

**THIS AGREEMENT MADE BETWEEN:**

**SIL INDUSTRIAL MINERALS  
(543077 Alberta Ltd.)  
(Hereinafter called the Company)  
OF THE FIRST PART**

**AND**

**THE UNISIL ASSOCIATION  
(Hereinafter called the Association)  
OF THE SECOND PART**

This agreement witnesseth that in consideration of the performance by each Party of the covenants set out and hereinafter contained, the Parties agree as follows:

**ARTICLE 1: SCOPE**

- 1.1 The expression "Employee" or "Employees" means all persons employed by SIL Industrial Minerals Inc. in the classifications of employment set out in Article 9 of this Collective Agreement.

**ARTICLE 2: RECOGNITION OF THE COLLECTIVE BARGAINING AGENT**

- 2.1 The Company recognizes The Unisil Association as the exclusive bargaining agent for the unit of employees as defined by the Alberta Labour Relations Board Certificate Number 52-2016.
- 2.2 The Employer shall not deal with employees, either individually, collectively, or in groups as respects any matter within the purview of this Collective Agreement, but shall deal only with the Association President and two other identified to the Company by the Association in writing.

**ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 The general management of the Company's operation shall be vested with the Company and shall be modified only as expressly written as terms and conditions of this Collective Agreement.
- 3.2 The Association recognizes the right of the Company to the management of its operations and the direction of its working forces. The Association also recognizes the Company's right to hire, promote, transfer, suspend or discharge any employee for cause, subject to



the right of the employee(s) concerned to lodge a grievance in the manner and to the extent herein provided.

- 3.3 The Association further recognizes the right of the Company to operate and manage its business in accordance with its commitment and responsibilities, including methods, processes, delivery of products, and means of production or handling.
- 3.4 The Association further recognizes the right of the Company to determine whether one or more supervisors shall be involved in individual employee rate classification review or performance review on a location by location basis.
- 3.5 There shall be no discrimination, restriction or coercion exercised or practiced by any party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, or physical disability.

#### **ARTICLE 4: UNION SECURITY**

- 4.1 The Company agrees to require of its employees, as a condition of employment, that each employee authorize the Company to deduct once each month from his/her pay an amount equal to the normal monthly Association membership dues. The Company shall collect such monies and hold them for the Treasurer of the Association. Upon direction from the Treasurer of the Association or a person duly authorized by the Association, the Company shall disburse such collected monies. The monies may be provided in cash, or a form similar to cash as directed by the Treasurer of the Association or a person duly authorized by the Association, acting lawfully.
- 4.2 An employee who has been employed with the Company for one full pay period shall be subject to deduction of monthly Association membership dues.
- 4.3 The Company agrees to provide a list of those employees obligated to pay membership dues to the Association. The Association agrees to notify the Company in writing as to whom such monies should be forwarded and the amount of dues to be deducted, on an annual basis.

#### **ARTICLE 5: HOURS OF WORK**

- 5.1 The hours of work for all employees shall consist of nine (9) hours per day and forty-four (44) hours per week, Sunday through Saturday. All hours worked in excess of nine (9) hours per day and forty-four (44) hours per week shall be deemed as overtime. Averaging Agreements will be put in place for all shifts and are attached as Letters of Understanding. These agreements will be posted in the main areas, contractors shack, warehouse, plants areas and trailer.




- 5.2 Overtime hours up to a total shift of fourteen (14) hours shall be paid at a rate of one and one-half times (1.5x) the regular rate of pay. Overtime for any hours in a shift exceeding fourteen (14) hours shall be paid at two times (2x) the regular rate of pay.
- 5.3 If an employee is scheduled to be "on-call", and the employee is not advised at least 12 hours prior to the start of shift that they are not required to be "on-call", then the employee is entitled to payment of two hours pay at the applicable rate of pay if the employee is not called in to work. If the employee is called in to work, the employee shall be paid the higher of the call-out time per Article 5.4 herein, or the actual number of hours worked.
- 5.4 All employees called out to work shall receive a minimum of four (4) hours pay as call-out time regardless of whether or not work commences.
- 5.5 In the event of work being performed at two or more locations, the total amount of straight time shall not exceed forty-four (44) hours per week.
- 5.6 All hours worked outside the established shift hours shall be paid at the applicable overtime rates, and remain at the rate until an eight (8) hour break occurs.
- 5.7 Employees required to work a shift of thirteen (13) hours or more shall receive a meal allowance of twenty dollars (\$20.00).

#### **ARTICLE 6: STATUTORY HOLIDAYS**

- 6.1 The Company agrees to pay four percent (4%) of straight time earnings in lieu of general holidays.
- 6.2 Subject to customer and production demands, the Company shall suspend any operations, where possible, during Christmas Eve (December 24) and Christmas Day (December 25). If any employee is called to work on the night shift of Christmas Eve (December 24) or the day shift of Christmas Day (December 25), he/she shall receive a rate of twice (2.0x) the applicable rate of pay plus the four percent (4%) agreed to in Article 6.1 above.

#### **ARTICLE 7: SENIORITY**

- 7.1 Employees shall serve a probationary period of three (3) consecutive months of service with the Employer.
  - 7.2 Seniority shall commence to accrue upon the completion of two (2) months service with the Company and the Company shall maintain a seniority list and bring it up-to-date on July 1<sup>st</sup> and November 1<sup>st</sup> of each year.
  - 7.3 In the event of a reduction in staff, ability, merit and seniority shall be taken into consideration. Where ability and merit are determined to be approximately equal by the
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Company, the employee with the shortest period of seniority shall be the first laid-off, and similarly in re-hiring, the employee with the greatest seniority shall be preferred.

- 7.4 It is agreed, however, that in the event of any major lay-off of employees brought about by the seasonal nature of the Company's work, or any major hiring of employees brought about by the seasonal nature of the Company's work, the Company and the Association agree that a committee of the Association comprised of two (2) members, shall have the right to review the list of persons indicated for lay-off and the list of persons indicated to be re-hired, with the Company.
- 7.5 Any employee whose service has been terminated under the provisions of this Collective Agreement or who has been laid-off for a period exceeding six (6) months, shall unless otherwise agreed to by the Officials of the Association and the Company, lose his/her seniority. If the Company employs an individual who has lost his/her seniority rights, then he/she shall be deemed to be a new employee for the application of this Collective Agreement.
- 7.6 In the event that an employee seeks leave of absence and the leave of absence exceeds two (2) months, the Employee shall lose his/her seniority unless otherwise agreed to by the Company.
- 7.7 The Company shall provide a lay-off slip to be given to the employee when laid-off stating whether he/she has been fired, permanently laid-off, or laid-off temporarily due to seasonal slowdown. Any official of the Company shall sign the lay-off slip.

