

Collective Agreement

U.S.W. Local 480

THIS AGREEMENT is effective on the 1st day of June 2008.

BETWEEN: TECK COMINCO METALS LTD.

("the Company")

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

LOCAL 480

("the Union")

WITNESSETH AS FOLLOWS:

ARTICLE 1. EMPLOYEES COVERED BY THE AGREEMENT

- 1.01** The word "employees" as used in this Agreement means all employees in the crafts, departments or plants at the Trail and District Operations of the Company, except persons excluded by the Labour Relations Code of British Columbia, research department, drafting office, technicians, office staff, and security guards.
- 1.02** Words importing the masculine gender shall include the feminine.
- 1.03** The word "person", where used in this Collective Agreement, indicates someone who is not an "employee" as defined in Marginal Paragraph 1.01.

ARTICLE 2. UNION RECOGNITION

- 2.01** The Company recognizes the Union as the exclusive representative, for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of employees employed at the Company's smelters, chemical and fertilizer plants, and all other plants of the Company located at Trail and District and the Company will continue so to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

- 2.02** If requested by an employee, and if reasonably available, an employee has the right to have the appropriate Union representative(s) present:
- (i) One representative any time step discipline is given to the employee,
 - (ii) One representative 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,
 - (iii) Two Union Representatives may be present during meetings requiring the presence of the employee, where a representative of the Company's Industrial Relations department is present or during meetings requiring the presence of the employee, where there is a suspension pending investigation or the discharge of an employee.
 - (iv) Upon prior approval by the Company, the Union may have a second Union Representative present at a meeting for training purposes where the purpose is to train a Shop Steward.
- 2.03** Following the discipline, suspension or termination of an employee, the Company will provide prompt written notification to both the employee and the Union regarding the reasons for such actions.

ARTICLE 3. TERM OF AGREEMENT

- 3.01** This Collective Agreement shall remain in effect from June 1, 2008 until and including May 31, 2012. 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.
- 3.02** Where the Parties are engaged in negotiations for a new collective agreement, and no agreement is reached prior to the expiry of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until the negotiations are discontinued by either Party.

ARTICLE 4. RIGHTS RESERVED TO MANAGEMENT

- 4.01** The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall be consistent with the provisions of this Agreement.
- 4.02** 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.
- 4.03** 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.

- 4.04** Subject to the requirements of operations (including necessary instruction of employees, any cases of an emergency nature, and the carrying out of research and development programs) foremen, supervisors and other persons employed by the Company but not employees as defined in this Agreement shall not repetitively perform work which is normally done by employees where qualified employees are reasonably available to do such work. This clause will not apply in cases where due to the small size of a crew, the Company considers it necessary for a supervisor to carry out some plant duties.

ARTICLE 5. NO DISCRIMINATION EITHER BY COMPANY OR UNION

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

ARTICLE 6. NO STRIKES OR LOCKOUTS

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

ARTICLE 7. UNION ACTIVITIES ON COMPANY TIME

- 7.01** No person and/or employee shall solicit membership in the Union or any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour organization activity on Company time or within the plants of the Company except to the extent expressly provided for in this Agreement.
- 7.02** The time spent by employees in performance of their duties as members of the Senior Joint Occupational Health and Safety Committee referred to in Article 9, will 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 as set forth in Marginal Paragraph 9.20.
- 7.03** 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 as set forth in Addendum "A" to this Agreement.

ARTICLE 8. LEAVES OF ABSENCE FOR UNION PURPOSES

8.01 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 four (4) employees at the same time.

8.02 The Company also agrees to grant a leave of absence, without pay, for up to three (3) years to an employee elected as an Officer in the Union. The Union must request the leave in writing and the leave may be extended on written request. Such leave of absence will be continued only so long as the employee retains his elected position in the Union.

This clause shall also apply to an employee who is appointed to fill the position of an elected Union officer who is unable to continue in his elected office. Such leave will be continued only so long as the employee retains his appointed position in the Union or if he is subsequently elected to the position.

8.03 Subject to the requirements of the operations, and upon written application if required by the Company, employees attending labour conferences, labour seminars, or labour contract negotiations shall be granted leaves of absence without pay, provided such applications are made by the Union to the Company's Human Resources Department.

8.04 The total number of days spent upon leaves of absence in accordance with Marginal Paragraphs 8.01, 8.02 and 8.03 of this clause shall be subject to the limits set out in Section 2 of Addendum "A" to this Agreement.

8.05 Time spent under Marginal Paragraph 8.02 of this Collective Agreement will be counted towards the employee's service for Company seniority, plant seniority and pension purposes only. Such time will also be considered as service for vacation entitlements subject to reductions in vacation pay as outlined in Marginal Paragraphs 20.08 and 21.02 (viii).

8.06 The provisions of Addendum "E" will be available to employees granted leave under Marginal Paragraphs 8.01 or 8.02 of the Collective Agreement. The employees on leave will be required to pay the full cost of the premiums for these plans. Coverage under the plans will continue so long as the employees meet the requirements of Marginal Paragraphs 8.01 or 8.02 and continue to pay the required premiums. Invoices will continue to be sent to the Union. Premiums are payable on receipt of invoice.

ARTICLE 9. SAFETY AND HEALTH

9.01 The Company and the Union recognizing the benefits to be gained from a safe and healthy place of employment agree that they shall cooperate in continuing and improving the measures now in effect for the prevention of accidents and the elimination of health hazards.

- 9.02** 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 personal sense of responsibility among its members.
- 9.03** The Company and employees shall endeavor to comply at all times with the Company's safety rules and the Occupational Health and Safety Regulation issued by WorkSafe BC.
- 9.04** The Company and the Union shall establish a Senior Joint Occupational Health and Safety Committee. The Committee shall consist of not more than four (4) members appointed by the Union and not more than four (4) members appointed by the Company, unless the Company and the Union mutually agree that a greater or a lesser number of members are necessary in certain situations for the more efficient functioning of the Committee.
- 9.05** The responsibilities of the Senior Joint Committee will be to:
- (i) Ensure that regular inspections are completed of the plants and areas at the Operation, including the inspection of new processes, equipment, and job procedures prior to initial operation. Union Plant Safety Representatives, Chairman, Vice Chairmen and/or Deputy Vice Chairmen 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 Plant Safety Representatives as noted in (i) will be included as appropriate;
 - (iii) Ensure that all accidents involving fatalities or disabling injuries, or accidents having potential for fatalities or disabling injuries, by employees, are investigated promptly, and recommendations for remedial or preventive action are made; and
 - (iv) Make recommendations to the Company regarding the Trail Operations' Safety Program. Changes to this Safety Program will be discussed at the Senior Joint Committee prior to implementation.
- 9.06** Minutes of all meetings of the Senior Joint 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.
- 9.07** The Senior Joint 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 Chairman shall give his 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.

- 9.08** The Union Chairman or his alternate, will have access to plant areas at any time, after receiving proper clearance for the area in question.
- 9.09** 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.
- 9.10** The Union agrees to establish an Advisory Committee to advise the Company Safety organization on accident prevention and health matters. The objectives of this Committee would be to propose and/or advise on:
- (i) Education and training programs, including special promotional programs and orientation programs for new employees;
 - (ii) New safety equipment and protective clothing;
 - (iii) Existing and proposed accident prevention regulations.
- 9.11** The Advisory Committee shall meet with senior Company Safety Representatives on a quarterly basis unless mutually agreed otherwise.
- 9.12** 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.
- 9.13** An appropriate Union Safety Representative designated by the Chairman of the Union Safety Committee, will have the opportunity to participate in a new employee's induction into plant safety and health matters. The Union agrees to designate representatives familiar with the processes and hazards of the plant concerned.
- 9.14**
- (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 shall take steps to correct the unsafe situation. If the employee cannot correct the unsafe situation, he shall immediately report it to his supervisor, and his supervisor shall then investigate promptly the unsafe equipment, condition or practice and shall take steps as appear necessary in his opinion to correct the unsafe situation.
 - (iii) If the employee is not satisfied with the decision of his supervisor, he may immediately notify his 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 supervisor, the Union Safety Representative may notify the Union Chair of the Senior Joint Occupational Health and Safety Committee, who, together with the employee and Union Safety Representative, may discuss the matter with the Production Superintendent, and, if in their opinion it is desirable, with the Operating Manager.
- 9.15**
- (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 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.
- 9.16** If the procedures outlined in Articles 9.14 and/or 9.15 fail to resolve the matter, the Employer and the Union Safety Representative will notify an officer of WorkSafeBC and request assistance.
- 9.17** 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. 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.
- 9.18** Copies of booklets on the Company's Safety Rules and Regulations will be made available to the Union and to all employees for the activities in which they are employed. A manual of information on exposure hazards and safe handling procedures for hazardous materials used in their work areas will be made available to the Union, and will be readily accessible to employees in each major work area. The Union Safety Chairman will be kept advised of pending revisions due to the introduction of new materials.
- 9.19** 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.
- 9.20** The Company shall pay for up to three thousand (3000) hours per year for time spent by employees in performance of their duties as members of the Senior Joint Occupational Health and Safety Committee.

In addition to the above hours the Company will pay one employee representative at the same wage rate of his normal work while accompanying an Accident Prevention Officer(s) of WorkSafeBC on inspections.

- 9.21** An employee who is injured on the job and is unable to continue working will have his normal standard hourly rate earnings maintained for the balance of his scheduled shift on the day of injury.
- 9.22** 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 15.01.
- 9.23** The Company and the Union agree to work jointly 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 cooperatively in the interests of the development of health protection.

ARTICLE 10. ENVIRONMENT

- 10.01** The Company and the Union affirm their joint objective of achieving a work environment in the Company's operations, and a general environment in the communities which these operations affect, which is pollution-free to the extent practical, recognizing the nature of the Company's industrial operations.
- 10.02** The Company recognizes the important role of the Union and employees in protecting the environment and creating a healthy workplace. The Company and the Union agree to work cooperatively to identify and minimize the impact of Trail Operations on the workplace and the community.

The Union will participate jointly with the Company in programs directed towards pollution prevention, environmental management and employee health protection. To that end the Union will participate in formal assessments and investigations to prevent the occurrence or recurrence of environmental and health impacts. The Company will make available all pertinent information and monitoring data to the Union upon request.

This recognizes the understandings and practices that have been implemented over several years, and reflects the intention of both Parties to work cooperatively in the interests of environment and health protection.

ARTICLE 11. PROMOTIONS, DEMOTIONS, TRANSFERS AND LAY-OFFS

- 11.01** For the purposes of this Agreement there shall be two types of seniority: Company seniority and Plant seniority. Whenever the word "seniority" is used in this Article without qualification it shall mean the total of an employee's Company seniority and Plant seniority.
- 11.02** Company seniority shall be established on the basis of the employee's service with the Company (whether broken or continuous) at the operation covered by this agreement, at the operation covered by the Kimberley agreement, and at the Bluebell, H.B., and Benson Lake operations covered by former agreements. In the event a former employee is rehired after having collected severance pay or a separation allowance from any operation of the Company, except those covered by Letter of Understanding 143 (KFO shutdown), he shall retain his original service for the purposes of vacation and pension entitlement only.
- 11.03** Plant seniority shall be established on the basis of the employee's service in a plant (whether broken or continuous). The Company may delete a seniority unit or merge two or more plants into one seniority unit. Any employee who is laid off from an individual operation and is recalled in accordance with Marginal Paragraph 11.17 shall retain the seniority held at the time of layoff.
- 11.04** In the event of a reduction of crew at a plant, the employees affected shall become surplus at the plant in the inverse order of their seniority, competency considered.
- 11.05** In the event of the deletion of a plant, an employee affected shall be deemed to have no seniority in his new plant until he has served for ninety (90) days, at which time he shall be credited with his Company seniority only. On completion of a further period of nine (9) months in his new plant, the employee shall be credited with his former Plant seniority.
- 11.06** In the event of a merger of two or more plants into one plant, an employee affected shall retain his Company seniority and his Plant seniority in the new plant.

The Company will notify the Union prior to the creation, merger or deletion of a plant.

- 11.07** (i) An employee shall not have any Plant seniority until he has been employed for ninety (90) days in the plant concerned. Crew reductions affecting employees with less than ninety (90) days Plant seniority shall be based on Company seniority.
- (ii) An employee shall not be deemed to have any Company seniority until he has been employed for ninety (90) days after he was last hired by the Company, unless he is hired within thirty (30) days following a layoff at another Company operation where the employee was laid off and did not voluntarily quit unless he was required to do so in order to accept the job as arranged with the approval of the Company, and provided he has completed his probationary period at that operation.

An employee shall not be deemed to have any seniority rights in a plant until he has been regularly employed in the plant concerned for ninety (90) days. Moreover, if an employee is re-employed in a plant having previously left it of his own accord, he shall not have any seniority rights in that plant until he has again been regularly employed in it for ninety (90) days.

This subsection shall not apply in the case of an employee brought back to work under Marginal Paragraph 11.17 of the current Collective Agreement. In a case where a cut-back in crew in a plant is made by the Company, this subsection shall not be applied so as to prejudice an employee, provided such employee has the necessary ability and efficiency, by comparison with other employees with less Company service who also have no seniority rights under this subsection.

The provisions of this section are subject to Marginal Paragraph 11.26 of the current Collective Agreement.

- 11.08** (i) In all cases of promotion, demotion and transfer, a senior employee shall be entitled to preference provided that he has the necessary qualifications, skills, knowledge, ability and physical fitness to efficiently fulfil the job requirements.
- (ii) Notwithstanding Paragraph (i) above, in cases of promotion to senior leader, operator instructor/trainer, maintenance scheduler and any other position as agreed between the Parties, a senior employee shall be entitled to preference provided that he has relatively equal qualifications, aptitudes, skills, knowledge, ability and physical fitness to efficiently fulfil the job requirements.
- (iii) Determination of qualifications, aptitudes, skills, knowledge, ability and physical fitness shall be made by the Company in a fair and equitable manner. The question of whether or not the Company made such a determination in a fair and equitable manner shall be subject to the grievance procedure.
- 11.09** An employee shall not be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another within a plant involving no change in standard hourly rate shall not be considered as a promotion or demotion for the purposes of this Article.
- 11.10** If in exceptional circumstances, an employee registers an objection to his promotion, such promotion may be given to another employee with less seniority, in which case the employee who has registered the objection may not advance to a position above the employee promoted in his stead until he has first advanced to the same level as that employee.
- 11.11** When an employee is absent from his normal job in a plant because of sickness, accident, authorized leave, or occupying another job on a temporary basis, or who was transferred at the Company's request on a temporary basis, on his return he shall be reinstated to the job he would have held had he not been absent. During such absences, Company and Plant seniority shall continue to accumulate. Should an employee later return on a permanent basis to the plant he was temporarily assigned to, he shall be credited with Plant seniority for the time he spent there on the temporary

assignment.

- 11.12** In filling temporary vacancies of less than thirty (30) days, the Company shall not be obligated to consider Company or Plant seniority, provided that the filling of such vacancies is beyond the practical application of Marginal Paragraph 11.08. Such periods of time may be extended by mutual agreement between the Company and the Union.

When filling temporary vacancies of less than 30 days outside of the seniority unit, the company will move the junior qualified employee on shift whenever practical. Temporary vacancies of less than 30 days within a seniority unit will continue to be filled without considering seniority where it is beyond the practical application of M.P. 11.08.

- 11.13** On the first occasion that an employee is transferred for reasons of health he may return to his former plant and will be given the job he would have held had he not been transferred. In the event of subsequent transfer for reasons of health, the employee may elect to return to his former plant and his former job if he has the necessary ability and efficiency and returns to his plant within eighteen (18) months of the transfer.

- 11.14** Plant seniority rights shall be recognized for a period of eighteen (18) months in the following situations:

- (i) An employee with at least five (5) years plant service who has been displaced from a plant on a reduction of crew and exercises his right to return to his plant within an eighteen (18) month period;
- (ii) An employee with less than five (5) years plant service who is displaced from a plant on a reduction of crew and exercises his right of return within a ninety (90) day period.

In applying (i) and (ii) above the employee concerned may only elect this right on the first occasion on which it is made available to him after each displacement or transfer.

An employee who is laid off under Marginal Paragraph 11.17 shall lose his right of recall to a plant.

- 11.15** The Company shall have the right to transfer any person in its employ at the Company's operations at Trail who has served in a classification of employee as defined in Article 1, to a job classification within the definition, and to assign to him a job at the Operation at which he is employed at the time the transfer is made, commensurate with his seniority, ability and efficiency, whether or not a vacancy exists, provided that no employee is demoted as a result of such transfer.

- 11.16** The Company will keep a record showing the date upon which each employee's service commenced and terminated. Any employee may request information relative to his own seniority. An employee shall have the right to review his own personnel file as kept in Personnel. The President or Secretary of the Union or the Chairman of the General Grievance Committee of the Union shall have access to an employee's personnel file for information relative to grievances or arbitration.

- 11.17** Subject to Marginal Paragraph 18.03 dealing with employment security, in the event of a general reduction of crew, employees affected shall be laid off in the inverse order of their Company seniority, competency considered; and when it is necessary to increase forces, former employees who have completed their probation periods shall be re-employed as closely as possible, in order of their Company seniority. The Company agrees that no new employees shall be hired at the operation concerned until those laid off have been recalled, except in cases where job requirements preclude those on layoff. The laid off employee is responsible for notifying the Company's Personnel representatives of changes in his postal address. Laid off employees who have complied with the foregoing procedure shall be notified by the Company, either personally or by registered mail at their last known address, of the date on which they are to report for work. Should an employee fail to report within ten (10) days of the postal registration date of the written notice, the employee shall lose the right of re-employment. In no case shall the Company be obligated to re-employ any former employee who has been laid off for a period of longer than eighteen (18) months. It is recognized that any junior employee who is kept under this clause and is later crew reduced will be laid off in favour of the most senior employee being recalled, competency considered.
- 11.18** In the event of a former employee being brought back to work by the Company at the same Operation at which he was working when he was laid off and within ninety (90) days after being laid off under Marginal Paragraph 11.17, the period of the lay-off shall be considered as time worked for the purpose of determining his Company seniority only. This adjustment shall be made immediately after he has been brought back to work.
- 11.19** In the event of a former employee being re-employed by the Company within ninety (90) days after having voluntarily quit, or after having been discharged, and his re-employment is at the same Operation at which he was working when he left the Company's employ, the period of the lay-off shall be considered as time worked for the purpose of determining his Company seniority only. However, this adjustment shall not be made until the employee has worked for ninety (90) days after he has been rehired.
- 11.20** In the event an employee is laid off, the Company agrees to give the employee two (2) weeks' written notice of layoff. An employee who is laid off without adequate notice shall receive pay in lieu thereof, and such pay shall not be considered as time worked. This clause shall not apply in the circumstances enumerated in Clause (vii) of Addendum "D", excluding "vacation shutdown".
- 11.21** The Company shall have the right to select persons to be given special experience or training in preparing them for future assignments. The number of persons on such assignment shall not exceed two percent (2%) of employees. No employee shall be demoted or laid off as the result of such assignment. The Company may also offer such special experience to employees in order to train them for jobs outside the bargaining unit.
- 11.22** This Article shall apply to indentured apprentices except that the Company retains the right to terminate an apprenticeship prior to completion of the apprenticeship program.

The decision on whether or not an apprentice who completes this program is promoted to journeyman status rests solely with the Company.

11.23 An employee who has been partially disabled as a result of an "accident" or "industrial disease" shall be given preference over other employees for any job whether or not a vacancy exists, subject to the following conditions:

- (i) Such disability is incurred in the course of employment with the Company;
- (ii) Such disability complies with the meaning of the Workers' Compensation Act of British Columbia;
- (iii) The disabled employee has the necessary ability and efficiency to perform the job; and
- (iv) The incumbent removed as a result of such placement shall have his rate of pay maintained without impairment of seniority.

The Company will advise the Union of such medical placements as they occur and provide the Union with a list of such medical placements quarterly.

The Company may extend this privilege to an employee partially disabled from any other cause.

11.24 In the case of a reduction in crew in a plant, an employee who has been continuously registered with the Company as a Shop Steward of the Union in that plant for the three (3) months immediately prior to the reduction in crew, shall not be transferred out of the plant without the agreement of the Union so long as his ability and efficiency meet the Company's requirements.

11.25 When an employee is absent from his normal job in a plant as result of an authorized leave of absence for Union duties, the following will apply:

- (i) If the absence is less than or equal to three (3) years in duration, upon returning to work the employee shall be reinstated subject to Marginal Paragraph 11.11.
- (ii) If the absence is greater than three (3) years, upon returning to work the employee shall be reinstated to the job he would have held had he returned to work as per Paragraph (i). Upon the commencement of each three (3) year period, the Company will determine the employee's incumbency and submit such in writing to the Union.
- (iii) The Company agrees to use its best efforts to ensure that Union officers, stewards and other senior Union officials 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 to enable them to become eligible for promotions which they may have missed due to their absence. Such training will be subject to the requirements of the Operations.

