

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**UNITED STEELWORKERS OF AMERICA  
(ON BEHALF OF LOCAL UNION 816)**  
*(Hereinafter referred to as the "Union")*

**AND**

**IMPERIAL LIMESTONE COMPANY LIMITED**  
*(Hereinafter referred to as the "Company")*

**TERM OF AGREEMENT: June 1, 2004 – May 31, 2009**

## COLLECTIVE AGREEMENT

**BETWEEN: UNITED STEELWORKERS OF AMERICA**  
(On behalf of Local Union 816)  
(Hereafter referred to as the "Union")

**AND: IMPERIAL LIMESTONE COMPANY LIMITED**  
(Hereinafter referred to as the "Company")

### WITNESSETH:

**WHEREAS** it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto insofar only as the foregoing affects the Company's operation at Van Anda, B.C.

The general purpose of this Agreement is to secure for the Company and its employees the benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation and quantity of production. It shall be the duty of the Company and the Union to cooperate fully, honestly and sincerely for the purpose of bringing about a better understanding and good relationship by which both parties will be benefited.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

### ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the British Columbia Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02** It is understood that the company will not permit supervisory employees to do work customarily performed by a member of the Union except in an emergency or during training.
- 1.03** The Company may not contract out production or maintenance work if such contracting out would result in the layoff of employees in the bargaining unit.

## **ARTICLE 2 - DEFINITION OF EMPLOYEE**

- 2.01** The term "employee" as used in the Agreement shall include all employees of the Company located at Van Anda exclusive of administrative, supervisory, confidential, technical, executive and clerical employees. The term "supervisory" as applied to employees as herein designated includes (without restricting the generality of the expression) foremen, and any employees of the Company who have the authority to hire and discharge.

## **ARTICLE 3 - MANAGEMENT**

- 3.01** The management and operation of the plant; the hiring and direction of the working forces; the selection of supervisory employees, as defined in Article 1.02 of this agreement, shall be the sole prerogative of the Company.

Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

- 3.02** Nothing contained herein shall deprive the Company of the right to discipline or discharge its employees for proper cause.

## **ARTICLE 4 - UNION SECURITY PROVISIONS**

### **4.01 Membership**

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

- (c) Complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

#### 4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers of America.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:
  - International Secretary-Treasurer
  - United Steelworkers of America
  - Unit D, Box 34223
  - Vancouver, B.C. V6J 4N1
- (d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
  - (i) United Steelworkers of America, Local Union 816, Attention: Financial Secretary at fax number 604-486-7189, and
  - (ii) United Steelworkers of America, Servicing Staff Office Attention: Randy Gatzka at fax number 604-525-4568.
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).

- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

## **ARTICLE 5 - HOURS OF WORK**

**5.01** The regular workweek for all employees shall be forty (40) hours, and the regular hours of work per day shall be eight (8). The workweek shall commence at 12:01 a.m. Monday.

**5.02** Hours of work shall be, Monday through Friday, with a one-half hour lunch period midway through the shift.

Day Shift Employees - 7:00 a.m. - 3:30 p.m.  
Afternoon Shift Employees - 3:30 p.m. - 12:00 p.m.

Shift employees shall work scheduled, rotating or swing shifts, depending upon the requirements of the business. The Company agrees to give employees as much notice as possible on any change in schedule.

**5.03** Change of start and stop times - by mutual agreement between the Company and the Union, the regular starting and stopping times of standard work shifts may be changed.

### **5.04 Work Performed On Saturday, Sunday, Plant Holidays**

(a) Double rate will be paid for work performed on:

- Saturdays
- Sundays
- On Plant Holidays as listed in Article 6.

### **5.05 Overtime and Call-Out**

Overtime pay at the rate of time and one-half shall be paid for any work over eight (8) hours in any regular shift of any day or for any work performed over forty (40) hours in one week.

**5.06** Overtime pay at the rate of double-time shall be paid for all time worked in excess of ten (10) hours in any one day, and for all hours worked on Saturdays and on Sundays. In the event the required overtime extends the eight (8) hour shift beyond one (1) hour, the Company agrees to add an additional one-half hour at the applicable overtime rate for mealtime.

**5.07** When an employee is called out for work between regular shifts, he shall receive a minimum pay for service rendered of four (4) hours at straight time, but this shall not apply when the employee is notified before completing his shift that he is to perform scheduled overtime. It is understood that in the event of a CALL-OUT for emergency work no duties will be added for the purpose of making up time.