**ARTICLE 8: VACATION**

- 8.1 Employees shall be entitled to request annual vacation in accordance with the following schedule. Payment for vacation is determined per Clause 8.2:

<b>Service Level</b>	<b>Permitted Annual Vacation Weeks</b>
0-5 consecutive years inclusive	2 weeks
6-10 consecutive years inclusive	3 weeks
11-20 consecutive years inclusive	4 weeks
21 consecutive years plus	5 weeks

- 8.2 Vacation with pay shall be paid to each employee in accordance with the following schedule:

<b>Service Level</b>	<b>Vacation Pay Level</b>
0-5 consecutive years inclusive	6% of straight time earnings
6-10 consecutive years inclusive	7% of straight time earnings
11-15 consecutive years inclusive	8% of straight time earnings
16-20 consecutive years inclusive	9% of straight time earnings
21 consecutive years plus	10% of straight time earnings

- 8.3 Employees must work a minimum of fifteen hundred (1500) hours per calendar year for that year to qualify as a year of service for the application of Articles 8.1 and 8.2.
- 8.4 Holiday pay and vacation pay shall be paid to each employee either every pay-cheque or annually upon request of the employee. Should the employee request to be paid annually, all monies will be accrued on behalf of the employee, and will be paid when requested by the employee, provided however, that it is paid at least once in the calendar year. The employee shall have the choice of how and when holiday and vacation pay is paid in accordance with this Article.

**ARTICLE 9: CLASSIFICATIONS AND RATES OF PAY**

- 9.1 Rates of pay for classifications not listed in the Article shall be established by negotiation between the Company and the Association.
- 9.2 Rates of Pay and Classification Table - Wages for 2020 will be reviewed in November of 2019.

Position	Jan 1-19 to Dec 31-19	
	w/o Tools	w/ Tools
<i>General Foreperson</i>	\$36.61	\$36.88
<i>Plant Operator I</i>	\$35.65	\$35.91
<i>Plant Operator I Experienced</i>		\$36.45
<i>Plant Operator I Experienced 2</i>	\$36.92	
<i>Plant Operator II</i>	\$34.51	\$34.78
<i>Plant Operator III</i>	\$33.37	\$33.63
<i>Plant Operator IV</i>	\$32.22	\$32.49
<i>Junior Plant Operator I</i>	\$29.03	\$29.29
<i>Junior Plant Operator II</i>	\$27.49	\$27.75
<i>Loader Operator I</i>	\$34.38	\$34.64
<i>Loader Operator II</i>	\$32.70	\$32.96
<i>Loader Operator III</i>	\$31.02	\$31.29
<i>Forklift Operator I</i>	\$33.95	\$34.21
<i>Forklift Operator II</i>	\$32.31	\$32.57

Position	Jan 1-19 to Dec 31-19	
	w/o Tools	w/ Tools
<i>Forklift Operator III</i>	\$30.69	\$30.95
<i>Forklift Operator IV</i>	\$29.36	\$29.63

<i>Forklift Operator V</i>	\$25.00	
<i>Trade Foreman</i>		\$43.05
<i>Welder I</i>		\$42.16
<i>Welder II</i>		\$39.96
<i>Welder Apprentice Third Period</i>		\$35.97
<i>Welder Apprentice Second Period</i>		\$29.97
<i>Welder Apprentice First Period</i>		\$23.98
<i>Electrician I</i>		\$42.16
<i>Electrician II</i>		\$39.96
<i>Electrician Apprentice Fourth Period</i>		\$31.97
<i>Electrician Apprentice Third Period</i>		\$27.98
<i>Electrician Apprentice Second Period</i>	-	\$23.98
<i>Electrician Apprentice First Period</i>	-	\$19.98
<i>Plant Maintenance I</i>	\$33.00	\$33.26
<i>Plant Maintenance II</i>	\$31.02	\$31.29
<i>Plant Maintenance III</i>	\$29.03	\$29.29
<i>Sr. Plant Administrator</i>		\$35.65
<i>Dispatcher I</i>	\$31.29	\$31.55
<i>Dispatcher II</i>	\$29.96	\$30.23
<i>Dispatch Coordinator I</i>	\$21.87	
<i>Dispatch Coordinator II</i>	\$20.87	
<i>Dispatch Coordinator III</i>	\$19.87	
<i>Dispatch Coordinator IV</i>	\$18.87	
<i>Scale Person I</i>	\$29.72	\$29.98
<i>Scale Person II</i>	\$27.74	\$28.00
<i>Scale Person III</i>	\$25.69	\$25.94
<i>Scale Person IV</i>	\$23.64	\$23.89
<i>Quality Control</i>	\$26.80	\$27.06
<i>Experienced Labourer</i>	\$27.74	\$28.00
<i>Labourer I</i>	\$26.47	\$26.73
<i>Labourer II</i>	\$24.83	\$25.09
<i>Labourer III</i>	\$23.17	\$23.43
<i>Labourer IV</i>	\$21.52	\$21.78
<i>Labourer V</i>	\$19.87	\$20.13
<i>Lube Truck Operator I</i>		\$27.81
<i>Lube Truck Helper</i>		\$25.75
<i>Shipper / Receiver I</i>	\$28.61	\$28.87
<i>Shipper / Receiver II</i>	\$26.63	\$26.90

9.3 Classifications for Rates of Pay designed to provide compensation for tools shall apply to employees as determined in advance by the Employer. An employee shall only be required to provide tools if his/her classification includes tools.

9.4 New employees not previously employed by the Employer, whose skill and ability is unproven, may be paid at maximum of one (\$1.00) per hour less than the standard rate for the classification as per Article 9.2, for a period not to exceed thirty (30) calendar days.

This training rate shall not apply to the Labourer V classification. The Labourer V classification shall only apply to the new employees for a maximum of ninety (90) calendar days, after which time the employee shall automatically advance to another Labourer classification and corresponding rate of pay as per Article 9.2.

9.5 A Plant Operator operating either the dryplant or washplant when the washplant is in operation who is responsible for supervising when there is no foreman, superintendent or operations manager on site will be paid a separately noted premium of \$0.75/hour regardless of whether the time is regular time or overtime. Such supervision responsibilities shall include safety, communication for breakdowns, and emergency response.

9.6 A Plant Operator II shall advance to the Plant Operator I classification and corresponding rate of pay once the employee has received appropriate training and operating experience on two of the three plants within the Operation to such an extent that the Employee is capable of meeting the Company's expectations for productivity and maintenance, which shall be clearly outlined at the plant and are further outlined in Section 14.9. Employees classified as Plant Operator I on August 1, 2002, shall be red-circled at that classification and corresponding rate of pay indefinitely, unless they fail to meet the Company's production targets and maintenance standards. The Company may, at its discretion, promote an Employee to Plant Operation I if the Employee possesses exemplary merit, leadership, skill, attitude, and performance, and if the Employee exhibits high levels of performance by meeting the Company's production targets and on the maintenance standards for of the Plant in which they primarily operate.

