## **COLLECTIVE AGREEMENT**

# **GLENCORE CORPORATION CANADA - Raglan Mine**

## **AND**

STEELWORKERS' UNION, LOCAL 9449

MAY 1, 2022, to APRIL 30, 2027

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#### **ARTICLE 1 - GENERAL PURPOSE**

1.01 The general purpose and intention of the parties hereto are to uphold the laws and regulations in force, promote the interests of the Employer and its employees by taking a harmonious and mutually respectful approach to settling grievances between them as promptly and equitably as possible to prevent strikes and lockouts, establish working conditions, and ensure that the Employer's operations are carried out as efficiently as possible and that employee working conditions are as safe as possible.

## 1.02 Raglan Agreement

The Union and the Employer acknowledge the full importance of the Raglan Agreement with respect to recognition of Inuit community rights and compliance with the conditions set out therein.

That is why the terms and conditions set out in the collective agreement cannot, at any time, be interpreted counter to the Raglan Agreement. In the event of a dispute, the Raglan Agreement will take precedence. In the event that a new Raglan Agreement is signed, it cannot stipulate any working conditions inferior to those already set out in this collective agreement. The Employer must provide the Union with an updated copy of the Raglan Agreement and any future amendments.

#### **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the Employer has the exclusive right to manage and operate its facility, machines, and equipment and to conduct its business as it sees fit, subject to restrictions imposed by law or by this collective agreement, with the Employer retaining all privileges not specifically relinquished or restricted under this agreement, including, without limiting the generality of the foregoing, the right and power to:
  - a) Maintain order, discipline, and performance
  - b) Hire, dismiss, lay off, classify, direct, assign, promote, transfer, and suspend employees or impose disciplinary measures for just and reasonable cause, subject to the right to grievance
  - c) Establish, revise, and amend the regulations governing employees
  - d) Judge the qualifications of employees to meet the normal requirements of a classification in accordance with Appendix B.

For the purposes of this agreement, the term "qualifications" refers to academic training or work experience, whereas the term "requirements" means the qualifications, skills, abilities, and experience required by the Employer to occupy a position and that, in relation to the position, are sufficient to produce the expected result

e) Direct employees' work, set weekly and monthly work schedules, and determine how operations are maintained, coordinated, and located, how work is distributed, how many employees are required, which work and production methods to use, the rates and methods of remuneration, team assignments, when operations should be extended, restricted, increased, scaled back, or stopped, and any other matter regarding the Employer's operations, subject to the provisions of this collective agreement

## 2.02 Subcontracting

a) The Employer's policy is to use sound management to ensure and maintain the highest level of profitability for its departmental operations, when possible by prioritizing the use of its own employees to carry out regular work. Therefore the Employer will give preference to its own employees over subcontractors and will avoid layoffs if its employees have the skills and qualifications needed to carry out the regular work. Refer to Appendix D.

It is understood that the Employer may contract out work it does not have the necessary equipment to perform should said work have to do with construction, development, or exploration projects or if it does not have the specialized employees needed. The act of subcontracting such work must not result in the layoff of regular employees.

Every month the Union president or an officer may meet with the department superintendent to discuss the situation and the number of subcontractors in the department. Similarly, on a monthly basis, the department superintendent must send the Union president or an officer the list of subcontractors in place by trade and specify the nature of the work they have been assigned.

When subcontractors occupy dayshift positions for the purpose of carrying out regular work, the Employer must give precedence to employees on the same work schedule, provided that in doing so operations remain efficient. However, seniority must be taken into account when applying this rule.

Employees who wish to avail themselves of this right must do so in writing to the department superintendent before the end of their previous rotation. To facilitate this, the Employer agrees to post full schedules for each trade at least two (2) months in advance. Employees must then agree to the potential impacts this change may have on their compensation.

## Example

A salaried employee working the night shift in a similar job in the same department as a contractual worker will be given priority for an equivalent dayshift job.

b) The ratio of subcontractor hours must not exceed twenty percent (20%) of the total hours worked, as calculated below:

Percentage of hours: 
$$\frac{(1) \text{ Total subcontracted hours}}{(2) \text{ Total Glencore hours worked}} \times 100$$

- (1) Total number of hours worked by subcontractors (time card): all hours worked in regular time and overtime by subcontractors on regular tasks normally performed by members of the bargaining unit, including development hours performed by contractors in mineralized areas.
- (2) Total Glencore hours worked corresponds to all regular and overtime hours worked by members of the bargaining unit and Glencore employees on contract.

## The following are excluded from this calculation:

- Work related to major concentrator outages
- Ship loading/unloading
- Work related to capital investment projects
- Warranty work performed by suppliers
- Turnkey contractors (service contracts)
- Tamatumani Department operations

In addition, the percentage of subcontracting hours in a department listed in Article 2.02 f) must not exceed 25%, subject to the exceptions specified in Article 2.02 a).

The Employer cannot be held responsible for exceeding the departmental percentage target due to situations beyond its control.

c) For enforcement purposes, the subcontracting percentage will be determined as required and provided to the Union. To give a more accurate picture, the calculation will cover the previous three (3) months.

- d) If the analysis performed by the Union and the Employer shows that the percentage of work performed by subcontractors specified in Paragraph b) has been exceeded, the Employer must take action to correct the situation by restoring the right percentage and notifying the Union in the following month.
- e) The Employer must post the subcontractor hours on the Complex bulletin board every quarter. A copy of the posted results must be sent to the Union, along with the method used.
- f) For the purposes of this article, the departments concerned are the following:
  - Kitchen and Complex
  - Warehouse
  - Mine
  - Surface Electrical + Underground Electrical + Power Plant
  - Mine Maintenance Mobile Mechanics
  - Concentrator
  - Site Services + Utilities
- g) The use of Glencore contractual employees will be restricted to the residential and kitchen sectors.
- h) A joint committee will meet on a monthly basis to review the various subcontracts. Committee membership will be determined based on requirements. The joint committee must be formed, set its procedures, and hold its first meeting within the first month of the return to work. The Employer will pay a maximum of three employees, excluding the Union president, to sit on the joint committee.

## **ARTICLE 3 - UNION RECOGNITION AND DEFINITIONS**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees, as described in the bargaining certificate issued by Ministère du Travail on October 7, 1999.
- 3.02 In this agreement, the term "employee(s)" refers to workers who are members of the bargaining unit described above, unless otherwise indicated by the context. In the event of a dispute as to whether a person is considered an

employee, the case must be submitted to a labour commissioner as set out in the *Labour Code*.

Unless otherwise indicated by the situation, the plural includes the singular and vice versa. The masculine includes the feminine.

3.03 Supervisory staff must not carry out work normally performed by bargaining unit employees except in emergencies that could put the immediate safety of employees or the Employer's property at risk, or when providing employees with the training, testing, and demonstrations they need to operate or test equipment, or in the event of an unexpected absence where a replacement employee cannot otherwise be found.

The Union acknowledges that the Employer may assign employees from outside the bargaining unit to positions covered by the bargaining certificate for training purposes.

The goal of such training will be to familiarize employees with their department and the rules and work safety and operating procedures so they can gain the basic experience needed to operate equipment and machinery. The training will be provided by training staff and/or through on-the-job training with an operator.

Each month, the Employer must send the Union an email with the names of the employees being trained and the location and length of the training.

The terms and conditions specific to the relief supervisor are set out in Letter of Understanding 19.

**3.04** All Union members as of the date the agreement is signed and all those who subsequently become members must remain members for the duration of the agreement as a condition of their continued employment.

The Employer cannot be required to dismiss any employees expelled or denied membership by the Union.

3.05 The Employer must provide the Union with a monthly list of new employees and the date of arrival at each employee's worksite. It will also meet with the Union president or a steward and each new employee on the first day of their rotation for one (1) hour.

#### **ARTICLE 4 - NO DISCRIMINATION OR INTIMIDATION**

4.01 It is agreed that there will be no discrimination, coercion, intimidation, or harassment by the Employer or the Union, or their respective representatives or members, with regard to any employees based on their union activity or lack thereof, on whether or not they are members of a workers association, or on their ethnic background, culture, religion, colour, political affiliations, marital status, or sexual orientation.

#### **ARTICLE 5 - UNION REPRESENTATION**

- **5.01** The Union may appoint department stewards responsible for helping employees submit their grievances to the Employer's representatives under the grievance procedure. Stewards represent employees in their departments.
- **5.02** The Employer recognizes the eleven (11) elected officers who are members of the Union Executive Committee.
  - An officer may act in the place and stead of a steward who is absent or not on the immediate premises to help employees submit their grievances to the Employer's representatives in accordance with the grievance procedure.
- 5.03 Only employees of the Employer who have completed their probation period are eligible to act as officers, stewards, Grievance Committee members, Health and Safety Committee members, or representatives of the Union Safety Committee.
- 5.04 Stewards and officers have a regular work schedule that they must follow as employees of the Employer. If it becomes necessary for them to handle a grievance during their regular work hours, stewards or officers must arrange with their immediate supervisor to be absent at a time when their work is least affected, as set out above.

Such authorized leave must not be excessive and must be of a limited duration.

When stewards or officers are given leave to handle requests, they must notify the supervisors of the departments where the inquiries will be conducted and get their permission before going to the department. Such permission should not be unduly denied.

In such an event, stewards or officers are paid at their regular hourly rate plus any bonuses for time spent settling grievances during work hours.

**5.05** The departments are as follows:

Number of stewards/officers

1. Mine production

3

2. Mine maintenance, including: 2 Mobile equipment mechanics (surface) Mobile equipment mechanics (underground) Millwrights, machinists Underground electricians 3. Concentrator: 2 4. Power station, utilities and warehouse: 2 2 5. Site Services, including: Multifunctional team (DB) 1 6. Complexes, including: Kitchen and housing

The Union president included

5.06 The Union must notify the Employer in writing of the names of the stewards and officers and the departments that each represents, of the names of Grievance Committee members, and of any changes in these positions. Without such written notice, the Employer is not required to recognize the roles of these individuals.

The Employer must post on the official bulletin boards the names of immediate supervisors and department heads, as well as any changes made to these positions. It must forward a copy of these postings to the Union.

5.07 The Employer must grant officers and stewards permission to take unpaid leave to attend union conferences or symposiums, pursuant to an agreement to that effect between the parties, provided that such leave is feasible.

Requests for authorized leave must be submitted in writing to the department superintendent with a copy to Human Resources one (1) month in advance and must include the names of the individuals designated to that effect.

Such permission cannot be granted to more than two (2) employees plus the Union president at the same time or to more than one (1) employee from the same department.

In all, such leave cannot exceed thirty (30) days in a twelve (12) month period.

- 5.08 The Employer must grant an employee designated by the Steelworkers' Union permission to take unpaid leave for the purposes of working full- or part-time for the Union, subject to the following conditions:
  - a) The leave cannot be for less than one (1) month or more than twelve (12) months.
  - b) The request for leave must be submitted in writing to the superintendent with a copy to Human Resources with at least thirty (30) calendar days' notice.
  - c) Only one (1) employee may be absent at a time for the purposes of this paragraph.
  - d) Permission is renewable based on the same terms and conditions.
- **5.09** Any permission for leave will be granted in writing by an authorized representative of the Employer.

Seniority will continue to accrue during such leave, provided it is taken for the requested purpose.

Upon their return from union work, employees will resume their former position.

#### 5.10 Time off for officers and stewards

- a) The Employer grants Union officers and stewards up to forty (40) days to handle union business. Twenty (20) of these days will be paid.
- b) To maintain good working relations, the Employer will grant the equivalent of up to 300 paid hours per three (3) year period for training purposes. This three (3) year period is the same as the term of office of union officers.
- c) The Employer agrees to give the president of the Steelworkers' Union Local 9449 time off with full-time pay, including the nickel, Raglan Mine performance, and Nunavik bonuses and any other applicable bonuses.
- 5.11 At the Union's request, the Employer will advance the regular salary, including bonuses, to employees absent on union business and make the necessary withholdings and include this information in the employee's T-4 and RL 1 slips. The Employer must submit a statement of these advances to the secretary-treasurer of Local 9449. The Union must reimburse the Employer for the gross salary, taxes, Québec Pension Plan contributions, employment insurance, health insurance, vacation percentages, and any other legal withholdings. Such reimbursement must be made within a reasonable period.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

A grievance is any disagreement regarding the interpretation or application of the collective agreement.

## 6.01 Step 1

The parties hereto want any employee grievance to be settled as quickly as possible.

It is agreed that employees must give their immediate supervisor or the supervisor's designated replacement the opportunity to settle the grievance within five (5) days of the event or of their discovery of the event that caused the grievance.

Employees may choose to be accompanied by their departmental steward, if they so desire. The employee's immediate supervisor will issue a response within five (5) days of receiving the employee's grievance.

## 6.02 Step 2

If the immediate supervisor or designated replacement does not respond or a satisfactory solution is not found, the employee must submit the grievance in writing to the superintendent within five (5) days of the deadlines set out in Article 6.01.

Employees must receive assistance from their departmental steward.

