

INDEX – LOCAL 9705

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Collective Agreement
U.S.W. Local 9705

THIS AGREEMENT effective on the 1st day of June 2017.

BETWEEN: TECK METALS LTD. (Trail, B.C.)

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

LOCAL 9705

(the "Union")

WITNESSETH AS FOLLOWS:

ARTICLE 1. PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to establish settled conditions of employment and to ensure the prompt and equitable disposition of any grievances which may arise.

1.02 The Company and the Union agree to meet from time to time to discuss matters of mutual concern at the request of either party.

1.03 Words imparting the masculine gender shall include the feminine.

ARTICLE 2. RECOGNITION

2.01 The term “employees” as used in this Agreement means all those individuals employed by the Company at the Company’s operations at Trail, B.C., being all office and technical employees, except cafeteria, safety and supervisory staff, employed in the classifications listed in Appendix “A” or such new classifications as the Company may establish from time to time and which classifications the parties may agree are included within the bargaining unit. Casual employees are included as “employees” only insofar as specifically provided for in Article 17. For purposes of this Collective Agreement the term “person” shall mean anyone other than an employee.

2.02 The Company recognizes the Union as the exclusive bargaining agent for the purpose of conducting collective bargaining regarding rates of pay, hours of work, and other working conditions of employees and the Company will continue to so recognize the Union as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under the law.

2.03 If requested by an employee, and if reasonably available, an employee has the right to have the appropriate Union representative present:

- (i) Any time discipline is given to the employee,
- (ii) During an investigation meeting requiring the presence of the employee where the findings of the meeting may result in discipline being given to the employee, or
- (iii) During meetings requiring the presence of the employee, where a representative of the Company’s Industrial Relations Department is present.

2.04 Following the discipline, suspension or termination of an employee(s) the Company will provide prompt written notification to both the employee(s) and the Union regarding the reasons for such actions.

ARTICLE 3. MANAGEMENT RIGHTS

3.01 The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union further recognizes that the Company retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement.

3.02 Nothing contained in this Agreement shall be deemed to obligate the Company to continue to operate any of its plants or properties or any part thereof.

3.03 The Company shall always have the right to hire; to discipline, demote, and discharge employees for just and sufficient cause. The Company agrees, however, not to impose disciplinary demotions. The selection of supervisors shall be entirely a matter for the Company's decision.

ARTICLE 4. CHECKOFF AND UNION SECURITY

4.01 The Company agrees that upon receipt of written authorization from the employee, it will deduct from the employee's pay the amount of Union dues, initiation fees and/or assessments (excluding fines and strike-fund assessments), as set from time to time by the Union. Deductions will be made in every pay period. The Company will submit the total sum of the amount to the Secretary-Treasurer for deposit in the name of the Union, together with a list of those from whom the deductions are made and the amount, within fifteen (15) days from the end of the pay period.

4.02 An assignment pursuant to Marginal Paragraph 4.01 shall be substantially in the following form:

"To Teck Metals Ltd.

Until this assignment is revoked by me in writing, I hereby assign to, and authorize you to deduct from my wages and pay to the United Steelworkers, Local 9705;

1. Union initiation fees in the amount set by the United Steelworkers, Local 9705 and communicated in writing to the Company by the Union.
2. Monthly dues in the amount set by the United Steelworkers, Local 9705 and communicated in writing to the Company by the Union.
3. Special assessments (excluding fines and strike-fund assessments) communicated in writing to the Company by the Union.”

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

4.04 Notwithstanding any provisions contained in this Article, there shall be no financial responsibility on the part of the Company for fees, dues, or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company’s hands.

4.05 During the life of this Agreement, the Company shall deduct as a condition of each employee’s employment a sum equivalent to dues as set by the Union from every pay period and remit the same within fifteen (15) days from the end of the pay period to the Secretary-Treasurer of the said Union. The Company will, at the time of making each payment, name the employees from whose pay such deductions have been made. No deductions shall be made under this Marginal Paragraph from the pay of an employee who has filed with the Company an assignment of Union dues in accordance with Marginal Paragraphs 4.01 and 4.02 while such assignment remains in effect.

ARTICLE 5. NO DISCRIMINATION

5.01 The Company agrees that there shall be no intimidation or discrimination against any employee by reason of his/her legitimate activities as a member, steward or officer of the Union. The Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Company by reason of his/her not being a member of the Union. Both parties agree that there shall be no discrimination

against any employee because of the employee's race, national origin, colour, religion or sex.

ARTICLE 6. NO STRIKES OR LOCKOUTS

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

ARTICLE 7. UNION BUSINESS

7.01 The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office for a period up to and including three (3) years. Application for such leave shall be made in writing by the Union to the Superintendent, Labour Relations of the Company. The Company shall not be required to grant the privilege under this Marginal Paragraph to more than one employee at the same time.

7.02 Time spent under Marginal Paragraph 7.01 above shall not in any way jeopardize an employee's seniority or service for pension purposes, and shall be considered as service with the Company for the purpose of determining vacation entitlement but not vacation pay in accordance with Articles 14 and 15. However, such time spent under Marginal Paragraph 7.01 above shall not be considered as time worked for any other benefits under this Collective Agreement.

7.03 The Company agrees to grant leave of absence without pay to employees to attend such functions as labour conventions, labour arbitrations, labour schools or grievance matters as set forth in this Agreement, provided the aggregate leave of absence granted under this Marginal Paragraph for all such Union purposes shall not interfere with the normal operations of the Company and shall not exceed four hundred (400) calendar days in any one calendar year. Such leave shall not be unreasonably withheld. The limitation of four hundred (400) days may be exceeded for the purpose of collective

bargaining provided it does not interfere with the normal operations of the Company. No deduction will be made by the Company from the pay of any such employee for the duration of the unpaid leave of absence so granted. At the end of each calendar month, the Company will bill the local Union for the amounts paid to each such employee while the employee was on such leave of absence. The Union shall reimburse the Company within fourteen (14) days of such billing.

7.04 No person shall solicit membership in the Union or in any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour organization activity on Company time or within the plants of the Company except to the extent expressly provided for in this Agreement.

7.05 The time spent in investigating and settling disputes by employees delegated by the Union for that purpose shall be considered as time worked; and payment shall be on the basis of straight time. Under no condition shall overtime rates be paid. The time to be paid for under this section shall be limited to nine hundred and sixty (960) hours per year.

7.06 The Company agrees to use its best efforts to ensure that Union officers and stewards who have missed training and promotion opportunities due to their union duties will, upon ceasing to hold any such office, be given preference for training, subject to the requirements of the Operation.

7.07 On two (2) weeks notice and written application by the Union, the Company agrees to grant a leave of absence, without pay, to an employee appointed to a position with the Union or with the International of the United Steelworkers or for the business purposes of the Union or the International. Leave of absence for an employee appointed to a position with the Union or the International shall be limited to a maximum period of three (3) years. The Company shall not be obligated to grant the privilege to more than one employee at the same time.

ARTICLE 8. SAFETY

8.01 The Company and the Union, recognizing the benefits

to be gained from a safe and healthy place of employment agree that they shall co-operate in continuing and improving the measures now in effect for the prevention of accidents and the elimination of health hazards.

8.02 The Company shall continue to make provisions for the safety and health of employees. The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its members.

8.03 The Union Safety Chair may participate in the Senior Joint Occupational Health and Safety Committee.

8.04 The responsibilities of the Joint Committee will be to:

- (i) make regular inspections of the work areas at the Operation, including the inspection of new processes and equipment prior to initial operation. Union safety representatives, or an alternate designated by the Union will be included in these inspections as appropriate.
- (ii) meet regularly to take up such safety and health matters which may be brought before it by either the Union or the Company. Union safety representatives as noted in (i) will be included as appropriate.
- (iii) investigate promptly all accidents involving fatalities and disabling injuries involving or having potential for extended loss of time by an employee, and make recommendations for remedial or preventative action.

8.05 Minutes of all meetings of the Senior Joint Occupational Health and Safety Committee and reports of all inspections and investigations will be prepared by the Company and provided to the Union. If the Union disagrees with the accuracy of the minutes as prepared, it shall set forth reasons for such disagreement in writing and forward to the Company, which disagreements will then form part of the minutes.

8.06 The Senior Joint Occupational Health and Safety Committee shall meet quarterly with a senior Company official or officials designated by the Company to review recommendations contained in inspection reports with special attention to repeat items and to discuss other matters pertaining to accident prevention and health which may be raised by the Committee. The Union or Company Chairperson shall give his/her counterpart forty-eight (48) hours notice prior to the meeting of any new business to be discussed that is not specifically covered in inspection reports. The notice period shall not include weekends or statutory holidays.

8.07 The Union Chairperson or his/her alternate will have access to work areas at any time after receiving proper clearance for the area in question.

8.08 The Company agrees to continue to provide a sound safety education and training program. Any changes or additions to the program will be communicated to and discussed with the Union.

8.09 The Union agrees to develop and maintain internal information and education programs on accident prevention and health through such media as membership meetings, seminars and Union publications.

- 8.10**
- (i) It is the intent of the Parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation or process in question.
 - (ii) If an employee observes unsafe equipment, conditions or practices, he/she shall take steps to correct the unsafe situation. If the employee cannot correct the unsafe situation, he/she shall immediately report it to his/her supervisor, and his/her supervisor shall then investigate promptly the unsafe equipment, condition or practice and shall take steps as appear necessary in his/her opinion to correct the unsafe situation.
 - (iii) If the employee is not satisfied with the decision of his/her supervisor, he/she may immediately notify

his/her Union Safety Representative, who, together with the employee, may discuss the matter with the supervisor.

- (iv) If the employee is not satisfied with the decision of his/her supervisor, the Union Safety Representative may notify the Union Chair who, together with the employee and the Union Safety Representative, may discuss the matter with the Business Area Superintendent, and, if in their opinion it is desirable, with the Activity Manager.

- 8.11**
- (i) No one shall carry out or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when he/she has reasonable cause to believe that to do so would create an undue hazard to the health or safety of anyone.
 - (ii) An employee who refuses to work is entitled to be reassigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so.
 - (iii) Prior to assigning other employee(s) to a job or task in dispute, such employee(s) will be apprised of the nature of the work refusal.

8.12 If the procedures outlined in Marginal Paragraphs 8.10 and/or 8.11 fail to resolve the matter, the employer and the Union Representative will notify an officer of the Workers' Compensation Board and request assistance.

8.13 The Company shall continue to furnish protective equipment, coveralls and other safety devices in accordance with the Personnel Protective Equipment Policy as outlined in the Company's Health and Safety procedures (H&S.8.0.3117) subject to changes as may be implemented from time to time in consultation with the Senior Joint Occupational Health and Safety Committee and the Union. These provisions will be continued until such time as work areas, or portions of, no longer constitute a health hazard as outlined in the Personnel Protective Equipment Policy.

8.14 The Union may participate in the identification and

development of solutions to hygiene problems in the Trail Operations. The Hygiene Sub-Committee will meet quarterly to discuss issues that may affect the health of employees. To that end, the Company will provide the Union, upon request, monitoring results relative to hygiene in the workplace.

This recognizes the understanding and practices that have been implemented over several years and reflects the intention of both Parties to work co-operatively in the interests of the development of health protection.

8.15 Copies of the booklet on the Company's safety rules and regulations on hazardous materials used in the various processes will be made available to the Union and to all employees for the activities in which they are employed. Employees that may be affected will be made aware of new materials that are potentially hazardous. The Union will be kept advised of pending revisions resulting from the introduction of new materials.

8.16 The Company agrees that the Union shall continue to have access to the records of the first-aid treatments and Company accident reports involving employees.

8.17 An employee who is required by a government board or tribunal to appear before it as a witness under a power of that agency to compel attendance shall be reimbursed for lost wages as per the provisions of Marginal Paragraph 25.01, Court Duty.

8.18 An employee who is injured on the job and is unable to continue working will have his/her normal pay maintained for the balance of his/her workday on the day of the injury.

8.19 Time spent by employees in performance of their duties as safety representatives shall be paid by the Company to a maximum of six hundred (600) hours per year. However, in any particular month, time spent shall not exceed sixty (60) hours.

8.20 The appropriate Union safety representative will have the opportunity to participate in a new employee's induction into safety and health matters pertaining to his/her work area(s).

8.21 The Company will provide a rebate of 65 percent (65%) on the purchase and one hundred percent (100%) on repairs of approved safety footwear for use by employees on the job.

ARTICLE 9. BULLETIN BOARDS

9.01 The Company agrees that a section of a bulletin board in each major work location shall be made available for purposes of posting notices regarding the business affairs, meetings, committee reports and social events of the Union. The boards shall have a common key, and be enclosed with locking glass doors. The Company and Union designate will review the bulletin boards annually for the purposes of new boards required and to assess that all boards are kept in reasonable repair at the Company's expense.

ARTICLE 10. HOURS OF WORK

10.01 An employee's regular scheduled workweek shall average forty (40) hours except as varied herein.

10.02 The regular workday shall be eight (8) hours of work at the employee's designated working place in a twenty-four (24) hour period. The regular days of work for all employees, except those referred to in the following Marginal Paragraphs shall be Monday to Friday inclusive.

10.03 It is agreed that there are a number of employees required to work on schedules other than 5 and 2, Monday through Friday.

10.04 The Company shall have the right to implement continuous operations schedules, consisting of a three-shift schedule of eight (8) hours per shift. Prior to implementation, the Company will consult with the Union, to explore alternate continuous schedules.

10.05 The Company shall, from time to time, supply the Union with a list of plants which it considers necessary to operate on a continuous basis. Employees in those plants shall be employed on schedules which average not more than forty (40) hours per week as provided for in Marginal Paragraph 10.01 above.

10.06 The Union agrees to jointly apply with the Company to the Employment Standards Branch under the provisions of the "Employment Standards Act" and to make such other applications that may be required under the provisions of any other relevant statute or regulation for the approval of schedules put into effect by the Company for this operation where it is necessary to comply with such statute or regulation.

10.07 Effective May 1, 1989, all references to hours of work in the Collective Agreement shall be amended to reflect the implementation of the forty (40) hour week.

10.08 As a result of the employees agreeing to work a forty (40) hour week, all employees shall receive an additional forty (40) hours paid leave annually. Such leave will be taken during the calendar year at times which are suitable to both the Company and the employee. The provisions of Marginal Paragraphs 14.07 and 14.12 will apply.

If the paid leave is not used by year end, employees will be given the option to be paid out any remaining entitlement at appropriate base salary, or, carry the time forward and bank the entitlement to a maximum of fifty (50) days, to be used as a block of paid time off immediately prior to an intent to retire, for the purposes of assessing retirement conditions.

An employee applying to schedule his/her block of banked time must meet the eligibility requirements of unreduced early retirement. Applications must be made in writing to the employee's immediate supervisor at least eight (8) weeks in advance and are subject to mutual agreement between the Company and the employee.

ARTICLE 11. OVERTIME RATES

11.01 Overtime rates for work performed as outlined herein shall be paid as provided herein. Overtime work by an employee must be authorized by the Company. Payment of overtime rates shall be governed by the provisions set out below.

11.02 Work in excess of the normal hours of work as defined in Article 10 above, will receive payment at one and one-half

(1-1/2) times the equivalent hourly rate for each overtime hour worked up to a maximum of six (6) such hours during a work period as defined herein. Overtime worked in excess of six (6) hours during a work day or overtime worked in excess of six (6) hours in a work period shall be paid at two (2) times the equivalent hourly rate for each overtime hour worked. Overtime which is in excess of eight (8) hours overtime shall be voluntary with the exception that in any Operation where a qualified replacement is not available the employee will be required to remain at work.

11.03 Overtime rates shall be paid for work performed by employees on their regularly assigned days off duty including relief days where such relief days occur on a fixed basis and are not banked.

11.04 Where the Company changes an employee's work schedule during a work period and the employee is required to work on the rest days of his/her previous schedule, he/she shall be paid overtime rates for those days. The new schedule will become the employee's regular schedule at the conclusion of the rest days of his/her previous schedule.

11.05 The work period shall be defined as an employee's complete period of days starting with his/her first scheduled work day and concluding at the end of the first-occurring rest days.

11.06 Where the Company changes an employee's work shift with the result that the employee has a short change which is not a normal part of a work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift.

11.07 The work day is any day an employee is normally at work according to his/her assigned schedule commencing at the time he/she is scheduled to commence work and ending twenty-four (24) hours later.

11.08 When an employee works continuously more than double the period stipulated in Marginal Paragraph 10.02, he/she shall be entitled to a rest period amounting to the time he/she would normally be at rest after working exactly two

(2) times the period. If his/her regular shift is scheduled to commence before the expiration of this rest period, he/she will be permitted to remain at rest for said period and will be paid his/her regular rate for the hours of his/her regular shift which fall within said rest period and for the remainder of his/her regular shift which he/she works, he/she will also receive his/her regular rate of pay. Where an employee is directed by his/her supervisor to work on that part of his/her said regular shift which falls within the said rest period, he/she shall be paid one and one-half (1-1/2) times his/her equivalent hourly rate for all work performed on his/her said regular shift. If not so directed, the employee will remain at rest for the period indicated by this Marginal Paragraph.

11.09 If an employee is called out to work at a time other than the beginning of his/her regular shift, he/she shall receive either overtime rates for the time actually worked outside his/her scheduled work shift, or the equivalent of four (4) hours pay at his/her equivalent hourly rate, whichever is the greater. The four (4) hour minimum does not apply when the callout overtime continues into the employee's regular work shift, or if the employee is called back to work before leaving the premises.

11.10 For the purposes of this Agreement equivalent hourly rate is defined as the base monthly salary divided by one hundred and sixty-three (163) hours. Effective May 1, 1989, the base monthly salary shall be divided by one hundred and seventy-four (174) hours.

11.11 Under no circumstances shall there be pyramiding or compounding of premiums.

ARTICLE 12. ON-CALL PREMIUM AND SHIFT ALLOWANCE

12.01 An employee required to stand-by for a possible call into work shall be paid an amount of two (2) hours at the employee's regular rate of pay for each rest day while on call.

12.02 The following premiums shall be paid to an employee who is required to work regularly on any of the following schedules:

Jun 1/2008

(i) Continuous operations (3 shifts)	\$215
(ii) 5 and 2 – no weekends (day/afternoon)	\$ 78
(iii) 5 and 2 – no weekends (day/night)	\$108
(iv) 5 and 2 – 1 weekend day (day shift)	\$ 61
(v) 5 and 2 – 2 weekend days (day shift)	\$121
(vi) 5 and 2 – no weekend days (day/afternoon/night)	\$124

ARTICLE 13. STATUTORY HOLIDAYS

13.01 The following days will be observed as statutory holidays: New Year's Day, B.C. Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, plus two floating statutory holidays.

