

COLLECTIVE AGREEMENT

BETWEEN

CHEMICAL LIME COMPANY OF CANADA INC.

AND

THE CEMENT LIME AND

GYPSUM WORKERS DIVISION OF THE

INTERNATIONAL BROTHERHOOD OF

BOILERMAKERS LOCAL D486

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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ARTICLE I PURPOSE

1.01 The Company and the Union have entered into this agreement at Langley, British Columbia, to record terms and conditions of employment, resulting from collective bargaining, which are to be observed by the Parties hereto. It is their desire to maintain a harmonious relationship between the Company and its employees, to settle all differences in an amicable manner as herein provided, and to work together to achieve the most efficient operation of the plant and to promote the safety and health of the employee.

ARTICLE II RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for union employees at its operation located in Langley, B.C. It is agreed that all management, office staff, and sales personnel are and will remain excluded from the bargaining unit.
- 2.02 All employees who are members of the Union at the execution of this agreement, or all persons hired as new employees after the signing of this agreement and within the collective bargaining unit, shall remain members in good standing in the union as a condition of employment during the term of this agreement.

The Company shall deduct, monthly, commencing with the first month following hire from wages owing and payable to each employee within the Union jurisdiction, the regular monthly membership dues and initiation fees of such employees provided they have completed the proper written assignment of wages and shall remit all deductions monthly to the Financial Secretary of the local union.

The local union shall advise the Company in writing, of the common deduction to apply to each employee. If there should be any change in the amount of such deduction, the Company shall be advised of such change, by the Union one month prior to its effective date.

With the monthly remittance of the Union dues, the Company shall furnish the Union with a duplicate statement showing the total amount deducted and the names of any employees for whom deductions were and were not made.

The Company shall not be responsible for collecting any past or future arrears in Union dues, but shall be obliged to deduct monthly the regular dues as long as wages due the employee are sufficient to cover this deduction.

ARTICLE III COMMITTEES

- 3.01 The Company agrees to recognize a negotiating committee and a grievance committee not exceeding two employees in number, selected by the employees as authorized representatives of the Union and the employees in the negotiating of an agreement and the processing of grievances. Two employees will be permitted to be absent from work to attend negotiations for a collective agreement, and two employees for the processing of grievances.

3.02 The Company shall pay two negotiation committee members up to four days (32 hrs. maximum) for time lost from their work due to the performance of committee duties.

The negotiating committee may be assisted by duly appointed officials of the union.

ARTICLE IV CONTRACTING

4.01 The Union acknowledges that it is the right of the Company to get any work done, including fabricating repairs, additions to plant, removal of parts or obsolete plant, etc., in the most economical way. This includes the right to obtain bids and award contracts on any specific requirements and to award the work to the successful bidder regardless of the affiliation of the bidder. Company agrees not to contract out any of the work normally performed by the bargaining unit if such contracting out would result in the layoff of any employees.

ARTICLE V COMPANY RIGHTS

5.01 The Union acknowledges that it is the exclusive function and right of the Company to:

- (a) maintain order, discipline, and efficiency;
- (b) operate and manage its business, extend, curtail or cease operations and to determine the number and classification of men required for any and all operations;
- (c) make and alter from time-to-time rules and regulations to be observed by employees on the job: to hire, direct, evaluate, promote, demote, layoff, discipline, suspend and discharge for "just cause" all employees;
- (d) arrange and rearrange shift schedules to minimize cost and to maximize effectiveness of personnel;
- (e) use supervisory personnel to do or assist in doing work normally done by members of the bargaining group but only in cases of emergency to avoid injury, loss of life or loss of property, production, material or machinery;
- (f) obtain maximum efficiency by use of any innovations, automation, computerization or any other means in order to remain competitive and viable.

The company rights as a whole may be limited only where provisions elsewhere in the collective agreement specifically limit such rights.

ARTICLE VI SENIORITY

6.01 Seniority shall be determined by an employee's length of service in the Company. New employees shall be considered as probationary, without seniority. Following completion of sixty (60) working days in a twelve (12) month period, an employee shall assume full seniority dating from his most recent date of employment. During the probationary period the Union shall represent such employees in every capacity except as to discharge. When work is available for a satisfactory new hire, he/she will be moved into Labour Class 1(b) after 60 days. It is the intent of the parties to provide full time employment wherever practical.

