

COLLECTIVE AGREEMENT

BETWEEN:

GIBRALTAR MINES LIMITED

AND:

**CONSTRUCTION & ALLIED WORKERS’
UNION, LOCAL NO. 68, Affiliated with the
Christian Labour Association of Canada (CLAC)
(hereinafter referred to as “the Union”**

Effective: June 1, 2004 – May 31, 2008

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(hereinafter referred to as “the Employer”)

AND:

**CONSTRUCTION & ALLIED WORKERS’ UNION,
LOCAL NO. 68,**
Affiliated with the
Christian Labour Association of Canada (CLAC)
(hereinafter referred to as “the Union”)

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Employer and the Union (collectively referred to as the “Parties”) to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognise mutually the respective rights, responsibilities and functions of the Parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) establish a just and prompt procedure for the disposition of grievances; and
 - d) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the Employees, which will be conducive to their mutual wellbeing.

ARTICLE 2 - RECOGNITION

- 2.01 The word employee(s) (the “employee[s]”) as used in this Agreement, means all employees at Gibraltar Mines Operation, located approximately sixty (60) kilometres north-east of Williams Lake, British Columbia, except persons employed in a confidential capacity, persons excluded by the *Labour Relations Code* of British Columbia, all supervisory, office, clerical, and technical staff, engineering staff, geological staff and security guards.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees as defined in Article 2.01.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining agency as defined herein or of any of the terms and provisions of this Agreement, except by the mutual written agreement of the Parties.
- 2.04 The Union and the Employer may determine on an ongoing basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by mutual written agreement, add, amend or delete any terms or conditions of the Agreement for the duration of the Agreement.

ARTICLE 3 - SCOPE

- 3.01 The omission of specific mention in this Agreement of existing rights and privileges established or recognised by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 3.02 Should any provision of the Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Agreement shall remain in force and effect for the term of the Agreement, and the Parties shall negotiate a

mutually agreeable provision to be substituted for the affected provision.

3.03 The Parties agree that:

- Part 3, Wages, Special Clothing & Records
- Part 4, Hours of Work and Overtime,
- Part 5, Statutory Holidays,
- Part 7, Annual Vacation and
- Part 8, Termination of Employment,

of the *Employment Standards Act* form part of this Agreement, except those provisions specifically modified by this Agreement.

- 3.04 a) Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, or for training, instructional or evaluation purposes, or continuous operation of equipment that shall not exceed thirty (30) minutes.
- b) The Employer reserves the right to contract out work for the greater efficiency of the running of the mine and its operations provided that no regular employee is laid off, or recall rights are affected, as a direct result of the contracted out work.

ARTICLE 4 - MANAGEMENT'S RIGHTS

4.01 Subject to the Articles of this Agreement, the sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

ARTICLE 5 - REPRESENTATION

5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.

- 5.02 Union representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 5.03 The Union has the right to appoint or elect Stewards (the "Steward[s]"). Stewards are representatives of the Employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement. The Union agrees to notify the Employer, in writing, of the names of officials of the Union, Stewards, and members of committees. Unless the Employer is notified in writing of changes of officials, Stewards, or members of committees, the Employer will not be obligated to recognize those claiming to be representatives of the Union.
- 5.04 Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer reserves the right to direct that such matters be dealt with during breaks.
- 5.05 The Union has the right to appoint or elect a maximum of four (4) Union members to a Negotiating Committee. Time spent in negotiations shall be considered for time worked, but shall not be considered for overtime. The Employer and the Union shall jointly pay for time spent in negotiations at the appropriate rate at straight time.

- 5.06 The Employer shall provide sufficient, secure bulletin board facilities at mutually agreed locations for the exclusive use of the Union.
- 5.07 Union representatives shall have the right to visit at the location where Employees are working subject to the policies, procedures, and regulations of the Employer. Such visits shall not unduly disrupt the flow of work.
- 5.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union representative shall be entitled to attend such meetings.
- 5.09 There shall be no Union activity during working hours on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 6 - STRIKES OR LOCKOUTS

- 6.01 In accordance with the *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation.
- 6.02 In accordance with the *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its Employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

**ARTICLE 7 - EMPLOYMENT POLICY AND UNION
MEMBERSHIP**

- 7.01 The Employer shall provide the Union with the necessary information regarding new hires, job postings and awards, layoffs, and terminations. The Employer shall provide the Union the name, social insurance number, address, phone number, date of hire and classification of new employees. A list of all employees, ranked according to seniority and classification, shall be forwarded to the Union once quarterly.
- 7.02 New employees will be hired on a sixty- (60) working day probationary period, and their seniority shall be retroactive to the first day of work.
- 7.03 The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The Parties agree that the discharge or layoff of a probationary employee could be for work related reasons.
- 7.04 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 7.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by this Agreement, whether or not they join the Union.

- 7.07 Before commencing work, any new employee shall be referred by the Employer to a Steward or a Union representative in order to give such Steward or Union representative an opportunity to describe the Union purposes and representation policies to such new employees. A Steward shall be given ten (10) minutes off work to meet with the new employee.

ARTICLE 8 - CHECK OFF

- 8.01 The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer shall also deduct initiation fees as authorized by an employee.
- 8.02 The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the National Convention.
- 8.03 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

ARTICLE 9 - WAGES AND RATES OF PAY

- 9.01 Classifications, hourly rates, and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A".
- 9.02 Show Up Time: An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at the prevailing hourly rate. It is

the responsibility of the employee to provide a means by which the Employer can contact him/her.

- 9.03 Starting Work: An employee who starts work and is prevented from completing his/her normal work day shall receive a minimum of four (4) hours' pay at the prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay.
- 9.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 9.05 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 10.02 The term "work week" means that period of time commencing at 8:00 a.m. Monday and terminating one hundred sixty-eight (168) hours thereafter on the succeeding Monday 8:00 a.m.
- 10.03 The term "work day" means that period of time starting when an employee is scheduled to commence work and terminating twenty-four (24) hours thereafter.
- 10.04 A "tour" will be the number of scheduled consecutive working days without a scheduled day off.

