

**2022 to 2024**

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**NEWCREST RED  
CHRIS MINING LIMITED**

AND

**UNITED STEELWORKERS  
LOCAL 1-1937**

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## Table of Contents

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<b>PREAMBLE:</b> .....	<b>1</b>
<b>ARTICLE 1 – RECOGNITION</b> .....	<b>2</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>ARTICLE 3 - HUMAN RIGHTS AND HARASSMENT</b> .....	<b>2</b>
<b>ARTICLE 4 - UNION SECURITY</b> .....	<b>3</b>
<b>ARTICLE 5 – SHOP STEWARD COMMITTEE</b> .....	<b>4</b>
<b>ARTICLE 6 - HOURS OF WORK</b> .....	<b>6</b>
<b>ARTICLE 7 - OVERTIME AND SPECIAL PAY</b> .....	<b>8</b>
<b>ARTICLE 8 - TECHNOLOGICAL CHANGE</b> .....	<b>9</b>
<b>ARTICLE 9 – WAGES</b> .....	<b>10</b>
<b>ARTICLE 10 – PAY DAYS</b> .....	<b>12</b>
<b>ARTICLE 11 – GROUP RETIREMENT SAVINGS PROGRAM</b> .....	<b>13</b>
<b>ARTICLE 12 - APPRENTICESHIP PROGRAM AND TRADES TRAINING</b> .....	<b>13</b>
<b>ARTICLE 13 - TRAINING</b> .....	<b>14</b>
<b>ARTICLE 14 - PAID HOLIDAYS</b> .....	<b>15</b>
<b>ARTICLE 15 - VACATION WITH PAY</b> .....	<b>16</b>
<b>ARTICLE 16 – INSURANCE BENEFITS</b> .....	<b>17</b>
<b>ARTICLE 17 – SENIORITY</b> .....	<b>22</b>
<b>ARTICLE 18 - JOB POSTINGS</b> .....	<b>24</b>
<b>ARTICLE 19 - LEAVE OF ABSENCE</b> .....	<b>26</b>
<b>ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT</b> .....	<b>30</b>
<b>ARTICLE 21 - CONTRACTING OUT</b> .....	<b>35</b>
<b>ARTICLE 22 - SEVERANCE PROVISION</b> .....	<b>35</b>
<b>ARTICLE 23 – EDUCATION AND HUMANITY FUNDS</b> .....	<b>36</b>
<b>ARTICLE 24 - GENERAL PROVISIONS</b> .....	<b>37</b>
<b>ARTICLE 25 - ADJUSTMENT OF GRIEVANCES</b> .....	<b>37</b>

<b>ARTICLE 26 – ARBITRATION .....</b>	<b>38</b>
<b>ARTICLE 27 – DISCIPLINE.....</b>	<b>39</b>
<b>ARTICLE 28 - STRIKES AND LOCKOUTS .....</b>	<b>39</b>
<b>ARTICLE 29 - DURATION OF AGREEMENT .....</b>	<b>40</b>
<b>APPENDIX A.....</b>	<b>41</b>
<b>WAGE GRADES AND HOURLY RATES .....</b>	<b>41</b>
<b>APPENDIX B.....</b>	<b>43</b>
<b>WAGE GRADE &amp; JOB CLASSIFICATIONS.....</b>	<b>43</b>
<b>APPENDIX C.....</b>	<b>45</b>
<b>PROFIT SHARING.....</b>	<b>45</b>
<b>APPENDIX D.....</b>	<b>47</b>
<b>UNIFORM AND PPE PROVIDED.....</b>	<b>47</b>
<b>APPENDIX E.....</b>	<b>52</b>
<b>RATES OF PAY FOR INDENTURED APPRENTICES &amp; TRAINING HOURS .....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>54</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>55</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>56</b>

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "C.B.A.")  
effective the \_\_\_\_ of \_\_\_\_\_, 20\_\_.

BETWEEN:

**NEWCREST RED CHRIS MINING LIMITED**

*(hereinafter called the "Company"),*

OF THE FIRST PART

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

**(UNITED STEELWORKERS)**

**LOCAL 1-1937**

*(hereinafter called the "Union"),*

OF THE SECOND PART

**PREAMBLE:**

The purpose of this Agreement is to secure for the Company, the Union, and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality, and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually, and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a gender reference is used in this Agreement it shall be deemed to include all genders.

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## **ARTICLE 1 – RECOGNITION**

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- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in a unit composed of employees at and from the Red Chris Mine, except office, administrative and technical employees (as interpreted by the BC Labour Relations Board) and those excluded by the Code, employed by Red Chris Development Company Ltd. 200 – 580 Hornby Street, Vancouver BC V6C 3B2.

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## **ARTICLE 2 - MANAGEMENT RIGHTS**

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**2.01 Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

**2.02 Hiring and Discipline**

The Company shall have the right to select its employees and to discipline or discharge for just and reasonable cause.

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## **ARTICLE 3 - HUMAN RIGHTS AND HARASSMENT**

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**3.01 Human Rights**

The Company and Union agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

**3.02 Harassment**

Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that

employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information, and supervision and to provide a workplace free of harassment and/or bullying. All harassment complaints originating in the workplace or Company related functions will be investigated. An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

- 3.03** The Company and the Union shall cooperate fully in the promotion and achievement of the matters set forth in the preamble to this C.B.A.

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#### **ARTICLE 4 - UNION SECURITY**

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- 4.01** The Company agrees that as a condition of continued employment, every Employee covered by this Agreement shall become a member and remain a member in good standing.

All employees of the Company who are covered by this Agreement, shall, as a condition of continued employment, join the Union before commencing work.

The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms (Check-Off) to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union not later than fifteen (15) calendar days following the date of hire.

- (a) The Company shall deduct from the pay of each employee such union dues, fees, and assessments as prescribed by the Union's Constitution and By-Laws.
- (b) The dues so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within two (2) weeks after the end of the month payable to:

United Steelworkers  
Local 1-1937

- (c) A duplicate itemized statement shall be forwarded as follows:  
202 - 1509 Cliffe Avenue, Courtenay, BC, V9N 2K6

- (d) The monthly remittance shall be accompanied by an itemized statement showing the names of each employee from whose pay deductions have been made, the individual deductions for each employee, and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reasons why.
- (e) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 Form.

**4.02** In the event an employee is in arrears of Union dues the Local Union shall notify the Company and the employee by email, of the amount of back dues owed.

**4.03 Discharge of Non-members**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues, fees, and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

**4.04 Non-Bargaining Unit Employees**

- (a) Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit.
- (b) Nothing in this Agreement shall be construed as prohibiting management from doing work for purposes of employee instruction and evaluation, and equipment assessment, provided in so doing a layoff of bargaining unit employees does not result or in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement

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**ARTICLE 5 – SHOP STEWARD COMMITTEE**

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**5.01** The Union shall notify the Company in writing of the names of all Shop Steward Committee Members, and of any changes in the same. The Local Union may appoint up to twenty (20) Shop Stewards to the Shop Steward Committee.

**5.02** The Shop Steward Committee members shall notify their Supervisors and they shall arrange a mutually satisfactory time to leave their work to attend to their duties for which they shall be paid their regular hourly rate.

- 5.03** (a) It is a benefit to both parties to this agreement that the Committee have access to the site to consider, investigate and attempt to settle grievances. If in the course of investigating a grievance, a Steward or Committee Member may enter a Department or section of the operation other than that of their authorized workplace, or if it involves the investigation of the condition of equipment, they must notify the responsible member of supervision and they shall arrange a mutually satisfactory time for such investigation. A Supervisor may accompany the Steward or Committee Member to the place where the investigation or attempt to settle a grievance is to be carried out. It is understood that the Steward or Committee Member upon reaching the place, shall be able to consult privately with the employee(s) concerned.
- (b) The Union's Steward Committee will be granted suitable private lockable office space with Wi-Fi access in order to conduct their work on behalf of the Union.
- (c) The Union Bargaining Committee shall be assigned to the dayshift during the period of time when they are preparing for and during contract negotiations.
- 5.04** The Company shall provide designated separate lockable Departmental bulletin boards for the exclusive use of the Union, where Business Agents or Shop Steward Committee members shall post information notices. The Company shall also provide adequate meeting space for the Union to hold meetings of members on-site.
- 5.05** A member of the Shop Steward Committee on shift will be afforded a thirty (30) minute paid meeting with all new employees as a part of their orientation. All new employees will receive a copy of the Collective Agreement (booklet form) from the company when hired.
- 5.06** The Company will provide Union representatives transportation to and from the site up to four (4) times per year and the representatives will be afforded rooms and meals and other amenities that visitors receive while on site. This visit will be made at a mutually agreeable time. Such permission shall not be unreasonably withheld.
- 5.07** (a) An employee will have the right, upon request to view their personnel file.
- (b) After reviewing their file, an employee will be provided, upon request, a copy of any documents on file.



**5.08** The Company shall print and supply the C.B.A. in booklet form at their cost and shall provide each employee and subsequent new employee with a copy (not later than three (3) months after the signing of this C.B.A. for existing employees and new employees upon hiring). The Company shall supply the Union copies of the booklets upon request. The number of booklets the Union requests shall depend on the term of the agreement and the needs of the employees.

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## **ARTICLE 6 - HOURS OF WORK**

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**6.01** This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation or payment of overtime which is covered solely by Article 7.

**6.02** (a) The workday shall commence at the start of the employee's regularly scheduled shift and end twenty-four (24) hours later.