- 6.02 Seniority shall be defined as the accredited length of service attained by an employee. The Company undertakes to maintain a seniority list showing seniority status of all employees of the Company covered by this agreement and agrees to supply the Union with an up-to-date seniority list of employees on request.
- 6.03 In cases of reduction of work force, layoff and recall after layoff, and selection of employees for posted job vacancies, the following factors shall be considered:
- (a) seniority;
 - (b) ability to perform the work, in respect of any job, whether skilled or unskilled, the standard of ability is whether or not the employee can meet the reasonable requirement of job performance in terms of both quality and quantity;
 - (c) physical fitness;
 - (d) job postings;

When there is a vacancy, a new job created, or a "posted spare" position created, those employees who wish the job shall be considered for the job in order of seniority rating, taking into consideration ability. It is understood that in considering applications for lead men, ability and experience shall be given substantially greater weight and, in addition, the qualities of leadership will be an important consideration. All vacancies and new jobs created shall be immediately posted seven (7) calendar days on the bulletin boards in order to give any employee an opportunity to make application for such job or jobs. Such application shall be in duplicate, one copy to be sent to the Company, and the other copy to the Union.

It is understood that in case of emergencies, vacancies and new jobs created, they shall be filled by the Company until such time as applications provided for the above shall have been filed and considered, determining by whom such vacancies shall be permanently filled. Job awards shall be made within seven (7) calendar days of closing bids at which time the job award shall be posted and the Union notified. The successful applicant for a posted job must be put on the job immediately provided the job is in operation, and in any event as soon as the vacancy his transfer creates has been filled through the normal procedure described in this Article. Any dispute between the Union and the Company over which employee shall fill a vacancy or newly created job, shall be resolved in accordance with procedure outlined article VII. The successful applicant will be given a trial period of up to four (4) weeks for a stone plant operator and eight (8) weeks for a quicklime operator. If the selected applicant proves unsatisfactory during the training period, such applicant shall be returned to his former position and all others changed by reason of such promotion shall be returned to their former positions.

Successful applications for a job posting will be limited to one posting every twelve (12) months. This provision may be waived by mutual agreement of the Company and the Union. An employee will be permitted to hold only one posted spare position at any one time.

6.04 In the event of a reduction of crew, the employees shall be laid off in the reverse order of the Company's seniority, their ability to do the work required being considered, with two days familiarization and when it is necessary to increase the work force, such laid off employees shall be re-employed in the reverse order in which they were laid off providing that they are able to perform the work required. If an employee is laid off in excess of thirty (30) days, he may apply for any job and displace that employee providing he has more seniority than the permanent job holder, and receive the normal rights as under a posted job. Excluded from this provision are employees working in the quicklime operators, lab, and maintenance department.

6.05 If a permanent employee is to be laid off for a period longer than one week he/she must be so notified at least seventy-two (72) hours prior to such layoff or be paid twenty-four (24) hours at straight time in lieu thereof. The Company will provide as much prior notice of layoff as is possible in addition to the minimum seventy-two hour requirement. The Company will not be required to comply with this section when layoff is caused by reasons beyond the Company's control such as lack of raw materials, prolonged power or gas failure, damage from fire, earthquake, wind, flood, explosion, etc.

6.06 An employee shall cease to have seniority rights and his/her employee status with the company shall be terminated for all purposes is he/she:

- (a) voluntarily leaves the Company;
- (b) is discharged with just cause;
- (c) is absent without leave for more than two (2) consecutive working days except in cases of accident, family emergency or sickness confirmed by medical certificate, if requested, provided the company is notified of such family emergency, accident or sickness as soon as possible;
- (d) reaches the age of normal retirement in accord with the terms of the Pension Plan for Unionized Employees whether or not he/she is a member of the Pension Plan;
- (e) has been laid off for a period in excess of two (2) years provided he/she has more than one (1) year service. Employees on layoff shall notify the company in writing once each month of his/her desire to have his/her name retained on the recall list, or lose the right to be recalled. An employee with less than one (1) year's service shall cease to have seniority rights following a period determined on the basis of one (1) month for each month's service;
- (f) fails to advise he/she will return to work within three (3) calendar days after notice to return has been sent by registered mail to the last address on record with the Company and fails to return to work within three (3) days thereafter.

6.07 Employees must notify the Company in writing of any change in address.

ARTICLE VII ADJUSTMENT OF GRIEVANCES

7.01 Should differences arise between the parties hereto as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such difference.