- 10.05 a) Initial shift schedules and starting and stopping times shall be established by the Employer in consultation with the Union. On an ongoing basis and from time to time, hours of work and overtime as set out in this Article may be modified through consultation in good faith between the Employer and the Union.
- b) Shift schedules shall be posted in a conspicuous place well in advance, within a minimum of two (2) weeks, of their effective date.
- c) If an employee is requested by the Employer to;
- i) commence work less than 4 hours before the scheduled start time and forty-eight (48) hours notice has not been provided then the employee shall be entitled to not less than 1.5 times their base rate for the hours worked that were outside of their regular scheduled hours.
 - ii) change their regular scheduled start time by more than 6 hours during their scheduled shift rotation, and forty-eight (48) hours notice has not been provided then the employee shall be entitled to 1.5 times their base rate for the first six (6) hours worked following the amended start time. Any hours worked beyond six (6) and within the same twenty-four (24) hour period from the amended start time, shall be paid at 2.0 times their base rate. Any subsequent hours worked during amended shift rotation would be paid at the rates prescribed by the collective agreement.
 - iii) The Employer agrees that employees shall not be deprived of their regularly scheduled complement of hours worked in the rotation because of the Employer's request to amend the start time.

- 10.06 The Employer may from time to time initiate, maintain, or discontinue to conduct all or any part of its operations on a continuous and/or semi-continuous basis, subject to pertinent statutes and regulations of the Province of British Columbia. The Union hereby agrees to jointly apply with the Employer to the appropriate government agencies for approval of such schedules where such approval is required.
- 10.07 The overtime rates are to be paid in accordance with Schedule "A". Working time increments shall be calculated to the nearest one half (1/2) hour at which the employee was directed to stop work. Working time increments shall be reviewed collectively by the Employer and Union after a term of six (6) months from the commencement of this Agreement.
- 10.08 When a statutory holiday occurs on an employee's scheduled day of work, the employee shall receive overtime pay as outlined in Schedule "A".
- 10.09 Employees who choose to participate in Employer provided training sessions during their off time shall not be entitled to overtime rates or to use said training time for the purpose of calculating overtime when the employee returns to his/her regular work schedule.
- 10.10 There will be two (2) coffee breaks of ten (10) minutes' duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift. Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every two (2) hours' overtime worked in a given day. The Employer practice with respect to coffee breaks will be that employees will be allowed a reasonable opportunity for a coffee break twice during each shift, but so arranged as not to interfere with the operation.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. If two or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.
- 11.02 The Parties agree to the general principle that job security and opportunity should increase commensurate with seniority.
- 11.03 Seniority shall be applied on a departmental basis, unless otherwise noted in this Agreement. The departments are the:
- a) Mine: includes all pit equipment operators, blasting crew, and hourly paid pit survey crew except trades and journeymen.
 - b) Mill: includes all milling operators, assay labs, and tailings crew except trades or journeymen.
 - c) Plant: includes all maintenance areas, surface crews, and trades and journeymen not included in mine and mill departments.
- 11.04 A seniority list shall be maintained by the Employer, consisting of the name, date of hire, and classification of every employee in the Union, and ordered by length of service. The Employer shall copy the seniority list to the Union on a quarterly basis.
- 11.05 Seniority rights shall cease, and employment shall be deemed terminated, for any employee who:
- a) voluntarily terminates employment;
 - b) is discharged, and this discharge is not reversed through the grievance procedure;

- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) fails to return from an approved leave of absence within five (5) days of its expiration, unless mutually satisfactory arrangements have been made; or
- e) fails to return from layoff within five (5) days of recall, unless medically unfit to return, or unless mutually satisfactory arrangements have been made with the Employer.

11.06 Seniority rights for employees on leaves of absence and for positions outside the bargaining unit shall accrue as follows:

- a) If an employee is assigned a temporary position outside the bargaining unit, that employee shall return to the previously held position after the assignment is completed. Temporary assignments shall not extend beyond sixty (60) working days.
- b) If an employee accepts a permanent transfer out of the bargaining unit to a non bargaining unit position, yet remains in the employ of the Employer;
 - i) The employee shall maintain and accrue seniority for sixty (60) working days.
 - ii) Thereafter, the employee's seniority shall be frozen for a further sixty (60) working days.
 - iii) After the second sixty (60) working day period, the transferring employee shall forfeit any seniority entitlement.
 - iv) The employee may elect to return to his previously held position within two (2) calendar weeks of the transfer;
 - v) After the two (2) calendar weeks, the employee may return to a vacancy or an unoccupied position within the bargaining unit, subject to the employee's seniority and ability pursuant to Article 12.04 of the Collective Agreement.

- c) If an employee is granted an approved leave of absence, seniority shall be maintained and shall accrue for up to one (1) year.
- d) The Employer is entitled to grant leaves of absence for longer than one (1) year. However, seniority shall be frozen during the period after one (1) year, unless the Union-Management Committee specifically considers and approves an employee application for further accrual.

- 11.07 When a reduction of the workforce is inevitable, or where there will be a layoff of more than ten (10) days, the Employer shall inform the Union. The Employer shall issue layoff notices to the employees in the redundant positions with the least departmental seniority. These employees may then use their departmental seniority to bump a more junior employee provided they have the qualifications to perform the work. Employees who eventually get laid off out of their department may exercise their company seniority to bump into another position provided they are capable of doing the job.
- 11.08 The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.
- 11.09 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.10 Any employee laid off and recalled for work must return within five (5) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.11 An employee who has been reduced from his/her job or who has been laid off shall, when the job he/she was reduced or laid off

from becomes available, have the right to be recalled to that job on the basis of their seniority. If the reduced employee does not accept a recall to his/her original job he/she shall lose the right to any further recall from that job.

11.12 Severance provision shall be one (1) week notice, or pay in lieu of, for each year of service, to a maximum of ten (10) weeks.

ARTICLE 12 - VACANCIES AND JOB POSTINGS

12.01 A vacancy that requires a job posting occurs when:

- a) the Employer requires additional staff at an existing or related work site;
- b) an employee permanently leaves his/her position; or
- c) an employee is going to be absent from his/her position for a period greater than thirty (30) days.

12.02 The Employer may fill a vacancy temporarily at its discretion pending the completion of the job posting process. The job posting process shall be no longer than two (2) weeks.

12.03 The Employer shall post for ten (10) days all vacant positions in the workplace the Employer intends to fill. Employees on approved leave of absence shall be deemed to have applied. Qualified applicants from the seniority list in which the vacancy occurs shall be given priority consideration. A copy of the postings will be forwarded to the Union.

12.04 Job postings will be awarded on the basis of both seniority and ability to perform the requirements of the posted job position. This is to say, among all employee applicants that are relatively equal in performing the job, the employee applicant with the highest departmental seniority will be awarded the job posting.

