

COLLECTIVE AGREEMENT

BETWEEN

**GRAYMONT WESTERN CANADA INC.
Pavilion Lime Plant and Quarry
in the Province of British Columbia
(hereinafter called the "Company")**

- AND -

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS, LOCAL LODGE NUMBER D503,
(hereinafter called the "Union")**

August 1st, 2013 to July 31st, 2016

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Article 1 - Interpretation:

- 1.01 The Agreement shall apply to all employees of the Company at the Pavilion Plant and Quarry, save and except persons above the rank of Supervisor, Supervisors, Laboratory staff, and office workers.

Article 2 - Legality of Terms:

- 2.01 This Agreement shall be subject to any and all Federal and Provincial laws, Orders-in-Council, decrees or regulations of Government bodies having jurisdiction in such matters. If any clause, sentence, paragraph or section of this Agreement is found or determined to be in violation of any existing law or any law hereafter passed, then and in that event the parties agree to immediately re-negotiate said clause, sentence, paragraph or section in order that the same may conform to any existing law. It is expressly agreed that every other clause, sentence, paragraph and section shall remain in full force and effect irrespective of the finding that said clause, sentence, paragraph or section is declared invalid.
- 2.02 As used in this Agreement, all previous or following reference (e.g. he, his, they, their) shall be deemed to include the feminine as well as the masculine.

Article 3 - Recognition:

- 3.01 The Company recognizes the Union as the sole bargaining agent for all employees at its Pavilion Plant and Quarry, and agrees the supervisory staff will not under normal circumstances take the place of nor perform the duties of members of the bargaining unit. It is understood that supervisory staff may instruct, inspect, or in the case of emergency take the action necessary to avoid injury, loss of life or loss of property, material or machinery.

Article 4 - Union Committee:

- 4.01 For the purpose of Union Management meetings, as may from time to time be necessary between the Company and the Union, the Union shall be represented by a committee of three or a quorum of two (2) employees whose names shall be advised to the Company by the Union and who may in such meetings be accompanied and assisted by a duly elected or appointed official of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers. The Company agrees that it will arrange to be represented at meetings with the representatives of the Union for the purpose of such meetings at such time and places as may be reasonably requested by the Union or the Company. When a Union committee member is off and he is

requested to attend such meeting by the Company, he shall be paid at straight time for the time spent in the meeting.

Article 5 - Bulletin Boards:

5.01 The Company agrees to provide a bulletin board of reasonable size at the Plant for the exclusive use of officials of the Union for posting notices, such notices to bear the signature of the proper officials.

Article 6 - Contracting:

6.01 The Company agrees not to subcontract any of its production or maintenance work to any other concern for the purpose of eliminating the job classifications listed in Schedule "A", or which directly results in the lay-off of a member of the bargaining unit. The company agrees to reinstate the practice of notifying the Union when a contractor comes on site with the following information: name of the contractor, the work to be performed and the estimated duration of the work.

Article 7 - Conditions of Employment:

7.01 Hours of Work: (change)

(a) For those employees on a steady day shift, one (1) week's work shall consist of forty (40) hours Monday through Friday. The working day shall consist of eight (8) hours, beginning at 7:30 am and ending at 4:00 pm with one-half (1/2) hour off for lunch. The normal lunch break shall be taken between 11:45 and 13:00 pm. The overtime rate will be paid for one-half (1/2) hour to a day worker who is directed to work so that his lunch break cannot be taken within the period prescribed above. His lunch period shall be taken later during his normal shift, for which time he shall be paid.

The Company may elect at any time to change the hours of work for one employee, whose working day shall consist of eight (8) hours, beginning at 6:00 am and ending at 2:30 pm with one-half (1/2) hour off for lunch to be taken between 11:00 am and 12:30 pm.

(b) For employees on shift work, the normal working week shall consist of forty (40) hours made up of five (5) shifts of eight (8) hours each. The normal working day for shift workers shall be:

Day shift:	8:00 am to 4:00 pm
Afternoon shift:	4:00 pm to midnight
Night shift:	Midnight to 8:00 am

For two front end loader operators:

Day shift:	7:30 am to 3:30 pm
Afternoon shift:	3:30 pm to 11:30 pm
Night shift:	11:30 pm to 7:30 am

- c) No employee will have their work week reduced to less than forty (40) hours due to a schedule change by the Company, unless the schedule change is due to a layoff.

7.02 Shift Changes:

Employees will be given at least forty-eight (48) hours of notice of change of shift which changes an employee's start time. In the event such notice is not given, time and one-half (1 1/2) times the regular rate will be paid for the first shift following change without notice.

- 7.03 Assigned work schedules must be maintained and any proposed interchange of working hours between employees (such changes shall not involve the Company in payment of overtime) must be requested in writing to the Supervisor in charge for his rejection or approval. A request must be made at least twenty four (24) hours prior to the proposed interchange.

If there is no Supervisor at the plant the employees must get verbal approval from the on-call Supervisor. A form still has to be completed and signed by the Supervisor and employees.

- 7.04 If any employee is not notified before the end of his shift not to report for his next regular shift then a minimum of four (4) hours work will be provided for the next shift or four (4) hours pay at that employee's regular rate will be given in lieu thereof.

- 7.05 Once an employee commences work on his regular shift, not less than four (4) hours work will be provided.

- 7.06 The Company agrees, with the exception of layoff due to power outages, road blocks, & acts of God, to provide notice of seventy-two (72) hours including weekends and statutory holidays. If such notice is not given, any employee affected will be paid for any regular shifts falling within the notice period.

- 7.07 There will be a ten minute coffee break morning and afternoon. Coffee breaks will be taken at the employees' work stations where practical to do so.

- 7.08 When requested to use their personal vehicle for Company business, an employee will report the kilometers used, and will receive an allowance accordingly with Graymont's "Mileage Rate for Business Use of Personal Vehicles"
- 7.09 (a) The Company agrees to pay for all Provincial Licenses, with the exception of Motor Vehicle Licenses, necessary to the employee in the continuing performance of his job.
- (b) The Company agrees to pay all costs for which it gave prior approval incurred by maintenance personnel, including the maintenance helper classifications, to up-grade or renew welding tickets, providing the person is successful in the course and providing the course is taken within a 100-mile radius of the plant.
- 7.10 Employees may have access to their personnel file during normal business hours, in the presence of a Company representative.
- 7.11 Employees clocking-in late will have their late time docked for the time they are actually late.

However, in the case of cross shifting (e.g. Kiln), if an employee claims overtime because his cross shift is late, the late employee will automatically be docked the same amount of time as claimed by the employee being relieved.

Unless specifically preauthorized by his supervisor, when an employee is late for work one hour or more he will be considered not available for work that day.

