

COLLECTIVE AGREEMENT

BETWEEN:

Mansour Mining Technologies Inc.

Hereinafter called the “Employer”
Party of the First Part

-and-

Sudbury Mine, Mill and Smelter Workers’ Union, Local 598/Unifor

Hereinafter called the “Union”
Party of the Second Part

WHEREAS by certificate issued by the Ontario Labour Relations Board dated the 3rd day of May, 1985, the Union is certified as the bargaining agent of all the employees of Mansour Mining Inc. as defined in the Ontario Labour Relations Board Certificate, save and except supervisors, those above the rank of supervisors, office staff, sales staff, security guards, and janitorial staff.

AND WHEREAS it is the intent and purpose of this Union and the Employer to further harmonious relationships between the employer and its employees

NOW THEREFORE this Agreement witnessed that the parties hereto hereby agree as follows:

ARTICLE 1-SCOPE

1.01 The word “employee” wherever used in this agreement, shall mean the employees of the Employer as defined in the Ontario Labour Relations Board Certificate, save and except supervisors, those above the rank of supervisors, office staff, sales staff, security guards, and janitorial staff.

ARTICLE 2-RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees with respect to rates of pay, hours of work, and other conditions of employment.

ARTICLE 3-NO DISCRIMINATION

3.01 Union Membership

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of his/her membership or non-membership in the Union or because of his/her activity or non-activity in the Union.

Ontario Human Rights

The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the Ontario *Human Rights Code*, exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

Joint commitment in respect of harassment on the prohibited grounds under the *Human Rights Code*.

The Employer and Sudbury Mine, Mill & Smelter Worker's Union, Local 598/Unifor are committed to providing a positive environment for staff, free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario *Human Rights Code*.

Where a bargaining unit member complains of harassment, as defined by and within the meaning of the Ontario *Human Rights Code*, on any of the grounds prohibited by the Ontario *Human Rights Code*, by a person other than another bargaining unit member, he/she shall bring such complaint to the attention of the Employer and of Sudbury Mine, Mill & Smelter Worker's Union, Local 598/Unifor. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complaint not be satisfied with the Employer's response he/she is entitled to file a grievance under the terms of the Collective Agreement.

Where a bargaining unit member complains of harassment, as defined by and within the meaning of the Ontario *Human Rights Code*, on any of the grounds prohibited by the Ontario *Human Rights Code*, by another Sudbury Mine, Mill & Smelter Worker's Union, Local 598/Unifor bargaining unit member, the complaint will be jointly investigated by the Unit Chair (or designate) and a Company representative. Such investigation shall be done as promptly as possible.

ARTICLE 4-UNION SECURITY

- 4.01 (a) The Company shall, during the life of this Agreement and as a condition of each employee's continued employment, deduct an amount once monthly for each employee which in total shall equal the Union's monthly dues. Deductions will be remitted to the

Union together with a list of names of employees from whom such deductions were made on the 15th day of the month following each monthly deduction.

- (b) If no deduction is made from any pay for reason solely of the employee being away on vacation, that deduction will be made from the next pay to such employee.
- (c) The amount of Union monthly dues currently in effect in accordance with the Union's Constitution shall be certified by the Union to Company by letter signed by the President or Financial Secretary of the Union. The Union shall notify the Company in writing of all changes. Changes in Union dues will take effect on the next dues deduction, provided there is at least fifteen (15) days notice.
- (d) Upon ratification of the collective agreement, the Employer will supply the Union with the classifications and names, addresses and the phone numbers of all employees of current bargaining unit employees. Thereafter, the Employer will provide the Local Union employee addresses and the hours that the employees have worked, two times per year.
- (e) It is mutually agreed that arrangements will be made for a Union representative to interview each new employee on the day of orientation or once during the first week of employment for the purpose of advising such employee of the existence of the Union and his/her rights and obligations.
- (f) Access to Personnel File
Upon a written request given at least one (1) week in advance, an employee shall have access to review his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall take place following the employee's shift at a mutually agreeable time in the presence of the manager or his designate. The Employee may have a Union Committee person/steward present upon his/her request. It is understood and agreed, however, that the employee is not entitled to see job references.

An Employee who is subject to formal disciplinary action, which is to be recorded in the Employee's personnel file shall be entitled at his/her request to have a Union Committee person present at the time such discipline is given.

In the normal course, the Employer will advise the Union Chairperson, or in his/her absence, a Union Committee person or steward, in advance that the meeting is anticipated to be disciplinary in nature and will further generally advise of the nature of the alleged offence(s), except where the credibility of the Employee may be a factor. It is understood that the Employer's failure to disclose such information in advance of the meeting will not nullify otherwise meritorious discipline.

- 4.02 (a) There shall be no contracting-out of work to persons not covered by this Agreement when, such work can be performed by bargaining unit employees. The Union recognizes however, that there currently exists some contracting out which it accepts on the express warranty of the Company that there will be no increase in the areas contracted out.

In the event the employer foresees an increase in contractors from the current level, the employer will meet with the Union to discuss the matter for agreement.

