

COLLECTIVE AGREEMENT

BETWEEN

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 816)
*(Hereinafter referred to as the "Union")***

AND

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

TERM OF AGREEMENT: June 1, 2021 – May 31, 2025

Errors and Omissions Excepted
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COLLECTIVE AGREEMENT

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

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

WITNESSETH:

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

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

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the British Columbia Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 It is understood that the company will not permit supervisory employees to do work customarily performed by a member of the Union except in an emergency or during training.

1.03 The Company may not contract out production or maintenance work if such contracting out would result in the layoff of employees in the bargaining unit.

ARTICLE 2 - DEFINITION OF EMPLOYEE

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

2.02 Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference and vice versa. Where applicable, wherever a singular reference is used in this Agreement it shall be deemed to include the equivalent plural reference and vice versa.

ARTICLE 3 - MANAGEMENT

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

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

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

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Membership

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

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at Box 22, Van Anda, B.C. V0N 3K0.
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (c) Complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:
 - International Secretary-Treasurer
 - United Steelworkers
 - P.O. Box 9083
 - Commerce Court Postal Station
 - Toronto, Ontario, Canada
 - M5L 1K1
- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.

- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to:
 - (i) United Steelworkers, Local Union 816, Attention: Financial Secretary at Box 22, Van Anda, B.C. V0N 3K0, and
 - (ii) United Steelworkers, Servicing Staff Office
Attention: Earl Graham at fax number 604-513-1851
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 - HOURS OF WORK

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

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

Day Shift Employees - 7:00 a.m. - 3:00 p.m.
 Afternoon Shift Employees - 3:00 p.m. - 11:00 p.m.

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

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

5.04 Work Performed On Saturday, Sunday, Plant Holidays

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

- On Plant Holidays as listed in Article 6.

5.05 Overtime and Call-Out

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

5.06 Overtime pay at the rate of double-time shall be paid for all time worked in excess of ten (10) hours in any one day, and for all hours worked on Saturdays and on Sundays. In the event the required overtime extends the eight (8) hour shift beyond **two (2) hours**, an additional one-half hour **paid lunch break will be provided** at the applicable overtime rate for mealtime.

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

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

5.09 Shift Differential:

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

5.10 **The Company and the Union shall meet to discuss ways to equalize overtime opportunities among employees.**

ARTICLE 6 - PLANT HOLIDAYS

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

- | | |
|------------------|---|
| 1. New Years Day | 8. Thanksgiving Day |
| 2. Good Friday | 9. Remembrance Day |
| 3. Easter Monday | 10. Christmas Day |
| 4. Canada Day | 11. Boxing Day |
| 5. Victoria Day | 12. New Year's Eve |
| 6. B.C. Day | 13. December 24th |
| 7. Labour Day | 14. Family Day |
| | 15. National Day of Truth and Reconciliation |

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

Plant Holidays shall be capped at fifteen (15) statutory holidays, unless otherwise legislated by law above. If another Statutory Holiday is legislated, then the Union membership shall vote to either remove Easter Monday or New Year's Eve.

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

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

ARTICLE 7 - VACATIONS WITH PAY

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

Employees having seniority of less than one (1) year shall be entitled to vacations as provided by the British Columbia Employment Standards Act.

Years of Continuous Service/Vacation Schedule/Vacation Pay

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

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

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

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

Authorized leave of absence for sickness or accident shall not affect the employee's right in respect to vacation with pay. The following shall be considered as days actually worked for determining additional vacation time as per 7.01, and vacations with pay for an employee.

Absence while on an approved Workers' Compensation claim for up to a period of one (1) year provided that the employee returns to his/her employment.

Absence due to non-occupational accident or illness up to a period of one (1) year provided that the employee returns to his/her employment. It is understood that the employer may require that the employee provide a certificate from a qualified Medical practitioner and pay any costs related to any such certificates.

Time lost because of accident or sickness will be counted as forty (40) hours per week up to a maximum of fifty-two (52) weeks for purposes of calculating a pro rata vacation benefit.

7.03 Vacation Pay

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

Vacations shall be scheduled, insofar as possible, in accordance with the wishes of employees. However, the final right to the allotment of vacation is exclusively reserved to the Company in order to ensure orderly operations and meet production requirements. When the dates of vacation requests conflict, preference shall be given on a first come, first served basis. If requests are made on the same day, seniority shall prevail. Requests for days of vacation must be made no later than Wednesday of the prior week, unless otherwise specifically agreed to by the Company. All vacation requests shall be approved or denied within five (5) working days of the employee(s) date of the request. However, vacations will not be unreasonably denied.

