COLLECTIVE AGREEMENT

between



Mount Polley Mining Corporation A DIVISION OF IMPERIAL METALS CORPORATION

and

UNITED STEELWORKERS LOCAL 1-2017



June 1, 2025 – May 31st, 2028

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COLLECTIVE AGREEMENT

Term of Agreement: June 1, 2025 – May 31st, 2028

BETWEEN

Mount Polley Mining Corporation

AND

UNITED STEELWORKERS Local 1-2017

WITNESSETH: The general purpose of this Agreement is to secure for the Company and its employees the benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation and quantity of production. It shall be the duty of the Company and the Union to cooperate fully, honestly and sincerely for the purpose of bringing about a better understanding and good relationship by which both parties will be benefited.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01 The Company recognises the Union is the sole collective bargaining agency of the employees of the Company for the period of duration of this Agreement at Mount Polley, as certified by the order of the Labour Relations Board of the Province of British Columbia.
- 1.02 Non-bargaining unit employees may perform work covered by this Agreement, as required, provided no bargaining unit employee will suffer a layoff as a result of this clause.
- 1.03 The Company shall have the right to contract out all or any part of the Mount Polley Mine and the work covered by this Collective Agreement, provided no regular employee is laid off, or prevent their recall to their position at the time of layoff, as a direct result of the contracting out.

When the Company retains contractors to supply services that may be performed by bargaining unit employees, and those contractors work more than (forty) 40 hours during a given month, the Company shall pay monthly dues of one hundred dollars (\$100.00) per month per contractor employee. Warranty work and special projects are not considered bargaining unit work. This Article shall apply only to non-union contractors and does not apply to:

Seasonal Tailings Dam Construction Explosives Suppliers Exploration Activities Heavy Duty Tire Suppliers Concentrate Haulage Suppliers

Environmental, Biological, Geotechnical and/or other contract services provided by a Professional individual or group.

1.05 Union/Management Committee

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

The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement.

Areas for discussion shall include, but not be limited to:

- 1) Safety Measures
- 2) Respectful Workplace
- .3) Matters that affect the employee's employment conditions
- 4) Benefit Issues
- 5) Training

5.2 CO1

- 6) Temporary Workers
- 7) Contracting Out

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The word "employee(s)" as used in and for the purpose of this Agreement shall include all production and maintenance employees in the Company's Mount Polley Mine and Processing Plant, (hereinafter called the "Mount Polley Mine") approximately fifty-seven (57) miles northeast of Williams Lake, British Columbia, except those excluded by the Labour Relations Code, shift bosses, foremen, persons above the rank of shift boss or foreman, office, clerical employees, technical employees (including assayers and buckers), engineering staff, metallurgical and geological staff, warehouse staff, purchasing staff, surveying staff and security guards.

2.02 Special Projects

"Special Project Work" shall be defined as projects required by the federal or provincial governments, and seasonal work and other project work (non-mining work) of a finite nature as per past practice.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management retains all rights to manage the operation subject only to the provisions of this Agreement and relevant legislation.

ARTICLE 4 – UNION SECURITY

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- a. Authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the **United Steelworkers at 1777 3rd Avenue, Prince George, B.C. V2L 3G7.**
- b. Become members of the union within thirty (30) days from their effective date of hire and remain members of the Union in good standing.

4.02 Check-Off: Process and Procedures

- 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 International Constitution of the United Steelworkers.
- b. The Union will give reasonable notice to the Company of any changes in 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) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

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

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 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.C.B., W.I., laid off, etc.

e. A duplicate R115 Form and employee deduction statement as in d. above shall be forwarded by <u>facsimile</u> to:

United Steelworkers, Local Union 1-2017, Attention: Financial Secretary at fax number 250-563-0274.

- 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.
- 4.03 It is the Parties' desire to establish and maintain excellent labour relations in the workplace. To this end, the Union and the Company shall jointly acquaint new employees with the Collective Agreement. The Company will enable an available shop steward to have a meeting, up to one-half (1/2) hour, with the new hires during or at the end of orientation. The Company will provide advance notice of orientation sessions to the Union. The Union will advise the Company in advance of the Steward or Union Plant Committee Member assigned to each orientation.

The Supervisor shall introduce all new employees to the Steward or Union Plant Committee Member on the crew to which they are assigned within the first rotation.

- 4.04 No person shall engage in any union activity on Company time on Company property except as expressly provided in this Agreement.
- 4.05 Upon receiving permission from their Supervisor, a Steward or Safety Representative may leave their work area or duties to attend Union business or affairs. Such permission shall not be unreasonably withheld.
- 4.06 The Union shall promptly notify the Company, in writing, of the names of those who have been elected to the Executive or other Union Committees. The Company will recognize up to one steward from each shift (a, b, c and d) as well as from each crew from any of the following: Mine Operations, Mine Maintenance, Mill Operations and Mill Maintenance. The Union will designate and the Company will recognize the Plant Chairperson as the Chair of the Grievance Committee. To be a steward, an employee must have completed their probationary period.
- 4.07 Union Officials, upon presenting notification, shall be permitted to enter the Company's operations to carry out their duties as provided for in this Agreement. The Union agrees that their Representatives must arrive at the Mount Polley Mine properly attired for a visit to an industrial workplace and their visit shall not result in any adverse disruption of the Company's operations or affairs and employees shall not neglect their work duties and responsibilities.
- 4.08 The Company agrees there shall be no discrimination against any employee because of their legitimate activities as a member and/or representative of the Union.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or hours of work per day, per week, or of days of work per week.
- The standard work week for all employees shall be forty (40) hours. The work week shall begin and end at 12:01 am Sunday except for agreed work schedules.

The work day shall be the period beginning at an employee's regularly scheduled start time and terminating twenty-four (24) hours thereafter.

- 5.03 The Company will establish work schedules averaging not more than forty-two (42) hours per week. The Union agrees to jointly apply with the Company for any necessary governmental approval of schedules in excess of forty (40) hours per week. Before implementing any major change of schedule, the Company will discuss and agree to the proposed schedule with the Union.
- 5.04 a. 7x7 shifts will consist of twelve (12) consecutive hours in any twenty-four (24) hour period based on a work cycle which is seven (7) shifts on followed by seven shifts off averaging forty-two (42) hours per week commencing with the start of the work cycle. Employees shall be paid at straight time for the first eighty (80) hours and overtime for the additional four (4) hours (the hours of work are averaged over the work cycle). There shall be two (2) thirty (30) minute lunch breaks on company time during which the employee shall continue all necessary supervision of machinery and maintenance of services. Employees who are directed by the Company to work through their scheduled lunch breaks and are not provided the opportunity for a break during their scheduled lunch breaks, between 9:30 and 11:00 and the second between 1:30 and 3:00 shall be paid at the applicable overtime rate of pay.

Employees who do not work all the regularly scheduled hours in the work cycle will not be eligible for the scheduled overtime associated with the averaging agreement.

- b. An employee on 12 hour (7x7 shifts) shall commence and end their shift at the worksite.
- 5.05 Overtime will be paid for all hours worked by an employee for any of the following reasons:
 - 1. Hours worked in excess of scheduled hours.
 - 2. Hours worked beyond eighty (80) straight time hours in the work cycle.
 - 3. Hours worked beyond or after an employee's regular shift.
 - 4. Double time after twelve (12) hours worked in a day.
 - 5. An employee who works on a regularly scheduled day of rest during the work cycle will be paid at one and one-half (1½) times the employee's regular rate of pay for all time worked on the first extra working day, and (two) 2 times the employee's regular rate of pay for each subsequent day(s) worked during that cycle. This overtime shall be paid in the pay period following the next work cycle.

- 6. All overtime will be distributed as equitably as possible among the employees in a particular job classification.
- 5.06 Overtime shall not be paid more than once for the same hours worked and there shall be no pyramiding of overtime or other premium pay.
- An employee who reports for work on their regular shift, without having been notified that no work is available, shall be paid four (4) hours pay at their regular rate of pay.
- An employee who is called to work at other than their regular shift will receive their minimum pay of four (4) hours at one and one-half (1 ½) times their basic rate when they report to their place of work. If the work they reported for is contiguous with their regular shift they will revert to their regular straight time pay at the beginning of their regularly scheduled shift. In any event they will be paid the four (4) hours as per the first sentence.
- (a) If an employee is given less than forty-eight (48) hours notice of a shift change, which provides twelve (12) or less hours of rest between shifts, the employee shall receive one and one-half (1 ½) times their basic rate for all hours worked on the first and second shift of the change. A shift change occurs when an employee's start and finish times are both changed.
 - (b) If an employee is given notice of a rotation change they shall not work more than seven (7) days in the pay period. A minimum of forty-eight (48) hours written notice and non-working break must be provided to the employee affected prior to commencing work on the new rotation.

If said employee is requested to work for the efficiency of the operation, the employee will be paid as per Article 5.05.