- 4.03 The employees shall elect one steward and one safety representative for every shift in operation at a worksite of the Employer. The Employer shall be notified of such steward and Safety representative within two (2) weeks of his election. The Company agrees to meet with the said Safety Representative on a monthly basis.
- 4.04 (a) The Union acknowledges that the Union committee members and stewards have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union committee member or steward to leave work to attend to Union business in order to deal with complaints and/or violation of the Collective Agreement, the Union committee member or steward may so leave work without loss of pay for his or her regularly scheduled hours of work to attend to Union business providing that all of the following conditions are met.
- (i) Such business must be between the Union and the Company;
 - (ii) The time spent shall be devoted to the prompt handling of the Union business;
 - (iii) The employee concerned shall obtain the permission of the supervisor or designate, before leaving the employee's work place, provided that such permission shall not be unreasonably withheld. Upon completion of the employee's business, the employee will then return to the employee's regular dutie
 - (iv) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (b) Meetings between the Employer and the Plant Chair or Steward will be limited to thirty minutes on matters such as grievances or workplace issues with no loss in pay. Such time may be extended at the discretion of the employer. All other released time is without pay.
- (c) Pay Continuance
The Company agrees to pay Bargaining Committee members while attending Union business. The Union will reimburse the Company the cost.
- 4.05 Health and Safety Representatives will not suffer any loss of regular straight time earnings and bonuses (bonus will be paid based on the individual's prior month's daily average) for meetings conducted on Mansour Mining premises as part of the Joint Health and Safety Committee structure. In addition, Health and Safety Representatives not to exceed three (3) representatives will be released for a maximum of one day, once per quarter to attend Union educationals and training. With regards to the quarterly release the Health and Safety Representatives will be released on a rotating basis. Such release time is with pay.
- 4.06 Company Duties
The Company is committed to taking all reasonable precautions to protect the health and safety of all workers. The Company shall comply with all applicable health, safety and environmental legislation and regulations in effect on the effective date of the agreement, as a minimum standard.

4.07 Joint Health & Safety Committee

- (a) A Joint Health & Safety Committee shall be established which is composed of a minimum of two union members chosen by the Union. At no time shall the number of Company committee members be allowed to out-number the amount of union committee members.
- (b) The Union co-chair shall be selected by and from the members of the union side of committee. One co-chair shall be a Union member; the other shall be a Company member.
- (c) Without limiting the generality of the foregoing, the committee shall
 - (i) determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
 - (ii) recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - (iii) consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
 - (iv) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin board.
 - (v) have access to and promptly receive copies of all reports, records and documents in the company's possession or obtainable by the company pertaining to health & safety.
 - (vi) Time spent by members of the committee in the course of their duties, as defined in the Occupational Health & Safety Act, shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
 - (vii) The Union health & safety committee shall meet without company representatives for at least one hour prior to the committee meeting. This time is considered worked time and shall be paid accordingly.

4.08 Right to Refuse

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs in the workplace advising them of this right.
- (b) When a worker exercises his or her right to refuse, he or she shall notify the supervisor who shall promptly notify the Union Co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.

- (c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the Co-chair and refusing worker.
 - (d) If the Union Co-chair and the Supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
 - (e) No Employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting on compliance with the *Act* or the regulations.
- 4.09 Accident and Incident Inspections
Every injured or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The Company shall report to the JHSC such investigation.
- 4.10 Education and Training
- (a) No Employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction. Such training shall include chemical hazard training.
- 4.11 Disclosure of Information
The Company shall provide employees with WHMIS training as defined by the *Occupational Health & Safety Act* and readily make available MSDS documentation for all products as defined under R.R. O. 1990, REGULATION 860 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEMS (WHMIS)
- 4.12 Right to Accommodate Inspectors
The Union Co-chairperson or designate shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector out of earshot of any other person.
- 4.13 Lockout and Machine Guarding
The Company shall ensure that all equipment is able to be properly locked out and guarded. The JHSC shall review lockout and test procedures and machine guarding program at monthly meetings. All employees who may be at risk will receive training specific to their job.
- 4.14 Employment of Disabled Workers
The Company acknowledges its duty to accommodate disabled workers under the *Ontario Human Rights Code*.
- 4.15 First Aid Attendants
The Company will provide First Aid as per WSIB Regulations 1101, Article 10 and will ensure there is a worker holding a valid St. John Ambulance Standard First Aid certificate or its equivalent on each shift.
- 4.16 Injured Workers Provisions
An Employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at their regulate rate of pay. Such Employee shall be provided with transportation to their doctor's or hospital and to their home.

4.17 Working Alone

The Company will ensure that there are reasonable safeguards in place should an employee be required to work alone. Such safeguards will be discussed and agreed to at the monthly JHSC meetings.

ARTICLE 5- MANAGEMENT RIGHTS

5.01 The Union agrees that the Employer has the exclusive rights to manage the offices, to direct the working forces, to hire, promote, transfer, lay-off, and to discipline, suspend, or discharge employees for just cause, provided however, that the Employer agrees that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 6- NO STRIKES-NO LOCK OUTS

6.01 There shall be no strikes or lockouts as defined in the Ontario Labour Relations Act R.S.O. 1995, currently in force so long as this Agreement continues to operate.

ARTICLE 7- ADJUSTMENT OF GRIEVANCES

7.01 Should any difference arise between the Employer and the Union or any of the Employees as to the interpretation, application, administration, or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

STAGE ONE

The Employee concerned accompanied by the Union Steward employed by the Employer, or a Union representative, may within seven (7) days of the alleged grievance, take the matter up with the designated management, who shall give an answer within seven (7) days. Should the employee feel that this grievance has not been satisfactorily settled, then:

STAGE TWO

The Employer will request from the Union within 14 days of receiving the request for a Stage Two hearing, a time to meet to discuss the matter. The Steward and/or Business Agent of the Union (or his designate) will on behalf of the employee present the grievance, in writing, to the Employer (or his designate) and one other, shall discuss the matter of grievance. The Union and the Employer shall hear the grievance within 30 days from the date the Union received the Stage One response of the Employer. The Employer shall give his decision in writing, not later than seven (7) days after the written presentation has been given to the Employer. If a satisfactory settlement of the grievance is not reached, it may then be dealt with as hereinafter provided.

MEDIATION STAGE

Should the parties to this agreement fail to resolve any issues under the grievance procedure; either party can request of the other party that the matter be referred to mediation resolution. Upon agreement, the mediator will be selected that is agreeable to both parties. The parties further agree that any decision reached by the mediator is final and binding and said decision is not precedent setting. The mediator shall render the decision in writing within 30 days from hearing the matter before them.

7.02 ARBITRATION

Should the Employer and the Union fail to reach an agreement upon any grievance dealt with by them, then either party may refer it to Arbitration. The Union and Employer agree that a grievance under this section will be scheduled before an arbitrator within 90 days of the response by the Employer.