- 11.26** An employee shall be on probation until he has worked five hundred and forty (540) hours from his last date of hire. If an apprentice attends vocational school prior to completing his probationary period, the time spent at vocational school will not count towards the five hundred and forty (540) hours. During this period, the Company may terminate an employee for any reason, without reference to any other provisions of this Agreement. Union activity shall not be considered as a reason for discharge under this Marginal Paragraph. This clause shall not apply to an employee who is hired within ninety (90) days of severance from any former Teck Cominco Ltd. Operation and who had completed his probationary period at such Operation at the time of severance.
- 11.27** 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 and students shall not be entitled to Floating Statutory Holidays and in the case of a general reduction in crew at an operation, students shall be laid off before regular employees. In the event a student's employment on the Student Roll is terminated but he 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 for the purpose of qualifying for Floating Statutory Holidays and 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 1.
- 11.28** The Company agrees to provide the opportunity for employees to transfer from one plant to entry position jobs in another plant in the Company's operations at Trail. Selection of employees for transfer to permanent vacancies will be made in accordance with Marginal Paragraph 11.08 and Company seniority.
- (i) The Company will advertise posting windows for employee transfer requests from the first (1st) to the fifteenth (15th) day during the months of February, June and October of each calendar year. In order for employees to be considered for an entry position vacancy they must submit a transfer request form within the advertising window. The employee will be provided with a copy of the completed transfer request form.
 - (ii) Entry position vacancies occur when no employee in the plant is placed in the vacancy in accordance with Marginal Paragraphs 11.08, 11.09 and 11.10.
 - (iii) Employees with less than one (1) year of service from the date of last hire will not be eligible to apply for transfer.
 - (iv) All request transfer applications will be cancelled one (1) year after the closing date of the posting window in which it was submitted.
 - (v) Employees accepting a transfer may not apply again for one (1) year, unless that employee has ten (10) or more years of Company seniority.
 - (vi) The senior qualified employee(s) who have current transfer requests on file when a labour requisition is approved will be required to view the operations of

the plant(s) to which they have requested a transfer. The employee must either confirm their continuing interest or withdraw their transfer request following the tour.

- (vii) The Company will contact the senior qualified employee(s) who confirmed continuing interest as per Paragraph (vi) to obtain their commitment that should a vacancy arise within sixty (60) days from the date of contact that they will accept the transfer when offered. Should an employee not commit they will be deemed to have withdrawn their transfer request unless the vacancy was temporary, in which case the transfer request will remain active for permanent vacancies.
- (viii) The Company will effect such transfers within thirty (30) days from when the senior qualified employee(s) has received written confirmation of the accepted transfer.
- (ix) The Union will be notified of vacancies filled by request transfer.
- (x) The Company will not pay any plant tour or moving costs associated with a Kimberley employee's transfer request.

11.29 In order to assist with the effective deployment of the work force the following procedure shall apply.

- (i) A temporary vacancy shall be defined as a permanent job temporarily vacated for any reason including sickness, accident, vacation or other forms of authorized leave or a vacancy in a job created by the Company for a specific purpose(s).
- (ii) Temporary vacancies of less than ninety (90) days duration will be filled in the following manner:
 - (a) The Company will assign available qualified employees who have not yet established plant seniority as defined in Marginal Paragraph 11.07 (i) to fill the temporary vacancy.
 - (b) If those employees referred to in Paragraph (a) are not available, the Company may transfer an employee to any plant at its operations. The transfers will be considered a "Company request" and the provisions of Marginal Paragraphs 11.11 and 14.16 shall apply. Assignments out of the seniority unit will be done in inverse order of seniority except where specific skills or certifications are required.
 - (c) Should a temporary vacancy subsequently exceed ninety (90) days in duration, the vacancy shall then be filled as per Paragraph (iii) unless the time is extended by mutual agreement of the Parties.

- (d) Employees will receive appropriate safety orientation and instruction to ensure the work can be performed safely.
- (iii) Temporary vacancies of greater than ninety (90) days duration will be filled in the following manner:
 - (a) The Company will offer those employees with plant return rights as identified in Marginal Paragraph 11.14 the first opportunity to fill the temporary vacancy.
 - (b) If the Company is unable to fill the temporary vacancy through the application of Paragraph (a), employees with Article 11.28 transfer requests on file will be given the opportunity to transfer on a temporary basis provided that there is not more than one (1) temporary transfer in effect from the dispatching plant. The provisions of Marginal Paragraph 11.11 shall apply.
 - (c) If the Company is unable to fill temporary vacancies through the application of Paragraphs (a) & (b), the Company will assign available qualified employees who have not yet established plant seniority as defined in Marginal Paragraph 11.07 (i) to fill the temporary vacancy.
 - (d) If the Company is unable to fill the initial temporary vacancy through the application of Paragraphs (a), (b) & (c) the filling of such temporary vacancy will be entirely a matter for the Company's discretion.
 - (e) The filling of subsequent vacancies created through the application of Paragraphs (a), (b) & (c) will be entirely a matter for the Company's discretion.
- (iv) The Union will be notified of employees placed in temporary vacancies and provided with an estimate of the expected duration of the vacancy.

11.30 The Company agrees that it will endeavor to accommodate a senior employee who may wish to move to a less demanding position where such position is at a lower Job Class level to the extent that this can be done without impairing the efficiency of the Plant(s) concerned.

11.31 A person originally hired by the Company for a special assignment of work may be discharged when his 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 employees and their status. No employee shall be continued as a special assignment employee for longer than twelve (12) months. It is understood that an employee on crew reduction with rights under Marginal Paragraphs 11.13 and 11.14 and who has the required ability and efficiency will be given the opportunity for placement in the same manner as if the opening had occurred in his former plant. It is understood that employees while on special assignment shall be entitled to exercise seniority relative only to other employees hired under the terms of this provision and employed in the same special assignment of work. Should a special assignment employee become a regular employee, his time spent as a special assignment

employee shall immediately be counted towards his seniority for all purposes under this Agreement.

ARTICLE 12. PROCEDURE FOR SETTLING DISPUTES

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

12.02 Should a dispute arise between the Company and any employee or employees regarding the interpretation or a violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner. For the purposes of Marginal Paragraphs 12.03, 12.04, 12.05, 12.09 and 12.10 "work days" mean Monday to Friday, excluding Statutory Holidays.

12.03 - Stage 1

Within thirty (30) calendar days after the alleged grievance has arisen or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, in person, with or without their Shop Steward in attendance, as desired, may present the grievance, which shall be stated in writing, to their immediate supervisor. Failing settlement to their satisfaction within ten (10) work days, the employee(s) may proceed to Stage 2.

12.04 - Stage 2

Within five (5) work days from the time a decision was made or should have been made under Stage 1, the employee(s) concerned, with or without the appropriate Activity Grievance Committee of the Union, or through the appropriate Activity Grievance Committee of the Union may present the written grievance to the Plant Superintendent. The Plant Superintendent may appoint members of his staff to assist him in investigating the dispute. Failing a satisfactory settlement within ten (10) work days at this Stage, the grievance may proceed to Stage 3.

12.05 - Stage 3

Within ten (10) work days from the time a decision was made or should have been made under Stage 2, the General Grievance Committee of the Union, who may be accompanied by the Grievor, may submit the dispute, which shall be stated in writing, to the management of the Company, or the accredited representative or representatives of the management, who may at their discretion require the employee or employees concerned, and the members of the supervisory staff concerned in or having knowledge of the dispute, to appear before them and give evidence regarding the dispute. Failing a satisfactory settlement or reply within ten (10) work days at this Stage, the grievance may proceed to Stage 4. A Staff representative of the Union may be present at Stage 3 of the grievance procedure.

12.06 - Stage 4

Within thirty (30) calendar days after a decision was made or should have been made

by the Company under Stage 3, the Union will, by written notice to the Company, declare the Union's position at third stage. Not earlier than ten (10) days and not more than thirty (30) 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 will select one Arbitrator from the following panel of Arbitrators:

1. R. Germaine
2. A. H. Hope
3. J. McConchie
4. D. McPhillips
5. V. Ready
6. C. Sullivan
7. C. Taylor
8. K. Thornicroft

The selection of an Arbitrator shall be by alphabetical order. If an Arbitrator is not available to act within a period acceptable to the Company and the Union, the parties may select the next name in alphabetical sequence, until an Arbitrator is retained. The selection of an Arbitrator for the next arbitration shall commence with the next name in alphabetical sequence. If the Parties cannot mutually agree upon an Arbitrator within ten (10) 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) days following arbitration, render his decision.

12.07 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, an arbitrator agreed to by the Parties, shall at the request of either Party:

- (i) Investigate the difference,
- (ii) Define the issue in the difference,
- (iii) Make written recommendations to resolve the difference during which period time does not run in respect of the grievance procedure.

An application under Marginal Paragraph 12.07 may only be made by a Party during the ten (10) day period following the Union's declaration at Stage 3.

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

- (i) The dispute is submitted under Stage 1 within thirty (30) calendar days after the occurrence of the act, the decision giving rise to the act, or from the time an employee should reasonably have known of such an act;
- (ii) The dispute is advanced to Stages 2 and 3 within ten (10) days after a decision was made or should have been made;
- (iii) The Union declares its position within thirty (30) calendar days after a decision was made or should have been made by the Company at Stage 3;
- (iv) The dispute is advanced to arbitration within thirty (30) calendar days following the Union declaration at Stage 4.

Saturdays, Sundays and statutory holidays shall not be counted in determining the time within which any action must be taken under (ii) aforesaid, but shall be included in determining the thirty (30) calendar day period under (i) and the thirty (30) day periods under (iii) and (iv) aforesaid.

12.09 A grievance alleging unjust suspension must be presented at Stage 2 of the grievance procedure within ten (10) days of the suspension.

12.10 A grievance alleging unjust discharge must be presented at Stage 3 of the grievance procedure within ten (10) days of the discharge. The Company will notify the Union of all discharged employees on the date of discharge.

12.11 The Company shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the General Grievance Committee of the Union within thirty (30) calendar days from the time the employer should reasonably have known of the occurrence giving rise to the grievance. Failing a satisfactory settlement within seven (7) days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to arbitration in accordance with this Article.

12.12 In the meantime, and 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 an employee(s) has been discharged by the Company, he shall not remain in the employ of the Company while his case is being investigated and settled. Where an employee(s) has been suspended or discharged, and it is decided by arbitration that he or they were unjustly suspended or discharged, he or they shall be reinstated, and the same Arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the employee(s) concerned, and his decision shall be final.

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

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

ARTICLE 13. HOURS OF WORK AND WORK WEEK

13.01 The work week shall be the period between 7:00 a.m. on Sunday morning and 7:00 a.m. on the succeeding Sunday morning.

13.02 The regular days of work for all employees, except those referred to in Marginal Paragraphs 13.03 and 13.04 shall be Monday to Friday, inclusive, of each week, commencing with the first shift on Monday and terminating with the last shift which commenced on Friday.

13.03 Schedules of work shall average forty (40) hours per week over any complete cycle. The Company agrees to use its best endeavours to place as many employees as possible on schedules which provide for five (5) consecutive days of work, Monday to Friday, followed by two (2) days of rest. It is recognized that the continuous nature of the Company's operations make it impractical to implement such schedules for all employees.

13.04 It is agreed that there are a number of maintenance and service employees required to work on schedules other than 5 & 2, Monday to Friday. The Company shall determine and notify the Union of the number of such employees and agrees not to exceed this number.

13.05 The forty (40) hour work week on the seven and three continuous operation schedule shall be achieved in the following way:

- (i) An employee working each regularly scheduled shift in a twenty-eight (28) day period ("the qualifying period"), shall work the last regularly scheduled eight (8) hour shift at straight time rates, and may, at his option either bank five (5) relief hours, at straight time rates, or elect to be paid for the five (5) hours, at straight time rates.
- (ii) At the option of the employee, by notification to the supervisor at the beginning of the above noted shift, the employee may elect to receive straight time pay for the five (5) relief hours instead of banking the hours.
- (iii) Banked relief hours will be scheduled at times mutually agreeable to the Company and the employee; however, if the parties cannot agree on such a time, the Company retains the right to schedule this time. Banked relief hours shall be taken as paid time off.
- (iv) The maximum number of banked relief hours which may be earned each year under this Marginal Paragraph 13.05 is sixty-five (65). At the end of each

calendar year, any banked relief hours in excess of eighteen (18) shall be paid out at straight time rates.

- (v) The provisions of Marginal Paragraph 17.03 shall not apply to this Marginal Paragraph 13.05 except that overtime worked outside the employee's normally scheduled hours shall be paid at the applicable overtime rates.
- 13.06**
- (i) The Company and the Union shall mutually agree upon the implementation of 4x4 day shift, night shift and continuous shift schedules.
 - (ii) The 4x4 continuous shift schedule shall consist of four (4) consecutive days of work followed by four (4) consecutive days of rest. The four (4) days of work shall have two (2) consecutive twelve (12) hour day shifts followed by two (2) consecutive twelve (12) hour night shifts.
 - (iii) The 4x4 day shift schedule shall consist of four (4) consecutive twelve (12) hour days of work followed by four (4) consecutive days of rest.
 - (iv) The 4x4 night shift schedule shall consist of four (4) consecutive twelve (12) hour nights of work followed by four (4) consecutive days of rest.
 - (v) The forty (40) hour work week average on the 4x4 day shift, night shift and continuous shift schedules shall be achieved in the following way:
 - (a) Every forty-two (42) day period in the work schedule, an employee shall work a twelve (12) hour relief day and, in addition, bank nine (9) paid relief hours. Such banked relief hours shall be paid at the standard hourly rate at which an employee worked the majority of shifts in the total of the two (2) pay periods immediately preceding the use of such relief hours. At the option of the employee, by notification to the supervisor at the beginning of the above noted relief day, the employee may elect to receive straight time pay for the nine (9) relief hours instead of banking the hours.
 - (b) When an employee changes shift at the Company's request, and as a result does not complete a forty-two (42) day period work schedule, he will be credited with 0.4 relief hours for each twelve (12) hour regular shift worked in that period rounded up to the nearest hour.
 - (c) Subject to the criteria set out below, banked relief hours shall be scheduled at times mutually agreeable to the Company and the employee; however, if the parties cannot agree on such a time, the Company retains the right to schedule this time. Banked relief hours shall be taken in the following order: supplementing Vacations and Floating Statutory Holidays, scheduled Statutory Holidays not worked may be supplemented; and the balance of the banked hours as paid time off.

- (d) Employees are required to have twenty-four (24) paid relief hours banked for supplementing vacations before banked hours can be used for paid time off. Employees electing to bank paid relief hours must, in any year, have twenty-four (24) paid relief hours in the bank, either brought forward from the previous year or by banking the first available hours he elects to bank in the current year. The twenty-four (24) hours are to be used for supplementing vacation and floating statutory holidays. Once twenty-four (24) paid relief hours are in the bank for vacations and statutory holidays or twenty-four (24) hours have been used in that year for vacation and statutory holidays, the remaining earned paid relief hours an employee elects to bank in the current year, may be used for paid time off. This process will happen at the first of every year.
- (e) The maximum number of banked relief hours that may be earned each year under this Marginal Paragraph 13.06 (v) is seventy-eight (78). At the end of each calendar year, any banked relief hours in excess of twenty-four (24) shall be paid out at straight time rates.
- (vi) The provisions of Marginal Paragraph 17.03 shall not apply to this Marginal Paragraph 13.06 except that overtime worked outside the employee's normally scheduled hours shall be paid at the applicable overtime rates.
- (vii) The 4x4 10/14 continuous shift schedule shall consist of four (4) consecutive days of work followed by four (4) consecutive days of rest. The four (4) days of work shall have two (2) consecutive ten (10) hour day shifts followed by two (2) consecutive fourteen (14) hour night shifts.

The forty (40) hour work week average on the 4x4 10/14 continuous shift schedule shall be achieved in the following way:

- (a) An employee working each regularly scheduled 10/14 shift in a thirty-two (32) day period will bank ten (10) unpaid relief hours.
- (b) Banked relief hours shall be scheduled as time off without pay at times mutually agreeable to the Company and the employee, and may not exceed forty (40) hours except that they may be extended to seventy (70) hours by mutual consent of the employee and the Company.

13.07 Employees shall only accumulate relief hours if employees are at work for all necessary scheduled hours during the qualifying period. Time spent on vacation, relief hours, and union business shall not disqualify an employee for relief hours.

- (i) Effective July 1, 1990, a new program will be implemented for employees working the 4x4 twelve hour shift schedule to achieve a 40 hour work week average. The new program provides the employees with an option of pay for extra time worked above the average 40 hours per week or to bank time to be used as paid relief hours as per Marginal Paragraph 13.06 (v) of the 2001 Collective Agreement.

- (ii) In order for an employee to qualify for nine (9) relief hours whether banked or paid on the relief day in a 42 day period, he must be at work for all necessary scheduled hours during the qualifying period. Time spent on vacation, statutory holidays, floating statutory holidays, paid relief hours off work, and union business shall not disqualify an employee from accumulating relief hours.

- (iii) On occasion an employee may be granted, at the discretion of his supervisor, up to 6 hours of authorized leave during any one 42 day period in the work schedule. For leave authorized by the supervisor, including Family Responsibility Leave, of more than six (6) hours but not more than twelve (12) hours, the employee will qualify for reduced paid relief hours as calculated by the following formula and listed in Table I.

| Table 1 | | | |
|--|--------------------------------|-------------------------|------------------------------|
| Hours Not Worked | Hours Over 6 Not Worked | Calculated Hours | Credited Earned Hours |
| 7 | 1 | 8.25 | 9 |
| 8 | 2 | 7.5 | 8 |
| 9 | 3 | 6.75 | 7 |
| 10 | 4 | 6 | 6 |
| 11 | 5 | 5.25 | 6 |
| 12 | 6 | 4.5 | 5 |
| <p>$(12 - x) \times 0.75 = \text{earned relief hours}$</p> <p>Where "x" = is equal to the total scheduled hours in excess of 6 not worked during a 42 day period.</p> | | | |

13.08 The Union will be notified prior to the commencement of any shift system which may be introduced which has different shift hours than the shift hours normally in effect. In notifying the Union, the Company shall also indicate the reasons for the use of such shift system.

ARTICLE 14. WAGES AND SALARIES

14.01 The Cooperative Wage Study (CWS) Manual for Job Descriptions, Classification and Wage Administration, dated May 1, 1979 ("the CWS Manual") is incorporated into the Collective Agreement as "Appendix A" and its provisions shall apply.

14.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of the Collective Agreement.

14.03 The Company shall pay standard hourly rates to its employees in accordance with the Standard Hourly Wage Scale in Schedule "A" which is attached hereto and forms part of the Collective Agreement.

14.04 Effective on the dates specified in Schedule "A" the employee's rate of pay shall be adjusted as follows:

- (i) Employees not receiving an out-of-line differential prior to the dates specified in Schedule "A" shall have their rate of pay adjusted to conform to the standard hourly rate for that employee's job.
- (ii) Employees receiving out-of-line differential prior to the dates specified in Schedule "A" shall have their rate of pay increased by the amount by which the rate for Job Class 1 had been increased and the following shall govern:
 - (a) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job in Schedule "A", the amount by which

it is

greater shall become such employee's new out-of-line differential and shall apply in accordance with the provisions of the Collective Agreement.

- (b) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job in Schedule "A", the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job and the former out-of-line differential shall be terminated.

14.05 Employees on incentive jobs shall be guaranteed the standard hourly rate established under Schedule "A" for that job.

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

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

- (i) Name of incumbent to whom such out-of-line differential is to be paid;
- (ii) Job title on which out-of-line differential is to be paid;
- (iii) Job classification of such job;
- (iv) Standard hourly rate of such job;
- (v) Amount of out-of-line differential;
- (vi) Date such out-of-line differential became effective.

14.08 Except as such out-of-line differential may be changed by means hereinafter provided, any employee included in the list referred to in Marginal Paragraph 14.07 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

14.09 If an employee with an out-of-line differential is promoted, transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate. An employee who does not take a promotion as outlined in Marginal Paragraph 11.10 shall have his out-of-line differential reduced as if the promotion has taken place.

14.10 If as a result of a crew reduction as provided in Article 11 an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

- 14.11** If such employee referred to in Marginal Paragraphs 14.09 and 14.10 returns to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 14.12** Out-of-line differentials shall terminate when an employee is transferred under the provisions of Marginal Paragraph 11.28.
- 14.13** When an employee would, in accordance with the terms of the Collective Agreement, be entitled to receive his regular rate, as set out under Marginal Paragraph 14.07 he shall also receive out-of-line differential to which he is entitled.
- 14.14** Increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials; the amount shall be the change in increment times the applicable number of job class intervals.
- 14.15** Except for the application of the out-of-line differential, as called for in Marginal Paragraphs 14.07 and 14.08, the terms of the Collective Agreement governing transfers shall apply.
- 14.16** An employee who is temporarily transferred at Company request from his regular job shall be paid the standard hourly rate of the job to which he has been transferred provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer. The Company will maintain applicable shift premiums when such temporary transfer results in a change from 4x4 to 5&2 shift schedule unless the employee is in agreement with said transfer.
- 14.17** Except as otherwise provided, no basis shall exist for an employee covered by this Collective Agreement to allege that a wage rate inequity exists.
- 14.18** Employees who are incumbents in jobs requiring steam certification shall be paid a minimum of Job Class 17 if they hold valid 3rd Class Steam Certificates and a minimum of Job Class 11 if they hold valid 4th Class Steam Certificates.
- 14.19** There shall be a Union Committee known as the CWS Committee, consisting of three (3) employees appointed by the Union to represent the Union. The Union may change its representatives from time to time. Meetings of the Union CWS Committee and the Company representatives will be held quarterly as required. The timing of such meetings will be subject to the needs of the Operations.

