

*Given to the Union by the Company on February 15, 2019 on or about 3:00 pm.  
(Amended for corrections on February 18, 2019)*

*Subject to Errors and Omissions*

*[In light of the significantly changing circumstances of the mine, including the imminent layoffs associated with approximately 164 position reductions ( the "Quarter 1 Coal Transition Reductions"), and the potential for this Memorandum of Agreement to be ratified prior to the departure of those employees impacted by the Quarter 1 Coal Transition Reductions; the Company makes this extraordinary offer of settlement. Without limiting the foregoing, if this Memorandum of Agreement is not USW Local 1595 ratified by February 22, 2019, this and all the Company's prior monetary offers herein are withdrawn and revert to the monetary proposals given to the Union on January 25, 2019 on or about 12:00 pm]*

## **Memorandum of Agreement**

### **Collective Agreement Renewal**

**by and between the properly constituted Negotiating Committees of**

**SunHills Mining Limited Partnership**

**And**

**United Steelworkers, Local 1595**

**(herein after Referred to as "the Parties")**

**Whereas,**

**the Negotiating Committees have met in good faith and agree to the following terms and conditions herein,**

**Now therefore ,**

**the Negotiating Committees recommend to each of their respective constituents (SunHills Limited Partnership and United Steelworkers, Local, 1595 respectfully) to ratify this Memorandum of Agreement,**

**the Parties agree the following terms and conditions shall amend and renew the current Collective Agreement in effect between the Parties as follow:**

**THIS AGREEMENT MADE AND ENTERED INTO THIS FIRST FULL PAY PERIOD FOLLOWING SUCCESSFUL RATIFICATION BY BOTH PARTIES 3<sup>rd</sup> DAY OF MAY, 2014**

**between**

**SUNHILLS MINING LIMITED PARTNERSHIP, HIGHVALE MINE  
IN THE PROVINCE OF ALBERTA  
(hereinafter referred to as the Company)**

**OF THE FIRST PART**

**and**

**THE UNITED STEELWORKERS  
LOCAL 1595  
(hereinafter referred to as the Union)**

**OF THE SECOND PART**

**PREAMBLE**

The purpose of this Agreement shall be to establish, through negotiations, terms and conditions of employment relating to rates of pay, hours of work and other working conditions of employees, and to provide a method for negotiating settlement of disputes, complaints and grievances of employees, and to establish a harmonious relationship between the Company and the Union.

Where the masculine pronoun is used in this agreement, it shall mean and include the feminine pronoun, unless the context clearly provides otherwise.

## ARTICLE 1 - SCOPE

### 1.01

This Agreement shall apply to all employees of SunHills Mining LP, at the Highvale Mine, excluding Engineers, Surveyors, Engineering Technicians, Office & Clerical Staff, Assistant Purchasing Agents, Purchasing Agents, Foremen, and those above the rank of Foreman.

## ARTICLE 2 - RECOGNITION AND MANAGEMENT RIGHTS

### 2.01

The Company recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or its designated bargaining representatives, in all matters relating to rates of pay, hours of work, working conditions, disputes, complaints, and grievances of employees. The Company also agrees that the Union may have the assistance of a representative of the United Steelworkers in any or all negotiations or discussions between the parties to this Agreement.

### 2.02

The right to hire, ~~retire,~~ promote, demote, discharge or discipline for just cause, and to maintain discipline and efficiency of employees is the exclusive function of the Company, subject to the terms and conditions of the Agreement. All matters concerning the operation of the Company's business not specifically dealt with herein shall be reserved to the Company and be its exclusive responsibility.

Without restricting the generality of the foregoing, the Union further recognizes the jurisdiction of the Company over all operations, buildings, machinery, tools, and employees and the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities.

### 2.03

The Company and the Union agree that all persons on the property shall cooperate to promote safe work conditions, practices and enforcement of reasonable rules of conduct and safety on the property.

## ARTICLE 3 - UNION SECURITY

### 3.01

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within three days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment.

~~The services of an employee shall be immediately terminated upon the request of the Union, should such employee fail to apply for the Union membership as required above, and/or should he fail to maintain his membership in the Union in any manner and/or should he withdraw from the Union.~~

### 3.02

The Company and the Union agree that a foreman shall not perform the work that is performed by Union members, except in cases of an emergency nature, where it may be necessary for the foreman or relief foreman to take immediate corrective action, provided every reasonable effort has been made to obtain an employee for the work in question.

### 3.03

The scope of work at the Highvale Mine involves mining and reclamation activities performed up to and including top soil notwithstanding specialized project work.

## **ARTICLE 4 - CHECK OFF**

### **4.01**

- a. The Company agrees that upon written request by the Union, accompanied by signed authorization cards, all Union initiation fees, monthly dues, assessments or levies, shall be deducted for, and on behalf of all employees who are members of the Union, and such monies shall be made payable, for deposit only, in the Union Bank Account, and forwarded to the Secretary Treasurer of the Union not later than the 20th day of each month accompanied by a list of names of all employees for, and on behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of staff shall be forwarded to the Secretary Treasurer of the Union.
- b. In the event of a contractor or subcontractor being employed by the Company at the mine site or in the event of employees employed by contractors or subcontractors being directly or indirectly paid by, or under the control and direction of the Company on the mine site in excess of 24 man hours (excluding time spent on warranty work) in any calendar month, the Company will pay to the Union an amount equivalent to one month's union dues for each individual on the mine site in excess of 24 hours. A statement will be included with the remittance.
- c. The Company will supply the Union with a monthly statement on each contractor used indicating the Contractor's name, date started, length of time spent on job, number of people involved and the reason for using the Contractor.

## **ARTICLE 5 - Health and Safety**

### 5.01

A Joint Work Site Health and Safety Committee will be established and maintained as outlined in Clause 5.03.

### 5.02

The Company shall make provisions for the safety and health of the employees during working hours, and the Union, may from time to time, bring to the attention of the Company any recommended suggestions in this regard. Such recommendations shall be subject to negotiation between the Company and the Union.

### 5.03-

- a) The Joint Worksite Health and Safety Committee will be comprised of not more than three members from each party, one of whom must be the Union's Health and Safety Chair and alternate(s) to act in their absence. The Chair of monthly meetings and tours will alternate between the Company and the Union. This committee will participate in the monthly safety tours/inspections and the meeting that follows the conclusion of such tours. Minutes of this meeting will be recorded and forwarded to the Union Health and Safety Chair and will be posted on the appropriate bulletin board(s) within 7 days of the conclusion of the meeting. In addition, the Committee will review, on an on-going basis, the safety programs and procedures (including those related to accident and incident investigation) and, where applicable, propose improvements to the Company and the Union. The Committee will develop Safety Training in a joint format. The Company will make available information necessary to enable the Joint Worksite Health and Safety Committee to fulfill its function(s). With the agreement of the Employer, copies may be provided to the Union. The Union recognizes and commits that where the material provided is designated as sensitive to the Employer, it will be held in the strictest of confidence.
- b) Committee members will not suffer any loss of regular pay as a result of attending Health and Safety meetings. Committee members who are scheduled to attend meetings or investigations on their days of rest shall receive a minimum of 4 hours regular pay for time in attendance.
- c) A Union member of the Joint Worksite Health & Safety Committee will participate in the investigation of serious injuries and incidents at the worksite. If a union member of the JWH&S Committee is not available, an alternate will be substituted and, failing their availability, a member of the Union Executive will be used. In the event of a fatality the Union Safety Chair or Local Union President, or a designate will participate with the Company Representative during the investigation. The investigating Union member shall not suffer any loss of regular pay as a result of such an investigation.

### 5.04

Each crew must hold regular monthly safety meetings. In the event that an employee has not attended the monthly safety meeting, they will be provided with the pertinent safety information prior to the next monthly safety meeting. Minutes from these meetings will be recorded and posted on the appropriate bulletin boards prior to the next meeting. These meetings will include the reading of the previous meeting's minutes and updates to outstanding safety items from previous meetings. New suggestions or concerns may be raised.

### 5.05

The Company, with the assistance of the Joint Worksite Health & Safety Committee, will review and update when necessary, the procedure for working alone.

In the event an employee does not contact the Company Representative, the Company will contact the employee. The intent of this clause is the Company Representative will make contact approximately every two (2) hours.

### 5.06

- a. An employee injured in an industrial accident shall be paid for the time lost on the day he was injured at his regular daily earnings.
- b. Following the submission of documents to establish a WCB claim, should the Company request a meeting with an employee to discuss aspects of the claim other than improper documentation, the employee will be entitled to a Union representative who is either a WCB Committee member or a member of the Union Executive.

### 5.07

The Company shall pay for medical fees incurred for the purpose of receiving pre-employment medical examinations for all prospective new employees. An employee that does not complete their probationary period for a reason within their control (ie: voluntarily quits) will have these expenses deducted from their last pay.

### 5.08

Employees shall be provided free of charge approved high voltage gloves or hot sticks for the purpose of handling live trailing power cables.

### 5.09

a. The Company agrees to provide free of charge to employees, articles of clothing which are found, through negotiations, to cause undue expense to the employees and/or which may be necessary for the health and safety of employees. This provision does not mean clothing usually required for the job. The results of such negotiations shall be put in writing. The Company shall supply the following, free of charge:

Welder's Masks, Goggles & Gloves, Leather Aprons and Leather Arms, Rubber Boots and Rain suits.

Gloves will be supplied for specific working conditions at no cost to the employee.

b. The Company shall pay to each employee the sum of \$150.00 twice each year towards the purchase of work clothing or C.S.A. approved safety boots. The sum will be paid on the first pay date in June and December of each year to employees on the Company's payroll except to those that have been continuously absent or hired during the six (6) months preceding.

### 5.10

Employees are required to take good care of any articles loaned to them by the Company, and such articles must be returned to the Company on termination of employment.

### 5.11

Once every two years, the Company shall make available to all employees at no cost to any employee, a chest x-ray, pulmonary function test, and recognized hearing tests. A copy of the report shall be submitted to the employee. Employees will be paid at their regular rate of pay to a maximum of four hours in the event the tests are carried out on their non-scheduled shift(s).

### 5.12

The lock-out procedure is an integral component of the safety program on the property, as it relates to the protection of all individuals and equipment on-site.

### 5.13

The Company and the Union agree to comply with the provisions of the Occupational Health and Safety Act currently in effect as it relates to the right to refuse unsafe work.

#### 5.14

Unless the Mine Inspector chooses otherwise, the JWH&S Union Co-Chairman or their designate will accompany him on all work site tours and/or inspections. The Union will be notified in advance of scheduled mine site tours and/or inspections.

#### 5.15

The Company agrees to meet quarterly with the Union President, Union Health and Safety Committee Chair and one other Union representative to review the effectiveness of the JWH&SC, and to review safety concerns or suggestions that, because of their nature, are beyond the scope of authority of participants of the JWH&SC. The Managing Director, a Company member of JWH&SC, and the Human Resources Manager will attend these meetings. Meeting minutes will be jointly reviewed and signed prior to being posted. The minutes will be posted on the designated bulletin boards within five (5) business days.

#### 5.16

When required the Company will provide training for employees who have to operate equipment which require a license higher than Class 5.

### **ARTICLE 6 - LEAVE OF ABSENCE**

#### **6.01 Union Leave**

The Company agrees that leave of absence without pay but with maintenance and accumulation of seniority shall be granted subject to business requirements to any designated employee for the conducting of Union business at large.

