

COLLECTIVE AGREEMENT

Taseko  **Gibraltar**

and

**CANADIAN AUTO WORKERS
LOCAL 3018**



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COLLECTIVE AGREEMENT

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018 (CAW)
(hereinafter referred to as "the Union")

June 1, 2012 – May 31, 2016

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Employer and the Union (collectively referred to as the "Parties") to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) establish a just and prompt procedure for the disposition of grievances; and
 - d) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the Employees, which will be conducive to their mutual wellbeing.

ARTICLE 2 - RECOGNITION

- 2.01 The word employee(s) (the "employee[s]") as used in this Agreement, means all employees at Gibraltar Mines Operation, located approximately sixty (60) kilometers north-east of Williams Lake, British Columbia, except persons employed in a confidential capacity, persons excluded by the Labour Relations Code of British Columbia, all supervisory, office, clerical and technical staff, engineering staff, geological staff and security guards.
- 2.02 The employer recognizes the Union as the sole collective bargaining agent for all employees as defined in Article 2.01.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining agency as defined herein or of any of the terms and provisions of this Agreement, except by the mutual written agreement of the Parties.

- 2.04 The Union and the Employer may determine on an ongoing basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by mutual written agreement, add, amend or delete any terms or conditions of the Agreement for the duration of the Agreement.

ARTICLE 3 - SCOPE

- 3.01 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 3.02 Should any provision of the Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Agreement shall remain in force and effect for the term of the Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.03 The Parties agree that:
- Part 3, Wages, Special Clothing and Records,
 - Part 4, Hours of Work and Overtime,
 - Part 5, Statutory Holidays,
 - Part 7, Annual Vacation and
 - Part 8, Termination of Employment, of the *Employment Standards Act* form part of this Agreement, except those provisions specifically modified by this Agreement.
- 3.04 a) Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, or for training, instructional or evaluation purposes, or continuous operation of equipment that shall not exceed thirty (30) minutes.
- b) The Company reserves the right to contract out work for the greater efficiency of the running of the mine and its operations provided that no regular employee is laid off, or recall rights are affected, as a direct result of the contracted out work. The Company will provide the Union with a list of contractors on site twice a year.

ARTICLE 4 - MANAGEMENT'S RIGHTS

- 4.01 Subject to the Articles of this Agreement, the sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

ARTICLE 5 - REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 Union representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating

amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

- 5.03 The Union has the right to appoint or elect Stewards (the "Steward[s]"). Stewards are representatives of the Employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement. The Union agrees to notify the Employer, in writing, of the names of officials of the Union, Stewards, and members of committees. Unless the Employer is notified in writing of changes of officials, Stewards or members of committees, the Employer will not be obligated to recognize those claiming to be representatives of the Union.
- 5.04 Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer reserves the right to direct that such matters be dealt with during breaks.
- 5.05 The Union has the right to appoint or elect a maximum of four (4) Union members to a Negotiating Committee. Time spent in negotiations shall be considered for time worked, but shall not be considered for overtime. The Employer and the Union shall jointly pay for time spent in negotiations at the appropriate rate at straight time.
- 5.06 The Employer shall provide sufficient, secure bulletin board facilities at mutually agreed locations for the exclusive use of the Union.
- 5.07 Union representatives shall have the right to visit at the location where Employees are working subject to the policies, procedures, and regulations of the employer. Such visits shall not unduly disrupt the flow of work.
- 5.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union representative shall be entitled to attend such meetings.
- 5.09 There shall be no Union activity during working hours on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 6 - STRIKES OR LOCKOUTS

- 6.01 In accordance with the *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation.
- 6.02 In accordance with the *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage

in any lockout of its Employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 7.01 The Employer shall provide the Union with the necessary information regarding new hires, job postings and awards, layoffs, and terminations. The Employer shall provide the Union the name, social insurance number, address, phone number, date of hire and classification of new employees. A list of all employees, ranked according to seniority and classification, shall be forwarded to the Union once monthly.
- 7.02 New employees will be hired on a four hundred eighty (480) hours worked probationary period, and their seniority shall be retroactive to the first day of work.
- 7.03 The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The Parties agree that the discharge or layoff of a probationary employee could be for work related reasons.
- 7.04 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 7.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.06 All employees shall, as a condition of employment maintain membership in good standing in the Union for the duration of this agreement, or any continuation or renewal thereof. All employees shall become members of the Union upon completion of their first day of employment.
- 7.07 Before commencing work, any new employee shall be referred by the Employer to a Steward or a Union representative in order to give such Steward or Union representative an opportunity to describe the Union purposes and representation policies to such new employees. A Steward shall be given ten (10) minutes off work to meet with the new employee.

ARTICLE 8 - CHECK OFF

- 8.01 The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer shall also deduct initiation fees as authorized by an employee.
- 8.02 The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the National Convention.
- 8.03 The total amount checked off will be mailed to the Union's local office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each. The Union and

the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

ARTICLE 9 - WAGES AND RATES OF PAY

- 9.01 Classifications, hourly rates, and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A".
- 9.02 Show Up Time: An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at the prevailing hourly rate. It is the responsibility of the employee to provide a means by which the Employer can contact him/her.
- 9.03 Starting Work: An employee who starts work and is prevented from completing his/her normal work day shall receive a minimum of four (4) hours' pay at the prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay.
- 9.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 9.05 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 10.02 The term "work week" means that period of time commencing on Sunday and terminating one hundred sixty-eight (168) hours thereafter on the following Sunday.
- 10.03 The term "work day" means that period of time starting when an employee is scheduled to commence work and terminating twenty four (24) hours thereafter.
- 10.04 A "tour" will be the number of scheduled consecutive working days without a scheduled day off.
- 10.05 a) Initial shift schedules and starting and stopping times shall be established by the Employer in consultation with the Union. On an ongoing basis and from time to time, hours of work and overtime as set out in this Article may be modified through consultation in good faith between the Employer and the Union.

- b) Shift schedules shall be posted in a conspicuous place well in advance, within a minimum of two (2) weeks of their effective date.
- c) The employer, at their option, may convert a 5x2 shift to a 10x4 shift. In considering such a conversion, it will not result in any added costs and the coverage must satisfy operational needs. Any such considerations will be on a departmental basis.
- d) If an employee is requested by the Employer to:
 - i) commence work less than four (4) hours before the scheduled start time and forty-eight (48) hours' notice has not been provided, then the employee shall be entitled to not less than one and one-half (1.5) times their base rate for the hours worked that were outside of their regularly scheduled hours.
 - ii) change their regularly scheduled start time by more than six (6) hours during their scheduled shift rotation, and forty-eight (48) hours notice has not been provided, then the employee shall be entitled to one and one-half (1.5) times their base rate for the first six (6) hours worked following the amended start time. Any hours worked beyond six (6) and within the same twenty-four (24) hour period from the amended start time, shall be paid at two (2) times their base rate. Any subsequent hours worked during the amended shift rotation would be paid at the rates prescribed by the collective agreement.
- e) The Employer agrees that employees shall not be deprived of their regularly scheduled complement of hours worked in the rotation because of the Employer's request to amend the start time.
- f) If an employee's shift is changed by the Employer and such change results in a pay shortage, the first work day of the new shift will be paid at two (2) times the base rate for all hours worked.

10.06 The employer may from time to time initiate, maintain, or discontinue to conduct all or any part of its operations on a continuous and/or semi-continuous basis, subject to pertinent statutes and regulations of the Province of British Columbia. The Union hereby agrees to jointly apply with the Employer to the appropriate government agencies for approval of such schedules where such approval is required.

10.07 The overtime rates are to be paid in accordance with Schedule "A". Working time increments shall be calculated to the nearest one half (1/2) hour at which the employee was directed to stop work.

10.08 When a statutory holiday occurs on an employee's scheduled day of work, the employee shall receive overtime pay as outlined in Schedule "A".

- 10.09 a) Employees who choose to participate in Employer provided training sessions during their off time shall not be entitled to overtime rates or to use said training time for the purpose of calculating overtime when the employee returns to his/her regular work schedule.
- b) When employees are required by the Employer to participate in training during their time off, prevailing overtime rates will apply.
- 10.10 There will be two (2) coffee breaks of ten (10) minutes duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift. Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every two (2) hours overtime worked in a given day. The Employer practice with respect to coffee breaks will be that employees will be allowed a reasonable opportunity for a coffee break twice during each shift, but so arranged as not to interfere with the operation.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. If two or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.
- 11.02 The parties agree to the general principle that job security and opportunity should increase commensurate with seniority.
- 11.03 Seniority shall be applied on a departmental basis, unless otherwise noted in this Agreement. The departments are the:
- a) Mine Operations: includes all pit equipment operators and blasting crew;
- b) Mill: includes all milling operators, tailings crew and trades persons assigned to Mill Maintenance;
- c) Mine Maintenance: includes all maintenance and surface crew personnel including trades persons working in the mine;
- d) Warehouse: job classifications under Warehouse Department in Schedule "A".
- 11.04 A seniority list shall be maintained by the Employer, consisting of the name, date of hire, and classification of every employee in the Union, and ordered by length of service. The Employer shall copy the seniority list to the Union on a monthly basis.
- 11.05 Seniority rights shall cease, and employment shall be deemed terminated, for any employee who:
- a) voluntarily terminates employment;
- b) is discharged, and this discharge is not reversed through the grievance procedure;

- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) fails to return from an approved leave of absence within five (5) days of its expiration, unless mutually satisfactory arrangements have been made; or
- e) fails to return from layoff within five (5) days of recall, unless medically unfit to return, or unless mutually satisfactory arrangements have been made with the Employer.

