

"UNITED
WE
BARGAIN
DIVIDED
WE BEG!"

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1 CBA

UNITY AND STRENGTH FOR WORKERS

UNITY AND STRENGTH FOR WORKERS

OUR LIVES. OUR FUTURE
RATIFICATION AGREEMENT



RATIFICATION Agreement 2017

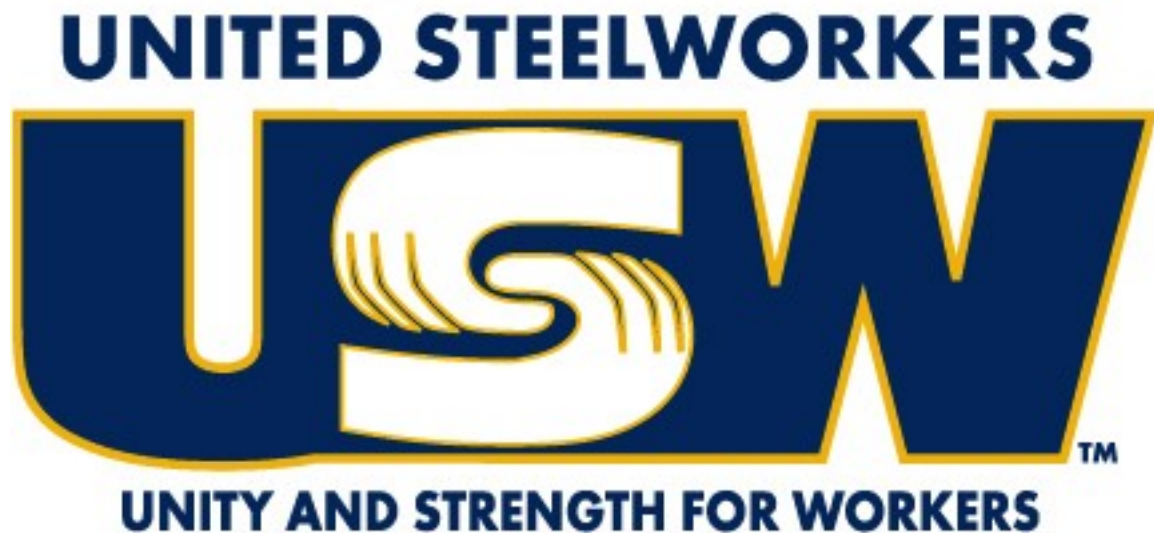
Your bargaining committee believes that when you add it all up, it's a deal worth considering...

Through your strength and solidarity, a tentative agreement has been reached. Nothing comes easy or without sacrifice and the settlement package you have before you is the result of your hard-fought struggle for fairness.

Your Bargaining Committee is unanimous in its recommendation. We believe you should vote and accept this package.

The final decision on the tentative deal now rests with you. You are the ultimate decision maker. Take your time and please take everything into consideration before making your decision.

We have proven to each other Solidarity Works!





Solidarity Works...

To the Membership,

Thank You.

Without your support over the last 11 months, the bargaining committee would have not been able to achieve the mandate that we had been given. No Concessions. Together, we protected ALL of our existing language, and improved on many other articles.

Our language has always been progressive so we have made changes to ensure there is gender neutrality, included diversification goals, and consideration for Indigenous Persons.

We changed the vacation scheduling around to eliminate the dead time in April, and we now have actual paid vacation time. We have improved health and safety language and improved on insurance benefits.

We ensured that our copper bonus stayed in place with no cap, and ensured that when the Company makes money, we continue to increase our pension. The Copper Bonus has put over 30 dollars on our pension over the last 15 years, and we made sure it would still keep paying.

We have built new rules around contracting out, to build on and protect the language that already exists.

Most importantly, we had a mandate to keep our existing language, and not accept any of the Company's concessions. That's exactly what happened.

With this in mind, our mine continues to lead the industry in wages, pensions, benefits, and long term employment. We are very happy with what we have achieved, and as a bargaining committee, have unanimously recommended the memorandum of agreement.

It's up to you next. Ask questions at one of the twelve meetings in Logan Lake or Kamloops, then you will have a chance to vote.

