



**COLLECTIVE AGREEMENT**

B e t w e e n

**IMPALA CANADA LTD.**

a n d

**UNITED STEELWORKERS  
LOCAL 9422**

October 1, 2024 to  
September 30, 2027



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## **ARTICLE 1 – PURPOSE**

- 1.1** The purpose of this Agreement is to further a productive, efficient and harmonious working relationship between the Company and its Employees. It is therefore recognized by the Agreement to be the duty of the Company and the Employees to cooperate fully, individually and collectively, for the achievement of this purpose.
- 1.2** It is also the purpose of this Agreement to establish wage rates, hours of work and other conditions of employment as outlined in the Collective Agreement and to provide a method of settlement of disputes and grievances of Employees covered by this Agreement. Any amendments to this Agreement agreed to between the parties shall be reduced to writing and signed by both parties.

## **ARTICLE 2 – RESPECT AND DIVERSITY**

- 2.1** The parties agree there will be no discrimination against an Employee by reason of activity in the Union or by reason of non-activity in the Union or by reason of the provisions in the Human Rights Code which includes race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.
- 2.2** The Company and Union will cooperate to promote the obligations in the Occupational Health and Safety Act against workplace harassment, sexual harassment and violence, and the protection against sexual harassment in the Human Rights Code.
- 2.3** The Company and Union will cooperate on Indigenous communities' initiatives of common interest that promote acceptance, recognition and support, including cooperation to facilitate employment opportunity commitments (where applicable) on a case-by-case basis.

## **ARTICLE 3 – SCOPE**

- 3.1** This Agreement shall apply to all Employees of the Company at the mine site at Lac des Iles, and at any other Company support facility operated in the Province of Ontario, save and except forepersons, persons above the rank of forepersons, safety coordinator, surveyors, dispatchers, office and clerical workers, security personnel, technical staff and food and camp service workers.
- 3.2** The parties hereto agree that the relations between them shall be governed by the terms of this Agreement.
- 3.3** It is agreed that this Agreement contains the complete understanding between the parties for the term of this Contract. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be discussed between the Company and the Union's negotiating committee. Any agreements, amendments or changes arrived at by mutual agreement between the Company and the Union shall become effective upon being reduced to writing and signed by both parties.

### **ARTICLE 3A – DEFINITIONS**

- 3.1A Parties:**  
Wherever the word "parties" appears in this Agreement, it will mean the Company and the Union.
- 3.1AA Company:**  
In all cases where the Agreement refers to Company, it shall mean Impala Canada Ltd.
- 3.1AB Union:**  
In all cases where the Agreement refers to Union, it shall mean United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 9422.
- 3.2A Regular Rate:**  
Wherever that term is used in this Agreement shall mean the rate of pay for the Employee's classification as set forth in Appendix A excluding any overtime, any premiums or any allowances whatsoever.
- 3.3A Qualifications:**  
"Qualifications" wherever that term is used in this Collective Agreement is defined as ability, skills, experience, training/education, physical fitness and job performance of an Employee.
- 3.4A Gender:**  
In all cases where the Agreement refers to a person, the reference shall be gender neutral. They use of the terms 'they' or 'their' is intended to indicate the singular.
- 3.5A Students:**  
Wherever that term is used in this Agreement, it will mean a person who is employed during their annual break from academic studies, and who plans to continue with their academic studies following their annual break.
- 3.6A Employee:**  
Employee as referred to in this Agreement shall only include those persons falling within the bargaining unit referred to in Article 3.1 and 5.1 of this Agreement.
- 3.7A Designated Bulletin Boards:**  
Wherever this term is used in this Agreement it includes a glass enclosed bulletin board hung in a convenient and visible location in the kitchen.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1** The Union recognizes and acknowledges that the management of the Company's operations and direction of the working force are fixed exclusively with the Company and shall remain solely with the Company, except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, assign, appoint, promote, demote, layoff, recall, suspend and to discipline or discharge, any Employee for just cause provided that a claim by an Employee who has completed the probationary period and acquired seniority that the Employee has been discharged or disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;
- (c) operate the Company in all respects as may be deemed necessary by the Company and without restricting the generality of the foregoing, to determine:
  - (i) the kinds and locations of machines, equipment and materials to be used;
  - (ii) the allocation and number of Employees;
  - (iii) scheduling of work and services to be performed and provided;
  - (iv) the assignment and methods of work;
  - (v) the qualifications of an Employee to perform any particular job; and
  - (vi) all other matters concerning the mine's operations.

#### **ARTICLE 5 – UNION RECOGNITION**

- 5.1** The Company recognizes the Union as the sole and exclusive bargaining agent for the Employees defined in Section 3.1.
- 5.2** No person shall solicit membership in the Union or in any other labour organization, or collect dues, initiation fees, fines or assessments for the Union or any other labour organization on Company time or work areas.
- 5.3** No person shall engage in any Union or labour organization activity on Company time or work areas, except to the extent expressly provided for in the Agreement, or by law.
- 5.4** The Health and Safety Advisor, and if unavailable another Union designated representative, will be provided with the opportunity to present to newly hired employees on the Union and the collective agreement during orientation. Nothing in this Agreement prevents the Union President or their representative from familiarizing new Employees with the Union during non-working hours.
- 5.5** The Company will send electronically a notice to the Union for each new Employee in the bargaining unit hired on or before the first week of work. The notice will contain the Employee's name, classification, date of hire, home address, email address, and phone numbers. The Company will provide to the Employee a letter of introduction from the Union.

#### **ARTICLE 6 – UNION MEMBERSHIP**

- 6.1** Every Employee of the Company who was employed as at the date of the application for certification, or who became an Employee subsequent to that date, must join and

become a member of the Union, and maintain that membership as a condition of employment. All new Employees must join the Union within thirty days of commencement of employment.

#### **ARTICLE 7 – UNION DUES AND CHECK OFF**

**7.1** (a) The Company shall deduct from the wages of each Employee affected by the Collective Agreement, the amount of the regular Union dues.

(b)(i) Union agrees to indemnify and save the Company harmless against all claims that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

(b)(ii) Changes to union dues are done at the triennial international convention and the members are notified of dues increases at local membership meetings and by union mailings.

**7.2** (a) The Company agrees to deduct monthly dues from the pay of each Employee such Union dues, or an amount equivalent to regular dues, fees, and assessments as prescribed by the Constitution of the Union.

(b) Dues so deducted each pay period shall be remitted along with a list of Employees from whom such deductions have been made within one week following such deductions for the month and shall be payable to the International Treasurer, United Steelworkers, P.O. Box 13083, Postal Station “A”, Toronto, Ontario, M5W 1V7.

**7.3** The monthly remittance shall be accompanied by a statement showing the names of each Employee from whose pay deductions have been made and the total amount deducted. Such statements shall also list the names of Employees from whom no deductions have been made and the reasons why, along with any forms required by the International and a copy of these remittances shall be sent electronically to the Local 9422 Financial Secretary and to the designated District 6 Staff Representative.

**7.4** Each Employee’s T4 slip shall clearly show the amount of money deducted and remitted.

**7.5** The Union will advise the Company in writing, as to the amount of the regular monthly Union dues.

**7.6** With respect to the USW Humanity Fund, the Company hereby agrees to deduct from each Employee covered by this Agreement, twice per year, the sum of \$11.00 to be remitted to the USW Humanity Fund semi-annually, after the second pay in January and July.

It is understood that participation by an Employee in the USW Humanity Fund Program of deductions set forth above may be discontinued by an Employee after receipt by the Payroll Administrator of that Employee’s written statement of desire to discontinue such deductions from their pay.

## ARTICLE 8 – UNION REPRESENTATION

- 8.1** The Company will recognize a grievance committee consisting of not more than six (6) Employees of the Company, designated by the Union, in writing, provided however, not more than three members of the committee shall attend at any grievance meeting. Any membership change in the grievance committee will be submitted in writing to the Company.
- 8.2** The Company will establish and maintain a joint Occupational Health and Safety Committee in accordance with the *Occupational Health & Safety Act*. The Committee will be made up of an equal number of representatives from both the Company and the Union in accordance with the JOHSC Terms of Reference. The Union will designate in writing, the names of Union Employees of the Company or alternates who shall be Employees of the Company as members of the said committee, provided, however, not less than two such members shall attend at any meeting of the committee. The Company will notify the Union in writing of its representatives on the committee.
- 8.3** (a) The Company will recognize a negotiating committee of not more than five members with two alternates that are Employees of the Company designated by the Union in writing, provided, however, not more than five members of the committee shall attend any negotiating meeting.
- (b) The Union will furnish a written list to the Company giving the names of all members on the negotiating committee. Any membership change in the committee will be submitted in writing to the Company.
- (c) A maximum of five Employees on the negotiating committee will not lose pay for time spent in negotiating meetings with the Company for renewal of this Agreement when such negotiating meetings occur during their regularly scheduled hours of work. Time spent in negotiating meetings with the Company for renewal of this Agreement when such negotiating meetings occur during such Employee's regularly scheduled hours of work includes necessary travel time to attend such negotiating meetings with the Company.
- 8.4** The Union will furnish a written list to the Company, giving the names of all committee members and alternate committee members. This written list will be kept current by the Union. Only those Union members, whose names have been given to the Company in writing, will be recognized by the Company.
- 8.5** (a) Insofar as possible, the grievance procedure will be conducted outside of working hours so as to reduce loss of production to a minimum. The Company will pay Employees for time spent on grievance procedure during the particular Employee's normal working hours. Such pay will be at the Employee's basic hourly rate.
- (b) In the event that a Union representative or grievor is required to attend a grievance meeting with the Company outside their scheduled hours of work, they will be



compensated at their basic hourly rate for time spent in such grievance meeting. These hours will not be considered hours worked for overtime purposes.

(c) The Company will provide to the Union electronic copies of any discipline issued to an Employee in accordance with 14.8.