- 12.05 If no applicants as per Article 12.03 are found through the internal posting process, the Employer may consider external applicants in order to fill the vacancy.
- 12.06 All existing employees accepted to posted jobs shall serve a trial period of thirty (30) working days. During this period, the employee may, at his/her option, return to his/her former job; or, if the employee is not progressing satisfactorily, may be returned to his/her former job. The trial period may be extended for days missed.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.
- 13.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 13.03 The Parties to this Agreement recognize that Union representatives and the Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 13.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the Parties hereto relating to the interpretation, application, or administration of this Agreement.

- 13.05 A policy grievance is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A policy grievance may be submitted by either Party directly to Arbitration under Article 14, bypassing Step 1 and Step 2 of the grievance procedure. A policy grievance shall be signed by a Steward, a Union officer, or a Union representative, or in the case of an Employer's Policy Grievance, by the Employer or his/her representative.
- 13.06 A group grievance is defined as a single grievance signed by a Steward or a Union representative on behalf of a group of Employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 13.07 Step 1: A grievance shall be submitted in writing to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.
- 13.08 Step 2: If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union representative within seven (7) days of the day on which the Step 2 grievance is submitted.

ARTICLE 14 - ARBITRATION

- 14.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 14.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within five (5) days after receiving the decision given at Step 2 of the grievance procedure.
- 14.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 14.04 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) days of service as aforesaid, either party may request the Arbitration Bureau to appoint a single arbitrator.
- 14.05 Notice of desire to arbitrate and of nominations of an arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 14.06 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator, the party not in default may apply to the Minister of Labour to appoint an arbitrator to hear the grievance. The decision of the arbitrator shall be final and binding upon both parties.
- 14.07 The decision of the arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

14.08 The parties will equally bear the expense of the arbitrator.

14.09 An arbitrator shall be empowered to render his/her decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 15 - VACATION AND VACATION PAY

15.01 Employees will be granted vacation as follows:

Completed Months Service	Accrued Hours of Vacation per month	Maximum Annual Accrual	Pay
Less than 12	6.66	80 hours	4% of gross wages
Less than 24	6.66	80 hours	4% of gross wages
Less than 36	10	120 hours	6% of gross wages
Less than 48	10	120 hours	6% of gross wages
Less than 60	10	120 hours	6% of gross wages
Less than 72	10	120 hours	6% of gross wages
72 months or greater	13.3	160 hours	8% of gross wages

15.02 a) Employees will schedule and take vacation time with pay. Vacation hours, with pay, may be taken as they accrue. Up to one times the employee’s annual vacation entitlement may be carried forward into the next year. In January of each year, remaining eligible vacation hours with pay will be carried forward to the next year. After the last pay period of the year, any additional vacation dollars that have been earned will be paid out on a scheduled payroll cheque in January. Separate cheques will not be issued.

b) The employer will grant vacations at the times requested in writing subject to the orderly operation of the mine.

c) Employees shall be entitled to request their accrued vacation pay annually.

15.03 If an employee’s vacation hours generate a residual entitlement shorter than one scheduled shift, the Employer shall grant

sufficient leave of absence to generate a complete day off work, provided that day is selected in accordance with the vacation scheduling provisions of this agreement.

ARTICLE 16 - STATUTORY HOLIDAYS AND HOLIDAY PAY

16.01 The following days shall be observed as holidays without deduction of pay:

- New Year's Day
- Victoria Day
- BC Day
- Thanksgiving Day
- Christmas Day
- Good Friday
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day

16.02 Employees shall be entitled to receive an amount equal to four percent (4%) of their base regular time earnings in lieu of the statutory holidays.

16.03 Employees required to work on one of the above holidays shall receive overtime pay at one and one-half (1 ½) times their regular wages for all hours worked.

16.04 The Parties shall agree when the holidays are started and ended as per the shift schedule that is adopted by the Employer.

16.05 An employee shall not receive statutory holiday pay from the Employer if he/she has not been in the employ of the Employer for one (1) month immediately preceding such holiday.

ARTICLE 17 - TRANSPORTATION

17.01 The Employer shall arrange and pay for suitable transportation from Williams Lake to the Mine site. The Union shall be consulted concerning the transportation itinerary.

17.02 Employees who live within a daily commute of the Mine, but do not live along the transportation route as clarified in Schedule “F”, shall be entitled to receive a travel allowance of nine dollars (\$9.00) for each day worked.

ARTICLE 18 – UNION MANAGEMENT COMMITTEE

18.01 In order to further the aims of the enterprise, the Parties agree to schedule Employer/Union meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement. The areas for discussion shall include, but are not be limited to:

- a) discipline and discharge policies;
- b) training and promotion;
- c) safety measures; and
- d) matters that affect the working conditions of the employees.

18.02 The Employer and the Union shall each appoint representatives to the Employer/Union Committee. The minutes, collected by the Employer, record the business of each meeting and a copy shall be mailed to the Union’s provincial office.

18.03 A committee member attending the Employer/Union meetings during regular working hours shall be entitled to his/her regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.

18.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend these meetings.

18.05 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the grievance procedure unless said matters are specifically abridged, deleted, or modified by this Agreement.

ARTICLE 19 - HEALTH AND SAFETY COMMITTEE

19.01 The Employer agrees to make practicable provisions for the safety and health of its employees during the hours of their employment.

19.02 The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.

19.03 It is the intent of the Parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.

19.04 The Employer will publish safety rules and procedures. The Employer will make accessible said rules and procedures to the employees and will provide copies to the Union.

19.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.

19.06 All safety matters shall be handled in accordance with the established British Columbia Ministry of Mines Health, Safety and Reclamation Code procedures and the Employer's safety manual.

19.07 Light Duty Work Programs: If an employee is injured on the job and requires medical attention, the employee is entitled to light duty work if work is available and he/she shall inform the attending physician of the same.

19.08 The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval. Employees returning to work under the light duty work program must have medical clearance from the physician indicating the restrictions.

19.09 Safety Award:

- a) Group: if at the completion of a calendar quarter, beginning the first complete calendar quarter after the commencement of this Agreement, no lost time accident involving the Employer's workforce has occurred, all employees will receive a safety award, as defined in Schedule "A", for all hours worked, payable forty-five (45) days following the completion of the complete calendar quarter.
- b) Individual: an individual safety award as defined in Schedule "A", will be paid to the employees that have no lost time accidents or medical aids at the completion of a calendar quarter, beginning the first complete calendar quarter after the commencement of this Agreement. This award will be paid for all hours worked, payable forty-five (45) days following the completion of the complete calendar quarter.
- c) Employees who are terminated for just cause or who quit prior to the completion of the time frames noted above are not eligible to receive any safety award payments.

