

COLLECTIVE AGREEMENT

for the
WOLVERINE MINING COMPLEX LIMITED

BETWEEN

WOLVERINE MINING COMPLEX LIMITED



AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS), ON BEHALF OF LOCAL UNION 1-424**



November 11th, 2016 to November 10th, 2021

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COLLECTIVE AGREEMENT
for the WOLVERINE MINING COMPLEX
("the Agreement")

BETWEEN

WOLVERINE MINING COMPLEX LIMITED
(hereinafter referred to as "the Employer")

AND

UNITED STEELWORKERS LOCAL 1-424
(hereinafter referred to as "the Union")

(and referred to alternately as "Parties" and individually as "Party".)

THIS AGREEMENT made and entered into as of November 11 , 2016

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) establish a just and prompt procedure for the resolution of grievances;
 - d) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

ARTICLE 2 - RECOGNITION

- 2.01 The word employee(s) as used in this Agreement, means all employees in the employ of the Employer at the Wolverine Mining Complex Limited, located approximately twenty-seven (27) kilometres west of Tumbler Ridge, British Columbia, except persons employed in confidential human resources positions, persons excluded by the *Labour Relations Code of British Columbia*, all supervisors, central control room operators, office, clerical, and

technical staff, engineering staff, geological staff, and loss control officers.

- 2.02 The Employer recognizes United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union (United Steelworkers), On Behalf Of Local Union 1-424 as the sole collective bargaining agent for all employees as defined in Article 2.01.
- 2.03 Unless agreed to by the Parties through written agreement, or required by law, there shall be no revisions to the collective agreement or the bargaining unit as defined herein.
- 2.04 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, training, instructional, evaluation purposes or short-term (one hour or less) equipment usage for the efficiency of the operations.
- 2.05 The Employer reserves the right to contract out work for the greater efficiency of the running of the mine and its operations provided that no regular employee is laid off, or recall rights are affected, as a direct result of the contracted out work.
- 2.06 Words imparting the masculine gender shall include the feminine and vice versa.

ARTICLE 3 - SCOPE

- 3.01 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.
- 3.02 The parties agree that
 - Part 3, Wages, Special Clothing, & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holidays;
 - Part 7, Annual Vacation; and
 - Part 8, Termination of Employment of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Collective Agreement.
- 3.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.

ARTICLE 4 - MANAGEMENT'S RIGHTS

- 4.01 The Employer's rights, subject to this Agreement, include but are not limited to the following:
- a) the right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
 - b) the right to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
 - c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer; the direction of the working forces; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality, and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of employees needed by the Employer at any time; and generally, the right to manage the business of the Employer, and to plan, direct, and control the operations of the Employer, without interference.
- 4.02 The sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 For Employee representation purposes, the Union shall function and be recognized as follows:
- a) The Union has the right to elect or appoint stewards. There shall be a maximum of one (1) steward per operating shift and one (1) steward for all Trades (as outlined in the Trades 1 and 2 categories in Schedule “A”). Stewards are employee representatives in matters pertaining to the collective agreement, including grievance processing. Stewards are not permitted to amend any terms of this Agreement.
 - b) The union may appoint an alternate for each of the above to act in the absence of the regular steward.
 - c) Union Representatives are employee representatives in all Agreement matters and in particular for grievance processing, negotiating Agreement amendments or renewals, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 5.02 The Union agrees to provide the Employer in writing with an up-to-date listing of its officials' names, effective date of appointment, and end date of appointment.

5.03

- a) Stewards will not absent themselves from their work to deal with grievances without first obtaining Employer permission. Permission will not be withheld unreasonably and the employer may direct that they be dealt with during breaks. The Employer will pay such stewards at their regular hourly rates while attending to such matters whenever this takes place during the employees' regular working hours, as well as for time spent negotiating a renewal of this Collective Agreement with the Employer.
- b) The maximum daily pay for negotiations shall be the employees' regularly scheduled straight time hours. There will be a maximum of five (5) employee representatives on the bargaining committee paid for by the Company.

5.04 The Employer may meet periodically with its employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and/or the employees. A Steward may attend such meetings and wherever practicable a Union Representative may attend such meetings.

5.05 There shall be no union activity on Employer's time or on Employer's premises except that which is necessary for grievance processing and Agreement administration and enforcement.

5.06 The Employer shall provide a, secure bulletin board at the Dry for Union use

ARTICLE 6 - STRIKES OR LOCKOUTS

6.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation.

6.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

7.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed.

7.02 A list of employee names, addresses, hire dates, and classifications shall be provided to the Union monthly. An employee list, ranked by classification and showing the employee's pay rate, shall be forwarded to the Union twice yearly.

7.03 Each employee shall as a condition of hiring or continued employment:

- a) Authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form agreed to between the Company and the Union.
- b) Become a member of the Union and maintain membership in good standing.

7.04 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

7.05 The Parties recognize the mutual desirability of establishing a coordinated program of orientation for new employees.

The Employer will provide an opportunity for a Shop Steward or Union Representative, unpaid time beyond their regular shift schedule, to meet new employees after the employer has concluded the employer segment respecting new employee orientation.

7.06 New employees will be hired on a thirty-five-(35) working day probationary period and thereafter shall attain regular employment status subject to available work. The Parties agree that a probationary employee may be discharged or laid off for any work related reason.

7.07 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Notwithstanding anything to the contrary contained in this agreement that all employees are hired on probation, the probationary period to continue until thirty five (35) days have been worked, during which time they are to be considered to be temporary workers only, and during this same period no seniority rights shall be recognized.

ARTICLE 8 – CHECK-OFF

8.01

- a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the Local 1-424.
- b) The Union will give reasonable notice to the Company of any changes in the amount of Union dues, fees or other amounts which the Company is required to deduct. 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, BC 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, each month), as well as a statement showing the names, addresses and phone numbers of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.B.C., W.I., laid off, etc.
- e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

International Secretary-Treasurer, United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario, Canada
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 the 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.

8.02 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

ARTICLE 9 – WAGES AND RATES OF PAY

- 9.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A".
- 9.02 The Employer may establish additional classifications. The pay rates for new classifications may be negotiated between the Employer and the Union during the Agreement term. If no agreement is reached, either party may refer the issue to the Grievance Procedure.
- 9.03 An employee who reports for work without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at his prevailing hourly rate. An employee who is called in will be guaranteed a minimum of four (4) hours' pay at his prevailing hourly rate. It is the responsibility of the

employee to provide a means by which the Employer can contact him. If an attempt is made by the Employer to contact an employee by way of the contact information provided in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up pay.

- 9.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classifications provided the employee are qualified to do the required work.
- 9.05 Employees temporarily assigned to another classification for which they are qualified, for more than one shift, will receive the higher of their regular pay rate or the temporary assigned classification pay rate.