9.7 Employees classified as Loader Operator II and Forklift Operator II shall automatically advance to the Loader Operator I and Forklift Operator I classifications respectively after two (2) calendar years of service at the lower classification. Employees may be promoted prior to the two (2) year probation at the discretion of the Company.

9.8 Employee classifications are not specific to any plant or any piece of equipment. All employees are responsible for operation and maintenance of any plant or equipment as requested by their supervisor and each employee will be required to perform such assigned work. Failure to complete assigned work is grounds for disciplinary actions.

9.9 Employees required to work night shift shall be entitled to a shift differential of \$1.30/hour.

## **ARTICLE 10: LEAVE OF ABSENCE WITHOUT PAY – ASSOCIATION OFFICIAL**

- 10.1 The Company will grant to any employee who is an Association Official leave of absence without pay for the purpose of attending Association Conventions or on Association business, for such period of time as may be reasonable in the circumstances. Such leave shall only be approved if the employee provides a minimum of two (2) calendar days' notice in writing of the request and provided it will not interfere with the efficient operation of the Company's business in the Department in which the employee works. The request for leave of absence without pay shall be in duplicate, with one copy marked for the attention of the General Manager, and the other marked for the attention of the Operations Manager or Plant Superintendent.

## **ARTICLE 11: PAY CHEQUES**

- 11.1 Employees shall be paid on a bi-weekly basis. The Company shall show all overtime and deductions on cheque stubs and all pay shall be direct deposited to the employees' bank account.
- 11.2 Employees shall receive a written statement at their worksite confirming their deposit no later than the end of the day on which the payment is made to their account.
- 11.3 Employees who have been overpaid due to any reason hereby agree to permit the Company to recover the funds. The repayment shall be as follows: in the case of overpayment under two hundred and ninety nine dollars (\$299.00), the overpayment amount will be deducted off of the employees next paycheque; and if the overpayment amount is above three hundred dollars (\$300.00), the Company will create a payment plan with the assistance of the employee to recover the funds.

## **ARTICLE 12: LUNCH AND COFFEE BREAKS**

- 12.1 All Employees on varied day/night shift schedules shall be entitled to one (1) paid lunch break per scheduled shift, however, shall not be entitled to any coffee breaks. Lunch breaks shall not exceed more than one-half hour in length.
- 12.2 All Day Shift Employees who receive prior approval from Sil Management, and whom opt to take an unpaid lunch shall be entitled to two (2), fifteen (15) minute coffee breaks with one in the forenoon and one in the afternoon. Lunch breaks are paid to those that cannot leave the work site due to work demands are not relieved for breaks, based on approval by designated supervisor.

## **ARTICLE 13: TRAVEL EXPENSES**





- 13.1 Employees traveling on Company business will be supplied with a Company vehicle or reimbursed for personal expenses in accordance with Company policy.
- 13.2 When the Company requires an employee to use his/her own vehicle for Company business, the Company shall reimburse the employee at the rate of fifty five cents (\$0.55) per kilometer.
- 13.3 When an employee uses his/her own vehicle and is paid an allowance as described in Article 13.2, the employee will indemnify and save harmless the Company from all claims, actions, damages and losses arising out of the operation of the employee's vehicle.
- 13.4 Travel time, room and board, and vehicle expenses incurred during a pay period shall be paid to employees on the next regular payday.
- 13.5 When employees are required to work on projects that are located in excess of eighty (80) kilometers from the Edmonton City Limits, the Company shall pay the employee a project allowance in addition to their actual expenses. The amount of the project allowance shall be negotiated in advance between the Company and the Association.

#### **ARTICLE 14: GENERAL**

- 14.1 The Company shall not require employees to drive any vehicle or operate any machinery not equipped with the safety appliances or equipment required by law, or any vehicle or machinery not in a safe operating condition. This clause shall not affect the immunities of the Company under the Worker's Compensation Act.
- 14.2 The Company requires a pre-employment physical examination which includes drug and alcohol screening and chest x-ray as a minimum, and may additionally include a mental examination, at its own expense. All Employees must comply with the Sureway Group's substance abuse policies and programs.
- 14.3 The Company may require, from time to time, a physical or mental examination at its own expense, of any employee and such employee shall submit to the examination. The Company may determine a schedule of follow-up chest x-rays as they deem appropriate, at its own expense. The Company shall pay each employee two (2) hours of pay during the time that the employee completes the periodic employment examination.
- 14.4 No employee shall be responsible for loss or damage to a vehicle operated by him/her or merchandise under his/her charge unless such damage is a result of his/her negligence or intoxication.
- 14.5 Until such time as the Company relocates the employee parking onto adjacent lands west of RR 204, the Company agrees that it shall, within thirty (30) calendar days of January 1 and July 1 of each calendar year, provide to employees who are actively working at the Bruderheim Plant and who have worked a minimum of 900 hours in the preceding six (6)

months, vouchers worth \$100.00 to a car wash/detailing provider of the Company's choice within the Greater Edmonton area. If the relocation of the employee parking does not significantly improve the dust levels to dust levels which would be normal at an industrial site, the Company shall continue to provide the employees with vouchers for car wash/detailing as outlined herein.

- 14.6 The Company agrees that in the event that Company equipment is required at a job site outside the City of Edmonton, or the surrounding district, it will make every effort to have Company employees operate the equipment. It is understood that in no event shall the Company hire persons to operate such equipment at a rate lower than the amount being paid under the terms of this Collective Agreement.
- 14.7 The Company must inform all Superintendents and Foremen to abide by the terms and conditions of this Collective Agreement.
- 14.8 Employees of the Association agree that they can be transferred between Edmonton Sil and Bruderheim Sil as the business operation requires. The Company agrees to provide an employee with thirty (30) calendar days' notice prior to any such a move or transfer, and that it shall consider all reasonable factors (such as proximity to employee's home, skill requirements and competencies) when selecting with employee(s) it shall transfer.
- 14.9 The Company shall establish reasonable production target ranges for each plant, and shall ensure that the targets are achievable by running production trials in the same conditions and with same equipment configurations and feed materials. All Employees in the Association are expected to ensure production targets are met, and are expected to contribute to the team, managing appropriate behaviors when working with coworkers, management, contractors, customers and freight providers. Therefore, the Company, will use employment positions to classify rates of pay, but employment titles will not be used to restrict necessary teamwork contributions on site.
- 14.10 The Company will designate supervisors (white hats) who will be eligible for the following:
- Additional increase of \$1.00 per hour for supervisors who have a minimum of 5 direct reports but not more than 8.
  - Additional increase of \$2.00 per hour for supervisors who have 9 or more direct reports.

