

COLLECTIVE AGREEMENT

BETWEEN:

**TECK COAL LIMITED
QUINTETTE COAL OPERATIONS**

AND:

**UNITED STEELWORKERS
LOCAL 1-424**

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ARTICLE 1. PURPOSE

1.01 It is our mutual desire to establish the Quintette Coal Operation as a safe and socially responsible operation that is reliable, efficient and a profitable supplier of coal with a working environment where all employees are a valued member and feel a sense of pride and accomplishment. The Parties further agree that it is the general purpose of this Agreement to maintain an uninterrupted operation at the highest level of performance, to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2. SCOPE AND RECOGNITION

2.01

- (a) The word “employees” as used in the Agreement means all employees in the employ of the Company at the operation of Teck Coal, Quintette Coal Operations (QCO), sixteen (16) kilometres from the Tumbler Ridge Townsite except: supervisory, professional, clerical, administrative, technical, laboratory, safety, security and persons excluded by the Labour Relations Code of British Columbia.
- (b) The “Company’s Operations” shall mean the operations of Teck Coal, QCO described in subparagraph (a) hereof.

2.02 The Company recognizes the Union as the sole and exclusive representative for the purpose of conducting collective bargaining regarding all working conditions of employees employed at the Company’s Operations,

and the Company will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

2.03 The Company recognizes that it is not normally the function of persons not in the United Steelworkers (USW) bargaining unit to perform work which is normally performed by employees in the bargaining unit, except under emergency conditions, for purposes of testing or training or to assist employees for short periods of time where bargaining unit employees are not readily available and it is necessary to perform those duties to ensure work is being done safely and production is not interfered with.

2.04 Each employee shall as a condition of his/her hiring or continued employment:

- (a) Authorize the Company in writing to deduct union dues, initiation fees and assessments from his/her pay.
- (b) Become a member of the Union and maintain membership in good standing.

2.05

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, initiation fees, and assessments.
- (b) The Union will give reasonable notice to the Company of any changes in the amount of Union dues, initiation fees or assessments. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) business days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted electronically to:

*Suite 100-1777 3rd Avenue
Prince George, British Columbia, V2L 3G7*

- (d) The monthly remittance shall be accompanied by a

completed USW R115 Form, a summary of the dues calculations made for the month, as well as a statement showing the names, addresses and phone numbers of each employee from whose pay deductions have been made. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why (i.e. WCB, WI, laid off, etc.).

- (e) A duplicate R115 Form and employee deduction statement as (d) above shall be forwarded by facsimile to:

*International Secretary-Treasurer, United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario M5L 1K1*

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of or by reason of deductions made or payments in accordance with this Article. Notwithstanding any provisions contained in this Article, the responsibility on the part of the Company for dues shall not exceed the amount of an employee's unpaid wages in the hands of the Company.

ARTICLE 3. NO WORK STOPPAGES

- 3.01** There shall be no work stoppages, lockouts or strikes by either party during the term of this Agreement. The Union agrees that neither the Union nor its officers, nor representatives, nor its members, nor the employees, shall in any way authorize, encourage or participate in any work stoppage, walk-out, slow-down, boycott, or any act of similar nature which would in any way interfere with, limit or impede the operations of the Company.

3.02 The Company agrees that there shall be no lockout of employees during the term of this Agreement. In the event the Company should lockout its employees in violation of this Agreement, the Union shall have the right to seek all remedies that it may be entitled to by law.

ARTICLE 4. MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Agreement, the Union acknowledges that the Company has the exclusive right and responsibility to manage all matters concerning the operation of this Company's business. It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Company.

ARTICLE 5. NO DISCRIMINATION

5.01 The Company agrees that there shall be no intimidation or discrimination against any employee by reason of his/her legitimate activities as a member, Steward or Officer of the Union. The Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Company. The parties also subscribe to and support the principles of the Human Rights Code of British Columbia.

ARTICLE 6. HEALTH AND SAFETY

6.01 It is in the interest of all concerned to ensure high standards of Health and Safety at the Company's Operations in order to prevent industrial injury and illness. To this end, it is expected that all persons on QCO property shall cooperate to promote safe work conditions, practices, and enforcement of rules of conduct and safety on the property. In the interest of safety, the Company will provide safety education and training programs and procedures.

6.02 A Union/Management Occupational Health Safety Committee (OHSC) shall be composed of three (3) members

appointed by the Union, one (1) of which shall be the Occupational Health and Safety Co-Chairperson. There shall be one (1) person from the Processing, Pit Operations, and Mine Maintenance, and not more than three (3) members appointed by the Company. The function of the OHSC shall be to recommend solutions to problems relating to health and safety on the job site, and shall conduct meetings and monthly tours in accordance with the Health, Safety, and Reclamation Code for Mines in B.C. (HSRC).

- 6.03** The Company shall provide to the OHSC the following information:
- (1) An information sheet on toxic chemicals used in the various processes, including emergency procedures as per HSRC and WHMIS;
 - (2) A copy of all first aid reports for employees;
 - (3) A monthly summary of injuries sustained on the job by employees and statistics pertaining to them.
- 6.04** There shall be regularly scheduled safety meetings on Company time, which will normally be scheduled during regular working hours for all members of every crew once per month.
- 6.05** An employee who is injured on the job and is unable to complete his/her shift will have his/her regular earnings maintained for the balance of that shift. Those employees on scheduled overtime shifts will be paid the applicable overtime for actual hours worked, or scheduled hours at straight time rates, whichever is greater.
- 6.06** The Company shall provide all necessary personal protective equipment excluding gloves.
- 6.07** The frequency of issue and replacement of personal protective equipment shall be determined by the Company practice in effect. Each department will familiarize all employees as to the personal protective equipment provided in their area.

- 6.08** Safety boots and gloves will not be provided, however, employees will receive an allowance equal to:

One hundred and fifty dollars (\$150) each calendar year

Mine Operators
Labour/ Janitor
All other employees

Three Hundred (\$300) each calendar year

Trades & Apprentices
Plant Operators
Blast Crew
Pit Utility
Lube Services
Steambay/ Truck
Boom Truck/ Crane
Warehouse Person

This allowance will be paid in the first pay period in July to all employees on payroll during that pay period. An employee who has been continuously absent during the six (6) months preceding these dates will not be eligible for this allowance.

- 6.09** The prescription safety glass lens rebate shall be one-hundred and fifty dollars (\$150.00).

- 6.10** Employee's time while involved in authorized crew safety meetings, on the mine site, will be considered as time worked while in attendance at such meetings.

6.11 Medicals

Employees on 5 and 2 (Monday through Friday) steady day shift schedule shall be given paid leave to obtain re-medicals required by the HSRC. Such leave shall start one hour prior to the examination appointment time but no earlier than two (2) hours prior to the end of the shift. Transportation is the employee's responsibility.

- 6.12** The Company and Union agree to co-operatively conduct safety incident investigations where required. Such investigations will involve supervision and/or a Company Safety Officer and a Union Safety Representative. Prior to the conclusion of that work day, if possible, the Union Safety Representative and Company will prepare the proper documentation and forward their report to the appropriate personnel. Time spent will be paid in accordance with Letter of Understanding #1.

It is recognized that there will be occurrences for which an in-depth investigation may or may not be required. For all such occurrences for which an in-depth investigation is not required, a report will be filed and made available for review by the Union Safety Chairperson or his/her designate.

- 6.13** The Company will make available to each employee a copy of his/her relevant Safety Policies and Procedures, information on hazardous materials, and supply each employee a copy of the HSRC.
- 6.14** The Company and the Union, including the Local Union in Prince George, shall provide each other with copies of reports sent to the Provincial Mines Inspector concerning safety-related dispute(s) or accident(s) and will also advise each other on other appropriate safety-related matters.
- 6.15** The Company will familiarize the Union Safety Chairperson, and upon request, other members of the OHSC, with the equipment and techniques of sampling and analysis for potentially toxic substances monitored by the Company. He/she will also be instructed in the techniques of monitoring for subsidence in the mine spoil.
- 6.16** In accordance with the HSRC (Section 1.10 Employee's Right to Refuse Work, reprinted for ease of reference on back of the agreement), a person shall not carry out any work or operate any equipment, tool, or appliance if he/she has a reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

ARTICLE 7. UNION BUSINESS

7.01

- (a) An employee elected or appointed to a full time Union position shall be granted an unpaid leave of absence. No more than one (1) employee will be granted leave pursuant to this provision at any one time, with the exception that up to two (2) employees will be granted leave if one (1) employee is holding an international position. Such leave of absence will be continued only so long as the employee retains an elected position.
- (b) If the employee on leave is holding a full-time international position, benefits will terminate, but he/she will continue to accumulate seniority. If the employee on leave is holding a local position or a casual/temporary international position, the Company shall continue to make available to the employee the benefits provided for in Article 15, but it shall be the obligation of the employee to pay all the costs thereof.

7.02

- (a) Upon written request, if required by the Company and on reasonable notice from the Union, and subject to the requirements of the operation, the Company agrees to grant leaves of absence without pay to attend labour conventions, labour seminars, labour arbitrations, labour contract negotiations, grievance matters or other Local Union matters. Normally not more than three (3) employees will be granted leave at one time.
- (b) Not more than two (2) employee(s) from any one (1) shift in any one (1) department may be on leave at any one time.
- (c) The Union agrees to give the Company one (1) week notice in writing and such leaves are not to exceed two (2) weeks nor interfere with operations. No other leaves will be granted past two (2) weeks unless in exceptional circumstances, which the Company may approve, such as leaves for the bargaining unit committee.

(d) An employee who is on a leave of absence pursuant to Article 7.02(a), and such leave exceeds thirty (30) consecutive calendar days, shall be required to pay all the costs of all benefits provided under Article 15.

7.03 The Company agrees to forward to the Local Union an amount equivalent to one hundred and twenty (120) hours per month at Job Class 13 to pay for time lost by employees delegated by the Union for the purpose of conducting union business as per Letter of Understanding #1.

7.04 Education Fund

The Company agrees to contribute one hundred and twenty (120) hours at Job Class 13 to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

ARTICLE 8. SENIORITY

8.01 There shall be one (1) type of seniority; namely Company. The Company seniority means the length of time in the bargaining unit since his/her last hiring by the Company.

8.02 Probationary Period

Notwithstanding anything in this Agreement, an employee shall be on probation for a period of three hundred and sixty (360) working hours from the date of last hiring by the Company. The parties recognize that probationary employees are, during the probation period, employed on a trial basis and are subject to dismissal for a lesser cause. This clause shall not apply to an employee who is rehired within ninety (90) days of severance.