- 5.10 Employees working unscheduled overtime for more than two (2) hours beyond their normal shifts shall be entitled to a thirty dollar (\$30.00) meal allowance.
- Whenever possible, employees shall be provided the opportunity to perform work, on an overtime basis if required, that is normally performed by bargaining unit employees.

Warranty work and special projects are not considered bargaining unit work.

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

ARTICLE 6 – STATUTORY HOLIDAYS

6.01 Employees shall receive their regular daily pay for each of the following holidays subject to the provisions set out below. Employees will be paid for the holidays on the day on which they fall.

New Years Day Family Day Good Friday Victoria Day Canada Day

BC Day

Labour Day

National Day of Truth and Reconciliation

Thanksgiving Day Remembrance Day Christmas Day Boxing Day

- For all work performed on a Statutory Holiday, an employee shall be paid the one and one-half (1½) times their regular rate.
- To qualify for statutory holiday pay, an employee must work the employee's last scheduled shift prior to the stat, the holiday itself (if the employee is schedule to work it) and the next scheduled shift after the holiday. The exception to these requirements is where an employee has a reason acceptable to the Company, such as illness or injury. Proof will be required.
- To qualify for Statutory Holiday pay, the employee must have been on the Company's payroll continuously for a period of thirty (30) days prior to the holiday.
- When a Statutory Holiday falls within an employee's vacation, their vacation may be extended, upon request, by an equivalent number of days as are designated as Statutory holidays. The employee shall receive pay for those days according to 6.01. The statutory holiday may be taken immediately prior to or immediately on termination of their vacation.

ARTICLE 7 – VACATIONS

- 7.01 For the purpose of Article 7 the Anniversary Date shall be the date of hire.It is understood and agreed that effective on the employee's anniversary date in 2008 that in calculating vacation pay "total wages" includes vacation pay.
- 7.02 Employees with one (1) or more years of service, as of their anniversary date shall be granted vacations as follows:

Completed	Working	Wages Including
Years of	Hours of	Vacation Pay
Service	Vacation	
1	80	4%
2	80	4%
3	120	6%
4	120	6%
5	120	6%
6	120	6%
7	160	8%
8	160	8%
9	160	8%
10	160	8%
11	160	8%
12	180	9%
13	180	9%
14	180	9%
15	180	9%
16	180	9%
17	180	9%

4% 6%
6%
6%
6%
8%
8%
8%
8%
8%
9%
9%
9%
9%
9%
9%

This applies to all employees hired after December 1, 2004.

The Company shall have a reasonable attitude toward requests for additional leave of absence to make up full days vacation.

- 7.03 a. The parties recognize that operational requirements will govern vacation schedule. Employees shall be required to submit their choices of vacation time prior to March 31st of each calendar year in which the vacation shall be taken. Preference of vacation times shall be allocated in seniority order within each department.
 - b. The Company shall have the unilateral right to schedule up to one-half (1/2) of an employee's annual vacation time during a maintenance or economic shutdown or reduction of forces, provided it gives thirty (30) calendar days' advance notice.
- 7.04 All employees shall be granted and shall take their full vacation entitlement each vacation year.
- **7.05** Employees who leave the service of the Company shall be paid vacation pay at the time of severance in accordance with the provisions of Article 7.02.
- **7.06** An employee may elect to be paid their vacation pay from one of the following three options:
 - a. Full vacation to be paid in the period in which the employee notifies the Company that they wish to receive the earned vacation pay.
 - b. Vacation pay to be paid as if the employee worked the day. Vacation will be reconciled at the end of each employee's vacation year.
 - c. Upon an employee's request, the Company will apply the "Wages including Vacation Pay" percentages from 7.02 to every cheque. Employees choosing this option can only select or choose another option once per calendar year.

ARTICLE 8 – SENIORITY

- 8.01 An employee will have Company seniority and Departmental seniority. Company seniority means the length of an employee's continuous employment with the Company at the Mount Polley Mine. Previous service at the Mount Polley Mine prior to a termination of seniority under clause 8.03 will not be counted in determining seniority. Departmental seniority means the length of an employee's continuous employment within their department.
 - Subject to Clause 8.02 hereof, the Departments will be the Mine Operations (including Site Services), Mine Maintenance, Mill Operations, Electrical and Mill Maintenance.
- 8.02 The Company may, in its discretion, from time to time, enlarge or decrease the scope of the existing Departments, reduce the number of existing Departments or increase the number of existing departments, provided an employee's seniority in their department is not reduced as a result of the Company's decision.
- 8.03 The seniority of an employee shall be completely lost and their employment shall be deemed to be terminated if they:
 - a. quit;
 - b. are discharged and not subsequently reinstated through the grievance procedure;
 - c. take an unauthorized leave of absence for three (3) or more work days;
 - d. are retired:
 - e. are laid off by the Company for a period of more than one (1) year.
 - f. fail to satisfy the recall provisions of Clause 9.02;

- g. are absent due to non-occupational injury or illness for a period in excess of one (1) year, and cannot return to work in the reasonable foreseeable future and cannot be returned to work pursuant to the duty to accommodate:
- h. accept employment with another employer while on a leave of absence;
- i. are absent due to occupational injury or illness which occurs while the employee is performing work for the Company, for a period in excess of three (3) years; or
- j. do not return to work as required at the end of an authorized leave of absence, except in the case of unforeseen circumstances beyond their control.
- 8.04 Seniority shall be maintained and accumulated, subject to any legal duty to accommodate, during:
 - a. absence due to an occupational injury or illness, which occurs while the employee is performing work for the Company, for up to three (3) years;
 - non-occupational injury or illness causing absence as per Article 8.03(g) subject to a
 doctor's report verifying the exact nature and extent of the injury or illness, the prescribed
 treatment and prognosis for recovery.
 - c. layoffs
 - d. all approved Leaves of Absence
- 8.05 Notwithstanding anything to the contrary contained in this Agreement, an employee shall be considered a probationary employee and they shall have no seniority rights until forty-five (45) shifts actually worked with the Company at which time they shall be entitled to forty-five (45) shifts worked seniority. However, it is understood that if the Company deems it necessary, upon written notification to the Union, including the reason for the extension, the probationary period of an employee shall be extended by a further twenty-one (21) shifts worked.
- 8.06 A probationary employee may be terminated or discharged where the Company, in its discretion, determines that they are unsuitable or unsatisfactory. A probationary employee shall have rights to the Grievance and Arbitration Procedure except in respect to seniority.
- 8.07 The Company recognizes the seniority rights of its employees and therefore every three (3) months the Company shall post seniority lists of employees showing their Company and department seniority. A copy of such list will be emailed to the Union. This seniority list will be recognized as the official seniority list under the terms of this Agreement.
- 8.08 Where an employee is transferred to a position not covered by this Collective Agreement, they shall continue to retain seniority for a period of six (6) months, following such transfer after which time they shall lose their seniority and no longer be a member of the bargaining unit.
- 8.09 If the transfer of the employee is required by the Company from one Department to another for the efficient conduct of operations or because of consideration of health, their departmental seniority in their new Department shall be deemed to be equal to that which they previously held in their last department.
- 8.10 If an employee is transferred to another Department at their own request they shall have no departmental seniority in their new department.
- 8.11 In cases where an employee is to be transferred to another shift or rotation, and where the company determines the ability of employees is relatively equal, the employee with the greater seniority shall be asked, and if they decline, the junior employee must be transferred to the shift or rotations. (Senior may Junior must).

ARTICLE 9 – LAYOFFS

9.01 In any case of reduction in force, the Company shall issue layoff notices to the employees in the redundant positions with the least departmental seniority. These employees may then use their departmental seniority to bump a more junior employee provided they have the qualifications and skills relatively equal to the person presently holding the position. Employees who eventually get laid off out of their department may exercise their company seniority to bump into another position provided they have the qualification and skills relatively equal to the person presently holding the position.

It is also agreed that employees will have the option of bumping into the positions of Haul Truck and mill labourer without prior experience.

9.02 Laid off employees will be notified of recall by telephone, email or other verifiable communications method. Registered mail or similar will be used if there is not a response from the employee. An employee being recalled must return to work no longer than fourteen (14) calendar days after receiving verifiable communication (confirmed to have been read) or within fourteen (14) days of sending the registered mail. A copy of the recall notice log (telephone), electronic communication log or copies of registered mail notices will be provided to the Union. It is the responsibility of the laid off employee to keep the Company informed of their current mailing address, or email address and telephone number.

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

- 9.03 Whenever a layoff is planned because of a change or reduction in plant production requirements, the Company will, not less than fourteen (14) calendar days prior to the effective date of the layoff, post a bulletin stating the expected extent of such layoff, and the expected effect on the workforce. In the event the required notice is not given with the above, the Company will pay the laid off employee(s) the scheduled time lost at the applicable straight time rate. The foregoing does not apply to layoffs because of curtailment made necessary by disaster or emergency conditions affecting the ability of the Company to operate the mine or ship concentrate.
- 9.04 Prior to any contemplated layoff or reduction in workforce planned by the Company due to lack of work or other causes, the Company and the Union will meet to discuss ways and means to prevent hardship and reduction in the living standards of our people, including a consideration of shortening the work hours and/or work week as an alternative to a layoff or reduction in workforce.
- 9.05 In the event of two (2) or more employees having the same hire date, the employee with the lowest payroll number will be deemed to have the greater seniority.
- 9.06 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:
 - (i) Two weeks' pay or notice for every year of completed service, to a maximum of twelve (12) weeks.