11.06 Seniority rights for employees on leaves of absence and for positions outside the bargaining unit shall accrue as follows:

- a) If an employee is assigned a temporary position outside the bargaining unit, that employee shall return to the previously held position after the assignment is completed. Temporary assignments shall not extend beyond sixty (60) working days.
- b) If an employee accepts a transfer out of the bargaining unit to a permanent non-bargaining unit position, yet remains in the employ of the Company;
 - i) the employee shall maintain and accrue seniority for thirty (30) working days’;
 - ii) thereafter, the employee shall forfeit all seniority rights;
 - iii) the employee may elect to return to his/her previously held position within two (2) calendar weeks of the transfer;
 - iv) after the two (2) calendar weeks, the employee may return to a vacancy or an unoccupied position within the bargaining unit, subject to the employee’s seniority and ability pursuant to Article 12.04 of the Collective Agreement.
- c) If an employee is granted an approved leave of absence, seniority shall be maintained and shall accrue for up to one (1) year.
- d) The Company is entitled to grant leaves of absence for longer than one (1) year. However, seniority shall be frozen during the period after one (1) year.

11.07 When a reduction of the workforce is inevitable, or where there will be a layoff of more than ten (10) days, the Employer shall inform the Union by providing seven (7) days’ notice whenever possible. The Employer shall issue layoff notices to the employees in the redundant positions with the least departmental seniority. These employees may then use their departmental seniority to bump a more junior employee provided they have the qualifications to perform the work. Employees who eventually get laid off out of their department may exercise their company seniority to bump into another position provided they are capable of doing the job.

11.08 The above consideration shall also guide the Employer and the Union when employees

on layoff are recalled.

- 11.09 Employees given the option to work in another classification, for which they are qualified, instead of being laid off shall be paid the rate for the new classification.
- 11.10 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.11 Any employee laid off and recalled for work must return within five (5) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Company to return. Employees will be notified by registered mail of their recall to employment.
- 11.12 An employee who has been reduced from his/her job or who has been laid off shall, when the job he/she was reduced or laid off from becomes available, has the right to be recalled to that job on the basis of his/her seniority. If the reduced employee does not accept a recall to his/her original job he/she shall lose the right to any further recall from that job.
- 11.13 Severance provision shall be one (1) week's notice or pay in lieu of, for each year of service, to a maximum of ten (10) weeks.

ARTICLE 12 - VACANCIES AND JOB POSTINGS

- 12.01 A vacancy that requires a job posting occurs when:
- a) The Company requires additional manpower at an existing or related work site;
 - b) an employee permanently leaves his/her position and the Company determines there is a need to fill the position;
 - c) an employee is going to be absent from his/her position for a period greater than thirty (30) days; or
 - d) new jobs and/or positions are created.
- 12.02 The Employer may fill a vacancy temporarily at its discretion pending the completion of the job posting process. The job posting process shall be no longer than ten (10) days.
- 12.03 The Employer shall post for eight (8) days all vacant positions in the workplace which the Employer intends to fill. Employees on approved leave of absence shall be deemed to have applied. The Company will identify the shift on which the vacancy occurs. Qualified applicants from the seniority list in which the vacancy occurs shall be given priority consideration. A copy of the postings will be forwarded to the Union. The identity of the successful applicant will be posted.
- 12.04 a) Job postings will be awarded on the basis of employee seniority and a requirement that the employee is qualified to perform the requirements of the posted job position. In the absence of qualified employees, if the applicant has a minimum of 50% training hours on each piece of equipment or circuit, he or she will be

awarded the position. Amongst qualified or partially qualified employee applicants as described above, the employee applicant with the highest departmental seniority will be awarded the job posting.

- b) When a posting award results in the employee transferring into another department, seniority in the new department occurs as of the date of the posting award.
- c) The successful applicant will, if the rate of pay in the new job is higher than the job they presently hold, be paid the higher rate on the first shift worked on the new job or after eight (8) working days from the date that the posting was awarded, whichever first occurs.
- d) The successful applicant will be placed in the new position within thirty (30) calendar days unless there are unforeseen circumstances.

12.05 If no applicants as per Article 12.03, 12.04 and the training posting process are found through the internal posting process, the Employer may consider external applicants in order to fill the vacancy.

- 12.06 a) All existing employees accepted to posted jobs shall serve a trial period of thirty (30) working days. During this period the employee may, at his/her option, return to his/her former job; or, if the employee is not progressing satisfactorily, may be returned to his/her former job. The trial period may be extended for days missed.
- b) An employee who accepts a posting and commences work in that new posting but then chooses to return to their prior position (or post into another position) before the thirty (30) day trial period ends, may do so only once in a twelve (12) month period, without penalty. Although a second instance will be permitted, it is with penalty, as the employee shall be excluded from the posting process for a twelve (12) month period.

12.07 Employees desiring a change in shift or work group assignment shall make the same known to his/her supervisor by filling out duplicate transfer request forms. As vacancies occur, such changes in shift or work group assignments shall be awarded on the basis of seniority.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

13.02 The Parties agree that it is desirable that any complaints or grievances should be addressed as quickly as possible. Employees are therefore urged to try to settle their complaints with their Supervisor as soon as possible.

- 13.03 The Parties to this Agreement recognize that Union representatives and the Stewards are the agents through whom employees shall process their grievances and receive settlement thereof. Except by mutual agreement between the Supervisor and the Grievance Chair, the steward shall be the steward who commenced the grievance.
- 13.04 Neither the Company nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred or fourteen (14) days after the employee should reasonably have known of any action or condition. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the Parties hereto relating to the interpretation, application or administration of this Agreement.
- 13.05 A "policy grievance" is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either Party directly to arbitration under Article 14, bypassing Step 1, Step 2, and Step 3 of the grievance procedure. A policy grievance shall be signed by a Steward, or a Union representative, or in the case of an Employer's Policy Grievance, by the Employer or his/her representative.
- 13.06 A "group grievance" is defined as a single grievance signed by a Steward or a Union representative on behalf of a group of Employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 13.07 Step 1: A grievance shall be submitted in writing to the Company within fourteen (14) days of the act or condition causing the grievance. The written grievance will have sufficient particulars to identify the facts of the complaint and the alleged breach of the collective agreement. The Company shall address the grievance and shall forward a written response to the Union representative within seven (7) days of the day on which the grievance is submitted.
- 13.08 Step 2: If the grievance is not resolved at Step 1, a Union representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Company's Human Resources department. The parties shall meet to attempt to resolve the grievance within one (1) week after the Step 2 grievance has been filed, unless an extension is mutually agreed upon. Typically this meeting will include the Supervisor or General Foreman or designate, Human Resources, the Grievance Chair or designate, the Steward and the grievor. The Company shall forward a written response to the Union representative within seven (7) days of the day on which the Step 2 grievance is submitted.
- 13.09 Step 3: If the grievance is not resolved at Step 2, a Union representative may, within seven (7) days of the decision under Step 2 or within seven (7) days of the day this decision should have been made, submit a Step 3 grievance to the Company's Human Resources department. The parties shall meet to attempt to resolve the grievance within one (1) week after the Step 3 grievance has been filed, unless an extension is mutually

agreed upon. Typically this meeting will include the Department Manager or designate, Human Resources, the Grievance Chair or designate, the Steward and the grievor. The Company shall forward a written response to the Union representative within seven (7) days of the day on which the Step 3 grievance is submitted.

ARTICLE 14 - ARBITRATION

- 14.01 If the parties fail to settle the grievance at Step 3 of the grievance procedure, the grievance may be referred to arbitration.
- 14.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within five (5) days after receiving the decision given at Step 3 of the grievance procedure.
- 14.03 When a grievance has been advanced to arbitration, the arbitrator listed with the earliest availability will be assigned the arbitration provided the dates are available to and acceptable to both the Union and the Company:
- a) Corinn Bell
 - b) Mark Brown
 - c) Stan Lanyon
 - d) Don Munroe
 - e) Colin Taylor
- 14.04 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 14.05 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) days of service as aforesaid, either party may request the Arbitration Bureau to appoint a single arbitrator.
- 14.06 Notice of desire to arbitrate and of nominations of an arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 14.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator, the party not in default may apply to the Minister of Labour to appoint an arbitrator to hear the grievance. The decision of the arbitrator shall be final and binding upon both parties.
- 14.08 The decision of the arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

14.09 The parties will equally bear the expense of the arbitrator.

14.10 An arbitrator shall be empowered to render his/her decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 15 - VACATION AND VACATION PAY

Completed Months of Service	Accrued Hours of Vacation Per Month	Maximum Annual Accrual	Pay
Less than 12	6.66	80 hours	4% of gross wages
Less than 24	6.66	80 hours	4% of gross wages
Less than 36	10	120 hours	6% of gross wages
Less than 48	10	120 hours	6% of gross wages
Less than 60	10	120 hours	6% of gross wages
Less than 72	10	120 hours	6% of gross wages
Less than 96	13.3	160 hours	8% of gross wages
96 months or greater	13.3	160 hours	10% of gross wages
Effective June 1, 2014			
96 months or greater	14.2	170 hours	10% of gross wages
Effective June 1, 2015			
96 months or greater	15	180 hours	10% of gross wages

- 15.01 a) Employees will schedule and take vacation time with pay. Vacation hours, with pay, may be taken as they accrue. Up to one times the employee's annual vacation entitlement may be carried forward into the next year. In January of each year, remaining eligible vacation hours with pay will be carried forward to the next year. After the last pay period of the year, any additional vacation dollars that have been earned will be paid out on a scheduled payroll cheque in January. Separate cheques will not be issued.
- b) The Employer will grant vacations at the times requested in writing subject to the orderly operation of the mine.
- c) Employees shall be entitled to request their accrued vacation pay annually.
- 15.02 If an employee's vacation hours generate a residual entitlement shorter than one scheduled shift, the Employer shall grant sufficient leave of absence to generate a complete day off work, provided that day is selected in accordance with the vacation scheduling provisions of this Agreement.
- 15.03 A maximum of two (2) tours during the summer months (July – September) and a maximum of one (1) tour in December will be allowed in order to provide more employees opportunity for vacation during these periods.