The parties to this Agreement further agree that should a grievor appeal to the Local Union or the National Union, the manner in which his grievance was disposed of, the time period outlined in the previous sentence is suspended until it has been determined by the Union appeal process. The Union will advise the Employer when such an appeal has been initiated. The Union will take all reasonable efforts to determine the outcome of the appeal and will, after three months, advise the Employer of the procedural status of the appeal.

The Arbitrator shall be selected in rotation from the following panel who, has the earliest availability by the parties, who shall meet within 5 days of giving notice to the other party:

Douglas Stanley
Tim Sargeant
Barry Stephens

Vic Pathe
Joe Carrier

The Arbitrator shall hear the evidence of both parties and shall render his decision within seven (7) days of the completion of the taking of such evidence. The decision of the Arbitrator shall be final and binding on both parties. It is understood and agreed that the Arbitrator has no authority to alter, modify, or annul any part of this Agreement. Each party shall pay one half of the fees and expenses of the Arbitrator.

GENERAL

- 7.03 The time limits mentioned above may be extended by mutual agreement of the parties and days are to be interrupted as calendar days.
- 7.04 Any differences arising directly between the Employer and the Union as to interpretation, administration, or alleged violations of this Agreement shall be submitted by either party to the other at Stage Two of the grievance procedure within five (5) days of the occurrence of the grievance.
- 7.05 In the case of a wage grievance, the matter shall be taken up within seven (7) days after the employee receives his or her pay cheque for the period in which the grievance occurred.
- 7.06 In the event that any employee who has completed his probationary period is discharged from his or her employment and believes that his/her discharge is without just cause, such discharge may be taken up at Stage Two of the grievance procedure within (7) days. In the event that it should be found that an employee has been discharged without just cause, such employee shall be reinstated to his/her job without loss of seniority and such employee shall be compensated for all time lost.
- 7.07 For the purpose of Stage One and Stage Two, it is agreed that should one of the parties fail to respond to a grievance within the required timetable, the following will be considered:
- (a) Should the Union fail to respond, the grievance will be considered abandoned;
 - (b) Should the employer fail to respond, the grievance will succeed on its' merits

Extension to the time limits will be in accordance to Article 7.03 if the agreement, notwithstanding 5.48 (16) of the Labour Relations Act.

- 7.08 The Employer will not issue out disciplines after 30 days from the violation of the Company policies. The Company may request an extension to complete its investigation before the 30 days. Such request will not be unreasonably denied by the Union.

ARTICLE 8- SENIORITY

- 8.01 Seniority is the principle of granting preferences to the senior employees for promotions, demotions, lay-offs and recall after lay-offs in accordance with length of employment.
- a) In the event that the Company shall hire new employees on a preferred shift or create a preferred shift (being steady days, steady afternoon, or steady graveyard), the senior employee shall be given the opportunity for the preferred shift or new job, provided the employee is qualified to perform the normal requirements of the job.
- 8.02 In all cases of the filling permanent job vacancies, demotions, except disciplinary demotions, lay-offs, and re-call after lay-offs will be based upon the following factors:
- a) Seniority;
- b) Qualified to perform the normal requirements of the job.

In the judgement of the Employer, which shall not be exercised in a discriminatory manner as set out in Article 3.01, where factor (b) is relatively equal between two or more employees, then seniority shall govern.

In cases of all shift transfers, seniority shall be taken into consideration. The Union shall have the opportunity to suggest alternative solutions, up to one week after being notified of the transfer. Examples of such alternatives suggestions must be of a similar qualification in order to minimize training thus facilitate a smooth transition and minimal effort to production.

Such suggestion shall not be unreasonably denied. The affected employee will also be given 4 weeks notice before moving.

8.03 PROBATIONARY PERIOD

An Employee shall be on probation for the first 90 (ninety) working days of his or her employment plus an additional 30 (thirty) working days, if requested by the Company and is agreed upon by the Union. This request will be made by informing the Union Steward within 10 (ten) days of completion of the first 90 (ninety) working day period. If the probation period is extended beyond 90 (ninety) working days the labourer's rate of pay will apply after the 90 (ninety) working day period. Should the employee become a full-time employee after the probation period of 120 (one hundred & twenty) working days he/she will be reimbursed for qualifying benefit costs incurred during the last 30 (thirty) working days of his/her (probation) period.

During the probation period an employee shall have recourse to the grievance procedure, except for reason of discharge. Upon completion of the probation period, the employee's seniority shall be computed from the first day of employment. The probation period shall be temporarily

suspended if an employee is off work for any reason and shall not resume until such time as the employee has returned to a full-time work schedule.

8.04 SENIORITY LISTS

A list showing that the seniority dates for each employee will be prepared and maintained by the Employer. The list shall be revised by the Employer and brought up to date at least once during each three (3) month period and posted, and a copy shall be forwarded to the Union. Employees shall have thirty (30) days to challenge the revisions on the seniority list which may be the subject of a grievance, however, after such thirty (30) day period in the absence of challenges, the seniority list as posted shall be deemed to be correct.

8.05 LAY-OFF NOTICE

- (a) A Lay-Off shall be defined as an interruption of employment due to the lack of work. In the case of a permanent lay-off, as defined in the Employment Standards Act, 2000, a full time employee shall be given one (1) week notice for every year of seniority to a maximum of eight (8) weeks, except in emergency shut-downs, in which case no notice will be given. Emergency shutdowns shall be defined to mean shutdowns caused by electrical, mechanical or similar breakdowns, which interrupt the normal course of business. In such cases of emergency shutdown, the Employer shall make all reasonable efforts to rectify the breakdown so that regular production and maintenance can resume as soon as possible.
- (b) In all cases where an emergency breakdown or shut-down, other than matters covered by the Occupational Health and Safety Acts, R. S. O., currently in force, the employees that work at such time, if sent home by the Company, will receive four (4) hours pay, or time worked, whichever is greater. If the employee has worked more than four (4) hours and is sent home by the Company, he will receive eight (8) hours pay at his regular hourly rate as set out in Schedule "A".
- (c) In all cases where an emergency breakdown or shutdown occurs it will be the responsibility of the Employer to contact the oncoming shift before the start time. If such is not done, the employee shall receive two (2) hour's pay at his regular hourly rate as set out in Schedule "A".
- (d) It is the responsibility of the employees to provide the Company with their current address and telephone number. Failure to do so, notice to their last recorded address or telephone number will be deemed to have been received by the employee.

