

May 9, 2018

## **Mount Polley Mining Corporation**

### **Comprehensive Proposal For a Renewal Collective Agreement**

*These are the Company's proposed terms and conditions for a renewal collective agreement between the Company and USW Local 1-2017.*

- *Where there is no reference below to a new or amended provision, the provisions of the 2013 - 2017 agreement are continued.*
- *Some, but not all agreed housekeeping changes [HK] are included in the text below. The other agreed changes and any additional agreed matters (with respect to numbering, organization, inclusion of an index etc.) will be included in the final text in the parties' booklet version of the collective agreement.*
- In many cases, where there is a change of a few words within a larger block of text, those changes have been underlined for convenience of identifying the change. Where there are larger changes, the entire text is not underlined. However, the text should always be carefully compared to the text of the 2013-2017 agreement.
- *The changes to the last comprehensive position are highlighted in yellow.*

The following is subject to corrections of errors and omissions.

#### **1.05 [Agreed] New section (replacing LOU # 7):**

##### **UNION / MANAGEMENT COMMITTEE**

Recognizing the need for good labour relations, the parties shall schedule Union-Management meetings once every three (3) months or more frequently as required.

The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the collective agreement. Areas for discussion shall include but not be limited to:

1. Training
2. Safety Measure
3. Contracting out issues
4. Matters that affect the employee's employment conditions
5. Benefits

**2.03 Amend to add:**

"The term 'special projects' is defined as projects required by federal or provincial governments, seasonal work, and other projects of a finite nature."

**4.01 (a) [Agreed, HK] Amend to read:**

- a. Authorize the Company in writing to deduct Union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 1777 - 3<sup>rd</sup> Avenue, Prince George, B.C. V2L 3G7.

**4.02 (e) [Agreed, HK] Amend to read:**

- e. A duplicate R115 Form and Employee Deduction Statement as in **d.** above shall be forwarded by facsimile to:  
United Steelworkers, Local Union 1- 2017  
Attention: Financial Secretary at fax number 250-563-0274.

**4.03 Amend to read:**

It is the parties' desire to establish and maintain excellent labour relations in the work place. To this end, the Union and the Company shall jointly acquaint new employees with the collective agreement. The Company will enable an available shop steward to have a brief meeting with the new hire during or at the end of orientation. The Company supervisor shall introduce all new employees to the steward on the crew to which they are assigned within the first rotation.

**4.06 [Agreed] Amend to read:**

The Union shall promptly notify the Company, in writing, of the names of those who have been elected to the executive or other Union committees. The Company will recognize up to one steward from each shift (A, B, C and D) as well as from each crew from any of the following: Mine Operations, Mine Maintenance, Mill Operations and Mill Maintenance. The Union will designate and the Company will recognize the Plant Chairperson as the chair of the grievance committee. To be a steward, an employee must have completed his probationary period.

**5.04 [Agreed, HK] Amend by deleting paragraph c.**

**5.12 [Agreed] Add new provision:**

The Company will post a list of all hours worked on overtime within forty-eight (48) hours of the start of the shift. This list will include who worked and on which day they worked.

**6.03 [Agreed] Amend to read:**

To qualify for statutory holiday pay, an employee must work the employee's last scheduled shift prior to the statutory holiday, the holiday itself (if the employee is scheduled to work it), and the next scheduled shift after the holiday. The exception to these requirements is where an employee has a reason acceptable to the Company, such as illness or injury. Proof will be required.

**7.05 [Agreed, HK] Amend to read:**

Employees who leave the service of the Company shall be paid vacation pay at the time of severance in accordance with the provisions of article 7.02.

**7.06 [Agreed] Amend article 7.02 to read, in its entirety (Note the former paragraph a and the last sentence are deleted):**

An employee may elect to be paid his /her vacation pay from one of the following two options:

- a. Full vacation to be paid in the period which the employee notifies the Company when he/she wishes to receive the earned vacation pay.
- b. Vacation pay to be paid as if the employee worked the day. Vacation will be reconciled at the end of each employee's vacation year.

**8.01 [Agreed, HK] Amend the second paragraph to read:**

Subject to clause 8.02 hereof, the departments will be the Mine Operations, Mine Maintenance, Mill Operations, Electrical and Mill Maintenance.

**8.03 Amend paragraphs (e) and (f) to read:**

- e. is laid off by the Company for a period of more than one (1) year;
- f. fails to satisfy the recall provisions of article 9.02.

**8.04**

Seniority shall be maintained and accumulated, subject to any legal duty to accommodate, during:

- a. absence due to an occupational injury or illness, which occurs while the employee is performing work the Company, for up to three (3) years.
- b. non-occupational injury or illness causing absence as per Article 8.03 (g) subject to a doctor's report verifying the exact nature and extent of the injury or illness, the prescribed treatment and prognosis for recovery.
- c. layoff.

