

# **LOCAL ISSUE** **SETTLEMENT**

Between

**TILDEN MINING COMPANY L.C.**

and

**UNITED STEELWORKERS  
LOCAL 4974**

**SEPTEMBER 1, 2008**



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## **SECTION I: JURISDICTIONAL / CONTRACTING OUT**

### **Subsection 1. Jurisdictional**

Contracting out notices regarding work to be performed on the Gribben Basin will be issued to the Local that services the Tilden Plant, currently Local 4974, with the understanding that earth moving work historically contracted out will continue to be contracted out.

Contracting out notices dealing with crushing and/or screening that is to be done at the Tilden stockpiles or plant areas will be issued to the Local servicing the Tilden Plant with the understanding that the current practice to contract out this work will be continued until such time Company were to purchase this equipment (crushing and screening). The Company will honor its existing agreements regarding the utilization of a bargaining unit Front End Loader Operator(s) from Local 4950 to feed the screens and crusher.

All work associated with mining operations and maintenance including maintenance of the primary crushers and crude ore belts up to and including the tripper deck remains in the jurisdiction of Local 4950. 2008

### **Subsection 2. Tilden Pit Service Building and Permanent Buildings**

Management agrees that the Tilden pit service building falls within the jurisdiction of the Local that services the Tilden Plant. Contracting out notices for maintenance of the building will be issued to this Local and contracting out notices regarding the repair of pit and Empire plant mobile equipment and all service trucks and pickup trucks, will be issued to Local 4950. Contracting out notices for electric carts, forklifts, man-lifts, and skid-steers utilized within the Tilden Plant will be issued to Local 4974.

Management further agrees that notices for current permanent buildings such as Warehouse #5, Tilden pipeline, including pumphouses and booster pumphouses, and pellet loadout belts will be issued to the Local that services the Tilden Plant. The parties recognize that this is not an all inclusive list. 2008

### **Subsection 3. Tilden Pit Service Building Dry Facilities**

Should the Tilden pit service building dry facilities be reopened, employees who change there on a daily basis shall be considered members of the Local servicing the Tilden Plant. 2008

## SECTION II: FACILITIES AND EQUIPMENT

### Subsection 1. Facilities

1. **Pit Electrical:** A modular office/lunchroom has been purchased and located on the Electrical Area Mezzanine in the Pit Service Truck Shop for use by Electrical Department personnel. 1993
2. **Floor Covering:** Non-absorbent flooring has been evaluated and installed and will be utilized as required. 1993 (Revised 1999)
3. **Restrooms:**  
Item #1 – The restroom in the crusher will continue to be a unisex restroom until it is displaced by separate facilities.  
Item #2 – The restroom by the maintenance foreman's office in the garage has been designated as a unisex restroom until such time as it is displaced by separate facilities. 1993 (Revised 1999)
4. **Lunchroom Tables and Chairs:** The Company has committed to evaluating and replacing lunchroom seating, including both tables and chairs. 2008
5. **Repair Bay Areas:** At the conclusion of the 2008 negotiations, the Company agrees to discuss with the Union their concern regarding crowded repair bay areas and will consider their recommendations. 2008
6. **Smoking Shelters:** The Company agrees to install a limited number of three-sided wind-blocks for the purpose of smoking at each location. The Company and Union will discuss the appropriate locations at the conclusion of the 2008 Labor Negotiations. 2008

### Subsection 2. Equipment

1. **Heater Maintenance:** Management will attempt to maintain all heating units in mobile equipment in good operating condition during the winter season. 1980 (Revised 1999)
2. **AC Maintenance:** Management has instituted a preventative maintenance program on air conditioners for major mobile production equipment and any maintenance necessary will be scheduled and completed by May 15<sup>th</sup>. In addition, a program is to be in place to provide expeditious replacement of failed units. 1980 (Revised 1999)
3. **Heating and Cooling:** In plant heating (including portable natural gas heaters) and air conditioning systems will be properly maintained and kept in working condition. PM's will be performed prior to heating or air-conditioning season. 2004
4. **3 Conveyor Cart:** The Company shall purchase and maintain one (1) power driven cart for transporting parts, tools and materials up and down the 3 conveyors. 2008
5. **Electric Carts:** The Company will agree to purchase an additional four (4) electric carts. At the conclusion of the 2008 negotiations, Management will take into consideration the Union's recommendation and determine the area(s) to which they will to be allocated. 2008
6. **Forklift:** The Company shall purchase and maintain one (1) JCB 520 or equivalent forklift for use in the Boiler Room/De-slime area. 2008