(d) At a Step 3 discipline grievance meeting, the Union's Staff Representative and/or Local President in attendance will be provided the opportunity to review statements provided by Employee(s) in the course of an investigation giving rise to discipline, which information they will keep strictly confidential for the purpose of issue resolution dialogue during the grievance process.

**8.6** A union representative shall obtain permission in advance from the immediate supervisor before attending to union business as provided for in this agreement. Such absence shall not interfere with the work and will not be unreasonably denied. The union representative shall report back to the immediate supervisor before resuming normal duties.

**8.7** (a) The Company will permit the Union access to the Company phone, fax machine and photocopier on the understanding that the Union makes a request for specific use of these facilities with sufficient advance notice and it also being understood that any such requested access will be at such times so as not to interfere with the Company's use of such facilities. Subject to the forgoing conditions, the Company will also provide a suitable room for periodic use by the Union for meetings, and for conducting Union business.

(b) The Company agrees, during the currency of the Collective Agreement, to make available to the Union a room containing three filing cabinets, a desk and a chair with adequate lighting.

## **ARTICLE 9 – SENIORITY**

**9.1** Seniority is defined as an Employee's period of continuous service with the Company since their last date of hire.

**9.2** Employees hired on the same date will be placed on the seniority list in order of the day of the month of the persons' birth date.

**9.3** An Employee on authorized leave of absence duly authorized by the Company shall maintain their position on the seniority list, subject to Article 27.5(iii), and shall have their benefits maintained during the term of such leave.

**9.4** A new Employee shall be required to undergo a probationary period consisting of fifty-two (52) shifts worked. On successful completion of this probationary period, an Employee's seniority shall be retroactive to date of hire.

- 9.5** The terms of this Agreement shall apply to all probationary Employees except that a probationary Employee will have no seniority rights during their probationary period. The discharge or termination of a probationary Employee shall be at the sole discretion of the employer subject to the requirement that the decision is made bona fides.
- 9.6** An Employee's seniority and employment and all employment rights shall be lost by reason of:
- (a) dismissal for just cause;
  - (b) voluntary resignation or quitting employment;
  - (c) failure to report for work or recall from layoff within one week of being notified in writing by registered mail to their last known address on file with the Company;
  - (d) retirement;
  - (e) absence from work unless a reasonable explanation acceptable to the Company is furnished by the Employee within three days of start of such absence;
  - (f) absence due to lay-off for a period of thirty-six (36) months for Employees completing their probationary period.
- 9.7** In the event of layoff, the person occupying the role of Local Union President shall be the last bargaining unit employee to be laid off.
- 9.8** Seniority lists shall be revised and posted on designated bulletin boards by the Company every three months. Any errors in the posted seniority lists shall be brought to the attention of the Company by written notice from the Union. If no notice is given within twenty-one (21) days of a posting, the said posted lists shall be deemed to be correct. No penalty shall be incurred by the Company due to any action taken on the basis of such inaccurate seniority listing, provided such action was taken prior to receipt of written notice from the Union that such listing was in error. Where an error has occurred, the Company shall re-issue corrected seniority lists. Coincidental with the posting of the new seniority lists on the bulletin board, the Company will email to the Union a copy of such seniority lists.
- 9.9** An Employee temporarily assigned for a period of not more than six (6) months to a job outside the bargaining unit shall continue to accumulate seniority and remit regular monthly membership or Union dues.
- 9.10** An Employee transferred and/or promoted to a permanent position outside the bargaining unit shall retain all seniority held at the time of the transfer and/or promotion, and will re-activate such seniority if the Employee returns to the bargaining unit within a six (6) month period following such transfer and/or promotion. If the Employee fills a permanent position outside of the bargaining unit for more than six (6) months, the Employee shall lose all retained seniority. This clause is not intended to

be used to have an Employee being awarded multiple temporary assignments to a management position.

## **ARTICLE 10 – PROMOTIONS AND JOB TRANSFERS**

- 10.1** The Company shall determine the number of Employees in each job classification and shall also determine if a vacancy in a job classification is to be filled or to be left vacant.
- 10.2** Bargaining unit jobs will be posted for Company-wide applications where a new position falling within the bargaining unit is established.
- 10.3** When a vacancy occurs and the Company decides to fill the vacancy by the posting procedure, then:
- (a) a job posting, open for ten (10) days, will be placed on designated bulletin boards and the employee self-service portal, and an electronic copy provided to the Union. The job title, qualifications, rate of pay, and last date for receipt of applications will be listed in such postings.
  - (b) anticipated crew assignment for the vacancy, where applicable, without limiting transfer or reassignment among crews.
  - (c) all Employees will be eligible to apply for such jobs.
- 10.4** Written application forms supplied by the Company will be required on all jobs posted. Applications must be mailed, emailed or delivered to the Company.
- 10.5**
- (a) In filling posted positions, the senior applicant will be awarded the position where the qualifications are relatively equal between the candidates as determined by the Company. If there are no applicants whose qualifications meet the requirements for the posted position, the Company may fill the position from any source.
  - (b) For the purpose of assessing experience under qualifications in Article 3.3A, an employee with at least three years' experience with the Company will be considered relatively equal to applicable prior work experience being assessed for a more junior employee.
  - (c) Where an applicant has been awarded a posted position the Employee is required to accept it, and where at any time within a period of forty-two (42) shifts worked from the time of assignment to the position the Employee is permitted to withdraw for good and sufficient cause or is determined to be unsuitable, the Company may then fill the position without a further posting, by selecting a qualified person from the list of applicants who had initially applied for the posted position, or from any other source if there is no qualified applicant on the list of those who had initially applied. An Employee permitted to withdraw cannot apply for another posting for a period of six (6) months and cannot apply for the classification from which the employee withdrew for a period of twelve (12) months.
  - (d) An employee awarded a posted position and is awaiting commencement of work in the new position for longer than forty-five (45) days for reasons beyond the

employee's control will start to receive the rate of pay for the new position after forty-five (45) days.

- 10.6** Where the Company determines to proceed with the appointment, the name of the successful applicant will be posted on Company bulletin boards within ten (10) days of the closing date of the job posting and provided electronically to the Union. If a posted vacancy is not filled, except in a case where the Company has identified external candidates and is in the process of actively filling the vacancy, within twenty-five (25) days, the Company will re-post the vacancy once if the vacancy is still to be filled.

## **ARTICLE 11 – TERM EMPLOYEES (CONTRACT EMPLOYEES) AND TEMPORARY EMPLOYEES**

- 11.1** "Term employees" are employees who are hired for a specified period of time to perform work of a specific nature or specific purpose where such work is not a part of the normal operations of the Company.

The Company will provide the Union with a list of the names of Term employee's, date of hire, work to be performed and the expected duration of the work to be performed.

All Term employees who have worked on the mine site for a period exceeding three (3) weeks, shall be required to pay an amount equivalent to monthly Union dues and the sum so deducted shall be treated as their contribution to the expense of maintaining the Union.

- 11.2** "Temporary employees" are employees who are hired to replace Employees who are absent from work due to sickness or accident, vacation, authorized leave of absence or for any other reason which the parties may agree is temporary. A temporary Employee may be hired on such basis for up to sixty (60) days worked of the Employee which may be extended by the Company after consultation with the Union.

- 11.3** The Company may offer term work or temporary work to any permanent Employees who may be laid off and who are eligible for recall. Such laid off Employees may either:

(i) accept term work or temporary work for the Company in which case the recall period under article 9.6(f) will be extended commencing anew from the date of layoff from the recalled term or temporary position; or

(ii) reject term work or temporary work for the Company for periods up to twenty-eight days without, in any way, affecting their recall rights.

Permanent Employees who are recalled as term or temporary employees for at least fourteen (14) days of work shall resume entitlement to benefits only in accordance with the terms of the Group Insurance Plan. Employees recalled into a job within the job classifications established by the Company under this Agreement will not be considered term or temporary employees.

- 11.4** The hiring of term employees or temporary employees is subject to the following limitations:
- (a) Such employees shall be classified and compensated on the same basis as permanent Employees however they will only acquire seniority rights as provided below.
  - (b) In the event a term employee or temporary employee obtains a permanent position, the term or temporary employee shall be required to undergo a probationary period in the permanent position. In such case all hours worked as a term or temporary employee shall be credited toward the probationary period set out in 9.4 provided there is no interruption between the period of temporary or term employment and hiring into the permanent position.
- 11.5** Where the Company decides to fill a temporary vacancy in excess of three (3) days the position will be filled by assigning, temporarily the senior Employee in the next lower job to the vacant position provided that Employee in the opinion of the Company, is qualified to perform the work in the vacant position.

## **ARTICLE 12 – LAYOFF AND RECALL**

- 12.1** Notice of layoff shall be provided to employees in accordance with the *Employment Standards Act*.
- 12.2** Layoffs shall be done by Department, and by classification or level within a progression. Departments shall consist of Mill, Warehouse, Surface Operations, Underground, and Maintenance.
- 12.3**
- (a) In cases of lay off, the Company shall first consider the requirements and the efficiency of the operations related to the available work required to be performed in determining which positions or progressions are to be affected by the layoff in the Department.
  - (b) The junior employee in the affected position or progression will receive the notice of layoff, provided the qualifications to perform the available work within the required position or progression are relatively equal as between two employees. In the event an Employee receives notice of layoff:
    - 1. The Company shall provide a declaration form to each Employee identifying the positions for which the Employee has the Qualifications to exercise their seniority (the declaration form also contains the positions and periods of term or temporary work the Employee declares they wish to be recalled to); and
    - 2. the Employee may accept the layoff; or
    - 3. either

- a. the Employee in a classification may exercise their seniority by the process in Section A; or
- b. the Employee in a progression may exercise their seniority by the process in Section B.

### **Section A**

An Employee choosing to exercise their seniority may displace the junior Employee in one of the following classifications for which the Employee has the Qualifications:

- Most junior employee in the bargaining unit
- Labourer
- Mill Operator 4
- Trades 5 (including current Trades 3 Wash Bay Attendants)
- Heavy Equipment Operator
- Journeyman Trades 1 - Millwright, Welder, Instrumentation Technician, Electrician, Heavy Duty Mechanic

### **Section B**

An affected Employee within their Department, in a higher classification within a progression, may bump down to displace the junior Employee in a lower classification within the Employee's progression.