13.02 An employee who is required to work on a statutory holiday or a day that is declared in lieu of a statutory holiday will be paid additional amounts over and above his/her normal salary as follows:

- (i) If the holiday falls on a scheduled day of rest, he/she will receive two and one-half (2-1/2) times his/her equivalent hourly rate for the number of hours worked
or
One and one-half (1-1/2) times his/her equivalent hourly rate for the number of hours worked plus equal time off with pay at the convenience of the Operation.
- (ii) If the holiday falls on a normal work day, he/she will receive one and one-half (1-1/2) times his/her equivalent hourly rate for the number of hours worked
or
One-half (1/2) times his/her equivalent hourly rate for the number of hours worked plus equal time off with pay at the convenience of the Operation. If an employee works more than eight (8) hours, he/she will be paid two and one-half (2-1/2) times his/her equivalent hourly rate for those hours worked which are in excess of eight (8) hours.

This Marginal Paragraph applies only to time worked on the day designated by the Company as the statutory holiday.

13.03 Employees who do not work on a statutory holiday will receive normal pay subject to the following terms and conditions:

- (i) An employee who has been assigned to work on a statutory holiday and does not work shall not receive any pay for the holiday.
- (ii) An employee who is absent without leave on the last work day immediately preceding the statutory holiday or the first work day immediately following the statutory holiday according to the work schedule to which he/she is assigned, shall not receive any payment for the statutory holiday.
- (iii) If a statutory holiday occurs during the employee's vacation as provided in Articles 14 or 15 and if the employee would normally have been paid for the statutory holiday had he/she not been on vacation, such employee shall be given an additional day of vacation with pay for each such statutory holiday occurring during the vacation.
- (iv) The named statutory holidays will be observed in the following manner: For those employees working on the Teck Metals Ltd. continuous operations schedules the holidays will be observed on the dates on which the holidays fall. If a statutory holiday falls on an employee's day of rest, the employee shall receive an additional day off with pay at a time mutually agreed upon between the Company and the employee. If no mutually suitable day has been agreed upon within ninety (90) days of such holiday, the Company shall designate such day. The New Year's holiday shall be deemed to commence on night shift on December 31 and for purposes of statutory holiday pay would continue for the next twenty-four (24) hours.

For all other employees, when any such holiday falls on a Saturday or Sunday, the Monday immediately following shall be considered as the holiday. When Christmas Day falls on a Saturday or Sunday, the Monday immediately following will be considered to be the holiday for Christmas Day and the Tuesday immediately following will be considered to be the holiday for Boxing Day.

- (v) Sections (i), (iii) and (iv) will not apply to the floating statutory holidays. The floating statutory holidays may be taken at any time convenient to the Operation.
- (vi) Notwithstanding any other provisions of this Agreement an employee or group of employees and the Company may agree to change the shift or shifts of such employee or group of employees or the day to be considered as a statutory holiday.

No employee shall be compelled to exchange shifts or the date of statutory holidays by the Company. No overtime rates shall be payable for any reason where a shift exchange is requested by an employee, or where the date of a statutory holiday is changed, for work performed on the day previously considered as the statutory holiday. The Union agrees that it will not oppose a Company request to exchange shifts or the days on which statutory holidays are to be observed where there is no hardship or loss imposed on the employees and all the employees involved consent to such exchanges. The Union will be provided with copies of the shift exchange slips

ARTICLE 14. ANNUAL VACATIONS

14.01 An employee who has been in the service of the Company less than one year prior to the first day of January in any year shall be entitled to vacation and leave with pay as follows:

- (i) If hired between January 1st and August 31st inclusive of the previous year, ten (10) working days off with pay.

- (ii) If hired between September 1st and December 31st inclusive of the previous year, five (5) working days off with pay plus five (5) unpaid work days off if requested.

Employees who have been rehired with more than one year previous service shall be entitled as a minimum to the stated provisions in (i) or (ii) above, provided they did not work previously with the Company in the same calendar year in which they were rehired.

14.02 An employee with one or more and less than two (2) years service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of two (2) weeks if taken before the succeeding first day of January.

14.03 An employee with two (2) or more and less than eight (8) years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of three (3) weeks if taken before the succeeding first day of January.

14.04 An employee with eight (8) or more and less than eighteen (18) years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of four (4) weeks if taken before the succeeding first day of January.

14.05 An employee with eighteen (18) or more and less than twenty-eight (28) years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of five (5) weeks, if taken before the succeeding first day of January.

14.06 An employee with twenty-eight (28) or more years of service with the Company prior to the first day of January in any year shall be entitled to a vacation with pay of six (6) weeks if taken before the succeeding first day of January.

14.07 If an employee has been absent from work without pay during the preceding calendar year for any reason other than the employee's sickness or accident, the periods of vacation

with pay, as specified in the above Marginal Paragraphs, shall be reduced by one twenty-fourth (1/24th) for each full pay period by which the absence exceeds thirty (30) consecutive days; provided, however, that in the case of sickness the employee will not be entitled to any vacation with pay after the absence exceeds a full calendar year.

14.08 Employees entitled to ten (10) or more working days paid vacation may split their vacation subject to the approval of their supervisor.

14.09 Employees will not be permitted to take cash in lieu of earned vacations or any portion thereof. An exception to this rule will occur only in the case of severance from the Company's rolls, or retirement to pension.

14.10 The Company retains the right to schedule all or any vacations. Vacations which have been scheduled and approved and are subsequently cancelled at the convenience of the Company will be rescheduled within a twelve (12) month period.

14.11 In the event a plant is shut down for vacation purposes, employees will normally be required to take their vacation during the shutdown. Employees who do not have sufficient vacation to cover the shutdown period will receive first consideration for available work if they have the necessary qualifications. In exceptional circumstances this privilege will be extended to other employees who are qualified to perform the available work.

14.12 An employee who has scheduled a vacation period and is unable to take it because of sickness or accident may, upon notification to his/her supervisor postpone such vacation provided that such vacation can be rescheduled within the same calendar year. Similarly, an employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to his/her supervisor, be removed from vacation and placed on sick leave as eligible under Appendix "C", Section 2(a) provided that his/her remaining vacation credits can be rescheduled within the same calendar year. In either case, sickness or accident must be proved by a Doctor's certificate.

14.13 In the year next following those years that an employee first achieves the vacation plateaus for each of two (2), three (3), four (4), five (5) and six (6) weeks of vacation with pay, such employee shall be entitled to a vacation adjustment equivalent to 0.208 days, with pay, for each full one-half (1/2) month of service between his/her calculated vacation service date with the Company and December 31st of that same year. Although the pay entitlement shall be calculated as outlined above, the time entitlement shall be rounded off to the nearest full day.

ARTICLE 15. SPECIAL VACATIONS

15.01 The Special Vacation program which commenced on January 1, 1969 and which provided Special Vacation with pay of three (3) weeks to those employed by the Company who had completed fifteen (15) years of service prior to that date, and which in the following years provided a Special Vacation of three (3) weeks to those who completed fifteen (15) years of service prior to the ensuing January 1st of each subsequent year, and which further provided an additional three (3) weeks of Special Vacation on the completion of each ensuing five (5) year qualifying period, shall continue in effect for employees under this Agreement. The below-listed qualifications shall govern the taking of Special Vacations.

Effective May 1, 1978 those employees who had completed five (5) years of service on January 1, 1978 shall be entitled to Special Vacations in accordance with this Article. No employee shall receive more than three (3) weeks Special Vacation during any five (5) year period following the date of qualification.

15.02 The three (3) weeks Special Vacation must be taken within the five (5) year period following the January 1st of the year they accrue to the employee. Special Vacations shall be taken at times which are suitable to both the Company and the employee provided they are taken within the designated five (5) year period.

15.03 Absences from work during a qualifying period for reasons of sickness or accident in excess of twelve (12)

months or for any reason other than sickness or accident in excess of three (3) months will result in proportional reduction of benefits. In the case of absence at the commencement of a Special Vacation qualifying period no allotment will be made until the employee returns to work at which time the allotment will be proportionately reduced.

15.04 If an employee leaves the service of the Company or his/her employment is terminated during any five (5) year qualifying period, he/she shall be paid a sum proportionate to the service he/she has completed in the qualifying period. Should such an employee be rehired, upon completion of this qualifying period he/she will be eligible to receive three (3) weeks Special Vacation. However, his/her vacation pay shall be computed on the basis of the balance of the qualifying period for which he/she has already received a proportionate payment.

15.05 Except as provided in Marginal Paragraph 15.04 above, employees will not be permitted to take cash in lieu of Special Vacation. Special Vacation not taken within the designated five (5) year period will be forfeited. In the event that a previously scheduled and agreed to Special Vacation period is cancelled by the Company during the final year of the five (5) year period, the employee may have a one year extension from the date of cancellation.

15.06 On retirement an employee shall receive pay for any unused Special Vacation plus payment for the full allotment for which he/she is currently qualifying.

ARTICLE 16. PROMOTIONS, DEMOTIONS, TRANSFERS

16.01 In the selection of employees to fill posted job vacancies, the Company shall consider the following factors in determining which employee shall receive the job:

- (i) the seniority of each employee concerned, and
- (ii) the ability, qualifications and experience of each employee to perform the job concerned. Experience shall be given the same consideration as formal education in determining qualifications.

When factor (ii) is relatively equal between two (2) or more employees, the employee having the greater seniority shall be entitled to preference. The factors of ability, qualifications and experience shall be determined in a fair and equitable manner in the consideration of which employee shall be selected to perform the described job. Where no job description exists, the selection will be made on the basis of a preliminary job description which shall be submitted to a member of the Union Job Evaluation Committee for review prior to the posting. This clause shall not apply in filling vacancies which are of a temporary nature.

- 16.02** (i) All vacant positions, except as provided for in Marginal Paragraph 16.03 and those deemed, at the time, redundant, will be posted by the Company showing the job group rating and other pertinent details on local bulletin boards for a minimum of eight (8) calendar days in order to give employees and persons an opportunity to apply. Selection to fill the job vacancy shall then be made in accordance with Marginal Paragraph 16.01 above with preference being given to eligible employees. Subject to the provisions of Letter of Understanding No. 21 'Hiring of Former Employees', if it has been established by such job posting process that there is no employee with the necessary qualifications the Company may fill the vacancy with any other qualified person. The right to apply for the vacancy shall cease once the Company has notified the successful employee or person, if any, of the selection. The Company will notify the Union of the individual selected and the date of the selection. On request by the Union President within five (5) working days of the selection, the Company shall make available to the Union the names of all employees who applied for a job posting. If the vacancy is not filled within thirty (30) calendar days from the date the vacancy was first posted, all those employees who applied for the vacancy will be advised of the disposition of their applications.

- (ii) The Company shall not be required to consider those employees or persons who have been successful candidates for a job posting for another job posting for a period of four (4) months following the date of their selection.
- (iii) Where an employee has been selected to fill a posted job vacancy, the Company will use its best efforts to effect the move of such employee within a period of thirty (30) calendar days from the date of the selection. Where circumstances are such that the move cannot be effected in thirty (30) calendar days, the Company, and the Union will mutually agree to extend the date of such a move an additional thirty (30) calendar days. The Union will not unreasonably withhold their agreement.

16.03 An employee shall not be considered to be promoted until a vacancy occurs in a higher job group and he/she is the successful applicant via the job posting process. A move from one job to another in the same activity involving no change in job group shall not be considered as a promotion or a demotion. Such lateral employee moves made by the Company within the same job group shall not require a job posting. All such moves shall be made in accordance with the provisions of Marginal Paragraph 16.01. The decision to accept such moves shall rest with the employee except for those deemed as part of a recognized training sequence. The Union shall be notified of all such moves.

- 16.04** (i) The Company shall have the right to transfer any person in its employ at the operation covered by this Agreement who has served in a classification as defined in Appendix "A" to a job classification within the definition and to assign to him/her a job at the Operation commensurate with his/her qualifications, whether or not a vacancy exists, provided that such assignment does not result in the displacement of any current job incumbent.
- (ii) An employee who is transferred from Trail Operations to Teck's other Operations shall, upon being transferred back to the unit he/she

left, be eligible to be placed in a vacancy in a job classification commensurate with his/her seniority and qualifications, provided he/she has not been absent from that unit for more than three (3) years and provided such assignment does not result in the displacement of any current job incumbent. This time limit may be extended by mutual consent. The Union shall be notified of all employees transferring out under this clause.

- (iii) A person who is transferred or hired into the unit under this Marginal Paragraph 16.04 shall not be eligible for a promotion for a period of five (5) months following the date of his/her entry into such unit unless it has been established by the job posting process that there is no employee available who is qualified for the promotion in question.

16.05 (i) Where an employee has been partially disabled as a result of an “accident or industrial disease” within the meaning of the Workers’ Compensation Act, incurred in the course of his/her employment with the Company, he/she shall be given preference over other employees for employment in any job for which, in the opinion of the Company, he/she has the necessary qualifications, whether or not a vacancy exists. The Company may, in its discretion, extend this privilege to an employee who becomes disabled from any other cause.

- (ii) If an employee is the incumbent of a job before the job is made available by the Company under this Marginal Paragraph for partially disabled employees, he/she shall, upon being replaced in that job by a partially disabled employee, have his/her rate of pay maintained at a rate not less than the rate of the job from which he/she was moved.

16.06 (i) Where an employee is to be displaced from his/her job for reasons not attributable to the employee the following placement procedure will apply:

- (a) The Company will endeavour to place the employee within the work area in which he/she was engaged at the time of the displacement. This will be accomplished by placing the employee in a job occupied by a less senior employee in his/her equivalent job group in that work area. This process will commence with the employee with the least Company seniority in that job group.

If the employee is unqualified to perform a job occupied by an employee of lesser seniority in his/her equivalent job group, the Company will endeavour to place the employee in successively lower job groups in that work area following the same procedure.

In all cases the employee being placed must have more seniority than the employee he/she is displacing and this process will occur only within the employee's usual work area.

- (b) If the employee is unable to be placed within his/her work area, he/she will be placed under the terms of Marginal Paragraph 17.07 in a job occupied by an employee of lesser seniority in the bargaining unit.

This process will commence with the employee with the least Company seniority in the bargaining unit provided that employee occupies an equal or lower level job group.

- (c) An employee displaced to a lower job group will retain his/her present salary and present step progression and have his/her rate protected as provided in Marginal Paragraph 19.01. Displaced employees will only lose their rate protection when they acquire a permanent job in a job group equal to or greater than that from which they were originally displaced.

- (d) An employee will not be displaced to a higher job than the job which he/she originally held before any displacement occurred.
 - (e) A displaced employee who has the basic qualifications for a job occupied by a less senior employee will be provided a reasonable familiarization period on the job.
 - (f) Displaced employees under this Marginal Paragraph will have the option of bypassing a job occupied by a permanent part-time employee.
- (ii) Where an employee is placed in a lower job group for reasons attributable to the employee, he/she will:
- (a) Receive the salary commensurate with the job group in which he/she is placed, or the job group which he/she was at immediately prior to placement on the job from which he/she was moved to a lower job group, whichever is the greater;
 - (b) Retain his/her present step progression.
- (iii) The Company shall have the right with the agreement of the Union (which agreement shall not be unreasonably withheld) to place an employee who cannot perform his/her present job in a job vacancy without reference to any other provisions of this Agreement.
- (iv) An employee who is displaced from a job as a result of the settlement of a grievance, at any stage of the grievance procedure, and placed on his/her former job, shall be paid the salary rate of his/her former job. If an employee is placed in a job other than his/her former job he/she shall be paid the salary rate of the new job or the salary rate of his/her former job, whichever is higher.

16.07 Persons transferred from jobs which are outside the unit of employees represented by the Union, and persons hired to jobs within the unit, will be placed on salaried rolls immediately. This will not apply to persons who are replacing an employee on a temporary basis or persons who are placed on jobs within the unit as replacements for employees absent on vacations or due to accident or illness or by mutual consent.

16.08 In the event that technological, mechanization or automation changes are instituted at any time in the Company's Operations which result in the demotion of any employee, the rate of pay of such employee shall be protected in accordance with the provisions of Marginal Paragraph 16.06. The Company will provide the Union with as much advance notice as practical of any intention to introduce automation, new equipment or new procedures which will result in a displacement of employees.

16.09 From time to time employees travel, work or undergo training away from their normal place of residence. The nature of these assignments and the conditions that will apply are set out below.

Loan Assignment - The employee is loaned to another Operation of the Company for a temporary period to provide assistance of an urgent nature. During this assignment the employee is attached to the borrowing organization and is under the supervision of a person at that Operation. The following conditions will apply to employees on Loan Assignments:

1. All loan assignments shall be voluntary.
2. The rate of pay of an employee on loan will be the greater of his/her regular salary plus one wage grade or the rate provided for the job in effect at the receiving Operation.
3. Employees on loan will be required to work on one of the schedules in effect at the receiving Operation. The duration of a normal work shift and all other provisions of the Collective Agreement in effect at the dispatching Operation will prevail.

4. Accommodation will be selected by and provided at Company expense. Employees will be advised of accommodation prior to assignment.
5. Transportation will be supplied by the Company. If an employee elects to use his/her personal car for transportation he/she will be reimbursed at the prevailing mileage rate allowance contained in the Company's Trail Operations expense account regulations for the initial trip and the trip home at the conclusion of the loan assignment.
6. Travel time paid in any one day will be limited to eight (8) hours. It is agreed that employees who travel on their rest days will be paid at the applicable overtime rate.
7. A loan assignment will be a maximum of five (5) weeks. If an employee elects to remain on loan for a period in excess of five (5) weeks he/she will be provided with transportation home after every five (5) weeks on loan.
8. A day off with pay shall be granted for each regular work week on loan, and such accumulated leave must be taken before returning to work after conclusion of a loan assignment.
9. An allowance of forty-five dollars (\$45) per week will be paid to employees on loan for each week on loan. Loan assignments of less than one (1) week will be pro-rated.
10. The Company will advise the Union in writing of employees accepting loan assignments.
11. Employees on loan shall remain in the bargaining unit.

Job Assignment - The employee, either as a normal and regular requirement of his/her job or as a requirement of being assigned to a particular project, performs his/her job duties at a location other than his/her normal work location.