8.03 Notwithstanding anything in this Agreement contained, the Company shall have the right from time to time to select persons who are to be given special experience or training in preparing them or trying out their capabilities for other or broader assignments with the Company, to a number not

to exceed twenty (20) employees, and to promote, demote, engage, retain or dispense with his/her services, and direct their efforts from time to time, free from any limitations provided for in this Article; provided, however, that no such person shall be assigned to take over the job occupied at the time by an employee outranking such person for promotion purposes, if such assignment would result in the demotion of such employee.

8.04 The Company shall have the right to transfer any person in its employ at the operation who has served in a classification of employee as defined in Article 2, to a job classification within the definition, commensurate with their ability and efficiency, whether or not a vacancy exists provided such a transfer does not result in the displacement or layoff of any current job incumbent.

8.05

- (a) The Company shall maintain up-to-date seniority lists showing each employee's order of seniority with his/her name, employee number, service date and classification.
- (b) The seniority list shall be posted on all department bulletin boards quarterly and a copy shall be supplied to the Union Office.
- (c) The seniority for employees hired on the same day will be determined by the employee with the lowest payroll number.

8.06 The Company is not required to consider seniority in the case of non-permanent transfers or promotions not in excess of forty-five (45) days, nor in the case of non-permanent demotions not in excess of seven (7) days, but all such periods of time may be extended by mutual agreement between the Company and the Union. It is understood that this clause applies in cases of promotions, transfers, and demotions which are purely temporary in

nature, such as those due to vacations, sick leave, training, and other reasons where such promotions, transfers and demotions are beyond the practical application of marginal paragraph 8.11. Notwithstanding anything in this Article, an employee occupying a job on a temporary basis shall, when his/her occupancy of the temporary job ends, return to his/her previous job or equivalent. An employee occupying a job on a temporary basis will not be disqualified from either the job posting or job progression procedures as a result of said temporary placement.

8.07 Permanent or Indefinite Layoff

(a) Layoff

In the event of a permanent or indefinite layoff, the employee(s) affected shall be laid off in the inverse order of his/her seniority, provided that the employees being retained in any job classification have the skills and ability to perform the normal requirements of the job.

Skills and ability as referred to in Article 8 shall include the following:

- (1) the employee's work experience at the Operation;
- (2) the employee's skills; and
- (3) the employee's ability to perform the work.

The question of whether or not the Company made such determinations in a fair and equitable manner shall be subject to the Grievance Procedure.

(b) The Company agrees that, so far as is practicable, no new employees shall be hired at the operation until those laid off have been recalled.

(c) Bumping

Employees affected by a layoff may exercise the option to bump into those jobs described below, provided they have the skills and ability to perform the normal requirements of

the job. An employee affected by a layoff shall have one (1) opportunity to elect to:

- (1) Claim a job which he/she has previously held at QCO, provided they have the skills and ability to perform the normal requirements of the job and provided they do not bump a more senior employee from the job being claimed.
- (2) An employee who is unable to use his/her seniority to claim a job under (1) above, or elects not to, may then use his/her seniority, skills and ability to claim one of the jobs from the following list, provided they do not bump a more senior employee from the job being claimed:

Mine Production

Labourer

Equipment Operator I (Haul Truck)

Shops Maintenance

Steam Bay Attendant

Labourer

Dry Attendant

Janitor

Fuel/ Lube Truck

Processing

Labourer

Process Operator I

- (d) An employee may not claim a job on a layoff where the employee has been previously removed from that job either by the Company or voluntarily for work performance or for continuing health reasons.
- (e) Employees who have exercised his/her bumping rights in accordance with paragraph (c) above, will be given a period of up to ninety-six (96) hours or more, as deemed necessary by the Company:

For jobs in the (1) category- retraining and familiarization

For jobs in the (2) category - training and orientation during which time the employee must be able to perform the normal requirements of the job.

- (f) A senior employee who claims a job under category (1) in paragraph (c) above, but is unable to perform the normal requirements of the job during the retraining and familiarization period, shall be removed from the job, in which case the employee will then have one (1) opportunity to claim a job in category (2) in paragraph (c) above. Where the Company is able to establish that the employee is unable to perform the required work during the training and orientation period for the job being claimed in category (2), that employee shall be laid off.

8.08 Recall

- (a) Laid off employees, and employees who have been removed from his/her former jobs to retain employment through bumping will be placed on a single recall list with his/her names and former jobs entered. Employees on recall will be recalled to jobs or reinstated to his/her former jobs as closely as possible in the inverse order of layoff and will be recalled in accordance with the criteria established in Article 8.07(a). Employees must return to their former jobs.
- (b) It is the responsibility of a laid off employee to notify the Company of any change in his/her 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 his/her 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 being notified personally, or within ten (10) days of receipt of the written notice at the employee's last known address, unless they have contacted the Company and received an extension to report, he/she shall lose his/her right of re-employment and shall be struck off the recall and seniority lists. Non-probationary

permanent employees who are laid off shall retain the right of recall for two (2) years from the date of layoff.

- 8.09** An employee affected by the layoff may exercise the right to elect a direct layoff, but shall only retain recall rights from the specific job from which he/she elected to be laid off. Such employees will not be entitled to recall to any other job and shall remain on the recall list for a two (2) year period. Employees electing this option may, within his/her recall period, elect to be placed on the general recall list, in which case the employee will be recalled to a job within the Company as vacancies occur in accordance with his/her Company seniority and the criteria established in Article 8.07 (a).
- 8.10** Employees who, at the time of layoff, are receiving rate protection as a result of having been previously displaced from his/her regular jobs, shall lose his/her rate protection and exercise his/her seniority rights as if they had been returned to his/her former job prior to the original displacement.
- 8.11** In all cases of transfer, or promotion, or demotion, a senior employee shall have preference, provided that he/she has relatively equal skills and abilities required for the job. The question of whether or not the Company made such determinations in a fair and equitable manner shall be subject to the Grievance Procedure.
- 8.12** If an employee accepts a promotion to a permanent position outside the unit represented by the Union, the Company may return the person to their former position in the unit provided the return takes place within six (6) months of the promotion and will retain the amount of seniority they held at the time of the promotion. Transfers outside the six (6) month period are subject to Article 8.04.
- 8.13 Temporary or Emergency Layoff/Shutdown**
- (a) In the event that the operation or part of the operation is

shut down for a temporary period of time not exceeding forty (40) calendar days, employees will be laid off in the inverse order of his/her seniority within his/her department on his/her shift in his/her work area, provided they can satisfactorily perform the required work without training or retraining. Employees who have his/her vacation scheduled by the Company during this period will not be considered as having been laid off for the period of vacation taken. With the agreement of the parties, this procedure may be used for temporary or emergency shutdowns which exceed forty (40) calendar days in duration.

- (b) Employees who are temporarily laid off will be recalled as closely as possible in the inverse order in which they were laid off and continue to accrue seniority and shall retain all benefits, including statutory holidays during the time of the temporary layoff.
- (c) An employee who works during a temporary layoff/shutdown shall be paid the established rate of pay for the job he/she performs.

8.14 Displacement

Where the Company decides to reduce the number of employees required in a part of the operation, and the employees being displaced are to be employed in another part of the operation, such that no employee will be laid off, the following procedure will apply:

- (a) The employees who are to be displaced from his/her job classification shall be determined in the inverse order of seniority, provided that the senior employees being retained can satisfactorily perform the required work.
- (b) The Company will, after consultation with the employee and the Union, either:
 - (1) transfer the employee to another job classification at the operation with the consent of the employee;
 - or

- (2) allow the employee to:
 - (i) bump a less senior employee in a job for which they can perform the normal requirements of the job; or
 - (ii) bump a less senior employee in the following job classifications:
- (c) Displaced employees who have exercised his/her bumping rights in accordance with paragraph (b) (2) above, will be given a period of up to ninety-six (96) hours or more, as deemed necessary by the Company:
 - (1) for jobs in (b) (2) (i)-retraining and familiarization; and
 - (2) for jobs in (b) (2) (ii) - training and orientation, during which time the employee must be able to perform the normal requirements of the job.

Mine Production

Labourer

Equipment Operator I (Haul Truck)

Shops Maintenance

Steam Bay Attendant

Labourer

Dry Attendant

Janitor

Fuel/ Lube Truck

Processing

Labourer

Process Operator I

- (d) Where an employee is transferred, in accordance with (b) (1) above, the following rules shall apply:
 - (1) An employee will be transferred to a job commensurate with his/her seniority, skills and ability to perform the normal requirements of the job, provided no employee who is in the job is displaced from his/her job classification.

- (2) The employee will have his/her rate of pay frozen at the rate they were receiving in his/her former job at the time of displacement and shall receive no increases in pay until such time as the rate of pay of his/her new job meets or exceeds the rate of pay he/she was receiving in his/her former job.
 - (3) Rate protection will cease should an employee successfully bid to a job with a lower rate of pay, except where by so bidding the employee will achieve through normal advancement(s) a wage rate which is higher than the rate he/she would otherwise have achieved through normal advancement(s) had he/she not bid on the vacancy and the new job shall become the employee's job classification.
 - (4) Employees transferred by the Company to other job classifications within the operation shall return to the job from which they were displaced in order of his/her seniority as vacancies arise.
 - (5) Employees who have been displaced from his/her apprenticeships will be given the first opportunity to resume his/her former apprenticeships as apprenticeship opportunities occur, subject to the provisions and approvals of the appropriate Government agency.
- (e) Where the displaced employee bumps a less senior employee, the following procedure will apply:
- (1) the employee shall receive no rate protection; and
 - (2) Section (d) (1) shall apply to those employees who are unable to claim a job.
- (f) An employee may not claim a job on a displacement where the employee has been previously removed from that job either by the Company or voluntarily for work performance or for continuing health reasons.

8.15 Maintaining & Loss of Seniority

- (a) Subject to 8.07 (a) (1) and (2), employees who have acquired seniority shall have that seniority maintained and accumulated during:
- (1) Occupational injury/illness.
 - (2) Authorized absence under Article 22.
 - (3) Non-occupational illness/injury.
 - (4) Lockouts.
 - (5) Absence from employment while serving in the non-permanent armed forces.
- (b) Employees who have acquired seniority shall have that seniority maintained, but not accumulated, during strikes.
- (c) An employee who has acquired seniority shall have that seniority completely lost and his/her employment as an hourly employee terminated if he/she:
- (1) Quits employment with the Company.
 - (2) Is discharged but not reinstated under the grievance procedure.
 - (3) Expiry of recall rights.
 - (4) Is sent notice of recall by registered mail to his/her last address of record with the Company and fails to report within ten (10) days of receipt of notice, unless he/she has contacted the Company and has received an extension to report. A notice of recall which has been returned as unclaimed or refused will be considered received.