## SECTION III: HEALTH

### Subsection 1. Policies and Procedures

1. **Nurse Coverage:** It is the Company's intention to provide nurse coverage at the Tilden Mine on a Monday through Friday day shift schedule. To cover periods of absence, at least one nurse will be on staff on a Monday through Friday day shift schedule between Tilden and Empire. 2008
2. **Work Inside:** If possible, all work on mobile equipment will be done inside. One stall will be kept open for minor repairs. 1977
3. **Maxi Heaters:** Maxi heaters will be utilized in unheated work areas as needed. 1977 (Revised 1999)
4. **Clean and Sanitary:** Management intends to keep lunchrooms, toilets, drinking fountains, washing facilities, etc. in a clean and sanitary condition. Employees must cooperate by refraining from writing on walls, throwing garbage on floors, and generally assisting in maintaining cleanliness in these areas. Employees will be designated to maintain cleanliness in the lunchrooms. 1977

## SECTION IV: AIR AND WATER QUALITY / NOISE REDUCTION

### Subsection 1. Dust

1. An Industrial Hygiene professional will be hired.
2. Due to the importance of this matter, Barr Engineering was on site this week to begin a review of the ventilation systems and sources of dust and will provide recommendations for the 2009 capital budget.
3. A comprehensive engineering analysis of air quality and dust conditions will be done by February 1<sup>st</sup>, 2009 to identify the source of the dust in both the Concentrator and Balling Area. Barr Engineering will do this analysis.
4. Management will advise the Union of plans to use any additional engineering companies to assist in this analysis and if the Union objects to any of the companies, Management will consider alternatives.
5. Management is willing to agree of a completion target of September 1<sup>st</sup>, 2009 for the recommended solutions to the Concentrator with the understanding that this date could change based upon the results of the engineering analysis. Target dates shall not be changed due to budgetary constraints.
6. Management is also willing to agree to a completion target of January 1<sup>st</sup>, 2010 for the recommended solutions to the Balling Area with the understanding that this date could change based upon the results of the engineering analysis. Furthermore, Management will reinstall the PK mixers in the Balling Area if the engineering study supports this as part of the solution to minimize dust. Such study shall specifically address the positive or negative aspects of re-installing the PK mixers. The pellet plant roof ventilation system will be upgraded in 2009. Target dates shall not be changed due to budgetary constraints.
7. Management will review the results of the engineering analysis with the Union when it is completed. Up to two (2) Union representatives will be able to attend all meetings between any engineering firms and Management.
8. When the engineering analysis is completed, and if it appears that the target completion dates are not achievable, Management will review this with the Union and the parties will jointly agree on new completion dates.
9. Due to the importance of this subject, the parties desire to get a solution implemented as soon as possible and the agreement to target dates, the Union will agree to consider contracting out installation of new equipment where the scope of work is such that the bargaining unit cannot complete in a timely fashion within the stated time frame. If contractors are used, all affected crafts shall have open overtime during the period that contractors are on site for this project.
10. The goal of the fixes identified in 5 and 6 above, is to comply with MSHA permissible exposure limits and provide the best air quality achievable in a heavy industrial application with today's engineering and equipment while allowing a minimum of a respirator free work area.
11. Please note that finding a solution to this dust issue is something that both parties desire, and Management is committed to finding a solution that works.
12. After completion of these air quality projects, all systems shall be operated, maintained and repaired.
13. No changes or modification to the engineered mode of operation shall be performed without recommendation of a reputable independent engineering firm. 2008

### Subsection 2. Dust and Noise Committee

Management and the Union have agreed to establish a Dust/Noise Committee whose sole initiative is to work toward dust and noise reductions in the Concentrator, Pellet Plant and Pit Service Building. Time lost from scheduled shift for preparation will be paid for by the Company.

#### Committee Membership

The Union will be represented by the Local Union President, Safety Committee Chairperson and one (1) other. Management will be represented by Section/Area Managers in the area under discussion. Meeting intervals, time allocation and agendas to be determined by the committee with no less than two (2) meetings per month unless mutually agreed otherwise.

#### Committee Activities

The parties commit to an open exchange of ideas and information on these initiatives and will monitor preventative maintenance activities and suggest actions to improve ongoing efforts in this area. Further, the committee will be supported by a mechanical engineer to perform studies, develop information, generate reports, etc. The committee will consider such issues as best uses of capital for improvement, participate in the development and review of any budget requests for capital, consider consultants and necessary training for employees performing dust collection service work, etc.