Differences between the parties or persons bound by this Agreement concerning its interpretation application, operation or any alleged violation thereof shall be resolved by the following procedure:

STEP 1 A grievance must be brought to the attention of the company within seven (7) calendar days from the occurrence of the events which gave rise to the grievance, or seven (7) calendar days from the time that the basis of the grievance first came to the attention of the employee.

An employee desiring to solve a grievance shall, either alone or, if he/she so elects, accompanied by his/her Shop Steward, discuss the matter with the supervisor in charge of the work where the grievance arises, and if it be settled that shall end the matter.

STEP 2 Where agreement is not reached pursuant to procedure provided or, where the matter affects more than one employee or where the matter is a complaint by the Company, the complainant party to the Agreement shall submit to the other party a written statement of the particulars of the matters in dispute and the redress sought and, within seven (7) calendar days after such submission, the parties shall confer and try to agree; and if agreement is reached that shall end the matter.

STEP 3 A grievance which is not resolved at step 2 may be referred to the Management of the Company within seven (7) calendar days of receipt of the supervisor's reply at step 2. The Company shall arrange a meeting within seven (7) calendar days of receipt of the grievance. This meeting may be attended by the grievor, member of the Union Committee, the International (National) representative and such representatives of the Company as may be designated. The decision reached by the Company at step 3 shall be given in writing within seven (7) calendar days from the day of the meeting.

STEP 4 If the matter be not thereby composed within seven (7) calendar days, either party may refer the matter to arbitration by notice to the other party that it wishes arbitration and setting out particulars of the question to be decided. The parties shall first endeavour to agree on a single arbitrator. If the parties fail to agree, the following provisions for a three (3) man arbitration board will apply.

Within seven (7) calendar days from the time the notice is served, each party shall appoint a member of the Board and notify the other party of the name and address of its appointee. The two (2) members so appointed shall select and appoint the third member who shall be Chairman, but should they not do so within seven (7) calendar days, then either party may apply to the Labour Relations Board to appoint a person to be Chairman.

- (a) The Award of the Arbitration Board shall be final and binding upon the parties.
- (b) Should the parties disagree as to the meaning of the Award, either party may apply to the Chairman to reconvene the Board to clarify the Award which it shall do within forty-eight (48) hours.
- (c) The time limits fixed by this procedure may be extended by consent of the parties to this Agreement in writing. Saturdays, Sundays, and holidays shall not be counted in determining the time within which any action is to be taken under this Article.
- (d) Each party shall pay:
 - (i) The remuneration and expenses of the Arbitrator it appoints;
 - (ii) One-half of the remuneration and expenses of the Chairman;
 - (iii) One-half of the expenses of the Board for clerical assistance, supplies and rent for a place to meet.

7.02 The union agrees to furnish to the Company the names of the members of the Grievance Committee in writing.

7.03 All decisions arrived at by agreement between the management of the Company and the union committee with respect to grievance shall be final and binding upon the Company and the employees.

7.04 Where practical, grievance meetings will be scheduled during the regular working hours. It is understood that no additional consideration or payment will be given to employees should a meeting extend beyond regular working hours.

ARTICLE VIII DISCHARGES AND SUSPENSIONS

- 8.01 The Company reserves the right to discharge or suspend any employee for just cause. In the case of a discharge or suspension, the Company will copy the Union within five (5) calendar days thereof.
- 8.02 The Union must file an appeal within five (5) calendar days of receipt of notice of discharge or suspension or the right to appeal is lost.
- 8.03 In the case of a grievance involving the discharge or suspension of an employee, steps 1 and 2 of the grievance procedure will be omitted and an expedited grievance will immediately proceed to step 3.