Article 8 - Overtime Regulations:

- 8.01)
- a. Overtime work shall be offered according to 8.01(b), with the following exception:
- I. When qualified employees are already onsite working on a job, overtime will be offered first to holders of the job classification involved and according to seniority of those employees already onsite working on that job for job completion purposes only (4 or less hours for maintenance jobs including helpers and 2 or less hours for non-maintenance jobs).

b. With the exception of 8.01(a)(I), overtime work will be offered as follows:

I. To the most senior qualified employees.

II. Process Operators and Fireman Helpers must work at their station until their replacement arrives or until relieved.

Except for those covered by 8.01 b.) II, any employee may refuse overtime, but the Company shall have the right to require employees, starting with the least senior employee qualified, to work the overtime.

8.02 Work in excess of eight (8) hours in any 24-hour period shall be deemed overtime. Work in excess of forty (40) hours in one week shall be deemed as overtime.

"Week" shall mean a 7-day period commencing at 0:00 hours Sunday and terminating at 24:00 hours on the following Saturday. Overtime shall be paid at the rate of double (2 times) the regular hourly rate with the following provisions:

(a) Both daily and weekly overtime shall not be paid for the same hours.

(b) Shift differentials, if any are applicable, shall not be increased in any manner by reason of the fact that such work is performed on overtime. When overtime is required, a minimum of one-half (1/2) hour at overtime rates will be paid. Any Statutory holiday which falls on an employee's scheduled work day will be considered part of the 40-hour week for purposes of calculating overtime.

8.03 (a) Where an employee has been called out for work within 24 hours after having left the Company property, provided it is not a scheduled shift change, scheduled overtime, or has not been assigned as a change in shift, he shall be paid the overtime rate for not less than four (4) hours. Scheduled overtime means being asked for overtime while at work or being called and given 24 hours or more notice.

(b) When an employee is telephoned, out of his normal working hours, by a supervisor to obtain job related assistance, that employee will be entitled to one (1) hour's pay at his normal overtime rate for that day.

(c) It is understood that in the event of a call-out, no duties will be added for the purpose of making up time, except when another emergency breakdown occurs after notice has been given or after

the employee has started work and before the originally specified purpose call-out has been completed.

- 8.04 Any employee called out to work on his scheduled days off shall be paid the overtime rate.
- 8.05 Double time will be paid for all hours worked on Sunday, with the following exceptions:
- (a) Any employee who works on a Sunday that is his scheduled day off will be paid at two and one half (2 ½) times the regular rate for any hours he works on that Sunday.
 - (b) Any work in excess of eight (8) hours on a scheduled Sunday shift will be paid at two and one half (2 ½) times the regular rate provided any employee involved in this work is not covered in clause (a) above.
- 8.06
- (a) When an employee is called out or works overtime immediately after the end of his regular shift without being asked before the beginning of this shift, he shall be provided with a \$15.00 meal allowance after two (2) hours of work.
 - (b) Then every four (4) hours thereafter on a call out or works overtime immediately after the end of his regular shift without being asked before the beginning of this shift the Company will provide, a hot meal, the employee may choose a \$15.00 meal allowance in lieu.
- 8.07
- (a) Where an employee has been required to work more than four (4) hours overtime the employee must take a ten (10) hour break before commencing their regular shift unless instructed otherwise by a Supervisor. Failing this, it is understood that the employee will remain on the overtime rate of pay until such time as the employee has had a ten (10) hour rest period.
 - (b) When an employee has been called out to work overtime which does not run into their regular shift the employee shall have a ten (10) hour break before starting work on their regular shift unless advised otherwise by their Supervisor. In this case it is understood that the employee will remain on the overtime rate of pay until such time that the employee has had a ten (10) hour rest period.
- If the overtime worked runs into the employee's regular shift, and is four (4) hours or less, the employee shall receive straight time pay for all hours worked on their regular shift.

If the overtime worked runs into the employee's regular shift, and is more than (4) hours he shall remain on the overtime rate until such time as he has had a ten (10) hour rest period.

- (c) It is understood that when an employee's rest period terminates before the cessation of their normal work day or shift, and provided the employee reports to work at the cessation of this period, the employee shall be paid for all normal working hours used to complete their rest period. It is further understood that when an employee's rest period terminates, no more than two (2) hours before cessation of their normal work day or shift, the employee shall be paid for all normal working hours used to complete their rest period without having to report to the plant.

The hours not worked after the termination of the rest period shall not be counted as hours worked and, therefore, regarded as leave with permission. Any hours paid in accordance with the above to complete a rest period shall be counted as hours worked.

- 8.08 Employees may bank a maximum of sixty (60) hours overtime during any given contract year. The employee may work overtime at straight time rate of pay, and take equal time off with straight time pay instead of being paid double time for overtime worked. Such arrangements must be made with the employee's Supervisor and noted in the Overtime Record Book. Banked days must be taken by the end of each contract year or they will be paid out.
- 8.09 No employee will be assigned, requested or scheduled to work overtime as long as an employee is on lay-off, who is available and qualified to perform the work required. This clause does not apply to emergency call-outs for breakdown repair or the filling of vacancies caused by an employee's failure to report without notice.

Article 9 - Work on Statutory Holidays:

9.01 The following thirteen (13) days shall be observed as Statutory Holidays

New Years Day	January 1 st .
Family Day	2nd Monday in February
Good Friday	
Victoria Day	1 st Mon. preceding May 25 th .
Canada Day	July 1 st .
Aboriginal Day	June 21 st
B.C. Day	1 st Mon. in August.
Labour Day	1 st Mon. in September.
Thanksgiving Day	2 nd Mon. in October.
Remembrance Day	November 11 th .
Christmas Day	December 25 th .
Boxing Day	December 26 th .
1 Day	December 31 st .
1 Floating Day	

9.02 No two (2) employees will take the Floating Day at the same time and at least two (2) weeks written notice will be provided by the employee prior to his taking the Floating Day.

Any employee who has not used his Floating Day by the end of a contract year (July 31st) will be paid straight time for that day, and cannot carry that time over into the next contract year. For payroll purposes this time paid will not be considered as hours worked for calculation of overtime.

9.03 All employees who have worked their regularly scheduled shift immediately before and after the above holiday but do not work on these holidays will receive one (1) day's pay (eight (8) hours) at regular rate for that holiday.

Those employees who have worked their regularly scheduled shift immediately before and after the above holidays and are required to work on these holidays shall receive in addition, pay at two (2) times the regular rate for hours worked.

Those employees who have worked their regularly scheduled shift immediately before and after the above holidays and are required to work call-outs or overtime on these holidays shall receive in addition, pay at two and one-half (2 1/2) times the regular rate for hours worked.

Any employee failing to work their regularly scheduled shift (other than for proven sickness, death in immediate family, or approved leave of

absence) immediately before or after such holidays will not qualify for the holiday pay as provided above. If a statutory holiday falls during any employee's annual vacation they will receive an additional day off with pay. If a statutory holiday falls on a Saturday or Sunday, it will be observed on the Friday or Monday, except for Process Operators and Fireman Helpers who will be paid for the actual day of the holiday.