- (ii) Employees shall be paid or receive notice from (i) above on the expiration of recall rights or upon termination of employment while on lay-off. It is understood that an employee refusing recall as per 9.02 is not eligible for payment under 9.07(i).
- (iii) Upon payment or end of notice from (i) above, the employee shall lose all recall rights.

ARTICLE 10 – PERMANENT VACANCIES

- All permanent vacancies shall be posted in all departments. A sign-up sheet will be posted with it, as well as the lock box, in all of the locations on site where the posting is up. In order for the application to be recognized, employees must fill out the required application and sign the sign-up sheet. Special project positions and positions for a fixed term not exceeding one (1) year need not be posted. Postings shall remain up for ten (10) days. An electronic copy of all job postings, a copy of the sign-up lists and the posting result will be sent to the Union office.
- 10.02 In selecting a successful applicant for a vacancy, the Company shall consider the following two factors:
 - (a) The Department seniority of each applicant; and
 - (b) The requirements and efficiency of the operations and the relative ability of the employees applying for the position.

Where in the judgement of the Company, (b) is relatively equal as between two (2) or more applicants, then the applicant having the greater seniority shall be awarded the posting.

- 10.03 If there are no qualified applicants within the Department, the Company may fill the opening by:
 - Appointing a qualified applicant from outside the department or, if there is more than
 one (1) qualified applicant, applying the criteria in section 10.02 except that the Company
 will consider the company seniority (instead of the departmental seniority) of the
 applicants;
 - 2. Training the senior applicant employee from within the department, provided that (a) the work of the posted position can be maintained at a satisfactory level during the period of training, and (b) the required training can be completed within sixty (60) calendar days;
 - Training the senior applicant employee from outside the department, provided that (a)
 the work of the posted position can be maintained at a satisfactory level during the
 period of training, and (b) the required training can be completed with sixty (60) calendar
 days; and
 - 4. Hiring a qualified person from outside the bargaining unit.

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

10.04 The Company will post the name of the selected candidate or the fact that no candidate has been chosen within seven (7) days following the conclusion of the posting. The Company will inform the Union if more time is necessary.

10.05 Employees who are absent on vacation, or on approved leave-of-absence not exceeding five (5) weeks may file an application under Clause 10.01 and 10.02 immediately prior to such absence and their application will be considered as if it had been filed during the time referred to in the notice.

Such application shall be valid only during the vacation period or the approved leave-of-absence period. If a job vacancy is to be filled by such absent employee, a temporary assignment to the vacancy may be made.

ARTICLE 11 – SAFETY & HEALTH

11.01 Safety and Health - Responsibility

- a. The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- b. The Union and the employees agree to cooperate fully with the Company on all matters of health and safety.

11.02 Joint Occupational Health and Safety Committee

- a. A permanent Joint Occupational Health and Safety Committee of nine (9) employees shall be appointed by the Union, three (3) of which shall meet with the Company during the first (1st) 1/2 of each month, to conduct workplace inspections. Immediately following workplace inspections, Joint Occupational Health and Safety Committee meetings with Management shall be held. The inspection report will be reviewed during this meeting. Official minutes shall be kept and copies forwarded to the Joint Occupational Health and Safety Committee and Local Union. A copy of their report shall be filed with the Inspector of Mines and posted on all bulletin boards.
- b. The Company and the Union will work together to train and equip an appropriate number of Worker Safety Representative and alternate Co-chairs to reflect the nature of the shift work at the facility.
- c. At the request of the Ministry of Mines Inspector, the Company will arrange for the worker Co-Chair or designate, and the management Co-chair or designate, to each appoint a representative to accompany the Inspector on an Inspection.
- 11.03 The Union and the Company agree that the mantra "Report all injuries and near misses, no matter how small, to your supervisor immediately" is a key part of building a safety culture and is a key responsibility for every person working at Mount Polley Mine. Any employee suffering injury while in the employ of the company shall report such injury promptly.

11.04 Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and Supervisors. It is, therefore, recognized that every employee has the right to refuse work if they have reasonable cause to believe that to do so would create undue hazard to the health or safety of any person.

a. An employee who refuses to carry out any work or operate equipment, tool or appliance shall immediately report the circumstances to their Supervisor.

- b. The Supervisor shall immediately investigate the matter and ensure that any hazardous condition is remedied without delay or if, in their opinion, the report is not valid, they shall inform the employee who made the report.
- c. If the employee continues to refuse to carry out the work, the Supervisor shall make an investigation in the presence of the employee who made the report, together with a Union member of the Safety Committee, or their designate, and an employee having knowledge of the work in question.
- d. If, following the investigation set out in 11.04(c) above, the matter is still unresolved, the matter shall be referred to the Joint Occupational Health and Safety Committee who, together with the Department Manager, shall investigate and make recommendations to the General Manager on a resolution to the matter. The General Manager shall make a final determination in the matter, subject to review by the Ministry of Mines.
- e. While the matter is under investigation, the employee(s) who refuses to work is entitled to be re-assigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so. No employee will be required or permitted to perform work, where another employee has refused to work, unless the alternate employee, in the presence of the Union member of the Joint Occupational Health and Safety Committee, has been informed by the Supervisor of the reason for the refusal.
- f. A Supervisor shall not knowingly perform or permit an employee to perform work which is, or could create, an undue hazard to the health of safety of any person.
- 11.05 All accidents and dangerous occurrences shall be investigated by persons knowledgeable in the type of work involved and the co-chairpersons of the Joint Occupational Safety and Health Committee or their designates.
- 11.06 Employees who have worked continuously in the service of the Company for one (1) year or more will be paid, subject to provision of a receipt, three hundred dollars (\$300.00) per annum or six hundred dollars (\$600.00) every two years (ie. provided there was no claim in the previous year) towards the purchase of safety boots. Boots must conform to safety standards. Due consideration will be given to exceptions being made and the yearly allotment being waived for boots proven to be beyond repair and deemed in non-compliance of safety standards. For the purpose of this clause, a year shall mean a calendar year.
- 11.07 The Company will furnish on a loan basis such personal protective equipment, as it deems necessary including:
 - 1. Safety glasses;
 - 2. Safety harness;
 - 3. Safety line and safety belts;
 - 4. Mono goggles;
 - Grinding goggles;
 - 6. Aprons and face shields for handling corrosive substances;
 - 7. Electrician's high voltage gloves;
 - 8. Heat shielding gloves;
 - 9. Painter's masks;
 - 10. Locks for switchgear; multi-locks;
 - 11. Respiratory protection that is individually fitted for all who require them.
 - 12. Ear muffs or plugs;

- 13. Welder's aprons;
- 14. Earmuffs mounted on hard hat;
- 15. Hard hat;
- 16. Hard hat liners (cold weather);
- 17. Welder's gloves;
- 18. Slicker' and/or rain suits;
- 19. Hip waders, rubber gloves, rubber boots.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Union Leave

- a. Any employee selected as a delegate or representative of the Union, necessitating a leave of absence, shall be granted such leave of absence without pay upon making application to the Company at least two (2) weeks in advance of the commencement of the leave. The time spent on such leave of absence for Union work shall not in any way affect their seniority. The Company shall not be required to grant that privilege under this Article to more than four (4) persons at the same time.
- b. The Company will grant an employee leave of absence up to one (1) year of work for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave will be extended for additional periods at the request of the Union. Not more than one employee will be granted leave under this section at any one time.

12.02 Personal Leave

- (a) An employee may be granted leave of absence without pay for personal reasons provided:
 - 1. A request is made, in writing, at least seven (7) days in advance; and
 - 2. The leave is for reasons acceptable to the Company.
- (b) Except for reasons acceptable to the Company, the employee shall call in to the designated number at least two (2) hours in advance of their shift with reasons for not reporting. The call in number shall be posted on all department bulletin boards.
- 12.03 A leave of absence may be extended at the discretion of the Company. The employee must request the extension, in writing, prior to the expiration of their leave.
- 12.04 Pregnancy and Parental leave shall be granted in accordance with the Employment Standards Act of the Province of British Columbia.

12.05 Bereavement Pay

- a. For each day that an employee is absent from work due solely to the death of their legal spouse, natural children, step-children, adoptive children or foster-children, they shall be paid an allowance amounting to their full regular daily straight time pay up to a maximum of seven (7) working days.
- b. For each day that an employee is absent from work due solely to the death of their mother, father, mother-in-law, father-in-law, step-parent, grandfather, grandmother,

grandchildren, sister, brother, brother-in-law, sister-in-law, son-in-law or daughter-in-law; they shall be paid an allowance amounting to their full regular daily straight time pay up to a maximum of three (3) working days.