The following conditions will apply to Job Assignments:

1. An employee will be required to undertake job assignments unless he/she has valid personal reasons for objecting to the assignment.
2. Employees will be paid one wage grade above their regular wage grade while on assignment.
3. Arrangements, expenses and other provisions for travel will be in accordance with Trail Operations expense account regulations, except that an allowance of forty-five (\$45) dollars per week will be provided in lieu of expenses that are in addition to travel, hotel and meals.
4. Pay for travel time in any one day will be limited to eight (8) hours at straight time rates. Overtime rates will be paid for time in excess of eight (8) hours resulting from a combination of work and travel in one day.
5. A job assignment will be a maximum of five (5) weeks. If an employee elects to remain on assignment for a period in excess of five (5) weeks he/she will be provided with transportation home after every five (5) weeks on assignment.
6. A day off with pay will be granted for each seven (7) consecutive days on a job assignment.

Training Assignment - The employee attends courses, seminars, conferences, information exchange visits and similar training events to upgrade his/her job knowledge and skills. The following conditions will apply to Training Assignments:

1. All training assignments shall be voluntary.
2. Arrangements, expenses and other provisions for travel will be in accordance with Trail Operations expense account regulations.

3. Time spent in travel and attendance in excess of the employee's normal work schedule will not be compensated over and above the employee's regular salary.

Examinations - Examinations (1st attempt only) pertaining to an employee's job are considered to be a training assignment.

16.10 Temporary Assignment to a Higher Rated Job

If an employee is temporarily assigned to a higher paying job within the unit to replace an employee who is absent through illness, maternity, vacation or other authorized leave he/she will be paid a temporary rate for the job for the full period of such temporary job assignment. The temporary rate will be an increase of five percent (5%) in his/her present salary provided, however, that if the resulting salary falls outside the range of the job group in which he/she is relieving he/she will be paid either:

- (i) The minimum (Step 1) rate of the job if the five percent (5%) increase results in a rate which is lower than the minimum (Step 1) rate for the job or
- (ii) The maximum (Step 3) rate of the job if the five percent (5%) increase results in a rate which is higher than the maximum rate for the job.

16.11 Temporary Assignment to a Lower Rated Job

If an employee is temporarily assigned to a lower paying job for reasons not attributable to the employee, he/she will retain his/her current salary during the full period of such temporary job assignment. Temporary job assignments to lower job groups will be for a maximum of fifteen (15) calendar days except by mutual consent.

16.12 Temporary Job Assignment Which Changes to a Temporary Job Vacancy

An employee occupying a job on a temporary job assignment shall, upon termination of the same, return to his/her previous job. Temporary assignments shall be reviewed at the end

of thirty (30) calendar days. If at the end of the thirty (30) calendar day period it becomes apparent that the temporary job will extend for greater than fifteen (15) calendar days beyond the thirty (30) calendar day period due to authorized leave or overload work, the Company shall post the position as a temporary job vacancy due to authorized leave or overload work. Nothing in this Marginal Paragraph shall prevent the Company from posting a position as a temporary job vacancy due to authorized leave or overload work within the thirty (30) calendar day period should it be apparent that the temporary job vacancy will last longer than forty-five (45) calendar days from the commencement of such vacancy.

16.13 Temporary Job Vacancy Which Changes to a Permanent Job Vacancy

If for whatever reason, such temporary job vacancy assumes permanent status, the employee who was successful in applying for the temporary job posting shall be confirmed in the position on a permanent basis.

16.14 Return of Absent Employee

When an employee is absent from his/her normal job because of sickness, maternity or accident, he/she shall, on his/her return be reinstated in the job he/she would have held had he/she not been so absent; and during such absence his/her seniority shall accumulate as if he/she had not been so absent.

16.15 Assignment Out of Bargaining Unit

Where an employee accepts a temporary assignment out of the bargaining unit, he/she shall be cautioned that after a period of six (6) months the assignment shall be considered a permanent transfer for the purpose of this Agreement and he/she may not be entitled to return to his/her former position. In extenuating circumstances an extension shall be granted subject to mutual agreement by the Company and the Union.

The privilege outlined in Marginal Paragraph 16.14 will also be extended to employees, including Union Officers, returning to work from a leave authorized by the Company, except if the

job he/she would have held had he/she not been so absent is not available, he/she will be given a similar or alternative job with no reduction in pay and rate protected under the terms of Article 19.

ARTICLE 17. SENIORITY

- 17.01** (i) Seniority shall be established on the basis of an employee's seniority with the Company's Trail Operations as of May 31, 2005 and an employee's subsequent service with the Company's Trail Operations, whether broken or continuous, according to the records of the Personnel Function.
- (ii) In the event an individual accepts severance benefits under the Kimberley Severance Package, and later is rehired by the Company, the Company service related to such severance payment shall not be included in any future determination of seniority.

An employee shall not be deemed to have any seniority in the Operation until he/she has been regularly employed in the Operation for ninety (90) calendar days.

17.02 Notwithstanding anything in this Agreement, an employee shall be on probation for a period of five (5) months from the date of last hiring by the Company. During the probationary period the Company may terminate his/her employment for any reason save Union activity. This clause shall not apply to a person who is hired within ninety (90) days of severance from any Teck Operation and had completed his/her probationary period at such Operation at the time of severance.

17.03 Upon completion of his/her probationary period the employee shall have his/her name placed on the seniority list effective from the date of his/her employment.

17.04 Persons originally hired by the Company for a special assignment of work may be released when employment at such special assignment of work comes to an end,

notwithstanding anything in this Agreement to the contrary. The Union shall be notified of such persons and their status within two (2) weeks of being hired. Persons shall not be continued on special assignment for a continuous period of time longer than twelve (12) months. Such special assignment shall be discussed with the Union prior to its implementation.

- 17.05** (i) The Company shall have the right to select or accept persons for a period not to exceed four (4) calendar months, for the purpose of giving them special experience or training at jobs within the Local 9705 unit. Such special experience or training will not cause a reduction of job posting opportunities or displacement or demotion of employees. The provisions of the Collective Agreement shall not apply to those persons during this period.

Incumbents of the above-noted jobs will be present and/or available while the person is receiving on-the-job training and experience.

- (ii) The number of such persons shall not in total, exceed five percent (5%) of the bargaining unit. The Union shall be notified of such persons before the assignment commences.

17.06 Students employed during the regular holiday period of the educational institution to which they have been admitted or are attending shall be deemed to be temporary employees, but the duration of this temporary employment shall not exceed six (6) months. During this period students may be assigned, transferred, demoted or laid off as the Company requirements dictate, provided that such assignment does not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted. Students shall not be entitled to Floating Statutory Holidays. In the case of general reduction in the crew at the Operation, students shall be laid off before regular employees. Students will not be eligible to participate in the pension plan: the provisions of Article 26 shall not apply to students. In the event a student's employment on the student roll is terminated but he/she is rehired by the Company with no

break in service, then the time spent on the student roll from the last date of hire shall be considered as continuous service with the Company with respect to the probationary period. In all other respects service on the student roll shall be the same as service by other employees. Students will be paid a Job Group 23 Step 1

17.07 In the event of a general reduction of crew (other than those of a temporary or emergency nature), employees shall be laid off in the inverse order of seniority provided that the Company may retain sufficient employees in each job classification to meet the requirements of the Operation. For the purposes of this Marginal Paragraph “temporary” shall mean a period not exceeding thirty (30) days following which the Company will endeavour to meet the intent of this Marginal Paragraph.

17.08 The Union and the employee concerned shall be notified, whenever possible, thirty (30) days prior to the date of such layoff.

- 17.09** (i) If an employee is laid off as part of a general reduction of crew, he/she shall have preferential rights (hereinafter called “recall rights”) for rehiring for jobs in the bargaining unit. Employees laid off shall be placed on a recall list for the following periods:
- (a) for those employees with less than eighteen (18) months service with the Company, the recall period shall be equal to the length of that service, but not less than six (6) months, from the date of last layoff; and
 - (b) for those employees with eighteen (18) months or more service with the Company, the recall period shall be eighteen months from the date of last layoff.

Recall shall, whenever possible, be in the order of seniority. Former employees with recall rights shall have employee status during the period of recall for the purpose of filling job vacancies under Article 16 of the Collective Agreement.

17.10 Those former employees who qualify for recall shall be notified by the Company by registered mail at their last known address, when a vacancy exists. It shall be the responsibility of the laid off employees to notify the Personnel representative of any changes in their postal addresses. The recalled employee must notify the Company of his/her intention to return to work within seven (7) days of date of receipt of the recall notice, and must return to work within fourteen (14) days of such date or make alternative arrangements satisfactory to the Company. The Company shall not be required to rehire at any time any person who failed to acknowledge within the said seven (7) day period the notification to return to work. Notices shall be deemed to have been received seven (7) days after mailing.

17.11 An employee who has completed his/her probationary period at the time he/she is laid off shall not be required to serve a probationary period if he/she is recalled under the provisions of Marginal Paragraph 17.09 of the Agreement.

17.12 A probationary employee who is laid off and rehired within twelve (12) months pursuant to Marginal Paragraph 17.09 shall, for the purpose of Marginal Paragraph 17.02, be credited with the period of time he/she had been a probationary employee prior to layoff.

17.13 (i) Temporary employees are defined as individuals who are employed for the purpose of:

- (a) replacing employees absent for sickness, maternity, vacations or authorized leaves of absence,
- (b) doing a temporary job necessitated by abnormal or seasonal work requirements.

The Union shall be notified on a monthly basis of those individuals hired as temporary employees.

- (ii) On completion of his/her assignment a temporary employee shall be severed from the Company rolls directly and shall not displace other temporary employees.

- (iii) With the exception of students, temporary employees are employed for periods up to four (4) months. If the assignment exceeds four (4) months from the date of last hire the employee will be considered a regular employee and time spent on this assignment will be credited towards completion of the probationary period.
- (iv) Temporary employees shall not be entitled to floating statutory holidays.
- (v) In the case of a reduction of crew at an Operation temporary employees shall be laid off before regular employees.
- (vi) No other provisions of Article 17 shall apply to temporary employees.
- (vii) When a temporary employee attains regular employee status and is called back to work on another temporary assignment within three months, such temporary employee shall retain his/her regular employee status for the duration of the temporary assignment.

- 17.14** (i) Casual employees are defined as individuals who are employed for short periods of time to a maximum of fifteen (15) continuous working days at any one time for the purpose of relief for vacation, sickness, authorized leave and training. In addition casual employees can be utilized for overload situations to a maximum of ten (10) working days whereupon the casual will be required to take one week off before commencing their next overload assignment. For those casual employees working a 4x4 shift schedule the employee may work two (2) consecutive runs (for a total of up to ninety-six (96) hours). The Union shall be notified on a monthly basis of those individuals hired as casual employees.
- (ii) In the case of overload, the number of casual hours will not exceed eight thousand (8,000) hours

in any year or eight hundred (800) hours in any one month. When eight hundred (800) hours in any one (1) month have been exceeded, the Company will pay to the Union an amount equal to one percent (1.0%) of the excess hours to be paid at the wage rate of Job Group 24, Step 3. The payment for hours in excess of eight hundred (800) hours shall be calculated as one percent (1.0%) x excess hours x standard hourly rate for Job Group 24, Step 3.

- (iii) Casual employees will receive the following in lieu of vacation: the Company will pay four percent (4%) of total wages in lieu of vacation for casual employees who have worked less than ten thousand (10,000) total casual hours and six percent (6%) of total wages in lieu of vacation pay for casual employees who have worked in excess of ten thousand (10,000) total casual hours.
- (iv) Casual employees will receive one dollar and seventy-five cents (\$1.75) per regular hour worked in lieu of benefits for casual employees who have worked in excess of five hundred and twenty-five (525) total casual hours.
- (v) Casual employees will be placed on the step progression of the job performed as follows:
 - With Company service of 3180 hours or more: Step 3
 - With Company service of less than 3180 hours, but more than 1590 hours: Step 2
 - With Company service of less than 1590 hours: Step 1.
- (vi) Union dues for casual employees shall be paid in accordance with Article 4 and shall be prorated on the basis of the number of actual hours worked in any month to the normal number of working hours in the month.
- (vii) When a casual employee works more than two

thousand (2,000) hours the casual employee will be eligible for Employee Education rebates as outlined in Controlled Document #1603.

- (viii) The Company will provide a written monthly report to the Union for casual and temporary employees within seven (7) working days of month end. The report will include the name of the employee, job title, hours worked per month, dates that the employee worked per month and hours worked year to date.
- (ix) With the exception of Articles 2, 4, 5, 8.01, 8.02, 8.10, 8.11, 8.12, 8.13, 8.15, 8.17, 8.18, 8.21, 11, 12.02, 17.14 and Appendix B converted to an hourly rate, no other provision of the Collective Agreement shall apply to casual employees. The grievance procedure is only applicable to the aforementioned articles.
- (x) Seniority for casual employees will be calculated on an hourly basis and will be prorated based on the number of hours worked in the year versus full time regular hours. Seniority for casual employees will be calculated on an annual basis and reported to the Union.

ARTICLE 18. GRIEVANCE PROCEDURE

18.01 The Union will advise the Company of three (3) regular employees selected as members of a Grievance Committee and this Committee shall act regarding the interpretation or a violation of this Agreement. For each member it appoints, the Union may also appoint an alternate to act in the absence of the regular member. The Company shall cooperate in endeavouring to place the chairperson of the Grievance Committee of the Union on steady day shift.

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

18.03 - Step 1

The employee(s) concerned in person, with or without a steward in attendance, shall first seek to settle the dispute with his/her immediate supervisor.

18.04 - Step 2

Failing a satisfactory settlement within seven (7) days after the dispute was submitted at Step 1, the employee(s) concerned in person, with or without the Grievance Committee, may submit the dispute, which shall be stated in writing, to the Activity Supervisor.

18.05 - Step 3

Failing a satisfactory settlement within seven (7) days after the dispute was submitted at Step 2, the Grievance Committee may submit the dispute, which shall be in writing outlining the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated, to the Management of the Company. Failing a satisfactory settlement or reply within seven (7) days of the submission at Step 3, the grievance may proceed to Step 4. A staff representative of the Union may be present at Step 3 of the grievance procedure.

18.06 - Step 4

- (i) Within thirty (30) calendar days after a decision was made or should have been made by the Company at Step 3, the Union will, by written notice to the Company, declare the Union's position at Step 3. Not before ten (10) calendar days and not later than thirty (30) calendar days following the Union's declaration, the Union may, by written notice to the Company, refer the dispute to arbitration.

Within ten (10) calendar days following receipt of such notice, the Company and the Union shall select one arbitrator from the following panel of Arbitrators:

1. C. Bell
2. S. Lanyon
3. D. Larson
4. D. McPhilips
5. V. Ready
6. C. Sullivan

The selection of an Arbitrator shall be by alphabetical order from the panel if available to act. The selection of an Arbitrator for the next arbitration shall commence with the next name in alphabetical sequence. If the parties cannot mutually agree upon an Arbitrator within ten (10) calendar days, the appointment shall be made by the Minister of Skills, Training and Labour of the Province of British Columbia, upon request of either party.

The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the Arbitrator.

The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) calendar days following the arbitration render his/her decision.

- (ii) (a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, V. Ready, or a substitute agreed to by the parties, shall at the request of either party:

- (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five days from that date, time does not run in respect of the grievance procedure.
- (b) In the event the party named in Marginal Paragraph 18.06 (ii)(a) is unable to act on any occasion, a substitute shall be selected from the list of Arbitrators in Marginal Paragraph 18.06(i), such selection to be made in accordance with the provisions of that Article.
- (c) A party may elect to proceed under this Article or apply to the Labour Relations Board under Section 87(1) of the Labour Relations Code, but not both, with respect to any dispute.
- (d) An application under Marginal Paragraph 18.06(ii) may only be made by a party during the ten (10) day period following the Union's declaration at Step 3.

18.07 If a dispute is not submitted under Step 1 within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence of the act or decision giving rise to the dispute or is not advanced to the next steps under Steps 2 and 3 within seven (7) days or the Union does not declare its position within thirty (30) calendar days or does not refer the dispute to arbitration within thirty (30) calendar days of its declaration, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

Where an application has been made by the Company or Union to the Labour Relations Board under Section 87(1) of the Labour Relations Code of British Columbia for assistance in the settlement of a dispute, and, if such dispute is referred back to the parties by the Labour Relations Board, the

Company or Union may, by written notice to the other party, refer the dispute to arbitration. If the dispute is not referred to arbitration by the party making such application within thirty (30) days of receipt of such notice from the Labour Relations Board, the dispute shall be considered to be abandoned.

18.08 The Company shall have the right to submit any dispute regarding the interpretation or a violation of this agreement in writing to the Grievance Committee of the Union. Failing a satisfactory settlement within seven (7) calendar days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to arbitration in accordance with this Article.

18.09 The Union shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Company at Step 3 where:

- (i) There is no aggrieved employee or employees possible of identification at the time the dispute arose, or
- (ii) The grievance involves Company policy, in which case the grievor or grievors possible of identification shall be named on the face of the grievance form, or
- (iii) The grievance involves a selection under the Job Posting Process where the posting is to another area outside the jurisdiction of the employee's immediate supervisor.

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

18.11 In this Article any reference to “days” shall mean days exclusive of Saturdays, Sundays and statutory holidays and any reference to “calendar days” shall mean days inclusive of Saturdays, Sundays and statutory holidays.

18.12 If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, he/she must first receive permission from his/her immediate supervisor. Such permission will not be unreasonably withheld.

ARTICLE 19. RATE PROTECTION

19.01 In the case of “red circled” employees, such employees shall receive eighty percent (80%) of the wage increase applicable to the standard for the job in which they are the incumbents until such time as the red circle differential disappears. “Red circled” employees who are fifty-five (55) years of age or over or who have had twenty (20) years of service or over on the date that any increase becomes effective shall receive the full amount of the standard increase.

19.02 Blue circling shall be applied to the current incumbents of jobs affected by job evaluation changes under the following circumstances:

- (i) The Job Group of a job is reduced as a result of the implementation of a new job evaluation plan.
- (ii) The Job Group of a job is reduced because of changes to an existing job evaluation plan.
- (iii) The salary of an employee is higher than the highest salary of a Job Group due to transition from a system providing for separately rated jobs with performance premiums above the standard salary to a system where the maximum salary levels are attained on a time basis.

Employees who are blue circled shall receive the full salary increase applicable to the new Job Group in which the job falls. Blue circle protection shall cease when an employee is

promoted to a new job the rate of which is equal to or higher than his/her salary at the time of the promotion.