9.04 Notwithstanding the provisions of this article, no employee is eligible for statutory holiday pay unless:

- (a) An employee has completed thirty (30) calendar days of employment.
- (b) Probationary employees will be paid on the above named holidays when not worked, provided they earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday. This condition would not apply to an employee who is on Worker's Compensation.

9.05 In the event that the Provincial or Federal Government proclaims an additional public holiday or holidays, such holiday(s) will be added to this article, provided such holiday is not listed above and further provided that such proclaimed holiday is not a substitute or replacement for any presently legislated holiday.

Article 10 - Accidents:

10.01 When an employee meets with an accident requiring medical attention during the performance of his duties he shall be paid his full day's wages for that day.

Article 11 - Seniority of Service:

11.01 The Company accepts the principle of seniority of service. This principle shall, in the Company's relations with its employees, be applied as follows:

In all cases of bidding on a posted job within the bargaining unit, reduction of work forces and recall after layoff, the following factors shall be considered:

- (a) Seniority.
- (b) Ability to perform the work: In respect to any job whether skilled or unskilled, the standard of ability is whether or not the employee can

meet the reasonable requirement of job performance in terms of both quality and quantity.

11.02

- (a) All vacancies or new positions, including the position of Labourer, will be posted for a period of five (5) working days before any permanent appointment to give employees an opportunity to apply for such position. The selected employee will be given a fair trial of up to four (4) weeks but the Company reserves the right to return the selected employee to his old job or one at equivalent or better pay at any time if he is not carrying out the new duties satisfactorily.

On the first day of a job posting, the Company will send a copy of the job posting by registered mail, to those employees that are going to be away longer than the job posting period. Posting will be sent to the last known mailing address.

- (b) When an employee has successfully changed jobs through a job posting into the classification of either Maintenance or Process operator, he may not be considered for another job posting for one year unless it is to the mutual benefit of both parties.

11.03 Seniority shall be defined as the accredited length of service attained by an employee. Length of service shall be determined by the total time, whether or not consecutive, an employee shall have worked for the Company. The Company undertakes to maintain a seniority list showing seniority status of all employees of the Company covered by this agreement and agrees to supply the Union with an up-to-date seniority list of employees every three months.

11.04 Each employee shall serve a probationary period of sixty (60) days worked in a twelve (12) month period before acquiring any seniority status. Upon completion of the probationary period, he shall be credited with his length of service from last hiring date. During the probationary period any employee may be discharged at the Company's discretion without recourse through the grievance procedure.

11.05 In the event of reduction of workforce size, the employees affected shall be laid off in the inverse order of their Seniority, their ability to do the work required being considered, and when it is necessary to increase forces, such laid off employees shall be re-employed in the inverse order in which they were laid off provided that they are able to perform the work required.

11.06 An employee's seniority rights will cease and their employment will be terminated if:

- (a) They quit voluntarily.
- (b) They are dismissed for cause.
- (c) They are absent for five (5) days without permission in an eighteen (18) month period.
- (d) They do not return to work within seven (7) days after receipt of call by personal notification to them either by courier or by registered mail to their last known address.
- (e) They have not been called back for two (2) years

11.07 Any employee may be temporarily transferred to another job classification for not more than thirty (30) days.

11.08 An employee whose job is discontinued for thirty (30) days or more and who has the required seniority, may apply in writing for a job in his or any other department and if he can satisfactorily perform the job without a training period he shall replace the regularly classified employee.

Article 12 - Suspension and Discharge:

12.01 The Company reserves the right to discharge or suspend from employment any employee for just and reasonable cause.

12.02 In addition to the provisions of Article 7.03, any employee failing to turn out (other than for proven sickness) for their regular shift, unless they advise by one (1) hours' notice, the Manager or Supervisor, of their inability, for valid personal reasons, to turn out, may be subject to suspension for a period equivalent to their absence on the first such occasion and may be subject to discharge on any subsequent occasion within twelve (12) months, or when any continuing absence lasts for more than two (2) days.

12.03 The Company shall notify the employee and the Union of such discharge or suspension in writing within five (5) working days and shall furnish in writing the reason or reasons for such discharge or suspension.

12.04 The Union must file an appeal within five (5) working days of receipt of such written notice of discharge or suspension, or the right to appeal is lost. A proper appeal will be taken through the following procedure:

Stage 1:

The Plant Manager (or his representative) shall have three (3) working days to give further consideration to the Appeal. Should the Union not be prepared to accept the decision arrived at by the Plant Manager at this time or should the Plant Manager fail to give a decision within three (3) days.

Stage 2:

The Appeal shall then be immediately taken up with the President of the Company or his representative and a representative of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers who shall have five (5) working days in which to settle this grievance. Should the grievance not be settled at this stage.

Stage 3:

It shall then be immediately referred to a Board of Arbitration, which may:

- (a) Uphold the Company's action;
- (b) Uphold the Union's appeal and re-instate the Griever to his former position without loss of wage rate or seniority and with full pay for all time lost; or
- (c) Award such lesser penalty as the Board may deem just and reasonable.

12.05 Any disciplinary record in an employee's file shall be removed from the employee's file after twelve (12) months from the date of incident.

12.06 It is further understood that the Griever's Health Welfare and Pension Benefits will remain in force pending the Board's decision.

Article 13 - Grievances:

13.01 For the purpose of resolving grievances the Company shall recognize a Union Committee, consisting of three (3) employees (2 being a quorum), elected by the Union. Union Committee members may meet with the Plant Manager or his representatives, as hereinafter provided, with no loss of pay when such meetings occur during working hours.

13.02 The Union agrees to furnish to the Company the names of the Union Committee members who are authorized to carry out the provisions of this article.

13.03 All decisions arrived at by agreement between the Management of the Company and the Union Committee with respect to grievances shall be final and binding upon the Company and the employees.

13.04 Should a dispute arise between the Company and any employee or employees regarding the interpretation, application, or operation, or any alleged violation of this agreement, an earnest effort shall be made to settle the dispute in the following manner:

This grievance procedure in this Article 13 does not apply to discharges or suspensions under Article 12.

Stage 1:

The affected employee or employees will meet with the Supervisor involved to discuss the dispute within 48 (forty eight) hours, exclusive of holidays and weekends, of the occurrence which gave rise to such dispute. In these cases the affected employee or employees shall have the right to be accompanied by a member of the Union Committee when meeting with the affected Supervisor. If the dispute is not settled to the satisfaction of the parties within five (5) working days then, before but not after seven (7) days, the aggrieved party must proceed to the second stage.

Stage 2:

A written grievance of the dispute shall be submitted by the aggrieved party to the Plant Manager or his representative for their consideration. If the dispute is not settled to the satisfaction of the parties within one (1) week of the written grievance being submitted to the Plant Manager, then before but not after fourteen (14) days the grievance will proceed to Stage three.