An employee who is called for jury duty or is subpoenaed by the Crown as a witness will receive for each day that they would have otherwise worked to a maximum of thirty (30) work days, the difference between their regularly scheduled hours at their basic hourly rate and the amount of jury fee or witness fee provided that the employee furnishes the Company with a certificate of service showing attendance and the amount of pay received.

12.07 Family Responsibility Leave

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

- a) The care, health or education of a child in the employee's care, or
- b) The care or health of any other member of the employee's immediate family.

ARTICLE 13 – INSURANCE & MEDICAL PLAN

13.01 General Conditions

- a. The Company will provide group insurance and health and welfare plans. Coverage is subject to the terms and conditions of the plans as set out in the insurance policies and/or plan booklets. Copies of the plan booklets will be made available to employees and the Union. A copy of the policies of the plans will be made available to the Union upon its request.
- b. A summary of benefits is as generally set out in this Article; the specific provisions of the appropriate policies and/or plans will prevail.
- c. The Company will pay one hundred percent (100%) of the premium amounts required to continue these benefits as provided for this Article.
- d. Eligibility for coverage for these benefits commences the first day of the month following completion of the employee's probationary period.
- e. Coverage ceases on the last day of work when an employee is terminated, quits or is laid-off.

13.02 Extended Health Benefits

An extended health benefit plan based on:

- a. One hundred percent (100%) reimbursement of eligible expenses in Province and nonemergency eligible expenses in Province.
- b. One hundred percent (100%) of eligible emergency expenses out of Province/Canada to lifetime maximum of one million dollars (\$1,000,000.00).

c. Prescription Drug Card.

13.03 Weekly Indemnity

A weekly sick pay benefit for non-occupational illness/injury based on:

- a. A benefit level equal to the greater of eight hundred and fifty dollars (\$850.00) per week or the maximum weekly disability benefit payable by Employment and Immigration Canada plus one hundred dollars (\$100.00).
- b. Qualification Period; hospitalization, none; four (4) work days for illness or injury; benefits to continue for a maximum of fifty-two (52) weeks.
- c. Definition of disability: employee is unable to continue their regular type of work.
- d. Employee must apply for benefit within the established benefit period and upon request must supply, without cost to the Company, an appropriate certificate, from a duly qualified physician, stating the nature of the employee's disability and certifying the employee's inability to work because of said disability.

13.04 Life Insurance

Life Insurance and Accidental Death and/or Dismemberment coverage each in the amount of one x the Employee's annual earnings, or one hundred thousand dollars (\$100,000.00), whichever is higher.

13.05 Dental Plan

Dental benefits as follows, reimbursement based on the current College of Dental Surgeons of British Columbia schedule of fee allowance:

			<u>Reimbursement</u>
Plan A -		Basic Services	100%
Plan B -		Prosthetic Appliances, Crowns, Bridges Annual Maximum: \$ 3500.00 per plan member	50%
Plan C -	5.8	Orthodontics Lifetime maximum: \$2,500.00	50%

13.06 Vision Care Plan

The Company shall provide a Vision Care Plan for all employees and their dependants. The Plan will provide for a payment of four hundred dollars (\$400.00) for claims every twenty-four (24) months. Employees will be permitted to purchase glasses or contacts or Laser Eye Correction, whichever they prefer.

13.07 Hearing Aids

Employees will be reimbursed the cost of hearing aids.

13.08 Paramedical

Paramedical Practitioners:

Five hundred dollars (\$500.00), per calendar year, for each of:

Chiropractor

Chiropodist/Podiatrist

Osteopath

Naturopath

Speech Therapist

Registered Massage Therapist

Acupuncturist

Physiotherapist

Mental Health Practitioners:

One Thousand Dollars (\$1000.00) per calendar year for the combined services of:

Psychologist

Clinical Counsellor

Social Worker

Psychotherapist

Psychoanalyst

13.09 Paid Sick Days

Should an Employee not utilize the paid sick days they are entitled to under the Employment Standards Act in a calendar year, the Company shall pay the Employee the balance of unused days in the second pay period of January each year.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 The Union shall forthwith elect or appoint shop stewards and shall notify the Company accordingly. The Shop Steward shall meet with the Manager or other designated officials of the Company whenever matters arise which, in its judgement, should be discussed between them. The Management, on its part, may ask for a meeting with the Shop Steward/Grievance Committee at anytime.

The Company agrees that the time spent by a Shop Steward during their regular working hours in the processing of grievances at the worksite, shall be considered as time worked and paid for at straight time. The time when grievances will be dealt with shall be mutually agreed to and time off shall not be unreasonably withheld.

When a grievance or difference arises, the employee or employees affected shall set down in writing on an official grievance form; a brief statement of the circumstances complained of and shall hand such statement to the Foreman.

An earnest attempt shall be made to settle such difference immediately in the following manner, each ensuing stage to be followed only if settlement has not been achieved at the previous stage.

Grievance Procedure

- Stage 1 Between the aggravated employee, the Shop Steward and the Foreman /General Foreman within seven (7) working days of the occurrence. The Foreman/General Foreman shall have up to seven (7) working days to reply.
- Stage 2 Between the Shop Steward and Superintendent or other designated official of the Company within seven (7) working days from the Stage 1 reply. The Superintendent or other designated Company official shall have up to fourteen (14) working days to reply.

Where a difference between the parties cannot be settled at the second (2nd) stage of the grievance procedure then within fourteen (14) working days of the second (2nd) stage response to the matter shall be referred to the Mine Manager or their designate who will meet with the Union staff representative or their designate in an attempt to resolve the issue. The Company, within twenty-one (21) calendar days from the third (3rd) stage meeting, shall reply. Failing a resolution, the matter may be referred to arbitration.

14.02 Discipline

 Employees may only be disciplined for just cause. Suspension days will run as consecutive working days.

An employee being disciplined shall have the presence of a Union Plant Committee member or Shop Steward of their choice, provided that the individual is readily available. If the Union Plant Committee member or Shop Steward of their choice is not readily available, the employee shall have the opportunity to be accompanied by another Union Plant Committee Member, Shop Steward or employee who is readily available. The Union Plant Committee member, Shop Steward or other Employee shall attend as a witness. In the event the employee declines a witness, they shall sign a statement to that effect, a copy of which will be sent to the Union.

b. All warnings and suspensions will be deemed void when, after two (2) years from the date of issue providing the employee has received no further discipline.

14.03 Time Limits – Failure to Act

If either party fails to act within any of the time limits, or within an agreed upon extension, it will be deemed that the party failing to meet the time limit has abandoned its position and the position of the other party has been established for that grievance.

14.04 Grievance Committee Members and Company Representatives:

At each of the three (3) grievance steps the Company and the Union may have equal representation.

14.05 Employer Grievances

The Employer may present a written grievance to the Union within 14 days of the occurrence of the matter that is the subject of the grievance. The Parties must meet within 21 calendar days from the date the grievance was presented. Failing resolution, the Employer may refer the grievance to arbitration within a further 30 calendar days.

ARTICLE 15 – ARBITRATION

15.01 In the event that a grievance is referred to arbitration as per Article 14.01, the Parties will agree to the appointment of a single Arbitrator. In the event the Parties are unable to agree on an Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

- 15.02 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employees affected by it.
- 15.03 The arbitrator shall have the right to enter any premises, to take a view where work is being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to *them* and inspect and view any work material, machinery, appliance, or article therein, and interrogate any person respecting any such thing or any of such differences.
- 15.04 The Union and the Company shall each pay 1/2 of the remuneration.

ARTICLE 16 - WAGES

16.01 Wage Schedule

The job classifications and rates of pay listed in the attached wage schedule are agreed upon by both Parties and is a part of this Collective Agreement. The Company agrees to show vacation accrual on employee's pay stubs.

16.02 New or Changed Job Classifications

- a. If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate of the job(s) in question. Any increase in rate as a result of such negotiations shall be retroactive.
- b. If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

16.03 Daily Rate Retention

Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift and such rate shall be used as the basis to calculate overtime.

16.04 Hourly Rate Retention for Breaks or Rest Periods

Employees directed to work a higher-rated classification to cover breaks or rest periods, the Employee shall only receive the higher rate of pay for the time they are doing the relief for each shift.

ARTICLE 17 – DISCRIMINATION AND HARASSMENT

All employees have the right to work in an environment that is respectful and free from harassment, including but not limited to, sexual harassment, bullying, and discrimination. A Respectful Workplace:

- i. Is inclusive
- ii. Values diversity
- 🚁 iii. 🐃 Provides clear communication on expectations of behaviour
 - iv. Promotes employee health and safety

- v. Provides resources and training to resolve disputes
- vi. Strives for improvement
- vii. Has open channels of communication

The Company will have a Policy for preventing and addressing workplace bullying and harassment which includes the rights, roles, and responsibilities of the Company, Employee, Bystander, and Union. This Policy will be revised and provided to the Union as necessary to align with the Occupational Health and Safety legislation relating to Bullying and Harassment.