The superintendent or replacement must give the employee a decision in writing within five (5) days of receiving the grievance.

## 6.03 Step 3

If the superintendent does not respond or a satisfactory solution is not found, the Union must submit the grievance in writing to the human resources director and/or their replacement within ten (10) days of the deadline for the superintendent's response.

The human resources director will submit a response in writing to the Union within ten (10) business days of the meeting specified in the previous paragraph.

6.04 Any grievances that arise directly between the Employer and the Union over the interpretation or an alleged infringement of this agreement may be submitted in writing by either party in Step 3.

- 6.05 If a group of employees from the same department has similar complaints or grievances stemming from the interpretation or an alleged infringement of this agreement, the case will first be presented in Step 2. However, if employees from more than one department are involved, the case will be presented in Step 3.
- 6.06 The time limits in each step are binding, and the parties agree to comply with them to settle any ongoing disputes as quickly as possible. However, given the specific circumstances of the Raglan Mine, deadlines can be extended if all parties agree.
- 6.07 Any decision agreed upon by the Employer and the Union representatives is final, enforceable, and binding on the Employer, the Union, and the employee(s) involved.
- **6.08** After a grievance has been submitted in Step 3 of the process, the nature of the grievance cannot be changed and the arbitrator may rule only on the issue raised in the grievance as submitted in Step 3.
- **6.09** Any grievance settlement between the parties or any decision by an arbitrator cannot be applied retroactively beyond the date of the event that caused the grievance.

No grievances can be submitted for an event that happened more than six (6) months after the date of the event unless the employee can prove that it was impossible to submit a grievance sooner.

#### 6.10 Step 4

If the grievance cannot be resolved in a previous step, a party may submit it for arbitration, in accordance with the provisions of Article 7, by providing the other party with written notice within thirty (30) days of the deadline granted for the human resources director and/or their replacement and the director and/or their replacement to respond. If no such notice is given, the grievance will be considered resolved or relinquished.

#### **ARTICLE 7 - ARBITRATION PROCEDURE**

- **7.01** After written notice is given to submit a grievance for arbitration in accordance with Article 6.10, the parties must try to agree on an arbitrator.
- **7.02** If the parties are unable to agree on an arbitrator within fifteen (15) days of the date of the notice submitting the grievance for arbitration, a request must be submitted to Ministère du Travail to appoint an arbitrator.

- **7.03** After consulting with the representatives of both parties, the arbitrator will set a date for a hearing.
- **7.04** No grievances may be submitted for arbitration before all the required steps in the grievance procedure have been taken.
- **7.05** The arbitrator's decision on the facts and interpretation or infringement of the provisions of this agreement is final and binding on all parties involved, including the employee(s) involved, but the arbitrator is not, under any circumstances, authorized to alter, ignore, modify, or amend any part of this agreement.

In carrying out their duties, the arbitrator may:

- Interpret and apply a law or regulation to the extent required to rule on a grievance
- Confirm, modify, or nullify the Employer's decision on disciplinary matters and, as the case may be, replace it with a decision the arbitrator deems fair and reasonable in light of all the circumstances presented
- **7.06** All reasonable measures must be taken to allow the arbitrator to access the mine site and examine the operations under dispute.
- **7.07** The arbitrator's expenses and professional fees must be borne by the parties hereto in equal share.
- **7.08** If the parties hereto agree that stenography or other services are required for arbitration purposes, the cost of such services must be borne by both parties in equal share.
- **7.09** Arbitration sessions can be held in a location mutually agreed upon by the parties. However, given the complexity of schedules and the range of employee places of residence, the parties must do everything they can to accommodate the grievor.

## ARTICLE 8 - SUSPENSION, DISMISSAL, AND DISCIPLINARY MEASURES

8.01 Employees who have not completed their probation period cannot invoke the grievance and arbitration procedure in the event that they are laid off or dismissed. The Employer has the exclusive right to determine whether an employee is fit to keep their job. However, unless otherwise specified, employees benefit from all other rights and privileges of the collective agreement during the probation period.

- **8.02** Employees who have completed their probation period may, within fifteen (15) days of their dismissal, suspension, or layoff, submit a grievance in Step 3 of the grievance procedure if they believe they have been unjustly dismissed, suspended, or laid off.
- **8.03** If a grievance contesting a suspension or a dismissal is submitted for arbitration, the employee's full disciplinary record for the nine (9) months prior to the infraction that prompted the disciplinary measure may be submitted for arbitration. Disciplinary measures taken more than nine (9) months but less than eighteen (18) months prior to the infraction may also be submitted if they are of the same nature as the disciplinary measure currently under arbitration.

The Employer cannot invoke the employee's previous record in arbitration if it is not mentioned in the notice of dismissal.

Disciplinary measures are deemed to be of the same nature if they have to do with:

- a) Behaviour
- b) Attendance
- c) Performance
- **8.04** The notice of a disciplinary measure, suspension, or dismissal must be forwarded to the employee in question, and a copy must be sent to the Union.
- **8.05** Employees may, on request and at a time agreed upon by the parties, consult their disciplinary record in the presence of an Employer representative. In the event of a problem, the employee can give their Union representative written authorization to consult the record.
- **8.06** Employees suspended for the purposes of an inquiry will be paid at their basic hourly rate based on a work schedule of 37.5 hours a week (Monday to Friday).
- **8.07** All suspensions will be served offsite; otherwise the employee will be paid at their basic hourly rate.

#### **ARTICLE 9 - NO WORK STOPPAGE**

**9.01** For the term of the collective agreement, the Employer agrees not to engage in any lockout, and the Union and employees agree that there will be no strikes, mass walkouts, production slowdowns, sit-ins, or other collective and/or individual actions that interrupt, reduce, or obstruct the work or production.

#### **ARTICLE 10 - SENIORITY**

**10.01** "Seniority" refers to the length of continuous service since the last hiring date, subject to the provisions of this article.

## 10.02 Probation period

All employees acquire their seniority rights after effectively working for a probation period of ninety (90) days. Any request by the Employer to extend the probationary period must be justified on reasonable grounds. Only one extension period of a maximum of forty-five (45) days will be accepted.

Once the probation period has ended, employees acquire their seniority rights, and their seniority is calculated from their hiring date.

For employees on a temporary assignment governed by the *Act respecting industrial accidents and occupational diseases* during their probation period, the probation period is suspended for the duration of their temporary assignment. The probation period resumes when they return to their regular jobs.

10.03 Seniority lists will be drawn up for the employees of each department. Such lists will be provided to the Union and posted in each department for a period of one (1) month after the signing of this agreement and then again every six (6) months. Employees have thirty (30) days from the date the list is posted to request a correction or invoke the grievance procedure to contest any dispute arising from the list. After this time, the list is deemed to be official by the parties. In case of error, all necessary corrections will be made.

#### 10.04 Employees will retain and accrue seniority in the following situations:

- a) When on a leave of absence due to an accident or illness, for a period of up to twenty-four (24) months
- b) When on a leave of absence authorized or provided for in the collective labour agreement
- c) During a layoff period of less than:
  - Twelve (12) months if the employee has less than three (3) years' seniority
  - Eighteen (18) months if the employee has more than three (3) but less than five (5) years' seniority
  - Thirty-six (36) months if the employee has five (5) or more years' seniority

## 10.05 Employees lose their seniority and their job in the following cases:

- a) The employee voluntarily quits
- b) The employee is dismissed for just and reasonable cause
- c) Retirement
- d) The employee reaches the end of the seniority retention and accrual periods set out in Article 10.04
- e) The employee is absent for more than two (2) consecutive business days without authorization, without a valid reason, or without notifying a supervisor or the Health Services Department The employee misses the plane two (2) consecutive times without a reason deemed serious or valid
- f) The employee does not return to work at the end of an authorized leave without a valid reason
- g) The employee fails to come to work on the date and time specified in a notice sent to the employee at least seven (7) days before said date by certified mail, provided a plane flying to the site is available If the employee informs the Employer of their intention to return to work and claims to be unable to be there at the specified date and time for reasons beyond the employee's control, their name will remain on the seniority list if the Employer accepts the reasons given by the employee and agrees to consider the delay an authorized absence. The Employer's decision may be subject to a grievance
- **10.06** The employee is responsible for notifying the Employer of any change of address within fifteen (15) days of such change. In the absence of such notice, the Employer is not liable for the employee failing to receive a written notice.

#### **ARTICLE 11 - APPLICATION OF SENIORITY RIGHTS**

**11.01** To maintain good labour relations and efficient operations, the Employer and the Union recognize that in the case of a promotion, permanent or temporary transfer, layoff or recall, seniority is the determining factor among employees with the qualifications and requirements.

## 11.02 Assignment of work

Work will be assigned based on the principle of departmental seniority among the employees classified as having the skills and abilities for the job. The Union and the Employer recognize that there can be some rotation within a given classification to fill operating needs and maintain skills with regard to various operations and types of equipment.

Moreover, it is acknowledged that employees in training or in on-the-job training may be given priority for their professional development needs.

For the shutdown period, it is agreed that the Employer may assign employees from one department to another to assist employees from the latter department and to meet its needs. To the extent possible, such assignments must take into account employees' skills and must be planned.

## 11.03 Temporary transfer

a) With a view to maintaining and promoting flexibility, the Employer may, based on operational needs, assign an employee from one department to another. Such a transfer must take into account the work and skills requirements involved. However, such assignment cannot be made in an arbitrary or discriminatory manner.

Employees who are Class I tradespersons may be transferred only within their specific trade except in the following cases:

- Emergency (for example, fire, production shutdown, generalized loss of power, environmental problem)
- Planned shutdown
- Any occupational health and safety issue that endangers an employee or operations
- An employee volunteers for the transfer
- b) When, at the Employer's request, employees are transferred temporarily to a job with a higher classification, they will receive the regular rate of pay (including any bonuses) for such classification if the temporary transfer is for one (1) hour or more.
- c) Notwithstanding Articles 11.02 and 11.03 a), employees hired for Deception Bay with the title "multiskilled" will be assigned based on operational needs.
- d) For the purposes of applying this article, the recognized departments are those defined in Article 2.02 f).

#### ARTICLE 12 - TRANSFER OUTSIDE THE BARGAINING UNIT

- **12.01** Transfers or promotions to positions outside the bargaining unit are not subject to the provisions of this agreement. The terms and conditions specific to the relief supervisor are set out in Letter of Understanding 19.
- **12.02** Employees promoted temporarily to serve as a replacement or to complete specific training for a position outside the bargaining unit will continue to accrue seniority for such period, up to a maximum of twelve (12) months. At the end of this period, the Employer will inform the Union if the promotion becomes permanent. If so, the terms and conditions of Article 12.03 below will not apply.

The Union will be informed in writing of any promotion, whether it is temporary or permanent.

- **12.03** Employees promoted permanently to a position outside the bargaining unit may, within six (6) months of the promotion, return to their previous position within the bargaining unit.
- **12.04** Employees transferred to another company facility will accrue seniority for the twelve (12) months following the transfer, after which time they will lose their seniority unless otherwise agreed by the parties.
- 12.05 Employees who hold a position outside the bargaining unit and do not have any seniority in the bargaining unit will be considered to be new employees. However, the Employer will calculate their vacation percentage and the number of weeks allotted for vacation based on the date they were hired.

#### **ARTICLE 13 - POSTINGS**

13.01 When a department requires personnel on a permanent basis if a vacant position has been added or replaced, the Employer must post a notice for seventeen (17) days on a billboard in plain view at residential complexes and email it to all employees. Employees interested in applying must apply during this period. If no internal applications have been registered within ten (10) days of the posting date, the vacancy will be posted externally.

Job postings must contain the following information:

- 1. Job title and classification
- 2. Pay rate
- 3. Posting deadline
- 4. Number of jobs available
- 5. Department
- 6. Weekly and daily work schedule
- 7. Summary of basic required qualifications

The Employer must submit a copy of the job posting to the Union.

When a department needs replacement personnel to fill a vacant position, the Employer will post and fill the position within forty-five (45) days, provided that an internal applicant with the basic required qualifications for the position is available. In the event that the applicant holds the same position in a different department, the applicant will retain the same classification in the new department.

Employees can fill out a form and submit it to Human Resources before January 1 of each year so that positions for which they have the basic required qualifications can be identified and their application can take effect while they are away from the site. The provisions of Article 13.02 will apply when someone is appointed to the position. However, any employees on leave due to illness and/or an accident must be available to do the work within forty-five (45) days when required by the Employer.

## 13.02 Appointment

a) Priority will be given to the applicant in the same department with the most seniority, provided they have the basic required qualifications to fulfill the requirements of the position.

In the absence of a candidate from the same department, the Employer will grant the position to any internal candidate who meets the qualifications of the position.

The Employer will post the name of the selected employee and notify the Union in writing as soon as possible.

Employees who are appointed to a new position after answering a job posting cannot apply for another position until they have held the new position for six (6) calendar months from the date they were assigned it.

b) Employees to whom a position is assigned and to whom training is provided retain the right, during the first three (3) rotations of training, to return to the position they held before the start of the training. After this period, the employee may no longer request to return to the position they held before the start of the training.