Stage 3:

The Union Committee or a quorum made up of the District and International Representative of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers, Local Lodge Number D503 and the Plant Manager and/or representatives of the Management of the Company will meet to discuss the grievance. If the grievance is not settled within one (1) week after such representation by the Union, then before but not after fourteen (14) days the grievance will proceed to Stage four.

Stage 4:

Either party may elect to submit the grievance for a hearing by an Arbitrator, chosen by mutual agreement between the Company and the Union. Should the Company and the Union fail in their efforts to agree on the selection of an Arbitrator, the Minister of Labour for the Province of British Columbia shall be requested to appoint such an Arbitrator.

13.05 Arbitration proceedings are to be completed as quickly as possible and the decision of the Arbitrator shall be final and binding on the parties.

13.06 Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case, provided that the parties shall share equally in the costs of the Arbitrator.

- 13.07 The procedure for settling disputes set out in this Article shall be strictly adhered to and where any party fails to proceed to any step in this procedure within the time limit therefore, they shall be deemed to have conceded the grievance in favour of the other party. Where a dispute involves a question of general application, the Company and the Union may agree to go to Stage three and by-pass Stages one and two.
- 13.08 In the meantime, and in all cases other than discharge, while disputes are being investigated and settled, the employee or employees concerned, and all other parties involved, must continue to work pending investigation and until a final decision has been reached.

In cases of discharge where the Company, without prejudice to its own case, is prepared to offer alternative employment to the Aggrieved, he shall accept such employment pending the finalization of this grievance.

Article 14 - Leave of Absence:

- 14.01 Employees elected or appointed as delegates of the Union, not exceeding three (3) in number at any one time, shall be given reasonable leave of absence without pay to enable them to perform the duties of such offices, provided that such leave of absence does not adversely affect operations and provided that their request for such leave of absence is transmitted in writing to the Plant Manager at least seven (7) days before the first day of the period for which the leave of absence is required.
- 14.02 Any employee elected as a full time Union official shall, during his term of office but no longer than the duration of this agreement or any renewal thereof, be given leave of absence without pay and without benefits and without loss of seniority rights.
- 14.03 When requested by an employee, the Company will grant three (3) days leave of absence with pay to a maximum of twenty-four (24) hours pay in the event of a death in the immediate family of the employee. If an employee is responsible for funeral arrangements four (4) days leave with pay to a maximum of thirty-two (32) hours pay will be granted. However, if the funeral location is more than 200 miles from the plant location five (5) days of leave with pay to a maximum of forty (40) hours pay will be granted for either funeral arrangements or attendance. In either case, bereavement leave will be granted only when the employee would otherwise be at work. Immediate family shall be defined to include spouse, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, or sister-in-law, aunts and uncles.

Article 15 - Collection From Employees:

15.01 Collections from employees under the auspices of the Union may be made in the plant for the aid of sick members, charity, wedding gifts and other deserving causes, but such collections must be approved beforehand by the Plant Manager.

Article 16 - Vacation with Pay:

- 16.01 (a) Effective January 1, 1981, the anniversary date for vacation entitlement and pay will be changed from the employee's commencement of employment date to January 1.
- (b) An employee must take a block of forty (40) consecutive hours of vacation time.
- (c) All employees should have scheduled their vacation by September 1st. After September 1st the Company shall schedule any unused vacations that have not been scheduled by employees.
- (d) Vacation entitlement for all employees covered by this agreement shall be as follows:
- 16.02 More than one (1) year but not more than two (2) years service, two (2) weeks vacation with pay equivalent to the greater of: 80 hours or 4% of his gross earnings for the calendar year ending December 31 just past.
- 16.03 More than two (2) years but not more than six (6) years' service, three (3) weeks' vacation with pay equivalent to the greater of: 120 hours or 6% of his gross earnings for the calendar year ending December 31 just past.
- 16.04 More than six (6) years' service, four (4) weeks' vacation with pay equivalent to the greater of: 160 hours or 8% of his gross earnings for the calendar year ending December 31 just past.
- 16.05 More than sixteen (16) years' service, five (5) weeks' vacation with pay equivalent to the greater of: 200 hours or 10% of his gross earnings for the calendar year ending December 31 just past.
- 16.06 Employees with less than one (1) years' service at January 1 will be entitled to a vacation prorated on the basis of the number of weeks worked. i.e. number of weeks worked divided by 52 (weeks per year) times 10 days (number of working days in 2 weeks' vacation). A full day will be provided for any fraction thereof. Vacation pay will be based on the

number of hours as calculated above times the employee's regular rate of pay.

Employees with more than one (1) years' service at January 1 are entitled to the vacation specified in the schedule provided above.

- 16.07 All employees will be entitled to at least two (2) weeks of their vacation entitlement during the period June 1st to September 30th.
- 16.08 One week of an employee's vacation may be split up in one day segments or multiple of one day.
- 16.09 The employee must give two (2) week notice of his intention to take any weeks or days off to his Supervisor for his acceptance or rejection. Company must respond within seven (7) calendar days.

Article 17 - Wage Rates:

- 17.01 It is agreed that the wage rates to be paid to the Company's employees under this Agreement shall be shown under Appendix "A" attached herewith and forming part of the Agreement.
- 17.02 An employee shall receive the rate set for the particular job that he is doing, providing that rate is not lower than the rate of his regular classification.

Employees temporarily assigned to a higher paid class will receive the higher rate while on that job. After twenty-five (25) consecutive shifts or more at the higher rate they will not have their rate reduced for one (1) week following re-assignment to a lower paying job classification. If seven (7) days written notice is given to an employee of a change in job classification the rate of pay will be changed to the rate of the new classification.

- 17.03 For hours worked on the afternoon shift and the night shift there shall be paid a premium of eighty (\$0.80) cents per hour worked.
- 17.04 Maintenance men will be paid a tool allowance of fifty (\$50.00) dollars per month. From August first 2012, maintenance men will be paid a tool allowance of fifty-five (\$55.00) dollars per month.
- 17.05 A premium per hour worked will be paid to first aid attendants with a Level 3 British Columbia Industrial First Aid Ticket as follows:

\$1.70/hr

The number of first aid attendants for which the above premium is paid will be at the discretion of the Company and Workers' Compensation Board requirements.

A premium per hour worked will be paid to Process Operators and Fireman Helpers with a Level 1 British Columbia Industrial First Aid Certificate as follows:

\$0.45/hr

A similar premium per hour will be paid to employees with a Level 1 British Columbia Industrial First Aid Certificate for hours worked when designated as First Aid Attendant.

The Company agrees to pay all course costs and reasonable expenses plus lost wages for each day in attendance to obtain or renew a first aid ticket, provided the employee completes the course successfully.

Employees who use their own time for the above will be paid at straight time for hours in attendance, provided they complete the course successfully.