- a. For periods not in excess of two weeks at any one time, one (1) week written notice being required, provided however, time spent by the negotiating committee of the Union may, where necessary, exceed such two weeks.
- b. For an indefinite period, ~~two weeks~~thirty days written notice being required.
- c. There may be circumstances where Union leave of an emergent nature may require a leave of absence where the union is not able to provide one (1) weeks written notice. In this circumstance the Local Union President (or designate) will contact the Mine's ~~General Manager~~Managing Director and advise as to the nature and request for the leave. Requests will not be unreasonably denied.

#### **6.02 Extended Leave**

- a. The Company agrees that a leave of absence without pay to a maximum of one year shall be granted to employees for good and sufficient reason. Such request for a leave of absence will be in writing and the response will also be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted. During a leave of absence of 30 calendar days or less all benefits will be maintained. Seniority will be maintained and accumulated on leaves of 30 calendar days or less, and maintained for that portion of a leave that is in excess of 30 calendar days. During a military leave of absence of 60 calendar days or less all benefits will be maintained. Seniority will be maintained and accumulated on military leaves of 60 calendar days or less, and maintained for that portion of a leave that is in excess of 60 calendar days. If an employee works

elsewhere, except for military leave, while on leave of absence, he will lose all seniority and drop to the bottom of the seniority list unless he has written permission from the Company to do so. Such leave shall be granted without discrimination, and in cases of leaves for periods in excess of three months, approval must be obtained from the Company and the Union.

An employee on approved leaves of 30 or more calendar days may continue benefit coverage for up to one year beyond the timelines set out above, by paying the full amount of the medical, dental, vision care and basic group insurances (excluding Short Term and Long Term disability coverage) premiums. The Company agrees to remit the same with its regular group billing returns. In order for an employee to be eligible for the provisions of the benefit plan, an employee must apply and remit payment to the Company prior to the billing date.

- b. In the event that an employee requests and is eligible for Maternity and/or Parental leave under the appropriate legislation in effect, the period of such leave shall be considered as Company service for seniority, pension and vacation entitlement (excluding vacation pay) purposes. An employee on approved Maternity and/or Parental leave may continue benefit coverage beyond the time limits as set out in 6.02 a. by paying the full amount of the medical, extended health, dental, vision care and basic group insurances (excluding Short Term and Long Term disability coverage) premiums. The Company agrees to remit the same with its regular group billing returns. In order for an employee to be eligible for the provisions of the benefit plans, an employee must apply and remit payment to the Company prior to the billing date. Upon the employee's return to work from the approved leave, the Company will reimburse the employee for the full cost of the premiums paid by the employee while on leave. If an employee works elsewhere while on leave of absence, he will lose all seniority and drop to the bottom of the seniority list unless he has written permission from the Company to do so.

### 6.03 Bereavement Leave

Special leave of absence with pay and with maintenance of seniority rights, shall be granted in cases of death in the employee's immediate family. Immediate family shall mean an employee's mother, father, brothers, sisters, spouse, children, mother-in-law, father-in-law and grandchildren. Such leave shall not exceed 24 scheduled working hours.

Spouse, as defined by Canadian Legislation shall include a common-law spouse who has cohabitated in a spousal relationship for a minimum of twelve months. Children shall include the natural or adopted children of a qualified common-law spouse.

In the event of the death of brothers-in-law, sisters-in-law, grandparents, or grandparents-in-law, 8 hours of leave shall be granted with pay and maintenance of seniority.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.01

#### Informal Resolution Step

Employees are encouraged to discuss issues with management on an on-going basis. If an employee feels their issue is unresolved, prior to filing a formal grievance they shall discuss the issue with their lead hand or foreman, with the assistance of their Union representative if requested. The following procedure will be followed:

1. Employee(s) will bring the issue forward to their immediate supervisor/Lead Hand as soon as the

employee(s) became aware of the issue.

2. The immediate supervisor/Lead Hand, upon receiving the issue and information from the employee(s) will have up to four (4) working shifts to respond in writing back to the employee(s).
3. Based upon the response of the immediate supervisor/Lead Hand the issue will be deemed to either be resolved or if no resolution is reached the employee(s) may file a grievance.

### **Grievance Process**

All grievances, except as provided for elsewhere in this agreement, and those relating to an employee who has acquired seniority and has been discharged, shall be dealt with by following Steps 1 and 2 of this procedure. The grievance of a discharged employee as noted above shall be taken up at Step 2 within fourteen (14) days after the day the employee has been terminated from the Company.

#### **Step 1**

In the event a grievance arises during the currency of this Agreement, the employee(s) concerned shall within fourteen (14) days after the employee knew or ought to have known of the issue giving rise to the grievance, refer the issue in writing signed by the employee(s), to a shop steward or executive member who, will promptly take the matter up with the designated Company representative. The designated Company representative and other Company representatives shall discuss the grievance with a member of the Union's Grievance Committee and a Shop Steward (with the employee(s) concerned encouraged to attend), and shall render a decision within fourteen (14) calendar days of being notified of the grievance.

#### **Step 2**

In the event that the designated Company Representative does not give a decision satisfactory to the Union within the period prescribed above, the Grievance Committee may, within fourteen (14) days, refer the written grievance to the Managing Director/designate. The Managing Director/designate and other Company representatives shall discuss the grievance with the Grievance Committee and a third designate (with the employee(s) concerned encouraged to attend), and shall render a decision within fourteen (14) calendar days of the Step 2 meeting. This time may be extended by mutual agreement.

### **ARBITRATION**

In the event a grievance is not settled through the procedure outlined above, either party may, within fourteen (14) calendar days after the Managing Director's decision in Step 2, submit the grievance to an Arbitrator. Arbitrator selection shall be by alphabetical order from the following panel, if available to act. The selection of an arbitrator for the next arbitration shall commence with the next name.

1. Alan Beattie
2. Andrew Simms
3. Christopher Sullivan
4. David Tettensor

The Arbitrator shall convene a hearing and render a written decision after the completion of taking evidence deciding the matter at issue within the existing provisions of the Agreement. In no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

The decision of the Arbitrator shall be final and binding on both parties.

The fees and expenses of the Arbitrator shall be shared equally between the parties. Each party shall pay its own costs and expenses including the fees and expenses of its own witnesses and of its own representative.

## **7.02**

The Union shall promptly notify the Company of the personnel of its Grievance Committee and the Shop Stewards and of any change in personnel, and the Company shall notify the Union of the names of the designated Company representatives with whom grievances shall be discussed as set forth in Clause 1 of this Article.

## **7.03**

In the discussions of grievances with representatives of the Company, the Grievance Committee may be accompanied by a representative of the United Steelworkers.

## **7.04**

As far as practicable, all grievances shall be dealt with during working hours, and no employee or members of the Grievance Committee or Shop Steward will suffer loss of pay by reason of time spent in discussing grievances with representatives of the Company.

Subject to the forgoing, Shop Stewards and/or Grievance Committee members requested by the Company to meet outside regular working hours will be paid at regular rate for the time spent at the meeting when such meeting occurs in conjunction with regular working hours, a minimum of three (3) hours at the straight time regular rate. Such meetings shall only be in conjunction with regular working hours.

## **7.05**

The Grievance Committee shall consist of **two** employees only. The Union Local President **or designate** may also attend grievance meetings.

## **7.06**

Grievances alleging violations which directly involve more than one employee and which are sufficiently common in nature that they may be conveniently dealt with together, by mutual agreement, may be submitted as one grievance at either Step 1. Policy grievances will be filed at Step 1 of the grievance procedure. The time frames for submission and progression, and the representation at the meetings, will be the same as in the steps set out preceding, except that normally not more than two of the employees will attend.

## **7.07**

There shall be a maximum of twelve Shop Stewards at the Highvale Mine covered under the scope of this Agreement.

## **7.08 - Expedited Arbitration**

(1) If no settlement is reached in Step 2 of the Grievance Procedure, the Local Union Grievance Committee or the Company may appeal the grievance(s) to the Expedited Arbitration

Procedure. Grievances appealed to the Expedited Arbitration procedure must have mutual agreement from the parties before proceeding.

(2) The party appealing the grievance(s) to Expedited Arbitration shall notify the other party in writing within fourteen (14) days of the final disposition of the grievance(s) at Step 2 of the grievance procedure. If the Company and Union representatives agree that the issue should be handled in Expedited Arbitration, it should proceed as follows:

(3) The list of members of the arbitration panel applicable to the mine site shall be maintained alphabetically to be used by fixed rotation. The next panel member shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Company and the Union. The date for the hearing shall be within thirty (30) days of the appeal unless an extension of time is mutually agreed by the Company and the Union.

(4) Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of the Local Union and designated representative of the Company and neither shall have completed a formal legal degree. Witnesses' attendance at the hearing will be limited to the time necessary to give his or her testimony.

(5) The hearing shall be conducted in accordance with the following:

i. The hearing shall be informal.

ii. No briefs shall be filed or transcripts made.

iii. There shall be no formal evidence rules.

iv. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

v. If the arbitrator concludes or both parties agree at the hearing that the issue should be withdrawn from Expedited Arbitration, the case shall be referred back to the Second Stage of the grievance procedure and it shall be processed as though appealed on such date. The Expedited Arbitrator shall have the same powers and be subject to the same limitations as the Board of Arbitration save and except as expressly provided in the following paragraphs.

vi. The decision of the Expedited Arbitrator shall only be applicable to the cases in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.

Notwithstanding any condition contained in this Agreement, the decision of the Expedited Arbitrator shall:

i) Be consistent with the provisions of this Agreement, and

ii) Be confined to the grievance referred to him.

vii. Time limits may be extended by written mutual agreement.

## **Article 7.09 - Rules of Procedure for Expedited Arbitration**

1. The Expedited Arbitration Procedure will provide a quick, inexpensive, effective and informal alternative to the regular arbitration procedure.
2. The focus of the Expedited Arbitration Procedure will be to provide a quick decision that resolves the grievance referred but does not establish a precedent that binds the parties.
3. The parties shall mutually agree to an Arbitrator within 14 calendar days of referral to Expedited Arbitration and failing to do so results in a withdrawal from this optional Expedited Arbitration process. The foregoing timeframes may be extended by mutual agreement only.

**If an Arbitrator is unable to continue to act as an expedited arbitrator, a new arbitrator will be appointed to the panel by mutual agreement between the parties.**

### 4. Liaison with the Expedited Arbitration Panel:

- a. General problems or concerns relating to the Expedited Arbitration Procedure will be discussed by the parties at the direction of:
  - The USW Staff Representative
  - The Managing Director of SunHills or Designate

### 5. Referral of Grievances to the Expedited Arbitration Procedure:

- a. Once the parties agree to refer a grievance to the Expedited Arbitration Procedure the representatives listed in 5 above will canvas the arbitration panel to determine an available arbitrator. The first available arbitrator will be assigned the grievance or grievances referred, agreeing to hold the hearing within thirty (30) days and render a decision within ten (10) days of concluding the hearing.
- b. The Expedited Arbitrator assigned will be provided with a copy of the grievance or grievances referred, a copy of the relevant Collective Bargaining Agreement and contact information for the parties.
- c. After agreeing to hear a grievance or grievances under the Expedited Arbitration Procedure, the Arbitrator will contact the officials of the Company and the Local Union to determine the date, time and place, off Company premises, for a hearing.
- d. The Arbitrator will not be assigned more than four cases per hearing day and shall not be requested to conduct more than two consecutive days of hearings.

### 6. Conduct of an Expedited Arbitration Hearing:

- a. The Expedited Arbitration Procedure will proceed via an agreed statement of facts and a statement of facts in dispute.
- b. Witnesses may be called to provide evidence. All witnesses will be sworn and subject to cross examination.

c. Arbitration citations will be limited to non-expedited arbitration decisions in which the Company and Union are parties, which are on point, related to the facts in dispute and are essential to the proper determination of the case.

d. Both written and oral argument may be presented.