If the employee's current job is evaluated upward to provide a rate equal to or higher than his/her salary at the time of the updated evaluation his/her Blue Circle protection shall cease provided the following apply:

- (i) The job is re-evaluated upwards because of a significant increase in job content. This decision will be made in accordance with the provisions outlined in the Job Evaluation Manual.
- (ii) This will not apply to jobs which the employee, Union or Company have requested for evaluation before April 1, 1977.

ARTICLE 20. TRAINING

20.01 The Company and the Union mutually recognize the importance and necessity of assisting employees to improve their skills and knowledge so that they may keep abreast of technological advances and have opportunities for advancement. It is acknowledged that both the employee and the Company have responsibilities in advancing the employee's knowledge and skills in order to meet the Company's needs in these areas.

Employees who are enrolled in training programs endorsed by the Company whether on their own time or during their regular work schedule, shall have their normal salaries maintained. Employees required by the Company to take additional training during their off-shift shall be paid at their regular equivalent hourly rate for such time spent. In order to assist older employees to adapt to technological change and to learn new methods, the Company will endeavour, whenever possible, to give older employees preference for training to assist them to compete on an equal basis for promotions and new jobs with younger employees.

20.02 In the event that employees are affected by technological change, job restructuring or an organizational change, such employees will be given prior consideration for

training to fill job openings, providing that such employees have the necessary ability to do the job and are willing to participate fully in the training.

20.03 The Company, recognizing the importance of maintaining a skilled and trained work force, encourages employees to upgrade their educational background, knowledge and skills by private study in the interests of career development and job enrichment to increase the individual's scope of activities in the Company.

To encourage such study, the Company will share the cost with the employee in the following categories:

1. Pay the total fee of any successfully completed course (inclusive of required text books which must be purchased separately from the academic fee) which is recognized by the Company as part of a planned program of self-development specifically designed to improve the employee's performance in their present position or prepare them for promotion. Such courses undertaken on the employee's own time must have prior approval of the function manager.
2. Reimburse one-half the fee of any course the Company deems of significant academic and/or vocational value provided the employee has successfully completed the course requirements. Such courses undertaken on the employee's own time must have prior approval of the function manager.
3. Such approvals in 1 and 2 above will not be unreasonably withheld.

20.04 When an employee, (excluding a temporary employee) is to be laid off out of line of seniority, the Company will extend a thirty (30) working day training period to prepare the employee for placement in any job occupied by another employee with less seniority subject to the following conditions:

- (i) The employee must have the basic entry level skills and the ability to acquire those skills necessary to perform the job in question within the thirty (30) day training period.
- (ii) This process will commence under Marginal Paragraph 16.06 with the employee with the least seniority in the bargaining unit provided that employee occupies an equal or lower level job group.
- (iii) The job in question will not be at a level higher than the job from which the employee was originally displaced.

At the completion of the thirty (30) day training period the Company will determine whether the employee has acquired the necessary skills to perform the job in question prior to his/her confirmation on the job. The Company will make such determination in a fair and equitable manner.

20.05 Employees who are enrolled in work related training programs required by the Company, either on their own time or during their regular work schedules, shall have their normal pay maintained for the periods taken up by such training.

ARTICLE 21. JOB EVALUATION

21.01 All jobs will be evaluated using the Trail Operations Office and Technical Job Evaluation System.

The plan is described in detail in the Job Evaluation Manual which shall form a part of this Agreement and may be amended from time to time by mutual agreement between the Company and the Union.

Jobs will be rated by a joint committee consisting of a Union committee chair and two Union representatives and a Company committee chair and up to two Company representatives. The committee will be under the chair of the Company chair.

The joint committee will have the primary purpose of evaluating all eligible jobs and will operate under the policies and procedures described in the manual.

**ARTICLE 22. MATERNITY/ PARENTAL/ FAMILY
RESPONSIBILITY LEAVE**

- 22.01** (i) An employee who is pregnant shall be entitled upon written application therefore to a leave of absence without pay of twenty (20) weeks or such shorter leave of absence as the employee may request commencing during the period of fourteen (14) weeks immediately preceding the estimated day of her delivery.
- (ii) Notwithstanding Marginal Paragraph 22.01 (i), where the actual date of delivery is later than the estimated day of delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery or such shorter period as may hereafter be permitted under the provisions of the Employment Standards Act.
- (iii) The employee shall give the Company two weeks' notice in writing of the day upon which she intends to commence her leave of absence and furnish the Company with the certificate of a legally qualified medical practitioner stating she is pregnant and giving the estimated day upon which delivery will occur, in his/her opinion.
- (iv) An employee who intends to resume employment on the expiration of a leave of absence shall so advise the Company. An employee who elects, if permitted by Statute, to shorten the six (6) week period of leave, shall give the Company one week's notice of her intention to do so and furnish the Company with the certificate of a legally qualified medical practitioner stating she is able to resume work and on her return to work the Company shall reinstate the employee to her previous position or should her former position be redundant, and notwithstanding Marginal Paragraph 16.02, provide her with alternative work at not less than her normal salary at the time her leave of absence began.

22.02 An employee who requests parental leave under this section is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave beginning,

- (i) for a birth mother, immediately after the end of the leave taken under Article 22.01 unless the Company and employee agree otherwise,
 - (a) for a birth father, after the child's birth and within fifty-two (52) weeks after that event, and
 - (b) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 22.02,
- (iii) A request for leave must,
 - (a) be given in writing to the Employer,
 - (b) if the request is for leave under subsection (i) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (iv) an employee's combined entitlement to leave under Article 22.01 and Article 22.02 (i) is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 22.02 (ii).

22.03 (i) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to,

- (a) the care, health or education of a child in the employee's care, or

- (b) the care or health of any other member of the employee's immediate family as defined below.
- (ii) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of any employee and any person who lives with an employee as a member of the employee's family.
- (iii) An employee will give notice of a request for a family leave day.
- (iv) Such unpaid leave will be considered as Company service.

22.04 Should the provisions of the Employment Standards Act with respect to Maternity Leave, Parental Leave or Family Responsibility Leave be improved, the provisions of Article 22.01, 22.02 or 22.03 will be changed to reflect the changes in the Employment Standards Act.

22.05 The period of such leave under Articles 22.01 and 22.02 shall be considered as Company service for seniority and pension purposes and vacation entitlement (but not vacation pay) only.

22.06 The Company will continue to provide medical, extended health, dental, vision care, basic group insurance, basic sick leave and long term disability coverage during the period of leave. If the employee so elects, she may continue optional life insurance by paying the appropriate premiums prior to the start of the leave.

Medical certification of disability will be required for any disability claim for periods commencing earlier than two (2) weeks prior to the expected delivery date, and for any disability claims for periods extending longer than six (6) weeks after the actual delivery date.

ARTICLE 23. WORK JURISDICTION

23.01 The Company and the Union agree that any decision as to whether a job is within or without the bargaining unit for which the Union is certified rests with the Labour Relations Board.

Where any situation arises where either the Company or the Union wishes to obtain a clarification of the status of a job pertaining to its being within or without the bargaining unit, the matter shall be the subject of discussion between the parties. Such discussions will also include matters pertaining to the most practical bargaining unit for any particular job, the status of which may be in doubt.

In any instance regarding the above, the Company and the Union may either jointly or singly apply to the Labour Relations Board for a decision in any particular case or cases.

ARTICLE 24. LEAVE OF ABSENCE FOR COMMUNITY-RELATED PURPOSES

24.01 The Company agrees to grant leaves of absence to employees subject to the requirements of the Operation and the availability of replacements for community related purposes. The granting of such leave shall be at the sole discretion of the Company. Unless the Company otherwise stipulates prior to the commencement of the leave, it shall be without pay but time on such leave shall be considered as time worked for, but only for, seniority and pension purposes and vacation entitlement. The Company shall maintain an employee's benefits under Appendix "C" during the period of such leave. Leaves under this Article shall be limited to a maximum of thirty (30) calendar days.

24.02 An employee who is elected as a member of the Legislative Assembly of British Columbia or to the House of Commons will be granted a leave of absence for a period equal to the time that he/she continues as an elected member of either body. Upon dissolution of either House by the Crown the leave of absence will be continued if the employee chooses to run for re-election but will terminate thirty (30) days after the election if the employee is not re-elected.

None of the provisions of the Agreement will apply to an employee on leave of absence pursuant to this Marginal Paragraph except that:

- (i) The term during which the employee is on such leave will be included as service for purposes of

determining the length of vacation time to which he/she will be entitled under Article 14 following his/her return to full-time employment; and

- (ii) If during the leave the employee is not entitled to have benefits accrue under any other pension plan, that time will be included as service for all purposes of the Cominco-Union Salaried Pension Plan.

ARTICLE 25. COURT DUTY AND BEREAVEMENT LEAVE

25.01 A regular full-time employee who is required to report for jury duty in Provincial Court, Supreme Court or Coroner's Court or who is subpoenaed by the Crown to appear as a witness at any proceedings in the aforementioned courts on a work day on which he/she would normally have worked, will continue to be paid his/her normal salary according to his/her existing work schedule during such periods of absence on Court Duty.

An employee who has his/her salary maintained during his/her absence on Court Duty under this Article shall claim normal jury duty pay or witness fees from the Court for the period in question and shall upon receipt of such Court Duty pay or fees, reimburse the Company for the full amount of such pay or fees.

Time paid for Court Service will be counted as hours worked for the purpose of qualifying for vacation and statutory holidays but will not be counted as hours worked in a work day or work week for the purpose of computing overtime.

25.02 On application by a regular full-time employee, Bereavement Leave with pay shall be granted in the event of death in the employee's immediate family. The maximum period of such leave shall be the first five (5) working days (the total leave cannot exceed forty (40) hours) commencing with the day following the death. "Employee's immediate family" shall mean the spouse, children, parents, step-parents, brothers, sisters, grandchildren and grandparents, mother-in-law, father-in-law, brother-in-law, or sister-in-law of an employee. While on such leave an employee will receive his/

her regular pay for each regularly scheduled working day occurring during the period of such leave on the basis of his/her normal salary. Paid leave under the terms of this Marginal Paragraph will not disqualify an employee for statutory holidays but will not be regarded as time worked for the purpose of computing overtime on a work day.

ARTICLE 26. PENSION PLAN

Early Retirement Supplement means that amount as of May 31, 1998 which is the result of multiplying the ratio that the employee's Credited Service to a maximum of thirty (30) years bears to thirty (30) by the aggregate of the monthly retirement benefits that would first be payable to the employee under the Canada Pension Plan Act as of May 31, 1998 and the benefit that would first be payable to the employee under the Old Age Security Act, Part 1 on the assumption that the employee is Age 65 and eligible for those benefits on May 31, 1998. This amount will not be paid for any month after the month in which the employee attains the Age of 65.

26.01 The Teck Metals Pension Plan Agreement, currently in effect shall form a part of this Agreement. The Company shall make available pension booklets to all employees within six (6) months of ratification.

26.02 The Pension Committee Agreement, currently in effect, shall form a part of this Agreement.

26.03 (i) Pension Formula:

The formula for calculating your monthly accrued basic pension is as follows:

0.7% of your best earnings up to the CPP earnings ceiling

Plus

1.4% of your best earnings over the CPP earnings ceiling

Multiplied by

All your years of service up to a maximum of 35 years

Plus

0.7% of your best earnings multiplied by all your years of service in excess of 35 years

Plus

A flat benefit of \$28.50 per month per year of service

The flat benefit will increase to \$29.25 per month per year of service effective June 1, 2018.

The flat benefit will increase to \$30.00 per month per year of service effective June 1, 2019.

The flat benefit will increase to \$30.75 per month per year of service effective June 1, 2020.

The flat benefit will increase to \$31.50 per month per year of service effective June 1, 2021.

- (ii) a) For an employee who retires between November 1, 2017 and May 31, 2018, the employee shall receive the current Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2018 by recomputing the Basic Retirement Benefit using a benefit rate of twenty-nine dollars and twenty-five cents (\$29.25).
- b) For an employee who retires between January 1, 2019 and May 31, 2019, the employee shall receive the current Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2019 by recomputing the Basic Retirement Benefit using a benefit rate of thirty dollars (\$30.00).
- c) For an employee who retires between January 1, 2020 and May 31, 2020, the employee shall

receive the current Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2020 by recomputing the Basic Retirement Benefit using a benefit rate of thirty dollars and seventy-five cents (\$30.75).

- d) For an employee who retires between January 1, 2021 and May 31, 2021, the employee shall receive the current Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2021 by recomputing the Basic Retirement Benefit using a benefit rate of thirty-one dollars and fifty cents (\$31.50).

26.04 The Company will pay the cost of the medical and extended health benefit coverage for an employee and the employee's spouse upon the employee's retirement, subject to the terms of the medical and extended health plans. The Company will continue to pay the cost of the medical and extended health benefit coverage for current retirees and retirees' spouses, subject to the terms of the medical and extended health plans.

26.05 Retirement Retention - Employees currently eligible for either an unreduced or reduced pension, or those who become eligible during the term of the current collective agreement, can qualify for a lump sum cash payment. To be eligible, employees must provide the Company with minimum written notice of their retirement date as listed below:

6 months notice	\$1,000
9 months notice	\$1,500
12 months notice	\$2,000

Employees who rescind their notice of retirement will no longer be eligible for the cash payment. Employees who rescind their notice of retirement will not be entitled to the cash payment at any time in the future. The total lump sum cash payment will be paid on the first day of retirement.

The lump sum cash payment will be subject to all required statutory deductions.

ARTICLE 27. GENERAL

27.01 Employees, upon request in writing, shall have their salaries deposited in any bank or credit union in Trail and District.

ARTICLE 28. BENEFITS PROGRAM

28.01 The employees' benefit program as set out in Appendix "C" shall be in effect during the term of this Agreement.

ARTICLE 29. SALARIES

29.01 Appendix "B" to this Agreement shall form part hereof and be binding upon the parties hereto.

29.02 When calculating Steps in the Salary rates in Appendix "B", Step 1 and Step 2 will be ninety-two and one-half (92.5%) percent and ninety-five (95%) percent respectively of Step 3, where Step 3 is the published salary rate plus COLA, if applicable.

ARTICLE 30. COST OF LIVING ALLOWANCE

30.01 Appendix "D" to this Agreement shall form part hereof and be binding upon the parties hereto.

ARTICLE 31. LETTERS OF UNDERSTANDING

31.01 The following Letters of Understanding shall be effective for the term of the Collective Agreement:

<u>Letter No.</u>	<u>Title</u>
1	Humanity Fund and Local Charity
5	Leave of Absence (M.P. 7.01)
6	Pay for Training/Meeting Time Outside of Normal Work Schedule
9	4 x 4 Shift Schedule
10	Crew Reduction Affecting a Solitary Employee
12	Local 9705 RRSP Plan Carrier, Agent of Record and Investment Options
14	Reduction of Staff
16	Grandfathering of 9705 Members Transferred to Local 480
18	Systems Analyst/Programmer Progression
20	Assayer Training Schedule, Analytical Services
21	Hiring of Former Employees
22	Seniority Accumulation Filling Temporary Vacancies
23	Special Training Assignments
25	Return of a Person to the Bargaining Unit
28	Application of 1974, 1987 and 2005 Strike Time
29	Overtime Meal and Allowance
30	Contracting Out
52	Pension Credits
53	Prescription Safety Glasses Rebate
54	Carryover and/or Payout of Vacation for Employees Taking Maternity and Parental Leave

LETTER OF UNDERSTANDING**BETWEEN: TECK METALS LTD.**

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

SUBJECT: HUMANITY FUND AND LOCAL CHARITY

The United Steelworkers have established a non-profit society which administers a fund called the Humanity Fund. The Company has agreed on the terms set out below, to deduct a portion of employees' wages for the Humanity Fund, and to match employee contributions (to a maximum total aggregate of ten thousand dollars (\$10,000) per year between Local 480 and Local 9705) with a donation to benefit one or more registered charities located in the Trail area.

1. Employee donations to the fund will be an automatic deduction for current and future employees. Deductions will continue unless otherwise stated by the employee to the Local 9705 Union Hall to discontinue. Employees who are members of Local 480 may donate up to two cents (\$0.02) per hour for every hour worked on a straight time basis up to eighty (80) hours per pay period, or if the employees are members of Local 9705, the two cents (\$0.02) per hour worked per month up to a maximum of one hundred and

seventy-four (174) hours per month. The Company will make the deductions from the employees pay and remit the amount to the United Steelworkers for deposit into the Humanity Fund.

2. The Company will calculate not less than quarterly, the amount donated by employees to the Humanity Fund, and will report this calculation to the Union, and the resulting matching amount the Company will distribute to one or more charities located in the Trail area (hereinafter referred to as the "Matching Amount"). The Matching Amount distributed by the Company between Local 480 and Local 9705 will not exceed ten thousand dollars (\$10,000) per year.
3. The Company and the Union will jointly determine which of the registered charities located in the Trail area will receive the Matching Amount.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

SUBJECT: LEAVE OF ABSENCE (M.P. 7.01)

For an employee on a leave of thirty (30) consecutive days or more under Marginal Paragraph 7.01, provision will be made for coverage under the following Benefit Plans:-

Medical Services Plan of	B.C.(Basic Medical)
Sun Life	(E.H.B.)
Sun Life	(Dental Plan)
Sun Life	(Group Assurance)
Sun Life	(Vision Care)
Sun Life Assurance	(Long Term Disability)

An employee on such leave will be required to pay the full cost of the premiums for these Plans. It will be the responsibility of the Union to cover the employee for salary for a term of illness not eligible for coverage under the Long Term Disability Plan.

Coverage under these Plans will continue so long as the employee meets the requirements of Marginal Paragraph 7.01, and continues to pay the required premiums. Monthly invoices will be sent to the Union. Premiums are payable on receipt of invoice.

LETTER OF UNDERSTANDING

Between: TECK METALS LTD.

 ("the Company")

AND: **UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**
(on behalf of Local 9705)

 (the "Union")

Subject: **PAY FOR TRAINING/MEETING TIME
OUTSIDE OF NORMAL WORK SCHEDULE**

From time to time, employees are requested by Teck to attend training programs or meetings, outside of their normally scheduled hours of work. The Parties have entered into the following agreement effective June 1, 1995 to address pay for training programs and meetings where the:

- a) subject matter is specific to Teck's operational needs;
- b) training is required and approved in advance by Teck; and
- c) training or meetings occur outside of the employee's normally scheduled hours of work.

Attendance at such programs scheduled outside of employees' normal hours of work will be voluntary.

1. Training Programs

Actual hours outside of the employee's normally scheduled hours of work spent in formal classroom training

programs, whether at Teck Operations at Trail or elsewhere, will be compensated at one and one-half (1.5) times the employee's standard hourly rate of pay.