17.06

- (a) The Company agrees to supply slickers, ponchos, safety glasses, hard hats, ear protection and winter or summer gloves to each employee. Employees, on receipt of these supplies, will sign a requisition. Replacement will be made for worn or damaged items on presentation of these. If they are lost, the employee is responsible for purchasing the replacement through a deduction from wages owing by the Company, as authorized at the time of signing the request.
- (b) The Company will reimburse the cost of approved prescription safety glass at the first occurrence and thereafter will reimburse the cost to replace lenses every twenty-four (24) months to any employee requiring and purchasing CSA approved prescription safety glasses.

The Company will reimburse 70% of the cost of replacement of prescription safety glass lenses on an as needed basis for scratched and/or pitted lenses, upon presentation of the damaged ones.

- (c) The company will reimburse, each calendar year up to one hundred dollars (\$100) for the purchase of a pair of safety shoes.

After January 1st 2015 the company will reimburse, each calendar year up to one hundred and fifty dollars (\$150) for the purchase of a pair of safety shoes.

After January 1st 2016 the company will reimburse, each calendar year up to one hundred and seventy five dollars (\$175) for the purchase of a pair of safety shoes.

- 17.07 If a new job is created or the content of an existing job is substantially changed, the wage rate applicable shall be negotiated between the parties, and in the event of a failure to reach agreement will be subject to the arbitration procedure as contained in this collective agreement. Any Board constituted to deal with a dispute under this section shall have the power to fix the wage rate.
- 17.08 There shall be deemed to have been a substantial change in job content only where there has been a substantial altering in the amount of responsibility to be born or in the skills required.
- 17.09 The Company shall make available a minimum of three (3) but not more than five (5) changes of coveralls per week to the regular employees.
- 17.10 A premium of one hundred and twenty-dollars (\$120.00) will be paid for each complete month that an employee has been a member of the mine rescue team. This premium will of one hundred and seventy-dollars (\$170.00) after August 1st 2014. Then this premium will of two hundred and twenty-dollars (\$220.00) after August 1st 2015.

Article 18 - Strikes and Lockouts:

- 18.01 During the term of this Agreement and in consideration of the relations established by it, it is agreed that neither the Union, nor its representatives, nor any member of it, shall cause, sanction, authorize or take part in any strike, either partial or complete, interfering with or causing slowdown, interruption or stoppage of production, nor shall the Company cause or practice any lockout, either partial or complete.

Article 19 - Safety:

19.01

- (a) A Safety Committee shall be set up as required and in accordance with the Worker's Compensation Board Rules and Regulations, the Committee to number four (4) members, two (2) from the Company and two (2) from the Union.
- (b) The Committee shall hold regular monthly meetings for the purpose of reviewing causes of accidents, and to make suggestions and recommendations to the Company in respect to the health and safety of the employees.
- (c) Crew safety meetings will be held on a monthly basis.
- (d) A Supervisor may replace a firing crew member to allow one member of that crew to attend a meeting when mutually agreeable.

19.02 When an accident occurs the Union shall have the right to be represented in any investigation that is required in respect to the accident, including investigation at the scene or away from the scene of the accident.

19.03 Any employee who is working on security shifts will not be required to perform any duties that could be hazardous to his safety while he is alone on the Company premises.

19.04 A Union member will be present on all tours with a representative from:

- (a) Ministry of British Columbia, Regional Operations, Health and Safety Branch for Mines.
- (b) Workers' Compensation Board of British Columbia.

19.05 Time lost by employee members of the Safety Committee in meeting with the Company or investigating unsafe conditions shall be considered as time worked at straight time, provided such meetings and investigations are carried out on the Company's premises.

Article 20 - Work Schedule:

20.01 The Company agrees to post the working schedule for all employees seventy-two (72) hours in advance of its effective date.

Article 21 - Union Dues:

- 21.01 The Company retains the right to hire all employees and shall notify the Union in writing of all newly hired employees within a week of hiring, giving date of hiring and the job classification to which they have been assigned.
- 21.02 All employees within the Collective Bargaining Unit covered by this Agreement must become members, maintain membership in this Union and pay to the Union an amount equal to the initiation fee and regular monthly dues upon thirty (30) days from the date of employment, or the effective date of the Agreement, whichever is the later.
- 21.03 The Company agrees to deduct from the pay cheque of all employees initiation fees and dues in accordance with Article 21, Section 21.02. Assessments, as authorized by the Union's Constitution and by-laws, will also be deducted from the pay cheque of Union members. The Company will remit such deductions monthly to the Financial Secretary of the Union. Employees must individually authorize the Company in writing to make such deductions.
- 21.04 The Company agrees that on the official request of the Union, it will furnish the Union with full information on the job title and rate of pay of any members of the Bargaining Unit.

Article 22 - Welfare:

- 22.01 Medical Services Plan of B.C. and Extended Health Plan:-
The Company agrees to offer the Medical Services Plan of B.C. and the Extended Health Plan to any and all employees who do not have the same or better coverage through any alternate plans.
- 22.02 Weekly Indemnity:-

The Weekly Indemnity will provide coverage of 70% of the employee's regular straight time hourly rate (to a maximum of \$750.00 per week) for a period of 26 weeks. The waiting period for an insurance claim to commence is three (3) days excluding days off and holidays. If a claim is established, the Company will reimburse the employee for each of the three days of the waiting period for an amount equal to one-fifth (1/5) of that weekly amount.

If an employee is injured as a result of participation in Bronco/Bull-riding rodeo activities, he/she will not be eligible for Weekly Indemnity benefit for the first four weeks following the date of injury.

Employees off work due to illness or injury who have been given medical clearance to return to work must advise the Company on the day they receive their clearance and provide the Company with a copy of the

medical clearance before returning to work. If the employee fails to advise the Company and the employee reports for work the employee will be sent home and advised of his next available scheduled shift.

22.03 Long Term Disability:-

The Company will pay the premiums for a long term disability benefit to go into effect at the end of twenty-six (26) weeks of a weekly indemnity claim. The waiting period is to avoid duplication of coverage already provided elsewhere in this agreement. An employee who has become totally disabled will qualify for long term disability benefits after two (2) years employment with the Company. This plan will provide a monthly benefit as follows:

- Effective August 1, 2013 \$2300.00 per month
- Effective August 1, 2014 \$2400.00 per month
- Effective August 1, 2015 \$2500.00 per month

22.04 Group Life and A.D. & D.:-

For each employee the Company will pay the premiums for a Life Insurance and A.D. & D. benefit to be paid to their named beneficiary in the event of their death. Coverage is effective on the first day that the employee actually starts work. Benefit to be as follows:

- Effective August 1, 2010 \$50,250.00
- Effective August 1, 2011 \$50,500.00
- Effective August 1, 2012 \$50,750.00

22.05 Pension Plan:-

The Company agrees to maintain the Pension Plan instituted on August 1, 1974. The Plan will provide, at age 65, a monthly pension of \$7.00 for each year of service with the Company from August 1, 1974 to July 31, 1978, with options for early retirement at reduced rates, or joint survivor benefits, also at reduced rates.