In Solidarity,

Kyle Wolff, President, USW Local 7619

All of the changes that were made to the existing collective agreement are contained in this package. If there is something you wanted that you do not see in this package, it is because we were unable to negotiate it.

STAND TOGETHER—STAY STRONG!

3.07 The Company recognizes the Union's concern over the use of contractors to do the work that the Bargaining Unit employees normally perform. **The Union recognizes the company's concern and need to explore alternatives with respect to cost effectiveness and efficiency.** The Company agrees to continue its practice to perform operations and maintenance work with its own employees provided it has the **personnel**, skills, equipment and facilities to do so.

3.07 (d) added **C. Bell** as facilitator

5.02 (b) Grievances shall be presented and responded to in writing. Responses for each Stage shall be sent to the Union, Grievor, the Union Steward involved, the Chief Shop Steward and the grievance Chair.

*Stage Two and Three —changed time frame from five (5) days to **ten (10) days***

5.08 5.08(a) and (b) — *deleted existing and added new language:* The Parties agree that section 87 of the Labour Relations Code of British Columbia is hereby excluded.

6.02 Added Corinn Bell, Mark Brown, Mike Fleming, Julie Nichols to the list of arbitrators

7.05 A Shop Steward in the Department and on the shift shall be present during **a formal investigation** and when Written Warnings, Final Written Warnings and Suspensions are handed out.

9.05 Added the following:

v) Employees performing work as a temporary Staff will not be included when determining the maximum number of employees to be allowed off at any given time.

vi) **Prior to being given a temporary Staff role, Bargaining Unit employees will be trained in:**

- **Emergency Response**
- **Mines Code training**
- **WHMIS**

Additionally, temporary Staff:

- **All have competency in the work group or with similar work.**
- **Will not be required to discipline Bargaining Unit employees where possible.**
- **Will not be required to be involved in drug testing of bargaining Unit employees where possible.**

10.18 Informational posting form has been deleted. New language added as follows:

When filling positions from a backup or trained operators list the Company will canvas the employees on the applicable lists; post the name of the successful applicant and notify the Union as per Article 10 sub section 10.16.

11.02(e) (viii) A written preventative training program, acceptable to the Chief Inspector, to educate OHSEC members in the recognition, evaluation and prevention of adverse health effects resulting in Musuloskeletal Disorders (MSD) and in reporting related symptoms and injuries.

11.16(b) i) A valid St. John First Aid Certificate **with Spinal Endorsement or equivalent certification**
 ii) **Attend a minimum of six (6) monthly ERT sessions which includes instruction on basic and advanced skills and procedures in first aid, rescue, hazmat and firefighting.**

11.17(a) Subsidized payment shall be made by the Company on the basis of one-hundred percent (100%) **up to two hundred dollars (\$200.00) per pair for safety boots.**
Those employees who hold the posted position of Blaster Operator I, II, III, Cable Operator I, II, or Fuel / Lube Truck Operator will be entitled to an additional subsidized payment, on the basis of one-hundred percent (100%), of up to two hundred dollars (\$200) per pair for safety boots per calendar year.

11.18 (c) **A second container shall be provided upon request. In addition, in the Mine Operations dry, sanitary ice will be provided at the start of each shift.**

12.06 (g) **The Parties agree to discuss other shift design options for the purpose of reducing fatigue.**

13.16 => *Revised to reflect time change from “the first two weeks of January” to read **November 1-30** is the only time an employee can elect to participate in the overtime banking program for the following payroll year.*

*=> Also, revised to read payroll year instead of calendar year in this article. As well as, the date to opt to accept payment on the pay period closes to **December 15th** (instead of the 31st).*

Employees wishing to “Bank Overtime” in subsequent years will have to enroll in **November of the previous year.**

14.01 *ADDED **Family Day** to list of Paid Holidays*

14.05 (c) Twelve Hour Shift— semi-Continuous / Continuous - *ADDED: **Unless otherwise stated, all hours worked in excess of twelve (12) hours shall be paid at three (3) times the employee’s basic hourly rate.***

14.07(a) An employee will be entitled to one Floating holiday for each six (6) months of continuous service. Floating holidays will be scheduled on an individual basis by mutual agreement between the employee and their Supervisor. Employees may bank Floating Holidays up to a maximum of twenty-four (24) hours. **Payment of floating holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken.**

14.07 (c) A floater or day in lieu must be earned before an employee can request the time.

