

Ratification Long Form Document

Arbitrate Incidental Overtime language with Corinn Bell

Agree to commit to meet and address Site Services and the Dam issues following ratification under Article 3.07.

This includes all matters previously agreed between the parties in direct negotiations and during the mediation process, along with all previous collective language.

ARTICLE 6 - ARBITRATION

6.02 Within seven (7) days following such notice, either Party will notify one Arbitrator selected from the following list:

1. ~~D.C. McPhillips~~ Corinn Bell
2. ~~Chris Sullivan~~ Mark Brown
3. ~~Corinn Bell~~ Mike Fleming
4. ~~Mark Brown~~ Cathy Knapp
5. ~~Mike Fleming~~ D.C. McPhillips
6. Julie Nichols
7. Andrew Sims
8. Chris Sullivan

Selection of an Arbitrator for the first arbitration shall be in alphabetical order until an available Arbitrator is found. If none of the Arbitrators listed above are available, an appointment shall be made by the Minister of Labour of the Province of British Columbia upon request of either Party.

ARTICLE 7 - DISCHARGE AND DISCIPLINE

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

ARTICLE 8 - OFFICERS, COMMITTEES AND STEWARDS

8.04

(c) The Chair of the Local Union Safety and Health, Grievance and Contracting Out Committees shall be assigned to the dayshift Monday through ~~Friday~~ **Thursday**. The Union Bargaining Committee shall also be assigned to the dayshift during that period of time when they are preparing for and during contract negotiations.

ARTICLE 9 – SENIORITY

9.05 (f) **If an employee feels they have been assigned to an unsafe task or job by a temporary supervisor, they have the right to refuse unsafe work pursuant to Article 11 sub-section 11.10 and 11.11.**

9.12 **(b) Employees will have recall rights to any shift, or crew they obtained through the exercise of their seniority rights, should they be forced or bumped out of such positions, and the original shift or crew becomes available within twenty-four (24) months of the employee being forced or bumped out.**

Once the original shift or crew becomes available, the employee shall return to that shift or crew – if they do not, they shall lose their seniority rights to that shift or crew.

(c) Should an employee refuse a requested transfer, all of their Shift / Crew Transfer forms will be removed (and returned to the employee) and the employee will be disqualified from submitting any new Shift / Crew Transfer forms for a period of six (6) months.

An updated Shift/Crew Transfer request list will be posted on the monthly basis on the Department bulletin boards.

9.16 The Local Union Officers - President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Chair of the Grievance Committee, **Chair of the Contracting Out Committee**, Chair of the Safety and Health Committee, who have acquired seniority shall be the last employees to be laid off from the Company in the case of lay-off, provided they can satisfactorily perform the available work.

ARTICLE 10 – JOB POSTINGS

10.12

(b) If a temporary vacancy occurs for a period which exceeds forty-five (45) regular working days, but is not expected to exceed the duration of Weekly Indemnity benefit in the case of sickness or injury, or the length of time indicated in the Employment Standards Act for **Pregnancy Maternity** or Parental leave, then such vacancies shall be filled by the Company from within the Department in accordance with Departmental seniority from the Line of Progression or Backup list or trained Operators list where applicable. If the Company is unable to fill the position from within the Department, or if the position is an entry level position, the Company shall post the temporary vacancy in all Departments and fill the position using Company seniority. In the event an employee's absence is for a longer period of time, the vacancy shall be filled in accordance with provisions of the job posting procedure.

ARTICLE 11 - HEALTH, SAFETY AND ENVIRONMENT

11.01 The Company and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent industrial injury and illness. In order to effect a thoroughly understood and accepted Health and Safety Program for employees at work, it is agreed that joint and cooperative methods shall be encouraged.

To this end, Joint Occupational Health, Safety and Environment Committees (OHSEC) will be established. In addition, the President of the Local Union, the OHSEC Co-chair for the Union, the appropriate Departmental Safety Representative and/or Crew Safety Representative and, with the permission of ~~Human Resources~~ **the General Manager or designate**, a representative of the International Union shall have the right at any time to discuss matters dealing with health, safety and environmental conditions and shall have the right of access to the Company's operations to investigate such matters. Access for such investigations shall be arranged expeditiously if requested, and Company officials shall accompany the Union officials on such investigations.

The Company shall continue to make provisions for the health, safety and environment of the employees.

11.02

(a) The Joint Occupational Health, Safety and Environment Committee shall be composed of the Superintendent Safety and Loss Control, the Superintendent Environment and Community Affairs, the Union Health and Safety Co-chair and the Departmental area Safety Representatives. There shall be two (2) Co-chairs, one (1) a Union representative and the other, a Company representative.

- (b) All accidents, dangerous occurrences and near-miss incidents shall be investigated by persons knowledgeable in the type of work involved and the Co-chairs-of the OHSEC or their designates.

Further, any incidents that, in the opinion of the Supervisor and the Health and Safety Representative requires investigation, shall be investigated by persons knowledgeable in the type of work. **In the event the Supervisor and Health and Safety Representative disagree in the requirement to investigate an incident, it shall be escalated to the OHSEC Co-Chairs for decision and determination on the investigation, as well as who will perform the investigation. The Parties agree to the use of the Preliminary Incident Investigation Tool or equivalent for all safety investigations. The content of the Preliminary Incident Investigation Tool or equivalent shall not be modified or replaced without the agreement of both Parties.**

11.07

- (a) The Company will provide the OHSEC and the Department Health, Safety and Environment Committees once a month with a daily and monthly summary of injuries for review and discussion by the Committees. The Company will also provide the Local Union with summaries and copies of all crew safety meeting minutes **in a database**, First Aid Reports for the month, Workers' Compensation Board forms and a list of all employees who the Company is aware have applied for Weekly Indemnity, Workers' Compensation Benefits or are utilizing the Modified Work Program.

11.09

If an employee suffers a fatal accident while at work, the Company shall notify **the RCMP and** the President of the Local Union in order that they may designate two (2) employees who shall, within sixteen (16) hours of such fatality, be accompanied on an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the

fatality. Each such employee shall be given a Leave of Absence ~~of one (1) day~~ for one set (four (4) days) with pay.

11.10

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

11.11

- (a) An employee who refuses to carry out any work or operate equipment, tool or appliance in compliance with Article 11 sub section 11.10 shall immediately report the circumstances to their Supervisor, **who will supply them with a Joint Work Refusal Form to be filled out by the employee.**

- (b) The Supervisor receiving the report shall immediately investigate the matter and ensure that any hazardous condition is remedied without delay, or if in their opinion the report is not valid, they shall inform the employee who made the report **and record it on the Joint Work Refusal Form.**

- (c) If the employee continues to refuse to carry out the work, the Supervisor shall make an investigation in the presence of the employee who made the report, together with a Union member of the OHSEC, or their designate, and a crew safety representative having knowledge of the work in question.

- (d) If following the investigation set out in Article 11 sub section 11.11(c) above the matter is still unresolved, the matter **shall be recorded on the Joint Work Refusal Form and** shall be referred to the OHSEC who, together with the Department Manager, shall investigate and make recommendations to the General Manager on a resolution to the matter. The General Manager shall make a final determination in the matter, subject to review by the Ministry of Mines.
- (e) While the matter is under investigation, the employee(s) who refuses to work is entitled to be re-assigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so. No employee will be required or permitted to perform work, where another employee has refused to work, unless the alternate employee in the presence of the Union member of the OHSEC has been informed by the Supervisor of the reason for the refusal **and provided a copy of the Joint Work Refusal Form.**
- (f) A Supervisor shall not knowingly perform or permit an employee to perform work which is, or could create, an undue hazard to the health or safety of any person.

11.13 The Company and the Union agree that the U.S.W. Local 7619/H.V.C. Safety Complaint forms will continue to be utilized so that employees can document and register recommendations for approval by the OHSEC. Safety complaint forms that first line Supervisors are unable to address immediately, shall be responded to in writing within four (4) working days. **The Company shall manage and maintain a Safety Complaint database, that is based on the "Repair and Safety Check Request" form, that both Parties can access at any time.**

11.14 When an employee is injured at work and the Attending Physician recommends that the employee not return to work they shall be paid at their hourly rate of pay for the remainder of the day on which they were injured. When the Attending Physician states that the injured

employee is able to return to work on the same day, the employee shall be paid their hourly rate of pay for the total time lost as a result of the injury. The Company shall provide any transportation required for employees injured at work, to their final destination, whether it be a hospital ~~within a sixty (60) mile radius of the mine site~~ or home.

11.17

welding helmets – **including 3M PAPRs**

specialized safety equipment inclusive of all body types where available.

Those employees who hold the posted position of Blaster Operator I, II, III, Cable Operator I, II, or Fuel / Lube Truck Operator, **Shovel Crew and Shift Crew Field Rovers** will be entitled to an additional subsidized payment, on the basis on one-hundred percent (100%), of up to two hundred dollars (\$200.00) per pair for safety boots per calendar year.

11.18

(a) The Company shall install, maintain in good condition and operate adequate heating and ventilating systems and shall comply with the requirements of all applicable laws.

(b) All lunchrooms to be adequately heated, **cooled**, lighted, supplied with hot and cold running water. Lunchrooms shall to the extent possible be sealed to prevent contaminants and noise from entering and shall be cleaned **and sanitized** daily.

(c) Where it is not practicable to provide running tap water, potable drinking water in suitable, approved sanitary containers shall be provided. A second container shall be provided upon request. In addition, in ~~the~~ Mine Operations ~~dry~~ **and the Mill**, sanitary ice will be provided at the start of each shift.

11.19

(a) A logbook shall be provided for and maintained by employees in each unit of mobile equipment. ~~over 7,000 kg gross vehicle weight.~~

(b)

11.20 The Company will continue with its Workplace Hazardous Materials Information System (WHMIS 2015) training program to ensure that all employees are kept up-to-date with material identification and use.

11.21

(a) **The Company shall report all environmental problems as reported to the Ministry of Mines, Emergency Management BC (EMBC) and the Ministry of Environment to the OHSEC Co-Chairs.** Where an environmental problem exists in the workplace, at the request of either Party, the Joint OHSEC shall investigate the problem. Trained members of the Emergency Response Team or the Joint OHSEC shall conduct the necessary monitoring to determine the nature or degree of the hazard or potential hazard. Equipment required for such monitoring shall be made available by the Company.

(b) The Company agrees to train and instruct all members of the Emergency Response Team and the Joint OHSEC in the correct use of monitoring **and gas detecting** equipment and in the techniques of sampling and analysis for potentially toxic substances occurring within the Company's operation. This training will be done within three (3) months of any employee's appointment to the Emergency Response Team or the Joint OHSEC.

11.22 The Company shall inform all contractors of relevant safety rules and procedures and shall ensure such regulations and safety rules are enforced. An OHSEC member will be present at all contractor accident and incident investigations. **The Union shall receive a monthly report of all contractors including indoctrination, policy and procedure sign offs and contractor administrator. This information shall also be provided upon request.**

ARTICLE 13 - OVERTIME AND SPECIAL PAY

13.10

(a) Employees employed on four (4) day continuous shift rotation schedules shall be paid a shift premium of ~~sixty (60)~~ **seventy-five (75)** cents per hour for all hours worked.

13.12

(d) Incidental overtime will be made available when there is a need to work overtime to cover for budgeted ~~manpower~~ **personnel** (i.e. absences due to sickness, Weekly Indemnity, Long Term Disability, vacation, Leave of Absence requests, etc).