Time off shall be granted to the Union CWS Committee members to perform their responsibilities as outlined in the CWS Manual. This time off shall be considered as time worked and the Company shall reimburse Union CWS Committee members for any loss of earnings at normal straight time standard hourly rates. Absences from work shall be arranged through a person designated by the Company.

- 14.20** In the event an employee is transferred by the Company from a plant for lead, cadmium or arsenic hygiene reasons, and the employee suffers a loss in earnings as a result of

the transfer, the Company will maintain the employee's former standard hourly rate on the job to which he is transferred. Where such transfer results in a change from 4x4 to 5&2 shift, the Company will maintain all premiums the employee received prior to the transfer for a period of up to eighteen (18) months.

The employee's former standard hourly rate shall mean the 'standard hourly rate' on which the employee spent most of his time in the two (2) pay periods prior to his being transferred. The maximum period of time during which this marginal paragraph will apply shall be a period equal to his total service in the plant from which he was transferred. The Company obligation under this Marginal Paragraph shall cease when the employee is cleared by the Occupational Health Department to return to his original plant, whether he does return or not.

ARTICLE 15. COURT DUTY AND BEREAVEMENT LEAVE

- 15.01** (i) A regular full-time employee who is required to report for jury duty in Provincial Court, Supreme Court, Coroner's Court or Service Tribunal 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 would normally have worked, will continue to be paid his normal standard hourly rate of pay according to his existing work schedule during such periods of absence on Court Duty.

An employee who has his pay maintained during his 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.

- (ii) The Company and Union agree that Article 15.01 as currently written, will be applied in the following manner. For employees required to attend court on a scheduled dayshift (8, 10, or 12 hours, etc.):
- a) they are not expected to report to work at the start of shift if court commences in the a.m. and will be paid the normal standard hourly rate of pay for hours missed;
 - b) they are expected to report to work at the start of shift if court commences in the p.m.;
 - c) if the employee is released from court with 50% of the shift or more remaining, the employee is expected to return to work for the balance of his shift and will be paid the normal standard hourly rate of pay for hours missed due to court duty;

- d) if the employee is released from court with less than 50% of the shift remaining, the employee is not expected to return to work and will be paid his normal standard hourly rate of pay for the full shift.
- iii) For employees required to attend court immediately following or preceding a scheduled nightshift:
- a) the employee is expected to work the nightshift prior to the scheduled court appearance, but will receive an eight (8) hour period free from work prior to the start of court. Any hours that the employee is scheduled to and does not work due to the eight hour period free from work will be paid at his normal standard hourly rate of pay. (e.g. If scheduled to be at court at 9:00 a.m., and employee is scheduled to work 6 p.m. to 6 a.m. the preceding nightshift, employee will be permitted to leave work at 1:00 a.m. and will be paid for the full shift)
 - b) employees scheduled to work the nightshift immediately following court duty will also receive an eight (8) hour period free from work. Any hours that the employee is scheduled to work and does not work due to the eight hour period free from work will be paid at his normal standard hourly rate of pay. (e.g. employee is in court until 3:00 p.m., must report to work at 11:00 p.m. but will be paid for the full shift)
 - c) employees who attend court on consecutive days are not required to work any scheduled nightshifts that fall between those consecutive court appearances. Any hours that the employee is scheduled to and does not work due to this clause will be paid at his normal standard hourly rate of pay.
 - d) Except as expressly provided above, nothing in this letter shall alter the terms and conditions stipulated in Article 15.01, paragraphs 1-3, which remain in full force.

15.02 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 three (3) working days after the day of death. "Employee's immediate family" means 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 be paid his standard hourly rate for each regularly scheduled work day occurring during the period of such leave. Paid leave under the terms of this Section 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 16. SHIFT DIFFERENTIAL AND SATURDAY AND SUNDAY PREMIUM

16.01 For hours worked on the afternoon shift a premium shall be paid. Effective June 1, 2008, the premium will be ninety (90¢) per hour. For the purpose of applying these premium rates, the expression "afternoon shift" shall have the meaning attributed to it by the Company in accordance with present practice.

- 16.02** For hours worked on the night shift a premium rate shall be paid. Effective June 1, 2008 the premium will be one dollar and twenty-five (\$1.25) per hour. For the purpose of applying these premium rates, the expression "night shift" shall have the meaning attributed to it by the Company in accordance with present practice.
- 16.03** A premium shall be paid for all work performed by employees on their regularly assigned shifts between the commencement of the first shift on Saturday and termination of the last shift commencing on Sunday. Effective June 1, 2008, the premium will be one dollar and seventy-five (\$1.75) per hour. The premium shall not be paid for hours worked at overtime or Statutory Holiday rates.
- 16.04** In order to provide a standard premium for hours worked on the 4x4 continuous shift schedule, the formula to be used is: four (4) hours afternoon shift premium and four (4) hours night shift premium divided by twelve (12), rounded to the nearest half cent.
- 16.05** In order to provide a standard premium for hours worked on the 4x4 day shift schedule, the formula to be used is: three and one-half (3.5) hours afternoon shift premium and one-half (.5) hours night shift premium divided by twelve (12), rounded to the nearest half cent. This premium applies only to those schedules starting between 6:00 a.m. and 8:00 a.m.
- 16.06** In order to provide a standard premium for hours worked on the 4x4 night shift schedule, the formula to be used is: four (4) hours afternoon shift premium and eight (8) hours night shift premium divided by twelve (12), rounded to the nearest half cent.
- 16.07** Employees working a 4x4 continuous shift schedule shall be required to "standby" as designated by their shift schedule. Employees on standby must be available to come out to work for a period covering one (1) hour before and one (1) hour after each shift change. Employees designated to be on standby may be replaced by other employees volunteering in writing to be on standby. Employees on standby will be paid two (2) hours at Wage Grade 1 for each calendar day they are on standby, whether or not they are called out to work. An employee on designated standby shall receive the call out if such call out is required by the Company. If such call out is required and the employee is not called out he shall be reimbursed overtime rates for the hours missed. A standby call out will not be necessary if the Company transfers employees from other plants to relieve on the job.

ARTICLE 17. OVERTIME RATES AND STATUTORY HOLIDAYS

- 17.01** The work day is any day an employee is normally at work according to his assigned schedule commencing at the time he is scheduled to start work and ending twenty-four (24) hours later.
- 17.02** The work period is an employee's complete period of work and rest days starting with his first scheduled work day and concluding with his last scheduled rest day; for example, in a period of four (4) work days followed by four (4) rest days, the work period is eight (8) days.

17.03 Overtime occurs when an employee is required to work more than his normally scheduled hours in any work day, on a scheduled rest day, or on a relief day where such relief days occur on a fixed basis and are not banked. Overtime shall be paid as follows:

- (i) For the first six (6) hours of overtime worked during an employee's work period, the rate of pay shall be one and one-half (1 1/2) times the standard hourly rate of the employee.
- (ii) For all overtime worked by an employee in excess of six (6) hours during the work period, the rate of pay shall be two (2) times the standard hourly rate of the employee.

17.04 All overtime shall be voluntary except for work of an emergency nature as determined by the Company, such determination to be made in a reasonable manner, or in situations where a qualified replacement is not available. In such cases, employee(s) must remain at work.

17.05 Where the Company changes an employee's work shift resulting in:

- (i) A short change which is not part of a normal work schedule, the employee shall be paid overtime rates for the hours worked on the second shift which are within the same work day as the first shift.
- (ii) A long change and a potential loss of earnings, the provisions of Letter of Understanding No. 9 shall apply.

17.06 (i) Where an employee is required to work night shift(s) on his normally scheduled day shift(s) on the 4x4 shift schedule, he shall be paid overtime rates for such shift(s) worked. Working more than two (2) straight night shifts in this circumstance shall not be considered a schedule change.

(ii) Where an employee is required to report to work on day shift rather than his first scheduled night shift on the 4x4 shift schedule, he shall be paid overtime rates for that shift unless the employee has been advised of the pending change no less than six (6) calendar days in advance or during his first day shift if such change is for training purposes where such training is in a classroom or with a recognized trainer.

(iii) Where an employee works a 4x4 night shift schedule the employee will be paid overtime rates for the first two scheduled night shifts of each block. In the event the Company seeks to implement a 4x4 night shift schedule on a permanent basis, the Parties shall meet to discuss such implementation whereby the payment of overtime rates may be eliminated.

17.07 Schedules of work shall average forty (40) hours per week over any complete cycle. Overtime rates shall be paid for hours worked in excess of this average. In the event an employee's schedule is changed, the new schedule will become the employee's

regular schedule at the conclusion of the rest days of the schedule of work from which he was changed. When such a change occurs overtime rates shall be paid for work performed on the first occurring rest days of the employee's former schedule, except that when the schedule change is to accommodate an employee's request transfer as provided in Marginal Paragraph 11.28 or when a newly hired or rehired employee is first assigned to a regular shift having just completed a plant induction and training program, overtime rates will not be paid for work performed on the first occurring rest days of the employee's former schedule.

- 17.08** When an employee works sixteen (16) hours or more in a work day he shall be entitled to an eight (8) hour rest period. If his regular shift is scheduled to commence before the expiration of an eight (8) hour rest period he will be permitted to remain at rest for said period and will be paid his standard hourly rate for the hours of his regular shift which fall within said rest period and for the remainder of his regular shift which he works he will also receive his standard hourly rate of pay. Where an employee is directed by his supervisor to work on that part of his regular shift which falls within the said rest period he shall be paid at overtime rates of his standard hourly rate for all work performed on his said regular shift. If not so directed the employee will remain at rest for an eight (8) hour period.
- 17.09** All work performed on New Year's Day, Good Friday, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and on an employee's Floating Statutory Holidays shall be compensated for at two and one-half (2 1/2) times the standard hourly rate.

The named Statutory Holidays will be observed in the following manner:

- (i) For those employees working on a schedule other than Monday – Friday 5 & 2 the holidays will be observed on the dates on which the holidays fall.
- (ii) 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 a Sunday, the Monday immediately following shall be considered to be the holiday for Christmas Day and the Tuesday immediately following will be considered to be the holiday for Boxing Day.
- (iii) In (i) and (ii) above 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.

In addition to the named holidays, each employee shall be entitled to three (3) Floating Statutory Holidays ("floaters") during each calendar year that he is in the Company's employ which shall be taken at a time mutually agreeable to the Company and the employee. This may be accomplished by taking two (2) twelve (12) hour floaters or three (3) eight (8) hour floaters. To qualify for floaters an employee must have had at least one hundred and twenty (120) days continuous service with the Company. Employees must have their floaters scheduled by October 31 or plant supervision may schedule them unilaterally. In the event employees are unable to take floaters by

December 31, they shall receive pay in lieu thereof.

17.10 An employee shall qualify for pay on Statutory Holidays that he is not scheduled to work unless:

- (i) He is absent on his last scheduled shift before or his first scheduled shift after the holiday and fails to provide a doctor's slip or other documentation upon request.
- (ii) He is on an authorized leave of absence which exceeds fourteen (14) calendar days, with the exception of vacations.

An employee shall not be disqualified for pay on a Statutory Holiday if it falls during the three (3) day waiting period for Basic Sick Leave benefits.

17.11 When a Statutory Holiday falls during an employee's vacation with pay taken under Articles 20 and 21 and he would have become entitled to pay for such holiday not worked had he not been on vacation, he shall be paid for such holiday.

17.12 An employee who qualifies for pay on a holiday under this Marginal Paragraph and who does not work on such holiday shall receive eight (8) hours pay on the basis of his regular standard hourly rate (exclusive of shift differentials, overtime, holiday or other premiums) for the shift worked by him immediately prior to such holiday. An employee so qualifying shall not be entitled to such pay if he does not work on a holiday after being required by the Company to do so. If an employee works on the holiday as required by the Company, he shall receive no pay under this Marginal Paragraph unless he works only a part of his assigned shift, in which case he shall receive two and one-half (2 1/2) times the standard hourly rate for all hours worked, and straight time for the remaining hours of the shift not worked.

17.13 An employee who works on a Statutory Holiday which is also the employee's regular scheduled rest day shall be entitled to time off with pay at his regular standard hourly rate equal to the number of hours worked on the Statutory Holiday. Such time off shall be taken at a time mutually convenient to the Company and the employee.

17.14 When a Statutory Holiday falls on a regularly scheduled work day of an employee working on the 4x4 shift schedule and the employee is instructed to remain at rest on that day, he shall receive twelve (12) hours pay at his standard hourly wage rate as provided in Marginal Paragraph 17.12. In addition, he may have his banked relief hours adjusted by the appropriate number of hours, in order to ensure that his normal average work week is maintained.

17.15 Provided that an employee or group of employees involved and the Company agree, a Statutory Holiday may be observed on an alternate day. No employee shall be compelled to exchange shifts nor shall any overtime rates be payable as the result of such an exchange. The Union shall be provided with copies of shift exchange slips or crew petitions.

17.16 If an employee is called to report to work, and does so report, at a time other than the

beginning of his regular shift, he shall receive a minimum pay of four (4) hours at the standard hourly rate.

- 17.17** An employee responding to a call-out shall be allowed a minimum five (5) hour rest period immediately preceding the start of his normal shift. If his regular shift is scheduled to commence before the expiration of a five (5) hour rest period he will be permitted to remain at rest for said period and will be paid his standard hourly rate for the hours of his regular shift which fall within said rest period and for the remainder of his regular shift which he works he will also receive his standard hourly rate of pay. Where the employee is directed by his supervisor to work on that part of his shift which falls within the said rest period, he shall be paid at overtime rates at his standard hourly rate for all work performed during said rest period and straight time rates for work performed on his regular shift outside of said rest period. If not so directed the employee will remain at rest for a five (5) hour rest period.

ARTICLE 18. RESTRUCTURING

18.01 Workplace Flexibility

- (i) This Marginal Paragraph sets out the agreement of the parties respecting the flexible use of employees' skills in the workplace. This Marginal Paragraph does not supersede Marginal Paragraph 26.02. This Marginal Paragraph covers all employees working at the Company's operations at Trail, and is contingent on Marginal Paragraphs 18.02 (Contracting Out) and 18.03 (Employment Security) continuing in effect.
- (ii) Guidelines. The Company and the Union agree that employees may perform any work, provided they have the necessary knowledge and skills acquired through appropriate training to perform that work safely.

The Company and the Union agree that Workplace Flexibility will not result in the removal of the primary responsibilities of operation of the plant from operators to tradespersons, nor of the primary responsibility of maintaining the plant from tradespersons to operators.

- (a) Safety - All work will be performed in a manner consistent with Article 9, Safety and Health, as well as the Company's safety rules, the Workers' Compensation Board of British Columbia's regulations, and other applicable legislation. It is recognized that some tasks can only be performed by employees who possess certain government certification and, in that instance, the work will only be performed by employees who possess the required government certificate.
- (b) Trades - In order to maintain flexibility, tradespersons will assist other tradespersons for the efficient operation of the plant as long as the tradesperson is capable of doing the work in a safe manner and has the necessary qualifications to perform the work in accordance with Marginal Paragraph 18.01(ii)(a). Tradespersons will assist operating crews with

the efficient operation of the plant so that downtime is reduced.

- (c) Operators - In order to maintain flexibility, operators will assist tradespersons and other operators in the efficient operation of the plant as long as the operator is capable of doing the work in accordance with Marginal Paragraph 18.01(ii)(a). To this end, operators will make basic adjustments to their own equipment. When available, operators will also be expected to assist maintenance tradespersons when equipment is down.
 - (d) Training - Training of employees will be specific to the needs of each plant, crew, and employee. The Parties recognize that where training and the use of increased skills will result in increased pay for that employee based on CWS Job Evaluation criteria, where possible, a decision as to which employee shall receive such training will be based upon seniority.
- (iii) A Joint Committee will be established, consisting of two (2) employees representing the Union and two (2) representatives from the Company. One (1) employee from the Union appointees and one person from the Company appointees will act as Co-Chairs. The Company will reimburse, at straight time rates, employees who lose time from their normal work shift as a result of attending Joint Committee meetings.

The Committee will operate in a manner similar to the Joint Safety and Health Committee, and work to promote flexible work practices, team work, and cooperation so that employees are able to continually increase the efficiency of the operation and to maintain a stable organization which is able to compete in the world marketplace. Consistent with these objectives, and the guidelines set out above, the specific responsibilities of the Committee will be to:

- (a) Approve training programs which are designed to provide the employee with the necessary knowledge and skills required to safely perform work required by his or her plant;
- (b) Provide input and guidance on the implementation of flexible work practises in each plant; and
- (c) Seek to resolve any disputes which arise as a result of flexible work practises, in order to avoid, if possible, having the dispute resolved by the grievance and arbitration procedures as set out in Article 12 of this Collective Agreement.

18.02 Contracting Out

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 eighty (80) employees;

- (ii) Specialty work where employees with the required skills or the required equipment are not readily available;
- (iii)
 - (a) Peak work (which may include demolition) is defined as work which cannot be completed by employees who normally perform that work, within the time frame reasonably required by the Company. Where peak work is to be performed by a contractor at the Company's industrial operations in Warfield and Tadanac ("Company's Operations"), such work will have defined scope and duration. The Company will not use a contractor on a continuous basis to do routine maintenance, repair, and service work at the Company's Operations. The Company agrees that employees will not be crew reduced from their seniority unit as a direct result of the use of contractors for peak work.
 - (b) Recall and return rights contained in the Collective Agreement will not apply where peak work is contracted.
 - (c) Each Operating Manager 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.
- (viii) Further to Marginal Paragraph 18.02 (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.
- (ix) Employees who are employed as a tradesperson on June 1, 1995 will continue to be employed as a tradesperson with the Company. The guarantee of employment in a trade referred to here means any trade and not necessarily the

trade the employee is currently working in, and, therefore, the Company reserves the right to assign an employee to another trade and provide the trades training (which may include apprentice training) required to perform the work in that trade, which assignment will be accomplished as follows:

- (a) The trade vacancy will be offered on a voluntary basis by seniority, first to all tradespersons in one or more trades selected by the Company; and
- (b) If no such tradesperson volunteers for the trade vacancy, the Company may then assign the trade vacancy to the most junior tradesperson in those selected trades.
- (c) The Company's right to assign an employee to another trade as set out in this Marginal Paragraph, shall not be construed as limiting the Company's right to otherwise select employees or persons for apprenticeships.
- (x) 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.
- (xi) 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.
- (xii) 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 that term is defined in Marginal Paragraph 18.02 (iii)(a).
- (xiii) 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 British Columbia's safety rules and regulations relevant to the work to be performed.
- (xiv) 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.
- (xv) Marginal Paragraphs 18.02 (i) through (xiv), inclusively, replace 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.

18.03 Employment Security

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.

- (i) The employment guarantee contained in Marginal Paragraph 18.03 is subject to the following exceptions:
 - (a) Temporary layoffs because of temporary shutdown, including but not limited to vacation shutdowns, market conditions, interruption or cessation of feed supply, compliance with government orders, or force majeure;
 - (b) Layoffs resulting from decreased manning levels required because of the closure of the existing (old) Lead Smelter;
 - (c) Layoffs of any employee hired after January 1, 1994;
 - (d) Discharge for cause;
 - (e) Layoffs due to closure or sale, or significant reduction in the operating or manning level which precedes final closure or sale of:
 - (1) The Company's operations in Trail;
 - (2) A plant or plants including but not limited to Cadmium, Indium, Germanium, and Copper products within the Company's Trail Operations.
- (ii) In the event the Company intends to close or sell a plant pursuant to Marginal Paragraph 18.03(i)(e), the Company agrees that prior to such closure or sale it will:
 - (a) 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
 - (b) Consult with the Union to explore alternatives to such crew reductions or layoffs.
- (iii) The Company will give the Union a list of employees covered by this Employment Security Section.

ARTICLE 19. TRAINING

19.01 The Company and the Union recognize the importance of assisting employees to improve their knowledge and skills so that they may have the opportunity of advancement to jobs of greater responsibility and pay. The Parties recognize the periodic need to make available to employees opportunities for training or retraining to provide for the Company's requirements of knowledge and skill. Any such training carried out on the employee's regular work schedule shall be paid at the standard

hourly rate of the job for which he is being trained, or, if such training is at the Company's request, then the rate of such training will be at the employee's previous standard hourly job rate if such rate is higher.