### **Section C**

An Employee who is being laid off who is unable to exercise their seniority under Section A or Section B as applicable will have a right to exercise their seniority and bump the junior Employee in a classification for which the employee is qualified to undertake the work.

### **General**

An employee displacing a junior Employee will be paid the rate of that displaced junior Employee.

The sequence election shall be in the order starting with the most senior Employee in the Department in the affected classification.

For all displacements, the senior employee must fulfil the condition in 12.3 (a) above.

In the application of the Employee exercising their seniority in A or B or C above that no training or trial period will be permitted, however a three (3) shift familiarization period (including orientation if required) will be permitted.

**12.4** Notice referred to herein shall only apply to an employee who has completed their probationary period.

**12.5** (a) Employees will be recalled from layoff on the basis of their seniority provided the qualifications to perform the available work within the position or progression for which they are being recalled are relatively equal as between two employees.

(b) In cases of layoff and recall, for the purpose of assessing experience under qualifications in Article 3.3A, an Employee with at least three years' experience with the Company will be considered relatively equal to applicable prior work experience being assessed for a more junior employee.

(c) An Employee recalled to work in a permanent job will be considered to have voluntarily resigned if the Employee does not report for work as indicated on their layoff form.

**12.6** Where an Employee exercises bumping rights pursuant to Section 12.3:

(a) they shall do so within twenty-four (24) hours of notice of layoff.

(b) the Employee adversely affected by the exercising of the bumping rights of the senior Employee shall be then deemed to have been given the required notice of layoff.

(c) the affected Employee will be notified in writing or by telephone as part of the cooperative process currently in effect and shall then have twenty-four (24) hours after the receipt of such notice to exercise bumping rights, if any, pursuant to Section 12.3.

(d) the cooperative process provides for human resources department and the union executive to meet and implement a program to jointly oversee the layoff process.

**12.7** Upon request, an Employee will be provided with a copy of their training record in the Company's possession.

### **ARTICLE 13 – TECHNOLOGICAL CHANGE**

**13.1** The provisions of this Article 13 are intended to assist Employees affected by a technological change as herein defined, to adjust to the effects of such change.

**13.2** An Employee displaced as a result of a technological change will exercise seniority rights which are as follows:

- (a) An Employee receiving notice of layoff shall exercise seniority to displace a junior Employee in a classification of an equal or lower rate of pay, or the junior Employee on a job previously held, provided the Employee has the necessary qualifications;
- (b) The displaced Employee may then exercise seniority rights in the same manner as above unless there are no junior Employees to displace or the Employee does not have the necessary qualifications, in which case the Employee is subject to layoff; and
- (c) An Employee receiving the notice of layoff and not exercising rights under (a) and (b) above will be placed on layoff.

**13.3** In this Section "technological change" means:

- (a) the introduction by the Company of an innovation in equipment of a different nature or kind than that previously utilized by the company in the operation of the work, undertaking or business: and,
- (b) a change in the manner in which the Company carries on the work that is directly related to the introduction of such innovation in equipment.

**13.4** The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of at least ten (10) Employees is as follows: the Company will notify the Union of such a technological change at least one hundred and eighty (180) days prior to the date on which such change is to be affected and formal discussions will commence as soon as is reasonably practicable to review the impact of the said changes. Such notice shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date upon which the Company proposes to affect the technological change, and;
- (c) the names, seniority date, and classifications of the Employees primarily affected.

**13.5** If an Employee who has one (1) year or more seniority is laid off for a period exceeding four (4) months as a direct result of a technological change as defined above, the Employee shall be paid severance pay in a sum equal to forty-two (42) times their applicable straight time hourly rate at the time of layoff multiplied by their years of continuous service with the Company as of the date of such layoff.

**13.6** Acceptance of severance pay will be classed as a voluntary resignation with termination of such Employee's seniority and employment rights.

**13.7** Upon request, the Company will furnish to Service Canada the laid-off Employee's skills inventory record and other applicable information necessary to assist them in relocating such displaced Employee in another job with another employer.



## **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 14.1** "Grievance" as used in this Agreement is an alleged violation in respect of the interpretation, application or compliance with a specific violation of a specific provision or provisions of this Collective Agreement.
- 14.2** Spare article
- 14.3** It is the intention of both parties that all grievances shall be processed at all steps in accordance with the mandatory time limits herein.
- 14.4** All grievances to be processed hereunder shall be filed in writing, signed by the Employee or the Union President or a Grievance Committee member and shall be copied electronically via email between the parties at each step of the grievance procedure. The grievance shall set forth the essential facts of the grievance, with reference to the Employee's particular claim, the provision or provisions under which the grievance is filed, and the redress claimed. Such written grievance shall then form the basis of the grievance through all the steps of the grievance procedure and arbitration procedure. The grievor must, within ten (10) days, confirm in writing their consent to the filing of the grievance on their behalf.
- 14.5** An Employee shall first bring any complaint that may give rise to a grievance to the attention of the Employee's immediate supervisor for consideration before a written grievance is filed. If after bringing the matter to the immediate supervisor's attention, the Employee is still not satisfied, a grievance may be filed. Grievances meeting the requirements of this article shall be processed in the manner stated below:
- Step 1:** An Employee who has a grievance as defined above shall continue on their assigned duties. Should the Employee wish to submit a grievance, a written grievance shall be prepared with the approval of a member of the Local Union Executive or shop steward and presented to their immediate supervisor. The grievance shall be submitted to their immediate supervisor within five (5) scheduled working days (of the grievor) following the date of occurrence of the incident giving rise to the grievance. The immediate supervisor shall within five (5) scheduled working days (of the immediate supervisor) following receipt of the Employee's submission of the grievance, give written reply to the Employee. A member of the Executive Board of the Union or a member of the Grievance Committee or Shop Steward may accompany an Employee when presenting their grievance.
- Step 2:** (This will apply only to where the grievance originates in a Department where the immediate supervisor reports to a Superintendent/Director.) If a settlement is not reached at Step 1, the Employee along with a member of the Executive Board of the Union or a member of the grievance committee, may within five (5) scheduled working days (of the grievor) of the completion of Step 1 present the written grievance to the Manager or Manager's designate of the Employee's department. The Superintendent/Director shall reply to the grievance, in writing, within five

(5) scheduled working days (of Manager or Manager's designate of the grievor's department) following the date on which the grievance was received by the Manager or Manager's designate.

**Step 3:** If a settlement is not reached at the first step, in the case of the grievance originating in a department where the immediate supervisor reports directly to the General Manager, or is not reached at the second step, where the grievance originates in a department where the immediate supervisor reports to a Manager or Manager's designate, the written grievance may, within five (5) scheduled working days (of the grievor) after the completion of Step 1 or Step 2, as the case may be, be presented to the General Manager. The General Manager shall reply to the grievance in writing, within five (5) calendar days following the date on which the grievance was received by the General Manager.

**14.6** If a grievance as defined in Section 14.1 above involved a group or groups of Employees, the grievance procedure may be commenced at Step 3 of the grievance procedure. The same shall be a group grievance. Such grievance must be submitted in writing, within ten (10) calendar days of the occurrence of the grievance.

**14.7** If a grievance occurs as defined in Section 14.1 and concerns the Union as a whole, and could not be handled by the provisions of Section 14.5, the Executive of the Union may within ten (10) calendar days of the occurrence of the grievance, present a written grievance at Step 3 of the grievance procedure. It is expressly understood, however, for purposes of a Policy grievance, that the provisions of this article may not be used with respect to a grievance directly affecting an Employee which said Employee could themselves institute and the regular grievance procedure shall not be hereby by-passed.

**14.8** (a) An Employee having completed their probationary period, and who believes has been discharged without just cause, may file a written grievance at Step 3 of the grievance procedure within ten (10) calendar days after written notice of such discharge has been sent by registered mail to the Employee's last known address or after written notice of such discharge has been personally given to the Employee. The Union will also be given a copy of such written notice. Where it is not convenient for the suspended or discharged to do so, an executive member of the Union may present the grievance signed by the Employee to the General Manager at Step 3.

(b) Where an Employee's discipline is suspension or discharge and such action results in the Employee being removed from the site, the Union will be notified of such action and has the right to attend the meeting with the Employee provided a union representative is available to be in attendance in person, or in the alternative by telephone at that time; a copy of the suspension or discharge letter will be provided to the union representative in attendance.

(c) Where an Employee is required to attend a meeting with the Company in respect of a reprimand, they may, if they so wish have a Union representative in attendance

in person, or in the alternative by telephone at such a meeting provided a Union representative is available to be in attendance at that time.

(d) An employee may request to have a Union representative present in a meeting(s) pertaining to modified duties upon return to work from accident, illness or injury, provided one is available to be in attendance at that time.

- 14.9** The Company will notify the Employee of the provisions in Article 14:8 (c) where the proposed action is disciplinary in nature.
- 14.10** If a settlement is not reached at Step 3, the grievance may be referred to arbitration as set forth in Article 15. The Union shall notify the Company of its intent to seek arbitration by written notice served by email addressed to the Human Resources representative within fourteen (14) calendar days after the completion of Step 3.
- 14.11** All time limits for the filing and processing of grievances are mandatory and any non-compliance with such time limits shall result in the grievance being deemed abandoned. Notwithstanding the foregoing, the Company and the Union may, by agreement in writing, extend or waive any time limit.
- 14.12** The grounds for discharge that are specified in the company rules which are posted shall be deemed to be just cause for the discharge of an Employee, but will not deprive the Employee of grieving their discipline or discharge.

Note: The following infractions shall be conclusively deemed to constitute just cause for the discharge of an Employee:

- theft
- fighting or physical assault on site
- Violation of the Substance Abuse Policy
- intentionally causing damage to Company equipment or Company property

- 14.13** The listing of grounds for discharge in such Company Rules shall not restrict the rights of the Company to discipline or discharge for grounds other than those listed in the Company rules.