8. Decisions: The Arbitrator may exercise discretion to render an oral decision at the hearing followed by a written decision with ten (10) days or may adjourn the hearing to consider the evidence and issue a written decision within ten (10) days.

a. Decisions shall contain a brief statement of facts and contractual reliance on which the arbitrator will have based his/her findings and decision.

b. Each decision shall contain a heading identifying:

(i) Expedited Arbitration.

(ii) Company Location.

(iii) USW Local Union number involved.

(iv) Grievance number.

(v) Date of hearing.

(vi) Signature and typed name of Arbitrator.

c. Decisions shall be mailed (electronically) to the designated parties not later than ten (10) days after the close of the hearing (excluding Saturdays, Sundays, and holidays). In no case will decisions be given or sent to only one of the parties. Decisions shall be mailed (electronically) to all the parties at the same time.

d. It shall be the responsibility of each of the parties' representatives, accountable for the presentation, to give the arbitrator the names of those to whom a copy of the decision is to be mailed.

9. Fees Paid to Expedited Arbitrators and Expenses:

a. The arbitrator shall be paid on the basis of per hearing day which shall include his/her written decision on cases heard in such hearing day.

A normal hearing day shall be from 9:30a.m. to 12:30p.m. and 1:30 p.m. and 4:30 p.m.

b. Fee Schedule for Hearings:

Fees will be mutually agreed by the parties.

c. Expenses

(i) Travel expenses shall be paid when the hearing is scheduled away from his/her normal base of doing business.

(ii) If an overnight stay is required in some unusual circumstances, the arbitrator shall be paid for overnight lodging and meals.

d. The Arbitrator shall bill each of the respective parties for one-half of the total fees and expenses. Prior to the hearing, the Local Union and Local Management will give the arbitrator the name, position and address of their designated representatives to whom the arbitrator shall forward billings and decisions. It will be the arbitrator's responsibility to make sure that he/she has such information prior to the close of the hearing.

## ARTICLE 8 - SENIORITY

### 8.01

The seniority and service of an employee shall be mine site wide and shall be based upon continuous service with the Company and shall date from the time he last entered the service of the Company, subject to the following:

- a. An employee shall acquire seniority when he has completed his probationary period of 480 regularly scheduled hours worked, and upon completion of this period, his seniority shall be retroactive to the date of his hiring. The Company will conduct a performance evaluation for each probationary employee after 360 regularly scheduled hours. If the employee's performance is called into question, the Company will meet with the Local Union President, or his designate, to discuss the employee's performance prior to the completion of the probationary period.
- b. Continuous service of an employee shall be broken and seniority shall terminate by reason of any of the following:
  - (i) Dismissal for just and reasonable cause;
  - (ii) Voluntary resignation;
  - (iii) Failure to report for work within 10 working days after being notified to report following a layoff, unless the employee can give a reason satisfactory to the Company for his failure to report within the time prescribed;
  - (iv) A continuous layoff which is equal to one-half of the employee's seniority at the time of layoff, but in no event shall this period exceed two years, i.e. one year of service six months.
  - (v) If an employee is absent in excess of a full working tour and fails to ~~he~~ notify the Company of such absence the employee shall be deemed to have voluntarily terminated employment with the Company except where an employee can provide reasonable explanation.

NOTE: Should an employee break service or lose seniority for any of the foregoing reasons and be subsequently rehired, such employee shall commence employment as a new employee and shall not have any service or seniority from any previous employment with the Company.

- c. Subject to 8(b)(iv) an employee's seniority and service shall accumulate during a period of layoff due to lack of work.

### 8.02

Employees shall not be laid off, recalled, promoted or demoted until the Union has been notified of the names of the persons affected and the reasons for such action and a consultation with the Union has taken place in respect to the matter.

In cases of terminations, the Union President, or his designate, will be notified, as soon as possible, but not beyond the next working day.

### 8.03

The Company agrees to prepare and post not later than January 31st and July 31st of each year, or at such other time as may be mutually agreed upon, in places easily accessible to all employees, a list of the names of all employees, showing their job classifications, rates of pay and combined seniority standing, the latter being open to protest by employees for 30 days from the date of such submission. Upon proof of error being established by a representative of the Union, correction shall immediately be made. The Company will supply the Union with a copy of seniority lists and corrections thereto, within two working days excluding Saturdays, Sundays and holidays.

## ARTICLE 9 - REDUCTION IN BARGAINING UNIT EMPLOYEES

### 9.01

When reducing employees, senior employees, ability being sufficient to perform the duties required for the position to be filled, shall be retained. A reduction of employees due to emergency conditions arising in the plant for periods not in excess of two days may be made without reference to seniority. However, every effort shall be made to provide work for employees who would otherwise be laid off.

### 9.02

a. The Company shall give employees written notice of permanent layoff of at least:

- One week after ~~three months~~ 90 days;
- Two weeks after two years;
- Four weeks after four years;
- Five weeks after six years;
- Six weeks after eight years; or
- Eight weeks after ten years.

a.b. Permanent layoff shall mean a planned layoff of 60 or more calendar days duration.

Benefits will be maintained for 45 days following layoff, exclusive of STD, LTD, Life Insurance and AD&D.

b.c. Employees who are laid off and where the layoff is effective immediately and without notice will be entitled to pay in lieu of notice.

### 9.03

- a. In the event of reduction of work in a classification, the employee affected shall be given up to 24 consecutive hours to displace any other employee in any pay classification provided the employee has more seniority than the employee displaced. Circumstances may arise where an employee may require more time to displace another employee. In this event, the employee may request a time extension from the Company and an additional 24 consecutive hours may be granted. Such requests will not be unreasonably withheld, provided they were submitted for good and sufficient reasons. The employee displacing must have the ability to perform the work of the classification which such employee is going into and the trial period shall not apply when the

anticipated time period for layoff is less than six months. Should the employee be unsuccessful in completing the trial period or fail to exercise his right to displace another employee within 48 consecutive hours of receiving written notification of his right to displace, he will be assigned to the classification of labourer, but will not be restricted in bidding out of the labourer position by Article 11.06.

- b. Any bidding procedure that is being contemplated or underway in accordance with Article 11 will be reviewed with the Union and when deemed necessary upon mutual agreement, will be delayed or suspended until the reduction is completed.
- c. The Union and the Company agree that during the bumping procedure, when an individual bumps into a position that requires a trial period, and the individual either is unsuccessful in passing the trial, or discontinues the trial, they will revert to a Labourer's position. The position that the employee vacates will then be filled by using the bidding procedure outlined in Article 11.
- d. Once an employee is enrolled in the Apprenticeship Program outlined in this collective agreement, and there is a reduction in the workforce, the apprenticeship position can only be displaced by a bargaining unit person who has more seniority and equal or better qualifications.

## **ARTICLE 10 - INCREASE IN BARGAINING UNIT EMPLOYEES**

### **10.01**

When increasing employees, consideration will be given, wherever possible and practical, to local area people being employed. Employees laid off because of reduction in staff shall be returned to service first, ability being sufficient to perform the duties required for the position to be filled, in order of seniority. Notification of rehiring shall be electronic mail or by registered mail addressed to the last address which the employee shall have recorded with the Company, and a copy of such notice shall be given to the "Recording Secretary" of the Union. Until such time as employees recalled to work actually report back to work, the Company shall be entitled to hire employees on a temporary basis.

## **ARTICLE 11 - PROMOTIONS AND VACANCIES**

### **11.01 Posting Procedure**

- a. Notice of new positions, including the day shift labourer position (except students), or vacancies of a promotional nature coming within the scope of this Agreement, shall be issued from the office of the Manager and shall be posted for eight days in places accessible to all employees. A copy of said postings shall be supplied to the Union. Each vacancy will be posted not later than seven days from the date that the Company became aware of the vacancy. Each posting will set forth the title of the job, the rate of pay, the crew designation and shift schedule of the initial vacancy, the closing date of the posting and, for vacancies in Pit Operations, the equipment number of the initial vacancy, and for vacancies in the Coal Handling Plant, the initial vacant position.
- b. Postings for new positions shall include a description of the position. For the purposes of job posting, a new position is one which has not existed prior to the time of posting and does not include replacement equipment. All new positions and apprenticeships will be bid and Article 11.06(a) will not apply.
- c. ~~e.~~ The provisions of this Article 11 will apply to the filling of new classifications. Any new permanent classifications coming within the scope of this Agreement will be the subject of

negotiations between the Company and the Union Executive. Failure of the parties to agree on any aspect of new or changed classifications will result in the matter being referred to the Grievance Procedure at Step 2.

- d. In the event that a posted job has been cancelled for reasons other than an employee withdrawing his bid, the Company will advise the Union, in writing, of the reasons for the cancellation.

### **11.02 Bid Procedure**

- a. Employees in any classification shall be entitled to submit a bid for such positions or vacancies by means of triplicate written applications, with one copy each for the Company, the Union and the applicant. No application from employees received later than the posted closing date will be considered.
- b. Employees must complete all applicable sections of the Bid Sheet. The Company and the Union shall jointly review the Bid Sheets at the time of bid closure. When an employee is bidding more than one job, one Bid Sheet must be used for each vacancy or position. Should the Bid Sheet not include sufficient information to clearly identify an employee's preference or if essential information is missing, the bid will be excluded.

### **11.03 Selection Process**

- a. (i) New positions or vacancies shall be filled, ability being sufficient to perform the duties required for the position to be filled, on a basis of seniority.  
(ii) Prior to the start of an employee's shift, an employee's request to fill a particular vacant position when their bid unit and/or position are not available will be granted on the basis of operational requirements, seniority, and ability to do the work. The employee shall approach the Supervisor no later than twenty (20) minutes prior to the start of shift.
- b. (i) The successful applicant will be confirmed in the position unless he withdraws his application within three days of being posted as the successful applicant. Should an applicant withdraw his bid the name of the next successful applicant will be posted for three days and confirmed in the position unless he withdraws his bid within three days of the posting of his name. The selection process will continue until an applicant is confirmed in the position.  
(ii) The successful applicant will be confirmed and placed in the position, within 45 days. An employee not placed into their bid position within the above time frame will be paid the rate of pay for the bid position if that rate of pay is higher, for all hours worked.  
(iii) Notwithstanding either Article 11.05 of 11.06(a), when an employee has been posted as the successful and has not been transferred to his new position within the time period outline in Article 11.03(b), he may withdraw from the position without penalty provided the withdrawal is submitted in writing to the Company. In either event, the Company may initiate a legitimate transfer either prior to the expiration of the transfer period of the receipt of a withdrawal.
- c. In the event the Company is unable to fill the position created by the initial vacancy from

amongst the employees on the mine site, the following procedure to fill the vacancy will be used:

- i. Re-bidding the position(s) without restrictions
- ii. Employees who have not completed the probationary period specific in Article 8 will be asked, in order of their hire date, if they would accept the posted position. Employees who have had the documented performance problems, or a sub-standard evaluation, will be excluded from the process;
- iii. Post the vacant position externally;
- iv. If the Company posts the position as indicated in iii), above, then they may temporarily assign a current qualified employee to that position for a period not to exceed 45 days;
- v. The Union shall receive a copy of all such postings

#### **11.04 Trial Period**

- a. For the purpose of this Collective Agreement the trial period refers to 480 hours working on the job to which the employee has been promoted.

If the employee has completed some amount of hours on the job and has demonstrated the necessary skill to qualify for the promotion in question, the employee will be considered as having passed the trial. The Company will review the employee's performance and will notify the Union that the employee has completed his trial.