ARTICLE 9. JOB PROGRESSION AND ADVANCEMENT

- 9.01** All permanent job vacancies and temporary job vacancies anticipated to last more than forty-five (45) calendar days in classifications which the Company seeks to fill through the bid procedure will be posted on bulletin boards in mine operations, processing and mine maintenance for a period of ten (10) calendar days during which time bids will be accepted.
- 9.02** Job postings will identify the number of positions the Company intends to fill, the department and shift (i.e. A,B,C,D) each position is in, subject to the right of the Company to determine the actual number of positions to be filled.
- 9.03** If an applicant is selected, he/she will be advised within eight (8) calendar days from the date of closing of the posting and he/she shall have no right to refuse the job and will be reassigned to the new job within thirty (30) days of his/her selection.
- 9.04** The Company does not have to consider applications by employees who have accepted a job posting within the past three (3) months.
- 9.05** An employee leaving on vacation or an authorized leave of up to thirty (30) days may submit a job bid to his/her Supervisor for a job posting which he/she anticipates will occur during the absence. This bid will be valid until the end of his/her first shift back at work.
- 9.06** Selection from those employees applying on job postings and line of progression advancements will be made by the Company in accordance with Article 8.11.
- 9.07** Employees will be returned to their former position if they are unsuccessful in either completing the training or in

performing the duties of the new position. If after one (1) year the employee is unsuccessful, they will be returned to their former position only if a vacancy exists. If after one (1) year the vacancy does not exist, the employee will be reassigned to a vacant position for which he/she is qualified in the same department, and failing that, to a vacant position for which he/she is qualified elsewhere in the Company. If there is no vacant position within the Company, the employee will bump the junior employee in an entry level position.

9.08 Trainee

- (a) Training positions will be posted.
- (b) When actively training in the trainee position, the employee will receive the trainee rate of pay. When the employee is not training or has completed the required training hours, they will receive the rate of pay for the job they are performing.

9.09 Freezing

- (a) Employees in the line of progression do not have the right to choose to freeze within his/her progression. The Company may allow exceptions, including for a verifiable medical condition that prevents an employee from performing certain jobs.
- (b) Employees who are frozen will be paid the rate of pay corresponding to the pieces of equipment or functional area that they actively operate.

9.10 Mine Operations Progression

- (a) Equipment Operators
 - (1) Within the equipment operator progression there are five (5) pieces of support equipment for progression purposes. They are: haul truck, clean-up loader, dozer, grader and backhoe.
 - (2) Wage progression from level to level will be in accordance with the following:

<u>Level</u>	<u>Qualifications</u>	<u>Job Class</u>
Equip. Operator III	Haul Truck and 2 types of support equip.	8
Equip. Operator II	Haul Truck and 1 type of support equip.	7
Equip. Operator I	Haul Truck	6

- (b) Employees listed in the Equipment Operator classifications will be required to operate auxiliary equipment (i.e. scraper and float truck) as required.

9.11 Processing Plant Progression

- (a) Within the process operator progression there are six (6) levels defined for progression purposes. At each level beyond the entry level, an additional function is performed. The functions are: pumps and tailings, breaker overland, prep plant, dryer operation, rail load out and support equipment including dozer and haul truck.
- (b) Wage progression from level to level will be in accordance with the following:

<u>Level</u>	<u>Qualifications</u>	<u>Job Class</u>
Senior Process Op.	Completed all 6 functional areas	10
Process Op. IV	Completed 4 of 6 functional areas	8
Process Op. III	Completed 3 of 6 functional areas	6
Process Op. II	Completed 2 of 6 functional areas	5
Process Op. I	Completed 1 of 6 functional areas	3

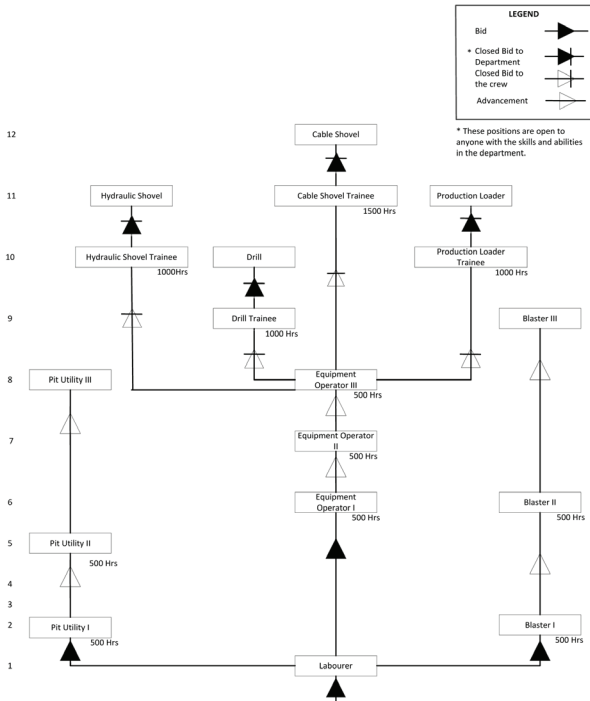
9.12 Shift Change Requests:

- (a) Employees desiring a change in shift or work group assignment shall make the same known to his/her Supervisor by filling out a transfer request form. As vacancies occur, such changes in shift or work group assignments shall be awarded on the basis of seniority, skills and ability, provided that it does not interfere with the efficiency of the Operation.

Where a shift change occurs under this article, the employee may, with the mutual agreement of the Company, work during his/her normal rest days at straight time rates for the purpose of maintaining his/her regular earnings that would have been lost as a result of the shift change.

- (b) Where the Company initiates changes in shift or work group assignments, consideration shall be given to seniority, provided the needs of the Operation are met.

Mine Operations

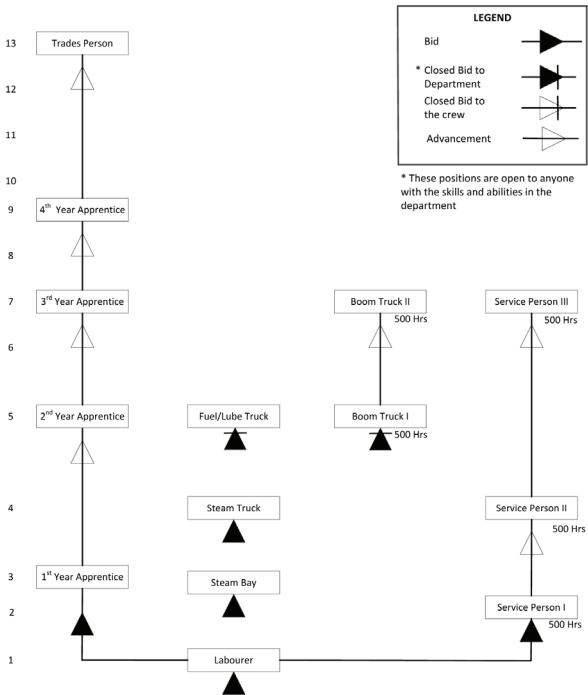


Note: Road Crew assignments will be selected from Equipment Operator II and III's per article 8.11 (seniority).

Note: In order to advance to Pit Utility 3, must be checked out on cable reeler and boom truck.

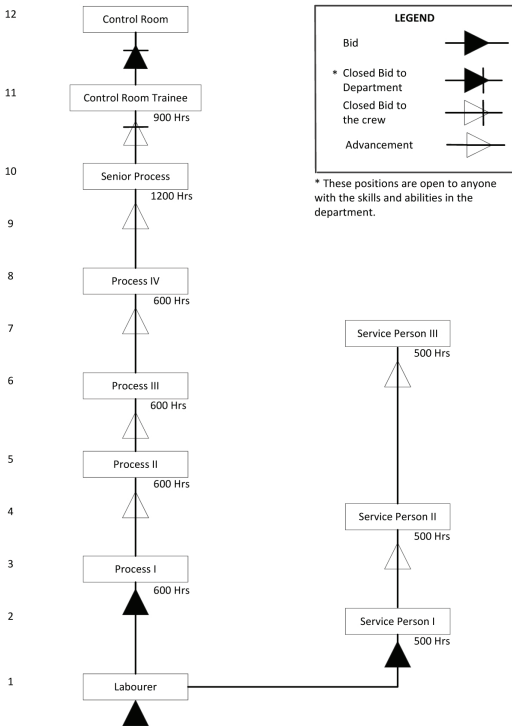
Note: In order to advance to Blaster 3, must have valid blasting ticket and willing to be the person responsible for the pattern.

Mine Maintenance



Note: Steam truck operator is expected to train and fill in for boom truck operator
 Steam bay attendant is expected to train and fill in for fuel/lube truck operator
 There may be occasions where the company hires into apprentice 2, 3, or 4 position

Processing



Note: Load out operator will need to load a minimum of 15 trains to be fully qualified and checked out.

Note: In order to advance to Service Person 3, must be certified in both Water Treatment (Level II Waste Water Treatment and Level II Water Treatment) and Boiler Operator (5th Class Power Engineer).

ARTICLE 10. HOURS OF WORK

10.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or of hours of work per day, or per week, or of days of work per week.

10.02

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

(b) The “work week” means that period of time commencing with the start of day shift on Monday and terminating one hundred and sixty-eight (168) hours thereafter.

10.03 Prior to introducing a shift schedule outside of those referred to in Appendix “A”, the Company will meet with the Union to discuss the new schedule, the impact it will have on employees and consider alternatives that may arise from these discussions.

10.04 At its discretion, the Company may from time to time initiate, maintain and/or discontinue, to conduct all or any part of its operations on a continuous and/or semi-continuous basis, subject to the laws of B.C.

10.05 Employees will receive his/her instructions in sufficient time to commence his/her shift at the designated starting time and work place and shall cease at the designated stopping time and place.

10.06 A mine operations employee working on continuous operations shall continue to work at his/her designated working place until the next operator is present, unless he/she has permission from his/her Supervisor to leave the job. A mine operations employee shall be paid a premium of thirty dollars (\$30.00) for each complete work shift worked for working the relief to relief schedule. In the event that

on occasion the relief to relief system requires longer than forty-five minutes (45) minutes to effect, the Company shall pay a premium of double time for any time past the forty five (45) minutes.

10.07 Where an employee reports for his/her regular work shift without having been notified that no work is available, he/she shall be paid the number of hours that is equal to one-half of his/her regular work shift at the regular rate of pay for his/her job classification for reporting.

10.08 Work Breaks

- (a) An employee working eight (8) hour work shifts shall be provided with one paid break of twenty (20) minutes and one paid break of ten (10) minutes, one during the third to fourth hour and one during the sixth to seventh hour.
- (b) An employee working ten (10) hour work shifts shall be provided two (2) paid breaks of twenty (20) minutes, one in the first half of the work shift and one in the second half of the shift.
- (c) An employee working twelve (12) hour work shifts shall be provided one paid break of thirty (30) minutes and one paid break of twenty-five (25) minutes, one during the fourth to fifth hour and one during the eighth to ninth hour.
During such breaks, employees shall continue all necessary supervision of machinery, maintenance and service.