ARTICLE IX LEAVE OF ABSENCE

- 9.01 Requests for a leave of absence of 30 days or less, must be made in writing to the employee's immediate supervisor. Requests for a leave of absence exceeding 30 days, must also be submitted in writing and authorized by the General Manager prior to making any commitment to the employee. The employee benefits program will be held in suspense for leaves of absence exceeding 30 days. All requests so received will be given immediate attention and consideration, with operating requirements being the determining factor. The employee will be advised of the leave conditions in writing.
- 9.02 An employee, selected and acting as a representative for the Union shall be granted a leave of absence without pay upon written application to the Plant Manager at least five (5) working days prior to requested days off. In the case of a quicklime operator, the time will be granted if operating circumstances permit it.
- 9.03 The Company shall not be required to grant the privilege under this article to more than one person at the same time.
- 9.04 Any employee selected or appointed as a full time Union official shall, during his/her term of office but not longer than the duration of this agreement or any renewal thereof, be given leave of absence without pay and/or benefits and without loss of seniority rights. Leave under this provision will be granted only after at least 30 days written notice.
- 9.05 A regular employee who suffers the death of his/her spouse, children, parents, parents-in-law, brother, sister or grandparents shall be granted leave of absence on request up to three (3) days with pay to attend the funeral provided that such days are scheduled work days for the employee and provided that one of these days is the day of the funeral. If the employee must travel beyond a radius of 400 miles to attend the funeral he/she will be entitled to an additional two half days pay (8 hours at the straight time rate).
- 9.06 Employees on Weekly Indemnity or Workers' Compensation benefits shall not be entitled to funeral leave.

9.07 When subpoenaed, an employee who serves as a juror or witness shall be paid, on a daily basis, the difference between the pay received for such jury duty and the pay he/she would otherwise have received, subject to the following conditions:

- (a) the employee has completed his/her probationary period;
- (b) the days eligible for such payment shall be scheduled working days of the employee upon which he/she would otherwise have worked.

ARTICLE X VACATION

10.01 Subject to the other provisions of this Article, employees will be entitled to vacation with pay as follows:

- (a) in the calendar year of hire, one (1) day for each calendar month of service to a maximum of ten (10) days. Vacation may be taken only after satisfactory completion of the probationary period.
- (b) in subsequent years:

Calendar Year of Service	Annual Vacation Entitlement
2 nd and 3 rd	Two (2) weeks
4 th to 8 th (incl.)	Three (3) weeks
9 th to 17 th (incl.)	Four (4) weeks
18 th and thereafter	Five (5) weeks

10.02 Vacation pay will be calculated as follows and will be paid at the time of vacation in the year in which the entitlement is earned. Holiday pay will be paid to employees for actual holidays taken prior to June 1 of any year. The holiday pay will be consistent with the number of days taken.

Entitlement	The Greater of (excluding taxable benefits):
1 day/cal mo. (max. 10)	8 hours pay/day or 4% of gross earnings
Two (2) weeks	80 hours or 4% of gross earnings
Three (3) weeks	120 hours or 6% of gross earnings
Four (4) weeks	160 hours or 8% of gross earnings
Five (5) weeks	200 hours or 10% of gross earnings

10.03 An employee must take his full vacation entitlement yearly. Vacations may only be carried over from year-to-year in cases where pressure of work has prevented the taking of vacations or in other extenuating circumstances as determined by the Company. Permission to carry over vacations must be applied for in writing to the supervisor.

- 10.04 Notwithstanding the terms of item 10.03, an employee whose probationary period ends in the calendar year following year of hire shall automatically be entitled to carry over vacation earned in the year of hire.
- 10.05 Where employment ceased during a year in which the employee has not taken the full or prorated vacation with pay provided under item 10.01, the Company will pay the greater of an amount equal to 4% of gross earnings for the year to date of termination, or one week's gross earnings for each week of unused vacation prorated to the date of termination.
- 10.06 Pay in lieu of vacation will not be granted except as set out in item 10.05.
- 10.07 Employees will be entitled to at least two (2) weeks of their vacation entitlement during the period of June 1st to September 30th. Selection of vacations will be based on seniority within each of the following departments: maintenance, quicklime plant and limestone plant. Preference will be given to employees who post their vacation prior to May 1st of the calendar year.

ARTICLE XI STATUTORY HOLIDAYS

- 11.01 The following eleven (11) days will be observed as plant holidays:

Holiday

New Years Day	January 1 st
Victoria Day	1 st Monday preceding May 24 th
Good Friday	
Canada Day	July 1 st
B.C. Day	1 st Monday of August
Labour Day	1 st Monday of September
Thanksgiving	2 nd Monday of October
Remembrance Day	November 11 th
Christmas Day	December 25 th
Boxing Day	December 26 th
December 31 st	

Each of the above days may be changed to a more suitable day when such change is mutually agreeable to the Union and the Company.

- 11.02 Where an employee is required to work the holiday he/she shall be paid at a rate of time and one half (1 ½ X) his/her regular pay, and in addition, be given a regular working day off with pay at some other time not later than his/her annual holiday.