- b. Employees accepting promotions to a new position or vacancy may be required to take a trial period working on the job to which they have been promoted. In cases of there being any question as to his ability, and during this period, he shall be given both practical training from an individual with previous relevant experience and the necessary instruction for the position concerned. If such employee pulls their bid within such time they shall revert to a Labourer position without loss of seniority and will be subject to the penalties outlined in Articles 11.05 and 11.06(a). If, before the expiry of the trial period, it appears that such employee is incapable of qualifying for such position the Company may, after consultation with the Union, require him to revert to his former position or upon mutual agreement a reasonable and agreed upon time extension may be granted for the purpose of training, and where the employee has not received 48 work hours of practical training from a qualified individual, there will be no penalty applied. Where the employee has received the minimum training and the Company feels he does not qualify within such time, he may revert to his former position without loss of seniority and shall be subject to a penalty of (18) eighteen months as outlined in Article 11.05, but the penalty outlined in Article 11.06(a) will not apply. Employees upon transfer and on the trial period shall be paid at the rate of the new position or vacancy. In the event of a dispute between the Company and the Union regarding an employee's ability to operate equipment, a suitable method, practical test, instrument or device shall be installed on that particular piece of equipment to determine and record the operation, and a tolerance of 10% against the most efficient operator of comparable equipment shall be allowed.
- c. Employees who have previously worked 480 hours within a twelve month period, or previously held the bid position, at a job classification other than their normal bid classification, shall not be required to take a trial period in the same job classification. It is the employee's responsibility to verify the periods of time(s) previously worked in the classification in question.
- d. An employee removed from a temporary bid prior to completing the trial period may, at his request, have hours worked in the position on the temporary bid deducted from a future trial period, provided the return to the position occurs within six weeks of his removal.

- e. Successful bidders to the shovel operator, excavator operator, front end loader, dragline operator and dragline oiler position may be required to complete a progressive training program in order to advance to their bid unit. If the progressive training program is to exceed 480 hours the Company will notify and review the employee's progress with both the employee and Union. For the purpose of evaluation only, the 480 hour trial period will begin once the employee has advanced to his bid unit.

### **11.05 Temporary Positions**

Employees who do not successfully complete the trial period will revert to their former position. Such employees will not be eligible to rebid for that position for a period of (18) eighteen months, unless otherwise mutually agreed by the Company and the Union.

### **11.06**

- a) Unless otherwise agreed between the Company and the Union, employees may not bid for a period of six months after being posted as the successful applicant.
- b) Employees who successfully hold a temporary bid position will not be restricted from bidding on a permanent bid position within the same classification.
- c) Certified Tradesmen, who have been apprenticed toward their chosen trade, sponsored by the Company, may not bid out of their trade for a minimum of the same additional amount of time that the Tradesman has spent, sponsored by the Company, in the Trades Apprenticeship Program.
- d) Effective January 16, 2012, newly hired tradesmen may not bid out of their trade for a minimum of four (4) years from date of hire.

### **11.07**

- a. An employee required temporarily to fill other positions, paying a higher rate of pay shall receive the rate for such position for the time worked in the higher paying position, but if required temporarily to fill a position paying a lower rate, shall continue to receive the rate payable for his regular position. The parties agree that the intent and application of this Article is for short duration (ie: sickness bereavement, family emergency and for operational requirements).
- b. In the event an employee has to be transferred from his bid position, the Company will consult with the employee prior to such transfer taking place.
- c. In the event the Company requires an employee to transfer from his bid position to another permanent position for a period of (45) forty-five days or more, the Company will bid that position on a temporary basis.

### **11.08**

The Company agrees to notify the Union and post in places accessible to all employees all positions outside the jurisdiction of this Agreement as such positions are created or become vacant and employees shall be given full opportunity to make the proper application for such positions.

## 11.09

In the circumstances where an employee is absent on sick leave or Worker's Compensation, the Company agrees to hold open the employee's bid position for a period of 18 months, and in the interim may bid that position on a temporary basis. Other vacancies arising out of the initial vacancy may also be bid on a temporary basis. In such situations the trial period shall apply with the exceptions of Shovel Operator, Dragline Operator, Coal Handling Plant Operator, Front-End Loader Operator, Shovel Operator, Excavator Operator and Drill Operator. The absent employee shall continue to accumulate seniority for 36-month period. Employees filling these temporary positions or consequential temporary positions shall be confirmed in the positions after 18 months. In the event the absent employee returns within 18 months fit for full duties, affected employees holding the temporary bids shall be returned to their former positions. After 18 months the returning employee will:

- i. Return to any vacancy in the employee's previous bid classification or, if no such vacancy exists,
- ii. Claim any vacancy that exists in a bid classification that he has previously held or is qualified to perform and the trial period shall apply.
- iii. In the event the absent employee's employment is terminated for any reason during the eighteen (18) month period that employee's position will be bid as per Article 11.01.

## 11.10

a. In addition to the requirements of Article 11.04, employees are required to have the following documented experience when bidding:

- when bidding on a dragline operator's position
  - 8 months experience as a dragline oiler, or
  - currently trained as a dragline operator, or
  - verifiable off-site dragline operator experience and successfully pass a Field Assessment, or
  - dragline dozer operator that is qualified as a dragline oiler
- when bidding on an ultra-class (50 yards plus) shovel operator's position
  - 8 months experience as a shovel oiler, or
  - currently trained as an operator on the ultra-class shovel (50 yards plus), or
  - Level 3 dozer that is qualified as an ultra-class shovel (50 yards plus) oiler
- when bidding on a coal handling plant operator's position 4 months experience as a coal handling plant oiler

b. In addition to the requirements of Article 11.04, employees are required to have the following documented experience when bumping:

- when bumping on a dragline operator's position,
  - 8 months experience as a dragline oiler, or
  - currently trained as a dragline operator, or
- when bumping on an ultra-class (50 yards plus) shovel operator's position,
  - 8 months experience as a shovel oiler, or
  - currently trained as an operator on the ultra-class shovel (50 yards plus), or
- when bumping on a coal handling plant operator's position
  - 4 months experience as a coal handling plant oiler

During this period, dragline oilers will be given the opportunity to become familiar with all phases of the specific classification's operation and general maintenance, including spending some time actually operating as an operator trainee.

## 11.11

Employees who are successful on bidding on a dragline oiler vacancy, who either claim or can verify previous experience as an operator or oiler on a dragline, may be given the opportunity to demonstrate their skills. Employees who are unable to demonstrate a satisfactory skill level will progress in the oiler classification as per the normal training procedure.

## 11.12

Employees bidding/bumping onto crawler tractors, excavators, or loaders must meet the requirements as follows:

- a. Employees bidding/bumping onto Dragline Dozer must hold a Dozer Operator bid or be on the Dozer Operator qualified overtime list.
- b. Employees bidding/bumping onto Excavator Site 20 yards or over or must hold an Excavator Tractor Operator or bid or be on the Excavator Operator qualified overtime list.
- c. Employees bidding/bumping onto Front End Loader 20 yards or over must hold a Front-End Loader Operator bid or be on the Front End Loader Operator qualified overtime list.

## **ARTICLE 12 - DISCIPLINE**

### **12.01**

The Company agrees to forward copies of all written warnings, notices of demotion, suspension or termination to the Union for their records. The Company agrees that discipline will be removed from an employee's employment record upon completion of an 18 month period in which the employee was discipline free and will not be used in any disciplinary actions thereafter. Discipline related to drugs or alcohol will be removed from the employment record after a 24 month period in which the employee was discipline free.

For the purposes of this article the discipline free period will commence the day following the issuance of the discipline. Upon mutual agreement by the Company and the Union, the discipline free period may be extended by the amount of time employees are absent from work for periods in excess of 30 calendar days, excluding vacation and WCB.

### **12.02**

- a. A steward will be present when an employee is disciplined.
- b. The Highvale Local Union President (or his designate ~~from the Highvale~~), will be present when the disciplinary action for an employee results in discharge.
- c. When the Company holds formal investigative meetings with an employee in which discipline is being contemplated for that employee, it will be conducted in the presence of a steward. Employees who are scheduled to attend such meetings on their days of rest shall receive a minimum of 4 hours regular pay for time in attendance.

- d. Should a steward be unavailable, a member of the ~~Highvale~~-Local Union Executive may attend.
- e. The unavailability of appropriate union representation will, where necessary, result in the granting of an extension to the time period for imposition of discipline as stated in 12.03.
- f. Notwithstanding the requirement for union representation, should the Company be unable to contact an employee, and/or should an employee be unable or unwilling to attend a meeting, the Company may proceed with disciplinary action. Any such disciplinary action will be communicated to the Union.

**12.03**

- a. Employees shall be disciplined within eight of the employee's working shifts from the later of the date of the incident or the date from which the Company was aware of the incident. This time may be extended by agreement between the Company and the Union.
- b. Employees who are involved in occurrences in which Company property is damaged and who fail to report each occurrence to their supervisor without delay, will be subject to discipline.

**12.04**

Upon request, an employee may review his personnel file in accordance with the following criteria:

- a. The review must occur outside of the employee's working hours at a time mutually agreed to between the employee and the Company;
- b. The review must occur in the presence of a representative of the Company; and
- c. A union representative may accompany the employee

**ARTICLE 13 - GENERAL HOLIDAYS**

**13.01**

The following days shall be observed as holidays without deduction of pay therefore:

New Year's Day	Thanksgiving Day
Christmas Day	Remembrance Day
Boxing Day	Family Day
Good Friday	Canada Day
Easter Monday	Labour Day
Victoria Day	1st Monday in Aug

**13.02**

When any of the above mentioned holidays fall during the period of an employee's regularly assigned day or days of rest, the following regular working day shall be observed as the day of rest.

### 13.03

All time worked on a holiday as specified in Clause 1 of this Article, shall be paid ~~at two times the employee's regular rate of pay in accordance with Article 16~~ in addition to pay for the full holiday at the employee's regular rate of pay. If overtime is worked, the overtime provisions of Article 16 shall be invoked.

### 13.04

- a. An employee is not entitled to general holiday pay if the employee does not work on a general holiday when required to do so, or is absent from employment without the consent of the employer on the employee's last regular work day preceding, or the employee's first regular work day following, a general holiday.
- b. It is agreed by the parties that an employee using sick leave hours, per Article 20.01, on either the preceding or following qualifying days outline outlined in 13.04 (a) above shall be paid holiday pay in accordance with Article 13.

### 13.04

~~Employees will not be entitled to General Holiday pay for any General Holidays which occur in their first 30 days of employment.~~

### 13.05

For the purpose of the 12-hour shift schedule, a General Holiday will begin at 7:00 a.m. on the day of the General Holiday and end at 7:00 a.m. on the day following the General Holiday with the exception of Christmas Day, Boxing Day, New Years Day which will be observed from 7:00 p.m. of the day preceding the General Holiday until 7:00 p.m. on the day of the General Holiday.

- a. The days listed as per Article 13.01 shall be observed as holidays with 12 hours pay per employee normally scheduled to work, and eight hours pay per employee not normally scheduled to work.
- b. When any of the above mentioned holidays fall during the period of an employee's regularly assigned day or days of rest, there will be no additional time off granted, nor will overtime be incurred.
- c. All time worked on a General Holiday will be paid as per Article 13.03 of the Collective Agreement. A General Holiday will be observed as defined in 13.01.

### 13.06

For the purpose of the 10-hour shift schedule, the days listed as per Article 13.01 shall be observed as holidays with eight hours of pay per employee.

**ARTICLE 14 - ANNUAL VACATIONS**

**14.01**

- a. All employees covered by this Agreement shall be entitled to vacation with pay based upon years of continuous service as computed on the employee's anniversary date of employment.