ARTICLE 11. OVERTIME

11.01 Overtime for work performed as outlined herein shall be paid at the following rates:

- (a) Work in excess of the normal hours of work as defined in Article 10, will receive payment at one and one half (1 1/2) times the equivalent standard hourly rate for each overtime hour worked.

- (b) Overtime which is in excess of six (6) hours overtime during an employee's work period shall be paid at two (2) times the equivalent standard hourly rate for each overtime hour worked.
- 11.02** Overtime opportunities will be distributed as equitably as practicable among the employees in the department who normally perform the work. Work accepted and refused will be shown as time worked. When an employee cannot be contacted they will remain with no time shown for up to three missed overtime shifts, after which time they will be recorded as work refused. A list showing employees' overtime will be posted monthly.
- 11.03** Overtime hours for mine rescue practice/training and occupational health and safety committee training/meetings will not be included for distribution of overtime.
- 11.04** Overtime work shall be on a voluntary basis provided sufficient employees with the required skills who normally perform the work are available. If there are insufficient volunteers, the Company reserves the right to assign overtime work to qualified employees who normally perform the work in reverse order of seniority.
- 11.05** If an employee is called to work at a time other than the beginning of his/her regular shift, he/she shall receive either overtime rates for the time actually worked outside of his/her scheduled work shift or four (4) hours pay at his/her base rate, whichever is greater. The four (4) hour minimum does not apply, however when the call out overtime continues into the employee's regular work or if the employee is called back to work before leaving the premises.
- 11.06**
- (a) For work schedules that average more than forty (40) hours per week, an employee working such a schedule will be paid one and one-half (1 1/2) times their regular hourly rate for the number of hours in excess of forty (40).
- (b) Any unpaid leave during the week shall result in an equal

loss of the overtime payment set out above (ie. one hour absence shall result in a one hour loss of overtime).

- (c) Employees on vacation for a full work cycle will not be entitled to this overtime payment.
- (d) The above overtime will not be counted in calculating overtime pay pursuant to Article 11.01.

11.07

- (a) An employee working unscheduled overtime for a period in excess of two (2) hours beyond the end of his/her normal shift shall be entitled to a hot meal and choice of beverage during the period of such overtime. An additional meal shall be provided for each additional four (4) hours of continuous overtime worked.
- (b) Employees working overtime for a period in excess of two (2) hours beyond the end of his/her normal shift shall receive a twenty (20) minute break.
- (c) Employees may opt to accept a twelve dollar (\$12.00) credit in lieu of an overtime meal once during any one (1) continuous period of overtime.

11.08 Schedule Changes

- (a) The Company shall give an employee forty-two (42) hours' notice of a change in his/her regular schedule. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change.
- (b) This provision shall not apply to a new employee's initial assignment to a regular shift. Such hours worked will not be used for the calculation of overtime.
- (c) The provisions of this Article shall not apply to a change requested by an employee for personal reasons. No employee shall be allowed to change shifts under any circumstances without first receiving the approval of his/her immediate Supervisor.

11.09 Shift Changes

- (a) The Company shall give an employee twenty-two (22) hours' notice of a change in his/her regular shift pattern. Where such notice is not given, the employee shall be paid at the rate of one and one-half (1 1/2) times for regular hours worked on the first shift following the change. Such hours worked will not be used for the calculation of overtime.

11.10 There shall be no pyramiding of overtime.

ARTICLE 12. WAGES

12.01 The Standard Hourly Rates of Pay set forth in Appendix "B" and any increases thereto shall become effective on the dates specified in Appendix "B". The rates for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provisions of this Agreement.

ARTICLE 13. PREMIUMS

13.01 Shift and Weekend Premiums

Employees working other than day shift shall be paid the following premiums per hour, in addition to his/her regular rate:

Eight (8) Hour Shift Schedule

For all regular scheduled hours worked on the afternoon shift or any part of an afternoon shift, he/she shall be paid a premium rate of seventy cents (70¢) per hour. For all regular scheduled hours worked on the graveyard shift or any part of a graveyard shift, he/she shall be paid a premium rate of ninety cents (90¢) per hour.

Twelve (12) Hour Shift Schedule

Night Shift - Ninety cents (90¢) per hour

- 13.02** Employees working on regular scheduled shift on Saturdays and Sundays shall be paid a premium of one dollar and eighty-five cents (\$1.85) per hour.
- 13.03** The premiums referred to in Articles 13.01 and 13.02 will not apply when overtime or other premium pay is being paid for the shift. These premiums will not be paid if the employee does not work on the shift attached to the premium.
- 13.04** **Mine Rescue Team Premiums**
Active, regularly practicing members of the Mine Rescue Teams shall be paid the sum of fifty-five dollars (\$55.00) per month, and the Shift Mine Rescue Team Captains shall be paid the sum of sixty dollars (\$60.00) per month. The time spent in practice by such members shall be considered as time worked.
- 13.05** **Equipment Trainer Premiums**
Employees designated as equipment trainers will be paid one dollar (\$1.00) per hour in addition to their regular hourly rate for all hours spent training.

ARTICLE 14. LEAD HANDS AND ACTING SUPERVISORS

- 14.01** The Company may designate one or more employees to be a lead hand or acting Supervisor. Such designation is not subject to the job posting procedure.
- 14.02** Under the direction of a Supervisor, a lead hand acts as a leader of a group or groups of employees working on similar or related work. The lead hand assigns work to the employee(s) as directed by the Supervisor and works along with and/or coordinates work among them. The lead hand functions as a work leader and not as a Supervisor. The lead hand is responsible for the correct completion of work, but not for disciplinary action or other personnel matters, which are the responsibility of the Supervisor to whom the

lead hand reports. An employee when designated as a lead hand shall be paid the rate equivalent to one dollar (\$1.00) per hour in addition to his/her regular hourly rate for all hours spent acting as a lead hand.

- 14.03** When the Company temporarily promotes an employee to a position of acting Supervisor to fill a vacancy resulting from holidays, illnesses or short-term abnormal requirements, the employee shall continue to be covered by this Collective Agreement save and except for wage rates. The Company will determine the wage rate. An employee shall not remain in an acting supervisory position for a period exceeding one hundred (100) working days in the aggregate of the calendar year, except by mutual agreement between the Union and the Company. In the areas of the Mine Operations and Maintenance, the limit will be one hundred and twenty-five (125) working days.

ARTICLE 15. BENEFITS

- 15.01** The Company agrees to pay the premiums to the insurance companies for providing the benefits set out below, except where specifically referenced otherwise, for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee meets the eligibility requirements for enrollment. Coverage provided is subject to the terms of the respective insurance policies. All the benefits provided in this Agreement are payable by the insurer and not by the Company.
- (a) Equivalent to the Medical Services Plan of British Columbia*
Normally, effective on the first day of the month following the date of employment.
- (b) Prescriptions/Medi-Care Supplement*
Twenty-five dollar (\$25.00) annual deductible per person or family and the difference between the B.C. Pharmacare coverage or equivalent and the cost of prescribed drugs

to a maximum lifetime health care benefit level of sixty thousand dollars (\$60,000.00) per person.

Effective on date of employment.

(c) Vision Care*

The Plan will provide employees and their dependents with one hundred percent (100%) reimbursement of the cost of frames and/or prescription lenses after the employee has satisfied an annual deductible of twenty-five dollars (\$25.00) of medical expenses under the Prescription/Medi-care Supplement. The maximum amount payable will be three hundred dollars (\$300.00) every two years for employees and each of their dependents. Benefit may be applied to laser eye surgery.

Effective the first day of the month following the date of employment.

(d) Dental Plan*

Plan A - Basic Dentistry - 100% coverage

Plan B - Crowns, Bridges - 80% coverage

Plan C - Orthodontics - 50% coverage

The maximum coverage for Plan C is two thousand five hundred dollars (\$2,500.00) per lifetime per person.

Effective the first day of the sixth (6th) month following the date of employment.

(e) Weekly Indemnity

Weekly benefit of five hundred and thirty dollars (\$530.00).

Benefits are provided from the 1st day of accident and the 4th day of sickness for fifty-two (52) weeks (1-4-52 Plan).

Effective the first day of the month following one (1) month of continuous service.

Employees shall be responsible for paying for the premiums associated with this Plan. The Company shall deduct the premiums from the employee's pay each month and remit them to the insurance carrier.

In accordance with the Employment Insurance Act or Regulations concerning wage loss replacement plans, it is agreed that the level of benefits of the Plan will be adjusted upwards as required to ensure that the Plan provides a level of benefits equal to 66 2/3% of an employee's insurable earnings as defined under the said Act or Regulations.

(f) Long Term Disability Benefit

Available to employees who suffer non-occupational injuries. Payments commence upon the expiration of Weekly Indemnity payments and continue until recovery, age sixty-five (65) or death, whichever comes first.

Benefits shall be the difference between the payment of one thousand five hundred dollars (\$1,500.00) per month and the total of all payments made by the Government (calculated monthly) to such disabled employees.

Employees shall be responsible for paying for the premiums associated with this Plan. The Company shall deduct the premiums from the employee's pay each month and remit them to the insurance carrier.

(g) Life Insurance and Accidental Death and Dismemberment

Life Insurance:

Sixty-five thousand dollars (\$65,000.00)

Accidental Death and Dismemberment:

Sixty-five thousand dollars (\$65,000.00)

Optional Life Insurance:

Fifty thousand dollars (\$50,000.00) per employee

Twenty-five thousand dollars (\$25,000.00) spouse

Ten thousand dollars (\$10,000.00) child

Eligible on date of hire.

Effective on date of employment.

*Includes qualified dependents

15.02

(a) An employee with one (1) full year of seniority who is laid

off by the Company, will be provided with Medical Services Plan [as provided for in 15.01 (a)] and Life Insurance and Accidental Death and Dismemberment [as provided for in 15.01 (g)], for a period of thirty (30) days from the effective date of his/her layoff.

- (b) Employees on W.C.B. will have Benefits continued as outlined in Article 15, until such time they are re-trained by W.C.B. and/or have found alternative employment.

15.03 To ensure that employees receive sickness and accident insurance benefits and workers compensation benefits with a minimum of delay, the Company will advance, upon request of the employee, an amount equal to the amount of sickness and accident insurance benefit payable for each benefit entitlement period where the facts related to the claim are in dispute. Payment of the advance will be made during the week of the request provided that:

- (1) The employee will complete the necessary documents to support the claims;
- (2) The employee agrees to reimburse the Company for any monies advanced. The employee agrees to sign a promissory note(s) and an authority to deduct any monies owed to the Company from his/her wages;
- (3) Two weeks have elapsed since the date the employee filed his/her completed application for benefits;
- (4) The total amount paid does not exceed the amount of vacation pay entitlement due to the employee;

15.04 Health Benefits Allowance

The Company will pay to the employee each quarter, an amount equal to four hundred dollars (\$400.00) as a health benefit allowance. New employees will receive a prorated amount based on date of hire. This amount will be paid on the last period of each calendar quarter.