The Company shall determine when an employee has acquired sufficient knowledge and skill to perform the job. An exception will occur when the job for which the employee is being trained is recognized by the Company as constituting a training step in a job training progression, and in such case the trainee will receive the rate for the designated training step. In training employees for permanent vacancies the Company will endeavour whenever possible to give preference to senior employees in accordance with the principles of Marginal Paragraph 11.08.

If at the end of the training no opening exists in the category for which the employee has completed the required training, the employee shall be placed in accordance with the provisions of the Collective Agreement.

An employee in a training program or in a job training sequence who does not attain the required level of skill, knowledge and proficiency will be removed from such program or job sequence and will be placed in accordance with the terms of this Agreement. The Company shall determine the employee's attained level of skill, knowledge and proficiency in a fair and equitable manner.

- 19.02** In the event that employees are affected by technological change, job restructuring or an organizational change to the degree that a demotion will result or a regular promotion be missed because of the lack of special training, such employees will be given prior consideration for training in that plant to fill resulting job openings providing that such employees have the necessary ability to do the job and are willing to participate fully in the training. Should the required training not accommodate all employees affected by such change, training will be offered in accordance with the principles of Marginal Paragraph 11.08. On successful completion of training, placement to fill the necessary jobs shall be in accordance with the provisions of this Collective Agreement. The Union will be advised of such training programs prior to their implementation and will have an opportunity for discussion.
- 19.03** Employees shall meet the requirements of the Provincial Government Tradesmen's Qualification Test in order to be designated as Tradesman 1st Class. For those trades in which the Government does not have Tradesmen Qualification tests, the Company and the Union will set up an equivalent procedure and examination and those who qualify and who successfully pass this test will be designated as Tradesmen 1st Class. The rate of pay will be the same for holders of Tradesmen Qualification Certificates (T.Q.) and Tradesmen 1st Class.
- 19.04** The Company's Apprenticeship Training Program shall remain in effect during the term of this Collective Agreement. The terms and conditions of apprenticeship contracts shall not be changed unless necessary to comply with relevant statutes or Government regulations.
- 19.05** In order to resolve problems and questions arising during the course of apprentice training, the apprentices in each trade may form a committee consisting of two (2)

apprentices in the trade with or without a journeyman designated by the Union to assist and advise them. Such committee shall draw to the attention of the Superintendent, Employee Development and the appropriate trade supervisor the problems and questions arising in the Apprentice Training Program.

19.06 The Union may designate an Apprenticeship Committee to meet at intervals with the Company's Apprenticeship Advisory Committee in the interest of the Company's apprenticeship program.

19.07 The rates of pay for apprentices shall be in accordance with the following scale and as detailed in Schedule "A":

SCHEDULE OF APPRENTICESHIP TRAINING

Starting apprentices at wage grade 4 effective June 1, 2009.

| Six Month Training Period | 1 st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---------------------------|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|
| Class | Apprentice Job Classes | | | | | | | | | |
| 24 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | 19 | 20 |
| 24 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | | |
| 23 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | | |
| 23 | 4 | 6 | 10 | 12 | 14 | 17 | | | | |
| 22 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | | |
| 22 | 4 | 6 | 10 | 12 | 14 | 16 | | | | |

SCHEDULE OF APPRENTICESHIP TRAINING

Starting apprentices at wage grade 5 effective June 1, 2011.

| Six Month Training Period | 1 st | 2nd | 3 rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---------------------------|-------------------------------|-----|-----------------|-----|-----|-----|-----|-----|-----|------|
| Class | Apprentice Job Classes | | | | | | | | | |
| 24 | 5 | 7 | 9 | 11 | 13 | 15 | 17 | 19 | 20 | 21 |
| 24 | 5 | 7 | 9 | 11 | 13 | 15 | 17 | 19 | | |
| 23 | 5 | 7 | 9 | 11 | 13 | 15 | 17 | 19 | | |
| 23 | 5 | 7 | 11 | 13 | 15 | 18 | | | | |
| 22 | 5 | 7 | 9 | 11 | 13 | 15 | 17 | 19 | | |
| 22 | 5 | 7 | 11 | 13 | 15 | 17 | | | | |

19.08 Upon the successful completion of a stationary steam examination under the British Columbia Boiler and Pressure Vessel Act, the Company will reimburse an employee for the cost of an approved steam correspondence course. The Company will pay, on successful attainment of steam certificates, up to one (1) day's pay for 4th Class and up to two (2) days' pay for 3rd Class and up to two (2) days' pay for 2nd Class for time spent in taking such examinations. This provision will apply to those employees regularly employed on jobs requiring steam certification or those employed on job sequences leading to other jobs in which steam certification is a requirement.

The Company may grant employees leave of absence to attend a vocational school for steam training. During this absence the Company will pay the following rates of pay, less the allowances paid from Government sources;

- (i) Those trainees taking training leading to a 4th Class steam certificate will be paid at their standard hourly rate for a maximum time of four (4) weeks;
- (ii) Those trainees taking training leading to a 3rd Class steam certificate will be paid at their standard hourly rate for a maximum time of eight (8) weeks;
- (iii) Those trainees taking training leading to a 2nd Class steam certificate will be paid at their standard hourly rate for a maximum period of sixteen (16) weeks.

A week shall be limited to forty (40) hours.

For an apprentice absent from the job due to attendance at the provincial apprenticeship school, the Company will pay the apprentice his standard hourly pay less the allowance paid from Government sources. Should an apprentice fail to pass school term examinations and is permitted to repeat the same, the Company shall not be obligated to pay the apprentice as provided in this Collective Agreement while he is repeating his school term.

Should an employee fail to satisfactorily complete the prescribed course at a vocational school or pass the stationary steam examination, and is permitted to repeat the course, the Company shall not be obligated to pay the employee as provided in this Collective Agreement while he is repeating his training.

19.09 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 standard hourly rate maintained for the periods taken up by such training.

ARTICLE 20. VACATIONS WITH PAY

20.01 An employee who has been in the service of the Company for less than one (1) year prior to the 1st day of January in any year shall be entitled to a vacation, not exceeding one (1) week, with pay as designated in Marginal Paragraph 20.07, if taken before the succeeding 1st day of January.

20.02 An employee with one (1) or more and less than two (2) years of service with the Company prior to the 1st day of January in any year shall be entitled to a vacation with pay of two (2) weeks, if taken before the succeeding 1st day of January.

20.03 An employee with two (2) or more and less than eight (8) years of service with the Company prior to the 1st day of January in any year shall be entitled to a vacation with pay of three (3) weeks, if taken before the succeeding 1st day of January.

20.04 An employee with eight (8) or more and less than eighteen (18) years of service with the Company prior to the 1st day of January in any year shall be entitled to a vacation with pay of four (4) weeks, if taken before the succeeding 1st day of January.

- 20.05** An employee with eighteen (18) or more years of service and less than twenty-eight (28) years of service with the Company prior to the 1st day of January in any year shall be entitled to a vacation with pay of five (5) weeks, if taken before the succeeding 1st day of January.
- 20.06** An employee with twenty-eight (28) or more years of service with the Company prior to the 1st day of January in any one year shall be entitled to a vacation with pay of six (6) weeks, if taken before the succeeding 1st day of January.
- 20.07** For the purpose of computing such vacation pay, the word "week" shall be considered as constituting forty (40) hours. The word "pay" where used in Marginal Paragraph 20.01, shall mean remuneration amounting to four percent (4%) of the total wages earned by him as an employee as defined in this Agreement during the calendar year prior to the year in which he is entitled to a vacation. Where used in Marginal Paragraphs 20.02, 20.03, 20.04, 20.05 and 20.06, the word "pay" shall mean remuneration for two (2), three (3), four (4), five (5) or six (6) weeks, as the case may require based on the sum of earnings determined as follows:
- (i) The rate of vacation pay shall be the standard hourly rate at which an employee worked the majority of shifts in the total of the two (2) pay periods immediately preceding the vacation period and the standard hourly rate so established will be paid for the duration of such vacation;
 - (ii) When standard hourly rates are increased in accordance with Schedule "A" of this Collective Agreement, an employee shall have his established standard hourly rate increased accordingly on that portion of his vacations taken after the effective date of such increase;
 - (iii) Vacation time for employees working on the 4x4 continuous shift schedule shall be complemented by eight (8) hours of earned relief time or unpaid leave as required to make up a forty-eight (48) hour work block.
- 20.08** For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the 1st day of January in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Marginal Paragraphs 20.02, 20.03, 20.04, 20.05 and 20.06, one-twelfth (1/12) of such vacation pay provided that, as regards employees qualifying under said Marginal Paragraphs 20.02, 20.03, 20.04, 20.05 and 20.06, time spent on vacation which the employee is paid under this Article, or time lost because of sickness or accident to a maximum of twelve (12) consecutive calendar months from the commencement of such absence due to sickness or accident shall be considered as time worked and absence due to time away on Special Vacation will not affect the employee's Regular Vacation.
- 20.09** In the event an employee takes vacation immediately following a period of absence from his job due to illness, his vacation pay shall be calculated in the same manner as if he had commenced his vacation on the first day of his illness.

20.10 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 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.

20.11 The Company retains the right to schedule all or any vacations afforded under this Article 20.

ARTICLE 21. SPECIAL VACATIONS

21.01 Employees who have completed five (5) years of service, whether broken or continuous, prior to January 1st of each year, shall be entitled to Special Vacation of three (3) weeks in addition to their regular vacation entitlement. The three (3) weeks of Special Vacation shall be taken within the subsequent five (5) year qualifying period. During each subsequent five (5) year qualifying period, those employees shall become eligible for a further three (3) weeks of Special Vacation.

21.02 Special Vacations shall be governed by the following conditions:

- (i) They shall be taken at times which are suitable to both the Company and the employee.
- (ii) The allocation of regular vacations with pay shall have priority over the allocation of Special Vacations.
- (iii) In determining the length of a Special Vacation, a week shall mean a work week as defined in Marginal Paragraph 13.01, and shall include any holidays falling within the period provided that if a Statutory Holiday as defined herein falls within the period and the employee concerned would have become entitled to pay for such holiday not worked if he had not been on Special Vacation, he shall be paid for such holiday.
- (iv) Special Vacation pay shall be computed on the basis of forty (40) hours remuneration per week based on earnings during the four (4) week period immediately preceding the Special Vacation determined as follows:
 - (a) The rate of vacation pay shall be the standard hourly rate at which the employee worked the majority of shifts in the total of the two (2) pay periods preceding the Special Vacation and the standard hourly rate so established will be paid for the duration of such vacation; and
 - (b) When standard hourly rates are increased in accordance with Schedule "A" of this Collective Agreement, an employee shall have his established standard hourly rate increased accordingly on that portion of his vacations taken after the effective date of such increase;

- (c) Vacation time for employees working on the 4x4 continuous shift schedule shall be complemented by eight (8) hours of earned rest time or unpaid leave as required to make up a forty-eight (48) hour work block.
- (v) In the event that an employee's Special Vacation cannot be scheduled to be taken during a five (5) year qualifying period, then at the end of such period the employee shall be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation at the end of the five (5) year period.
- (vi) An employee who retires to pension during a five (5) year qualifying period shall be entitled to a payment equivalent to a full three (3) weeks of Special Vacation pay, provided he has worked a minimum of fifty percent (50%) of the available time or sixty (60) days, whichever is the lesser, during the qualifying period.
- (vii) If an employee leaves the service of the Company or his employment is terminated during any five (5) year qualifying period, he shall be paid a sum proportionate to the service he has completed in the qualifying period. Should such an employee be rehired, upon completion of this qualifying period he will be eligible to receive three (3) weeks special vacation. However, his vacation pay shall be computed on the basis of the balance of the qualifying period for which he has already received a proportionate payment.
- (viii) Absence by an employee during a five (5) year qualifying period due to sickness or accident up to a total of twelve (12) months shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of twelve (12) months shall result in a pro-rata reduction in Special Vacation pay. Time spent on vacation for which the employee is paid under Article 20 shall be considered as time worked for purposes of this subsection, but absences for any other reasons during a qualifying period shall result in a pro-rata reduction in Special Vacation pay. The time allowed for Special Vacation shall not be reduced.
- (ix) No employee shall receive more than three (3) weeks Special Vacation during any five (5) year period following the date of qualification.

ARTICLE 22. CHECK-OFF

22.01 The Company shall honour a written assignment of wages to the International Union (United Steelworkers) for Union dues, initiation fees and those special assessments (excluding fines) set out in this Article. It is agreed that "special assessments", as used in this Article and in the assignment, shall be for the following assessments only:

- (i) Assessments for death benefits under the existing plan to which the Local concerned is a party.
- (ii) International Union assessments not exceeding five dollars (\$5) per year.

22.02 An assignment pursuant to Marginal Paragraph 22.01 shall be substantially in the following form:
"To Teck Cominco 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:

- (i) Union initiation fees in the amount set by the United Steelworkers of America and communicated in writing to the Company by the Union.
- (ii) Monthly Union dues in the amount set by the United Steelworkers and communicated in writing to the Company by the Union. These dues shall be pro-rated to conform with the bi-weekly pay system as follows:
 - (a) Union dues for each employee shall be the lesser of:
 - (1) 1.3% of total gross earnings OR
 - (2) Total earnings divided by hours worked multiplied by 1.1538 or each two (2) weeks during the reference period (as defined herein) save that the minimum dues during each period shall be two dollars and thirty-one cents (\$2.31). Effective January 1, 1999, dues for a member shall be an additional one cent (1¢) per hour for total hours worked during the period. Effective January 1, 2000, dues for a member shall be an additional one cent (1¢) per hour for a total of two cents (2¢) per hour for total hours worked during the period.
 - (b) The total earnings per hour of each employee shall be calculated by dividing the total earnings in the reference period by the total number of hours in the reference period. The total number of hours shall be deemed to include actual hours worked plus hours of paid vacation plus hours of paid unworked Statutory Holidays.
 - (c) Total earnings shall be deemed to include standard hourly rate earnings and all premiums (if any) including shift differentials, incentive bonus pay, vacation pay, statutory holiday pay, weekend pay, overtime pay, call-in and reporting pay, but shall not include any Workers' Compensation payments or payments under any benevolent, sickness or accident plans.
 - (d) The reference period shall be the two (2) week period immediately prior to the pay day in which the dues are deducted. Dues shall be deducted each pay period and remitted to the Financial Secretary of the Union or as otherwise directed in writing by the Union.
- (iii) Special assessments (excluding fines) communicated in writing to the Company by the Union."

- 22.03** Unless the assignment is revoked in writing delivered to the Company, the Company shall remit the dues and initiation fees deducted to the Secretary-Treasurer of the International of the United Steelworkers each pay period, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.
- 22.04** If an assignment is revoked, the Company shall give a copy of the revocation to the Union.
- 22.05** 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.
- 22.06** During the life of this Agreement, the Company shall deduct, as a condition of each employee's continued employment, a sum equivalent to dues as set by the International of the United Steelworkers from each pay period and remit the same within ten (10) days following the pay period in which such deduction is made, to the Secretary-Treasurer of the said International Union. The Company will, at the time of making each such payment name the employees from whose pay such payments have been deducted. No deductions shall be made under this Section from the pay of an employee who has filed with the Company an assignment of Union dues in accordance with Marginal Paragraphs 22.01 and 22.02 while such assignment remains in effect.
- 22.07** The deductions referred to in Marginal Paragraph 22.06 shall commence, in the case of each employee who is in the employment of the Company at the effective date of this Agreement, with the month of June, 2001, and, in the case of each employee entering the employment of the Company subsequent to the effective date of this Agreement, with the pay period in which his first pay cheque from the Company is received by him.

ARTICLE 23. BULLETIN BOARDS

- 23.01** The Company agrees that a bulletin board in each plant 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 24. LEAVE OF ABSENCE

- 24.01** Public Office 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 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 this Agreement will apply to an employee on leave of

absence pursuant to this section save that the employee will continue to accumulate Company service.

24.02 Community-Related Purpose 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 Addendum "E" during the period of such leave. Leaves under this Article shall be limited to a maximum of thirty (30) calendar days.

24.03 Education Where an employee wishes to further the possibility of advancement by taking a full-time course of training, the Company may grant a leave of absence without pay subject to the following:

- (i) If the purpose of such training is to seek advancement with the Company, leave may be granted subject to the requirements and efficiency of the Operation;
- (ii) If the purpose of such training is to seek advancement other than with the Company, leave may be granted at the Company's discretion;
- (iii) The employee must have at least five (5) years seniority;
- (iv) The leave shall be limited to a maximum of ten (10) months;
- (v) Time spent on leave shall be considered as time worked for seniority purposes only;
- (vi) Employees granted leave shall be required to first use all regular vacations, outstanding floating statutory holidays, and RD time;
- (vii) Employees granted leave shall be required to pay the appropriate premiums for medical, dental and vision care plans, as well as group life insurance. Basic Sick Leave and Long Term Disability Plans will not be available during the period of such leave.

ARTICLE 25. MATERNITY/PARENTAL/FAMILY RESPONSIBILITY LEAVE

- 25.01** (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 25.01, 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 (2) 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 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 (1) 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 provide her with alternative work at not less than her normal standard hourly rate at the time her leave of absence began.
- (v) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (i) or (ii).

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

- (i)
 - (a) For a birth mother, immediately after the end of the leave taken under Article 25.01 unless the Company and employee agree otherwise,
 - (b) For a birth father, after the child's birth and within fifty-two (52) weeks after that event, and
 - (c) 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 25.02.
- (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 25.01 and Article 25.02 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 25.01 (v) or Article 25.02 (ii).

25.03 (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 as much notice as reasonably possible of a request for a family leave day.

25.04 Should the provisions of the *Employment Standards Act* with respect to Maternity Leave, Parental Leave or Family Responsibility Leave change, the provisions of Article 25.01 (ii) (iv) (v), 25.02 or 25.03 will be changed to reflect the changes in the *Employment Standards Act*.

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

25.06 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 26. WORK JURISDICTION

26.01 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.

26.02 Technicians in the development groups will continue to do tasks only while building, developing and testing prototype equipment. When the equipment is handed over to Operations, the maintenance and repair of the equipment will be taken over by the appropriate employees certified by Local 480.

ARTICLE 27. EMPLOYEE INDUCTION

27.01 The Company will provide each new employee on the date of hire with a list of Union officers, Stewards and Safety Committee members in accordance with information provided by the Union.

27.02 The Company agrees to extend to the Union Safety Chair and Union Grievance Chair (or designates), the opportunity to participate in the induction of new employees, It is recognized by both Parties that the time involved in this process by the Safety Chair and the Grievance Chair will be covered by Article 9.20 and Addendum A.

ARTICLE 28. ADDENDA

28.01 Addenda "A", "D", "E", "F", "G", and "H", Schedules "A" and "C", and Appendix "A" to this Agreement shall form a part of this Agreement and be binding upon the Parties hereto.

ARTICLE 29. PENSION PLAN

29.01 The Teck Cominco Metals Ltd. - Union Pension Plan Agreement currently in effect shall form part of this Agreement. The Company shall make available pension booklets to all employees within six (6) months of ratification.

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

29.03 (i) Basic Retirement Benefit means a monthly amount equal to the following corresponding amount multiplied by years of Credited Service:

- | | | |
|-----|--------------------------|---------------------|
| (a) | on or after June 1, 2008 | \$ 59.00 per month; |
| (b) | on or after June 1, 2009 | \$ 62.00 per month; |
| (c) | on or after June 1, 2010 | \$ 64.00 per month; |
| (d) | on or after June 1, 2011 | \$ 66.00 per month |

(ii) Early Retirement Supplement means a monthly amount equal to the following corresponding amount multiplied by years of Credited Service:

- (a) on or after June 1, 2008 \$ 25.00 per month;

This amount will not be paid for any month after the month in which the employee attains the Age of 65.

- (iii) (a) For an employee who retires between November 1, 2008 and May 31, 2009, 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, 2009 by recomputing the Basic Retirement Benefit using a benefit rate of sixty-two dollars (\$62).
- (b) For an employee who retires between January 1, 2010 and May 31, 2010, 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, 2010 by recomputing the Basic Retirement Benefit using a benefit rate of sixty-four dollars (\$64).
- (c) For an employee who retires between January 1, 2011 and May 31, 2011, 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, 2011 by recomputing the Basic Retirement Benefit using a benefit rate of sixty-six dollars (\$66).

29.04 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.

29.05 Retirement Retention Management Proposal - 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 of \$500.00. To be eligible, employees must provide the Company with six (6) months written notice of their retirement date. Employees who rescind their notice of retirement will no longer be eligible for the \$500.00 cash payment. Employees who rescind their notice of retirement will not be entitled to the \$500.00 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 30. TOOL REBATE

30.01 The Company will provide a rebate of fifty percent (50%) on the purchase of tools by and for the use of journeyman tradesmen and apprentices as per the Company regulations.

30.02 The Company will provide a rebate of sixty-five percent (65%) on the purchase and 100% on repairs of approved safety footwear for use by employees on the job.

30.03 Employees who regularly work in areas requiring safety glasses, and where the employee requires corrective lenses, the Company will rebate the employee up to \$200 every two 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 # 2875. It should be understood that Controlled Document #2875 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 6024 for reimbursement of prescription safety glasses.