<b>Complete Years of Service</b>	<b>Vacation Entitlement</b>
One Year	80 hours pay
Three Years	120 hours pay
Nine Years	160 hours pay
Nineteen Years	200 hours pay
Twenty five years	208 hours pay
Twenty six years	216 hours pay
Twenty seven years	224 hours pay
Twenty eight years	232 hours pay
Twenty nine years	240 hours pay

- b. During the first year of employment, an employee may elect to take eighty (80) hours of vacation entitlement after six (6) months of continuous service. A vacation of eighty (80) hours per year shall be taken each calendar year thereafter.
- c. During the calendar year in which an employee completes the required years of service per 14.01 (a), the employee shall be entitled to the vacation entitlement as per 14.01 (a). A similar vacation shall be taken each calendar year thereafter.

**14.02**

Employees will indicate vacation period preference in advance of November 1st of each year for the following calendar year's vacation. Vacation schedules approved by management shall be posted by the Company by December 1st.

~~At the request of an employee and as approved by the Company, an employee with twenty-five (25) years or more of service may take 200 hours of vacation together with a vacation payout equivalent to any regular vacation entitlement over and above the 200 hours of regular vacation.~~

- (i) In the event that an employee fails or chooses not to indicate vacation preference in advance of November 1st of year, vacation scheduling will revert to first come, first serve basis. All remaining hours of vacation, must be submitted no later than April 1st.
- (ii) Employees may use the necessary vacation hours to allow them to complete a tour of their vacation schedule, which carries over into the following year. Vacation scheduled under these circumstances will take priority over subsequently requested vacation.
- (iii) Vacation bookings to a maximum of one hundred forty four hours (144) in one vacation period will be assigned by seniority, during peak vacation periods, until all employees have been assigned one vacation period, subject to Article 14.101.
- (iv) For the application of Article 14.023 (c) peak vacation periods will be identified as the time period between the 3rd week of May and 2nd week of September.

**14.034**

Vacation pay shall be either two weeks, three weeks, four weeks, five weeks or six weeks (or portion thereof) pay or 2/52, 3/52, 4/52, 5/52 or 6/52 (or portion thereof) of the total earnings earned during the year the vacation was earned, whichever is the greater figure had he worked, as calculated ~~on the employee's anniversary date at the end of each calendar year. The greater of will be paid out by the last pay period of February.~~

**14.045**

Notwithstanding the foregoing, employees who are or were absent from work due to a layoff shall be entitled to vacation and receive vacation pay on a prorated basis relating to time actually worked.

**14.056**

Notwithstanding the foregoing, employees who are or were absent from work on WCB, STD/LTD for a period of one year or more shall be entitled to, on a pro-rata basis relating to time actually worked, vacation and vacation pay.

Employees who are or were absent from work on WCB, STD/LTD for a period of less than one year shall be entitled to vacation and vacation pay in accordance with Article 14.01 and 14.034.

**14.067**

Seniority shall govern selection of vacation dates in cases of disputes. On or before October 1st of each year, a vacation planner will be posted, in a place accessible to all employees, for the purpose of requesting vacations for the subsequent calendar year. Employees will request vacation on the posted planner prior to the closing date, which will be November 1st. Vacations will then be approved on the basis of seniority and the completed vacation planner will be re-posted, by December 1st. The dates for posting and re-posting of the vacation planner may be altered by mutual agreement.

When an employee bids to another classification, they may be required to resubmit their request for vacation approval.

Employees may then request vacations, including requests for less than one work tour, on a "first come, first serve" basis, for dates that remain available for vacation requests. These approved requests or changes will be confirmed in writing.

**14.078**

When a recognized holiday or holidays fall on one of an employee's scheduled vacation days, he shall take an extra day or days vacation with pay, to be taken either at the beginning or end of the vacation if scheduled, or at another time mutually agreeable to him and the Company.

**14.089**

Upon termination, an employee shall receive the unused portion of earned vacation in the form of vacation pay based upon his entitlement as provided for in this Article.

**14.10-09**

Vacations are not cumulative and must be taken in full each calendar year. All outstanding vacation days, unless a carry-over is approved, will be forfeited and will be paid out by the last pay period of February, notwithstanding Article 14.056. Requests to carry over vacation, for good and sufficient reasons, will not be unreasonably withheld.

**14.101**

Vacations for eligible employees will be granted as far as is practical, at times most desired by employees; provided however, the Company reserves the right of allotment of vacation periods in order to ensure orderly operation of the Mine.

**14.112**

If it is consistent with production and with the consent of the Company, employees may take their annual vacation in increments of at least one tour except where the employee has less than one tour remaining in his entitlement and as provided for in Article 14.076. A work tour is defined as the period from the beginning of work on the employee's first scheduled day of work until the commencement of his regularly scheduled day of rest.

**14.123**

Should a death occur in the employee's family as described in Article 6.03 while the employee is on vacation, and subject to the provisions of Article 6.03, the employee will be permitted to re-schedule vacation for the day(s) on which bereavement leave is utilized.

**ARTICLE 15 - HOURS OF WORK**

**15.01**

- a. Any employee changing a shift, different from the one he or she is scheduled for, shall receive 24 hours notice. In extenuating circumstances an employee may require more than 24 hours notice of a shift change. In that event, the employee will outline the circumstance to the Company and an extension will not be unreasonably denied. Where such notice is not given, the employee shall be paid ~~double time~~ in accordance with Article 16 for time worked on the first shift following the change. All succeeding shifts of the employee's new schedule shall be paid at the employee's regular rate. Written confirmation of this change will be provided.

Should the Company require employees to change shifts or bid units, it will determine the shifts or bid units involved, and where more than one employee is in the affected classification or on the bid unit, the senior employee(s) will be given preference. For duration's of less than one (1) month senior employees within the department and affected classification will be given preference.

b. The normal workweek shall be five consecutive eight-hour days or shifts or as mutually agreed to.

b.c.

- (i) Employees shall be required to work their regularly scheduled shift exclusive of lunch break which shall be of 15 minutes duration. Employees working in excess of their regularly scheduled shift including travel time from washhouse to the worksite and return, but excluding time taken for lunch shall be paid at overtime rates. Time worked by each employee shall be recorded by means of a time clock located in the washhouse and time cards shall be punched by each employee at the scheduled starting and stopping time of each shift. All time cards must be validated by the supervisor. Subject to the exclusion of the 15-minute lunch break employees will only be paid on the basis of the time shown on their individual time clock cards.
- (ii) Ash Truck Operators at the Highvale Mine, Tradesmen, Apprentices, Field Maintenance Personnel, Shop Labourer, Tire Servicemen, Shop Servicemen, Warehousemen, and Janitors shall be required to work their regularly scheduled shifts inclusive of lunch breaks which shall be of 15 minutes duration.

## 15.02

- a. For shift schedules that average 40 or 42 hours of work per week per employee, the Company and Union shall mutually agree to such shift schedules that are in accordance with the Company's operating requirements and associated required manpower levels, required hours of work per day and required hours of work per week in each area of the operation. In order to arrive at such mutual agreement, the Company shall propose suitable shift schedules and the Union may either agree to the shift schedules or propose alternative schedules that meet the Company's requirements at no increased labour cost.
- b. Shift schedules other than those referred to in Article 15.02(a) and 15.02(d) shall be by mutual agreement between the Company and the Union.
- c. Starting and stopping times shall be by mutual agreement between the Company and the Union.
- d. In addition to Appendix A ~~the~~ the Company will supply the Union with a list of all current shifts that are utilized on the minesite, and the Company will post all the current shifts in the bulletin bid board.

e. where lieu time is applicable it shall be governed as follows:

- (i) Employees must complete a minimum of four tours as defined in this letter of agreement, before time off in lieu will be granted.
- (ii) Mutual trades of shifts or days off of a short nature must be in writing, signed by both parties, and approved by the Department Manager or his designate, 48 hours before proposed, to ensure coverage.
- (iii) The principles that govern lieu days are:
- (iv) The Company will pay overtime to those employees required to work their scheduled lieu days

(v) The Company will determine shift schedules as per the Collective Agreement: Article 15.02 a.

(vi) The Company will determine the number of employees required to work lieu days.

(vii) The procedure for filling the lieu day overtime will be the practice that is utilized for General Holidays as described in the Overtime Distribution Document in effect.

f. Whenever practicable and subject to meeting the requirements of the operation, the following guidelines will apply to the scheduling of lieu shifts:

(i) Six (6) scheduled crew lieu shifts will be scheduled on the last shift of a ninety-six (96) hour pay period for each crew throughout the calendar year.

(ii) Three (3) floating lieu shifts will be scheduled at the employee's request with the Company's approval. Such approval shall not be unreasonably withheld. Should the employee not make a request to schedule the floating lieu shifts by the final quarter of the calendar year, the Company will advise the employee to make his request or have the remaining floating lieu shifts scheduled by the Company, subject to operational requirements.

(iii) Employees may request partial shifts be applied toward floating lieu shifts. Employees must obtain prior approval from the Company for partial shifts as lieu shifts. Such approval shall not be unreasonably withheld and will be subject to operational requirements.

(iv) All requests for floating lieu shifts must be made in writing using the appropriate Company form and approved prior to the lieu time being taken.

### **15.03**

Coffee and lunch breaks during working hours shall be continued as presently practiced.

### **15.04**

At spring change to daylight saving time employees will be paid for hours worked (11 on 12-hour shifts). At fall change to standard time employees will be paid for hours worked including any hours in excess of 12 at double time.

## **ARTICLE 16 - OVERTIME**

### **16.01**

Overtime will be voluntary subject to meeting the requirements of the operation and will be distributed in accordance with the guidelines of the Overtime Distribution Document in effect.

### **16.02**

All hours worked in any one day or any one week, outside of the regularly assigned hours of work which from time to time are agreed upon by the Parties, shall be considered as overtime hours and, except as otherwise provided herein, shall be paid at double the employee's regular pay.

**16.03**

Any employee, who, because of an emergency, is called out for duty at any time after or before his regular work period, shall be free when the emergency is over but shall, nevertheless, be paid a minimum of four hours at double the employee's regular pay. Emergency work in excess of four hours shall be paid at the rate of double time.

**16.04**

Any employee who normally is required to report for work and so reports but who, after reporting, is sent home, shall receive not less than four hours pay at such employee's regular pay, excepting Force Majeure or circumstances beyond the Company's control.

**16.05**

Overtime shall be paid at double time.

**16.06**

All overtime shift work shall be paid shift differential pay.

**16.07**

A system will be implemented to eliminate the problem of employee's not arriving back at the washhouses within normal hours of work. Additional man haul vehicle(s) will be provided to ensure the problem is eliminated.

Should employees not be returned to the washhouses in accordance with the above, then the following overtime rates will apply:

1 to 7 minutes late	=	double time rates
8 to 23 minutes late	=	15 minutes at double time
24 to 38 minutes late	=	30 minutes at double time
38 minutes late or later	=	the above rates applied in a logical progressive fashion (i.e. 45 minutes at double time, etc.)

**16.08**

When, in the discretion of the Company, overtime is required, opportunities for overtime will be distributed as equitably as practicable amongst the employees in the classification who normally perform the work for which overtime is required, and in accordance with the jointly developed overtime distribution document. This document may be amended by mutual agreement. Union/Management Overtime meetings will be held monthly to discuss issues relating to overtime, when required.