16.02 (a) Employees will be granted vacation as follows:

Completed Years of Service	Working Hours Entitlement	Pay % Entitlement	% Accrual (for next vacation)
0 Months but less than 6 months	0	0.0	4.0
6 months but less than 1 year	40	4.0	4.0
1st year	80	4.0	4.2
2nd year	120	4.2	6.0
3rd, 4th, 5th year	120	6.0	6.0
6th year	128	6.0	6.4
7th year	128	6.4	6.4
8th year	160	6.4	8.0
9th year	160	8.0	8.8
10th year	168	8.0	8.4
11th year	168	8.4	8.4
12th year	176	8.4	8.8
13th and 14th year	176	8.8	8.8
15th year	184	8.8	9.2
15th and 17th year	184	9.2	9.2
18th year	200	9.2	10.0
19th, 20,th, 21st, 22nd year	200	10.0	10.0
23rd year	224	10.0	11.2
24th, 25th, 26th, 27th year	224	11.2	11.2
28th year	240	11.2	12.0
29 or more years	240	12.0	12.0

16.03 => *The vacation schedules **shall now be posted by December 15th** instead of April 25th of each year. You will now have **on or after November 1st** to indicate your preference in vacation scheduling.*

(c) Those employees indicating preference for vacation time before 11:59 p.m. on November 30th of each year will be given preference in order of seniority.

(i) The Parties agree to discuss the implementation dates upon ratification of the CBA). From November 1st—20th, 2016 employees will be asked to submit their vacation request for the time period of April 1st—December 31st, 2017. For each consecutive year, employees will be required, on or after November 1st—30th, to submit their vacation request for the subsequent calendar year of January 1st—December 31st.

16.04 (a) Employees must elect, on the form provided, to be paid vacation pay either on their anniversary date or when taking vacation **(and drawn down as used). Employees will no longer be able to defer their vacation pay to the pay period immediately before their first scheduled vacation.**

When electing to receive vacation pay while taking vacation, employees will be paid their hourly rate of pay, plus the vacation premium of \$1.50 for each hour of vacation taken. Unpaid vacation pay will be paid at the end of an employee's vacation year.

When electing to receive vacation pay on their anniversary date, employees will be paid on the pay period ending as close to their anniversary date as possible, but no later than their anniversary date.

16.09 Until an employee has completed five (5) years of service there will be no entitlement under the special vacation provision of the C.B.A.

16.10 (c) special vacation shall be granted in either blocks (one shift cycle) or one shift at a time as requested, dependent on operational requirements;

(j) Employees entitled to the special vacation allowance will be paid their allowance in the same manner as specified for vacation pay except in the case of the first special vacation period in which case the payment will be held until the anniversary date of the employee.

17.03 An employee subpoenaed for jury duty or witness duty (not a defendant or complainant) on a regular schedule work day shall be granted a leave of absence for such duties provided that the Company is properly notified in advance of the intended absence, and the employee provides proof of jury or witness service (i.e. a certificate of service signed by the Clerk of the Court). During this absence, the Company shall pay the employee as if they were working their regular scheduled shift. Upon completion of jury or witness duty and return to work, the employee will be required to reimburse the Company for the full amount paid by the Court.

18.01 (h) A Weekly Indemnity Benefit for sickness and non-occupational accident insurance providing payment of sixty-six and two thirds percent (66 2/3%) of the maximum insurable benefits established by the Unemployment Insurance Commission. The minimum benefits payable per week are as follows:

i) October 1, 2017 \$750.00 per week

ii) October 1, 2019 \$800.00 per week

Such benefit is provided from the first (1st) day of accident and fourth (4th) scheduled working day of sickness or from the first day of day surgery for fifty-two (52) weeks.