8.06 SENIORITY IN RECALL

- a) An employee who is laid off for lack of his work shall have recall rights as follows:
 - i) 0-1 year of seniority- twelve (12) months
 - ii) More than one (1) year of seniority- twenty- four (24) months

Such employee shall be entitled to recall before any other permanent help is hired, provided that such employee makes himself available within fourteen (14) days after the mailing of a notice to return to work, which notice shall be sufficient if sent by

Registered Mail to the employee's last address recorded with the Employer. It is further agreed that pay notices required elsewhere under this Collective Agreement and sent to the employee's last recorded address with the Employer shall be deemed conclusively to have been received by the employee concerned.

- (b) In the event that an employee receiving such recall notice signifies a reason acceptable to the Employer for not being able to report to work within fourteen (14) days the Employer shall accept such employee without loss of seniority privileges.
- (c) Employees who are lay-off shall have preference to any existing part-time or casual work, which is available provided that such employee can perform the normal requirements of the job.
- (d) An employee who is on lay-off and does not accept such part-time or casual work shall be placed on the bottom of the list for future part-time or casual work.
- (e) These recall rights do not apply to any employee, either full-time or part-time, who was laid-off or dismissed during his probationary work period.

8.07 BREAK IN SERVICE

A break in service shall deem to have occurred and an employee's employment shall cease if he:

- (a) Quits
- (b) Is discharged and such discharge is not reversed through the grievance procedure
- (c) Fails to return to work after completion of a leave of absence which has been granted by the Employer unless a reason acceptable to the Employer is given by the employee for his inability to return
- (d) Utilizes a leave of absence for purposes other than those for which the leave was granted
- (e) Is away from his work for more than three (3) consecutive working days without notice to the Employer or without proper leave of absence. In either the case of notice or the request for leave of absence the Employer shall not be unreasonable in granting the employee time off.
- (f) Is laid off for a continuous period greater than that set out in Article 8.06 (a) above.
- (g) Is absent due to illness or accident for a continuous period in excess of recall rights as set out in 8.06 above

ARTICLE 9-TRANSFER

- 9.01 If an employee is transferred to a lower rated job in lieu of layoff or the employee requests a lower rated job, he will receive the rate of the job to which he is transferred.
- 9.02 An employee who is transferred to a higher rated job for four (4) hours but greater than 1 hour shall receive the higher rate for all normal shift hours. Employees, who are transferred to a higher rated job for less than four (4) hours, shall receive the higher rate for time worked on the higher

paid job. This clause does not apply where an employee has requested to be transferred to a lower paid job. Employees operating a qualified machine on overtime will receive machine operator's rate.

9.03 If the Employer assigns a lower in seniority Employee to a higher rate of pay work over an Employee who is of a higher seniority, the Company will pay all above the lower seniority worker that is transferred to the higher pay job the high wage as well.

9.04 Shift Rotation

In the event that an Employee is required or requests to switch shifts on a short term basis, that Employee shall not bump any worker from the cross shift, but shall be considered a labourer's position.

ARTICLE 10-LEAVE OF ABSENCE

10.01 In accordance with the requirements of the operation, the Employer will upon request by the Union, made one (1) week in advance, grant leave of absence (not exceed 21 days) for one (1) employee for every six (6) employees to a maximum of three (3) employees, who may be elected to attend the convention or conferences of the Union.

10.02 The Employer shall on application of the Union, given two (2) weeks in advance, or such lesser period which is acceptable to the Company, grant leave of absence to any employee who may be selected to fill an office or act in any capacity for the Union, such request shall not be unreasonably withheld.

10.03 The Employer also agrees to consider requests for leave of absence by any employee for any other legitimate reason.

10.04 Such granted leaves shall be in writing and signed in triplicate by the Employer and the employees. One copy shall be retained by the Employer, one by the employee, and one copy forwarded to the Union.

10.05 Such granted leaves shall be without pay and leaves of absence for Union business shall not cause any loss of seniority rights. Benefits shall cease on any leave of absence greater than thirty (30) days except leaves of absence for Bereavement in which benefits shall cease after sixty (60) days.

10.06 Alcohol and drug related addictions are recognized as an illness where they are confirmed by and under the care of a medical doctor, and if so, the employer shall not refuse to grant a leave of absence solely on the reason the employee is incarcerated for drug and/or alcohol related addiction offences up to a maximum of 120 days. The Union and Company agree to discuss drug and/or alcohol related addiction offences and such 120 day period may be extended by mutual agreement between the Union and the Company, and such leave may not be unreasonably denied. The Employer agrees to co-operate on all temporary absence and intermittent sentence programs.

ARTICLE 11-HOURS OF WORK

11.01 (a) The workweek shall be Monday to Friday. The regular work week shall consist of forty (40) hours per week consisting of regular work shifts of either eight (8) hours (times 5 days) or ten (10) hours (times 4 days) or any other arrangement mutually agreed to by the Employer and the Union.

- (b) In the event the Employer requires employees to work on Saturday and/or Sunday, it will offer to all employees, beginning with the senior employee, an opportunity to change their work schedule to include Saturday and/or Sunday, without overtime pay. The employee shall have the right to refuse such opportunity.
- 11.02 (a) All time worked in excess of the regular shift in one (1) day shall be paid at a rate of time and one-half (1 ½) except in circumstances where the employee is making up for lost time or banking for future lost time which he has requested to a maximum of ten (10) days per year.

Banking Time Policy

Where an employee is making up for lost time and/or banking for the future lost time the total hours worked in a week cannot exceed 44 hours of work. Furthermore, the employee cannot make up for more than 4 hours per shift (maximum of a 12 hour shift permitted) for lost time and/or banking for future lost time. An employee can make up for lost time and/or banking for future lost time, when the work is available and required as determined by management.