ARTICLE 16. PENSION BENEFIT PROGRAM

16.01 Basic Plan

The Plan is a Money Purchase Plan, hereafter referred to as the “Pension Plan,” consisting of both a registered defined contribution pension plan and a Group RRSP, both of which will be established and sponsored by the Company.

16.02 Eligibility Criteria

Each permanent employee automatically becomes a member of the Pension Plan on the first of the month coincident with or following date of permanent employment.

16.03 Basic Earnings

(a) *Basic Earnings While in Regular Employment*

Basic Earnings means the standard hourly rate of pay for all regularly scheduled hours worked, including vacation hours taken [e.g. twelve (12) hours at straight time on a twelve (12) hour shift schedule].

(b) *Basic Earnings While on Disability Leave*

If an employee is in receipt of disability benefits (either short-term disability, long term disability or workers compensation wage loss benefits), then the employee shall be deemed to have Basic Earnings during the period of disability leave equal to the employee’s rate of Basic Earnings as at the commencement of the disability leave. In no circumstances will an employee be deemed to have Basic Earnings after an employee’s attainment of normal retirement age or while he/she is gainfully employed by an Employer other than QCO.

16.04 Employer Account and Employee Account

Contributions are made to the Pension Plan by both employees and the Company. The Company will make contributions to each employee at a rate somewhere between 5% and 7% of Basic Earnings depending on the

rate of employee contributions. Further details are provided below.

(a) *Employer Basic Contributions*

Each pay period, the Company will make an Employer Basic Contribution equal to five percent (5%) of Basic Earnings on behalf of each employee who is a member. Employer Basic Contributions will be deposited in the Employer Account within the registered defined contribution pension plan.

(b) *Employee Required Contributions*

Each pay period, each employee who is a member will make an Employee Required Contribution equal to five percent (5%) of Basic Earnings. Employee Required Contributions will be deposited in the Employee Account within the Group RRSP.

(c) *Employee Voluntary Contributions*

Each pay period, each employee who is a member may make additional Employee Voluntary Contributions equal to a percentage of Basic Earnings, as elected by the employee. Employee Voluntary Contributions will be deposited in the Employee Account within the Group RRSP. Employees may periodically change the rate at which they make Employee Voluntary Contributions based on reasonable administrative rules to be established by the Company. It is the responsibility of each employee to monitor the deductibility of their Employee Voluntary Contributions against the maximum RRSP contribution rules under the Income Tax Act.

(d) *Employer Matching Contributions*

Each pay period, the Company will make an Employer Matching Contribution equal to the lesser of:

- (1) the Employee Voluntary Contributions remitted in respect of the pay period;
- and

- (2) two percent (2%) of Basic Earnings, on behalf of each employee who is a member. Employer Matching Contributions will be deposited in the Employer Account within the registered defined contribution pension plan.

16.05 Pension Plan Administration

The Employer Account and the Employee Account will be invested in eligible investment funds managed by a financial institution. A member may not withdraw amounts from either his/her Employer Account or his/her Employee Account while the member is employed by the Company. The Company may permit withdrawals from Employee Accounts for Home Buyers' Plan or critical illness only.

16.06 Statements

Each employee will receive individual annual statements showing the amounts of both his/her Employer Account and Employee Account.

16.07 Temporary Mine Shutdown

In the event of a temporary mine shutdown, Employer Basic Contributions will continue for a further thirty (30) day period based on deemed Basic Earnings using the standard hourly rate at the commencement of the temporary shutdown. No Employee Required Contributions or Employee Voluntary Contributions will be permitted during the period of the temporary shutdown and no Employer Matching Contributions will be made during the period of the temporary shutdown.

16.08 Death Benefit

Should an employee die while a member of the Pension Plan, all amounts in the employee's Employer Account and Employee Account will be paid to his/her beneficiary as specified by the Pension Benefit Standards Act of British Columbia and as permitted under the Income Tax Act.

For clarity, there are no vesting requirements, vesting is immediate.

16.09 Termination

Upon termination of employment, all amounts in the employee's Employer Account and Employee Account will be transferred to any registered vehicle permissible under the Pension Benefit Standards Act of British Columbia and the Income Tax Act. For clarity, there are no vesting requirements, vesting is immediate.

16.10 Provincial and Federal Regulations

The Pension Plan terms and conditions will be registered in accordance with the Pension Benefit Standards Act of British Columbia and the Income Tax Act of Canada.

ARTICLE 17. STATUTORY HOLIDAYS

17.01

- (a) An employee shall receive a Statutory Holiday allowance equal to eight (8) hours pay at his/her regular rate for each of the following Statutory Holidays, provided he/she has complied with the provisions of Article 17.04, in accordance with the payment schedule outlined herein:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

B. C. Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Normally these days will be observed on the calendar day on which they fall commencing at day shift on the day in question, and will conclude twenty-four (24) hours thereafter.

- (b) An employee shall receive eight (8) hours Statutory Holiday allowance, except when an employee actually works on a Statutory Holiday or when an employee who is scheduled to work the Statutory Holiday is required by the Company to take the Statutory Holiday off. In these cases the employee will receive holiday allowance equal to the number of regular hours he/she was scheduled to work.
- (c)
 - (1) Employees will be entitled to one (1) Floating Holiday as of each January 1st and July 1st of each calendar year, provided they have completed their probation period. Floating Holidays will be scheduled on an individual basis by mutual agreement between the employee and his/her Supervisor. Payment for Floating Holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken.
 - (2) Employees may bank Floating Holidays up to a maximum of four (4);
 - (3) An employee will receive payment for any unused Floating Holidays upon the termination of his/her employment up to a maximum of four (4) as described in 17.01 (c) (2);
 - (4) An employee who is off on Workers' Compensation, Weekly Indemnity or Long Term Disability shall continue to accumulate up to the maximum of four (4) Floating Holidays.

17.02 Employees who are requested to work on a Statutory Holiday and have complied with the provisions of Article 17.04, may elect to take an alternate day off without pay, in

any calendar year. These days must be scheduled by mutual agreement between the employee and his/her Supervisor. All lieu days will be waived at the end of the year following the year earned.

17.03

- (a)
 - (1) For work performed on a regularly scheduled shift on a Statutory Holiday, an employee shall be paid one and one-half (1 1/2) times his/her basic rate in addition to any amount payable under Article 17.01 (a) and 17.01 (b). Such hours worked will not be used for the calculation of overtime.
 - (2) An employee required to work on a Statutory Holiday shall be paid at two (2) times the employee's hourly rate for all hours worked in excess of his/her normal hours of work.
- (b) For work performed on a Statutory Holiday on a scheduled day of rest, all hours will be paid at the applicable overtime rates.

17.04

- (a) Except if he/she is on vacation or any authorized leave of absence, an employee shall not receive Statutory Holiday allowance if:
 - (1) He/she does not work his/her last regularly scheduled shift before or after his/her first scheduled shift after the Statutory Holiday;
 - (2) He/she fails to work on a paid Statutory Holiday which he/she has been scheduled to work;
 - (3) The Statutory Holiday falls while he/she is on lay-off that is scheduled for more than twenty (20) calendar days;
 - (4) He/she has not completed his/her probationary period.
- (b) In applying Article 10, an employee shall be deemed to

have worked the qualifying shifts if his/her absence is excused and/or otherwise authorized by the Company. However, payment of such holiday pay in case of excused or authorized absence shall be limited to one (1) holiday per absence.

In cases where the absence commences after the Remembrance Day Holiday and encompasses any or all of Christmas Day, Boxing Day and New Years Day, the employee will be paid for up to three (3) Statutory Holidays.

- (c) Only those employees who return to work with no modified duties will be eligible for an additional Statutory holiday payment as outlined in Article 10 if there is a recurrence of absence prior to the next Statutory Holiday.

17.05 An employee shall be entitled to an additional day off without pay for each Statutory Holiday that falls within an employee's scheduled vacation period. The additional day must be taken consecutively with the vacation period or be lost.

ARTICLE 18. VACATION

18.01

- (a) Employees with seniority will be entitled to vacation in accordance with the following schedule:

Accumulated Seniority		Entitlement
After one	(1) completed year	96 Hours
After two	(2) completed years	96 Hours
After three	(3) completed years	120 Hours
After four	(4) completed years	120 Hours
After five	(5) completed years	144 Hours
After six	(6) completed years	180 Hours
After seven	(7) completed years	180 Hours
After eight	(8) completed years	180 Hours
After nine	(9) completed years	192 Hours
After ten	(10) completed years	192 Hours

After eleven	(11) completed years	192 Hours
After twelve	(12) completed years	204 Hours

18.02 Employees with less than one (1) year of service with the Company will earn eight (8) hours of vacation per month to a maximum of ninety-six (96) hours which they may take after January 1st following their date of hire.

18.03 Employees shall be required to submit his/her preference for vacation time to his/her immediate Supervisor before February 15th in each year. Following this the Company will post approved vacation schedules, by department, no later than April 15th. These vacation requests will be for April 15th of that year to April 14th the following year.

18.04

- (a) Preference for vacation entitlement will be determined on the basis of Company seniority within the department of those employees whose applications for vacation are received by February 15th in each year. Vacation requests received after February 15th will be allocated, based on the dates they are received, on a first received, first scheduled basis.
- (b) The Company will grant vacations at times most preferable to employees, provided that such requests do not unreasonably interfere with the requirements of the operations.
- (c) Except for instances of a planned vacation shutdown or where an employee exercises preference, through job posting etc., vacation schedules, once approved, may only be changed by mutual consent except where a major business circumstance requires the rescheduling of some or all the vacations.

18.05 After February 15th of each year, the Supervisor will schedule vacations in accordance with Company seniority for those employees who have indicated their preference. Employees who do not indicate their preference by September 1st may have his/her vacation periods scheduled by the Company.

18.06 Vacation time may be carried over from one vacation year to the next if prior written approval is obtained from the employee's Superintendent. Should vacation time not be taken by the end of the employee's vacation year, nor agreement reached on carry-over, vacation time will be lost and such employee will be paid out all vacation monies owed in the following pay period.

18.07 Through no fault of the employee, and upon receipt of proof of loss, the Company shall reimburse an employee for reservation deposits lost as a result of his/her approved vacation being rescheduled by the Company because of a planned vacation shutdown, provided the employee notifies the Company of his/her loss within two (2) weeks of the date he/she was rescheduled.