(i) A Long Term Disability benefit for employees who suffer an illness or non-occupational injury commencing upon the expiration of Weekly Indemnity payments and continuing until recovery, retirement or death. Benefit payments shall be calculated as follows less the total of all payments made by government (calculated monthly) to such disabled employees :

i) October 1, 2017 \$2,000.00 per month

ii) October 1, 2019 \$2,100.00 per month

19.09 (a) Potable Water / Waste Water Treatment Operator .65

23.02 Both Parties are committed to improving the diversity of our workforce and agree that for every three (3) internal apprenticeship opportunities, one (1) external opportunity will be offered to a diverse candidate.

23.08 (b) the parties agree to modify the language as follows:

RATES OF PAY FOR INDENTURED APPRENTICES

Apprentice	Wage Grade
First Level	4
Second Level Successfully complete all Level I in-school requirements and 1/4 of the total work based hours for the Trade as listed below	5
Third Level Successfully complete all Level II in-school requirements and 1/2 of the total work based hours for the Trade as listed below	7
Fourth Level Successfully complete all Level III in-school requirements and 3/4 of the total work based hours for the trade as listed below	8

Industrial Electrician		Industrial Instrumentation	
In School Hours	1600	In School Hours	1200
Work Based	6000	Work Based	6000
Total	7600	Total	7200
Millwright		Refrigeration & Air Conditioning	
In School Hours	840	In School Hours	1120
Work Based	6600	Work Based	6880
Total	7440	Total	8000
Heavy Duty Mechanic		Automotive Technician	
In School Hours	960	In School Hours	900
Work Based	6000	Work Based	6000
Total	6960	Total	6900
Pipefitter		Machinist	
In School Hours	780	In School Hours	1040
Work Based	6420	Work Based	6600
Total	7200	Total	7640

LETTER OF UNDERSTANDING—NEW

CONTRACTING OUT

In Bargaining 2017, the Company and the Union considered the efficiency of the operations and have agreed as follows:

1. The Union and Company agree to maximize the benefit of any original equipment manufacturers warranties to HVC, and Article 3.07(c) shall not apply to this type of warranty work. This work will be reviewed under Article 3.07(d)(iii). Other warranty work will follow the processes outlined in Article 3.07
2. In the case of equipment failures, the Company will ask qualified employees, who have indicated they are interested in overtime, to work overtime. If sufficient overtime is not immediately available, the Union agrees that the 30 day notice process will not apply and contractors may be used.
3. When there is planned work (“peak work”) that cannot be completed by HVC employees in the required time frame, the Company will canvass qualified employees, from the crews that normally do that work, for overtime opportunities. If overtime is not available or sufficient to cover the peak work, the Company may contract out that work following the 30 day notice requirement.
4. In any cases where overtime has been committed to and subsequently withdrawn, for whatever reason, the Union agrees that the Company can contract out without the 30 day notice requirement.
5. Vendors can manage inventory and deliver products around the property provided the 30 day notice process is followed.
6. Article 3.07 does not apply to contracted work that has historically been performed by non-bargaining unit employees (staff employees).

LETTER OF UNDERSTANDING—NEW

CONTRACTING OUT TO LOCAL FIRST NATIONS

1. The Union recognizes the Company’s obligations to implement Impact Benefit Agreements (IBA’s) with local First Nations.
 - a) the Union agrees that sub-contract work, normally performed by members of the bargaining unit on the Company’s premises, may be performed by local First Nations contractors that are participating businesses under the HVC IBA’s pursuant to Article 3.07(c), without being unionized.
 - b) It is understood that any work subcontracted by the participating local First Nations business to a contractor that is not a participating business under the IBA’s, will be performed by unionized contractors.
 - c) The Company will pay local union Dobie dues for all hours worked by First Nations non-unionized contractors.
 - a. the Union dues calculated will be equivalent to the terms of Article 3 sub section 3.02(a) of the Collective Bargaining Agreement.
 - d) The work performed under this letter of understanding will not be used to compare cost effectiveness and efficiency.

LETTER OF UNDERSTANDING— UPDATED and RENEWED

EXISTING LONG TERM DISABILITY RECIPIENTS

The Parties agree that, effective October 1, 2016, those employees in receipt of long term disability benefits under previous Collective Bargaining Agreements (Agreements expiring on and prior to September 30, 2011), shall have their benefit, subject to government payments, increased to two thousand dollars (\$2,000) per month. And increased to twenty one hundred dollars (\$2,100) as of October 01, 2019.