## **ARTICLE 15 – ARBITRATION**

- 15.1** Any grievance as defined in Article 14 which is not settled under the terms of that Article and which has been processed in accordance with the mandatory time limits herein may be submitted to arbitration as hereinafter provided.
- 15.2** The arbitration procedure shall extend only to those issues which are arbitrable under this Agreement and only if the grievance was properly and timely filed and meets the requirements set out in Article 14.

- 15.3** In any case in which an Arbitration shall be required under this Agreement, the party referring the grievance to Arbitration shall, within twenty (20) calendar days of informing the other party of their intent to proceed to arbitration, propose three (3) arbitrators to the other party in writing. If none of the proposed arbitrators are acceptable to the other party, the other party shall, within ten (10) calendar days, propose three (3) arbitrators. If an acceptable arbitrator is not agreed upon, the parties may either submit more proposed arbitrators, or request that the Ministry of Labour appoint an arbitrator.
- 15.4** No person shall serve as an arbitrator if involved directly in the grievance under consideration.
- 15.5** When an arbitrator has been appointed in accordance with this Article, the arbitrator shall meet and hear the evidence of both parties and shall render a decision in writing, to the parties not later than thirty (30) calendar days after the completion of the hearing of evidence and representations made on the matter by the parties.
- 15.6** A decision of the arbitrator shall be taken to be the decision and shall be final and binding on all parties concerned.
- 15.7** The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement or render a decision inconsistent with the specific provisions of this Agreement. The arbitrator may consider only the particular issue or issues presented as framed on the original grievance form and the decision must be based solely on the provisions of this Agreement and on the claim as framed on the original grievance.
- 15.8** The expenses of the arbitrator shall be borne equally by the Company and the Union. Each party shall be responsible for its own costs other than the costs of the arbitrator.
- 15.9** The arbitrator shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.

#### **ARTICLE 16 – NO STRIKES/NO LOCKOUTS**

- 16.1** During the term of this Agreement, the Union, its agents, and each Employee agrees that there will be no strikes, slowdowns or withholding of production and the Company agrees that there shall be no lockout.

#### **ARTICLE 17 – HOURS OF WORK**

- 17.1** This Article shall not be construed as a guarantee of work per day or per week nor a restriction of the Company's right to operate or schedule its operations.
- (a) Where, during a shift no work is available in the Employee's classification, the employer shall be required to pay an employee for any scheduled shift for which an employee has been scheduled while the employee is on site, or provide the opportunity for alternative work, and the employee will be paid at their regular rate.

**17.2** 12 Hour Shift Schedule

(a) The Union agrees to consent to an application to the Director of Employment Standards from time to time as may be required in order to permit the agreed upon hours of work and calculation of overtime and the receipt of their approval for averaging hours.

(b) The normal workday shall be 12 consecutive hours of work within any consecutive 24 hour period broken only for established breaks as outlined in paragraphs 17.4 and 17.5 below.

**17.3** (a) Subject to clause 17.3(b) and 17.7, the normal work week for all Employees will average 84 hours over a two week cycle (or such longer cycle period as may be determined by the Company and the Union) consisting of 84 hours per week in any consecutive seven day period. This is followed by one week off. The work week for each Employee commences with the start of their workday on the first day of their shift schedule. The shift schedule shall be available to Employees and notice of any changes shall be provided one (1) work week in advance whenever possible. Where, after a shift schedule has been set, it becomes necessary to change the Employee's working hours (i.e. a change from night shift to day shift or vice versa) the Company will make a reasonable effort to notify the Employee of the change as far in advance as reasonably possible.

(b) An employee hired by the Company to work a 14 by 14 rotation waives any entitlement to work a 7 by 7 rotation.

**17.4** Employees will be entitled to a one half ( $\frac{1}{2}$ ) hour lunch period and to one fifteen (15) minute lunch period during each twelve (12) hour shift. Such lunch periods during each twelve (12) hour shift of work shall be considered as time worked.

**17.5** Employees will be entitled to one fifteen (15) minute rest period during each twelve (12) hour shift. Such rest period shall be deemed to commence when the Employee leaves their work station and shall be deemed to end when they return to their work station.

**17.6** An Employee on their lunch period or rest period shall ensure all necessary supervision of machinery and maintenance of services.

**17.7** (a) Subject to the provisions below, all Employees shall work a 14 by 14 rotation. Employees on a 14 by 14 rotation shall have a normal work week averaging 168 hours over a four week cycle (or such longer cycle period as may be determined by the Company and the Union) consisting of 168 hours in any consecutive 14 day period. This is to be followed by 14 days off. The work week for each Employee commences with the start of their workday on the first day of their shift schedule. The shift schedule shall be available to Employees and notice of any changes shall be provided two (2) weeks in advance whenever possible. Where, after a shift schedule has been set, it becomes necessary to change the Employee's working hours (i.e. a change from night shift to day shift or vice versa) the Company will make a reasonable effort to notify the

Employee of the change as far in advance as reasonably possible.

(b) All Employees as of date of ratification, will be grandfathered to continue working a 7 by 7 work rotation, so long as they remain on that shift rotation.

(c) Provided a position is available, an Employee otherwise working a 7 by 7 work rotation may elect to move to the 14 by 14 schedule.

- 17.8** Whenever possible shift schedule changes will not occur on the last day of an employee's rotation. Should such shift schedule change become necessary, then that employee should be paid at one and one-half (1.5) times their regular rate.

## **ARTICLE 18 - OVERTIME**

- 18.1** The Company shall determine the need for overtime and shall make a sincere effort to keep such overtime to a minimum. The Company shall endeavour to give notice of overtime as far in advance as practicable. The Company shall endeavour to take into consideration the wishes of Employees in assigning overtime. However, in all cases of emergency and at shift changes, Employees shall be required to work overtime as assigned.

- 18.2** (a) An Employee who has worked their regularly scheduled twelve (12) hours at their regular hourly rate in any twenty-four (24) hour period will be paid at the overtime rate of one and one-half (1.5) times their regular rate for any additional time worked in excess of twelve (12) hours in such twenty-four (24) hour period, except where the additional time worked is due to their regularly scheduled change of shift.

(b) Except to the extent as specifically provided in this Agreement, overtime shall not be paid more than once for the same hours of work.

- 18.3** (a) Where a change in a work schedule is made for the convenience of the Employee (i.e. transfers, promotions) or where, with the consent of the Company, an Employee arranges to cover or exchange another Employee's shift(s), all regular scheduled hours worked as a result of such arrangement or exchange shall not be subject to payment at the overtime rate, notwithstanding anything contained in this agreement to the contrary.

(b) An Employee who has worked in excess of 42 hours in their work week averaged over a two (2) week cycle (or such longer cycle period that may be determined by the Company and the Union) at their regular hourly rate will be paid at the overtime rate of one and one-half (1.5) times their regular rate for any additional time worked in excess of 42 hours in their work week, averaged over the two (2) week cycle (or longer cycle as the case may be).

(c) For the purpose of computing overtime entitlement under this clause, regularly scheduled shifts of an employee that are not worked because of employer paid leaves including vacation under Article 20, floating holidays under Article 21.6, bereavement leave under Article 26, jury and crown witness absence under Article 25, two (paid)

personal emergency leave days under employment standards legislation, and union leave under Article 23.1, shall be considered as hours worked.

(d) All Employees on the mine site shall be allowed to obtain a hot meal in the kitchen at any time if it is practical for them to do so, and when hot meals are being served.

(e) Overtime work will be distributed as equitably as is reasonably practicable among Employees normally performing the work in the area or the crew, provided such Employees have the qualifications to perform the work. It is understood that this section does not assume that each Employee sharing overtime within a particular area and crew will, at any given time, have received the same number of overtime hours, but merely expresses the policy of the Company to keep such overtime as nearly in balance from time to time as is reasonably practicable in the circumstances.

## **ARTICLE 19 – JOB CLASSIFICATION AND DESCRIPTION**

- 19.1** At the request of the Union, the Company is agreeable to the establishment of a joint committee consisting of two (2) Company representatives and two (2) Union representatives for the purpose of discussing the proposed job descriptions and classifications and making recommendations to the Company. When this committee is meeting to discuss job descriptions affecting a specific department, then the regular representatives of the committee may be accompanied by an additional two (2) representatives from the specific department involved.
- 19.2** The Company agrees to maintain a job description for each job classification with the scope of the bargaining unit outlining such matters as job title, work procedure, tools and equipment and materials.
- 19.3** Where the Company proposes new job classifications or where there are substantial changes in the job content or qualifications of existing job classifications, the committee will consider the proposed new classification or substantial changes to a current job description and make recommendations where applicable. The Company will not be arbitrary, discriminatory or exercise bad faith in its consideration of committee recommendations. Job postings will align with the most current job description.
- 19.4** The Company shall pay the Union members of this committee at their basic hourly rate for time spent outside of their regularly scheduled shifts to attend meetings with the Company representatives. Time spent at such meetings shall not be considered or counted as time worked for the purposes of calculating overtime.

## **ARTICLE 20 – VACATIONS WITH PAY**

- 20.1** For the purposes of this Article, each vacation year shall begin on January 1 and end on December 31 of the same year. A week of vacation shall mean 7 consecutive days including Saturdays and Sundays. December 31 of any year shall be the date for determining an Employee's entitlement to a vacation and vacation pay for the immediately following year.