(b) All employees will work one of the three (3) agreed shifts below. Any other shift will only be implemented by mutual agreement of the parties.

**Schedule 1: 168 hours per rotation as follows:**

\*Day Shift schedule consists of fourteen (14) consecutive twelve (12) hour shifts followed by fourteen (14) consecutive days/rest.

\*Night Shift employees schedule one six (6) hour night shift: thirteen (13) night shifts of twelve (12) hours each; one six (6) hour night shift; followed by 13 consecutive days of rest.

**Schedule 2: 168 hours per rotation as follows:**

\*Day Shift schedule consists of one six (6) hour shift; thirteen (13) shifts of twelve (12) hours each; one six (6) hour shift; followed by 13 consecutive days of rest.

\* Night Shift schedule consists of fourteen (14) night shifts of twelve (12) hours each; followed by 13 consecutive days of rest.

**Schedule 3: 160 hours per rotation as follows:**

\*Day shift schedule consists of one two (2) hour shift; thirteen (13) day shifts of twelve (12) hours each; one two (2) hour shift.

\*Night shift schedule consists of one eight (8) hour shift; twelve (12) night shifts of twelve (12) hours each; one eight (8) hour shift; thirteen (13) consecutive days of rest.

- (c) Employees who work Schedule 1 or Schedule 2 will receive two (2) hours of overtime each week of the cycle due to the schedule averaging forty-two (42) hours of overtime per week.
- (d) Payment of overtime wages (accrued in (c) above) are to be made in each pay period. If an employee is absent or on unpaid leave, the number of overtime hours affected by the missed day(s) will be deducted from the overtime hours payable for that pay period only. If an employee is on annual vacation for any part of a shift cycle, it will be treated as time worked for the purpose of (c) above.

**6.03** Twelve (12) hour shift employees shall have two (2) thirty (30) minute paid lunch breaks.

**6.04** (a) Employees working on continuous multiple shift jobs must not leave their place of work at the end of the shift before their replacement or a qualified replacement for the following shift has reported for work or unless approved by the Company. Such an employee must remain at their place of work for up to one (1) hour unless working that hour would delay their transportation home. Employees staying past their shift shall be paid for their additional time worked at double time or as per Article 9.04 Hot Change Allowance, whichever is greater.

(b) Employees who have been replaced shall be free to wash up without loss of time after having been replaced before the end of their shift.

(c) Employees, other than those referred to in (b) above, shall be free to wash up ten (10) minutes prior to the end of the shift.

**6.05** Days off shall be scheduled consecutively.

**6.06** Where a day shift job has a night shift counterpart shift rotations shall include one rotation on day shift and one rotation on night shift unless a bona fide business rationale is provided by the Company.

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## ARTICLE 7 - OVERTIME AND SPECIAL PAY

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- 7.01** (a) Overtime is voluntary, and employees are not required to work beyond their scheduled shift except in cases of emergency where life or property is in danger.
- (b) The parties recognize that overtime may be necessary in order to respond to service requirements or operating efficiency. In such cases, the company shall only require an employee to work overtime if the employee has previously advised the company of their desire to work overtime. However, when doing so, senior employees asked to work overtime shall have the right to invoke their first right of refusal (senior may and junior must).
- 7.02** (a) Employees who work hours beyond their designated shifts shall be compensated at the rate of 2 times their hourly rate;
- (b) Employees who work hours either prior to or after their designated rotation shall be compensated at the rate of 1.5 times their hourly rate for the first six (6) hours worked and 2 times their hourly rate for all hours thereafter.
- (c) Subject to the approval of their immediate supervisor, employees who trade shifts with another employee will not be compensated at the overtime rates in a) or b) above.
- (d) Employees who work a 168-hour schedule as described in 6.02 (b) 'Schedule 1' and 'Schedule 2' will receive two (2) hours of overtime at 1.5 x their hourly rate each week of the cycle due to the schedule averaging 42 hours of overtime per week.
- 7.03** (a) Overtime hours will be equitably distributed among qualified employees within the occupational groups, within the department.
- (b) Overtime hours will be tracked and regularly posted on a bulletin board to ensure transparency and fairness.
- (c) Employees declining to work overtime, shall be deemed to have worked in the recording of overtime distribution among the qualified employees.
- (d) In the event all qualified employees in the appropriate occupational groups within the Department have declined to work overtime, or there is an insufficient number of employees, the Company may offer the overtime to qualified employees in other departments on an equitable basis.

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## ARTICLE 8 - TECHNOLOGICAL CHANGE

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**8.01** 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.

**8.02** For the purpose of this C.B.A., a technological change shall be defined as changes in working methods or facilities, the automation of equipment or the mechanization or automation of duties which adversely affects employees in the Bargaining Unit through lay-off or demotion from their present job classification.

**8.03** 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 one hundred and twenty (120) days 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 of employees affected, together with the nature and extent of the change anticipated.
- (b) The Company will in every way possible, train or retrain employees affected by technological change for new or existing work at the operation prior to contracting out.
- (c) The Parties agree to cooperate in seeking assistance from the Provincial and Federal Governments for employees affected by technological change.
- (d) Educational Leaves of Absence for re-training, if required, will be approved.
- (e) 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) months. For a further period of three (3) 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 period, the rate of their new regular job shall apply.
- (f) New jobs created by technological change shall be evaluated in accordance with Article 9 subsection 9.03.

- (g) Employees who terminates as a result of lay-off or displacement from their regular jobs because of technological change shall be entitled to one (1) weeks' severance pay (40 or 42 hours' pay, as per each employees' respective schedule) for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of eighteen (18) weeks' pay for their regular work schedule.

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## ARTICLE 9 – WAGES

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- 9.01** The Company agrees to pay, and the Union agrees to accept the job classifications and the hourly wage rates set forth in Appendix “A & B” which are attached to and forms part of this C.B.A.
- 9.02** An employee who temporarily transferred from their regular job at the request of the Company, shall be paid the wage rate of the job to which they have been transferred, provided such rate is not less than that of their regular job. If the rate of the job to which they are temporarily transferred is less than the rate of their regular job, they shall be paid their regular rate during the period of such temporary transfer. Rate changes shall apply only when job changes have a duration of an hour or more.
- 9.03** (a) If any new job classifications are established or if there is a substantial change in the job content on any job classification set forth in Appendix "B" or if any job classifications have been overlooked in Appendix "B" the Parties agree to meet and negotiate a rate of pay for the job(s) in question and where required establish a suitable job title. In such events;
- (i) There will be advance notice of change to the Local Union.
  - (ii) The Company and the Local Union shall meet and agree on an interim rate for the changed or new category.
  - (iii) Rate negotiations by the parties to establish a new rate will be guided by factors including skill, knowledge, responsibility, and job conditions.
- (b) Where a final agreement is reached, the parties will submit the final rates via a Letter of Understanding and update the wage supplements. Where final agreement is not reached, the matter may be referred by either party directly to arbitration pursuant to Article 26.
- When a new permanent rate is agreed upon or awarded by an arbitrator, all employees shall receive the difference between that rate and the interim rate from the date of the application.

## 9.04 Premiums

### Lead Hand

It is understood between the Parties that lead hands may be designated on the basis of qualifications from time to time on an "as needed" basis to help, lead and direct a work crew. A lead hand will be paid \$45 per shift.

### Night Premiums

A night premium of Seventy-five cents (\$.75) per hour will be paid for all hours worked between 6pm and 6am. Effective twelve (12) months from the date of ratification the night premium shall increase to One dollar (\$1.00) per hour for all hours worked between 6pm and 6am.

### Pit Bus Driver

The Company will pay Pit Bus Drivers paid \$15 dollars per day.

### Hot Change Allowance

In accordance with 6.04 (a) the Company will pay half an hour paid at double time to allow for transfer of information and communication with the incoming shift.

### Travel Allowance

The Company shall provide employees with a Travel Allowance per rotation for the travel time from the marshalling point to the mine site. Effective the date of ratification, the travel allowance shall be as set out in the following table:

Marshalling Points – to and from the Mine Site	Travel Allowance
Smithers and other points not using marshalling point	\$500.00
Prince George	\$600.00
Williams Lake	\$725.00
Kamloops	\$800.00
Kelowna	\$825.00
Vancouver Island	\$900.00
Vancouver ( Lower Mainland )	\$950.00
Calgary	\$950.00

Effective twelve (12) months following the date of ratification the travel allowance shall be as set out in the following table:

Marshalling Points – to and from the Mine Site	Travel Allowance
Smithers and other points not using marshalling point	\$500.00
Prince George	\$625.00
Williams Lake	\$750.00
Kamloops	\$825.00
Kelowna	\$850.00
Vancouver Island	\$925.00
Vancouver ( Lower Mainland )	\$1000.00
Calgary	\$1000.00

**Site Departure Delays**

In the event that a flight is delayed from the site or to the site, an employee affected by the delay will be compensated as follows:

- (a) an employee will be paid for all hours missed resulting from such a delay in getting to the site.
- (b) If a site departure flight is cancelled and employees missed scheduled work hours as a result of being bussed from the site, they shall be paid for those missed hours.
- (c) In the event of a flight delay to the site, employees reporting shall be allowed a rest period of six (6) consecutive hours.

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**ARTICLE 10 – PAY DAYS**

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**10.01** The Company shall provide for pay days twice per month and at that time each employee shall be furnished with an itemized and detailed statement of earnings and deductions noted in 10.02 (b) below.

