to the Company that he is interested in a specific job by notifying in writing the HR department. If that job becomes available in the running period, the employee may apply. A running period is determined for each employee starting upon acceptance into his last job. A specific job can only be posted-on once in the life of the collective agreement.

- b) A vacant job, or a job which is temporarily vacant due to sickness, accident, leave of absence, vacation or during the job posting procedure may be filled on an interim basis in order to maintain efficiency. However, beginning on the second day, the senior employee shall be given preference to fill the job on an interim basis on his crew, provided he has the ability, knowledge, skill and physical fitness to do the job concerned. During such time as he fills the job it shall be considered to be his job classification for the purposes of assigning overtime work to him or, in his absence, to another employee, in accordance with the provisions of Article 16. If an employee substitutes in any Department on any job for purposes other than training, he shall receive the rate for the job or his regular rate, whichever is the greater. However, should an employee request to fill a job on a temporary basis, he will be paid the rate of that job. Upon completion of such interim period the employee concerned shall be returned to his previous job, schedule and crew.

Should an absence caused by sickness last more than thirty-six (36) months, the job will be posted as a permanent vacancy. An employee returning to work after an absence of more than 36 months will use the bumping procedure as per article 9.03.

- c) Employees are required to submit separate applications for each job posting.
- d) The successful applicants for posted vacancies will be obliged to take the job for which they applied.

- e) The provisions of Article 9.05 a) will not apply in the case where the vacant position can be filled as a result of the application of Article 14.01.

9.06

- a) For the period of time for which an employee retains Company seniority from the date of layoff for lack of work as provided for in Section 9.02(c), he shall have preferential rights for returning to work in a regular job if it will be vacant for more than thirty (30) shifts, in accordance with the following provisions:

The employees on lay-off, in order of seniority to the extent of the numbers required, will be sent notices by registered mail stating the job available and the proposed starting time; the employees will have fourteen (14) days from the date of mailing to express their intention and will have to report to work within thirty (30) days of such mailing date unless the starting time has been extended by the Company. The employees will report in order of seniority for the jobs available provided they are qualified and physically able to fill the jobs available.

The Company shall not be required to take back any person who fails to report in accordance with the notice sent to him. A copy of such notice shall be supplied to the Union.

The Company will endeavor to give all regular employees the opportunity to fill higher job classifications in their area as vacation replacements.

- b) In the event of a reduction in the work force for a period of more than eight (8) days the Company will notify each of the employees to be laid off in advance, in accordance with the following schedules:

- 1) Where the layoff will not exceed thirteen (13) weeks or if it exceeds thirteen (13) weeks but involves less than twenty-five (25) employees - one week's notice.
- 2) Where the layoff will exceed thirteen (13) weeks:

<u>Number to be laid off</u>	<u>Period of Notice</u>
Over 25 but less than 10% of employees	four (4) weeks
Between 10% and 200 employees	eight (8) weeks
201 to 500 employees	twelve (12) weeks
501 or more employees	sixteen (16) weeks

The posting by the Company of notices advising all employees of the proposed layoff will constitute notice as required by 1) and 2) above for all employees affected including those employees displaced in accordance with Section 9.03(a) by employees who would otherwise have been laid off.

Notwithstanding the posting of the Company notices advising all employees of the proposed layoff, an employee actually leaving the property on layoff must have been notified at least one (1) week in advance. The employee will have the opportunity to complete his last scheduled work week.

In the event that less than the period of notice as set out above is given, the Company will pay to the employees who are laid off the difference between their actual earnings for the period of notice and what they would have earned had they worked their regular hours at their basic hourly rate, provided however that they must have been available for work.

The provisions of this section 9.06(b) shall not apply to employees hired for a temporary period or to probationary employees or in the case of a layoff for causes beyond the control of the Company.

### **Probationary Employees**

9.07 Notwithstanding anything to the contrary contained in this Agreement an employee shall be considered to be a probationary employee and he shall have no seniority until he has actually worked three hundred and sixty (360) hours during continuous service with the Company, at which time he shall become entitled to Company seniority dating from his last hiring. In the case of students hired for temporary periods, the calculation of the three hundred and sixty (360) hours shall commence after they have applied and been accepted as regular employees. An employee upon completion of his probationary period will be inducted into union policies and provisions of the collective agreement by the President of the Local or his delegate.

A pool employee hired by the Company as a regular employee is deemed to have completed his probationary period.

9.08 A probationary employee may take advantage of the Grievance Procedure except in the case where his employment has been terminated.

### **Special Training**

9.09 Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate in writing to the Union, the names, the nature and length of time of training of those individuals who, on their own volition, are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company, not exceeding at any one time twenty (20) employees, and to promote, demote and transfer such individuals, engage, retain, or dispense with their services and direct their efforts from time to time free from limitations provided for in this Agreement; provided, however, that the employment of any such individual shall not affect the rights of any employee covered by this Collective Agreement.

9.10 The Company will prepare lists of the employees showing their seniority dates since the date of their last entry into the Bargaining Unit according to Section 9.01 of this Agreement. These lists shall be revised and posted on February 1st, June 1st and October 1st of each calendar year. Six (6) copies of the above mentioned lists shall be sent to the Union. These lists will remain posted for a period of fourteen (14) days for the express purpose that any employee may make a complaint as to the correctness of his seniority date.



## **Change of Status**

9.11 The transfer of an individual in the employ of the Company to the bargaining unit shall be allowed as long as this transfer does not affect the rights of the employees who are part of the bargaining unit.

It is, however, agreed that an employee transferred out of the bargaining unit for an accumulated period of six (6) month will no longer be part of the bargaining unit, if less than six (6) months was accumulated he will return to the job, schedule and crew he held before his transfer provided he would not have been displaced in accordance with 9.12 b). The paying of union dues will cease upon six (6) months of accumulation as a staff employee.

Employees may be assigned by the Company to a role of Temporary Foremen for a period of a minimum of 1 week at a time and for a maximum of 3 months accumulation in each calendar year. This will not affect the status of these employees in paying union dues to the bargaining unit. There will be an indication to the other employees that these employees are Temporary Foremen during this period.

Disciplinary action will not be recommended or taken by such temporary staff employee.

### 9.12

- a) An employee including labour classification may make application in writing to the Human Resources Department for a transfer to another position or work area or shift in his job classification, except as provided in 9.12(b), when vacancies occur in an employee's job on another shift or in another area the Company will consider these applications in order of seniority and, where a transfer will not adversely affect the efficiency of the operation, will fill the vacancy from these applications in order of seniority and thereafter will post the job of the employee so transferred. Employees transferred under this provision will not be eligible to make another application for transfer for a period of six (6) months.

Applications for transfer will be valid for a period of six (6) months from the date of the application.

- b) If a vacancy exists in a trades group job (other than an apprentice job) and if there are applications for transfer to that job then, prior to utilizing the job posting procedure, the job will be filled by the senior qualified applicant. Should there be no applications on file the vacancy will be posted in accordance with Article 9.05(a). If there is an application for transfer and no vacancy occurs within a period of one (1) year of the date of the application, then on March 1st of each year all applications received during the preceding year will be processed, in order of seniority, within the following four (4) weeks and each applicant will be transferred to a job in the area for which he applied providing that:
  - (i) the employee displaces the most junior employee in the area to which he is transferring, and
  - (ii) the employee who is replaced has worked in that area for at least one year, and

- (iii) the employees displaced by the transfer procedure shall have preference, by order of seniority, to any vacancy created by this procedure. Furthermore, the employees displaced shall have the right to make application for transfer one (1) year from the date the employee was displaced.
- (iv) Successful applicants shall not be eligible to apply for another transfer for a period of one (1) year.
- (v) Each employee eligible to transfer will be contacted prior to the transfer.

Applications for transfer will be valid for a period of one (1) year from the date of application.

The number of employees transferring will be limited to 50% of a classification in a crew in a one (1) year period.

The total number of accepted transfers of Heavy Equipment Mechanics will be limited to 25% for all the Underground Mobile levels in one (1) year.

For the purposes of this article the areas are defined as follows:

Concentrator  
Underground Mobile (1000m Level)  
Underground Mobile (475m level, 850m Level)  
Surface  
Material Handling  
Underground Electrical  
Compressed Work Week Schedules  
Extended Shift Schedules

9.13 An employee entering or reentering a trades classification, after March 1, 1997, who does not reach journeyman status (recognized by the New Brunswick Department of Labour) after having the opportunity to complete his academic training and accumulated a minimum of one hundred and fifty percent (150%) of the required hours in the trade will be removed from the trade and will exercise his bumping rights according to article 9.03 (excluding provisions related to his trade).

## **ARTICLE 10**

### **Leave of Absence**

10.01

- a) The Company will grant a leave of absence without pay to an employee provided that the request has been made in writing and signed by an authorized Company representative. A copy of this authorization will be given to the employee. Each request will be examined on its own merits by the Company, taking into account the needs of the operations.
- b) The Company will grant a leave of absence without pay to an employee who wishes to increase his knowledge by following an approved educational training course. This leave of absence will not exceed ten (10) consecutive months and not more than six (6) employees will be granted leave of absence under this clause at any one time.

Upon returning to work, the employee will return to his former job, schedule and crew provided the employee has not been displaced in accordance with Section 9.12(b).

Temporary vacancies which arise following application of this Section will be filled in accordance with Section 9.05(b).

10.02

- a) An employee who has been elected or appointed by the Union to attend Union Conventions or conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the name of the delegate or delegates and request leave of absence in writing at least two (2) weeks in advance. Only five (5) employees at any one time may be granted such a leave of absence.
- b) Leave of absence for members of the Union Executive, Union Committees, Union Stewards and employee(s) appointed to Government Boards and Commissions will be granted provided:
  - 1) three (3) days notice in writing has been submitted by the Union to the Human Resources Department and
  - 2) provided such employee can be spared.
  - 3) Under exceptional circumstances the three (3) day notice required under sub-section 1 above may be waived.

10.03 If the Company is given at least one (1) month's notice in writing, a leave of absence will be granted to an employee, not to exceed six (6) in number, to attend the Union's Labour Seminar, provided such employee(s) can be spared.

10.04 If the Company is given at least two (2) weeks written notice and if the employee concerned can be spared, a leave of absence will be granted to enable him to attend the Canadian Labour College.

10.05 The Company shall grant an employee a leave of absence without pay for one (1) year to work in an official capacity for the Local or International Union or Union Affiliate. Not more than two (2) employees may be absent on such a leave at any one time.

10.06 On the death of a member of an employee's immediate family the Company will grant a leave of absence as follows:

- Five (5) days on the death of an employee's spouse, child or parent.
- Four (4) days on the death of an employee's brother, sister, father-in-law, mother-in-law or grandchild.
- One (1) day on the death of an employee's grandparent.

The leave must be taken on the scheduled shifts immediately following the date of death. The employee will be paid for 8 hours at his basic hourly rate. Evidence may be required of the employee's entitlement to pay under this section.

In the case of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the Company will grant to this employee a leave of absence of three (3) days to allow him to attend the funeral and if he would have otherwise been required to work on such days, he will be paid for twenty four (24) hours for such days at his basic hourly rate.

If the funeral service for the above takes place 225 km or more away from the residence of the employee, an extra day will be added to the bereavement leave. The calculation of kilometres will be made using City or Town Hall from where the employee resides to the City or Town Hall of where the funeral service is held.

The Company shall grant a leave of absence of one (1) day without pay for the birth or adoption of a child.

10.07 An employee desiring to return to work after an unauthorized absence must give at least twelve (12) hours notice to the Company of his intention, at which time he shall be told if and when to return. An authorized leave of absence is one in which permission has been given by the employee's supervisor, or failing that, any other senior supervisor in his department.

10.08 An employee who is not able to report for work must advise the Company by calling the Company Gatehouse one (1) hour before the beginning of his/her shift. This notice by the employee will be recorded on a Company form which will indicate the time of the employee's phone call and the reason(s) given by the employee for not being able to present himself at work and the date of return to work. A copy of this form will be supplied to the employee. An employee, who for reasons beyond his control cannot advise the Company of his absence, shall not be subject to Section 9.02(d). If it is impossible to advise the Company as above-mentioned, the employee concerned must give the Company a satisfactory reason for his failure to phone and/or for his failure to report for work. In all cases, the Company will have the right to consider the reason(s) given for failure to advise and/or for failure to report for work in order to decide, subject to the grievance procedure, if the reason of his absence should be considered as authorized.

10.09 When an employee is returning to work after an extended absence (more than five (5) days) due to illness or an accident, he shall report to the Company's Occupational Health Services for clearance to return to work, or in the absence of the Company's Medical Doctor, the employee will be allowed to return to his regular job upon presentation of a medical certificate signed by a medical doctor subject to an examination by the Company Medical Doctor at the earliest opportunity.

An employee who visits Occupational Health Services at the request of the Company following the completion of his shift will be paid in accordance with Section 16.01 and will be provided with transportation if necessary.

10.10

- a)
  - (i) The Company shall help an injured employee in writing up his first aid treatment report and his report of accident or industrial disease for the Worker's Compensation Board. The employee shall receive a copy of the report(s) which shall be signed by a representative of the Company and the employee.
  - (ii) The employee shall receive a copy of the Company's report of accident or industrial disease to the Worker's Compensation Board.

- b) In the event that approved Worker's Compensation benefit payments are unduly delayed, the Company agrees to advance monies, if requested by the employee, against such benefit payments after fourteen (14) days. However, consideration will be given by the Company in circumstances where an employee requires an advance within the fourteen (14) day period.
- c) When an employee's compensation claim is contested, the company will advise the compensation committee and the employee concerned.
- d) If requested by the employee, the Company agrees to advance monies, equivalent to Weekly Indemnity Benefits, against potential Worker's Compensation benefits, after fourteen (14) days of the accident or illness.
- e) The Company will pay the Union Compensation Representative for two (2) days per week.

### **Maternity Leave**

10.11 An employee who is pregnant is entitled to a maternity leave provided she has a medical certification from her doctor proving her pregnancy and the approximate date of delivery.

The pregnant employee can cease working from approximately six (6) weeks preceding the expected date of delivery unless that the employee and the Company agree to extend this period. The Company can require from the pregnant employee, who is still working, a medical certificate stating that she can work.

The employee will return to her previous job, schedule and crew approximately eighteen (18) weeks following the beginning of her maternity leave unless she and the Company agree to extend this period. An employee returning to work after a maternity leave must provide a certificate from her doctor stating that she can resume work.

10.12 Parental leaves will be granted in accordance with the provisions of the New Brunswick Employment Standards Act.

### **ARTICLE 11 Safety, Health and Accident Prevention**

11.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment and also the responsibility placed solely on the Company by the Mining Act, the Occupational Health and Safety Act, the Industrial Safety Act, and other applicable legislation. It is agreed that the Company and the employees, Union Stewards and officers, and all levels of supervision will cooperate fully to promote safe work practices, health conditions and the Company will enforce safety rules and procedures.

#### 11.02

- a) A Joint Occupational Health and Safety Committee composed of a maximum of three (3) Company representatives and a maximum of three (3) employees selected by the Union will hold a meeting once a month.
- b) This committee will meet for the purpose of studying factors which have been or could be an impairment to safe working conditions and of making recommendations to the Company. Members of the committee will be supplied with a summary of proceedings of the meetings.
- c) This committee complements the Company's Accident Prevention Program which is conducted for all employees and the committee will, in no way, replace or detract from the carrying out of that program.
- d) The Company undertakes to study any recommendations submitted by the committee and, if the recommendation is found reasonable, to put it in application as soon as possible in order to ensure continued maximum safety for employees.
- e) The Company undertakes to inform the committee when introducing new equipment, processes or operating procedures.
- f) The Company will comply with the regulations of the Occupational Health and Safety Act with regard to biological, chemical and physical agents in the work place and will continue to make the safety data information for all such substances readily available.
- g) The Company shall acquaint an employee with any hazard to be found at the place of employment in connection with the use, handling, storage, disposal and transport of any biological, chemical or physical agent.

#### 11.03

- a) Once a month an inspection will be conducted in each underground area of the Mine Department, in the Concentrator, in the Main Repair Shop and in the No. 6 Mine and in the Quarry. This inspection will be made by a representative of the Company and an employee working in the area to be inspected and designated by the Union.
- b) Should an accident occur or condition exist which could result in injury to or threaten the health of an employee, the committee representing the Union and another employee working in the area accompanied by a representative of the Company, will be allowed to visit the scene of the accident or condition immediately and to question any eye witness of the accident or condition.
- c) In the event that environmental conditions in the workplace require an investigation by the environmental technician, he may be accompanied by the department safety representative from that area (who has been trained in the taking of such measurements) and who shall suffer no loss of earnings for the time spent.
- d) Crew safety meetings will be scheduled at least once each month and a copy of the minutes of these meetings will be given to the designated Union representative on the crew.

11.04 An employee may refuse to do any act at his place of employment, where he has reasonable grounds for believing that the act is likely to endanger his health or safety or the health or safety of any other employee. In such case he must immediately stop the operation and without delay inform his foreman. The employee shall not have to resume his work unless he has received instructions from the foreman stating that he is satisfied with the situation of the machine or equipment but if the employee still considers the work unusually dangerous to his health or safety he may again refuse and will not have to resume work until the Company has contacted the area safety representative immediately and he discusses the matter with the foreman.