ARTICLE 10 - HOURS OF WORK & OVERTIME

- 10.01 This Article is intended to define the normal work hours and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 10.02 The term “work day” means that period of time starting when an employee is scheduled to commence work and terminating twenty-four (24) hours thereafter.
- 10.03 The term “work week” means that period of time commencing at the start of dayshift on Sunday and terminating one hundred sixty-eight (168) hours thereafter.
- 10.04 At its discretion, the Employer may from time to time initiate, maintain, or discontinue to conduct all or any part of its operations on a multiple shift and/or multiple continuous shift basis. Prior to introducing a shift schedule, the Employer will consult with the Union.
- 10.05 The normal hours of work for employees shall be based on one of the following schedules:
- a) eight (8) hours per day, five (5) consecutive days per week;
 - b) ten (10) hours per day, four (4) consecutive days per week;
 - c) twelve (12) hours per day based on a work cycle which is eight (8) consecutive weeks (four [4] shifts on, four [4] shifts off) averaging forty-two (42) hours per week.
 - d) twelve (12) hours per day based on a work cycle which is two (2) consecutive weeks (seven [7] shifts on, seven [7] shifts off) averaging forty-two (42) hours per week.
 - e) The Company may request to negotiate other work schedules to be implemented during the term of this Agreement. Such negotiations shall be convened within 10 working days of a request, unless otherwise agreed to by the parties, and such scheduled negotiations shall be conducted in good faith. The union shall not unreasonably deny a Company request for a new work schedule. If the parties agree to a new work schedule(s), such schedule(s) may be implemented by the Company during the term of this Agreement, if approved by a majority of employees affected.

Any of the above shifts may be worked on an alternating work cycle of all day shifts or all night shifts. The normal shift start and stop times will be 7:00 am and 7:00 pm. The bus will normally arrive and leave fifteen (15) minutes before and fifteen (15) minutes after the shift start and stop times.

- 10.06 Shift schedules shall be posted in a conspicuous place and changes will be communicated as far in advance as is practicable. In the event that less than twenty-four (24) hours' notice is provided, overtime shall apply for the first shift of the schedule change.
- 10.07 Employer-provided training sessions during normally scheduled off time shall be by voluntary participation. Employees participating in voluntary training shall be paid at regular pay rates and overtime shall not apply.
- 10.08
- a) Employees working on a schedule defined in 10.05(c) and (d) will have two (2) paid meal breaks of twenty-five (25) minutes at a time designated by the Employer, one (1) in the first half and one (1) in the second half of the shift. Employees working a schedule defined in 10.05(a) and (b) shall receive two (2) ten- (10) minute paid coffee breaks in each half of their shift, and one (1) one-half (1/2) hour unpaid meal break. Employees will receive an additional ten- (10) minute paid coffee break during daily double time (after twelve [12] hours in a day).
 - b) With respect to breaks provided in Article 10.08 (a), the employee shall continue all necessary supervision of machinery, maintenance of service, and be available through radio contact. While it is not the intention of the Employer to interrupt an employees' break(s) should a break(s) be interrupted the break(s) will be rescheduled by the Employer within one (1) hour following the completion of the work required.
- 10.09 For all shifts, other than those shifts identified in Article 10.05(c) and (d), all hours worked in excess of forty (40) hours every work week shall be paid at one and one-half (1.5) times their regular pay rate. For shifts identified in Article 10.05(c) and (d), employees will be paid for actual hours worked in each week at straight time, except four (4) hours of the regularly scheduled hours each pay period will be paid at one and one-half (1.5) times the regular rate provided the employee has worked all regularly scheduled hours
- 10.10 All hours worked on days of rest shall be paid as follows:
- 1st and 2nd days worked, eight (8) hours at one and one-half (1.5) times the regular hourly rate; all remaining hours shall be paid at two (2) times the hourly rate.
 - 3rd and subsequent days worked, all hours at shall be paid at two (2) times the hourly rate.
 - All hours worked beyond twelve (12) hours in a day will be paid at two (2) times the hourly rate.

10.11 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime by Sunday for the coming week, wherever practicable, and in any event no later than Tuesday. Any employee who is affected by a change made to the Sunday posted schedule will be notified no later than end of shift Tuesday.

10.12 The parties agree that the process of equitable distribution of overtime as noted above shall be guided by the following principles:

Equitably distributed overtime will be offered beginning with the most senior employee on the seniority list, then moving through the list until it is exhausted then moving to the top again.

If an employee refuses overtime, it will be offered to the next senior employee on the seniority list.

Employees eligible for overtime will be offered work in blocks up to three (3) days.

ARTICLE 11 - SENIORITY

11.01 Seniority is defined as an employee's length of service with the Employer at Wolverine Mining Complex Limited site since the most recent hire date upon successful completion of probation. Seniority for employees hired on the same day will be determined by the employee with the lowest payroll number.

11.02 The Parties agree to the general principle that job security and opportunity should increase commensurate with seniority

11.03 Qualified employees are defined as those employees who can operate equipment with only familiarization, and do not require additional training.

11.04 A seniority list shall be maintained by the Employer, consisting of the name, hire date, and classification of every Union-represented employee in the Union, and ordered by length of service. The Employer shall copy the seniority list to the Union quarterly.

11.05 Seniority rights shall cease, and employment shall be deemed terminated, for any employee who:

- voluntarily terminates employment;
- is discharged, and this discharge is not reversed through the grievance procedure;
- is laid off for more than twenty four (24) consecutive months;
- fails to return from an approved leave of absence within five (5) days without having a reasonable explanation;
- fails to return from layoff within fourteen (14) days of recall, pursuant to Article 11.09, after written notice is sent by registered mail, unless medically unfit to return.

- 11.06 Seniority rights shall continue for employees on approved leave as defined by this Agreement.
- 11.07 For layoffs up to one (1) complete shift cycle, the most senior qualified employee within each crew will be retained provided they are qualified to perform the work.
- 11.08 When there is a layoff of longer than one (1) shift cycles, the Employer shall inform the Union. The Employer may issue lay off notices by classification in reverse order of seniority. A senior employee receiving a lay off notice in his classification may bump a less senior employee in another classification, provided he is qualified to perform the work. Employees will be given two (2) work cycles for a familiarization period. Employees will receive the rate of pay applicable to the new classification.
- 11.09 Employees will be recalled in order of seniority provided they are qualified to perform the available work. If the reduced employee does not accept a recall to his original job, he shall lose the right of any further recall and shall be deemed to have voluntarily quit. Recall notices shall be sent by registered mail.
- 11.10 In the case of a permanent lay-off occurring after the ratification of this Collective Agreement, resulting in the termination of employment, as defined in the Employment Standards Act, the following will apply.
- a) Two weeks pay or notice for every year of completed service, to a maximum of ten (10) weeks
 - b) Employees shall be paid severance on the expiration of recall rights or upon termination of employment while on lay-off,
 - c) Upon payment of severance the employee shall lose all recall rights.