If, within the first six (6) months of their appointment, the employee is unable to meet the requirements of the position, the Employer will return the employee to the position they held before the start of their appointment.

## 13.03 Temporary replacement

Temporary vacancies to fill a position for less than six (6) months will not be posted if they are the result of an accident, illness, authorized leave, promotion outside the bargaining unit, annual vacation, or any other reason beyond the Employer's control. During this period, the Employer may assign its employees to the position as long as they are from the same department, have the necessary skills, and possess the greatest seniority. In such cases, the selected employees must follow the weekly and daily schedule of the employee they are replacing. In the event that no employee is available or meets the requirements, the Employer may assign a person not covered by the bargaining unit.

After this period, the Employer must post the temporary vacancy.

When the regular employees return to their positions, the replacements return to their regular positions.

## 13.04 Staff reduction/layoffs

If the Employer must lay off an employee or eliminate a position in a classification, the employee in the classification with the least seniority will be laid off.

Employees in this situation may use their seniority to displace another employee with less seniority. The last employee to be laid off in a department may displace an employee with less seniority in another department.

Throughout this process, the employee can bump someone provided they have the qualifications, skills, and abilities to fulfill the standard requirements of the position for which they wish to exercise their seniority rights.

Employees who move to a new position will receive the pay rate in effect for the new position.

Employees deemed guides will not have any protection due to their title as guide. Only their seniority will be taken into account.

#### 13.05 Worker recall

Worker recall will be conducted in the inverse order of layoffs, provided those being called back to work have the necessary qualifications to meet the basic requirements of the job to which they are being recalled.

## 13.06 Major breakdowns/situations beyond the Employer's control

In the event of major breakdowns or situations beyond the Employer's control, the Employer cannot be required to follow the provisions of the layoffs paragraph when laying off employees for a period of no more than one rotation.

In such cases, the employees with the least overall seniority in each of the departments affected by the staff reduction will be laid off, provided that the employees with the most seniority are qualified to perform the remaining work in a satisfactory manner and that operational efficiency will not suffer.

The recall will be carried out in compliance with the general seniority in each department according to the employee rotation schedule. The employee must report to work when called in.

The Employer will compensate any employees assigned for any unavoidable travel expenses incurred. Employees must provide the Employer with supporting documents.

#### **ARTICLE 14 - HEALTH AND SAFETY**

- **14.01** The Employer will take measures to ensure the safety and protect the health of its employees during work hours, in accordance with applicable laws and regulations.
- 14.02 The Union and the Employer will cooperate to promote, encourage, and enforce training on safety, health, and accident prevention and raise employee awareness so that directives and rules may be issued to ensure safe, healthy, and hygienic working conditions.
- **14.03** The Employer and the Union agree to maintain a joint Health and Safety Committee made up of an employee representative from each department (not to exceed a ratio of one representative per fifty [50] workers) and supervisory personnel appointed by the Employer.
- 14.04 The Health and Safety Committee will meet at least twelve (12) times a year to discuss accident prevention issues and make recommendations to the Employer. Employee representatives sitting on the committee will be compensated at their regular hourly rate, plus any applicable bonuses, for the time they spend attending these meetings. Employee representatives will be granted two (2) hours' leave to prepare for these meetings in the week prior to the committee meeting. It is agreed that the Health and Safety Committee will adopt its own regulations.

- 14.05 Employees who are injured in a work accident must report to the Health Services Department for medical care. The nurse will determine whether or not such employees are capable of doing their job. Such employees are paid at their regular hourly rate plus any applicable bonuses for the remainder of the shift in which the accident took place, as well as for any days on which they could not leave the site.
- 14.06 Employees will help the Employer complete the accident report. The employee's safety representative will help the employee complete the claim form required by CNESST, a copy of which will be submitted to the employee and to the Union, as well as any other employee form required by CNESST.
- **14.07** Whenever employee representatives accompany a CNESST inspector on an operational inspection or investigation, they will be paid at their regular rate plus any bonuses for the duration of the inspection or investigation.
- **14.08** If a fatal accident occurs, a member of the Health and Safety Committee representing employees and the Employer's designated safety officer, or their representative, will conduct an investigation and their report will be submitted to the Health and Safety Committee.
- 14.09 If an employee who already has a doctor's certificate clearing them to return to work after an illness or accident is required by the Employer to be re-examined by an Employer-designated doctor, the employee will be paid for any time lost from their work hours (up to a maximum of eleven [11] hours a day) at their basic hourly rate plus any applicable bonuses.
- **14.10** Should an employee have to go off site at the Employer's request for a required annual medical exam while on weekly leave, the Employer will pay the equivalent of a day of work at the regular rate and any expenses incurred at the rate authorized by Glencore Canada Corporation Raglan Mine.
- **14.11** At the site, for employees working the day shift, the current practice of paying for their time will continue, and for employees on the night shift who undergo their exam during the daytime, the Employer will pay for two (2) regular time hours. However, such employees will not be paid for expenses as mentioned in the above paragraph.
- **14.12** The safety representative is appointed by the Union from among the representatives on the Joint Health and Safety Committee and will serve as the committee's co-chair. Their duties are set out in the *Act respecting occupational health and safety*. Other duties may be assigned by the Joint Committee.

- 14.13 The safety representatives will have seventy-seven (77) hours a week to fulfill the obligations associated with this position, and each department steward sitting on the committee will have eleven (11) hours per rotation to carry out inspections, process complaints, and investigate accidents that occur in their department as necessary and based on severity as determined by the Health and Safety Committee. These hours will be taken within their regular work schedule and paid as if worked. The above hours must ideally be taken on the same day. The safety representatives or occupational health and safety representative must notify their supervisor and leave a reasonable amount of time for a replacement to be found before ending their shift.
- **14.14** The Employer and the Union agree to promote joint health and safety training (accident investigations, basic health and safety, planned inspections, legal aspects/rights and obligations) for members of the Joint Committee. This training will also be available to supervisory staff designated by the Employer.
- **14.15** The training may be delivered by Association paritaire du secteur minier (APSM), the Employer, or the Union, on agreement by the parties or on request by the Joint Committee.

## 14.16 Personal protective equipment

The Employer will provide, free of charge, all safety equipment recommended by the Health and Safety Committee. The Employer will notify the Heath and Safety Committee when it purchases new machinery.

14.17 Employees who return to work after an absence due to a workplace accident or an occupational disease will return to the job they held immediately prior to their absence. In all cases, any employees who, in the medical opinion of an expert doctor, are no longer fit to perform their job after a workplace accident or occupational disease will be entitled to bump an employee classified for a position that is higher, equal, or lower than theirs and that falls within their functional limitations, provided they have the seniority, abilities, and skills required to hold the position.

## 14.18 Right of refusal

Workers have the right to refuse to perform specific work if they have reasonable grounds to believe that the performance of that work would endanger their health, safety, or physical well-being, or would expose another person to a similar danger. In the event that a worker exercises this right, the provisions of the *Act respecting occupational health and safety* apply. (See Appendix 1.)

#### **ARTICLE 15 - WORK SCHEDULE**

#### 15.01

- a) The normal work week starts on Monday at 12:01 a.m. and ends on the next Sunday at 12:00 a.m.
- b) General shifts are 7 a.m. to 7 p.m. and 7 p.m. to 7 a.m. Other work hours in effect when the collective agreement is signed will be maintained.

Unless there is an operational emergency, the Employer will notify the affected employees and the Union two (2) weeks in advance of the reason for the change in the work schedule. The Employer acknowledges the importance of consulting with the Union before implementing a new work schedule.

**15.02** Employees who, at the Employer's request, are transferred from one shift to another during their rotation will not undergo any loss of salary within their rotation. If the Employer requests a second transfer during the rotation, the first shift will be paid at time and a half (150%).

#### 15.03

- a) An employee recalled to work outside their work schedule will be paid four (4) hours at their regular rate. After two and a half (2.5) hours, the employee will be paid at time and a half (150%) with any bonuses to which they are entitled.
- b) Employees must have at least eight (8) consecutive hours of rest between two (2) work shifts. Being recalled does not cancel the eight (8) hour rest period to which they are entitled and must not entail any monetary loss. Should the situation deprive the employee of said rest period, the employee will be paid at time and a half (150%) until their next rest period.

#### 15.04

- a) The Employer undertakes to offer each employee the work hours currently available in each sector, for the duration of this agreement. Employees may change their work hours according to the principle already in effect when this agreement was signed.
- b) All newly hired employees will be assigned a work schedule for a maximum duration of one (1) year.

After this one (1) year period, and only on their hiring anniversary date, new employees will have the option of changing their work schedule as of the following January 1.

The maximum wait time for a change in work hours from Tuesday to Thursday or from Thursday to Tuesday to come into effect is 120 days from the date the request is accepted.

If new employees decide not to change their work hours on their hiring anniversary date, they will only be able to request a further change in accordance with the schedule change principle in effect when this agreement was signed.

c) The work hours currently recognized for the duration of the collective agreement are as follows:

4/2 schedule (4 weeks work, 2 weeks leave)

Relaxed 4/2 schedule (4 weeks work, 2 weeks leave, and the option of taking an additional week of leave per quarter)

3/2 schedule (3 weeks work, 2 weeks leave)

50/50 schedule as defined: 3W/2L-2W/3L, 2W/3L-3W/2L, and mirror schedule

$$(W = work, L = leave)$$

50/50 schedule: 2W/2L (W = work, L = leave)

d) When a change in schedule is required, employee will be offered several options to transition to the new schedule in order to minimize the impact. These options will be established so as to prevent employees from losing salary or leave.

Should the Employer ask the employee to start on the scheduled date of their new rotation and should this have the effect of depriving them of the 14 consecutive days of leave, the employee will be paid single time plus 50% for the hours worked while the employee should have been on leave.

**Note:** The terms and work hours of the Raglan Agreement will be upheld for Inuit beneficiary employees.

15.05 Employees assigned to work on the day they leave the site will finish at noon and will be paid for eleven (11) hours at their regular rate, including the nickel, Raglan Mine performance, or Nunavik premium, and any other applicable bonuses. This article does not create an obligation for the Employer to avoid having work done beyond this period. However, employees required to work in the afternoon will be paid at time and a half for all hours after the planned work

stoppage time for their departure, but these hours will be included in the compensation for the eleven (11) hours mentioned above.

For any other departure from the site within their regular work rotation, employees will be required to work in the afternoon and will be paid for eleven (11) hours at their regular rate.

**15.06**Employees will be paid 6 hours at their regular hourly rate each time they have to travel to the site. In the event that the employee has to leave during their rotation on account of illness, a family emergency, or for any other reason, the employee will be paid for said 6 hours only once per rotation.

#### **ARTICLE 16 - OVERTIME**

- **16.01** The regular hourly rate plus fifty percent (50%) will apply for any authorized work performed by an employee:
  - a) In excess of eleven (11) hours a day (twelve [12] hours a day for any sector [department], such as the concentrator, which operates on a twelve [12] hour work schedule)
  - b) In excess of or outside of their regular work rotation

# Compensation for work on Sunday or Saturday as part of the regular work rotation

Any work performed by employees on Sunday or Saturday during their normal work rotation is paid at their base hourly rate plus fifty percent (50%), with any applicable bonuses added to the total. Any work performed beyond the employee's regular schedule on Saturday or Sunday is paid at the employee's basic hourly rate plus 100%.

Any work performed by employees on Sunday or Saturday outside their normal work rotation is paid at their base hourly rate plus 100%, with any applicable bonuses added to the total.

16.02 Overtime is attributed by giving first priority to employees in the classification in which the overtime work is deemed necessary. If no employees in this classification are available, the overtime is offered to employees in another classification who have the necessary qualifications to perform the work.

In the event that no employees are available under this procedure to carry out the overtime work, the Employer may assign overtime to employees in rotations by reverse order of seniority in the department and classification concerned. When such rotation is completed by the employee, a new rotation will follow.

With regard to on-call employees, the Employer may assign workers from the same department where on-call work is needed. Employees selected for such on-call work will be assigned on a rotating basis.

- a) a) Overtime will be distributed as fairly as possible over a six (6) month period among employees interested in overtime work.
- b) In the event that the Employer makes an error that results in an admissible grievance, the Employer must offer the employee filing the grievance the next overtime period as compensation for the grievance.
- c) In the event that the Employer makes an error that results in a grievance under Article 16.03 involving the use of subcontractor services, and the grievance is admissible because the overtime was not offered to an available employee whose name was entered on the overtime list, the provisions set out in paragraphs a) and b) above will not apply for this employee.
- 16.03 With respect to overtime for a temporary replacement, before implementing Article 13.03 the Employer agrees to cover the first (7) days of absence by retaining or recalling an employee from the same department who has the necessary skills and extending or moving up their work schedule, while respecting seniority. The replacement can be fully or partially selected based on the employee's work schedule and the flight schedule.