Before any other employee is assigned to that work, he must be advised by his supervisor of the concerns of the previous employee. In attendance at that meeting will be the area safety representative. If not an hourly witness will be present.

If an employee feels he is unjustly treated because of the application of this section, the Mining Act or the Occupational Health & Safety Act, he may immediately file a grievance at Step One of the grievance procedure.

For the Joint Safety Committee's interpretation of this Section, refer to Appendix "D".

The interpretation of this section is subject to changes in the Occupational Health and Safety Act.

11.05 Upon ratification of the Collective Agreement, the Company will pay to each employee, who has completed his probationary period (excluding students), the sum of one hundred and seventy five dollars (\$175.00) for a clothing allowance. This allowance will be provided to each employee on the first pay period in July for each year of the Collective Agreement.

The Company will continue its present practice of providing protective devices, special wearing apparel and other clothing that the Company considers necessary to protect employees from injuries, risk to health and unusually severe working conditions which are not part of an employee's normal work.

The following is a list of protective clothing to be supplied by the Company:

<u>M. H. Operations &amp; Mine Department</u>	<u>Concentrator</u>	<u>Maintenance</u>
Safety Hats	Safety Hats	Safety Hats
Glasses	Glasses	Glasses
Respirators	Respirators	Respirators
Muff & Plugs	Ski-doo Helmet	Asbestos Suits
Belts (Miners)	Forklift Operator -	Welders
Clip-on sunglasses where necessary	2 pairs oilers per year	Equipment
Goggles		Lineman's Gloves from tool crib
1 pair of oilers for Shaft & Cage	Reagents - acid suits, aprons, gloves, face shields	Gloves and throw away coveralls -
Tenders every 6 months		Mechanics - jobs where clothing
#6 - Oilers &	Trial Boot Pro-	

Boots from Tool	gram, employee	could be destroyed
Crib for Truck	purchases boots	
Drivers on crusher and clean-up	Company	*Oilers in Tool
	rubber coated	Cribs including
	them	carpenter shop
*Oilers in Tool	Dewatering &	and yard labourers
Crib for conditions	Grabs – Asbestos	Racall Helmets
outside normal	Mitts	As necessary
work	*Rubber boots &	
Racall Helmets	oilers in Mill Tool	
As necessary	Cribs	
	Boots for Reagent Mix Operator	
	Racall Helmets	
	As necessary	

\*The number of oilers in each tool crib will be increased where necessary. These oilers will be issued to employees who are occasionally required to work outside their normal work area under wet or severe conditions.

Provide gloves at 50% of cost.

Safety locks supplied as required.

First hat liner at no charge and replaced at no charge upon return of worn out liner.

Heavy Duty protective winter clothing will be provided in Tool Cribs as necessary for issue to employees who are occasionally required to work outside their normal work area under severe weather conditions.

## **ARTICLE 12**

### **Bulletin Boards**

12.01 The Company agrees to provide the Union with bulletin boards and dispensers as follows:

- 2 in the mill
- 2 at the plant gate
- 1 in the carpenter shop
- 1 in the surface shop area
- 1 in the mine dry No. 12
- 1 at the new shop dry
- 1 in the rubber and sandblast shop
- 1 in the administration building
- 1 in the assay lab
- 1 in the #2 & #3 hoistrooms
- 1 in 3 shaft Upper Deck
- 1 in 3 shaft Lower Deck

These bulletin boards shall be for the exclusive posting of notices of Union meetings, social affairs or any reasonable, non-controversial business matters of the Union. Each notice,



excepting regular notice of Union meetings, shall be submitted to the Company for approval before posting.

12.02 In view of this method of informing employees, the Union or its members shall not otherwise post or distribute any kind of literature upon the working premises of the Company.

### **ARTICLE 13**

#### **Copies of Agreement**

13.01 The Company and the Union desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. For this reason the Company will print the agreement in French and English and will give a copy to each employee. Following the signing of this agreement, the Company will distribute xerox copies of it to all stewards and union committeemen.

### **ARTICLE 14**

#### **Disabled Employees**

14.01 The Company and the Union recognize their responsibility to make every reasonable effort to continue to provide employment to an employee who has a disability which is the result of an occupational or non-occupational accident or illness. The Company may refer an employee to an independent medical evaluation in order to determine whether or not this employee is eligible under the provisions of Article 14. This independent medical examiner will be selected jointly by a physician of the employee's choice and by a physician of the Company's choice.

a) An employee returning to work after an absence due to an accident or illness shall return to the position he held immediately before his absence. In the event that he is no longer able to perform his existing position at full capacity, the Company and the Union will review the position requirements, the employee's limitations, and evaluate whether it is possible to make certain modifications to allow the employee to maintain his position. The Union Compensation Representative will be notified of any modifications to an employee's accommodation.

b) Where this is not possible the employee shall have rights to displace an employee who has less seniority according to the provisions of article 9.03 a) i), ii) and iii). At each stage in the displacement procedure the Company and the Union will review the position requirements, the employee's limitations, and will evaluate whether it is possible to make certain modifications to allow the employee to be assigned to this position.

c) Where appropriate the Company will consider, after consultation with the union, the involvement of an ergonomist or other specialist to help evaluate possible modifications to positions as outlined above.

d) The Company may assign an employee with a disability to a position that would normally become available under article 9.05 in which case the normal requirements and provisions for job posting will not apply.

14.02 In the event that it is impossible to accommodate a disabled employee under the provisions of article 14.01 and the employee would otherwise leave the property as a result of his

disability, the Company and the Union will meet and assess possible work alternatives for this employee.

14.03 An employee who returns to work in accordance with the provisions of this Article 14 and is unable to perform his previous job because of a disability which is the result of an occupational accident or illness, shall continue to be paid at the standard hourly rate for that job if he performs a job which is at a lower standard hourly rate. He shall continue to receive the higher rate until such time as a job becomes available at the same or a higher rate than the rate which he is being paid. However, the employee shall have the option to exercise his rights under Section 9.05(a).

## **ARTICLE 15**

### **Hours of Work**

15.01 Nothing in this Article is a guarantee of hours of work per day or per week.

15.02

a) A day is a twenty-four (24) hour period beginning with the start of the employee's shift. An employee's basic work day is eight (8) consecutive hours of work in such twenty-four (24) hour period, broken only by the lunch period provided for in Section 15.05.

b) Usual shift starting times are:

8:00 A.M.

4:00 P.M.

5:00 P.M.

8:00 P.M. (Compressed work week and Extended shift)

12:00 A.M. (Midnight)

and deviations of up to one hour before or after these times may occur. If the Company intends to establish a regular shift schedule outside of the above provision it will notify the Union in writing in advance of implementing the new schedule.

15.03 A week is seven (7) days beginning on Monday at 8:00 a.m.

15.04

a) Shift schedule changes shall be posted not later than Thursday of the week preceding that in which the change is to take effect. Otherwise overtime will apply for the first non-scheduled shift as long as the overtime clause does not apply for that shift.

This Section will not apply as a result of the application of Section 10.02(b) of this Agreement.

b) If an employee's shift schedule is changed after Thursday and as a result his days off are changed he shall be paid time and one-half (1-1/2) for all hours worked on the days which he would have had off. However, after Sunday midnight the Company shall not change an employee's days off.

c) No shift schedule will require employees to work a combination of shifts in one week except as required by the continuous shift schedule, or due to a transfer to or from the compressed work week.

In the event that an employee's shift schedule is changed after Thursday, he will be paid at a rate of time and one-half (1½) for all hours worked on the first shift worked following the change.

- d) An employee's days off will be consecutive except where schedules are separated by one day off only.
- e) Upon completion of scheduled maintenance shutdowns, if it is mutually agreeable between the employees concerned and their supervisor, shift schedules may be re-arranged for the balance of the week. However, the provisions of articles 15 and 16 pertaining to overtime will not apply. The provisions of this Section shall not apply to employees on Production and Development.

If additional employees are required to complement a crew on a shutdown, preference will be given by order of seniority to the qualified employees in the crews from which the employees are to be taken.

15.05 Eight (8) hours work on his job will constitute a work day for each employee on surface. Each employee will be entitled to a thirty (30) minute lunch period on Company time however, it is recognized that due to the nature of the work or because of unforeseen circumstances an employee may be required to continue all necessary supervision of machinery and maintenance of services.

15.06 Lowering and hoisting schedules for the underground will be arranged to provide eight (8) hours collar to collar. Variations of up to ten (10) minutes in hoisting time which do not occur regularly shall be disregarded. When necessary repair work is being carried out, or because of consideration of safety or cause beyond the Company's control, employees are delayed for more than ten (10) minutes, these employees shall be paid on the basis of time and one-half rates (1½) and shall not be considered as having worked that time. Where the cause of the delay is within the control of the Company, such time shall be paid at time and one-half (1½).

15.07

- a) Work schedules will provide for forty (40) hours per week or, in the event of continuous or semi-continuous schedules, an average of forty (40) hours per week for all employees. However, in the event of transfers to or from the compressed work week schedule or other work schedules, deviations from a forty (40) hour schedule may occur. Where these result in the employee being scheduled less than forty (40) hours in the week of the transfer he may, if he so requests, be scheduled to work the hours necessary to make up forty (40) hours outside of the compressed work week schedule.
- b) Any employee who is at the improver level, or higher, according to the CWS manual and has worked twelve (12) consecutive months on continuous shift schedule, may request to be replaced by another employee in the same category, who has an open transfer to the shift and area where the vacancy exists. (See Section 9.12 (b)). If there is no open transfer then the vacancy will be filled by another employee trained in the same area who is working on a non-continuous shift schedule.

Preference will be given in order of seniority to the qualified employees on a non-continuous shift schedule in the area to fill the vacancy. In the event there are no

volunteers, the most junior qualified employee in the area will be assigned to the shift schedule provided he has less seniority than the employee requesting to be replaced.

The Company shall not be required to replace more than two (2) employees per trade per month.

15.08 Where an employee works seventeen (17) consecutive hours or more he shall not be required to work before eight (8) hours have elapsed and where he returns to work at the end of the eight (8) hour period, and completes his next regular shift, he will receive eight (8) hours pay at his regular rate regardless of the hours worked.

Where such employee works in excess of nineteen (19) hours and as a result his next regular shift will start less than five (5) hours from when he finishes the overtime, he will not be required to work that next shift and will be paid for it at eight (8) hours times the hourly rate which would have been applicable.

15.09 The Company and Union agree that new shift schedules other than eight (8) hours shifts may be suitable for certain groups of employees. The implementation of any such schedules is contingent on meeting the following conditions:

1. There will be no increased cost to the company.
2. The new schedule must not be a factor in lessening efficiency with the workforce.
3. Modifications to the collective agreement, if required, will form part of the agreement between the Company and Union on any new shift schedule.
4. A majority of 50% plus one (1) of the group of affected employees must support the proposed schedule.
5. Subsequent votes requiring the same majority may be held at the request of the Union at six (6) month intervals.
6. The Company or Union can withdraw from a new schedule with a fourteen (14) day notice to the other party.

## **ARTICLE 16**

### **Overtime**

16.01. The Company shall pay an employee one and one-half (1-1/2) his basic rate:

- a) For all hours worked or part thereof by such employee(s) in a day in excess of eight (8) hours except as provided in section 15.06 or, at the request of the Company, following the end of his regular shift, or
- b) For all hours worked or part thereof by such employee(s) in a week in excess of forty (40) hours, or
- c) For all hours worked or part thereof by an employee at the request of the Company on any of his scheduled days off.

16.02 Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1-1/2) his applicable hourly rate for any time worked except as set out below.

### GENERAL

#### 16.03

1. For the purpose of Article 16, a crew, as confirmed by the crew overtime list, is that group of employees who reports to and is supervised and directed by one supervisor. A supervisor responsible for supervising more than one crew will have one overtime list for each crew. Occasional assignments to work for other supervisors will not affect an employee's status in a crew, nor will the fact that some crews have one senior supervisor and one or more subordinate supervisors change the fact that it is one crew. Employees who are uncertain as to which crew they belong are expected to find out.

Condensed composite crews reporting to one supervisor will be given preference for overtime if the assignment is made when the employee(s) is on the site. Employees will be called out to perform work when no qualified employees are available on the site.

2. An employee who has been assigned to another job because work is not available in his own classification will not, for the purposes of overtime assignment, displace another employee who regularly performs that job.
3. Overtime worked in excess of eight (8) hours in any day will be voluntary.
4. An employee will not be required to work in excess of sixteen (16) hours overtime in any week except in cases where no other qualified employee is available. The Company will exhaust all efforts to find a replacement.
5. An employee will not be obliged to work overtime on his days off.
6. For the purpose of 16.04, the sections are defined as follows:

Mill Maintenance	Electrical
U/G Mechanical	Material Handling
U/G Mobile	Plant Mechanical
Surface Mobile	

7. For employees working underground, overtime will be assigned on a voluntary basis except in the following situations:
  - a) because of the occurrence of an accident;
  - b) in the endeavour to save or protect human life;
  - c) in the effort to save property endangered by an accident;
  - d) to perform work essential to the continuance of the ordinary work of the mine, or
  - e) to conduct planned maintenance shutdowns.

16.04 When overtime work is required the Company will assign it in the following manner:

a) **OVERTIME FOR TRADES**

1.
  - i) Except as provided for in 16.04 (b), for overtime up to eight (8) hours, preference will be given to the employee(s) who is actually performing the job at the time of the assignment.
  - ii) In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to other qualified employees in that trade in that crew on the crew overtime list which employees must sign if they intend to work overtime.
  - iii) In the event that the employee(s) is unable to work the overtime, it will be assigned to the junior qualified employee(s) in the crew where the overtime is required.
2. For unplanned or emergency overtime in the case of a tradesman who is the only one of a particular trade in that crew, preference will be given to the employee(s) who is actually performing the job at the time. In the event that the employee(s) is unable to work the overtime it will be assigned in order of seniority to the qualified tradesman in the section who have signed their name to their crew overtime list. If the qualified tradesman in the section is unable to work the overtime it will be assigned to the junior qualified tradesman in the section. An employee, who is the only tradesman in a section, will not be obliged to work overtime until the Company, time permitting, has offered the overtime to other qualified employees in a crew in another section, whose names are signed on the crew overtime list.

b) **PLANNED OVERTIME FOR TRADES**

Planned overtime will apply for all the trade groups as follows:

Planned overtime will be assigned for reasons of safety to the employee(s) who last performed the job if he is on his regular day(s) off, or if he is unable to work, to the employee(s), in order of seniority, who normally performs the job and who is on regular day(s) off. In the event that the employee(s) is unable to work the overtime, preference, in order of seniority, will be given to the qualified employee(s) on that crew. In the event that the above employee(s) is unavailable, preference, in order of seniority, will be given to the qualified employee(s) from another crew. Planned overtime is where a notice of sixteen (16) hours is given. The assignment of planned overtime in the case of a tradesman who is the only one of a particular trade in that crew will conform to this Section 16.04(b) but adjusted in accordance with the order of distribution set out in Section 16.04 a) 2.

c) **OVERTIME FOR NON-TRADES**

1. For overtime up to eight (8) hours, preference will be given to the employee(s) who is actually performing the job at the time of the assignment.

2. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to another qualified employee(s) in the same classification in the crew on the crew overtime list which employees must sign if they wish to work overtime.
3. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to other qualified employees who have signed on the crew overtime list.
4. In the event that the employee(s) is unable to work the overtime, it will be assigned to the junior qualified employee(s) in the crew where the overtime is required.

**d) OVERTIME FOR MINE DEPARTMENT**

1. For overtime up to eight (8) hours, preference will be given to the employee(s) who is actually performing the work at the time of the assignment.
2. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to the qualified employees in that job in that crew on the crew overtime list which employees must sign if they wish to work overtime.
3. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to other qualified employees in that crew who have signed on the crew overtime list.
4. In the event the employee(s) is unable to work the overtime, it will be assigned in order of seniority to other qualified employees in another crew on the level who have signed the crew overtime list.
5. In the event that the employee(s) is unable to work the overtime, it will be assigned to the junior qualified employee in the job in the crew where the overtime is required.

**e) EMERGENCY CALL-OUT**

Overtime call-out will be assigned as follows:

1. In order of seniority, to the qualified employee(s) in that classification who have signed the crew overtime list in the crew where the overtime is required.
2. In order of seniority, to the qualified employees in the area who have signed their crew overtime list.
3. If the employee(s) who indicated his availability for overtime on the overtime list is unable to work, then the junior qualified employee(s) in the crew where the overtime occurs will be required to work.

The crew overtime list, except as provided for in 16.04(b), will operate on a weekly basis and will be in effect for the period commencing Friday, 8:00 A.M. to the following Friday, 8:00 A.M. Employees wishing to indicate their availability for overtime may do so by signing up for the day(s) for which they wish to volunteer no later than 12:00 noon

on the Wednesday prior to posting the overtime list. All overtime lists will be posted on Thursday of each week.