ARTICLE 12 - VACANCIES AND JOB POSTINGS

- 12.01 A vacancy that requires a job posting occurs when:
- the Employer requires additional staff;
 - an employee vacates his position and the position is going to be re-filled;
 - an employee is going to be temporarily absent from his position for a period of more than sixty (60) calendar days. When the absent employee returns to work in the position he held prior to his absence, the employee who is in that position temporarily will be returned to his previous position. As well, any employee affected shall be returned to their previous position.
- 12.02 The Employer shall post all regular vacant positions and, during the posting period, may temporarily fill the position by re-assignment to another employee. The Employer shall post all vacant regular positions for fourteen (14) calendar days. Employees who are on

vacation or on approved leave shall be deemed to have applied.

- 12.03 The job posting process will be completed within thirty (30) calendar days of the initial posting. At the completion of this thirty (30) day period and with the announcement of the successful candidate, it is the intention of the Employer to move the successful candidate into the position within thirty (30) days of being selected subject to operational requirements. The Employer will not unreasonably delay the employee transfer to the position. Should the employee transfer be delayed beyond thirty (30) days the employee will receive the higher rate of pay commencing the first day following the thirtieth (30th) day after his/her announcement. In the case of an employee moving into a position at a lower rate of pay, the employee will remain at the higher rate of pay until moved.
- 12.04 Job postings will be awarded on the basis of seniority, and the ability to step in and perform the job at the time awarded. This is to say, among all Qualified Employee applicants as, the Qualified Employee applicant with the greatest seniority will be awarded the job posting.
- 12.05 If no Qualified Employee applicants are found through the internal posting process or through a review of Qualified Employees eligible for recall, then Qualified external applicants may be hired.
- 12.06 If qualified External applicants are not hired, then the vacancy may be posted as a Training Vacancy. All existing employees accepted to posted training jobs shall serve a thirty (30) working day trial period. During the first work cycle, the employee may, at his option, return to his former job; or, if the employee is not progressing satisfactorily during the trial he may be returned to his former job. An employee who shows signs of progressing during the trial period but has not achieved qualification status, at the option of the employer, may be required to continue the trial period for a reasonable period of time to allow the employee to become qualified in the position for which he is training

ARTICLE 13 - VACATION AND VACATION PAY

- 13.01 Employees will accrue vacation hours according to the following schedule:

	Vacation Hours	Vacation Pay
1 st calendar year of service	8 hrs per month	5% of total wages
2 nd calendar year of service	10 hours per month	6% of total wages
4 th calendar year of service	14 hours per month	8% of total wages
6 th calendar year of service and beyond	16 hours per month	10% of total wages

Note – Employees who have completed probation and commence employment prior to

July 1 in any year will be entitled to two (2) additional paid floater vacation days per year. Employees commencing employment on or after July 1 in any year will be entitled to one (1) floater day. Floater days will be taken at a time mutually agreeable to both the employee and the employer. This time off will be granted in the same way as vacation entitlement is administered.

- 13.02 When employees begin employment in the first half of a month they receive the full monthly allocation. If they begin work in the final half of a month, they receive half of the monthly allocation. The same pro-ration shall apply upon termination of employment.
- 13.03 Entitlements must be taken in a minimum of full cycle shift blocks unless approved otherwise by the Employer. However, any hours of vacation remaining that are fewer than a full cycle may be taken in smaller increments.
- 13.04 Employees will be eligible to use their current year's vacation entitlement prior to accruing the entire amount. However, if an employee terminates employment prior to accruing the full amount of vacation taken, the value of the over-taken vacation shall be deducted from his final pay cheque.
- 13.05 All vacation time is paid out at straight time. At the end of each year, a vacation adjustment will be made whereby any under-payment of vacation pay will be paid out, and any overpayment of vacation pay will be recovered from the employee through a deduction from his pay cheque.
- 13.06 Vacation requests are granted based on the Employer's operational requirements. If more than three (3) employees request vacation for the same period, the highest seniority employees on the crew shall be granted the vacation request. Vacation for employees shall be taken at a time that is mutually agreed upon by the employee and the company when quality and regularity of production is not affected. Seniority can only be exercised on the basis of one shift block at a time so as to ensure a more equitable allocation of prime vacation periods. Employee requests will be in by March 1 of each year and the employer will post the vacation schedule by March 31 of that year. Employees will indicate their first choice and second choice for their vacation. It is agreed that January, February and March will be on a first come first serve basis.

ARTICLE 14 – STATUTORY HOLIDAYS & HOLIDAY PAY

14.01 The following days shall be observed as holidays:

New Year's Day	Good Friday
Family day (effective 2019)	
Victoria Day	Canada Day
BC Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- 14.02 Employees shall be entitled to receive an amount equal to five percent (5%) of total earnings in lieu of the statutory holidays.
- 14.03 Employees required to work on one of the above holidays shall receive overtime pay at one and one-half (1½) times their regular wages for all hours worked.
- 14.04 When operations are scheduled during a holiday period, the Parties shall mutually agree when the holidays are started and ended as per the shift schedule.
- 14.05 Premium pay will apply to whole shifts that start during the statutory holiday day (12:01 a.m. to 12:00 p.m.).

ARTICLE 15 – TRANSPORTATION

- 15.01 The employer will provide transportation from designated marshalling points in Tumbler Ridge.

ARTICLE 16 – UNION-MANAGEMENT COMMITTEE

- 16.01 The Parties pledge to work towards the greatest possible degree of consultation and co-operation, the end result being improved labour-management relations.
- 16.02 Recognizing the need for good labour relations, the Parties shall schedule Union-Management meetings once every three (3) months or more frequently as required. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. Other areas for discussion shall include but not be limited to:
- a) discipline and discharge policies;
 - b) training and promotion;
 - c) safety measures; and
 - d) matters that affect the employees' working conditions.

The Employer and the Union shall each appoint a maximum of five (5) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting.

- 16.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay.

ARTICLE 17 - HEALTH AND SAFETY COMMITTEE

- 17.01 It is in the interest of all concerned to promote and ensure that, in accordance with the Company's health and safety policy and programs, high standards of health and safety at the Company's operations serve to prevent industrial injury and illness.

To this end, it is expected that all persons on Wolverine operational site property shall cooperate to promote safe work conditions, rules, practices and procedures and generally to promote safety consciousness and a personal sense of responsibility for all persons on the site.

The Employer will publish safety rules and procedures, and will make copies of the Mines Act and health, Safety and Reclamation Code for Mines in British Columbia, available to employees in the dry(s) and the lunchroom(s).

- 17.02 A Joint Occupational Health and Safety (“JOHS”) Committee shall be composed of an equal number of union representatives appointed by the Union, one of which shall be the Health and Safety Co-Chairperson, and Management representatives. There shall be an equal number of representatives from the union and the employer, not to exceed a total of five (5) committee members. The function of the JOHS Committee shall be to recommend solutions to problems relating to the promotion of health and safety on the job site. The JOHS committee shall review mine health and safety programs for completeness and effectiveness on an ongoing basis and submit its findings to the General Manager and a copy will be sent to the Local Union.

The committee shall also conduct meetings and monthly tours in accordance with the governing Health and Safety Regulations. All safety matters shall be in accordance with the applicable statutes and the Employer’s Health and Safety Policy and Procedures.