**10.02** (a) Employees will receive their pay by direct deposit to their account at the bank of their choice subject to conditions established by the bank. All employees shall provide the Company with a bank account number and the name and address of the financial institution where the account is held. The Company shall have the right to deposit the employee's pay into the account directly by electronic means (e.g., direct deposit). All current and new employees are to be paid by direct deposit only and shall be required to continue to maintain a bank account for the purpose of receiving their pay by direct deposit and shall promptly inform the Company of any changes to their banking arrangements in advance of their scheduled pay deposit.

- (b) Specifically, Pay Deposit Notices will identify information pertaining to separate itemized descriptive listings of all earnings (including but not limited to rates paid, hours worked, overtime hours worked, dates worked, premiums applied, lost time, and vacation pay) and a separate itemized descriptive listing of all employee deductions and deductions paid by the Company on behalf of the employee (including but not limited to Union dues, statutory deductions, pension, long term disability, and all other health & welfare benefits). All earnings and deductions for the current period will be accompanied by the same corresponding year-to-date information.

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## **ARTICLE 11 – GROUP RETIREMENT SAVINGS PROGRAM**

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- 11.01** Employees are eligible to join and commence contributions to the group RRSP upon their hire date or any later date, that they may choose, on a voluntary basis. When the employee participates, the Company will commence contributions in the employee's name, at the time of participation, but no earlier than their completion of their probationary period. Company and Employee contributions through payroll deduction are made before income tax is applied.
- 11.02** (a) The Company will contribute an amount equivalent to 6.75% of the employees' gross earnings per pay period.
- (b) Employees may advise the Company of the percentage they would like to contribute to the program, with the minimum being 5% of their gross earnings per pay period.
- 11.03** Employees shall determine upon ratification of this agreement whether their funds within the group RRSP will remain locked in or accessible. New employees will make this determination upon hiring after learning the details of the group RRSP.

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## **ARTICLE 12 - APPRENTICESHIP PROGRAM AND TRADES TRAINING**

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- 12.01** The purpose of this Article is to provide employees with the opportunity to receive occupational and vocational training through apprenticeship.
- 12.02** Apprentices will be paid eight (8) hours per day at straight time while in school and the cost of books and materials required for instruction.



Apprentices attending provincial apprenticeship school in a community outside their primary residence will be paid one hundred twenty-five dollars (\$125) per week living out allowance for each week spent attending that school.

**12.03** Trades: The parties will provide in the table in Appendix E the current number of training weeks and qualifying work hours for the skilled trades that are commonly employed at the Company. Up to date information on the training requirements for these and other recognized trades can be obtained from the Industry Training Authority of British Columbia ([www.itabc.ca](http://www.itabc.ca)) The table will include occupation, trade designation, number of in-school weeks of training, number of training levels, and number of work-based training hours.

**12.04** (a) The Company will determine, sponsor, and maintain a number of apprenticeships, which will be available to employees who meet the pre-requisites established through aptitude and/or pre-apprentice trade tests.

(b) When an apprenticeship becomes available, the Company will post the vacancy as per Article 18.

(c) Should an apprentice fail to complete trades school, he/she may be removed from the apprenticeship and will be returned first to their former job or if not available, to a comparable job at the same wage grade rate.

(d) Provided they have seniority as per Article 17, should an apprentice be removed from his/her position due to a workforce reduction, then he/she will be returned first to their former job held prior to being awarded the apprenticeship or if not available, to a comparable job at the same wage grade rate

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### ARTICLE 13 - TRAINING

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**13.01** All training shall be awarded based on Article 17.01 Seniority and just and reasonable prerequisites that may apply.

(a) Employees desiring to train on a job shall advise the Company of their expression of interest in training. The Company will maintain the list for each job within each department and shall record the name and seniority date of each employee expressing interest in training for the job.

The list will be reviewed by management prior to any training being awarded which will be based on (b) below.

(b) All training shall be awarded based on seniority and just and reasonable prerequisites.

- 13.02** Determination of prerequisites and provisions for reasonable training opportunities shall be made by the Company in a just and reasonable manner. Whether the Company made such determination in a just and reasonable manner shall be subject to the grievance procedure.
- 13.03** Where formalized training programs exist or are proposed, copies of such programs and manuals must be supplied to the Union.
- 13.04** On shifts where training is contemplated, the Company will use senior employees who meet the prerequisites and have expressed an interest in the training of employees.
- 13.05** Employees who have been specifically instructed to train other employees shall be paid a premium of one-half hour at double time rate daily for such training. Employees used as trainers must have a minimum of one (1) years' experience at the job, they are training other employees on.
- 13.06** The Company will select applicants for training in accordance with the provisions of Article 18.01 (b) where no trainee is found through the expression of interest process in 13.01 (a).
- 13.07** The employee's schedule and progress will be reviewed with them on a regular basis.
- 13.08** When employees are unable to successfully complete the training, they shall be returned to their former job or if not available, to a comparable job at the same wage grade rate.
- 13.09** To facilitate employee advancement into higher paying jobs, and to provide the Company with employees who have multiple skill sets; the Company will train employees through the expression of interest process.

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#### **ARTICLE 14 - PAID HOLIDAYS**

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- 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; Truth and Reconciliation Day; Tahltan Day; and any other holiday proclaimed by the Provincial Government.

- 14.02** (a) Statutory holidays will be paid based on the employee's applicable schedule. If an employee is working on the holiday, they shall be paid at triple time and one-half of their regular rate. If an employee is not scheduled for the holiday, they shall be paid at their straight time rate for their regular work schedule.
- (b) Those employees assigned to temporary positions which are paid at a higher rate of pay shall be paid Statutory Holiday Pay at the rate of the position to which they are temporarily assigned provided they meet the requirements of Article 14, subsection 14.03.
- 14.03** Except if on vacation, to be entitled to the Statutory Holiday Pay, an employee must work throughout the last scheduled shift immediately preceding the paid holiday and the first scheduled shift immediately following the paid holiday, and on the holiday if scheduled, unless absent with leave, or laid-off, or unless they satisfy the Company that the absence was due to illness or injury or other approved leave.

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**ARTICLE 15 - VACATION WITH PAY**

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- 15.01** For the purpose of this Article anniversary dates for vacation entitlement will be the employee's date of hire.
- 15.02** Time spent while on paid leaves including but not limited to paid sick leave, WCB, STD, LTD, bereavement leave, jury duty leave or apprenticeship training, will be treated as time worked for the purposes of calculating an employee's gross earnings to determine vacation pay entitlement. Time worked will include all earnings an employee would regularly be paid had they been at work.

Employees will be granted vacation as follows:

<b>Completed Years of Service</b>	<b>Working Hours Entitlement (160 hr shift)</b>	<b>Working Hours Entitlement (168 hr shift)</b>	<b>Accrual Percentage% Entitlement</b>
0 months but less than 12 months	0	0	6
1-3 years	120	120	6
4-7 years	160	168	8
8+ years	180	192	10

Vacation pay is calculated based on the employee's gross earnings of the previous year.

- 15.03** (a) The vacation year is from April 1st to March 31st. Operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with seniority as per Article 17. Department vacation schedules shall be posted by March 31 of each year.
- (b) In the case of an operational emergency, the Company shall reimburse an employee all money lost as a result of their vacation being re-scheduled by the Company, provided the employee has made arrangements through their Supervisor to have vacation time off and makes the Supervisor aware, in writing at the time the vacation is re-scheduled, of the financial loss the employee will incur as a result of the rescheduling.
- (c) During the first week of January, each year employees will be called upon to indicate preference in vacation scheduling. Those employees indicating preference for vacation time before 11:59 p.m. on February 28th, 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. This process shall repeat itself until all vacations are scheduled.
- (d) Those employees who do not indicate preference for vacation scheduling by 11:59 p.m. on March 31, of each year, will take their vacation in vacation blocks that are not already filled.

**15.04** Upon termination, all vacation earned and not taken will be paid out.

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## **ARTICLE 16 – INSURANCE BENEFITS**

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**16.01** This Article summarizes the main provisions of the negotiated health, dental, disability and wellness plans at Red Chris.

**16.02** The Company agrees to pay the full cost of providing the benefits set out below for all employees after one calendar month. Enrollment in the benefit plans is a condition of employment.

**16.03** Benefit Retention Upon Layoff:

Where an employee is laid off their benefits shall be retained for a period of one (1) calendar month starting at the first of the month following layoff. Employees with more than one year of service will receive an additional month of benefit continuation.

**16.04** Employee benefits shall continue at all times when an employee is on any approved leave of absence.

- 16.05** The Company will advise the Union of a potential change of benefits provider and consult with the Union in advance. The terms and conditions of the negotiated benefits may not be altered by the Company without the approval of the Union.
- 16.06** The Company shall supply a hard copy of the Benefits Package to each employee with a copy not later than three (3) months after the signing of this C.B.A. The Company shall supply the Union hard copies of Benefit Package upon request.
- 16.07** The cost of a Company required medical exam, functional capacity report and hearing examinations shall be borne by the Company and arranged during the employee's normal shift with no loss of wages where possible.
- 16.08** Parties recognize that a wide range of problems, such as mental or emotional illness, marital or family distress, substance dependency, legal or financial problems, although not directly associated with one's job function, can affect an employee's ability to perform their job. As such, employees and their immediate family members (as defined in the employee benefit plan) are encouraged to contact the Employee and Family Assistance Program (E.F.A.P.) if they feel or become aware that they have a problem with mental or emotional issues, marital or family distress, legal or financial problems or substance dependency.

The Company agrees to fund the entire cost of the Employee and Family Program.