An employee who is called for work after entering the gate house upon completion of his regular scheduled shift shall be given four (4) hours pay at one and one-half (1-1/2) times his base rate without being required to work the full period. If an employee is required to work in excess of four (4) hours he will thereafter be paid at the rate of one and one-half (1-1/2) times his base rate until he completes his callout job or until the commencement of his next shift, whichever shall first occur.

An employee on call-out may be required to work on another job of emergency nature during his call-out. If the other job will extend beyond the initial four (4) hour call-out period, then the employee may complete the job if he so desires. If the employee does not wish to complete the job another employee will be called in. The employee will be obligated to stay until his replacement arrives. An employee will be required to work only on jobs not already scheduled and of an emergency nature.

An employee who works in excess of four (4) consecutive hours on a call-out will be excused from his next scheduled shift if such next scheduled shift commences within eight (8) hours of the completion of his call-out. In the event that such employee wishes to work his next scheduled shift he will be allowed a break of ten (10) hours following completion of his call-out and will, upon returning to work be provided with work until the completion of his shift or, if he requests it for a full eight (8) hours.

#### 16.05

- a) Overtime will not be paid when, as the result of a promotion or demotion or the application of seniority rights under this Agreement or voluntary transfer, an employee moves from one shift to another and the shift to which he moves starts within the same twenty-four (24) hours as his preceding shift.
- b) If overtime is assigned contrary to the provisions of section 16.04 the affected employee(s) will be given the opportunity to work an equal number of overtime hours at a time mutually agreeable to the employee and the foreman. Such employee will also know the nature of the work he will perform. Work assigned under this provision will not be subject to the provisions of 16.04. This overtime will be worked within sixty (60) days from the time the employee(s) is successful in acquiring the right to the overtime assignment.

#### 16.06

- a) If an employee is required to work overtime in excess of a regular eight (8) hour shift he will be provided a lunch during the first hour of overtime period, and every four (4) hours thereafter. Employees required to work overtime following the night shift (12:00-8:00 A.M.) will be supplied with a hot breakfast, Monday through Friday.
- b) Except as provided for in 16.06(a), if an employee is required to work overtime he will be provided a lunch after the first four hours of overtime worked and every four hours thereafter.



16.07 Any overtime work occasioned by employees who mutually agree, and with the approval of their Department Head, to exchange shifts for day-off purposes shall be paid for at the basic hourly rate of each employee concerned. The Company will not be responsible for problems arising from such exchanging of shifts.

16.08

- a) The Company will provide transportation to their regular weekly residence to employees who have no means of transportation after unscheduled overtime only.
- b) The Company will provide transportation if required, to their regular weekly residence for employees who work planned overtime immediately following the end of their regular scheduled shift.

## **ARTICLE 17**

### **Premiums**

17.01 A shift premium of sixty cents (60¢) will be paid for each hour actually worked on afternoon shift and seventy cents (70¢) for each hour actually worked on night shift. An afternoon shift is one which commences between 3:00 P.M. and 8:00 P.M. and a night shift is one which commences between 8:00 P.M. and 2:00 A.M. Shift premiums will not be paid for the hours an employee works at overtime rates.

17.02 A premium of half (1/2) time his basic hourly rate shall be paid for each hour actually worked by an employee between 8:00 A.M. Sunday and 8:00 A.M. Monday.

#### **17.03 Tradesmen's Differential:**

Tradesmen will be paid forty-five cents (45¢) an hour differential for all hours worked underground.

For the purposes of this Collective Agreement the portion of the No. 3 Shaft Ore Handling System which is excavated in rock will be considered as "underground".

### **Tool Allowance**

17.04 Each employee in a trade is required to have the tools as specified by the Company for that particular trade. The Company may update this list as conditions change.

In order to offset the cost of this requirement, the Company will pay each employee, who worked in a trade during the year, on October 1st of each year, twenty percent (20%) of the value of tools specified on the list of tools. The first verification to be made on September 15th each year.

To be eligible for the tool allowance an employee must have been employed by the Company in the trade for a minimum of six (6) months and must possess the tools required at the appropriate stage of training. Employees who have worked less than six (6) months in any trade, will receive the corresponding fraction of the tool allowance for the trade concerned.

Trades employees retiring between January 1<sup>st</sup> and September 30<sup>th</sup> will receive the full value for their tool allowance for their tool allowance for that year. Trades employees retiring between October 1<sup>st</sup> and December 31<sup>st</sup> will get the corresponding fraction of their tool allowance.

Any trades employee on LTD or Compensation will receive the full year's value of the tool allowance on October 1<sup>st</sup> if they reported to work in any of the previous 12 months.

The Company will offer to purchase any tools that are removed from the tool list on a percentage basis. The tool in question would be depreciated by twenty per cent (20%) per year and the purchase price would be made on that basis, i.e., a \$30. tool would be depreciated by \$6. per year.

The Company will continue its practice of allowing purchase of tools through payroll deduction by instalment plan if requested by an employee.

### **ARTICLE 18**

#### **Reporting Allowance**

18.01 If the work for which the employee was scheduled to report is not available or if there is no substitute work for him which is within his reasonable capacity to perform, he shall be paid nevertheless for four (4) hours of work. The rate of pay will be the base rate for the job he was scheduled to report on, plus any shift premium that applies. The Company shall not be liable for reporting allowance if it has notified the employee not to report for work at least eight (8) hours in advance of his scheduled reporting time.

### **ARTICLE 19**

#### **Paid Holidays**

19.01 The following shall be considered as paid holidays for all employees whether worked or not:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- New Brunswick Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Whenever any of the above holidays falls on a Saturday or Sunday, the Company will, subject to the requirements of the operations, endeavour to schedule the preceding Friday or the following Monday as a day off in lieu of the holiday.

The Company requires sufficient employees to maintain continuous operations on paid holidays. Only those employees absolutely necessary to maintain the continuous operations will be required to work.

19.02 An employee, excluding a student or a probationary employee, in each twelve (12) month period from June 30th in each year shall receive three (3) floating holidays to be taken as follows:

- a) at any time mutually agreeable to the Company and the employee, or
- b) if requested prior to Thursday of one week, on any day or days in the following week unless another employee in the crew has previously been granted his floating holiday or a vacation day as per Article 20.06 on that day or days.

19.03 All holidays shall be considered to begin at 8:00 A.M. on the holiday and extend to 8:00 A.M. the following day.

19.04 Subject to Section 19.06 each employee shall receive his basic rate for eight (8) hours for each of the above holidays (including the floating holidays), however, if such employee is required to work beyond eight (8) hours on the holiday he shall receive his basic rate for an equivalent number of hours in addition to the pay to which he is entitled under Section 19.05.

19.05 An employee required to work on any of the holidays referred to in Section 19.01 shall be paid two times his regular hourly rate, plus applicable shift premiums, in addition to his holiday pay.

19.06 In order to qualify for payment for the above holidays (including the floating holidays), the employee must have completed his probationary period and must have worked on the holiday and the full scheduled shift on the day immediately preceding and the full scheduled shift on the day immediately following the holiday, if scheduled to work on any of these days, exceptions to this being an absence due to vacations, death in the immediate family, permitted leave, proven illness, jury duty or crown witness, approved leave of absence. In case of layoff an employee will be paid only for the holiday which may fall within sixteen (16) calendar days following his last day worked.

The conditions set out in this section will not apply if the Provincial highways between Brunswick Mining and the employees' residence are completely blocked due to a snowstorm. This will be confirmed with the Provincial Department of Highways.

The provisions set out in this section do not apply to Section 19.05 above.

19.07 When a paid holiday falls within the vacation period of an employee, he shall be given the option to:

- Add this day to his annual vacation, or
- Bank the day with pay and take it as a floater subject to article 19.02 (a) and (b)

When an employee is required to work on a paid holiday, he shall be paid for the holiday. Upon request the employee may bank the day with pay and take it as a floater subject to article 19.02 (a) and (b).

When an employee elects to receive payment for a banked day, the hours banked for that day are also removed.

19.08 Where it meets the requirements of the operation and provided that at least fifty percent (50%) plus one of the employees who are affected so request, the Company will agree to the exchange of a scheduled shift to a time which is preferable to the employees. However, such an exchange in shift shall not result in any additional costs to the company.

The paid holidays as per article 19.01 of the Collective Agreement will not be affected by any of the scheduled shift changes under this article.

## **ARTICLE 20**

### **Vacations**

20.01 Every employee, who on June 30, September 30, or December 31 of any year, has been in the continuous service of the Company for:

- a) Less than one (1) year, shall be entitled to a vacation in accordance to the Employment Standards Act at the rate of four percent (4%) of his earnings for the period of continuous service from the date of last hiring up to June 30, September 30, December 31, or
- b) One (1) year, but less than four (4) years, shall be entitled to a vacation of two (2) weeks, with pay at the rate of four and a half percent (4.5%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- c) Four (4) years, but less than nine (9) years, shall be entitled to a vacation of three (3) weeks with pay at the rate of six and three quarter percent (6.75%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- d) Nine (9) years, but less than fourteen (14) years, shall be entitled to a vacation of four (4) weeks with pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- e) Fourteen (14) years, but less than eighteen (18) years, shall be entitled to a vacation of four (4) weeks with pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- f) Eighteen (18) years, but less than twenty-six (26) years, shall be entitled to a vacation of five (5) weeks with pay at the rate of eleven and three quarter percent (11.75%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- g) Twenty-six (26) years or more, shall be entitled to a vacation of six (6) weeks with pay at the rate of thirteen and a half percent (13.5%) of his earnings for the twelve (12) months ending June 30, September 30, December 31.

For the purpose of this Article, earnings shall include the vacation pay of the previous year.

20.02 An employee leaving the service of the Company will be entitled to the vacation pay due to him according to section 20.01 above.

20.03 Inasmuch as reasonably possible, the Company will attempt to schedule vacations so that they will immediately follow or immediately precede the employee's normal weekly days off.

20.04

a) i) Vacation will be scheduled, respecting seniority, within the Crew or Area considering the number of employees required in each job to meet operational needs.

For the purposes of vacation scheduling:

A Crew consists of a group of employees reporting to the same supervisor and working on the same schedule.

Areas are defined as:

Concentrator

Surface

Material Handling

U/G electrical

425m, 575m, 725m levels Underground Mobile

425m, 575m, 725m levels Underground Industrial

850m level Underground Mobile

850m level Underground Industrial

1000m level Underground Mobile

1000m level Underground Industrial

Underground production and development

ii) Round 1: Employees who wish to take their vacation during the year will be required to apply in writing to their foreman before May 1<sup>st</sup> stating their preference. The preliminary vacation schedule for the Crew or Area will be posted on or before May 6<sup>th</sup>.

Round 2: Only employees who are not scheduled on their preferred vacation may re-apply, in writing, before May 12<sup>th</sup>. The new vacation schedule will be posted on or before May 18<sup>th</sup>.

Round 3: Only employees who are still not scheduled on their preferred vacation or who have been displaced, may re-apply in writing before May 23<sup>rd</sup>. The new vacation schedule will be posted on or before May 26<sup>th</sup>.

Round 4: Only employees who are still not scheduled on their preferred vacation or who have been displaced, may re-apply in writing before May 28<sup>th</sup>. The final vacation schedule will be posted on or before May 31<sup>st</sup>.

iii) Initial vacation application in Round 1 determines maximum vacation that can be applied for throughout the process. Employees have the right to displace junior employees in any round, provided that they have remaining unscheduled vacation left over in each round of 20.04 ii). Once an employee's vacation is assigned, it can only be changed if displaced by a senior employee.

It is the responsibility of the employee to verify the vacation schedule posted after each round. If an employee fails to submit any application in the time limits stated above, they may not re-apply and are only eligible for vacation scheduling stipulated in 20.04c).

After posting of the final schedules, they may not be disrupted by employees who have not made the required application within the time limits. If an employee fails to make application within the time limits because of a justifiable absence, he will be fitted into the vacation schedule taking into account his preferences and the requirements of the operation.

- b) The Company will arrange vacation periods at such times as it finds most suitable having regard to the wishes and the seniority of the employees and the requirements and efficiency of operations. Preference will be given to regular employees for assignment of vacation relief.
- c) All vacation must be scheduled as per 20.04a) and b). However, any unscheduled vacation after the May 31st deadline will be awarded on the basis of “first come, first serve” where seniority will not prevail.
- d) All remaining unscheduled vacations remaining on January 31st will be scheduled according to the following taking into account 20.05: after all employees with outstanding vacations have been notified by the Company prior to January 31st, the most senior employee will be awarded the closest to June 30th available vacation period, the second most senior employee will be given the next available period closest to June 30th and so on.

20.05 The Company shall not oblige any employee to take his vacation during a shut down of operations, except during the period of June 15<sup>th</sup> to September 15<sup>th</sup> for a maximum of two (2) weeks

In order to meet the requirements of the operation, preference to work will be given in order of seniority to the employees in their own classification in the following order: crew, level, block or area.

Block - supervised by a captain.

The areas are defined as follows:

1. Concentrator
2. 1000m Level Underground Mobile
3. 850m Level Underground Mobile
4. 425m, 575m, 725m Levels Underground Mobile
5. Surface
6. Underground Electrical
7. Material Handling

20.06 All employees will be allowed at their request to divide their annual vacation on a weekly basis, and furthermore all employees at their request may divide one (1) week of vacation time (40 hours) on a day to day basis provided that the provisions of Article 19.02 (a) of this Collective Agreement are applied.

All vacation entitlement will be subject to Articles 20.04 and 20.05 of this Collective Agreement.

20.07 After July 1<sup>st</sup> of any year, the Company will pay vacation pay upon request by the employee.

20.08 Effective July 1<sup>st</sup>, 2001 an employee will be able to take a maximum of:

- four (4) weeks of vacation in the prime time period (May 1<sup>st</sup> to September 30<sup>th</sup>) if he is entitled to six (6) weeks of vacation
- three (3) weeks of vacation in the prime time period (May 1<sup>st</sup> to September 30<sup>th</sup>) if he is entitled to five (5) weeks of vacation
- two (2) weeks of vacation in the prime time period (May 1<sup>st</sup> to September 30<sup>th</sup>) if he is entitled to four (4) weeks of vacation
- one (1) weeks of vacation in the prime time period (May 1<sup>st</sup> to September 30<sup>th</sup>) if he is entitled to two (2) weeks of vacation

However, after all employees have expressed their preference as per article 20.05, in order of seniority employees may express their preference as per 20.05 again for more time during the period of May 1<sup>st</sup> and September 30<sup>th</sup> if there is still available vacation time regardless of the maximum stated above.

20.09 Effective July 1<sup>st</sup>, 2001, when an employee is scheduled to take vacation between October 1<sup>st</sup> and April 30<sup>th</sup>, he will receive an additional twenty percent (20%) of the vacation pay he is entitled to under article 20.01. This twenty percent (20%) is payable only upon weeks actually taken during the off prime time period which is from October 1<sup>st</sup> and April 30<sup>th</sup>. The twenty percent (20%) is payable the week of the employee's return to work.

20.10 The premium that employees pay for benefits will be deducted on the vacation pay for that vacation period.

**ARTICLE 21**  
**Wages**

21.01 The Co-operative Wage Study (C.W.S.) Manual for Job Descriptions, Classification and Wage Administration, dated May 2nd, 1967, and herein referred to as the "Manual" is incorporated into this Agreement as Appendix "A", and its provisions shall apply as if set forth in full herein, provided that reference in the Manual to such jobs as Trade or Craft, assigned maintenance, clerical or technical, group leader, spellhand, testing or inspection, learner and apprentice, shall not, of itself establish existence of these jobs within the Company's Operations, or determine that such jobs are included or not included in the Bargaining Unit.

21.02 The job of each employee shall be described and classified and a rate of pay shall be applied to each employee in accordance with the provisions of this Agreement.

**Standard (i.e. Basic)**  
**Hourly Wages**

21.03

a) Effective March 1, 2011, the standard hourly wage rate for job class 1 will be increased by twenty eighty cents (80¢) and the increment between the classes will be (33¢), establishing the following hourly rates:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$22.74	12	\$26.37

2	23.07	13	26.70
3	23.40	14	27.03
4	23.73	15	27.36
5	24.06	16	27.69
6	24.39	17	28.02
7	24.72	18	28.35
8	25.05	19	28.68
9	25.38	20	29.01
10	25.71	21	29.34
11	26.04	22	29.67
		23	30.00

- b) Effective March 1, 2012, the standard hourly wage rate for job class 1 will be increased by seventy cents (70¢) and the increment between the classes will be (33¢), establishing the following hourly rates:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$23.44	12	\$27.07
2	23.77	13	27.40
3	24.10	14	27.73
4	24.43	15	28.06
5	24.76	16	28.39
6	25.09	17	28.72
7	25.42	18	29.05
8	25.75	19	29.38
9	26.08	20	29.71
10	26.41	21	30.04
11	26.74	22	30.37
		23	30.70

- c) Effective March 1, 2013, the standard hourly wage rate for job class 1 will be increased by seventy cents (70¢) and the increment between the classes will be (33¢), establishing the following hourly rates:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$24.14	12	\$27.77
2	24.47	13	28.10
3	24.80	14	28.43
4	25.13	15	28.76
5	25.46	16	29.09
6	25.79	17	29.42
7	26.12	18	29.75
8	26.45	19	30.08
9	26.78	20	30.41
10	27.11	21	30.74



11	27.44	22	31.07
		23	31.40

f) Cost of Living Allowance

**(COLA)**

For the purpose of this Agreement:

1. The Consumer Price Index means the Canada Consumer Price Index (1971 x 100) (C.P.I.) which is published each month by Statistics Canada, hereafter identified as C.P.I.
2. An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (4%) for the period January 2006 to January 2007, will be added to the basic hourly rate for a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2007.
3. An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (4%) for the period January 2007 to January 2008, will be added to the basic hourly rate for a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2008.
4. An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (4%) for the period January 2008 to January 2009, will be added to the basic hourly rate for a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2009.
5. An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (4%) for the period January 2009 to January 2010, will be added to the basic hourly rate for a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2010.
6. An amount proportional, if necessary, to a percentage amount by which the Consumer Price Index exceeds four percent (4%) for the period January 2010 to January 2011, will be added to the basic hourly rate for a job class 1; this will take effect and the amount will become payable at the first pay period following publication by Statistics Canada of the Consumer Price Index for the month of February 2011.
7. The actual date of such adjustment shall be the first pay period following the publication of the C.P.I.
8. In case Statistics Canada should not publish the appropriate C.P.I. before or at the beginning of the period mentioned in 21.03 (d)2, 3, any adjustment required by the appropriate index shall be in effect at the beginning of the pay period following its official publication.