The Parties agree to and accept the principles of the Human Rights Code.

ARTICLE 18 – HUMANITY FUND

18.01 For the purpose of International Aid and Development the *C*ompany agrees to deduct twenty dollars (\$20.00) from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund:

United Steelworkers
National Office Humanity Fund Depot
234 Eglinton Avenue East, 7th Floor
Toronto, Ontario
M4P 1K7

And to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund" R119172278 RR 001.

ARTICLE 19 - R.R.S.P.

The Company agrees to contribute five percent (5%) of gross earnings of each employee into a group RRSP Plan. Employees may voluntarily contribute to the RRSP through payroll deduction. These contributions will not commence until the first month following the employee successfully completing their probationary period.

Effective September 1, 2025, the Company agrees to contribute an additional one percent (1%), totalling six percent (6%) of gross earnings for Employees who have acquired two (2) years of service with the Company.

ARTICLE 20 – GENERAL PROVISIONS

20.01 Bulletin Boards

The Union will have the exclusive use of a bulletin board on the premises of the Company and provided by the Company for the purpose of posting official Union notices.

A copy of any Company notice or memo to employees will be given to the Union.

20.02 The Company agrees to provide a tool allowance for tradespersons and lube service as follows:

Millwright	\$0.20 per hour	Heavy Duty Mechanics	\$0.30 per hour
Electricians	\$0.20 per hour	Welders	\$0.15 per hour
Lube Service	\$0.20 per hour	Carpenter	\$0.20 per hour

The Company agrees to replace lost or broken tools with tools of equal value to those lost or broken.

Apprentices and uncertified trades shall be entitled to the tool allowance of their trade classification.

20.03 Strikes/Lockouts

There shall be no strikes or lockouts so long as this Agreement continues in full force and effect. Neither the Union, nor its representatives, nor its members shall cause, sanction, authorize or take part in any strike so long as this Agreement remains in full force and effect. Neither the Company nor its representatives shall cause, sanction, authorize or take part in any lock out so long as this Agreement remains in full force and effect.

20.04 Picket Line:

Employees will not be disciplined for refusing to cross a legally constituted picket line.

- 20.05 The Company will pay the cost of printing the Collective Agreement and shall provide each employee with a copy not later than three (3) months after the signing of this Agreement. Extra copies will be supplied to the Union upon request.
- 20.06 An employee being discharged or laid-off shall be paid all wages due *them* within two (2) working days of the time of discharge or lay-off.
- 20.07 The cost of medical examinations required by the Company shall be paid for by the Company. Such examinations shall be scheduled on an employee's days off.
- **20.08** The Company may at any time notify and carry out an inspection of:
 - (a) an employee's motor vehicle, carry all container while it is on the Company's property or entering or leaving the Company's property;
 - (b) an employee's lunch box or other container; and
 - (c) an employee's locker,

so long as the employee or a Union representative is present during the inspection.

20.09 The Company will supply coveralls as follows:

Department	Summer Coveralls	Winter Coveralls	
Maintenance	8	4	
Mill Operations	8	2	
Mine Operations			
- Drillers and Blasters	4	4	
Mine Operations	3	3	

The Company will pay for cleaning and repair of such coveralls and replace coveralls deemed to be irreparable by the cleaning company.

- 20.10 When appropriate, the Company may require an employee to have a medical evaluation as it relates to their employment.
- 20.11 Upon agreement with the Company as to a time, employees shall be permitted to review their personal records in the presence of a Company delegate. Upon request, the employee shall be provided with copies of materials contained in such records. If the employee wishes, they may be accompanied by their steward.
- 20.12 Employees who are not on the prescribed bus route as determined by the Company will be compensated with a subsidy to offset the travel cost at the rate of thirty dollars (\$30.00) per shift worked.

Any employee having to drive more than forty (40) kms from their primary residence on a daily basis to catch the bus will be compensated at the rate of ten dollars (\$10.00) per shift worked.

The Company agrees to put on a second bus suitable in size to meet the needs of the employees and the Company and in so doing adjust the arrival and departure times. The **P**arties recognize that should the copper price fall below \$Can 2.00 per pound and, if the cost factor outweighs the consideration factor, the bus may be pulled out of service unless other cost saving measures are mutually agreed.

ARTICLE 21 – CONDITIONS OF EMPLOYMENT

- **21.01** The Company and the Union agree to the following policies:
 - 1. A pre-employment medical, including drug and alcohol testing.
 - 2. The employee, whose job requires them to have a valid driver's licence, may not operate any Company equipment without a valid driver's licence; and
 - 3. Before seeking or accepting an assignment to drive a vehicle for the Company, the employee(s) must notify the Company if there is a change in their driver's license. This is only required on vehicles that are insured by ICBC.
 - 4. Adherence to the Operating Policies / Mine Rules.

ARTICLE 22 – APPRENTICESHIP

- 22.01 The Company will sponsor an apprentice-training program in conformity with the laws of the Province.
 - (a) The course content of training programs, evaluation of apprentice performance and matter related thereto or regulated by statute or government regulations shall not be subject to the grievance procedure.
 - (b) In selecting applicants for apprenticeship training, the Company shall post its requirements as set out in Article 10.01 and the selection of the successful candidate shall be based on successfully completing the pre-apprenticeship training and/or aptitude examinations, attendance record and must meet the criteria established by Skilled Trades BC.

The following rating schedule for selection of apprentices will be applied:

- 30% Trade Specific Aptitude Test
 - Passing the test is mandatory with a minimum of seventy percent (70%) grade
- 30% Trade Related Schooling and/or Relevant Experience
 - Pre-apprenticeship = 12% (twelve percent)
 - Foundation Course = 6% (six percent)
 - Related Courses = 1:5% (one and one-half percent) per course, to a maximum of 6% (six percent)
 Relevant Experience = 1.5% (one and one-half percent) per year to a maximum of 6% (six percent)
- 10% Employment Record
 - Safety and Attendance = 5% (five percent) each
- 20% Seniority
 - 1% (one percent) for every year of service up to a maximum of 10 (ten) years. 2% (two percent) for every year of departmental seniority in the respective department of the offered apprenticeship, to a maximum of 5 (five) years.
- 10% Apprenticeship Interview
 - Apprenticeship interview with Human Resources and department head and/or designates.

The Company shall provide all candidates with a copy of their results/points.

(c) Where in the judgement of the Company, (b) is relatively equal as between two (2) or more applicants, then the applicant having the greater seniority shall be awarded the posting.

- 22.02 The Company or employee will schedule the employee for school once per year subject to classroom availability.
- 22.03 (a) Apprentices will be paid the equivalent of forty (40) hours per week with no premiums or overtime pay while attending trade school. The basic hourly rates for apprentices shall be in accordance with Appendix A.
 - (b) If the apprentice is absent from school, they will be deducted for all hours absent.
- (a) The Company will pay the tuition required for the courses and registration fees that may be levied by the educational institution where the course is being offered.
 - (b) The books and course materials are the responsibility of the student.
- 22.05 (a) If an apprentice is unsuccessful (fails) their course and does not advance to the next level, and if they request another opportunity to attempt the course again, they will be afforded one (1) repeat and will be retained as an apprentice. They will be eligible for wages as per 21.03(a) (above) and, if unsuccessful on this attempt, they will be excluded from the program.
 - (b) An Apprentice who fails to complete their apprenticeship shall be reassigned to the classification they held prior to entering the apprenticeship program.
- 22.06 (a) Apprentices will further be eligible to receive a reasonable advance to assist them with the financial burdens of attending school. The pay advances must be repaid to the company, interest free, before they attend the next trades school session or before the end of the calendar year, whichever comes first. For advances, employees will be required to make an assignment of wages to repay the advance, as per the Employment Standards Act of BC.
 - (b) If an apprentice terminates their employment prior to the forgiveness period being completed, they will be responsible to repay immediately any monies outstanding.
- 22.07 (a) The basic hourly rates for apprentices shall be in accordance with Appendix "A".

ARTICLE 23 - PREMIUMS

23.01 First Aid

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

23.02 Lead Hand

It is understood between the Parties that leadhands may be designated from time to time on an "as needed" basis to help, lead and direct a work crew. A leadhand will be paid \$1.50 per hour over the highest paid worker supervised.

23.03 Hoisting Certificate

Employees who are in possession of a valid hoisting certificate are eligible to receive a \$0.75 per hour premium, for operating the crane on an "as needed" basis, for all working hours. Those accepting the premium will be designated as a crane operator from time to time and when directed will operate the crane.

23.04 Shift Premium

Employees on a continuing cycle will be paid a premium for all hours worked on what is commonly referred to as "the back shift".

The Premium is one dollar and twenty-five cents (\$1.25) per hour through the term of the Collective Agreement.