**8.05 [Agreed] Amend to read:**

Seniority shall be maintained but not accumulated during authorized leave of absence exceeding thirty (30) calendar days.

**8.12 Amend to read:**

In cases where the transfer of an employee to another shift or rotation would promote the effectiveness of operations, employees with greater seniority must give due consideration to a proposed transfer. The junior appropriate employee must accept a proposed transfer.

**8.13 Replace the current 8.13 with:**

- a. In the case of a lay-off resulting in termination of employment as defined in the *Employment Standards Act (ESA)*, the Company must provide terminated employees with two weeks' notice of layoff for every year of completed service to a maximum of 12 weeks. If the Company fails to give the notice required by this provision to any employee, the Company must pay that employee an amount equal to the pay the employee was entitled to receive for the period of notice deficiency upon the expiration of the employee's seniority and recall rights.
- b. Any exceptions set out in in Part 8 of the ESA apply to paragraph a.

**9.01 Amend to read:**

In any case of reduction in force, the Company shall issue layoff notices to the employees in the redundant positions with the least departmental seniority. These employees may then use their departmental seniority to bump a more junior employee provided they have the qualifications and skills relatively equal to the person presently holding the position. Employees who eventually get laid off out of their department may exercise their company seniority to bump into another position provided they have the qualification and skills relatively equal to the person presently holding the position. It is also agreed that employees will have the option of bumping into the positions of: Haul Truck Driver or Mill Labourer without prior experience.

**9.02 Amend to read:**

Laid-off employees will be notified of recall by telephone or email, which will be confirmed by registered mail. An employee being recalled must return to work no longer than fourteen (14) calendar days after mailing of the registered notice. A copy of the notice will be given to the Union. It is the responsibility of the laid-off employee to keep the Company informed of their current mailing address, email address and telephone number.

If an employee is recalled to a job other than the posted job held at the date of lay-off, the employee will be entitled to return to that posted job if it becomes available within one (1) year following recall.

**9.03 [Agreed] Amend to read:**

The Company recognizes the seniority rights of its employees and shall furnish the Union with a seniority list based upon the last date of employment of all employees and department. This seniority list will be recognized as the official seniority list under the terms of this agreement.

**9.05 [Agreed, HK] Amend to change 'working force' to 'workforce'.**

**9.06 [Agreed, HK] Move to article 8.**

**9.09 [Agreed] Amend to read:**

If there are no qualified applicants within the department, the Company may fill the opening by:

1. Appointing a qualified applicant from outside the department or, if there is more than one qualified applicant, applying the criteria in section 9.08

except that the Company will consider the Company seniority (instead of the departmental seniority) of the applicants;

2. Training the senior applicant employee from within the department, provided that (a) the work of the posted position can be maintained at a satisfactory level during the period of training, and (b) the required training can be completed within sixty (60) calendar days;
3. Training the senior applicant employee from outside the department, provided that (a) the work of the posted position can be maintained at a satisfactory level during the period of training, and (b) the required training can be completed within sixty (60) calendar days; and
4. Hiring a qualified person from outside the bargaining unit.

If the vacancy is not filled within ninety (90) days, the vacancy will be reposted.

**10.02 (a) [Agreed] Amend to read:**

**SAFETY COMMITTEE**

- a. A permanent Safety Committee of nine employees shall be appointed by the Union, three (3) of which shall meet with the Company during the first half of each month to conduct workplace inspections. The safety meetings with management shall be held later in the same month, allowing time for the inspection report to be prepared. Official minutes shall be kept and copies forwarded to the Safety Committee and local Union. A copy of their report shall be filed with the Inspector of Mines and posted on all bulletin boards.

**10.02 (b) [Agreed] Amend (per section 15 of the *Mines Act*) to read:**

- b. At the request of the Ministry of Mines Inspector, the Company will arrange for the worker co-chair or designate, and the management co-chair or designate, each to appoint a representative to accompany the Inspector on an inspection.

**10.07 (11) [Agreed] Amend item 11 to read:**

11. Respiratory protection that is individually fitted for all who require them.

**11.02 (b) [Agreed] Amend to read:**

- b. Except for reasons acceptable to the Company, the employees shall call-in to the designated number at least two (2) hours in advance of their shift with

reasons for not reporting. The call-in number shall be posted on all department bulletin boards.

**11.03 [Agreed] Amend to read:**

A leave of absence may be extended at the discretion of the Company. The employee must request the extension, in writing, prior to the expiration of the leave.

**11.05 [Agreed] Amend to read:**

Bereavement Pay

- a. For each day that an employee is absent from work due solely to the death and funeral of his legal spouse or natural children, step children or adoptive children he shall be paid an allowance amounting to his full regular daily straight time pay up to a maximum of seven (7) working days including the date of the funeral.
- b. For each day that an employee is absent from work due solely to the death and funeral of his mother, father, mother-in-law, father-in-law, sister or brother; he shall be paid an allowance amounting to his full regular daily straight time pay up to a maximum of three (3) working days including the date of the funeral.
- c. In the event of the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be paid on the basis of his regular hours at his normal straight time rate for the day of the funeral.