#### Support Activities

- The “Dust Crew” established in 1996 will continue to report to the Maintenance Department and will continue for the term of the agreement unless eliminated by mutual agreement of the parties. The present two-man crew will continue but will be supplemented as required.
- One employee will be assigned to Dust Collector Service work in each the concentrator and pellet plant. Copies of completed PM’s will be forwarded to committee members’ review on a monthly basis.
- Management commits to a mechanical and electrical man-hour expenditure of 10,000 man-hours on dust reduction efforts (in addition to committee time) and 1,000 hours on noise-related reduction efforts in the first full year of the agreement. In subsequent years, these hours will be reviewed and revised as part of the budgeting process.
  - Dust or noise studies will be promptly supplied by the committee members for review and discussion.
  - The Area Manager- Safety and Loss Control shall be considered an ad hoc member of the committee and may represent the mining area for discussion on issues concerning the pit service buildings.

Reporting

The committee will provide periodic reports of progress to the General Manager’s office. Should problems develop with respect to the functioning of the committee, the Union President will have access to the General Manager to discuss and attempt to resolve the problems. Unresolved issues which are subject to grievance will be expedited in Step 4 within 30 days. 1980 (Revised 1996)

**Subsection 3. Miscellaneous**

1. **Domestic Water Test:** Industrial Hygiene results of Occupational Exposure Testing, along with domestic water test results from outside firms, will be provided in the future to the Union Safety Committee Chairperson upon receipt by the Mine Safety Department. 1990
2. **Pit Shower Water:** An environmental representative, along with the mine nurse and Safety Committee Chairperson, will study the allegations (relating to pit shower water) and report findings to the joint Union/Management Safety Committee by 12-31-99. 1999
3. **Air Supplied Respirators:** The current number of six (6) air supplied respirators is sufficient and training will be provided prior to using. 2004
4. **Ventilation:** Management will make all reasonable attempts to improve ventilating system at the secondary crusher. 1980
5. **Diesel Scrubbers:** New diesel equipment purchased for use in the plants or shops will be purchased with factory installed scrubbers, if practical and available. We will install a scrubber, if available, on the forklift used by the Liner Crew. 1977
6. **Bentonite Dust:** The bentonite dust collection dust collection system will be evaluated and repaired as required. 2004
7. **Pellet Load Out Conveyors:** The Company agreed to implement an engineered solution to the high temperature and poor visibility issues on the 31-1, 31-3, 31-5 and 31-7 conveyor belt tubes contingent on the ability to get the required permits. 2008

## **SECTION V: HOLIDAYS**

### **Subsection 1. Days off Work**

1. **Deer Days:** Management recognizes the desire by employees to have unpaid time off in deer season and efforts will be made to accommodate as many employees with two (2) days off as is reasonable and practicable. 1990
2. **Holiday Off:** Management will continue its present practice of attempting to accommodate employees who desire a holiday off. 1990 (Revised 2004)

## **SECTION VI: OVERTIME AGREEMENT**

### **1. GENERAL RULES**

- a. This agreement supplements Appendix L of the 2004 Basic Labor Agreement or its successor designation of the 2008 Basic Labor Agreement and unless specifically agreed otherwise, all the provisions of Appendix L and the Local Issues Agreement continue in force.
- b. Overtime is considered to be hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day.
- c. Only hours worked at the Tilden Mine shall be charged to employees.
- d. Management will continue to utilize the payroll system or other system as a basis for overtime tracking.
- e. Management will provide 48-hour notice for voluntary overtime shifts when possible.
- f. The same overtime rules shall apply to all departments and groups within departments.
- g. Prior to scheduling an employee for overtime outside his department or group, all qualified employees in the group where the overtime is available shall first have the opportunity to work the overtime.
- h. Whenever overtime is refused for any reason, the amount of overtime refused will be counted as time worked for the purpose of overtime equalization. This includes scheduled overtime outside the employee's department or group.
- i. A copy of all overtime lists will be provided to the Local Union monthly and be made available more frequently if requested. Also, overtime lists will be posted weekly on the bulletin boards in the Plant and in the Pit Service building.
- j. The local parties have discussed the effect of the 2004 Basic Labor Agreement Section X, Subsection 15 (Temporary Vacancy), as it is applied to an employee electing a voluntary overtime shift as a laborer (in any department) relative to temporary vacancies that occur on that shift.
  - The employee taking the voluntary overtime is entitled only to the laborer overtime and does not bump a regularly scheduled crew employee who may be advanced in pay grade on his crew for any reason.
  - Once all regular crewmembers receive their assignments, then the overtime personnel, in accordance with the provisions of Section X, Subsection, will be assigned.
  - Fundamentally, the overtime person has no right to "bump" a regular crew member, nor does he/she have a seniority right to be assigned temporary vacancies ahead of the regularly scheduled crew members.
- k. It is understood that, should circumstances change that require the parties to give consideration to updating this agreement or correcting problems associated with this agreement, that either party may request a meeting. It is further understood, however, that discussions would be subject to rights and obligations provided by Appendix L and the Local Agreements executed by the parties.