ARTICLE 31. LETTERS OF UNDERSTANDING

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

| <u>Letter Number</u> | <u>Title</u> |
|----------------------|---|
| 1 | Seniority Unit #56 Sub-Groups |
| 3 | Supervisors and/or Persons Transferring to the Bargaining Units |
| 5 | Flexibility/Contracting Out Issues |
| 6 | Change of Schedule at Employees Request |
| 7 | 10/4, 8-Hour Shifts |
| 8 | Changing an Employee's Normal Work Shift, Within a Plant, From Night Shift to Day Shift |
| 9 | Schedule and Shift Changes |
| 11 | Maintenance of Rate- Grandfather Protection |
| 12 | Overtime Meal and Allowance |
| 13 | Pie Time |
| 14 | Local 480 Benefits Coordinator |
| 15 | Local 480 Safety Coordinators |
| 16 | Humanity Fund and Local Charity |
| 17 | Application of 1974, 1987 and 2005 Strike Time |
| 21 | Statutory Holiday Entitlement-Utilities Maintenance 4x4 Schedule |
| 22 | Block Vacation System |
| 23 | Pay for Training/Meeting Time Outside of Normal Work Schedule |
| 24 | Employees On Loan |
| 25 | Apprentice Travel to Provincial Apprenticeship School |
| 26 | Journeyman Certification Within Specific Trades |
| 27 | Review Committee |
| 29 | Senior Leader Jobs |
| 30 | Acting Supervisors |
| 34 | Contracting Out |
| 39 | Seniority Unit #20 Sub-Units |
| 40 | Seniority Unit #21 Sub-Units |
| 44 | Article 11.21 – Special Experience |
| 45 | Steam Certification Training Programs (old #107) |
| 46 | Filling of Temporary Trades Vacancies |
| 47 | RRSP Plan Carrier, Agent of Record and Investment Options |

31.02 Development Programs

The following Letters of Understanding shall be in effect for the term of the Collective Agreement.

| <u>Letter Number</u> | <u>Title</u> |
|----------------------|--|
| 100 | Operator Development Programs |
| 101 | Roaster-Acid Operator Development Program |
| 102 | Sulphide Leaching Operator Development Program |
| 103 | Silver Refinery Operator Development Program |
| 104 | Melting Plant Operator Development Program |
| 105 | Industrial Warehousing Trade Development Program |
| 106 | Fire and Protective Services Development Program |
| 112 | Furnace & Boiler Operator Development Program – Upper Tier |
| 114 | Drossing Plant Operator Development Program |
| 115 | Feed & Process Ventilation Operator Development Program |
| 116 | Furnace & Boiler Operator Development Program – Lower Tier |

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 Cominco Metals Ltd. and the United Steelworkers, Local 480, have executed this Agreement this 3rd day of June 2008.

TECK COMINCO METALS LTD.

**UNITED STEELWORKERS
LOCAL 480**

M.T. Martin
General Manager, Trail Operations

D. Will
Staff Rep, USW

D.J. DeLong
Manager, Human Resources

D. Jones
President

D. Cooper
Manager, Environment, Health & Safety

A. DeMedeiros
Vice-President

D. Webb
Operating Manager, Leaching

B. Onyschak
Grievance Chair

C. Galay
Supt., Labour Relations

L. Curlew

M.I. Cecchini
Supt., Manpower Planning & Development

C. Gurnett

D. Clarke
Supt., Human Resources

K. Moore

D. Profili
Sr. Labour Relations Coordinator

J. Milne
Supt., Financial Reporting

ADDENDUM "A"

SECTION 1 - UNION ACTIVITIES ON COMPANY TIME

The time spent in investigating and settling disputes by employees delegated by Local 480 for that purpose, to be paid for under Marginal Paragraph 7.03, shall be limited to two hundred and eighty (280) hours per month on an annualized basis.

SECTION 2 - LEAVES OF ABSENCE FOR UNION PURPOSES

Leaves of absence for employees for the business purposes of Local 480 or of the International of the United Steelworkers of America as provided in Article 8, shall not exceed one thousand five hundred (1500) working days in any one (1) year.

SECTION 3 - GRIEVANCE COMMITTEE CHAIRMAN

The Company shall cooperate in endeavoring to place the Chief Steward of each Business Area of the Local concerned and the Chairman of the General Grievance Committee on steady dayshift where, in the opinion of the Company, such a course is practicable. On the same basis, the Company shall also endeavor to place the Secretary of the Grievance Committee of Local 480 (Trail) on steady dayshift.

ADDENDUM "D"

FORTY-HOUR WEEK PAY

Eligible employees are ensured that they will receive remuneration equivalent to pay for forty (40) hours employment during a work week (as defined in Article 13 of the Agreement) subject to the following conditions:

- (i) The employee must have completed six (6) months of continuous service since his date of last hire with the Company.
- (ii) Employees must be available for work but because of Company requirements are not required to work for a full forty (40) hours. Employees absent due to sickness, accident, vacation, unauthorized absence, authorized leave of absence from the job for any reason including apprentice or other training will not be eligible for pay under this Addendum "D".
- (iii) Employees will be obliged to perform whatever work is assigned to them if they are not required for their normal work and will be paid the rate for the job they do.
- (iv) Employees who do not work because no work of any kind is assigned to them will be paid the standard hourly rate for their normal job.
- (v) This Addendum will not apply to employees who lose time due to transfers or general reductions in crew or changes in an employee's work shift or work schedule. However, employees who lose time as a result of normal permanent promotions shall be entitled to receive the benefits of this Addendum.
- (vi) If employees work overtime or on their days of rest during the week they will be paid the normal overtime basis for this work. These overtime hours will not be included in the determination of the forty (40) hour work week as described above.
- (vii) This Addendum "D" will not apply when plants are shut down to provide vacation periods for employees or if the plants are shut down by any cause reasonably beyond the Company's control, including, without limiting the generality of the foregoing, labour disputes, voluntary or involuntary compliance with any order or regulation, act of God, or any other occurrence constituting a force majeure. Any situation that arises that does not have an obvious designation will be the subject of discussion between the Company and Union. The Union Bargaining Council will be empowered to decide each case by mutual agreement with the Company.

ADDENDUM "E"

The benefit plans described in this Addendum "E" 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 11.17 or a Special Assignment employee being rehired within 90 days of last assignment, as either a regular employee or an employee on a special assignment in which case such employee(s) will be eligible for coverage after being actively at work for one full pay period. Special Assignment employees who are offered a special assignment within 90 days of their last assignment and decline the offer, and are hired under a subsequent offer, will be required to undergo the applicable waiting periods prior to receiving benefits.

SECTION 1 - MEDICAL

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 Blue Cross 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.

SECTION 2 - BASIC SICK LEAVE

1. **Purpose of the Plan**

The purpose of the Teck Cominco Metals Ltd. Basic Sick Leave Plan (hereinafter referred to as the "Plan") is to provide a reasonable income during periods of short term disability to certain employees of Teck Cominco Metals Ltd. (hereinafter referred to as the "Company"), as defined herein. The Company hereby covers those employees during the continuance of the Plan for the benefits provided in accordance with the terms of the Plan.

2. **Definitions**

Wherever used in this Plan, the following words have the meanings ascribed to them as set forth in this subsection:

- (a) "Employee" means an employee of the Company who is represented by the United Steelworkers of America, Local 480.
- (b) "Benefit" - Standard Hourly Rate - rate of pay that the employee would have made had he/she been at work, excluding any bonus, overtime or incentive pay; multiplied by a figure as specified in the collective agreement between the parties and/or this Plan.
- (c) "Actively At Work" - an employee is actively at work on any day during which he/she performs all of the usual and customary duties of his/her occupation with the

Company, for the scheduled number of hours for that day.

- (d) "Disabled" - an employee is disabled if he/she is prevented by sickness or accident from performing the duties of his/her normal occupation and does not engage in any occupation or employment for wage or profit.
- (e) "Leave Of Absence" means a documented leave that is granted through the efforts of the supervisor and the Human Resources Department. Unpaid leave granted by the supervisor does not meet this definition.

3. **Eligibility**

Employees are eligible for coverage under the Plan on the first day after the employee completes three (3) months of continuous service.

4. **Commencement and Duration of Benefits**

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

- (i) The first day in the case of an accident, day surgery, or hospital confinement; and (Day surgery means a surgical procedure even if performed on an out patient basis, in a clinic or physician's office.) For the purpose of Addendum E, Section 4, Day surgery will include dental surgery.

- (ii) The fourth day of sickness,

continuing for up to twenty-six (26) weeks. Hospital confinement means a period of at least eighteen (18) hours during which an employee must stay in the hospital, or when the employee is in the hospital to undergo procedures which are medically necessary and may only be performed in a hospital and involves a condition which is medically disabling.

Notwithstanding the commencement date for benefits for sickness noted above, employees with at least one (1) year of continuous service with the Company, will have an earlier commencement date as set out below:

- (i) For employees who have not claimed sick leave benefits in the previous twelve (12) months, the benefits for sickness will commence on the second day of sickness; and
- (ii) For employees who have had only one claim for sick leave benefits in the previous twelve (12) months, the benefits for sickness will commence on the third day of sickness.

5. **Benefit Amount**

The benefit amount of the Plan is designed to provide employees with a guaranteed level of disability income. The benefits under the Plan shall be the greater of:

- (i) 70 1/3% of the employee's standard hourly rate, or

- (ii) 70 1/3% of the employee's standard hourly rate, calculated as 1/40th of the employee's insurable weekly earnings under the Employment Insurance Act as amended to the date of the current collective agreement,

multiplied by all regularly scheduled hours of work lost as a result of the disability subject to the requirements outlined in paragraph 4 above. If an employee's standard hourly rate is increased in accordance with Schedule "A" of the collective agreement, the employee shall have his standard hourly rate increased accordingly so that all payments made under the Plan shall be at the new rate after the effective date of such increase.

6. **Claims**

An employee shall provide the Company with a written Proof of Claim for benefits, on a form provided by the Company, not later than five (5) working days after the onset of the disability. If the nature of the disability prevents the employee from submitting a Proof of Claim within five (5) working days, the employee or his representative shall inform the Company and submit the Proof of Claim as soon as practicable. The Company will inform the Union if the Company has reason to believe that an employee may intend to submit a claim for sick leave benefits, but the employee has not submitted a Proof of Claim within the required five (5) working day time period.

The Proof of Claim confirms the period of disability, and that the employee was or is at the relevant time, under the care of a doctor. At no time shall an employee receive benefits prior to being under the care of a doctor.

Upon receipt and acceptance of the Proof of Claim, benefits will be paid for the period of disability, subject to the terms of the Plan.

7. **Medical Examinations**

The Company may, at its expense, require medical examination of an employee for whom a claim for benefits has been made, and such benefits shall be suspended if the employee fails to submit to a medical examination. The physician conducting such examination will be mutually agreed to by the Company and the employee.

8. **Confidentiality**

Unless the employee specifically agrees otherwise, all medical information will be treated as confidential information, to be disclosed only to the Company's Medical Consultant and Industrial Nurse, and held in their medical files. Such medical information will be used solely to enable the Medical Consultant or Industrial Nurse to advise the Company on whether or not the claim for basic sick leave benefits will be accepted.

9. **Interrupted Periods of Disability**

Interrupted periods of disability occurring after the benefits become payable are considered a single period if the employee, in the interval between the interrupted periods of disability, is actively at work for a period of less than:

- (i) Two (2) consecutive weeks if disability is due to the same or related causes and the employee is performing the duties of his own occupation,
- (ii) Three (3) consecutive months if the disability is due to the same or related causes and the employee is performing the duties of an occupation other than his own, or
- (iii) One (1) day if disability is due to an entirely unrelated cause.

In such cases, a new waiting period is not applied and the benefit is payable for a period not to exceed twenty-six (26) weeks, starting on the first day of the initial disability.

10. **Workers' Compensation Claims**

No benefits shall be paid under the Plan for compensable accidents other than as set out below:

Employees who initiate a claim to the WCB relative to a sickness or disability, and whose claim may be delayed, may after a period of fourteen (14) calendar days, apply for Basic Sick Leave Benefits. An "Agreement In Undertaking" form must be completed by the employee prior to filing for benefits under the Plan. Such employees shall be required to pay in full, all monies received from the Plan if the WCB claim is successful.

11. **Part Time Benefits**

Employees may elect to participate in a gradual return to work program that results in partial days at work. Such employees shall be paid their normal hourly rate of pay for the hours of work performed, and benefits under the Plan for all other hours in the work shift. Each shift, or partial shift, shall be considered as a whole day in calculating the maximum benefit period (26 weeks).

12. **Cost of the Plan**

The full cost of the Plan will be borne by the Company, provided however, that the employee's share of the reduction in Employment Insurance premiums resulting from the registration of the Plan will be used to offset the cost of the Plan. The Company will arrange for the withholding of Income Tax from the benefit payments.

13. **Overpayment**

The Company may, at its discretion, recover any overpayment resulting from payment of benefits.

14. **Exclusions**

A benefit is not paid for a total disability which is due or results from:

- (i) The hostile action of any armed forces, insurrection or participation in any riot or civil commotion, or

- (ii) Bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit when Workers' Compensation Benefits are payable.

SECTION 3 - LONG TERM DISABILITY

The Company will arrange a Long Term Disability Plan (LTD) with a commercial insurer. The Union will be provided with a copy of the Plan. Employees will be eligible for coverage under the Plan after three (3) months of continuous service.

The Plan will provide eligible employees with benefits during periods of disability after an elimination period of twenty-six (26) weeks, provided that an employee's disability meets the terms of the insurance policy. The maximum benefit period for the combined Basic Sick Leave Plan described in Section 2 of this Addendum, and this LTD Plan will be equal to length of service or, if the employee has ten (10) or more years of service, until age sixty-five (65). In any event, all benefits shall cease at the earliest recovery from disability or return to work or retirement or death.

Employees who are in receipt of LTD benefits as of December 31, 2001, shall continue to receive benefits until the earliest of recovery from disability, return to work, retirement or death or until age sixty-five (65). Effective November 1, 2001, such employees shall receive a LTD benefit of \$1,500 per month.

Effective from January 1, 2002, the definition of disability will be as follows:

During the first thirty-six (36) months of LTD benefits, 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 LTD 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 LTD benefits. The specialist contracted to assess the employee will be mutually agreed to by one designated representative from each of the Union and the Company. Should mutual agreement not be reached, the Parties rights will revert to the applicable provisions of the Collective Agreement. The 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.

For employees receiving LTD benefits on or after January 1, 2002, excluding those employees who were in receipt of LTD benefits on or before December 31, 2001, such employees shall receive a LTD benefit as set out below. Length of service for benefit levels will be determined as of the employee's commencement of LTD benefits.

June 1, 2008

- (a) Less than 5 years of service: \$1768.00 per month
- (b) From 5 to 10 years of service: \$1872.00 per month
- (c) Greater than 10 years of service: \$1976.00 per month

June 1, 2009

- (a) Less than 5 years of service: \$1838.72 per month
- (b) From 5 to 10 years of service: \$1946.88 per month
- (c) Greater than 10 years of service: \$2055.04 per month

June 1, 2010

- (a) Less than 5 years of service: \$1912.27 per month
- (b) From 5 to 10 years of service: \$2024.76 per month
- (c) Greater than 10 years of service: \$2137.24 per month

June 1, 2011

- (a) Less than 5 years of service: \$1969.64 per month
- (b) From 5 to 10 years of service: \$2085.50 per month
- (c) Greater than 10 years of service: \$2201.36 per month

LTD recipients from prior to November 1, 2001 will receive the following increases to their LTD benefits:

- June 1, 2008 - \$1768.00 per month
- June 1, 2009 - \$1838.72 per month
- June 1, 2010 - \$1912.27 per month
- June 1, 2011 - \$1969.64 per month

LTD rates will be adjusted as of June 1st of each year by the same percentage that is applied to the average wage grade which is currently wage grade 18 of the standard hourly rates.

Any disability benefits received by the employee from Workers' Compensation, the Canada Pension Plan or other Government plans with respect to such disability will be deductible from the benefits payable under this Plan.

The full cost of the Plan will be borne by the Company. The Company will make arrangements with the insurance carrier for the withholding of Income Tax from the benefit payments.

1. The Parties agree that employees whose date of hire is prior to January 1, 2007 ("current employees"), cannot be terminated for non-culpable absenteeism while on Long Term Disability ("LTD") and while on LTD will remain an employee and will continue to receive all benefits afforded to an employee under the Collective Bargaining Agreement ("CBA"), as amended from time to time. Current employees who terminate their employment voluntarily and are subsequently rehired after January 1, 2007 will be treated in accordance with paragraph 2 and 4 of this Agreement. Current employees who are laid off and subsequently recalled or rehired will be treated as employees whose date of hire is prior to January 1, 2007 for the purposes of this Agreement.
2. The Parties agree that after an employee whose date of hire is on or after January 1, 2007 has been on LTD for a single period of longer than thirty-six (36) months, the Company may terminate that employee's employment if an independent medical specialist selected by the Company and the Union determines that it is unlikely that the employee will be able to return to active service with the Company in the foreseeable future. The cost of the Independent Medical Examination will be borne by the Company.
3. The Parties agree that when an employee is terminated pursuant to paragraph 2, the only issue that is subject to the grievance and arbitration procedures prescribed in the CBA is whether the Company has discharged its duty to accommodate the employee.
4. When an employee is terminated pursuant to paragraph 2, the termination of the employee's employment will not disqualify that individual from continued receipt of LTD benefits in effect or as amended from time to time in accordance with the CBA. Pursuant to the CBA, individuals continue to be eligible to receive LTD benefits until the earliest of recovery from disability, retirement, death or until age sixty-five (65) regardless of employment status.

SECTION 4 - GROUP ASSURANCE

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 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 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 coverage, an employee must contact the Company's Human Resources Department to complete the appropriate authorization card.

Revisions Related to Wage Rates

Revisions related to wage rate 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 |
|-------------|---|
| 60 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.

SECTION 5 - DENTAL PLAN

The Company will provide, at Company expense, a Dental Plan which will provide for 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 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 age twenty-one (21) residing in British Columbia or unmarried dependent children under the age 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 dependant 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.

SECTION 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, and laser eye surgery to a maximum reimbursement of two hundred and fifty dollars (\$250) every two (2) calendar years.

Where no benefit claim is made during the two (2) calendar years, the unused two hundred and fifty dollars (\$250) can be carried over. The maximum benefit that can be accumulated at any time shall be five hundred dollars (\$500).

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.

SECTION 7. GROUP RRSP

Effective from January 1, 2000, the Company will establish a Group RRSP which will provide for basic employee contributions of one percent (1%), two percent (2%) or three percent (3%) of base rate earning for hours worked and for matching Company contributions of twenty cents (20¢) for each dollar of basic employee contributions. The Company contributions will be added to the 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 ensure that his 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 statement and tax receipts will be provided directly by the Carrier.

ADDENDUM "F"

MAINTENANCE OF RATE

Rate protection shall be afforded employees who suffer a reduction in their standard hourly rates of pay for the following reasons:

- (i) Reduction of crew in a plant;
- (ii) Elimination of a job in a plant which results in a demotion;
- (iii) Deletion of a plant;
- (iv) Merger of two (2) or more plants;
- (v) Relocation or restructuring of a job to another plant;
- (vi) Technological, mechanization or automation changes which result in demotion.

An employee affected in the above manner shall receive the rate of his regular job at the time of the reduction for a period of eighteen (18) months. For a further period of eighteen (18) months the employee will receive an adjusted rate which will be midway between the rate of his regular job at the time of his reduction and the rate of his new job. At the end of this thirty-six (36) month period the rate of his new regular job shall apply.

The following conditions shall apply to rate protection:

- (i) Standard hourly rate shall be the Job Class rate on which an employee worked the most shifts in the twelve (12) month period immediately preceding the demotion.
- (ii) Rate protection shall only apply to the straight time standard hourly rate.
- (iii) The period of rate protection shall not be extended by illness, accident, leave of absence or any other reason, nor shall an employee receive any payment under this Addendum during such absence.
- (iv) An employee entitled to rate protection shall be obligated to perform whatever work is assigned to him, otherwise rate protection shall terminate and shall not be reimplemented.
- (v) An employee entitled to rate protection must accept any training the Company may require, a refusal disentitling an employee to any further rate protection.
- (vi) In order to qualify for rate protection an employee must have completed at least five (5) years of continuous service with the Company at the time the demotion takes place. In determining the period of continuous service from date of last hire, an involuntary severance and rehire due to a Company implemented layoff will not be considered a rehire date, provided such employee returned to work when called during his or her recall rights, and the combined actual time on rolls (not including the period of the layoff) of the two (2) or more periods of employment total at least five (5) years.
- (vii) An employee covered by rate protection shall also have his vacation, special vacation pay, Statutory Holiday pay, Company-Union Pension Plan, and Group Life Assurance protected for the applicable period in this Addendum.