9. The continuity of the COLA depends upon the availability of the Consumer Price Index which is published each month by Statistics Canada in its current format and on the same basis (1971=100), unless otherwise agreed upon by both parties.

21.04 Effective on the dates specified in Section 21.03, all employees shall have their rates of pay adjusted as follows:

- a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section 21.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Section 21.03.
- b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 21.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 21.03 and the following shall govern:
  - 1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 21.03, the amount by which such employee's new rate is greater than the rate provided in Section 21.03, shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
  - 2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 21.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section 21.03, and the former out-of-line differential shall be terminated.

21.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

21.06 Each standard hourly rate established under Section 21.03 shall be:

- a) The established rate of pay for all straight time hours paid for on a non-bonus job; or
- b) The established minimum rate of pay for purposes of the minimum guarantee under any bonus plan.

21.07 Except as otherwise provided by this Agreement, the established rate of pay for each job shall apply to any employee during such time as the employee is required to perform such job.

21.08 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

21.09 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

21.10 The Company shall furnish the Union on the form set forth as Exhibit "E" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 21.21 shall apply only to jobs in this list.

### **Out-of-line Differentials**

21.11 The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid out-of-line differentials. Such list shall contain the following information:

- a) Name of incumbent to whom such out-of-line differential is to be paid.
- b) Job Title of job on which out-of-line differential is to be paid.
- c) Job Classification of such job.
- d) Standard hourly rate of such job.
- e) Amount of out-of-line differential.
- f) Date such out-of-line differential became effective.

21.12 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 21.11 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

21.13 If an employee with an out-of-line differential accedes to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

21.14 If an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

21.15 If such employee referred to in Section 21.13 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

21.16 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.

21.17 In addition to the other means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

21.18 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

### **Temporary Transfer**

21.19 If an employee substitutes in any Department on any job for purposes other than training, he shall receive the rate for the job or his regular rate, whichever is the greater.

Except as provided in Article 9.03 (a), an employee may not be involuntary displaced from a job in his own classification in his crew by another employee for whom work is not available in his own classification.

Temporary transfer to another job classification will be done in order of seniority in the crew for a period of 30 days only, after which time employees so transferred will return to their respective job and crew and such job which was temporary will be posted (this Article does not refer to the intent of 9.05 b).

When a temporary transfer takes place to complement a crew for any purposes, it will be done in order of seniority from another crew or area from which the original crew belongs to. Where the employees can be spared, a temporary transfer for the trades will be a maximum of 30 days.

### **Learner Rates**

21.20 Learner jobs requiring learner rates have been negotiated and have been made part of this Agreement. The Company will add any other jobs if it is necessary.

21.21 A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided shall be established at the level of the standard hourly wage scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2, of the job classification record of the respective job as follows:

a) CODE "C" - Seven to twelve (7-12) months.

One learner period classification at a level two (2) job classes below the job class of the job, and

b) CODE "D" - Thirteen to eighteen (13-18) months.

1. A first learner period classification at a level four (4) job classes below the job class of the job,

2. A second learner period classification at a level two (2) job classes below the job class of the job.

c) CODE "D" and higher - Nineteen (19) months and above.

1. It is the intention of the parties that an employee acceding to a job in this category shall have spent a minimum of one (1) year as a helper to the job or on other related jobs. Any employee with less than one (1) year's required experience shall have his

learner period extended by remaining in the third learner period classification for an additional period equal to the time he lacks.

2. A first learner period classification at a level six (6) job classes below the job class of the job.
3. A second learner period classification at a level four (4) job classes below the job class of the job; and
4. A third learner period classification at a level two (2) job classes below the job class of the job.

21.22 Employee's time spent on a job requiring a learner schedule shall be cumulative. Periods of less than eight (8) hours will be counted toward completion of a learner schedule. Periods of less than eight (8) hours shall be paid for at the job rate.

21.23 Any employee, who has become established on a job prior to the date of this Agreement, shall not be required to requalify for such job by means of the procedures provided by this Agreement.

21.24 Any employee who has qualified for a job through a learner schedule, shall not be required to repeat the learner schedule for that particular job.

21.25 The appropriate learner rate level, to which any employee acceding to a job requiring a learner schedule shall be assigned, is determined by crediting the employee with all time previously worked since July 1st, 1964:

- a) On the job under consideration; and
- b) On any job which provided related training opportunity for the job under consideration.

21.26 The established learner rate of pay for each learner period classification shall apply to an employee in accordance with the learner training periods as defined above. However, an employee whose rate of pay prior to the assignment to a job having a learner schedule is higher than the minimum rate of learner job to which he has acceded shall maintain his rate but not higher than the job rate, until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

### **General**

21.27 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

21.28 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

21.29

- a) The Union recognizes that incentive is paid for effort and performance. The Company agrees to develop and maintain an incentive system for conventional development,

mechanized development and production mining. The above bonus shall be calculated and paid weekly.

An employee wishing to enquire about his bonus calculation can be accompanied, if he so desires, by a member of the Bonus Committee in order to review such matter with the Company. In any event, such matter can also be reviewed by the Company and the local Union President or the Bonus Committee, if requested by the employee.

Up-to-date information on bonus rates will be readily accessible and available for examination to employees affected by those rates. Rate changes or new rates will be introduced only in the period following the date such rate changes or new rates are posted. Copies of the posted rate changes or new rates will be given to the Bonus Committee.

In the case of special incentive contracts not covered above, the rate and its duration will be communicated in writing to the employees concerned.

- b) An employee wishing to enquire about his bonus calculation may file a "Bonus Investigation" form with his shift boss, which shall be processed by the Company within a fourteen (14) day period.

If further clarification is required, the employee may submit the matter to the Bonus Committee. The Bonus Committee with the employee and a representative of the Union Executive in attendance may discuss the matter with senior Mine Department officials if required.

### **Block Release Training**

21.30

- a) When an employee goes on Block Release Training the Company will pay the difference between the Canada Manpower payment and the wages the employee would receive on a regular forty (40) hour week at his basic rate.

During the period of the Block Release Training, in the event of a Civic Holiday or suspension of classes, the employee will not be required to report to the mine site to maintain his earnings. The employee will not be eligible for any overtime for the period between the completion of his work on his last scheduled day and his first scheduled shift after the Block Release Training. However, after 4:00 p.m. of the last day of the Block Release Program, he will be eligible for "call-outs".

- b) The starting rate of an employee on the Apprenticeship program shall not be less than job class four (4).
- c) Apprentices will be scheduled for divisional block release training in order of seniority. Normal block release scheduling will apply.
- d) Employees on Block Release training who are required to travel outside of Bathurst will be provided a payment of \$40. per week above the Canada Manpower allowance for living expenses. Mileage will be paid at Company rates for one trip per week to and from the training site.

The registration fee will also be paid by the Company.

### **Trades Training**

21.31 A journeyman will be paid the top rate for the job upon receipt of his journeyman's certificate from the New Brunswick Department of Labour. This payment will be retroactive to the date the employee had completed the hours and obtained the required skills in the trade, provided the final examination had been passed by the employee, otherwise the date of certification will be used.

### **ARTICLE 22 Union Security**

22.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

22.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

22.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

A list of the names of all employees from whom no deductions have been made and reasons;

This information shall be sent to both Union addresses identified in Article 22.02 above, in such form as shall be directed by the Union to the Company.

22.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

22.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

### **ARTICLE 23 Notices**

23.01 Any notice in writing which either party desires to give to the other shall be delivered personally or given by registered mail, postage prepaid, addressed as follows:

To the Company:

Xstrata Canada Corporation  
Xstrata Zinc Division  
Brunswick Mine  
P.O. Box 3000  
Bathurst, N.B. E2A 3Z8

To the Union:

The Secretary, Local 5385  
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and  
Service Workers International Union  
P.O. Box 512  
Bathurst, N.B. E2A 3Z4

23.02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

23.03 Either party may change its address for service of notices at any time by notice as above mentioned.

#### **ARTICLE 24** **Jury Duty**

24.01 When an employee is required to serve as a juror or is subpoenaed by the Crown as a witness, the Company will make up any loss in the regular pay of such employee while serving on Jury Duty or as a witness.

#### **ARTICLE 25** **Departments**

25.01 For the purpose of applying the provisions of this Agreement the Departments shall be as follows:

- a) Concentrator
- b) Mine
- c) Plant
- d) Purchasing/Warehousing
- e) Human Resources

#### **ARTICLE 26** **Labour-Management Committee**

26.01 Matters of mutual interest which are not proper subjects to be dealt with under the Grievance Procedure may be discussed by the Labour-Management Committee.



This Committee shall be made up of no more than five (5) representatives from each party and will meet at least six (6) times per year at dates to be mutually agreed.

When requesting a meeting, the party making the request will submit an agenda for consideration. A copy of the Minutes of the meetings will be given to each member of the Committee within seven (7) days following the meeting. These minutes will indicate the Company's intentions with regard to time required to complete any work or to meet any commitments. Should delays occur, the reasons will be communicated to the Union Executive.

## **ARTICLE 27**

### **Insurance Benefits**

27.01 The plans consist of a Voluntary Early Retirement Plan, Pension Plan, Group Life Insurance, Weekly Indemnity Benefit Plan, Long Term Disability Insurance Plan, Supplementary Health Plan and Dental Plan.

#### **Voluntary Early Retirement Plan**

1. This plan is in addition to, but not part of, the employees' pension plan.
2. In order to be eligible for benefits in accordance with this plan, an employee must be at least sixty (60) years of age and have at least twenty (20) years of continuous service or must be at least fifty-eight (58) years of age and have at least thirty-two (32) years of continuous service.
3. An eligible employee may apply in writing to the Company for benefits under this plan.
4.
  - a) An employee who meets the above requirements is entitled to the following early retirement benefits:
    - i) An unreduced basic pension;
    - ii) A monthly bridge pension equal to the sum of (A) and (B) below:
      - (A) twenty-one dollars (\$21) per month for each year of service; plus
      - (B) an amount, if positive, equal to one hundred and fifty dollars (\$150) less a reduction of the basic pension of 3% per year between early retirement age and age 65.

The bridge benefits equal to the sum of (A) and (B) above, will cease on the first of the month coincident with or next following attainment of age 65 or until his/her death, whichever occurs first.

- iii) If the employee is under sixty (60) years of age at the time of retirement, he will receive a monthly annuity equal to seventy percent (70%) of the maximum monthly pension payable in the retirement year by CPP pension. This pension will be paid beginning on the first day of the month following the early

retirement and until the employee reaches the age of sixty (60) or until death, whichever of these two (2) dates comes first.

- b) The particularities of this Voluntary Early Retirement Plan must comply with any fiscal and human rights laws as well as other applicable legislation.

#### 5. **Benefit Plans Coverage**

The employee will continue to be covered by the Supplementary Health, Dental and Life Insurance until he/she reaches 65 years of age. Benefits of the aforesaid plans are subject to the provisions of the collective agreement in effect at the time of retirement and as amended in subsequent negotiations except that the coverage in accordance with the life insurance plan will be equal to the full basic coverage which will be reduced only when the employee reaches 65 years of age.

If an employee dies while insured for dependents' health insurance coverage, his/her dependents will continue to be insured for up to a maximum of twelve (12) months. Coverage will cease on the remarriage of the dependent's spouse.

The Company will pay the total cost of these plans.

#### 6. **Miscellaneous**

Benefits in accordance with this plan are in addition to the benefits provided for the Canada Pension Plan and are not limited or reduced by the aforesaid benefits or the payment of benefits in accordance with the employment insurance plan of Canada. However, an employee eligible for this plan will not be eligible for any benefits in accordance with the Weekly Indemnity Plan and the Long Term Disability Plan.

The cost of all the improved early retirement benefits will be incurred by the Company. If the employee satisfies all the eligibility requirements stated in paragraph 2 above, he/she may make a written request to the Company in order to receive the benefits of the present plan. Such a request by the employee will entail a voluntary leave.

An eligible employee will retire the first of the month following the date the request has been accepted.

The present plan is only applicable to employees who meet the requirements during the life of this agreement.

### **PENSION PLAN**

Upon closure of the mining operation, if such closure is between March 1, 2011 and February 29, 2012, this plan will provide a pension at normal retirement age (age 65) of fifty-four dollars (\$54.00) per month for each year of credited service after January 1, 1966;

Upon closure of the mining operation if such closure is between March 1, 2012 and February 28, 2013, this plan will provide a pension at normal retirement age (age 65) of fifty-five dollars (\$55.00) per month for each year of credited service after January 1, 1966;

Should the mining operation not have closed, then effective March 1, 2013, this plan will provide a pension at normal retirement age (age 65) of fifty-five dollars (\$55.00) per month for each year of credited service after January 1, 1966;

In all cases of early retirement (before sixty-five (65) years of age), the terms of the plan will apply with a reduction of one quarter of one percent (0.25%) for each month preceding the normal date of retirement. Payment of the reduced annuity will be effective on the date of retirement.

This pension benefit is in addition to benefits payable under Government pension plans.

The Company pays the full cost of this benefit

### **Group Life Insurance**

The basic life coverage is fifty-five thousand dollars (\$55,000) and in the case of accidental death and dismemberment, would be an additional fifty-five thousand dollars (\$55,000).

An employee's basic life insurance coverage will be the amount in effect on the date the employee was last actively at work until the date of his return to full time active work.

Upon retirement or age sixty-five (65), whichever happens first, and each year thereafter, the employee's basic insurance will be reduced by twenty percent (20%), however a ten thousand dollar (\$10,000) coverage will be maintained for employees retiring after October 1st, 1996.

The Company pays the full cost of this benefit

### **Weekly Indemnity Benefit Plan**

For employees actively at work, six hundred and thirty dollars (\$630), effective at the signature of the Collective Agreement; six hundred and forty dollars (\$640) effective March 1, 2012, six hundred and fifty dollars (\$650) effective March 1, 2013.

The benefit is payable for a single period of disability starting on the first day of an accident or hospitalization, and on the fourth day in the case of an illness (a doctor must be seen on the first day), during a period of thirty-nine (39) weeks for a single period of disability.

This plan will be registered with the Employment Insurance Commission in accordance with paragraph 69 Employment Insurance Act and any reduction paid in accordance with this act will belong entirely to the Company in view of the other advantage awarded.

This benefit is not payable if the Worker's Compensation Act covers the disability.

A waiver of monthly premium will be granted for any period where an employee is eligible for benefits.

The Company pays 80% of the cost of the Plan, and the employees 20%.

### **Long Term Disability Insurance Plan**

Employees shall be entitled to monthly benefits in accordance with the Company's Long Term Disability Plan. Payment of these monthly benefits will start after the expiration of the weekly benefits (39 weeks) and following payment of any Employment Insurance Commission benefit. These monthly benefits will be paid during a maximum of two (2) years provided that the employee is completely disabled and that he is incapable of performing his job.

The two year period will include the duration of the weekly benefits (39 weeks) and any payable Employment Insurance benefit.

Payment of benefits will be extended beyond the two years until age sixty-five (65) provided that the disability of the employee keeps him from doing any kind of work.

This plan allows for monthly benefits to be equal to the amount which, added to the disability benefits initially paid in accordance with the Canada Pension Plan will represent sixty-six and two-thirds percent (66-2/3%) of the monthly salary calculated at the employee's hourly rate upon disability. However, in no circumstances shall the benefits exceed two thousand dollars (\$2,000) effective at the signature of the Collective Agreement.

The Company will provide the Union with a copy of the policy.

Where an employee after having made application does not meet the requirements to receive the disability allowances paid in accordance with the Canada Pension Plan, the plan shall pay an amount of \$500 per month until he resumes work or until he fills the necessary requirements to receive the Canada Pension Plan disability allowances.

This benefit is not payable if the Worker's Compensation Act covers the disability.

A waiver of monthly premium will be granted for any period where an employee is eligible for benefits.

The Company pays 80% of the cost of the Plan, and the employees 20%.