There will also be an opportunity for a \$2.00 per ST or OT hour additional leadership incentive compensation that can be earned on a quarterly basis. This incentive is based on achieving the following:

- Meeting Key Performance Indicators (KPI) that will be established at the beginning of each quarter.



- Successful results from surveys completed with their direct reports, which HR will conduct ensuring that the supervisor is building the team's skills and careers as quickly as possible. Topics will include but are not limited to:
  - Coaching abilities
  - Staff empowerment
  - Technical abilities
  - Ability to motivate and inspire the team to perform at their best
  - Managing underperformance

#### **ARTICLE 15: ASSOCIATION STEWARD**

- 15.1 Subject to a restriction that the Association Steward shall be limited to personnel who are permanently scheduled on day-shift week-day work schedules, the Company agrees to recognize such Association Steward, duly appointed by and acting as agent of the Association, who may receive complaints and process grievances through the grievance procedure provided herein this Agreement. The Association shall notify the Company in writing as to the appointed Association Steward.
- 15.2 The Company will provide up to two (2) days of paid training per year to allow the Association Steward to attend specific Steward training. The dates for the training must be pre-approved by Management with as much notice as possible.
- 15.3 The Association Steward shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Company or any other employee.
- 15.4 The Company shall be required to meet with only one Association Steward and/or another Association Representative on any grievance.
- 15.5 The Association Steward shall be permitted to use a reasonable amount of work time with pay, as approved in advance by the Company (which approval will not be unreasonably denied), for the purpose of handling and processing grievances, provided that such time shall not exceed one (1) hour per week, and provided that it shall not interfere with production or services necessary for the Company's customers or with the operating needs of the Company.
- 15.6 The Association Steward shall be responsible to:
- a) Meet new employees and assist them with site protocols and practices;
  - b) Distribute important Company information;
  - c) Ensure employees are updated on The Unisil Association matters in a timely matter;
  - d) Sit in on disciplinary meetings to make sure coworkers are treated fairly;
  - e) Maintain The Unisil Association bulletin boards;
  - f) Ensure employees are not violating the terms of this Agreement;

- g) Address issues with the Company, and file grievances when necessary if the collective agreement isn't being followed; and
- h) Assist to resolve safety concerns.

#### **ARTICLE 16: GRIEVANCES**

- 16.1 For the purpose of this Agreement the term "grievance" shall mean any dispute between the Company and the Association, or between the Company and any employee within the jurisdiction of the Union, concerning the interpretation, application, claim of breach or violation of this Agreement.
- 16.2 Any employee who has a dispute shall first discuss the matter with his immediate Supervisor. The employee may have an Association member or Human Resources present at such discussion.
- 16.3 The Association must file grievances on behalf of an employee to the Employer within fourteen (14) calendar days of the event which the employee is grieving. Failure to file the grievance within this time period shall void the employee and association's rights to file grievances.
- 16.4 The grievance will be heard and responded to in writing by the manager and/or a Company representative within ten (10) calendar days of the formal submission.
- 16.5 If the matter is not satisfactorily resolved by this procedure it may be submitted to mediation and/or arbitration according to Article 17.

#### **ARTICLE 17: ARBITRATION**

- 17.1 All differences between the Company and the Association or between the Company and any employee(s) concerning the interpretation, application, operation or any alleged violation of this Collective Agreement, shall be settled without stoppage of work by referring such dispute to a Committee of the Association and a Representative of the Employer. The Committee and the Company's Representative shall, within fourteen (14) calendar days of having the dispute referred to them, attempt to reach an agreement to resolve the dispute.
- 17.2 Upon failure of the parties to reach agreement within the fourteen (14) calendar day period, the dispute shall be referred to mediation as hereinafter provided.
- 17.3 If a dispute is not resolved with the help of an appointed mediator, then the Company and the Association shall appoint a Single Arbitrator to hear the dispute and render a decision. In the event that the Parties fail to agree on a neutral Arbitrator within ten (10) calendar days of the matter being referred to arbitration, either Party may request the Minister of Labour of the Province of Alberta to appoint a neutral arbitrator.

- 17.4 Once a Single Arbitrator has been appointed, the Parties shall meet and present their case to the Arbitrator, and the Arbitrator shall render his/her decision within ten (10) calendar days of his/her appointment. The Arbitrator's decision shall be final and binding upon both parties. The costs of the Arbitrator shall be split between the Association and the Company.
- 17.5 The time limits provided in this Article may only be extended upon mutual agreement between the Parties.

#### **ARTICLE 18: DISCIPLINE**

- 18.1 No employee will be subject to disciplinary action without just and sufficient cause.
- 18.2 All disciplinary action will be documented in writing and will include the reason(s) for the discipline. Reason(s) for disciplinary action will include but are not limited to: theft, poor performance, attendance issues, failure to adhere to Company policies, divisive behavior, insubordination, derogatory comments towards the company, coworkers, contractors, supervisors and/or general lack of respect in the workplace. The written notice of discipline will be given to the employee at the time the discipline is imposed.
- 18.3 Employees can make a request to management to have their personnel record(s) of disciplinary action be cancelled and removed from their file after twenty - four (24) months of good behavior. Depending on the severity of their record(s), management will approve or deny the request within ten (10) calendar days. In the case of additional disciplinary action the record will be extended for another twenty - four (24) months from the date of the last related occurrence.

#### **ARTICLE 19: APPLICATION OF COLLECTIVE AGREEMENT**

- 19.1 It is mutually agreed that in the event that Company obtains a contract with any Provincial, Federal or other body requiring payment of a wage or benefits schedule that is in excess of the hourly rates agreed upon in this Collective Agreement, then such wages shall apply for the duration of such contract.

#### **ARTICLE 20: TOOLS**

- 20.1 The Company shall provide a list of tools required, such list is specific to each classification. When an employee is required to provide a full set of tools as a condition of his/her employment, he/she will submit a written list of his/her tools within seven (7) calendar days of the date of employment to his/her Supervisor which must include the specified list as a minimum, which the Supervisor must sign that the tool on the list have been verified and are required for the designated classification. If the employee loses tools

that are identifiable as his/hers, he/she will submit a written list to the Supervisor, for approval, and the Company will replace the tools that have been lost.

- 20.2 The Company shall replace a comparable brand of tools as the employee lost.
- 20.3 The Supervisor is to provide the Company with a list of employees that have met the requirements of 20.1 to ensure the Company is satisfied with the procedure to change the pay rates.