#### ARTICLE 17 - MEAL/REST BREAKS

- **17.01** Employees are entitled to an unpaid meal break of one (1) hour. This meal break must be taken toward the middle of the work shift.
- 17.02 Employees are entitled to two (2) rest periods of thirty (30) minutes each, one of which must be taken before the meal and the other after (except for mines where the current practice is maintained). Each break worked will be paid at time and a half (150%).
- 17.03 Employees assigned to continuous operations are entitled to a paid rest break of one (1) hour. However, they must be in a position where they can see the machinery for which they are responsible and must be ready at all times to make

- the necessary adjustments or take any action required to ensure their machinery runs continuously and efficiently at all times.
- **17.04** Employees assigned to work that prevents them from having their meal in a suitable location designated for meal breaks will be paid for their meal break.
- 17.05 All employees must have their meals in a designated location approved by the Employer, such as: Katinniq, Kikialik, Deception Bay, Donaldson, or any other location with the appropriate amenities. In the event that employees cannot take their break in any of the above designated locations, the meal break period set out in Article 17.01 will be paid at time and a half (their regular rate plus 50%) provided that the employee is working.

## **ARTICLE 18 - SALARIES**

**18.01** The pay scale and list of classifications are provided in **Appendix A** to this agreement and are an integral part of this collective labour agreement.

## 18.02

- a) If required, the salaries listed in **Appendix A** will be indexed according to the cost of living for the month of April (Canadian index) published by Statistics Canada in May 2022, May 2023, May 2024, May 2025, and May 2026, based on the index for the previous twelve (12) months, provided that CPI growth is higher than the planned increases.
- b) According to the paragraph above, if the CPI is higher than the salary increases for each year, the increases will be adjusted to offset the difference between the CPI and the salary.
- **18.03** Salaries are paid every two (2) weeks (usually on Monday) via bank deposit. A detailed electronic pay stub will be sent to employees on the Thursday before each pay period. All hours with bonus groups must be entered.
  - If there is an overpayment (error) on an employee's pay, the Employer will contact the employee concerned to arrange the amount to be deducted from future salary payments.
- **18.04** Employees temporarily transferred to a position outside their classification at the Employer's request will receive whichever salary rate and bonuses are greater—those of the position they hold or those of the position to which they have been transferred.

**18.05** If a new classification is created, the Employer will determine the salary rate in accordance with the pay scale set out in **Appendix A**. Any disagreements may be submitted for arbitration, in accordance with Article 6.04.

#### **ARTICLE 19 - BONUSES**

- **19.01** The bonus for each hour actually worked between 7 p.m. and 7 a.m. by employees regularly assigned to the night shift is \$1.50. Said bonus does not apply to employees already paid at a higher rate.
- **19.02** A bonus of \$1.65 per hour worked while an employee performs one of the following roles:
  - Guide/Team Leader/Leader: Employee who assumes responsibility for one or more employees and/or contractors as defined in Letter of Understanding 13
  - **Trainer**: Employee who trains one or more other employees on a task.
  - **Coach/Mentor**: An employee who works with an employee and/or entrepreneur to improve their skills and performance.
- **19.03** Employees who are available to the Employer for on-call work receive a bonus of \$40 per day they are on call.

#### 19.04 Tool allowance

The Employer undertakes to grant all its tradesperson employees who are required to supply their own tools a taxable allowance to cover damage, wear and tear, and loss of their personal tools.

The employees concerned will receive a monthly allowance, based on the table below. This allowance, which corresponds to the estimated value of the tools, is paid out on their last paycheque.

Occupation	Value	Allowance
Mechanic, heavy and light equipment	\$2,800	\$100/month
Mechanic, fixed equipment	\$2,600	\$95/month
Machinist	\$2,300	\$85/month
Technician, instrumentation and control	\$2,300	\$85/month
Electrician	\$2,100	\$75/month
Plumber	\$2,000	\$75/month
Carpenter	\$1,700	\$65/month
Welder	\$1,700	\$65/month

Building mechanic	\$2,100	\$75/month
Building mechanic	φ <b>∠</b> , 100	φ/ 3/111011111

## 19.05 Clothing allowance

In addition to the safety equipment provided by the Employer, regular employees who have completed their probation period will receive a \$600 credit per twenty-four (24) month period starting from their hiring date to purchase work clothes.

A list of eligible work clothing will be provided.

A list of eligible work clothing will be provided. It is agreed that the Work Organization Committee will be consulted to draw up a list of admissible work clothing.

## 19.06 Bonus for jumbo, loader, and drill hole borer operators

When employees use a loader or a jumbo drill for production or development drilling, or the blockholer, the Employer undertakes to pay a bonus of \$1.65 for each hour worked.

## 19.07 Cost of living bonus for employees residing in Nunavik

The Employer undertakes to pay all permanent employees residing in Nunavik a bonus of \$1.85 per hour worked (calculated at 11 hours a day for factory employees) as a cost of living allowance (COLA). This bonus is not factored into retirement plan or bonus calculations.

#### **ARTICLE 20 - STATUTORY HOLIDAYS**

#### 20.01

- a) The Employer recognizes the following statutory holidays:
  - New Year's Day
  - Day after New Year's Day
  - Easter Monday
  - Fête nationale des Patriotes
  - Fête nationale du Québec
  - Canada Day
  - Labour Day
  - Thanksgiving
  - Christmas
  - Boxing Day

- b) The above holidays are observed on the dates publicly announced by the federal and/or provincial government, depending on whether the holiday in question comes under federal or Quebec law.
- 20.02 To be entitled to a paid statutory holiday, employees must not receive any compensation for this day from the group insurance plan or CNESST. Employees must also be at work the business day before and the business day after the holiday or have their absence authorized if they would otherwise be at work based on their work schedule.

The above paragraph is subject to the special provisions that apply to the Fête nationale du Québec holiday.

**20.03** Employees who do not work at the site on the holiday will be paid at their regular rate of pay for eleven (11) hours.

Employees who work on the holiday will be paid at the regular rate for eleven (11) hours plus one hundred fifty percent (150%) of the regular rate for the number of hours actually worked.

For employees away on parental leave, the statutory holidays included in the three (3) months of their absence will be paid at the regular rate.

- **20.04** The Employer will pay employees who work a statutory holiday that falls on a Sunday or a Saturday:
  - a) Eleven (11) hours at their regular hourly rate set out in **Appendix A** of the agreement
  - b) For every hour actually worked, their base hourly rate set out in **Appendix A** of the agreement, plus 100%, with the bonuses specified in Articles 19.01, 19.02, 19.07, and 19.08, as appropriate, added to the results obtained

## **ARTICLE 21 - PERSONAL LEAVE**

#### 21.01 Bereavement leave

All employees who have completed their probation period are entitled to the following paid leave in the event of the death of a family member or the simultaneous death of more than one family member, provided the leave falls on scheduled work days:

a) Spouses and children, father, mother, brother, sister, mother-in-law, or father-in-law: seven (7) days of paid leave

b) Grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, or granddaughter: four (4) days of paid leave

When the Employer grants permission for such an absence as set out in Article 21.01 a above and this period falls during the employee's annual vacation, the number of equivalent vacation days will be granted to them on their return and they will be able to choose new vacation days based on operational needs.

The leave period must be taken on consecutive days, and such days are not transferrable. Only work hours indicated on the employee's work schedule within this period will be paid.

For bereavement leaves, the leave start date is either the day of the death, the day of the funeral service, or a day in between the two, at the discretion of the employee, who must notify their supervisor of their absence once their decision is made. Moreover, the employee must attend the funeral to be eligible for bereavement leave.

In situations covered by this article, it is agreed that the term "spouse" applies as follows:

"Spouses who are married and live together or who live together in a de facto union and have been living together for one (1) year or immediately if a child was born of their union and are publicly represented as spouses."

## 21.02 Maternity and parental leave

- a) All eligible employees may request a maternity leave in accordance with the *Act respecting labour standards* and other laws in effect.
- b) Employees may request a parental leave in accordance with the *Act respecting labour standards*, and such leave may be divided into four (4) periods.
- c) Employees may be absent from work for seven (7) days at the birth of their child or the adoption of a child. The first three (3) days of leave are paid.

#### **ARTICLE 22 - REST DAYS**

**22.01** The Employer grants its employees four (4) days of rest per year paid at their regular rate of pay, including bonuses. These days may be taken in half-day increments and must be taken on site during the employees' regular work hours. These days are subject to agreement with the Employer.

## Employees hired:

- Will receive four (4) rest days between March 18 and June 17, inclusively
- Will receive three (3) rest days between June 18 and September 17, inclusively
- Will receive two (2) rest days between September 18 and December 17, inclusively
- Will receive one (1) rest day between December 18 and March 17, inclusively

On March 18, a bank of four (4) rest days is granted to employees covering the period from March 18 to March 17 of the following year. The balance of unused rest days on March 17 will be paid at the regular rate, including bonuses, as time not worked, in the pay period that includes March 17.

22.02 Employees who enter the site and are assigned to the night shift may take a half-day of rest for their first shift, as needed. To do so, employees must notify their supervisor before they arrive at the site. Such requests cannot be denied except in cases of force majeure.

## **ARTICLE 24 - ANNUAL VACATION**

LENGTH OF CONTINUOUS SERVICE	LENGTH OF VACATION Schedule 4/2 and 3/2	LENGTH OF VACATION Schedule 50-50	VACATION VACATION
Less than 1 year completed on January 1	1.25 days/month	1.25 days/month	6% of salary
1 to 2 years completed	2 weeks 154 hours	2 weeks 154 hours	6% of salary
3 to 4 years completed	3 weeks 231 hours	3 weeks 231 hours	6% of salary + \$325/week vacation bonus
5 to 8 years completed at hiring anniversary date	3 weeks 231 hours	3 weeks 231 hours	8% of salary + \$325/week vacation bonus
9 to 15 years completed at hiring anniversary date	4 weeks 308 hours	3 weeks 231 hours	8% of salary + \$325/week vacation bonus
16 to 22 years completed at hiring anniversary date	4 weeks 308 hours	4 weeks 231 hours	10% of salary + \$325/week vacation bonus

23 to 29 years completed at hiring anniversary date	4 weeks 308 hours	4 weeks 231 hours	8% of salary + \$325/week vacation bonus
30 to 34 years completed at hiring anniversary date	4 weeks 308 hours	4 weeks 231 hours	14% of salary + \$325/week vacation bonus
35+ years completed at hiring anniversary date	4 weeks 308 hours	4 weeks 231 hours	16% of salary + \$325/week vacation bonus

**24.01** The length of vacation is calculated based on the length of continuous service on January 1, and vacation pay based on the earnings paid in accordance with the above scale.

**NOTE:** For employees with five (5) or more years of seniority, the length of continuous service (hiring anniversary date) will be the date used for the purposes of the above scale. Employees who are eligible based on the number of years of continuous service during the calendar year will be entitled to vacation leave and vacation pay as of their hiring anniversary date.

**24.02** Vacation leave will be granted by department and classification and based on the overall seniority of its employees. In the first round, each employee will have the right to choose a week. Once the first round is completed (awarded), a second round will complete the vacation selection process.

Employees will be able to choose their vacation weeks for the period from the second week of January to the first week of May. They will make their choice between September 1 and December 1 of the previous year. This choice will not be considered their first choice.

Operational needs will be taken into account when granting vacation periods.

- **24.03** Employees who take all their vacation between Week 44 and Week 18 inclusively of the following year will receive a bonus equal to twenty percent (20%) of their vacation pay. However, this bonus does not apply if they take their vacation during the holiday period from December 20 to January 5.
- 24.04 Employees assigned to work during the entire holiday period will be given priority for choosing a vacation week during this period so they can spend time with their family. This choice must not be interpreted as the employees' first vacation choice. Furthermore, the Employer will do its utmost to ensure that as many employees as possible can take their vacation.

## 24.05 Choice of vacation periods

- a) From January 15 to March 1, employees must indicate their choice of vacation on the form provided for this purpose by the Employer.
- b) Starting on April 1, the Employer will post the vacation list, and employees will have until April 21 to change their dates, provided the change does not conflict with other employees' choices. After this time, no changes may be made without an agreement between the employee and the Employer.
- c) The Employer will post the official list of employee vacation dates by May 7.
- d) Employees who decide not to take all or part of their vacation during the period mentioned in Paragraph a) may make their choice at a later time and take their vacation at time that is available and mutually satisfactory to the employee and the Employer. This choice must not cause other employees who have already chosen their vacation in accordance with Paragraph a) to lose their vacation.
- e) If an employee plans a vacation between January 1 and April 21, the Employer will have four (4) weeks before the scheduled date of said vacation to specify whether it has been granted or denied. If the Employer does not respond within this timeframe, the vacation request will automatically be considered to be accepted.
- **24.06** Employees who are absent due to illness or an accident or who are on maternity or parental leave during the reference year, and whose absence will reduce their annual vacation pay, will be entitled to pay equal to their vacation percentage based on the weekly average of earnings accrued during the period worked.