### **2. INCLUDED / EXCLUDED HOURS**

- A. If an employee misses a shift during a 40-hour week and is asked to work any additional hours during the same week, these hours shall be counted as overtime for overtime distribution purposes. This rule shall not apply if the employee's schedule was changed prior to the start of the workweek.
- B. Shifts "made up" in a work week by those employees attending a meeting to meet military obligations shall not be counted for overtime purposes since this only allows the employee to work a normal 40-hour week.
- C. In cases of absences of one week or more, such as sickness, injury, leave of absence, military encampment or vacation, each employee shall be credited with the average amount of overtime worked by employees on his crew/group for the period of time absent.
- D. If an employee on a Monday through Friday schedule is requested to work overtime on a Saturday prior to a vacation week and declines, he shall not be charged with an overtime refusal. If the Saturday shift is worked, it shall be included in the overtime distribution.

### **3. BASELINE HOURS**

- A. Employees new to a department shall be considered equal to the average employee overtime in his group or classification for the purposes of overtime distribution. This rule also applies to the employees who have requested not to be considered for overtime and then provide notice to be reconsidered.
- B. Employees who request to not be considered for overtime will not be adjusted to the average of the overtime in his/her group or classification unless the request to be reconsidered occurs more than three (3) months from the date the employee asked not to be considered for overtime. Should an employee ask to be reconsidered within three months, his/her overtime will be the total of the overtime shifts worked prior to the request not to be considered plus the average amount of overtime worked in his/her group or classification between the request not to be considered and the request to be reconsidered.

C. Each January 1, each group and classification as indicated in 6. DEPARTMENTS (below) shall be ratcheted back to record beginning year overtime based on the relationship of the employee with the highest overtime to the remainder of the employees in the group or classification.

4. **RESTRICTIONS**

A. The parties agree that employees with restrictions present a unique problem in the equalization. Employee's restrictions may not allow them to participate in available overtime with employees who do not have restrictions. Accordingly, it is understood that restricted employees will participate in overtime to the extent work is available that meets their restrictions.

5. **DEPARTMENTS**

- A. Concentrator Operating
- B. Pellet Plant Operating
- C. Plant Maintenance
- D. Plant Electrical
- E. Warehouse
- F. Quality Laboratory

6. **DEPARTMENT GROUPS**

A. Concentrator Operating  
Day-to-day absences as well as extended absences are filled by upgrading employees on each crew; therefore, overtime is not normally worked in this department.

B. Pellet Plant Operating

- 1. Day-to-day absences as well as extended absences are filled by employees on each crew; therefore, overtime is not normally worked in this department.
- 2. During major or minor repair periods, the following groups apply.
  - a. Gunning Operating (Qualified but not posted)
  - b. Gunning Helper (Qualified but not posted)
  - c. All Other classifications

C. Plant Maintenance

- 1. Plant Repairmen and Welders
- 2. Heating Plant Attendant
- 3. Fire Systems Technician
- 4. Lube Technician
- 5. Toolroom Attendant (inc. light duty)
- 6. Plumber
- 7. Crane Repairman – Mechanical
- 8. Others (Helpers)

D. Plant Electrical

- 1. Electricians/Crane Repairman – Electrical
- 2. Electronic Repairman
- 3. Air Conditioning Repairman

1. Warehouse

- 4. Warehouseman (inc. light duty)
- 5. Service Truck Driver
- 6. Pitman Crane

E. Quality Laboratory

- 1. Quality Technicians

1980 (Revised 2008)

## SECTION VII: LUNCHES

### 1. Overtime Lunches

- A. It is the intention of the Company to provide lunches for **Employees** who work in excess of their scheduled shift.
- B. When overtime in excess of two hours is anticipated, lunch will be sent for immediately so as to afford employees an opportunity to eat at the regular designated times.
- C. In the event it is necessary to hold an employee over for five or more hours, a second lunch will be provided.
- D. If the employee chooses or if the Company is unable to furnish lunches to an employee for reasons beyond its control, such employee will be paid one hour allowed time for each lunch not made available.