### **Supplementary Health Plan**

The Plan provides for supplementary hospital benefits, prescription drug benefits with a co-pay, and 100% of extended health benefits subject to the maximums and terms provided in the Plan. Included in the extended health benefits are:

- Ward and private room accommodation
- Private duty Nurse, up to \$10,000 per 12 month period
- Diagnostic and x-ray services
- Physiotherapy, up to 40 treatments per 12 month period
- Blood and blood plasma
- Physician services out of province
- Accidental Dental
- Prosthetic appliances, up to \$1000 per 12 month period, 90% coverage, \$2000 life-time maximum
- Equipment Rental

- Oxygen
- Professional Ambulance
- Ostomy supplies, 100%
- Special Ambulance Attendant
- Orthopedic Shoes, 100%, up to \$150 per year
- Molded arch supports, maximum of \$250 per arch for a maximum of 2 pairs per 24 months
- Hearing Aids
- Vision Care, up to \$275 for glasses and/or contact lenses, per 24 month period increasing to \$300 starting March 1, 2009
- Eye examinations, up to \$60 per 24 month period (Dependent children benefits on a 12 month base period)
- Psychologists care, 80% of fee up to \$375 per person per 12 month period
- Chiropractor, up to \$500 per person per year
- Acupuncture, up to \$500 per person per year
- Diabetic supplies
- Massotherapy, \$45.00 per treatment, \$450 max. per 12 month period. Needs to be prescribed by doctor.
- Physician insurance forms paid at 100% when required by the insurance provider for the purpose of the weekly indemnity benefit or the long term disability insurance plan.

Also covered is the cost, excluding the co-pay, of certain life sustaining drugs which may not legally require a prescription, as per the terms of the Plan.

If an employee dies while insured for dependents' health insurance coverage, his/her dependents will continue to be insured for up to a maximum of twelve (12) months. Coverage will cease on the remarriage of the dependent's spouse.

The Company pays 80% of the cost of the Plan and the employee 20%.

A waiver of monthly premium will be granted for any period over 30 days where an employee is absent under the Weekly Indemnity or Long-Term Disability plans or Compensation.

### **Dental Care**

The Dental Care Plan provides benefits in accordance with the current year schedule of dental fees.

The Plan provides for up to 80% of the cost of basic preventive and restorative treatment, basic periodontics, dentures, crowns and fixed bridge restoration, to an annual maximum of eighteen hundred dollars (\$1800) per person. Payment is in accordance with the current schedule of dental fees.

Admissible expenses for malocclusions and orthodontic treatment will be covered up to 60%, to a lifetime maximum of \$2,000 for each person insured.

The Company pays 100% of the cost of the Plan.

**ARTICLE 28**  
**SEVERANCE PAY**

28.01 When an employee is severed as a result of the closure of the operation, he will be entitled to a severance pay allowance in accordance with the following provisions:

Any severance amount set out in this article is inclusive of any legislative requirements for severance or notice. Notice will be given in accordance with Article 9 of the collective Agreement.

An employee who is in receipt of his severance pay will be deemed to have severed his employment with the Company and will have no right of recall.

Severance pay will be two (2) weeks per year of seniority. All incomplete years of seniority will be calculated on a prorated basis.

An employee who elects to take an early retirement under the terms of the Voluntary Early Retirement Plan will not be entitled to severance pay.

**ARTICLE 29**  
**Duration**

29.01 This Agreement shall remain in effect until February 28, 2014, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

The present Collective Agreement will continue to apply until the signature date of a new collective agreement, unless either party exercises legal right to strike or lockout as per the New Brunswick Labour Relations Act.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this X th day of February, 2011.

Xstrata Canada Corporation  
Xstrata Zinc Division  
Brunswick Mine

United Steelworkers  
Local 5385

\_\_\_\_\_  
G. Robinson

\_\_\_\_\_  
E. Hache

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L. O'Connell

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M. Willett

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N. Dandurand

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K. Smith

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J.-G. Gauthier

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R. Young

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B. Chasse

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G. White

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G. Ashe

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L. McKay

## **APPENDIX "A"**

C.W.S. Manual

## **APPENDIX "B"**

The "Compressed Work Week" supplementary agreement is incorporated into and forms part of this Collective Agreement and its provisions are subject to the grievance and arbitration procedures set out herein.



**APPENDIX "B"**

**COMPRESSED WORK WEEK  
Supplementary Agreement**

between

**XSTRATA CANADA CORPORATION, XSTRATA ZINC DIVISION  
BRUNSWICK MINE**

and

**UNITED STEELWORKERS  
LOCAL 5385**

DATED April 15 1997

## **APPENDIX "B"**

### **COMPRESSED WORK WEEK**

#### **PREAMBLE**

The "Compressed Work Week" will apply to those employees who are presently working on regularly scheduled twelve hour shifts.

The "Semi-Compressed Work Week" will apply to employees who are working on regularly scheduled twelve (12) hour shifts covering twelve hours per twenty-four hour day, seven days per week. This definition will be used for article 16.03(e) otherwise the Compressed Work Week will apply.

Continued operation of this "Compressed Work Week" requires that a majority of fifty percent (50%) plus one support it in any vote. Votes may be held at the request of the Union but not more often than once in any six (6) month period.

Further implementations of this "Compressed Work Week" will require a majority vote of fifty percent (50%) plus one of the individuals in favour of a trial period. Before the end of the trial period, if both parties agree, another vote can be held to continue the schedule. The majority in favour at this time should be fifty percent (50%) plus one.

The success of the "Compressed Work Week" program depends on the co-operation of employees to request overtime work to replace individuals who are absent. This will be accomplished by means of a Spare Board which will be completed one (1) day in advance of any set of shifts.

If the most junior employee volunteering for a job is not available for work for good reason, that employee must contact the Company giving the name of the qualified employee who will be replacing him on the spare board.

If there are no volunteers on the spare board and if the designated employee is not available for work for good reason, the designated employee must contact the Company giving the name of the qualified employee who will be replacing him on the spare board.

Co-operation in this respect is essential.

Payment for time worked will be made according to hours worked each week.

Application to the Department of Labour must be made before proceeding with a schedule change. Approval by the Minister of Labour is necessary.

The Company reserves the right to schedule all its employees on an eight (8) hour shift during any shutdown or emergency period.

## **COMPRESSED WORK WEEK AGREEMENT**

Xstrata Canada Corporation, Xstrata Zinc Division, Brunswick Mine, at the request of Local 5385 United Steelworkers agrees to institute a 12-hour shift schedule. The continuation and success of this "Compressed Work Week" is contingent on meeting the following conditions:

1. There will be no increased costs to the Company.
2. The new schedule must not be a factor in lessening efficiency with the work force.
3. The schedule will provide for an average forty-two (42) hour work week.
4. The Union or the Company can withdraw from the "Compressed Work Week" with a fourteen (14) day notice to the other party.

If the "Compressed Work Week" is terminated and employees revert to 8-hour shifts, then the existing collective agreement will rule. The clauses of the collective agreement affected by the "Compressed Work Week" are listed below and both parties agree to amend them in the following manner:

9.07 Notwithstanding anything to the contrary contained in this Agreement, an employee shall be considered to be a probationary employee and shall have no seniority until he has actually worked three hundred and sixty (360) hours of continuous service with the Company, at which time he shall become entitled to Company seniority dating from his last hiring. In the case of students hired for temporary periods, the calculation of the three hundred and sixty (360) hours shall commence after they have applied and been accepted as regular employees.

An employee upon completion of his probationary period will be inducted into union policies and provisions of the collective agreement by the President of the Local or his delegate.

10.06 On the death of a member of an employee's immediate family the Company will grant a leave of absence as follows:

- Five (5) days on the death of an employee's spouse, child or parent.
- Four (4) days on the death of an employee's brother, sister, father-in-law, mother-in-law or grandchild.
- One (1) day on the death of an employee's grandparent.

The leave must be taken on the scheduled shifts immediately following the date of death. If a "Compressed Work Week" employee would have otherwise been required to work on one (1) or more of the said days he will be paid

- twelve (12) hours for such day(s) at his basic hourly rate up to a maximum of forty-eight (48) hours on the death of his spouse, child or parent;
- thirty-six (36) hours on the death of his brother, sister, father-in-law, mother-in-law or grandchild;

- twelve (12) hours on the death of his grandparent.

In the case of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the Company will grant to this employee a leave of absence of three (3) days to allow him to attend the funeral and if he would have otherwise been required to work on such days, he will be paid for twenty-four (24) hours for such days at his basic hourly rate.

Evidence may be required of the employee's entitlement to pay under this section.

The Company shall grant a leave of absence of one (1) day without pay for the birth or adoption of a child.

10.08 An employee who is not able to report to work must advise the Company by calling the Company Gatehouse at least two (2) hours before the beginning of his "Compressed Work Week" shift. This notice by the employee will be recorded on a Company form which will indicate the time of the employee's phone call and the reason(s) given by the employee for not being able to present himself at work and the date of return to work. A copy of this form will be supplied to the employee.

An employee, who for reasons beyond his control cannot advise the Company of his absence, shall not be subject to Section 9.02(d). If it is impossible to advise the Company as above mentioned, the employee concerned must give the Company a satisfactory reason for his failure to phone and/or for his failure to report for work. In all cases, the Company will have the right to consider the reason(s) given for failure to advise and/or for failure to report for work in order to decide, subject to the grievance procedure, if the reason of his absence should be considered as authorized.

15.02

- a) A day is a twenty-four (24) hour period beginning with the start of the employee's shift. An employee's basic work day is twelve (12) consecutive hours in such twenty-four (24) hour period for those working on the "Compressed Work Week", broken only by the lunch periods provided for in Section 15.05.

15.03 A week is seven (7) days beginning on Sunday at 8.00 a.m.

15.05 Twelve (12) hours work on his job will constitute a work day for a "Compressed Work Week" shift worker. Each such employee will be entitled to two thirty (30) minute lunch periods on Company time, however it is recognized that due to the nature of the work or because of unforeseen circumstances an employee may be required to continue all necessary supervision of machinery and maintenance of services.

15.07

- a) The Company will post a schedule averaging forty-two (42) hours a week for all employees on "Compressed Work Week". An employee assigned to the "Compressed Work Week" schedule shall work one (1) week of three (3) shifts per week and one (1) week of four (4) shifts for the purpose of making an average work week of forty-two (42) hours. The three and four shift weeks will not necessarily alternate.

16.01 The Company shall pay a "Compressed Work Week" employee one and one-half (1-1/2) his basic rate:

- a) for all hours worked or part thereof by an employee on "Compressed Work Week" in a day in excess of twelve (12) hours, or
- b) for all hours worked or part thereof by an employee on "Compressed Work Week" in a week in excess of the scheduled thirty-six (36) or forty-eight (48) hours.
- c) for all hours worked or part thereof by an employee at the request of the Company on any of his scheduled days off.

16.03 (This section replaces 16.03 and 16.04 of the Collective Agreement).

- a) If overtime is required for employees working the compressed work week it will be assigned in the following manner:
  - (i) in accordance with the Spare Board Procedure, or
  - (ii) appoint another employee.

Employees whose names appear on the spare board shall be available two (2) hours in advance of the normal shift starting time.

- b) An employee who has been assigned to another job because work is not available in his own classification shall not, for the purposes of assignment of overtime, displace another employee who regularly performs that job.
- c) An employee will not be required to work in excess of sixteen (16) hours overtime in any week except in cases where no other qualified employee is available. The Company will exhaust all efforts to find a replacement.
- d) An employee will not be required to work in excess of sixteen (16) consecutive hours in a 24 hour period.
- e) For overtime up to four (4) hours in areas working the "Compressed Work Week" and "Semi-Compressed Work Week", preference will be given to employees actually performing the job. For overtime exceeding four (4) hours, section 16.03(e) will apply.

17.01 For those employees working on the "Compressed Work Week", a shift premium of sixty cents (60¢) will be paid for each hour actually worked between the hours of 4:00 P.M. and midnight and seventy cents (70¢) will be paid for the hours actually worked between the hours of midnight and 8:00 A.M. Shift premiums will not be paid for the hours an employee works at overtime rates.

19.02 Each employee, excluding a student or a probationary employee, in each twelve (12) month period from June 30th in each year shall receive three (3) floating paid holidays, to be taken at a time mutually agreeable to the Company and the employee. "Compressed Work Week shift workers" shall receive a total of twenty-four (24) hours pay for these holidays which may be taken at the employee's option in two payments of twelve (12) hours each.

19.04 Subject to Section 19.06 each employee shall receive his basic rate for eight (8) hours for each of the above holidays (including the floating holidays), however, a "Compressed Work

Week" employee required to work beyond 12 hours shall receive his basic rate for each hour worked beyond this 12 hours in addition to any other pay to which he is entitled.

20.01 Every "Compressed Work Week" employee, who, after June 30th, September 30th or December 31st of any year, has been in the continuous service of the Company for:

- a) Less than one (1) year, shall be entitled to a vacation in accordance to the Employment Standards Act at the rate of four percent (4%) of his earnings for the period of continuous service from the date of last hiring up to June 30, September 30, December 31, or
- b) One (1) year, but less than four (4) years, shall be entitled to a vacation of two (2) weeks, with pay at the rate of four and a half percent (4.5%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- c) Four (4) years, but less than nine (9) years, shall be entitled to a vacation of three (3) weeks with pay at the rate of six and three quarter percent (6.75%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- d) Nine (9) years, but less than fourteen (14) years, shall be entitled to a vacation of four (4) weeks with pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- e) Fourteen (14) years, but less than eighteen (18) years, shall be entitled to a vacation of four (4) weeks with pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- e) Eighteen (18) years, but less than twenty-six (26) years, shall be entitled to a vacation of five (5) weeks with pay at the rate of eleven and three quarter percent (11.75%) of his earnings for the twelve (12) months ending June 30, September 30, December 31, or
- g) Twenty-six (26) years or more, shall be entitled to a vacation of six (6) weeks with pay at the rate of thirteen and a half percent (13.5%) of his earnings for the twelve (12) months ending June 30, September 30, December 31.

For the purpose of this Article, earnings shall include the vacation pay of the previous year.

Employees on compressed work week will be allowed, at their request, to divide their vacation on a weekly basis. When employees schedule one (1) week of their vacation entitlement, their vacation period will be the lesser of forty-eight (48) hours or seven (7) calendar days.

Furthermore all employees, at their request may divide one (1) week of vacation time (at the time of vacation scheduling, employees must declare whether they wish to take three or four 12-hour shifts) on a day-to-day basis provided that the provisions of Article 19.02(a) of this Collective Agreement are applied and there is no extra cost to the Company.

All vacation entitlement will be subject to Articles 20.04 and 20.05 of this Collective Agreement.

Except as amended by this supplementary agreement, the provisions of the Collective Agreement shall remain in full force and effect.

## **SPARE BOARD**

The spare board is to be used to designate individuals who will be available to work overtime in cases of absenteeism among the regularly scheduled shift crews.

1. Employees may volunteer to spare at a time convenient to them.
2. Employees are scheduled as spares.

The spare board will show the jobs that have to be filled and will permit employees to indicate which shifts they wish to cover. The spare board will be operated in the following manner:

1. Volunteers must sign up on the spare board for jobs for which they are qualified at least one (1) day in advance of the set of shifts to be covered. After this time the supervisors will designate spares in vacant spots. The designated spares will be those employees who will have just completed the day shift schedule.
2. Spares must be available by phone two (2) hours in advance of the normal shift starting time.
3. Spares may indicate willingness to be available for both day and night shifts.
4. Employees must advise the Company of any change in telephone numbers.

Overtime shall be assigned from the spare board in the following order:

- a) in order of seniority to the employee(s) in the job.
- b) in order of seniority to the qualified employee(s) in the classification.
- c) in order of seniority to the qualified employee(s) outside the classification.
- d) to the junior qualified employee(s) who will perform the work.

If the junior qualified employee cannot work for good reason he must advise the Company of the name of the individual who will replace him.

In the event that the junior qualified employee fails to indicate a replacement the Company will appoint another employee.

An employee will be assigned to the job classification which was indicated to him at the time he was called except if he is required to work in his own classification.

The success of the "Compressed Work Week" relies heavily on the success of the spare board.

When overtime is required involving compressed work week employees for reasons other than absenteeism, it will be offered to employees whose names are on the spare board in the following manner:

- i) employees in order of seniority in the job,
- ii) employees in order of seniority in the same classification,
- iii) other qualified employees in order of seniority.

**APPENDIX "C"**  
**Grievance Commissioner Procedure**

- .01 Within ten (10) days of receipt of notice of arbitration under Sections 6.05 or 6.08 of the Collective Agreement the parties may agree to refer the issue to a Grievance Commissioner as set out below.
- .02 The Grievance Commissioner shall be selected in rotation from the panel of arbitrators as set out in Section 7.01 of the Collective Agreement. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator except as expressly provided in this Appendix.
- .03 The Grievance Commissioner Procedure has been established as an expeditious means for the effective disposition of unresolved grievances.
- .04 The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Collective Agreement, the decision of the Grievance Commissioner shall:
  - (a) be consistent with the provisions of this Agreement, and
  - (b) be confined to the grievance referred to him.
- .05 The Union and the Company shall each be responsible for one-half (1/2) of the fees and expenses of the Grievance Commissioner.
- .06 One day each month shall be set aside for Grievance Commissioner hearings.
- .07 When an issue is referred to a Grievance Commissioner he shall be provided with the following information:
  - (a) The written grievance at Step Two
  - (b) The written reply of the Company at Step Two, and
  - (c) No later than ten days before the hearing, concise and brief written representations on which the parties intend to rely. (These will be supplied to the other party also.)
- .08 The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make representations or adduce evidence to support their case as described in .07(c). But, the intention of the parties to ensure speed and informality is paramount.