The Pension Plan, instituted on August 1, 1974 will be adjusted based on years of credited service as follows:

	<u>Monthly Amount</u>
August 1, 1978 to July 31, 1980	\$ 8.00
August 1, 1980 to July 31, 1981	\$10.00
August 1, 1981 to July 31, 1982	\$12.00
August 1, 1982 to July 31, 1985	\$13.00

August 1, 1985 to July 31, 1986	\$14.00
August 1, 1986 to July 31, 1988	\$15.00
August 1, 1988 to July 31, 1989	\$16.00
August 1, 1989 to July 31, 1990	\$17.00
August 1, 1990 to July 31, 1991	\$19.00
August 1, 1991 to July 31, 1992	\$23.00
August 1, 1992 to July 31, 1995	\$25.00
August 1, 1995 to December 31, 2002	\$25.00

The Company contribution to this plan will cease on December 31st 2002

- (A) Effective August 1, 1989, a death benefit provision will be incorporated into the pension plan, as follows:
- (a) In the event of the death of a Member, other than an Inactive Member or a Pensioner who:
- i) has attained the age of 55 years but has not attained the age 65 years.
 - ii) has completed 10 or more years of continuous employment.
 - iii) has completed at least 5 years of credited service.
 - iv) is survived by a spouse.
- It shall be deemed that the Member had been allowed to retire on the day prior to his death, and elected a joint survivorship pension, with his spouse as joint survivor and with 50% continuing to the spouse for life.
- (b) In the event of the death of a Member (who has completed at least 5 years of credited service) other than a Member covered by paragraph (a) but including an Inactive Member, a lump sum payment representing the present value actuarial calculated of 50% of the accrued pension benefit to date of death shall be paid to the spouse, or if no spouse to the designated beneficiary of the Member or Inactive Member, subject to any legislative restrictions or requirements.
- At age 65, employees will receive a pension which will be prorated based on the years of service under each of the specified rates.
- (c) Effective November 1, 1995, all employees as a group joined the Boilermakers Pension Plan.

Effective August 1, 2001, the Company will contribute \$0.95 per compensated hour to the Boilermakers Pension Plan. For purposes of this clause compensated hours shall mean the total regular and overtime hours paid to an employee by Graymont Western Canada Inc. Regular hours paid are included as one (1) hour and overtime hours paid are included as one and one half (1 1/2) hours, two (2) hours or two and one half (2 1/2) hours, whichever is applicable.

The Company will contribute a total of 6% of wages per compensated hour to the Boilermakers Pension Plan. For purposes of this clause compensated hours shall mean the total regular and overtime hours paid to an employee by Graymont Western Canada Inc.

22.06 The total cost of providing the benefits described in paragraph 22.01, 22.02, 22.03, 22.04 and 22.05 above are borne by the Company, including any costs charged for filling out forms for the above benefits.

22.07 Dental Plan:-

The Company agrees to offer the Dental Plan which provides for all the cost of basic service and 60% of the cost of prosthetic appliances. Coverage of 50% orthodontic, the maximum benefit payable for Orthodontic service is \$1500.00 for a lifetime. The Company will pay 100% of the cost of the plan.

Benefits under this plan become effective on the first day of the month following three month's employment with the Company.

Effective August 1, 1999 Orthodontic Maximum - \$1800.00 lifetime.

Effective August 1, 2000 Orthodontic Maximum - \$2000.00 lifetime.

22.08 Retirement:-

The employer shall not be obliged to pay for or provide benefits for employees that have turned 65, such as Long Term Disability, which the employee would be ineligible to receive because of his or her age.

Article 23 - Wages for Union Negotiators:

23.01 The Company agrees to pay the wages of the negotiating committee (not to exceed three) for the time involved with negotiations during normal working hours.

Article 24 – Non Discrimination:

24.01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either party with respect to any employee by reason of age, race, creed, color, national origin, political or religious affiliation, sex, sexual orientation, marital status, membership or activity in the Union.

Article 25 - Terms of Agreement:

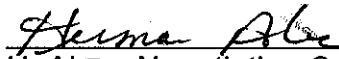
25.01 The term of this Agreement shall be for the period from August 1, 2013 to July 31, 2016 and thereafter from year to year unless either party shall, within sixty (60) days of the annual expiry date, give the other party thirty (30) days written notice of a desire to amend or terminate this Agreement.

25.02 This Agreement constitutes the sole and entire existing Agreement between the parties hereto, supersedes all past practices and prior agreements, oral or written, between the Company and the Union, and expresses all obligations of the Company and the Union.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers duly authorized in that behalf on day and year first written above.

**The International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and
Helpers Local Lodge Number
D503**

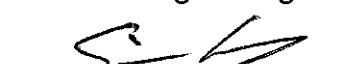
Graymont Western Canada Inc.



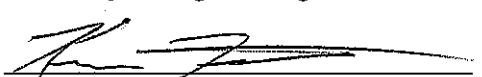
H. Alec Negotiating Committee



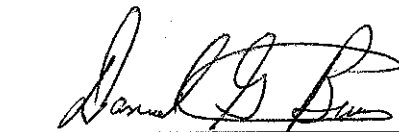
F. Alec Negotiating Committee



S. Harry Negotiating Committee



Kevin Forsyth Business Manager



D. Buis Plant Manager



I. Harry Production Supervisor



J. Potvin H.R. Advisor

Appendix "A"

During the term of this Agreement the wages will be as follows, subject to any adjustments as outlined below:

JOB CLASSIFICATION	Aug 01/13	Aug 01/14	Aug 01/15
LABOURER	28.43 \$	29.28 \$	30.01 \$
CRUSHER OPERATOR	28.65 \$	29.51 \$	30.25 \$
UTILITY MAN	29.15 \$	30.02 \$	30.77 \$
DRILLER TRUCK DRIVER	29.64 \$	30.53 \$	31.29 \$
FIREMAN'S HELPER	31.25 \$	32.19 \$	32.99 \$
LOADER OPERATOR	29.86 \$	30.76 \$	31.53 \$
BLASTER	30.03 \$	30.93 \$	31.70 \$
PROCESS OPERATOR	32.22 \$	33.19 \$	34.02 \$
MAINTENANCE MAN	30.81 \$	31.73 \$	32.52 \$
MAINTENANCE JOURNEYMAN	35.56 \$	37.38 \$	39.06 \$

Notes:

1. With regard to the coal-firing of the kilns at Pavilion, it is mutually agreed that Process Operators or Fireman's Helpers will be required to perform fuel handling unless there is an employee assigned for the entire shift as loader operator on that day (excluding the quarry loader operator).
2. When bricking (placement of any refractory is considered bricking) the Company may assign as many qualified brickers as they need, but only

those qualified brickers will be paid maintenance man rate. A minimum of one (1) labourer will be assigned to the bricking crew.