- 20.2** Upon completion of each 12 month period of continuous service with the Company, an Employee will become entitled to vacation during the immediately following vacation year in accordance with their length of continuous service since their last date of employment with the Company as of the last pay of December in any vacation year as follows

<b>Completed Years of Continuous Service since Last Date of Hire</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
After 1 year but less than 4	2 weeks	4%
After 4 years but less than 9	3 weeks	6%
After 9 years	4 weeks	8%
After 10 years	4 weeks	10%

- 20.3** Each Employee with one year or more continuous service as of the last pay of December will be paid for each week of vacation to which the Employee is entitled in a vacation year an amount equal to two percent (2%) of their earnings from the Company in the immediately preceding vacation year. (In calculating earnings from the Company in the immediately preceding vacation year, no account shall be taken of any vacation pay previously paid.) Each Employee with less than one year of continuous service as of the last pay of December in any year will be paid for vacation to be taken in the immediately following vacation year an amount equal to four percent (4%) of their earnings from the Company for the period from their date of last hire up to and including the last pay in December of that year. (in calculating earnings from the Company in the immediately preceding vacation year, no account shall be taken of any vacation pay previously paid). Vacation pay will be increased for Employees after 10 years of service by an additional 2%.
- 20.4** Nothing herein shall be deemed to prevent the Company from scheduling vacation shut-downs of all or any part of its operations. If the Company decides to cause a vacation shut-down, it will provide Employees affected and the Union with as much notice of such shut-down as is reasonably possible and in any event, with not less than four (4) weeks' notice.
- 20.5** The four (4) weeks' notice shall not apply where the shut-down is the result of circumstances beyond the control of the Company. If any such shut-down occurs, Employees will take such vacation days as they are entitled to receive and if there is any shortfall, they will be considered as laid-off for the duration of the shut-down, but in such cases, the notice provisions as in Article 12 shall not apply.
- 20.6** Where the Company is not able to assign an Employee all their earned vacations during vacation shut-down periods, the Company before assigning the Employee's vacation outside the shut-down periods will consider the Employee's preference periods for taking their vacations. Subject to business and operational requirements, the Company will make every reasonable effort to accommodate the Employee's preference.



- 20.7** When scheduling Employees who are to remain at the site during shut-down periods, to the extent that business and operational requirements permit, preference for releasing Employees for vacation during the said periods shall be given to Employees with the highest seniority.
- 20.8** Vacation scheduling shall be by department. The requirements of efficient operations shall be of paramount importance in scheduling vacations, with seniority given all possible consideration for vacation requests received prior to April 1<sup>st</sup> for vacation commencing on or after May 1st in each year. Vacation requests received prior to April 1st shall also take precedence over any requests for personal leave of absence (e.g. floaters).

## **ARTICLE 21 – GENERAL HOLIDAYS**

- 21.1** For the purposes of this Agreement, the following days are recognized as paid holidays for all Employees:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	December 26 <sup>th</sup> (Boxing Day)
August Civic Holiday (1 <sup>st</sup> Monday in August)	

- 21.2** (a) In order to qualify for payment in accordance with the public holiday provisions of the Employment Standards Act for any of the above holidays set out in Article 21.1(a), an Employee must have worked:

- (i) on the holiday, after having been notified to do so;
- (ii) on their last scheduled shift immediately before and their first scheduled shift immediately following the holiday;

(b) It is agreed that an Employee who, when the holiday occurs, is off work, on layoff which occurred more than 70 calendar days before such holiday, or off work receiving WSIB disability benefits or pension, or off work on an approved leave of absence without pay, or on any other unpaid absence, is not entitled to the holiday or to holiday pay for such holiday.

(c) An Employee will not be disqualified under Section 21.2(a)(i) for declining a request to work on a statutory holiday when such work is their regular scheduled day off.

- 21.3** An Employee will be granted holiday pay if the Employee is able to prove to the Company's satisfaction that their absence on the days referred to in Article 21.2(a)(i) and (ii) was due to being on leave of absence for jury duty or bereavement leave, or due to being subpoenaed as a Crown witness in a court of law, or due to bona fide illness or accident (which must be substantiated by a medical certificate acceptable to the company), or due to being on an approved Union leave.

- 21.4** If the recognized holiday referred to in 21.1 occurs on an Employee's regular day off or during their vacation and if such Employee qualified for holiday pay in accordance with Articles 21.2 and 21.3 they shall receive pay for such holiday based on the number of hours for which the Employee is regularly scheduled at their regular straight time hourly rate. If the recognized holiday occurs on what would otherwise have been a workday for the Employee, and if the Employee qualifies for holiday pay, they shall receive their regular hourly rate for each hour the Employee would otherwise have been scheduled to work on such holiday.
- 21.5** If an Employee works on a recognized holiday, they will be paid for work performed at the rate of one and one-half (1.5) times their regular hourly rate in addition to the holiday pay they qualify for under this Article.
- 21.6** An Employee who has completed their probationary period and is working in January shall be entitled to two floating holidays annually which must be taken within each vacation year or the holiday will be lost and the Employee will only receive pay at their regular straight time hourly rate in lieu of the holiday. An Employee who has not completed their probationary period or is on layoff in January will be entitled to one floater if the Employee has worked in the first half of the year, and a second floater if the Employee has worked in the second half of the year. The Employee and Company shall schedule the floating holidays at a mutually agreeable time. When an Employee requests a floater with five (5) days advance notice, one additional employee floater per shift per department shall not be denied by the Company due to vacation scheduling.
- 21.7** The entitlement of temporary Employees and term Employees to statutory holiday pay, if any, shall be determined in accordance with the provisions of the *Employment Standards Act*.

## **ARTICLE 22 – PERSONAL LEAVE**

- 22.1** The Company may grant a personal leave of absence without pay for a period of up to fourteen (14) calendar days provided such leave is requested in writing, at least two (2) weeks in advance. Such leave may be extended by mutual agreement between the Employee and the Company. It is understood that the Company will, among other things, consider the following when deciding to grant or refuse a request for such leave;
- (a) whether such leave will interfere with the business and operation requirements of the Company;
  - (b) whether a qualified replacement is available to replace the Employee during the leave;
  - (c) whether the denial of such leave would cause undue hardship to the Employee, and
  - (d) whether the request for leave is justified.

- 22.2** In case of emergency nature, the Company will waive the fourteen (14) day request in writing requirement as set forth in Article 22.1. Leave taken under this Article shall be considered unpaid leave under the *Employment Standards Act* unless otherwise stated under the Emergency Leave applicable provisions.
- 22.3** Pregnancy leave of absence without pay and parental leave of absence without pay shall be as set forth in the *Employment Standards Act*.
- 22.4** The Company shall grant the mandatory unpaid leaves as required by the *Employment Standards Act* and any other applicable legislation.
- 22.5** If an Employee receives an urgent call from home and in the opinion of the Company the nature of the call requires it, transportation will be provided as soon as possible to Thunder Bay.
- 22.6** In the event of any mandated public health requirements, resulting from infectious disease or a pandemic, the Employer agrees to comply with all of its obligations under the Ontario *Human Rights Code*.

## **ARTICLE 23 – UNION LEAVE**

- 23.1** The Company shall grant a leave of absence without pay to Employees who have been elected or appointed by the Union to attend labour seminars, courses or conferences. The cumulative total leave of absence without pay for such Union leave shall not exceed fifty (50) days per year for the whole of the bargaining unit. The Company agrees that in the calendar year during which the collective agreement expires, the cumulative total leave of absence without pay for such Union leave shall not exceed seventy-five (75) days per year for the whole of the bargaining unit.
- 23.2** Any leave considered must have been applied for in writing, by the Employee at least two (2) weeks in advance. Leave requests shall be considered, having regard to whether such leave will interfere with the business and operation requirements of the Company.
- 23.3** (a) The Company shall grant the Union President an opportunity to conduct Union business during a total of four (4) scheduled shifts each month, at the mine site Union office. They will be paid by the Company for time worked on such shift at their regular hourly rate. The Union shall reimburse the Company for four (4) of the twelve (12) hours so paid.
- (b) The Company shall grant the Union an opportunity to designate an Employee as a representative to conduct Union business at the mine site Union office during a total of four (4) scheduled shifts each month. Leave requests for such shifts shall be subject to the provisions in Clause 23.2. They will be paid by the Company for time worked on such shift at their regular hourly rate. The Union shall reimburse the Company for the wages of the hours so paid.
- (c) The Company shall consider a leave of absence without pay to one Employee

appointed or elected to a position with the United Steelworkers for a maximum of twelve (12) months, or such longer time as mutually agreed upon. The leave shall be granted subject to business and operational requirements and shall not be unreasonably denied. Upon a return to the bargaining unit, the Employee shall be assigned to the job they were performing when the leave was granted, or if that job is no longer available, to a comparable job, for which they are qualified, if one exists.

#### **ARTICLE 24 – EDUCATION LEAVE**

- 24.1** An Employee may request a leave of absence without pay to further their education for the purpose of upgrading in their present job or for advancement within the Company by attending full-time classes of instruction.
- 24.2** Subject to the above, the Company will give consideration to such request conditional on, among other things, the following:
- (a) the Employee must have two (2) or more years of service;
  - (b) the leave will not interfere with the business and operation requirements of the Company;
  - (c) there is a qualified replacement for the affected Employee;
  - (d) the leave is requested in writing, at least three (3) months in advance, with all details of the instruction course provided;
  - (e) the leave of absence does not exceed nine (9) months unless extended by the Company; and
  - (f) not more than two (2) Employees may be on leave at any one time, and not more than one (1) Employee may be on leave from any one department at any one time.

#### **ARTICLE 25 – JURY AND CROWN WITNESS ABSENCE**

- 25.1** When an Employee is summoned to and reports for jury duty, or is subpoenaed and reports as a Crown witness, the Employee shall be paid the difference between the daily amounts received for such jury duty or Crown witness service, and their regular rate for such day(s), provided such day(s) were regularly scheduled days of work for the Employee. Being summoned to and reporting for jury duty or subpoenaed and reporting as a Crown witness includes travelling time required to report for such duty and return to the work site.
- 25.2** Such differences shall be paid only if the Employee presents a written statement to the Company from an appropriate court officer, showing dates of such jury duty or Crown witness service, and the amounts received for such service.

## **ARTICLE 26 – BEREAVEMENT LEAVE**

**26.1** The Company, upon being notified of a death in the Employee's immediate family, will grant a leave of absence of up to three (3) days leave to be taken within seven (7) days of the death, upon receipt of a signed declaration. If one or more of the said three (3) days would have been their regularly scheduled workdays, the Employee will not lose their regular pay for any such scheduled working day(s) the Employee is so absent.