The above applies to all employees working unscheduled overtime in excess of two hours. 1980 (Revised 2004)

### 2. Working Through Breaks

**When an employee works through the twenty minute lunch period and is not able to take lunch for over an hour from the beginning of the regular lunch period, He/She will be paid twenty (20) minutes of overtime pay in addition to being allowed to take lunch when they are able to do so.**

**When an employee works through the ten-minute break and is not able to take the break for over an hour from the beginning of the regular break, He/She will be paid ten (10) minutes of overtime pay in addition to being allowed to take the break when they are able to do so.**

2008

## SECTION VIII: SAFETY

### Subsection 1, Policies and Procedures

1. **Ambulance:** When required, ambulance service will be provided. Management has notified the ambulance services that billing should be sent to the Insurance Provider and any unpaid balance will be paid by the Company. 1977 (Revised 1980)
2. **Working Alone:** The Company agrees that there are certain areas and conditions under which employees should not work alone. The following examples do not limit or exclude other conditions that may arise:
  - A. Electricians working on energized equipment over 600 volts.
  - B. Areas of extreme heat and dust.
  - C. Areas where a temporary hazard exists.
  - D. **Where use of a safety harness is required.**
  - E. **Areas where two way radio communication cannot be reliably established.**
  - F. **Inside Primary Mills, Pebble Mills, Ball Mills and Process Fans.** 1977 (Revised 2008)
3. **Shovel Loading:** If possible, shovel loading will be done on the right side. 1977
4. **Loaded Production Trucks:** Loaded Production Trucks will not be parked at the service building at the end of shifts. Issue granted with the understanding that it may be necessary to have a loaded Production Truck at the service building for repairs or similar reasons. 1977
5. **Road Test:** On major repairs of production equipment, a road test will be conducted by qualified personnel. 1977
6. **High Work:** General policy is that except in case of emergency, outside erection and dismantling of structural steel involving high work will be done in daylight hours. 1980
7. **Red Tag:** Bargaining unit employees will "red tag" equipment they are assigned to operate if they determine that an unsafe condition exists. The supervisor must be advised when the equipment is "red tagged" and he will be responsible for correcting the unsafe condition(s). The red tag will show in bold print "DO NOT USE – UNSAFE," and will include the equipment number, reason, date and name of employee. 1986
8. **Safety Welding:** The following is considered to be "safety welding" and welding work will be performed by employees who have passed the Welder test for welding in the flat, vertical, horizontal, and overhead positions:
  - A. Catwalks
  - B. "D" rings
  - C. Lifting devices
  - D. Handrails
  - E. Crane booms
  - F. Monorail cranes
  - G. Mobile equipment frames
  - H. Jibs
  - I. Mounts for hydraulic cylinders
  - J. High pressure air, water and steam lines1986
9. **Speed Limit:** The maximum speed limit in the pit is 35 mph and signs will be posted. 1986
10. **Rack Out:** Only Electricians will be authorized to rack out plant and pit equipment. 1986
11. **Charged Blast Hole:** No drilling will occur within 25 feet of a charged blast hole. In the event that charged holes stand overnight, the area will be clearly marked and information communicated to pit employees of the situation. 1986
12. **Shovel Moves:** Operating conditions permitting, an effort will be made to make long shovel moves during daylight hours. 1986
13. **Inspection Tour:** In any month in which a full federal inspection has not been made, within five days prior to a scheduled monthly joint safety meeting, the Safety Department Representative and the designated Union Representative will make an inspection tour of the mine areas that have not been covered by a federal inspection. If an inspection cannot be concluded by the Safety Department Representative and Union Representative in the one day specified in the Contract, an additional day will be allowed. 1986
14. **Safety Seminars and/or Training:** The Union Safety Chairman and the Local Union President will be offered the opportunity to participate in appropriate safety seminars and/or training, provided mine Safety Department personnel also attend. Expenses associated with each participation and lost wages will be paid by the Company. 1990

15. **Prompt Response:** Safety issues discussed in the Company/Union safety meetings will be responded to promptly but in no case later than thirty (30) working days from the date of the meeting. 1996
16. **Safety Concerns:** Management agrees to assign the mine Union/Management Safety Committee the problem of communication of safety concerns to employees. The objective will be established a system of notification. 1996
17. **USR Replacement: The Local Union President may appoint a temporary replacement to fill in for the USR for absences greater than one week after consultation with the Mine General Manager.** 2008
18. **Crane Operation: Operation of mobile and overhead cranes will be done in accordance with the safety rule book and local task training.** 2008