- 15.04 Employees with more than eighty (80) hours maximum annual accrual are required to take vacation in the amount of at least one (1) hour each year.
- 15.05 A statement of an employee's actual entitlement to vacation will be posted monthly.
- 15.06 a) Vacation requests submitted between March 1 and March 15 for the period between April 1 to March 31 will be approved based on seniority and departmental manpower requirements. These requests will be reviewed and responded to in a timely manner, but no later than March 31 of each year.
- b) Once seniority based requests are finalized, any requests received after March 15 will be approved on a first come, first serve basis, subject to departmental manpower requirements.
- c) Once a vacation request is approved, signed and dated by Employee and Supervisor, one copy will be given to the employee, a second copy will go to Human Resources for record keeping.

ARTICLE 16 - STATUTORY HOLIDAYS AND HOLIDAY PAY

- 16.01 The following days shall be observed as holidays without deduction of pay:
- New Year's Day
 - Good Friday
 - Canada Day
 - Labour Day
 - Remembrance Day
 - Boxing Day
 - Family Day
 - Victoria Day
 - BC Day
 - Thanksgiving Day
 - Christmas Day
- 16.02 Employees will receive the wages they would have normally earned in a regular scheduled shift on each of these days.
- 16.03 If the holiday falls on the employees' day of rest, they will receive the wages they normally would have earned in a regularly scheduled shift and may take another day off, within ninety (90) days of the holiday, without pay at a time mutually agreed with their supervisor.
- 16.04 Employees required to work on one of the above holidays shall, in addition to pay under Article 16.02, receive one and one half (1 1/2) times their regular wages for all hours worked, and may take another day off, within ninety (90) days of the holiday, without pay at a time mutually agreed with their supervisor.
- 16.05 The Parties shall agree when the holidays are started and ended as per the shift schedule that is adopted by the Employer.
- 16.06 An employee must have been employed by the Employer for one (1) month immediately preceding such holiday. The employee must have worked one hundred and twenty (120) hours in the previous thirty (30) calendar days to qualify for Statutory Holiday pay.

16.07 An employee called in to work overtime on a statutory holiday shall receive the statutory holiday pay as per Article 16.02 plus the prevailing overtime rates. They would also be eligible to take another day off, within ninety (90) days of the holiday, without pay, at a time mutually agreed with their supervisor.

ARTICLE 17 - TRANSPORTATION

17.01 The Employer shall arrange and pay for suitable transportation from Williams Lake to the Mine site. The Union shall be consulted concerning the transportation itinerary.

17.02 Employees who live within a daily commute of the mine, but do not live along the transportation route, shall be entitled to receive a travel allowance of fifteen dollars (\$15.00) for each day worked. This allowance is also payable to employees working a shift for which there is no transportation provided.

ARTICLE 18 - UNION-MANAGEMENT COMMITTEE

18.01 In order to further the aims of the enterprise, the Parties agree to schedule Employer/Union meetings once every three (3) months, or as required, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement. The areas for discussion shall include, but not be limited to:

- a) discipline and discharge policies;
- b) training and promotion;
- c) safety measures; and
- d) matters that affect the working conditions of the employees.

18.02 The Employer and the Union shall each appoint representatives to the Employer/Union Committee. The minutes, collected by the Employer, record the business of each meeting and a copy shall be mailed to the Union's local office.

18.03 A committee member attending the Employer/Union meetings during regular working hours shall be entitled to his/her regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.

18.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union representative may attend these meetings.

18.05 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the grievance procedure unless said matters are specifically abridged, deleted, or modified by this Agreement.

ARTICLE 19 - HEALTH AND SAFETY COMMITTEE

- 19.01 The Employer agrees to make practicable provisions for the safety and health of its employees during the hours of their employment.
- 19.02 The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- 19.03 It is the intent of the Parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 19.04 The Employer will publish safety rules and procedures. The Employer will make accessible said rules and procedures to the employees and will provide copies to the Union.
- 19.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury, shall receive payment for the remainder of his/her shift.
- 19.06 All health and safety matters shall be handled in accordance with the Mines Act, its regulations and the Health, Safety and Reclamation Code.
- 19.07 Light Duty Work Programs: If an employee is injured on the job and requires medical attention, the employee is entitled to light duty work if work is available and he/she shall inform the attending physician of the same.
- 19.08 The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval. Employees returning to work under the light duty work program must have medical clearance from the physician indicating the restrictions. The Union will be given a copy of any written return to work program or modified duties arrangement.
- 19.09 In the event that a light duty or modified work program is anticipated to continue beyond a 30-day period the following will apply:
- a) The Company, the Union and the employee will all be involved and agree to cooperate to provide the employee suitable work.
 - b) The employee agrees to provide sufficient additional medical information indicating any restrictions and if required, participate in a functional capacity test or independent medical examination.
 - c) The employee will not refuse reasonable modified work.
 - d) The Company agrees to keep records of the employee's progress and provide the Union copies upon request.
- 19.10 The Company will consider a request for modified work from an employee who has injured himself away from the job and the recovery from the injury is expected to exceed sixty (60) days. The request may come from the employee or the insurance provider. If

the Company determines that meaningful and productive modified work is available, it will use the process described in article 19.09(a) to (d). The parties recognize that employees who have been injured on the job will receive priority in the allocation of modified duties.

19.11 Safety Award

- a) Group: if at the completion of a calendar quarter, beginning the first complete calendar quarter after the commencement of this Agreement, no lost time accident involving the Employer's workforce has occurred, all employees will receive a safety award, as defined in Schedule "A", for all hours worked, payable forty-five (45) days following the completion of the complete calendar quarter.
- b) Individual: an individual safety award as defined in Schedule "A", will be paid to the employees who have no lost time accidents or medical aids at the completion of a calendar quarter, beginning the first complete calendar quarter after the commencement of this Agreement. This award will be paid for all hours worked, payable forty-five (45) days following the completion of the complete calendar quarter.
- c) Employees who are terminated for just cause or who quit prior to the completion of the time frames notes above are not eligible to receive any safety award payments.

ARTICLE 20 - HEALTH AND WELFARE PLAN

- 20.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay two dollars and twenty five cents (\$2.25) per hour for all hours worked by all employees to the Health and Welfare Plan (the "Plan"), administered by the Union Health and Welfare Trust Fund. The Company has the option to provide the Union with notice prior to the expiry of the Collective Agreement that the Plan will be replaced with a benefit plan provided by a commercial insurer.
- 20.02 Employees are eligible to receive coverage on the first of the month following a period of three hundred fifty (350) working hours. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- 20.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Company has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the Employee.

ARTICLE 21 - MEDICAL SERVICES PLAN

- 21.01 The Employer will arrange for British Columbia Medical Services Plan ("MSP") coverage. Premiums for MSP shall be paid by the Employer, with employees' coverage

to commence the first (1st) day of the first (1st) month following the date of hire, providing the employee meets MSP requirements.

ARTICLE 22 - RETIREMENT SAVINGS PLAN

- 22.01 The Employer agrees to contribute a percentage of base hourly rate for each hour worked for each employee to the Retirement Savings Plan of 6.25% employer contribution. An employee may authorize the Employer to deduct and remit additional funds via payroll deductions. This percentage may be varied no more than twice annually on dates to be determined by the Employer.
- 22.02 Employer and employee contributions to the RSP, administered by the Trust Fund, shall be made in accordance with direction from the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

ARTICLE 23 - EDUCATION, TRAINING AND PUBLICATION

- 23.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of gross wages to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.
- 23.02 The Parties shall equally bear the costs associated with printing and publication of this Agreement.

ARTICLE 24 - TOOLS

- 24.01 All tradesmen, excepting welders, shall supply their own tools common to their trade. All tradesmen are to supply a personal tool inventory to the supervisor. The Employer shall provide specialty tools.
- 24.02 The Employer shall hold the employees responsible for all tools issued to them. The Employer shall provide adequate security for all tool storage on the site.
- 24.03 A list of tools to be supplied by tradesmen will be established in consultation with the Union. The Parties agree that from time to time, and through consultation between the Employer and the Union, the list of tools may be amended or new lists added. A sample list of tools to be supplied by tradesmen is outlined in Schedule "B".
- 24.04 The Employer shall pay a tool allowance based on the following amounts:

Journeyman or Apprentice - \$0.55/hr;
Millwright or Mechanic - \$0.59/hr

ARTICLE 25 - PROTECTIVE EQUIPMENT

- 25.01 All employees shall wear safety hard hats that are to be made available by the Employer.
- 25.02 All employees shall wear CSA-approved safety boots where required, furnished by the employee.