The Company upon being notified of the death of an Employee's spouse, child or stepchild will grant paid leave of absence of up to seven (7) days within ten (10) days of the death, upon receipt of a sworn statutory declaration.

In addition to any paid bereavement leave granted, an Employee may be granted up to an additional three (3) days' leave on an unpaid basis. Any accrued vacation time may be utilized in lieu of unpaid bereavement leave.

**26.2** For purposes of bereavement leave, "immediate family" means the Employee's spouse, children, foster child, mother, step-mother, father, step-father, foster parent, brother, step-brother, sister, step-sister, mother and father-in-law, brother-in-law and sister-in-law, grandparents, step-grandparents, grandchildren and step-grandchildren of the Employee (as provided in the Employment Standards Act) and any relative permanently residing in the Employee's household with whom the Employee permanently resides.

**26.3** Pay for bereavement leave shall be at the Employee's regular rate.

**26.4** (a) Where by reason of bereavement leave an Employee is to travel to and from the site and where space is available on scheduled Company transportation, the Employee may travel on such transportation at no cost to the Employee.

(b) Furthermore, when space is not available on scheduled Company transportation, the Company upon being requested to do so shall make reasonable efforts to arrange transportation for the Employee from the mine site to Thunder Bay at no cost to the Employee.

**26.5** Should an employee be on scheduled vacation at the time of the bereavement then the affected employee will be entitled to bereavement leave in accordance with article 26.1 and the applicable vacation leave rescheduled to a mutually agreed date.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

**27.1** Effective thirty (30) days following ratification, the Company shall contribute for eligible Employees, after completion of their probationary period 100% of the monthly insurance premium for life insurance coverage equal to following schedule under the Group Insurance Plan subject to the terms and condition of such Group Insurance Plan providing such life insurance coverage.

The Company proposes to increase Life and Accidental Death & Dismemberment (AD&D) for all Employees in the bargaining unit as follows:

January 1, 2025 - \$100,000  
 January 1, 2026 - \$105,000  
 January 1, 2027 - \$110,000

**27.2** (a) The Company shall contribute for eligible Employees after completion of the applicable eligibility waiting period under the Group Insurance Plan one hundred (100%) percent of the monthly insurance premium for Extended Health Insurance (consisting of Basic Drug Benefit, Supplementary Health Care Benefit and out-of-province emergency benefit) under the Group Insurance Plan subject to the terms and conditions of such Group Insurance Plan providing such extended Health Care coverage. The Health Care Plan will be modified to include first dollar chiropractic services effective April 13, 2006. Co-pay for the Basic Drug Benefit shall be increased from 80% to 90%, with effect from October 1, 2015. The company will provide prescription safety glasses to employees for work. Generic drug substitution will be permissible under the Plan.

(b) The Company shall contribute for eligible Employees after completion of the applicable eligibility waiting period under the Group Insurance Plan one hundred (100%) percent of the monthly insurance premium for basic dental insurance under the Group Insurance Plan subject to the terms and conditions of such Plan providing such Basic Dental Insurance coverage including minimum enrolment requirements.

The Basic Dental Insurance Plan coverage is ninety percent (90%). The Basic Dental plan includes coverage to fifty percent (50%) dentures and fifty percent (50%) Major Restorative, subject to the terms and conditions of such plan. The dental benefit within the plan for dental work shall be at current ODA fee schedules subject to the cap for such work as provided in the Plan. Effective January 1, 2025: The Basic Dental Insurance plan provides an orthodontic services benefit at 50% with a lifetime maximum benefit of \$2,000.00 per insured dependent child. Annual maximum dental coverage is \$2,250.

**27.3** Any claim by an Employee for eligibility, coverage or specific benefits under such Group Insurance Plan Coverage for life insurance, extended health insurance and dental insurance as described in 27.1 and 27.2 is a matter exclusively between such Employee and the insurer of such Plan and is not subject to the grievance and arbitration provisions of the Collective Agreement.

**27.4** Should the Company decide that a change in the said Insurance Plan or insurance carrier is required, the Company will prior to changing the Plan or the carrier, consult with the Union.

Under the current terms of that Group Insurance Plan, the following benefits terminate at retirement or upon the following, whichever is earlier: LTD coverage terminates at age 65, Life Insurance and AD&D coverage reduce to 50% and terminate at age 70, and STD, Dental and Health and Medical coverage terminate at age 70.

**27.5** The Company's obligation to make the contributions to insurance premiums referred to in 27.1 and 27.2 shall cease:

- (i) in the case of a temporary layoff, at the end of the second month immediately following the month in which an Employee is laid off;
- (ii) when an Employee is absent from work in excess of nine months on account of disability resulting from an accident or bodily disease;
- (iii) when an Employee is absent from work on an approved leave of absence in excess of sixty (60) calendar days.

The Company may in its discretion agree to continue contributions to insurance premiums referred to in 27.1 and 27.2 beyond the periods referred to in 27.5 (i), (ii), (iii).

**27.6** The Company will assist in establishing a Long Term Disability Insurance Plan with the Employees to pay one hundred (100%) percent of the premium by way of standard payroll deduction from the Employees' cheque, subject to the terms and conditions of such Long Term Disability Insurance Plan.

**27.7** The Company will pay one hundred (100%) percent of the premium of a Vision Care Insurance Plan subject to the terms and conditions of such Vision Care Insurance Plan. Effective January 1, 2025, coverage will be increased to \$400.00, every twenty-four months. Eye exams will be covered up to a maximum of \$80.00 once per calendar year.

**27.8** Any claim by an Employee for eligibility, coverage or specific benefits under the insurance plans in Articles 27.6 and 27.7 is a matter exclusively between such Employee and the insurer of such Plan and is not subject to the grievance and arbitration provisions of this Collective Agreement.

**27.9** The Company has established a Short Term Disability Plan. The Company to pay one hundred percent (100%) of the premiums. The Plan will provide for a benefit, subject to the terms and conditions of the Short Term Disability Plan, providing for payments commencing from: the first day of hospitalization; the day subsequent to the date of the accident; the day subsequent to the seventh day of sickness; all resulting in an inability to attend at work, for a period of twenty-three (23) weeks whereby the Employee is entitled to a weekly indemnity for loss of wages not to exceed the sum of \$750.00 per week or sixty-six percent (66%) of the lost weekly wages which ever sum is less.

**27.10** In the event of a change in the carrier of the Group Plan Benefit Policy 163518, the Company will ensure that the successor carrier and the new plan will maintain at least the same level of benefits as under the predecessor carrier and its Plan.

## **ARTICLE 28 – HEALTH AND SAFETY**

- 28.1** The Company shall institute and maintain all reasonable and necessary precautions for the health and safety of its Employees. All Employees covered by this Agreement shall co-operate in the implementation of all such reasonable and necessary health and safety precautions. It is recognized as being the mutual obligation of the Company and the Union to assist in the elimination and prevention of unhealthy and unsafe working conditions and practices and jointly to assist in the prevention of accidents.
- 28.2** Committee members shall not suffer any loss of regular pay while performing their duties at Lac Des Iles Mine as members of the Occupational Health and Safety Committee.
- 28.3** Employees shall at all appropriate times use such devices and wear such articles of clothing or equipment as are intended for their protection.
- 28.4** The Company shall supply protective clothing and equipment in accordance with Company policy governing these areas and which the Company currently supplies.
- 28.5** Where an Employee suffers an occupational injury at work and is unable to continue working because of such injury, the Company will pay the Employee their basic hourly rate for the balance of the shift provided the inability to continue working is substantiated by the occupational health nurse or attending physician.

In cases where the injury is of a severe nature and transportation is required in the opinion of the occupational health nurse or attending physician, the Employee will be transported immediately to a medical facility at Thunder Bay. Transportation will also be provided from the medical facility to the Employee's home in Thunder Bay, their pick up point in Thunder Bay, or returned to the site if cleared to return to work prior to the end of the rotation.

If an Employee becomes seriously ill while at work and in the opinion of the occupational health nurse or attending physician, the nature of the illness requires it, transportation will be provided to a medical facility at Thunder Bay and returned to the site if cleared to return to work prior to the end of the rotation.

- 28.6** The parties agree that each of them will comply with their obligation under the *Occupational Health and Safety Act* and regulations and that in accordance with the Act, workers have the right to refuse to do work where they have reason to believe the conditions refused to in s.43 of the *Occupational Health and Safety Act* exist.
- 28.7** The Joint Occupational Health & Safety Committee may conduct monthly tours of the workplace to view conditions of the mine relative to safety practices and procedures. Also there shall be monthly meetings of the Joint Occupational Health and Safety Committee.



**28.8** The Company shall in accordance with its existing practice increase the annual boot allowance to the sum of three hundred dollars \$300.00 payable in September.

**28.9** The Company in its discretion will issue the following Personal Protective Equipment (PPE) to Employees: gloves, hard hat with ear muffs, safety glasses, high visibility clothing. Such PPE along with safety boots must be worn in all working areas to perform work safely. During cold winter weather when required to perform extended periods of outdoor work, insulated work wear and hard hat liners will be provided. PPE provided by the company shall be replaced if accidentally damaged in the performance of assigned duties or if the safety date on the PPE is expired. In addition to the above suitable breathing apparatus will be supplied to the crushing crew and safety belts will be provided to employees when required.

**28.10** The Company will maintain a Health and Safety Advisor position for the term of the Collective Agreement.

The assignment of the position is in the area of Health and Safety only and duties will be as defined and assigned by the Safety Superintendent or designate. The Health and Safety Advisor will not undertake any assignments unrelated to Health and Safety. The Health and Safety Advisor will at all times conduct themselves in accordance with the Internal Responsibility System (IRS). The IRS system requires issues to be raised initially at the front line supervisor level followed by progression through the line of authority as well as onsite Health and Safety representatives within the Joint Health & Safety Committee structure. This position will serve as a resource to the Joint Health & Safety Committee under the direct supervision of the Safety Superintendent or designate.