**16.09**

Should the Company make an error when administering the overtime distribution system, and such error results in an employee not being given the opportunity to work overtime and another employee works the overtime opportunity, the following remedies will apply:

- (i) for the first two times the same employee is wronged in any one calendar year, he will be given an extraordinary overtime opportunity for each of the infractions, of a duration equal to the time worked by the employee who received the opportunity. Such opportunity will be at the discretion of the employee, provided the day selected is within 30 of his regular shifts worked from the date that it is determined that an error was made, and is on a day that the Mine is in full operation.
- (ii) for the third and subsequent errors for the same employee in the same calendar year, he will be considered as having worked for the purpose of the overtime procedure and will receive compensation at double his regular rate of pay for the time worked by the employee who received the overtime opportunity.

The clause shall not apply when the overtime worked is the result of an emergency situation.

## **ARTICLE 17 - PAYMENT OF WAGES**

### **17.01**

All wages due to employees covered by this Agreement shall be paid them on every other Friday following the period for which their pay is due.

### **17.02**

On each pay-day, the Company shall provide to each employee, an itemized statement setting forth the total number of hours worked by the employee concerned during the immediately preceding pay period, the rate of wages applicable to him, all deductions made from his wages whatsoever, the purpose for which such deductions were made, the total amount actually paid to him and such other information as may from time to time be agreed upon by the Parties.

### **17.03**

The Union negotiation committee shall consist of a maximum of ~~six~~five (5) employees. Each committee member will be paid eight hours per day for negotiations at their regular straight time rate. At no time will this be used for the purpose of calculating overtime.

## **ARTICLE 18 - DIFFERENTIALS**

### **18.01**

Employees shall be paid in addition to other wages payable to them, a differential for all hours worked on shifts in the amounts of:

Afternoon shift -	\$0.50 per hour
Midnight shift -	\$1.10 per hour

## **ARTICLE 19 - GROUP INSURANCE**

### **19.01 Life Insurance**

- a. The Company shall provide a policy of insurance for an amount of \$75,000 Life Insurance and \$75,000 Accidental Death and Dismemberment, a copy of which shall be supplied to the Union.

- b. An employee may purchase optional life insurance coverage subject to the insurance carrier's approval. The cost of the optional life insurance will be payable by the employee.
- c. Coverage shall commence on the first of the month coinciding with or next following two months of continuous employment.

#### **19.02 Dental Plan**

- a. The Parties hereby agree to maintain the group dental plan for all employees covered by the scope of this Agreement. The coverage, at the current rate as set by the Company's insurance carrier's Usual and Customary Fee Guide shall be as follows:

A - Basic and Routine - 100%

B - Major and Restorative - 90% C - Orthodontics - 50%

Maximums: A & B combined-\$4,000/ person/year; C - \$4,000/person/lifetime.

The premium costs of the dental plan shall be borne in its entirety by the Company.

- b. Coverage shall commence on the first of the month coinciding with or next following two months of continuous employment.

#### **19.03 Health Care**

- a. The Company will pay the entire cost of the appropriate Alberta Health Care Insurance premiums for all employees, excluding employee arrears.
- b. The Company will reimburse employees for any extra costs associated with medical information required and requested by the insurance carrier or Company

#### **19.04 Long Term Disability**

The Company will provide a Long Term Disability Plan. The cost of the Long Term Disability Plan will be borne in its entirety by the Company. The Plan shall include the following conditions:

- a.
  - (i) Effective after 17 weeks disability;
  - (ii) Benefits equal to 60% of salary;
  - (iii) Maximum benefits will be 60% of the weighted average for the bargaining unit. The weighted average calculation will not include Labourers rate (Probationary).

b. Coverage shall commence on the first of the month coinciding with or next following two months of continuous employment.

b-c. If any employee on Long Term Disability is unable to perform the duties of his regular job classification the Company shall appoint such employee to do alternate work to be paid at the rate for such work.

No employee will be appointed to do alternate work under this clause unless the Company determines that the completion of the alternate work is necessary and the employee has received clearance to perform the alternate work by a medical practitioner selected jointly by the Company and the Union.

Evidence of the medical practitioner's clearance to return to work shall be provided to the Highvale Union Executive.

Employees who refuse such alternate work shall be terminated, unless the Union and the Company mutually agree to a lesser discipline.

#### **19.05 Short Term Disability**

- a. The Company will provide a Short Term Disability Plan. The cost of the Short Term Disability Plan will be borne in its entirety by the Company. The Plan shall include the following conditions:
  - (i) Benefits commence the first day of the accident and/or hospitalization; and the sixth day of illness;
  - (ii) Benefits continue for 17 weeks duration;
  - (iii) Benefits will be equal to 66 2/3% of salary.
- b. Coverage shall commence on the first of the month coinciding with or next following two months of continuous employment.

#### **19.06 Major Medical**

- a. The Company will provide a major medical plan for all employees and dependents. The cost of this plan shall be borne in its entirety by the Company. The plan shall include the following conditions:
  - (i) Semiprivate hospital coverage;
  - (ii) The payment for ambulance services;
  - (iii) Prepaid prescription drug plan with a coinsurance of 100% towards the cost of prescriptions, and an annual deductible of \$15.00 for either single or family coverage. Effective April 01, 2010 employees will be provided a drug card. The annual deductible of \$15.00 for either single or family coverage will be discontinued and a DIN fee of \$2.00 per prescription payable at the time of purchase will be implemented.
  - (iv) All other coverage as provided for in the Plan booklet.
- b. Coverage shall commence on the first of the month coinciding with or next following two months of continuous employment.

## 19.07 Optical

- a. The Company shall provide an optical plan to provide a maximum of ~~\$300~~\$200.00 in each 24 month period, for an employee or employee's spouse and each dependent child toward the purchase of prescription glasses or corrective lenses purchased in that period. ~~Effective April 1, 2012, the maximum shall increase to \$300.~~ The cost shall be verified by an appropriate receipt. For the purpose of this clause, a 24 month period will be that period from April 1st in one year to March 31st two years thereafter.
- b. The Company shall provide an optical plan to provide a maximum of \$200.00 in each 24 month period for an employee toward the purchase of prescription safety glasses purchased in that period. The cost shall be verified by an appropriate receipt. For the purpose of this clause, a 24 month period will be that period from April 1st in one year to March 31st two years thereafter.
- c. Coverage shall commence on the first of the month coinciding with or next following two months of continuous employment.

## 19.08

Coverage provided shall be subject to the terms and conditions as set out in general terms in the Collective Agreement and, where applicable, as per the specifics of coverage as set out in each insurance agreement. The coverage as set out in each document may not be amended without the mutual agreement of the parties. Should the Company opt to self-insure, coverage will remain as per the last insurance document. Notwithstanding the foregoing, the Company reserves the right to retain alternate insurance providers.

- a. A copy of all insurance plans and policies covering employees within the bargaining unit will be supplied to the Union by the Company.

## 19.09

During the term of this agreement, the Company and Union agree to work cooperatively in reviewing the disability management program in effect at the minesite incorporating a modified work philosophy which recognizes early intervention and individual rehabilitation.

## ARTICLE 20 - SICK LEAVE ACCUMULATIVE

### 20.01

As of January 1st of each year, each employee will be credited with ~~forty-eight (48) hours~~ sick leave based on the following hours of work:

- 40 Hour Work Schedule (e.g. 5 x 8, 4 x 10, Ash Shift) = Forty (40) hours leave
- Ash Shift work schedule = Four (4) Shifts (Any unused sick time paid out at the end of year based on a 44 hour work week)
- 168 Hour Average Work Schedule (4x12) = Forty-eight (48) hours leave.

For new employees such credits will be granted from the date of commencement of employment but no employee shall be entitled to sick leave pay until he has completed three months of continuous employment. Unused sick leave credits earned each year will not be carried into the following years.

The Grandfathered employees will have the option of using his credited sick leave days and/or the Short Term Disability Plan and Long Term Disability Plan.

## 20.02

Every employee who may be absent from duty on account of sickness shall notify ~~his immediate supervisor~~ the Company and no employee shall be entitled to benefits for time previous to such notification, unless the delay shall be shown to have been unavoidable.

If an employee does not report one (1) hour prior to the commencement of the shift that he will not be in to work due to illness or a non-occupational injury, the employee will forfeit two hours of eligible sick leave pay.

## 20.03

Before payment is made under sick leave benefits, the Company may require a medical certificate or a written statement from the employee and in cases of lengthy illness, the Company shall call for physician's reports from time to time as it deems necessary.

## 20.04

The Company reserves the right to call for an examination at any time by a physician designated by the Company if such procedure is deemed advisable.

## 20.05

For the purpose of this Article, sickness shall include injury other than accidental injury arising out of and in the course of employment by the Company. It is understood that this Article does not apply when an employee is employed by an employer other than the Company or on Workers Compensation.

## 20.06

- a. The Company agrees to supply the Union in January of each year with a statement of the unexpended sick leave credits as of December 31st, in respect of all employees, including accumulated sick leave credits prior to January 1, 1981.
- b.
  - i. Individual employees will be notified of their unused sick leave on each pay stub.
  - ii. Individual employees that have accumulated sick leave credits prior to January 1, 1981, will be notified of their existing totals in a statement on the first pay period in each new calendar year.
  - iii. Such statement shall be open to protest for a period of 30 days and on presentation by a member of the Union of proof of error, a correction shall be made immediately. Such corrections shall be shown on a supplementary statement.

## 20.07

In the event that an employee's absence due to illness extends from one year into the next, ~~our policy in future will be that~~ this will not affect the employee's eligibility for sick day payout in the new year. Once an employee has returned to active duty at the mine, any subsequent absence will reduce the employee's sick day payout eligibility.

## 20.08

Those employees who have not utilized their yearly sick pay entitlement from the prior calendar year shall be paid ~~50~~100% of their unused entitlement in the first pay period of January of each year. For the purpose of determining whether sick time has been utilized, absence due to illness or injury other than an accidental injury arising out of and in the course of employment by the Company shall be deemed sickness. However, employees who have accumulated sick time prior to 1981 may utilize such time without impacting upon their entitlement to the ~~50~~100% payment until such banked sick time is exhausted.

## ARTICLE 21 - GENERAL PROVISIONS

### 21.01

A five-minute wash-up period shall be granted for employees before the end of each shift.

### 21.02

The Company shall pay an employee who is required for jury service, the difference between his pay for his regular shifts normally worked and the daily jury fee received. In the event an employee is subpoenaed to appear ~~in court~~ as a witness in a matter in which he has no direct interest, he shall be offered alternative shifts at his regular pay to make up for money lost.

### 21.03

The Company agrees:

- a. To pay to employees attending Trade School, an amount of money that together with the amount or amounts of money paid to the employee by any outside agency, will constitute 100% of the employee's normal salary.
  - b. Apprentice selections will be based on the Seniority, Provincial Pre-Apprentice Test results and related experience of candidates bidding for posted apprenticeships. Selection criteria will be weighted as follows:
    - (i) Seniority 35%
    - (ii) Test Results 30%
    - (iii) Related Experience 35%\*
- \* Related experience will be determined by a joint committee consisting of three members appointed by the Union and three members appointed by the Company.
- c. In the event that an apprentice fails the tests at the end of his period of training in the Vocational School, the apprentice will be given an opportunity to rewrite his/her examination or take a leave of absence without pay or any other company paid allowances to re-attend that period of training. In the event he/she selects the leave of absence his seniority will be maintained.

d. Apprentice tradesmen who maintain a permanent residence in excess of 80 kilometres from the institution they attend will be paid a maximum of \$~~4~~350.00 per month for the additional room and board costs incurred while attending school.

e. Blaster Trainee

Employees will be selected as per Article 11 and must be prepared to have the necessary qualifications as set out in the applicable Government Legislation.