- 25.03 The Employer will pay the following amounts to every employee for the purchase of discretionary safety equipment not furnished by the Employer and for safety boots as per Article 25.02: All certified trades, registered apprentices, and non-certified trades working in a trade classification - \$0.26/hr; all other employees - \$0.15/hr.
- 25.04 The Employer shall arrange for coverall cleaning services. If an employee chooses to participate in this service and authorizes a payroll deduction, the cost of this service shall be shared as follows: 75% to Company – 25% to Employee.
- 25.05 The employer will furnish employees with additional safety equipment if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.

ARTICLE 26 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 26.01 The employee may apply in writing to the Employer for personal or educational leaves of absence without pay.
- 26.02 The employee will be granted up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- a) the care, health or education of a child in the employee's care; or
 - b) the care or health of any other member of the employee's family living at the residence of the employee.
- 26.03 An employee will be granted three (3) days' leave of absence with pay, at his/her regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's immediate family member, which shall mean parent, grandparent, grandparent of spouse, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild.
- 26.04 The Parties agree that additional leave shall be granted without loss of seniority or entitlement, for any employee who qualifies for compassionate leave benefits under Employment Insurance. It is understood between the Parties that the employment leave expires simultaneously with the compassionate leave.
- 26.05 A pregnant employee who requests leave under Article 26.05 is entitled to up to 17 consecutive weeks of unpaid leave
- a) beginning
 - i) no earlier than 11 weeks before the expected birth date, and
 - ii) no later than the actual birth date, and
 - b) ending

- i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
- ii) no later than 17 weeks after the actual birth date.

An employee who requests leave under Article 26.05 after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

A request for leave must

- a) be given in writing to the Company,
- b) if the request is made during the pregnancy, be given to the Company at least 4 weeks before the day the employee proposes to begin leave, and
- c) if required by the Company, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

A request for a shorter period under subsection (1) (b) (i) must

- a) be given in writing to the Company at least one week before the date the employee proposes to return to work, and
- b) if required by the Company, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

26.06 An employee who requests parental leave under Article 26.06 is entitled to:

- a) for a birth mother who takes leave under Article 26.06 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 26.05 unless the Company and employee agree otherwise;
- b) for a birth mother who does not take leave under Article 26.06 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event;
- c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

- d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

A request for leave must

- a) be given in writing to the Company,
- b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the Company at least 4 weeks before the employee proposes to begin leave, and
- c) if required by the Company, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

An employee's combined entitlement to leave under Article 26.05 and Article 26.06 is limited to 52 weeks plus any additional leave the employee is entitled to under Article 26.05 (3) or subsection (2) of Article 26.06.

- 26.07 Employees will be granted leave consistent with the provisions of the Employment Standards Act if they are required to attend court as a juror.
- 26.08 Members of the local Union executive will be entitled to unpaid leave to attend to the affairs of the local Union. This leave will not exceed 4 days per month in total.
- 26.09 Employees will be granted unpaid leaves of absence to attend Union educational courses, seminars or councils, subject to the operational needs of the Company.

ARTICLE 27 - DISCHARGE, SUSPENSION AND WARNING

- 27.01 An employee may be disciplined or discharged from employment for just cause by the Employer.
- 27.02 In the event the Employer determines it appropriate to issue a written warning notice of record or confirming notice of suspension or termination, a copy of this written notice will be forwarded to the local office of the Union and to the appropriate Steward(s).
- 27.03 In the event an employee is suspended or discharged, the Union may, within seven (7) days following the suspension or discharge, together with the employee involved, interview the employer concerning the reason leading to the suspension or discharge. This action shall constitute Step 3 of the Grievance Procedure.
- 27.04 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have an available Steward from the area.

27.05 Whenever an employee signs any document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

ARTICLE 28 - HUMAN RIGHTS AND HARASSMENT

28.01 The Employer and the Union agree that discrimination and/or harassment of any employee under any grounds prohibited by the *Human Rights Code* is absolutely prohibited.

28.02 Sexual harassment will not be tolerated. Sexual harassment is specifically defined as any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee.

28.03 A complaint alleging discrimination or harassment may initiate a grievance or file a written complaint with the mine manager or his/her designate and the Union representative.

28.04 When a violation has been proven, the employee in violation may be subject to discipline.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 The Union acknowledges that the Company has the exclusive right to install, at any time, mechanical, electronic or other types of automated equipment.

29.02 For the purpose of this Article, "Technological Change" means:

- a) The introduction by the employer of a major change in his equipment or material from that equipment or material previously used by the employer in his work, undertaking, or business, and/or
- b) A major change in the manner in which an employer carries on his work, undertaking, or business related to the introduction of that equipment or material; and
- c) That results in the layoff of a significant number of employees or the elimination of a classification.

29.03 In the event of the introduction of a technological change giving rise to either a layoff or termination of a bargaining unit employee, the Company agrees to provide to the Union as much advance notice as practical, but in any event no less than sixty (60) days' notice.

29.04 In the event of a pending technological change, the Company shall advise the Union of such change at the earliest opportunity and meet with the Union to discuss the ramifications of such technological changes as soon as practical.

29.05 Where an employee who has at least one (1) year of service with the Company is displaced from his/ her job by reason of technological change and where a vacancy exists for which he/ she might qualify by training, he/ she shall be entitled to such training at the Company's expense, provided that he/ she has the necessary basic education and abilities

to absorb such training to equip him for the operation of new equipment or procedures. The period of such training shall not exceed a maximum of thirty (30) working days.

- 29.06 Employees who have at least one (1) year of service with the Company who are discharged or laid-off because of technological change are entitled to severance pay under article 11.12 of this Agreement.

ARTICLE 30 - DURATION

- 30.01 This collective agreement shall be effective from June 1, 2012 to May 31, 2016 and for further periods of one (1) year, unless written notice is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the Parties give such notice, this Agreement shall renew for a period of one (1) year.

SIGNED at Williams Lake, British Columbia, this 19th day of December, 2012.



Daniel Ross




Taryn Almond

For the Company



Dave Buerge




Arnold Fontaine



Ed Adams



Robert Lawson



Greg Tio



Dave Williams



Pete Smith



Bruce Snow

For the Union

**SCHEDULE A
CLASSIFICATIONS & RATES OF PAY**

Mill Department		Ratification Date, 2012	Ratification Date, 2013	Ratification Date, 2014	Ratification Date, 2015
Mill Operator 1	Control Room	34.49	35.35	36.41	37.50
	Flotation	34.49	35.35	36.41	37.50
Mill Operator 2	Grinding	32.51	33.32	34.32	35.35
	Moly Flotation	32.51	33.32	34.32	35.35
Mill Operator 3	SXEW	31.85	32.65	33.63	34.64
	Filter	31.85	32.65	33.63	34.64
Mill Operator 4	Mill Utility Operator	29.18	29.91	30.81	31.73
	Trained in All Mill Op 5	29.18	29.91	30.81	31.73
Mill Operator 5	Sample Bucker	23.88	24.48	25.21	25.97
	Tailings	23.88	24.48	25.21	25.97
	Service Operator	23.88	24.48	25.21	25.97
Mill Operator 6	Mill Labourer	21.22	21.75	22.40	23.07

Mine Department		Ratification Date, 2012	Ratification Date, 2013	Ratification Date, 2014	Ratification Date, 2015
Mine Operator 1	Shovel Operator	33.18	34.01	35.03	36.08
Mine Operator 2	Driller	32.51	33.32	34.32	35.35
	Blaster	32.51	33.32	34.32	35.35
	Production Loader	32.51	33.32	34.32	35.35
Mine Operator 3	Equipment Operator	31.85	32.65	33.63	34.64
	Primary Crusher Operator	31.85	32.65	33.63	34.64
Mine Operator 4	Truck Driver	29.18	29.91	30.81	31.73
	Pit Dewaterer	29.18	29.91	30.81	31.73
	Blaster Helper 1	29.18	29.91	30.81	31.73
Mine Operator 5	Truck Driver Trainee	23.88	24.48	25.21	25.97
	Blaster Helper II	23.88	24.48	25.21	25.97
	Crusher Helper	23.88	24.48	25.21	25.97
Mine Operator 6	Mine Labourer	21.22	21.75	22.40	23.07

Maintenance Department		Ratification Date, 2012	Ratification Date, 2013	Ratification Date, 2014	Ratification Date, 2015
Maintenance 2	Site Services Crane Operator	32.51	33.32	34.32	35.35
	Serviceman	32.51	33.32	34.32	35.35
Maintenance 3	Site Services Equipment Operator	31.85	32.65	33.63	34.64
Maintenance 4	Landfill Operator	29.18	29.91	30.81	31.73
Serviceman Helper		27.86	28.56	29.42	30.30
Maintenance 5	Maintenance Helper	23.88	24.48	25.21	25.97
Maintenance 6	Maintenance Labourer	21.22	21.75	22.40	23.07