ADDENDUM "H"

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 cent (1¢) for each 0.35 point rise in the CPI as hereinafter determined counting as a full cent any fraction of one-half cent (1/2¢) 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. The Company will pay the Cost of Living Allowance to apprentices while they are attending technical training sessions as required by their apprenticeship contracts.
5. For the measuring period commencing December 1, 2011 up to and including February 28, 2012, the amount of COLA will be determined by the difference between the CPI for November 2011 and the CPI for February 2012 and shall become payable from March 1, 2012 to May 31, 2012. The COLA will be based only on the percentage amount by which the CPI exceeds six percent (6%) annualized for the calculation period defined as the difference between the CPI for November 2011 and the CPI for February 2012. The COLA payment will be rolled into the standard salary rates on May 31, 2012.
6. In the event that the CPI declines, only the Cost of Living Allowances which have not been incorporated into the standard hourly 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.

SCHEDULE "C"

FIRE DEPARTMENT EMPLOYEES

This Agreement is made between the Company and the Union and constitutes a Schedule to the main Collective Agreement between the Parties.

ARTICLE 1. EMPLOYEES COVERED BY THE AGREEMENT

This Agreement shall apply to all employees employed by the Company in its Fire Department except the Fire Chief, the Fire Captains and employees excluded by the Labour Relations Code of British Columbia. Where the words "Fire Department employees" are used, they shall mean the employees to whom this Agreement is applicable.

ARTICLE 2. APPLICABILITY OF MAIN COLLECTIVE AGREEMENT

All the provisions of the main Collective Agreement shall apply to the Fire Department employees except as set out herein.

ARTICLE 3. SENIORITY

The Company's Fire Department shall be a Plant for seniority purposes and shall be included in the list referred to in Marginal Paragraph 11.03 of the main Agreement. Fire Department employees shall be governed by the provisions of the main Agreement with respect to their Plant and Company seniorities and waiting periods provided therein.

ARTICLE 4. HOURS OF WORK

- (a) Article 13 of the main Collective Agreement shall not apply to the Fire Department employees.
- (b) The work period of each Fire Department employee shall be the equivalent of forty-two (42) hours per week. There will be four (4) consecutive days of work followed by four (4) consecutive days of rest.
- (c) Four (4) consecutive days of work shall be two (2) consecutive day shifts of ten (10) hours each, followed by two (2) consecutive night shifts of fourteen (14) hours each.

ARTICLE 5. WAGES

- (a) Marginal Paragraph 14.03 and Article 16 of the main Collective Agreement shall not apply to Fire Department employees. Rates of pay for Fire Department employees shall be on a monthly basis in accordance with Appendix "A" attached hereto and forming part of this Agreement. New employees being trained in the Fire Department shall remain in each classification below 1st Class Fireman for one (1) year, as set out in Appendix "A", and on completion of the training period they shall be promoted to 1st Class Fireman. Promotions above these classifications shall only occur when required by the Company. For the purpose of calculating deductions from pay of employees who are absent from duty without leave or who are granted leave without pay or for

matters of a like nature, a calendar month shall be deemed to contain one hundred and eighty-two (182) working hours.

- (b) The C.W.S. job evaluation plan shall apply to Fire Department employees. In the event of re-evaluation of any rates the evaluated rates shall be expressed as monthly rates and shall have added thereto an amount equivalent to a proportion of the shift differential and weekend premium payments as provided in the main Agreement if these are applicable so that those employees whose schedules require shift work or work on the weekends would receive the benefit of the shift differential and weekend premium payments as contained in the main Agreement converted to monthly rates.

ARTICLE 6. STATUTORY HOLIDAYS, OVERTIME

Article 17 of the main Collective Agreement shall not apply to Fire Department employees.

- (a) If a Fireman is required to work in excess of the hours scheduled by the normal Fire Department work schedules in order to raise the crew complement of any shift to the minimum acceptable level as determined by the Fire Department, such Firemen will be paid overtime rates for this work under the following circumstances.
 - (1) Where the Company has contributed to the crew shortage by assigning one of the regular crew members of that shift to another Operation.
 - (2) Where the regular crew complement is below normal as the result of a reduction of personnel on a shift by severance, transfer or retirement, etc.
- (b) If a Fireman is required to work in excess of his normal scheduled hours of work as a result of a call-out of an emergency nature, the employee shall be granted equivalent time off with full pay.

Overtime rates will be paid in accordance with the overtime provisions of the main Collective Agreement.

- (c) In lieu of Statutory Holidays, employees of the Fire Department shall be entitled to ninety-six (96) working hours off in each calendar year subject to the following:
 - (i) Prior to October 31st in each year, employees shall be entitled to request the days which they desire to have off in lieu of statutory holidays and the Company will endeavour to grant such holidays it being understood and agreed that the Company may refuse any request if it considers that it would be inconvenient for the department to grant it.
 - (ii) After October 31st in each year the Company shall have the right to schedule days off in lieu of statutory holidays for those employees who have not arranged with the Company for such days.
 - (iii) If, by December 31st in each year, an employee has not taken or been required to take all the days off in lieu of statutory holidays to which he is entitled, he shall be paid one (1) hour's pay for each hour that has not been taken, the amount of such hour's pay to be based on his monthly rate of pay in effect at the time divided by

one hundred and eighty-two (182) (deemed to be the number of working hours in the month).

- (iv) If an employee enters the service of the Fire Department during any calendar year, his entitlement in lieu of statutory holiday for that year shall be on the basis of seven (7) hours for each full calendar month remaining in that year.
- (v) In lieu of any premiums for work performed on statutory holidays employees shall be entitled to an additional sixty-six (66) working hours off each calendar year, such time off may be scheduled at the mutual convenience of the Company and the employee(s). If it is not scheduled off, such remaining hours will be paid off at the end of the year.

ARTICLE 7. UNIFORMS, TELEPHONES

A. The Company agrees to supply each Fire Department employee with uniforms and personal equipment as follows:

1. If any employee joins the Department on or before July 1st in any calendar year, the employee will receive:
 - (i) 1 pair coveralls
 - (ii) 2 pair trousers
 - (iii) 1 cap
 - (iv) 1 fatigue uniform jacket
 - (v) 3 uniform shirts
 - (vi) 1 pair boots
 - (vii) 1 car-coat
 - (viii) 1 light rain-coat
2. If an employee joins the Department after July 1st in any calendar year, he will receive item (i) of paragraph 1 during that year and in the following year items (i) to (viii) inclusive. The item (i) to (viii) inclusive shall be in lieu of his entitlement under Clause 3 in that year.
3. In every year after the first calendar year in which an employee joins the Department, he will receive the following:
 - (i) 1 pair coveralls
 - (ii) 2 pair trousers
 - (iii) 3 uniform shirts
 - (iv) 1 pair boots.
4. In every second calendar year after an employee joins the Department, he will receive the following:
 - (i) 1 uniform cap
 - (ii) 1 fatigue uniform jacket
5. In every fourth calendar year, an employee will receive the following:
 - (i) 1 car-coat

- (ii) 1 light rain-coat

Recognizing that an employee may not wish to replace his light rain-coat every four (4) years, he may elect to receive instead, the following items:

- (i) 1 black belt every four calendar years,
- (ii) 1 black clip-on tie every two calendar years,
- (iii) 4 pairs of navy blue socks every calendar year.

The employee must make his election at each four (4) calendar year interval.

- B. The Company will pay monthly to Fire Department employees:
 - (i) The sum of four dollars (\$4) in lieu of cleaning and pressing costs of all personal equipment supplied by the Company.
 - (ii) The basic cost of a two-party telephone line provided the employee has a telephone at his place of residence listed in the Trail exchange under his own name.
- C. A Fire Department employee shall, as a condition of employment in that plant, make every effort to obtain a telephone at his place of residence and have same listed under his own name.
- D. The Parties agree that the following items will not be supplied by the Company for a period of six years:
 - i) caps
 - ii) four (4) out of the usual six (6) winter/fatigue jackets
 - iii) sweaters
- E. In return for the above considerations, the Company will provide the following:
 - i) lapel pins - four (4) per person
 - ii) shoulder flashes including cost to sew on - six (6) per person
 - iii) epaulette rank insignia - sixteen (16)
 - iv) shirts - better quality
- F. In addition, the Company will raise the clothes cleaning allowance from the current \$4.00 per month to \$10.00 per month.
- G. Individuals would be allowed to trade parts of each year's uniform issue for other parts (i.e. shirts for pants) providing the price of the exchange is of equal dollar value.

ARTICLE 8. VACATIONS WITH PAY

Articles 20 (Vacations with Pay) and 21 (Special Vacations) of the main Agreement shall not apply to Fire Department employees.

- (a) An employee who has less than one (1) year of Company service prior to the 1st day of

- January in any year shall be entitled to a vacation not exceeding forty-eight (48) working hours with pay as designated in Clause (g) of this Article. Such vacation must be taken before the 1st day of the succeeding January.
- (b) An employee with one (1) or more, and less than two (2) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of ninety-six (96) working hours, if taken before the succeeding 1st day of January.
 - (c) An employee with two (2) or more and less than eight (8) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of one hundred and forty-four (144) working hours, if taken before the succeeding 1st day of January.
 - (d) An employee with eight (8) or more and less than eighteen (18) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of one hundred and ninety-two (192) working hours if taken before the succeeding 1st day of January.
 - (e) An employee with eighteen (18) or more years of service and less than twenty-eight (28) years of service with the Company prior to the 1st day of January in any year shall be entitled to a vacation with pay of two hundred and thirty-two (232) working hours if taken before the succeeding 1st day of January.
 - (f) An employee with twenty-eight (28) or more years of service with the Company prior to the 1st day of January in any one (1) year shall be entitled to a vacation with pay of two hundred and seventy-two (272) working hours.
 - (g) The vacation pay to which an employee is entitled under Clause (a) of this Article shall be four percent (4%) of the total earnings earned by him as an employee of the Company during the calendar year prior to the year in which he is entitled to a vacation.
 - (h) An employee who is transferred from another plant to the Fire Department during the calendar year shall have a vacation entitlement during the same year equal to that to which he was entitled under Articles 20 and 21 of the main Agreement and in the calendar year following his transfer his entitlement shall be as in (a), (b), (c), (d), (e), (f), and (g) of this Article, whichever is applicable in accordance with his service.
 - (i) The vacation pay to which employees are entitled under clauses (b), (c), (d), (e) and (f) of this Article shall mean remuneration for ninety-six (96), one hundred and forty-four (144), one hundred and ninety-two (192), two hundred and thirty-two (232) or two hundred and seventy-two (272) hours, as the case may require, the hourly remuneration to be determined by dividing the standard monthly pay rate (as set out in Appendix "A" to this agreement) of the employee concerned during the calendar month immediately preceding the vacation by one hundred and eighty-two (182) (deemed to be the number of hours in a month). The allowances set out in Article 9 and Appendix "A" hereof shall continue to be paid to employees while on vacation.
 - (j) In the year following those years that an employee first achieves the vacation plateaus for each of ninety-six (96), one hundred forty-four (144), one hundred ninety-two (192),

two hundred thirty-two (232), and two hundred seventy-two (272) hours 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 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 9. SERVICE PAYMENT

Those employees who have five or more years of service prior to January 1, 1990 will receive an additional payment of one hundred dollars (\$100) prior to December 31, 1990. Commencing in January, 1991 a payment of four hundred dollars (\$400) will be made to those employees who have completed a five (5) year qualifying period in the prior year.

APPENDIX "A" to the Fire Department Agreement between Teck Cominco Ltd. and the Union setting out classifications and rates of pay for Fire Department employees:

Standard Monthly Pay Rates

| <u>Job Class - Position</u> | <u>June 1, 2005</u> |
|--|------------------------------|
| 1st Class Fireman with ambulance, air brake, and First Aid qualifications. | \$5204/month (\$28.599/hour) |

Note: The above rate includes applicable shift differential and weekend premiums.

COLA and new adjustments to rates to be made as per main Collective Agreement.

The training rates for new Fire Department employees from first date of hire up to and including the end of the forty-second (42) month after such date, will be as follows:

| <u>Level</u> | <u>Month</u> | <u>Job Class</u> |
|--------------|---------------------------------|------------------|
| I | up to and including month 6 | 5 |
| II | 7 up to and including month 12 | 6 |
| III | 13 up to and including month 18 | 8 |
| IV | 19 up to and including month 24 | 10 |
| V | 25 up to and including month 36 | 14 |
| VI | 37 up to and including month 42 | 18. |

SCHEDULE "A"

| Job Group | June 1/08 | June 1/09 | June 1/10 | June 1/11 |
|------------------|---|------------------|------------------|------------------|
| | 3.4% and \$0.01 on the increment | | | 3% |
| 1 | \$21.971 | \$22.723 | \$23.505 | \$24.210 |
| 2 | \$22.392 | \$23.168 | \$23.975 | \$24.694 |
| 3 | \$22.812 | \$23.613 | \$24.445 | \$25.178 |
| 4 | \$23.233 | \$24.058 | \$24.915 | \$25.663 |
| 5 | \$23.652 | \$24.501 | \$25.384 | \$26.146 |
| 6 | \$24.073 | \$24.946 | \$25.854 | \$26.630 |
| 7 | \$24.493 | \$25.391 | \$26.325 | \$27.114 |
| 8 | \$24.914 | \$25.836 | \$26.795 | \$27.599 |
| 9 | \$25.332 | \$26.279 | \$27.263 | \$28.081 |
| 10 | \$25.753 | \$26.724 | \$27.733 | \$28.565 |
| 11 | \$26.173 | \$27.168 | \$28.203 | \$29.049 |
| 12 | \$26.594 | \$27.613 | \$28.673 | \$29.533 |
| 13 | \$27.014 | \$28.058 | \$29.143 | \$30.018 |
| 14 | \$27.434 | \$28.502 | \$29.613 | \$30.501 |
| 15 | \$27.854 | \$28.947 | \$30.083 | \$30.985 |
| 16 | \$28.274 | \$29.391 | \$30.552 | \$31.468 |
| 17 | \$28.694 | \$29.836 | \$31.022 | \$31.953 |
| 18 | \$29.114 | \$30.279 | \$31.491 | \$32.436 |
| 19 | \$29.533 | \$30.723 | \$31.960 | \$32.919 |
| 20 | \$29.954 | \$31.168 | \$32.430 | \$33.403 |
| 21 | \$30.374 | \$31.613 | \$32.900 | \$33.887 |
| 22 | \$30.794 | \$32.057 | \$33.370 | \$34.371 |
| 23 | \$31.214 | \$32.502 | \$33.840 | \$34.855 |
| 24 | \$31.635 | \$32.947 | \$34.310 | \$35.339 |
| 25 | \$32.055 | \$33.391 | \$34.780 | \$35.824 |
| 26 | \$32.476 | \$33.836 | \$35.250 | \$36.308 |
| 27 | \$32.895 | \$34.280 | \$35.719 | \$36.791 |
| 28 | \$33.315 | \$34.724 | \$36.188 | \$37.274 |

A Lead Hand shall be paid two Job Classes above the highest Job Class of the employees being led or two Job Classes above the employee's regular Job Class whichever is greater.

Signing Bonus:

- The Employer will pay each eligible employee a lump sum payment of \$5,000.00 to be paid within 30 days of the ratification of this agreement.
- The payment will be subject to statutory deductions.
- Eligible employees include all regular full time employees on roll as of June 1, 2008, including persons on LTD.
- Employees on Special Assignment who are on roll as of June 1, 2008 will also be eligible and receive a pro-rated sum based on their hours of work between June 1, 2007 and May 31, 2008.
- Special Assignment employees who have worked between June 1, 2007 and May 31, 2008, but who are not on roll as of June 1, 2008, and are subsequently rehired and placed back on roll before December 31, 2008 will receive the pro-rated sum of the signing bonus.
- If a discharged employee is reinstated to employment he will be considered to be on roll for the purposes of this agreement unless the arbitrator orders otherwise.

Schedule "A" (continued)

ELECTROLYSIS & MELTING

Zinc Melting

- 8 Lift Truck/Strapper Operator, Cathode Zinc Handling Operator
- 9 Drosser, Operator I
- 10 Jumbo Casting Operator, Production Utility Operator, C-Cast Operator, Operator II
- 11 Slab Casting Operator, Atomizer/Dross Treatment Operator, Lewis Jumbo Casting Operator
- 12 Die Casting Operator, Operator III
- 13 Operator IV
- 14 Truck Loading Operator, Operator V
- 15 Relief Die Cast/Truck Loading
- 16 Scalehouse Operator, Furnace Operator, Operator VI
- 17 Operator VII, Senior Relief Operator

Zinc Electrolysis

- 8 Lift Truck Operator, Filter Changer, Stripped Acid Neutralization Operator (PT)
- 9 Cathode Servicing Operator
- 10 Utility Person (Basement), Cell House Maintenance Operator
- 11 Anode Servicing Operator, Cathode Stripping Machine Operator, Anode Fabrication Operator
- 13 Crane Operator
- 14 Senior Anode Fabrication Operator (PT)
- 15 Operator Instructor, Crane Operator
- 18 Senior Operator
- 20 Senior Operator Instructor Electrolytic

LEACHING

Oxide Leaching

- 9 Residue Filter Operator, Oiler Inspection Oxide
- 12 Fume Leach Slurry Operator
- 13 Pachuca Operator
- 18 Control Operator Oxide Leaching
- 20 Control Operator Instructor Oxide Leaching

Indium/Germanium

- 13 Germanium Refining Operator, Solvent Extraction Operator
- 15 Operator Instructor Indium/Germanium
- 17 Senior Leader

Low Alpha Lead

- 13 Operator Low Alpha Lead
- 14 Operator Low Alpha Products
- 15 Operator Instructor Low Alpha Lead, Germanium Catalyst Operator

Sulphide

- 6 Plant Cleanup Person
- 7 Gas Tester Sulphide
- 8 Payloader Operator, Trades Helper Leaching
- 9 Operator I
- 10 Utility Operator
- 11 Operator II, Liquid Blasting Operator, Field Operator, #2 Building Operator, Leaching Operator
- 12 Operator III
- 13 Operator IV
- 15 Purification Operator
- 16 Operator V, Process Control Operator
- 17 Operator VI
- 18 Operator VII
- 20 Operator VIII
- 22 Operator Instructor Sulphide Leaching

Cadmium

- 14 Cadmium Plant Operator
- 16 Operator Instructor Cadmium Plant
- 18 Senior Leader

ROASTER - SULPHUR PRODUCTS

Roaster Acid Services

- 5 Labourer
- 8 Payloader Operator
- 10 Plant Cleanup Man, Baghouse Serviceman, Plant Service Helper, Utility Service Operator
- 14 Plant Serviceman

Roaster Acid Operating

- 4 Trainee (Probation)
- 9 Unloader
- 11 Shipper, Lancer, Operator I
- 12 Senior Loader, Feed Prep Operator, Operator 1 – Unloader/Shipper
- 14 Operator 2 – Unloader/Shipper
- 16 Operator 3 – Unloader/Shipper
- 17 Operator 4 – Unloader/Shipper
- 18 3rd Class Steam Engineer, Unloader/Shipper
- 20 Operator 6
- 24 Operator 7
- 26 Operator 7 (2nd Class), (2nd in Field)

Zinc Pressure Leach

- 17 Zinc Pressure Leach Operator
- 19 Operator Instructor, Zinc Pressure Leaching
- 21 Senior Leader, Pressure Leaching
- 23 Chief Operator Instructor

Granular Sulphate

- 8 Lift Truck/Payload Operator
- 10 Utility Operator
- 15 Field Operator, GAS
- 19 Operator Instructor Sulphate, Granular Control Operator, Crystal Control Operator
- 20 Operator Instructor GAS

Sulphate

- 12 Sulphate Operator

Storage and Shipping

- 8 Lift Truck Operator
- 9 Mill Operator Bulk
- 11 Crane Operator, Instructor Mill Operator Bulk

Fertilizer Labourers

- 10 Plant Utility Person

LEAD PRODUCTS

Silver

- 10 Baghouseman, Silver Refinery, Furnace Operator - Level I
- 11 Gold Operator
- 12 Furnace Operator - Level II
- 15 Furnace Operator - Level III
- 16 Parting Plant Operator
- 17 Furnace Operator - Level IV
- 18 Furnace Operator - Level V
- 20 Operator Instructor Silver and Alloy

Alloy

- 10 Arsenic Recovery Operator
- 11 Pot Tender-Craneman
- 14 Rotary Furnace Operator
- 16 Operator Instructor Alloy
- 20 Operator Instructor Alloy (Senior Leader)

Copper Products and Effluent Treatment

- 13 Operator Waste Treatment Plant, Shippers
- 15 Copper Products Operator
- 17 Instructor Copper Products
- 19 Senior Leader
- 21 Instructor Copper Products (Senior Leader)

Refining and Casting

- 10 Cell Tester, Craneman/Pot Tender

- 12 Crane Operator Cell Changing, Anode Casting Operator, Caster, Cell House Operator, Slimes Handling Operator
- 14 Operator Instructor
- 15 Scalehouse Operator
- 17 Operator Instructor