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.

The Union Safety Chairperson or his alternate, and the Union Safety Committee member attending monthly safety tours, on their days off, will receive overtime rates of pay for actual hours spent on the tour.

A monthly tour will be scheduled prior to the monthly JOHS committee meeting. Reasonable efforts will be made to schedule the tour and meeting on the union co-chairs day shift. In the event that the regular monthly inspection or meeting falls on the co-chair persons night shift the co-chair shall be transferred to the appropriate shift in order to facilitate attendance.

- 17.03 The Company shall provide to the JOHS Committee in a timely manner the following information:
- a) An information sheet (MSDS) on controlled substances used in the various processes, including emergency procedures as per H.S.R. Code for Mines in BC, and WHMIS;
 - b) Safety relevant information on major new tools and equipment;
 - c) First aid incident reports for employees; and
 - d) A monthly summary of injuries sustained on the job by employees and contractors and statistics pertaining to them.

17.04

- a) The crew safety representative or his alternate will be present and involved when there is an investigation of any accident or incident which caused, or had the potential to cause, significant equipment damage or personal injury requiring medical aid on his crew. The supervisor will make personal contact with the safety representative as soon as possible, from the time the incident or accident as referred to above occurs. The crew safety representative and the supervisor will notify the Union Safety Co-Chair or his designate. If the Union Safety Co-Chair person or his/her designate is at work, the investigating supervisor will assist the crew safety representative in contacting him.

Where a crew safety representative is not available from the immediate work area or crew, the supervisor will make immediate arrangements to obtain a safety representative from another crew.

- b) In the case of a fatal accident, the Union Safety Chairperson or the Unit Chair, or their designates, shall be notified immediately and will participate in the resulting investigation.
- c) All reportable accidents or reportable incidents filed with the Ministry of Mines shall be forwarded to the Union office as soon as possible.

17.05 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. Meetings will not normally be scheduled so as to coincide with shift end. Meetings will be held where noise from operations does not unduly interfere. Safety meetings will include in their agenda:

- a) Reading of the previous meeting's minutes for errors or omissions;
- b) Outstanding safety items from previous meetings and progress update, if any;
- c) Report of new safety concerns or suggestions will be recorded and discussed; and
- d) Summary of the JOHS Committee previous minutes if available.

Further, it is recognized that the use of safety videos, guest speakers or other outside sources can serve as useful tools for promoting health, safety and environmental awareness including the distribution of safety meeting minutes held on site.

17.06

- a) An employee who is injured on the job and is unable to complete his shift will have his regular earnings maintained for the balance on that shift. Those employees on scheduled overtime shifts will be paid the applicable overtime for the actual hours worked, or scheduled hours at straight time rates, whichever is greater. An employee who is injured on the job and requires off-site treatment, shall receive employer provided transportation to the treatment facility and payment for the remainder of the scheduled shift

b) If an employee requires accommodations for a temporary disability, the Employer may offer modified duty work to such Employee. The Employee and the Employer shall each, as soon as possible, inform the physician of the physical requirements for the modified duty work available and, upon physician's approval, make such work available to the employee. If modified work is offered by the Employer, and is approved by the physician, the Employee must accept it. Permanent or long term disabilities will be administered in accordance with applicable laws

17.07 The following items of personal protection equipment and apparel shall be supplied by the Company on an as needed basis and the employee will be required to sign for them and return them in good and serviceable condition (fair wear and tear excepted.) If the employee fails to do so, they shall be charged with the replacement cost. Training on the safe use and inspection of equipment will be provided prior to an employee being required to use such equipment.

Personal Protection Equipment and Apparel

Safety Hat	Cutting Goggles
Safety Glasses	Aprons and Face Shields
Respiratory Protection	Safety Belts and Lines
Hearing Protection	Safety Shields for Cutting and Grinding
Reflector Vests	Balaclava
Hot Gloves	Safety Locks
Welder's Gloves	Flashlights
Goggles	Rubber Gloves
High Temperature Gloves	Lined Gloves (Steam Cleaner)
Rubber Boots (Steam Cleaner)	Knee Pads
Safety Chin Straps	Welding Lenses
Safety Hat Liner	

The Company will not unreasonably deny a request to replace or repair personal clothing that is damaged and rendered unsuitable for an industrial setting as the result of an unusual and verifiable occurrence in the workplace.

17.08 The Company will familiarize the Union Safety Chairperson and other members of the JOHS committee, with the equipment and techniques of sampling and analysis for potentially toxic substances monitored by the Company. They will also be familiarized with the techniques of monitoring for subsidence in the mine dump.

17.09 Lock Out

A lock-out procedure will be made available to all employees potentially involved in lock-out of equipment, as well as the necessary number of personal locks and any other required lock-out equipment required to meet regulations and complete assigned work safely. Lock-out awareness will be included during the new employee orientation.

The lock-out procedure will be reviewed at least annually by the JOHS Committee, or a subcommittee of JOHS, to provide Management with recommendations on changes that might improve the safety of workers involved in lock-out.

17.10

- a) A person shall not carry out any work or operate any equipment, tool, or appliance if he has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- b) 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.
- c) A person who refuses to carry out any work or operate any equipment, tool, or appliance, in compliance with (a) above shall forthwith report the circumstance to his supervisor.
- d) The supervisor receiving a report under the preceding (c) shall forthwith investigate the matter with a worker representative if requested and ensure that any hazardous condition is remedied without delay; or if, in his opinion the report is not valid, he shall inform the person who made the report
- e) If the procedure in section (d) 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:
 - (i) a worker representative or designate of the Health and Safety Committee if available or;
 - (ii) designated by the Local Union to represent the person refusing to carry out the work.
- f) If the person still refuses to carry out the work after his supervisor and the other person have investigated the issue in accordance with (e) above, and are both of the opinion that no undue hazard exists and that:
 - (i) the refusal is considered to be justifiable for reasons peculiar to that particular person, and;
 - (ii) 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 perform the work.
- g) If the procedures in (d), (e) and (f) fail to resolve the issue, the General Manager, or his designate shall:
 - (i) 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;
 - (ii) If the work is suspended or is allowed to proceed, submit a report to the district inspector describing the situation and any remedial action taken.

17.11 Should production be curtailed in any work area on the property for significant safety reasons, the crew safety representative directly affected will be advised.

17.12 Dust Control

- a) In recognition of the commitment to educate employees and management representatives, and to ensure that acceptable standards are met regarding allowable dust levels, it is agreed that a continuing program of dust control will be supported by both parties. To this end, the Company commits their resources to maintain air pressurization systems in an efficient and proper manner and to supply and require the use of respirators where employees must work outside of equipment cabs or control rooms in dusty conditions.

In recognition that a proper dust control program requires the co-operation of employees, it is understood that machinery operators will take all reasonable steps to ensure the cleanliness of their operating cabs and treat cab doors, seals and pressurizing equipment with due care in order to maximize the effectiveness of the pressurizing system. It is also understood that equipment operators will inspect and report defective components of the pressurizing system to their supervisors.