Vacations will be scheduled in five (5) days blocks (or four (4) day blocks on statutory holiday weeks.) Single vacation day requests will only be considered once all employees have had an opportunity to book their vacation blocks. However single day vacation requests will only be considered when ten (10) working days' notice is given unless unforeseen circumstances arise.

7.04 Vacation Pay - On Termination or Death

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

On termination of employment, including by reason of death, the Company will pay all earned but unused and due vacation to the employee on a pro rata basis, as per 7.01.

ARTICLE 8 - SENIORITY

8.01 Seniority Principle

- (a)** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's continuous length of service with the Company. The employee's right to a job shall be based on seniority, skill and ability. Ability to do a job will mean the ability to meet the requirements of a job as set forth in the job posting.
- (b)** All promotions, transfers, filling of vacancies, layoffs, terminations, will be done strictly in accordance with the principles set forth in 8.01 (a), except as provided in 8.01 (c).
- (c)** Promotions or transfers to higher paid jobs or better jobs with equal pay shall be based on an employee's ability, qualifications and seniority. Among employees meeting the requirements of a job as set forth in the job posting, seniority shall be the governing factor.
- (d)** Seniority of each employee covered by this Agreement shall be established after a probationary period of thirty (30) days of actual work. Seniority when established shall count from the date of employment.

8.02 Seniority Will Be Maintained And Accumulated During:

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

8.03 Seniority Standing Will Be Cancelled If An Employee:

- (a)** voluntarily leaves the employ of the Company;
- (b)** fails to return to work after an authorized leave of absence unless there is a bona fide reason.
- (c)** is discharged and not reinstated under the terms of this Agreement;

- (d) is recalled to work and does not report within two (2) weeks of receiving notice by registered mail;
- (e) leaves the bargaining unit for more than thirty (30) days to work in a supervisory capacity;
- (f) An employee with less than two (2) years of service has not been recalled to work for a period of six (6) months;
- (g) An employee with more than two (2) years of service has not been recalled to work for a period of one (1) year.

8.04 Recall Procedure

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

8.05 (a) Seniority List

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

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

(b) Seniority Lists - Additional

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

ARTICLE 9 - SAFETY AND HEALTH

9.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment and also the shared responsibility placed upon the Company, the Union, and each individual employee by the **Mines Act (Health and Safety and Reclamation Code for Mines in British Columbia)** and other applicable legislation. It is agreed that the Company and the employees, Union Stewards and Officers, and all levels of supervision shall co-operate fully to promote safe work practices, healthy conditions, and shall encourage compliance with safety rules and procedures.

9.02 The Occupational Health and Safety Committee shall be composed of management and an equal or greater number of worker representatives, and such committee shall have two (2) or more worker representatives, chosen by the workers, and two (2) co-chairpersons, one of the worker representatives and the other a management representative, and they may alternate chairing the meetings.

The Union and the Company will appoint one person on the Occupational Health & Safety Committee to act as co-chairman for that committee. The Company and the Union will ensure that the representatives appointed to the committees have such qualifications as to enable them to complete inspection tours and report as required by any relevant legislation or Government directives. The inspection shall be conducted in each area by any one of the representatives of each party. The meetings of the Committee, again consisting of any one of the representatives from each side, shall be held at least once per month.

Prior to the meeting, the inspection tour of operations will be conducted. The inspection tour report will be discussed at the monthly meeting. The Committee shall also discuss:

- (1)** Any reportable accidents or reportable incidents as required by the **Mines Act** that occurred in the previous month, the causes and preventative measures;
- (2)** Any safety and health complaints;
- (3)** Any proposed changes in the safety and health procedures or rules;
- (4)** Results of any tests or surveys pertaining to the health and safety of the employees.

9.03 The Company accepts any standards now or hereafter set down by the **Ministry of Labour, Mines Act**, or similar relevant government authority with respect to maximum permissible levels of toxic materials or contaminants in its operations.

9.04 Mine inspections shall be done monthly prior to the Safety Meeting. When the Mines Inspector is carrying out any mine inspection, he will be accompanied by the Union co-chair or his designate of the Occupational Health & Safety Committee, if requested.

9.05 A Union member of the relevant Joint Health & Safety Committee shall be notified immediately and shall conduct, on behalf of the Union, a thorough investigation of any reportable accident or reportable incident as required by the **Mines Act**.

9.06 In the case of a fatality arising from an accident or condition at work, the Local Union shall be notified and two of its representatives shall conduct a full investigation into the fatality. The Union can also request the assistance from the USW District 3 Staff Representative or the USW District 3 Safety Coordinator or his designate to participate in the investigation.

9.07 After receiving permission from the Manager or his designated representative, the Union representative shall be permitted entry to the Company's operations in order to carry out their required inspection.