Each such employee shall be required to sit for examination each year and in the event of failure to pass such examination, the Company shall have the right to remove such Blaster Trainee from this classification.

f. Employees who take upgrading courses specifically approved by the Company shall have their tuition paid upon successful completion of the course.

#### **21.04**

Personal tools required by an employee on the job will be replaced by the Company with same brand or equivalent if they have been lost or damaged on the job site. Personal toolboxes will be repaired or replaced if damaged on the job-site.

Each employee who is required to supply tools shall prepare an inventory of his tools and this inventory shall be verified and co-signed by a management representative at the time of hire. Signed copies of the inventory shall be retained by the Company and the employee. Any employee purchasing new tools shall report such additions to his Foreman and they shall each initial amendment to the inventory and copies of such amendments shall be retained by the Company and the employee.

#### **21.05**

After two (2) hours of overtime which is continuous with an employee's regular shift, or after two consecutive hours on call out duty the employee may request a hot meal or a meal voucher with a value of \$10.00.

#### **21.06**

The Company shall provide and bear the cost of a sufficient supply of new collective agreements, in book form, to the Union.

#### **21.07**

The Company and the Union agree that they will not discriminate against any employee due to race, religious beliefs, colour, gender, gender identity, gender expression, ancestry, creed, sex, age, place origin, nationality, political beliefs, physical disability, or mental disability, marital status, source of income, family status, sexual orientation or Union membership.

## 21.08

The Company will provide the Union with a locking bulletin board not smaller than four feet square in the locker rooms, or in another place as mutually agreed to, for the sole purpose of posting Union notices and official papers pertaining to Union affairs. Notices will be posted only by Officers of the Union and will be in keeping with the spirit and intent of this agreement.

## 21.09

Monthly Union/Management meetings will be held to discuss issues relating to labour relations and technological change, based on the following conditions:

- a. There shall be a maximum of three members appointed on behalf of the Company and three members appointed on behalf of the Union.

All meetings are to be held on site.

The members appointed by both parties shall decide how the meetings are to be structured and the date the meetings are to occur.

The members appointed by the Union shall not suffer a loss in regular earnings as a result of said meetings.

Minutes of meetings will be jointly reviewed and signed prior to being posted. The minutes will be posted on the designated bulletin boards within seven (7) calendar days of the meeting.

## 21.10

Post-secondary students may be hired for the period of May 1st through September 1st at the entry level labourer's rate.

Students will not qualify for any benefits, allowances or income replacement plans (including sick days and sick day buy-out) under the terms of the Collective Agreement, but will be eligible for statutory holiday pay and shift differentials as set out in the Collective Agreement. Students shall have all rights as specified in the Collective Agreement dealing with the grievance procedure.

Students working on in scope duties, with the exception of Labourer, ~~Water Truck Operator, End Dump Operator (under 90 tons)~~ or Warehouse will be paid at the appropriate rates of pay for that classification under the Collective Agreement.

The Union waives initiation fees for students hired May 1st through September ~~1th~~ 1st at the Highvale Mine. Regular union dues will be deducted from post-secondary students at the rate of 60% of regular dues. Any employee on layoff with recall rights will be returned to work prior to the hiring of summer student.

## 21.11

The Union/Management Training Committee's objective is to build a culture of continuous improvement of the training process. The Company reserves the right to train as manpower and equipment is available. The Union/Management Training Committee will:

- a) Consist of a maximum of three members appointed on behalf of the Company and three members

- appointed on behalf of the Union;
- b) Hold all meetings on site;
- c) Jointly decide how the meetings are to be structured and the date the meeting are to occur;
- d) Meet on a monthly basis;
- e) Not suffer a loss in regular meetings as a result of the meeting(s);
- f) Jointly review and sign meeting minutes prior to being posted. The minutes will be posted on the designated bulletin boards within seven (7) calendar days of the meeting;
- g) Identify and recommend improvements in the training and assessment process;
- h) Identify and review options for the third party certification opportunities.

**ARTICLE 22 - OCCUPATIONAL CLASSIFICATIONS AND RATES OF PAY**

**22.01**

The following payments for employees covered by this Collective Agreement on the effective date of each payment:

2019 \$2000 lump sum, paid the first pay period following successful ratification by both Parties

2020 \$1750 lump sum, paid on April 1, 2020

2021 \$1500 lump sum, paid on April 1, 2021

Wage reopeners are agreed to for each of the years 2022-2026 respectively. The Parties have 60 days from March 31<sup>st</sup> of each year to achieve a mutually agreed upon wage settlement. Failure to achieve agreement on each wage reopener shall result in a one-year rollover for the collective agreement.

<b><u>CLASSIFICATION</u></b>	<b><u>Current</u></b>
<u>Certified Air Conditioning Technician</u>	<u>\$47.70</u>
<u>Certified Welder</u>	<u>\$47.70</u>
<u>Maintenance Technician (Multi-Skilled)<sup>1</sup></u>	<u>\$47.70</u>
<u>Certified Electrician</u>	<u>\$47.70</u>
<u>Certified Machinist</u>	<u>\$47.70</u>
<u>Certified Partsman</u>	<u>\$44.38</u>
<u>Certified Blaster</u>	<u>\$43.24</u>
<u>Dragline Operator</u>	<u>\$43.24</u>
<u>Excavator Operator</u>	<u>\$43.24</u>
<u>Front-End Loader Operator</u>	<u>\$43.24</u>
<u>Shovel Operator</u>	<u>\$43.24</u>
<u>Tire Serviceman</u>	<u>\$43.24</u>
<u>4th Yr Apprentice Trades Person</u>	<u>\$42.92</u>
<u>Welder Apprentice - 3rd Yr</u>	<u>\$42.92</u>
<u>Coal Handling Plant Operator</u>	<u>\$41.60</u>

<sup>1</sup> In 2019 the Parties consolidated the pay classifications Certified Light Duty Mechanic, Certified Mobile Mechanic, Certified Field Mechanic and Certified Millwright into the Maintenance Technician (Multi-Skilled). The trades in contained in this category are Heavy Duty Mechanic (4-year), Automotive Mechanic/Technician and Industrial Mechanic/Millwright.

<u>Dragline Dozer</u>	<u>\$41.60</u>
<u>Dozer Operator</u>	<u>\$40.96</u>
<u>Serviceman</u>	<u>\$40.96</u>
<u>Power Scraper Operator</u>	<u>\$40.96</u>
<u>3rd Yr Apprentice Tradesperson</u>	<u>\$40.55</u>
<u>Welder Apprentice - 2nd Yr</u>	<u>\$40.55</u>
<u>Coal Handling Plant Oiler</u>	<u>\$40.40</u>
<u>Drill Operator</u>	<u>\$40.40</u>
<u>Dragline Oiler</u>	<u>\$40.40</u>
<u>Field Maintenance Oiler</u>	<u>\$40.40</u>
<u>Pre-Strip Truck Driver</u>	<u>\$40.40</u>
<u>Grader Operator</u>	<u>\$40.40</u>
<u>Shovel Oiler</u>	<u>\$40.40</u>
<u>Trac-Truck Ash Driver</u>	<u>\$40.40</u>
<u>Trac-Truck Driver</u>	<u>\$40.40</u>
<u>Trac-Truck Equipment Hauler Driver</u>	<u>\$40.40</u>
<u>Pit Pumpman</u>	<u>\$40.07</u>
<u>Tradesman's Helper</u>	<u>\$40.07</u>
<u>Partsman Apprentice - 3rd Yr</u>	<u>\$39.94</u>
<u>2nd Yr Apprentice Tradesperson</u>	<u>\$38.15</u>
<u>Partsman Apprentice - 2nd Yr</u>	<u>\$37.72</u>
<u>Washbay Attendant</u>	<u>\$37.15</u>
<u>Janitor</u>	<u>\$36.02</u>
<u>Warehouseman</u>	<u>\$36.02</u>
<u>1st Yr Apprentice Tradesperson</u>	<u>\$35.77</u>
<u>Labourer</u>	<u>\$34.46</u>
<u>Partsman Apprentice - 1st Yr</u>	<u>\$33.29</u>
<u>Labourer (Probationary)</u>	<u>\$26.82</u>
<u>Student</u>	<u>\$26.82</u>

TRADESMEN APPRENTICE

First Year	75% of Certified Rate
Second Year	80% of Certified Rate
Third Year	85% of Certified Rate
Fourth Year	90% of Certified Rate

NOTE: Three-year apprentice trades eliminate the second year level.

**22.02**

- a. ~~Heavy Duty Mechanic~~ Apprentice replacing a Trac-Truck Serviceman may elect to receive a rate over-ride for the period of time spent working as a Serviceman. If the employee elects to receive the rate over-ride, such period of time will not count towards his apprenticeship hours. No rate over-ride shall be given when an Apprentice is replacing a Tradesman's Helper.

b. In order to receive the Blaster's Helper rate of pay, an individual must obtain and maintain the Provincial Blaster's Certification, be working on the Blasting crew and willing to act as a Certified Blaster when required.

c. The Company agrees to pay the lead hand rate when they implement a blaster in charge.

### **22.03: Lead Hand**

The Company may designate employees as lead hands and they will receive \$2.00 per hour more than the highest rate supervised. A lead hand acts as a leader of a group or groups of employees by assigning work as directed by the Supervisor. The lead hand performs all the functions of a work leader with the exception of the issuance of discipline.

Notification in a form acceptable to both the Union and the Company will be made to the Union wherever an employee is acting as a Lead Hand.

Lead Hands will be actively involved and registered with the Provincial Occupational Health and Safety Supervisory Education Program, hold valid certificates for Basic First Aid and Cardio Pulmonary Reduction Level 1 and meet all to the requirements of the Occupational Health and Safety Act, Regulation and Code in effect at the time at the time of ratification.

The Company will ensure that the above-note training is scheduled to current and future for Lead Hand(s) becomes mandatory within ninety (90) days of the later of ratification of this agreement or appointment from ratification.

## **ARTICLE 23 - STRIKES AND LOCKOUTS**

### **23.01**

The Union agrees there shall be no strikes and the Company agrees there shall be no lockouts during the term of this Agreement.

## **ARTICLE 24 - PENSION PLAN**

### **24.01**

It is understood and agreed that the terms and conditions of the document entitled "Pension Plan for Hourly Employees of SunHills Mining LP - Highvale Mine" as established January 1, 1975 and as amended are accepted. The benefit levels in effect as of December 31, 1998 will not be altered or amended without the consent of the Union.

Effective January 1, 1999 the defined benefit pension plan will be amended to increase the death benefit provided to 100% of the commuted value of the pension benefit to which the employee would have been entitled in respect of such credited service had he terminated employment on the date of his death, for all service prior to October 1, 1992.

### **24.02**

New Employees will be enrolled in the Pension Plan upon completion of 30 calendar days of employment with the Company.

**24.03**

The Union shall receive a copy of the Pension Plan and copies of all amendments, proposed changes and actuarial studies relating to the Pension Plan that are produced during the term of this Collective Agreement.

**24.04**

The Company agrees to meet on a joint basis with the Union representing employees who are plan members once but in no event more than twice in any one calendar year to review the annual actuarial extrapolation of the Pension Plan for Hourly Employees of SunHills Mining LP and to discuss other matters if any, related solely to the Pension Plan and its administration. The actuarial valuation will be reviewed as above, in the years it is required to be filed by law.

These meetings may be attended by a maximum of two union representatives from the mine site who may be accompanied by a representative from their National union.

**24.05**

Effective April 1, 2002, the Company agrees to remove the 35 year limit on the maximum pension provision of the Plan.