Lead Products Instructors

- 17 Operator Instructor Lead Products

FURNACE

Furnace

- 10 Operator I
- 11 Field Operator Electrode Handling, 4th Class Steam Engineer
- 13 Field Operator Slag Fuming
- 14 Field Operator Reaction Shaft
- 15 Operator II
- 16 Operator III
- 17 Field Operator Steam Generation, 3rd Class Steam Engineer
- 18 Operator IV
- 18 Operator V (Grandfathered)
- 19 Field Operator Steam Generation (2nd Class)
- 20 Operator V
- 22 Operator Instructor Furnace Boilers, Operator V (2nd Class)
- 24 Furnace/Boilers Process Control, Operator V (Relief PCO)
- 25 Shift Engineer
- 26 Operator VII

Gas and Dust

- 6 Helper Bag Repair
- 10 Operator ZnO Fume Recovery, Bag Repair, Operator I, Field Operator Slag Dewatering
- 11 Field Operator Kivcet Off Gas Handling
- 12 Operator II
- 13 Operator Instructor Gas/Dust
- 14 Operator III

Slag Fuming

- 9. Furnace Helper
- 12 4th Class Steam Engineer
- 15 Control Operator Slag Fuming (4th)
- 17 Field Operator 3rd Class Steam Engineer
- 18 3rd Class Steam Engineer (3rd in Field)
- 20 Field Operator 2nd Class

FEED AND BULLION

Feed

- 8 F/O Feed Preparation, F/O Effluent Handling

- 9 F/O Coal Preparation
- 11 F/O Residue Handling
- 12 F/O Feed Blending
- 14 F/O Drying/Grinding
- 17 Process Control Feed Preparation

Bullion

- 10 Field Operator Bullion Casting
- 11 Operator I (PT), Field Operator Tin Removal, Leaching Operator, Field Operator Thallium
- 12 Field Operator Softening
- 14 Operator II (PT)
- 15 Process Control Dressing, Operator III (PT), Operator IV (PT)
- 18 Operator Instructor

Gas and Dust

- 6 Helper Bag Repair
- 8 Janitor Process Feed & Vent
- 10 Bag Repair, F/O Baghouse Operator, Operator I
- 12 Operator II
- 14 Operator III

PROPERTY SUPPORT

SPECIALIST SUPPORT

Training

- 25 Instructor (Burning School / Basic Rigging / Scaffolding/ Equipment Courses)
- 26 Instructor Control Systems
- 27 Senior Instructor (Rigging/ Welding & Burning/ Layout/ Mechanical/ Propane/ Equipment)
- 27 Senior Instructor Control Systems

Bricklayers

- 3 Bricklayer's Helper
- 8 Utility Man, Truck Driver

HVAC

- 8 Trades Helper, Truck Driver Cleanup

PROPERTY SERVICES

Fire Department

- 21 Fire and Protective Services Officer
- 23 Fire and Protective Services Instructor

Water

- 14 Utility Operator

Air Separation Plant (BOC)

- 10 Utility Operator
- 15 Argon Operator
- 19 Air Separation Process Operator
- 21 Instructor Air Separation

Heavy Equipment Depot

- 8 Payloader/Lift Truck Operator, Truck Driver
- 9 Oiler Inspector, Tireman
- 10 Utility Man
- 11 Utility Service Operator
- 15 Shop Serviceman

Warfield Steam Plant

- 17 (16) Steam Engineer 3rd Class
- 22 (20) Steam Engineer 2nd Class
- 26 Operator Instructor

Materials Movement

- 10 Process Material Operator
- 12 Utility Services Operator
- 13 Property Support Operator
- 15 Equipment Operator/Instructor
- 16 Power Shovel Operator
- 18 Instructor Equipment Operator

Specialized Equipment

- 9 Gardener
- 10 Slag and Sandblaster, Mobile Vacuum System Operator
- 11 Liquid Blasting Operator
- 13 Senior Gardener, Speciality Equipment Operator
- 15 Operator Instructor, Speciality Equipment

MAINTENANCE SUPPORT

Projects

- 8 Roofer/Insulator Helper
- 9 Hiab Truck Driver
- 12 Tractor-Trailer Operator
- 13 Toolroom Attendant – Serviceman, Utility Service Operator
- 15 Lifting Group Operator, Maintenance Support Operator

Central Shop

- 3 Labourer
- 4 Tool Room Attendant
- 5 Tool Room Attendant, Utility Man
- 8 Material Handling Operator, Threading Machine Operator
- 9 Blacksmith Helper, Inventory Control Person, Shop Helper, Grit Blaster

- 10 Burner Cutting Centre
- 14 Cutting Centre Operator

TRADE GROUPS

Civil

- 22 Painter, Roofer/Insulator
- 23 Carpenter, Cement Mason, Bricklayer

Metal

- 23 Ironworker, Welder, Steel Fabricator, Leadburner, Blacksmith

Mechanical

- 22 Automotive Body Repair
- 23 Machinist, Millwright, Steamfitter/Pipefitter, Plastic/Rubber, Heavy Duty Mechanic
- 24 Tool & Die Maker

Electrical

- 23 Lineman
- 24 Electrician, Instrument Mechanic, Refrigeration Mechanic

MATERIALS AND METALLURGY

Analytical Services

- 4 Utility Person
- 8 Truck Driver

Receiving and Sampling

- 5 Sample Helper
- 13 Receiving Coordinator, Custom Sampler
- 15 Custom Sampler Instructor

ADMINISTRATION

Warehousing

- 8 Taxi Driver, Truck Driver Five-Ton, Warehouse Truck Driver (Light Delivery)
- 9 Field Serviceman, Hiab Truck Driver
- 22 Industrial Warehouseman

Surplus Sales

- 12 Senior Yardsman
- 14 Surplus Sales Operator

Janitors

- 1 Janitor, Office Cleaners
- 2 Serviceman Helper
- 5 Window Cleaner
- 6 Garment Centre Attendant
- 7 Janitor/Coverall Attendant
- 8 Serviceman Repairs

- 9. Truck Driver/Garment Clerk
- 11 Janitorial Services Instructor

Thallium Plant

- 18 Thallium Plant Operator

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: SENIORITY UNIT #56 SUB-GROUPS

The Company and the Union agree that Seniority Unit #56 will function under the following provisions:

- 1) The Seniority Unit will be divided into the following two sub groups:
 - a) Operators
 - b) Construction Service

Appendix "A" to this Letter lists the sub-groups and incumbents in each sub-group.

- 2) Promotions/demotions within own sub-group will be as per the C.B.A.
- 3) Promotion within Seniority Unit but outside own sub-group will be as per the C.B.A. except that they will be voluntary.
- 4) Demotions outside sub-group will be as per the C.B.A.
- 5) If no employee in Seniority Unit #56 accepts the job promotion, the vacancy will be filled as per Marginal Paragraph 11.28 of the C.B.A.
- 6) Crew reductions will be as per the C.B.A.

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- 7) Temporary transfers between sub-groups will be voluntary to the job that makes business sense. If no employees volunteer for transfer, the junior man will be placed in the junior job. Temporary transfers will be no more than thirty (30) calendar days in duration unless affected employee and Company agree to extend time limit. The Union will be notified of any extension beyond the thirty (30) calendar day limit. Extensions will not exceed sixty (60) calendar days without approval from the Union.
- 8) Either Party has the right to cancel this Letter upon thirty (30) days written notice to the other Party.

MAINTENANCE SUPPORT

Projects - Lifting Group - Operators

| <u>Job No.</u> | <u>Job Title</u> |
|----------------|------------------------------|
| 1963 | Trainee |
| 4777 | Utility Operator |
| 4147 | Hiab Truck Driver |
| 4470 | Lifting Group Operator |
| 4471 | Maintenance Support Operator |

Mitchell, R.W.
Moore, D.G.
Donaldson, R.A.
Belanger, M.C.

Lesiuk, P.G.
Menin, R.E.
Sidhu, D.S.

Caron, A.D.
Torresan, M.J.
Tjader, M.J.

MAINTENANCE SUPPORT

Projects - Construction Service

| <u>Job No.</u> | <u>Job Title</u> |
|----------------|---------------------------------|
| 4776 | Trainee |
| 4155 | Labourer |
| 3072 | Trades Labourer |
| 4156 | Small Equipment Operator |
| 4157 | Truck Driver |
| 4016 | Toolroom Attendant - Serviceman |

Rogers, A.R.
Leslie, J.N.
Peat, D.J.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

**SUBJECT: SUPERVISORS AND/OR PERSONS TRANSFERRING TO THE
BARGAINING UNITS**

This will confirm that the Company agrees that it will not transfer supervisors or other persons in its employ into the Local 480 bargaining unit during the term of this Collective Agreement. However, the Union will consider such transfer requests on a case-by-case basis.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: FLEXIBILITY/CONTRACTING OUT ISSUES

If, during the term of the renewal Collective Agreement, the Parties are unable to reach agreement on flexibility or contracting out issues through the joint process or committees established for this purpose, those issues will be referred to Brian Foley for a binding decision. In circumstances where Brian Foley is unavailable, the dispute shall be referred through the Arbitrator list in Article 12.06 for a binding decision.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: CHANGE OF SCHEDULE AT EMPLOYEE'S REQUEST

If a change of schedule is requested by an employee or group of employees as detailed below, both Parties agree the following conditions will apply:

Normal Schedule A 5-2 schedule on a 3-shift rotation with work days Monday to Friday followed by Saturday and Sunday as scheduled days of rest.

Employee's Request On afternoon shift, employees would work the normal schedule. On day shift, work days would be Monday to Friday followed by Saturday as a day of rest, and on night shift, work days would be Sunday to Thursday, followed by Friday, Saturday and Sunday as days of rest.

On written request by the Union, the Company may implement this schedule on a temporary or permanent basis subject to the following conditions:

1. A substantial majority of employees in a plant, group or section must be in favour of the change.
2. No overtime payment will be made for regular work performed on Sunday night shift as this will be a normal work shift.
3. The change from Friday day shift to Sunday night shift will be regarded as a normal change and will not be subject to overtime rates.

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4. For employees on night shift, Statutory Holidays which fall on Monday will be observed on Sunday night shift. Statutory Holidays and conditions of pay will apply to Sunday night shift and will not apply to Monday night shift. All work performed by this group on Monday night shift will be at regular base rates of pay.

For employees on night shift, Statutory Holidays which fall on Friday will be observed on Thursday night shift. Statutory holidays and conditions of pay will apply to Thursday night shift only. As Friday is a scheduled day of rest for this group, if requested to work on Friday night shift, all work performed by this group will be paid at regular overtime rates and not at Statutory Holiday rates.

5. Weekend premium will not be paid for work performed on Sunday night shift.
6. All other overtime and Statutory Holiday provisions of the Collective Agreement will apply to employees covered by this authorization when working on other than night shift.

A current listing of plants or sections of plants using this schedule is detailed below.

| <u>Location</u> | <u>Operation</u> | <u>Section</u> |
|-----------------|---|----------------|
| Trail | Equipment Depot Lead Electrolysis Lead Casting & Alloying | Garage |

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: 10/4, 8-HOUR SHIFTS

The Company and Union agree to a schedule consisting of ten successive working shifts of eight hours each followed by four days of rest, to provide an average of forty hours per week over a twenty-eight day period.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

**SUBJECT: CHANGING AN EMPLOYEE'S NORMAL WORK SHIFT, WITHIN A PLANT,
FROM NIGHT SHIFT TO DAY SHIFT**

If work is available on day shift immediately following the employee's night shift, the employee will be given the opportunity to work for which he will receive overtime rates on day shift. If the employee does not wish to work 16 consecutive hours, his normal shift on day shift will be shown as leave and no overtime will be paid on the succeeding shift. In cases of emergency or necessity, employees will be expected to work overtime.

Should an employee lose a day in making the change from night shift to day shift because work was not made available to him, overtime rates will be paid on the first work shift on day shift. The shift on which no work is performed will be recorded in the Labour Data System.

When changing from night shift to day shift, the Company shall schedule employees as follows: night shift, followed by afternoon shift, followed by day shift, if this is acceptable to the employee. When making such a shift change, pursuant to this Letter of Understanding, the Company is obligated to pay only one (1) short shift change as per the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: SCHEDULE AND SHIFT CHANGES

When the Company changes an employee's work shift or work schedule resulting in a long change and a loss of potential earnings, the following will apply:

1. In order to determine the potential loss of earnings, the employee's schedule will be reviewed commencing with the first day in which the employee's work or rest days are interrupted.
2. The schedule will be reviewed forward from the first day of interruption to the first occurring rest day of the employee's new schedule.
3. If the change results in the employee receiving fewer hours of work during this period than was anticipated on his former schedule, the employee will be given the option to work additional time to make up the loss of hours.

Example: Change from 4&4 (12 hours) to 5&2 (8 hours)

| <u>Former Schedule (4&4)</u> | <u>New Schedule (5&2)</u> |
|----------------------------------|--|
| F S S M T W T F | S S M T W T F S S |
| 12 12 | 12 12 12 12 D D D (Anticipated 48 hours) |
| 12 12 D D D D | D D 8 8 8 8 D D (Received 40 hours) ** Loss 8 hours |

* Review Forward

* First day of interruption of former schedule.

** First occurring rest day of new schedule.

4. When an employee's 4&4 schedule is interrupted by a Company-requested shift transfer that results in more than his regular 4 days off, the Company shall give that employee the option of working one of those days off at overtime rates.

In the above example, the employee anticipated 48 hours work during the review period but only received 40 hours work. In this case the employee will be given the option to work additional time to make up 8 hours.

LETTER OF UNDERSTANDING

BETWEEN: **TECK COMINCO 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 480)

(The "Union")

SUBJECT: **MAINTENANCE OF RATE - GRANDFATHER PROTECTION**

As a result of implementing a new maintenance of rate provision under Addendum "F" of the Collective Agreement, the Company agrees to provide "grandfather" rate protection under the respective provisions of the May 1, 1985 Collective Agreement as follows:

I. Article 11.05 - Deletion of Plant

(a) Trail Operations Old Melting Plant

| <u>Name</u> | <u>Employee No.</u> |
|-------------|---------------------|
| R.J. Caputo | 32566 |
| L.V. Sovran | 31278 |

(b) Sinter Plant and Lead Furnaces

All employees who are on the seniority listings dated May 1, 1988 with protection afforded to a maximum of 56 employees in the Sinter Plant and 76 employees in the Lead Furnaces.

II. Article 14.18 - Technological Change

Trail Operations

All employees being rate protected as a result of technological change as of May 8, 1987.

III. Trail Operations - Old Tank Rooms

All employees receiving rate protection as a result of Old Tank Room closure as of May 8, 1987.

IV. Article 11.05 - Deletion of Plant

As a result of implementing a new maintenance of rate provision under Addendum "F" of the Collective Agreement, the Company agrees to provide "grandfather" rate protection under the respective provisions of the old Collective Agreement May 1, 1985 to April 30, 1987, as follows:

Trail Operations - N.G.A.

| <u>Name</u> | <u>Employee No.</u> | <u>Effective Date</u> |
|-------------|---------------------|-----------------------|
| A.R. Rogers | 028794 | February 16, 1989 |
| T.J. Lepage | 029609 | February 16, 1989 |

V. Apprenticeships

Employees selected for apprenticeship shall cease to receive rate protection under the provisions of this Letter.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(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 \$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 present.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: PIE TIME

It is the intention of the Company, during the term of this Collective Agreement, to maintain the allowance for "pie time" for Construction, Maintenance, Shops and Service crews at Trail. However, in order to avoid operational inefficiencies, the timing of the assignment of pie time will be at the discretion of line management.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: LOCAL 480 BENEFITS CO-ORDINATOR

The Company agrees to maintain a full-time Benefits Co-ordinator who shall be appointed by the President of Local 480.

The normal work week for the Local 480 Benefits Co-ordinator shall be Monday to Friday, forty (40) hours per week, with the normal work day being 8 hours.

The Local 480 Benefits Co-ordinator shall devote his time exclusively to assisting in the proper use of the health, disability and Workers' Compensation benefits and services, including the following:

- (a) explaining the extent and limitation of entitlements,
- (b) assisting in filing applications and follow-up adjudication of claims,
- (c) advise on their rights of appeal and assist appeals, to their conclusion,
- (d) advise on the availability of rehabilitation services and facilitate their effective use in consultation with Teck Cominco benefits and rehabilitation staff,
- (e) represent individuals and the Union on any joint advisory committees on modified work, rehabilitation or benefits policy established from time to time,
- (f) advise Teck Cominco Employee Relations and Benefits Officers of any perceived problems which may arise.

In carrying out these duties, the Local 480 Benefits Co-ordinator will work closely with Cominco benefits staff and management with the objective of ensuring that employees entitled to benefits receive them promptly and to the extent intended by the applicable laws, regulations, Collective Agreement and contracts with the benefits carriers.

The Local 480 Benefits Co-ordinator shall report to the President of Local 480 who shall ensure that the services provided by the Co-ordinator comply with the terms of this letter.

The Local 480 Benefits Co-ordinator will be granted a Leave of Absence, without pay, from Teck Cominco for the duration of his term of appointed office. Such leave will apply towards the accumulation of seniority and pensionable service as per the terms of the Collective Agreement.

The Local 480 Benefits Co-ordinator will be paid directly by Local 480, U.S.W. Teck Cominco will provide a monthly grant to Local 480 to reimburse Local 480 for the cost of employment of the Co-ordinator. This grant will be equivalent to One Hundred and Seventy-four (174) hours at Job Class 23 plus Fifty cents (\$.50) plus applicable COLA, and a sum equivalent to the Employer portion of the premiums for UIC, WCB and CPP for the employee. In addition, the Company will continue to provide coverage for the Co-ordinator for the benefit plans identified in the Collective Agreement.

Local 480, U.S.W., will be considered the employer of the Co-ordinator for the purposes of collecting and reporting statutory deductions, i.e., Federal Tax, UIC, WCB, CPP and the issuance of T-4 slips. Local 480 will also be considered the employer and will bear the financial responsibility for vacations earned by the Co-ordinator during his term of office. Regular vacations earned while in the employ of Teck Cominco, and taken in the calendar year in which they would normally fall due, will be paid for by the Company directly to the Co-ordinator, upon application to the Company. Any special vacations earned by the Co-ordinator while in the employ of the Company, and taken during his term of office, will be paid for directly by the Company to the Co-ordinator, upon application to the Company.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: LOCAL 480 SAFETY CO-ORDINATORS

The two Local 480 Safety Co-ordinators will report to the Chairman of the Local 480 Safety Committee and will operate from the Local 480 Office.

Appendix I, attached, entitled "Job Outline for Local 480 Safety Co-ordinators", is an outline of the job duties of each of the two incumbents.

The normal work week for the Local 480 Safety Co-ordinators shall be Monday to Friday, forty (40) hours per week, with the normal work day being 8 hours, 7:00 a.m. until 3:30 p.m. Safety Co-ordinators will be expected to respond to call-outs at times outside their normal working hours. Paid leave in lieu of extra time worked will be granted at the discretion of the Chairman, Local 480 Safety Committee.

The two Local 480 Safety Co-ordinators will be equipped with radio pagers, with the Company covering the costs associated with pager service.

The two Local 480 Safety Co-ordinators will be granted a Leave of Absence, without pay, from Teck Cominco for the duration of their terms of elected office. Such leave will apply towards the accumulation of seniority and pensionable service as per the terms of the Collective Agreement.

The two Local 480 Safety Co-ordinators will be paid directly by Local 480, U.S.W. Teck Cominco will provide a monthly grant to Local 480 to reimburse Local 480 for the cost of employment of the Co-ordinators. This grant will be equivalent to Three Hundred and

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Forty-eight (348) hours at Job Class 23 plus Fifty cents (\$.50) plus applicable COLA, and a sum equivalent to the Employer portion of the premiums for UIC, WCB and CPP for two employees. In addition, the Company will continue to provide coverage for each of the two Co-ordinators for the benefit plans identified in the Collective Agreement.

Local 480, U.S.W., will be considered the employer of the two Co-ordinators for the purposes of collecting and reporting statutory deductions, i.e., Federal Tax, UIC, WCB, CPP and the issuance of T-4 slips. Local 480 will also be considered the employer and will bear the financial responsibility for vacations earned by the Co-ordinators during their terms of office. Regular vacations earned while in the employ of Teck Cominco, and taken in the calendar year in which they would normally fall due, will be paid for by the Company directly to the Co-ordinators, upon application to the Company. Any special vacations earned by the Co-ordinators while in the employ of the Company, and taken during their terms of office, will be paid for directly by the Company to the Co-ordinators, upon application to the Company.

APPENDIX 1

JOB OUTLINE FOR LOCAL 480 SAFETY COORDINATORS

Reporting to the Local 480 Safety Committee Chairman, the Safety Coordinator is accountable for recommending and ensuring implementation of effective occupational health and safety measures and accident loss control programs according to regulations and agreements. The two Local 480 Safety Coordinators are accountable to the membership through the Local 480 Safety Committee and function under the direction of the Chairman of the Committee.