18.08

- (a) Vacation time off may be broken into any block of shifts, provided the scheduling requirements outlined in 18.03 and 18.04 are followed.
- (b) Employees may take up to forty-eight (48) hours in blocks of one (1) shift at a time.

18.09

- (a) Vacation pay will be paid to an employee as a daily rate for each day of vacation taken.
- (b) The daily rate for vacation pay, as referenced in 18.08 (a), will be calculated at the employee's regular base rate of pay during the thirty (30) day period immediately preceding the vacation taken, times the employee's normal hours of work in a work day.
 - (1) Where an employee has changed job classification during the thirty (30) day period immediately preceding the vacation taken, vacation pay will be calculated using the base rate prior to the change in job class.

- (2) Where vacation is taken within thirty (30) days of a general rate increase as shown in Appendix “B”, vacation pay will be calculated using the base rate prior to the general increase.
- (3) Where an employee has been continuously absent from work up to one (1) year for sickness, accident, or WCB, the employee is eligible for vacation and pay.
- (4) Where an employee has been continuously absent from work for over one (1) year for sickness, accident, or WCB, the employee is eligible for vacation hours, but vacation pay will be reduced by one-twelfth (1/12th) for every thirty (30) consecutive days absent beyond one (1) year.
- (5) Where an employee has been continuously absent from work for reasons other than sickness, accident, or WCB (such as maternity leave, parental leave, unpaid leave, etc.), the employee is eligible for vacation hours, but vacation pay will be reduced by one-twelfth (1/12th) for every thirty (30) consecutive days absent.

18.10 The Company may allow employees to take unpaid Leave of Absence as the last portion of his/her annual vacation for the purpose of rounding out his/her work period provided all vacation time and floaters have been exhausted as the last portion of his/her final vacation to round-out to full shifts (e.g. if a 12 hour shift employee has 13 hours of vacation remaining, they will be entitled to 11 hours of unpaid leave to round their entitlement off to two full shifts). The work period shall be defined as an employee’s complete period of days starting with his/her first scheduled work day and concluding at the end of the first occurring rest day.

18.11 Vacation pay will be paid on the pay day for the pay period in which vacation is taken.

ARTICLE 19. APPRENTICESHIP PROGRAM

19.01 Matters pertaining to the training of indentured apprentices, the evaluation of apprentice performance and other matters regulated by the Apprenticeship and Tradesperson's Qualifications Act shall not be subject to the grievance procedure.

19.02 In order to resolve problems and questions arising during the course of apprenticeship training, the apprentices may form a committee consisting of two apprentices with a journeyman designated by the Union to assist them. Such a committee will draw to the attention of Human Resources the problems and questions arising in the trades.

19.03 For an apprentice absent from the job due to attendance at the provincial apprenticeship school, the Company will pay the apprentice his/her regular 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 required to pay the apprentice as provided herein while he/she is repeating his/her school term. Apprentices who successfully complete training at the provincial apprenticeship school will receive, upon return to work, a bonus of one hundred dollars (\$100.00) per week for each week spent attending that school to assist in the added cost of maintaining dual residences.

19.04 Text Rebates

Text books and trade manuals pertaining to the trade and judged to be necessary by the Company will be classified as necessary for the purpose of rebates. All rebates shall be subject to the approval of the Superintendent or his/her designate. The texts and manuals rebate will be sixty percent (60%) of the actual cost.

ARTICLE 20. CASUAL EMPLOYEES

The following are the terms and conditions applicable to casual employees:

- 20.01** A casual employee is a temporary employee employed to perform:
- (a) A permanent job temporarily vacated because of:
 - (1) vacation;
 - (2) short term illness or accident;
 - (3) leave of absences, including union leave;
 - (b) A temporary job or special project.
- 20.02** In the application of 20.01, there shall be no more than a number of casual employees equal to ten percent (10%) of the bargaining unit work force hired at any given time.
- 20.03** A temporary work assignment in paragraph 20.01(a) shall not exceed 90 calendar days, unless the Company and the Union mutually agree to extend this time limit. A temporary work assignment in paragraph 20.01(b) shall end at the end of the conclusion of the temporary job or special project.
- 20.04** A casual employee may be terminated at any time or when the temporary work comes to an end and shall have no seniority rights.
- 20.05** Casual employees will be paid:
- (a) The rate of the job they are performing;
 - (b) \$0.60 per hour in lieu of benefits;
 - (c) Vacation pay at the rate of 4% of gross wages (payable each pay period);
 - (d) Statutory holiday pay at the rate of 4% of gross wages (payable each pay period);
 - (e) 1.5 times the employee's regular rate of pay for time worked on a statutory holiday;
- 20.06** Article 2 applies to casual employees.

ARTICLE 21. STUDENTS

21.01

- (a) 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.
- (b) Students shall not be entitled to floating statutory holidays.
- (c) In the case of permanent or indefinite reduction in workforce at the operation, students shall be laid off before regular employees.
- (d) In the event a student's employment on the student roll is terminated, but he/she is rehired by the Company with no break in service, then the time spent on the student roll from the last date of hire shall be considered as continuous service with the Company for the purpose of qualifying for floating statutory holidays and with respect to the probationary period.
- (e) Students will be paid seventy-five percent (75%) of the job class in which they are working.
- (f) Students shall receive vacation pay at the rate of four percent (4%) of gross earnings in addition to regular earnings upon termination;
- (g) Students shall not be eligible for rebates or allowances, paid leaves, or benefits (except basic life insurance).

ARTICLE 22. LEAVE OF ABSENCE

22.01 Provided that the needs of the operation are met, the Company may grant an unpaid leave of absence for sufficient reason. Such requests will not be unreasonably denied. Subject to such leave being granted, the employee(s) must use any floating holidays and days in lieu first.

22.02 A leave of absence form must be in writing and authorized by a management representative. All requests for leave of absence will be answered by the Company, in writing, within ten (10) calendar days.

22.03 An employee who fails to return to work from an authorized absence may be disciplined up to and including discharge unless his/her reason for failure to return is acceptable to the Company.

22.04 Maternity and Parental Leave

(a) Entitlement to maternity and parental leave shall be in accordance with Part 6 of the Employment Standards Act.

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

(c) The Company will continue to provide medical, extended health, dental and optical plan and group insurance benefits during the period of leave and the Company shall continue to make payment to these plans in the same manner as if the employee were not absent.

(d) An employee shall be eligible to receive sickness and accident benefits for the portion of her maternity leave during which she is disabled from working her own occupation due to the medical consequences of pregnancy as verified by a medical practitioner. The sickness and accident benefit shall be administered by the commercial insurer and paid as a top-up to Employment Insurance benefits to a combined maximum level of what she would have been entitled to under sickness and accident benefits.

(d) On the employee's return to work, the Company shall reinstate the employee to the employee's previous position, or should the previous position be redundant, provide the employee with Article 8.07 or Article 8.14 rights, as applicable.

22.05 Family Responsibility Leave

- (a) Entitlement to Family Responsibility Leave shall be in accordance with Part 6 of the Employment Standards Act.
- (b) Family Responsibility Leave is defined as:
 - (1) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to
 - (i.) the care, health or education of a child in the employee's care, or
 - (ii.) the care or health of any other member of the employee's immediate family as defined below.
 - (2) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family.
- (c) Employees are expected to give as much notice as possible and to provide sufficient information for the Company to understand the reason for the leave.
- (d) Should the provisions of the Employment Standards Act with respect to Maternity Leave, Parental Leave or Family Responsibility Leave change; the provisions of paragraph 22.04 and 22.05 will be changed to reflect the changes in the Employment Standards Act.

22.06 Bereavement Leave

- (a) A bereavement leave with pay of four (4) consecutive regularly scheduled shifts will be granted to an employee upon a death in his/her immediate family, provided the leave is taken within seven (7) days of the funeral. Prior to taking such leave, the employee must advise his/her immediate Supervisor. Immediate family means those named as related to the employee and include employee's: spouse, child or stepchild, parent or step-parent, brother, sister, parent-in-law, grandparent or grandchild.

- (b) Statutory Holidays are included as a shift for the purpose of this clause.
- (c) An employee eligible for a bereavement leave which occurs during his/her vacation shall be entitled to have that portion of his/her vacation rescheduled.
- (d) Employees on Bereavement Leave during a Statutory Holiday will be paid a Statutory Holiday allowance equal to the number of hours they would have normally been scheduled to work.

22.07 Jury Duty

- (a) An employee who is called for jury duty or is subpoenaed as a witness (but not in his/her own defense), will be paid an allowance equal to the difference between the payment, excluding travel allowance, he/she receives for each day of such service and his/her straight time pay for work which he/she would have been scheduled and which he/she would otherwise have performed on those days.
- (b) Time paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and statutory holidays, but will not be counted as hours worked in a work day for the purpose of computing overtime.

22.08 Political Leave

- (a) Upon reasonable prior notice in writing, the Company will grant an employee an unpaid leave of absence for the term of office as a Member of Parliament of Canada, or as a Member of the Legislative Assembly of British Columbia.
- (b) The period of time during which an employee is on leave for under this article, he/she shall not be considered as time worked for the Company and the employees shall not be entitled to any benefits under the Collective Agreement while on leave, save and except upon conclusion of the

leave the employee's seniority shall include the period of the leave. The period of the leave shall be considered as service with the Company for pension purposes and for the purpose of calculating Company service for vacation entitlement (but not vacation pay).

ARTICLE 23. GENERAL PROVISIONS

23.01

- (a) An employee who is laid off for a period of more than two (2) weeks or is terminated by the Company will be paid all wages forthwith.
- (b) An employee who gives seven (7) days' notice of voluntary termination shall be paid all wages no later than five (5) business days from his/her last day worked.
- (c) An employee who gives less than seven (7) days' notice of voluntary termination shall be paid all wages no later than seven (7) days from his/her last day worked.
- (d) Where it is determined that an employee is not in receipt of his/her full wages for a pay period, he/she will, upon request, be reimbursed as soon as possible.

23.02 The normal procedure for payment of wages will be by direct deposit every second Wednesday to the banking institution of an employee's choice.

23.03

- (a) The Company will provide a tool allowance each year to tradespeople provided the tradesperson continues to maintain the required tools for his/her trade from the tool list provided by the Company as follows:

	<u>Jan.1st</u>	<u>July 1st</u>
Machinist	\$250.00	\$250.00
Millwright	\$250.00	\$250.00
H.D. Mechanic	\$250.00	\$250.00
Automotive Mechanic	\$250.00	\$250.00

Electrician	\$200.00	\$200.00
Pipe Fitter	\$200.00	\$200.00
Gas Fitter	\$200.00	\$200.00
Instrumentation	\$200.00	\$200.00
Service Person	\$150.00	\$150.00
Line Person	\$150.00	\$150.00
Carpenter	\$100.00	\$100.00
Welder	\$100.00	\$100.00

- (b) This allowance will be paid on the first pay period following each of these dates, for each employee on payroll that pay period.
- (c) An employee who has been continuously absent during the six (6) months preceding these dates will not be eligible for this allowance.
- (d) Apprentices shall be entitled to the tool allowance paid to the tradesperson in the trade classification.
Any classification not listed above will be supplied all required tools needed for the job at no cost to the employee.
- (e) Tool boxes damaged beyond repair through legitimate accidents proven to be no fault of the owner will be replaced by the Company to a comparable standard at no cost to the employee.