Counsel will not be used, preliminary objections will not be allowed, the Grievance Commissioner will not be obliged to follow rules of evidence and post-hearing submissions will not be permitted.

- .09 The Grievance Commissioner must render his decision in writing without reasons to both parties within seven (7) days of the hearing. Reasons may be requested by the parties and, if so, shall be delivered separately and shall not be part of the decision.
- .10 This procedure is established on a trial basis and either party may notify the other of any dissatisfaction, whereupon discussions will be held to attempt to modify the procedure.
- .11 The Company will pay for one (1) grievance committee member and one (1) hour at regular rate for the grievor when attending the hearing.

## **APPENDIX "D"**

### Joint Safety Committee Interpretation of Occupational Health and Safety Act Articles 19, 20, 21, 22 and 23

19 An employee may refuse to do any act at his place of employment where he has reasonable grounds for believing that the act is likely to endanger his health or safety or the health and safety of any other employee.

20(1) Any employee who believes that an act is likely to endanger his or any other employee's health or safety, shall immediately report his concern to his supervisor, who shall promptly investigate the situation in the presence of the employee.

20(4) Where an employee has made a report under subsection (1) and the matter has not been resolved to his satisfaction, he shall refer the matter to a committee or where there is no committee, to an officer.

Step One - Employee and Supervisor

Step Two - Employee, Supervisor, Safety Rep (Sub-Safety or Member of J.S.C.), second or third line supervision. At Step II all internal resources at disposal of those involved should be used in an effort to resolve the situation.

Step Three - Joint Safety Committee.

Step Four - If the Joint Safety Committee's decision is not acceptable, or if the Joint Safety Committee cannot reach agreement, then the matter will be referred to a government official.

Note: Record of Refusal must be forwarded by supervisor to Joint Safety Committee specifying nature of concern and resolution arrived at.

19 No employee shall be disciplined by reason of the fact alone that he has refused to act if his refusal to act is authorized by subsection 19 and he complies with subsection 20(1).

Loss of wages resulting from a refusal to do alternate work pending resolution of a concern identified under 19 shall not be regarded as disciplinary action.

21(2) Where an employee has refused to do an act at his place of employment pursuant to section 19, the employer shall not assign another employee to perform that act, unless that other employee has been advised by the employer of such refusal and the reasons therefore and of his rights under the act.

When an employee has refused to do an act for reasons set out in 19, a supervisor will not ask another employee to do the act until he has given careful consideration to the concerns expressed by the first employee.

Any subsequent employee requested to perform a job which another employee has refused also has the right to refuse.

23 Where an employee has reasonably refused to do an act pursuant to section 19, his right to refuse is protected under section 21 and he has not been reassigned to do, other acts or work under section 22, the employer shall pay that employee the same wages and grant him the same benefits as he would have received if he had not refused to do the act.

24(1) No employer or union shall

(a) take any discriminatory action against an employee, or

(b) threaten to take any discriminatory action against an employee or intimidate or coerce any employee,

because the employee has sought the enforcement of this Act, the regulations or an order made in accordance with this Act or the regulations, or has acted in compliance with this Act, the regulations or an order made in accordance with this Act or the regulations.

24(2) A reassignment under section 22 is not discriminatory action under this section.

### **Appendix "E"**

An employee wishing to exercise his rights under section 2.06 e) will be excluded from the jobs below unless he can prove that he has sufficient pertinent experience.

Except for the trades, should employees have fully exercised their bumping rights through article 9.03 a) and would otherwise leave the property, they may displace a maximum of 35% of junior employees in each classification in any given year even if they do not meet the requirements of 9.03 a) (iii) (previously 9.03 a) (v)).

All Trades Classifications

Met. Lab Technician

Assay Lab Technician

Flotation operator

Miner, Mobile Equipment

Production Blaster

Mine Reconditioner

Hoistman

Water Treatment Plant Operator

Production Driller  
Diamond Driller

## **APPENDIX "F"**

In consideration that all tradesmen will be expected to perform work to the full scope of their job, a two (2) job class additive will be paid to all tradesmen at the journeyman level.

### **FULL SCOPE**

During the life of this Agreement, all tradesmen will be expected to perform work to the full scope of their job.

If an employee is trained in a particular trade, he is expected to complete all tasks that he has been trained to perform in that particular trade.

An employee paid in a trade job classification is expected to do the full scope of that job. During the life of this Agreement, there is no intention to have tradesmen who are certified in more than one trade performing work outside of their current trade classification.

Full scope for each trade will be defined by the curriculum of the N.B. Department of Advanced Education and Training. Tasks will be assigned according to an examination of the primary nature of the job.

All trades currently recognized by Brunswick Mining will continue to be recognized. Those trades are Industrial Mechanic, Pipefitter, Welder, Instrumentation Repairman, Heavy Duty Mechanic, Industrial Electrician, Carpenter, Painter Decorator, Machinist, Blacksmith and Stationary Engineer.

### **DISPUTE SETTLING MECHANISM**

Any dispute arising out of the allocation of work under the application of full scope shall be dealt with as follows.

During the time required to settle the dispute, the work shall be performed by the person (trade) to which it was originally assigned.

Prior to Step 1, the employee to whom the work in dispute may be disputed by that employee or by another employee who may contend that the work in question is deemed to belong to that trade may institute the dispute settling mechanism.

#### **Step I**

Discussion of the application between the tradesman and his immediate supervisor. Failing settlement,

#### **Step II**

Discussion of the application between the employee and a union trades committee representative.

Step III

Discussion of the application between the employee, a union trades committee representative and the senior trades supervisor for the area in dispute. Failing settlement,

Step IV

Submitted to an Arbitration procedure (referee, commissioner, arbitrator).

**APPENDIX "G"**

Manpower requirements to operate the metallurgical pilot plant will be filled on a temporary basis. The senior employee in the department will be given preference to fill the job on an interim basis provided he has the ability, knowledge, skill and physical fitness to do the job concerned. Upon completion of the job, the employee(s) concerned shall be returned to his previous job, schedule and crew.

**APPENDIX "H"**

**Rotation of Apprentices**

Apprentices in all trades will be rotated on a regular basis according to an overall apprenticeship program. The training strategy will be presented annually to the trades committee and their recommendations considered.

**APPENDIX "I"**

**Training And Upgrading Strategy**

The Company and the Union recognize the benefits of continuously upgrading the skills of employees to cope with changing requirements in the workplace.

All academic and advanced practical training will be offered to the employees in order of seniority, in the crew, in the job classification concerned, provided the employee(s) has the necessary academic prerequisites.

Training on specific equipment will be directed to employees involved with that equipment.

**APPENDIX "J"**

The Company establishes job specifications to define the basic qualifications an employee should possess to successfully learn and perform the job. The Union and the Company have agreed to job specifications of Appendix E jobs for the life of the agreement.

During the life of this agreement, should the Company be required to establish new job specifications, the Company will seek input from the Union prior to implementation.

During the life of this agreement all other current job specifications outside Appendix E., will remain outside Appendix E and therefore these jobs will be awarded based on seniority.

When accepting applicants for any job posting, the candidate's qualifications will be measured against the job specifications, giving consideration to the applicant's previous experience in having performed the job which is posted, and / or other jobs which the applicant may have done that are similar in nature.

When job specifications include an educational requirement, an applicant who does not possess the required educational standard, and who successfully completes a job related assessment, will be considered capable of performing at the required educational level for that job.

### **Job Posting Requirements**

Carpenter – J.C. 17

The candidate must possess a Journeyman Certificate.

Carpenter Apprentice - J.C. 4

The candidate must have Grade 12 and must have successfully completed second division in the carpenter trade.

Diamond Driller – J.C. 13

The candidate must have 6 months diamond drilling experience. He must have the ability to read, comprehend written instructions and submit written reports.

Electrician – J.C. 23

The candidate must possess a Journeyman Certificate

Electrician Apprentice – J.C. 4

The candidate must have Grade 12 and must have successfully completed second division in the electrical trade

Flotation Operator – J.C. 21

The candidate must have a minimum of a grade 11 and one year of experience in grinding, dewatering or in metallurgical lab. He must have the ability to read, comprehend verbal and written instructions, and submit written reports. He must also be able to successfully complete the Flotation Operator's training module.

Heavy Equipment Mechanic – J.C. 22

The candidate must possess a Journeyman Certificate

Heavy Equipment Mechanic Apprentice – J.C. 4

The candidate must have Grade 12 and must have successfully completed second division in the heavy equipment mechanic trade

Industrial Mechanic – J. C. 22

The candidate must possess a Journeyman Certificate

Industrial Mechanic Apprentice – J.C. 4

The candidate must have Grade 12 and must have successfully completed second division in the industrial mechanic trade.

Instrumentation Repairman – J.C. 23

The candidate must possess an instrumentation repairman Journeyman Certificate

Instrumentation Repairman Improver – J.C. 12

The candidate must have a two-year program in a technical institute consisting of theory and practice. He must also have completed second division in the instrumentation trade.

Instrumentation Repairman Apprentice – J.C. 4

The candidate must have Grade 12 and must have successfully completed second division in the instrumentation trade.

Laboratory Technician (Assay) – J.C. 14

Grade 12, or a Grade 11 plus two (2) years of experience as a chemical analyst in a mineral assay lab.

Laboratory Technician (Metallurgical) – J.C. 17

Must possess a technical college diploma from a recognized post secondary institution in mineral processing, mineralogy, chemistry or metallurgy or was previously a posted Laboratory Technician (Metallurgical).

Machinist – J.C. 20

The candidate must possess a Journeyman Certificate.

Mine Reconditioner – J.C. 17

The candidate must have successfully completed the school stope training as a scaler/rockbolter or have common core certification. He must also be physically able of using a stoper and a jackleg.

Miner Mobile Equipment – J.C. 17

The candidate must have successfully completed Development Jumbo training Module and have two of the following skills:

- Load, hook-up, and blast;
- Scale and rockbolt;
- Muck with mobile equipment.

Painter Decorator Journeyman – J.C. 15

The candidate must possess a Journeyman Certificate

Pipefitter – J.C. 22

The candidate must possess a Journeyman Certificate

Pipefitter Apprentice – J.C. 4

The candidate must have Grade 12 and must have successfully completed second division in the pipefitting trade.

Production Blaster – J.C. 14

Must have successfully completed basic underground induction; must be qualified to load, hook-up and blast; must be able to read, comprehend written instructions and submit written reports.

Production Driller – J.C. 14

The candidate must have 3 months production drilling experience. He must have the ability to read, comprehend written instructions, and submit written reports.

Stationary Engineer III – J.C. 16

The candidate must have a grade 10 plus a class 3 Stationary Engineer license.

Water Treatment Plant Operator – J.C. 12

The candidate must be capable of obtaining the legally required provincial certification for water treatment plant operators.

Welder – J.C. 20

The candidate must possess a Journeyman Certificate and must be capable of obtaining CWB certification.

Welder Apprentice – J.C. 4

The candidate must have Grade 12, must have successfully completed second division in the welding trade.

In 2006 and 2007 exclusively, the job posting requirements for apprentices will be the following: The candidate must have Grade 12, have successfully completed first division in the trade at any time in the past and successfully challenge the first division test within 90 days of being awarded the posting.

#### **APPENDIX "K" WORKSHARING**

In the event of an anticipated workforce reduction during the life of this Agreement, the Company and the Union will meet and explore the possibility of implementing a worksharing program.

The parties recognize that worksharing may help minimize the impact of a workforce reduction and that some articles of the Collective Agreement may have to be amended to accommodate those employees who are candidates for worksharing.

The Union, with the prior agreement of those employees who are candidates for worksharing, will meet the Company to finalize amendments to articles of the Collective Agreement, where required, for worksharing purposes.

#### **APPENDIX "N" Letter of Understanding**

During negotiations the parties agreed on the following, which is part of this collective agreement:

1. Pipefitters will be encouraged to work closer with the industrial mechanics to broaden their skills. Any knowledge gained will not be used to circumvent seniority within that class.

The pipefitter class will match the industrial mechanic class and the downsizing of the pipefitters will be done through attrition.

2. After a posting for industrial mechanic has not produced a successful candidate the Company may post a specific job posting where the only qualification will stipulate "must be a journeyman heavy duty mechanic".

Job class to be determined by C.W.S. with minimum class 12.

3. A department(s) pool will consist of people hired and trained by the respective departments to replace bargaining unit employees for absences and temporary vacancies.

In no case will there be more than sixty (60) employees in the pool.

These employees will be under this amendment to the Collective Agreement and will not be considered full time employees, but may become full time employees if successful in getting a job posting.

This job posting cannot be awarded, because of department training, over a regular employee who may not have had a chance for training to get a job.

If people are on layoff, then the pool will not operate, unless all employees are given their rights under Article 9. The labour pool should not prevent regular employees from taking advantage of article 9.05 b).

Other principles that will apply:

- Labour pool employees will pay union dues
- They will not accumulate seniority
- They will be assigned to departments and will work schedules on a weekly basis
- Article 15.04 does not apply to labour pool employees
- If a pool worker is not assigned to a department in any given week, he will be assigned elsewhere if required or laid off if no work for which he is qualified is available.
- Pool employees will not be entitled to severance pay, recall rights or recall procedure
- Pool employees will be paid at the rate of the job on which they are assigned and will be entitled to applicable premiums
- Pool employees will not be entitled to benefits coverage except for basic life insurance
- Pool employees may be called for work with minimal notice.
- Regardless of any notice period provided, pool employees permanently terminated as a result of closure of operations will receive six (6) weeks of termination pay in lieu of notice upon the closure of the mine operations.



Both parties to the collective agreement will meet to finalize the details of the amendment, including vacation, holidays, floaters, etc.

- Pool employees will receive the equivalent of 3% of their regular wages on a weekly basis in compensation of all statutory holidays entitlement from the collective agreement
  - Pool employees required to work on any of the holidays referred to in section 19.01 of the collective agreement shall be paid two times his regular hourly rate, plus applicable shift premiums
  - For the above, calculation of regular wages will not include earnings related to overtime, bonus, incentive payment.
4. In article 14.01d), it is not the intent of the company to assign a person with a disability who has a posted job to another job under this article. When administrating 14.02, a), b) and c) must be followed in that order before 14.01 d) is to take place.
5. It is not the intent of the Bargaining Unit to prevent the Company from using contractors, unless there is a lay-off of bargaining unit employees. If contractors are to be on the property during a lay-off, performing bargaining unit work, or support work normally performed by bargaining unit employees, then, employees to be laid-off or laid-off employees will be used.

**APPENDIX "O"**  
**LETTER OF AGREEMENT**  
**WORKERS' SAFETY REPRESENTATIVE**

During negotiations, the parties agreed that for the duration of this Collective Agreement, the Workers' Safety Representative will be paid at his regular rate plus any applicable premiums for forty (40) hours per week when fulfilling his duties.

The current practice of reporting hours and allocating his time will be maintained.

April 19, 2000

**APPENDIX "Q"**

**THE UNDERGROUND EXTENDED SHIFT SCHEDULE AGREEMENT**

**between**

**XSTRATA CANADA CORPORATION, XSTRATA ZINC DIVISION,  
BRUNSWICK MINE**

**and**

**UNITED STEELWORKERS  
LOCAL 5385**

**DATED APRIL 28, 1998**

**APPENDIX "Q"**  
**THE UNDERGROUND EXTENDED SHIFT SCHEDULE AGREEMENT**

**PREAMBLE**

The continuation and success of the "Underground Extended Shift Schedule Agreement" is contingent on meeting the following conditions:

1. There will be no increased cost to the company.
2. The new "Underground Extended Shift Schedule" must not be a factor in lessening efficiency with the workforce.
3. Modifications to the collective agreement, if required, will form part of the agreement between the Company and Union on the "Underground Extended Shift Schedule".
4. A majority of 50% plus one (1) of the group of affected employees must support the proposed schedule.
5. Subsequent votes requiring the same majority may be held at the request of the Union at six (6) month intervals.

In order for the "Underground Extended Shift Schedule Agreement" to be valid, employees affected by this schedule will be eligible to vote and a majority of 50 % plus one will be required for its implementation. Any subsequent group of employees who would be requested by the Company to go on the U/G Extended Shift Schedule will be entitled to vote to indicate whether they support the proposed schedule.

The Company or Union can withdraw from the "Underground Extended Shift Schedule Agreement" with a fourteen (14) day notice to the other party.

If the "Underground Extended Shift Schedule Agreement" is terminated and employees revert to 8-hour shifts, then the existing collective agreement will rule. The Company reserves the right to schedule all its employees on a eight (8) hour shift during shutdown or emergency period.