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UNITY AND STRENGTH FOR WORKERS

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APPENDIX A

EFFECTIVE DATES and RATES FOR CLASSIFICATION IN

APPENDIX B

TERM OF C.B.A.: OCTOBER 1, 2016 TO SEPTEMBER 30, 2021

(A) Wages

Increase Date	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019	October 1, 2020
Increase Amount	0%	2%	2%	2%	2%
Wage Grade					
1	32.30	32.95	33.60	34.28	34.96
2	33.24	33.9	34.58	35.27	35.98
3	34.16	34.84	35.54	36.25	36.98
4	35.30	36.01	36.73	37.46	38.21
5	36.58	37.31	38.06	38.82	39.60
6	37.93	38.69	39.46	40.25	41.06
7	39.19	39.97	40.77	41.59	42.42
8	40.41	41.22	42.04	42.88	43.74
9	44.38	45.27	46.17	47.10	48.04
10	47.34	48.29	49.25	50.24	51.24

Signing Bonus: \$12,000

Copper Bonus: See below.

All other items as agreed to previously.

(B) Copper Bonus

For the purpose of this C.B.A., the copper bonus payable during the calendar quarter (the payment quarter) shall be determined by the average price of copper in Canadian dollars in the preceding calendar quarter (the measurement quarter).

The average price of copper in a measurement quarter shall be determined by averaging the average monthly copper price for each month in the measurement quarter as determined using the London Metal Exchange settlement quotation for copper as published in Platt's Metals Week under the heading "L.M.E. Settlement," converted to Canadian dollars using the average monthly U.S. dollar to Canadian dollar exchange rate. The conversion to Canadian dollars will be made using the monthly average of the Bank of Canada's daily Canadian dollar to U.S. dollar closing rate. The average price of copper in Canadian dollars shall be rounded up or down to the nearest whole cent.

Based upon the average price of copper in Canadian dollars in the measurement quarter, bonus payments, as a percentage increase to the base rate shall be payable for the payment quarter to the following schedule.

Average Copper Price:	Bonus Payment:
\$3.20 Cdn. or greater	+6%
\$3.10	+5%
\$3.00	+4%
\$2.90	+3%
\$2.80	+2%
\$2.70	+1%

On October 1st of each year, the average copper price in the above table will be increased by the most recent average annual Canadian CPI as per Stats Can.

The above bonus payment calculation shall be applied to all wage dependent earnings of all Bargaining Unit employees during the measurement quarter. Any funds payable under this plan will be allocated to the purchase of improved pension benefits under the Highland Valley Copper Pension Plan for Hourly-Paid Employees. (the "Plan").

At the end of each quarter, an independent actuary will determine the amount of pension that can be purchased by the cumulative copper bonus. The amount of increase shall be such that the value of the increase equals the remaining cumulative copper bonus, even if such calculation results in an increase in the benefit level. Any employees who retire during the payment quarter shall receive the amended pension amount. Effective the date of ratification, the Company will apply the copper bonus accrued since October 1, 2016 to the total accumulative copper bonus.

A quarterly statement will be provided to the Union on the status of the copper bonus account and this will also be subject to an annual review by the Partnerships external auditors.

A BIG THANK YOU!

To all our members who have supported us in solidarity throughout the last 11 months of Bargaining negotiations.

We worked hard and with your families and jobs in mind.

IT'S YOUR TURN!

Your Bargaining Committee is unanimous in its recommendation. We believe you should vote and accept this package.