**16.09 Health Benefits Coverage**

**Life Insurance:**

Coverage: 2 times annual earnings

Maximum: \$500,000

No waiting period for Life coverage

Coverage reduced to 50% at age 65, reduced to 25% at age 70 and terminates at age 75 or termination of employment or retirement.

**Short Term Disability:**

66.7% of basic monthly earnings not to exceed the maximum weekly benefit of \$1,500 or EI Maximum whichever is greater after qualifying period for maximum seventeen (17) weeks. Termination at age 70, termination of employment or retirement, whichever is earlier.

**Long Term Disability:**

67% basic monthly earnings not to exceed the maximum monthly benefit of \$5000

Elimination Period: 119 days

Maximum Benefit period: To Age 65

**Accidental Death or Dismemberment:**

Coverage: 2.22 times annual earnings

Maximum: \$750,000

Coverage reduced to 50% at age 65, and terminates age 75 or termination of employment or retirement.

**Extended Health:**

Benefit Maximum: Unlimited

Deductible: Nil

Prescription Drugs: 100% with a pay direct drug card with mandatory generic drug substitution

Vision Care: Eye exam once per 24 months  
Vision Care \$450 per 24 months

Professional Services: By licensed practitioners

\$1,625 per calendar year at ratification, increasing to \$2,000 twelve (12) months following ratification for chiropractor, Osteopath, Podiatrist/Chiropracist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist and Acupuncturist.

\$1,500 per calendar year at ratification, increasing to \$1,750 twelve (12) months following ratification for Psychologist/Social Workers/Clinical Counsellors/Marriage and Family Therapist/Psychoanalyst/Psychotherapist.

Hearing Aids: \$450 per five 5 calendar years at ratification increasing to \$500 twelve (12) months following ratification.

Sick Days: Five (5) paid days per year.

Dental: Basic 100% and Major 70% to a combined annual maximum of \$3,750 at ratification, increasing to \$4,500 twelve (12) months following ratification.

Ortho: 60% (\$3,000 per lifetime) at ratification, increasing to 70% (\$5,000 per lifetime) twelve (12) months following ratification.

Out of Canada Emergency Medical treatment: 100% (maximum \$5,000,000 per lifetime) Some restrictions and limitations apply Dental.

Benefit Details	Your Plan's Coverage
Waiting Period	One month
Deductible	None
Dental Fee Guide	Current Fee Guide for General Practitioners for your Province of Residence
Coverage ends	At the earlier of age 75 or your retirement
Combined Maximum applies to: Level I Level II Level III Level IV	\$3,750 per calendar year at ratification, increasing to \$4,500 twelve (12) months following ratification
Maximum applies to: Level V	\$3,000 per lifetime at ratification, increasing to \$5,000 per lifetime twelve (12) months following ratification.
Level I - Basic Services Includes items such as: <ul style="list-style-type: none"> <li>• complete oral exam, one per 2 calendar years</li> <li>• full-mouth x-rays, one per 2 calendar years</li> <li>• one unit of light scaling and one unit of polishing once every 6 months, when the service is performed outside Quebec, or prophylaxis once every 6 months, when the service is performed in Quebec</li> <li>• recall exams, bitewing x-rays (2 films) and fluoride treatments, once every 6 months</li> <li>• routine diagnostic and laboratory procedures</li> <li>• fillings, retentive pins and pit and fissure sealants                Replacement fillings are covered provided:               <ul style="list-style-type: none"> <li>- the existing filling is at least 12 months old and must be replaced either due to significant breakdown of the existing filling or recurrent decay, or</li> <li>- the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam</li> </ul> </li> <li>• prefabricated full coverage restorations (metal and plastic)</li> <li>• space maintainers (appliances placed for orthodontic purposes are not covered)</li> <li>• minor surgical procedures and post-surgical care</li> <li>• extractions (including impacted and residual roots)</li> <li>• consultations, anesthesia, and conscious sedation</li> <li>• denture repairs, relines, and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture</li> <li>• injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery</li> </ul>	\$3,750 per calendar year at ratification, increasing to \$4,500 twelve (12) months following ratification

<p>Level II - Supplementary Services</p> <p>Includes items such as:</p> <ul style="list-style-type: none"> <li>• surgical procedures not included in Level I (excluding implant surgery)</li> <li>• periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including: <ul style="list-style-type: none"> <li>- scaling not covered under Level I, and root planning, up to a combined maximum of 8 units per calendar year(s);</li> <li>- provisional splinting; and</li> <li>- occlusal equilibration, up to a maximum of 8 units per calendar year(s)</li> </ul> </li> <li>• endodontic services which include root canals and therapy, root amputation, apexifications and periapical services</li> <li>• root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime</li> <li>• re-treatment is covered only if the expense is incurred more than 12 months after the initial treatment</li> </ul>	<p>\$3,750 per calendar year at ratification, increasing to \$4,500 twelve (12) months following ratification.</p>
<p>Level III - Dentures</p> <p>Includes items such as:</p> <ul style="list-style-type: none"> <li>• initial provision of full or partial removable dentures</li> <li>• replacement of removable dentures, provided the dentures are required because: <ul style="list-style-type: none"> <li>- a natural tooth is extracted, and the existing appliance cannot be made serviceable.</li> <li>- the existing appliance is at least 60 months old; or</li> <li>- the existing appliance is temporary and is replaced with the permanent dentures within 12 months of its installation</li> </ul> </li> <li>• dentures required solely to replace a natural tooth which was missing prior to becoming insured for this eligible expense are not covered</li> </ul>	<p>70% to a combined annual maximum of \$3,750 at ratification, increasing to \$4,500 twelve (12) months following ratification</p>



<p>Level IV - Major Restorative Services</p> <p>Includes items such as:</p> <ul style="list-style-type: none"> <li>• crowns and onlays when the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay</li> <li>• inlays, covering at least 3 surfaces, provided the tooth cusp is missing</li> <li>• initial provision of fixed bridgework</li> <li>• replacement of bridgework, provided the new bridgework is required because: <ul style="list-style-type: none"> <li>- a natural tooth is extracted and the existing appliance cannot be made serviceable;</li> <li>- the existing appliance is at least 60 months old; or</li> </ul> </li> <li>• the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation</li> <li>• bridgework required solely to replace a natural tooth which was missing prior to becoming insured under this Plan is not covered</li> </ul>	<p>70% to a combined annual maximum of \$3,750 at ratification, increasing to \$4,500 twelve (12) months following ratification</p>
<p>Level V - Orthodontics</p> <p>Includes items such as:</p> <ul style="list-style-type: none"> <li>• orthodontic services</li> </ul>	<p>60% (\$3,000 per lifetime) at ratification, increasing to 70% (\$5,000 per lifetime) twelve (12) months following ratification.</p>

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**ARTICLE 17 – SENIORITY**

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**17.01** The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of training, filling vacancies, promotion, transfer, vacation, shift preference or rotation, lay-off, or recall, senior employees shall be entitled to preference. In the application of seniority, it shall be first determined by department seniority and second by company seniority.

**17.02** All employees who have not completed thirty (30) days worked within a six (6) month period shall be considered probationary employees and shall have no seniority rights.

**17.03** Upon completion of the probationary period, an employee shall be entitled to seniority dating back to the first day worked within the said thirty (30) day period.

**17.04** There shall be two (2) types of seniority, namely Departmental and Company:

- (a) Departmental seniority, for the purpose of Article 17, shall mean the length of an employee's service within their Department.
- (b) the Company seniority of an individual means the length of time of continuous service with the Company since being hired by the Company.

**17.05** An employee shall accumulate seniority during their employment and seniority shall be maintained and continue to be accumulated during:

- (a) an absence due to an occupational accident or illness;
- (b) the period of time an employee is absent and in receipt of Weekly Indemnity benefits as described in Article 16;
- (c) the period of time an employee is absent and in receipt of Long-Term Disability benefits as described in Article 16;
- (d) the period of time an employee and in receipt of WCB benefits;
- (e) the period of time an employee is absent for maternity/paternity leave;
- (f) a Leave of Absence approved pursuant to Article 19 subsection 19.08;
- (g) the period of time an employee is absent on any other approved leave.

**17.06** An employee shall maintain seniority during lay-off on the following basis:

- (a) Employees who have successfully completed probation with less than one (1) year of service shall retain their seniority for a period of six (6) months.
- (b) Employees with more than one (1) year of service shall retain their seniority for twenty- four (24) months, plus one (1) additional month for each year of service up to an additional twenty- four (24) months.

**17.07** (a) The Company shall, for information purposes maintain up-to-date Company seniority lists showing each employee's order of seniority with their name, number, and their service date. In cases of equality, seniority rank shall be determined in a draw witnessed by a-Shop Steward.

- (b) The seniority list shall be posted every three (3) months and a copy supplied to the Union.

**17.08** An employee displaced from their job as a result of a decrease in the workforce or re-structuring of the workforce shall be re-assigned by the Company in accordance with Article 17, subsection 17.01. Such re-assignment must be made on the following basis:

(a) to previously held within the Bargaining Unit on the basis of Company seniority;

or

(b) to any job within their department in accordance with Department seniority, provided that they have the qualifications to do the job, or, in the opinion of the Company, could be trained to perform the job in a maximum period of four shift cycles, if no job is available;

(c) then the employee affected may either displace the employee with the least seniority, provided that they have the qualifications to do the job, elect to be laid off from the Company or accept severance under the terms of the C.B.A.