2. Meetings

Where employees are requested by Teck to attend information, empowerment, productivity improvement project, or safety meetings, or accident and environmental investigations, actual hours spent at such meetings which fall outside the employee's scheduled hours of work will be compensated at one and one half (1.5) times the employee's standard hourly rate of pay.

3. Travel

There will be no compensation for time spent in travel to training programs or meetings unless the programs are more than sixty (60) kilometers from the employee's home. In such event, all travel time will be paid at straight time rates.

4. Time spent by employees attending training programs or meetings outside of the employee's normally scheduled hours of work, will be deemed not to be:

- a) time worked for the purpose of calculating overtime pay for other time worked by an employee outside of his or her normally scheduled hours of work; or
- b) a call out to work pursuant to Marginal Paragraph 17.16 of the Local 480 Collective Agreement or Marginal Paragraph 11.09 of the Local 9705 Collective Agreement.

5. The terms of this Letter of Understanding do not apply to:

- a) training programs or meetings scheduled by the Local Unions;
- b) Marginal Paragraph 19.07 and 19.08 in the Local 480 Collective Agreement;
- c) home study;

- d) voluntary enrollment in training programs initiated by individual employees;
- e) time spent repeating course content or rewriting an examination where an employee was unsuccessful in his or her first attempt;
- f) “hands on” training which occurs while the employee is working in a plant, or shutdown planning meetings (in which case time spent will be paid at regular overtime rates); and
- g) visits or attendance at other companies’ facilities.

6. This Letter of Understanding supersedes:

- a) Marginal Paragraph 19.09 in the Local 480 Collective Agreement;
- b) Marginal Paragraph 16.09, Training Assignment Item 3 in the Local 9705 Collective Agreement; and
- c) the fourth sentence of Marginal Paragraph 20.01 of the Local 9705 Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.
(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**
(on behalf of Local 9705)

(the "Union")

SUBJECT: 4 & 4 SHIFT SCHEDULE

The Company and Union agree that from time to time, a 4&4 shift schedule will be instituted and established in a work area. The recognized 4&4 shifts are defined in Document "A" (12 hour) and "B" (11.4 hours).

1. The Company can implement either of the agreed to shift schedules "A" or "B" if the duration of the schedule is six (6) months or longer.
2. The Company can implement a 4&4 schedule of either "A" or "B" for duration of less than six months by mutual agreement between the Parties. Notification to the Union of the shift schedule to be implemented will be made by Human Resources or the area supervisor. The notification will include the names of the employees involved and those employees will notify the Union of their consent.

To provide consistency of application, attached are "master documents". Document "A" outlines conditions for a 4&4 continuous operating shift consisting of a two platoon system of four consecutive days of work followed by four consecutive days of rest; each shift consisting of twelve (12) hours.

Document "B" outlines conditions for a 4&4 day shift

consisting of four consecutive days of work followed by four consecutive days of rest; each shift consisting of eleven and four tenths (11.4) hours.

When a work area institutes a 4&4 shift, it will follow within the parameters of one of these master documents.

Statutory Holidays

Section E, Item 2 of each document covers a statutory holiday which falls during an employee's rest days or during a scheduled vacation day.

Section E, Items 1, 3 and 4 of each document covers instances when a statutory holiday falls on an employee's regularly scheduled work day. Statutory holiday time and floating statutory holiday time will be scheduled and taken at 12.0 or 11.4 hours depending on the shift schedule of the employee.

A record will be kept of all work areas where 4&4 shift schedules are established.

THIS AGREEMENT made the ____ day of _____, 2012 between **TECK METALS LTD.** and the **UNITED STEELWORKERS, LOCAL 9705.**

A. Employees Covered by Agreement

The provisions of this Agreement shall apply to the incumbent(s) _____ listed in Appendix "A" and their replacement(s).

B. Term of Agreement

This agreement shall be in effect from the ____ day of _____, 2012 until _____ for _____ provided that this Agreement may be cancelled by either Party upon thirty (30) days written notice.

C. General Conditions

1. All the provisions of the Collective Agreement in effect between the Parties shall apply to the employees covered by this agreement save and except as specifically otherwise herein provided.
2. (a) With the exception of Marginal Paragraph 10.08, the provisions of Article 10 of the Collective Agreement shall not apply to employees covered by this agreement.

(b) The work schedule of each employee shall consist of an average of forty (40.0) hours per week. This shall be accomplished by a two-platoon system consisting of a schedule of four (4) consecutive days of work followed by four (4) consecutive days of rest. The average forty (40) hour week shall be accomplished by banking one (1) paid twelve (12) hour shift as a rest day every forty (40) calendar days while on the schedule. The accumulated rest days will be taken off according to mutually agreeable arrangements

between the employee(s) and the Company. Accumulated rest days may not exceed six (6) in number.

(c) The work period shall be defined as an employee's complete period of work and rest days starting with his/her first scheduled work day and concluding with his/her last scheduled rest day, that is a period of four (4) twelve (12) hour work days followed by four (4) rest days the said period is eight (8) days.

(d) Employees working on schedules established by this agreement shall be paid the appropriate shift premium to be increased proportionate with changes in the Collective Agreement. Shift assignments of less than one month shall be pro-rated.

(e) Article 13 of the Collective Agreement shall not apply to employees covered by this agreement.

D. Overtime Work

Overtime occurs when the employee is required to work more than his/her scheduled hours of work in a day as defined above or on a scheduled rest day. Where the Company changes an employee's work schedule during a work period and the employee is required to work, on the rest days of his/her previous schedule, he/she shall be paid overtime rates for those days. The new schedule will become the employee's regular schedule at the conclusion of the rest days of his/her previous schedule. Overtime shall be paid in accordance with the terms of Article 11 of the Collective Agreement.

E. Statutory Holidays

On a continuous 4&4 schedule, the statutory holidays will be observed on the calendar date on which they fall.

1. Employees will observe eleven (11) statutory holidays and two (2) floating statutory holidays. All work performed on the eleven (11) statutory

holidays shall be compensated for at two and one-half (2.5) times the base salary or one and one-half (1.5) times the base salary plus equal time off with pay subject to the needs of the operation.

2. In the event a statutory holiday falls during an employee's rest days or during a scheduled vacation, the employee will be credited with a paid eight (8) hour day. This banked time may be accumulated and scheduled off at a mutually convenient time during the calendar year. If the banked time cannot be scheduled off by May 31, the employee shall be paid a sum equal to the accumulated hours at base salary rates.

The carryover allotment for banked time will be established at thirty-six (36) hours. All hours that exceed this allotment will be paid out at the appropriate rates. If an employee has had banked time scheduled and approved, and it is subsequently cancelled at the convenience of the Company, it will be rescheduled within a twelve (12) month period.

3. When a statutory holiday falls on an employee's regularly scheduled work day, and the employee is instructed by the Company to remain at rest on that day, the employee shall receive a normal days' pay and will not suffer a reduction of hours from accumulated bank time or from any other entitlements.
4. When a statutory holiday falls on an employee's regularly scheduled work day, and the employee requests and is granted the day off, the employee will have their salary maintained for eight (8) hours. The balance of four (4) hours will be made up from employee banked time or vacation entitlements.
5. An employee who works a statutory holiday, which is also the employee's regular scheduled rest day, will bank a paid eight (8) hour day at base salary to be taken at a mutually convenient time and will be

compensated for at two and one-half (2.5) times the base salary for all hours worked.

F. Regular Vacation, Special Vacation & Special Paid Leave

Regular and/or special vacation and special paid leave will be scheduled on the basis of split or full blocks of work days, with vacation entitlement and usage being calculated and recorded in actual hours.

G. Bereavement Leave

The provisions of the Collective Agreement shall apply to employees covered by this Agreement provided that the employees will be paid for the number of scheduled working hours absent on bereavement leave.

This Agreement shall be binding upon the Parties hereto, jointly and severally and upon their respective successors and assigns.

THIS AGREEMENT made the ____ day of _____, 2017 between **TECK METALS LTD.** and the **UNITED STEELWORKERS, LOCAL 9705.**

A. Employees Covered by Agreement

The provisions of this Agreement shall apply to the incumbent(s) listed in Appendix "A" and their replacement(s).

B. Term of Agreement

This agreement shall be in effect from the ____ day of _____, 2017, until _____ for _____ provided that this Agreement may be cancelled by either Party upon thirty (30) days' written notice.

C. General Conditions

1. All the provisions of the Collective Agreement in effect between the Parties shall apply to the employees covered by this agreement save and except as specifically otherwise herein provided.
2. (a) With the exception of Marginal Paragraph 10.08, the provisions of Article 10 of the Collective Agreement shall not apply to employees covered by this agreement.

(b) The work schedule of each employee shall consist of an average of forty (40.0) hours per week. This shall be accomplished by a two-platoon system consisting of a schedule of four (4) consecutive days of work followed by four (4) consecutive days of rest.

(c) The work period shall be defined as an employee's complete period of work and rest days starting with his/her first scheduled work day and

concluding with his/her last scheduled rest day, that is a period of four (4) eleven point four (11.4) hour work days followed by four (4) rest days the said period is eight (8) days.

(d) Employees working on schedules established by this agreement shall be paid the appropriate shift premium to be increased proportionate with changes in the Collective Agreement. Shift assignments of less than one month shall be pro-rated.

(e) Article 13 of the Collective Agreement shall not apply to employees covered by this agreement.

D. Overtime Work

Overtime occurs when the employee is required to work more than his/her scheduled hours of work in a day as defined above or on a scheduled rest day. Where the Company changes an employee's work schedule during a work period and the employee is required to work, on the rest days of his/her previous schedule, he/she shall be paid overtime rates for those days. The new schedule will become the employee's regular schedule at the conclusion of the rest days of his/her previous schedule. Overtime shall be paid in accordance with the terms of Article 11 of the Collective Agreement.

E. Statutory Holidays

The statutory holidays will be observed on the calendar date on which they fall.

1. Employees will observe eleven (11) statutory holidays and two (2) floating statutory holidays. All work performed on the eleven (11) statutory holidays shall be compensated for at two and one-half (2.5) times the base salary or one and one-half (1.5) times the base salary plus equal time off with pay subject to the needs of the operation.

2. In the event a statutory holiday falls during an employee's rest days or during a scheduled vacation, the employee will be credited with a paid eight (8) hour day. This banked time may be accumulated and scheduled off at a mutually convenient time during the calendar year. If the banked time cannot be scheduled off by May 31, the employee shall be paid a sum equal to the accumulated hours at base salary rates.

The carryover allotment for banked time will be established at 36 hours. All hours that exceed this allotment will be paid out at the appropriate rates. If an employee has had banked time scheduled and approved, and it is subsequently cancelled at the convenience of the Company, it will be rescheduled within a twelve (12) month period.

3. When a statutory holiday falls on an employee's regularly scheduled work day, and the employee is instructed by the Company to remain at rest on that day, the employee shall receive a normal days' pay and will not suffer a reduction of hours from accumulated bank time or from any other entitlements.
4. When a statutory holiday falls on an employee's regularly scheduled work day, and the employee requests and is granted the day off, the employee will have their salary maintained for eight (8) hours. The balance of three and four-tenths (3.4) hours will be made up from employee banked time or vacation entitlements.
5. An employee who works a statutory holiday, which is also the employee's regular scheduled rest day, will bank a paid eight (8) hour day at base salary to be taken at a mutually convenient time and will be compensated for at two and one-half (2.5) times the base salary for all hours worked.

F. Regular Vacation, Special Vacation & Special Paid Leave

Regular and/or special vacation and special paid leave will be scheduled on the basis of split or full blocks of work days, with vacation entitlement and usage being calculated and recorded in actual hours.

G. Bereavement Leave

The provisions of the Collective Agreement shall apply to employees covered by this Agreement provided that the employees will be paid for the number of scheduled working hours absent on bereavement leave.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

**SUBJECT: CREW REDUCTION AFFECTING A
SOLITARY EMPLOYEE**

To minimize disruption due to displacement of employees during a crew reduction, the Parties agree to the following procedure:

When a single employee is facing crew reduction, the Company will review assignments of casual and temporary employees together with the skills of the employee affected by the crew reduction and determine if duties can be combined to establish a permanent assignment or a temporary assignment over six (6) months in duration within that employee's Skill Family.

The determination will be done in a fair and equitable manner and the assignment subject to agreement by the Union (which agreement shall not be unreasonably withheld).

An employee affected by this procedure will be rate protected in accordance with Marginal Paragraph 19.01, if applicable, and will be required to accept the assignment.

If the Company determines that no opportunity for a placement exists, or at the conclusion of a temporary placement arising from this letter, the crew reduction will proceed in accordance with the applicable articles of the Collective Agreement.

This letter will not apply when simultaneous crew reductions affecting more than one employee are being implemented.

This letter may be cancelled by either Party upon thirty (30) days written notice.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the “Company”)

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the “Union”)

**SUBJECT: LOCAL 9705 RRSP PLAN CARRIER, AGENT
OF RECORD AND INVESTMENT OPTIONS**

The Company and the Union appreciate the need for both of them to be supportive of the insurance carrier, agent of record and available investment options involved in the administration of the Group RRSP. The Company and the Union will discuss on a regular basis any problems, which may arise respecting the services provided by the carrier or agent of record and available investment options.

Furthermore, this matter will be a discussion point on the agenda of the joint yearly pension review and the carrier, agent of record or available investment options will be changed if requested by the Company or the Union, provided there are sufficient documented problems with the carrier, agent of record or available investment options to warrant the change.

If there is a disagreement as to whether the problems warrant changing the carrier, agent of record or investment options, the matter will be referred for a binding decision to one of the arbitrators named in Article 18.06.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the “Company”)

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the “Union”)

SUBJECT: REDUCTION OF STAFF

This letter is to record the Company’s policy in regard to the reduction of staff at Kimberley and Trail Operations.

Initiatives to improve our effectiveness may result in reductions of both our Management staff and our Office and Technical staff. In carrying out such initiatives, it is not our intent to cut Office and Technical staff either by virtue of shifting Office and Technical staff to Management staff along with their work or by virtue of shifting job duties of Office and Technical staff to Management staff, thereby maintaining Management staff at the expense of Office and Technical staff.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

**SUBJECT: GRANDFATHERING OF LOCAL 9705
MEMBERS TRANSFERRED TO LOCAL 480**

In the event that any Local 9705 member is transferred into Local 480 by order of the Labour Relations Board, Local 9705 members shall retain the following benefits:

1. Salaries at the time of transfer shall be maintained. However, any future wage increases will be used to offset the difference between the salary and the appropriate rate of pay in the Local 480 bargaining unit.
2. All accumulated sick time up to the date of transfer shall be honoured by the Company. Coverage after the date of transfer shall be subject to the Local 480 Collective Agreement after all accumulated sick days under the Local 9705 Agreement have been exhausted.
3. All employees transferred to the Local 480 bargaining unit will be grandfathered under the Local 9705 pension plan. Service shall continue to accumulate for the purpose of calculating benefits as defined in the plan.

4. Any employee transferred to the Local 480 bargaining unit shall receive the following remuneration:
 - (i) Salary at the time of transfer divided by one hundred and seventy-four (174) hours shall equal an hourly rate.
 - (ii) The above hourly rate shall be multiplied by one hundred and seventy-four (174) hours resulting in a frozen salary.
 - (iii) When the standard hourly rate for the job as evaluated under the Local 480 Job Evaluation System plus any floating COLAS equals the frozen salary in (ii) above, the employee shall be transferred to the Local 480 rate.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the “Company”)

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the “Union”)

**SUBJECT: SYSTEMS ANALYST/PROGRAMMER
PROGRESSION**

The following progressions are intended to provide opportunity and advancement to employees leading to a senior level of expertise as Systems Analyst/Programmers and Senior Systems Analyst/Programmers.

CONTENTS OF THE PROGRESSIONS

The progressions consist of two tiers:

TIER I from Trainee to the job of Systems Analyst/
Programmer followed by:

TIER II from Systems Analyst/Programmer to the job
of Senior Systems Analyst/ Programmer

ENTRY TO THE PROGRESSIONS

Employees will enter the progressions in accordance with Article 16.01 of the Collective Agreement.

MOVEMENT THROUGH THE PROGRESSIONS

Trainees with a Diploma in a relevant discipline from a recognized Technical Institute will progress as follows:

Start at the Technician Starting Schedule (Appendix B)
at Job Group 23 - 2

After six (6) months to Job Group 24 - 2

After another six (6) months to Job Group 24 - 3

After a further six (6) months, entry into Tier I and Job Group
28 - 3

Trainees with a University Degree in a relevant discipline will
start at this Tier I level and progress as follows:

TIER I

Start at Job Group 28 - 3

After one (1) year to Job Group 30 - 3

After another year to Job Group 32 - 3

After another year to Job Group 34 - 3 and status as a
Systems Analyst/Programmer *

After a two (2) year term as a Systems Analyst/Programmer,
employees will advance to Tier II, pending satisfactory
performance as follows:

TIER II

Start at Job Group 35 - 3

After one (1) year to Job Group 36 - 3

After another year to Job Group 37 - 3** and status as a
Senior Systems Analyst/ Programmer (** or the job group as
determined through job evaluation)

ADVANCEMENT INTO TIER II

*Upon obtaining Systems Analyst/Programmer status,
expectations for advancement to Tier II, will be clearly
communicated to the employee. Performance evaluations
through objective setting and feedback will occur. Both
the employee and supervision will contribute input into
the performance evaluations. The Company makes a

commitment to provide as much exposure to courses and on-the-job experience as possible.

At the end of the two (2) year term, a decision will be made by the Company, in a fair and equitable manner, as to whether the Systems Analyst/ Programmer has the necessary skills to advance to Tier II, or if not, remain at the current level in Tier I for one (1) year and be provided further opportunities to learn and demonstrate skills in order to advance.

Further reviews will be held during the extension period at the request of either supervision or employee, but not earlier than three (3) months from the original decision.

If, at the completion of the extension, the employee continues to be unsuccessful in advancing, and has been provided opportunities, he/she will be retained at the Systems Analyst/ Programmer level. This will not preclude the employee from applying for posted vacancies or requesting that his/her job duties be subject to joint job evaluation.

The Union reserves the right to grieve such decisions.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**
(on behalf of Local 9705)

(the "Union")

**SUBJECT: ASSAYER TRAINING SCHEDULE,
ANALYTICAL SERVICES**

Effective June 1, 2005, the Assayer Training Program will be established. The duration of the program is expected to be twenty (20) months and consists of both theoretical and practical components. The purpose of the program is to ensure the Analytical Services Department has qualified Assayers through the successful completion of both practical and written examinations.