## Subsection 2. Equipment

1. **Welding Gloves:** Welders will be provided insulated welding gloves if obtainable and if required. Any such gloves would have to be approved by the Mine Safety Department. 1974
2. **Maintain Lighting:** Management will continue efforts to adequately maintain lighting systems on pit equipment. 1980
3. **Speedometers:** Speedometers will be maintained in working order as required. 1980
4. **Radios:** All rubber-tire dozers will continue to be equipped with a two-way radio and mobile hand radios will be provided to track dozer operators. If a two-way radio is inoperative, a hand held radio must be provided. 1986
5. **Light Plants:** Two (2) additional light plants will be purchased before year end (1996) to meet present needs. Lighting needs vary depending on operating requirements and lighting will be provided as necessary to meet future needs. 1996
6. **Emergency Escape Catwalks:** The Company agrees to build emergency escape catwalks parallel to the 32 and 33 conveyor belts and install doors to access the emergency escape catwalk (between 50 and 100 feet apart). The parties further agree to define this work, cited herein, as major new construction and the work will be contracted out. Bargaining unit employees will be offered the work that is peripheral to this project. All affected crafts shall have open overtime during the construction period. 2008
7. **Sunglasses:** Prescription safety sunglasses will be provided to the posted Concentrator Loader Operator, Warehouse Pitman Operator, Vacuum Truck Operator, Hose Handler, Outside Electrician, Outside Electronic Repairman and the Pipeline Crew.  
Employees not addressed above, whose work assignments require outside work, may request prescription sunglasses. A request form can be obtained from their department associate and then authorized by the employee's coordinator.
  - Sunglass authorization and purchases will be handled via the same procedure and limitations as for regular safety glasses. (Obtain authorization form; bring to participating eye care provider; ordered from WOS Safety). Employees are to obtain authorization forms and visit eye care providers on their own time.
  - Replacement glasses due to a prescription change will not be provided unless twelve (12) months have expired since the last purchase.
  - Prescription glasses damaged in the line of duty will continue to be replaced as required on an exchange basis only.

Note: Safety sunglasses (non-prescription) shall continue to be available in the warehouse. 2008
8. **Hoist Drum Lighting:** The Company will install hoist drum illumination on the four (4) Primary and Pebble Mill high bay cranes and the four (4) Balling Floor high bay cranes. Subsequent to the settlement of the 2008 Labor Agreement, the union negotiating committee will meet with four of the senior Tilden plant management representatives to jointly review any additional cranes that may be added for consideration. This group will be charged with the responsibility of mutually agreeing on the cranes to be provided with illumination. 2008
9. **Overhead Cranes / Doors:** The Company will continue to inspect and perform preventive maintenance on overhead cranes and overhead doors and will follow MSHA standards as they pertain to them. 2008

## SECTION IX: SCHEDULES

1. **Outside Repairs:** During the months of October through April, notices will be posted prior to the scheduled outside repairs to inform employees who normally work indoors. 1977
2. **Car Pools:** Where possible, Management will continue to arrange shift changes to accommodate car pools. 1977
3. **Exchange Shifts:** Management will continue to assist our employees to exchange shifts wherever possible. 1980
4. **Contract Negotiations:** The member of the Union Negotiating Committee at the Tilden Mine shall be scheduled on day shift only during the period of basic labor contract negotiations (day shift – Monday through Friday). 1980

## SECTION X: VACATIONS

1. **Apprentice Movement:** Due to movement of apprentices between departments to accommodate training requirements, no posting of vacation will result. 1999
2. **Vacation Liability:** Information on vacation liability will be made available to the Union in advance of meeting with Department Heads to discuss annual vacation scheduling. 1990
3. **Split Week Vacations: Split week vacations (vacation by days). Employees will be allowed to schedule up to four (4) days in one (1) week. 2008**

## SECTION XI: VENDING

1. **Lost Money:** Employees may request a refund for lost money in vending machines at the Labor Relations office or with Pit and Plant Administrative employees. Employees will be reimbursed providing there is no abuse of this practice. 1980 (Revised 1990)
2. **Machine Locations:** Where space is available, can soft drink, candy, cigarette, and confectionery type machines will be provided in the three Mill lunchrooms, Pellet plant lunchrooms, and the Pit lunchroom. Profits will be deposited in the Coke fund. 1977 (Revised 1990)