#### **ARTICLE 21: SAFETY BOOTS & WORK CLOTHING**

- 21.1 Provided an employee has been continuously employed by the Company for a period exceeding six (6) months, the Company will reimburse employee(s) for the purchase of approved safety boots, safety gloves and/or outdoor plant work apparel to a maximum of three hundred fifty dollars (\$350.00) per annum. Outdoor plant work apparel consists of lined pants, jackets, coveralls (all weather) that are not provided by the Company.
- 21.2 Upon request by an Employee, the Company shall provide the Employee with discount coupons to workwear providers with whom the Company has negotiated Employee discounts.

#### **ARTICLE 22: EMPLOYEE BENEFITS**

- 22.1 All employees shall participate in the Company's Employee Benefits Plan upon the completion of three (3) months of service.
- 22.2 Participation in the plan shall cease as a result of termination of employment or temporary or permanent lay-off.
- 22.3 Employees who have been temporarily laid-off may elect to retain benefits coverage for the duration of the temporary lay-off provided the employee assumes all the costs and remits payment in accordance with Company policy. Failure to remit payment in accordance with Company policy will result in the immediate termination of benefits coverage. Notwithstanding, long-term and short-term disability benefits will be terminated during the layoff period.
- 22.4 The present benefits plan provides coverage in accordance with the Group Policy Handbook as administered by the insurance providers. Provided the employees take the entire package of Benefits, including health and dental, the premiums of the Employee Benefits Plan shall be split between employees and the Company in accordance with the Group Policy Handbook attached. It should be noted that the costs may fluctuate annually depending on the annual review by the insurance providers.



22.5 An Employee may opt out of health and dental coverage provided they can prove that they have coverage under a separate plan, however, the Employer shall not provide any payment for any premiums.

**ARTICLE 23: PENSION PLAN**

23.1 All employees are eligible to participate in the Company's pension plan upon the completion of three (3) months of service. Participation in the Pension Plan is compulsory.

23.2 The Company agrees to make contributions to the Pension Plan for each hour worked by an employee. The contributions made by the Company shall correspond to the contributions made by the Employee up to and including the following amounts as would be applicable:

	<b>Company Contribution to Pension Plan Per Hour Worked</b>				
	<b>Employee's Consecutive Years of Service</b>				
<b>Effective Date</b>	<b>0 – 2 years</b>	<b>3-5 years</b>	<b>6 – 10 years</b>	<b>11 – 15 years</b>	<b>Over 15 years</b>
January 1, 2019	\$1.00	\$1.10	\$1.30	\$1.40	\$1.60

23.3 Employees may elect to contribute additional amounts to the Pension Plan and change the contribution rate once per calendar year pursuant to Company policy.

23.4 The Company contributions are vested in the employee's name immediately after their initial contribution.

**ARTICLE 24: REPRESENTATION & TIME ALLOWANCE**

24.1 Each Member of the Association's Committee agrees to notify the Company in writing of the names of each representative, as soon as reasonably possible, to inform the Company in the same manner of any changes.

24.2 Where the Association Steward is unavailable to represent an employee or respond to an inquiry, another Member of the Association Committee will be designated to deal with the matter promptly.

24.3 The Association agrees to respond to all employee related inquiries within 10 (ten) calendar days. In the event that the Association fails to adhere to the above deadline without proper notification, the Company may request that the Association appoint new representation.

**ARTICLE 25: DURATION OF COLLECTIVE AGREEMENT**

- 25.1 This Collective Agreement shall become effective on the 1<sup>st</sup> day of January 2019 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2020, and from year to year thereafter as hereinafter provided.
- 25.2 Either party to this Collective Agreement may, not less than thirty (30) calendar days and not more than one hundred and twenty (120) calendar days immediately prior to the expiry date of the Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail or personal delivery provided that record of such personal delivery is signed by the receiving party.
- 25.3 Upon request to commence bargaining, each party will provide, in writing, complete contact information for two bargaining representatives (primary & secondary) within 10 days of receipt of notice to commence bargaining.
- 25.4 If notice to negotiate has been given by either party, this Collective Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date, until the procedures in the Labour Relations Act have been exhausted.
- 25.5 The Parties to this Collective Agreement shall bargain in good faith and make every effort to complete the procedures in the Act and conclude an agreement prior to the expiry date.

In witness whereof, SIL Industrial Minerals and The Unisil Association have hereunto affixed their corporate seals by the hand of their proper officers.

**For the Company:**

**For the Association:**

[Redacted signature area]

Date: March 8, 2019

[Redacted signature area]

Date: March 8, 2019



**LETTER OF UNDERSTANDING #1**

**Between**

**SIL INDUSTRIAL MINERALS  
(543077 Alberta Ltd.)**

**And**

**THE UNISIL ASSOCIATION**

**RE: Accident Prevention and Safety Responsibility**

---

Given the importance that the Company places on employee safety and accident prevention:

And

Whereas it is the intention of the Company, in cooperation with its employees and their authorized representatives, to ensure that a safe workplace exists for all employees and that all reasonable steps are taken to prevent accidents, the Parties agree to the following responsibility provisions:

**Company Responsibilities:**

- The Company shall supply and maintain safe equipment, ensure that workplaces are free of safety hazards, and comply with all applicable safety legislation and regulations.
- The Company shall ensure that all employees are properly equipped and trained to perform their assigned duties in a safe and hazard free manner. The Company shall pay for all safety training as required by legislation.
- The Company shall implement an electronic tracking system for logging and documenting resolution on all safety concerns, and the Employees shall use the electronic system to list deficient items. If the Employee does not believe that the items are being addressed appropriately, the Employee must use the following communication system to escalate the concerns and resolutions:
  1. Communicate the item with the site Safety Representative, who at time of signing this Agreement is [REDACTED];
  2. Communicate the item with Plant Manager, who at time of signing this Agreement is [REDACTED]; and
  3. Communicate the item with the Corporate Safety Department, who at the time of signing this Agreement is represented by [REDACTED].

If after following the above communication plan, the deficient item is not sufficiently addressed, the Employee may contact Occupational Health and Safety at 1-866-415-8690 or whs@gov.ab.ca.

- The Company shall establish and promote a Safety and Accident Prevention Policy that clearly outlines the expectations of all stakeholders.
- The Company shall establish and support a Joint Safety Committee whose prime objective shall be the safety of employees and the prevention of accidents at the workplace.
- The Company shall not require or force an employee to work in violation of applicable safety legislation or regulations.
- The Company understands that any actions on its part that violates applicable safety legislation and regulations will result in penalties under the law.