**5.08** Prior to any contemplated layoffs, or reduction in working forces, by the Company, due to lack of work or other reasons, the Company and the Union shall meet to negotiate ways and means to prevent hardship.

**5.09 Shift Differential:**

Afternoon Shift: \$0.75  
Graveyard Shift: \$1.40

**ARTICLE 6 - PLANT HOLIDAYS**

**6.01** All employees covered by this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- |                  |                     |
|------------------|---------------------|
| 1. New Years Day | 8. Thanksgiving Day |
| 2. Good Friday   | 9. Remembrance Day  |
| 3. Easter Monday | 10. Christmas Day   |
| 4. Canada Day    | 11. Boxing Day      |
| 5. Victoria Day  | 12. New Years Eve   |
| 6. B.C. Day      | 13. December 24th   |
| 7. Labour Day    |                     |

And any other day proclaimed a Statutory Holiday by the Provincial and/or Federal Governments.

**6.02** When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday they will be celebrated on the following Monday and Tuesday.

**6.03** Should any of the above holidays occur during an employees' vacation period, he will be given an extra days vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.

## ARTICLE 7 - VACATIONS WITH PAY

**7.01** Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

### Years of Continuous Service/Vacation Schedule/Vacation Pay

1 year less than 3 years	2 weeks	2 wks pay or 4%
3 years less than 8 years	3 weeks	3 wks pay or 6%
8 years less than 16 years	4 weeks	4 wks pay or 8%
16 years less than 25 years	5 weeks	5 wks pay or 10%
25 years and over	6 weeks	6 wks pay or 12%

Plus - one additional paid vacation day for every year in excess of 30 years of employment.

**Note:** Whichever is greater, weeks of pay or percentage of annual earnings will be paid.

### **7.02** Vacation Allotment - Sickness - Injury - Layoff

Authorized leave of absence for sickness or accident shall not affect the employee's right in respect to vacation with pay.

### **7.03** Vacation Pay

Will be paid on regular payday prior to going on vacation. Vacations must be taken the year they are due.

### **7.04** Vacation Pay - On Termination or Death

If an employee resigns or dies, after one year or more of service, he or his estate, shall be paid his accrued vacation pay.

## ARTICLE 8 - SENIORITY

### **8.01** Seniority Principle

- (a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's continuous length of service with the Company. The employee's right to a job shall be based on seniority, skill and ability. Ability to do a job will mean the ability to meet the requirements of a job as set forth in the job posting.

- (b) All promotions, transfers, filling of vacancies, layoffs, terminations, will be done strictly in accordance with the principles set forth in 8.01 (a), except as provided in 8.01 (c).
- (c) Promotions or transfers to higher paid jobs or better jobs with equal pay shall be based on an employee's ability, qualifications and seniority. Among employees meeting the requirements of a job as set forth in the job posting, seniority shall be the governing factor.
- (d) Seniority of each employee covered by this Agreement shall be established after a probationary period of thirty (30) calendar days. Seniority when established shall count from the date of employment.

**8.02 Seniority Will Be Maintained And Accumulated During:**

- (a) occupational injury;
- (b) absence from employment while serving in the non-permanent armed forces of Canada;
- (c) absence due to illness or non-occupational injury;
- (d) jury duty, Union gatherings and collective bargaining negotiations;
- (e) authorized leave of absence.

**8.03 Seniority Standing Will Be Cancelled If An Employee:**

- (a) voluntarily leaves the employ of the Company;
- (b) over-stays authorized leave of absence except by reasons of force majeure;
- (c) is discharged and not reinstated under the terms of this Agreement;
- (d) is recalled to work and does not report within two (2) weeks of receiving notice by registered mail;
- (e) leaves the bargaining unit for more than thirty (30) days to work in a supervisory capacity;
- (f) An employee with less than two (2) years of service has not been recalled to work for a period of six (6) months;
- (g) An employee with more then two (2) years of service has not been recalled to work for a period of one (1) year.

#### **8.04 Recall Procedure**

In the event an employee had been laid off, he shall not lose seniority, wage rate or position provided he returns to work within two (2) weeks after receipt of the notice from the Company to return to work. An employee being recalled must return to work no longer than 2 weeks after receipt of the registered notice. Upon receipt of notice to return to work, the employee must promptly advise the Company if he intends to return to work for the Company. It is the responsibility of each employee to keep the Company informed of his current address and phone number.