(e) Campaign overtime will be made available when the budgeted ~~manpower~~ **personnel** level does not enable Mine Operations to meet production requirements (i.e. planned strip ratio cannot be maintained and waste removal falls behind) which in turn will require the operation of more than the budgeted amount of trucks.

- i) Operators will be picked up at the work station, and the Company will transport them to the Dry ~~is~~ **as** close to the hour as possible. It is recognized that due to inclement weather or mechanical failure of the bus it may not be possible to have the employees at the Dry on the hour. Where employees arrive at the Dry more than ten (10) minutes after the hour the Company will pay a penalty of one-half (1/2) hour at two (2) times the employee's regular hourly rate.

13.16

Each employee who elects to “bank overtime” shall fill out an “Overtime Banking Form” supplied by the Company. November 1 – 30 is the only time an employee can elect to participate in the overtime banking program for the following ~~payroll~~ **banked overtime** year. For those employees who elect to participate, the forty-eight (48) hour maximum will accumulate by optional overtime only and statutory holidays worked.

The banked overtime year for the purpose of this Article is defined as December 16th to December 15th of the following year.

The “Overtime Banking Form” shall authorize and require the Company to credit each participating employee’s “Overtime Account” with an amount equal to all hours paid in excess of the employee’s straight time rate, until the employee has achieved forty-eight (48) hours of credit and accumulated pay, or until the end of the ~~payroll~~ **banked overtime** year, whichever comes first.

An employee may apply for time off, to a maximum of forty-eight (48) hours in a ~~payroll~~ **banked overtime** year, after the accumulation of one full shift in hours of overtime.

Employees with overtime credits in any ~~payroll~~ **banked overtime** year will be entitled to use them ~~in that payroll year.~~ until December 31st.

This time off shall be governed by the following rules:

- i) It shall be taken at times suitable to both the Company and the employee.
- ii) Regular vacation, special vacation, floaters and days in lieu, shall have priority over the allocation of banked overtime.
- iii) All banked overtime must be used before a Leave of Absence can be requested.

Any overtime worked after the employee signs an “Overtime Banking Form” will be banked until the maximum forty-eight (48) hours is accumulated or the end of the ~~payroll~~ **banked overtime** year.

An employee may opt to accept payment at any time but must accept payment on the pay period closest to December 15th. When an employee opts to accept payment, they cannot re-enroll into the program until the next enrolment period

Employees wishing to bank overtime in subsequent years will have to enroll in November of the previous year.

The calculation for payment of banked overtime is as follows:

Example A:

A twelve (12) hour shift employee who works an overtime shift and is entitled to pay equal to one and one half (1 ½) times their hourly rate for the first eight (8) hours and double time for the last four (4) hours, will bank a total of twenty (20) hours

$$8 \text{ hours} \times 1 \frac{1}{2} = 12 \text{ hours} \ \& \ 4 \text{ hours} \times 2 = 8 \text{ hours}$$

20 hours banked

Example B:

A twelve (12) hour shift employee who works on a statutory holiday and is entitled to pay equal to double time (x2) plus ~~eight (8)~~ **twelve (12)** hours, will bank a total of twenty-four (24) hours and be paid the remaining ~~eight (8)~~ **twelve (12)** hours

$$12 \text{ hours} \times 2 = 24 \text{ hours banked and } \del{8} \ \mathbf{12} \text{ hours paid out}$$

ARTICLE 14 - PAID HOLIDAYS

14.01

The following days shall be paid holidays: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; B.C. Day (first Monday in August); Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; Employee's Floating Holidays, as provided by Article 14 sub section 14.07.

The Company agrees that if/when National Day for Truth and Reconciliation is legislated by the provincial government, it shall be recognized as a paid holiday in this collective agreement.

14.02

(a) An employee **working an eight (8) hour shift** shall be paid a holiday allowance of eight (8) hours at their regular hourly rate for each of these holidays, provided they have complied with the provisions of Article 14 sub section 14.03. ~~Statutory holidays shall begin at an employee's~~

~~regular shift starting time on the day of the holiday and terminate twenty-four (24) hours later on the following day.~~

An employee working a ten (10) hour shift shall be paid a holiday allowance of ten (10) hours at their regular hourly rate for each of these holidays, provided they have complied with the provisions of Article 14 sub section 14.03.

An employee working a twelve (12) hour shift shall be paid a holiday allowance of twelve (12) hours at their regular hourly rate for each of these holidays, provided they have complied with the provisions of Article 14 sub section 14.03.

Statutory holidays shall begin at an employee's regular shift starting time on the day of the holiday and terminate twenty-four (24) hours later on the following day.

14.05

(b) Ten Hour Shift – Steady Days

A ten (10) hour shift employee required to work on a paid holiday, provided they are entitled to a holiday allowance, will be paid at two (2) times their regular rate for the first ten (10) hours in addition to their holiday allowance up to and including ~~eight (8)~~ ten (10) hours. ($2 \times 10 + 8 \times 10 = 28 \times 30$ hours). All hours worked in excess of ten (10) hours shall be paid at three (3) times the employee's basic hourly rate.

(c) Twelve Hour Shift – Semi-Continuous / Continuous

4 x 4 employees working on a statutory holiday will be paid double time for the first twelve (12) hours in addition to the holiday allowance up to and including ~~eight (8)~~ twelve (12) hours. ($2 \times 12 + 8 \times 12 = 32 \times 36$ hours). 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 (c)

The Company shall ensure that the allotted slots meet or exceed the crew's annual floater and day in lieu entitlement.

Extra DIL / FL entitlement will be allocated to an entire month based on crew size as per the below chart, compounding for larger crews.

Allocation of Extra Slots by Month based on Crew Size												
Extra Slots	May	Sept	Apr	Oct	Mar	Nov	Feb	Jan	Dec	Aug	July	Jun
1	22	24	26	28	30	32	34	36	38	40	42	44
2	46	48	50	52	54	56	58	59	61	63	65	67

November 30 will be the deadline for the calculation of crew size, setting the allocation for the following year and will be posted with the Department vacation schedules on December 15.

ARTICLE 16 - VACATION WITH PAY

16.03

(c) On or after November 1st of each year employees will be called upon to indicate **their** preference in vacation scheduling **for the following calendar year**. ~~Those e~~ 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. Employees electing to split their vacation will be entitled to preference for only one portion of vacation. **In the case that their preference is not available, they will be made aware of available alternatives and must indicate their preference when called upon and safe to do so.** This process shall repeat itself until all vacations are ~~completed~~ **scheduled but will be completed no later than 11:59 p.m. on November 30th of each year.**

~~From November 1st–30th, 2017 employees will be asked to submit their vacation request for the time period of April 1st–December 31st, 2018. For each consecutive year, employees will be required, on or after November 1st–30th, to submit their vacation request for the subsequent calendar 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. **At any time, an employee may opt to accept payment of their entire remaining unpaid vacation. Any** 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.

16.07 Vacations may be split into units in accordance with an employee's shift cycle. Vacations shall not be taken in blocks less than one shift cycle, except where there is less than one shift cycle remaining in vacation entitlement **in accordance with Article 17 sub section 17.01 (f).**

ARTICLE 17 - LEAVE OF ABSENCE

17.06 Upon reasonable prior notice in writing, the Company will grant any employee an unpaid Leave of Absence for the first term of office as a Member of Parliament of Canada~~or~~, as a Member of the Legislative Assembly of British Columbia, **or as a Member of Indigenous governance.**

17.07

- (a) Employees shall be entitled to ~~Pregnancy and~~ **Maternity /** Parental leave in accordance with the provisions of the Employment Standards Act. Such employees shall not lose seniority because of this leave and shall be restored to their former or

equivalent position. Additional Leave of Absence may be granted under Article 17 sub section 17.07 (b) provided the appropriate medical certificates are provided for the dependent on request.

17.08 The Company recognizes that a request for **Maternity / Parental Leave**, Compassionate Care Leave, **Leave respecting Domestic or Sexual Violence** and Family Responsibility Leave, as defined by legislation, is a legitimate reason for Leave of Absence. ~~as provided for in Article 17 sub section 17.01 (a).~~

ARTICLE 18 – INSURANCE BENEFITS

18.01

(a) The Medical Services Plan of British Columbia and the Extended Health Benefit Plan of the insurance carrier. The lifetime maximum for the Extended Health Benefit will be ~~\$100,000~~ **\$110,000** per family member.

Effective October 1, ~~2016~~ **2021**

- the annual maximums per person for Chiropractor, Naturopath, Podiatrist, Physiotherapist, Massage Practitioner, Speech Therapist, ~~Clinical Psychologist, Registered Clinical Counsellor~~ and Acupuncturist, all combined, shall be ~~\$1,200~~ **\$1,400**.
- **The annual maximums per person for Licensed Psychologists or Social Workers, or Clinical Counsellor who are active members of a Provincial Association which is approved by Sunlife the benefit provider, all combined, shall be \$2,500.**

- **Cognitive Behavioral Therapy and Therapist Guided Programs are included**
- **Employees are encouraged to use the Sunlife mobile app or website to search for Clinical Counsellors that are approved by Sunlife**
- hearing aids (including batteries, recharging device, accessories) for members and dependent children to a maximum of \$500 per five calendar years.
- **Prescribed contraceptives**
- **Health and Wellness Benefit (Healthy Living Allowance) of five hundred (\$500) per calendar year, including members on LTD**

A Group Life Insurance Benefit of ~~\$80,000~~ **\$100,000** for the term of this C.B.A. commencing on the date of ratification of the C.B.A.

A non occupational Accident, Death and Dismemberment Benefit (A.D.&D.) of ~~\$80,000~~ **\$100,000** for the term of this C.B.A. commencing on the date of ratification of the C.B.A.

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 perweek are as follows:

- October 1, ~~2019~~ **2021** ~~\$800.00~~ **\$850.00** per week

(h) 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, ~~2019~~ **2021** ~~\$2,100.00~~ **\$2,200.00** per month

Employees on Long Term Disability will be paid semi-monthly.

Basic benefit rate

Effective October 1, ~~2016~~ **2021** to September 30, ~~2021~~ **2026** \$89.00 per month per year of service.

*Total pension (basic benefit plus copper bonus) at ~~October 1, 2016 is \$105.19.~~ **October 1, 2021 is \$119.15.**

~~Termination~~

~~Benefits vesting 2 years of service~~

Before Retirement, with Spouse

Eligibility

Either 15 years service or 60 "points" (total of age plus service) plus 10 years service.

Amount

Payable to the spouse, the greater of:

An immediate pension equal to 50% of the accrued basic pension (unreduced) that would have been payable to the member had they been retirement eligible

OR

The pension that can be provided by 100% of the commuted value of the accrued basic pension, which can be taken as a monthly pension or locked in plan.