23.04 Employees who attend voluntary training courses on his/her scheduled days of rest will not be eligible for overtime rates for the time spent training. Employees attending mandatory training on his/her days of rest will be paid at the applicable overtime rates as per Article 10. Employees required to work mandatory overtime for training will be given as much notice as possible.

ARTICLE 24. MEDICAL CERTIFICATE

24.01 Following consultation with the Union, if the Company does not accept a medical certificate produced by an employee and requires said employee to undergo an examination by a medical practitioner named by the Company, the Company will pay for the cost of this required examination and the employee shall not suffer a loss of pay for such examination. The employee will be referred to a professional rehabilitation and occupational health clinic. It is understood that the information provided by the medical practitioner will be limited to the employee's prognosis and restrictions.

ARTICLE 25. ACCESS TO MINE SITE

25.01 The Local Union representative may be granted access to the Company's mine by obtaining permission from the Mine Manager or his/her designate.

ARTICLE 26. EMPLOYEE INDUCTION

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

26.02 The Company agrees to extend to the Unit Safety and Unit Grievance Chair (or designates), the opportunity to participate in the induction of new employees.

ARTICLE 27. BULLETIN BOARDS

27.01 The Company agrees to put a bulletin board in each department at the site and will be made available to the Union for its purposes, provided that the use of such boards be restricted to the posting of notices regarding the business affairs, meetings and social events of the Union, and the reports of the various committees of

the Union, and provided that no such notice may be posted unless the approval of the Company to the posting has first been obtained, and a notation of the approval endorsed on the notice. The Company agrees to furnish to the Union a key for each bulletin board and to keep bulletin boards in reasonable repair. Until further notice from the Company to the Union, the approval referred to need not be obtained.

ARTICLE 28. ACCESS TO EMPLOYEE FILES

28.01 Upon written request to the Human Resources Department, an employee shall be provided with a copy of the employee's Employee Job/Discipline History report. An employee has the right to review his/her work record and disciplinary record, on request, through the employee's Supervisor.

ARTICLE 29. HUMANITY FUND

29.01 Effective September 1, 2013, the Company agrees to deduct on a bi-weekly basis the amount of one (1¢) cent per hour from the wages of all employees in the bargaining unit for all hours worked during the month and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, and the amount of such payment.

ARTICLE 30. DISCIPLINE AND DISCHARGE

30.01

(a) Upon request, the Company will provide to the Union representative a copy of the employee's work record, including all Discipline Reports and Counseling

Reports at any stage of the grievance procedure. Information regarding an employee's work record shall be presented with the employee's knowledge.

- (b) Notwithstanding Article 31.02, in a grievance involving a discharge or suspension, the grievance must be presented directly at Step 3 of the grievance procedure by a Chief Shop Steward or his/her designate. The Step 3 reply will be given within five (5) days of the presentation at Step 3.
- (c) Prior to the suspension or discharge meeting, a Chief Shop Steward or his/her designate will be given a copy of the employee's work record and disciplinary record.
- (d) The employee's Job/Discipline History report if requested by the employee or Union at any meeting or hearing where the purpose is to impose discipline, shall be present at the meeting. Upon request and with the employee's approval, the Company will provide the Union Steward with a copy of the Job/Discipline History report.

30.02

- (a) A Union Steward (from the department concerned, if available) must be present when an employee is disciplined or suspended pending investigation.
- (b) In cases of discharge or suspension a Chief Shop Steward or a designate must be present.

ARTICLE 31. GRIEVANCES

31.01

- (a) The parties agree that it is desirable that any complaints or grievances should be resolved as quickly as possible. Employees are therefore urged to try to settle his/her complaints with his/her Supervisor as soon as they occur.
- (b) The Company agrees to meet any of its employees, or his/her representatives, for the purpose of discussing grievances or complaints with the object of reaching a

satisfactory solution. In the event of any meeting between any employee(s) and Company representatives that occurs during working hours, such employee's time shall be paid in accordance with Letter of Understanding #1. In the event of any such meeting between any employee(s) and Company representatives that occurs outside regular working hours, such employee(s) shall be paid his/her regular straight time hourly rate for the period of the meeting. All time spent during these meetings shall be paid in accordance with Letter of Understanding #1. Such meetings shall be held at a mutually agreeable time.

- (c) Prior to the submission of a grievance, it is expected that the Union Steward will meet with the grievor's Supervisor and attempt to resolve the matter.

31.02 Should a dispute arise between the Company and any employee regarding the application, interpretation, or alleged violation of this agreement, it shall be dealt with in the following manner:

Step One Within ten (10) days after the alleged grievance having arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee and his/her Union Steward may present the grievance in writing to his/her Supervisor. Failing settlement to the employee's satisfaction within ten (10) days, the employee may process the grievance to Step 2.

Step Two Within ten (10) days of the denial of the grievance in the previous step, the employee, accompanied by his/her Union Steward and a member of the Grievance Committee, may present the grievance in writing to his/her General Supervisor. Failing a satisfactory settlement or reply within ten (10) days, the

employee may process the grievance to Step 3.

Step Three Within ten (10) days of the denial of the grievance in the previous step, the employee, accompanied by his/her Union Steward, Grievance Chairperson, and/or Union President or designates thereof, and, if requested, a representative of the International Union, may take the matter up with the Department Superintendent or his/her designate by providing a written statement outlining the nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated.

31.03 If the grievance is denied at Step 3, the Union has ten (10) days to advance the dispute to arbitration. This does not preclude further attempts to resolve the dispute.

31.04

- (a) In determining the time within which any step is to be taken under foregoing provisions of this Article, Saturdays, Sundays and the recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.
- (b) If a grievance is not advanced through the Steps of the grievance procedure within the specified time limits, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The abandonment of a grievance under this Article shall not prejudice future cases of a similar nature. Notwithstanding the above, grievances shall not be deemed abandoned at Steps 2 and 3 unless the Union has failed to advance the grievance within seventy-two (72) hours of written notice from the employer that the time limits have been exceeded.

- 31.05** Answers shall be given in writing to the appropriate Union Steward on a first (1st), second (2nd), and third (3rd), stage grievance and a copy of third stage grievances shall be sent to the Local Union.
- 31.06** The grievance procedure shall be carried out on the Company's property or at such other place or time as the Union and the Company shall mutually agree upon. The Company and Union agree to schedule meetings in advance for grievances submitted at Step 3.
- 31.07** If it is necessary for a Union Steward or other employee(s) to take time off during working hours in connection with a grievance, he/she must notify his/her Supervisor and they must arrange a mutually satisfactory time. Time off shall not be unreasonably withheld.
- 31.08** Grievances, alleging violations which directly involve more than one employee and which are sufficiently common in nature that they may be conveniently dealt with together, may be submitted directly at Step 2 as one grievance within ten (10) days of the event or circumstances upon which it is based.
- 31.09** Any difference, arising between the Union and the Company as to the application, interpretation or administration of the Agreement, may be submitted in writing by either Party to the other at Step 3, within ten (10) days of the event or circumstances upon which it is based.
- 31.10** Time spent by a Union representative performing duties as outlined in Article 31 will be paid in accordance with Letter of Understanding #1.

ARTICLE 32. ARBITRATION

32.01 Arbitration Procedure

- (a) Arbitrations will be conducted by the arbitrators in the list set out below on a rotational basis subject to his/

her availability. Within ten (10) days of a grievance being advanced to arbitration, the next arbitrator in the rotation on the list will be appointed to adjudicate the dispute.

- (i) J. Hall
- (ii) S. Lanyon
- (iii) D. McPhillips
- (iv) V. Ready
- (v) C. Taylor

- (b) The decision of the arbitrator in respect to 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.
- (c) 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.

ARTICLE 33. LABOUR MANAGEMENT

33.01

- (a) The Labour/Management Committee shall consist of up to four (4) Employer designates and up to four (4) employees appointed by the Union. The Committee shall meet at the request of either party, but not more than once per month at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by a Company and Union Representative. The purpose of the meeting shall be to exchange information of mutual interest, to review matters arising from this Agreement, to communicate employee and operational issues, and to maintain effective Union/Management relations.

ARTICLE 34. TECHNOLOGICAL CHANGE

34.01

- (a) The Company and the Union agree that technological change is both necessary and desirable for the viability of the Company and the ongoing job security of its employees.
- (b) In recognition of the foregoing, the Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off, or permanently demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at Step 3 of the grievance procedure.

34.02 For the purpose of this Agreement, a technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which adversely affects employees in the bargaining unit through layoff or demotion from his/her present job classification.

34.03 The Company shall notify the Union not less than three (3) months in advance of intent to institute technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated.

34.04 An employee who is initially given notice of layoff, demotion, or transfer as a direct result of the introduction of a technological change may:

- (a) Fill any available vacancy for which he/she has seniority and which he/she is able to perform; or
- (b) Displace another employee with less seniority provided he/she is qualified to perform the job.

ARTICLE 35. CONTRACTING OUT

35.01 The Company and the Union agree that contracting out of work performed by the employees in the bargaining unit

will not be done for the purpose of laying off, demoting, terminating, or deferring the recall of bargaining unit employees.

35.02 The Company, either through the Union-Management Committee or a separate Contracting Out Committee, at each meeting agrees to engage in dialogue, seek input, and review suggestions.

In particular, this Committee will address:

- (a) Proposed contracting out by the Company.
- (b) Suggestions from the Union concerning having such work done by employees; taking into consideration the efficiency of the operation, the urgency of the work to be performed, and the availability of the equipment, skills and manpower.
- (c) The dates that contractors are expected to commence a particular project and an estimated completion date.
- (d) Any concerns about safe work practices by contractor's employees.
- (e) The Committee will agree upon a list outlining frequent contractors which will be reviewed at every meeting, with the purpose of discussing the project they are performing to review work and explore possible alternatives.

35.03 The shop Union Steward in the area affected will be notified when contractors are working on site in his/her respective areas.

ARTICLE 36. USE OF CONTRACTORS

36.01

(a) The Union recognizes the Company's right to employ contractors to perform routine maintenance and routine production work at its operations.

- (b) The Company recognizes the Union's right to represent employees normally engaged in routine maintenance and routine production work at its operations and its concern over the use of contractors.
- (c) The Company will, therefore, agree to pay dues to the Union on behalf of contractors engaged in routine maintenance and routine production work. The dues shall be six hundred and forty dollars (\$640.00) per month. The Company shall pay these dues monthly.