ARTICLE 20 - HEALTH AND WELFARE PLAN

20.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and twenty five cents (\$1.25) per hour for all hours worked by all Employees to the Health and Welfare Plan (the "Plan"), administered by the Union Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule "B".

- 20.02 Employees are eligible to receive coverage on the first of the month following a period of three hundred fifty (350) working hours. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- 20.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the Employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 21 - MEDICAL SERVICES PLAN

- 21.01 The Employer will arrange for British Columbia Medical Services Plan (“MSP”) coverage. Premiums for MSP shall be paid by the Employer, with employees’ coverage to commence the first (1st) day of the first (1st) month following the date of hire, providing the employee meets MSP requirements.

ARTICLE 22 - RETIREMENT PLAN

- 22.01 The Employer agrees to contribute five percent (5%) of the base hourly rate for each hour worked for each employee to the Registered Saving Plan (the “RSP”) administered by the CLAC Health and Welfare Trust Fund (the “Trust Fund”). An employee may authorize the Employer to deduct and remit additional personal funds via payroll deductions. This percentage may be varied no more than twice annually on dates to be determined by the Employer.
- 22.02 Employer and employee contributions to the RSP, administered by the Trust Fund, shall be made in accordance with direction by

the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

ARTICLE 23 - EDUCATION, TRAINING AND PUBLICATION

- 23.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of gross wages to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.
- 23.02 The Parties shall equally bear the costs associated with printing and publication of this Agreement.

ARTICLE 24 – TOOLS

- 24.01 All tradesmen, excepting welders, shall supply their own tools common to their trade. All tradesmen are to supply a personal tool inventory to the supervisor. The Employer shall provide specialty tools.
- 24.02 The Employer shall hold the employees responsible for all tools issued to them. The Employer shall provide adequate security for all tool storage on the site.
- 24.03 A list of tools to be supplied by tradesmen will be established in consultation with the Union. The Parties agree that from time to time, and through consultation between the Employer and the Union, the list of tools may be amended or new lists added. A sample list of tools to be supplied by tradesmen is outlined in Schedule "C".

24.04 The Employer shall pay a tool allowance of:

- a) Forty cents (\$0.40) per hour for every hour worked on behalf of all employees working as a journeyman or as an apprentice;
- b) Forty-four cents (\$0.44) per hour for every hour worked on behalf of all employees working as millwrights or mechanics.

ARTICLE 25 - PROTECTIVE EQUIPMENT

25.01 All employees shall wear safety hard hats that are to be made available by the Employer.

25.02 All employees shall wear CSA-approved safety boots where required, furnished by the employee.

25.03 The Employer will contribute ten cents (\$0.10) per hour to every employee for the purchase of discretionary safety equipment not furnished by the Employer and for safety boots as per Article 25.02. An additional ten cents (\$0.10) per hour shall be paid to shop employees, which shall be deemed to include all certified trades, registered apprentices, and non-certified trades working in a trade classification.

25.04 The Employer shall arrange for coverall cleaning services. If an employee chooses to participate in this service and authorizes a payroll deduction, the Employer shall also pay for fifty percent (50%) of the cost of the service for that employee.

25.05 The Employer will furnish employees with additional safety equipment if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.

**ARTICLE 26 - LEAVES OF ABSENCE AND BEREAVEMENT
PAY**

- 26.01 The employee may apply in writing to the Employer for personal leaves of absence without pay.
- 26.02 The employee will be granted up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- a) the care, health, or education of a child in the employee's care;
 - or
 - b) the care or health of any other member of the employee's family living at the residence of the employee.
- 26.03 An employee will be granted three (3) days leave of absence with pay, at his/her regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's immediate family member, which shall mean parent, grandparent, grandparent of spouse, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law.
- 26.04 The Parties agree that additional leave shall be granted without loss of seniority or entitlement, for any employee who qualifies for compassionate leave benefits under Employment Insurance. It is understood between the Parties that the employment leave expires simultaneously with the compassionate leave.

ARTICLE 27 - DISCHARGE, SUSPENSION, AND WARNING

- 27.01 An employee may be disciplined or discharged from employment for just cause by the Employer.
- 27.02 In the event the Employer determines it appropriate to issue a written warning notice of record or confirming notice of suspension or termination, a copy of this written notice will be

forwarded to the regional office of the Union and to the appropriate Steward(s).

- 27.03 In the event an employee is suspended or discharged, the Union may, within seven (7) days following the suspension or discharge, together with the employee involved, interview the Employer concerning the reason leading to the suspension or discharge. This action shall constitute Step 2 of the Grievance Procedure.
- 27.04 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have an available Steward or another available employee of his/her choice present at the meeting, or decline this right in writing.
- 27.05 Whenever an employee signs any document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

ARTICLE 28 - HUMAN RIGHTS AND HARASSMENT

- 28.01 The Employer and the Union agree that discrimination and/or harassment of any employee under any grounds prohibited by the *Human Rights Code* is absolutely prohibited.
- 28.02 Sexual harassment will not be tolerated. Sexual harassment is specifically defined as any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee.
- 28.03 A complainant alleging discrimination or harassment may initiate a grievance or file a written complaint with the mine manager or his/her designate and the Union Representative.

28.04 When a violation has been proven, the employee in violation may be subject to discipline.

ARTICLE 29 – DURATION

29.01 This collective agreement shall be effective from the first (1st) day of June, two thousand four (2004) to the thirty-first (31st) day of May, two thousand eight (2008), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

29.02 The Parties agree to exclude the operation of sections 50(2) and 50(3) of the *Labour Relations Code*.

Dated this 4th day of January, ~~2006~~ 2007.