23.05 Weekend Premiums

Employees will be paid a premium for all hours worked between 6:30 pm Friday and 6:30 pm Sunday.

The Premium is seventy-five cents (\$0.75) per hour through the term of the Collective Agreement.

23.06 Trainer Premium

Qualified Operators who are acting as trainers, shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours training other employees.

23.07 Arbitration Fund:

The Company agrees to deduct \$4.00 per month from each employee to be paid into the Local Union Arbitration Fund.

23.08 Pit Bus Driver

The Company agrees to pay \$15.00 per shift to the designated Pit Bus Driver

23.09 Mine Rescue

Mine Rescue members will receive a premium of \$1.00 per hour worked. Mine Rescue Members must maintain the minimum qualifications and participation requirements to maintain the premium, in accordance with Letter of Understanding No. 7.

23.10 Education Trust Fund

The Company shall contribute to the Union the sum of three cents (\$.03) per hour per employee for each hour worked for education and training of Union members.

The money shall be payable to:

USW Local 1-2017

And payment sent to:

100 - 1777 3rd Avenue, Prince George, B.C. V2L 3G7

And shall be remitted by the fifteenth (15^{th}) of each month for the previous month. The Company shall provide necessary information regarding amounts paid for each employee.

The Local Union 1-2017 Education and Training Fund will provide the Company with an annual report on the utilization of training funds by Mount Polley employees.

ARTICLE 24 - TERM OF AGREEMENT

- This Agreement shall be in full force and effect from and including June 1, 2025 to and including May 31st, 2028 and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the date May 31st, 2028 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, required the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 24.02 The Parties agree to exclude the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

For: MOUNT POLLEY MINING CORPORATION	For: UNITED STEELWORKERS LOCAL 1-2017
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APPENDIX "A"

WAGES AND PROGRESSION

1. Copper Bonus

As of June 1, 2025, the maximum copper bonus of nine percent (9%) shall be incorporated into the base hourly rate of pay moving forward. This change guarantees the nine percent (9%) copper bonus is secured and will not be reduced due to market conditions.

2. General Wage Increases shall be as follows:

June 1, 2025

7% (seven percent)

June 1, 2026

4.5% (four and one-half percent)

June 1, 2027

4% (four percent)

Classification	Current Base	Effective June 1, 2025 (base rate +9%) + 7%	Effective June 1, 2026 +4.5%	Effective June 1, 2027 +4%
Maintenance and Trades				
1A Journeyperson/Welder A	\$50.57	\$58.98	\$61.63	\$64.10
1B Uncertified Trades/Welder B	\$46.56	\$54.30	\$56.75	\$59.02
Fuel and Lube Truck Operator	\$37.09	\$43.26	\$45.20	\$47.01
Apprentice – 4 th year	\$45.52	\$53.09	\$55.48	\$57.70
Apprentice – 3 rd year	\$42.99	\$50.14	\$52.40	\$54.49
Apprentice – 2 nd year	\$40.46	\$47.19	\$49.31	\$51.28
Apprentice – 1 st year	÷37.93	\$44.24	\$46.23	\$48.08
Mine Operations				
2 Production Shovel / Loader	\$42.45	\$49.51	\$51.74	\$53.81
3 Driller (Prod.) / Blaster	\$41.66	\$48.59	\$50.77	\$52.81
4 Equipment Operator	\$40.81	\$47.60	\$49.74	\$51.73
Haul Truck Operator	\$37.09	\$43.26	\$45.20	\$47.01
Mill Operations			-	
1C Control Room Operator	\$43.33	\$50.54	\$52.81	\$54.92
2 Mill Operator 1 (4 Circuits)	\$42.45	\$49.51	\$51.74	\$53.81
3 Mill Operator 2 (3 Circuits)	\$42.00	\$48.98	\$51.19	\$53.24
4 Mill Operator 3 (2 Circuits)	\$40.81	\$47.60	\$49.74	\$51.73
6 Mill Operator 4 (1 Circuit)	\$34.63	\$40.39	\$42.21	\$43.89
6A Mill-Crusher Trainee	\$30.52	\$35.60	\$37.20	\$38.69
7 Labourer	\$27.40	\$31.96	\$33.39	\$34.73

APPENDIX B MINE AND MILL PROGRESSION SYSTEM

PURPOSE

The purpose of this Agreement is to provide systems for training and qualifying employees for temporary shift coverage and for selection and training of employees for advancement to permanent job vacancies. The Company has an obligation to train senior employees. Once the employee has commenced training, they will remain in the position for which they are being trained until the training is complete.

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

MILL JOB PROGRESSION

The Mine Processing Plant (the Mill) has four distinct processing circuits. They are integral to the production of saleable concentrate and perform different functions in the processing of the raw ore delivered to the mill from the mine. These circuits are Crushing, Grinding, Flotation and Dewatering. In order to be able to classify employees and assign appropriate rates for their knowledge and experience, a progression system has been developed to reward the employees for their job-demonstrated knowledge and training. Each level has a minimum number of hours of on-the-job training and testing, made up of a site specific written and verbal test. Until the minimum hours have been achieved and the tests have been completed and passed, no employee will receive the increase.

EVALUATION

Criteria used to evaluate an employee in consideration of a pay rate increase will be based on the following:

TRAINING & QUALIFICATION PERIOD

MILL LABOURER	Job Class 7
Minimum Hrs required to train	None
Written/Practical Test:	Required to pass mill orientation exam prior to starting work in the Mill Operations Department.
Practical Assessment	168 hours training on clean up at conveyors, feeders, basements, Mill/Crusher and competent on skid steer vehicle. Meets mill labour competency.

MILL TRAINEE/CRUSHER HELPER

Job Class 6A

Minimum Hrs required to train:

168 hours as Mill Labourer and meet Mill Labourer

competency

Written/Practical Test:

Required pass on Mill trainee or Crusher Helper Exam.

Practical Assessment:

Completed 168 hours training specific to crushing or

dewatering circuit.

MILL OPERATOR 4

Job Class 6

(1 circuit either crushing or dewatering)

Minimum Hrs required to train:

504 hours specific to the circuit training is to

commence on

Written/Practical Test:

Required pass on crushing or dewatering circuit to

qualify.

Practical Assessment:

252 hours training specific to the circuit training

commenced with and must have competency in start

up/shut down.

MILL OPERATOR 3

Job Class 4

(2 circuits consisting of either crushing, dewatering, or grinding)

Minimum Hrs required to train:

Completed training and competent on either the

crusher or dewatering circuit or meets practical

training hours on grinding circuit.

Written/Practical Test:

Required pass on 2 circuits, either crushing,

dewatering or grinding to qualify.

Practical Assessment:

Completed 420 hours training on grinding with competency in start-up/shutdown of at least the

crushing or dewatering circuit or has competency on

crushing and dewatering.

MILL OPERATOR 2

Job Class 3

(3 circuits consisting of crushing, dewatering, and grinding)

Minimum Hrs required to train:

Completed training and competent on crushing and

dewatering circuits.

Written/Practical Test:

Required pass on crushing, grinding, and dewatering

circuit to qualify.

Practical Assessment:

Completed 840 hrs of training on grinding and must have competency in start up/shutdown of grinding

circuit.

MILL OPERATOR 1

Job Class 2

(4 circuits consisting of crushing, dewatering, grinding and flotation)

Minimum Hrs required to train:

Completed training and competent on crushing,

grinding, and dewatering circuits.

Written/Practical Test:

Required pass on crushing, grinding, dewatering and

flotation circuits to qualify.

Practical Assessment:

Completed 1260 hours of training on flotation and

must have competency in start up/shutdown of

flotation circuit.

MILL CONTROL ROOM OPERATOR

Job Class 1C

Minimum Hrs required to train:

Completed training and competent on crushing and

milling circuits.

Written/Practical Test:

Required pass on mill control room to qualify.

Practical Assessment:

Completed 336 hours of training in mill control room

and must have competency in start up/shutdown of

water systems and mill.

<u>CERTIFICATION</u>: The Shift Supervisor, the Training Supervisor and the Mill General Foreman must approve increases in pay. Recommendations for an increase in pay will be as per the Collective Bargaining Agreement and be specific to the circuit for which the employee is being tested.

Work assignments made for the purpose of fulfilling the training requirements of the Collective Agreement shall be clearly so designated with sign-off sheets which will be tracked by the Company.

In September, January and May of each year, the Company's Mill Operations Training Department will present a training update to the General Manager, the Mill Operations Superintendent, the Superintendent of Human Resources, one (1) Union Representative and two (2) Mill Operations Department employees, nominated by the Union. The date and time will be mutually agreed to by all parties.

The update will include a confidential review of which progression step each Mill Operations Department employee is on, progress for each employee in their progression and anticipated time to complete each employee's current progression. If the Union provides a list of specific questions (i.e. process, procedures or training material(s)) at least twenty-eight (28) days prior to the training update meeting, the training department will address those specific issues in the training update meeting.