9.08 Injured Employee - Reporting Procedure

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

9.09 Injured Employee - Transportation

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

9.10 Injured Employee - Daily Earnings

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

9.11 Employees Working Alone

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

9.12 Safety Boot Allowance

For those employees with a minimum of six (6) month's service, the Company will reimburse costs for safety boots up to three hundred dollars (\$300.00) per year, with the submission of a receipt.

Additionally, the mechanic/welder, driller, will be reimbursed for one additional pair of safety boots up to three hundred dollars (\$300.00) per year, with the submission of a receipt. The additional pair of safety boots must be purchased no less than four (4) months and no more than six (6) months after the purchase of the first pair of safety boots in the year.

9.13 Protective Clothing

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

9.14 Safety Lenses

The Company will provide once a year basic prescription safety glasses and frames to those employees that require them. The costs for reimbursement from the Company cannot exceed six hundred and fifty dollars (\$650.00). The Company agrees to replace lenses or frames damaged on the job. This section only applies to employees of Imperial Limestone Company Limited and is over and above glasses provided for under any other benefits.

9.15 General

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

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

9.17 In case an employee has reasonable cause to believe his Supervisor has instructed him to work under a hazardous condition, he shall have the right to refuse to do so. In such cases the instance shall be reported immediately to a member of the Safety Committee who shall investigate the matter and take it up with the Superintendent of the Company. No employee shall be penalized for refusing to work under hazardous conditions. **In all respects, work refusals shall be dealt with in accordance with Section (1/10/1, 1/10/2, 1/10/3) of the Mines Act.**

ARTICLE 10 - GENERAL PROVISIONS

10.01 Bulletin Boards

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

10.02 Notice - Between Company and Union

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

10.03 Bereavement Leave

- (a)** An employee, upon notification of the death of a member of his immediate "family" and upon so notifying local plant management, shall be granted five (5) scheduled working days off with pay, whether or not he attends the funeral.

- (b) "Immediate Family" will mean spouse, children, brother, sister, parents, grandparents, mother-in-law, father-in-law, and grandchildren.
- (c) Additionally, brother-in-law and sister-in-law will be considered "Immediate Family", but at three (3) scheduled working days off with pay.

10.04 Jury Duty or Coroners Inquest

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

10.05 Lay-Off Notice

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

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

10.06 Union Appointees - Identification

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

10.07 Picket Line

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

10.08 Union Access To Plant

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

10.09 Training Programme

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

10.10 **Apprenticeship Plan**

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

10.11 **Sick Days**

Three (3) paid sick days per employee per year of the contract. Days shall have no cash value and cannot be carried over from one year to the next. It is agreed that a sick day can be utilized for attendance at a medical appointment.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

STEP 4 Arbitration.

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

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

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

11.03 Discharge Cases

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

11.04 Warning-Suspension-Discharge

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

11.05 Group Or General Grievances

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

11.06 Time Limits - Failure To Act

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

11.07 Grievance Committeemen and Company Representatives

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

11.08 Company Representative - Steps 2 and 3

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

11.09 Adjustment Of Grievances

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

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

ARTICLE 12 – ARBITRATION

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

ARTICLE 13 - INSURANCE AND MEDICAL PLAN

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

13.02 General Principles

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

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

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

13.03 Insurance Coverage Commences:

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

13.04 (a) Life Insurance

Total amount (Current)

1.5 Base Salary to a maximum of \$150,000.00

(e.g. \$68,640 x 1.5% - \$102,960 Life Insurance Benefit)

Base Salary calculated as hourly rate multiplied by a standard year of 2080 hours (\$33 x 2080 - \$68,640).

(b) Accidental Death and Dismemberment

An amount equal to the employee's Life Insurance.

13.04 (c) Weekly Indemnity

The Company agrees to provide **sixty percent (60%) of an employee's wages to a maximum of \$1000.00 per week benefits, or the Employment Insurance level (whichever is greater), in accordance with the existing plan of non-occupational illness and accident insurance, on a 1-4-52 basis.**

13.05 Vision Care

The Company agrees to supply Vision Care Insurance which will provide for **Five Hundred Dollars (\$500.00) in hardware every two (2) years, plus yearly exams, for employees and their dependents. The Five Hundred Dollars can also be used toward laser eye surgery on a one-time basis for employees and their dependents.**

13.06 Long Term Disability

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

13.07 Prescription Drug Card

The Company agrees to introduce a Prescription Drug Card.

13.08 Lifetime Maximum

The Company agrees to increase the lifetime maximum for benefits to one million dollars (\$1,000,000) for all bargaining unit employee(s) including their spouses and dependants retroactively to May 31, 2009.

13.09 Paramedicals

Annual maximums are \$500.00.