#### **8.05 (a) Seniority List**

The Company will prepare a seniority list of all employees and present it to the Union, immediately upon the signing of the Agreement. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. Employee's name and clock number.
2. Employee's starting date.
3. Employee's regular classification and rate of pay.

#### **(b) Seniority Lists - Additional**

Additional revised lists will be furnished to the Union as required.

### **ARTICLE 9 - SAFETY AND HEALTH**

#### **9.01 Safety and Health - Responsibility**

- (a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employee during the hours of their employment.
- (b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.

#### **9.02 Safety Committee**

The Union shall elect five (5) of its members to constitute a Safety Committee. This Committee will act as an advisory body to the Company and once each month any three (3) members of this Committee will inspect the working place and equipment at the Company's operations. After each such inspection, the

Committee shall report their findings to the Company and the Union. A copy of their report shall be filed with the Chief Inspector of Mines. Time spent by employees on safety inspections and meetings shall be paid for on the basis of straight time.

**9.03 Injured Employee - Reporting Procedure**

Any employee suffering an injury while in the employ of the Company must report immediately to the First Aid Department (Attendant) or as soon as possible and also report to this Department (Attendant) on returning to work.

**9.04 Injured Employee - Transportation**

Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid training. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for reasonable cost of such transportation.

**9.05 Injured Employee - Daily Earnings**

If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury.

**9.06 Employees Working Alone**

Where an employee is employed under conditions where he might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well-being of the workmen at intervals which are reasonable and practicable under the circumstances.

**9.07 Safety Boot Allowance**

Those employees with a minimum of six (6) month's service, the Company will pay Two Hundred Dollars and Fifteen Dollars (\$215.00) to each employee. This will be raised to Two Hundred and Thirty Dollars (\$230.00) for year 2006 and each subsequent year.

Additionally, the mechanic, driller, and Bob's current position, will be reimbursed for one extra pair per year with submission of receipt, not to exceed \$200.00.

**9.08 Protective Clothing**

The Company agrees to supply hard hats to all employees and where required, rainwear, earplugs, earmuffs, gloves, and true-ground plain or tinted safety glasses. The Company further agrees to provide clean coveralls to drillers, mechanics, welders and helpers when performing or assisting in mechanical work.

**9.09 Safety Lenses**

The Company will provide once a year basic prescription safety glasses and frames to those permanent employees requiring them. The Company agrees to replace lenses or frames damaged on the job.

**9.10 General**

The monthly Safety Inspection shall be carried out on any day during the last week of each month. The Safety Meeting with Management shall be on the first work day possible, allowing time for the Inspection Report to be prepared.

**9.11** Employees must obey all Safety Rules and report at once any unsafe practice or condition to the Safety Committee. The Company shall post in a conspicuous place copies of all special safety rules and regulations it may make from time to time.

**9.12** In case an employee believes his Supervisor has instructed him to work under a hazardous condition, he shall have the right to refuse to do so. In such cases the instance shall be reported immediately to a member of the Safety Committee who shall investigate the matter and take it up with the Superintendent of the Company. No employee shall be penalized for refusing to work under hazardous conditions.

**ARTICLE 10 - GENERAL PROVISIONS**

**10.01 Bulletin Boards**

The Union will have the exclusive use of a Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices.

**10.02 Notice - Between Company and Union**

Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at its registered

address. Any notice to be given to the Union under the terms of this agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.

**10.03 Bereavement Leave**

- (a) An employee, upon notification of the death of a member of his immediate "family" and upon so notifying local plant management, shall be granted five (5) scheduled working days off with pay, whether or not he attends the funeral.
- (b) "Immediate Family" will mean spouse, children, brother, sister, parents, grandparents, mother-in-law, father-in-law, and grandchildren.
- (c) Additionally, brother-in-law and sister-in-law will be considered "Immediate Family", but at three (3) scheduled working days off with pay.

**10.04 Jury Duty or Coroners Inquest**

If an employee is summonsed or subpoenaed for jury duty or summonsed or subpoenaed by the crown for a coroners inquest, the Company will grant the employee leave of absence with pay, which will be the difference between his regular pay and the monies received for jury duty or for coroners inquest.

**10.05 Lay-Off Notice**

In cases of lay-off, the Company will give notice under the following conditions:

- 1 - 30 days employment - no notice - same day
- 30 days - 6 months employment - 1 weeks' notice
- Over 6 months of employment - 2 weeks' notice

**10.06 Union Appointees - Identification**

The Union will maintain with the Company a current list of the names of Shop Stewards, Committeemen and Staff Representative.