Except as amended by this supplementary agreement, the provisions of the Collective Agreement shall remain in full force and effect.

The clauses of the collective agreement affected by the "Underground Extended Shift Schedule Agreement" are listed below and both parties agree to amend them in the following manner:

**ARTICLE 10**  
**Absences**

10.06 On the death of a member of an employee's immediate family the Company will grant a leave of absence as follows:

- Five (5) days on the death of an employee's spouse, child or parent.

- Four (4) days on the death of an employee's brother, sister, father-in-law, mother-in-law or grandchild.
- One (1) day on the death of an employee's grandparent.

The leave must be taken on the scheduled shifts immediately following the date of death. If an "Underground Extended Shift" employee would have otherwise been required to work on one (1) or more of the said days he will be paid

- Eleven hours and fifteen minutes (11.25) for such day(s) at his basic hourly rate up to a maximum of forty-five (45) hours on the death of his spouse, child or parent;
- Thirty-three and three quarters (33.75) hours on the death of his brother, sister, father-in-law, mother-in-law or grandchild;
- Eleven hours and fifteen minutes (11.25) hours on the death of his grandparent.

In the case of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the Company will grant to this employee a leave of absence of three (3) days to allow him to attend the funeral and if he would have otherwise been required to work on such days, he will be paid for twenty-four (24) hours for such days at his basic hourly rate.

Evidence may be required of the employee's entitlement to pay under this section.

The Company shall grant a leave of absence of one (1) day without pay for the birth or adoption of a child.

## **ARTICLE 15**

### **Hours of Work**

#### 15.02

- a) A day is a twenty-four (24) hour period beginning with the start of the employee's shift. An employee's basic work day is eleven consecutive hours and fifteen minutes (11:15) of work in such twenty-four (24) hour period, broken only by the lunch period provided for in Section 15.05.
- b) Usual shift starting times are :
  - 8:00 A.M.
  - 8:00 P.M.

and deviations of up to one hour before or after these times may occur. If the Company intends to establish a regular shift schedule outside of the above provision it will notify the Union in writing in advance of implementing the new schedule.

15.03 A week is seven (7) days beginning on Sunday at 8:00 a.m.

15.05 Eleven hours and fifteen minutes (11:15) of work will constitute a work day for each employee on "Underground Extended Shift". Each employee will be entitled to two (2) thirty (30) minute lunch periods on Company time. However, it is recognized that due to the nature of

the work or because of unforeseen circumstances an employee may be required to continue all necessary supervision of machinery and maintenance of services.

- 15.06 a) Lower and hoisting schedules for the underground will be arranged to provide 10 hours and 45 minutes (10.75) collar to collar.
- b) If an employee is physically on the job and a shift is ended early, then the employee will receive an additional 30 minutes at his regular rate in addition to his hours worked.

15.07

- a) The Company will post a "Underground Extended Shift schedule" that will provide an average of thirty nine (39) hours and twenty three (23) minutes per week for all employees on "Underground Extended Shift schedule". An employee working the "Underground Extended Shift schedule" shall work one week of four (4) shifts per week and one week of three (3) shifts per week for the purpose of making an average work week of 39 hours and 23 minutes.

## **ARTICLE 16**

### **Overtime**

- 16.01. The Company shall pay an employee one and one-half (1-1/2) his basic rate:
- a) For all hours worked or part thereof by such employee(s) in a day in excess of eleven hours and fifteen minutes at the request of the Company following the end of his regular shift, or
- b) For all hours worked or part thereof by such employee(s) in a week in excess of the scheduled forty five (45:00) hours or thirty three hours and forty five minutes (33:45), or
- c) For all hours worked or part thereof by an employee at the request of the Company on any of his scheduled days off.

16.03 (This section replaces 16.03 and 16.04 of the Collective Agreement).

- a) If overtime is required for trade employees working the "Underground Extended Shift" it will be assigned in the following manner:
- (i) in accordance with the Spare Board Procedure, or
- (ii) appoint another employee.

Employees whose names appear on the spare board shall be available two (2) hours in advance of the normal shift starting time.

- b) An employee who has been assigned to another job because work is not available in his own classification shall not, for the purposes of assignment of overtime, displace another employee who regularly performs that job.

- c) An employee will not be required to work in excess of sixteen (16) hours overtime in any week except in cases where no other qualified employee is available. The Company will exhaust all efforts to find a replacement.
- d) An employee will not be required to work in excess of sixteen (16) consecutive hours in a 24 hour period.
- e) For overtime up to four (4) hours in areas working the "Underground Extended Shift schedule", preference will be given to employees actually performing the job. For overtime exceeding four (4) hours, section 16.03(a) will apply.
- f) For employees working underground, overtime will be assigned on a voluntary basis except in the following situations:
  - 1) because of the occurrence of an accident;
  - 2) in the endeavour to save or protect human life;
  - 3) in the effort to save property endangered by an accident;
  - 4) to perform work essential to the continuance of the ordinary work of the mine, or
  - 5) to conduct planned maintenance shutdowns.

#### 16.04 Overtime for Mine Department

For overtime up to five (5) hours in areas working the "Underground Extended Shift Schedule", preference will be given to the employee(s) who is actually performing the work at the time of the assignment. For overtime exceeding five (5) hours, the following will apply:

1. The overtime will be assigned in order of seniority to the qualified employee(s) in that classification who have signed the crew overtime list in the block where the overtime is required.
2. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to the qualified employee(s) who have signed the crew overtime list in the block where the overtime is required.
3. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to the qualified employee(s) in that classification in the area who have signed the crew overtime list.
4. In the event that the employee(s) is unable to work the overtime, it will be assigned in order of seniority to the qualified employee(s) in the area who have signed the crew overtime list.
5. In the event that the employee is unable to work the overtime, it will be assigned to the junior qualified employee in the block where the overtime is required.

Employees whose names appear on the overtime list shall be available by phone two (2) hours in advance of the normal shift starting time.

## **SPARE BOARD**

The success of the "Underground Extended Shift" program depends on the co-operation of employees to request overtime work to replace individuals who are absent. This will be accomplished by means of a Spare Board which will be completed one (1) day in advance of any set of shifts.

If the most junior employee volunteering for a job is not available for work for good reason, that employee must contact the Company giving the name of the qualified employee who will be replacing him on the spare board.

If there are no volunteers on the spare board and if the designated employee is not available for work for good reason, the designated employee must contact the Company giving the name of the qualified employee who will be replacing him on the spare board.

Co-operation in this respect is essential.

Payment for time worked will be made according to hours worked each week.

The spare board is to be used to designate individuals who will be available to work overtime in cases of absenteeism among the regularly scheduled shift crews.

1. Employees may volunteer to spare at a time convenient to them.
2. Employees are scheduled as spares.

The spare board will show the jobs that have to be filled and will permit employees to indicate which shifts they wish to cover. The spare board will be operated in the following manner:

1. Volunteers must sign up on the spare board for jobs for which they are qualified at least one (1) day in advance of the set of shifts to be covered. After this time the supervisors will designate spares in vacant spots. The designated spares will be those employees who will have just completed the day shift schedule.
2. Spares must be available by phone two (2) hours in advance of the normal shift starting time.
3. Spares may indicate willingness to be available for both day and night shifts.
4. Employees must advise the Company of any change in telephone numbers.

Overtime shall be assigned from the spare board in the following order:

- a) in order of seniority to the employee(s) in the job.
- b) in order of seniority to the qualified employee(s) in the classification.
- c) in order of seniority to the qualified employee(s) outside the classification.
- d) to the junior qualified employee(s) who will perform the work.

If the junior qualified employee cannot work for good reason he must advise the Company of the name of the individual who will replace him.

In the event that the junior qualified employee fails to indicate a replacement the Company will appoint another employee.

An employee will be assigned to the job classification which was indicated to him at the time he was called except if he is required to work in his own classification.

The success of the "Underground Extended Shift schedule" relies heavily on the success of the spare board.

When overtime is required involving "Underground Extended Shift" employees for reasons other than absenteeism, it will be offered to employees whose names are on the spare board in the following manner:

- i) employees in order of seniority in the job,
- ii) employees in order of seniority in the same classification,
- iii) other qualified employees in order of seniority.

## **Article 17 Premiums**

17.01 For those employees working on the "Underground Extended Shift schedule", a shift premium of fifty cents (50¢) will be paid for each hour actually worked between the hours of 4:00 P.M. and midnight and sixty cents (60¢) will be paid for the hours actually worked between the hours of midnight and 8:00 A.M. Shift premiums will not be paid for the hours an employee works at overtime rates.

## **Article 19 Holidays**

19.02 Each employee, excluding a student or a probationary employee, in each twelve (12) month period from June 30th in each year shall receive three (3) floating paid holidays, to be taken at a time mutually agreeable to the Company and the employee. "Underground Extended Shift" workers shall receive a total of twenty-four (24) hours pay for these holidays which may be taken at the employee's option in two payments of twelve (12) hours each.

19.04 Subject to Section 19.06 each employee shall receive his basic rate for eight (8) hours for each of the above holidays (including the floating holidays), however, a "Underground Extended Shift" employee required to work beyond eleven hours and fifteen minutes shall receive his basic rate for each hour worked beyond this eleven hours and fifteen minutes in addition to any other pay to which he is entitled.



## **Article 20 Vacations**

20.01 Every "Underground Extended Shift" employee, who, after June 30th, September 30th or December 31st of any year, has been in the continuous service of the Company for:

- a) Less than one (1) year shall be entitled to a vacation in accordance to the Employment Standards Act at a rate of 4% of his earnings for the period of continuous service from the date of last hiring up to June 30th, September 30th, or December 31st, or
- b) One (1) year, but less than four (4) years, shall be entitled to a vacation of two (2) calendar weeks with pay at the rate of four percent (4.5%) of his earnings for the twelve (12) months ending June 30th, September 30th, December 31st, or
- c) Four (4) years, but less than nine (9) years, shall be entitled to a vacation of three (3) calendar weeks with pay at the rate of six percent (6.75%) of his earnings for the twelve (12) months ending June 30th, September 30th, December 31st, or
- d) Nine (9) years, but less than fourteen (14) years, shall be entitled to a vacation of four (4) calendar weeks with pay at the rate of eight percent (9%) of his earnings for the twelve (12) months ending June 30th, September 30th, December 31st, or
- e) Fourteen (14) years, but less than eighteen (18) years, shall be entitled to a vacation of four (4) calendar weeks with pay at the rate of nine percent (9%) of his earnings for the twelve (12) months ending June 30th, September 30th, December 31st, or
- f) Eighteen (18) years, but less than twenty-six (26) years, shall be entitled to a vacation of five (5) calendar weeks with pay at the rate of eleven percent (11.75%) of his earnings for the twelve (12) months ending June 30th, September 30th, December 31st, or
- g) Twenty-six (26) years or more, shall be entitled to a vacation of six (6) calendar weeks with pay at the rate of twelve percent (13.5%) of his earnings for the twelve (12) months ending June 30th, September 30th, December 31st.

For the purpose of this article, earnings shall include the vacation pay of the previous year.

Employees on "Underground Extended Shift" will be allowed, at their request, to divide their vacation on a weekly basis. When employees schedule one (1) week of their vacation entitlement, their vacation period will be the lesser of forty-five (45) hours or seven (7) calendar days.

Furthermore all employees, at their request may divide one (1) week of vacation time (at the time of vacation scheduling, employees must declare whether they wish to take three or four eleven hours fifteen minutes shifts) on a day-to-day basis provided that the provisions of Article 19.02(a) of this Collective Agreement are applied and there is no extra cost to the Company.

All vacation entitlement will be subject to Articles 20.04 and 20.05 of this Collective Agreement.

Except as amended by this supplementary agreement, the provisions of the Collective Agreement shall remain in full force and effect.

**APPENDIX "R"**  
**LETTERS OF UNDERSTANDING**

GRIEVANCE COMMITTEE

The Company and the Union recognize the need to review all outstanding grievances. It is in the interest of both parties to deal with these issues in a timely and efficient manner. The following mechanisms (in no particular order) will be used as means to settle these grievances, assuming there is agreement between both parties:

- Arbitration
- Mediation – (the parties agree to use this forum on a trial basis)
- Commissioner Days (endeavor to hold at least 1 per month)
- Yearly grievance review between the Company and the Union – to attempt to settle grievances internally.

The representatives of the Union grievance committee will be released for a total of 10 hours a week to be split amongst the three (3) members. In consideration that new members of the committee may be elected in April 2006, the Company will allow the necessary additional time, up to one (1) week, for the members of the grievance committee to familiarize themselves with their positions and any outstanding grievances.

Prior to hearing scheduled Commissioner/Mediation cases the entire Union grievance committee will be released for a maximum of 8 hours per month.

HOURS OF WORK/SHIFT STARTING TIMES

This letter is to confirm the common understanding between the Union and the Company in regards to the following articles:

1) 15.02 b) Usual shift starting times are:

8:00 A.M.  
4:00 P.M.  
5:00 P.M.  
8:00 P.M.  
12:00 A.M. (Midnight)

and deviations of up to one hour before or after these times may occur. If the Company intends to establish a regular shift schedule outside of the above provision it will notify the Union in writing in advance of implementing the new schedule.

It is understood that the 8:00 P.M. starting time was intended for the compressed work week and should not be used for shift starting time in any other circumstances. For planned maintenance shutdowns which involve twenty four (24) hour coverage, the starting time will be 12:00 Midnight preceded by four (4) hours of scheduled overtime beginning at 8:00 P.M.

2) In article 20.01 of The Underground Extended Shift Schedule Agreement it is understood that their vacation period will be the lesser of forty -five (45) hours or seven (7) calendar days.

If an employee takes four (4) consecutive vacation days (equivalent of 45 hours), his scheduled days off on either side of his vacation days will not be considered as vacation time and therefore will not prevent other employees from scheduling their vacation during his days off.

The employee will be eligible for overtime as per the Spare Board agreement on his days off on either side of his four (4) days of consecutive vacations (equivalent of 45 hours).

#### THE DEFINITION AND COMPOSITION OF THE ELECTRICAL AREAS

The defined areas for the purpose of article 9.12 b) for the electrician are described as:

1. Compressed Work Week as per the intent of the collective agreement.
2. Extended shifts as per the intent of the collective agreement.
3. Underground electrical as per the intent of the collective agreement.
4. Concentrator – boiler room, compressor room, main office, concentrator and associated buildings, paste plant, #2, 3 & 4 substations, fire hall and fire pumps..
5. Surface - river pump house, #6 pit, surface fans v4, v5, v8 and associated building, main shop and associated buildings, # 5 & 6 substations, warehouse storage areas, paint & sand blast shops, mine dry & tunnel, mine rescue building, water treatment plant and security.
6. Material Handling – CPO31 and top of silo, # 3 head frame & shaft, 3000 & 3900 crushers and equipment, u/g pumps, shaft bottom 2 & 3 shafts and loading pockets.

These areas and their composition will not change during the life of this Collective Agreement.

Agreed upon procedures and intents of this document:

With the exception of emergency replacements (i.e. Last minutes sickness for a day, etc), the transfer clause (article 21.19) will apply to any prolonged transfer.

In all cases of emergency replacements or temporary transfers, preference will be given to the senior employee in the crew and in the event that no one accepts the transfer than the junior employee in the crew will be forced to accept the transfer.

It is not the intent of this agreement to permanently subsidize the plant (surface) with the use of emergency replacement transfer on a continuous basis.

#### OVERTIME ASSIGNMENT FOR TRADES IN THE CONCENTRATOR

Overtime process for the trades group on steady days in the Concentrator as it pertains to article 16.04 a) only:

Once the Company has exhausted the crew overtime list as per article 16.04 a) 1. ii), they will offer the overtime to the senior trade person in the area/section who have signed their name on the crew overtime list. The Company will also respect the trades as it pertains to any work that is in the jurisdiction of their specific trade when assigning overtime within and outside their crews.

This proposal will not apply to article 16.04b) (Planned overtime) because the language mandates the company when assigning overtime to other crews to exhaust that crew in order of seniority to other qualified employees. The above process will only commence after the company has exhausted the crew where the overtime originated.

#### SWING WELDER SHIFT AGREEMENT

The two swing welders will work on extended day shift when not required to replace but they will be following different crews. One welder will be following A and B for 3250 and 2800 and the other one will be following C and D for 3250 and 2800. When required to replace for sickness or vacation the only difference in their schedule will be that they will have to work night shifts.

It needs to be clear that for the case of the swing welders there is no longer one level that they are responsible for but they are a swing for the entire underground.

For the purpose of Trades Transfers and vacation scheduling, each of the swing welders will be assigned to one level (one on 2800 and the other on 3250), although they will be required to work on both levels. During Trades Transfer a senior employee can bump either the welder assigned to 2800 or the welder assigned to 3250.

For Overtime assignment, each welder will sign the Spare Board for their assigned area. However, for extended absences that are being replaced (2 consecutive sets of shifts or more), they will sign the spare board for the level on which they are working.

As per Article 15.09, either party may withdraw from the schedule with the proper notice. The default schedule will be the regular steady day work schedule (Monday to Friday 8 a.m. to 4 p.m.).