**17.09** (a) An employee exercising their right to bump under Article 17, subsection 17.01 will displace the most junior employee within that classification where it results in the least amount of earnings lost to the employee who is bumping and assume the shift and Department for that job.

(b) An employee who has been displaced from their job or who has been laid-off from the Company as a result of the application of the lay-off procedure shall, when work becomes available, be entitled to be re-called on the basis of their seniority in accordance with Article 17 subsection 17.01.

**17.10** In order to protect their seniority, employees who are laid off must advise Human Resources in writing of any change of address.

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## ARTICLE 18 - JOB POSTINGS

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**18.01** (a) Job vacancies will first be awarded to the senior qualified employee within the department, through an expression of interest process. The Company will maintain a list of employees who express interest in job vacancies within the department, by recording their name and seniority date.

(b) Where a job vacancy is not filled within a department as per (a) above they shall be posted for all employees by each of the following methods:

- 1) Company Notice Boards in the main hallway
- 2) By personal and Red Chris emails

- 3) Dedicated on site tv channel
- 4) Dedicated lunchroom monitor

(c) Vacancies will remain posted for a period of fourteen (14) calendar days. Postings may exceed fourteen (14) calendar days or be re-posted if successful candidates are not found. Every effort shall be made to enable the successful applicant to report to their new job within twenty-eight (28) calendar days from the date of acceptance. The successful applicant will be paid their new rate of pay when they report to the job. If the successful applicant is held back longer than twenty-eight (28) calendar days, they shall be paid the rate of the newly posted position as long as it is higher than the employee's present rate. This will commence on the twenty-eighth (28th) calendar day. Postings under 18.01 (b) will be awarded to the senior, qualified employee.

**18.02** All new job classifications, as contemplated in Article 9 subsection 9.03 will be posted and filled in accordance with Article 18 subsection 18.01(b).

**18.03** If the posted job is in another Department, the employee shall accumulate seniority in their new Department from the date they are notified they are the successful applicant.

**18.04** An employee may make application in anticipation of up to two (2) job vacancies that may occur while they are absent on vacation. Such application must be made prior to the commencement period.

**18.05** (a) Temporary vacancies will be filled by the senior qualified person in the following order;

- (i) Departmental seniority on the shift on which the vacancy exists first;
- (ii) Second by overall Company seniority on the shift the vacancy exists.
- (iii) In both instances, senior employees will have the first right of refusal for the vacancy.

**18.06** (a) An employee who has been absent from work and in receipt of Workers' Compensation, Weekly Indemnity or Long Term Disability benefits shall return first to their former job or if not available, to a comparable job at the same wage grade rate, provided they are reported by their Physician to be fit to return to work and perform the work in question.

(b) When such employee cannot produce the necessary medical approval; they may be subject to the provisions of Articles 17 and 16, bump into any job, provided that they have;

(c) the present necessary skill, ability, and physical capability to perform the job; and

- (i) Company seniority; and
  - (ii) produces a satisfactory medical report reflecting their fitness to perform the job.
- (d) An employee no longer capable of performing work within their classification as a consequence of injury or illness and does not fall under (a) above may exercise their rights under (b) above.

**18.07** When a job is moved to another Department and the holder of such a job is by reason thereof transferred to such other Department, the employee shall be a member of their new Department and they shall retain all Company seniority.

**18.08** The Company will send a copy of all job postings to the Shop Steward Committee and Local Union and will provide both with the name of the successful applicant.

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## **ARTICLE 19 - LEAVE OF ABSENCE**

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### **19.01 Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

### **19.02 Pregnancy and Parental Leave**

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A female employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under 19.02(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to sixty-one (61) weeks.
- (e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under 19.02(d).

- (f) An employee's combined entitlement to leave under 19.02 (a) and 19.02 (d) is limited to seventy-eight (78) weeks, plus any additional leave the employee is entitled to under 19.02(b) or 19.02(e).

### **19.03 Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 19.01 above.

### **19.04 Family Responsibility and Compassionate Care Leave**

Family Leave:

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

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

Compassionate Care Leave:

- (a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild, or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, stepparents and stepchildren, and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- (b) An employee who requests Compassionate Care Leave under this Section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
  - (i) the date the certificate is issued, or
  - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the Company a copy of the certificate as soon as practicable.

- (d) An employee may begin a leave under this Section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - (i) the family member dies;
  - (ii) the expiration of twenty (26) weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this Section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

#### **19.05 Compassionate Leave**

With approval of the Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training, conditional on the following terms:

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) Approval will not be unreasonably withheld.

Where spouses employed by the Company are entitled to joint vacations, but of different duration, the Company shall grant unpaid Leave of Absence, not exceeding (1) shift cycle, to the spouse with the shorter vacation, provided that the leave does not interfere with a senior employee's vacation entitlement.

#### **19.06 Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.

- (b) Members of the employee's immediate family are defined as the employee's spouse, parents, stepparents, siblings, children, stepchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, and grandchildren

#### **19.07 Union Business**

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) With approval of the Company, leave of absence will be granted to employees who are appointed or elected as representatives to attend Union business in order that they may carry out their duties on behalf of the Union. The approval will not be unreasonably withheld.
- (c) It is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.
- (d) Employees will continue to be paid by the Company for such leaves. The Union will reimburse the Company for lost time wages and the Company's contribution of the employees' RRSP.

#### **19.08 Indigenous Leave**

With approval of the Company, upon the request of any First Nations or Native [Indigenous] employee who has completed the probationary period under this Collective Agreement, the Company shall grant to him leaves of absence which total not more than three (3) months in a calendar year, for the purpose of engaging in traditional activities, including traditional spiritual activities and traditional economic activities such as hunting, fishing and trapping. It is acknowledged by the Company and by the Union that any one leave may need to be restricted to a period of less than three (3) months having regards to operating requirements and the total number of employees on leave. The approval will not be unreasonably withheld

#### **19.09 Public Office**

- (a) Employees elected or appointed to Federal, Provincial, Municipal, Regional offices shall be granted as much leave as is necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting such business.



- (b) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

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## ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT

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**20.01** 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 affect 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 Safety and Health Committee (JOSHC) will be established with equal representation from each party. The Union and Company will each appoint eight (8) members to the Committee.

- 20.02**
- (a) There shall be two (2) Co-chairs, with one (1) Union representative and one Company representative.
  - (b) All accidents, dangerous occurrences, and near-miss incidents shall be jointly investigated and in accordance with the Mines Act, Health, and Safety Reclamation Code Section 32 (1).
  - (c) The JOSHC shall meet monthly at mutually agreeable times. The two Co-Chairs and a Management appointee and a Union appointee shall meet every three (3) months with the General Manager to review the recommendations/findings of the JOSHC.
  - (d) The JOSHC will have access to all reports, plans, and records pertinent to the work of the JOSHC, in accordance with the Mines Act, Health and Safety Reclamation Code and Work Safe Regulations.
  - (e) The Manager agrees to develop a Mine Health, Safety, and Environment program which includes the following sections:
    - (i) a written policy, statement;
    - (ii) general safety rules;
    - (iii) safe working procedures on a Departmental basis;
    - (iv) a list of hazardous materials, and safe handling procedures;
    - (v) provisions for regular monthly crew safety meetings;
    - (vi) procedures for accident and serious incident investigation;

(vii) procedures for safety tour inspections;

(f) The Co-chairs of the JOSHC and/or their designates shall accompany an Inspector of Mines during official investigations as per the Mines Act.

**20.03** For time spent attending to Health, Safety and Environment issues, meetings, tours, accident or dangerous occurrence investigations, and training as required by the Company which require time off work, Safety Committee Representatives shall be paid their hourly rate. As much as possible the tour and meetings will be scheduled when the majority of the Union Committee is on dayshift. For the date of the tour and meeting, the remaining Committee members will be transferred to dayshift.

**20.04** The Company will provide minutes of all JOSHC meetings within five (5) working days following such meetings. Minutes will be reviewed by the Union's Co-Chair or his appointee prior to distribution by the Company. Any disagreement on the minutes by the Union will be recorded as such in the minutes.

**20.05** (a) The Company will provide the JOSHC once a month with a summary of injuries for review and discussion by the Committee, including all other reports in accordance with applicable legislation, including known or reasonably foreseeable health and safety hazards to which workers at the workplace are likely to be exposed, health and safety experience and work practices and standards in similar or other industries of which the Employer has knowledge, orders, penalties and prosecutions under the OH&S provisions, or regulations relating to health and safety at the workplace.

(b) Upon request, employees will be given a copy of their First Aid Report by the First Aid Attendant

**20.06** If an employee suffers a fatal accident while at work, the Company shall notify the President of the Local Union immediately and will be provided with all available pertinent information concerning the fatality. The Union Co-Chair and/or their designate will be paid their regular rate or overtime if applicable for all hours of work on the investigation.

**20.07** 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.

- 20.08** (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance, or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance, or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and
- (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
- (i) a worker member of the joint committee, or,
  - (ii) a worker who is selected by a trade union representing the worker.
- (e) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance, or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) A worker must not be subject to prohibited disciplinary action for refusing to perform a job they believe is unsafe as per section (a) above.
- (g) Temporary assignment to alternative work at no loss in pay to the worker until the matter is resolved is deemed not to constitute a prohibited disciplinary action.

**20.09** 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 or home.

**20.10** In the event the Mines Act, Health Safety and Reclamation Code does not cover a situation, the Industrial Health and Safety Regulations pursuant to the Workers' Compensation Board under the authority of the Workers' Compensation Act or any other applicable legislation shall apply.