SIGNED on behalf of
**GIBRALTAR MINES
LIMITED**

SIGNED on behalf of
**CONSTRUCTION AND
ALLIED WORKERS’
UNION, LOCAL NO. 68**
affiliated with the Christian
Labour Association of Canada

K. Barrowman
Authorized Representative

I. Gibson
Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

SCHEDULE “A”
Classifications and Hourly Rates
Table 1 – Classifications and Base Hourly Rates

Classification	Base Oct. 4, 2004	Base Sept. 4, 2006
Certified Journeyman	\$27.00	\$27.41
Mill Operator 1 (Flotation)	\$26.00	\$26.39
Mine Operator 1 (Shovel)	\$25.00	\$25.38
Apprentice Year 5	\$25.00	\$25.38
Mine Operator 2 (Drill/Crane)	\$24.50	\$24.87
Mine Operator 3 (Equipment)	\$24.00	\$24.36
Non-certified Journeyman	\$24.50	\$24.87
Apprentice Year 4	\$24.50	\$24.87
Mill Operator 2	\$22.00	\$22.33
Mine Operator 4 (Driver)	\$22.00	\$22.33
Parts Person	\$21.00	\$21.32
Apprentice Year 3	\$21.00	\$21.32
Blaster Helper 1	\$21.00	\$21.32
Mill Operator 3	\$20.00	\$20.30
Warehouse Floor Person	\$19.00	\$19.29
Apprentice Year 2	\$19.00	\$19.29
Mill Operator 4	\$20.00	\$20.30
Apprentice Year 1	\$18.00	\$18.27
Mill/Mine Operator 5	\$18.00	\$18.27
Mill/Mine Operator 6 (Labourer)	\$16.00	\$16.24

1. **Overtime**

- a) It is recognized that the normal operating of the mine will require the adoption of shift and rotation schedules as per Article 10. Ordinarily, employees will be paid overtime at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Employees shall be paid two (2) times the rate for all hours over twelve (12) daily or forty-eight (48) weekly. Daily overtime shall not be counted towards the accumulation of weekly overtime thresholds.
- b) In the instance where employees are working prolonged shift and rotation schedules:
 - i) overtime will be calculated based on the running average of hours worked per week and in line with the principles as stated above;
 - ii) The first (1st) shift following the shift cycle will be paid out as time and a half (1.5x) overtime for the first six (6) hours, and double time (2.0x) for the following six (6) hours. Double time (2.0x) will be paid out for all hours following the first (1st) completed shift on scheduled days off, until the first (1st) shift of the new cycle.
- c) Employees who work hours beyond their designated shift and rotation will be paid overtime.
- d) Overtime shall be distributed as equally as possible among those employees with the qualifications and ability to perform the work.
- e) Employees may trade shifts subject to the approval of their immediate supervisor, but swapped shifts will not be viewed as unscheduled shifts, and will therefore not attract overtime premiums.

f) **Missed shifts and Makeup shifts**

If an employee misses a shift, his weekly hours will be reduced by an equal number of hours (for 12 hour shifters this would equal 12.28 hours). If an employee works an unscheduled shift to make up for a missed shift, this shift will not be counted as overtime. It will be paid out at straight time in lieu of the day missed.

2. It is agreed and understood between the Employer and the Union that Table 2 and Table 3 (on following page) represent the operators for the mill and mine classifications and the training requirements needed for progressing to a higher classification.
3. Available training opportunities, at the sole discretion of the Employer, will be provided to employees provided the training does not interfere with mine operations.
4. Employees who desire an opportunity to train for another job in their department may file a written application, for one specific job at a time, with their supervisor.
5. Mill and mine department training wage rates may apply when an employee is training in a classification that has a higher wage rate than the employee's current wage rate.

Table 2 - Mill Classifications		
Classifications	Requirements	Comments
Mill Operator 1	Flotation Operator	
Mill Operator 2	All Mill Operator 3 & 4	Employee is qualified to operate all junior positions.
	Grinding Operator	Employee is qualified to operate grinding circuit
Mill Operator 3	Primary & Secondary Crusher, Filters & SX/EW Operator	Employee is qualified to operate one of the positions listed.
Mill Operator 4	All Mill Operator 5	Employee is qualified to operate all junior positions.
Mill Operator 5	Sample Bucker, Tailings Operator, Service Operator	Employee is qualified to operate one of the positions listed.
Mill Operator 6	Labourer	Entry level.

Table 3 - Mine Classifications		
Classifications	Requirements	Comments
Mine Operator 1	Shovel Operator	
Mine Operator 2	Drill Operator, Mobile Crane Operator	Icon Detonator Certification
	Blaster	
Mine Operator 3	Heavy Equipment Operator	All equipment associated with open pit mining including additional support equipment.
	Blaster Helper 1	BC Blasting Ticket
Mine Operator 4	Haul Truck Driver	
Mine Operator 5	Haul Truck Training	Employee must complete training program (360 hours)
	Blaster Helper 2	Working toward Blasting Ticket
Mine Operator 6	Labourer	Entry level.

6. The classification wage rate for which the employee is training for shall not apply until the employee has successfully completed the required training program and received written approval from their supervisor.
7. Classification wage rates shall only apply to those employees who are posted in that classification or have completed the required training program and have been temporarily assigned to that classification.
8. The base rates for each classification as stated in Table 1 are to be adjusted quarterly by a sliding wage scale that is determined by the exchange rate adjusted average copper price (the “ACP”). The adjustment is to commence upon the effective date of this Agreement. The maximum sliding wage base rate increase is fifteen percent (15%) and the maximum sliding wage base rate reduction is ten percent (10%). The ACP shall be calculated by using the average London Metal Exchange (the “LME”) copper price in US dollars per pound for the previous quarter and the Bank of Canada average US foreign exchange in US dollars per CDN dollars for the previous quarter. *Table 4 (on following page) illustrates an example.*

<i>Table 4 – Example of Sliding Wage Scale</i>			
<i>Classification</i>	<i>Sept. 1/04 Base Rate</i>	<i>Oct. 1/04 \$0.75 ex / \$1.21 cu (a) = + 15%</i>	<i>Oct. 1/04 \$0.75 ex / \$0.84 cu (b) = - 10%</i>
<i>1. Certified Journeyman</i>	<i>\$27.00</i>	<i>31.05</i>	<i>\$24.30</i>
<i>2. Mill Operator 1</i>	<i>\$26.00</i>	<i>29.90</i>	<i>\$23.40</i>
<i>3. Mine Operator 1 (shovel) Apprentice 5th Year</i>	<i>\$25.00</i>	<i>28.75</i>	<i>\$22.50</i>