18.02

- (a) The Company shall supply to the Union copies of the master Agreements to all benefit plans agreed to in this C.B.A. **No changes shall be made to any agreement during the term of the Collective Agreement without the agreement of the Union.**

Article 18.06

- (a) **Birth mothers who are eligible for maternity leave under the Employment Standards Act are eligible for a Company-paid top-up premium for a maximum of seventeen (17) weeks commencing the first day of their maternity leave. The top-up premium is:**
- a, 100% of the employee's pre-maternity leave average weekly wage during the EI waiting period up to a maximum of one week; and**
 - b. an amount equal to the difference between 100% of the employee's pre-maternity leave average weekly wage and the EI Standard Parental Leave benefit for the remainder of the maternity leave up to a maximum period of 16 weeks. For greater certainty, the Company will always use the Standard Parental Leave benefit for the purpose of calculating this top-up premium.**
- (b) **"Average weekly wage" is defined as forty (40) hours x base rate.**
- (c) **To qualify for the top up premium set out in this Article, the employee must:**
- a. have completed at least 12 months of continuous service with the Company; and**
 - b. be approved for receipt of EI Parental Leave benefits prior to the end of the one week waiting period.**
- (d) **If an employee receives any top-up premium and voluntarily terminates their employment within 6 months of returning to work from the maternity/parental leave, the employee will pay back the top-up premium to the Company as follows:**
- a. 100% of top-up premium repayable to the Company if employment ends less than one month after the end of the employee's maternity/parental leave; or**
 - b. repayable on a pro-rated bases to the Company if employment ends more than one month and up to six months after the end of the employee's maternity/parental leave.**
- (e) **The purpose of the top-up premium in this Article is to support the health and well-being of pregnant women and new birth mothers associated with pregnancy and childbirth so that they can effectively return to the workforce.**

ARTICLE 19 - GENERAL PROVISIONS

19.01

(b) To ensure that employees receive Weekly Indemnity Insurance benefits and Workers' Compensation benefits with a minimum of delay, the Company will advance, upon request of the employee, an amount equal to the amount of Weekly Indemnity benefit payable for each benefit entitlement period **to a maximum of six (6) months**. Payment of the advance will be made during the week of the request provided that:

- I) the employee cooperates in completing the necessary documents to support their claim.
- II) the employee agrees to reimburse the Company for any monies so advanced.
- III) ten (10) days have elapsed since the date the employee filed their completed application for benefits.
- IV) ~~in any event, the Company will not advance money in excess of the vacation pay entitlement due to the employee, where~~ the facts related to the claim are in dispute.

Completion of a "wage agreement" form will be required prior to the advancement of any monies.

19.02 An employee terminating their employment or being laid off shall be paid all wages due to them ~~as promptly as possible.~~ **within forty-eight (48) hours after the employer ends employment or within six (6) days after the employees last day of work when an employee quits or retires.**

19.09

(a) The Company agrees to provide a tool allowance for tradespeople as follows:

Tool Allowance

Per Hour

Machinist	.75 \$.85
Millwright	.75 \$.85
Heavy Duty Mechanic	.75 \$.85
Gas Mechanic	.75 \$.85
Welder (with valid Pressure Ticket)	.75 \$.85
Lube Journeyperson	.75 \$.85
Electrician	.70 \$.80
Instrument Technician	.70 \$.80
Pipefitter/Plumber	.70 \$.80
Heat Vent and Refrigeration Mechanic	.70 \$.80
Welder	.65 \$.75
Carpenter	.65 \$.75
Tire Repairer	.65 \$.75
Heat and Vent Serviceperson	.65 \$.75
Potable Water / Waste Water Treatment Operator	.65 \$.75

19.13 The Company undertakes to give at least one (1) months notice to each employee required by statute to take a medical examination or hearing test. Those employees scheduled for hearing tests will take the test ~~on their own time~~ **Company time**. The cost of Company required medical examinations shall be borne by the Company and arranged during the employee's normal shift with no loss of wages. Upon proof of attendance, employees attending a medical examination under 2.12.3 of the Health, Safety and Reclamation Code for Mines in British Columbia will do so on their

scheduled day off and will receive two (2) hours pay at their base rate.

19.17 The Parties agree to establish an Indigenous Committee that will meet at minimum on a quarterly basis. The Committee will establish a Term of Reference and forward non-binding recommendations to be reviewed by the Union President and the General Manager.

The Committee, which will be made up of Indigenous individuals, will have three (3) employees from the Union and three (3) from the Company.

ARTICLE 20 - TRADES ASSIGNMENT

20.04

- (a) Where an employee feels that they have been improperly assigned to perform a job under Article 20 sub section 20.01 or where an employee feels that they should have been assigned to perform a job under Article 20 sub section 20.01, they shall have the opportunity to call a member of the Trades Committee or a Shop Steward and file their complaint by completing a questionnaire provided. The employee assigned the work shall perform the job until the complaint has been resolved in accordance with the provisions of this Article.
- (b) A copy of the questionnaire shall be provided to the complainant, **their Supervisor**, Union, and Trades Committee representative or Shop Steward **prior to the meeting.**

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 The Company and the Union agree that technological change is both necessary and desirable for the viability of the Company and the ongoing security of its employees.

In recognition of the foregoing, the Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid off, or ~~permanently~~ demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at Stage Three of the grievance procedure.

21.03 In order to lessen the effects on employees who are adversely affected as a result of technological change, it is agreed that:

- (a) The Company shall notify the Union in writing not less than six (6) months in advance of intent to institute technological change. The Company shall then meet with the Union to explain the technological change, setting forth the estimated number **and type** of employees affected, **the date on which the employer proposes to effect the technological change, the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected** together with the nature and extent of the change anticipated.
- (b) The Company will cooperate with the Provincial or Federal Governments and participate in every way possible in training or re-training of employees affected by technological change. This shall include educational Leaves of Absence for re-training, if required.
- (c) An employee who is set back to a lower paid job as a result of technological change will receive the rate of their regular job at the time of the setback ~~for a period of **three (3)**~~ **six (6)** months. For a further period of ~~**three (3)**~~ **six (6)** months, the employee will receive an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new job. At the end of this ~~**six (6) month**~~ **one (1) year** period the rate of their new regular job shall apply.

GENERAL

22.07 Successful applicants for training programs shall be given a course outline, appropriate training manuals and a planned schedule of training. The employee's schedule and progress will be reviewed with them on a regular basis. **The Company shall provide, upon request, a printed copy of certification of completion.**

MILL OPERATIONS

22.18

- (c) Employees, who have completed the requirements for the Mill Operator I level, will be eligible to apply to be trained as a Leach Plant Operator or Cyclone Operator II.

Leach Plant Operators or Cyclone Operator II's will return to the Mill Operations Line of Progression at the Mill Operator I, ~~or II~~, **or III** level depending upon their qualification and upon the level of the vacancy.

MINE DEPARTMENT

22.25 In order to maintain a high level of skill among the Backup Operators in Mine Operations listed in Article 22 sub section 22.24 above, there will be daily rotation among the Backup Operators on the shift. The Company will balance the operating time **and provide the Union with a list of all associated hours** every ~~2~~ **3** months.

22.34 Employees in Mine Operations, who are awarded a training posting, may withdraw from the posting if their training has not started within ~~six (6)~~ **three (3)** months of being awarded the posting. Such withdrawals must be done in writing to their Supervisor, at which time they will be eligible to post for jobs posted under the terms of Article 10 of the C.B.A.

23.04

The pre-apprenticeship testing procedure will be as follows:

(a) Tests recommended for self-evaluation will be made available to employees on request. Failure to take such tests shall not jeopardize an employee's application for apprenticeship.

~~(b) Formal apprenticeship selection testing will be done on Company property on Company time within fourteen (14) days of the expiry of the relevant job posting. A Union representative will be present when the tests are given and marked.~~

(b) Formal apprenticeship selection testing will be administered through Thompson Rivers University (TRU) using the Accuplacer System online. The testing will take place on Company time, and on Company property, within 14 days of the expiry of the relevant job posting. This will be subject to availability by TRU.

~~(c) Passing grades for the apprenticeship selection tests have been established as being a requirement of seventy-five percent (75%) in each of the mechanical aptitude, space relations and shop math.~~

Passing grades for the apprentices will be as per the minimum scores in each category Reading, Writing, Arithmetic and Quantitative Reasoning, Algebra and Statistics. These scores are determined by Accuplacer.

Minimum Passing Scores 2021

Trade	Reading	Writing	Arithmetic	Quantitative Reasoning,
--------------	----------------	----------------	-------------------	--------------------------------

				Algebra & Statistics (QAS)
Automotive Service Technician	250	-	260	245
Carpentry	240	240	260	245
Electrical	250	250	260	245
Heavy Mechanical	230	-	245	235
Industrial Mechanic (Millwright/Machinist)	250	-	260	245
Instrumentation/Control Technician	250	250	260	245
Piping/Plumbing	250	-	260	245
Refrigeration & Air Conditioning	240	240	260	245
Welding	230	-	245	235

~~(d) All scoring computations of percentages in each section will be rounded off to the next highest percentage point where any fraction of a percentage point exists.~~

(d) The Company will reimburse eligible employees for the testing fees upon successful completion of the testing and upon submission / proof of receipt.

23.09

(b) The Company shall reimburse an employee who submits receipts, up to ~~five hundred (\$500.00)~~ **seven hundred and fifty (\$750)** during the period of their indentureship for the purchase of required textbooks.

- (c) The Company shall reimburse an employee who submits receipts, up to ~~one thousand three hundred (\$1,300.00)~~ **one thousand seven hundred and fifty (\$1,750)** each year of successful completion of technical training during their indentureship.
- (d) Upon submission of receipts, those employees required to attend technical training away from their primary residence will be eligible for a ~~\$100.00~~ **one hundred and fifty (\$150)** weekly living out allowance.
- (e) Upon submission of receipts and the completion of a “wage agreement” form, employees will be immediately reimbursed for the purchase of required textbooks and technical training (tuition). The “wage agreement” form will only come into effect if the employee fails to complete that level of technical training and / or makes the conscious decisions to withdraw form the apprenticeship program.**

23.11

Certified Warehouseperson III

To progress to Warehouseperson III, wage grade ten (10), the employee will complete nine hundred and forty-five (945) work based hours as a Certified Warehouseperson II or show they possess an additional minimum of nine hundred and forty-five (945) hours of experience in the trade. They must also acquire **one (1) of** the following educational requirements:

- C.I.T.T. – Transportation Systems

~~or~~

- P.M.A.C. - Introduction to Procurement

- **Completion of Supply Chain Canada technical course Procurement**

~~or~~

- A.P.I.C.S. – Basics of Supply Chain Management

- **ASCM CPIM Part 1 Module 1: Supply Chain Overview and Module 2: Fundamentals of Demand Management**

~~Or~~

- M.H.M.S. M.M. 1 and M.M. 2

23.12

(a) Welding Apprenticeships

The selection of candidates for this position will be in accordance with Article 23 sub section 23.03. Apprentices will be required to successfully complete training as described in this Article, pass an Interprovincial Trades Qualification examination for Welders, ~~achieve “A” level endorsement, with one thousand two hundred and eighty (1,280)~~ **achieve “MPAW” level endorsement, with nine hundred and thirty (930)** in school hours and complete five thousand ~~nine hundred and twenty (5,920)~~ **five hundred and twenty (5,520)** work based hours in the trade to achieve the designation of Journeyman Welder.

(b) The hours required for each year of apprenticeship are:

First level Apprentice

Hours as assigned

Second level Apprentice

Successfully complete all Level I in-school requirements and ~~one thousand four hundred and eighty (1,480)~~ **one thousand five hundred and forty (1,540)** work based hours

Third Level Apprentice

Successfully complete all Level II in-school requirements and ~~two thousand nine hundred and sixty (2,960)~~ **three thousand and eighty (3,080)** work based hours

Fourth Level Apprentice

Successfully complete all Level III in-school requirements and pass Interprovincial Trades Qualifications examination and complete ~~four thousand four hundred and forty (4,440)~~ **four thousand six hundred and twenty (4,620)** work based hours

Journeyman Welder

Successfully complete all the in-school requirements and ~~achieve "A" level endorsement~~ **achieve "MPAW" level endorsement** and complete ~~five thousand nine hundred and twenty (5,920)~~ **five thousand five hundred and twenty (5,520)** work based hours

WAGE GRADE SCHEDULE

Note: Certified, with regards to Welders, will mean the following:

British Columbia – Red Seal & Welder "A" Ticket **or "MPAW" Ticket** or Specialty Metals.