HIRING: As of the date of this Agreement, no one will be hired into the positions of Mill Operator 1 and Mill Operator 2 until all employees have been qualified in those positions or have been offered and declined the opportunity to qualify for all of those positions.

Any employee who performs work on a circuit which would give the employee a higher rate when not training, after the date of this Agreement, shall be paid the applicable rate adjustment. Such assignments will be for a period of eighty-four (84) hours or less. Any overtime will be calculated at the higher rate. All hours worked on that circuit will be credited toward the training hours required to qualify for that circuit and the higher rate.

MINE JOB PROGRESSION

JOB POSTINGS

Permanent vacancies will be posted as per Article 10 of the Collective Agreement.

When a training opportunity becomes available, the vacancy will be posted as a Training Opportunity. Assignments to training positions will be awarded to the most senior applicant on the crew. Postings will only be valid for thirty (30) working days.

EQUIPMENT OPERATING PROGRESSION TRAINING & QUALIFICATION PERIOD

HAULAGE TRUCK DRIVER Job Class 5

Competency Assessment Period: 96 hours training on truck as a trainee

Competency Test: Administered by the Senior Shift Supervisor or

designate.

EQUIPMENT OPERATOR Job Class 4

Competency Assessment Period: 252 hours per piece of equipment on two of:

the excavator, grader, or dozer as a trainee.

... Competency Test: Administered by the Senior Shift Supervisor or

designate.

Total Hours for Qualification: 504 hours

DRILLER Job Class 3

Competency Assessment Period: 336 hours training on the drill as a trainee

Competency Test: Administered by the Senior Shift Supervisor or

designate.

Total Hours for Qualification: 1260 hours

SHOVEL/PRODUCTION LOADER Job Class 2

An applicant for a shovel operator trainee posting must be qualified as an equipment operator.

Competency Assessment Period: 336 hours training on the shovel as a trainee.

Competency Test: Administered by the Senior Shift Supervisor or

designate.

Total Hours for Qualification: 1260 hours

TRAINING RATES

A trainee will be paid the rate they had achieved prior to becoming a trainee until they have successfully completed the Compétency Assessment period and at that point the trainee will be paid the classification rate for the job.

EVALUATION

Training sheets will be developed relating to which piece of equipment is being trained on, where the equipment is operating and how many hours per day are spent in which area of the mine.

Criteria used to evaluate an employee in consideration of a pay rate will be based on the following:

<u>TRAINING HOURS</u> — The Senior Shift Supervisor or designate will record all hours spent in training and be signed off by the employee and their trainer at the end of each cycle. A copy of these records will be placed in the employees' training file and, upon completion of the training on the specific job, will be transferred to their personnel file.

<u>TESTING</u> – Each employee, prior to receiving an increase in pay, must pass the competency assessment test which may include any written, verbal and practical test set out by the Company. The minimum specified training hours must be completed prior to taking the competency assessment test.

<u>CERTIFICATION</u> – Upon completion of the Competency Assessment period, the Senior Shift Supervisor or designate will issue a Certificate of Competency to the trainee, at which point pay will be increased as per Appendix B.

RESTRICTIONS

- 1. While in training for a permanent position, application cannot be made for any posting with the exception of Apprenticeship Postings.
- 2. There is no pay rate change during training until the trainee has successfully completed the full competency assessment period for the job which they have been trained. The Senior Shift supervisor or designate shall conduct the competency test. After such time, the successful trainee will be paid the hourly rate for the job while accumulating further experience towards qualification.
- 3. The employee will be paid their posted hourly rate when not seeking qualification or not operating equipment in a higher hourly rate category, until such time as they have been awarded a permanent vacancy position.
- 4. Training hours reflect the normal training period based upon equipment presently in operation at Mount Polley Mine. These hours may be varied by mutual agreement as equipment is added to or deleted from the operation.

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Signed this

BETWEEN:

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-2017

(The "Union")

RE: SUMMER STUDENTS

The Parties agree that the Company may hire students to provide vacation relief and do project work. These students will be hired for a finite period, amass no seniority, have no recall rights, qualify for no benefits and pay union dues when employed in a bargaining unit job. Preference for summer employment will be given to sons and daughters of employees of Mount Polley Mining Corporation.

On Behalf of:
MOUNT POLLEY MINING CORPORATION

UNITED STEELWORKERS, LOCAL 1-2017

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BETWEEN:

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-2017

(The "Union")

Re: Mine Operations; Shift Start/Stop Time

With respect to the start/stop time issue in mine operations, the parties do hereby agree to the following guidelines:

1. Lineup at 6:30.

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- 2. Two (2) lunch breaks, each thirty (30) minutes long, the first between 9:30 and 11:00 and the second between 1:30 and 3:00.
- 3. Blasting takes place during the breaks whenever possible.
- 4. Employees guarding blasts will be notified during line-up whenever possible.
- 5. The employees who are required to guard the blast will be given their breaks as per point 2 (above). Failure to be provided with a break as outlined in point 2 (above) will result in the employee being paid overtime for the lunch break.
- 6. Pit bus pick up will commence at 6:15 and will be back at the Mine Operations Area by 6:30.
- In the event the employees are not returned to the Mine Operations Area by 6:30, the following shall apply:
 - a) If returned between 6:36 and 6:45 the Company will pay a twelve dollar and fifty cent (\$12.50) penalty to each employee affected.
 - b) If returned between 6:46 and 7:00 the Company will pay a twenty-five dollar (\$25.00) penalty to each employee affected.

*Bus arrival and departure time are subject to seasonal fluctuations.

Signed this 22 day of October 2025.

On Behalf of:

MOUNT POLLEY MINING CORPORATION:

JNITED STEELWORKERS LOCAL 1-2017

BETWEEN:

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-2017

(The "Union")

RE: NON-BARGAINING UNIT MEMBERS (TEMPS)

The Parties agree that the Company may hire non-bargaining unit members (temps) to do "special project work".

Temps have no rights under the Collective Agreement. However:

- Their hours of work and overtime are the same as the provisions for bargaining unit employees in Article 5; and
- Their rates of pay, sliding scale copper bonus, and fuel subsidy are also the same as the respective provisions in the Collective Agreement for bargaining unit employees.

"Special Project Work" shall be defined as projects required by the federal or provincial governments, and seasonal work and other project work (non-mining work) of a finite nature as per past practice.

The Company will provide all necessary documentation required by the Union to support their position for "government ordered" work.

Bargaining Unit members may be moved to perform special project work. The Parties agree that the Company may use the equivalent number of temporary employees to replace the number of bargaining unit members needed for the special projects.

The Parties agree that the Company can use temporary employees to fill all belt watch positions.

The Parties further agree that the Company will be permitted to use up to 8 temporary employees for vacation relief and extended leave of absence purposes.

If a temporary employee who has worked at least 45 shifts subsequently becomes a regular employee, their seniority shall be backdated to the most recent start date as a temporary employee, and they shall be entitled to full benefits on the first day of the month following regular employment.

As a condition of employment, temporary employees must authorize a deduction for an amount equivalent to union dues as set out in the Collective Agreement. The Company will deduct this amount from each temporary employee and forward it to the Union in the same manner as the Company deducts dues from bargaining unit members and remits them to the Union, identifying these deductions as being from temporary employees.

1. 15.34

Letter of Understanding #3 Mount Polley Mine and USW Local 1-2017 Re: Non-Bargaining Unit Members (Temps) Page 2 of 2

The Company will not employ temporary employees when bargaining unit employees are laid off, provided that laid off employees are qualified and willing to do the work in question.

The Parties agree to add all matters related to temporary employees as a standing item to the agenda of meetings of the Union-Management Committee.

In every case, the Company will send the Committee and the Local Union office written notification of the name of the temporary employee and identify the special project or relief assignment they are working on.

The Union agrees to consider all requests for additional temporary employees where the circumstances are beyond the Company's control. These requests for additional employees will not be unreasonably withheld.

Relief Positions expected to last more than 1 year will be posted as regular positions.

Signed this day of October 2025

On Behalf of: MOUNT POLLEY MINING CORPORATION

BETWEEN:

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-2017

(The "Union")

RE: BUS TRANSPORTATION

With respect to bus transportation to and from the Mount Polley Mining Corporation's minesite, it is hereby agreed that the following will apply:

- 1. The bus would originate in Williams Lake with scheduled stops at locations on the route to the Mine.
- Employees on the bus route would be compelled to ride the bus and would forfeit the travel allowance.
- 3. The bus would arrive at the minesite at 6:15 and depart at 6:45.
- Employees who reside in Likely, Horsefly and McLeese Lake who are working 12-hour shifts would still continue to receive their travel allowance.
- 5. All others who wish to use their own transportation will travel at their own cost.

The bus schedule and pickup and drop off points will be determined by the Company prior to the commencement of the service but may be subject to change as the needs dictate.

The Parties agree that this Letter of Understanding resolves issues related to Bus Transportation.

Signed this 27 day of October, 2025.