The practical component provides experience in the various sections of Analytical Services. The theoretical component may consist of the BCIT Assayer Training Program modules.

Practical Training

The incumbent will gain experience in Classical Wet Chemistry, Fire Assaying and two instrumental lab areas of Analytical Services within a twenty (20) month time frame. The Company will notify the Union in writing on the date when the Trainee has started and completed each section of the practical rotation. The Company will target that time spent on such training sequences will not exceed three (3) weeks beyond the original allotted time period.

Theoretical Training

In consultation with the Union, the Company will determine which modules are required by the Trainee, based on the Trainee's education and equivalent work experience.

Assayer Trainee material will be ordered and supplied by Teck Metals Ltd. upon entering into the program.

The employee will be required to enter into an agreement with the Company regarding reimbursement conditions.

The Company and the Trainee will notify the Union in writing on the date the Trainee has started and completed each training module.

The Company and Union agree to the following progression for Assayer Trainees. The Company will place the employee on the progression commensurate with their relevant education and work experience.

Start at Job Group 25

On successful completion of the first Module, move to Job Group 27

On successful completion of the second Module move to Job Group 28

On successful completion of the third Module move to Job Group 29

On successful completion of the last Module move to Job Group 31

Notwithstanding Articles 16.01 and 16.02 of the Collective Agreement, once a Trainee has successfully completed the third Module and three (3) practical rotations, he/she may be assigned to a vacancy, with the agreement of the Union, (which agreement shall not be unreasonably withheld). The Trainee will complete their practical and theoretical training as per the above progression. If there is more than one Trainee available when a vacancy occurs, this assignment will be based on seniority. Once this initial assignment occurs, any further movement will be in accordance with Article 16 of the Collective Agreement.

Trainees are not eligible for temporary assignments until they have completed all theoretical modules and all practical training rotations.

The Trainee will be required to sign a Letter of Commitment prior to starting the Assayer Training Program.

**ASSAYER TRAINING SCHEDULE, ANALYTICAL SERVICES
COMMITMENT FORM**

I, _____,

Employee No. _____

Fully understand the Assayer Training Schedule and am committing myself to follow and complete this program as per Letter of Understanding No. 20. Should I not complete the Assayer Training Schedule within the required timeframes, I realize that the Company may remove me from the Assayer Training Schedule and place me in accordance with the terms of the Collective Agreement.

I agree that BCIT will provide Teck Metals Ltd. with progress reports on each of the assigned modules.

I have read and understand Letter of Understanding No. 20.

Employee's Signature

Date

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
(on behalf of Local 9705)**

(the "Union")

SUBJECT: HIRING OF FORMER EMPLOYEES

This letter outlines the procedure for hiring former employees who are not on the active regular employee rolls, when permanent or temporary vacancies are posted.

If it has been established by the job posting process set out in Marginal Paragraphs 16.01 and 16.02 of the Collective Agreement, that there is no employee with the necessary qualifications for a permanent or temporary job vacancy covered by the Collective Agreement, then the following order of preference will apply for applicants who are former employees and who meet the requirements of Marginal Paragraph 16.01 (ii).

1. Former employees with recall rights under Marginal Paragraphs 17.09 and 17.10
2. Former laid off regular employees who were laid off during workplace restructuring from January 1, 1992 to May 31, 1999 will be granted rights under this item 2 for the term of the current Collective Agreement, provided they have service on the

Casual or Temporary employee rolls, either broken or continuous, during the immediate two (2) year period prior to the posting date, and have not accepted permanent employment elsewhere.

3. All other casual employees will have rights under item 2 if they have service on the casual or temporary employee rolls, either broken or continuous.

It is understood that the seniority of the above-noted former employees is not a factor under item 2 in determining selection for the job.

Onus for submitting an application for the vacancy lies with the former employees.

The Company shall not be required to consider applications from former employees after a period of two calendar weeks from the closing date of the posting.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

**SUBJECT: SENIORITY ACCUMULATION FILLING
TEMPORARY VACANCIES**

Where a person is hired to fill a temporary vacancy and establishes seniority under Article 17.01 and regular employee status under Article 17.13, he/she will not have bumping rights under Article 16.06 (i) but will be laid off at the completion of the temporary assignment in accordance with Articles 17.08, 17.09 and 17.10.

Should the vacancy assume permanent status and if the person was selected under Marginal Paragraph 16.02 to fill the vacancy, Article 16.13 will apply.

Notwithstanding paragraph 1 of this letter, the above does not pertain to former employees with recall rights as defined in Article 17.10.

The Company agrees it will not unreasonably deny a person hired to fill a temporary vacancy from attaining regular employee status in accordance with Article 17.13.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

SUBJECT: SPECIAL TRAINING ASSIGNMENTS

The Company and the Union recognize that due to a lack of Education, Skills or Experience, there are certain long service employees who, when coming under the provisions of Article 20.02, may not be successful in the bumping process under Article 16.06, and may face lay off out of line of seniority. The Company and the Union further recognize that for such employees Article 20.04 may not be sufficient to assist the employee to maintain employment with the Company.

In order to assist these employees, the Company and Union agree as follows:

1. Before an employee is eligible for the provisions of this Letter of Understanding, the Company and the Union must first mutually agree that the employee is an employee who may be laid off out of line of seniority and may not have sufficient Education, Skills or Experience to be successful under the provisions of Article 20.04.
2. The employee must have ten (10) years or greater

seniority to be considered for the provisions of this Letter of Understanding.

3. An employee so mutually agreed to will be jointly reviewed by the Company, the Union and an independent consultant in an attempt to determine the skills, ability and aptitude of the employee.
4. The Company will select and bear the cost of the independent Consultant.
5. On the basis of the review conducted under Marginal Paragraph 3 herein, the Company, the Union and the employee will mutually agree to a job where the employee is likely to be successful. The employee may, subject to Marginal Paragraph 6 herein, bump the most junior employee in that job provided he/she has the basic skills and the aptitude to learn the job.
6. In all cases an employee being placed in a job pursuant to this Letter of Understanding must have more seniority than the employee he/she is displacing, if any.
7. If a vacancy exists, an affected employee may be placed in that vacancy without regard to the job posting procedures. Upon mutual agreement between the Company and the Union, the provisions of this Letter of Understanding may be extended to any employee in the affected work area.
8. The Company and the Union may mutually agree to place an employee displaced by the provisions of this Letter of Understanding in a vacancy without regard to Article 16.
9. Articles 16.01, 16.02 and 16.06 of the current Collective Agreement will not apply to employees mutually agreed to under the provisions of Marginal Paragraph 1 herein.

10. An employee will not be entitled to the provisions of this letter more than once during the life of this Collective Agreement.
11. The Company, Union and the employee will mutually agree to a training program required to equip the employee with those skills necessary to perform the job agreed to in Marginal Paragraph 5 herein.
12. The employee must agree to participate fully in the training program contemplated in Marginal Paragraph 11 herein.
13. The Company may agree to pay fees for courses in excess of the fees contemplated in Marginal Paragraph 20.03 of the Collective Agreement.
14. At no time will any requirements contemplated by this Letter of Understanding be considered to be training required by the Company so as to make the Company liable to pay an employee for training taken on his/her time off except for those instances provided for in Letter of Understanding No. 6.
15. If an employee is unsuccessful in obtaining the skills necessary to perform the job agreed to in Marginal Paragraph 5 herein, the employee will be returned to the job he/she previously held and will be subject to the provisions of the Collective Agreement.
16. All employees affected will be rate protected under the terms of Article 19.01.

All agreements reached herein will be reduced to writing and will be endorsed by the Company, the Union and the Employee. The agreement so reduced to writing will be the sole document under which the employee's entitlements under this Letter of Understanding will be determined or adjudicated.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the “Company”)

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the “Union”)

**SUBJECT: RETURN OF A PERSON TO THE
BARGAINING UNIT**

The Parties agree that persons, who have served in a classification as defined in Appendix “A”, shall have the right to transfer into a job at the Operation commensurate with his/her qualifications, whether or not a vacancy exists during the term of the current Collective Agreement; subject to the following conditions:

- The return of the person must be with the agreement of the Union (whose agreement will not be unreasonably withheld).
- The returning employee will relinquish rights under Marginal Paragraph 16.06 for any displacement of those employees on permanent roll in the bargaining unit as of the date of his/her return.
- Should the returning employee’s job become redundant, or should the returning employee become displaced, he/ she will be placed directly into the General Skills Family.

- The returning employee will retain employment security as per Article 33.03 of the Collective Agreement.
- Notwithstanding an employee's seniority or job group, an employee who has been issued notice of layoff and was on permanent roll in the bargaining unit on the effective date of the person's return to the unit will be given the opportunity to displace that person if it can be demonstrated that he/she could have continued his/her employment except for such return to the bargaining unit.
- Rate protection for the returning employee will be in accordance with Marginal Paragraph 19.01 of the Collective Agreement ("red circled").

LETTER OF UNDERSTANDING**BETWEEN: TECK METALS LTD.**

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

**SUBJECT: APPLICATION OF 1974, 1987 and 2005
STRIKE TIME**

This will confirm those circumstances under which the Company will agree to recognize the time spent on strike by employees from July 1, 1974 to October 31, 1974, from May 9, 1987 to August 28, 1987, and from July 19, 2005 to October 6, 2005 (the dates the above Local signed the Memorandum of Agreement), as service with the Company. Strike time shall not be considered as Company service for any other purpose.

1. Vacations

An employee, who commenced special or regular vacations prior to the strike and the vacation continued into the strike period, will be credited with Company service from the commencement of the strike to the termination of his/her scheduled vacations.

2. Seniority

Time on strike will be considered as Company service for the purpose of calculating an employee's Company Seniority under Article 17.01.

Summarizing, strike time is not service with the Company and, without limiting generality, it does not constitute service with the Company for such matters as pensions, probationary period, salaried employees' salary schedule progression, technological change, maintenance of rate, etc. However the Company is prepared to recognize time on strike as service with the Company for the specific situations enumerated under item 2 above. Upon the Union's agreement to this proposal, the Company will implement the provisions. If the Union does not agree to this proposal, the Company will proceed on the recognized basis that strike time is not considered as service with the Company for any purpose whatsoever.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

SUBJECT: OVERTIME MEAL AND ALLOWANCE

The Union and the Company have agreed that the following changes in conditions will apply to employees who work overtime:

1. Employees working more than two (2) hours to a maximum of four (4) hours overtime in a work day will be paid for an additional one half (1/2) hour at overtime rates in lieu of a meal break and will receive a meal allowance. In emergency or urgent situations where the length of the overtime period cannot be predicted in advance, a meal may be provided by mutual agreement according to the requirements of the job.
2. Employees working more than four (4) hours overtime in a work day will be provided with a meal.
3. Employees working more than six (6) hours overtime in a work day will be provided with a meal and a meal allowance.

4. The Company will provide a meal allowance of twenty dollars (\$20.00).
5. The Company when required will provide an appropriate meal. The Company will negotiate with local vendors to provide a list of suitable meals.

All other conditions pertaining to working overtime will continue as at present.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

SUBJECT: PENSION CREDITS

The Company agrees that Leaves of Absence for casual employment with the United Steelworkers (International) will be treated as Credited Service for the purposes of Article 8.06 (d) of the Pension Plan, provided that the following criteria are met:

1. such leaves do not exceed one year;
2. the individuals are not members of any other pension plan during the leave of absence;
3. the Union or employee pays the Company the current services costs for the pensions of the individuals; and
4. the time on the leave of absence is not credited as Credited Service until the individual returns to active employment with the Company.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the "Company")

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the "Union")

SUBJECT: PRESCRIPTION SAFETY GLASSES REBATE

Employees who regularly work in areas requiring safety glasses, and where the employee requires corrective lenses, the Company will rebate the employee up to two hundred dollars (\$200) every two (2) calendar years toward the purchase price of safety lenses and frames.

Effective January 1, 2006, the following are the terms and requirements for an employee to be eligible for the rebate:

- 1) The prescription safety glasses purchased must meet the requirements of CSA standards as per Controlled Document #3117. It should be understood that Controlled Document #3117 may require changes in order to stay abreast of technology or legislated requirements.
- 2) The safety frames must have permanently affixed side shields.
- 3) Lenses damaged in the workplace require supervisory pre-approval for replacement.

4) Contact lenses are not covered for rebate.

Employees will use Employee Rebate Form 5438 for reimbursement of prescription safety glasses.

LETTER OF UNDERSTANDING

BETWEEN: TECK METALS LTD.

(the “Company”)

**AND: UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 9705)

(the “Union”)

**SUBJECT: CARRYOVER AND/OR PAYOUT OF VACATION
FOR EMPLOYEES TAKING MATERNITY AND
PARENTAL LEAVE**

1. This letter outlines the Agreement between the Parties to allow the carryover and/or payout of vacation for employees taking Maternity and Parental leave.
2. This Agreement only applies to employees who take the full fifty-two (52) weeks of combined Maternity and Parental leave as per Article 22.02 of the Collective Agreement. Employees taking less than the fifty-two (52) weeks shall not be permitted to carryover any vacation or have any vacation paid out unless the Parties specifically agree to extend this option to the employee.
3. This Agreement only applies to regular vacation. All other vacations and paid leaves shall continue to be applied as per the Collective Agreement.
4. The combination of vacation carried over and the current year’s vacation entitlement shall not exceed

the applicable year's normal vacation entitlement. If a situation arises where an employee has a combination of carried over vacation and the current year's vacation entitlement that exceeds the year's normal vacation entitlement, the excess vacation shall be either voided (if unpaid vacation entitlement) or paid out (if paid vacation entitlement).

5. Vacation shall only be carried over for one calendar year. Any unused carryover vacation shall be paid out at the beginning of the next calendar year.
6. In the year the leave commences, eligible employees who commence their leave between January and April shall be permitted to carryover or have paid out a maximum of seventy-five percent (75%) of their vacation entitlement.
7. In the year the leave commences, eligible employees who commence their leave between May and August shall be permitted to carryover or have paid out a maximum of fifty percent (50%) of their vacation entitlement.
8. In the year the leave commences, eligible employees who commence their leave between September and December shall be permitted to carryover or have paid out a maximum of twenty-five percent (25%) of their vacation entitlement.
9. In the year the employee returns from leave, eligible employees who return from their leave between January and April shall be permitted to carryover or have paid out a maximum of twenty-five percent (25%) of their vacation entitlement.
10. In the year the employee returns from leave, eligible employees who return from their leave between May and August shall be permitted to carryover or have paid out a maximum of fifty percent (50%) of their vacation entitlement.

11. In the year the employee returns from leave, eligible employees who return from their leave between September and December shall be permitted to carryover or have paid out a maximum of seventy-five percent (75%) of their vacation entitlement.
12. In special circumstances, the Parties can mutually agree to increase the percentages listed in Sections 6 and 11 for individual employees. The intent of this is to recognize that leave can commence or the employee could return from leave at such a time that does not allow for the employee to use the required twenty-five percent (25%) of their vacation entitlement (example: employee's leave commences on January 1, 2015).
13. Employees may elect to have a portion of the applicable amount of vacation entitlement paid out and carried forward, up to the maximums listed above. For example, an employee commencing their leave in February may elect to carryover fifty percent (50%) of their vacation and have twenty-five percent (25%) paid out.
14. Where this Agreement references the pay out of vacation; vacation shall be paid out at the beginning of the next calendar year. The timing of the vacation pay out shall be determined by the Company's Pay Office.
15. Employees intending to carryover or have vacation paid out must communicate their elections prior to their leave commencing. Elections must be communicated to Human Resources.
16. As per Article 14.10, the Company continues to maintain the right to schedule vacation. In the event the vacation carried over is unable to be scheduled, the applicable vacation entitlement shall be paid out.

ARTICLE 32. TERM

32.01 This Collective Agreement shall remain in effect from June 1, 2017 until and including the 31st day of May 2022. It is specifically agreed between the parties hereto, in accordance with subsection (4) of Section 50 of the Labour Relations Code of British Columbia, that the operation of subsections (2) and (3) of Section 50 are hereby excluded and shall not be applicable to this Agreement.

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

ARTICLE 33. RESTRUCTURING

This Article 33 has three (3) sections: Workplace Flexibility, Contracting Out, and Employment Security. Each section of this Article is dependent upon each of the other sections continuing to be in effect. Should one section of this Article be found invalid or be cancelled, then this entire Article 33 will be considered invalid or cancelled.

33.01 Workplace Flexibility

This section sets out the agreement of the parties respecting the implementation of flexible use of employee skills in the workplace and applies to all permanent regular employees in the bargaining unit.

A. Temporary Assignment of Work

- (1) The Company may temporarily assign an employee as required, for a period of up to five (5) work days.
- (2) (a) If it is determined that the assignment is required and will exceed five (5) work days, the Company will offer the assignment to employees in the work area. This will be done in accordance with Marginal Paragraph 16.01. Acceptance of the assignment will be voluntary.

- (b) The Company may exclude eligible employees from these assignments if they are absent or otherwise not readily available, during the time such assignments are offered. Experience, ability, and qualifications acquired as a result of temporary assignments will not be considered for selection to posted vacancies under Marginal Paragraph 16.01 when a more senior candidate has been denied temporary assignments in the job as a result of not being readily available.
 - (c) Temporary assignments pursuant to Marginal Paragraph 33.01 (2)(a), filled by employees who have volunteered for such assignments, will not exceed four (4) months in any one (1) calendar year except by mutual agreement between the Company and the Union.
- (3) (a) If no one in the work area accepts the assignment, the Company may assign the work to any employee in the work area.
- (b) In any one calendar year, temporary assignments pursuant to Marginal Paragraph 33.01 (3)(a), will not exceed forty-five (45) work days, except by mutual agreement between the Company and the Union.
- (4) When all avenues have been exhausted to fill a temporary assignment as noted above, and the Company can identify an employee who is qualified, available, and willing, the Company can assign that employee to the temporary assignment for a period of thirty (30) calendar days.

Experience, ability, and qualifications acquired as a result of these temporary assignments will not be considered for selection under marginal paragraph 16.01, should the duties subsequently be posted as a vacancy.

In extenuating circumstances, an extension shall

be granted subject to mutual agreement by the Company and the Union.