#### REMUNERATION DURING SNOW STORM

Remuneration of the employees requested by the Company to sleep on site during a major snow storm when the forecast indicates that the Brunswick Highways between Brunswick Mine and the employees residence are expected to be completely blocked .

Both parties agree that it is important to reduce at the minimum the risk of disruption of the operation during a snow storm and to minimize the impact of a major snow storm on the advancement of ongoing maintenance shutdown. It is why the parties recognize that this practice of requesting employees on a key position to sleep on site may occur again and it is important to clarify the conditions applicable in that situation.

This practice of requesting employees to sleep on site will be limited only when we expect the employees unable to access the property on his next regular shift due to the road conditions. If the situation occur, the Union and the Company agree that in the future, the employees will be paid time and half for the hours slept on site as a compensation if the Company has requested it to ensure the presence of the employee for his next regular shift. The hours paid as a compensation for sleeping time on site will not be considered for the application of art 15.08 unless an employee hasn't had at least 6 hours period for sleeping during the night without working.

This agreement applies only to employees on key positions who have been requested by the Company to sleep on site to ensure their presence on site for their next regular shift or have been requested to be on standby on site by the Company. This agreement does not apply to the employees who decided by his own initiative or forced to sleep on site due to the road conditions.

**APPENDIX "S"**  
**SPECIAL VOLUNTARY EARLY RETIREMENT PLAN**

During each year of the collective agreement that there is a permanent workforce reduction in the active workforce that results in a net decrease in permanent employment the Company will open a special early retirement window for those employees age 55 with 20 years of service.

A net decrease in permanent employment will occur where the decrease in the number of net permanent active positions (including new positions) exceeds the total number of employees who have left the service of the Company for all reasons (attrition, retirement, early retirement, quits, etc.)

The period of reference for the special early retirement window will be the first ten-month period of each year of the collective agreement and the window will be open for the last two months.

The Company reserves the right to limit the number of early retirements to the net decrease in permanent employment in each period.

In the event of a significant one-time workforce reduction the Company may advance the date of the early retirement window accordingly.

**Special Voluntary Early Retirement Plan**

1. This plan is in addition to, but not part of, the employees' pension plan.
2. In order to be eligible for benefits in accordance with this plan, an employee must be at least fifty-five (55) years of age and have at least twenty (20) years of continuous service.
3. An eligible employee may apply in writing to the Company for benefits under this plan.
- 4.a) An employee who meets the above requirements is entitled to the following early retirement benefits:
  - i) An unreduced basic pension;
  - ii) A monthly bridge pension equal to the sum of (A) and (B) below:
    - (A) twenty-one dollars (\$21) per month for each year of service; plus
    - (B) an amount, if positive, equal to one hundred and fifty dollars (\$150) less a reduction of the basic pension of 3% per year between early retirement age and age 65.

The bridge benefits equal to the sum of (A) and (B) will cease on the first of the month coincident with or next following attainment of age 65 or until his/her death, whichever occurs first.
  - iii) An employee retiring under this plan will receive a monthly annuity equal to seventy percent (70%) of the maximum monthly pension payable in the retirement year by CPP pension. This pension will be paid beginning on the first day of the month

following the early retirement and until the employee reaches the age of sixty (60) or until death, whichever of these two (2) dates comes first.

- b) The particularities of this Special Voluntary Early Retirement Plan must comply with any fiscal and human rights laws as well as other applicable legislation.

#### 5. Benefit Plans Coverage

The employee will continue to be covered by the Supplementary Health, Dental and Life Insurance until he/she reaches 65 years of age. Benefits of the aforesaid plans are subject to the provisions of the collective agreement in effect at the time of retirement and as amended in subsequent negotiations except that the coverage in accordance with the life insurance plan will be equal to the full basic coverage which will be reduced only when the employee reaches 65 years of age.

The Company will pay the total cost of these plans.

#### 6. Miscellaneous

Benefits in accordance with this plan are in addition to the benefits provided for the Canada Pension Plan and are not limited or reduced by the aforesaid benefits or the payment of benefits in accordance with the unemployment insurance plan of Canada. However, an employee eligible for this plan will not be eligible for any benefits in accordance with the Weekly Indemnity Plan and the Long Term Disability Plan.

The cost of all the improved early retirement benefits will be incurred by the Company. If the employee satisfies all the eligibility requirements stated in paragraph 2 above, he/she may make a written request to the Company in order to receive the benefits of the present plan. Such a request by the employee will entail a voluntary leave.

An eligible employee will retire the first of the month following the date the request has been accepted.

This present plan is only applicable to employees who meet the requirements during the life of this agreement.

**APPENDIX "T"**  
**CLOSURE PROVISIONS AGREEMENT**

Whereas the Company has communicated to the Union that Brunswick Mine is expected to exhaust its reserves in the coming years;

Whereas the Company and the Union recognize that, for an orderly cessation of the mining operation, it is in their best interest to define the terms that will apply upon the closure of the mine, as well as, in some cases, the terms that will apply before the closure of the mine;

It is therefore agreed that:

1. The Company will notify the Union in writing twelve (12) months prior to the date of the closure of the mine. This does not represent a guarantee of work.
2. The Company and the Union will meet to discuss the manner in which the closure will be carried out.
3. Employees permanently laid off following the ratification of the Collective Agreement will be covered by this Closure Provision Agreement and will be entitled to all enhancements provided in the Closure Provision Agreement upon layoff. Any layoff exceeding three (3) months will be considered permanent.
4. The intent of this Closure Provision Agreement is to provide enhancements to benefits and not duplication of benefits. Therefore, employees eligible to better benefits under the Collective Agreement than under the Closure Provision Agreement can choose to receive the benefits under the Collective Agreement and will not receive the benefits under the Closure Provision Agreement.

**Confirmation of employment**

5. Upon request, the Company will provide employees with a written confirmation of employment indicating the date they were hired, the position they occupied and the date they were terminated, with an indication that such termination of employment was due to the closure of the mine.

**Employee Records**

6. A copy of the employee's records will be provided to the employee upon written request until the closure of the mine.

**Bargaining Rights**

7. In the case of a total closure, should the Company or a related company re-open the operation at the site within the geographic scope of the bargaining unit description in the last collective agreement, the Union will have bargaining rights at the mine location. At such time, the parties will negotiate in good faith a new Collective Agreement.



## Termination and Severance Pay

8. Employees will receive six (6) weeks notice of termination or pay in lieu of notice.
9. Employees eligible for Retirement, the Voluntary Early Retirement Plan (VERP) and the Special Voluntary Early Retirement Plan (SVERP) will not be eligible to receive severance pay. Employees eligible for the Special Termination of Employment Pension Benefits Program (STEPBP) will be eligible to receive the benefits of the STEPBP or severance pay and pension as per the Collective Agreement but not both.
10. Employees not eligible for Retirement, the Voluntary Early Retirement Plan (VERP), the Special Voluntary Early Retirement Plan (SVERP) or the Special Termination of Employment Pension Benefits Program (STEPBP) will be eligible to severance pay as per article 28 of the Collective Agreement. These employees will be eligible to an additional severance pay equivalent to one week (1) per year of seniority.
11. Severance pay, as well as termination pay if any is payable, will be calculated using the rate of the posted job the employee had when the Company issued the initial notice as per Item 1 of this agreement as well as using a basis of forty (40) hours per week.
12. Eligible employees will receive severance and/or termination pay within fourteen (14) days following their termination.

Upon written request by eligible employees, payment of severance pay can be deferred, and recall rights maintained, for up to twelve (12) months after their termination.

Employees may further advise the Company in writing that they wish to forfeit their severance pay, in which case they will maintain recall rights as per the current Collective Agreement.

13. Upon submission of the legally required documentation signed by an employee at least seven (7) days prior to termination, the Company will transfer part or all of the severance and/or termination pay of the employee directly into the RRSP designated by the employee.
14. Employees offered a voluntary transfer to another operation of Xstrata will have the following options:
  - To accept the transfer and maintain their continuity of employment for the purpose of vacation entitlement and credited pension service.
  - To refuse the transfer, remain on their current job and be covered by the Closure Provision Agreement.
15. Employees who resign, quit or otherwise leave the employment of the Company prior to the date of their termination will not receive any severance or termination pay unless the Company has terminated the employment of the employee(s) prior to the closure of the mine for a reason other than termination for cause.

16. Upon receipt of notice of termination, employees who find employment with another company and are required to start this employment before their termination date will be able to request early departure. This request will be granted provided that the employee can be spared taking into account the requirements of the operation and they will be eligible for the enhancements under the Closure Provision Agreement.
17. All years of continuous service for other divisions of Xstrata, (formerly known as Falconbridge or Noranda) will count to establish eligibility for early retirement provisions, except for employees who transferred to Brunswick Mine from Heath Steele and received severance from Heath Steele.

#### Special Termination of Employment Pension Benefits Program

18. Special Termination of Employment Pension Benefits Program (STEPBP) becomes effective on the date that one or more employees are laid off permanently as a result of the closure of the mine. In order to be eligible for the STEPBP, the sum of an employee's age and continuous years of service must be greater than or equal to seventy-five (75). For purpose of calculation, "age" and "continuous years of service" will include fractions of years accumulated. Employees eligible to retire under the normal conditions of the pension plan, under the VERP or under the SVERP are not eligible to the STEPBP. Employees eligible for the STEPBP are entitled to the following:
  - a) Starting the first of the month following their fifty-fifth (55<sup>th</sup>) birthday, a pension reduced by 3% per year for every year between the date they choose to receive their reduced pension and age sixty-five (65).
  - b) Starting at the same time as the reduced pension under a) above and until they reach age sixty (60), the payment of a Long Service Supplemental Pension amount equivalent to the difference between two thousand two hundred dollars (\$2,200) and the reduced pension referred in a) above.
  - c) Starting at age sixty (60) and until they reach age sixty five (65), the payment of a Long Service Supplemental Pension amount equivalent to the difference between one thousand six hundred dollars (\$1,600) and the reduced pension referred in a) above.

Employees participating in the STEPBP are not eligible for any benefits in accordance with the Weekly Indemnity Plan and the Long Term Disability Plan.

Employees participating in the STEPBP are considered to have voluntarily terminated their employment and are not eligible to group insurance benefits or severance.

Employees who meet the age and continuous years of service criteria for the STEPBP prior to the closure of the mine will be eligible for the STEPBP. For the purpose of pension, employees' termination date will be used to calculate years of service.

## Application of Seniority

19. a) Upon notification of closure as per item 1 of this agreement, should the Company wish to replace open vacancies, the following process will replace the text of articles 9.04 a) b) c) and d), 9.05 a) b) c) d) e) and 9.12 a) b) of the collective agreement which will therefore be eliminated:

Employees will be transferred, in order of seniority, first in their crew, then in their area, then in their department, then across the site considering their training and experience, to other jobs as needed to perform the work required as deemed necessary by the Company. Employees shall receive the rate for the job or their regular rate, whichever is the greater.

- b) Upon notification of closure as per item 1 of this agreement, should the Company wish to permanently reduce the workforce before the closure of the mine, the following displacement process will apply and replace the text of article 9.03 a) i), ii), iii), iv), v) and vi) of the collective agreement which will therefore be eliminated:

The Company will offer first, by order of seniority, to the employees in the job classification in the area where the reduction is to take place to participate in the STEPBP or in the SVERP if they meet their criteria. The number of employees that will be entitled to depart with benefits from the STEPBP or the SVERP will not exceed the number of departures required to achieve the planned manpower reduction as set by the Company in the area. Should the number of departures not be sufficient to achieve the manpower reduction required in the area, the following will apply:

9.03 a) i) The junior employee in the job classification being affected by the reduction will exercise his seniority rights and will be entitled to preference provided he has the ability, knowledge, skill, physical fitness as well as is capable of performing the job immediately without training, and provided further that an employee may displace another employee having less Company seniority and is the most junior in that job. When exercising his seniority rights under this article, the junior employee will exercise them first in his area, and then his department.

- ii) Following the application of article 9.03 a) i), any employee who has fully exercised his bumping rights and would otherwise leave his department will be eligible for training on a job, provided he has the seniority to displace the most junior employee in that job and has the ability, knowledge, skill, physical fitness and further, provided that during a period of two (2) weeks the employee can be trained to perform the job chosen. When exercising his seniority rights under this article, the junior employee will exercise them first in his area, then his department, and then across the entire site.

iii) Eliminate

iv) As per collective agreement

v) As per collective agreement

vi) As per collective agreement

vii) Following the application of article 9.03 a) i) and ii), any employee who has fully exercised his bumping rights and would otherwise leave the property will be assigned to perform work designated by the Company unless he is the most junior employee across the entire site, in which case he will be laid off and leave the property.

viii) Employees shall receive the rate of the job they held before displacing or the rate for the job, whichever is the greater.

#### Health and Group Insurance Benefits

20. If provided by the insurer, employees will have the option to purchase life insurance without a medical exam within 31 days of the exhaustion of the Company covered life insurance benefits.
21. Upon termination, the Company will maintain the current Life Insurance, Supplementary Health Plan and Dental Care benefits for three (3) months following their termination.

#### Employees receiving Weekly Indemnity Benefits, Long Term Disability Benefits and Worker's Compensation Benefits

22. Employees in receipt of (Weekly Indemnity (WI) or Long Term Disability (LTD) benefits at the time of closure will continue to receive such disability benefits, provided they qualify for disability. Employees on WI will be eligible to apply for LTD upon the exhaustion of EI and will receive LTD if they meet the qualification as specified in the disability benefit contract in place at the date of closure.
23. Employees in receipt of WI will be eligible to severance pay as per article 28 of the collective agreement once they are declared ineligible to WI benefits. In calculating the severance pay, years of seniority at the closure of the mine will apply.
24. Employees in receipt of LTD will be eligible to severance pay as per article 28 of the collective agreement if they are declared ineligible to LTD benefits before the age of 65. In calculating the severance pay, years of seniority at the closure of the mine will apply. Employees in receipt of LTD and who turn 65 will not be eligible to severance pay but will be eligible to retire under the provision of the pension plan.
25. Employees in receipt of WHSCC will be eligible to severance pay as per article 28 of the collective agreement once they are declared ineligible to loss of earnings benefits or declared deemed by WHSCC. In calculating the severance pay, years of seniority at the closure of the mine will apply.
26. Employees in receipt of WI, LTD and WHSCC may also, if eligible, retire under the special early retirement provisions. Disability benefit payments will stop with the first pension payment being made to employees who were in receipt of WI and LTD.

27. Health Care and Life Insurance benefits currently in effect for employees on disability will continue for employees on WI, LTD and WHSCC after the closure for as long as they qualify for disability and the premiums will be waived.
28. The Company will establish a procedure for processing health care, disability and pension benefits for terminated employees and retirees and advise them of such procedure.

#### Vacation

29. Any vacation due will be paid upon termination. Starting the first of July after notification of closure of the mine, vacation will be paid out weekly as it is accrued.

#### Grievances

30. The parties will attempt to resolve all outstanding grievances within two (2) weeks of the announcement of closure. Those grievances not settled within the 2-week period will be referred to arbitration or commissioner as per the collective agreement.

#### Labour Adjustment Committee

31. The Labour Adjustment Committee already in place will continue to exist for a maximum of 6 months after the closure of the mine. It consists of a Chairman (external independent resource), three (3) union representatives and three (3) company representatives. Representatives of salaried staff may also join the Labour Adjustment Committee. The Union and the Company will jointly select a replacement of the Chairman of the Committee if the current Chairman was to resign. The mandate of the Labour Adjustment Committee is as per the provincial guidelines concerning Adjustment Committees. Specifically, the Labour Adjustment Committee will:
  - a. Seek financial assistance from the federal and provincial governments and decide as per the provincial guidelines on the allocation of such funds. The Company will give one dollar for every dollar of financial assistance obtained by the Labour Adjustment Committee from the federal or provincial governments up to a maximum of fifty thousand dollars (\$50,000) per calendar year starting in 2011 up to and including the year of closure. This will be the only source of financing of the Labour Adjustment Committee's activities by the Company.
  - b. Establish a needs assessment process whereby workers who do not meet the criteria for retirement, VERP and SVERP, will be provided the opportunity to meet a professional career advisor to assess their competencies and skills in relation to potential employment. The professional career advisor will be mandated by the Labour Adjustment Committee to make a report to the Labour Adjustment Committee for each employee they meet.
  - c. The Company will liberate the Union members of the Committee to attend the meetings and perform activities as mandated or assigned by the Committee. The

Union members of the Committee will be paid by the Labour Adjustment Committee.

- d. Office space for an Action Centre equipped with computers, telephones, and other office machines will be provided and paid by the company three (3) months before the closure of the mine and up to a maximum of six (6) months after the closure of the mine.
- e. Action Centre staffing will be determined and funded by the Labour Adjustment Committee.
- f. Employees affected by the closure, who wish, will be placed on a preferred list. The list will be provided to the Labour Adjustment Committee. The Labour Adjustment Committee will be provided with application forms for all job vacancies at other locations and will assist in supplying candidates.
- g. The preferred list in Item f) will be provided to contractors who will be awarded contracts following the closure of the mine.

#### Union Representation

- 32. The Company will pay the Union Compensation Representative two (2) days per week for a period of three (3) months after the closure.