3. When an employee is assigned as Lead hand, he shall receive a pay rate equal to the highest pay rate amongst the employees in his team, plus:

: \$2.00/hr

When an employee is assigned to be an Acting Supervisor, he shall receive a pay rate equal to the pay rate of a Lead hand, plus \$1.00.

APPENDIX "B"
(Compressed Work Schedule)

1. This twelve (12) hour schedule will apply only to those employees working in the job classification of Process Operator or Fireman Helper and such labourers scheduled to support them.
2. Compressed work week shall not generate extra cost to the Company and that the efficiency of the kiln operation will not be adversely affected.
3. Overtime will not be paid if incurred as a result of implementing and/or discontinuing the twelve (12) hour shift schedule.
4. The Parties recognize that the most significant benefit of this schedule is the additional days free from work. The Parties also recognize that absenteeism without adequate notification to allow arrangements for alternate coverage becomes a much more serious problem than it normally is on eight (8) hour shifts. In recognition of these facts, the Parties agree to:
 - (a) encourage 100% attendance by all employees.
 - (b) encourage co-operation from those on days off to act as replacements for any absentees.
5. The following changes to the Collective Agreement are to be observed:

Article 7.00

7.02 (a) add the following wording:

"For those employees working on a compressed work schedule, the hours of work will be dayshift 8:00 am to 8:00 pm, nightshift 8:00 pm to 8:00 am. The day on which an employee's shift ends will be considered as the day to which that whole shift pertains."

7.02 (b) add the following wording:

Where an employee is working a shift schedule that is other than that of the compressed work week, and that employee is scheduled to cover only one shift on the compressed schedule, the employee shall be paid regular time (at the appropriate pay scale) for any hours that fall within his normally scheduled work hours;

If the employee is scheduled to work less than four shifts on the compressed work schedule, the employee will be paid overtime only for the hours worked in excess of forty (40) hours in that week.

If the employee is scheduled to work four shifts or more on the compressed work schedule, the employee will be paid as a regular compressed work schedule worker.

Article 8:00

8.01 add the following wording:

“For those employees working on a compressed work schedule, overtime will be offered by seniority to employees who are qualified and available (employee will be deemed available only if overtime does not prevent the employee from working their next regular shift at their regular rate)

8.02 (b) add the following wording:

“For those employees working on a compressed work schedule, overtime will be paid only for hours worked in excess of twelve (12) hours in one day, or for all hours worked on an employee’s scheduled day off. When an employee completes four (4) shifts within a calendar week, four (4) hours will be paid at overtime.”

8.05 (b) add the following wording:

“For those employees working on a compressed work schedule, two and one-half (2 ½) times the regular rate will be paid for work in excess of twelve (12) hours on Sunday.”

8.06 (a) add the following wording:

“Those employees working on a compressed work schedule will receive this option after thirteen (13) consecutive hours of work.”

Article 9.00

9.03

For the purpose of computing statutory holiday pay for those employees on a compressed work schedule, “Days Pay” shall be taken to mean eight (8) hours.

When an employee on the compressed work schedule works a Sunday which is also a statutory holiday, he shall receive a premium equal to twelve (12) times his regular pay rate.

Article 16.10

Vacation time for members of the Kiln crew will be computed based on twelve (12) hour days. There will be no splitting of a work day allowed.

Article 17.00

17.03 add the following wording:

"For those employees on a compressed work schedule shift differentials will be paid for the same hours as would normally be paid if the employee were working a normal 4 - shift rotation schedule."

It is intended that this APPENDIX cover all areas of modification required to the Collective Agreement. Both Parties recognize that there may be oversights or situations may arise that were not anticipated, and any such situations will be worked out by the Parties and will become part of this APPENDIX.

APPENDIX - "C"

MAINTENANCE TOOL KIT

Each maintenance man must have a tool kit consisting of not less than the following:

- 1 set of combination wrenches, 3/8" - 1 1/4" inclusive, in 1/16" increments
- 2 only open end wrenches, 1/4" x 9/32" & 5/16" x 11/32".
- 2 only adjustable wrenches, 10" and 18"
- 1 pair Vise-Grips, 7" - 10".
- 1 pipe wrench, 10" - 14".
- 1 only hack saw frame.
- 1 set feeler gauges, .003" - .015".
- 1 set 1/2" drive sockets, 7/16" - 1 1/4" inclusive, in 1/16" increments.
- 1 set 1/2" drive shallow sockets, 10mm - 24mm inclusive.
- 1 set 1/2" drive deep sockets, 10mm - 24mm inclusive.
- 1 set 1/2" drive deep impact sockets, 10mm - 24mm inclusive.
- 1 only 1/2" drive ratchet.
- 1 only 1/2" drive flex handle (nut spinner).
- 2 only 1/2" drive extensions, 5" & 10".
- 1 only 1/2" drive universal joint.
- 1 only 1/2" drive drag link socket.
- 1 set 1/2" drive deep sockets 1/4" - 1 1/8" inclusive in 1/16" increments.
- 1 set 3/8" drive sockets, 1/4" - 3/4" inclusive in 1/16" increments.
- 1 set 3/8" drive deep sockets, 8mm - 19mm inclusive.
- 1 only 3/8" drive universal joint.
- 2 only 3/8" drive extensions, 4" & 12".
- 1 only 3/8" drive speeder handle.
- 1 set 1/4" drive sockets 5/32" - 1/2" standard and deep-wall, c/w ratchet, universal joint and 6" extension.
- 1 set 1/4" drive shallow sockets, 4mm - 13mm inclusive.
- 1 set 1/4" drive deep sockets, 6mm - 14mm inclusive.
- 1 only 8 oz. ball peen hammer.
- 1 only 2 lb. ball peen hammer.
- 1 only rolling head pry bar, approx. 16".
- 1 only pinch bar, approx. 16".
- 2 only flat chisels, 6" & 8".
- 1 only center punch.
- 3 only pin punches, 3/32", 1/8" & 3/16" dia.
- 2 only starter punches, 1/8" and 3/16" dia.
- 1 only taper punch (aligning punch), 14" - 16" long.
- 4 only standard screwdrivers: Blade tips 3/16", 1/4", 5/16", 15/32" and

- Blade lengths 2 1/2", 1 1/2", 6" 12" respectively.
- 4 only Phillips screwdrivers, #1, 2, 3, and #2 stubby.
(These are not to be confused with Reed & Prince screwdrivers, which have a pointed end.)
- 3 only Robertson screwdrivers, #1, 2 & 3.
- 1 only offset standard screwdriver.
- 1 pair diagonal cutters.
- 1 pair gripping pliers, approx. 8" long.
- 1 pair needle-nose pliers.
- 2 pair arc-jointed pliers, approx. 8" & 16" (sometimes referred to as water-pump pliers).
- 1 pair snap-ring pliers, internal-external or one pair of each.
- 1 only brake adjusting tool.
- 1 only circuit tester for 6, 12, & 24 volt circuits.
- 1 only magnetic pick-up tool, 14" - 18" long.
- 1 only chain wrench, 4" pipe capacity.
- 1 small multi-meter for measuring voltage and ohms (resistance).
- 1 only utility knife.
- 1 only scraper blade (putty knife).
- 1 pair tin snips (metal shears), approx. 10".
- 1 only brass punch, approx. 5/8" dia. x 6" - 8" long.
- 1 only steel tape measure, 8 ft. minimum.
- 1 pair inside-outside calipers,
0-6" minimum graduated no longer than 1/64".
- 1 set Allen wrenches, .028" - 5/8" inclusive, with appropriate graduations.
- 1 set Allen wrenches, 1.5mm - 10mm inclusive with appropriate graduations.
- 1 only battery post and terminal cleaner.
- 1 only battery carrying strap.
- 1 only tool chest of adequate capacity to hold all the above tools.