Example: Previous year's salary, divided by the number of hours worked x the regular number of rotation hours x the number of weeks of vacation. \$50,000/1,773 hours worked x 46.3 (3/2) x 3 weeks

24.07 Employees who leave the Employer will receive their vacation pay based on the percentage accrued when they leave their job. Employees temporarily laid off may elect, on their return to work, to receive the vacation pay to which they are entitled or postpone their vacation to a later date, if operational needs allow.

#### **ARTICLE 25 - UNPAID LEAVE**

25.01 The Employer may grant unpaid leave to employees who submit a written request to that effect to their superintendent. Such requests must be made a full rotation in advance. Unpaid leave may be granted for a reason recognized by the Employer and for a reasonable period, provided that efficient operations can be maintained.

To be eligible for unpaid leave, employees must have at least one year of seniority.

It is agreed that permission for unpaid leave must not be misused.

Employees on unpaid leave will stop accruing seniority after one year.

When unpaid leave is granted, it must be used for the reasons given to justify the request, failing which the employee may be subject to disciplinary measures.

## 25.02 Family leave

Under Section 79.7 of the *Act respecting labour standards*, an employee may be absent from work for 10 days per year to fulfill obligations relating to the care, health, or education of the employee's child or the child of the employee's spouse, or because of the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the *Professional Code* (c. C-26).

Such leave may be split into individual days. A day may also be split if the Employer consents.

If it is warranted (by the duration of the leave for instance), the Employer may request that the employee furnish a document attesting to the reasons for the leave.

The employee must advise the Employer they will be absent as soon as possible and take reasonable steps within their power to limit the frequency and duration of the leave.

The first two days taken annually are paid according to the formula set out in Section 62 of the *Act respecting labour standards*, with required adjustments in the event of splitting.

The employee earns the right to paid days once they have completed three months of continuous service, even if they have been absent before that.

#### **ARTICLE 26 - RETIREMENT PLAN**

- **26.01** The Employer contributes to the employee's pension plan by paying a bonus equivalent to:
  - Six percent (6%) of salary earned for 2022
  - Six percent (6%) of salary earned for 2023
  - Six percent (6%) of salary earned for 2024
  - Effective May 1, six point five per cent (6.5%) of the salary earned for 2025
  - Effective May 1, seven percent (7%) of the salary earned for 2026

For calculation purposes, the salary earned includes regular time, overtime, and bonuses.

For each one percent (1%) that employees voluntarily contribute, the Employer will contribute an additional quarter percent (0.25%), up to a total of one percent (1%).

The Employer undertakes to keep this plan in place for the duration of the collective agreement.

26.02 To recognize experienced employees at Raglan Mine, the Employer undertakes to pay a bonus of \$1,000/year of seniority to any employees who wish to retire, have reached the age of 62, and have accrued at least 10 consecutive years of seniority at Raglan Mine by May 1. The bonus will be paid as of the effective retirement date.

## **ARTICLE 27 - CORRESPONDENCE**

27.01 Unless otherwise stipulated, all official correspondence between the Employer and the Union must be sent by fax or email.

To the Employer:

Glencore Corporation Canada – Raglan Mine 120 avenue de l'Aéroport Rouyn-Noranda, Quebec J9Y 0G1

Fax: 819-764-7827

Email address of the director of human resources

To the Union:

Union Office, Local 9449 Glencore Corporation Canada – Raglan Mine 120 avenue de l'Aéroport Rouyn-Noranda, Quebec J9Y 0G1 Fax: 819-762-0087

Email address of the president of Local 9449

27.02 All communications issued in accordance with the above paragraph are considered to have been sent and received on the business day after the transmission date.

#### **ARTICLE 28 - COMMITTEES**

#### 28.01 Inuit Committee

The Employer and the Union recognize the importance of the Inuit community and agree to create a committee of three (3) representatives of the Employer and three (3) representatives of Inuit employees (including the Union president or other officer) that will meet to discuss various work-related topics. This committee will meet as needed, but no more than three (3) times a year, and will be attached to the Work Organization Committee.

The Employer will pay six (6) hours of preparation time for three (3) employees, not including the Union president.

## 28.02 Work Organization Committee

The general mission of the Work Organization Committee (WOC) is to examine all topics related to work organization, work regulations, and operating procedures from an equal labour/management perspective. It meets as required and at least quarterly (every 3 months).

#### Objectives:

- Foster a shared understanding of mutual interests
- Optimize use of resources and skills
- Maintain and improve employee work satisfaction
- Resolve problems based on the real issues, both shared and respective to each party
- Maintain open, flexible lines of communication to address situations quickly and efficiently
- Establish a collaborative work environment that fosters consultation and cooperation

• Reduce the number of disputes

The Employer will pay six (6) hours of preparation time for four (4) employees, not including the Union president.

#### **ARTICLE 29 - BULLETIN BOARDS**

29.01 The Employer agrees to give the Union exclusive use of the closed bulletin boards in the Honco garages, Mine 2 and Mine 3, the Concentrator, Site Services, the Deception Bay Complex lobby, Utilities, and the underground shelters in all mines. It is agreed that these bulletin boards will not be used to post content that could adversely affect the Employer.

#### **ARTICLE 30 - UNION DUES**

**30.01** Every month the Employer will remit the amounts withheld as union dues by cheque payable to the:

Treasurer
Steelworkers Union
P.O. Box 9083
Commerce Court Station
Toronto, Ontario M5L 1K1

- **30.02** The monthly remittance will include a list of the names of employees for whom dues were withheld during the month, along with the following information:
  - a) Employee job numbers and classifications
  - b) Employee first and last names
  - c) Employee addresses and telephone numbers
  - d) Employee total monthly earnings
  - e) Number of hours worked during the month
  - f) Amount withheld per employee
  - g) Overall amount of union dues deducted
  - h) List of new employees (N)
  - i) List of employees who did not pay dues during the month (A)
  - j) List of employees who left their job during the month (Q)

A copy of the list will also be submitted to the secretary of the Steelworkers Union Local 9449.

**30.03** In the event of an employee claim regarding the application of Paragraph 30.04, the Union will indemnify and hold harmless the Employer from and against any and all liability.

**30.04** The Employer will deduct union dues from each employee's pay in the amounts determined by the international constitution of the United Steelworkers' Union.

# **ARTICLE 31 - FONDS DE SOLIDARITÉ (FTQ)**

- **31.01** The Employer recognizes that the Union, which has duly accepted this responsibility, acts as representative of FTQ.
- 31.02 Any employees who wish to sign up for the deduction must submit a request by completing and signing the deduction application form. The Employer agrees to deduct the amount indicated no later than one (1) month after receiving the application signed by the employee and for each subsequent pay period.
- **31.03** The Employer will remit the deducted amounts, by cheque payable to FTQ, no later than the fifteenth (15th) day of the month following the deduction date.
  - The remittance will be accompanied by a statement indicating the employee's name and social insurance number, the amount deducted, and the Employer's group number as provided by FTQ. A copy of this statement will be submitted to the Union.
- **31.04** Employees may, at any time, unsubscribe from FTQ deductions or change the amount of their future deductions by sending the Employer notice to that effect.
  - The Employer must then, within one (1) month, stop or modify all deductions after providing written notice to that effect to FTQ and the Union.
- **31.05** The Employer's responsibility is limited to remitting the amounts deducted from the pay of employees who have signed up for FTQ deductions.

## **ARTICLE 32 - PERFORMANCE BONUS PROGRAMS**

**32.01** It is the desire of the Employer and the Union that, where profitability permits, employees take part in the performance bonus programs in accordance with the provisions of Articles 32.03 and 32.04.

## 32.02 Definitions

For the purposes of Article 32, the expressions below will have the following meanings:

 Pounds of nickel budgeted: depending on the budget adopted, the pounds of nickel contained in the concentrate that should be produced by Raglan Mine

- Pounds of nickel produced: the pounds of nickel contained in the concentrate produced by Raglan Mine
- Average price: the average price per pound, expressed in U.S. dollars, received by Glencore PLC for the refined nickel sold during the guarter
- Unit cost per ton budgeted: depending on the budget adopted, the total site cash costs at Raglan Mine, expressed in Canadian dollars, adjusted according to variations in ore inventory and fuel prices at Raglan Mine and divided by the number of tons of ore that should be processed at the Raglan Mine concentrator in the target quarter (results rounded to the nearest dollar)
- Unit cost per ton processed: depending on the budget adopted, the total site cash costs at Raglan Mine, expressed in Canadian dollars, adjusted according to variations in ore inventory and fuel prices at Raglan Mine and divided by the number of tons of ore processed at the Raglan Mine concentrator in the target quarter (results rounded to the nearest dollar)
- Net profit: based on the accounting standards used by the Metal and Minerals Nickel Division in preparing its financial reports, any earnings before interest and taxes, excluding non-recurring items (EBIT before non-recurring items) that may appear in financial reports published by Glencore PLC (minus interest)
- Interest: Glencore PLC's net financing costs (financing costs excluding nonrecurring items) for its total net assets in relation to its total net assets excluding all net assets not related to business units (results rounded to the nearest million)
- Target total recordable injury frequency ("TRIF"): based on established forecasts and calculated using the following formula:

[Injuries requiring medical attention ("IRMA") + injuries requiring temporary assignment ("IRTA") + lost-time injuries ("LTI")] x 1,000,000 ÷ number of hours worked by employees and other workers at Raglan Mine during the period

 Actual total recordable injury frequency ("TRIF"): calculated using the following formula:

[Injuries requiring medical attention ("IRMA") + injuries requiring temporary assignment ("IRTA") + lost-time injuries ("LTI")] x 1,000,000 ÷ number of hours worked by employees and other workers at Raglan Mine during the period

- Class IV spill: incident causing a serious environmental impact that involves medium-term effects and requires significant rehabilitation (e.g., this class includes the incident over the summer when a tank truck carrying wastewater from satellite mines spilled its contents into a closed lake)
- Class V spill: incident that causes a catastrophic environmental impact that involves long-term effects and requires major rehabilitation (e.g., this class includes the incident over the summer when a tank truck carrying wastewater from satellite mines spilled its contents into the Katinniapik reservoir)

# 32.03 Glencore PLC Metals and Minerals Nickel Division financial performance bonus

If the quarterly financial results of the Glencore PLC Metal and Minerals Nickel Division show a net profit within 30 days of the date that Glencore PLC's quarterly financial results are posted, employees are entitled to a bonus equal to the lesser of the following amounts for each hour worked in the target quarter:

- a) [Average price \$4.00]
- b) [Base hourly rate x 25%]

# 32.04 Raglan Mine performance bonus

Within 30 days after Glencore PLC's quarterly financial results are posted, employees are entitled to a bonus for every hour they worked during the target quarter, calculated according the results achieved by Raglan Mine:

Results	Bonus
Between 101% and less than 102%	\$0.50
Between 102% and less than 103%	\$1.00
Between 103% and less than 104%	\$1.50
Between 104% and less than 105%	\$2.00
Between 105% and less than 106%	\$2.50
Between 106% and less than 107%	\$3.00
Between 107% and less than 108%	\$3.50
Between 108% and less than 109%	\$4.00
Between 109% and less than 110%	\$4.50
110% and over	\$5.00

Target	Calculations	Weighting
Occupational health & safety	[Target TRIF ÷ actual TRIF] x 100%  Even if the target is not met, the result will be taken as 104% once the TRIF falls below 2.  It should be noted that occupational health and safety cannot be below 90%.	25%
Sustainable development	105% if no Class IV or Class V spills occur during the quarter 0% if a Class IV or Class V spill occurs during the quarter	25%
Continuing improvement: Value creation	[Pounds of nickel produced ÷ pounds of nickel budgeted] x 100%  It should be noted that if the result is higher than or equal to 103%, a multiplier of 1.03 is added to the calculation.	25%
Continuing improvement: Cost reduction	[Unit cost per ton budgeted ÷ unit cost per ton processed] x 100%	25%
		100%

Note: The Union will have access to the cost and budgeted tons tables.

## **ARTICLE 33 - COLLECTIVE BONUSES**

- **33.01** The Employer recognizes the commitment of its employees as indispensable partners in the company's success and will maintain a system of collective bonuses for all its employees for the duration of this collective agreement.
- **33.02** It is agreed between the Employer and the Union that the collective bonus will be paid according to the current method and rates. Any change in the method or rates is subject to consultation by the parties.
- **33.03** The Employer will post the collective bonus standards and rates together with the bonus calculation results on the Complex bulletin board. A copy of the bonus calculation results will be sent to the Union, along with the calculation method used.

**NOTE**: Both the results and an explanation of the method used will be provided to the Union.

#### **ARTICLE 34 - MISCELLANEOUS**

**34.01** The cost of printing the collective agreement in French and in English will be borne by the Employer. In addition to providing a copy of the agreement to each employee, the Employer will also provide copies to the Union upon request.

The typeface used must be Frutiger Light 45 with a font size of at least 11 points.

The French version of the collective agreement will be the reference for interpreting texts.

## 34.02 Work clothing

The Employer will abide by the current policy regarding work clothing and undertakes to pay special attention to the needs of kitchen employees.