## SECTION XII: WORK ASSIGNMENTS

1. **Equipment Operators:** Heavy equipment operators will be assigned to same piece of equipment consistent with the efficiency of mine operations and subject to terms of the Basic Labor Agreement. 1980
2. **Light Duty Jobs:** The Company will designate the following jobs for placement of physically restricted employees as approved by the Medical Director/consultant.
  - A. Tool Room Attendant
  - B. WarehousemanThe parties may mutually agree to additional classifications that may be used for assignments concerning light duty. Placement of employees in these jobs will be reviewed on a case-by-case basis with the Union in accordance with Section II, Paragraph D of the Seniority and Posting Agreement. 1980 (Revised 1999)
3. **Day Shift Vacancies:** The Company and Union mutually agree that as permanent vacancies occur on steady day shift crews, Concentrator Maintenance and Pellet Plant Maintenance Departments will comprise a single department for employees in the Plant Repairman craft and the Concentrator Maintenance, Pellet Plant Maintenance and Pit Maintenance Departments will comprise a single department for employees in the Welder craft. Departments for Electronic Repairman and Electricians shall be as follows: (1) Pit, (2) Concentrator, and (3) Pellet Plant. The senior employee in the craft desiring such assignment will be assigned to fill the vacancy. 1986
4. **Temporary Vacancies:** A procedure will be established that will afford General Laborers working Monday through Friday day shift work schedule who are senior to employees on the rotating crews, the opportunity to fill temporary vacancies on rotating crews that occur on a day-to-day basis within their respective assigned department. Temporary vacancies resulting from rotating crew employees being absent on a weekly basis will be filled by the senior qualified employee. 1986
5. **Down Posting:** Management will institute the following procedure whereby non-craft employees may request to give up a posted job in favor of a permanent day shift general laborer labor pool job. Craft employees may utilize the procedure provided they are 50 years of age or older with 5 or more years of service.
  - A. The employee must sign a request to voluntarily leave a posted job and to be assigned to one (1) specific labor pool once a permanent vacancy occurs. This request must be signed in advance of the vacancy.
  - B. The senior employee requested the vacancy will be assigned to the job provided there is a qualified employee available to replace him.
  - C. If no qualified employees are available to replace the senior employee, the labor pool may be filled temporarily until an employee is qualified to replace the senior employee requesting the day shift vacancy.
  - D. It is understood that an employee will have the option to leave a posted job for a day labor pool vacancy during the term of agreement. One option to 8-31-2010. Second option 9-1-2010 thru 8-31-2012.
  - E. Should an employee decline a vacancy in a day shift labor pool, he will be deemed to have exercised his option for the term of agreement. 1993 (Revised 2008)
6. **Light Fixture Cleaner:** The Company will agree to post and fill one (1) Light Fixture Cleaner position at the Tilden. The successful applicant will work a D/D/A schedule. 2008
7. **Crane Repairperson:** The Company will post and fill one (1) Crane Repairperson – Electrical and one (1) Crane Repairperson – Mechanical to create a two (2) person Crane Crew. Successful qualifications for these positions include:
  1. Employee must be physically capable of performing the work.
  2. Employee must be capable of working at heights.
  3. Candidates must be qualified as an Electrician Standard or Plant Repairman Standard.
  - a. These positions will be considered part of the Plant Electrical and Plant Maintenance departments and work under the job descriptions of Electrician – Field and Plant Repairman. It is understood that the Electrical position will assist the Mechanical position and the Mechanical position will assist the Electrical position.
  - b. Crane inspection and repair training will be provided for the people on the Crane Crew, however, Electricians and Plant Repairmen are capable of performing most crane repairs and will be assigned as needed.
  - c. The Electrical position will be paid at job class 20 and the Mechanical will be paid at job class 18.
  - d. Incumbents would be permitted to post out of this position back to their former craft.
  - e. In the event of a range-wide layoff, this position would not be protected and the incumbent could be bumped by a senior Electrician or Plant Repairman. 2008
8. **Utilityperson – Maintenance:** The Company will post and fill one (1) Utilityperson - Maintenance. This position will be considered part of the Plant Maintenance department and paid at job class 8. 2008

9. **Mobile Crane Operators: Job class additives for Mobile Crane Operators are established as follows:**  
**Crane Operator – Job Class 12**

<b><u>Rated Lift Capacity</u></b>	<b><u>Job Class Additive</u></b>
30 tons up to and including 100 tons	1 Job Class
Over 100 tons up to and including 150 tons	3 Job Classes
Over 150 tons	5 Job Classes

- 2008
10. **Warehousepersons Additive: Posted Warehousepersons will receive a two (2) point job additive. This additive is not applicable to employees working in the warehouse that are not posted Warehousepersons (i.e. medical restrictions). 2008**
11. **Union Officer Transfers: The elected top five (5) officers of the Union who are impacted by an involuntary transfer (not the result of a range-wide displacement or recall) that results in a change in Local Union membership, shall be given the option to either accept such transfer, or remain at his/her property as an Elected Union Official, retain their rate of pay until the end of their current elected term and be assigned work they are qualified to perform. At the conclusion of his/her current elected term, the employee will be assigned to the transferred position or to the position his/her seniority provides in accordance with the Range Wide Agreement, or drop to General Laborer classification and remain at the current property. 2008**

## SECTION XIII: TRAINING

### Subsection 1. Advanced Placement Program

#### 1. Electricians

The following outlines the requirements for an advanced placement program for Electricians. This program would be applicable for current or future employees in an effort to increase their skills and give them an opportunity to become crafted.