On Behalf of:
MOUNT POLLEY MINING CORPORATION

BETWEEN:

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-2017

(The "Union")

With respect to the First Aid Training, the Parties do hereby agree as follows:

- 1. 3 months prior to the date of recertification, the employee must present in writing, a request to recertify to their immediate supervisor. The request must contain: the dates and where the course is being offered, the cost of the course, and the amount of leave needed to attend the course.
- 2. The leave requires must be approved by the Department Superintendent and by Human Resources.
- 3. If approved, the Company will pay the employee for all hours in attendance in the course up to 40 hours in a week.
- 4. The employee will pay the course costs and upon successful completion the Company will reimburse the employee for the costs incurred. If requested, the Company will advance the course costs.

If the employee accepts the reimbursement and the wage subsidy, they will be required to sign an Agreement to remain in the employ of the Company for one year after the course or the course cost and wages must be repaid to the Company. The employee will sign an Agreement acknowledging acceptance and understanding of this Letter of Understanding.

Signed this day of de Tabel, 2025.

On Behalf of:

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MOUNT POLLEY MINING CORPORATION:

BETWEEN:

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND:

UNITED STEELWORKERS, LOCAL 1-2017

(The "Union")

RE: CARPENTERS

At the discretion of the Company, the position of Carpenter in the Mill Maintenance Department may work either a:

1. 4 & 3 (four days of work followed by three days of rest), 10-hour shift, or a

ii. 7 & 7 (seven days of work followed by seven days of rest), 12-hour shift

Signed this 27 day of OCTober 2025.

On Behalf of: MOUNT POLLEY MINING CORPORATION:

BETWEEN

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND

UNITED STEELWORKERS LOCAL 1-2017

(The "Union")

RE: MINE RESCUE PREMIUM

The Parties agree that the Company will pay qualified employees a Mine Rescue premium of one dollar (\$1.00) per hour.

In order to be eligible for the Mine Rescue Premium, the employee must have successfully completed the Mine Rescue Training Program, be an active member of the MPMC team, and must have attended three (3) consecutive mine rescue practices. Once the above criteria have been met, the employee will receive the premium of one dollar (\$1.00) per hour for each hour worked on site.

To maintain the benefit, the employee must attend at least eight (8) mine rescue practices over the course of the year.

Signed this 27 day of <u>80766ef</u>2025.

On Behalf of:

JEN EN

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MOUNT POLLEY MINING CORPORATION:

BETWEEN

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND

UNITED STEELWORKERS LOCAL 1-2017

(The "Union")

RE: PSYCHOLOGICALLY SAFE WORKPLACE

The Parties agree to develop a comprehensive workplace culture and safety training program that provides all employees with practical approaches to create a more welcoming, healthy, respectful and safe workplace.

This program will provide tools and resources to better equip workers and leaders to recognize and prevent toxic workplace culture; recognize and support mental health and substance harm reduction; and create a workplace where everyone is respected, safe, and feels they belong.

Topics to be covered will include but not be limited to: psychological safety; respectful workplace/bullying, harassment and discrimination; bystander training; mental health first aid and suicide awareness and harm reduction.

Ongoing training for all employees will occur no less than semi-annually on the topics above. The Parties will investigate opportunities to have interested employees receive advance training in the topics above or any other mutually agreeable related training opportunities that arise.

To underscore this commitment to advanced training, the Company will support (funding and paid time off) a minimum of six (6) employees nominated by the Union and/or their peers to take Mental Health First Aid training before the end of 2025.

The approach for subsequent years will be based on recommendations from the Union/Management Committee in collaboration with the Joint Occupational Health and Safety Committee bi-annually.

Signed this 27 day of 2015

On Behalf of:

MOUNT POLLEY MINING CORPORATION:

BETWEEN

MOUNT POLLEY MINING CORPORATION

(The "Company")

AND

UNITED STEELWORKERS LOCAL 1-2017

(The "Union")

RE: INDIGENOUS COUNCIL

Within sixty (60) days of ratification of the 2025 to 2028 collective agreement, the Parties shall establish an "Indigenous Council" consisting of self-identified Indigenous individuals. The Council will consist of up to three (3) Employees from the Union and up to three (3) from the Company. Upon request of the Indigenous Council, the Company may assist in the formation of the Council by having someone assist with the development of terms of reference and basic structure.

The creation of the Indigenous Council is intended to address up to, but not limited to, the peaceful, respectful resolution of disagreements between the Parties by creating a space to work towards collaboration and mutual understanding. The Council does not displace or replace the work of the Joint Union Management Committee or Joint Occupational Health and Safety Committee. The process will be in alignment with both Local and the individual Employee's cultural protocols and is intended to:

- Build and repair relationships
- Foster open dialogue
- Encourage values-based action
- · Provide a space to acknowledge responsibility
- Facilitate innovative problem solving
- Address the deeper causes of conflict
- Empower participants and communities
- Break though isolation
- Bring healing and transformation

Some suggested initiatives the Indigenous Council will explore prior to the end of 2025 are:

- 1. A new hire mentorship program for Indigenous Workers
- 2. Implementing a process to allow for any Indigenous employee to have an Indigenous workplace peer or Indigenous Elder to be a witness in discipline or investigation meetings.
- 3. Any other initiatives the Indigenous Council would like to discuss and look to initiate.

LoU #9

RE: INDIGENOUS COUNCIL

Page 2 of 2

The Council will bring its recommendations to the General Manager who, in a process similar to JOHSC recommendations and work refusals, shall make a final determination on the Council's recommendations.

Signed this day of October 2025.

On Behalf of:

MOUNT POLLEY MINING CORPORATION:

LETTER OF UNDERSTANDING #10 BETWEEN

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(The "Company") AND

UNITED STEELWORKERS LOCAL 1-2017 (The "Union")

RE: ON CALL EMPLOYEES

The Parties agree that the Company may maintain an On Call Employee list comprised of experienced and/or previous Mount Polley employees only.

An On Call Employee is one who is not regularly scheduled to work, but is employed to relieve vacancies for vacation, sick leave, and other short term absences in the regular schedule as required by the Company or to perform emergency or non-recuring or irregular short term relief work as required by the Company, provided that an On Call Employee shall not be used for a period in excess of thirty (30) calendar days in any one assignment.

An "Overtime Sign Up Sheet" will be available from Wednesday to Tuesday for each crew. When Mine Operations is required to call in an employee to cover an unexpectedly absent employee, or short-term additional manpower requirements, they will utilize the "Overtime Sign Up Sheet". They will go through the list of hourly employees from the sign-up sheet, using the equitable rotation of overtime principles in Article 5.05 (point 6).

When all options on the Overtime Sign Up Sheet have been exhausted, On Call Employees will be called in order of seniority between them and will be rotated equally. On Call Employees shall accumulate seniority on an hourly basis. On Call employees shall have a seniority relative only to other On Call Employees. An On Call Employee's seniority shall be applied when calling them to work. Operations will document all call outs on the "On Call Employees – Call Out Form".

On Call Employees will be paid for the time they work and will also receive the applicable subsidy outlined in Article 20.12, if they are unable to ride the bus.

The On Call Employee seniority list shall be revised on the same frequency as the main seniority list and will show hours worked by classification and will be provided to the Union. The On Call employees must be qualified and competent to perform the work assignment. It is anticipated that all on call employees will have previous experience in the classifications that they are utilized in.

On Call employees are expected to work a minimum of two hundred and sixteen (216) hours in a calendar year. An On Call employee may be removed from the call list and their employment terminated if they fail to work 216 hours in a calendar year. An On Call employee shall be exempted from this requirement where the Company has not offered the On Call employee 216 hours over the course of a calendar year.

LoU #10 On Call Employees Page 2 of 2

On Call employees may apply for vacant positions (except for apprenticeships), but do not hold seniority over regular employees.

Should an On Call employee become the successful applicant and be hired on a full time basis, the employee's seniority will be calculated based on the conversion of hours worked to a calendar day.

The following chart outlines the application of the collective Agreement for On Call employees:

Applies	Does Not Apply
Article-1	Article 5 (except 5.05, 1 to 4, 6 and 5.06)
Article 2	Article 6
Article 3	Article 7
Article 4	Article 8
Article 4 Article 10 (except Apprenticeships)	Article 9
Article 11 (except 11.06)	Article 12
Article 14	Article 13
Article 15	Article 19
Article 16	Article 22
Article 17	
Article 18	
Article 20 (except coveralls)	
Article 21	
Article 23	
Article 24	
Appendix A	
Appendix B	In the of Article 6 and 7

On Call employees will receive 10.6% of their straight time pay in lieu of Article 6 and 7 entitlements.

Either Party, upon provide the other with notice in writing, may request the Parties meet and attempt to revise the terms of the above-mentioned Letter of Understanding, or discuss any issues that arise.

Signed in Williams Lake, British Columbia this day of Octobel, 2025.

For: MOUNT POLLEY MINING CORPORATION

UNITED STEELWORKERS LOCAL 1-2017

Rod Park