**20.11** (a) Having recognized the value of having trained First Aid personnel on the Company property, it being beneficial to the Safety Program, the Company will pay one hundred and thirty-five dollars (\$135.00) per pay period to the holders of an Occupational First Aid Level III Certificate. The Company will pay the cost of training and retraining of Occupational First Aid Level III including lost time wages.

(b) Qualified members of the Mine Rescue Team (MRT) will be paid a premium of \$90 per pay period. The Company will determine who is qualified and will also establish the number of MRT members on each shift and in each Department or area.

Qualified members must have:

(i) A valid Occupational Level III St. John First Aid Certificate.

(ii) A valid Mine Rescue Certificate

**20.12** (a) The Company shall provide the Uniform and PPE items noted in Appendix C at no cost to employees, which shall be made available as determined to be necessary by the employee's Supervisor.

(b) A Boot Allowance of five hundred (\$500.00) shall be made by the Company to each employee per calendar year.

(c) The Company will provide high visibility uniforms.

The Company will provide equipment for employees to launder the high visibility uniforms on the worksite.

Uniforms that are damaged beyond repair, unsafe, lost or stolen should be reported to the direct Supervisor who will then authorize a replacement pair.

Any disagreements as to whether or not the nature of the work assignment requires high visibility uniforms (regular or insulated) will be referred to the Joint Occupational Safety &

Health Committee. The Committee will investigate any dispute and resolve any disagreements.

All uniforms will remain the property of Red Chris and must remain on-site (unless written approval, to remove the uniforms, has been provided by the Department Superintendent).

(d) The quality of the standard protective safety equipment contained in Article 20 subsection 20.17 (a) shall be reviewed for effectiveness by the JOSHC.

**20.13** (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 are to be adequately heated, lighted, and 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 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.

**20.14** A logbook shall be provided for and maintained by employees in each unit of mobile equipment over 7,000 kg gross vehicle weight, in accordance with the Mines Act, Health Safety and Reclamation Code.

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

**20.16** The Company agrees to train and instruct all members of the Mine Rescue Team in the correct use of monitoring 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 Mine Rescue Team.

**20.17** Joint Disability Management Program: Disability Management programs are designed to promote employee health and recovery from disability (injury/illness) through early intervention and active case management along with opportunities for early and safe return to work. The effective reintegration of employees with disabilities minimizes the loss of expertise and productive potential for the Company. The Disability Management Program is co-operative, consistent and uses modified work, ease back, rehabilitation strategies, job placement and follow-up to ensure that a

disabled employee remains at work or quickly returns to safe, productive, and meaningful work. The employer is required to accommodate an employee up to the point of undue hardship as prescribed in the Workplace Health, Safety and Compensation Act and the Human Rights Act. For the purpose of clarity, a disability is defined as any impairment arising out of any work or non work related illness, injury or disease which prevents an employee from performing their essential job functions.

**20.18** The Company will provide a fitted Hearing Protection allowance for all employees at no cost.

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## **ARTICLE 21 - CONTRACTING OUT**

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**21.01** (a) The Company will notify the Union, a minimum of thirty (30) days in advance, of their intent to have work performed by contractors on the mine site and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made. For this purpose, the Joint Consultation Committee will be used as a forum to discuss the Company's contracting decisions.

In keeping with the joint commitment of the Company and the Union to provide as much work as possible to the regular workforce, the Joint Consultation Committee will meet at least quarterly to make recommendations regarding the utilization of the mine's workforce to minimize the use of contractors, both inside and outside of the mine site.

(b) The Company will not bring a contractor into the mine site:

- (i) which directly results in the layoff of bargaining unit employees; or,
- (ii) to do the work of employees on layoff.

(c) It is agreed that it is not the intent of the Company to replace its regular workforce through the use of contractors.

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## **ARTICLE 22 - SEVERANCE PROVISION**

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**22.01** An employee who terminates as a result of a restructuring of the Company's operation, or permanent closure of the Company's operation in part, shall be entitled to severance pay as follows:

One weeks' severance pay (40 or 42 hours' pay) as per each employee's respective schedule for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of eighteen (18) weeks' pay for their regular work schedule.

**22.02** Employees may elect to terminate and take their severance or will be paid their severance pay when their recall rights expire.

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## **ARTICLE 23 – EDUCATION AND HUMANITY FUNDS**

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### **23.01 Education Fund**

- (a) The Company will contribute \$0.05 per hour worked to the Education Fund and will continue such contributions throughout the period of the Collective Agreement.
- (b) The Education Fund will be used specifically in the development and delivery of programs, which may include:
  - o Grievance Handling
  - o Collective Bargaining
  - o Environmental Issues
  - o Land Use Issues
  - o Stewards Training
  - o Parliamentary Procedure and Public Speaking
  - o Communication Skills
  - o Leadership Training
  - o Economic Issues
  - o Benefits Training
  - o Health and Safety
- (c) The Company shall remit the contributions to the Local Union no less than once each month, with a written statement of names of the employees for whom the contributions were made and the hours worked by the employee.

### **23.02 Humanity Fund**

- (a) The Company agrees to deduct on a bi-weekly basis the amount of not less than \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.
- (b) The Company shall pay once every three months the amount so deducted to the "Humanity Fund" and to forward such payment through electronic deposit to United Steelworkers National Office. The Company will advise in writing both the Humanity Fund and the Local Union that

such payment has been made, the amount of such payment, and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

- (c) The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this Article.

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## **ARTICLE 24 - GENERAL PROVISIONS**

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- 24.01** (a) The Company shall provide all specialty tools required by tradespeople to perform their duties and a tool allowance of \$0.65 per hour for those Tradespeople who are required to supply their own tools required for their trade. Toolboxes damaged beyond repair through legitimate accidents proven to be no fault of the owner will be replaced by the Company, to a comparable standard at no cost to the employee.
- (b) The Company shall replace employee owned tools which are rendered useless as a result of breakage in Company service. The provisions of this sub section only apply to employees not otherwise compensated under Article 24.01(a).

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## **ARTICLE 25 - ADJUSTMENT OF GRIEVANCES**

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### **25.01 Procedure**

The Company and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

#### **Step One**

The individual employee involved, with or without a Shop Steward, shall first take up the matter with the supervisor directly in charge of the work within twenty-one (21) days after the date on which he is notified verbally or in writing, or on which he ought to have been aware of the action or circumstances giving rise to the grievance.

#### **Step Two**

If a satisfactory settlement is not reached at Step One, the Shop Steward shall take up the grievance with either the Superintendent or designate, or as designated by the Company. A statement in writing of the alleged grievance by the grievor, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step Two.



### Step Three

If the grievance is not satisfactorily solved at Step Two, it shall be referred to the Local Union and Management. A policy grievance filed or declared by the Local Union, or by the Company, shall commence at Step Three of the grievance procedure.

### Step Four

If a satisfactory settlement is not reached at Step Three, it shall be dealt with by arbitration as set forth in Article 26.

### **25.02 Time Limit**

If a grievance has not advanced to the next stage under Steps Two, Three, and Four within twenty-one (21) days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Steward the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

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## **ARTICLE 26 – ARBITRATION**

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### **26.01 Grievances**

(a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 25, the matter shall be determined by arbitration as follows:

Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the Arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

(b) No one shall serve as an arbitrator who:

- (i) either directly or indirectly has any interest in the subject of the arbitration;
- (ii) has participated in the grievance procedure preceding the arbitration unless agreed otherwise.

(iii) is, or has been, within a period of eight (8) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the USW, or a Company directly engaged in the mining industry.

(c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

#### **26.02 Cost Sharing**

The Parties shall jointly bear the cost of the arbitrator.

#### **26.03 Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be decided by the Parties.

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### **ARTICLE 27 – DISCIPLINE**

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**27.01** (a) A copy of every recorded discipline shall be sent to the Shop Steward and Local Union.

(b) Written Warnings, Final Written Warnings, and Suspensions shall be deemed void after twenty-four (24) months from date of issue provided there has not been another similar infraction.

**27.02** (a) A Shop Steward shall be present during an investigation or enquiry where the outcome may result in discipline.

(b) The company will ensure that whenever an employee is disciplined for any reason, a Shop Steward member, available at the time of discipline, shall be present. In the absence of a Shop Steward member, the employee can choose an available worker of his choice as his representative.

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### **ARTICLE 28 - STRIKES AND LOCKOUTS**

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**28.01** There shall be no strikes or lockouts by the Parties to this Agreement during the term of this Agreement.