B. Cross Training

- (1) For the purposes of this section, “Cross Training” means on-the-job training assigned by the Company based on operational needs, whereby an employee acquires the skills necessary to provide opportunities for future career advancement and short term relief on one or more jobs.
- (2) While participating in Cross Training, employees will maintain their normal rate of pay. Experience, ability, and qualifications acquired under Cross Training will be considered in applying for job vacancies. Whenever possible, Cross Training will be based upon seniority. No disciplinary action will be taken against any employee who is unsuccessful in a Cross Training assignment.

C. Skill Families

In order to facilitate the flexible use of like skills, jobs will be assigned to Skill Families. For the purposes of this section, “Skill Family” means groups of related job skills as set out in Appendix “A”, and “General Skill Family” means a pool of employees, displaced from one of the Skill Families, who are used for relief in other jobs.

D. Crew Reductions

- (1) Marginal Paragraph 16.06(i)(a) and (b) is amended to read:
 - (a) The Company will endeavour to place the employee within the Skill Family in which he/she was engaged at the time of the displacement. The displaced employee will be placed in a job occupied by a less senior employee in his/her Skill Family, commencing with the employee with the least company seniority in the Skill Family provided that

employee occupies an equal or lower level job group.

- (b) If the displaced employee is unqualified to perform any job occupied by an employee of lesser company seniority and equal or lower level job group in his/her Skill Family, then he/she will be placed under the terms of Marginal Paragraph 17.07 in the General Skill Family to relieve on other work as required.

Experience, ability and qualifications acquired as a result of such relief assignment while in the General Skill Family will be considered for selection to posted vacancies under Marginal Paragraph 16.01 when the applicant from the General Skill Family is the senior candidate.

The Company will consider all employees in the General Skill Family under Marginal Paragraph 16.01, as applicants eligible for posted vacancies. If selected, the employee will be required to accept the vacancy.

- (2) Marginal Paragraph 16.06 (i)(c) is amended as follows:
 - (c) An employee displaced to a lower job group within his/her Skill Family or to the General Skill Family will retain his/her present salary and present step progression and have his/her rate protected as provided in Marginal Paragraph 19.01. For the purposes of calculating future negotiated increases, an employee will receive rate protection based on the standard of the job in which he/she is the incumbent, or of the job he/she would have been the incumbent, pursuant to Marginal Paragraph 16.06 but for this section, whichever rate is greater. If a dispute arises, determination of incumbency will be based on an assessment of the entry level skills to perform the job, giving consideration that a reasonable familiarization

period under Marginal Paragraph 16.06(i) (e) would have been available. Displaced employees will only lose their rate protection when they acquire a permanent job in a job group equal to or greater than that from which they were originally displaced.

- (3) In cases of crew reductions leading to layoffs, employees will be crew reduced in their Skill Families and placed in the General Skill Family, after which they will be placed in the bargaining unit or laid off, according to the terms of the Collective Agreement, including Marginal Paragraph 16.06.

33.02 Contracting Out

- (1) The Company may only contract out the following work:
 - (i) construction work which cannot be done within the time frame required by the Company, by a maintenance support group of approximately 80 employees;
 - (ii) specialty work where employees with the required skills or the required equipment are not readily available;
 - (iii) (a) Peak work is defined as work which cannot be completed by employees who normally perform that work within a time frame reasonably required by the Company. Where peak work is to be performed by a contractor, such work will have defined scope and duration. While it is recognized that some work is project oriented and/ or may be lengthy in duration, the Company will not use a contractor on a continuous basis beyond the duration defined for that work. The Company agrees that employees will not be demoted within, or crew reduced from, their Skill Family, as defined in Marginal Paragraph

33.01(c), as a direct result of contractors doing peak work.

- (b) Recall and return rights contained in Article 17 will not apply where peak work is contracted.
- (c) Each Business Area Superintendent will ensure that representatives of available crews in his or her Business Area, who would have ordinarily performed work which the Company has proposed to be contracted out as peak work, will have an opportunity to discuss with the Company proposed peak work contracting out. Whenever reasonably possible, such discussion will occur prior to a contract being awarded. Each Business Area will also appoint one person to ensure that these communications take place;
- (iv) warranty work relating to systems, machinery or equipment owned by the Company. This does not include routine servicing nor the repair of damage or normal wear and tear;
- (v) work relating to the servicing or repair of leased systems, machinery or equipment. In the case of leased mobile equipment, this does not include routine servicing or the repair of minor damage;
- (vi) the acquisition of parts, supplies, systems, machinery, equipment or processes; or
- (vii) the repair or overhaul of parts, systems, machinery, equipment or processes which may be performed at a location other than the Company's Operations, recognizing that with the implementation of worker empowerment and flexibility the contracting of this work may be reduced.

- (2) Further to Marginal Paragraph 33.02 (vii), the following trade security will be in effect for the employees defined below, after June 1, 1995. This trade security is contingent on the whole of this section on contracting out being in effect.
 - (i) Employees employed in the repair and overhaul activities as set out in Marginal Paragraph 33.02 (vii), will continue to be employed in their respective Skill Families with the Company.
- (3) The Company agrees that it will notify the Union of any contractors which perform work at the Company's Operations prior to the contractor arriving on site to do such work. A representative of the Company and a representative of the Union will meet on a monthly basis to discuss any issues relating to contracting out.
- (4) The Company agrees to use its best efforts to ensure that all contractors which work at the Company's Operations will be unionized, provided unionized contractors are available in the time frame required by the Company and, in the Company's opinion, it is economical to do so.
- (5) Effective September 1, 1995, the Company will pay to the Union an amount equal to one percent (1%) of the total straight time wages paid to all employees of any non-Steelworker contractor brought on site to perform 'peak work', as defined in Marginal Paragraph 33.02 (1)(iii)(a).
- (6) The Company agrees that all contractors which perform work at the Company's Operations will be required to comply with all of the Company's and the Province of B.C.'s safety rules and regulations relevant to the work to be performed.
- (7) The Company retains the right to award contracts to any qualified bidder depending on the Company's assessment of the bids submitted as long as the selection is not contrary to the provisions of this Collective Agreement.

- (8) This Marginal Paragraph 33.02 (Contracting Out) replaces all other prior agreements or understandings related to the Company's right to contract out work, whether or not such agreements or understandings are in writing, or are established by any past practices.

33.03 Employment Security

- (1) For the term of this Collective Agreement, permanent employees on the active rolls or on authorized leave of absence on January 1, 1994, will not be laid off from their employment with the Company at its operations in Trail.
- (2) The employment guarantee contained in Marginal Paragraph 33.03 (1) is subject to the following exceptions:
- (i) temporary layoffs because of temporary shutdowns, including but not limited to vacation shutdowns, market conditions, interruption or cessation of feed supply, compliance with government orders, or force majeure;
 - (ii) layoffs of any employee hired after January 1, 1994;
 - (iii) discharge for cause;
 - (iv) layoffs due to closure or sale, or significant reduction in the operating or manning level which precedes final closure or sale of:
 - (a) the Company's operations in Trail;
 - (b) plant or plants including but not limited to Cadmium, Indium, Germanium, and Copper products within the Company's Trail Operations.
- (3) In the event the Company intends to close or sell a plant pursuant to Marginal Paragraph 33.03 (2)(iv) (b), the Company agrees that prior to such closure or sale it will:

- (i) discuss with the Union the number of employees who may be crew reduced or laid off as a result of the closure or sale, and
 - (ii) consult with the Union to explore alternatives to such crew reductions or layoffs.
- (4) The Company will give the Union a list of employees covered by this Employment Security Section.

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

INTENDING TO BE LEGALLY BOUND, Teck Metals Ltd. and the United Steelworkers, Local 9705 have executed this Agreement this 27th day of July, 2017.

TECK METALS LTD.

D.J. DeLong
Director, Human Resources

S. Green
Op. Manager, Roasting &
Sulphur Prod

E. Goss
Maintenance Manager

C. Galay
Supt., Human Resources

M. Cecchini
Supt., Employment Planning
& Dev.

D. Profili
Supt., Labour Relations

S. Manhas
Human Resources Generalist

R. Magner
Group Leader, Analytical
Services

N. Tremblay
Supt., Managerial and
Operations Accounting

**UNITED STEELWORKERS,
LOCAL 9705**

D. Lott
Staff Representative, USW

M. Mozak
President

P. Zanier

R. McKenzie

APPENDIX "A"

<u>Job No.</u>	<u>Job Title</u>	<u>Job Group</u>	<u>S.F.</u>
2457	Technician Trainee, ART	23	6
2480	Technician Trainee, Process Support & Development	23	6
2516	Systems Analyst/Programmer Trainee	23	10
5197	Technician Trainee, Process Support & Development	23	6
2517	Systems Analyst/Programmer Trainee	24	10
2531	Technician Trainee, ART	24	6
2572	Technician Trainee, Process Support & Development	24	6
5171	Clerk, Ores Handling	TBR	1
5199	Administrative Assistant, ART	24	1
5215	Technician Trainee, Process Support & Development	24	6
5664	Clerk, Raw Materials	TBR	1
0497	Office Support Clerk, Electrolytic & Melting	25	1
0498	Maintenance Clerk, Zinc Operations	25	1
0557	Clerk, Lead Smelter	25	1
2592	Assayer Trainee, Analytical Services	25	6
5036	Lead Smelter Shutdown Clerk	25	1
5145	Shutdown Clerk	25	1
5253	Administrative Assistant, Lead Shutdown	25	1
5683	Technician Trainee, ART	25	6
9717	Clerk, Roaster Acid	25	1
0583	Maintenance Support Clerk	TBR	1
0794	Technician, Analytical Services	26	6
0830	Clerk, Energy & Protective Services	26	1
1964	Clerk, Accounts Payable	26	1
3383	Employee Relations Assistant	26	1
5140	Assayer Trainee	26	6
5152	Maintenance Clerk, AMP	TBR	1
5224	Property Services Assistant	26	1
5346	Sr. Shutdown Clerk	26	1
5641	Clerk, Major Projects	26	1
5856	Knowledge Management Administrator	TBR	1

0748	Employee Development/Placement Assistant	27	1
2661	Clerk, Lead Products	27	1
2907	Technician, Analytical Services	TBR	6
2927	Technician, Analytical Services	TBR	6
5028	Clerk, Accounts Payable II	27	1
5029	ART Administrative Assistant	27	1
5046	Finance & Invoice Clerk	27	1
5172	Assayer Trainee, Analytical Services	27	6
5214	Technician Trainee, ART	27	6
5650	Clerk, Projects	27	1
5661	Maintenance Systems Technician	27	10
5666	Major Projects Cost Control Clerk	TBR	1
5679	Engineering Document Technician	27	10
5702	Shipping Clerk, GLAP	27	1
0852	Public Affairs & Energy Assistant	28	10
2519	Systems Analyst/Programmer	28	10
2608	Technician, ART	28	6
3554	Technician, ART	28	6
5205	Assayer Trainee, Analytical Services	TBR	6
5213	Accounting Clerk, ART	28	1
5233	Assayer Trainee, Analytical Services	28	6
9812	Network Technician	28	10
0576	Shipping Clerk, Fertilizer	29	1
2685	ART Technician	29	6
3566	LIMS Administrator	29	1
3600	Process Support & Development Technician	29	6
5229	Assayer Trainee, Analytical Services	29	6
5230	Environment Safety & Quality Assistant	29	1
5663	Project Systems Administrator	TBR	10
5701	Technician, Health Center	29	6
5776	Technician, Process Support & Development	29	6
0499	Plant Technician, Roaster-Acid	30	6
0671	Clerk, Traffic	30	1
0796	Technician, Analytical Services	30	6
2496	Technician, ART	30	6
2520	Systems Analyst/Programmer	30	10
2830	General Roll Pay Analyst	30	1
3484	Technician, ART	30	6
5038	Sampling Technician, Environmental Monitoring	30	6

0460	Shipping Clerk, Roaster/Acid	31	1
0461	Cost Analyst, Roaster/Acid	31	1
0624	Technician, Maintenance Support	31	1
0694	Accounting Clerk, Financial Reporting	31	1
0742	Sr. Pay Analyst	31	1
0788	Technician, Analytical Services	31	6
0790	Technician, Analytical Services	31	6
0791	Technician, Analytical Services	31	6
0870	Technician, Environmental Monitoring	31	6
0872	Technician, Industrial Hygiene	31	6
1822	Accounting Clerk, Raw Materials	31	1
2563	Technician, Analytical Services	31	6
2650	Process Control Technician	31	10
2658	Technician, Process Support & Development	31	6
3380	Technician, Process Support & Development	31	6
5009	Technician, Process Support & Development	31	6
5143	Technician, Process Support & Development	31	6
5161	Accounting Clerk, Raw Materials	TBR	1
5163	Technologist, Process Support & Development	31	6
5164	Technician, Process Support & Development	31	6
5241	Technician, Analytical Services	31	6
5244	Engineering Document Technician	31	10
5248	Document Control Technician	31	10
5647	Technician, Environmental Projects	TBR	6
5648	Technician, Process Support & Development	TBR	6
5793	Technician, Process Support & Development	TBR	6
0649	Cost Analyst, Raw Materials	32	1
0668	Buyer	32	1
0743	Staff & General Roll Pay Analyst	32	1
0786	Technician, Analytical Services	32	6
0789	Technician, Analytical Services	32	6
0808	Technologist, ART	32	6
1930	Technologist, ART	32	6
2438	Quality Systems Analyst	32	10
2472	Technologist, ART	32	6
2521	Systems Analyst/Programmer	32	10
2576	R&D Cost Analyst	32	1
2577	Data Analyst, Environmental Monitoring	32	6
2645	Sr. Technician, Environmental Monitoring	32	6
2662	Plant Technician, Lead Products	32	6
3556	Technologist, ART	32	6
4900	Plant Technician, Furnaces	32	6
5068	Technologist, Ore Characterization	32	6

5225	ART Technologist	32	6
5615	Cost Analyst, Sales Tax & Compliance	32	1
5654	Project Systems Administrator	TBR	10
0322	Cost Analyst, Materials & Metallurgy	33	1
0621	Maintenance Systems Technician	33	10
0715	Technologist, Process Support & Development	33	6
0873	Technician, Industrial Hygiene	33	6
1928	Technologist, Process Support & Development	33	6
1952	Technologist, Process Support & Development	33	6
2831	Senior ART Technologist	33	6
2908	ART Technologist	33	6
3488	Metallurgical Cost Analyst	33	1
3490	Production Cost Analyst	33	1
3546	Sr. Technician, Analytical Services	33	6
5037	Sr. Technologist, ART	33	6
5093	Technologist, E&M	33	6
5096	Technologist, GAS	33	6
5097	Technologist, Leaching	33	6
5098	Technologist, Speciality Leaching	33	6
5100	Technologist, Process Support & Development	33	6
5210	Sr. ART Technician	33	6
5345	Cost Analyst, Production	33	1
5665	Electrical Technologist Electrical Engineering	33	10
5794	Sr. Engineering Technologist	33	10
5687	Technician, Communications	TBR	6
5721	Sr. Technologist, ART	33	6
5768	Sr. Technician, Process Support & Development	33	6
5777	Technologist, Process Support & Development	33	6
0562	Process Information Support Analyst	34	10
0622	Technologist, Communications & Office Systems	34	6
0627	Sr. Mechanical Technologist, Process Support & Development	34	6
0628	Technician, Inspection Support	34	10
0707	Systems Analyst/Programmer	34	10
0803	Sr. ART Technologist	34	6
2831	Sr. ART Technologist	34	6
2974	Sr. Technician, Analytical Services	34	6
2975	Sr. Technician, Analytical Services	34	6
2976	Sr. Technician, Analytical Services	34	6
2994	Building/Stores Technician, ART	34	6
3546	Sr. Technician, Analytical Services	34	6

5047	Information Systems Support Technician	34	10
5094	Technologist, Lead Products	34	6
5095	Technologist, Roasting & Sulphur Products	34	6
5101	Mechanical Technologist, Speciality Leach	34	10
5111	Sr. ART Technologist	34	6
5255	Fabrication QA/QC Technician	34	10
5686	Environmental Coordinator	TBR	6
5767	Technologist, Process Support & Development	34	6
5770	Technician, Process Support & Development	34	6
5775	Mechanical Technologist, Process Support & Development	34	6
0620	Process/Control Network Communications Coord.	35	10
0672	Sales Tax & Customs Analyst	35	1
0785	Sr. Technician, Analytical Services	35	6
2522	Systems Analyst/Programmer	35	10
2878	Mechanical Technician	35	10
2974	Sr. Technician, Analytical Services	35	6
2975	Sr. Technician, Analytical Services	35	6
2976	Sr. Technician, Analytical Services	35	6
3376	Sr. Technician, Analytical Services	35	6
3546	Sr. Technician, Analytical Services	35	6
5011	Sr. Technologist, Process Support & Development	35	6
5078	Network Analyst	35	10
5092	Technician, Industrial Hygiene	35	6
5094	Technologist, Lead Products	35	6
5102	Technologist, Lead Smelter Ops.	35	6
5174	Process/Control Systems Analyst	35	10
5222	Sr. Technician, Analytical Services	35	6
5672	Mechanical Technician	35	10
5674	Sr. Mechanical Technologist	TBR	6
5835	NDT Technician, Level 1	35	10
2518	Systems Analyst/Programmer	36	10
5676	Sr. ART Technologist	36	6
5771	Sr. Technologist, Process Support & Development	36	6
5862	NDT Technician, Level 2	36	10
9831	Quality Officer/ Sr. Technician, Analytical Services	36	6
0618	Process/Control Systems Analyst	37	10

1045	Environmental Coordinator	37	6
1962	Sr. Process/Control Systems Analyst	37	10
2599	Sr. Systems Analyst/Programmer	37	10
2930	Sr. Process/Control Systems Analyst	37	10
5022	Operations Analyst	37	10
5212	Operations Analyst	37	10
5773	Sr. Technologist, Process Support & Development	37	6
1927	Sr. Network Analyst	38	10
3489	Sr. Mechanical Technologist	38	6
5170	Sr. Technologist, Process Support & Development	38	6
5242	Sr. Process Systems Analyst	38	10
5675	Sr. Technologist Process Support & Development	38	6
5769	Sr. Mechanical Technician, Process Support & Development	38	6
5861	Operations Analyst	38	10
5003	Sr. Mechanical Technician	39	10
5165	Sr. Process/Control Systems Analyst	39	10
5673	Environmental Coordinator	39	6
5832	Sr. Operations Analyst	39	10
0698	Data Base Administrator	40	10
5065	Sr. Operations Analyst, Windows Server	40	10
5066	Sr. Operations Analyst, JDE/Domino	40	10

SKILL FAMILY LEGEND

- 1 - Clerical I, Clerical
- 6 - Chemical Technology
- 8 - General Skill Family
- 10 - Specialty