Shop Department & Mill Trades		Ratification Date, 2012	Ratification Date, 2013	Ratification Date, 2014	Ratification Date, 2015
Certified Journeyman		39.25	40.23	41.44	42.68
Non-Certified Journeyman		35.86	36.76	37.86	39.00
Apprentices	% of Journeyman Rate				
Apprentice Year 4	0.85	33.36	34.20	35.22	36.28
Apprentice Year 3	0.80	31.40	32.18	33.15	34.14
Apprentice Year 2	0.75	29.44	30.17	31.08	32.01
Apprentice Year 1	0.70	27.47	28.16	29.00	29.87

Warehouse Department		Ratification Date, 2012	Ratification Date, 2013	Ratification Date, 2014	Ratification Date, 2015
Certified Journeyman		39.25	40.23	41.44	42.68
Apprentice Year 3		31.40	32.18	33.15	34.14
Apprentice Year 2		29.44	30.17	31.08	32.01
Apprentice Year 1		27.47	28.16	29.00	29.87
Labourer		21.22	21.75	22.40	23.07

1. Overtime

- a) It is recognized that the normal operating of the mine will require the adoption of shift and rotation schedules as per Article 10. Ordinarily, employees will be paid overtime at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Employees shall be paid two (2) times the rate for all hours over twelve (12) daily or forty-eight (48) weekly. Daily overtime shall not be counted towards the accumulation of weekly overtime thresholds.
- b) In the instance where employees are working prolonged shift and rotation schedules:

- i) overtime will be calculated based on the running average of hours worked per week and in line with the principles as stated above;
 - ii) the first (1st) shift following the shift cycle will be paid out as time and a half (1.5) overtime for the first six (6) hours, and double (2.0) time for the following six (6) hours. Double time will be paid out for all hours following the first (1st) completed shift on scheduled days off, until the first (1st) shift of the new cycle.
- c) Employees who work hours beyond their designated shift and rotation will be paid overtime.
 - d) Overtime shall be distributed as equally as possible among those employees with the qualifications and ability to perform the work.
 - e) Employees may trade shifts subject to the approval of their immediate supervisor, but swapped shifts will not be viewed as unscheduled shifts, and will therefore not attract overtime premiums.
2. At the sole discretion of the Employer, available training opportunities will be provided to employees provided the training does not interfere with mine operations.
 3. Mill and mine department training wage rates may apply when an employee is training in a classification that has a higher wage rate than the employee's current wage rate.
 4. The classification wage rate for which the employee is training for shall not apply until the employee has successfully completed the required training program and received written approval from their supervisor.
 5. Classification wage rates shall only apply to those employees who are posted in that classification or have completed the required training program and have been temporarily assigned to that classification.
 6. A copper bonus will be applied to the base rates as per the following scale. The bonus will be paid based on the average copper price in Canadian Dollars in the preceding quarter. The quarters are as follows:

- Q1 – October to December
- Q2 – January to March
- Q3 – April to June
- Q4 – July to September

Copper Price	Copper Bonus
\$2.10 - \$2.20	1%
\$2.21 - \$2.30	2%
\$2.31 - \$2.40	3%
\$2.41 - \$2.50	4%
Above \$2.50	5%

7. The Employer will provide employees with the LME copper price and copper bonus as determined from the previous quarter and will post in a conspicuous place.

8. **Premiums**

- a) First Aid Premium A holder of a valid Level III First Aid Certificate shall receive a premium of \$0.50 per hour worked.
- b) Night Shift Premium For all straight time hours worked on what is normally regarded as night shift, employees will receive an hourly premium of \$0.75.
- c) Weekend Premium For all straight time hours worked starting night shift of Friday night and ending at the end of day shift on Sunday, employees will be paid a \$0.45 premium:

NOTE: Night shift and weekend premiums are to be pyramided.

- d) Emergency Response Team (ERT) Premium Members of the ERT receive an hourly premium of \$0.50 for all straight time hours worked provided they attend 80% of training sessions.
- e) Designated Leadhand Premium An employee designated by their supervisor as a Leadhand will receive an hourly premium of \$1.00 above their rate or the highest rate supervised for each hour designated as Leadhand.
- f) SX Boiler Operation Premium Those employees certified to, and who do, operate the SX Boiler will receive an hourly premium of \$0.50.
- g) Truck Driver Trainer Premium Employees designated by their supervisor to train truck drivers will be paid an hourly premium of \$1.00 for each hour spent in training.
- h) Hot Change Premium Employees in Mine Operations who relieve another operator at shift change in the pit will receive a premium of \$10.00 for each shift worked.
- i) Shop Steward's Premium An employee designated by the Union as a Shop Steward and/ or Designated Union Safety representatives shall receive a premium of \$0.50 per hour for every hour worked.

9. **Safety Award**

In accordance with Article 19.11, the individual safety award will be calculated as follows:

- \$0.25 x all hours worked.

The group safety award will be calculated as follows:

- \$0.25 x all hours worked.

Should an employee qualify for both awards in a given quarter, the awards shall be pyramided.

10. A lead hand is an hourly employee who acts as a leader organizing and delegating work to a group or groups of employees working on similar or related work. The lead hand will assign work as directed by a supervisor and will be responsible for the correct completion of work but not for disciplinary action or other personnel matters which are the responsibility of the supervisor to whom the lead hand reports.
11. When a new job is created the Company shall be responsible to establish a wage rate and classification for the new job within twenty (20) days prior to commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

**SCHEDULE B
TOOL LISTS**

MILLWRIGHT

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Air impact	X				
2	3/8" Impact socket set (3/8"-1 1/8")	X				
3	3/8" Extensions (2 1/2" - 5" - 10")	X				
4	3/8" Standard socket set 3/8" - 1 1/8"	X				
5	1/2" Air impact	X				
6	1/2" Standard Impact socket set (7/16"-1 1/4")	X				
7	1/2" Extensions (2 1/2" - 5" - 10")	X				
8	1/2" Standard socket set 7/16" - 1 1/4"	X				
9	1/2" Metric socket set 6mm - 24mm	X				
10	1/2" Deep socket set 7/16" - 1 1/4"	X				
11	1/4" Drive set 3/16" - 1/2"	X				
12	1/4" Drive set 4mm - 12mm	X				
13	Adapter 1/2" - 3/4"	X				
14	Adapter 3/4" - 1/2"	X				
15	Combination wrench set (standard) 3/8" - 1 1/2"	X				
16	Combination wrench set (metric) 4mm - 32mm	X				
17	Adjustable wrench 8"	X				
18	Adjustable wrench 12"	X				
19	Pipe wrench 8"	X				
20	Pipe wrench 18"	X				
21	Punch set center	X				
22	Punch set - pin & taper	X				
23	Pliers - needle nose	X				
24	Pliers - linesman	X				
25	Pliers - slip joint 12"	X				
26	Pliers - side cutters 4 1/2"	X				
27	Pliers - snap ring (inside & outside)	X				
28	Pliers - vice grips 10"	X				
29	Pliers - water pump (tongue & groove)	X				
30	Screwdrivers - standard 1/4, 5/16, 3/8, 1/2	X				

	Tool Description	C/J	App 4	App 3	App 2	App 1
31	Screwdrivers - phillips #1, #2, #3	X				
32	Screwdrivers - robertson #1, #2	X				
33	Screw extractor (easy out) set (1/8" - 1/2")	X				
34	Allen wrenches (standard) 1/16" - 5/8"	X				
35	Allen wrenches (metric) 2mm - 12mm	X				
36	Feeler gauges - standard .0015" - .040"	X				
37	Feeler gauges - metric .06mm - .70mm	X				
38	Hammer 8oz ball pein	X				
39	Hammer 24oz ball pein	X				
40	Hammer 16oz claw	X				
41	Hammer 24oz claw	X				
42	Pry bar 18"	X				
43	Pry bar 30"	X				
44	Cold chisel set (1/4" - 3/4")	X				
45	Micrometer 0 - 1"	X				
46	Micrometer 0 - 2"	X				
47	Combination square	X				
48	2" Square	X				
49	Torpedo level - 6"	X				
50	Deburring tool	X				
51	Plumb bob	X				
52	Hack saw	X				
53	Tape measure - 25'	X				
54	Scrapers (assorted sizes)	X				
55	Tin snips - combination	X				
56	Scissors	X				
57	Utility knife	X				
58	Inspection mirror (telescoping)	X				
59	Retrieving tool - magnetic 0" - 26"	X				
60	Tubing cutter	X				
61	Multimeter	X				
62	Flashlight	X				
63	Vernier calipers	X				
64	Lockable tool box	X				