- (b) All time worked in excess of forty (40) hours in a workweek shall be paid for at a rate of time and one-half (1 ½).
 - (c) The Employer agrees to pay the following shift premiums:
 - (i) Effective Upon Ratification
 - Afternoon shift \$0.75/hour worked
 - Graveyard shift \$1.00/hour worked
 - Underground work \$3.00/hour worked

Shift premiums shall be paid as if part of an employee's regular hourly rate.
 - (d) Underground workers will follow the same shift schedule as the mine site they have been assigned to. Overtime will be calculated as per Article 11.02(b) of the Collective Agreement.
- 11.03 (a) Overtime work shall be distributed as equally as practicable among those employees who would normally perform such work within their respective first line Supervisor's group, or in their particular work place or area. It shall first be offered to employees having worked 40 (forty) hours in the previous week. An employee excused from working overtime shall be regarded as having been given an opportunity to work overtime for the purpose of this provision. Records of such amounts of overtime worked and of declined opportunities shall be made available for inspection by an employee concerned on request.
- (b) It is understood that an employee temporarily promoted to a job excluded from the bargaining unit is not entitled to share in the distribution of overtime work, and is excluded from working overtime in any bargaining unit job on any day that he is temporarily promoted.

11.04 If an employee is called out to work for a reason other than his regular shift, he shall be paid a minimum of four (4) hours pay at his regular rate or one and one-half (1 ½) times his rate of pay,

whichever is greater, except if the call-out is immediately prior to and continues into the employee's regular shift, the employee shall receive time and one-half (1 ½) for all hours worked prior to the commencement of his regular shift.

ARTICLE 12-WAGES

12.01 Payday is to be the Friday of every week and may be by direct deposit.

ARTICLE 13-REGULAR VACATIONS

13.01 All permanent employees shall be entitled to annual vacation as follows:

Having completed one (1) year of employment—two (2) weeks

Having completed five (5) years of employment—three (3) weeks

Having completed ten (10) years of employment—four (4) weeks

Having completed eighteen (18) years of employment—five (5) weeks

Having completed twenty-five (25) years of employment—six (6) weeks

13.02 Employees will receive two (2) percent of his or her total earnings from the previous calendar year, for each week of holidays earned in that previous year, in accordance with Section 13. 01. Vacation pay will be paid on regular pay runs and will be electronically deposited. If requested three (3) weeks prior to being taken, vacation pay will be paid prior to being taken.

13.03 Choice of regular vacation dates will be granted to the employees on the basis of:

- (a) The seniority of the employee
- (b) The efficiency of the Employer's operation

13.04 Vacation Scheduling

A vacation request schedule will be posted on the Bulletin Board in January of each year indicating the amount of vacation time each employee has earned from the previous year. The employees will have to submit their choice of vacation by June 1st. If an employee does not indicate any preference by June 1st, the Company will assign the vacation time and vacation pay will be issued accordingly. Any changes will require Company approval and will not extend after November 30th.

13.05 Vacation Re-Scheduling

When an employee or employer requests a change in his employee's posted vacation, this change must be agreeable to both parties and a vacation re-schedule form to be completed and authorized by the employer, employee and union representative.

ARTICLE 14-PAID HOLIDAYS

14.01

- a) The Employers agrees to observe the following paid holidays:
- | | |
|------------------|--------------|
| New Year's Day | Victoria Day |
| Good Friday | Dominion Day |
| Thanksgiving Day | Labour Day |
| Christmas Day | Boxing Day |
| Civic Holiday | Family Day |

Holiday pay under this section shall be equal to the employee's regular day's pay (i.e., 8 hours, 10 hours or 12 hours).

- b) "Qualifying day" means an employee's last scheduled workday or shift before or first scheduled work day or shift after a holiday.

14.02 An employee who is required to work on a holiday shall be paid for work so performed at the rate of two and one-half (2 ½) times his hourly rate but if he fails to report for such required work he shall not be entitled to any pay in respect of that holiday.

14.03 An employee who

- a) Is employed by the Company beyond his probationary period;
- b) Has worked or was on vacation in the 30-day period immediately preceding the holiday;
- c) Works on both qualifying days shall if he is on vacation or if the Company does not require him to work on such holiday be paid at his hourly rate based on his regular shift. If a holiday falls within an employee's scheduled vacation he shall be given, if entitled as per a, b, and c above
- (i) Pay based on his regular shift, or
- (ii) If mutually satisfactory to the Company and the employee, and extra day off in lieu thereof. If the employee does not use such extra day off within a period of three months from the date of such holiday, he shall receive pay based on his regular shift
- (d) An employee who is not entitled to such holiday pay by reason of his absence from work on the holiday or on either qualifying day shall nevertheless be entitled to such holiday pay if his absence was due to:
- (i) Leave of absence of jury duty or by reason of being subpoenaed as a witness; or
- (ii) Leave of absence by reason of death in his immediate family. "Immediate family" shall mean spouse, child, mother, father, brother, sister, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, son-in-law, daughter-in-law; or
- (iii) Illness or accident which requires him to be absent for 5 or more consecutive days which absence is supported by a doctor's certificate to that effect.

- (iv) A leave of absence requested five (5) working days prior to the Holiday and granted by the Company, which does not interfere with the efficient operation of the plant.

14.04 If any event that any of the above holiday fall on Saturday or Sunday, the day so declared as a holiday in lieu thereof shall be recognized as the Holiday and the straight time or double time and one-half shall apply.

14.05 The Employer agrees to observe any statutory holidays at regular pay that the government may declare beyond the ones in Article 14. 01.