Welders completing their apprenticeship before 2020 or those who were not sponsored during their apprenticeship require Red Seal and Welder "A" ticket as per the ITA pathway

Alberta – Red Seal **and Welder "A" ticket** or equivalent if from other provinces

Note: Certified, with regards to Refrigeration and Air Conditioning Mechanic will mean the following:

British Columbia – Red Seal & Gasfitter "Class A" ticket

Alberta – Red Seal & Gasfitter "Class A" ticket or equivalent if from other provinces

23.13

a) Mobile Crane Apprenticeships

The selection of future Apprentice candidates for this position will be in accordance with Article 23 sub section 23.03 of the C.B.A. Apprentices will be required to successfully

complete training as required, pass the Provincial Certificate of Qualification for Mobile Crane Operator - Hydraulic Unlimited Tonnage, with three hundred and sixty (360) in school hours and complete six thousand eight hundred and forty (6,840) work based hours in the trade to achieve the designation of Journeyperson Mobile Crane Operator. **The Company agrees to rent equipment or send apprentices to a location if necessary to complete their apprenticeship.**

Administration and Accounting

General:

As the standards and courses offered by the **P**rofessional **A**ssociations and training agencies are subject to change without notice, ~~As such,~~ these educational requirements will be periodically reviewed and updated.

Accounting

~~Accounting course equivalency standards are those accepted by the professional associations of Certified Management Accountant (CMA) and Certified General Accountant (CGA).~~

~~In order to satisfy the educational requirements as outlined in the Collective Bargaining Agreement, a minimum of eleven (11) modules are required from one of the designated programs—CMA or CGA. These courses are outlined in the “CGA—Thompson Rivers University—Opening Learning Transfer Credit Guide” and the “CMA Canada—B. C.—Advanced Standing Guide”.~~

~~As Teck Highland Valley Copper Partnership is a member of the Canadian Payroll Association, completion of the first (Payroll Compliance Legislation) or second (Payroll Fundamentals 1) core payroll course(s) is a module option that will be available to individuals who are following the “Accounting” education path.~~

~~The requirements are outlined as follows:~~

Wage Grade

Junior **Accounting** Analyst

6

- Typing 40 wpm
- ~~• Intermediate level Excel and Word certification from an accredited institution~~
- Accounting I
 - TRU Open Learning course ACCT 1211 or equivalent
 - Minimum 65%

AND

- Accounting II
 - TRU Open Learning course ACCT 1221 or equivalent
 - Minimum 65%

AND

- Introduction to Professional Writing
 - TRU Open Learning course CMNS 1290 or equivalent
 - Minimum 65%
- ~~Written Communication~~
 - ~~TRU Open Learning course ENGL 0661 or equivalent~~
 - ~~Minimum 65%~~

Accounting Analyst – I

7

- ~~Grade 12~~
- ~~Word Processing 40 WPM~~
- ~~Completion of first year level recognized accounting course is defined as the completion of a total of three (3) modules of which one (1) is mandatory.~~

~~CGA ————— Financial Accounting Fundamentals ————— (mandatory)~~
~~————— two modules~~

~~CMA ————— Introductory Financial Accounting ————— (mandatory)~~
~~————— two modules~~

- One (1) year as a Junior Accounting Analyst
- Financial Accounting
 - TRU Open Learning course ACCT 2211 or ACCT 2210 or equivalent
 - Minimum 65%

AND

- Introduction to University Writing
 - TRU Open Learning course ENGL 1101 or 1100 or equivalent
 - Minimum 65%
- ~~Business Law~~
 - ~~TRU Open Learning course BLAW 29101 or BLAW 29110 or equivalent~~
 - ~~Minimum 65%~~

~~OR~~

- ~~Canadian Payroll Association Course Payroll Compliance Legislation (with approval from the Controller)~~
 - ~~Minimum 65%~~
- ~~Accounting II~~

- ~~• TRU Open Learning course ACCT 1221 or equivalent~~
- ~~• Minimum 65%~~

Accounting Analyst – II

8

- ~~• Grade 12~~
- ~~• Word Processing 40 WPM~~
- ~~• Completion of second year level recognized accounting course is defined as the completion of a total of six (6) modules—three (3) modules during the first year and an additional three (3) modules during the second year. One of the second year level modules is mandatory.~~

~~CGA — Management Accounting Fundamentals (mandatory)
— two modules~~

~~CMA — Intermediate Financial Accounting (mandatory)
— two modules~~

- ~~• 1 year as Accounting Analyst I~~
- ~~• MS Word and MS Excel~~

- One (1) year as an Accounting Analyst I

- **Financial Accounting Option**

- **Intermediate Financial Accounting I**
 - TRU Open Learning course ACCT 3201 or ACCT 3200 or equivalent
 - Minimum 65%
- AND**
- **Business Law**
 - TRU Open Learning course BLAW 2911 or BLAW 2910 or equivalent
 - Minimum 65%
- OR**
- **Canadian Payroll Association Course**
 - Payroll Compliance Legislation (with approval from the Controller)
 - Minimum 65%

OR

- **Management Accounting Option**
 - Management Accounting
 - TRU Open Learning course ACCT 22501 or ACCT 22540 or equivalent
 - Minimum 65%
 - AND**
 - Business Law
 - TRU Open Learning course BLAW 2911 or BLAW 2910 or equivalent
 - Minimum 65%
 - OR**
 - Canadian Payroll Association Course
 - Payroll Compliance Legislation (with approval from the Controller)
 - Minimum 65%
 - ~~Canadian Payroll Association Course~~
 - ~~Payroll Fundamentals I (with approval from the Controller)~~
 - ~~Minimum 65%~~
 - ~~Financial Accounting I~~
 - ~~TRU Open Learning course ACCT 3200 or ACCT 3201 or equivalent~~
 - ~~Minimum 65%~~

Intermediate Accountant

9

- ~~Grade 12~~
- ~~Word Processing 40 WPM~~
- ~~Completion of third year level recognized accounting course is defined as the completion of a total of nine (9) modules — three (3) modules during the first year level, three (3) modules during the second year level and an additional three (3) modules during the third year level. One of the third year level modules is mandatory.~~

~~CGA — Corporate Finance Fundamentals — (mandatory)~~

~~— two modules~~

~~CMA — Advanced Financial Accounting — (mandatory)~~

~~— two modules~~

- ~~1 year as Accounting Analyst II~~

- ~~MS Word and MS Excel~~
- One (1) year as an Accounting Analyst II
- Financial Accounting Option
 - Intermediate Financial Accounting II
 - TRU Open Learning course ACCT 3211 or ACCT 3210 or equivalent
 - Minimum 65%
 - Information Technology
 - TRU Open Learning course MIST 2610 or MIST 2611 or equivalent
 - Minimum 65%

OR

- Canadian Payroll Association Course
 - Payroll Fundamentals I (with approval from the Controller)
 - Minimum 65%

OR

- Management Accounting Option
 - Intermediate Management Accounting
 - TRU Open Learning course ACCT 32501 or ACCT 32510 or equivalent
 - Minimum 65%
 - Information Technology
 - TRU Open Learning course MIST 2610 or MIST 2611 or equivalent
 - Minimum 65%

OR

- Canadian Payroll Association Course
 - Payroll Fundamentals I (with approval from the Controller)
 - Minimum 65%

~~—OR~~

- ~~○ Canadian Payroll Association Course Payroll Fundamentals 2 (with approval from the Controller)~~
- ~~○ Minimum 65%~~

Senior Intermediate Accountant

10

- ~~• all requirements of Intermediate Accountant~~
- ~~• 2 years experience as an Intermediate Accountant or 5 years related experience~~
- ~~• Completion of two (2) additional modules from one of the designated programs.~~

~~Each of these modules is currently available through correspondence.~~

- Two (2) years as an Intermediate Accountant **or 5 years related experience**
- **Financial Accounting Option**
 - Advanced Financial Accounting
 - TRU Open Learning course ACCT 4200 or ACCT 4201 or equivalent
 - Minimum 65%
 - Audit and Assurance
 - TRU Open Learning course ACCT 4230 or ACCT 4231 or equivalent
 - Minimum 65%

OR

- **Canadian Payroll Association Course**
 - **Payroll Fundamentals 2 (with approval from the Controller)**
 - **Minimum 65%**

OR

- **Management Accounting Option**
 - **Advanced Management Accounting**
 - **TRU Open Learning course ACCT 4251 or ACCT 4250 or equivalent**
 - **Minimum 65%**
 - Income Taxation
 - TRU Open Learning course ACCT 3221 or equivalent
 - Minimum 65%

OR

- **Canadian Payroll Association Course**
 - **Payroll Fundamentals 2 (with approval from the Controller)**
 - **Minimum 65%**
- ~~Information Technology~~
 - ~~TRU Open Learning course MIST 2610 or MIST 2611 or equivalent~~
 - ~~Minimum 65%~~

QUALIFICATIONS LINES OF PROGRESSION MINE AND MILL DEPARTMENT

Wage Grade

Junior Analyst – I

4

- Grade 12
- Word Processing 40 WPM
- MS Word and MS Excel

Junior Analyst – II

5

- ~~Grade 12~~
- ~~Word Processing 40 WPM~~
- ~~MS Word and MS Excel~~
- One (1) year at Junior Analyst I

Junior Analyst III

6

- One (1) year at Junior Analyst II
- Accounting I
 - TRU Open Learning course ACCT 1211 or equivalent
 - Minimum 65%

AND

- Accounting II
 - TRU Open Learning course ACCT 1221 or equivalent
 - Minimum 65%

AND

- Introduction to Professional Writing
 - TRU Open Learning course CMNS 1290 or equivalent
 - Minimum 65%

Plant Analyst

7

- ~~Grade 12~~
- ~~Word Processing 40 WPM~~
- 3 years as a Junior Analyst I, ~~and~~ II **and Junior Analyst III** or equivalent
- ~~MS Word and MS Excel~~
- ~~and~~ Completion of ~~one of~~ the following:

- Financial Accounting
 - TRU Open Learning course ACCT 2211 or ACCT 2210 or equivalent
 - Minimum 65%

AND

- Introduction to University Writing
 - TRU Open Learning course ENGL 1101 or 1100 or equivalent
 - Minimum 65%

- ~~• 1st year level recognized accounting course which is defined as the completion of a total of three (3) modules of which one (1) is mandatory.~~

~~→ CGA — Financial Accounting Fundamentals (mandatory)
two modules~~

~~→ CMA — Introductory Financial Accounting (mandatory)
two modules~~

OR

- ~~• Completion of~~ PMAC technical course ***Introduction to Procurement***

OR

- **Supply Chain Canada technical course Procurement**

OR

- ~~• Completion of~~ APICS CPIM Module ***Basics of Supply Chain Management*** or successfully challenging the exam

OR

- **ASCM CPIM Part 1 Module 1: Supply Chain Overview and Module 2: Fundamentals of Demand Management**

OR

- CITT Level 1 course ***Transportation Systems***

OR

- **Office Assistance Certificate from Okanagan College or equivalent from an accredited educational institute with a minimum 70%**

*The seminar options for Plant Analyst and Senior Plant Analyst include Negotiations and Contract Law & Administration.