Employee Responsibilities:

- Employees shall observe all safety legislation, regulations and Company policies in the performance of their assigned duties at all times.
- Employees shall comply with Sureway Group's substance abuse policies and programs.
- Employees shall report any unsafe or hazardous conditions to the Company as soon as they become aware of the situation.
- Employees shall participate in all Company sponsored safety training initiatives and advise the Company of any concerns he/she may have about a lack of knowledge or expertise in the performance of assigned duties that could result in an unsafe workplace.
- Employees understand that they shall not be disciplined for an accident. However, if it is proven that an employee acted in a careless or negligent manner, or violated applicable safety legislation, regulations, Company policies or practices then such action shall be considered as just cause for disciplinary action up to and including dismissal.
- Employees are not permitted to take any photographs onsite without prior approval of management of the Company.
- Employees are not permitted to use cellular phones while on shift without prior approval, unless such use is for emergencies that the employer would deem appropriate.
- Employees agree to comply with the Sureway Group Claims Management Program and Modified Work Program. The Company shall, where possible and respecting work restrictions, place the Employee in their own position, own facility and own shift based upon each individual circumstances. Employees agree to report all injuries to their supervisor and to Human Resources department of the Sureway Group prior to leaving site.

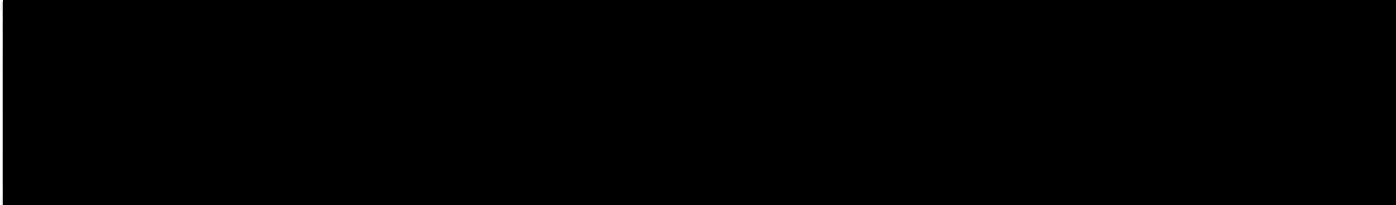
Human Resources shall arrange to either escort or meet injured employees at the medical treatment facilities in order to facilitate Modified Work Programs which employees hereby agree to perform under the direction of the physician(s).

Association Responsibilities

- The Association shall promote and observe all safety legislation, regulations and Company policies.
- The Association shall ensure that employee representatives participate in the Joint Safety Committee initiatives of the Company.
- The Association shall support and promote safety training initiatives developed and implemented by the Company and ensure, to the best of its ability, that knowledge of industry best practices is shared with the Company and its employees.

**For the Company:**

**For the Association**



Date: March 8, 2019

Date: March 8, 2019

LETTER OF UNDERSTANDING #2 – December 5, 2016

Between

**SIL INDUSTRIAL MINERALS  
(543077 Alberta Ltd.)**

And

**THE UNISIL ASSOCIATION**

Due to the grievance filed against The Unisil Association on November 24, 2016 by Sil Industrial Minerals, The Unisil Board was made aware of some major issues within our group and board. We were made aware of a lack of communication both with the employees and within the board members as well as a lack of education in collective bargaining. We were also made aware of the lack of transparency that we as the board wish to have with the employees, the employer and within our board members.

On November 30, 2016 at a meeting held at the Bruderheim plant [REDACTED] from Sil Industrial Minerals agreed to retract the grievance filed if the board could propose a sufficient proposal in a timely manner to fix the issues that the board was made aware of.

Below is how we the board, propose to rectify the negligence that has become apparent to us:

- Employees have brought to our attention their lack of knowledge of anything that has been discussed or proposed in our negotiations as well as any functions or meetings being held.
- We propose that all correspondence be given to each employee individually by sealed envelope addressed to them.
- We are also in the process of collecting from willing employees their personal emails so that communication can reach them in a timely manner due to the differing shifts on site.
- The board now knows the importance of understanding the processes of collective bargaining and will be looking into ways to better understand and train ourselves on the rules and regulations.
- We will be looking into board members taking a collective bargaining course.
- The board recognizes that we need to be better prepared for meetings and negotiations, so that things can proceed in a more timely and effective manner.
- The board now understands and agrees that at minimum two members from the board must be present for any and all communications, including phone calls relating to association matters and that minutes must be recorded for those communications and must include date, time, and persons present and must be submitted immediately to the secretary for filing.
- Concerns or issues brought to a board member by employees must be presented to the entire board so that it can be discussed and the best procedure moving forward can be decided.



- This also includes confidential issues or concerns as the employees name does not need to be revealed and the approached board member can go back to the employee in confidence.
- This allows the board to use all of their collective knowledge and understanding to best deal with any and all matters.
- As set out in our constitution, there will be a scheduled annual meeting for all association members.
- Members will be given at minimum two weeks written notice either by hand delivered envelope or email.
- Going forward the board themselves will be holding quarterly meetings to discuss any issues, concerns or new developments, then the board will report back to the members with details of the meeting discussions.
- This will either be communicated by hand delivered envelope or email, if the members wish to discuss further the board will schedule a meeting for all members.
- All members will be given two weeks written notice of a meeting either by hand delivered envelope or email.
- Members will be given The Unisil email so that they may be able to contact a board member at any time when shifts might not make it possible.
- The Unisil email will be checked daily to try to ensure that no communications are missed.

We The Unisil Board hope that you accept this proposal as sufficient steps we will be taking to ensure that the lack of understanding and trust we have been made aware of will be rectified in the immediate future.

Sincerely,

The Unisil Association

President Willy Maess



Vice President Bernie Neveu



Vice President Shane Callihoo



Treasurer Kristy Powell



Secretary Daune Devolder



Letter of Understanding # 3

Between

**Sil Industrial Minerals (the Employer)**

And

**Unisil Association (the Association)**

**HOURS OF WORK AVERAGING AGREEMENT FOR [DAY SHIFT WORKERS]**

Notwithstanding the other provisions of the Collective Agreement between the Employer and the Association to which this Letter of Understanding is attached (the "Collective Agreement"), it is agreed that the hours of work averaging agreement described in this Letter of Understanding shall apply to all Day Shift Workers (the "Employees").