**34.03** The appendices and letters of agreement are an integral part of this collective agreement.

#### 34.04 Onsite accommodation

The Employer undertakes to provide each of its employees with a singleoccupancy room in the Katinniq and Deception Bay residential complexes for the duration of the agreement.

Furthermore, the Employer undertakes to provide the following services for the duration of the agreement:

- Television and radio (current channels)
- Housekeeping services at least once a week
- Meals paid by the Employer, with two choices at noon and three in the evening
- Current common areas, lounges, and gym
- Sport fishing program subject to Ministry approval
- Spousal visits (summer and holidays)
- Long-distance telephone service
- Internet service once the marine/terrestrial fibre optic cable is installed
- Soap provided at the laundry

If a situation "beyond the Employer's control" arises during this period, the Employer will notify the Union of the measures that must be taken.

Definition of "beyond control": a situation not caused by the Employer that may partially or completely affect compliance with this article and for which the Employer will make reasonable efforts to minimize its impact and restore the situation

#### 34.05 Union and HSC offices

The Employer will make the current offices available to the Union and the Health and Safety Committee (HSC). In the event that the plans to expand the complex and/or service building adversely affect the current offices of the Union or the HSC, the Employer will ensure that the replacement options presented to the Union are as easily accessed and visible as the current locations.

#### **ARTICLE 35 - GROUP INSURANCE**

## 35.01 Summary of group insurance benefits

This paragraph summarizes your group insurance benefits. In the event of an error or omission in this summary, or in the event of a conflict or inconsistency between the summary and the group insurance policies, the latter will prevail.

The group insurance benefits as negotiated will be published in a brochure produced by the insurer and provided to employees.

#### Medical care:

- Cost-sharing: 100% Employer
- Annual deductible: Individual coverage: \$25; family coverage: \$50
- Annual limit: none
- End of coverage: on employee's retirement or end of employment
- Hospitalization: 100%, semi-private room
- Required generic medication reimbursed at 90%; direct payment card
- Paramedical practitioners: Combined limit of \$1,000/year for all paramedical practitioners
- Prescription glasses and contact lenses up to \$500/24 months
- 1 paid eye exam every 24 months
- Laser operation \$1,500/5 years
- Hearing aids \$500/5 years
- Emergency travel insurance

#### Dental care:

- Cost-sharing: 100% Employer
- Annual deductible: none
- Annual limit: none (excluding orthodontic care)
- End of coverage: on employee's retirement or end of employment
- Orthodontic care: 50% up to a lifetime limit of \$3,500 (dependent children under age 19)
- Basic and complementary services: reimbursed at 85%
- Recall oral examination and cleaning (scaling, polishing, fluoride treatment): 9 months for adults, 6 months for children
- Dentures and major restorations: reimbursed at 50%

#### Life insurance:

## Basic employee life insurance:

- Cost-sharing: 100% Employer
- Amount of coverage: \$260,000
- End of coverage: on employee's retirement or end of employment

## **Optional employee life insurance:**

- Cost-sharing: Fully covered by the employee
- Face amount: Up to \$350,000 per \$10,000 increment; minimum coverage of \$20,000
- End of coverage: the day of the employee's 75th birthday, retirement or end of employment, or if the employee stops paying the required premiums, whichever comes first
- Evidence of insurability: Required at all times

## **Optional spousal life insurance:**

- Cost-sharing: Fully covered by the employee
- Face amount: Up to \$350,000 per \$10,000 increment; minimum coverage of \$20,000
- End of coverage: the employee's coverage end date, the date when the employee stops paying the required premiums, the day of the spouse's 75th birthday, or the date when the dependent stops being eligible, whichever comes first
- Evidence of insurability: Required at all times

## Accidental death and dismemberment insurance (ADD):

#### **Basic ADD insurance:**

- Cost-sharing: 100% Employer
- Amount of coverage: 2 x basic annual salary up to a limit of \$1,000,000

• End of coverage: on employee's retirement, end of employment, or 80th birthday, whichever comes first

#### **Professional ADD insurance:**

- Cost-sharing: 100% Employer
- Amount of coverage: 2 x basic annual salary up to a limit of \$1,000,000
- End of coverage: on employee's retirement, end of employment, or 80th birthday, whichever comes first

## **Disability insurance:**

## Weekly benefit:

- Participation: First day of the month after the employee has worked for 90 days
- Cost-sharing: 100% employer
- Benefits:
  - 70% of scheduled work week salary
- Benefit period: until the employee's recovery, retirement, or death, or a maximum of 26 weeks of disability, whichever comes first
- The Employer will advance the benefits until the insurer starts paying them

## **Long-term benefit:**

- Participation: First day of the month after the employee has worked for 90 days
- Cost-sharing: Fully covered by the company
- Benefits: The taxable benefits correspond to 70% of the base monthly salary, up to a monthly limit of \$4,000
- Waiting period: 26 consecutive weeks (after weekly benefit period)

Benefit period: Monthly benefits will be paid for a maximum of 2 years provided the employee is unable to perform the duties related to their job. Payment of monthly benefits will be extended beyond the 2-year period until the employee reaches the age of 65, retires, or dies, whichever comes first, provided that the employee's total disability makes it impossible to perform any work for which they have the necessary qualifications.

#### 35.02 Elimination period

If an employee is absent due to illness more than once during the same calendar year (starting from the second disability period), they will receive no compensation for the first two days of absence.

The elimination period does not apply in the following situations:

- Absences due to illness diagnosed on site
- Absences related to hospitalization or surgery
- Absences caused by recurring medical treatments at the hospital
- Absences caused by the Employer's health policies with regard to pandemics

Any other exceptional situation approved by Human Resources.

#### **ARTICLE 36 - TERM OF THE AGREEMENT**

This agreement comes into force on May 1, 2022, and will end on April 30, 2027.

IN WITNESS WHEREOF, the parties to this agreement, via their authorized representatives, have signed below on this xth day.

GLENCORE CANADA CORPORATION — RAGLAN MINE	Steelworkers' Union, Local 9449
Jean-François Verret Director, Projects, Geology and Exploration	Harold Arsenault Union Staff Member
Laurent Vivier Director, Human Resources	Éric Savard President
Manon St-Aubin Superintendent, Industrial Relations	Guillaume Maltais Representative

Martin Dumont
Director, Site Services and Maintenance

Jean-François Leroux
Director, Concentrator Operations and Energy Production Services

Luc Bouchard
Superintendent, Mining Operations souterraines

Yan Gendron
Representative

Cimon Guy
Representative

Dominik Duval
Representative

# **APPENDIX A - PAY SCALE**

Year 1: 6.8% Year 2: 3.5% Year 3: 3.5% Year 4: 3% Year 5: 3%

Appendix will be amended after the final agreement

		Hourly rate (\$/hr.)				
		At		At	At	At May
		May 1,	At May	May 1,		1,
Г		2022	1, 2023	2024	2025	2026
		Min. CPI	Min. CPI	Min. CPI	Min. CPI	Min. CPI
Classification	Occupation	6.8%	3.5%	3.5%	3%	3%
	(itchen	0.070	J.J /0	J.J /0	J /0	3 /0
Sous chef	Aitorien	\$43.63	\$45.16	\$46.74	\$48.14	\$49.58
Pastry chef/baker		\$41.49	\$42.94	\$44.44	\$45.77	\$47.14
Cook I		\$41.49	\$42.94	\$44.44	\$45.77	\$47.14
Cook II	Meat	\$39.61	\$41.00	\$42.44	\$43.71	\$45.02
Cook III	Salad	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Cook III	Breakfasts	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Cook III	Relief	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Assistant cook	Sandwiches	\$30.67	\$31.74	\$32.85	\$33.84	\$34.86
Dishwasher	Pots and pans	\$29.70	\$30.74	\$31.82	\$32.77	\$33.75
Dishwasher	Dishwasher	\$28.78	\$29.79	\$30.83	\$31.75	\$32.70
General helper		\$28.78	\$29.79	\$30.83	\$31.75	\$32.70
	omplex		l	JI	l .	I.
Guide - dry room/complex		\$34.72	\$35.94	\$37.20	\$38.32	\$39.47
Dry room	Dry room and	\$28.78	\$29.79	\$30.83	\$31.75	\$32.70
attendant	administration building	<b>V</b> _00	Ψ=0σ	400.00	45	<b>402 6</b>
Janitor	<u> </u>	\$28.78	\$29.79	\$30.83	\$31.75	\$32.70
Wa	rehouse					
Stock clerk I		\$45.06	\$46.64	\$48.27	\$49.72	\$51.21
Stock clerk II		\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Stock keeper III		\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
-	Mine			•		

Miner I Development and production	ANFO bolting jumbo	\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
Miner I Long hole blaster	Emulsifier	\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
Miner I Underground construction	Cable inserter Shotcrete Concrete mixer	\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
Miner I Mechanical drill operator		\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
Apprentice miner I Development and production		\$44.49	\$46.05	\$47.66	\$49.09	\$50.56
Miner II crusher operator	Crusher operator	\$43.71	\$45.24	\$46.82	\$48.22	\$49.67
Miner III Waste remover	Scoop tram (remote- controlled) Truck Grader Backhoe Blockholer	\$43.18	\$44.69	\$46.25	\$47.64	\$49.07
Miner IV Utility worker	Toyota fuel truck Boom truck	\$39.21	\$40.58	\$42.00	\$43.26	\$44.56
Ele	ectrician			l		
Class I	Electrical instrumentation and control technician	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Electrical instrumentation and control technician	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Electrical instrumentation and control technician	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Millwright						
Class I	Millwright	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Millwright	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60

Class III	Millwright	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Class I	Millwright pipefitter	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Millwright pipefitter	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Millwright pipefitter	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Buildi	ng mechanic					
Class I	Building mechanics technician	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Building mechanics technician	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Building mechanics technician	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
M	achinist					
Class I		\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II		\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III		\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Mobil	e mechanic					
Class I	Heavy equipment mechanic/Light vehicle mechanic	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Heavy equipment mechanic/Light vehicle mechanic	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Heavy equipment mechanic/Light vehicle mechanic	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Utility worker	Tire inspection & recycling	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Maintenance worker		\$28.78	\$29.79	\$30.83	\$31.75	\$32.70
Class I	Welder	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Welder	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Welder	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
P	lumber					
Class I	Plumber	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Plumber	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Plumber	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Ca	arpenter					
Class I	Carpenter	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84

Class II	Carpenter	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Carpenter	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Pov						
Class I	Operating mechanic	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class II	Operating mechanic	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class III	Operating mechanic	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Con	centrator					
Class I	Plant operator	\$50.30	\$52.06	\$53.88	\$55.50	\$57.17
Class II	Plant operator	\$47.55	\$49.21	\$50.93	\$52.46	\$54.03
Class III	Plant operator	\$45.11	\$46.69	\$48.32	\$49.77	\$51.26
Class V	Assistant operator	\$37.87	\$39.20	\$40.57	\$41.79	\$43.04
Site	Services				I.	1
Class I	Crane operator	\$48.11	\$49.79	\$51.53	\$53.08	\$54.67
Class I	Heavy equipment	\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
	operator	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Class II	Heavy equipment operator	φ43.05	φ <del>4</del> 5.16	\$40.70	φ40.10	φ49.00
Class III	Heavy equipment	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Class III	operator					
Class I	Fixed equipment	\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
010001	operator	<b>*</b> 40.0=	<b>*</b> • • • • • • • • • • • • • • • • • • •	<b>A</b> 10 <b>T</b> 0	<b>*</b> 10 10	<b>*</b> 40.00
Class II	Fixed equipment	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
	operator	ФЭО 44	¢40.40	£44.00	<b>040.40</b>	Φ 4 4 4 E
Class III	Fixed equipment operator	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
Specialize	ed day labourer					
Specialized day		\$38.99	\$40.35	\$41.76	\$43.01	\$44.30
labourer						
Specialized day	Sealift wash bay	\$34.72	\$35.94	\$37.20	\$38.32	\$39.47
labourer	Godine Waon bay	<b>#</b> 0.4.70	<b>*</b>	007.00	<b>\$</b> 00.00	<b>***</b>
Day labourer		\$34.72	\$35.94	\$37.20	\$38.32	\$39.47
Tamatumani		<b>A</b> = 0.4	<b>***</b>	400 -0	<b>***</b>	<b>A</b> 04.00
Apprentice cook		\$27.61	\$28.58	\$29.58	\$30.47	\$31.38
Apprentice stock		\$35.21	\$36.44	\$37.72	\$38.85	\$40.02
keeper III		<u></u>	<b>ФОС Б</b> 4	<b>#07.70</b>	<b>#20.00</b>	Ф40 00
Apprentice miner		\$35.28	\$36.51	\$37.79	\$38.92	\$40.09
Apprentice		\$35.21	\$36.44	\$37.72	\$38.85	\$40.02
mechanic (fixed						
and mobile) Apprentice welder		\$35.21	\$36.44	\$37.72	\$38.85	\$40.02
Apprentice weider		ψυυ.Ζ1	ψυυ. <del>ΤΤ</del>	ψ01.12	ψυυ.υυ	ψ <del>τ</del> υ.υ∠

Apprentice		\$35.21	\$36.44	\$37.72	\$38.85	\$40.02
plumber						
Apprentice		\$35.21	\$36.44	\$37.72	\$38.85	\$40.02
carpenter						
Apprentice		\$34.10	\$35.29	\$36.53	\$37.63	\$38.76
assistant operator						
Apprentice heavy		\$35.21	\$36.44	\$37.72	\$38.85	\$40.02
equipment						
operator						
Companion-welder		\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Instructor - Mine		\$46.04	\$47.65	\$49.32	\$50.80	\$52.32
School						
Power plant		\$31.70	\$32.81	\$33.96	\$34.98	\$36.03
maintenance						
worker in training						
Building		\$31.70	\$32.81	\$33.96	\$34.98	\$36.03
maintenance						
worker in training						
Water	treatment					
Class I	Water treatment	\$48.25	\$49.94	\$51.69	\$53.24	\$54.84
Class I	technician					
Class II	Water treatment	\$43.65	\$45.18	\$46.76	\$48.16	\$49.60
Ciass II	technician					
Class III	Water treatment technician	\$39.11	\$40.48	\$41.90	\$43.16	\$44.45
	lecinican					

- NOTE 1: Employees regularly paid at an hourly rate higher than that posted will stay at the same hourly rate (red circle).