11.03 Employees shall be entitled to a day off work for each of the above holidays. An employee shall not be entitled to the day off if:

- (a) he/she has not been employed by the Company for more than thirty (30) calendar days, or if the employee has no regular schedule of hours or the employee has not worked or earned wages for at least 15 of the last 30 days before the statutory holiday.
- (b) the holiday occurs while he/she is on layoff, Workers' Compensation, or weekly indemnity.

11.04 If the holiday falls during an employee's annual vacation, his/her vacation may be extended by one day.

ARTICLE XII HOURS OF WORK AND OVERTIME

12.01 For employees on a steady day shift the working hours shall consist of:

- (a) One week's work shall consist of forty (40) hours made up of five (5) consecutive shifts each, Monday through Saturday. The working day shall consist of eight (8) hours scheduled to start between the hours of 6:00 a.m. and 11:00 a.m. with $\frac{1}{2}$ hour off for lunch.

12.02 For employees working shift work in the quicklime plant, the work hours shall consist of either:

- (a) an average of forty-two (42) hours per week over a four (4) week period for a total of 168 hours, in accordance with Schedule B attached.
- (b) an average of forty-two (42) hours per week over an eight (8) week period for a total of 336 hours in accordance with Schedule B-2 attached. With the implementation of twelve (12) hours shifts, the parties agree as follows:

The twelve (12) hour schedule will apply only to those employees working in the job classification of quicklime operator or helper, however, twelve (12) hour shifts may be requested at other parts of the plant.

The continuation of the twelve (12) hour shift will be on the condition that there will be no extra cost to the Company and that the efficiency of the kiln operation will not be adversely affected.

Effective October 1, 1996, employees working on shift, on overtime in the Quicklime plant on Sunday will be paid the regular overtime rate plus the Sunday Premium.

Overtime will not be paid if incurred as a result of implementing and/or discontinuing the twelve (12) hour shift schedule. Employees entering or leaving the schedule (e.g., for relief purposes) will not be paid overtime for the ninth (9th) to twelfth (12th) hours of the shift or for hours in excess of forty (40) hours in a week.

The Parties recognise that the most significant benefit of this schedule is the additional days free from work. The Parties also recognise that absenteeism without adequate notification to allow arrangements for alternate coverage becomes a much more serious problem than it normally is on eight (8) hour shifts. In recognition of these facts, the Parties agree to:

- (i) encourage 100% attendance by all employees;
- (ii) encourage co-operation from those on days off to act as replacements for any absentees.

- 12.03 For employees of the stone plant the hours of work shall consist of forty (40) hours per week. The normal work week will consist of five (5) shifts of eight (8) hours each, or four (4) shifts of ten (10) hours each.
- 12.04 At least forty-eight (48) hours notice of change of shift will be given to shift workers. In the event such notice is not given, time and one-half (1 ½ X) will be paid for the first shift following change without notice; this premium shall not apply upon return to the employee's regular shift.
- 12.05 If an employee is not notified at least twelve (12) hours prior to the start of his/her next regular shift not to report for work, then minimum of four (4) hours work will be provided for that next shift; or four (4) hours pay will be given in lieu thereof.
- 12.06 Once an employee commences work on his/her regular shift not less than four (4) hours work will be provided.
- 12.07 The Company agrees to post a work schedule for all employees one (1) week in advance of its effective date, subject to change.
- 12.08 There will be a ten minute coffee break morning and afternoon, taken at the employee's work station where practical to do so.
- 12.09 Overtime will be paid on the basis of time and one-half (1 ½ X) the regular hourly rate. Double time (2 X) will be paid for all hours in excess of ten (10) in a day or forty-eight (48) hours in a week subject to 12.11.