1. This averaging agreement shall commence on the date upon which the Collective Agreement commences and will last until a new collective agreement is entered into unless otherwise terminated in accordance with this agreement or the applicable terms of the *Employment Standards Code*, RSA 2000, c. E-9.
2. The Association and the Employer agree that the hours of work of each of the Employees will be averaged to a one (1) week averaging period with an average of 44 hours per week as averaged across the schedule for the purpose of determining each of the Employees' entitlement to overtime pay, or time off with pay in lieu of overtime pay.
3. The Association and the Employer agree to a one (1) week repeating schedule (the "**Averaging Period**") for the Employees as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Totals
Week 1	0 Hrs	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs	0 Hrs	44.0 Hrs

4. The Employer may from time to time make temporary changes to the Schedule for an Employee if:
  - a. the Employee requests or agrees to the change;
  - b. the Employer gives at least 2 weeks' notice to the Employee of the change; or,

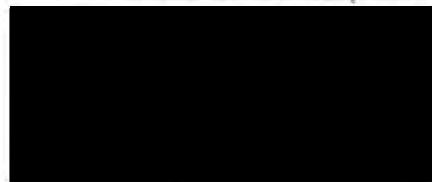
- c. an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances apply.
- 5. Each of the Employees will be paid at his/her regular hourly rate of pay in accordance with the Collective Agreement for all scheduled hours.
- 6. If overtime is worked in addition to the scheduled hours in the Averaging Period, the employee shall receive overtime pay on his or her next pay. Overtime shall be paid at a rate stipulated in the Collective Agreement and shall be no less than 1.5 times regular pay for every overtime hour worked. If the Employer posts a schedule reflecting hours exceeding the Schedule, the Employee shall be deemed to agree with the posted schedule unless the Employee advises the Employer otherwise in writing.
- 7. A copy of this agreement shall be provided to each of the Employees to whom the Agreement applies. In addition, a copy shall of this Agreement shall be posted in the main areas, contractor shack, warehouse, plants areas and trailer so that this Agreement can be viewed by all Employees to whom the Agreement applies.
- 8. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted shall prevail.

**For Sil Industrial Minerals**

**For Unisil Association**

Date: March 8, 2019

Date: March 8, 2019



Letter of Understanding # 4

Between

**Sil Industrial Minerals (the Employer)**

And

**Unisil Association (the Association)**

**HOURS OF WORK AVERAGING AGREEMENT FOR [ 7x7 SHIFT WORKERS  
STARTING WEDNESDAY ROTATIONS]**

Notwithstanding the other provisions of the Collective Agreement between the Employer and the Association to which this Letter of Understanding is attached (the "Collective Agreement"), it is agreed that the hours of work averaging agreement described in this Letter of Understanding shall apply to all 7x7 Shift Workers Starting Wednesday Rotations (the "Employees").

1. This averaging agreement shall commence on the date upon which the Collective Agreement commences and will last until a new collective agreement is entered into unless otherwise terminated in accordance with this agreement or the applicable terms of the *Employment Standards Code*, RSA 2000, c. E-9.
2. The Association and the Employer agree that the hours of work of each of the Employees will be averaged to a two (2) week averaging period with an average of up to 44 hours per week as averaged across the schedule for the purpose of determining each of the Employees' entitlement to overtime pay, or time off with pay in lieu of overtime pay.
3. The Association and the Employer agree to a one (2) week repeating schedule (the "**Averaging Period**") for the Employees as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Totals
Week 1	0 Hrs	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	36 Hrs
Week 2	9 Hrs	9 hrs	9 Hrs	0 hrs	0 hrs	0 hrs	0 hrs	27 Hrs

4. The Employer may from time to time make temporary changes to the Schedule for an Employee if:
  - a. the Employee requests or agrees to the change;



- b. the Employer gives at least 2 weeks' notice to the Employee of the change; or,
  - c. an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances apply.
5. Each of the Employees will be paid at his/her regular hourly rate of pay in accordance with the Collective Agreement for all scheduled hours.
  6. If overtime is worked in addition to the scheduled hours in the Averaging Period, the employee shall receive overtime pay on his or her next pay. Overtime shall be paid at a rate stipulated in the Collective Agreement and shall be no less than 1.5 times regular pay for every overtime hour worked. If the Employer posts a schedule reflecting hours exceeding the Schedule, the Employee shall be deemed to agree with the posted schedule unless the Employee advises the Employer otherwise in writing.
  7. A copy of this agreement shall be provided to each of the Employees to whom the Agreement applies. In addition, a copy shall of this Agreement shall be posted in the main areas, contractors shack, warehouse, plants areas and trailer so that this Agreement can be viewed by all Employees to whom the Agreement applies.
  8. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted shall prevail.

**For Sil Industrial Minerals**

**For Unisil Association**

Date: March 8, 2019

Date: March 8, 2019

Letter of Understanding # 5

Between

**Sil Industrial Minerals (the Employer)**

And

**Unisil Association (the Association)**

**HOURS OF WORK AVERAGING AGREEMENT FOR [ 7x7 SHIFT WORKERS  
STARTING THURSDAY ROTATIONS]**

Notwithstanding the other provisions of the Collective Agreement between the Employer and the Association to which this Letter of Understanding is attached (the "Collective Agreement"), it is agreed that the hours of work averaging agreement described in this Letter of Understanding shall apply to all 7x7 Shift Workers Starting Thursday Rotations (the "Employees").

1. This averaging agreement shall commence on the date upon which the Collective Agreement commences and will last until a new collective agreement is entered into unless otherwise terminated in accordance with this agreement or the applicable terms of the *Employment Standards Code*, RSA 2000, c. E-9.
2. The Association and the Employer agree that the hours of work of each of the Employees will be averaged to a two (2) week averaging period with an average of up to 44 hours per week as averaged across the schedule for the purpose of determining each of the Employees' entitlement to overtime pay, or time off with pay in lieu of overtime pay.
3. The Association and the Employer agree to a two (2) week repeating schedule (the "Averaging Period") for the Employees as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Totals
Week 1	0 Hrs	0 Hrs	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	27 Hrs
Week 2	9 Hrs	9 hrs	9 Hrs	9 Hrs	0 hrs	0 hrs	0 hrs	36 Hrs

4. The Employer may from time to time make temporary changes to the Schedule for an Employee if:
  - a. the Employee requests or agrees to the change;

- b. the Employer gives at least 2 weeks' notice to the Employee of the change; or,
  - c. an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances apply.
5. Each of the Employees will be paid at his/her regular hourly rate of pay in accordance with the Collective Agreement for all scheduled hours.
  6. If overtime is worked in addition to the scheduled hours in the Averaging Period, the employee shall receive overtime pay on his or her next pay. Overtime shall be paid at a rate stipulated in the Collective Agreement and shall be no less than 1.5 times regular pay for every overtime hour worked. If the Employer posts a schedule reflecting hours exceeding the Schedule, the Employee shall be deemed to agree with the posted schedule unless the Employee advises the Employer otherwise in writing.
  7. A copy of this agreement shall be provided to each of the Employees to whom the Agreement applies. In addition, a copy shall of this Agreement shall be posted in the main areas, contractors shack, warehouse, plants areas and trailer so that this Agreement can be viewed by all Employees to whom the Agreement applies.
  8. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted shall prevail.