- The Company will post for a specified number of Electricians. Those applicants who receive a passing grade on the Electrician Field written test will become Electrician Starters. If the posting clears, the applicants scoring between 32 and 34 on the test will be offered, in seniority order, the option of entering the Advanced Placement Program. The number entering the program will be up to the number of unfilled Electrician positions from the initial posting. In the event that the number of employees becoming Electrician Starters plus the number entering the Advanced Placement Program is less than the number offered in the posting, the Company may hire new employees, who scored between 32 and 34, directly into the Advanced Placement Program.
- Current employees who previously scored at least 32 on the Electrician Field written test will be considered for the program and would not have to re-test.
- Qualified individuals will be assigned to a department (Tilden plant, Empire plant, Truck shop, Shovel/Drill) as an apprentice and work primarily with an Electrician Standard, which could be either day shift or shift work.
- Selected employees will be paid at the highest Electrician Apprentice level per the BLA.
- Qualified individuals must retake the Electrician Field written test after six (6) months
  - Upon receiving a passing grade, individual will advance to Electrician Starter and will be scheduled for performance factor testing.
  - Upon receiving a failing grade, the individual will be returned to their previously held position.

This agreement will be in effect during the term of the 2008 Basic Labor Agreement. Either party can withdraw their approval of this agreement by providing the other party written notice. The agreement will terminate 90 days from the date of written notice. If terminated, employees currently in the program will be permitted to complete and test. 2008

### Subsection 2. Miscellaneous

1. **Crusher Attendant:** The Attendant is to receive his/her regular rate of pay while training on the Crusher Operator job but on occasions where the Attendant is called on to operate the crusher in the absence of the Operator, the employee is, for that period of time, the operator and should be paid as such. 1993

## SECTION XIV: MISCELLANEOUS

1. **Direct Deposit:** Upon request by an employee, arrangements will be made to deposit a designed amount or his full paycheck in either a local credit union or bank. 1977
2. **Personnel File:** If any employees have any questions regarding the contents of their personnel files, the Company will privately discuss the questions with the employee. Discussion will not be held during the employee's scheduled work time. 1977
3. **Bulletin Boards:** The Company will provide 2' by 3' (approximate size) bulletin board in the Concentrator, Pit Service Building lunchrooms, and Pellet Plant lunchroom for Union use. Employees will not be permitted to loiter at these boards other than during scheduled lunch periods. 1977
4. **Air Conditioning:** All purchases of major mobile equipment will include air conditioning. 1980 (Revised 1993)
5. **Coveralls:** Management agrees to continue to wash coveralls for maintenance mechanics. 1980
6. **Tape Player:** Management will provide a tape player for employees' use in the lab. Employees to provide tapes. 1980
7. **Blasting Duties:** Vendors delivering blasting supplies will not perform blasting duties. 1986
8. **Coke Fund:** The Company and Union agree that all disbursements from the coke fund will be through mutual agreement between Management and Union officials. An exception will be the routine expenditure to send flowers/monetary gift when deceased is an active employee, spouse, or parent. 1986
9. **Vehicle Problems:** Management will continue to have starting unit available during periods of cold weather and continue the present practice of providing assistance to employees with vehicle problems. 1990
10. **Conference Rooms:** To assist the Union in preparation for meetings with Management, the use of mine conference rooms will be permitted. Scheduling of the rooms must follow the individual mine's procedure. The Union at each mine will be advised of the procedure to follow. 1996
11. **Temporary Foreman:** The local union grievance chairman will receive a current list of employees used as temporary foreman and crew coordinators. As lists are updated with new employees, the revision will be given to the Chairman.
12. **Blue Card:** The blue card program in the pit area will be discontinued. This is without prejudice to management's right to institute absenteeism control programs. 1993
13. **Changes Affecting Pay:** Employees will be notified of daily changes that will affect their pay. 1993
14. **Posting Daily Pay Rates:** Management will consider the feasibility of this request (posting daily pay rates) and meet with the union to discuss once we the new payroll system up and running properly. If practicable, the rates will be posted. 1993
15. **Investigations:** The Company will include hourly employees as appropriate in investigations of major breakdowns to determine the reason for the failure. 2004
16. **Made In The U.S.A.:** The Company will purchase tools that are made in the U.S.A. when practical. Product quality, availability, lead-time, and price will be considered. 2008
17. **Color Of Hard Hats:** Subsequent to the ratification of the 2008 Labor Agreement, the Company will agree to discussions with the Union regarding the color of hard hats worn by various groups throughout the property. 2008
18. **Emergency Contact:** On an annual basis, the Company will provide refrigerator magnets to employees that indicate the three main emergency contact phone numbers. 2008

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