- 12.10 Overtime work shall be equally divided among the employees of respective departments insofar as it is practical to do so. Regular full time employees will be asked to work overtime before temporary employees are asked. Employees are expected to work at the request of the management. Employees on continuous operating jobs (kiln) must remain on the job until relieved. If an emergency arises when possible injury to personnel, or damage to equipment or property or loss of production could occur, employees can be required to work overtime until the emergency has ceased.
- 12.11 Except for those employees covered in Section 12.03, work in excess of eight (8) hours per day shall be deemed overtime. Those employees working in the stone plant on a ten (10) hours per day, four (4) days per week basis will receive overtime after ten (10) hours in a day. Except for employees covered in Section 12.02, work in excess of forty (40) hours in one (1) week shall be deemed overtime. Employees working in the quicklime plant on shifts as contained in Schedule B will be paid an average of two (2) hours of overtime per week. The two (2) hours will be included in an employees determination of weekly overtime.
- "Week" shall mean a 7-day period commencing with Monday and terminating on the following Sunday. "Day" shall mean any 24 hour period. Overtime shall be paid at the overtime rate with the following provisions:
- (a) Both daily and weekly overtime shall not be paid the same hours. When overtime is required a minimum of one-quarter (1/4) hour at overtime rate will be paid.
- 12.12 Any employee called out to work on his/her scheduled days off shall be paid the overtime rate. Probationary employees will be entitled to overtime on schedule days off only if he/she has worked more than forty (40) hours in the week. Any employee making up lost time at his/her own request and with the immediate supervisor's prior approval on his/her scheduled days off shall be paid the regular rate. Regular work shall not be disturbed by this arrangement.
- 12.13 The overtime rate will be paid for all hours worked on Sunday except when the work is part of the employee's regular shift. Where Sunday work is part of the employee's regular shift he/she will be entitled to a premium for Sunday work. Effective October 1, 1996, the Sunday Premium will be increased to \$9.00 per hour.
- 12.14 No employee shall work overtime without the approval of management.
- 12.15 When a continuous production shift employee fails to report to work his/her shift may be split between the employees working the previous and next succeeding shift at the request of management.

12.16 Employees will be paid a minimum of five (5) hours at a time and one-half (1 ½ X) when called in to the plant with the approval of or at the request of management.

Callout is defined as:

- (a) any overtime worked on days off for which less than twelve (12) hours of notice has been given, it being of no consequence where the notice was given (at home, at work, or elsewhere);
- (b) at any time an employee is required to return to the plant with less than twelve (12) hours notice being given;
- (c) one (1) hour of the call out will be considered travel time;
- (d) it is understood that in the event of a call-out no duties will be added for the purpose of making up time, except when another emergency breakdown occurs after notice has been given or after the employee has started work and before the originally specified purpose call-out has been completed. Management will call out the employee, and provide him with a description of the work to be performed during the call-out.

12.17 When an employee is required to work overtime, either before or after his/her work day of shift, he/she shall be entitled to a meal after working more than two (2) hours of overtime and every four (4) hours thereafter. The employee will be allowed sufficient time to eat the meal. The value of the meal may not exceed fifteen (15) dollars.

12.18 If an employee works more than four (4) hours at a position with a higher rate of pay, he shall be entitled to the higher rate for the entire shift.

12.19 If a Temporary employee is working in a full time permanent position, they will receive the posted rate.

ARTICLE XIII GENERAL

13.01 The Company agrees that the Union may post notices on a Notice Board supplied by the Company for such purposes, provided that such notices have been individually signed by the responsible officials of the Union. Notices of Union meetings shall not require Company approval.

13.02 When an employee is injured during the performance of his/her duties and is unable to continue, he/she shall be paid his/her full day's wages for that day.

- 13.03 The Company agrees to furnish the following items of equipment for use by employees while working in the plant. Items so provided must not be removed from the premises and shall remain the property of the company. Employees on receipt of these supplies will sign a requisition. Replacement will be made for worn or damaged items on presentation of same. If the items are lost the employee is responsible for their replacement.
- (i) Hard hats;
 - (ii) Safety glasses;
 - (iii) Goggles for dusty areas;
 - (iv) Respirators for dusty operations;
 - (v) Welding gloves for maintenance personnel;
 - (vi) Life jackets for working at the dock;
 - (vii) Coveralls for maintenance personnel;
 - (viii) Hearing protection;
 - (ix) Gloves;
 - (x) Rain gear (max. of one pair per year).
 - (xi) Welding Helmet
- 13.04 Maintenance personnel will be paid a tool allowance of thirty (30) dollars per month. A minimum standard tool kit will be determined between the plant management and maintenance committee.
- 13.05 The Company agrees to contribute up to one hundred **forty (\$140.00)** dollars per calendar year toward the purchase of approved safety shoes. As well, the Company will supply one pair of steel-toed rubber boots per year. The above are on the condition of:
- (a) the employee presents a receipt in payment of the purchase of safety shoes;
 - (b) the employee must have completed his/her probationary period;
 - (c) the wearing of approved safety shoes in the plant is mandatory.
- Effective January 1, 2003, the boot allowance is increased to one hundred forty-five dollars (\$145.00); effective January 1, 2005, the boot allowance will increase to one hundred fifty dollars (\$150.00).**
- 13.06 The Company will arrange coverall service for all permanent employees. A total of three (3) pair of coveralls per employee will make up the service.