Senior Plant Analyst

8

1 year as a Plant Analyst and completion of one of the following:

- Financial Accounting Option

- Intermediate Financial Accounting I
 - TRU Open Learning course ACCT 3201 or ACCT 3200 or equivalent
 - Minimum 65%
- AND
- Business Law
 - TRU Open Learning course BLAW 2911 or BLAW 2910 or equivalent
 - Minimum 65%
- OR
- Canadian Payroll Association Course
 - Payroll Compliance Legislation (with approval from the Controller)
 - Minimum 65%

OR

- Management Accounting Option

- Management Accounting
 - TRU Open Learning course ACCT 22501 or ACCT 22540 or equivalent
 - Minimum 65%
- AND
- Business Law
 - TRU Open Learning course BLAW 2911 or BLAW 2910 or equivalent
 - Minimum 65%
- OR
- Canadian Payroll Association Course
 - Payroll Compliance Legislation (with approval from the Controller)
 - Minimum 65%

~~● 2nd year level recognized accounting course which is defined as the completion of a total of six (6) modules – three (3) modules during the first year and an additional three (3) modules during the second year. One of the second year level modules is mandatory.~~

~~→ CGA – Management Accounting Fundamentals (mandatory)~~

~~– two modules~~

~~→ CMA – Intermediate Financial Accounting (mandatory)~~

~~– two modules~~

OR

- ~~Completion of~~ PMAC Technical course Introduction to Logistics and two 2-day PMAC Seminars

OR

- **Supply Chain Canada (SMT) technical course Logistics and two 2-day Supply Chain Management seminars***

OR

- ~~Completion of~~ APICS CPIM Module Master Planning of Resources and successfully passing the exam and two 2-day PMAC seminars

OR

- **ASCM CPIM Part 1 Module 3: Plan Supply and Module 4: Execute Supply Plan and two 2-day Supply Chain Canada seminars***

OR

- ~~Completion of~~ CITT Level 1 course Logistics Processes and 2 of 5 required Level 2 courses

OR

- **Administrative Assistant Professional Certificate – Virtual Delivery from UNBC or equivalent from an accredited educational institute with a minimum of 70%**

The above represent minimum qualifications. The formal education qualifications may be met and replaced by appropriate practical experience to perform the job. Vacancies shall be filled by the senior applicant who meets the minimum qualifications or who can demonstrate the present ability to perform the duties of the job at the equivalent technical level.

Employees planning to enroll in a course, to meet wage grade qualifications, must consult with their Supervisor to ensure that the course is recognized and or meets the equivalency requirements prior to enrolling.

WAGE GRADE QUALIFICATIONS

Warehouse and Purchasing

*While the revisions below (**captured in bold**) reflect the organizational name change of the various associations, the Company will continue to recognize the previous associations, thereby supporting current incumbents.*

In order to advance from Materials Analyst I to Materials Analyst II, III or IV, an individual will have the option of completing all the required **P.M.A.C. (Purchasing Management Association of Canada) technical courses; Supply Chain Canada technical courses via the SMT (Supply Management Training);** ~~OR~~ the SCMP (Supply Chain Management Professional) program ~~OR~~ the

C.I.T.T. (Canadian Institute of Traffic and Transportation) courses **OR** the A.P.I.C.S. (Association for Operations Management); **ASCM (Association for Supply Chain Management) C.P.I.M.** (Certified Professional Inventory Management) modules.

Each of these courses or modules is available via the internet or through correspondence.

Materials Analyst – I

7

- Grade 12
- Word processing 40 WPM
- MS Word, MS Excel and Database
- Completion of one (1) of the following:
 - PMAC technical course **Introduction to Procurement**
 - **Supply Chain Canada technical course Procurement**

OR

- APICS CPIM Module **Basics of Supply Chain Management** or successfully challenging the exam
- **ASCM CPIM Part 1 Module 1: Supply Chain Overview and Module 2: Fundamentals of Demand Management**

OR

- ⊖ CITT Level 1 course **Transportation Systems**

Materials Analyst – II

8

- ~~• Grade 12~~
- 1 year's experience as Materials Analyst I
- ~~• Word processing 40 WPM~~
- Completion of one (1) of the following:
 - PMAC (SMT) technical course **Introduction to Logistics** and two 2-day PMAC seminars*
 - **Supply Chain Canada (SMT) technical course Logistics** and two 2-day Supply Chain Canada seminars*

OR

- PMAC (SCMP) Module 1: **Supply Chain Management** **
- **Supply Chain Canada (SCMP) Module 1: *Supply Chain Management*** **

OR

- APICS CPIM Module Master Planning of Resources and successfully passing the exam and two 2-day PMAC seminars*
- **ASCM CPIM Part 1 Module 3: Plan Supply and Module 4: Execute Supply Plan and two 2-day Supply Chain Canada seminars***

OR

- CITT Level 1 course ***Logistics Processes*** and 2 of 5 required Level 2 courses

Materials Analyst – III

9

- 1 year's experience as Materials Analyst II
- ~~Word processing 40 WPM~~
- Completion of one (1) of the following:
 - PMAC (SMT) technical course **Introduction to Transportation** and two 2-day PMAC seminars*
 - **Supply Chain Canada (SMT) technical course *Transportation*** and two 2-day **Supply Chain Canada seminars***

OR

- PMAC (SCMP) Module 2: **Procurement and Supply Management** **
- **Supply Chain Canada (SCMP) Module 2: *Procurement and Supply Management*** **

OR

- APICS CPIM Module Detailed Scheduling and Planning and successfully passing the exam and two 2-day PMAC seminars*
- **ASCM CPIM Part 1 Module 5: Inventory Management and Module 6: Continuous Improvement/Quality Management Technologies and successfully passing the exam and two 2-day Supply Chain Canada seminars***

OR

- Remaining 3 of 5 required CITT Level 2 courses

Materials Analyst IV

10

- All the educational requirements of a Materials Analyst III, and 2 years' experience as Materials Analyst III or 5 years related work experience
- Completion of one (1) of the following:

- PMAC (SMT) technical course **Introduction to Operations Management** and two 2-day PMAC seminars*
- **Supply Chain Canada (SMT) technical course *Operations Management* and two 2-day Supply Chain Canada seminars***

OR

- PMAC (SCMP) Module 3: **Procurement and Supply Management ****
- **Supply Chain Canada (SCMP) Module 3: Logistics and Transportation****

OR

- APICS CPIM Modules **Execution and Control of Operations and Strategic Management of Resources** and successfully passing the exams (this will meet the requirements for the CPIM designation) and one 2-day PMAC seminar
- **ASCM CPIM Part 2 Module 1: Strategy and Module 2: Sales and Operations Planning** and successfully passing the exams and one 2-day Supply Chain Canada seminar

OR

- 3 required CITT Level 3 courses

* The seminar options for Materials Analyst II and III include Negotiation Skills, Competitive Bidding, Contract Management & Introduction to Accounting & Finance while the seminar options for Materials Analyst IV include Communications and Relational Skills, Introduction to Marketing and Introduction to Business Planning. The seminars are currently being offered in the Vancouver area.

** The PMAC (SCMP) course materials covered in the PMAC (SCMP) modules is equivalent to the course load of one PMAC (SMT) course and two PMAC (SMT) seminars. **The Supply Chain Canada (SCMP) course materials covered in the Supply Chain Canada (SCMP) modules is equivalent to the course load of one Supply Chain Canada (SMT) course and two Supply Chain Canada (SMT) seminars.**

An outline of each required course or module is available on the [PMAC](#), [Supply Chain Canada](#), [CITT](#), [APICS](#), and [ASCM](#) websites.

Mine Operations

Wage Grade

Mine Technician – I

6

- Successfully completed a Mine Technician Diploma Program or a Degree Program with relevant disciplines from a recognized post secondary institution
- **Successfully complete three (3) sets of training with a Builder Supervisor**

Mine Technician – II

8

- Educational requirements of a Mine Technician I
- One (1) year's related work experience

Mine Technician – III

9

- Educational requirements of Mine Technician I
- ~~Word Processing 20 WPM~~
- MS Word (**20 WPM**), MS Excel and Database
- Basic AutoCAD (Thompson Rivers University YVOC393 or equivalent)
- Three (3) years' related work experience
- ~~Microsoft Windows~~
- ~~GEMCOM~~
- ~~Global Positioning System (GPS)~~
- ~~Geographical Information System (GIS)~~
 - **Successfully complete SIM School**
- **General Mine Planning Software**
- **Proficient with all survey methods: total station, GPS, laser scanner**
- **Proficient with geotechnical instrumentation: data logger install, reading TDRs/slope inclinometers**
- **Advanced Remotely Piloted Aircraft (drone pilot) certification**

Mine Technician – IV

10

- Educational requirements of Mine Technician I, and
- 2 years experience as Mine Technician III or 5 years related experience and is capable of handling all assignments of a Mine Technician IV
- All requirements of Mine Technician III

Mine Engineering

Wage Grade

Mine Technician – I

6

- Successfully completed a Mine Technician Diploma Program or a Degree Program with relevant disciplines from a recognized post secondary institution

Mine Technician – II

8

- Educational requirements of a Mine Technician I
- One (1) year's related work experience

Mine Technician – III

9

- Educational requirements of Mine Technician I
- ~~Word Processing 20 WPM~~
- MS Word (**20 WPM**), MS Excel and Database
- Basic AutoCAD (Thompson Rivers University YVOC393 or equivalent)
- Three (3) years' related work experience
- ~~Microsoft Windows~~
- ~~GEMCOM~~
- ~~Global Positioning System (GPS)~~
- ~~Geographical Information System (GIS)~~
- **General Mine Planning Software**
- **Proficient with all survey methods: total station, GPS, laser scanner**
- **Proficient with geotechnical instrumentation: data logger install, reading TDRs/slope inclinometers**
- **Advanced Remotely Piloted Aircraft (drone pilot) certification**

Mine Technician – IV

10

- Educational requirements of Mine Technician I, and

- 2 years experience as Mine Technician III or 5 years related experience and is capable of handling all assignments of a Mine Technician IV

All requirements of Mine Technician III

MILLING

Process Systems Technician – I

6

- Successfully completed a two year Computer Programming Diploma, Or
- a minimum of one year of experience as a Mill Operator I and commercial certification equivalent to:
 - Microsoft Certified Information Technology Professional (MCITP) or
 - Cisco Certified Network Associate (CCNA) or
 - CompTIA with:
 - A+, Network+ and Security+

Process Systems Technician – II

8

- Education requirements of Process Systems Technician I, and
- HMI Configuration / Programming course, (as appropriate for systems installed at HVC)
- Introductory PLC/DCS Programming
- One (1) year related work experience at Process Systems Technician I Or 3 years related experience and is capable of handling all assignments of a Process Systems Technician – II

Process Systems Technician – III

9

- Educational requirements of Process Systems Technician I
- All requirements of Process Systems Technician II
- Two (2) years experience as a Process Systems Technician II Or 4 years related experience and is capable of handling all assignments of a Process Systems Technician – III
- PLC/DCS Programming Course(s), (as appropriate for systems installed at HVC)
- Industrial Data Communication Course(s)
- **Database programming course(s) (as appropriate for systems installed at HVC)**

Process Systems Technician – IV

10

- Educational requirements of Process Systems Technician I, and
- 2 years experience as Process Technician III
- Completed the following courses:
 - Network Administration, (as appropriate for systems installed at HVC)
 - Ethernet Networking **(as appropriate for systems installed at HVC)**
 - Design/ support/ troubleshooting wireless data networking **(as appropriate for systems installed at HVC)**
 - **Historian administration course(s) (as appropriate for systems installed at HVC)**