**13.01 Amend:**

Discussions to clarify the grievance procedure will continue post settlement. Failing agreement, either party can forward the remaining issues to binding arbitration.

**14.01 [Agreed] Amend to read:**

In the event that a grievance is referred to arbitration as per article 13.00, the following arbitrators will be chosen on a rotational basis:

Nicholas Glass, John Hall, Julie Nichols, Vince Ready, Glenn Sigurdson, and Christopher Sullivan

**19.02 Amend to read:**

The Company will provide a tool allowance for tradespeople as follows:

Millwright	<u>\$0.30</u> per hour
Heavy duty mechanic	<u>\$0.40</u> per hour
Electrician	<u>\$0.30</u> per hour
Welders	<u>\$0.25</u> per hour
<u>Lube service</u>	<u>\$0.25</u> per hour

The Company will replace broken tools with tools of equal value to those broken.

**19.12 [Agreed, HK] Amend to read**

(i.e. delete 'and/or who are not using a Company vehicle' and delete the last paragraph):

Employees who are not on the prescribed bus route as determined by the Company will be compensated with a subsidy to offset the travel cost at the rate of twelve dollars (\$12.00) per shift worked.

**20.01 (3) [Agreed] Insert a new paragraph 3 to read:**

3. Before seeking or accepting an assignment to drive a vehicle for the Company, employee(s) must notify the Company if there is a change in their driver's license. This is only required on vehicles that are insured by ICBC.

**22.01 Amend as follows:**

Change the dates to provide a three-year term, commencing on January 1, 2018 and expiring on December 31, 2020.

**23.01 [Agreed] Amend to read:**

All employees who have a valid Level III Industrial First Aid Ticket, and are designated by the Company to act as first aid attendants shall receive one dollar (\$1.00) per hour.

**23.04 [Agreed, HK] Amend to read:**

**SHIFT PREMIUM**

Effective the date of ratification employees on a continuing cycle will be paid a premium for all hours worked on what is commonly referred to as the back shift.

The premium is as follows:

\$0.75/hr through the term of the collective agreement.

**23.05 [Agreed, HK] Amend to read:**

**WEEKEND PREMIUMS**

Effective the date of ratification employees will be paid a premium for all hours worked between 6:30 PM Friday and 6:30 PM Sunday.

The premium is as follows:

\$0.75/hr through the term of the collective agreement.

**23.06 [Agreed, HK] Amend to read:**

**TRAINER PREMIUM**

Qualified operators who are acting as trainers shall receive a premium of one dollar (\$1.00) per hour for all hours training other-employees.

**APPENDIX C**

**Mill Job Progression System**

**Add, after the first paragraph, the following paragraph:**

It is recognized that not every employee has the ability to learn any job. If, in management's opinion, a trainee would require an excessive amount of time to train, or owing to lack of skill or understanding impedes production or endangers equipment, he/she may be removed at any time during the competency assessment period. Postings will only be valid for thirty working days.

**Mine Job Progression System**

**[Agreed] Amend as follows:**

- Change 'Training Foreman', wherever it occurs, to 'Senior Shift Supervisor or designate'.
- Under Equipment Operator Job Class 4, change '168 hours on any one of' to '168 hours on each of'.
- **Under Restrictions, delete Item 4.**

## LETTERS OF UNDERSTANDING

**LOU 1** [Agreed, HK] **Renew** with changes to local Union references.

**LOU 2** [Agreed, HK] **Renew** with changes to the local Union references.

**LOU 3** **Amend Letter of Understanding #3 to Read:**

### **RE: NON-BARGAINING UNIT MEMBERS (TEMPS)**

The parties agree that the Company may hire non-bargaining unit members (temps) to provide vacation relief **and other extended leaves-of absence, as per past practice**, and to do special project work. These employees have NO rights under the collective bargaining agreement except for Article 5 and Rates of Pay under the Collective Agreement. The Company will deduct dues as per the Collective Agreement and forward them in the same manner.

Employees under this agreement will also be entitled to the following: rates of pay as per the sliding scale and the fuel subsidy.

**LOU 4** [Agreed, HK] **Amend** delete #3 and renumber.

**LOU 5** [Agreed, HK] **Renew** with changes to local Union references.

**LOU 6** [Agreed, HK] **Renew** with changes to local Union references.

**LOU 7** [Agreed, HK] **Delete and move** to body of CBA.

**LOU 8** [Agreed, HK] **Delete**.

**LOU 9** [Agreed, HK] **Delete and move** agreed to issues to article 1.05.

**LOU 10** [Agreed, HK] **Delete** [Also delete section 5.04 (C)].