4. <i>Mine Operator 2 (Drill Operator) (Non-Cert. Journeyman) (Cable Crane Operator)</i>	\$24.50	28.18	\$22.05
5. <i>Mine Operator 3 (Heavy Equipment)</i>	\$24.00	27.60	\$21.60
6. <i>Apprentice 4th Year</i>	\$23.00	26.45	\$20.70
7. <i>Mill Operator 2 Mine Operator 4 (Haul Truck)</i>	\$22.00	25.30	\$19.80
8. <i>Apprentice 3rd Year Warehouse Parts Person</i>	\$21.00	24.15	\$18.90
9. <i>Mill Operator 3 Apprentice 2nd Year</i>	\$20.00	23.00	\$18.00
10. <i>Warehouse Floor Person Apprentice 2nd Year</i>	\$19.00	21.85	\$17.10
11. <i>Mine Operator 5 Mill Operator 5 Apprentice 1st Year</i>	\$18.00	20.70	\$16.20
12. <i>Mine Operator 6 (labourers) Mill Operator 6 (labourers)</i>	\$16.00	18.40	\$14.40

9. Explanation of Table 4

If for the July/August/September period the LME copper price averaged:

- a) US \$1.21/lb and the Bank of Canada foreign exchange in \$US per \$CDN averaged \$0.75, wages (a) would apply from October 1, 2004 to December 31, 2004; or
- b) US \$0.84/lb and the Bank of Canada foreign exchange in \$US per \$CDN averaged \$0.75, wages (b) would apply from October 1, 2004 to December 31, 2004.

10. The Employer will provide employees a detailed description of the sliding wage scale and will post quarterly, in a conspicuous place, the Bank of Canada exchange rate and the LME copper price.
11. **First Aid Premium**
A holder of a valid Level III First Aid Certificate shall receive a premium of fifty cents (\$0.50) per hour worked.
12. **Safety Award**
In accordance with Article 19.09, the individual safety award will be calculated as follows:
 - \$0.25 X all hours worked.The group safety award will be calculated as follows:
 - \$0.25 X all hours worked.Should an employee qualify for both awards in a given quarter, the awards shall be pyramided.
13. An employee designated by the Union as a shop steward shall receive a premium of fifty cents (\$0.50) per hour for every hour worked.
14. Twenty-three (23) months from the effective date of this Agreement (October 4, 2004), the base wage rates as detailed in Table 1 will be adjusted by one and one half percent (1.5%).

SCHEDULE “B”

Outline of Insurance Plan Coverage

NOTE: This schedule does not form part of the Collective Agreement; it is for information only.

1. \$60,000.00 life insurance per employee;
2. \$60,000.00 A. D. & D. per employee;
3. Dental plan at the latest fee schedule available:
 - Basic Services: 100%, up to \$1,500 per person annually
 - Comprehensive: 50%, up to \$1,500 per person annually
 - Orthodontic: 50%, up to \$2,000 per person under 19, lifetime
4. Prescription drug plan (with drug card) for Employee and family at 80% up to \$2,000 per person, per year (or the provincial Pharmacare cap, if applicable) and 100% thereafter;
5. Optical insurance for Employee and family:
 - Under 21: \$300.00 per year
 - Over 21: \$300.00 every two years
6. Extended health coverage for Employee and family; coverage includes, but are not limited to, Traveler’s Insurance, Physiotherapist, Massage Therapist, Acupuncturist, Podiatrist, Chiropodist, Naturopath, Chiropractor. Check Plan for specific coverage amounts and eligibility;
7. Semi-private hospital coverage with no deductible for Employee and family;
8. Weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum of \$465 per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of sickness for a maximum of one hundred nineteen (119) days (1-14-119); and
9. Long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month per employee, payable after one hundred nineteen (119) days until age 65.

SCHEDULE 'C'

Tool Lists

Millwright

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" air impact	X				
2	3/8" impact socket set (3/8" - 1 1/8")	X				
3	3/8" extensions (2 1/2" - 5" - 10")	X				
4	3/8" standard socket set 3/8" - 1 1/8	X				
5	1/2" air impact	X				
6	1/2" impact socket set standard (7/16" - 1 1/4")	X				
7	1/2" extentions (2 1/2" - 5" - 10")	X				
8	1/2" standard socket set 7/16" - 1 1/4"	X				
9	1/2" metric socket set 6mm - 24mm	X				
10	1/2" deep socket set 7/16" - 1 1/4"	X				
11	1/4" drive set 3/16" - 1/2"	X				
12	1/4" drive set 4mm - 12mm	X				
13	Adapter 1/2" - 3/4"	X				
14	Adapter 3/4" - 1/2"	X				
15	Combination wrench set (standard) 3/8" - 1 1/2"	X				
16	Combination wrench set (metric) 4mm - 32mm	X				
17	Adjustable wrench 8"	X				
18	Adjustable wrench 12"	X				
19	Pipe wrench 8"	X				
20	Pipe wrench 18"	X				
21	Punch set - center	X				
22	Punch set - pin & taper	X				
23	Pliers - needle nose	X				
24	Pliers - linesman	X				
25	Plier - slip joint 12"	X				
26	Pliers - side cutters 4 1/2"	X				
27	Pliers - snap ring (inside & outside)	X				
28	Pliers - vice grips 10"	X				
29	Pliers - water pump (tongue & groove)	X				
30	Screwdrivers - Standard 1/4, 5/16, 3/8, 1/2	X				
31	Screwdrivers - Phillips #1, #2, #3	X				
32	Screwdrivers - Robertson #1, #2	X				
33	Screw extractor (easy out) set (1/8 - 1/2")	X				

	Tool Description	C/J	App 4	App 3	App 2	App 1
34	Allen Wrenches (standard) 1/16" - 5/8"	X				
35	Allen Wrenches (metric) 2mm - 12mm	X				
36	Feeler Guages - standard .0015" - .040"	X				
37	Feeler Guages - metric .06mm - .70mm	X				
38	Hammer 8 oz ball pein	X				
39	Hammer 24 oz ball pein	X				
40	Hammer 16 oz claw	X				
41	Hammer 24 oz claw	X				
42	Pry Bar - 18"	X				
43	Pry Bar - 30"	X				
44	Cold chisel set (1/4" - 3/4")	X				
45	Micrometer 0 - 1"	X				
46	Micrometer 0 - 2"	X				
47	Combination square	X				
48	2" square	X				
49	Torpedo level - 6"	X				
50	Deburring tool	X				
51	Plumb bob	X				
52	Hack saw	X				
53	Tape measure - 25'	X				
54	Scrapers (assorted sizes)	X				
55	Tin snips - combination	X				
56	Scissors	X				
57	Utility Knife	X				
58	Inspection mirror (telescoping)	X				
59	Retrieving tool magnetic 0"-26"	X				
60	Tubing cutter	X				
61	Multimeter	X				
62	Flashlight	X				
63	Vernier Calipers	X				
64	Lockable tool box	X				