It is further understood that the Union will provide its full support to the program and assist in the objectives outlined through education and promotion of the contents of this article.

- 17.13 Should the Company request a meeting with an employee to discuss his Worksafe BC claim, he will be offered to have a Union representative (or his designate) attend the meeting.
- 17.14 Employees who require corrective lenses must possess safety lenses and safety frames prior to the commencement of work. The Company will subsidize the cost of an employee's prescription safety eyewear as per article 22.01. The Company will not be responsible for costs under this Article that may be recoverable from another source such as a Health Plan or Workers' Compensation.
- 17.15 The Company and the Union shall provide each other with copies of reports sent to the Provincial Mines inspector concerning safety-related dispute(s) or incident(s) and will advise each other on other appropriate safety-related matters.
- 17.16 The cost of medical examinations required in compliance with the health, safety, and reclamation code shall be paid for by the Company. All employees shall be required to take such examinations outside regular working hours and shall be paid four (4) hours pay at straight time and these hours shall not be considered as hours worked for the purpose of calculating overtime.

ARTICLE 18 - HEALTH AND WELFARE PROGRAM

18.01

- a) Employees are eligible to receive coverage on the first of the month following three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

18.02 Employees will pay the premium associated with the plan respecting Long Term Disability. The Employer will reimburse the employee with the associated costs in this regard on a monthly basis.

ARTICLE 19 - RETIREMENT FUNDS

19.01

- a) The Employer agrees to contribute five percent (5%) of the base hourly rate for each hour worked for each employee to the group RSP administered by a vendor selected by the Company.

Any penalty incurred as a result of a change in carrier will be paid by the Company

- b) The employees may increase their contributions through voluntary payroll deductions.

ARTICLE 20 - EDUCATION, TRAINING, & PUBLICATION

20.01 The Employer agrees to contribute one half of one percent (0.5%) for each straight time hour worked by employees to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

20.02 The Parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 21 - TOOLS

21.01 All tradesmen shall supply their own tools common to their trade. The Employer shall provide speciality tools.

- 21.02 The Employer shall hold the employees responsible for all tools issued to them. The Employer shall provide adequate security for all tool storage on the site.
- 21.03 The list of tools to be supplied by tradesmen will be established in consultation with the Union. Tools to be supplied by Mechanics and Electricians are as listed in Schedule "C".
- 21.04 The Employer agrees to provide Mechanics and Electricians with a tool allowance of sixty cents (\$0.60) for every hour worked and to replace broken tools in kind. Servicemen shall not be required to furnish their own tools.

ARTICLE 22 - PROTECTIVE EQUIPMENT

- 22.01 All employees shall wear safety hats, non-prescription safety glasses, and high visibility vests to be made available by the Employer. If prescription safety glasses are required, the Employer will provide side shields or safety goggles and will pay for the cost of the prescription safety eyewear to a maximum of two hundred (\$200.00) dollars every two (2) years.
- 22.02 All employees shall wear gloves, and rain gear where required, furnished by the Employer.
- 22.03 Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.
- 22.04 Upon completion of probation, the Employer agrees to pay employees a clothing/safety allowance, based on the following:

	August 1, 2017	
	\$375.00	

Payable every August thereafter

- 22.05 The Employer agrees to provide coveralls including up to two (2) pairs of insulated coveralls and cleaning services for coveralls to employees employed in the following classifications:

Driller	Pit Serviceman
Blaster	Blasters Helper
Maintenance employees (mechanics, servicemen, welders, steam cleaners)	

ARTICLE 23 - LEAVES OF ABSENCE & BEREAVEMENT PAY

23.01

- a) The Employer shall grant leaves of absence without pay for the marriage of the employee and for a death in the employees immediate family.
- b) The employee may also apply in writing to the Employer for personal leaves of absence for reasons other than those listed above without pay such requests will not be unreasonably denied
- c) The Union may apply for a leave of absence for represented employees, without pay. Such request shall be in writing and shall be signed by a union official from the Prince George office. The union will make every effort in requesting such leave of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the union will cooperate with the Company in making substitute employees available or select alternate delegates to attend union functions

23.02 Leaves of absence under Article 23.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.

23.03 An employee will be granted up to three (3) days' leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral of a member of the employee's immediate family. Immediate family shall mean parents, grandparents, grandparents-in-law, spouse, children (including adopted children), brothers, step-brothers, sisters, step-sisters, mother-in-law, father-in-law, brothers-in-law, and sisters-in-law. The Employer maintains the right to request a copy of the death certificate.

An employee will be granted an additional two (2) days off with pay should the employee be required to travel to the funeral, provided the distance is beyond eight-hundred (800) km.

23.04 Additional leave shall be granted without loss of seniority or entitlement, for any employee who qualifies for compassionate leave benefits under the *Employment Standards Act*. In such cases, the employment leave expires simultaneously with the compassionate leave.

23.05 The above shall not preclude extensions for education or personal illness as justified in an application prior to the leave of absence expiration.

23.06 Jury Duty

- a) An employee who is called for jury duty or is subpoenaed as a witness if related to their community service (but not in his defence) will be paid an allowance equal to the difference between the payment, excluding payment for expenses, and what he would have received for each day of such service at his regular straight time pay for work for which he would have been scheduled and which he would otherwise have performed on those days

- b) Whenever possible, employees are required to report for work during their normal work schedule if not scheduled for court appearances

23.07 Family Responsibility Leave

- a) An employee is entitled to up to five (5) days of unpaid leave each year to attend to the care, health, and education (in the case of education for a child under 19 years of age), of their child, or member of the immediate family, who is in need of assistance/care.
- b) 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

23.08 Political Leave

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.

23.09 Union Business

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.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure as set out below.
- 24.02 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Supervisor to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 24.03 Union Representatives and the Union Stewards are the agents through whom employees shall process and resolve their grievances.
- 24.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition continues or reoccurs, this limitation period shall not begin until the action or condition has ceased. The limitation period shall not apply to differences arising between the Parties relating to the interpretation, application, or administration of this Agreement.
- 24.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

- 24.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be resolved through successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.
- 24.07 Step 1
A grievance shall be submitted in writing to the Department Superintendent within fourteen (14) days of the act or condition causing the grievance. The Parties shall attempt to meet to resolve the grievance within seven (7) calendar days after the Step 1 grievance has been filed. The Employer shall forward a written response to the Union Representative within seven (7) calendar days of the meeting.
- 24.08 Step 2
If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1, submit a Step 2 grievance to the Mining Operations Manager. The Parties shall attempt to meet to resolve the grievance within seven (7) calendar days after the Step 2 grievance has been filed. The Employer shall forward a written response to the Union Representative within seven (7) calendar days of the submitted Step 2 grievance. If the Parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