The union recognizes the company will write the job description for the position and the Company recognizes the Union will elect the person to do the work. The Health and Safety Advisor will work a 4 on, 3 off schedule and will be paid at a Trades 1 rate. The Company reserves the right to require the Union to replace the person for performance related issues as determined by the company.

The above commitment made by the Company is subject to the Union passing all necessary by-laws providing for the election of the candidate for the position. The obligation of the Company will be suspended until the enabling by-law is passed by the Union local.

## **ARTICLE 29 – WAGE SCHEDULE**

**29.1** The wage schedule which shall be effective during the term of this Agreement shall be as set out in Appendix A attached hereto and the said Appendix A shall form an integral part of this Agreement.

### **ARTICLE 30 – BULLETIN BOARDS**

- 30.1** The Company will provide the Union with bulletin boards to be affixed in appropriate places where Employees will be able to see and read them. The number of bulletin boards to be supplied by the Company and the locations for affixing such boards shall be agreed upon between the parties.
- 30.2** Bulletins to be posted shall be restricted to notices regarding the business affairs, meetings and social events of the Union and reports of various committees of the Union.
- 30.3** Only bulletins authorized by the Executive Board of the Union will be posted.

### **ARTICLE 31 – MISCELLANEOUS**

- 31.1** Sufficient copies of the Collective Agreement will be printed to supply the Company and the Union needs. The Company will pay the cost of such printing.

The parties shall agree as to the number of copies to be printed and the total cost of same before an order is placed with a printer. The Union will be provided with a Word and PDF version of the signed collective agreement and a copy will be posted to the employee self-service portal.

- 31.2** Except as otherwise specifically provided in this Collective Agreement, all notices required to be given by either Party shall be given as follows:

Impala Canada Ltd.  
P.O. Box 10547  
Thunder Bay ON P7B 6T9

United Steelworkers, Local 9422  
331 May Street North  
Thunder Bay, ON, P7C 3R3

- 31.3** The Company provides Tradespersons with the normal tools required for their respective trades. Tradespersons are accountable for the care of such tools as if they were their own; tradespersons will not be disciplined for accidental damage or accidental loss of a tool when doing Company work. Broken Tools will be replaced. Specialty tools will be provided when required.

- 31.4** The Company supports the employment of apprentices in its operations. Opportunities are assessed during workforce planning, and the Company agrees to communicate with the Union regarding the apprenticeship program.

## **ARTICLE 32 – CALL-OUT**

- 32.1** An Employee who has already left their work area after completion of their scheduled shift and who is called back work shall be paid at one and one half (1.5) times their regular rate for all hours worked on the call-out, but in any event they shall be paid for not less than four (4) hours at their regular straight time hourly rate.
- 32.2** The provisions of Article 32.1 above do not apply if the Employee is called back immediately following a shift worked by the Employee or within one hour of the starting time of their next regular shift.
- 32.3** Employees will be paid for hours not worked during their next scheduled shift at the appropriate rate of pay because the Employee has not been off work for a clear 8 hours, prior to such shift.

## **ARTICLE 33 – MEDICAL CERTIFICATE - ILLNESS**

- 33.1** An Employee before returning to work following an illness or accident shall furnish a written certificate from a qualified medical practitioner when requested to do so by the Company.
- If the Employee who furnishes a written certificate from a qualified medical practitioner to comply with the Company's request to do so is billed for the certificate because the certificate is not covered by OHIP, the Company will pay for the cost of such certificate upon the Employee furnishing proof of the bill.
- 33.2** The Company may at any time require an Employee to submit to a medical examination by a qualified medical practitioner of the Company's choice, and in such case, the cost of same shall be borne by the Company.

## **ARTICLE 34 – CONTRACTING-OUT**

- 34.1** It is agreed that the Company reserves the unfettered right to contract-out work where in its exclusive opinion, it is necessary, economic or expedient to do so.
- 34.2** In the future, if work is being considered for contracting out, the Company will discuss and review the work in question with the Union prior to the work being commenced. The Company, however, will not contract out work where to do so directly results in the layoff of an Employee in the bargaining unit.
- 34.3** In connection with reviewing and discussing work considered by the Company for contracting out as per Article 34 of the Collective Agreement:
- i. A Contracting Out Committee will be established
  - ii. The Committee will consist of 2 senior designated representatives from each party.

- iii. The parties will meet on a bi-monthly basis to review matters regarding contracting out or matters that are being considered for contracting out.
- iv. This monthly meeting does not preclude the parties from the contractual obligation to meet, review and notify pertaining to contracting out.

### **ARTICLE 35 – WORK BY SUPERVISORS**

- 35.1** It is recognized that the duties of a supervisor are primarily supervisory in nature, therefore, it is agreed that a supervisor shall not perform work of a quantity which would normally occupy a bargaining unit Employee for a full shift on an on-going basis.
- 35.2** A supervisor will not perform bargaining unit work to the extent that it directly results in the lay-off of an Employee in the bargaining unit.

### **ARTICLE 36 – PREMIUM AND ALLOWANCES**

- 36.1** Should an Employee be temporarily assigned to work in a job classification carrying a higher basic hourly rate than their regular job classification for which the Employee was assigned, they shall receive such higher rate of pay while so employed.

### **ARTICLE 37 – CAMP AND TRANSPORTATION**

- 37.1** Transportation from the camp site to the work sites and vice versa will be provided as and when required.
- 37.2** The Company will continue to provide various personal amenities in accordance with Company policy relating to living conditions at the camp site.
- 37.3** The Company will continue to provide room and board at no cost to Employees during their scheduled workdays for the term of this Agreement.
- 37.4** Employees seeking to stay in camp other than during their scheduled workdays must obtain the Company's approval in accordance with any criteria and/or compensation the Company may require.

### **ARTICLE 38 – DISCIPLINE**

- 38.1** Discipline placed on an Employee's file shall be destroyed after eighteen (18) months have elapsed (excluding periods of at least 30 consecutive non-vacation days) since the most recent disciplinary action was taken, providing that no further disciplinary action has been issued during this period.

### **ARTICLE 39 - DURATION OF AGREEMENT**

- 39.1** This Agreement shall commence on the 1<sup>st</sup> day of October, 2024 and shall remain in force until the 30<sup>TH</sup> day of September 2027. It shall be renewed automatically from

year to year after such anniversary date unless either Party notifies the other by registered mail not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or subsequent anniversary of such date of its intention to renew or revise this Agreement.

DATED at Thunder Bay and Toronto, Ontario this 29 day of January 2025.

IMPALA CANADA LTD.

Per: Ray Juurakko

Ray Juurakko

Per: Darin Guzzell

Darin Guzzell

Per: Mike Newbold

Mike Newbold

Per: Matt Witoluk

Matt Witoluk

Per: David Galea

David Galea

Per: Erin Satterthwaite

Erin Satterthwaite

UNITED STEELWORKERS LOCAL 9422

Per: Sharen Brownson

Sharen Brownson

Per: Martin Mallet

Martin Mallet

Per: Jeff Stenlund

Jeff Stenlund

Per: Richard Rouse

Richard Rouse

Per: Lloyd Holland

Lloyd Holland

Per: Cody Alexander

Cody Alexander

**APPENDIX A****WAGE SCHEDULE**

	<b>October 1, 2024</b>	<b>October 1, 2025</b>	<b>October 1, 2026</b>
	<b>3%</b>	<b>3%</b>	<b>3%</b>
Trades 1	\$53.99	\$55.61	\$57.28
Trades 2	\$42.97	\$44.26	\$45.59
Trades 3	\$40.87	\$42.10	\$43.36
Trades 4	\$36.77	\$37.87	\$39.01
Trades 5	\$32.38	\$33.35	\$34.36
HEO 1	\$45.54	\$46.90	\$48.31
HEO 2	\$40.87	\$42.10	\$43.36
HEO 3	\$38.73	\$39.89	\$41.09
Tower 1 Operator	\$45.54	\$46.90	\$48.31
Decoupling Support Operator	\$40.87	\$42.10	\$43.36
Site Services 1	\$40.87	\$42.10	\$43.36
Site Services 2	\$32.38	\$33.35	\$34.36
Labourer	\$27.81	\$28.64	\$29.50
Materials Controller 1	\$40.87	\$42.10	\$43.36
Materials Controller 2	\$36.20	\$37.29	\$38.41
Mill Op 1	\$45.54	\$46.90	\$48.31
Mill Op 2	\$40.87	\$42.10	\$43.36
Mill Op 3	\$36.65	\$37.75	\$38.88
Mill Op 4	\$32.38	\$33.35	\$34.36
Miner 1	\$47.27	\$48.68	\$50.15
Miner 2	\$44.78	\$46.13	\$47.51
Miner 3	\$42.32	\$43.59	\$44.90
Miner 4	\$38.41	\$39.56	\$40.75

\*Leader classification will be compensated at the basic rate of the bargaining unit Employee leading plus \$5.00 per hour.