ARTICLE XIV SAFETY

- 14.01 The Company and the Union shall co-operate in the prevention of accidents and industrial diseases and shall promote measures to ensure maximum safety and health of all employees. A safety committee will meet at least once per month to discuss and make recommendations on all matters pertaining to the health and safety of employees. The committee will be comprised of at least two management employees and two elected employee representatives. In the event only one elected employee is able to attend a meeting an alternative will be selected so that the minimum number of employee representatives at any meeting is two. It will be the duty of the committee to investigate promptly all accidents and unsafe conditions or practices that may be reported.
- 14.02 In case an employee has been instructed to work under conditions he/she believes to be hazardous, the condition shall immediately be investigated by the representatives of the Joint Safety Committee. No employee will be disciplined for refusing to perform work that is legitimately unsafe or hazardous as determined by the Joint Safety Committee.
- 14.03 The Company shall recognize a maximum of two (2) first-aid (Minimum Class "III") certificates and pay a premium of **eighty-five dollars (\$85.00)** per month to the employee holding such valid certificate.
- Eligibility for the premium will be on a "first come" basis. Any employee allowing his/her certificate to lapse will have his/her name moved to the bottom of the waiting list.

ARTICLE XV BENEFITS

- 15.01 **The employee benefit plan is contained in the official plan policy and documents.**
- 15.02 The benefit levels and plan requirements are governed by the official plan policy and documents. **Official plan documents will not be changed unless agreed to by the Union and the Company.**
- 15.03 Premium costs for the benefits described in 15.01 are to be borne by the employee and the employer as follows:
- (a) **B.C. Medical: premium costs paid by the Employer.**
 - (b) **Extended Health Care. Employer paid premiums.**
 - (c) **Weekly Indemnity, Employer paid premiums.**
 - (d) **Long Term disability, Employer paid premiums.**

- (e) Life Insurance, Employer paid premiums.
- (f) Accidental Death and Dismemberment - 24 hour. Employer paid premiums.
- (g) Dental Care, Employer paid premiums.
- (h) Pension Plan, Employer paid contributions, at \$0.90 per straight time compensable hour (maximum of \$157.50 per month). Effective October 1, 2001 the rate increases to \$1.00 per straight time compensable hour (maximum of \$175.00 per month). Effective October 1, 2002 the rate increases to \$1.15 per straight time compensable hour (maximum of \$201.25 per month). Effective October 1, 2003 the rate increases to \$1.35 per straight time compensable hour (maximum of \$236.25 per month). Effective October 1, 2004 the rate increases to \$1.65 per straight time compensable hour (maximum of \$288.75 per month).

15.04 Prescription Glasses: The company will furnish one pair of Prescription Safety Glasses every two years to a maximum of \$200.00.

ARTICLE XVI EDUCATIONAL DEVELOPMENT ASSISTANCE

- 16.01 The Chemical Lime Company wishes its employees to have the opportunity for self-development both on and off the job. Beside in-house training and gaining experience on the job, the pursuit of knowledge and skill from outside sources will be assisted and encouraged. Information available - corporate policy.
- (a) The Chemical Lime Company Educational Development Plan is in effect. Refer to Policy HR 502, Educational Assistance Program.

ARTICLE XVII WAGES

- 17.01 It is mutually agreed that wages shall be paid in accordance with the attached Schedule A and forming part of this agreement.
- 17.02 If a new job is created or the content of an existing job is substantially changed during the term of this agreement, the parties agree to meet and negotiate a rate for the new or changed job. Should the parties fail to reach agreement on the new rate, the matter shall be resolved through the grievance and arbitration procedure. There shall be deemed to have been a substantial change in job content only when there has been a substantial altering in the amount of responsibility to be borne, or in the work load to be performed, or in the skill required.
- 17.03 All employees will be paid on the Thursday following the end of the previous two week pay period.