ARTICLE 37. TERMS OF AGREEMENT

The term of the Collective Agreement will be from May 1, 2013 to April 30, 2018.

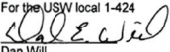
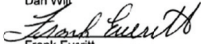
It is specifically agreed between the parties hereto, in accordance with Section 50, subsection (4) of the Labour Relations code of British Columbia that the operation of Section 50, subsection (2) and (3) of said Act, are hereby excluded and shall not be applicable to this Agreement.

This Agreement shall be binding upon the parties hereto jointly and severally, and upon his/her respective successors and assigns.


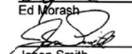
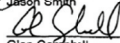
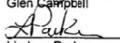
The Company will print the Collective Agreement and will provide each employee with a copy not later than four (4) months after signing this agreement.

In Witness Whereof the parties have executed the Agreement this 27th day of March, 2013.

For the USW local 1-424


Dan Will

Frank Everitt

For Teck Coal Limited Quintette Operations


Ed Morash

Jason Smith

Glen Campbell

Lindsay Parker

APPENDIX “A”. SHIFT SCHEDULES

Shift Schedules, as Per Article 10.04:

- (a) Seven (7) days on, seven (7) days off, twelve (12) hour Shift Schedule.
- (b). Five (5) days on, two (2) days off, eight (8) hour Shift Schedule.
- (c) Four (4) days on, three (3) days off, ten (10) hour Shift Schedule.

APPENDIX "B". JOB CLASSIFICATIONS/ RATES (\$/hr)

JOB	CLASS CLASSIFICATION	4%	4%	3.5%	3.5%	
		MAY 1 2013	MAY 1 2014	MAY 1 2015	MAY 1 2016	MAY 1 2017
1	Labourer Janitor	\$28.50	\$29.64	\$30.83	\$31.91	\$33.03
2	Pit Utility I Service Person I Blaster I	\$29.50	\$30.68	\$31.91	\$33.03	\$34.19
3	Steam Bay Attendant 1st Yr Apprentice Process Operator I Warehouse Helper	\$31.00	\$32.24	\$33.53	\$34.70	\$35.92
4	Steam Truck Operator Service Person II	\$32.00	\$33.28	\$34.61	\$35.82	\$37.07
5	2nd Yr Apprentice Pit Utility II Fuel Truck Operator Process Operator II	\$33.00	\$34.32	\$35.69	\$36.94	\$38.23
6	Process Operator III Blaster II Equipment Operator I	\$34.50	\$35.88	\$37.32	\$38.63	\$39.98
7	3 Yr Apprentice Service Person III Boom Truck Operator Pit Utility III Equipment Operator II	\$35.50	\$36.92	\$38.40	\$39.74	\$41.13
8	Process Operator IV Equipment Operator III	\$36.00	\$37.44	\$38.94	\$40.30	\$41.71
9	Drill Trainee 4th Yr Apprentice Blaster III	\$36.50	\$37.96	\$39.48	\$40.86	\$42.29

JOB	CLASS	CLASSIFICATION	4%	4%	3.5%	3.5%	
			MAY 1 2013	MAY 1 2014	MAY 1 2015	MAY 1 2016	MAY 1 2017
10		Driller Production Loader Trainee Hydraulic Shovel Trainee Sr. Process Operator	\$37.00	\$38.48	\$40.02	\$41.42	\$42.87
11		Production Loader Hydraulic Shovel Cable Shovel Trainee Control Room Operator Trainee	\$37.50	\$39.00	\$40.56	\$41.98	\$43.45
12		Cable Shovel Warehouse Journey Person Control Room Operator	\$38.50	\$40.04	\$41.64	\$43.10	\$44.61
13		Trades Journey Person Crane Operator	\$42.50	\$44.20	\$45.97	\$47.58	\$49.25

**LETTER OF UNDERSTANDING #1.
CODING OF TIME SPENT ON UNION BUSINESS
Letter of Understanding #1**

**Between
Teck Coal Limited, Quintette Coal Operations
("Teck")**

**And
United Steelworkers, Local 1-424
("Local 1-424")**

SUBJECT: Coding of Time Spent on Union Business

The following represents the coding procedure for the various Union-related activities during the term of the Collective Agreement.

CODE A: Time Spent by Employees Delegated by the Union for the Purpose of On-Property Union Activity (Paid for as per Article.7.03)

1. Time spent by employees delegated by the Union for the purpose of investigating and settling disputes.
2. Accident investigations by members of the Union Safety Committee and accident investigation meetings that do not result from a fatality.
3. Routine joint safety meetings and tours.
4. Time spent by employees delegated by the Union to investigate safety complaints.
5. Safety Chairperson tours of the mine site
6. Time spent by Union Safety Chairperson while engaged in the referee process.

CODE B: Time for Activities Initiated or Authorized and Paid for by the Company

1. Union Steward attendance (representation) at discipline meetings.

2. Joint Education and Development Committee activity.
3. Trades Committee activities.
4. Wage Committee activities.
5. Joint committee work as provided for in Letters of Understanding.
6. Quarterly Safety Meetings with the General Manager.
7. Joint accident investigation meetings resulting from a fatality and involving a Company designated Safety Officer and management representatives.
8. Familiarization of Safety Officials with techniques for identifying toxic substances.
9. Special meetings between Union Officials and the Company as arranged by the Unit Chair.
10. Time spent by grievors in the Grievance Procedure.
11. Time spent by the designated Union representative at monthly meetings concerning the use of contractors.
12. Time spent by a designated Union representative to attend general meetings initiated or authorized by the Company outside the areas identified in Parts A and C.

NOTE: An employee who is at work on a premium shift, if called away from his/her work to perform a Union function as described under Code B, shall not lose wages.

CODE C: Leave for Union Business as per Article 7.01, 7.02 and Article 32 and Paid for by the Union

1. All matters related to grievance and safety concerns conducted by the Union outside the areas identified in Parts A and B, above.
2. All activities related to grievance handling beyond Step 3 (i.e. Arbitration).
3. Leave to hold International Union office.
4. Leave to hold local Union office.
5. Leave for labour conventions, seminars, arbitrations, grievance matters, or local Union matters.

In order to facilitate accurate reporting of time spent under Part A, B and C, an employee shall complete a Union Activity Report Form with his/her Supervisor upon notifying his/her Supervisor (and receiving approval) of his/her intent to attend Union Business and upon his/her return to work at the completion of such business. Completed forms shall be forwarded to the Union.

**LETTER OF UNDERSTANDING #2.
UNION ACTIVITY HOURS
Letter of Understanding #2
Between
Teck Coal Limited, Quintette Coal Operations
And
United Steelworkers, Local 1-424
("Teck")
("Local 1-424")**

SUBJECT: Union Activity Hours

The Company will increase the number of hours from the current one hundred and twenty (120) hours per month paid to the Union to conduct business as per Article 7.03 and for Education fund as per Article 7.04 on the following schedule and increments.

Union Business

May 1, 2014 +20 hours (140 hours)

May 1, 2015 +20 hours (160 hours)

May 1, 2016 +20 hours (180 hours)

May 1, 2017 +20 hours (200 hours)

The rate of payment will be as per Article 7.03.

Education Fund

May 1, 2014 +20 hours (140 hours)

May 1, 2015 +20 hours (160 hours)

May 1, 2016 +20 hours (180 hours)

May 1, 2017 +20 hours (200 hours)

The rate of payment will be as per Article 7.04.

This Agreement shall remain in force during the term of the current Collective Agreement.

**LETTER OF UNDERSTANDING #3.
START-UP PHASE
Letter of Understanding #3
Between
Teck Coal Limited, Quintette Coal Operations
And
United Steelworkers, Local 1-424
("Teck")
("Local 1-424")**

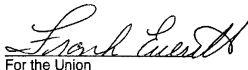
SUBJECT: Startup Phase

During the startup phase of the mine, the parties recognize the need to recruit qualified employees. Once the mine achieves normal production and a steady workforce, seniority and job progression will be followed as per Articles 8 and 9. This start-up phase is not expected to last longer than 18 months from mine reopening. Should normal production and a steady workforce not be achieved within 18 months, the parties may extend the 18 months upon mutual agreement.

DATED THE 27th DAY OF March, 2013



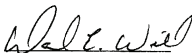
For Teck



For the Union



For Teck



For the Union

BC Health, Safety and Reclamation Code. Section 1.10 Employee's Right to Refuse Work

This language is reprinted for ease of reference only. If there are any differences between this language and the HSRC, the Code language shall prevail. This language is not subject to grievance.

- | | | |
|--------------------------------|---------------|---|
| Unsafe Work | 1.10.1 | A person shall not carry out any work or operate any equipment, tool, or appliance if he/she has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person. |
| | 1.10.2 | A Supervisor shall not knowingly perform or permit a worker to perform work which is, or could create, an undue hazard to the health or safety of any person. |
| Right to Refuse | 1.10.3 | A person who refuses to carry out any work or operate any equipment, tool, or appliance, in compliance with section 1.10.1, shall forthwith report the circumstances to his/her Supervisor. |
| Supervisor Investigates | 1.10.4 | The Supervisor receiving a report under section 1.10.3 shall forthwith investigate the matter and ensure that any hazardous condition is remedied without delay; or if, in his/her opinion the report is not valid, he/she shall inform the person who made the report. |
| Investigation | 1.10.5 | If the procedure provided for in section 1.10.4 fails to resolve the issue and the person continues to refuse to carry out the work, the Supervisor or other management representative shall |

forthwith make an investigation in the presence of the person who made the report, together with another person having knowledge of the work in question and who is

(1) a worker representative or designate of the OHSC if available, or

(2) designated by the local union to represent the person refusing to carry out the work, or

(3) a co-worker selected by the person refusing to carry out the work.

**Use of Alternate
Worker**

1.10.6

If the person still refuses to carry out the work after his/her Supervisor and the other person have investigated the issue in accordance with section 1.10.5, and are both of the opinion that no undue hazard exists and that (1) the refusal is considered to be justifiable for reasons peculiar to that particular person, and (2) there is no justification for an alternate person to refuse to carry out the work in question then, the Supervisor, after informing the alternate person of the reason for the refusal, may have him/her perform the work.

**Manager
Investigates**

1.10.7

If the procedures in sections 1.10.4, 1.10.5 and 1.10.6 fail to resolve the issue, the manager shall (1) conduct an investigation and either develop a plan that is acceptable to the persons who will do the work and which will allow the work to proceed safely, or suspend

further work, and (2) if the work is suspended or allowed to proceed, submit a report to the OHSC, local union, and an inspector, that describes the incident, shows compliance with the code and describes any remedial actions taken.

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