End of Millwright Tool List

ELECTRICIAN

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set (3/8" - 3/4")	X				
2	3/8" Extensions (2 1/2" - 5" - 10")	X				
3	3/8" Metric socket set 6mm - 24mm	X				
4	1/2" Socket set standard (7/16" - 11/4")	X				
5	1/2" Extensions (2 1/2" - 5" - 10")	X				
6	1/4" Socket set standard 3/16" - 1/2"	X				
7	1/4" Socket set metric 4mm - 12mm	X				
8	Nut driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				
9	Combination wrench set (standard) 3/8" - 1 1/2"	X				
10	Combination wrench set (metric) 4mm - 32mm	X				
11	Ignition wrench set 13/64" - 3/8"	X				
12	Adjustable wrench 8"	X				
13	Adjustable wrench 12"	X				
14	Pipe wrench 10"	X				
15	Punch set (13 pce) centre, drift, drive pin, start, 1/4" - 1/2"	X				
16	Pliers - needle nose 6"	X				
17	Pliers - linesman 9"	X				
18	Pliers - slip joint 12"	X				
19	Pliers - side cutters 7"	X				
20	Pliers - vice grips 10"	X				
21	Screwdrivers - Standard 1/4", 5/16", 3/8", 1/2"	X				
22	Screwdrivers - Phillips #1, #2, #3	X				
23	Screwdrivers - Robertson #1, #2	X				
24	Screw extractor (easy out) set (1/8" - 1/2")	X				
25	Jeweler screwdriver set (blade type)	X				
26	Allen wrenches (standard) 1/16" - 5/8"	X				
27	Allen wrenches (metric) 2mm - 12mm	X				
28	Hammer 16oz claw (soft face)	X				
29	Pry bars - alignment head 24"	X				
30	Pry bar - rolling head 18"	X				
31	Cold chisel set (1/4" - 3/4")	X				
32	Sta-Kon tool	X				
33	Screw starter (standard & phillips)	X				
34	Hack saw	X				

	Tool Description	C/J	App 4	App 3	App 2	App 1
35	Tape measure - 25'	X				
36	Utility knife	X				
37	Inspection mirror (telescoping)	X				
38	Retrieving tool - magnetic 0" - 26"	X				
39	Drill bit set (1/16" - 1/2")	X				
40	Multimeter	X				
41	Flashlight	X				
42	Tool pouch & belt	X				
43	Lockable tool box	X				

End of Electrician Tool List

INSTRUMENTATION MECHANIC

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set (3/8" - 3/4")	X				X
2	3/8" Extensions (2 1/2" - 5" - 10")	X				X
3	3/8" Socket set metric 6mm - 24mm	X				X
4	1/2" Socket set standard (7/16" - 11/4")	X			X	
5	1/2" Extensions (2 1/2" - 5" - 10")	X			X	
6	1/4" Socket set standard 3/16" - 1/2"	X				X
7	1/4" Socket set metric 4mm - 12mm	X				X
8	Nut driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				X
9	Combination wrench set (standard) 3/8" - 1 1/2"	X				X
10	Combination wrench set (metric) 4mm - 32mm	X				X
11	Ignition wrench set 13/64" - 3/8"	X			X	
12	Adjustable wrench 8"	X			X	
13	Adjustable wrench 12"	X				X
14	Pipe wrench 10"	X				X
15	Punch set (13 pce) centre, drift, drive pin, start, 1/4" - 1/2"	X			X	
16	Pliers - needle nose 6"	X				X
17	Pliers - linesman 9"	X				X
18	Pliers - slip joint 12"	X				X
19	Pliers - side cutters 7"	X				X

	Tool Description	C/J	App 4	App 3	App 2	App 1
20	Pliers - vice grips 10"	X				X
21	Pliers - electronic needle nose	X			X	
22	Pliers - electronic side cutters	X			X	
23	Screwdrivers - standard 1/4", 5/16", 3/8", 1/2"	X				X
24	Screwdrivers - Phillips #1, #2, #3	X				X
25	Screwdrivers - Robertson #1, #2	X				X
26	Screw extractor (easy out) set (1/8" - 1/2")	X				X
27	Jeweler screwdriver set (blade type)	X			X	
28	Allen wrenches (standard) 1/16" - 5/8"	X				X
29	Allen wrenches (metric) 2mm - 12mm	X			X	
30	Hammer 16oz claw (soft face)	X				X
31	Pry bars - alignment head 24"	X			X	
32	Pry bar - rolling head 18"	X			X	
33	Cold chisel set (1/4" - 3/4")	X			X	
34	Sta-Kon tool	X				X
35	Screw starter (standard & phillips)	X				X
36	Hack saw	X				X
37	Tape measure - 25'	X				X
38	Utility knife	X				X
39	Inspection mirror (telescoping)	X			X	
40	Retrieving tool - magnetic 0" - 26"	X			X	
41	Drill bit set (1/16" - 1/2")	X			X	
42	Multimeter	X				X
43	Flashlight	X				X
44	Tool pouch & belt	X				X
45	Lockable tool box	X				X

End of Instrumentation Mechanic Tool List

CLASS A GAS MECHANIC

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set (3/8" - 3/4")	X				
2	3/8" Extensions (2 1/2" - 5" - 10")	X				
	3/8" Socket set metric 6mm - 24mm					
3	1/2" Socket set standard (7/16" - 11/4")	X				
4	1/2" Extensions (2 1/2" - 5" - 10")	X				
5	1/4" Socket set standard 3/16" - 1/2"	X				
	1/4" Socket set metric 4mm - 12mm					
6	Nut driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				
7	Combination wrench set (standard) 3/8" - 1 1/2"	X				
	Combination wrench set (metric) 4mm - 32mm					
8	Adjustable wrench 6"	X				
9	Adjustable wrench 10"	X				
10	Pipe wrench 10"	X				
11	Pipe wrench 14"	X				
12	Pipe wrench 18"	X				
13	Pipe wrench 24"	X				
14	Pliers - needle nose 6"	X				
15	Pliers - linesman 9"	X				
16	Pliers - vice grips 6"	X				
17	Pliers - pump 10"	X				
18	Pliers - wire stripper / crimper	X				
19	Screwdrivers - standard 1/4", 5/16", 3/8", 1/2"	X				
20	Screwdrivers - Phillips #1, #2, #3	X				
21	Screwdrivers - Robertson #1, #2	X				
22	Allen wrenches (standard) 1/16" - 5/8"	X				
23	Allen wrenches (metric) 2mm - 12mm	X				
24	Pry bar - rolling head 18"	X				
25	Hammer 16oz claw (soft face)	X				
26	Copper pipe cutters 1/4" - 2"	X				
27	Copper pipe bender 1/4" - 3/8"	X				
28	Level - 6"	X				
29	Sta-Kon tool	X				

	Tool Description	C/J	App 4	App 3	App 2	App 1
30	Hack saw	X				
31	Tape measure - 25'	X				
32	Utility knife	X				
33	Inspection mirror (telescoping)	X				
34	Drill bit set (1/16" - 1/2")	X				
35	Multimeter	X				
36	Flashlight	X				
37	Propane torch set	X				
38	Tool pouch & belt	X				
39	Lockable tool box	X				

End of Class A Gas Mechanic Tool List

BODYMAN

	Tool Description
1	Paint spray guns (air) 1 for primer
2	Paint spray guns (air) 1 for paint finish
3	Long board sander
4	Orbital grinder / sander (stick-em pads)
5	Air chisel with chisel selection and cutters
6	1/2" Impact wrench
7	Impact sockets (set)
8	Practi-jack (or similar for moving fenders and posts)
9	Slide hammer set
10	Body hammer (selection)
11	Body dollies (selection)
12	Upholstery & door panel tools
13	Windshield cutter
14	Windshield installation tools
15	Pry bars - large, medium, small
16	1/2" Drive & sockets
17	3/8" Drive & sockets
18	1/4" Drive & sockets
19	3/8" Drive metric sockets
20	Combination wrenches 1/4" - 1 1/4"
21	Screwdrivers - Phillips, Standard, Robertson, Torx
22	Pliers - large water pump pliers
23	Vise grip (selection)
24	Sanding block
25	Electrical test light
26	Allen wrenches
27	Hack saw
28	Tin snips
29	Tape measure
30	Punch & chisel (selection)
31	Drill bit set (1/16" - 1/2")

End of Bodyman Tool List

MEMORANDUM OF UNDERSTANDING NO. 1

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018
(the "Union")

RE: Student Hire Program

The Employer may initiate a student hire program. Student hires are part of the bargaining unit and shall be covered by all terms of this agreement except for Article 11.

MEMORANDUM OF UNDERSTANDING NO. 2

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018
(the "Union")

RE: Apprenticeship

1.0 Purpose

To delineate the structure of our apprentice selection process and to assist in the effective delivery of on-site apprentice training.

2.0 Introduction

- 2.1 Gibraltar Mines Ltd. is committed to providing employees the opportunity to improve their knowledge and abilities and learn industry specific skills through academic and practical on-the-job training in a trades program.
- 2.2 The Company agrees to follow the criteria on a go forward basis in the selection of candidates.

3.0 Application and Selection

- 3.1 Internal candidates being considered for an apprenticeship must meet the following criteria prior to applying for an apprenticeship:
 - 3.1.1 Employee must meet Provincial Educational Requirements for that Trade.
 - 3.1.2 Pass an Academic Skills Assessment administered through TRU.
 - 3.1.3 Successful completion of Module 1 & 2 for the HDM Apprenticeship.
- 3.2 Employees who have received a journeyman ticket through Gibraltar will not be eligible for a second apprenticeship until such time as they have worked five (5) years in the initial trade.
- 3.3 The following rating schedule for selection of apprentices will be applied:
 - 3.3.1 25% Trade Specific Aptitude Test

- Passing of the test is mandatory with a minimum of 70% grade. Successful candidates between 75% - 100% marks will be credited with a percentage for every percent above 75%.

3.3.2 40% Trade Related Schooling and/or Relevant Experience

- Pre-apprenticeship = 40%, Foundation Course = 20%, Related Courses = 5% per course up to the maximum of 20%, Relevant Experience = 5% per year, to a maximum of 20%.