APPENDIX "B"

Monthly Salary Rates

	<u>June 1, 2017 (2%)</u>			<u>June 1, 2018 (1.5%)</u>		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
20	4528	4651	4896	4596	4721	4969
21	4734	4858	5118	4805	4931	5195
22	4943	5076	5344	5017	5152	5424
23	5157	5296	5575	5234	5375	5659
24	5370	5516	5808	5451	5599	5895
25	5578	5732	6034	5662	5818	6125
26	5792	5949	6260	5878	6038	6354
27	6002	6164	6489	6092	6256	6587
28	6212	6378	6715	6305	6474	6815
29	6507	6681	7033	6604	6781	7138
30	6678	6860	7220	6778	6962	7328
31	6817	7000	7370	6919	7105	7480
32	6950	7137	7512	7055	7244	7625
33	7089	7282	7666	7195	7391	7781
34	7247	7443	7836	7356	7555	7953
35	7407	7608	8006	7518	7722	8126
36	7564	7768	8177	7678	7885	8300
37	7719	7931	8347	7835	8049	8472
38	7881	8090	8517	7999	8211	8645
39	8037	8251	8687	8157	8375	8818
40	8192	8414	8858	8314	8540	8991


	<u>June 1, 2019 (1.5%)</u>			<u>June 1, 2020 (1.5%)</u>		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
20	4665	4792	5044	4735	4864	5120
21	4877	5005	5273	4950	5080	5352
22	5092	5229	5505	5169	5307	5588
23	5313	5456	5744	5393	5538	5830
24	5533	5683	5983	5616	5768	6073
25	5747	5906	6217	5833	5994	6310
26	5967	6128	6449	6056	6220	6546
27	6183	6350	6685	6276	6445	6786
28	6400	6571	6918	6496	6669	7021
29	6703	6883	7245	6804	6986	7354
30	6880	7067	7438	6983	7173	7549
31	7023	7212	7592	7128	7320	7706
32	7160	7353	7739	7268	7463	7855
33	7303	7502	7898	7413	7614	8017
34	7466	7668	8072	7578	7783	8194
35	7631	7838	8248	7746	7956	8372
36	7793	8003	8425	7910	8123	8551
37	7953	8170	8599	8072	8293	8728
38	8119	8334	8774	8240	8459	8906
39	8279	8500	8950	8404	8628	9084
40	8439	8668	9125	8566	8798	9262

June 1, 2021 (1.5%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
20	4806	4937	5196
21	5024	5156	5432
22	5246	5387	5672
23	5474	5621	5917
24	5700	5855	6164
25	5921	6084	6405
26	6147	6314	6644
27	6370	6542	6887
28	6593	6769	7127
29	6906	7091	7464
30	7088	7280	7663
31	7235	7430	7822
32	7377	7575	7973
33	7524	7729	8137
34	7692	7900	8316
35	7862	8075	8497
36	8028	8245	8679
37	8193	8417	8859
38	8364	8586	9040
39	8530	8757	9220
40	8694	8930	9401

Notes:

1. Persons outside the unit, who are temporarily placed in “acting” positions in the unit, will be paid Step 1 rate of the appropriate Group.
2. Progression through the range requires six (6) months on Step 1 and one (1) year on Step 2.
3. Step 1 is approximately ninety-two and one-half percent (92.5%) of Step 3 and Step 2 is ninety-five percent (95%) of Step 3.
4. The Employer will pay each eligible employee a lump sum payment of fourteen thousand, five hundred dollars (\$14,500) to be paid on or before August 31, 2017.
5. The payment will be subject to statutory deductions.
6. Eligible employees include all regular full time employees on roll (including temporary employees) as of June 1, 2017 including persons on LTD.

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7. Casual employees who are on roll as of June 1, 2017 will also be eligible and receive a pro-rated sum based on their hours of work between June 1, 2016 and May 31, 2017.
 8. Employees who are members of the Company sponsored Great-West Life RRSP may elect to direct all or a portion of the signing bonus to their RRSP. Employees wishing to direct the signing bonus to their RRSP must inform the Pay Office of their election within fourteen (14) days of the ratification of this agreement.

1. Technician Starting Schedules

Applicable to all Technicians in Applied Research and Technology (ART), Process Support and Development (PS&D)

- Job Group 23, Step 2 – Technical/University Graduate, no work experience
- After six (6) months to Job Group 24, Step 2
- After an additional six (6) months advance to Job Group 28 (ART)/ 29 (PS&D), Step 3
- After an additional two (2) years advance to Job Group 30 (ART)/ 31 (PS&D), Step 3
- After an additional two (2) years advance to Job Group 32 (ART)/ 33 (PS&D), Step 3

Employees will follow the Technician Starting Schedule until they have completed the qualifying time at Job Group 30/31, Step 3. Upon completion of the Job Group 30/31 qualifying time, all Technician's jobs will be subject to the Joint Job Evaluation Review process for the purpose of advancement to Job Group 32/33. If the Joint Job Evaluation Review process supports moving the Technician to the Job Group 32/33 level, Technicians will be paid retro-active to the date the Technician was eligible to request evaluation.

The Company retains the right to place new employees at the appropriate level in the Schedule.

Employer retains the right to hire individuals who are not Technical School Grads.

2. Promotions

An employee who is promoted will be placed on his/her present step in his/her new job group.

Employees protected under Article 19 will, if their salary falls within the range of their new job group, be placed on standard. If the standard of their new job is still less than their current salary then they will continue to be protected to the extent their salary exceeds the standard.

APPENDIX “C”

The benefit plans described in this Appendix “C” shall be in effect during the term of this agreement. The waiting periods for benefit eligibility shall be as described in each of the sections below, except that in the case of an employee being recalled from layoff pursuant to Marginal Paragraph 17.09 within ninety (90) days of his/her layoff date, the employee will be eligible for coverage after being actively at work for one full pay period.

Effective January 1, 1997, the Company introduced a flexible benefits package. The package provides for core benefits and a flexible dollar allowance that gives the employee the option of purchasing an enhanced benefit package. The Company is responsible for establishing the flexible dollar allowance credits and all benefit dollar costs on an annual basis. The allowance of flexible dollars is intended to be sufficient to enable an employee to duplicate the package of benefits provided in the Collective Agreement as listed below. Specifically, the allowance of flexible dollars for an employee will be equal to the sum of:

- The cost of long-term disability premiums.
- Twenty percent (20%) of group RRSP contributions to a maximum of four percent (4%) of salary.
- The cost of extended health benefit premiums for option B for the employee’s family status.
- The cost of dental benefit premiums for option D for the employee’s family status,
- Government medical plan single coverage premium, if the employee elects to sell coverage due to duplicate coverage through a spouse’s employer.

Any flexible dollars not spent on benefits may:

- Be rolled tax-free to a Health Spending Account (HSA) from which an employee can pay for dental and health related expenses with pre-tax dollars
- Be rolled tax-free to an employee’s group RRSP account
- Be added to pay as taxable cash
- Purchase the following benefits:
 - Accidental Death & Disability (AD&D)

- Spousal AD&D
- Additional two units of optional life insurance
- Additional one unit of optional spousal life insurance
- Travel Insurance

1. MEDICAL PLANS

Basic medical coverage will be provided under the overall Medical Services Plan of British Columbia and coverage equivalent to the Extended Health Benefit Plan of the Medical Services Association will also be maintained. The full cost of these plans will be borne by the Company.

The Company has agreed to provide, through additions to the coverage under the Extended Health Benefits Plan, a provision to pay for acupuncture services to a maximum of one hundred dollars (\$100.00) per family member, per year, for all those employees on the payroll and their families.

2. SICK LEAVE PLANS

The benefit amounts under both the Basic Sick Leave Plan and the Long-term Disability Plan are designed to provide an employee with a guaranteed level of disability income. If an employee is also eligible for disability income through Workers Compensation, the Canada Pension Plan or similar programs, excepting veterans' pensions, the benefit amount under the Company Plans will be reduced by the amount of this other income. The Basic Sick Leave Plan will be registered with the Unemployment Insurance Commission. The full cost of the Basic Sick Leave Plan and the Long-term Disability Plan will be borne by the Company, provided however that the employees' share of the reduction in UIC premiums resulting from the registration of the Basic Sick Leave Plan will be used to offset the cost of that Plan.

(a) Basic Sick Leave Plan

An employee is eligible after three (3) months of continuous service.

Benefits are paid for ninety (90) days.*
- full salary to the extent of accumulated sick credits

- partial salary for the balance (if any) of the ninety (90) days.

Sick credits accumulate at a rate of twelve (12) days per year to a maximum of ninety (90) days. *

An employee will qualify for his/her sick credits in a current year after he/she has worked five (5) days in that year.

* If an employee had accumulated more than ninety (90) days prior to February 1, 1968, he/she is eligible for full salary benefits to the extent of that accumulation.

The amount of partial salary is related to service:

3 months to 5 years - 40% of salary

5 to 10 years - 50% of the first \$2,000 and 40% of balance

Over 10 years - 60% of the first \$2,000 and 50% of balance.

The minimum benefit is the greater of one hundred and fifty dollars (\$150)/month for single and two hundred and fifty dollars (\$250)/month for married employees or two-thirds of salary up to UIC insurable earnings (maximum of one thousand, six hundred and sixty-eight dollars (\$1,668)/month in 1983).

(b) Long-term Disability Plan

An employee is eligible for benefits after three (3) months of continuous service. Benefits commence after all Basic Sick Leave benefits have been used, providing that an employee's disability meets the terms of the insurance policy.

The benefit period is related to service.

If an employee has less than ten (10) years of service, the benefit period is equal to his/her service rounded to the next full year. For example,

if an employee's service is two (2) years and one (1) month, his/her benefit period will be three (3) years.

If an employee has more than ten (10) years of service his/her benefit period will extend until he/she retires.

The benefit amount is also related to service as follows:

3 months to 5 years - 40% of salary

5 to 10 years - 50% of the first \$2,000 and 40% of balance

Over 10 years - 60% of the first \$2,000 and 50% of balance

The minimum benefit is one hundred and fifty dollars (\$150)/month for single employees and two hundred and fifty dollars (\$250)/month for married employees.

The definition of disability will be as follows:

During the first two (2) years of long-term disability payments, the disability must prevent the employee from performing the duties of his/her normal job. After that time, the disability benefit will continue only if the disability prevents the employee from performing any job for which he/she is reasonably qualified as a result of education, training or experience.

In instances where there is a disagreement with respect to eligibility for Long Term Disability benefits, the Company will refer the employee to an Independent Medical Examination (IME) with a medical specialist prior to a final assessment of that employee's eligibility for Long Term Disability payments. The specialist contracted to assess the employee will be mutually agreed to by one designated representative from each of the Union and Company. Should mutual agreement not be reached, the parties rights will revert

to the applicable provisions in the Collective Agreement. Cost of the IME will be borne by the Company. Findings of the IME will be binding and accepted by the Company and Union as to the final determination of the employee's eligibility for benefits.

An employee who has become entitled to benefits under this Paragraph 2 will be entitled to increases related to increases in salary during the term of this Agreement.

The Company will make arrangements with the insurance carrier for the withholding of Income Tax from the benefit payments.

3. GROUP LIFE INSURANCE

Eligibility

All full time employees are eligible on employment. Coverage for new employees becomes effective on the first day of the month coincident with or next following the date of hire. Beneficiaries are as recorded with the Company.

Basic Coverage

An employee's basic coverage life insurance is an amount equal to his/her current annual salary rounded to the next higher one thousand dollars (\$1,000) if not already a multiple of one thousand dollars (\$1,000). The entire premium for this coverage will be paid by the Company.

Optional Coverage

An employee may purchase additional insurance equal in amount to his/her Basic Coverage. This additional coverage is optional, with the monthly cost to the employee, per one thousand dollars (\$1,000) coverage, being the average cost of all coverage as determined by claims experience.

Revisions to Optional Coverage

Optional Coverage may be cancelled effective the last day of any calendar month, provided sufficient notice is given. Where an employee chooses not to participate when first eligible, or where, after a period of participation an employee cancels and at a later date wishes to again participate, evidence of insurability satisfactory to the insurer will be required.

To change his/her coverage, an employee must contact the Personnel function of the Company and arrange to complete the appropriate authorization card.

Revisions Related to Salary Change

Revisions related to salary change are effective on the first of the following month. When an employee's Basic Coverage is so revised, the Optional Coverage is revised accordingly.

Coverage for Retired Employees

Coverage for retired employees is related to final earnings, i.e. a percentage of active Basic Coverage. The monthly premium for this basic coverage shall be paid by the Company. Optional Coverage is not available for retirees.

The levels of insurance after retirement are as follows:

Age	Percentage of Pre-retirement Basic Coverage
Retirement to 64	100%
65	80%
66	70%
67	60%
68	50%
69	40%
70 and over	30%

Certificates of Insurance

Each employee will receive a Certificate describing the coverage.

Extended Coverage on Disability

Should an employee, prior to age sixty (60), become disabled under the terms of the Policy and be unable to work for a period exceeding six (6) months, the employee's Basic Coverage will be continued subject to normal retirement reductions. In addition, the employee's Optional Coverage will be continued without payment of premium until retirement, as long as the employee provides regular proof of continuing disability.

4. DENTAL PLAN

The Company will provide, at Company expense, a Dental Plan which will provide for the payment of one-hundred percent (100%) of the basic services, commonly referred to as Plan "A", and for the payment of eighty percent (80%) of the dental services commonly referred to as Plan "B". Effective June 1, 2010, the payment amount for Plan "B" will increase to eighty-five percent (85%).

The Company will provide, at Company expense, a Dental Plan which will provide dental services, commonly referred to as Plan "C", to a lifetime maximum of two thousand five hundred dollars (\$2,500) per family member. This maximum level shall only apply for dental work carried out on or after the effective date. Employees and their dependents will be eligible for coverage on the first of the month following six (6) months of continuous service. Dependents to be covered are the employee's spouse and unmarried dependent children under age twenty-one (21) residing in British Columbia or unmarried dependent children under the age of twenty-five (25), provided they are enrolled in an educational institution on a full-time basis.

Participation in the Plan is compulsory for all employees with the exception of an employee already covered as a dependent under a group dental plan providing at least equal benefit through the employee's spouse or parent. In such cases participation shall be waived provided that satisfactory evidence of the other plan is provided to the Company.

5. GROUP RRSP

The Company will establish a Group RRSP, to be effective May 1, 1989, which will provide for basic employee contributions of 1%, 2%, 3% or 4% of base rate earnings for hours worked and for matching Company contributions of twenty (20) cents for each dollar of basic employee contributions. The Company contributions will be added to employee earnings and deducted with the employee's contributions.

Additional employee contributions will be allowed up to the Revenue Canada limits. It will be the responsibility of each employee to insure that his/her RRSP limit is not exceeded.

The plan will be arranged with an authorized carrier. It will provide for one or more investment options and, if applicable, periodic transfers between the options. Employee statements and tax receipts will be provided directly by the carrier.

6. VISION CARE PLAN

The Company will establish a Vision Care Plan which will reimburse each employee and each eligible dependant for his or her expenditure for prescription eye glasses, contact lenses, eye examination and laser eye surgery to a maximum reimbursement of three hundred dollars (\$300) every two (2) calendar years.

Where no benefit claim is made during the two (2) calendar years, the unused three hundred dollars (\$300) can be carried over. The maximum benefit that can be accumulated at any time shall be six hundred dollars (\$600).

Employees and their dependants will be eligible for coverage on the first of the month following six (6) months of continuous service. Dependants to be covered are the employee's spouse and unmarried dependent children under the age of twenty-one (21) residing in British Columbia or unmarried dependent children under the age of twenty-five (25), provided they are enrolled in an educational institution on a full-time basis..

7. HEALTHY LIFESTYLE ACCOUNT

The Company will establish a Healthy Lifestyle Account (Personal Spending Account) for regular full-time employees, which will reimburse each employee for eligible expenses promoting wellness and a healthy lifestyle, to a maximum reimbursement of three hundred dollars (\$300) every benefit year.


Any amount remaining in your Healthy Lifestyle Account at the end of one benefit year will be carried forward and may be used to reimburse eligible expenses incurred in the following benefit year. Credits that are carried forward from one benefit year to the next will be lost at the end of the second benefit year if not used by then.

The benefit year is from June 1 to May 31 of the following calendar year. Employees will be eligible for coverage on the first of the month coincident with or following the date of hire. If coverage starts after the commencement of the benefit year, the account is pro-rated to the month in which you become eligible for this benefit.

APPENDIX “D”

COST OF LIVING ALLOWANCE

1. Each employee covered by this Agreement may receive a Cost of Living Allowance (COLA) during the term of this Agreement as hereinafter provided.
2. The Cost of Living Allowance shall be based on the Consumer Price Index (all items---base 1961 equals 100) published by Statistics Canada (hereinafter referred to as CPI).
3. The Cost of Living Allowance shall be equal to one (1) cent for each 0.35 point rise in the CPI as hereinafter determined counting as a full cent any fraction of one-half (1/2) cent or more.
4. The Cost of Living Allowance shall only be paid for hours actually worked and shall not be included in the calculation of overtime rates, vacation and statutory holiday pay, incentive plans or other premiums or benefits.
5. For the measuring period commencing December 1, 2021 up to and including February 28, 2022, the amount of COLA will be determined by the difference between the CPI for November 2021 and the CPI for February 2022 and shall become payable from March 1, 2022 to May 31, 2022. The COLA will be based only on the percentage amount by which the CPI exceeds six percent annualized for the calculation period defined as the difference between the CPI for November 2021 and the CPI for February 2022. The COLA payment will be rolled into the standard salary rates on May 31, 2022.
6. In the event that the CPI declines, only the Cost of Living Allowances which have not been incorporated into the standard salary rates will be subject to reduction.
7. In the event that Statistics Canada does not issue the CPI on or before the beginning of the periods referred to in Clause 5, any pay adjustments required shall be made at the beginning of the first pay period after publication of



the CPI and shall be retroactive to the commencement of the appropriate period. In the event that a retroactive adjustment is made by Statistics Canada to the CPI it is agreed that the paid allowance to the employees will not be adjusted retroactively.

8. The parties to this Agreement agree that the continuance of the Cost of Living Allowance will depend upon availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for November, 1978. If Statistics Canada changes the form or basis of calculating the CPI, the parties shall attempt to determine an appropriate index figure by agreement. If agreement is not reached the parties agree to request Statistics Canada to make available for the life of this Agreement a monthly CPI in its present form calculated on the same basis as the index for November, 1978.