MILLING

	<u>Wage Grade</u>
<u>Chemical Technician – I</u>	6
<ul style="list-style-type: none"> - Successfully completed a Chemical and Environmental Technology Diploma Program or a Degree Program with relevant disciplines from a recognized post secondary institution 	
<u>Chemical Technician – II</u>	8
<ul style="list-style-type: none"> - Educational requirements of a Chemical Technician I - Completion of approved Microsoft Excel course - Trained in HVC “Mill Run” procedures - One (1) year related work experience 	
<u>Chemical Technician – III</u>	9
<ul style="list-style-type: none"> - Educational requirements of a Chemical Technician I, or BC Assayers Certificate or equivalent. — MS Excel — (most current version / beyond basic level) — MS Access — (most current version / beyond basic level) - Three (3) years related work experience 	
<u>Chemical Technician – IV</u>	10
<ul style="list-style-type: none"> - Educational requirements of a Chemical Technician I, or BC Assayers Certificate or equivalent, and - Training in all of the following procedures: <ul style="list-style-type: none"> • Gravimetric molybdenum analysis • Trace metal AA analysis 	

- 2 years experience as Chemical Technician III or 5 years related experience and is capable of performing all the assignments of a Chemical Technician IV
- All requirements of Chemical Technician III

~~All Chemical Technician III's and Chemists who have 2 years experience as a Chemical Technician III or Chemist, have all the requirements of a Chemical Technician III and are capable of performing all assignments of a Chemical Technician IV at the time of ratification of this collective agreement will qualify for wage grade 10.~~

~~Those currently enrolled in courses or those who have completed courses at date of ratification will not be required to meet the updated requirements.~~

MILLING

Metallurgical Technician – I 6

- Successfully completed a Chemical and Environmental Technology Diploma Program, Mining and Mineral Exploration Technology Diploma Program or a Degree Program with relevant disciplines from a recognized post secondary institution

Metallurgical Technician – II 8

- Educational requirements of a Metallurgical Technician I
- **Met Balance training (operation and troubleshooting of daily balance process)**
- **Capstone User training course**
- **Courier OSA training course (sampling system)**
- **Completions of approved Microsoft Excel course**
- One (1) year's related work experience

Metallurgical Technician – III 9

- Educational requirements of Metallurgical Technician I
- ~~— Word Processing 20 WPM~~
 - ~~▪ MS Word (most current version / beyond basic level)~~
 - ~~▪ MS Excel (most current version / beyond basic level)~~
 - ~~▪ MS Access (most current version / beyond basic level)~~
- ~~— Basic Autocad Course (Thompson Rivers University YVOC393 or equivalent)~~

- **HVC specific Lab Flotation training and proficiency**
- Three (3) years' related work experience

Metallurgical Technician – IV

10

- Educational requirements of a Metallurgical Technician I, and
- 2 years experience as a Metallurgical Technician III or 5 years related experience and is capable of performing all the assignments required of a Metallurgical Technician IV
- All the requirements of a Metallurgical Technician III
- ~~Completed two (2) of the following courses:~~
 - ~~Gas Dispersion Tool User Training Course~~
 - ~~MolyCop Tools (grinding)~~
 - ~~Courier OSA training course (sampling system)~~
 - ~~JKMet Account (metallurgical accounting)~~
 - ~~Capstone User training course~~
 - ~~Boiler 5th Class Operators ticket~~
 - ~~Recognized Lab Flotation training~~
- Completion of ~~three (3)~~ **two (2)** of the following Operator training courses from the different unit operations*:
 - Crushing and conveying
 - Grinding
 - Bulk Flotation
 - Copper-Moly Separation
 - ~~Hydrometallurgy (leaching)~~
 - ~~Dewatering~~
 - ~~Mineralogy~~
 - Sampling
 - ~~Water and Tailing Operations~~

*Duplicate courses within a unit operation will only be counted as one course.

~~The Mineralogy course is external and not available through Highland Valley Copper Operator training sessions.~~

These courses can be completed through the Teck Highland Valley Copper Partnership Operator training sessions. ~~Edumine Mineralogy Mineral Processing online courses or through other institutions as approved by the Department Manager.~~

These courses can be taken when available.

~~Those qualified in Microsoft Office at the time of ratification will not be required to upgrade to version 2010.~~

Wage Grade Qualifications

In the Mill Operations Department, in order to qualify for the following, an operator must be able to perform the work functions related to the following areas:

	<u>Wage Grade</u>
a) Utilityperson	5
- Shift Labourer	
- Leach Plant Helper	
- Operate all Bob-Cats skid steers	

	<u>Wage Grade</u>
Mill Services Utilityperson II	5
— Bob-Cats skid steers	
- Cat Front End Loader	
- Garbage Truck	
- Ball Truck	
- High Vac Truck	
- Gardener	
- Hiab	
- Mini-Excavator	
And functions performed by MSU I	

<u>Building Service Worker</u>	<u>Wage Grade</u>
Building Service Worker III	4

All requirements of Building Service Worker II and ~~Completion of Building Service Worker Course from T.R.U. or equivalent; or and~~
~~1-year~~ 10 months at Building Service Worker II

Building Service Worker II	3
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Successful completion of the Betco Janitor Training Modules and exams

Building Service Worker I
Entry Level

2

APPENDIX A

EFFECTIVE DATES

RATES FOR CLASSIFICATION IN

APPENDIX B

TERM OF C.B.A.: OCTOBER 1, ~~2016~~ 2021 TO SEPTEMBER 30, ~~2021~~ 2026

(A) Wages

2%

2%

2%

2%

2%

Wage Grade	October 1, 2021	October 1, 2022	October 1, 2023	October 1, 2024	October 1, 2025
1	\$ 35.67	\$ 36.68	\$ 37.11	\$ 37.85	\$ 38.61
2	\$ 36.67	\$ 37.40	\$ 38.15	\$ 38.91	\$ 39.69
3	\$ 37.72	\$ 38.47	\$ 39.24	\$ 40.03	\$ 40.83
4	\$ 38.97	\$ 39.75	\$ 40.55	\$ 41.36	\$ 42.19
5	\$ 40.39	\$ 41.20	\$ 42.02	\$ 42.86	\$ 43.72
6	\$ 41.88	\$ 42.72	\$ 43.57	\$ 44.44	\$ 45.33
7	\$ 43.27	\$ 44.13	\$ 45.02	\$ 45.92	\$ 46.84
8	\$ 44.61	\$ 45.51	\$ 46.42	\$ 47.35	\$ 48.29
9	\$ 49.00	\$ 49.98	\$ 50.98	\$ 52.00	\$ 53.04
10	\$ 52.29	\$ 53.33	\$ 54.40	\$ 55.49	\$ 56.60

Signing Bonus

Signing bonus of \$20,000 for all active employees (STD, WCB, mat/pat leave) including all retirees from Oct 1st, 2021, to be paid into a lump sum payment or RRSP (CUMIS), or combination of both.

APPENDIX B – RATES OF PAY FOR INDENTURED APPRENTICES

The Company has incorporated the changes, as outlined in the attached ITA document, into the Collective Bargaining Agreement.

<p>Industrial Electrician</p> <p>In School Hours 1600 (1200)</p> <p>Work Based 6000</p> <p>Total 7600 (7200)</p>	<p>Industrial Instrumentation</p> <p>In School Hours 1200</p> <p>Work Based 6000</p> <p>Total 7200</p>
<p>Millwright</p> <p>In School Hours 840</p> <p>Work Based 6600 (6360)</p> <p>Total 7440 (7200)</p>	<p>Refrigeration & Air Conditioning</p> <p>In School Hours 1120 (990)</p> <p>Work Based 6880 (6210)</p> <p>Total 8000 (7200)</p>
<p>Heavy Duty Mechanic</p> <p>In School Hours 960 (840)</p> <p>Work Based 6000 (6360)</p> <p>Total 6960 (7200)</p>	<p>Automotive Technician</p> <p>In School Hours 900 (840)</p> <p>Work Based 6000 (6360)</p> <p>Total 6900 (7200)</p>
<p>Pipefitter</p> <p>In School Hours 780 (900)</p> <p>Work Based 6420 (6300)</p> <p>Total 7200</p>	<p>Machinist</p> <p>In School Hours 1040 (870)</p> <p>Work Based 6600 (6330)</p> <p>Total 7640 (7200)</p>

HUMAN RIGHTS POLICY

PREAMBLE:

The objective of the Human Rights Policy is to ensure that all employees of **Teck** Highland Valley Copper **Partnership** are assured of a work environment that is free of all forms of discrimination, including personal and sexual harassment. By introduction of this policy, it is the intention of **Teck** Highland Valley Copper **Partnership** to ensure proper workplace behavior and that the treatment of individuals is fair and equitable and in full compliance with all applicable Human Rights Legislation as well as Section 14 of the Mines Act and Article 1 sub section 1.01(c) of the Collective Bargaining Agreement.

The Human Rights Code of the Province of British Columbia protects individuals from acts of discrimination with respect to employment, or any term or condition of employment because of a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or the intended employment of that person.

Definitions:

Discrimination:

Discrimination is to treat a person differently because of that person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age, or because of a criminal or summary conviction that is unrelated to the employment or intended employment.

Personal Harassment:

Personal Harassment, means any conduct that is unwelcome or that ought reasonably to be known to be unwelcome and includes, but is not limited to, vexatious comments or conduct, jokes, insults, threats, cartoons, innuendo, or refusal to talk or work with a person for reason(s) that relate to any protected category of the Human Rights Code.

Sexual Harassment:

Sexual Harassment has been defined by the Supreme Court of Canada as any conduct of a sexual nature that is known or ought to be known to be unwelcome. Examples of sexual harassment include, but are not limited to, unwelcome sexual advances, request for sexual favours, unwelcome remarks of a sexual nature, jokes about a person's body or sexual orientation, taunting, repeated unwelcome requests for dates, touching or brushing against, hugging, kissing, patting, grabbing, pinching, and displaying sexually oriented printed material or pictures.

RESPONSIBILITIES:

General:

It is the responsibility of all employees to comply fully with the Human Rights Policy. Any employee who wishes clarification of this policy, or is seeking an informal discussion regarding a possible allegation, is encouraged to approach their immediate Supervisor, ~~Industrial Relations~~, **Human Resources**, or a member of the Union Civil Rights Committee. All such inquiries will be held strictly in confidence.

Managers and Supervisors:

It is the responsibility of every Manager and Supervisor to monitor and ensure that the work environment is free from all forms of discrimination, including personal and sexual harassment and to conduct appropriate investigations promptly and confidentially. Managers and Supervisors will carry out corrective actions in accordance with policy guidelines.

Human Resources:

Human Resources will be the policy administrator. In this role Human Resources, with the assistance of the Union Civil Rights Committee, will ensure that the Human Rights Policy is distributed and explained to all existing and new employees, as well as contractors and suppliers. Human Resources will track all allegations pertaining to violations of the Human Rights Code and will advise Managers and Supervisors in the investigation and in determining the appropriate administrative and/or ~~disciplinary~~ **corrective action** response.

PROCEDURE:

Any employee who may feel they are being subjected to personal or sexual harassment

shall:

1. Make their objection clearly known to the offender by indicating either verbally or in writing that they are offended by the behavior and that it must stop.

If fearful of reprisal, or if the offended employee has been threatened with reprisals, the employee does not have to confront the harasser, but can take the concerns directly to their Supervisor, Department Manager, ~~Industrial Relations~~, **Human Resources** or a Union Civil Rights Committee Representative.