ARTICLE 25 – ARBITRATION

- 25.01 The Party initiating arbitration must serve the other Party with written notice of desire to arbitrate within five (5) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.
- 25.02 If a notice to arbitrate is served, the Parties shall attempt to obtain agreement on a single Arbitrator, within seven (7) calendar days.
- 25.03 If the Parties fail to agree on a single Arbitrator within seven (7) days, either Party may request the Arbitration Bureau to appoint a single Arbitrator.
- 25.04 If a Party refuses or neglects to answer a grievance, the other Party may commence arbitration proceedings.
- 25.05 The decision of the Arbitrator will be final and binding on the Parties.
- 25.06 The Parties will equally bear the Arbitrator expense.
- 25.07 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 26 - DISCHARGE, SUSPENSION, AND WARNING


- 26.01 An employee may be suspended or discharged for proper cause by the Employer. Such suspension or discharge is subject to the Grievance Procedure.
- 26.02 In the event the Employer determines it appropriate to issue a written warning, , or confirming notice of suspension or termination, the Shop Steward shall be forwarded a copy.
- 26.03 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have an available Steward present. The Steward in attendance will be the Steward working the department wherever practicable. Should the Steward in the department not be available to attend the meeting at the time set for the meeting to take place, a Steward, available and on site at the time, will be required to attend.
- 26.04 Whenever an employee signs any document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.

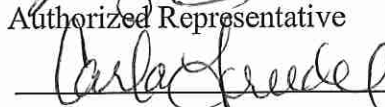
ARTICLE 27 - DURATION

- 27.01 Pursuant to Article 1.01 of the collective agreement, the Parties have established applicable rates and other terms and conditions of employment for employees of the Wolverine Mining Complex Limited operation. The provisions of this addendum shall be subject to the term of the collective agreement five (5) years beginning November 11, 2016, and expiring November 10, 2021
- 27.02 The Parties agree to exclude the operation of Section 50(2) and 50(3) of the *Labour Relations Code*.

Dated this 25th day of January, 2018⁷ DEW 11


SIGNED on behalf of Wolverine Mining Complex LTD




Authorized Representative


Authorized Representative

SIGNED on behalf of USW Local
1-424



Authorized Representative


Authorized Representative

Schedule A

CLASSIFICATIONS – OPERATIONS

Category	Classification
Mine Operator 1	Shovel, Front End Loader 1350, EX 3600, EX 5500, EX 8000, PC3000, PC4000
Mine Operator 2	Driller, Loader > 990, Blaster (Ticketed)
Mine Operator 3	Dozer, Grader, Back Hoes (All) ,Tech 1
Mine Operator 4	Truck Driver, Scrapers, Pit Serviceman, Rubber Tire Dozer, Tech 2 Blaster 2 (non-ticketed)
Mine Operator 5	Packer, Front End Loader <990 ,
Mine Operator 6	Drill/Blast Helper (6 months)
Mine Operator 7	Laborer, Summer Students, Tech 3

CLASSIFICATIONS – MOBILE PIT AND MAINTENANCE

Trades 1	Journeyman TQ
Trades 2	Uncertified Trades with at least 8000 hours
Trades 3	Crane/Boom/Utility Operator , Tool Crib Attendant
Trades 4	Lube Attendant (Shop/Field), Fuel and Lube Truck Operator (Shop/Field)
Trades 5	Steam Bay Attendant (Shop/Field), Steam Truck Operator (Shop/Field)

Schedule A

HOURLY RATES OF PAY – OPERATIONS

Category	EFFECTIVE DATE									
	12/1/2016	1/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020	7/1/2020	1/1/2021	7/1/2021
Pit										
Mine Op 1	39.11	39.11	39.36	39.61	40.11	40.61	41.11	41.61	42.11	42.61
Mine Op 2	37.77	37.77	38.02	38.27	38.77	39.27	39.77	40.27	40.77	41.27
Mine Op 3	36.41	36.41	36.66	36.91	37.41	37.91	38.41	38.91	39.41	39.91
Mine Op 4	35.06	35.06	35.31	35.56	36.06	36.56	37.06	37.56	38.06	38.56
Mine Op 5	29.66	29.66	29.91	30.16	30.66	31.16	31.66	32.16	32.66	33.16
Mine Op 6	28.32	28.32	28.57	28.82	29.32	29.82	30.32	30.82	31.32	31.82
Mine Op 7	24.28	24.28	24.53	24.78	25.28	25.78	26.28	26.78	27.28	27.78

HOURLY RATES OF PAY–MOBILE PIT AND MAINTENANCE

Category	EFFECTIVE DATE									
	12/1/2016	1/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020	7/1/2020	1/1/2021	7/1/2021
Maint										
Trades 1	44.51	44.51	44.76	45.01	45.51	46.01	46.51	47.01	47.51	48.01
Trades 2	42.14	42.14	42.39	42.64	43.14	43.64	44.14	44.64	45.14	45.64
Trades 3	39.11	39.11	39.36	39.61	40.11	40.61	41.11	41.61	42.11	42.61
Trades 4	35.06	35.06	35.31	35.56	36.06	36.56	37.06	37.56	38.06	38.56
Trades 5	28.32	28.32	28.57	28.82	29.32	29.82	30.32	30.82	31.32	31.82

HOURLY RATES OF PAY–PLANT

Category	EFFECTIVE DATE									
	12/1/2016	1/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020	7/1/2020	1/1/2021	7/1/2021
Plant										
Tech 1	36.41	36.41	36.66	36.91	37.41	37.91	38.41	38.91	39.41	39.91
Tech 2	35.06	35.06	35.31	35.56	36.06	36.56	37.06	37.56	38.06	38.56
Tech 3	24.28	24.28	24.53	24.78	25.28	25.78	26.28	26.78	27.28	27.78

WAGE REOPENER

For the sole purpose of discussing changes in the hourly wage rates for 2020 and 2021 (as set forth in schedule A of this agreement), the union may reopen this agreement on or after July 1, 2019 by giving written notice to the Company at least 30 days in advance of July 1, 2019.

GENERAL

1. **Apprentice Rates:**
Apprentice – 4th year 90% of classification rate
Apprentice – 3rd year 85% of classification rate
Apprentice – 2nd year 75% of classification rate
Apprentice – 1st year 70% of classification rate

2. **Mine op 4 – Less than 500 hours**

Mine op 4 will be paid two-dollars (\$2.00) per hour less the applicable Mine-Operator 4 rate until they have completed five-hundred (500) hours worked. The Employer has the discretion to assign qualified drivers at a rate higher than the entry rate.

3. **Night Shift Premium**
Employees working on shifts that begin after 7:00 p.m. and end before 7:00 a.m. will receive an additional fifty cents (\$.50) shift premium for all straight time hours worked on the shift.

4. **Weekend Premium:**
Employees will be paid a weekend premium of fifty cents (\$0.50) for all straight time hours worked on a shift for weekends starting Friday night at 7:00 p.m. to 7:00 p.m. Sunday night.

5. **First Aid Premium**
A holder of a valid Level III first aid certificate shall receive a premium of fifty cents (\$0.50) per hour for each shift worked as designated first aid attendant.