The Local 480 Safety Coordinators are full time field representatives of the Local 480 Safety Committee with duties in the following areas:

1. Conduct regular tours of the plants on a schedule determined by the Local 480 Safety Committee. Individual plant reporting-in procedures will be followed. The primary purpose of the tours is for a Local 480 Safety Coordinator to be accessible to members at work, to listen to their safety concerns, and to assist workers in getting their concerns dealt with in keeping with the provisions of the Collective Agreement. As a full time representative, he or she will have time to expedite solutions to matters raised, thereby assisting Safety Representatives and Captains in the carrying out of their responsibilities. The Local 480 Safety Coordinator will direct particular attention to the new employee.
2. The Local 480 Safety Coordinator will encourage the development of safety awareness in the workforce and will encourage the participation and development of competent Captains and Safety Representatives in all work areas.
3. In carrying out responsibilities, the Local 480 Safety Coordinator works in a manner similar to that of a Company Safety Coordinator in that he or she will inform supervisors of unsafe practices and conditions, make recommendations to improve safety performance, and ensure appropriate corrective action is taken. The incumbent may examine the procedures and practices of outside contractors with respect to compliance with Comino and other regulations.
4. The Local 480 Safety Coordinator will submit a brief written monthly report to the Local 480 Safety Committee and to the Company, supplying all pertinent information on safety performance and highlighting problem areas.
5. The Local 480 Safety Coordinator works with other safety officials, including the Safety Supervisor, Trail Operations and his staff, particularly in regard to exchanging information and technical expertise for safety procedures, and in recommending changes to safety policies and procedures. Safety training similar to that received by Company coordinators will be offered to the Local 480 Safety Coordinators.
6. The Local 480 Safety Coordinators may assist in developing the Local 480 component of plant safety inductions, but the primary responsibility for the development and carrying out of Union participation will be with the Local 480 safety organization.

7. An important duty is to promote understanding among workers with respect to workers responsibilities in the work place concerning regulations that are applicable, i.e. W.C.B. regulations. If the Local 480 Safety Coordinator and/or an employee deem an act or condition unsafe, Workers' Compensation Board Industrial Health and Safety Regulations 3:10 and 3:12 shall be complied with immediately. Disagreements about the interpretation of regulations shall be handled in a manner consistent with Article 9, Section D of the Collective Agreement.
8. The incumbent, when necessary, follows up on accident investigation recommendations and procedural changes. While the primary responsibility for accident investigation is with the Safety Representatives, the Local 480 Safety Coordinator may, when appropriate, initiate and participate in accident investigations.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(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 \$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 480 Union Hall to discontinue. Employees who are members of Local 480 may donate up to \$0.01 per hour for every hour worked on a straight time basis up to 80 hours per pay period, or if the employees are members of Local 9705, the \$0.01 per hour worked per month up to a maximum of 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 \$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 COMINCO 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 480)

(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 July 9, 1987 (for employees who retire subsequent to June 1, 1999), and from July 19, 2005 to October 6, 2005 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 scheduled vacations.
2. Seniority - Time on strike will be considered as Company service for the purpose of calculating an employee's Company and Plant Seniority under Marginal Paragraphs 11.02 and 11.03.

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 COMINCO 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 480)

(the "Union")

**SUBJECT: STATUTORY HOLIDAY ENTITLEMENT – UTILITIES
MAINTENANCE 4 & 4 SCHEDULE**

In lieu of statutory holiday entitlement under the Collective Agreement, employees covered by this Letter shall receive ninety-six (96) work hours off in each calendar year as follows:

1. Prior to October 31st in each year the employees shall be entitled to request the days which they desire to have off in lieu of statutory holidays and the Company will endeavour to grant such days off subject to the requirements of the Operation.
2. After October 31st in each year the Company shall have the right to schedule days off in lieu of statutory holidays for those employees who have not arranged with the Company for such days off.
3. If an employee has not received all statutory holiday entitlement under this Letter of Understanding or the Collective Agreement by the end of the calendar year, the Company shall pay him for all remaining statutory holiday entitlement at the rate of one hour's pay at his standard hourly rate for each hour of statutory holiday entitlement not received during the calendar year.
4. In lieu of any payments for work performed on statutory holidays, employees shall be entitled to forty-eight (48) work hours off in each calendar year. Such time off to be scheduled at the mutual convenience of the Company and the employee and if such entitlement is not received by the employee by end of the calendar year he shall be paid for all hours not received at the rate of one hour's pay for each hour not received at his standard hourly rate.
5. If an employee is covered by this Letter of Understanding for only a partial calendar year his statutory holiday entitlement and his work hours off in lieu of any payments for work performed on statutory holidays under this Letter of Understanding shall be established at the rate of twelve (12) hours total for each calendar month that he is covered by this Letter of Understanding.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: BLOCK VACATION SYSTEM

Employees on continuous operations will take vacations and/or earned relief days over a work period rather than by calendar weeks. The conditions governing the Block Vacation System are as follows:

A. 7/2 and 10/14 Work Schedule

1. An employee shall commence a vacation at the start of a work period which shall commence on Tuesday, Thursday or Saturday depending on the work period selected. Generally five (5) work days and two (2) relief days shall be scheduled in each work period of seven (7) work days.
2. Where there are insufficient relief days to fill in a seven (7) day work period after five (5) vacation days, the employee may, at the discretion of his supervisor, use floating statutory holidays or unpaid leave.
3. As operating conditions or work procedures vary between operations and/or plants, the method of handling the Block Vacation System must be flexible and be the responsibility of individual plant supervision. On application to his supervisor an employee may be permitted, in extenuating circumstances, to use more than five (5) vacation days in a work period, or more than two (2) earned relief days in a work period.
4. As some plants will continue on a fixed system of relief days only a limited number of relief days may be banked to be used in conjunction with five (5) vacation days to complete each work period.

5. In any year there is a vacation shutdown, an employee may be permitted to bank extra relief days to be used to complement five (5) vacation days in each work period in accordance with an employee's vacation entitlement. Supervision will allocate the number of relief days to be banked for use during the shutdown period. It should be understood that in shutdown or startup procedures of a vacation shutdown, it will not always be possible to schedule all employees off in complete work periods.

B. 12/12 Work Schedule

1. Employees working on the 4&4 12-hour shift schedule will use eight (8) hours of relief time from accumulated paid relief time to supplement 40-hour blocks of vacation. Where there are insufficient relief hours to fill the block, the employee may use a floating statutory holiday or unpaid leave.

The Block Vacation System is to be instituted without additional overtime costs to the Company. The Company reserves the right to implement certain rules which are outlined in Item 5 in a Letter of Understanding dated July 24, 1973. The Company agrees to give the Union thirty (30) days notice in writing of any pending change and to hold discussions with the Union prior to the implementation of any change.

LETTER OF UNDERSTANDING

Between: **TECK COMINCO 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 Locals 480 and 9705)

("the Union")

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

From time to time, employees are requested by Teck Cominco 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 Cominco's operational needs;
- b) training is required and approved in advance by Teck Cominco; 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 Cominco's 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 Cominco 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.

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3. Travel

There will be no compensation for time spent in travel to training programs or meetings unless the programs are more than 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 COMINCO 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 480)**

(the "Union")

SUBJECT: **EMPLOYEES ON LOAN**

In the interest of making the most flexible use of the skills available within the Company, it is desirable from time to time to loan employees between various operations of the Company on a temporary basis. The following conditions will apply to employees on loan where the employee is required to live away from his normal place of residence.

1. All loan assignments shall be voluntary.
2. The rate of pay of an employee on loan will be the higher of the employee's standard hourly rate or the equivalent rate prevailing at the operation to which the employee is loaned.
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 personal car for transportation, he will be reimbursed at the prevailing mileage rate allowance contained in the Company's Expense Account regulations for the initial trip and the trip home at the conclusion of the loan assignment.

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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 weeks. If an employee elects to remain on loan for a period in excess of five weeks he will be provided with transportation home after every five 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 \$45 per week will be paid to employees on loan for each week on loan. Loan assignments of less than one week will be prorated.
10. The Company will advise the Union in writing of employees accepting loan assignments.
11. Employees on loan shall remain in the bargaining unit.
12. Employees will be granted a per diem allowance for actual expenditures up to a maximum of \$45 per day.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: APPRENTICE TRAVEL TO PROVINCIAL APPRENTICESHIP SCHOOL

The Company agrees to the following practice when an apprentice is required to travel to or from Provincial Apprenticeship School in Vancouver, Prince George, Kamloops, Kelowna or Victoria:

Where a course begins on a Monday and the apprentice travels on the weekend and loses no working time, but should the Monday be a Statutory Holiday, then the Company pays for that day.

Where a course is completed on a Wednesday and the apprentice travels home on Thursday and works on Friday, the Company shall pay the apprentice for working time lost on the Thursday. Should a course end on a Thursday, the Company shall pay for the work lost on Friday.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: JOURNEYMAN CERTIFICATION WITHIN SPECIFIC TRADES

Following a review of the trades which currently involve a traditional three-year Provincial Government apprenticeship, the Parties agreed to the following:

1. In each of the trades listed, apprentices will be required to complete the three-year Provincial apprenticeship for which they will receive their Government certificate upon successful completion.
2. Following successful completion of the three-year Provincial Government apprenticeship, they will then serve a period of improvership of one year following which they will attain journeyman status and be paid as per the Collective Agreement.

Trades

Painting & Decorating
Welder
Roofer Insulator
Iron Worker
Bricklayer

During the course of the four-year programs, apprentices will be paid according to the schedule detailed in the Collective Agreement for the traditional four-year Provincial Government apprenticeship program.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: REVIEW COMMITTEE

1. The Company and Union agree to form a Committee to review the existing Letters of Agreement, unsigned Letters of Understanding, Letters outside the Collective Agreement, and Memorandums of Agreement.
2. The members of the Committee will review and determine the impact, if any, of each document with respect to the Collective Agreement. If it is agreed that a document affects the Collective Agreement, the Committee will determine what form the document should take, and make a recommendation for the next set of negotiations.
3. The Committee will be comprised of two representatives from the Company and two representatives from the Union.
4. Either Party may refer to these Letters for the purpose of past practice until the completion of this process.
5. The Parties will meet not later than October 31, 2008 and have completed their review by June 30, 2009.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: SENIOR LEADER JOBS

The Company and the Union agree to provide for Senior Leader job classifications that reflect the added responsibilities of directing employees.

The description and classification of the Senior Leader job in a plant area shall contain a notation to indicate the basic job from which the Senior Leader job classification is determined (i.e., the top operator, not what is often called control operator). The Senior Leader job classification shall be four job classes higher than the basic job; such differential reflecting proper credit for the added responsibility of directing employees in the plant area without limitation as to the portion of the Senior Leader's time required in the activities of such direction. This shall apply only where a group is working with no supervision (supervisor or foreman) for a full shift, or for four or more consecutive hours when no supervision is present on the property (e.g. last four hours of day shift Monday to Friday in Pressure Leaching).

Those employees currently working in the job classifications in the affected plant areas shall be entitled to out-of-line differential as per the CWS manual.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: ACTING SUPERVISORS

The Company and the Union agree that as an operational requirement, the Company must have the flexibility of appointing Acting Supervisors. Such appointments shall be subject to the following conditions:

- 1) Appointments to the position of Acting Supervisor shall not exceed one hundred and fifty (150) working days in any calendar year.
- 2) Both Parties may mutually agree to extend the time limits in (1) above where special circumstances necessitate such extensions (e.g. replacing supervisors on extended illness).
- 3) The Company shall provide the Union with a monthly list of appointments to Acting Supervisor positions.
- 4) On completion of assignment as an Acting Supervisor, an employee shall return to the job he would have held had he not been temporarily promoted. Marginal Paragraph 11.15 of the Collective Agreement shall not apply with respect to this Letter of Understanding.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: CONTRACTING OUT

"This Letter of Understanding is intended as a supplement to the contracting out provisions set out in the Collective Agreement.

- (a) To eliminate the administrative difficulties associated with the calculation of dobie dues (1% of total straight time wages paid to all employees of any non-Steelworker contractor brought on-site to perform 'peak work'), the Company will provide a monthly payment of \$4,000.00. This amount will increase by \$250.00 on June 1st in each successive year of the Collective Agreement.
- (b) The Company and the Union will meet on a monthly basis to discuss contracting out issues. A maximum of three persons from each party will attend. The Company will reimburse, at straight time rates, one employee who represents the Union at these meetings. Any additional time for Union representatives will be paid for by the Union.
- (c) At these monthly meetings, the parties will discuss any issues raised relating to contracting out. If the Union questions particular work contracted out, the Company will provide sufficient details of those contracts to enable meaningful discussion to take place. The parties will give due consideration to any suggestions/ideas they each might put forward respecting contracting out.
- (d) The Company and the Union agree to discuss potential apprentice opportunities that may arise and trades retraining in other trades."

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: SENIORITY UNIT #20 SUB-UNITS

The Company and the Union agree that Seniority Unit #20 will function under the following provisions:

- 1) The Seniority Unit will be divided into two sub-units:
 - a) Furnace and Boilers
 - b) Gas and Dust
- 2) Promotions/demotions will occur only within the sub-unit and will be filled as per Marginal Paragraph 11.08.
- 3) In the event no employee in Seniority Unit #20 accepts the identified job vacancy, such vacancy will be filled as per Marginal Paragraph 11.28.
- 4) Temporary transfers from Furnace and Boiler sub-unit to Gas and Dust sub-unit shall be offered to senior qualified non-steam employees first. If no employee accepts such transfer, the most junior qualified employee shall be assigned to the relief position.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)**

(the "Union")

SUBJECT: SENIORITY UNIT #21 SUB-UNITS

The Company and the Union agree that Seniority Unit #21 will function under the following provisions:

- 1) The Seniority Unit will be divided into two sub-units:
 - a) Drossing Plant
 - b) Feed Preparation
- 2) Promotions/demotions will occur only within the sub-unit and will be filled as per Marginal Paragraph 11.08.
- 3) In the event no employee in Seniority Unit # 21 accepts the identified job vacancy, such vacancy will be filled as per Marginal Paragraph 11.28.
- 4) Temporary transfers between sub-units will be as per Marginal Paragraph 11.29.

LETTER OF UNDERSTANDING

BETWEEN: TECK COMINCO 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 480)

(the "Union")

SUBJECT: ARTICLE 11.21 – SPECIAL EXPERIENCE

Both Parties recognize the value in the Company offering selected employees the opportunity to obtain special experience in order to better train them for jobs outside the bargaining unit.

As such, Teck Cominco and the Union agree to the following terms with respect to the application of Marginal Paragraph 11.21 of the Collective Agreement:

1. Employees may be selected by the Company to obtain "special experience" as outlined in Marginal Paragraph 11.21.
2. The Company agrees to notify the Union of employees who are participating in such assignments.
3. The Company will provide the Union with a tentative duration and the anticipated job description related to the work assignment. The Union will have an opportunity to provide prior input with respect to the scope and duration of the assignment.
4. The Company will determine the wages associated and paid to the selected employees and therefore, Article 14 of the Collective Agreement is not applicable to employees on such assignments.
5. The Parties agree that such special assignment shall have no effect on the terms of Letter of Understanding # 30 (Acting Supervisors).
6. All benefits associated with the selected employees previous positions will be maintained throughout the period of "special experience".

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7. Employees who participate in the job assignment will remain a member of the bargaining unit and as such, will continue to maintain and accrue seniority as outlined in Article 11 and continue to pay Union dues as per Article 22 of the Collective Agreement. Participation of such employees is voluntary. Moreover, employees may choose to return to their previously held plant position at any time.
8. Skills and knowledge obtained by employees during special experience will not be a factor in the decision to promote, demote, or transfer as outlined in Marginal Paragraph 11.08 (i) of the Collective Agreement.
9. A person performing bargaining unit work as part of the “special experience” will not be used for vacation relief, to fill a temporary or permanent vacancy, or for “peak” work. An assignment to such “special experience” work shall have a defined purpose and duration.
10. This agreement is made on a without prejudice basis and does not affect either Parties rights under the Collective Agreement.
11. Either Party has the right to nullify this Letter of Understanding upon giving the other Party 30 days written notice of termination.

LETTER OF UNDERSTANDING

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SUBJECT: **STEAM CERTIFICATION TRAINING PROGRAMS**

The effectiveness of the ongoing operations requires the continuous upgrading of employees in Power Engineering. This agreement outlines the criteria for employees wishing to enter or upgrade their skills within the Power Engineering Training Program. Entry into the program is limited to those employees regularly employed on jobs requiring steam certification or those employed on job sequences leading to other jobs in which steam certification is a requirement.

1. The number of employees in the program and the timing of training at any time will be limited and subject to the needs of the plants. Selection shall be in accordance with the Collective Agreement and within the provisions of this Letter of Understanding.
2. All employees entering the program or upgrading their Steam Certification may be subject to a prerequisite evaluation of academic skills to confirm program entry qualifications. Selkirk College, at the Company's request and cost, will provide an evaluation of employees to determine competency in math, physics and English. Any deficiencies in these skills will be identified to the employee. Upgrading of any skills will be the employees choice and subject to the Education Rebate (Control Document 1604).
3. The elements of the Steam Certification Program for the various classes are:
 - (i) **Fourth Class Power Engineers:** no tutorial sessions will be held, a CD-based training program is available to enhance the BCIT course. All recommended reading material is available from Teck Cominco Metals Ltd. on a loan basis for study and review. The time allowance for training will be up to a maximum of four weeks at a Company sponsored location under the supervision of the Chief Power Engineer or designate.

- (ii) **Third Class Power Engineers:** tutorial sessions will be held on an as needed basis with support from existing Power Engineers. All recommended reading material is available from Teck Cominco Metals Ltd. on a loan basis for study and review. The time allowance for training will be up to a maximum of 8 weeks (maximum 3 weeks per section) at a Company sponsored location under the supervision of the Chief Power Engineer or designate.
- (iii) **Second Class Power Engineers:** tutorial sessions will be held as outlined below. All recommended reading material is available from Teck Cominco Metals Ltd. on a loan basis for study and review. The time allowance for training will be up to a maximum of 20 weeks (maximum 4 weeks per section) at a Company sponsored location under the supervision of the Chief Power Engineer or designate. Any instructor led tutorial sessions are included as part of the time for training.
- (iv) The Company will make every reasonable effort to place an employee on a 5&2 shift for the purposes of Steam Training. Where this arrangement is not possible, the employee will be entitled to paid training on their days off as per Letter of Understanding No. 23.

All training of this nature will be conducted at a Company sponsored location under the supervision of the Chief Power Engineer or his/her designate.

The training times allowed are the same as set out in item #3 above.

4. The Second Class tutorial led training sessions are set up in three sections, each of three weeks duration. The remaining available training time up to a maximum 11 weeks is available for private study under the supervision of the Chief Power Engineer or designate. No formal tutorial sessions will be held during this time. Assistance from incumbent Power Engineers will be available.
5. Tutoring with paid time off will only be allocated once per paper. It will be incumbent upon applicants failing any paper to schedule any required future tutoring, study and exam writing on their own time.
6. At least one paper must be completed and the government exam passed before proceeding to the next section. There is no limit to the number of papers written at each exam time.
7. Upon successful completion of courses and government certification as a Second Class Engineer, the wage grade of the incumbent third will be increased two wage grades.
8. Steam course correspondence material will be ordered and supplied by Teck Cominco Metals Ltd. upon entering into the program.

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

LETTER OF UNDERSTANDING

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ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(on behalf of Local 480)

(the "Union")

SUBJECT: FILLING OF TEMPORARY TRADES VACANCIES

In order to assist with the effective deployment of the work force, the Company agrees to fill temporary trades vacancies of less than 90 days duration as defined by Marginal Paragraph 11.29 (i) as per the following:

1. Where a temporary vacancy of less than 90 days duration has been identified within the trades job classifications, the Company will endeavor to fill such temporary vacancies with qualified crew reduced trade employees in accordance with Company seniority.
2. Where the Company is unable to transfer the senior qualified crew reduced trade employee to fill the temporary vacancy and instead transfers a junior employee, the Company shall pay the senior employee who has a request transfer and is prepared to accept such temporary transfer, the equivalent wage grade for the duration of the temporary assignment.
3. The Parties agree to suspend Marginal Paragraph 11.11 concerning the accumulation of plant seniority in the plant the employee was temporarily assigned during such temporary assignment.

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BETWEEN: TECK COMINCO METALS LTD.

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**SUBJECT: 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 12.06.

LETTER OF UNDERSTANDING

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INTERNATIONAL UNION
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(the "Union")

SUBJECT: **OPERATOR DEVELOPMENT PROGRAMS**

The following general terms and conditions shall apply to Operator Development Programs agreed upon by the Parties:

1. Job Evaluation

Determination of wage rates for Operator Development Programs shall be covered by the Co-operative Wage Study.

2. Plant Consultation Committees

Consultation Committees shall be established for individual Operator Development Programs. These committees will include representation from the plant crew, Union and Company.

3. Letters of Understanding

Letters of Understanding shall be established by mutual agreement of the Parties to the Collective Agreement for individual Operator Development Programs.

4. Existing Operator Development Programs

Consultation Committees will be established to review present Operator Development Programs with a view to establishing mutually agreed upon Letters of Understanding.