2. Prepare and maintain a written record of the dates, approximate times, nature of the unwelcome behavior and witnesses, if any.
3. Record the incident(s) in writing and file the allegation with their immediate Supervisor, Department Manager, ~~Industrial Relations~~, **Human Resources**, or Union Civil Rights Committee Representative.

Any employee who observes a fellow employee being subjected to harassment can:

1. Offer support to the victim.
2. Offer to be a witness on behalf of the victim.
3. Tell the harasser that their conduct is inappropriate and a violation of the Human Rights Policy.
4. If the unwelcome conduct continues, discuss your observations with the harasser's Supervisor, Department Manager, ~~Industrial Relations~~, **Human Resources** or Union Civil Rights Committee Representative.

All allegations of a violation of the Human Rights Code must be reported to Human Resources. As the administrator of the policy, Human Resources is charged with tracking all Human Rights Violations.

Remember that discrimination, as well as personal and sexual harassment, is a violation of the law and is a serious matter. Implementation of this policy does not prohibit employees from reporting incident(s) to the Provincial Human Rights Tribunal.

INVESTIGATION PROCEDURE:

Wherever possible, the time limits below will be adhered to (Saturdays, Sundays and the recognized holidays shall be excluded). Any and all time limits fixed by this Policy may be extended by mutual agreement between the Company and the Union.

Upon receiving an allegation, the following steps will be taken:

1. Assure the complainant that an objective examination of the allegation will be undertaken immediately. **Interview the complainant within eight (8) days.**
2. Advise the person alleged to be responsible that an allegation of harassment has been lodged. **Interview the person(s) alleged to be responsible within twelve (12) days.**
- ~~3. Interview the complainant and the person(s) alleged to be responsible as soon as possible.~~
- ~~4.~~ **3.** Interview any witnesses **within sixteen (16) days.**
- ~~5.~~ **4.** Document clearly and completely all findings.
- ~~6.~~ **5.** Render a decision ~~as soon as possible~~ **within sixty (60) days** and advise the Parties of any action to be taken.
- ~~7.~~ **6.** Ensure that all information concerning the case is kept confidential.
- ~~8.~~ **7.** Complainants and respondents shall be provided with representation during all investigative interviews or at any other time during the proceedings. For Bargaining Unit members the above shall be interpreted to mean ~~Union~~-representation **from the Union Civil Rights Committee.**

CORRECTIVE ACTION:

A substantiated Human Rights violation will be considered as a serious incident.

1. Personal or Sexual Harassment, involving physical assault, warrants immediate suspension without pay during the investigation period, and if found to be culpable, may be grounds for dismissal.
2. Where the Company deems appropriate, any or all of the following measures may be taken:
 - A written apology
 - Mandatory counseling
 - Written warning
 - Final written warning
 - Suspension
 - Permanent or temporary transfer
 - Demotion
 - Discharge

If a complaint is unfounded, any income or benefits lost, as a result of suspension, will be reinstated.

Where an allegation is found to be malicious, the accuser will be subject to **disciplinary corrective action.**

APPEAL:

Any decision regarding a violation of the Human Rights Policy may be appealed to the Manager, Human Resources or **his** designate. If, in the opinion of the Manager, the allegation should be further pursued, **the Manager he** will appoint an internal or an external investigator. The above procedure does not preclude an employee from filing a formal complaint with the BC Human Rights Tribunal.

NO REPRISALS:

There shall be no reprisals as a result of pursuing a complaint under this policy.

Where a Bargaining Unit employee receives **disciplinary corrective** action or is dismissed as a result of findings in accordance with this policy, such action shall be subject to the grievance procedure in accordance with the Collective Bargaining Agreement.

POLICY REVIEW:

The Human Rights Policy will be periodically reviewed and updated in order that it may continue to meet the requirements of the workplace and Human Rights legislation within the province.

LETTER OF UNDERSTANDING

Interpretation Guidance

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers,
Local 7619
of the Second Part

SUBJECT: 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 sub-section 3.07(c) shall not apply to this type of warranty work. This work will be reviewed under Article 3 sub-section 3.07(d)(ii). Other warranty work will follow the processes outlined in Article 3 sub-section 3.07.

Interpretation:

- *The 30 day notice procedure exception for warranty work for equipment covered under OEM warranties is for new equipment only*
- *HVC will continue the practice of purchasing pro-rated warranties on parts only*
- *The Company and Union will meet to discuss if additional warranty concerns arise*

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.

Interpretation:

- *This language will only apply to equipment that has a significant impact on production; the Company and the Union will meet, immediately, to discuss any equipment failure that applies to this LOU*
- *The Parties will meet to implement an overtime agreement for the equipment failure language as per Article 13 sub section 13.12 (b) in each Department*

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 process.

Interpretation:

- *The Company will canvass for overtime prior to giving 30 day notice for this work*

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

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers
Local 7619
of the Second Part

SUBJECT: **Filling of Vacancies Within a Line of Progression While
on Maternity/ Parental Leave**

In recognition of the potential for missed opportunities to advance in an employee's Line of Progression while on maternity / paternity leave, the Company and the Union agree to the following:

Prior to the maternity or parental leave, it will be the employee's responsibility to complete a "contact information form" and provide this form to their immediate Supervisor indicating that when a vacancy in the employee's Line of Progression occurs, the immediate Supervisor will contact the employee to confirm if they wish to post for the position.

If the employee wishes to post for the position, the immediate Supervisor will complete the necessary posting form and submit it on behalf of the employee.

Should the employee be deemed the successful candidate and accepts the position, the Company will fill the position temporarily through Article 10 subsection 10.12 (b) or decide to keep the position vacant if the expected return date will not exceed 45 days.

In either case, upon return from maternity or parental leave, the employee shall be awarded the position.

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers,
Local 7619
of the Second Part

SUBJECT: MODIFIED WORK PROGRAM

The Company and the Union agree to the ongoing development of the Modified Work Centre to complement the existing Disability Management and Entry to the Modified Work Centre and Return to Work Policies.

The Company and the Union acknowledge their commitment to provide an equal opportunity for all employees, **including those who are pregnant**, to access the on site rehabilitation program while they recover from an illness or injury be it job related or not.

The Modified Work Program will provide a meaningful productive employment environment within which individuals may retain their dignity and respect while rehabilitating from disability or injury that had rendered them incapable of performing their regular work.

The success and accountability of the program will be monitored through cooperative methods to ensure that goals and objectives are being realized.

The economic factors related to nurturing a stronger economic future for all employees by encouraging reduction, re-use, and recycling of mine supplies will form the core for identifying work to be assigned to the Modified Work Centre.

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers, Local 7619
of the Second Part

SUBJECT: Mill Support Trainer – Dayshift or Process

In order to meet the training requirements of the Mill, ~~the Company and the Union agree to establish~~ one (1) training group – Mill Support Trainers – **will be maintained.** ~~which will initially encompass those incumbents currently performing the role of “Support Trainer” under the “Creation of Mill Operations “Support – Trainer” Position” and “Mill Operations “Support-Trainer” Role” Letters of Understanding.~~

~~Previous experience and training hours will be credited to them.~~

Future vacancies or back up positions shall be filled in the following manner::

- **Dayshift Role** - only employees within the Mill Services Utilityperson (MSU) II classification will be eligible to post to the Mill Support Dayshift Trainer.
- **Process Role** - only employees within the Mill Operator III classification, who possess a Mining Industry Human Resources Council (MiHR) Level II Certification, will be eligible to post for the Mill Support Process Trainer.

Due to the onerous requirements associated with obtaining the Water Treatment and Waste Water certification, those currently working towards this certification will be deemed ineligible.

The Company may reject applicants who have poor work records.

General:

- ~~Initially the Company will utilize the two (2) existing Mill Operations “Support – Dayshift Trainers” – one (1) on “J” Crew and one (1) on “I” Crew, and the two (2) existing Mill Operations Support – Process Trainers – one (1) on “L” Crew and one (1) on “R” Crew.~~
Mill Support Trainers – Dayshift or Process will be utilized on “L” and “R” Crew.
- Both the shift schedule and the number of the Mill Support Trainers – Dayshift or Process will be subject to change depending on operational requirements.

- Successful applicants to the Mill Support Trainer – Dayshift or Process role will be required to remain in the posted position for a period of two (2) years, with the exception of posting to an apprenticeship.
- Mill Support Trainers – Dayshift or Process will be in the same pool for the purposes of overtime, vacation allotment and other types of leave. This will be managed to ensure adequate levels of training coverage.
- To support the Training Supervisor(s), Mill Support Trainers – Dayshift or Process will provide both practical in-the-field training and classroom training duties to any employees requiring the training.
- Employee(s) will be required to attend “Train the Trainer” sessions which may be hosted by a third party.
- The selected employees will be required to demonstrate a working knowledge of Teck Highland Valley Copper Partnership’s policies and procedures as they relate to the Mill. They will be expected to demonstrate proficiency and familiarity with WorkSafeBC legislation as well as the Health, Safety and Reclamation Code for Mines in British Columbia.
- Mill Support Trainer(s) - Dayshift will have access to dayshift equipment as required for re-familiarization or if new equipment is acquired to achieve proficiency.
- **It is agreed that Mill Support Trainers – Dayshift or Process can cross train on the following:**
 - 1. Confined Space**
 - 2. Electrical Disconnect**
 - 3. Fall Protection**
 - 4. Fire Extinguisher**
 - 5. Mill Gases**
 - 6. Hot Work / Fire Work**
 - 7. Lockout**
 - 8. Warning Horns**
 - 9. Oil Recovery Truck**
 - 10. Overhead Cranes and Rigging**
 - 11. Take 5**

- Article 22 subsection 22.05 of the Collective Bargaining Agreement (CBA) will not apply to those employees who perform the role of Mill Support Trainer – Dayshift or Process.
- Progression for the Mill Support Trainer – Dayshift role will be as follows:
 - Level 1 – wage grade 7

Employees will, within 90 days of being selected, meet the following requirements:

 1. obtain Mining Industry Human Resources Council (MiHR) Level 1 Certification
 2. demonstrate proficiency in all mobile equipment operated within the mill operating area
 3. successfully complete the “Train the trainer” in required disciplines
 4. should these requirements not be met within 90 days, the employee will no longer be considered eligible for the Mill Support Trainer – Dayshift role
 - Level 2 – wage grade 8
 1. all the requirements of Level 1
 2. acquire 1,000 hours of training as Level 1 trainer.
 3. complete Microsoft Office basic skills course (when available through Learning Management System (LMS))
 - Level 3 – wage grade 9
 1. all requirements of Level 2
 2. achieve MiHR National Occupational Standard Industrial Trainer Certification within 18 months of starting the Mill Support Trainer – Dayshift role
- As Levels 1 and 2 are for training purposes only, employees cannot freeze themselves in any one of the two levels.
- Requirements for the Mill Support Trainer – Process role will be as follows:
 - Level 1 – wage grade 9
 1. Complete Microsoft Office basic skills course (when available through Learning Management System (LMS)) within six months of starting the role

- Mill Support Trainers – Dayshift or Process will be audited by the Training Supervisor(s) once every three (3) months for the first year, then as necessary to ensure training standards are being met.
- Should an employee not meet the requirements or standards as listed above, Article 22 subsection 22.11 shall apply.

~~Following the agreement to, and signature of, this Letter of Understanding, it will replace the “Creation of Mill Operations “Support – Trainer Position” (page 290 of the CBA) and “Mill Operations “Support Trainer” Role” (signed on January 15, 2018).~~

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers
Local 7619
of the Second Part

SUBJECT: BUILDING SERVICE WORKERS

The Company and the Union agree that the responsibility for Building Service Workers (Janitors) ~~is with~~ **will move to** the Mill Department ~~who, in turn,~~ **and they** will service the entire mine site.