ARTICLE 14 - DENTAL PLAN

14.01 Coverage

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

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

14.02 Premium Division

Employer - 100%

14.03 Participation

A condition of employment.

14.04 Effective Date

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

14.05 Extended Health

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

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

15.01 Leave For Personal Reasons

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

15.02 Leave To Attend Union Gatherings

Conferences may be held between the Company and bargaining or negotiating groups of the Union at such mutually convenient times. During regular working hours employees who are members of such bargaining or negotiating groups will be allowed time from their regular jobs at straight time payment to attend such conferences.

15.03 Leave For Union Business

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

ARTICLE 16 - WAGES

16.01 Wage Schedule

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

16.02 (a) New Or Changed Job Classifications

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

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

16.03 Daily Rate Retention

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

16.04 Statement Of Earnings

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

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

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

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

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

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

16.06 Direct Deposit

The Company agrees to pay each employee through direct deposit if they put in a new computer system that is capable to do so.

ARTICLE 17 - JOB POSTING

17.01 Job Opening

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

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

17.03 Job Applications (Delayed)

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

17.04 Selection Of Successful Applicant

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

17.05 Trial Period

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

17.06 Return To Former Job

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

17.07 Successful Applications Notice

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

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

ARTICLE 18 - TECHNOLOGICAL CHANGE/CLOSURE

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

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

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


ARTICLE 19 - DURATION OF AGREEMENT

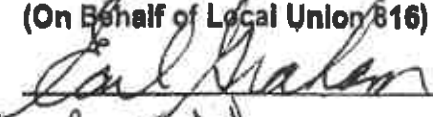
- 19.01** This Agreement will be effective from June 1, 2021 to and including May 31, 2025 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the four (4) month period prior to the termination date.


- 19.02** Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the parties to this Agreement will commence negotiations. During the period of negotiations, this Agreement will continue in full force and effect.

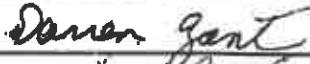
- 19.03** By agreement of the Parties hereto, the provisions of Section 50 (2) & (30) of the Labour Code of British Columbia are specifically excluded.


IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 13 day of JANUARY, 2022

Imperial Limestone Company Limited


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








**IMPERIAL LIMESTONE COMPANY LIMITED
WAGE SCHEDULE**

JOB CLASSIFICATION

	Date of Ratification 2.5%	June 1/22 2.5%	June 1/23 3%	Jun 1/24 3%
General Labourer 33.00	\$33.83	\$34.68	\$35.72	\$36.79
Truck driver 36.27	\$37.18	\$38.11	\$39.25	\$40.43
Maintenance Man 35.60	\$37.60	\$40.77	\$45.36	\$51.23
Mechanic-Welder **** 37.22	\$39.27	\$42.48	\$47.12	\$53.05
Driller & Blaster 36.69	\$37.61	\$38.55	\$39.71	\$40.90
Front end loader (quarry) 36.93	\$37.85	\$38.80	\$39.96	\$41.16
Front end loader (plant) 35.73	\$36.62	\$37.54	\$38.67	\$39.83
Crusher operator No. 2* 35.75	\$36.64	\$37.56	\$38.69	\$39.85
Barge loader 35.73	\$36.62	\$37.54	\$38.67	\$39.83

Retroactivity – Wages shall be retroactive to May 31, 2021 midnight.

Leadman** \$0.50 per hour premium above the employee's own rate, or the highest rate supervised . Will be paid to the current mechanic.

Shift boss*** \$0.25 per hour premium over regular hourly rate

***Crusher operator No.2** Crusher operator capable of repair and maintenance work on the crushing plant

****Leadman -** This classification operative only when designated by the mine manager.

*****Shift Boss -** Shall be a holder of a Shift Boss certificate as defined in Section 21 of the Mines regulation Act. No more than one paid at a time.

******Tool Allowance of \$0.75 per hour to be paid to the mechanic. The Company will further replace broken tools. However, the mechanic must provide a list of their tools and brands.**

Ticket Premium – For Employees in a trade classification

Effective first pay period after ratification	\$1.09
Effective June 1, 2022	\$2.18
Effective June 1, 2023	\$3.27
Effective June 1, 2024	\$4.38

- **Nothing in this Schedule shall be deemed to require the Company to hire persons holding “tickets” and considered bona fide journeypersons into a trade classification.**
- **Present employees holding a position in a trade classification will be grand-parented and considered eligible to receive the Ticket Premium.**
- **Clarity Note – Ticket Premium shall be included in wage rate for purposes of overtime calculations.**

APPENDIX "B"

IMPERIAL LIMESTONE COMPANY LIMITED

B.01 PENSION PLAN

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

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

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