**10.07 Picket Line**

It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a picket line which has not been declared illegal by a Court of competent jurisdiction.

**10.08 Union Access To Plant**

Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's Management. Such permission will not be unreasonably withheld.

**10.09 Training Programme**

Before an employee operates any mobile equipment he must first undergo a comprehensive training programme under a competent operator. Final decision to be made by Company Representative.

**10.10 Apprenticeship Plan**

The Company and the Union will meet after the signing of this Agreement and will mutually discuss the merit of an apprenticeship plan.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01 Grievances Will Be Processed As Follows:**

**STEP 1** When a grievance arises, the employee or employees affected shall set down, in writing, the nature of the complaint. The Shop Steward and/or Grievance Committeeman, with the aggrieved employee, will attempt to settle the grievance with the Supervisor (designated by the Company) involved in the dispute.

If the grievance is not settled at Step 1 the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 2.

**STEP 2** The Shop Steward, Grievance Committeeman, or Grievance Committee, with the aggrieved employee, will attempt to settle the grievance with the Supervisor's superior.

If the grievance is not settled at Step 2 the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 3.

**STEP 3** The Manager of the Company, with other Company representatives, if he desires, and a Union representative, if available, a Shop Steward, Grievance Committeeman, or Grievance Committee, with the aggrieved employee, will attempt to settle the grievance.

If the grievance is not settled at Step 3 the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 4.

**STEP 4 Arbitration.**

**11.02 Time Limits (Working Days) and Steps Will Be As Follows:**

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
Step 1	Within 14 days of the occurrence of the alleged grievance.	3 days
Step 2	Within 3 days of answer	3 days
Step 3	Within 3 days of answer	3 days
Step 4	Within 3 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

**11.03 Discharge Cases**

If an employee believes he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

**11.04 Warning-Suspension-Discharge**

Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.

**11.05 Group Or General Grievances**

Grievances of a general or group nature will be put in writing and instituted at Step 2.

**11.06 Time Limits - Failure To Act**

If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

**11.07 Grievance Committeemen and Company Representatives**

At each of the grievance steps the Company and the Union may have equal representation.

**11.08 Company Representative - Steps 2 and 3**

If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.

**11.09 Adjustment Of Grievances**

The Union shall forthwith select three (3) of its members to be known as the Grievance Committee and will, within thirty (30) days from the date of this Agreement notify the Company in writing of the members of the Grievance Committee. When any change takes place in the membership of the Grievance Committee, the Union will, within one week, notify the Company in writing of such change.

**11.10** The Company agrees that the time spent by employees, during their regular shift, in the processing of grievances at the plant, shall be considered as time worked and be paid for at straight time. The time when grievances will be dealt with shall be mutually agreed to.

**ARTICLE 12 – ARBITRATION**

**12.01** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement,

notify the other party in writing of its desire to submit the difference or allegation for arbitration.

- 12.02** Any matter referred to arbitration, as provided in 12.01 shall be submitted to a mutually agreed upon arbitrator. If the parties are not able to mutually agree upon the appointment of an arbitrator, either party may make application to the Labour Relations Board to appoint another arbitrator.
- 12.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 12.04** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.05** The Union and the Company shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator.
- 12.06** A claim by an employee that he has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending, or laying off the employee, or by reinstating the employee with such compensation, either full or partial, as may be agreed upon by the conferring parties or determined by the arbitrator, as the case may be.

## **ARTICLE 13 - INSURANCE AND MEDICAL PLAN**

**13.01** A Medical and Insurance Plan will be maintained in accordance with the following:

### **13.02 General Principles**

- (1) Premium costs of both Medical and Insurance Plans will be paid one hundred percent (100%) by employer, unless otherwise stipulated.

For questions regarding specific coverages for each plan and exclusions and all plan particulars, members shall be referred to the appropriate plan booklet.

- (2) Participation in the plan will be a condition of employment.

- (3) Coverage will be provided during lay-off up to a maximum of six (6) months (excluding W.I.P.) for employees with two (2) years or more seniority, and Coverage for employees off due to illness or injury, for a period not to exceed twelve (12) months.

**13.03 Insurance Coverage Commences:**

On the first day of the month following thirty (30) days of continuous service on full time.