~~The Company will create and maintain a Building Service Worker (BSW) crew in the Mill Department. The Parties agree to a modification of Article 10 sub section 10.15 of the Collective Bargaining Agreement. In this instance, existing and new Building Service Workers will have one (1) opportunity to determine where they wish their Departmental seniority to accumulate.~~

General:

- The BSW crew will be responsible for all janitorial services and will be assigned work throughout the entire property.
- The crew will consist of approximately 20 Building Service Workers. The number of Building Service Workers required will be increased or decreased depending on operational requirements.
- The BSW crew will have their own vacation list.
- The BSW crew will have their own overtime list.
- When opportunities or requirements exist for BSWs to change shifts, crews or work areas throughout the property, the Company will first review the Shift/Crew lateral transfer request forms outlined in Article 9 sub section 9.12 and then transfer employees using **Department** ~~Company~~ seniority. If there are no volunteers, the Company will assign employees using Company seniority.
- **All current BSWs, on the date (_____ Ratification), will have their Company seniority credited to their Mill Department seniority.**

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers,
Local 7619
of the Second Part

SUBJECT: TIRE REPAIRER - WAGE GRADE 9

Employees who progress through the Tire Repairer Line of Progression and become Tire Repairer IV will be paid wage grade 9 and will be issued a Tire Repairer Certificate.

The Parties further agree that employees can not freeze themselves as a Tire Repairer I, II or III as these are training positions only.

A Tire Repairer who fails to complete their training shall be reassigned to the classification held prior to entering the program if there is a vacancy. Where no vacancy exists they may exercise their Company seniority on bid entry jobs.

Wage grade qualifications for the Tire Repairer Lines of Progression will be:

Tire Repairer IWG 6

- Entry level

Tire Repairer II.....WG 7

- Trained on all related equipment
- Familiar with shop tools
- Capable of using the Tire Shop manuals and catalogues
- **1,600 hours** as a Tire Repairer I

Tire Repairer III.....WG 8

- **2,500 hours** as Tire Repairer II

Tire Repairer IV WG 9

- **2,000 hours** as Tire Repairer III

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers
Local 7619
of the Second Part

SUBJECT: ~~Creation of the~~ Utilityperson Position ~~in the~~ Mine Maintenance ~~Department~~

~~In order to meet the requirements of the Department,~~ The Company and the Union agree **that** ~~the responsibility for the~~ **to the creation of a** Mine Maintenance Utilityperson position (MMU) ~~in~~ **the is with** Mine Maintenance ~~Department. This position will replace the current Wash Bay Attendant position in the Mine Maintenance Line of Progression.~~

This asterisk (entry level) position will be paid at wage grade six (6).

~~The Parties further agree that all language, Letters of Understanding and Lines of Progression that refer to and / or reference the Wash Bay Attendant currently covered in the Collective Bargaining Agreement will be set aside and the following will apply:~~

Terms of Reference

General:

- The crew will consist of approximately six (6) Mine Maintenance Utilitypersons. The number of MMU's required will be adjusted (upward or downward) depending on operational requirements.
- It is presently anticipated that the Company will employ one (1) MMU on each of the following crews - "A", "B", "C" and "D" crew as well as "R" and "L" Crew. The shift schedule is subject to change depending on operational requirements.
- In addition to washing equipment, the MMU's will continue to perform all of the duties associated with the position of Wash Bay Attendant.
- When not required to wash equipment, the MMU will assist as and where assigned, including but not limited to:
 - cleaning of all three (3) washbays
 - guiding equipment into and out of the Mine Maintenance Shop
 - emptying garbage cans into bins & dealing with waste handling / recycling
 - general cleaning and housekeeping
 - transporting of parts from the Warehouse to the Mine Maintenance bays
 - organizing and returning of tools to proper location
 - assisting the Tool Crib Heavy Duty Mechanic (Attendant) and other tradespersons as required

- operating forklift, skidsteer and similar equipment that they have been safely trained to operate
- general labouring duties, as assigned, in both the Mine Maintenance Shop and field
- painting (as per the Letter of Understanding – Painting-Modified Work Program)

- The MMUs will have their own vacation list.
- The MMUs will have their own overtime list.

- Future vacancies will be posted as per Article 10 of the Collective Bargaining Agreement.

~~The creation of~~ This position will not preclude a tradesperson from having the primary responsibility of cleaning and organizing their assigned work area.

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers,
Local 7619
of the Second Part

SUBJECT: MOVEMENT BETWEEN ACCOUNTING ANALYST I, MATERIALS ANALYST I,
AND PLANT ANALYST LINES OF PROGRESSION.

The Parties agree that incumbents in the classifications of Accounting Analyst I, Materials Analyst I and Plant Analyst will be able to move laterally to fill vacancies in any of these classifications, and will be permitted to bump into any of these classifications if they are put in motion under the terms of Article 9 sub section 9.10. If an employee moves as set out above, they will have to

complete the first year level and second year level in a recognized Accounting course or **SMT**, PMAC, **Supply Chain Canada**, APICS CPIM, or CITT in order to advance to Accounting Analyst II or Materials Analyst II respectively. However, such employee may choose not to take further courses and remain at the level of Accounting Analyst I, Materials Analyst I or Plant Analyst.

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers,
Local 7619
of the Second Part

SUBJECT: EXISTING LONG TERM DISABILITY RECIPIENTS

The Parties agree that, effective October 1, ~~2016~~ **2021**, those employees in receipt of Long Term

Disability benefits under previous Collective Bargaining Agreements (Agreements expiring on and prior to September 30, ~~2011~~ **2021**), shall have their benefit, subject to government payments, increased to two thousand **and two hundred** dollars (~~\$2,000.00~~) (**\$2,200.00**) per month. ~~This will increase to two thousand one hundred dollars (\$2,100.00) per month effective October 1, 2019.~~

The Committee members shall notify each other of planned discussion topics at least one (1) week in advance of the monthly meeting to allow adequate time for preparation.

If an issue or dispute cannot be resolved through the first and second level of the SunLife appeal process, it will be forwarded to the Union President and Manager, Human Resources. In the event that the Union President and General Manager cannot agree, the issue or dispute will be subject to the grievance process.

For time spent attending the SunLife Resolution Committee meetings, the Company shall pay the Union Representatives pursuant to Article 8 sub section 8.03.

LETTER OF UNDERSTANDING

BETWEEN: Teck Highland Valley Copper Partnership
of the First Part

AND: United Steelworkers
Local 7619
of the Second Part

SUBJECT: POTABLE WATER / WASTE WATER TREATMENT OPERATOR
MILL OPERATIONS

The Parties agree that, in keeping with The Ministry of Environment's B.C. Drinking Water Protection Regulation (Section 12 (2)) and Municipal Waste Water Regulation (2012), new full time Potable Water / Waste Water Treatment Operator candidates will be required to have certification as a Water Treatment Operator and a Waste Water Treatment Operator to the level required by the British Columbia Environmental Operators Certification Program (EOCP).

It is understood that moving forward, Backup Water Sewer Treatment Operators will be given the opportunity through formalized schooling and training to attain the required certification after becoming the successful applicant.

Potable Water / Waste Water Treatment Operator

The Potable Water / Waste Water Treatment Operator will be paid at wage grade ~~eight (8)~~ **nine (9)** and be entitled to a ~~\$0.65 cent~~ **\$0.75** per hour tool allowance. The incumbent will perform all the duties associated with the operation of Teck Highland Valley Copper Partnership's Potable Water and Waste Water Treatment facilities. The incumbent will also perform the preventative maintenance functions for which they are trained and qualified and which are required from time to time to keep the facilities operating.

The following Potable Water Treatment Plant duties are preventative maintenance:

- clean the injector probe
- change chlorine lines going into check valves
- change out damaged gauges
- turbidity analyzer – checking & adjusting the sample flow weekly – pull heads clean out both chambers
- pre-treatment and clean sample chamber
- adjustment to back wash – sequence timers maintaining & cleaning chlorine tanks
- change out lights on control panel
- change out and cleaning of sludge pump
- valve change outs for Victaulic coupling valves on lines less than 4 inches
- gardener duties and clearing of walkways etc. (during the winter months)

The following Waste Water Treatment Plant duties are preventative maintenance:

- inspect and change blower filters and blower room filters
- valve and pipe modifications and repairs on lines less than 4 inches
- adjust weir levels as required
- maintain, clean and check debris auger, screw brushes, separation screen
- weekly checks on emergency generator – check oil levels, fuel and do a test start
- weekly check on propane tank – visual inspection of lines, valve and check level

- grit chamber maintenance – inspections of lines, pumps, organize routine pump out of chamber
- minor servicing of pumps – cleaning impellers, in ports, cables and connections
- inspect and replace membrane diffusers
- future monitoring of effluent piping
- limited lab work, including the following – total suspended solids, mixed liquor suspended solids, settleable solids, sludge levels, C.O.D. (chemical oxygen demand) tests, ammonia levels, and operate all related equipment for above tests
- bacteria monitoring, air addition monitoring and adjusting, plant skimming and balancing inflow and outflow material
- monitor septic truck deliveries to plant and HVC sludge dump site
- general cleanup of yard and area

The Parties further agree that two (2) full time Backup Operator positions will be created. The Backup Operator positions will be selected from the Mill Operations dayshift crew(s) as per Article 10 of the Collective Bargaining Agreement and will be adjusted upwards or downwards based on operational requirements.

Applicants for the Backup Operator position will be subject to a three (3) month probationary period, which will begin the day they are declared as the successful applicant. During the probationary period, applicants will be assessed by Supervision for suitability to the role and whether they can demonstrate:

- hygienic and safe water sampling techniques
- an understanding of the fundamental operating processes of both water and sewer plants
- a basic understanding of the potable water system - wells to storage tank
- a tolerance to the odors and smells of raw septic influent
- an acceptance of established safety culture

Applicants who are unable to demonstrate proficiency with the above, or who wish to voluntarily withdraw from the position prior to the expiry of the probationary period, will be removed from the Backup list without penalty.

Employees on the trained Backup Operators list will be paid their normal wage grade when they are not working in the Potable Water and Waste Water Treatment facilities. They will be paid wage grade ~~eight (8)~~ **nine (9)** and no tool allowance when working in the Potable Water and

Waste Water Treatment facilities. An employee whose name is placed on either the Operator or Backup Operator list must remain on the respective list for a period of two (2) years. An employee wanting to give up their trained Operator position after being on the list for at least two (2) years, must do so in writing to their Supervisor. Their name will not be removed from the list until another Backup Operator has been trained.

If a full time Operator's position becomes available, the position will be offered to the employees on the Backup list based on their seniority provided they have achieved certification as a Water Treatment Operator and Waste Water Treatment Operator. The most junior certified employee on the list must accept the position if it is refused by the more senior employees. Should there be no certified Backup Operators to accept the position at the time it becomes available, the Company shall look to hire from outside of the Bargaining Unit.

Letter of Intent

Re: COVID 19 Pandemic Income Protection

Employee Income Protection

For the duration of the pandemic, fully vaccinated employees (as defined by the British Columbia Centre for Disease Control (BCCDC)) who self-isolate upon direction from Public Health, will continue to be eligible for sick benefits with the waiting period waived.

Fully vaccinated employees who get sick with a confirmed or presumptive case of COVID-19 will continue to be eligible for sick benefits and the waiting period will also be waived.