  NOTE 2: Rates for the concentrator are calculated by including an amount to reflect
- the need for a twelve (12) hour shift.

#### APPENDIX B - TRADE CLASSIFICATION

Employees will progressively move up the wage classes of their trade provided they have the basic required qualifications for the position.

Employees may ask for a change in class once they have completed the required hours. Class changes are subject to a skills assessment.

#### **Skills assessment**

The examinations, their content, and the correction methods set out in this program follow the following general principles:

- Qualifications are assessed orally, in writing, or through hands-on exercises.
   Questions are written in the usual language of the trade.
- Content is limited to the knowledge and skills required by the employee to perform the job.

## Hours required for trade classes

- Class 3 to 2: Two thousand (2,000) hours worked before being eligible for a change in class
- Class 2 to 1: Four thousand (4,000) hours worked before being eligible for a change in class

## Trades covered by this appendix:

- Electrician
- Millwright
- Building mechanic
- Machinist
- Mobile mechanic
- Plumber
- Carpenter
- Operating mechanic

# APPENDIX C - PROMOTION FROM WASTE REMOVER TO APPRENTICE MINER I DEVELOPMENT AND PRODUCTION

To encourage in-house promotion, the Employer undertakes to create an Apprentice Development and Production Miner I class, including ANFO skills, for the following tasks: cleaning, loading development headings, and providing mining services.

Candidates will be selected through proactive Apprentice Development and Production Miner I postings once a year. Candidates will be chosen based on seniority.

Should a permanent position open up, employees with proactive training will be given priority over other employees and will be required to fill the vacancy.

The Employer will train a minimum of five (5) such apprentices a year.

The Employer undertakes to train four such apprentices on the bolter a year during the term of the agreement.

#### APPENDIX D - ADVANCEMENT TO MINING OPERATIONS

To encourage in-house promotion, the Employer undertakes to prioritize the training required for employees to assume new responsibilities versus other types of training.

Training is assigned based on seniority. The Employer must provide valid reasons should it fail to comply with the seniority requirement. To ensure the efficient use of training time, the Employer reserves the right to limit the number of classification-related training opportunities offered per year to the same employee.

It is agreed that the Employer may use qualified contractors who require training on Raglan Mine specifics. These training hours will have no impact on the training offered to employees.

## **General process**

The general training process is as follows:

- Theoretical training on work methods, use of equipment, workplace safety.
- Field training with the trainer
- Mentoring via a learning workbook to track competency development.
- Instructor assessment of competencies following completion of required mentoring hours.
- Coworkers will be consulted as part of the employee skill assessment process.
- Throughout the process, the Employer undertakes to provide regular feedback from trainers, mentors, and supervisors on the employee's competence.
- After all hours are completed and all skills assessed, the Employer will assess the employee's performance. Three things can happen following the assessment:
  - The employee is deemed to meet the normal requirements of the job, to know how to work safely, and to be fit to work alone,
  - The employee is deemed not to meet the normal requirements of the position and is offered additional training, or
  - Training is stopped.

## Normal job requirements

Normal requirements of mine positions will be shared with the Union to promote transparency and understanding of expectations.

		TRAITEMENT D	ES VACANO	CES		
10	Α	Période du 1 <sup>er</sup> Septembre au 1 <sup>er</sup> Décembre	Approbation des VAC débutant le 2 Décembre	Choix de vacances du 8 Janvier au 7 Mai (Séniorité / Occupation)		
Périodes	В	Période du 2 Décembre au 7 Mai	Approbation des VAC débutant le 2 Décembre	Choix de vacances du 8 Janvier au 7 Mai (Premiers arrivés, Premiers servis)		
	С	Période du 15 Janvier au 1 <sup>er</sup> Mars	Approbation des VAC débutant le 2 Mars	Choix de vacances du 8 Mai au 5 Janvier (Séniorité / Occupation)		
TRAITE	MEN	NT DE LA DISTRIBUTIO (Article 2		CES ANNUELLES		
Séniorité / Occupation	•	Traitement (ceux qui travaillent l	des demandes es 2 fêtes - n'affect			
dnoo	•	1 <sup>e</sup> Traitement	1 <sup>e</sup> Choix			
é / 0	•	2 <sup>e</sup> Traitement	2 <sup>e</sup> - 3 <sup>e</sup> - 4 <sup>e</sup> Cho	ix		
iorit	•	3 <sup>e</sup> Traitement	Programme R	etraite		
Sén	•	4 <sup>e</sup> Traitement	tement Programme Mieux-Être			
Période pour la prime de 20% de la paie de vacances :  Salarié qui prend toutes ses vacances entre la semaine 44 et la semaine 18 inclusivement de l'année suivante. Cependant cette prime ne s'applique pas s'il prend ses vacances dans la période des fêtes du 20 décembre au 5 Janvier - Article 24.03						

#### APPENDIX F – CONCENTRATOR OPERATION

## The operating schedule covers five operators

The four basic assignments per shift are:

- Grinding sector (1)
- Flotation sector (1)
- Filtration & drying sector (2)

Operational support tasks:

- **Utilities (1):** This is an entry-level task that all workers, regardless of class, are trained to perform.
- Other (variable quantity): There are various "other" tasks to support operations when there are more than five operators on the shift.

There may be fewer than five operators on duty for various reasons. In these situations, activities are organized to ensure safe and effective work.

If there are only three available operators and all areas of the plant are in operation, the bonus described in Article 19.02 applies to each hour worked by existing employees.

## **CLASSIFICATION**

## Class I Operator

Trained operator with the necessary skills for all concentrator work including grinding, flotation, and filtration/drying. The target is to have at least 12 Class I operators.

## • Class II Operator

Operator trained and proficient in 2 of 3 sectors

## • Class III Operator

Operator trained and proficient in 1 of 3 sectors

#### **APPENDIX G - ADVANCEMENT TO SITE SERVICES**

Internal advancement to Site Services is based on several criteria:

The main ones are technical requirements, competencies, and operational requirements.

<u>Technical requirements</u> (a detailed equipment list is available from Site Services)

## Day labourer - Class 3

Must hold a valid Class 5 licence in addition to being proficient in all general site services equipment for day labourers and the following Class 3 equipment: Articulated trucks (Volvo).

#### Class 3 -> Class 2

Must hold a valid Class 2 licence and be proficient in all Class 3 equipment and the following Class 2 equipment: Vacuum pump trucks, buses (all) and diesel tankers.

#### Class 2 -> Class 1

Must hold a valid Class 1 licence, in addition to being proficient in all Class 2 "General Site Services" equipment and Class 1 equipment: Graders (incl. BD Road) and truck trailers.

## **Competencies**

Recognized as "Qualified" in the Site Services training competency grid.

## **Operational requirements**

The number of positions available varies by class; there are 20 Class 1 positions. There are no limitations for other classes.

**Note**: Advancement is based on seniority.

#### **APPENDIX H - RIGHT OF REFUSAL**

The supervisor will examine any problems with employees. If no agreement can be reached, employees may exercise their right of refusal as described below:

- a) Workers have a right to refuse to perform a particular type of work if they have reasonable grounds to believe that it would endanger their health, safety, or physical well-being, or would expose another person to a similar danger.
- b) Workers may not, however, exercise their right of refusal if their refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions of the kind of work they do.
- c) 1- On being informed, the supervisor or, as the case may be, the Employer or its representative will call in the safety representative to discuss the situation and make any corrections they intend to apply.
  - 2- If no agreement can be reached, the problem will be submitted to a CSST inspector.
- d) Until an executory decision is rendered ordering the employee to resume work, the Employer must not, subject to section e) and the second paragraph of Section f), have the work performed by another worker or by a person who ordinarily works outside the establishment, and employees exercising their right of refusal are deemed to be at work.
- e) If the employee still refuses to perform the work when their supervisor or, as the case may be, the Employer or its representative and the safety representative or their replacement are of the opinion that no danger exists to justify the refusal to work or that the refusal to work is based on grounds that are acceptable in the particular case of that employee but do not justify another employee's refusing to perform the work, the Employer may, notwithstanding Paragraph d), have the work performed by another employee. That other employee may agree to perform the work after being informed that the right of refusal has been exercised and of the reasons thereof.
- f) The inspector must immediately determine whether or not a danger exists that would justify the employee's refusal to work. The inspector may require the employee to resume the work. The inspector may also prescribe temporary measures and require that corrective measures be taken within such time as the inspector may determine.
  - If, in the inspector's opinion, the refusal to work is based on grounds that are acceptable in the particular case of that employee but do not justify another

employee refusing to perform the work, the Employer may, notwithstanding paragraph d), have the work performed by another employee, who may agree to perform it after being informed of the fact that the right of refusal has been exercised and of the reasons thereof. The inspector's decision must be substantiated and recorded in writing. It must be forwarded by registered or certified mail to the employee, the safety representative, or their replacement, and to the Employer or its representative.

## LETTER OF UNDERSTANDING 3 - POLICIES AND PROGRAMS

The parties agree that the policies and programs below, as acknowledged when the collective agreement was signed, will be in force for the term of the collective agreement.

- Training
- Jury duty
- Medical leave
- Employee assistance program
- Dues reimbursement
- Airplane policy

Furthermore, the Union will be consulted prior to any amendments to these policies and programs.

#### **LETTER OF UNDERSTANDING 4 – UNION PRESIDENT**

The parties agree that, notwithstanding the full-time release of the president of Local 9449 provided for in Article 5.10 c), the parties undertake to abide by the previous terms and conditions (cf. letter of understanding on the president's release) with regard to the work that can be done by the president.

The president will be free to manage their schedule and to access Gestair to plan their flight requirements.

In the event that another president is elected, the parties undertake to make the same kind of arrangement with regard to their work.

## LETTER OF UNDERSTANDING 6 - EXPANSION PROJECT

To keep the Union informed of projects to expand the complex, the Industrial Relations Committee will be given quarterly progress reports on projects underway there.

#### LETTER OF UNDERSTANDING 7 - TRANSITION TO RETIREMENT PROGRAM

The goal of the Transition to Retirement Program is to give eligible employees who have spent many years working for Raglan Mine the opportunity to take an unpaid rest period once a year equal to their regular rotation (2, 3, or 4 weeks, depending on their work schedule) so they may enjoy one (1) additional rest period Those eligible for the Transition to Retirement Program must meet all of the following criteria:

## Employees on 4/2 and 3/2 schedules:

- Combined Raglan age and seniority factor of sixty (60)
- 10 years of seniority at Raglan by January 1 of the calendar year

## Employees on the 50-50 (3/2/2/3) schedule:

- Minimum age of 55
- Combined Raglan age and seniority factor of sixty (65)
- 10 years of seniority at Raglan by January 1 of the calendar year
- A maximum of 2 weeks will be provided for the 50-50 schedule.
- This leave is granted the same way as vacation leave, and requests must be received by April 21 and will be officially granted on May 7.
- Annual vacation leave will take precedence over this leave, which will not be granted at the expense of operations.
- Employees cannot invoke Article 16.03 of the collective agreement to claim overtime for the time granted under this program.
- Employees who opt for this program cannot cite the provisions of the collective agreement to claim overtime during their rest period.
- The Transition to Retirement Program application period will run from May 1 to April 30.
- Employees who take part in the Transition to Retirement Program may not take part in the Wellness Program.
- This program will be in force for the term of this collective agreement.