**For Sil Industrial Minerals**

**For Unisil Association**

Date: March 8, 2019

Date: March 8, 2019

Letter of Understanding # 6

Between

**Sil Industrial Minerals (the Employer)**

And

**Unisil Association (the Association)**

**HOURS OF WORK AVERAGING AGREEMENT FOR [4x4 SHIFT WORKERS]**

Notwithstanding the other provisions of the Collective Agreement between the Employer and the Association to which this Letter of Understanding is attached (the "Collective Agreement"), it is agreed that the hours of work averaging agreement described in this Letter of Understanding shall apply to all 4x4 Shift Workers (the "Employees").

1. This averaging agreement shall commence on the date upon which the Collective Agreement commences and will last until a new collective agreement is entered into unless otherwise terminated in accordance with this agreement or the applicable terms of the *Employment Standards Code*, RSA 2000, c. E-9.
2. The Association and the Employer agree that the hours of work of each of the Employees will be averaged to a eight (8) week averaging period with an average of up to 44 hours per week as averaged across the schedule for the purpose of determining each of the Employees' entitlement to overtime pay, or time off with pay in lieu of overtime pay.
3. The Association and the Employer agree to an eight (8) week repeating schedule (the "**Averaging Period**") for the Employees as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Totals
Week 1	0 Hrs	0 Hrs	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	27 Hrs
Week 2	9 Hrs	0 Hrs	0 Hrs	0 Hrs	0 hrs	9 hrs	9 Hrs	27 Hrs
Week 3	9 Hrs	9 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	9 Hrs	27 Hrs
Week 4	9 Hrs	9 Hrs	9 Hrs	0 Hrs	0 hrs	0 Hrs	0 Hrs	27 Hrs
Week 5	9 Hrs	9 Hrs	9 Hrs	9 Hrs	0 Hrs	0 Hrs	0 Hrs	36 Hrs



Week 6	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	0 Hrs	0 Hrs	36 Hrs
Week 7	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	0 Hrs	36 Hrs
Week 8	0 Hrs	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	36 Hrs

4. The Employer may from time to time make temporary changes to the Schedule for an Employee if:
  - a. the Employee requests or agrees to the change;
  - b. the Employer gives at least 2 weeks' notice to the Employee of the change; or,
  - c. an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances apply.
  
5. Each of the Employees will be paid at his/her regular hourly rate of pay in accordance with the Collective Agreement for all scheduled hours.
  
6. If overtime is worked in addition to the scheduled hours in the Averaging Period, the employee shall receive overtime pay on his or her next pay. Overtime shall be paid at a rate stipulated in the Collective Agreement and shall be no less than 1.5 times regular pay for every overtime hour worked. If the Employer posts a schedule reflecting hours exceeding the Schedule, the Employee shall be deemed to agree with the posted schedule unless the Employee advises the Employer otherwise in writing.
  
7. A copy of this agreement shall be provided to each of the Employees to whom the Agreement applies. In addition, a copy shall of this Agreement shall be posted in the main areas, contractors shack, warehouse, plants areas and trailer so that this Agreement can be viewed by all Employees to whom the Agreement applies.

8. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted shall prevail.

For **Sil Industrial Minerals**

For **Unsil Association**

Date: March 8, 2019

Date: March 8, 2019

Letter of Understanding # 7

Between

**Sil Industrial Minerals (the Employer)**

And

**Unsil Association (the Association)**

**HOURS OF WORK AVERAGING AGREEMENT FOR [ 6x3 SHIFT WORKERS]**

Notwithstanding the other provisions of the Collective Agreement between the Employer and the Association to which this Letter of Understanding is attached (the "Collective Agreement"), it is agreed that the hours of work averaging agreement described in this Letter of Understanding shall apply to all 6x3 Shift Workers (the "Employees").

1. This averaging agreement shall commence on the date upon which the Collective Agreement commences and will last until a new collective agreement is entered into unless otherwise terminated in accordance with this agreement or the applicable terms of the *Employment Standards Code*, RSA 2000, c. E-9.
2. The Association and the Employer agree that the hours of work of each of the Employees will be averaged to a nine (9) week averaging period with an average not exceeding 44 hours per week as averaged across the schedule for the purpose of determining each of the Employees' entitlement to overtime pay, or time off with pay in lieu of overtime pay.
3. The Association and the Employer agree to a nine (9) week repeating schedule (the "Averaging Period") for the Employees as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Totals
Week 1	0 Hrs	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	36 Hrs
Week 2	9 Hrs	9 Hrs	0 Hrs	0 Hrs	0 Hrs	9 Hrs	9 Hrs	36 Hrs
Week 3	9 Hrs	9 Hrs	9 Hrs	9 Hrs	0 Hrs	0 Hrs	0 Hrs	36 Hrs
Week 4	9 Hrs	9 Hrs	9 Hrs	9 Hrs	8 Hrs	0 Hrs	0 Hrs	44 Hrs
Week 5	0 Hrs	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	8 Hrs	44 Hrs



Week 6	9 Hrs	0 Hrs	0 Hrs	0 hrs	9 Hrs	9 Hrs	9 Hrs	36 Hrs
Week 7	9 Hrs	9 Hrs	9 Hrs	0 hrs	0 Hrs	0 Hrs	9 Hrs	36 Hrs
Week 8	9 Hrs	9 Hrs	9 Hrs	9 Hrs	8 Hrs	0 Hrs	0 Hrs	44 Hrs
Week 9	0 Hrs	9 Hrs	9 Hrs	9 Hrs	9 Hrs	8 Hrs	0 Hrs	44 Hrs

4. The Employer may from time to time make temporary changes to the Schedule for an Employee if:
  - a. the Employee requests or agrees to the change;
  - b. the Employer gives at least 2 weeks' notice to the Employee of the change; or,
  - c. an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances apply.
5. Each of the Employees will be paid at his/her regular hourly rate of pay in accordance with the Collective Agreement for all scheduled hours.
6. If overtime is worked in addition to the scheduled hours in the Averaging Period, the employee shall receive overtime pay on his or her next pay. Overtime shall be paid at a rate stipulated in the Collective Agreement and shall be no less than 1.5 times regular pay for every overtime hour worked. If the Employer posts a schedule reflecting hours exceeding the Schedule, the Employee shall be deemed to agree with the posted schedule unless the Employee advises the Employer otherwise in writing.
7. A copy of this agreement shall be provided to each of the Employees to whom the Agreement applies. In addition, a copy shall of this Agreement shall be posted in the main areas, contractors shack, warehouse, plants areas and trailer so that this Agreement can be viewed by all Employees to whom the Agreement applies.



8. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted shall prevail.

**For Sil Industrial Minerals**

**For Unisil Association**

Date: March 8, 2019

Date: March 8, 2019