**13.04 (a) Life Insurance**

\$46,000 Total amount (Current)

Increase by \$2,000 per year of the agreement

**(b) Accidental Death and Dismemberment**

An amount equal to the employee's Life Insurance.

**13.04 (c) Weekly Indemnity**

The Company agrees to provide Five Hundred Dollars (\$500.00) per week benefits, or the U.I.C. level (whichever is greater), in accordance with the existing plan of non-occupational illness and accident insurance, on a 1-4-52 basis.

**13.05 Vision Care**

The Company agrees to supply Vision Care Insurance which will provide for Three Hundred Dollars (\$300.00) in hardware every two (2) years, plus yearly exams, for employees and their dependents.

**13.06 Long Term Disability**

The Company agrees to obtain Long Term Disability Insurance at the rate of 66.67% of wages to a maximum of Twenty-five Hundred Dollars (\$2,500.00). Twenty-five percent (25%) of the costs of this Insurance premium will be paid by the employee through monthly payroll deductions.

**13.07 Prescription Drug Card**

The Company agrees to introduce a Prescription Drug Card.

## **ARTICLE 14 - DENTAL PLAN**

### **14.01 Coverage**

- Basic Dental (Plan A) - 100%
- Prosthetic Appliances and Crown and Bridge Procedures (Plan B) - 100%
- Plan C (Maximum \$2,000.00) - 50%

For questions regarding specific coverage for each plan and exclusions and all plan particulars, members shall be referred to the appropriate plan booklet.

### **14.02 Premium Division**

Employer - 100%

### **14.03 Participation**

A condition of employment.

### **14.04 Effective Date**

For new employees dental coverage will commence upon the first day of the month following thirty (30) days of continuous service on full time.

### **14.05 Extended Health**

Cost to be borne one hundred percent (100%) by the Company.

## **ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY**

### **15.01 Leave For Personal Reasons**

Employees may request leave of absence for personal reasons. Such leave if granted will be without pay. The application must be submitted reasonably in advance to the Plant Superintendent, in writing, stating the reason for the requested leave. If the Company grants such a leave the Union will be advised in writing.

### **15.02 Leave To Attend Union Gatherings**

Conferences may be held between the Company and bargaining or negotiating groups of the Union at such mutually convenient times. During regular working hours employees who are members of such bargaining or

negotiating groups will be allowed time from their regular jobs at straight time payment to attend such conferences.

**15.03 Leave For Union Business**

Any employee selected and acting as a full time representative of the International Union, District Council or Local Union shall be granted a leave of absence, without pay, for the duration of this appointment with continuity of seniority rights. No more than one employee may be granted such leave at any one time.

**ARTICLE 16 - WAGES**

**16.01 Wage Schedule**

- (a) The job classifications and rates of pay listed in the attached Wage Schedule are agreed upon by both Parties and are a part of this Collective Agreement.
- (b) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention.

**16.02 (a) New Or Changed Job Classifications**

If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question. Any increase in rate as a result of such negotiations shall be retroactive.

- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

**16.03 Daily Rate Retention**

Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.

**16.04 Statement Of Earnings**

The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated.

**16.05 First Aid Attendants (Maximum of three (3) Employees)**

\$.30 per hour over occupational rate - St. John's  
\$.50 per hour over occupational rate - "C" ticket  
\$.60 per hour over occupational rate - "B" ticket  
\$.70 per hour over occupational rate - "A" ticket

Payment will be made for hours worked only and will not be used in overtime calculation.

The First Aid Certificate requirement of the Workers' Compensation Board will determine the premium that will be paid.

In the event the Government or the Worker's Compensation Board amends the regulations and there are changes to the existing system, the language in the Agreement will be amended to satisfy the requirements.

**ARTICLE 17 - JOB POSTING**

**17.01 Job Opening**

All job postings in the bargaining unit will be posted on the Bulletin Board for five (5) working days.

**17.02** All applications to be made in duplicate with one copy for the Company and one copy for the Union.

**17.03 Job Applications (Delayed)**

If an employee is not at work when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.

**17.04 Selection Of Successful Applicant**

Preference will be given to applications on the basis of ability and experience, with seniority governing where ability and experience are equal.

**17.05 Trial Period**

The successful applicant may be entitled up to fifteen (15) working days.

**17.06 Return To Former Job**

- (a) In the event that an employee is not performing efficiently, or if he wishes to do so, he will revert to his immediate previous job, without loss of seniority. All other affected employees will revert to their previous positions.
- (b) If additional people are required, they will be drawn from the previous posting provided, however, there are enough applicants on the previous posting to fill the vacancy.