**APPENDIX B****POSITIONS / PROGRESSIONS****Underground Positions and Progressions**

<b>CLASSIFICATION</b>	<b>POSITIONS</b>
Miner 1	Jumbo Drill/ Long-hole Blaster /Construction /Hoist Operator /Shaft Maintenance
Miner 2	Ground Support; Scoop; Mechanized Bolter; Loader / Cable Bolt Installation;/ Long-hole Blaster(assistant); ITH Drill; Remote Scoop / Remote block-holer Drill / Full Scope General Mine Construction / Minimum 2 yrs experience with proficiency in all 3 of the following : Skip-tender/loading pocket; Crusher; Cage-tender;
Miner 3	Manual Scoop; Manual Block-holer; Haul Truck; Grader / Basic Construction/support; Shotcrete; Install Mine Services / Skip-tender/loading pocket; Crusher; Cage-tender;
Miner 4	Mine Services (Nipper) / Rock Breaker / Underground Services / *Fuel and Lube

**Other Department Positions & Progressions**

<b>CLASSIFICATION</b>	<b>GENERAL RESPONSIBILITIES</b>
HEO 1	Must be able to operate all haulage, all production shovel / loader operator and levelling equipment proficiently
HEO 2	Must be able to operate haulage trucks, graders, dozers, excavators, at least one mucking unit proficiently;(mucking unit defined as shovel, excavator or loader) as well as light equipment
HEO 3	Can operate all haulage trucks on site proficiently/ *Fuel and Lube
Tower 1 Operator	Must be able to operate the primary crusher and the decoupling circuit. Perform light maintenance and clean-up required
Decoupling Support	Must be able to operate loader to provide support to crushing,



Operator	Milling and surface operations as required. Other duties as assigned.
Site Services - 1	<ul style="list-style-type: none"> <li>• Operate/maintain de-watering pumps in pit and elsewhere</li> <li>• Garbage pickup</li> <li>• Assist Equipment Mechanical crew</li> <li>• General site clean-up</li> <li>• General carpentry duties</li> <li>• Other duties as assigned</li> </ul>
Site Services - 2	<ul style="list-style-type: none"> <li>• Working knowledge of dewatering/pumping, ground heater, LV plow and sander, brush saw and snow blower.</li> </ul>
Labourer	General duties as assigned
Trades 1	A fully proficient, licensed tradesperson Journeyman
Trades 2	A fully proficient unlicensed tradesperson 4 <sup>th</sup> year apprentice
Trades 3	An unlicensed intermediate 3 <sup>rd</sup> year apprentice Fuel Truck Operator/Mechanics Helper Drill Doctor
Trades 4	An unlicensed 2 <sup>nd</sup> year apprentice
Trades 5	An unlicensed beginner 1 <sup>st</sup> year apprentice Wash bay attendant Tool Crib Attendant
Material Controller 1	Fully qualified
Material Controller 2	Inexperienced, learner position
Mill Operator 1	<p>Must be qualified and current in each of the following areas to demonstrate competency:</p> <ul style="list-style-type: none"> <li>○ Operation of Process control systems.</li> <li>○ Operation of the Flootation circuit.</li> <li>○ Operation of the Grinding circuits (SAG and Ball mills).</li> <li>○ Operation of the Mill auxiliary equipment</li> <li>○ Operation of the Dewatering circuit including all mixing of mill reagents, chemicals and concentrate load out</li> </ul>

	<p>activities</p> <ul style="list-style-type: none"> <li>○ Operation of The Secondary and Pebble Crusher circuit.</li> <li>○ Other duties as required</li> </ul>
Mill Operator 2	<p>Must be qualified and current in each of the following areas to demonstrate competency:</p> <ul style="list-style-type: none"> <li>○ Operation of the Grinding circuits (SAG and Ball mills).</li> <li>○ Operation of the Mill auxiliary equipment</li> <li>○ Operation of the Dewatering circuit including all mixing of mill reagents, chemicals and concentrate load out activities</li> <li>○ Operation of The Secondary and Pebble Crusher circuit.</li> <li>○ Other duties as required</li> </ul>
Mill Operator 3	<p>Must be qualified and current in each of the following areas to demonstrate competency:</p> <ul style="list-style-type: none"> <li>○ Operation of the Grinding circuits (SAG and Ball mills).</li> <li>○ Operation of the Mill auxiliary equipment</li> <li>○ Operation of The Secondary and Pebble Crusher circuit.</li> <li>○ Other duties as required</li> </ul>
Mill Operator 4	<p>Entry Level learner position, General Labor, other duties as required</p>

## **LETTER OF INTENT**

USW Local 9422  
331 May Street North  
Thunder Bay, ON, P7C 3R3

### **1. RRSP**

During the operation of the Agreement, the Company confirms that it will continue to provide a retirement program as has been in place since 1995.

The current Company retirement plan will be amended to provide for the following:

Years of Service	Employee contribution	Additional Eee contribution	Total Eee Contribution	Total Company	Total Eee. & Co. Contribution	
0.5 1.5	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 5,000	Voluntary \$2,500 - 1 to 1
1.5 7	\$ 2,500	\$ -	\$ 2,500	\$ 5,000	\$ 7,500	Voluntary \$2,500 - 2 to 1
7+	\$ 2,500	\$ 1,000	\$ 3,500	\$ 7,000	\$ 10,500	Voluntary \$2,500 - 2 to 1, \$1,000 2 to 1

### **2. Vacation Anniversary Date**

The Company agrees that it will continue its practice of using the employee's anniversary date for the purposes of vacation entitlement under Article 20 of the collective agreement.

### **3. Travel Allowance**

The following travel allowance payments will be made to eligible employees for each trip to a maximum of 13 trips each calendar year, based on the driving distance from the employee's place of residence to the mine site at Lac Des Iles. The allowance will be prorated for payment on a bi-weekly basis.

Distance from residence to mine site	June 1, 2021	January 1, 2025 (15% increase)	October 1, 2025 (5% increase)	October 1, 2026 (5% increase)
0-150 km	\$87	\$101	\$107	\$113
151-300 km	\$173	\$199	\$209	\$220
301-600 km	\$289	\$333	\$350	\$368
601 -1500 km	\$693	\$797	\$837	\$879
1501 - 2400km	\$809	\$931	\$978	\$1,027
2401 + km	\$940	\$1,081	\$1,136	\$1,193

#### **4. Position / Progression Plan**

The Union has been provided with a copy of the Position / Progression Plans, which will be implemented as a management policy of the Company.

#### **5. End of Shift Activities**

The Employer agrees that all Employees are provided twenty (20) minutes at the end of the shift to complete end of shift activities that do not include work activities.

#### **6. Mine Closure**

The Employer agrees to make best efforts to meet with the Union at least twelve (12) months prior to a planned closure of the Mine to discuss the impact of the closure on bargaining unit Employees.

#### **7. Insulated Work Wear**

The Employer agrees to ensure that any Employee who requires insulated work wear and hard hat liners will have the equipment available to them.

This Letter of Intent is provided by the Company and shall not form part of the Collective Agreement.

This letter of intent will continue for the term of this Collective Agreement.

Yours very truly,



---

Tim Hill  
CEO  
Impala Canada Ltd.

DATED at Thunder Bay, Ontario this 29 day of Jan, 2025.

## **LETTER OF AGREEMENT**

### **LETTER OF AGREEMENT**

**BETWEEN:**

**Impala Canada Ltd.**  
**(hereinafter referred to as the "Company")**  
**AND**  
**United Steelworkers, Local 9422**  
**(hereinafter referred to as the "Union")**

**WHEREAS** the current Collective Agreement provides for part time Union leave for the Union President and another representative under Article 23 to conduct Union business;

**AND WHEREAS** it is believed that providing additional time off for the Union President to attend to Union business should lead to more timely problem solving/resolution;

**AND WHEREAS** the Company and Union would like to invest additional time in joint problem solving/resolution in the workplace and training of the Union President while meeting the requirements of the business;

**AND WHEREAS** both the Company and the Union are desirous of meeting the requirements of the business at the same time as being committed to upholding the articles of the Collective Agreement as well as timely problem solving/resolution in the workplace and continued training of the Union President;

**NOW THEREFORE** the parties agree as follows:

1. The parties agree unless extended by written agreement of the parties, that the Union President will be granted full time leave from his/her fulltime bargaining unit position at the Lac des Iles Mine to attend to Union business and participate in Union activities.
2. The effective start date of this arrangement shall be written receipt of notice of ratification.
3. The Union President will continue to work a fourteen (14) days on and fourteen (14) days off schedule, or as mutually agreed based on business need. The Union President's time and schedule will be approved by the Manager, People.
3. It is agreed that if the on-site schedule of the Union President needs to be modified as the Company's request, travel expenses and any overtime arising would be paid by the Company.
4. It is agreed that the Company and Union will share the costs associated with the Union President attending to union business and participating in union training activities as set out herein. More specifically, the Company will pay two-thirds (66.67%) and the Union one-third (33.33%) of the labour costs for the Union President's time worked on such shifts. The Company will pay the Union President for time worked on such shifts at a Trades 1 rate. The Union shall reimburse the Company for one-third (33.33%) of the labour costs so paid.
5. The Union President will continue to be eligible for the travel allowance normally paid per the Letter of Intent in the current Collective Agreement for the duration of this Letter of Agreement. The amount of travel allowance paid by the Company, however, shall be no greater than the amount which would have been paid before the implementation of this Agreement, unless approved by the Manager, People.
6. While the Union President is in the full time role, the Company may backfill the vacated bargaining unit role previously held by the Union President on a temporary basis. On the expiry

of this Letter of Agreement the Union President shall return to the bargaining unit position, shift and crew that he/she held prior to this Agreement, and pre-agreement office hours would be restored.

7. For the duration of this agreement, the representative designated by the Union under Article 23.3(b) of the Collective Agreement shall be reduced to two (2) shifts per month, to be scheduled when the Union President is off for 14 days during their regular rotation.
8. The additional hours for the Union President are intended to provide for the following:
  - a. Face to face time in operations
  - b. Joint problem solving of workplace issues
  - c. Operations visits with management in the spirit of working together
  - d. USW Local 9422 President training
  - e. Efforts to work together to reduce the grievance and arbitration backlog at the Lac des Iles Mine site
9. This letter replaces paragraph 23.3 for the period of time this letter is in effect.
10. In the event of any inconsistency between this Letter of Agreement and the Collective Agreement, this Memorandum of Understanding shall prevail.
11. Any variation to the terms of their Agreement shall be only on agreement of the parties.
12. It is agreed that the parties will jointly conduct a review of this Letter of Agreement, no later than August 31 annually or at any time, if the membership drops below 350 employees.
13. If the Union President is on an approved leave of absence that exceeds 6 months, the Vice President of the Union will be recognized as the Union Representative to fill the position in their absence. The wages of the designate shall remain the same as the wages of the President.

Dated this 8th day of January, 2025

Erin Satterthwaite  
Erin Satterthwaite, CCO, Impala Canada Ltd.

Sharen Brownson  
For the Union  
Sharen Brownson      President