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**ARTICLE 29 - DURATION OF AGREEMENT**

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- 29.01** (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 27<sup>th</sup> day of October 2022, to midnight the 26<sup>th</sup> day of October 2024, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 26<sup>th</sup> day of October 2024. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Collective Agreement.
- (c) The Parties agree to exclude the operation of Section 50 (2), (3) of the Labour Relations Code of British Columbia.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED ON BEHALF OF:  
**NEWCREST RED CHRIS MINING LTD.**

SIGNED ON BEHALF OF:  
**UNITED STEELWORKERS  
LOCAL 1-1937**

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usw1-1937

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**APPENDIX A**

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**WAGE GRADES AND HOURLY RATES**

(a)

<b>Wage Grade</b>	<b>Current Wage Rates</b>	<b>October 27, 2022 4.5% Wage Increase</b>	<b>October 27, 2023 4% Wage Increase</b>
1	\$30.52	\$31.89	\$33.17
2	\$31.95	\$33.39	\$34.72
3	\$32.81	\$34.29	\$35.66
4	\$33.94	\$35.47	\$36.89
5	\$34.33	\$35.87	\$37.31
6	\$35.18	\$36.76	\$38.23
7	\$35.98	\$37.60	\$39.10
8	\$36.83	\$38.49	\$40.03
9	\$36.97	\$38.63	\$40.18
10	\$37.71	\$39.41	\$40.98
11	\$38.44	\$40.17	\$41.78
12	\$38.76	\$40.50	\$42.12
13	\$40.41	\$42.23	\$43.92
14	\$40.61	\$42.44	\$44.13
15	\$41.57	\$43.44	\$45.18
16	\$41.70	\$43.58	\$45.32
17	\$43.34	\$45.29	\$47.10
18	\$43.65	\$45.61	\$47.44
19	\$44.82	\$46.84	\$48.71
20	\$46.13	\$48.21	\$50.13
21	\$47.23	\$49.36	\$51.33
22	\$47.59	\$49.73	\$51.72
23	\$50.22	\$52.48	\$54.58
24	\$50.74	\$53.02	\$55.14
25	\$51.61	\$53.93	\$56.09

(b) Effective the date of ratification the Company will provide a General Wage Increase of four and one-half percent (4.5%) to the rates set forth in a) above;

(c) Effective twelve months from the date of ratification the Company will provide a General Wage Increase of four percent (4%) to all end rates as established by the General Wage Increase in a) above.

(d) Within thirty (30) days of the ratification of these recommendations, the Company will provide a Retention Allowance of Two Thousand five hundred dollars (\$2500.00) to all employees employed on the date of ratification.

(e) The Company will provide a Retention Allowance of Two Thousand five hundred dollars (\$2500.00) to all employees who are employed One Hundred and eighty (180) days from the date of ratification.

The parties agree that the following employees shall continue to receive their current hourly wage and shall receive all general wage increases applied to the wage grades going forward:

- Charlie Quash - Field Assistant
- Robert Lacey- Tailings Cyclone Sand Plant Operator
- Lee Bullechuk - Pit Utility

If it is determined an employee may have been omitted from the above list, it will be discussed by the parties within the first sixty (60) days following ratification of this agreement and any remaining disagreement over the application of other employees may be referred to the grievance procedure.

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## APPENDIX B

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### WAGE GRADE & JOB CLASSIFICATIONS

**Wage Grade & Positions - Where two or more employees as of November 2, 2021, perform the same or similar job but have different wage grades, they shall all receive the higher wage grade and rate prior to any increase.**

1	Labourer Mill Site Services Labourer Steam Truck Operator
2	Sample Prep Assay
3	Field Assistant Labourer Mobile
4	Mill Trainee
5	Tool Crib Attendant
6	Uncertified Warehouse Technician
7	Shift Assayer
8	Fuel & Lube Truck Operator - Mobile Maintenance Lube Serviceman - Mill Maintenance
9	Mill Operator
10	Haul Truck Driver Mill Operator IV Site Services Maintenance Personnel Tailings Cyclone Sand Plant Operator - Mill Operations Crews
11	Purchaser
12	Tailing Dam Lab Technician
13	Construction Technician
14	Equipment Operator-Site Services A & B Serviceman - Mobile Maintenance A, B, C, D
15	Equipment Operator- Mine Operations Crews Mill Operator III Blast Hole Driller Assistant
16	Pit Utility
17	Blaster Driller Mill Operator II

- 18 Cyclone Sand Equipment Operator - Tailing Impounds Cyclone
- 19 Prod Shovel - Loader Operator Mill Operator I
- 20 Uncertified Carpenter  
Uncertified Heavy Duty Mechanic  
Water & Wastewater Treatment Operator
- 21 Mill Control Room Operator
- 22 Team Leader - Cyclone Sand Operations
- 23 Team Lead-Mine Operations
- 24 Journeyperson Automotive Mechanic  
Journeyperson Heavy Duty Mechanic  
Journeyperson Electrician  
Journeyperson Parts Technician  
Journeyperson Warehouse Technician  
Journeyperson Millwright  
Journeyperson Carpenter  
Journeyperson Gas Fitter  
Journeyperson Welder  
Journeyperson Plumber  
Journeyperson Light Vehicle Mechanic  
Journeyperson Pipefitter  
Journeyperson Steamfitter/Pipefitter  
Journeyperson Instrumentation Mechanic  
Journeyperson Plumber & Pipefitter  
Journeyperson Scaffolder/Carpenter  
Journeyperson Machinist  
Journeyperson HVAC
- 25 Senior Journeyperson Warehouse Technician

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## APPENDIX C

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### PROFIT SHARING

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

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

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

<b>Average Copper Price:</b>	<b>Profit Sharing Payment:</b>
\$4.20 Canadian or greater	+5%
\$4.09	+4%
\$3.98	+3%
\$3.87	+2%
\$3.77	+1.5%
\$3.64	+1%

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

The above profit sharing payment calculation shall be applied to all wage dependent earnings of all Bargaining Unit employees during the measurement quarter. Any funds payable under this plan will be paid quarterly by separate cheque to each employee.

The amount of increase shall be such that the value of the increase equals the remaining cumulative copper profit sharing, even if such calculation results in an increase that is not in a whole dollar increment. Any employees who retire during the payment quarter shall receive the amended profit sharing amount. The



Company will apply the profit sharing effective October 1, 2022, to the total cumulative copper profit sharing account.

A quarterly statement will be provided to the Union on the status of the copper profit sharing account and this will also be subject to an annual review by an agreed upon external auditor.

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**APPENDIX D**

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**UNIFORM AND PPE PROVIDED**

The following Uniform and Personal Protective Equipment shall be provided at no cost to employees.

PPE Item	Department/ Position
<b>Outer Layer</b>	
Fire Retardant Weather Resistant Jacket (1)	Field/ non office based specific to Mechanics, Fuelers, HOM, Blaster, Millwright, Electricians, Welders
Weather Resistant Jacket (1)	ALL
Fire Retardant Hi-Viz Pants (4)	Field/ non office based specific to Mechanics, Fuelers, HOM, Blaster, Millwright, Electricians, Welders
Fire Retardant Hi-Viz Bibs (4)	Field / non office based specific to Mechanics, Fuelers, HOM, Blaster, Millwright, Electricians, Welders
Hi-Viz Bibs (4 Pant alternative)	Field/ non office based specific to Mechanics, Fuelers, HOM, Blaster, Millwright, Electricians, Welders
Hi Viz Bibs (4 Pant alternative)	Field/ non office based
Tyvek Painters Suit	
Lab Coat	
Chemical Resistant Apron	
<b>Under Layer</b>	
Fleece Sweater (2)	ALL
Fire Retardant Hi Viz Coverall (4)	Field/ nonoffice based specific to Mechanics, Fuelers, HDM, Blaster, Millwright, Electricians, Welders
Hi-Viz Shirt (4)	ALL
<b>Base Layer</b>	
Thermal Top (4)	ALL
Thermal Bottom (4)	ALL
<b>Head Gear</b>	
CSA approved Hard Hat	
Thermal Hard Hat Liner/ FR Thermal Hard Hat Liner	
Welders Beanie	
Arch Flash Helmet	
<b>Eye Wear {ANSI/CSA}</b>	
Clear Glasses	
Amber Glasses	
Dark Glasses	
SO/SO Glasses	
Prescription Safety Glasses (Reimbursed BC Provincial Program)	ALL (as needed)
Side Shields (Reimbursed BC Provincial Program)	ALL (as needed)
CSA Impact rated Face shield	
Arch Flash rated (Electrician)	

CSA Welding Helmet	
CSA Astra Specs (Over glasses)	
CSA Spoggles	
<b>Hearing Protection</b>	
Ear Plugs (Molded) (Reimbursed BC Provincial Program)	
Ear Muffs	
<b>Respiratory Protection</b>	
Half Mask Respirator	
Full Mask Respirator	
PAPR	
<b>CSA Footwear</b>	
Newcrest Boot Reimbursement Program	ALL
<b>Specialty Task PPE</b>	
Arch Flash Suite	
Logging Chaps	
Logging Visor and Ear Muffs	
SCSR Self Rescuer- CSE (Underground)	
Cap Lamp (Underground)	
Rain Slicker and Pants	

<b>Gloves by Department</b>	
<b>Department</b>	<b>Hazard Protection</b>
<b>Assay Lab</b>	Chemical Resistant
	Heat Resistant
	Abrasion, Cut and Puncture Resistant
	Abrasion and Cut Resistant
	Chemical Resistant
	Heat Resistant
<b>Camp Services</b>	Abrasion and Cut Resistant
	Abrasion, Cold and Cut Resistant
	Chemical Resistant
	Abrasion, Arc, Impact, Liquid, Puncture and Vibration Resistant
	Abrasion, Impact, Liquid and Vibration Resistant.
	Abrasion, Cut and Puncture Resistant
	Abrasion, Cut, Puncture and Tear Resistant
<b>Electrical</b>	Abrasion and Cut Resistant
	Abrasion, Cold and Cut Resistant
	Abrasion, Cut, and Puncture Resistant
	Abrasion, Cut, Puncture and Tear Resistant
<b>Environmental</b>	Abrasion and Chemical Resistant
	Abrasion, Cold and Cut Resistant
	Chemical Resistant
	Chemical Resistant
	Cold and Liquid Resistant
	Chemical Resistant
<b>Instrumentation</b>	Abrasion and Cut Resistant
	Abrasion, Cut, Puncture and Tear Resistant