**17.07 Successful Applications Notice**

The name of the successful applicant will be posted no later than five (5) working days after the removal of the job posting notice.

**17.08** The Company has the right to temporarily fill the job pending selection of a successful applicant. Experience gained under these temporary conditions shall not be deemed as experience when considering applications for the job.

**ARTICLE 18 - TECHNOLOGICAL CHANGE**

**18.01** In the event that the Company introduces technological change or in the event of the closure of the mine which results in:

- (a) Displacement of employees from employment with the Company. The Company will co-operate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.
- (b) An employee being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) years seniority.

**18.02** In the event of a closure of the Imperial Limestone operations and the termination of any employees, the company will pay each such terminated employee one (1) weeks pay for each year of seniority in excess of five (5) years seniority up to a maximum of fifteen (15) weeks pay.

**ARTICLE 19 - DURATION OF AGREEMENT**

- 19.01** This Agreement will be effective from 1 June 2004 to and including 31 May 2009 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the four (4) month period prior to the termination date.
  
- 19.02** Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the parties to this Agreement will commence negotiations. During the period of negotiations, this Agreement will continue in full force and effect.
  
- 19.03** By agreement of the Parties hereto, the provisions of Section 50 (2) & (30) of the Labour Code of British Columbia are specifically excluded.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**Imperial Limestone Company Limited**

**United Steelworkers Of America  
(On Behalf of Local Union 816)**

\_\_\_\_\_  
James A. Jack, Owner

\_\_\_\_\_  
Randy Gatzka, Staff Representative

\_\_\_\_\_  
Stephen Eckhart

\_\_\_\_\_  
Dean Robertson

\_\_\_\_\_  
Ed Liebich

\_\_\_\_\_  
Joseph Pancich

\_\_\_\_\_  
Jerry Deguise

\_\_\_\_\_  
Id Schaefer, President, Local 816

**IMPERIAL LIMESTONE COMPANY LIMITED  
WAGE SCHEDULE**

**JOB CLASSIFICATION**

	<b>Jun 1/04 2%</b>	<b>June 1/05 2.5%</b>	<b>June 1/06 2.5%</b>	<b>June1/07 2%</b>	<b>Jun1/08 2%</b>
General Labourer	23.87	24.47	25.08	25.58	26.09
Truck driver	26.23	26.89	27.56	28.11	28.67
Maintenance man	25.76	26.40	27.06	27.60	28.15
Mechanic-Welder ****	26.91	27.58	28.27	28.84	29.42
Driller & Blaster	26.54	27.20	27.88	28.44	29.01
Front end loader (quarry)	26.72	27.39	28.07	28.63	29.20
Front end loader (plant)	25.85	26.50	27.16	27.70	28.25
Crusher operator No. 2*	25.87	26.52	27.18	27.72	28.27
Barge loader	25.85	26.50	27.16	27.70	28.25
Leadman**	\$0.50 per hour premium above the employee's own rate, or the highest rate supervised				
Shift boss***	\$0.25 per hour premium over regular hourly rate				
*Crusher operator No.2	Crusher operator capable of repair and maintenance work on the crushing plant				
**Leadman -	This classification operative only when designated by the mine manager.				
***Shift Boss -	Shall be a holder of a Shift Boss certificate as defined in Section 21 of the Mines regulation Act. No more than one paid at a time.				

\*\*\*\*Tool Allowance of \$0.25 per hour to be paid to the mechanic.

**One Thousand Dollar (\$1,000.00) Signing Bonus upon ratification.**

## **APPENDIX "B"**

### **IMPERIAL LIMESTONE COMPANY LIMITED**

#### **B.01 PENSION PLAN**

The Company agrees to maintain a defined benefit Pension Plan. The Plan will be based on 1.75% of final average earnings, have a 5-year vesting schedule, and be based on an age 65 normal retirement age.

The plan will allow for a 3% per year penalty reduction in pension benefits for early retirement from age 65 to 62.

It is further agreed that if there was a cap on the years of service this cap is to be removed.

## **ARBITRATION ADDENDUM**

It is agreed between the Parties that the "Arbitration" section of Article 11 – Grievance Procedure, will be reworded to allow for Arbitrator selection from a previously accepted list.

This to be agreed new language will be affective from the date of this contract, June 1, 1999.

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