3.3.3 15% Employment Record

- Safety, Attendance & Discipline = 5% each

3.3.4 20% Seniority

- 2% for every year of service up to a maximum of ten years.

3.4 In selecting applicants for Apprenticeship Training, the Company shall post its requirements for twelve (12) days and evaluate candidates based upon the above-mentioned criteria. Interested parties will be required to complete an application form which can be obtained from the Human Resource Department.

3.5 Successful applicants will be indentured as an apprentice upon commencement of the apprenticeship.

4.0 Apprentice Term

4.1 The Company will provide all necessary indenture documentation to the Industry Training Authority. All registration forms and apprenticeship program information can be accessed via the ITA website.

5.0 Schooling

5.1 Apprentices are required to work in the position for a minimum of 6 months and be evaluated once by the department prior to attending school. In the event that the evaluation shows that the employee does not have the aptitude to continue within the apprenticeship, the employee would be placed in a vacant position that they are qualified to perform. On the availability of their previously held incumbent position, the employee would have the first right of refusal.

5.2 All apprentices must attend schooling at an institution in British Columbia. Exceptions will be granted only in the face of extenuating circumstances.

5.3 Apprentices must locate and schedule schooling on their own in conjunction with the Supervisor's approval and the approval of the Human Resource Department.

5.4 Required travel time to and from school when attending academic training will not be paid. Those affected may elect to take holiday pay, or unpaid leave.

- 5.5 Apprentices will be placed on a 5x2 schedule while attending school and will be paid accordingly, less any subsidy paid by the government.
- 5.5.1 Proof of successful completion of the school term (from ITA) must be provided to the Human Resources Coordinator before the wage increase is initiated.
 - 5.5.2 The Company's obligation is limited to one (1) repeat during the duration of the employee's apprenticeship, except if the failure is due to illness/injury. The Company will discontinue the sponsoring of the apprenticeship where the apprentice has failed the required schooling more than once during the term of the apprenticeship.
 - 5.5.3 The Company's obligation is limited to one (1) repeat of the writing of the Inter-Provincial Examination or Final Examination for the trade. The Company will discontinue the sponsoring of the apprenticeship where the apprentice has failed the Inter-Provincial Examination or Final Examination more than once during the term of the apprenticeship.
 - 5.5.4 Upon removal from an apprenticeship due to failure from schooling or the writing of the IP or Final Examination, the employee will be ineligible from posting on future apprenticeship vacancies in the trade for a minimum of two (2) years and with General Manager approval.
 - 5.5.5 Reimbursement of books will be initiated upon completion of each school term once receipts have been given to the Human Resources Coordinator.
 - 5.5.6 The Human Resource department will provide sponsorship letters to those institutions that are willing to accept them. In the event that the employee has to pay tuition, the Company will reimburse 100% of tuition fees once receipts are received by the Human Resource Coordinator.

6.0 **Completion of Apprenticeship**

- 6.1 Once the apprenticeship has been successfully completed, the Company will authorize all applicable certificates and present them to the journeyman.

MEMORANDUM OF UNDERSTANDING NO. 3

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018
(the "Union")

RE: Harassment

It is Gibraltar's responsibility to maintain an environment free of harassment as described in this policy. No employee shall be subjected to, or subject another person to, harassment. Harassment will not be tolerated and allegations of harassment will be investigated promptly and appropriate action will be taken by Gibraltar. Employees who violate this policy may be subject to discipline, up to and including dismissal from employment.

1.0 Objectives

- 1.1 To provide a working environment in which employees of the mine are treated with dignity and respect.
- 1.2 To ensure that employees are aware there are certain types of behaviour that will not be tolerated, even though the behaviour in question may not be an offence under the law.
- 1.3 To make all employees responsible for maintaining a discrimination free workplace.
- 1.4 To alert all employees that certain types of conduct may be an offense under the law.
- 1.5 To create a fair, impartial and confidential procedure for handling and investigating complaints.
- 1.6 To ensure that Gibraltar takes action as necessary to eliminate harassment and discrimination in the workplace.

2.0 Discriminatory Conduct

Discrimination:

- i) Discrimination is to unlawfully treat an employee differently because of prohibited grounds in the British Columbia Human Rights Code (a person's race, colour, ancestry, place of origin, political belief, religion,

marital status, family status, physical or mental disability, sex, or age, or because of a criminal or summary conviction that is unrelated to the employment).

Harassment (Code based):

- ii) Harassment is a form of discrimination. Harassment may be direct or indirect. Code based harassment is harassment that is related to a prohibited ground identified in the British Columbia Human Rights Code.
- iii) Direct harassment includes any conduct that is directed at an employee which, to a reasonable person, would be, or ought reasonably to be known to be, unwelcome or intimidating and includes, but is not limited to, derogatory comments or conduct, jokes, insults, threats, cartoons, innuendo, or refusal to talk or work with, assist or train that employee.
- iv) Indirect harassment results in a work environment that is considered to be “poisoned”. The work environment may be poisoned by crude language, sexist or racist remarks, unwelcome jokes and cartoons, nude or semi-nude pictures, displaying of racist or bigoted pictures or materials or other unwelcome conduct that creates an uncomfortable or hostile work environment for one or more employees.

3.0 Sexual Harassment

3.1 Sexual harassment has been defined by law as any conduct of a sexual nature that is known or ought to be known to be unwelcome. Examples of sexual harassment include, but are not limited to:

- i) Unwelcome physical contact or unnecessary touching;
- ii) Inappropriate and unwanted sexual flirtations, advances or propositions;
- iii) Suggestive, vulgar and coarse remarks, comments or jokes, and offensive sexual reference which are derogatory;
- iv) Sexual innuendoes;
- v) Questioning someone about his or her sex life; and
- vi) Displaying offensive material of a sexual nature.

Personal (Non-Code):

- 1. Personal (Non-Code) harassment is harassment that is not related to a prohibited ground identified in the British Columbia Human Rights Code. Personal harassment is improper comment and/or conduct, not related to a legitimate work purpose, directed at and offensive to another person or persons in the workplace and that the individual knows or ought to

reasonably know would offend, harm or is derogatory, demeaning or causes humiliation or embarrassment.

2. Personal harassment often involves a course or grouping of behaviours. However, a single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.
3. Examples of personal harassment include, but are not limited to:
 - a) Targeting individual(s) in humiliating practical jokes
 - b) Excluding, shunning, impeding work performance
 - c) Spreading gossip, rumours, negative blogging, cyberbullying
 - d) Retaliation, bullying, sabotaging
 - e) Unsubstantiated criticism, unreasonable demands
 - f) Insults, name calling
 - g) Public humiliation
 - h) Communication that is demeaning, insulting, humiliating, mocking
4. Personal harassment does not include:
 - a) Legitimate performance/ probation management
 - b) Appropriate exercise and delegation of managerial authority
 - c) Operational directives
 - d) A disagreement or misunderstanding
 - e) Conflict between co-workers
 - f) Bona fide work related change of location, co-workers, job assignment
 - g) Discipline for just and reasonable cause
 - h) A single comment or action unless it is serious and has a lasting harmful effect
 - i) Rudeness unless it is extreme and repetitive

4.0 **Responsibilities**

4.1 Responsibility of Employees

4.1.1 All employees have a responsibility to ensure fellow employees are treated with dignity within a discrimination-free work environment and to comply with this policy. Any employee who observes behaviour contrary to this policy is encouraged to report that behaviour in the same way complaints are reported. An employee need not be a victim of improper treatment to report an incident that he or she feels is contrary to this policy.

4.2 Responsibility of the Company

4.2.1 All levels of management and supervision have the principle responsibility to monitor the work environment to ensure employees are treated properly, and to conduct appropriate investigations promptly and confidentially.

5.0 Procedure

5.1 Reporting Complaints

5.1.1 Complainants and witnesses are asked to speak out and/or report incidents of discrimination or harassment in a timely manner.

5.1.2 Complainants and witnesses may report incidents of improper treatment or discrimination in any of three ways.

- i) If they feel comfortable doing so, employees are encouraged to discuss their concerns with the employee who is allegedly committing the offensive act. Making the other person aware he or she is creating discomfort in the work environment may be enough to resolve the situation.
- ii) If the employee is not comfortable confronting the other employee or has tried without effect, the employee may directly contact his or her supervisor or an available shop steward.
- iii) An employee may also contact any union executive or any management or human resources person the employee may be comfortable with to discuss his or her concern.

5.1.3 Employees do not have to choose one reporting method over any other. An employee should make a complaint in the manner which makes that employee feel most comfortable.

5.2 Investigating Complaints

5.2.1 Once a complaint is made, the union executive member, supervisor or management person to whom the complaint was reported will immediately notify the responsible Manager and Superintendent of Human Resources. The complaint will be assessed and decision made as to the most effective way to deal with it. While the Company is aware that employees may not

always wish a formal investigation, circumstances may exist where these wishes cannot be complied with.

Where the investigation involves interviews with the complainant and/or the employee against whom the complaint is made, both the complainant and the employee against whom the complaint is made are entitled to a Shop Steward if requested. In the event both request a Shop Steward, the Union agrees that there will be a different Shop Steward provided for each. Statements from witnesses, other information from other sources and the outcome of the investigation shall be provided to the Steward(s) involved.