ARTICLE 15-BENEFIT PLANS-Full Time Employees Only

15.01 The Employer agrees to pay 100% of the premiums of the following insurance plans on behalf of all full-time employees who have completed their probationary period excluding students, part-time and casual employees:

- (a) Drug Plan – Effective upon ratification- Four Thousand Dollars (\$4,250.00) per family, and Two Thousand, Seven Hundred and Fifty (\$3,000.00) per single per calendar year.
- (b) Life Insurance Plan / Accidental Death and Dismemberment
- (c) Dental Plan – the Employer agrees to pay one hundred (100%) of the cost of the Dental Plan. The current \$25.00 single, and \$50.00 family deductible to remain.

Effective on ratification, the 2013 ODA rate

Effective on January 1st, 2015, the 2014 ODA rate

Effective on January 1st, 2016, the 2015 ODA rate

Re: maximum limit \$2200.00 per year

- (d) Vision Care – The Employer agrees to pay one hundred (100%) percent of the premium cost of the Vision Care Plan. Effective on ratification, and upon acceptance by carrier, increase Vision Care from \$220.00 to \$250.00 not more than once every two (2) years per family member. In addition, the Employer will provide a reimbursement of a maximum of \$200.00 for replacement of prescription safety glasses once every year if damaged in the workplace.

The Company agrees to pay the cost of eye exams for members and dependents over the age of 19 every 24 months.

- (e) Long Term Disability – The L.T.D will commence after the 104th day.
- (f) Boot Allowance – \$75.00 per pair of boots as required .

15.02 It is understood that the Insurance Companies for the above mentioned Plans are the sole administrators of the said Plans. It is understood that the Employer may at any time substitute another carrier for any Plan (other than O.H.I.P) provided the benefits are equal to or better than those currently in place.

15.03 The Employer's contribution to the above Plans shall cease when:

- (a) An employee is on strike;
- (b) An employee is laid off;
- (c) An employee is terminated;
- (d) An employee is absent on sickness or accident in excess of eighteen (18) months.

ARTICLE 16-BEREAVEMENT LEAVE

- 16.01 (a) The Employer shall grant to an employee requiring leave by reason of death in his or her immediate family, wife, husband, child, mother, father, brother or sister up to three (3) consecutive working days for the period between the death and burial with pay at his or her regular rate.
- (b) The Employer shall grant to an employee requiring leave by reason of death in his or her immediate family, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, up to three (3) consecutive working days for the period between the death and burial, without pay.
- 16.02 The Employer will not unreasonably withhold his permission to grant additional time off without pay if such request is made in writing and providing the employee shows sufficient reason for such request.

ARTICLE 17-CHRISTMAS GIFT

- 17.01 A Christmas gift of \$70.00 will be paid, on or before December 21st of each year, to all full-time employees actively in the employ of the Employer.

ARTICLE 18-GENERAL

18.01 Bulletin Boards

The Employer agrees to provide space to allow the Union to post notices for meetings or Union activities.

18.02 Rest Periods

Employees will be granted two (2) 10 (ten) minute rest periods per day and a 20 (twenty) minute paid lunch period each day.

The employees must take the lunch and the rest periods in designated areas.

18.03 Closure

Effective April 1st, 2005 should the employer close any of its operations, it shall pay to the permanent employees affected a severance equal to one week's pay for each year of service.

18.04 Jury Duty

Any employee who is required to serve a Jury, act as a Crown Witness, shall be paid the difference between the amount paid for such service and his regular hourly rate for the time lost

from his regular work shift by reason such service to a maximum of three (3) weeks effective January 1, 1996.

ARTICLE 19-WAGE RATES AND ADJUSTMENTS

- 19.01 The hourly rates of pay and the classifications are set out in Schedule “A” attached hereto and forming part of the Collective Agreement.
- 19.02 The Employer may require lead hands from time to time, therefore the Employer shall appoint employees to assume the responsibilities of lead hand in accordance with the requirement of the operation. Employees thus designated by the Employer shall receive an allowance of One Dollar (\$1.00) per hour worked and Operator’s rate of pay. In making such appointments, the Company shall have regard to the senior employee who, in its opinion, is most qualified to do the work. In making such appointments, the Company shall not act in an arbitrary manner. Lead hands required for underground work will receive an allowance of \$4.00/hour in excess of the under-ground work rate.

Lead hand shall not discipline union Employees.

Lead hands are not considered part of the top 5 in seniority as per Article 19.03(a).

19.03 SCHEDULE “A”
NEW CLASSIFICATION ON RATIFICATION

- (a) Machine Operator
- (1) Landis Operator
 - (2) Rockbolt Saw Operator
 - (3) Rebar-Cutter Operator
 - (4) Forge Machine Operator
 - (5) Roll Thread Operator
 - (6) Heavy Truck Driver
 - (7) Washer Plate Machine Operator
 - (8) Spiral Vent Pipe Roller Machine Operator
 - (9) Cable Bolt Machine Operator
 - (10) Cut Down Machine
 - (11) Vertical Threader
 - (12) Split Set Machine
 - (13) Cutting Matte Hooks
 - (14) Loader Operator
 - (15) Fork Lift Operator
 - (16) Full Automated Pin Nut Machine Operator
 - (17) Weld cell
 - (18) Roll form
 - (19) Angle iron cutter

In order to qualify as a machine operator, the employee must be able to set and adjust the equipment and perform the normal requirements of the job in the judgement of the Employer which shall not be used in a discriminatory manner.

Employees operating qualified machines will receive operator’s rate and the five (5) senior employees per shift who normally would received operator’s rate will be paid

machine operator's rate regardless of the job assigned unless they request labour rated work.

- (b) Welder/Layout Person, Plateshop Fabricator/Layout Person hereinafter referred to as "B" Welder
- (c) Labourer- Any other machine or job not specified herein
- (d) Probationary Employee

19.04

	April 1 st , 2014	April 1 st , 2015	April 1 st , 2016
Welder "B"	\$24.87	\$25.24	\$26.75
All position CWB (Stick and Mig) (more than 5 years experience)	\$22.75	\$23.09	\$23.55
All positions CWB (Stick and Mig) (less than 5 years experience)	\$20.15	\$20.45	\$20.86
Machine Operator	\$18.18	\$18.45	\$18.82
Labourer	\$16.42	\$16.67	\$17.00
Probationary Employee	\$13.94	\$14.15	\$14.43

19.05 Pension Plan

The Employer shall pay the following amount on behalf of each full time employee to a Pension Plan as selected by the Union to the Employer in writing and as follows:

Every employee whose seniority is greater than two years shall receive from the Employer a Pension Plan Contribution equal to \$0.82 (eighty two) cents per hour for each hour worked during the life of this Agreement.