<b>Maintenance</b>	Cold Resistant
	Abrasion and Cut Resistant
	Abrasion, Cold and Cut Resistant
	Chemical Resistant
	Abrasion, Arc, Impact, Liquid, Puncture and Vibration Resistant
	Abrasion, Impact, Liquid and Vibration Resistant.
	Cold Resistant
	Abrasion, Cold, Cut, Impact Resistant Puncture, Tear Resistant and Anti-Vibration
	Abrasion and Tear Resistant
	Anti-Vibration, Impact and Puncture Resistant
	Puncture and Vibration Resistant
	Abrasion and Cut Resistant
	Abrasion, Cut and Puncture Resistant
	Abrasion and Cut Resistant
	Abrasion and Tear Resistant
	Abrasion, Cut, Puncture and Tear Resistant
	Chemical Resistant
<b>Metallurgy Lab</b>	Chemical Resistant
	Heat Resistant
	Abrasion and Cut Resistant
	Chemical Resistant
	Heat Resistant
<b>Mill Operations</b>	Abrasion and Cut Resistant
	Abrasion, Cut, Puncture and Tear Resistant
	Chemical Resistant
	Abrasion, Cold, Cut, Impact Resistant Puncture, Tear Resistant and Anti-Vibration
	Abrasion and Tear Resistant
	Anti-Vibration, Impact and Puncture Resistant
	Puncture and Vibration Resistant
	Abrasion and Cut Resistant
	Abrasion, Cut and Puncture Resistant
	Abrasion and Tear Resistant
	Abrasion, Cut, Puncture and Tear Resistant

<b>Mine Operations</b>	Cold Resistant
	Abrasion, Cut, Puncture and Tear Resistant
	Abrasion, Arc, Impact, Liquid, Puncture and Vibration Resistant
	Abrasion, Impact, Liquid and Vibration
	Abrasion and Cut Resistant
	Abrasion and Tear Resistant
	Abrasion, Cut, Puncture and Tear Resistant
<b>Safety</b>	Abrasion and Cut Resistant
<b>Site Services</b>	Abrasion and Cut Resistant
	Abrasion, Arc, Impact, Liquid, Puncture and Vibration Resistant
	Abrasion, Impact, Liquid and Vibration Resistant.
	Abrasion, Cold, Cut, Impact Resistant Puncture, Tear Resistant and Anti-Vibration
	Abrasion and Tear Resistant
	Anti-Vibration, Impact and Puncture Resistant
	Puncture and Vibration Resistant
	Abrasion and Cut Resistant
	Abrasion and Tear Resistant
<b>TIA</b>	Abrasion and Cut Resistant
	Abrasion, Cold, Cut, Impact Resistant Puncture, Tear Resistant and Anti-Vibration
	Abrasion, Cut and Puncture Resistant
	Chemical Resistant
<b>Warehouse</b>	Chemical Resistant
<b>All Departments</b>	Abrasion, Cold and Cut Resistant

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**APPENDIX E**

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**RATES OF PAY FOR INDENTURED APPRENTICES & TRAINING HOURS**

*The following percentage of wage rates shall be appropriately adjusted along with wage rates in Appendix A, where final wage increases are agreed upon*

**Apprentice**

<b>Levels</b>
First Level 75% of Trade Rates
Second Level 80% of Trade Rates Successfully complete all Level I in-school requirements and ¼ of the total work-based hours for the Trade.
Third Level 85% of Trades Rate Successfully complete all Level II in-school requirements and ½ of the total work-based hours for the Trade.
Fourth Level 90% of Trades Rate Successfully complete all Level III in-school requirements and ¾ of the total work-based hours for the Trade.

## Occupation - Training Hours

<b>Occupation</b>	<b>ITA Trade Designation</b>	<b>Number of In-School Training Hours</b>	<b>Number of Levels</b>	<b>Number of Qualifying Work-Based Training Hours</b>
Automotive Mechanic	Red Seal Automotive Technician	840	4	6360
Heavy Duty Mechanic	Heavy Duty Equipment Technician	840	4	6360
Electrician	Industrial Electrician	1200	4	6000
Parts Technician	Parts Person 3	270	3	5040
Warehouse Technician	Parts Person 3	270	3	5040
Millwright	Industrial Mechanic	840	4	6360
Carpenter	Carpenter	840	4	6360
Gas Fitter	Class A	600	2	3000
	Class B	600	2	3000
Welder	Level 3 Welder	780	3	4620
Plumber	Plumber	900	4	6300
Light Vehicle Mechanic	Red Seal Automotive Technician	840	4	6360
Steamfitter/Pipefitter	Steamfitter/Pipefitter	900	4	6300
Instrumentation Mechanic	Industrial Instrumentation	1200	4	6000
HVAC	Refrigeration & Airconditioning Mechanic	990	4	6210
Machinist	Machinist	870	4	6330

If the Provincial Government body administering apprenticeships changes the in school and/or work-based hours listed above and in Article 12, the Company agrees to discuss the impact of these modifications with the Union.



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**Newcrest Red Chris Mining Limited**  
(the "Company")

**AND:**

**United Steelworkers Local 1-1937**  
(the "Union")

**SUBJECT: MODIFIED WORK PROGRAM**

The Company and the Union agree to the development of the Modified Work Program to complement a Disability Management Program and Return to Work Policies.

The Company and the Union acknowledge their commitment to provide an equal opportunity for all employees to access a 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED ON BEHALF OF:**  
**NEWCREST RED CHRIS MINING LTD**

**SIGNED ON BEHALF OF:**  
**UNITED STEELWORKERS LOCAL 1-1937**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**Newcrest Red Chris Mining Limited**  
(the “Company”)

**AND:**

**United Steelworkers Local 1-1937**  
(the “Union”)

**SUBJECT: BLOCK CAVING BARGAINING UNIT WORK**

The parties agree to the following terms:

The Company and Union agree that there may be jobs in the current Block Caving Project and the operation of Block Caving that will result from the current Project, that properly fit within the bargaining unit as described by the Certification issued to the parties by the BC Labour Relations Board.

The parties commit to continuing to meet during the term of the first collective agreement to identify the jobs associated with the Block Caving Project and resulting operation of Block Caving, for the purpose of determining which of those jobs shall be included in the bargaining unit.

Where, during the term of the first collective agreement, the parties fail to agree upon whether a job should be within the bargaining unit, the parties will refer those matters for determination in a binding mediation/arbitration process, through the BC Labour Relations Board.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED ON BEHALF OF:  
**NEWCREST RED CHRIS MINING LTD**

SIGNED ON BEHALF OF:  
**UNITED STEELWORKERS LOCAL 1-1937**

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## LETTER OF UNDERSTANDING

**BETWEEN:**

**Newcrest Red Chris Mining Limited**  
(the “Company”)

**AND:**

**United Steelworkers Local 1-1937**  
(the “Union”)

The Company is party to Impact, Benefit and Co-Management Agreement (the “IBCA”) with respectively, the Tahltan Central Government (the “TCG” ), the Iskut First Nation, the Tahltan Band. Redacted versions of the ICBA were disclosed to the Union on February 27, 2022.

The IBCA does not form part of the Collective Agreement nor does it limit the Union’s authority as bargaining agent for all employees in the bargaining unit covered by this Collective Agreement, or the authority of an arbitrator appointed under this Collective Agreement, or governing legislation.

The Union shall retain the right to file grievances and pursue them to arbitration in accordance with the terms and condition provided for under the Collective Agreement.

The provisions covered in points a-g below supersede those areas of the Collective Agreement. The parties agree the following shall apply:

- (a) Tahltan and Associate Tahltan members will be provided with preferential hiring rights by the Company;
- (b) All reasonable steps shall be taken, with the Company acting in good faith, to meet or exceed the target of having Tahltan employees make up forty percent (40%) of the workforce in respect of the operation at each skill level;
- (c) All reasonable steps shall be taken by the Company to meet or exceed the target of at least fifty percent (50%) of apprenticeships, training and postings being designated for Tahltan employees who qualify under the programs;
- (d) Tahltan and Associate Tahltan employees shall be laid off after other employees, provided they are able to perform the work with training within a reasonable period of time (one (1) month or less).

- (e) Tahltan and Associate Tahltan employees shall have preference in recall from layoff, provided they are able to perform the work with training within a reasonable period of time (one (1) month or less).
- (f) The TCG shall be given preference in the contracting of work to Tahltan businesses, with the exception of, where that work would be defined as work normally performed by bargaining unit employees, emergencies excepted.
- (g) Tahltan and Associate employees will be entitled to any additional benefits contemplated under the IBCA.

In the event of a decision of a tribunal or court that has an adverse effect on the rights of Tahltan or Associate Tahltan members under the Collective Agreement, the Company and the Union shall meet to discuss and reach agreement on how the rights of the Tahltan and Associate Tahltan employees can be protected. In the event of a failure to reach agreement, either party may submit the matter to arbitration for a final and binding decision. The arbitrator shall be mutually agreed to by the parties. If mutual agreement cannot be reached, the Labour Relations Board shall appoint the arbitrator.

The Company shall save the Union harmless from any lawsuits, applications or claims of any kind arising from the Company's application or interpretation of the IBCA, provided the Union does not take any position that is contrary to the IBCA in any lawsuits, applications or claims of any kind.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED ON BEHALF OF:  
**NEWCREST RED CHRIS MINING LTD**

SIGNED ON BEHALF OF:  
**UNITED STEELWORKERS LOCAL 1-1937**

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