End of Millwright Tool List

Electrician

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set (3/8-3/4)	X				
2	3/8" extensions (2 1/2" - 5" - 10")	X				
3	3/8" metric socket set 6mm - 24mm	X				
4	1/2" Socket set standard (7/16 - 11/4)	X				
5	1/2" extentions (2 1/2" - 5" - 10")	X				
6	1/4" Socket set standard 3/16" - 1/2"	X				
7	1/4" Socket set metric 4mm - 12mm	X				
8	Nut Driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				
9	Combination wrench set (standard) 3/8" - 1 1/2"	X				
10	Combination wrench set (metric) 4mm - 32mm	X				
11	Ignition wrench set 13/64" - 3/8"	X				
12	Adjustable wrench 8"	X				
13	Adjustable wrench 12"	X				
14	Pipe wrench 10"	X				
15	Punch set (13 pce) centre, drift, drive pin, start, 1/4"-1/2"	X				
16	Pliers - needle nose 6"	X				
17	Pliers - linesman 9"	X				
18	Plier - slip joint 12"	X				
19	Pliers - side cutters 7"	X				
20	Pliers - vice grips 10"	X				
21	Screwdrivers - Standard 1/4, 5/16, 3/8, 1/2	X				
22	Screwdrivers - Phillips #1, #2, #3	X				
23	Screwdrivers - Robertson #1, #2	X				
24	Screw extractor (easy out) set (1/8 - 1/2")	X				
25	Jeweler screwdriver set (blade type)	X				
26	Allen Wrenches (standard) 1/16" - 5/8"	X				
27	Allen Wrenches (metric) 2mm - 12mm	X				
28	Hammer 16 oz claw (soft face)	X				
29	Pry Bars - alignment head 24"	X				
30	Pry Bar - rolling head 18"	X				
31	Cold chisel set (1/4" - 3/4")	X				
32	Sta-Kon tool	X				
33	Screw starter (standard & phillips)	X				
34	Hack saw	X				

	Tool Description	C/J	App 4	App 3	App 2	App 1
35	Tape measure - 25'	X				
36	Utility Knife	X				
37	Inspection mirror (telescoping)	X				
38	Retrieving tool magnetic 0"-26"	X				
39	Drill bit set (1/16" - 1/2")	X				
40	Multimeter	X				
41	Flashlight	X				
42	Tool pouch & belt	X				
43	Lockable tool box	X				

End of Electrician Tool List

Instrumentation Mechanic

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set (3/8-3/4)	X				X
2	3/8" extensions (2 1/2" - 5" - 10")	X				X
3	3/8" metric socket set 6mm - 24mm	X				X
4	1/2" Socket set standard (7/16 - 11/4)	X			X	
5	1/2" extentions (2 1/2" - 5" - 10")	X			X	
6	1/4" Socket set standard 3/16" - 1/2"	X				X
7	1/4" Socket set metric 4mm - 12mm	X				X
8	Nut Driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				X
9	Combination wrench set (standard) 3/8" - 1 1/2"	X				X
10	Combination wrench set (metric) 4mm - 32mm	X				X
11	Ignition wrench set 13/64" - 3/8"	X			X	
12	Adjustable wrench 8"	X			X	
13	Adjustable wrench 12"	X				X
14	Pipe wrench 10"	X				X
15	Punch set (13 pce) centre, drift, drive pin, start, 1/4"-1/2"	X			X	
16	Pliers - needle nose 6"	X				X
17	Pliers - linesman 9"	X				X
18	Plier - slip joint 12"	X				X
19	Pliers - side cutters 7"	X				X
20	Pliers - vice grips 10"	X				X
21	Pliers - electronic needle nose	X			X	
22	Pliers - electronic side cutters	X			X	

	Tool Description	C/J	App 4	App 3	App 2	App 1
23	Screwdrivers - Standard 1/4, 5/16, 3/8, 1/2	X				X
24	Screwdrivers - Phillips #1, #2, #3	X				X
25	Screwdrivers - Robertson #1, #2	X				X
26	Screw extractor (easy out) set (1/8 - 1/2")	X				X
27	Jeweler screwdriver set (blade type)	X			X	
28	Allen Wrenches (standard) 1/16" - 5/8"	X				X
29	Allen Wrenches (metric) 2mm - 12mm	X			X	
30	Hammer 16 oz claw (soft face)	X				X
31	Pry Bars - alignment head 24"	X			X	
32	Pry Bar - rolling head 18"	X			X	
33	Cold chisel set (1/4" - 3/4")	X			X	
34	Sta-Kon tool	X				X
35	Screw starter (standard & phillips)	X				X
36	Hack saw	X				X
37	Tape measure - 25'	X				X
38	Utility Knife	X				X
39	Inspection mirror (telescoping)	X			X	
40	Retrieving tool magnetic 0"-26"	X			X	
41	Drill bit set (1/16" - 1/2")	X			X	
42	Multimeter	X				X
43	Flashlight	X				X
44	Tool pouch & belt	X				X
45	Lockable tool box	X				X

End of Instrumentation Mechanic Tool List

Class A Gas Mechanic

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set (3/8-3/4)	X				
2	3/8" extensions (2 1/2" - 5" - 10")	X				
	3/8" metric socket set 6mm - 24mm					
3	1/2" Socket set standard (7/16 - 11/4)	X				
4	1/2" extensions (2 1/2" - 5" - 10")	X				
5	1/4" Socket set standard 3/16" - 1/2"	X				
	1/4" Socket set metric 4mm - 12mm					
6	Nut Driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				
7	Combination wrench set (standard) 3/8" - 1 1/2"	X				

	Tool Description	C/J	App 4	App 3	App 2	App 1
	Combination wrench set (metric) 4mm - 32mm					
8	Adjustable wrench 6"	X				
9	Adjustable wrench 10"	X				
10	Pipe wrench 10"	X				
11	Pipe wrench 14"	X				
12	Pipe wrench 18"	X				
13	Pipe wrench 24"	X				
14	Pliers - needle nose 6"	X				
15	Pliers - linesman 9"	X				
16	Pliers - vice grips 6"	X				
17	Pliers - pump 10"	X				
18	Pliers - wire stripper / crimper	X				
19	Screwdrivers - Standard 1/4, 5/16, 3/8, 1/2	X				
20	Screwdrivers - Phillips #1, #2, #3	X				
21	Screwdrivers - Robertson #1, #2	X				
22	Allen Wrenches (standard) 1/16" - 5/8"	X				
23	Allen Wrenches (metric) 2mm - 12mm	X				
24	Pry Bar - rolling head 18"	X				
25	Hammer 16 oz claw (soft face)	X				
26	Copper pipe cutters 1/4" - 2"	X				
27	Copper pipe bender 1/4" - 3/8"	X				
28	Level - 6"	X				
29	Sta-Kon tool	X				
30	Hack saw	X				
31	Tape measure - 25'	X				
32	Utility Knife	X				
33	Inspection mirror (telescoping)	X				
34	Drill bit set (1/16" - 1/2")	X				
35	Multimeter	X				
36	Flashlight	X				
37	Propane torch set	X				
38	Tool pouch & belt	X				
39	Lockable tool box	X				