- 17.04 Shift Differentials as contained in Schedule A will be paid for all hours worked on an afternoon shift or on a night shift. Shift differentials, if any are applicable, shall not be increased in any manner by reason of the fact that such work is performed in overtime.
- 17.05 Maintenance employees shall accumulate eight (8) hours time off for each full week they are required to be on call and carry a pager. Employees may accumulate the time off up to a maximum of twelve (12) days per year. If they are called in on a statutory holiday they will be entitled to an alternate day off with pay.
- 17.06 **"Deleted"**
- 17.07 "Working Foreman" title will be given to the head Maintenance person. In this position he will direct and control the employees and activities within the maintenance department in all respects except for hiring and discharge.

ARTICLE XVIII TERM OF AGREEMENT

- 18.01 This agreement shall be in force October 1, **2001** to September 30, **2005**, and shall continue in full force and effect from year-to-year thereafter subject to the right of either party to this Agreement with two months written notice proceeding September 30, **2005**, or the anniversary date in any year thereafter, to require the other party to commence collective bargaining.

ARTICLE XIX STRIKES AND LOCKOUTS

- 19.01 During the term of the agreement the Company agrees that there shall be no lockout and the union agrees that there shall be no strike, stoppage of work, slowdown, or other restriction in production.

Past practice and side bar agreements null and void unless in the contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized hereunder this _____ day of _____ 2002.

Chemical Lime Company of Canada Inc. Langley, B.C.	Cement Lime Gypsum and Allied Workers Division of the International Brotherhood of Boilermakers Local D486
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_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE A - HOURLY RATE FOR LANGLEY EMPLOYEES OCTOBER 1ST BY YEAR

Class	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
I. Probationary/Casual Employee				
Temporary Help/Student	14.70	15.00	15.30	15.65
(b) Labourer	16.70	17.00	17.30	17.65
II. Stone Plant Helper	18.89	19.19	19.49	19.84
III. Quicklime Helper	19.74	20.04	20.34	20.69
(b) Loadout/Lab Assistant	21.23	21.53	21.83	22.18
IV. Stone Plant Operator	21.97	22.27	22.57	22.92
Hydrate Plant Operator	21.97	22.27	22.57	22.92
Warehousemen	21.97	22.27	22.57	22.92
Maintenance Helper/Carpenter	21.97	22.27	22.57	22.92
V. Lab Tech	22.23	22.53	22.83	23.18
Maintenance- Millwright*	23.48	24.28	25.08	25.93
VI. Quicklime Operator	22.77	23.07	23.37	23.72
VII. Maintenance Lead Hand*	24.48	25.28	26.08	26.93
VIII. Warehouseman Lead Hand	22.97	23.27	23.57	23.92
IX. Maintenance Foreman*	25.67	26.47	27.27	28.12

Maintenance Ticket Premium

*The trades premium has been included in the wage rate for Maintenance Millwright, Maintenance Lead Hand and Maintenance Foreman, therefore Section 17.06 is deleted from this contract.

Shift Differential

Afternoon	.35/hr
Night	.60/hr

Sunday Premium 9.00/hr

SCHEDULE B - 1

4 SHIFT SCHEDULE - 21 SHIFTS PER WEEK

	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
8-4	D D D D D C C	C C C C C B B	B B B B B A A	A A A A A D D
12-8	A A A A A D D	D D D D D C C	C C C C C B B	B B B B B A A
4-12	C C C B B B B	B B B A A A A	A A A D D D D	D D D D C C C
OFF	B B B C C A A	A A A B B D D	D D D A A C C	C C C D D

SCHEDULE B - 2

4 SHIFT SCHEDULE - 12 HOURS PER SHIFT

	SHIFT A	SHIFT B	SHIFT C	SHIFT D
WEEK 14	NIGHTS	3 NIGHTS	3 DAYS	4 DAYS
WEEK 24	DAYS 1 NIGHT	1 DAY 2 DAYS	4 NIGHTS 2 NIGHTS	
WEEK 34	NIGHTS	2 DAYS	2 NIGHTS 1 NIGHT	4 DAYS 1 DAY
Week 44	DAYS 3 NIGHTS	3 DAYS	4 NIGHTS	
WEEK 53	NIGHTS	4 DAYS	4 NIGHTS	3 DAYS
WEEK 61	NIGHT 2 DAYS	4 NIGHTS	4 DAYS	1 DAY 2 NIGHTS
WEEK 72	DAYS 4 DAYS 1 NIGHT	4 NIGHTS	2 NIGHTS	1 DAY
WEEK 83	NIGHTS	4 NIGHTS	4 DAYS	3 DAYS