Appendix "D"

Permanent Closure or abandonment of Operations

Employees who are laid off at Pavilion Lake as a result of a permanent closure or abandonment of the operations at Pavilion Lake, the employees who are thereby laid off will have the following options:

- 1.) The right for a period of one year after their layoff, to be given preferential treatment in hiring for openings at any new Lime Plant Operation of the Company within a radius of two hundred (200) kilometres from Pavilion Lake. What this means is that if they have the necessary skills for the openings that are substantially equal to other candidates they will be hired over these other candidates. Qualifications set by the Company for any job in the Bargaining Unit must be reasonable, necessary, and relevant to the performance of such job. In the event that a laid off employee who selects this option number one (1) does not obtain a job as provided above within one year, or decides to forego this right at any time during the one year period, they will be paid severance pay according to the formula set out in option number two (2) below.

OR

- 2.) Immediate payment of severance pay, which will be negotiated at the announcement of Plant closure or abandonment. If this option number two (2) is selected, that immediately terminates the employment relationship.
- 3.) The period indicated in option one (1) has no effect on the determination of recall rights as spelled out in 11.06 of the Agreement.

APPENDIX "E"

SPECIFIC RULES FOR SPARE BOARD DEPARTMENT

- 1- Spare Board employees can be called in to replace a permanent employee who is absent from work or if no regular employees have accepted to perform overtime. Spare Board employees can be lay off if notified the day before;
- 2- The following articles of the Labour Contract do not apply to employees on the spare board: 7.01-7.04, 7.06, 7.09, 7.11, 8.03 (with the exception of 8.03 c)), 8.04, 8.09, 14.01, 14.02, 20;
- 3- Spare Board employees must live within a fifty (50) kilometres radius of the Plant; unless otherwise specifically approved by the plant manager;
- 4- When needed, the Company will call, in order of seniority, a qualified Spare Board employee to fill in that open position, this employee shall report to the plant immediately;
- 5- Spare board employees must be available one (1) hour before shift change and an hour after shift change (the shift change period);
- 6- Spare Board employees must provide the Company with a phone number where they can be reached during the shift change period;
- 7- If a Spare Board employee does not answer, refuses a call or does not report to the plant within one (1) hour after being called in, 2 times in any three month period, his name will be removed from the list;

APPENDIX "F"

APPRENTICESHIP

The Parties wish to offer opportunities to employees who want to complete a tradesman apprenticeship program. In order to be able to offer those opportunities the Parties agree to the following conditions.

- 1- The company will solely identify and prioritise it's need in order to create such opportunities;
- 2- When the need for an apprentice is identified a posting will be made and the opportunity will be offered to the most senior employee who can qualify for the apprenticeship program under ITA (Industry Training Authority) requirements and approval.
- 3- Those who enter the program will be granted a leave of absence for the school part of the program;
- 4- The Company will reimburse the tuition fees when presented with a proof of success from the school, as well as books and traveling expenses;
- 5- Employees in the apprenticeship program will be remunerated as follows:
 - a. Before the first school period: Crusher Operator rate
 - b. After the first school period: Driller rate
 - c. After the second school period: Blaster rate
 - d. After the third school period: Maintenance rate
 - e. Upon receiving Journeyman ticket: Journeyman rate
- 6- If an employee decides to abandon the Apprenticeship Program or is unsuccessful, he will be returned to the workforce in the labourer position and will not be considered for any apprenticeship opportunity in the future.
- 7- For overtime distribution purposes employees participating in the Apprenticeship program will be considered part of the maintenance crew and will only be offered overtime based on his departmental seniority, availability of other qualified maintenance crew members and qualifications.

- 8- The Apprenticeship is not a guarantee of a position in the maintenance department after completion of the program.

Upon successful completion of the apprenticeship program, the employee will be used to fill any vacancy in the maintenance department for which he is qualified.

When not needed in the maintenance department, the employee will be given, on the first occasion, the opportunity to use his seniority to bump a less senior employee. On successive occasions when the employee is not needed in the maintenance department, he will revert to the position to which he bumped the first time.

For the Apprenticeship program, the Company agreed to post the first opportunity within four (4) months after the Ts'kw'aylaxw First Nation Chief & Council notify the Company that this program also satisfies their expectations.

Appendix "G"

10 hours shift schedule

1. Normal hours of work are 7:30 to 18:00.
2. The Parties recognize that mutual benefits of this schedule. The Parties also recognize that absenteeism without adequate notification to allow arrangements for alternate coverage becomes a much more serious problem than it normally is on eight (8) hour shifts. In recognition of these facts, the Parties agree to:
 - (a) encourage 100% attendance by all employees.
 - (b) encourage co-operation from those on days off to act as replacements for any absentees.
3. The lunch and breaks will be observed as follow:

	Yard and Maintenance	Quarry
Morning break	10:00 to 10:15	9:30 to 9:45
Lunch	12:30 to 13:00	11:45 to 12:15
Afternoon break	15:30 to 15:45	15:00 to 15:15
4. If the schedules of an occupation changes from an eight (8) hour schedule to a ten (10) hour schedule or vice-versa. The employees will be given a two (2) week notice prior to the shift change

Article 8:00

8.02 (b) add the following wording:

"For those employees working on a 4 X10 schedule, overtime will be paid only for hours worked in excess of ten (10) hours in one day, or for all hours worked on an employee's scheduled day off."

8.06 (a) add the following wording:

"Those employees working on a 4 X 10 schedule will receive this option after ten (10) consecutive hours of work."

Article 9.03 add the following wording:

For those employees working on 4 X 10 Schedule who have worked their regularly scheduled shift immediately before and after the above holiday

but do not work on these holidays will receive one (1) day's pay (ten (10) hours) at regular rate for that holiday.

The company agrees that they will not operate the Quarry on Friday unless offering the required work at overtime first.

If one of the parties wishes to end the 10 schedule, it will give a written notice to the other party. The parties will meet and try to see if they can resolve any issues and maintain the 10 hours schedule. If they cannot resolve the issue in a 30 days' time frame, the employees will work normal hours as stipulate in the contract after thirty (30) of the reception of the notice.