**NOTE:** For Inuit employees, the terms and conditions and schedules of the Raglan Agreement will be upheld.

#### LETTER OF UNDERSTANDING 8 - TAMATUMANI TRAINING PROGRAM

Increase: same as Appendix A

Appendix will be amended after the final agreement

between

Raglan Mine, hereinafter the "Employer"

and

The Steelworkers' Union, Local 9449, hereinafter the "Union"

PURPOSE: AGREEMENT TO INTEGRATE THE TAMATUMANI INUIT TRAINING PROGRAM IN CONJUNCTION WITH THIS COLLECTIVE AGREEMENT

WHEREAS the purpose of this letter of understanding is to explain and/or clarify certain working conditions in the Tamatumani Inuit training program;

WHEREAS, subject to the Raglan Agreement, out of a desire to respect the Inuit representativeness mentioned in Section 5 of said agreement, and considering the training needs of certain Inuit candidates; this letter contains certain clarifications or additions to this collective agreement to facilitate the process of integrating new Inuit candidates into the Tamatumani program;

WHEREAS only persons who are part of the Inuit training program may avail themselves of the provisions of this agreement;

WHEREAS the Employer undertakes to apply the same training standards to Inuit candidates as it does to all its subcontractors operating on the site:

WHEREAS the provisions of this agreement will expire upon termination of the Tamatumani Inuit training program;

WHEREAS the text of this agreement is an addition to this collective agreement;

WHEREAS discussions have been held between the parties;

BY MUTUAL AGREEMENT, the parties agree as follows:

#### **UNION REPRESENTATION:**

The positions mentioned in Appendix 1 will be represented by their respective Union stewards for each of the categories mentioned in Article 5.05 of this collective agreement.

#### **NEW CLASSIFICATIONS AND LINES OF PROGRESSION**

The new classifications stemming from the Inuit program will be offered solely to Inuit employees as entry-level positions in the Tamatumani program.

Once the training is completed, advancement will comply with the processes set out in the current collective agreement.

## **Postings**

Postings of the entry-level jobs listed in Appendix 1 will be identified as reserved for Inuit beneficiaries only. It should be noted that this list and the training program are constantly changing and new positions may be added after discussions with the Union.

Companion/instructor positions will be posted with their respective schedules (3/2 or 2/2).

## **Training period**

Given the extensive training needs of Tamatumani candidates, it is agreed that candidates must successfully complete their training before they can fill the desired position associated with the training.

Barring any provisions to the contrary, candidates who have completed their probation period as set out in the collective agreement will benefit from all the rights and privileges granted under the collective agreement during their training period.

However, any candidates who freely and voluntarily stop their training without reasonable cause will be deemed to have quit and to be ineligible to invoke the grievance procedure except as set out herein.

## TAMATUMANI PROGRAM TRAINING COMMITTEE

The Employer and the Union will create a joint committee that will review the training activities and records of candidates with learning challenges.

At these meetings, the Employer will inform the Union of the various issues and the Union will give the Employer its recommendations to ensure the proper and equitable management of Tamatumani program candidates.

The Employer and the Union will meet every three (3) months, or sooner if deemed appropriate by either party.

## SENIORITY, APPLICATION OF SENIORITY RIGHTS & VACATION LEAVE

Inuit employees who already hold a position will continue to accrue overall seniority during their training. Overall seniority will be used to determine the vacation leave percentage that employees are entitled to, but not the timing of vacation leave.

Departmental practices govern vacation leave timing.

## **SALARIES, BONUSES & BENEFITS**

Appendix 1 of this document includes a chart with the entry-level unionized positions in the Tamatumani program.

Tamatumani program candidates will have the same benefits and bonuses as regular full-time employees, excluding the bonus, which will be the overall bonus applicable for the duration of the training.

#### **GUIDES AND BONUSES**

To ensure continuity of training, companion/instructors will follow the same schedules as the Inuit candidates, i.e., 3/2 or 2/2.

The \$1.65 guide premium set out in Article 19.02 of this collective agreement is applicable to companions/instructors when performing their duties as presently applied in the collective agreement.

Moreover, companions/instructors will receive a minimum 20% bonus in replacement of their existing bonus. Companions/instructors who already receive a bonus of more than 20% will continue to receive the same bonus % as they did in their previous group.

Companion/instructor positions last for at least a year. At the end of this time, employees may extend the positions for another year or return to their former positions.

#### COMPANIONS/INSTRUCTORS

It is agreed that companion/instructor positions that provide on-the-job training will be governed by this collective agreement. It should be noted that companions/instructors in the Tamatumani program do not qualify for the Transition to Retirement Program.

In the event that a candidate is absent, the companion/instructor will be temporarily assigned to a position in line with a position they held before their appointment, without any loss of salary or benefits.

As agreed, the training will be provided alongside operations and a list of work will be created and submitted to companions/instructors on a weekly basis so they can divide up tasks based on the training objectives.

The Employer undertakes to provide the tools needed for the candidates' training.

# Pay scale for entry-level positions

Hourly rate (\$/hr.)					
	As of May 1 <sup>,</sup> 2017	As of May 1 <sup>,</sup> 2018	As of May 1 <sup>,</sup> 2019	As of May 1, 2020	As of May 1, 2021
Tamatumani	Min. CPI 3%	Min. CPI 2.5%	Min. CPI 2.5%	Min. CPI 2.5%	Min. CPI 3%
Apprentice cook	21.10	21.63	22.17	22.73	23.41
Apprentice stock keeper III	26.91	27.59	28.28	28.98	29.85
Apprentice miner	26.97	27.64	28.33	29.04	29.91
Apprentice mechanic (fixed and mobile)	26.91	27.59	28.28	28.98	29.85
Apprentice welder	26.91	27.59	28.28	28.98	29.85
Apprentice plumber	26.91	27.59	28.28	28.98	29.85
Apprentice carpenter	26.91	27.59	28.28	28.98	29.85
Apprentice heavy equipment operator	26.91	27.59	28.28	28.98	29.85
Companion-welder	36.88	37.81	38.75	39.72	40.91
Instructor - Mine School	35.20	36.07	36.98	37.90	39.04
Power plant maintenance worker in training	24.23	24.83	25.45	26.09	26.87
Building maintenance worker in training	26.91	24.83	25.45	26.09	26.87

## Definition

## Tamatumani:

Training program introduced in the Raglan Agreement to develop and promote training of Inuit candidates.

# Inuit beneficiaries and/or Inuit candidates

<sup>&</sup>quot;Inuk beneficiary" (singular) or "Inuit beneficiaries" (plural) means a person/people who is/are registered or entitled as such in accordance with the Act respecting Cree, Inuit and Naskapi Native persons, R.S.Q., c. A-33.1, and who reside(s) in Nunavik.

# Companion/Instructor:

Person providing technical on-the-job training and acting as intermediary between the training supervisor and candidates.

#### **LETTER OF UNDERSTANDING 13 - GUIDES**

It is the Employer's intention to recognize guides based on the following definition:

Guides' responsibilities consist of coordinating and organizing the day-to-day work of the employees in their department including subcontractor employees while themselves carrying out the work governed by this collective agreement. Their role includes activities such as:

- Receiving and issuing work instructions to employees
- Inspecting the completed work
- Providing coaching

It is agreed that guides are not intended to act as supervisors. Moreover, the Employer is aware that guides must be recognized for their skills and ability to maintain good working relationships with their coworkers and will rely on guides in the following situations:

- Wherever there is no direct supervision (such as night shifts and remote locations)
- To oversee contractors' employees

Individuals working as guides will be eligible for the bonus specified in Article 19.02, excluding dry room guides, who are the only ones who retain the classification and function of a full-time guide.

Guides will be compensated when the Employer requires them to be on standby during meals.

# **LETTER OF UNDERSTANDING 14 - AIR INUIT FLIGHTS**

It is the Employer's intention to provide adequate air transportation services for employees residing in Inuit communities. Furthermore, the Employer undertakes to provide adequate transportation services for residents of Inuit communities.

# LETTER OF UNDERSTANDING 15 - DRIVER'S LICENCE

If an employee loses their driver's licence, they must notify the Employer as soon as possible. Should this occur, the Employer will discuss the issue with the Union and examine the possibility of relocating the employee within the company if necessary.

Any employee without a driver's licence who uses a vehicle on the site will be subject to disciplinary measures up to and including dismissal.

# LETTER OF UNDERSTANDING 16 – AIR TRANSPORTATION FROM QUEBEC CITY

The Employer undertakes to provide air transportation from Quebec City starting in the first quarter of 2012.

# **LETTER OF UNDERSTANDING 18 – CRANE OPERATOR**

For the duration of this collective agreement, the Employer undertakes to use the position of crane operator for port operations as required.

#### LETTER OF UNDERSTANDING 19 - RELIEF SUPERVISOR

It is understood that, on an individual and voluntary basis, if an employee who has exceeded the time limit set out in Article 12.03 wishes to continue performing relief supervision, the Employer may ask them to continue in this role.

It is also understood that relief supervisors who wish to continue in this role beyond the twelve (12) month period must read and agree to the conditions mentioned below.

The conditions are as follows:

- Relief supervisors may not choose their vacation time as unionized employees.
- Work hours as a relief supervisor cannot be calculated as work hours as a unionized employee.
- As stipulated in Article 12.03, relief supervisors cease accumulating departmental seniority after twelve (12) months. However, they continue to accumulate their seniority within the company.

## **LETTER OF UNDERSTANDING 20 - 50/50 SCHEDULE**

#### Work schedule

- 2W/2L (W = work, L = leave)
- 3W/2L-2W/3L, 2W/3L-3W/2L schedule, (W = work, L = leave)

#### Vacation leave terms and conditions

- Vacation leave and pay: as set out in Article 24 of the agreement:
- The 2W/2L work schedule is not eligible for the Transition to Retirement Program (Letter of Understanding 7)
- Not eligible for the Wellness Program (WP)

#### Terms

The objective is to implement the 2W/2L schedule by the beginning of 2023.

Employees who wish to take advantage of the 2W/2L schedule must apply no later than September 30 of the year preceding the change.

When employees have chosen to go on a 2W/2L schedule, they will not be able to go back to other than a 50-50 schedule.

Employees may apply to change schedules once during the term of the letter of understanding.

Any new employees will be hired on a 50-50 schedule, i.e., 2W/2L or 3W/2L-2W/3L.

## Holiday season

To ensure that workers are present on site during the holidays, employees will work a 3W/3L period to stagger their work schedules. This will occur in the first quarter of the year.

#### **Problem cases**

Problem cases will be reviewed with the Union in a timely manner. Reviews will take into account seniority and operational requirements.

The Employer and the Union will also discuss the 2/2 schedule a year after it is deployed.

# LETTER OF UNDERSTANDING 21 – OVERALL BONUS CONVERSION

Once the 2022 collective agreement is signed, the Employer undertakes to include the 10% overall bonus in the hourly rate.

The conversion will be applied to the hourly rate before the agreed rate of increase is applied.

# **LETTER OF UNDERSTANDING 22 - MISCELLANEOUS PROVISIONS**

The Employer undertakes to:

- Increase the number of Class 1 positions at Site Services to 20 according to the current process
- Convert 13 time card mechanic positions to permanent positions in the Mine Maintenance Department
- Convert 3 time card building mechanic positions to permanent positions in the Utilities Department
- Convert 3 time card electrician positions to permanent positions in the Underground Electrical Department
- Convert 2 time card positions to permanent positions in the Site Services Department in Deception Bay
  - 1 pipefitter
  - 1 millwright

In relation to the articles below, the Employer agrees to:

15.01 Adjust the pay period on the pay stub

17.03 Keep the current system for calculating bonuses, but have Payroll add meal times to nickel and performance bonuses (1 hour per meal) based on the number of people on site for the concentrator team

18.03 Introduce a detailed paycheque stub within twelve (12) months of signing of the collective agreement

# LETTER OF UNDERSTANDING 23 - SETTLEMENT OF THE GRIEVANCE REGARDING TRAVEL TO THE WORK SITE

To settle Grievance #2019-29, the Employer will pay each employee in the bargaining unit retroactive compensation on April 30, 2022, based on the number of times they have travelled to the work site since the date of the grievance. This is conditional on withdrawal of the grievance currently in dispute.

# **LETTER OF UNDERSTANDING 24 - IMPROVING LABOUR RELATIONS**

In an effort to improve labour relations, the Employer is committed to holding a series of meetings of the Work Organization Committee before the end of 2022.

The purpose of these meetings will be to review and, if possible, resolve the contentious issues that were tabled at the negotiating meeting on May 24, 2022.

In addition, the Employer undertakes to hold a discussion session within two weeks of the ratification of the collective agreement with the Union in order to settle the various ongoing grievances.

## **LETTER OF INTENT - DRY ROOM**

The Employer is aware of issues regarding lack of space in the dry room. The following initiatives to remedy the situation are ongoing or in the planning stages:

- A list of dry room users based on legal requirements (in progress).
  - o Trio (basket, pigeonhole cabinet and box).
  - Duo (pigeonhole cabinet and box).
  - Single box.
- A temporary dry room to accommodate fluctuations in the use of the dry room during projects. This dry room will be reserved for contractors.
- A permanent expansion project for the women's dry room, which has reached maximum capacity.
- Installation of benches and boot dryers as per regulations.
- Expansion of the laundry room and addition of washing machines and dryers to ensure all work clothing is clean for the next shift.

Raglan Mine plans to complete all of these projects by the end of 2023.