6. **Relief Foreman/Lead Hand Premium**
Employees shall receive one dollar (\$1.00) per hour above their own rate of pay or the highest rate of pay supervised (whichever is greater) when designated as a Relief Foreman/Lead Hand.

7. **Equipment Trainer Premium**
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.

8. **Life Style and Wellness Allowance**
The Employer will pay an allowance of up to three hundred (\$300.00) dollars upon submission of receipts to each employee on August 1st of each year representing a life style and wellness allowance for the term of the agreement.

SCHEDULE B

OUTLINE OF INSURANCE PLAN COVERAGE

**(This schedule does not form part of the collective agreement.
It is for information only).**

- \$150,000.00 life insurance per employee under age 65; \$50,000.00 per employee between the ages of 65 and 75;
- \$150,000.00 A. D. & D. per employee under age 65; \$50,000.00 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000.00 per person annually
 - Comprehensive: 80% up to \$2,000.00 per person annually
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19
- prescription drug plan (with drug card) for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300.00 per year
 - over 21: \$300.00 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with 60% of maximum insurable earnings to a maximum of \$600.00 per week. Weekly benefits payable after the first day of accident or hospitalization and the 4th day of sickness, for a maximum of one hundred nineteen (119) days.
- long term disability insurance with 60% of earnings, to a maximum of \$2,000.00 per month, payable after 120 days until age 65. Employees will pay the premium associated with the plan respecting long term disability. The employer will reimburse the employee with the associated costs in this regard on a bi weekly basis.
- BC Medical Services Plan
- EFAP (Employee family assistance program)

Schedule C

LIST OF PERSONAL TOOLS - MECHANIC

Item #	Description	Journey-man	Apprentice
1	Socket Set - 3/8" Drive, 1/4" to 3/4"	X	X
2	Socket Set - 1/2" Drive, 1/2" to 1 1/4"	X	X
3	Socket Set - 3/4" Drive, 3/4" to 2 1/2"	X	
4	3/8" Air gun	X	X
5	1/2" Air gun	X	X
6	Open End & Box End Wrenches - 1/4" to 1 1/4"	X	X
7	Crescent Wrenches - 8", 10" & 12"	X	X
8	Cold Chisel Set	X	X
9	Pliers - Various Sizes	X	X
10	Pry Bars - Various Sizes	X	X
11	Vise Grips	X	X
12	Screwdrivers - Various Sizes	X	X
13	Hammers - Various Sizes	X	X
14	Calipers	X	
15	Center Punch Set	X	X
16	Scrapers - Various Sizes	X	X
17	Complete Set Feeler Gauges	X	
18	Allen Wrenches to 3/4"	X	
19	Lockable Tool Box	X	X

LIST OF PERSONAL TOOLS - ELECTRICIAN

	Tool Description
1	3/8" Socket set (3/8-3/4)
2	3/8" extensions (2 1/2" - 5" - 10")
3	3/8" metric socket set 6mm - 24mm
4	1/2" Socket set standard (7/16 - 11/4)
5	1/2" extensions (2 1/2" - 5" - 10")
6	1/4" Socket set standard 3/16" - 1/2"
7	1/4" Socket set metric 4mm - 12mm
8	Nut Driver set (1/4", 5/16", 3/8", 7/16", 1/2")
9	Combination wrench set (standard) 3/8" - 1 1/2"
10	Combination wrench set (metric) 4mm - 32mm
11	Ignition wrench set 13/64" - 3/8"
12	Adjustable wrench 8"

13	Adjustable wrench 12"
14	Pipe wrench 10"
15	Punch set (13 piece) centre, drift, drive pin, start, 1/4"-1/2"
16	Pliers - needle nose 6"
17	Pliers - linesman 9"
18	Pliers - slip joint 12"
19	Pliers - side cutters 7"
20	Pliers - vice grips 10"
21	Screwdrivers - Standard 1/4, 5/16, 3/8, 1/2
22	Screwdrivers - Phillips #1, #2, #3
23	Screwdrivers - Robertson #1, #2
24	Screw extractor (easy out) set (1/8 - 1/2")
25	Jeweler screwdriver set (blade type)
26	Allen Wrenches (standard) 1/16" - 5/8"
27	Allen Wrenches (metric) 2mm - 12mm
28	Hammer 16 oz claw (soft face)
29	Pry Bars - alignment head 24"
30	Pry Bar - rolling head 18"

31	Cold chisel set (1/4" - 3/4")
32	Sta-Kon tool
33	Screw starter (standard & phillips)
34	Hack saw
35	Tape measure - 25'
36	Utility Knife
37	Inspection mirror (telescoping)
38	Retrieving tool magnetic 0"-26"
39	Drill bit set (1/16" - 1/2")
40	Multimeter
41	Flashlight
42	Tool pouch & belt
43	Lockable tool box

LETTER OF UNDERSTANDING #1

BETWEEN

WOLVERINE MINING COMPLEX LIMITED

AND

UNITED STEELWORKERS LOCAL 1-424
(hereinafter referred to as "the Union")

Re: Training and Cross Training Opportunities

It is management's goal that all employees become qualified to operate all pieces of equipment at the mine. Toward that end, all employees in a Schedule A Classifications – Operations Category (example: Mine Operator 4) shall cross train and qualify on all equipment in their Classification .

Training opportunities shall be made available as follows:

- 1) To the extent practicable, Employees within a Category Classification shall have first opportunity to train on equipment within Classification (offered according to seniority)
- 2) If there are no employees in a Category Classification to fulfill training opportunities within such Classification as described in (1) above, then the Senior employee from another Category Classification who has expressed his desire, in writing, for training shall be given preference, to the extent practicable, for all training opportunities on a particular piece of equipment until he become qualified.
- 3) To facilitate training requests, the company will maintain a sign-up book in which employees must express their desire for training outside of their Category Classification by signing for a particular training opportunity.
- 4) Trainees will maintain their current rate of pay while training until such time as the employee is deemed qualified.

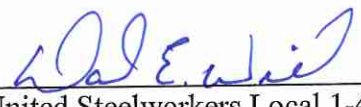
Dated at Tumbler Ridge, BC, this 25TH day of January 2016. ^{LEW}

SIGNED on behalf of
Wolverine Mining Complex Limited



Wolverine Mining Complex Limited
Representative

SIGNED on behalf of
United Steelworkers Local 1-424



United Steelworkers Local 1-424
Representative

LETTER OF UNDERSTANDING #2

BETWEEN
WOLVERINE MINING COMPLEX LIMITED

AND
UNITED STEELWORKERS LOCAL 1-424
(hereinafter referred to as "the Union")

Re: Health and Welfare Extended Coverage

The Parties agree as follows:

1. In order to protect employees and their families from the financial hazards of illness and in lieu of the provisions outlined in Article 18.01 of the Collective Agreement, the Employer agrees to pay one-hundred percent (100%) of the premium cost of the benefit plan for bargaining unit members covered under the Collective Agreement. An outline of the Plan is outlined in Schedule B.
2. Coverage Qualification
 - a) The Employer will pay the premium cost for all employees
 - b) Coverage for each employee will be effective on the first (1st) of the month immediately following the date in which the employee has completed three-hundred and fifty (350) hours worked
 - c) Coverage for each employee recalled in accordance will be effective on the first (1st) of the month following the date in which the employee commences work.
3. Extended Coverage
 - a) The Employer will pay the cost of this plan for one (1) calendar month following the layoff of each employee, with the applicable coverage commencing on the first (1st) of the month following the termination. The Employer will also pay the premium cost for an additional one (1) calendar month for each employee's completed calendar year of service, to a maximum of three (3) months' total coverage per employee.
 - b) The Employer will continue to pay the cost of the plan for a maximum of three (3) calendar months for any employee who takes an approved leave of absence for the period of the leave, or for the full duration on any leave where required in accordance with the BC Employment Standards Act.
 - c) The Employer will continue to pay the cost of this plan for a maximum of six (6) calendar months for any employee who is unable to work due to a non-work related injury or illness.
 - d) The Employer will continue to pay the cost of this plan for a maximum of twelve (12) calendar months for any employee who is unable to work due to a work related injury or illness.

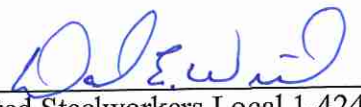
Dated at Tumbler Ridge, BC, this ^{25th} day of January 2016. ²⁵⁰

SIGNED on behalf of
Wolverine Mining Complex Limited



Wolverine Mining Complex Limited
Representative

SIGNED on behalf of
United Steelworkers Local 1-424



United Steelworkers Local 1-424
Representative

LETTER OF UNDERSTANDING #3

Apprenticeship Training Program

The Company agrees to establish an apprenticeship training program which will consider the following program elements: Establishment of the committee representatives within one hundred and eighty (180) days following ratification of the agreement or sooner if at all possible

- Training opportunities
- Educational requirements
- Size of the program and the number of participants
- Educational cost
- Program funding

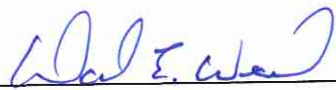
The Parties agree to work together in a co-operative manner and have open and constructive dialogue respecting this program in an effort to come to an early resolution on a workable framework for both the Union and Employer, one which serves the interests of both the Company and the community.

SIGNED on behalf of
Wolverine Mining Complex Limited



Wolverine Mining Complex Limited
Representative

SIGNED on behalf of
United Steelworkers Local 1-424



United Steelworkers Local 1-424
Representative

LETTER OF UNDERSTANDING #4

Re: Use of Contract Services

The Parties recognize the sensitivity respecting the use of contractor services on site. As such the Company gives assurance to the Union that it will continue to place reliance on its regular workforce to perform the required operations and maintenance functions.

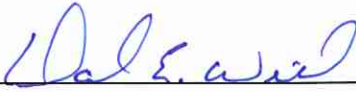
The Company, through the Union-Management Committee (Article 16.02), at each meeting of the Committee, agrees to engage in dialogue, seek input, and review suggestions respecting this issue with the union committee members.

SIGNED on behalf of
Wolverine Mining Complex Limited



Wolverine Mining Complex Limited
Representative

SIGNED on behalf of
United Steelworkers Local 1-424



United Steelworkers Local 1-424
Representative

LETTER OF COMMITMENT

(not to be included in agreement)

Northern Resident Travel Allowance


The employer commits to report in Box 32 on the employees T4 Tax Return, an amount representing the eligible NRTA as required by law. Employees, if audited, will bear the responsibility for providing any and all required receipts to support this declaration. Liability will rest with the employee.

SIGNED on behalf of
Wolverine Mining Complex Limited



Wolverine Mining Complex Limited
Representative

SIGNED on behalf of
United Steelworkers Local 1-424



United Steelworkers Local 1-424
Representative

LETTER OF UNDERSTANDING #5

Re: Ratification Bonus and Extension of Recall Rights

If this Agreement is ratified prior to (November 30, 2016), each of the laid off employees of Wolverine who are eligible for recall as of the date of the ratification vote, and therefore are eligible to vote for ratification of this Agreement, shall receive \$3,000 gross as a Ratification Bonus. For the avoidance of doubt, the maximum number of persons who may be eligible for this Ratification Bonus is

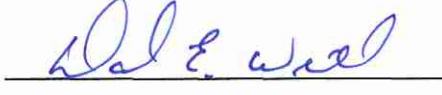
Such bonus shall be paid within 30 days of ratification of this Agreement.

Additionally, if this Agreement is ratified prior to (November 30, 2016), recall rights of laid off employees who were eligible to vote for ratification (on or after September 28, 2016) shall, at the employees option, be extended if necessary to ensure such employees the right of recall opportunity as part of the initial start up of coal production at Wolverine

SIGNED on behalf of
Wolverine Mining Complex Limited


Wolverine Mining Complex Limited
Representative

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LETTER OF UNDERSTANDING #6

Re: Metallurgical Price Index Bonus

If the reported quarterly benchmark price for metallurgical coal for the 4th Quarter of 2018 is equal to or greater than \$150 per metric ton, then active employees covered by this Agreement shall receive a one-time bonus of \$1500, subject to applicable taxes and withholdings, no later than February 1, 2019.

If the reported quarterly benchmark price for metallurgical coal for the 2nd Quarter of 2019 is equal to or greater than \$150 per metric ton, then active employees covered by this Agreement shall receive a one-time bonus of \$1500, subject to applicable taxes and withholdings, no later than August 1, 2019.

If the reported quarterly benchmark price for metallurgical coal for the 4th Quarter of 2019 is equal to or greater than \$150 per metric ton, then active employees covered by this Agreement shall receive a one-time bonus of \$1500, subject to applicable taxes and withholdings, no later than February 1, 2020.

If the reported quarterly benchmark price for metallurgical coal for the 2nd Quarter of 2020 is equal to or greater than \$150 per metric ton, then active employees covered by this Agreement shall receive a one-time bonus of \$1500, subject to applicable taxes and withholdings, no later than August 1, 2020.

If the reported quarterly benchmark price for metallurgical coal for the 4th Quarter of 2020 is equal to or greater than \$150 per metric ton, then active employees covered by this Agreement shall receive a one-time bonus of \$1500, subject to applicable taxes and withholdings, no later than February 1, 2021.

If the reported quarterly benchmark price for metallurgical coal for the 2nd Quarter of 2021 is equal to or greater than \$150 per metric ton, then active employees covered by this Agreement shall receive a one-time bonus of \$1500, subject to applicable taxes and withholdings, no later than August 1, 2021

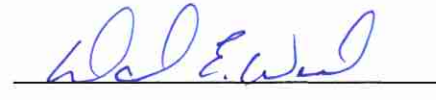
For the purposes of this Article, the quarterly benchmark price shall be determined by the Japanese Steel Mill (JSM) Benchmark Settlement for Premium Low Volume Hard Coking Coal FOBT Vessel Australia.

Active is defined as employees not on layoff at any point during the qualifying quarter.

SIGNED on behalf of
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Representative

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