At the written request of an employee, the employer will deduct additional amounts for Pension Plan Contributions from the employee's net pay and submit along with the regular monthly amount to the Pension Plan contribution as selected by the Union.

The Employer shall make the payments to the Pension Plan in the month following the month it was earned, with a copy of the contribution forwarded to the Union setting out the employee's name and the amounts paid.

For the purposes of the Pension Plan only, hours worked shall include absences due to Paid Holidays, Vacations, Sickness, or Accident for the period of time the employee is hospitalized for a maximum of thirty (30) days.

ARTICLE 20-PART TIME EMPLOYEES

20.01 Part-time employees shall enjoy the same wage schedule that is enjoyed by the full time employees. The Employer agrees not to hire part-time employees if they exceed to ratio of 1 to 5 compared to full time employees.

- (a) If a full time employee requests to become a part time employee for the purpose of going to school, college, or university, this request shall not be denied.

- (b) Full time employees who transfer to part time employment to attend school, will be able to return back to full time employment.
 - (c) Part time employees shall be offered no less than 16 hours of work per week. (This must be in 8 hour blocks).
 - (d) Full time employees transferring to a part time status to attend school, and return to full time status shall not lose any seniority.
 - (e) Part time hours are to be determined in regards to the availability of the worker.
 - (f) Under this clause, the following requirements and restrictions shall apply
 - (i) Only one employee on this program at a time
 - (ii) The most senior applicant shall be given the opportunity
 - (iii) Proof of enrollment in the program
 - (iv) Commitment to stay employed for three years after completion of the program
 - (v) Provide 3 months notice before commencement of program
- 20.02 Part-time employees shall have their own seniority schedule; any part-time employee who has not worked in a three (3) month period will be removed from the seniority list. Part-time seniority shall be calculated on the basis of regular hours worked, that is, one (1) year equals two thousand and eighty (2,080) hours of regular work.
- 20.03 Part-time employees will have preference to any additional full time work that may be created by the Employer before any new people are hired, provided they are qualified to perform the normal requirements of the job.
- 20.04 Wherever possible, work will be assigned to create full time positions. In particular part-time employment shall not be used to displace any full-time employee.
- 20.05 The Employer agrees to send the Union an update list, every six (6) months, of part-time employees.
- 20.06 A part-time employee who may be transferred to a full-time job will carry with him his seniority that he or she has as a part-time employee.
- 20.07 Part-time employees shall have Union dues deducted in an amount prescribed by the Union, and the Employer shall remit them to the Union as provided in Article 4 of this Agreement.
- 20.08 Part-time employees may relieve full time employees who are absent due to sickness, injury, leave of absence or vacations.

20.09 The following articles of the Collective Agreement shall not apply to part-time employees:

Article 8	-	Seniority (8.01, 8.02, 8.04, 8.05, 8.06)
Article 11	-	Hours of Work
Article 13	-	Regular vacations
Article 14	-	Paid Holidays
Article 15	-	Benefit Plans
Article 17	-	Christmas Gift
Article 18	-	General (18.03)

20.10 Part-time employees shall receive statutory holidays and vacation pay in accordance with the Employment Standards Act, 2000, currently in force.

ARTICLE 21-NON-BARGAINING EMPLOYEES

21.01 The Employer is entitled to carry six employees designated as non-bargaining unit members. Non-bargaining unit workers will not perform any unionized work except in the event of emergencies such as helping a worker to complete an order and training requirements.

ARTICLE 22-MACHINE OPERATOR TRAINING

22.01 When the Company requires that employees be trained on existing machines and such training is available by Company employees, the training shall be offered to employees on a Seniority basis, for a period up to forty (40) hours, if needed.

- (a) This clause will not apply to employees who have been offered training and refused, or who have been given training and are unable to perform the normal requirements of the job. This will not preclude an employee from training on other machines. When job training is offered to an Employee on a seniority basis, the Company will have the Employee sign that they accept/decline the job training opportunity.
- (b) This clause does not apply to newly purchased machines which do not exist in the plant and where there are employees and are qualified by the Company as per past practice. It is understood that persons hired to operate a new machine, will provided training as set out above. If the Company hires the individual who provided the training after the training is completed, he shall be treated as a newly hired employee. In the case of operators, the operator pay rate will be paid to only one person “trainee” or “trainer”
- (c) Training will be provided by a competent operator and such training will be no less than 8 hours or when declared qualified by the Employer, whichever is the greater.
- (d) The trainer, so selected by the Employer, to provide said training will provide the training without loss of regular straight time earnings and bonus will be paid based on the individual’s prior month daily average.

22.02 (a) Employees who are hired with specific skills, i.e. welding tickets, truck-driving license, etc., are responsible to keep those skills at an acceptable level. Failure to do so may result in demotion or termination of employment.

- b) The welding tests, which the company requires from time to time, shall be paid by the Company, which includes any tickets issued in respect to the tests. The time performing the tests by employees shall be with pay. By mutual agreement between the Company and the Union, employees will receive up to two (2) hours with pay as practice time before taking welding tests. Should an employee not pass his test he will be given one additional opportunity to take the test and shall be provided with two (2) hours with pay as practice time before retaking the test.

ARTICLE 23-UPGRADES/TRANSFERS

23.01 The Company agrees that before it hires anyone to fill a stock welder-flat position job, it will give consideration to current full-time employees holding a CWB stock welder- flat position ticket.