**ARTICLE 25 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM**

**25.01**

The parties agree to the ongoing support, during the term of this Agreement, to an Employee and Family Assistance Program. The program shall be administered on a joint basis and the procedures of the program shall be mutually agreed upon. The program will be reviewed on a quarterly basis.

**ARTICLE 26 — WORKING RESTRICTIONS**

**26.01**

~~The Company and the Union agree that neither a foreman nor a relief foreman shall perform the work that is performed by Union members, except in cases of an emergency nature, where it may be necessary for the foreman or relief foreman to take immediate corrective action, provided every reasonable effort has been made to obtain an employee for the work in question.~~

**ARTICLE ~~27-26~~ - CONTRACTING OUT**

**(need to renumber to 26 as per move of 26.01 above to 3.02)**

**2726.01**

The Company agrees that it will not contract out work at the operation which is normally performed by employees if an employee will be terminated or laid off and such employee is qualified to perform the work.

Such contracting out shall not result in the loss of work to any Highvale employee whose name appears on the current Seniority list.

**2627.02**

The Company and Union Executive shall meet monthly to discuss and review contracting out, including warranty work.

When work is to be contracted out, the Company will advise the Union of the following:

- a. the work being contracted out.
- b. the expected duration of the contract.
- c. the anticipated number of contracted employees.

**267.03**

No member of the ~~Highvale Unit~~Union Executive shall suffer a loss in earnings as a result of said meetings.

**267.04**

The Company will continue its general operating policy of placing primary reliance on its own employees to perform production and maintenance work and therefore, use its best efforts to minimize the amount of production and maintenance work to be contracted out provided it has the manpower, skills, equipment, facilities and that it is safe and economical to do so.

The Company and the Union will establish a joint committee consisting of three (3) Union representatives and three (3) Company representatives to review and make recommendations on contracting out practices and shall include Union and Company representatives familiar with the work being contracted out. The objectives of the committee shall be:

- (i) To establish a list of work that is historically contracted out.
- (ii) To review and preview planned work that has been or is expected to be contracted out in an effort to explore possible alternatives taking into consideration the efficiency of the operation, the urgency of the work to be performed, the availability of manpower, skills, equipment, facilities, that the work can be performed safely and the economic viability.
- (iii) To actively support production and maintenance programs which aid in the efficiency of the operation.

**ARTICLE 278 - COOLING SYSTEMS**

**278.01**

The Company agrees to install an air conditioning system in the lunchrooms at the Highvale Mine. Circulating fans will be installed in the cab of all equipment. All new equipment will be purchased with air conditioning. Air conditioning will be installed on existing equipment during major rebuilds e.g. certified rebuilds.

## ARTICLE 29 - DURATION OF AGREEMENT

289.01

This Agreement shall be effective as of the first ~~day of April, 2013~~ full pay period following successful ratification by both Parties and shall remain in force and effect up to and including the 31st day of March, ~~2017-2027~~ and from year to year thereafter providing that either party may, not less than 60 days nor more than 120 days prior to the anniversary date hereof give notice in writing to the other party of their intention to terminate this Agreement or negotiate a revision thereof.

This agreement is made in Stony Plain, Alberta on ~~February 22<sup>nd</sup>, 2019~~ May 3, 2014.

**IN WITNESS WHEREOF** the Parties hereto have caused these presents to be executed the day and year first above written.

***FOR THE COMPANY***  
**SunHills Mining LP**  
**Highvale Mine**

***FOR THE UNION***  
**United Steelworkers**  
**Local 1595**

\_\_\_\_\_  
Ryan Braden  
Managing Director, Mining

\_\_\_\_\_  
Roy Milne  
President

\_\_\_\_\_  
Michael Lydon  
Manager, Mine Operations

\_\_\_\_\_  
Don Gray  
Vice-President

\_\_\_\_\_  
Sam Kemble  
Labour Relations Business Partner

\_\_\_\_\_  
Len Austin  
Recording Secretary

\_\_\_\_\_  
Kim McKenzie  
Business Partner, HR

\_\_\_\_\_  
Leigh Grantmyre  
Negotiating Member

\_\_\_\_\_  
Stacey Lauder  
Administrative Supervisor

\_\_\_\_\_  
Martin Tinney  
Negotiating Member

\_\_\_\_\_  
Glen Davies  
Negotiating Member

\_\_\_\_\_  
Jeff Kalichuk  
Staff Representative

# Appendix A: Common Shifts

## Hours per Day

The Company may schedule 8, 10 or 12-hours shifts subject to the terms of this collective agreement. Nothing herein shall be construed as a guarantee of hours per day or per shift.

## Breaks

Breaks will be as defined in Article 15 unless otherwise mutually agreed.

## Start Times

Start times will be as per Article 15 unless otherwise mutually agreed.

## Overtime

Overtime, where applicable shall be in accordance with Article 16.

## Common Shifts

Shift Title	Details
RJ	As defined in 15.01
AJ	Monday to Thursday – 10-hour day shifts
BJ	Tuesday to Friday – 10-hour day shifts
AA or BA (Ash Can Shift)	2 shifts, 2 days off, 3 shifts, 2 days off, 2 shifts, 3 days off; (12-hour days shifts on weekdays, 10-hour shifts on weekends)
A / B / C / D	4 day shifts, 4 days off, 4 night shifts, 4 days off; 12-hour shifts
B/C & D/A (Days)	4 day shifts, 4 days off
Five by Four	Five Days On, Four off, Four Nights On, Five Off

LETTER OF UNDERSTANDING #2019-01

BETWEEN

SUNHILLS MINING LP  
HIGHVALE MINE

- AND -

THE UNITED STEELWORKERS LOCAL 1595

**RE: Relief Dispatchers and Relief Planners**

Effective the date of ratification, the Union and Company agree to apply the following rules and guidelines to bargaining unit employees when they act as a Relief Dispatcher or a Relief Planner:

The requirements and the selection of interested employees will be determined by the Company and will be its exclusive responsibility.

Employees acting as Relief Dispatchers or Relief Planners will be paid a \$2.00 per hour premium in addition to their regular rate of pay for their hours worked.

Relief Dispatchers or Relief Planners who work over and above their regular hours of work including their days off, will be paid a \$2.00 per hour premium in addition to double their regular rate of pay.

Employees who act as Relief Dispatchers or Relief Planners shall continue to accumulate seniority; however such employees shall not accumulate any seniority for time worked as Relief Dispatchers or Relief Planners in excess of 480 hours in that calendar year. The Company will provide the Union with a monthly list of all hours worked by Relief Dispatchers or Relief Planners.

The provisions of this letter do not apply to employees who are in the position for accommodation.

Employees who are promoted to a permanent Dispatcher or Planner position are exempt from coverage under the Collective Agreement.

RENEWED this 22<sup>nd</sup> day of February, 2019.

LETTER OF UNDERSTANDING #2019-02

BETWEEN

SUNHILLS MINING LP  
HIGHVALE MINE

- AND -

THE UNITED STEELWORKERS LOCAL 1595

**RE: Coveralls**

The Company will supply coveralls at the beginning of each calendar year with reflective striping and will bear the logos of the Company and the official bargaining agent (Union) that are parties to this collective agreement. The coveralls will also bear the employee name.

1. Two (2) pair of coveralls will be provided at no cost to all active employees and where the coveralls are damaged beyond repair, pose a potential safety hazard or worn out, the Company agrees to replace the coveralls at no additional cost. Notwithstanding the foregoing, coveralls damaged intentionally or as a result of employee misconduct shall only be replaced at no cost to the employee at the Company's sole discretion.

~~1.2.~~ An additional pair of coveralls will be provided for the following group of employees:

- a. Maintenance employees
- b. Coal Handling Plant Oiler
- c. Shovel & Dragline Oiler
- d. Pumpmen
- e. Tire Serviceman

Employees wishing to purchase additional coveralls at cost must submit their requests in writing to the Human Resources department during the ordering period.

RENEWED this 22<sup>nd</sup> day of February 11, 2019.

LETTER OF UNDERSTANDING# 2019-03

BETWEEN

SUNHILLS MINING LP  
HIGHVALE MINE

- AND -

THE UNITED STEELWORKERS LOCAL 1595

**RE: Union Leave Reimbursement**

The Company agrees to pay for regularly scheduled time lost by employees delegated by the Union for the purpose of conducting Union business pursuant to Article 6, Marginal Paragraph 6.01.

The Company will use the Union leave form in lieu of time sheets to determine regularly scheduled lost time, and will pay the employee at their standard rate of pay.

Monthly the Union will reimburse the Company an amount equal to the employee's hourly rate that was paid out by the Company.

RENEWED this 22<sup>nd</sup> day of February, 2019.

**LETTER OF UNDERSTANDING# 2019-04**

**BETWEEN**

**SUNHILLS MINING LP  
HIGHVALE MINE**

**- AND -**

**THE UNITED STEELWORKERS LOCAL 1595**

**RE: Union Executive Position**

**The Company and the Union (the Parties) agree to the following:**

1. There are many bid positions that are on rotating shifts that the Company requires to have filled by individuals who are at work on all scheduled shifts except for vacation and other approved (non-Union) leaves in accordance with the Collective Agreement.
2. The Elected Executive of Local 1595 have a need to fulfill the responsibilities of their elected positions within the Union, and this responsibility requires their absence from the mine on a periodic basis in accordance with the provisions for Union Leave in the Collective Agreement. Depending on the position within the Executive of the Local, this Union Leave may be more or less frequent.
3. In order to provide the necessary coverage at the mine site in bid positions, it may be necessary to amend the scheduled shift of a mutually agreed member of the Elected Executive of Local 1595 to allow the necessary time off for Union Leave, and still meet the operational requirements of the Mine.
4. The determination of when the provisions of this Letter of Understanding need to be enacted will be subject to mutual agreement of the Parties.
5. When the Parties have determined to enact the provisions of this Letter of Understanding, the Local Union Executive and the Company will mutually agree on the individual that the Local Union Executive will appoint from the current Elected Executive of the Local to fill a shift consisting of an eight (8) hour day, five (5) days per week Monday to Friday schedule or a ten (10) hour day, four (4) consecutive days per week between Monday and Friday.
6. The selected individual's bid position will be bid on an indefinite-term temporary basis for the remainder of the appointment. All resulting vacancies required by the Company to be filled will also be bid on an indefinite-term temporary basis for the remainder of the appointment.
7. The selected individual will normally continue with the duties of their current bid position, within their classification, while on the indefinite-term assignment. If the duties of their current bid are not required on the new shift, the Company will ensure that the individual is provided with

alternate work consistent with their qualifications, and the individual shall not suffer a loss in their regular hourly rate.

8. The selected individual will be utilized as an integral part of the harmonious working relationship between the Union and the Company.
9. Once the appointment is completed the individual will revert back to their previously scheduled shift, bid position/equipment and all subsequently bid indefinite-term temporary bids will also revert back to their previously held shifts and bid positions/equipment.
10. Should the appointed individual's bid position be reduced during the appointment the process identified in Article 9 Reduction of Work will be followed once the appointment is completed.
11. Either the Company or the Union can withdraw this Letter of Understanding with sixty (60) days written notice to the other Party.

RENEWED this 22<sup>nd</sup> day of February, 2019.

LETTER OF COMMITMENT #2019-01

BETWEEN

SUNHILLS MINING LP  
HIGHVALE MINE

- AND -

THE UNITED STEELWORKERS LOCAL 1595

This Letter of Commitment is for information purposes only and does not form part of the collective agreement.

**RE: Union Office**

The Company will provide space for use by the Local Union Executive on the mine site for the purposes of storage and meeting opportunities. Provision of this space may be rescinded in the event that it is not utilized as intended.

RENEWED this 22<sup>nd</sup> day of February, 2019.