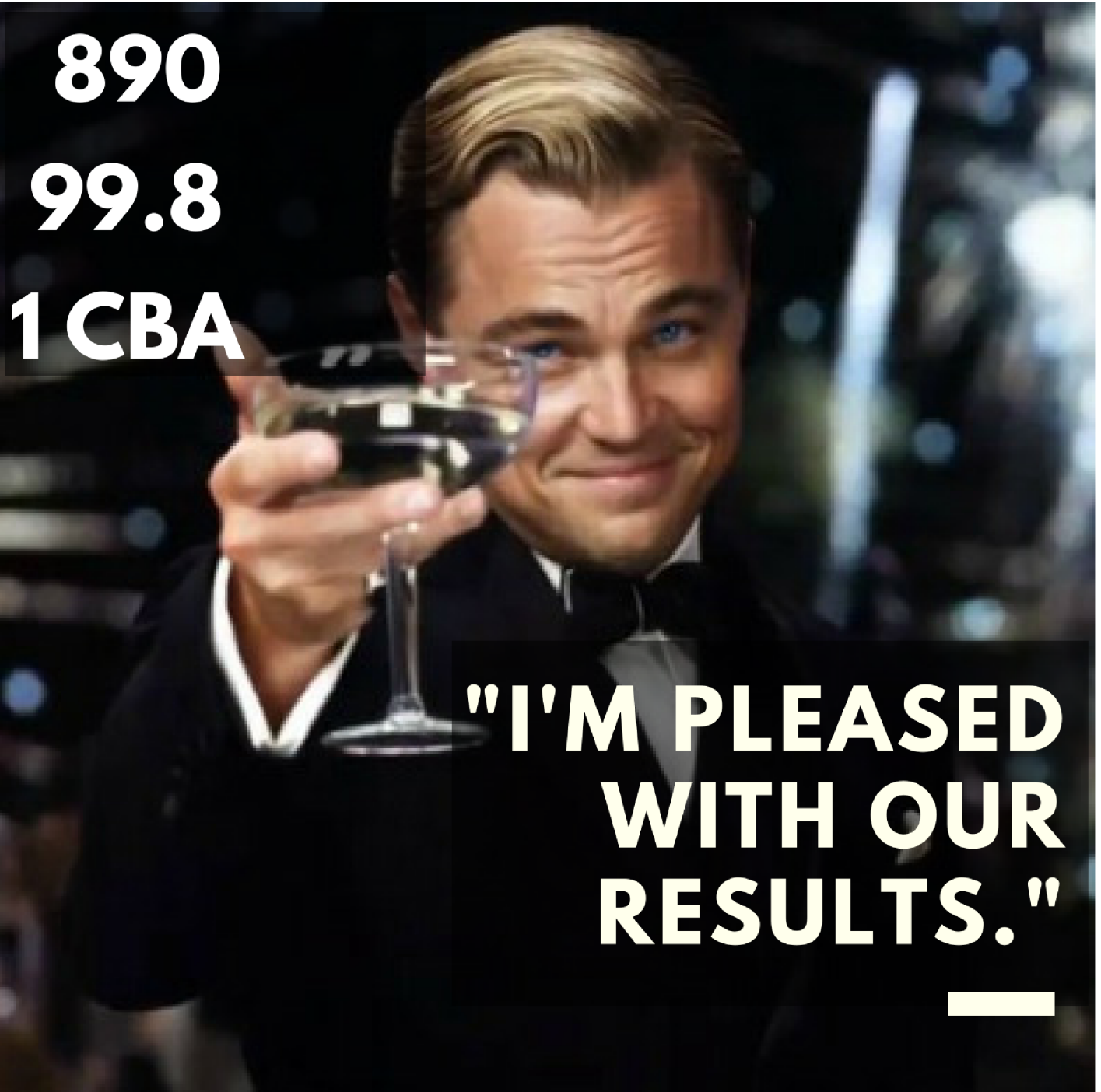
The final decision on the tentative deal now rests with you.

You are the ultimate decision maker. Take your time and please take everything into consideration before making your decision.

**UNITED WE BARGAIN
DIVIDED WE BEG**



NO CONCESSIONS



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"I'M PLEASED
WITH OUR
RESULTS."

UNITY AND STRENGTH FOR WORKERS

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RATIFICATION VOTE

INFO SESSIONS will be available before each voting time.

VOTING DATES:

Tuesday, August 08, 2017

Wednesday, August 09, 2017

TIMES:

7:15 AM

8:15 AM

1:00 PM—KAMLOOPS ONLY

5:45 PM

7:15 PM

8:15 PM

VOTING PLACE:

**Logan Lake Rec Centre, 31 Chartrand Ave
AND
Union Hall at 770 Vitoria St,
Kamloops**

***Polling stations will be open at the Union Hall from 8:00am to 4:00pm both days.**