5.2.2 Where the decision is to conduct an investigation, the investigation may include:

- i) Interviews with the complainant, including a shop steward if requested.
- ii) Interviews with the employee against whom the complaint is made.
- iii) Interviews with possible witnesses.
- iv) Information available from other sources.

5.2.3 Not all complaints will be dealt with in the same manner. While some may be resolved at early stages of the complaint process, more formal investigations may be required in some circumstances. The nature of the complaint and the assessment as to the most effective way of dealing with it will affect how each complaint is handled.

Investigations will commence promptly after a formal written complaint is made. All investigations will be approached in such a way as to grant both employees a fair opportunity to present their side of the issue. Once an investigation is complete, the information gathered will be evaluated and summarized in a report. Each of the employees involved will be notified regarding the outcome of the investigation. Investigations will be conducted by the HR Superintendent or his/her delegate.

5.3 Disposition of Complaints

5.3.1 Where an incident of improper treatment or discrimination is found to have occurred, appropriate corrective action will be taken. For example:

- i) A private or public apology may be required.
- ii) An employee found to have acted in breach of this Policy may be subject to discipline up to and including termination of employment. The severity of the discipline would depend on a

number of factors, including the nature of the conduct, the interests of the complainant and of others in the workplace.

- iii) One or more of the employees may be reassigned. Normally an employee who is found to have committed an offence will be reassigned rather than a complainant.
- iv) Education may also be required for the offending employee(s).

5.4 Reprisal

5.4.1 Employees have the right to raise concerns under this Policy without fear of reprisal. Reprisal is a violation of this Policy and will not be tolerated. Employees should also be aware that it is illegal to retaliate against someone for making a complaint of discrimination prohibited by human rights laws. Retaliation includes but is not limited to acts of hostility, encouraging hostility by other employees or spreading rumours about the employee. It is the intent of Gibraltar to maintain a workplace in which employees are treated with dignity. It requires the cooperation of every one of its employees in order to be able to do so.

5.5 False or Fabricated Complaint

5.5.1 Making a false or fabricated complaint of discrimination will be treated very seriously. Any employee who makes such a complaint will be subject to discipline up to and including termination of employment.

5.6 Confidentiality

5.6.1 Gibraltar recognizes that some employees may find it difficult to come forward with a complaint of improper treatment or discrimination and may wish such matters to remain confidential.

To protect the interests of the complainant, the person complained against, and others who report such incidents, all employees have an obligation to maintain confidentiality throughout the investigative process. Information relating to a complaint should only be disclosed to the extent necessary to carry out investigative procedures, or if corrective measures are warranted, to carry out those measures.

All statements and written materials, including notes/reports prepared by an investigator, related to the investigation of the complaint under this policy will be treated as strictly confidential. Information relating to a complaint should only be disclosed to the extent necessary to carry out investigative procedures, if corrective measures are warranted, to carry out those measures, or if legally bound to do so.

MEMORANDUM OF UNDERSTANDING NO. 4

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018
(the "Union")

RE: Mine Operations and Mill Training Memorandum of Agreement

1. Training Positions

The Company and the Union agree upon a systematic method to determining training positions through a training posting system. All training postings will be forwarded in writing to the Local Union.

Training postings will be crew specific and will set out the needs of the position and any prerequisites needed. Training postings will be specifically identified as training opportunities and will be posted on the existing job vacancy boards.

In determining who will be awarded the training opportunity the following criteria will be considered:

1. Applicant has the necessary prerequisites.
2. Seniority of the applicant.
3. Consideration of competency in current position, which includes the applicant's safety record.

The Local Union will be advised of the identity of the successful applicant. In the event that an applicant who would otherwise be awarded the training opportunity is not successful due to his safety record, the Company will meet with the applicant and a union representative to explain its decision. Any documents relied on in making the decision will be provided to the applicant and the Union. If the Union feels that the decision was unreasonable, it may grieve it.

After ratification, once an employee has applied for and completed training on a position, the employee will be required to fill a subsequent vacancy in that position provided there are no other successful applicants for the job posting. If there are multiple individuals trained, the vacancy will be offered in order of seniority, and if there are no volunteers, the junior trained employee will be put in the position.

2. Skills Profile

In conjunction with the training postings described above, the Company will post a Skills Profile document for each crew which will be displayed in conspicuous and accessible locations in Mine Operations and the Mill. This document will reflect training in progress, postings held, and qualifications of each employee on a crew. The Skills Profile shall be updated monthly and forwarded to the Local Union.

3. Lines of Progression

The Company and the Union agree that the following will be the lines of progression for training in the departments:

MILL DEPARTMENT	
Mill Operator 1	Control Room
	Flotation
Mill Operator 2	Grinding
	Moly Flotation
Mill Operator 3	SXEW
	Filter
Mill Operator 4	Mill Utility Operator
	<i>Trained in All Mill Op 5</i>
Mill Operator 5	Tailings
	Sample Bucker
	Service Operator
Mill Operator 6	Mill Labourer

MINE DEPARTMENT	
Mine Operator 1	Shovel Operator
Mine Operator 2	Driller
	Production Loader
	Blaster
Mine Operator 3	Equipment Operator
	Primary Crusher Operator
Mine Operator 4	Truck Driver
	Pit Dewaterer
	Blaster Helper I
Mine Operator 5	Truck Driver Trainee
	Blaster Helper II
	Crusher Helper
Mine Operator 6	Mine Labourer

Within the Mill, once a labourer has been fully trained on one of the Mill Operator 5 circuits, he will be paid the Operator 5 rate. Effective August 1, 2013, in order to be eligible to train on an Operator 3 position, the applicant must be a qualified Operator 4. After August 1, 2013 an

employee who has been promoted out of the Mill line of progression will have the option to take training opportunities missed in a lower position without loss of pay. After ratification, any employee bidding to be trained on a Mill Operator 1 position will have to be qualified on SXEW, or he/she will be trained to be familiar with the operations of the SXEW circuit (at least 50% of the training hours).

Within the Mine Department, blasting positions and crushing will be their own lines of progression.

An applicant can only train one operational classification beyond his/ her current classification, with the exception of truck drivers bidding on driller training positions. In the event that no applicant from the classification below the training posting applies or is qualified, other bids will be accepted.

4. Training timelines

Employees will receive a training schedule at the beginning of training. The employee scheduled in training first shall finish first, unless there are unforeseen circumstances.

Once awarded a training position, training will begin as soon as possible, depending on operational requirements. Once it has begun, training will be completed in a timely way, but no more than one hundred and twenty (120) working days unless there are unforeseen circumstances. If the individual training schedule cannot be achieved, the trainer and trainee will meet to adjust the schedule so that the goal of timely completion of training can be met.

An employee who accepts a training position will have a trial period of thirty (30) working days or 50% of the training period, whichever is less. During the trial period the employee may return to his former position at his own option; or if the employee is not proceeding satisfactorily, he will receive a written evaluation and be returned to his former position. The Union will be provided with a copy of the written evaluation. Any employee who leaves a training position at his own option cannot apply for another training opportunity for six (6) months. Once an employee has been through the trial period in the training posting process, he will not be eligible for the trial period in article 12.06 for future job vacancies.

LETTER OF UNDERSTANDING 1

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018
(the "Union")

RE: Industrial Adjustment Services

The parties agree to apply jointly for appropriate federal or provincial financial assistance in the event of layoffs of sufficient size and duration to warrant such support.

The applications will be made to the federal Industrial Adjustment Service and the provincial Ministry of Social Development, or the appropriate equivalents.

These applications will be in addition to the process set out in the agreed upon technological change language.

LETTER OF UNDERSTANDING 2

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

CANADIAN AUTO WORKERS LOCAL 3018
(the "Union")

RE: Dormant Positions

The parties agree that the following job classification is now dormant:

1. Tool Crib Attendant

The parties further agree that if the Company decides to resurrect this classification, it will be placed at the same wage levels as it had been previously.

1. In addition to the preceding proposals, the Company agrees to trial a modified 5/4, 4/5, 5/5 shift schedule across its operations for a 6-month period commencing on an agreed upon date in the second quarter of 2013, no later than May 1, 2013. At the end of the trial period, the Company will maintain the new schedule unless the new schedule has resulted in lost productivity or an increase in safety incidents. The Company agrees to meet with the Union and review productivity and safety at the end of the trial period. In the event that the Union disputes the Company's reasons for cancelling the schedule it shall have recourse to the grievance process.
2. The Company will provide the Union with a one-time payment of \$200,000 in respect of any difference between the cost of the existing CHIPS plan over and above the Company contributions made in the course of the 2007-2012 collective agreement. The parties agree that this payment is made in good faith and discharges the Company from any obligations with respect to this shortfall.
3. The Company will make a lump sum payment equivalent to 2.5% wages for all hours worked between June 1, 2012 and ratification to all active employees, less statutory deductions.
4. The Company agrees it will not introduce a random drug testing policy during the term of this Collective Agreement.
5. The Parties agree that they will unanimously recommend this Memorandum of Agreement to be ratified and accepted, and that it will form the basis of the renewed Collective Agreement.

The Company provided the Union with the following documents during the course of negotiations. These documents do not form part of the Collective Agreement.

1. Tool Replacement – Dated December 13, 2012
2. Quesnel Bus – Dated December 13, 2012
3. Counselling Letters – Dated December 14, 2012
4. Voluntary Disclosure – Dated December 17, 2012