ARTICLE 24-TERMINATION

24.01 This agreement shall be effective from the 1st day of April 2014, until the 31st day of March, 2017 unless otherwise stated, and thereafter shall continue from year to year after that date unless either party gives notice in writing to the other of its intentions to terminate the Agreement or enter into negotiations for the purpose of amending this Agreement, within a period of ninety (90) days prior to the expiry date or any subsequent anniversary of that date.

24.02 If notice of intention to amend is given in writing, in accordance with the above provisions, negotiations shall commence not later than twenty (20) days after the date of such written notice and if such negotiations do not result in agreement prior to the date of termination of this Agreement, then this Agreement shall remain in effect and shall not terminate until an amending agreement is executed, or until conciliation proceedings under the Labour Relations Act of the Province of Ontario are completed, whichever occurs first.

The parties hereto have executed this Agreement this _____ day of _____, 2014.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #1

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

Should the Company acquire a new machine during the term of this agreement, the Company and the Union shall meet and discuss whether or not operators will apply.

Disagreements may be arbitrated under the grievance/arbitration procedure.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #2

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

The Company agrees to meet and discuss with the Union unusual circumstances pertaining to an employee's drug expense, which may exceed the maximum allowed by the drug plan.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31, 2017.

Signed on behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #3

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

RE: PENSION CONTRIBUTION – UNION MEMBERS ATTENDING MONTHLY MEETINGS

The Union will provide the Company the attendance hours for up to four (4) Stewards and one Executive Board member to attend monthly meetings.

The Company will contribute \$0.82 (eighty two) cents per hour per employee up to a maximum combined total of \$350.40 for all employees per year.

The Company will submit this amount the following month to the Union or its designate.

This Letter of Understanding shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #4

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

In the event of a layoff of welders and the circumstances arises that a senior welder's position is jeopardized due to a lack of underground orientation, Mansour Mining Inc. will allow the welder the opportunity to acquire the necessary underground orientation, at their own time and expense.

Upon this evidence of the completion of the orientation, the senior welder will be offered the underground work in lieu of layoff.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #5

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

REMOVED as of April 1st, 2014.

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #6

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

SENIORITY OF INDIVIDUALS ENTERING UNIT

Nothing in this Agreement shall preclude the Company from transferring any bargaining unit employee to the category of a non-bargaining unit employee; provided, however, that:

- (a) The seniority date of an individual who has never been in the bargaining unit shall be the date on which he first entered the bargaining unit;
- (b) An employee who leaves or has left the bargaining unit and re-enters within one year shall be entitled to bring his full Company service with him for the purpose of determining his seniority ranking; or
- (c) If an employee leaves the bargaining unit for more than one year and then returns or is returned to the bargaining unit, the employee on re-entering the unit:
 - (i) Will be credited with the seniority he had accumulated in the bargaining unit up to such time as he had left the bargaining unit and will again begin to accumulate seniority in the bargaining unit ; and
 - (ii) Will not be credited with seniority for the time he had been out of the bargaining unit for the purposes of Article 8.01, 8.02 and 8.04 (Seniority) until 24 months have elapsed from the date of re-entry to the bargaining unit. Following this 24 month period, seniority will then also include, for the purposes of Article 8 (Seniority), the time the employee had been out of the bargaining unit; and
 - (iii) Will not be credited with seniority for the time he had been out of the bargaining unit for the purposes of Article 8.05 (Layoff Notices) and 8.06 (Seniority & Recall) until 36 months have elapsed from the date of re-entry to the bargaining unit. Following this 36-month period, seniority will then also include, for the purposes of Article 8.05 and 8.06, the time the employee had been out of the bargaining unit.

An individual re-entering the bargaining unit shall return to the same occupational classification he held when he left, or his former occupational classification no longer exists then the individual shall re-enter the bargaining unit provided he does not displace anyone in the bargaining unit with greater seniority

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #7

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

RE: SEMI-PRIVATE COVERAGE

During the course of negotiations, both parties agreed to remove the semi-private coverage benefit to reduce premium costs to the Employer.

It is also agreed that upon signing of the collective agreement, each employee shall receive \$500.00 signing bonus.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31, 2017.

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #8

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

RE: EXCESS HOURS OF WORK AGREEMENT

The parties agree to allow the welders to work past their normal 8 (eight) hour shifts to a maximum of 12 (twelve) hours per day.

The parties agree to allow the welders to work but not to exceed 60 hours in a week.

The parties agree that all hours of work shall not exceed 60 hours in a week.

The parties agree that all hours of excess over the regular scheduled day or week is voluntary.

Either party with a two-week notice can revoke this agreement.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31, 2017,

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #9

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

During the course of collective bargaining it is understood that if a welder is being laid off due to a lack of work, they are to be offered labourer work, providing they have seniority. It is also understood the individual can refuse this work resulting in having his/her name put on the bottom of the recall list for the labourer work. The refusal of a labourer's position will not affect their recall status for their original welder's position.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #10

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

REMOVED as of April 1st, 2014.

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #11

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

Article 11.01 to be amended to allow regular work week to be seven (7) days a week operation. The members will vote on a shift preference. If a continuous shift is voted down, the Company and Union will agree to terms for a weekend shift. No one will be placed on to a weekend shift. This may necessitate the hiring of new employees.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #12

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

RE: NON-BARGAINING EMPLOYEES

The Union raised concerns during negotiations that non-bargaining employees were making deliveries to customers. In order to meet the concerns of the Union, the Company commits to having non-bargaining employees cease and desist from making deliveries of orders to customers.

This agreement shall be attached to and form part of the Collective Agreement with the term April 1st, 2014 to March 31st, 2017.

Signed on behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #13

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

PEL and Local Education Fund.

Missing the full articles

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING #14

BETWEEN

MANSOUR MINING TECHNOLOGY INC.

Herein after referred to as the Company

-and-

SUDBURY MINE, MILL & SMELTER WORKERS' UNION

LOCAL 598/UNIFOR

Hereinafter referred to as the Union

VACATION PAY on production and ATTENDANCE BONUSES/SAFETY APPAREL

Signed on the behalf of:

FOR THE UNION

FOR THE COMPANY

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