End of Class A Gas Mechanic Tool List

Bodyman

#	Tool Description	C/J	App 4	App 3	App 2	App 1
1	Paint spray guns (air) 1 for primer					
2	Paint spray guns (air) 1 for paint finish					
3	Long board sander					
4	Orbital grinder / sander (stick-em pads)					
5	Air chisel with chisel selection and cutters					
6	1/2" impact wrench					
7	Impact sockets (set)					
8	Practi-jack (or similar for moving fenders and posts)					
9	Slide hammer set					
10	Body hammer selection					
11	Body Dolly's (selection)					
12	Upholstery & door panel tools					
13	Windshield cutter					
14	Windshield installation tools					
15	Prybars - large, medium,small					
16	1/2" Drive & sockets					
17	3/8" Drive & sockets					
18	1/4" Drive & sockets					
19	3/8" drive metric sockets					
20	Combination wrenches - 1/4" - 1 1/4"					
21	Screwdrivers - Phillips, standard, Robertson, Torx.					
22	Pliers - Large water pump pliers					
23	Vise Grip selection					
24	Sanding block					
25	Electrical test light					
26	Allen wrenches					
27	Hacksaw					
28	Tinsnips					
29	Tape measure					
30	Punch & chisel selection					
31	Drill Bit set (1/16" - 1/2")					

End of Bodyman Tool List

MEMORANDUM OF UNDERSTANDING NO. 1

BETWEEN

GIBRALTAR MINES LIMITED
(hereinafter referred to as the “Employer”)

AND

**CONSTRUCTION AND ALLIED WORKERS’
UNION, LOCAL NO. 68**
affiliated with the
Christian Labour Association of Canada
(the “Union”)

RE Article 11 – Seniority

Seniority for those employees who were on site and have worked continuously under a CLAC signatory Collective Agreement prior to the new Site Specific Memorandum of Agreement between the Employer and the Union will be recognized from their start date on site.

Dated this 4th day of January, ~~2006~~ 2007

SIGNED on behalf of
GIBRALTAR MINES LIMITED

SIGNED on behalf of
**CONSTRUCTION & ALLIED
WORKERS’ UNION,
LOCAL NO. 68**

K. Barrowman
Authorized Representatives

I. Gibson
Authorized Representatives

Authorized Representatives

Authorized Representatives

MEMORANDUM OF UNDERSTANDING NO. 2

BETWEEN

GIBRALTAR MINES LIMITED
(hereinafter referred to as the “Employer”)

AND

**CONSTRUCTION AND ALLIED WORKERS’
UNION, LOCAL NO. 68**
affiliated with the
Christian Labour Association of Canada
(the “Union”)

RE Student Hire Program

The Employer may initiate a student hire program. Student hires are part of the bargaining unit and shall be covered by all terms of this agreement except for Article 11.

Dated this 4th day of January, ~~2006~~ 2007

SIGNED on behalf of
GIBRALTAR MINES LIMITED

SIGNED on behalf of
**CONSTRUCTION & ALLIED
WORKERS’ UNION,
LOCAL NO. 68**

K. Barrowman
Authorized Representatives

I. Gibson
Authorized Representatives

Authorized Representatives

Authorized Representatives

Benefit Plan F.A.Q.'s

1. Where is the CLAC office located?
See back cover.
2. Is there a website?
Yes, www.clac.ca
3. How do I enroll in the Benefit Plan?
Fill out the application form (part of the new employee package you received when you began your employment), and submit it to your local union office or directly to CLAC Benefit Office, 14920 118 Ave., Edmonton, AB T5V 1B8
4. When do I become eligible?
The beginning of the month following 350 hours worked with a participating employer.
5. How do I make a claim?
Fill out the right form. Send it with accompanying receipts to the CLAC Benefit Office, 14920 118 Ave., Edmonton, Alberta T5V 1B8
6. Where do I obtain claim form?
Claim forms for dental, extended health (drugs, eye glasses, etc.) can be downloaded from the CLAC website: www.clac.ca click on benefits, click on Western Benefits, click on forms. For Weekly Indemnity or Long Term Disability claims, call or e-mail the Benefit Office or your local union office.
7. Can I send my claim directly to Sun Life?
No. It must go through CLAC's Benefit Office.

8. Are there time limits on applications for benefits?
Yes.
- ***For dental, extended health (drugs, glasses, etc.) time limits are as shown on the claim form (currently 180 days after the end of the year in which the expense was incurred)***
 - ***For Weekly Indemnity – 30 days***
 - ***For Long Term Disability – 60 days***
9. Can I contact Sun Life directly?
Yes, BUT only after a claim is in process can you call for an update directly to Sun Life at 1.800.661.7334, instead of phoning the CLAC Western Benefit Office.
10. Is there an Employee & Family Assistance Program (E.F.A.P.) in the Benefit Plan?
Yes. Call 1.800.661.8193.
11. What is covered in the E.F.A.P.?
Counselling services for marital, financial, substance use/abuse, stress, etc. problems.
12. What would cause delays in processing my claim?
- a. *application form* - *not signed, and/or*
- *not dated, and/or*
- *no beneficiary noted***
 - b. *claim form in complete or missing receipts***
 - c. *claim form sent to the wrong place, i.e. insurance company instead of CLAC Benefit Office.***

RSP Questions

1. Where do my RSP monies end up?
At Group Retirement Services.
2. How can I contact them?
You can contact them by phone at 1.800.724.3402 or via their website, www.grsaccess.com .
3. How is my account established?
Your account is opened once the CLAC Benefit Office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.
4. When is my account registered?
Your account is registered once Group Retirement Services receives your completed application form (included in your new employee package). Registration of the account enables Group Retirement Services to issue a receipt for income tax purposes at the end of the year.