

Collective Agreement

between

**CENTRAL CANADA
POTASH**

Central Canada Potash Division

Noranda Minerals Inc.

and

**United Steelworkers
of America**



Local 7656

dated November 10, 1993

00228 (05)

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THIS AGREEMENT

made this **10th** day of November, **1993**

BETWEEN:

CENTRAL CANADA POTASH **DIVISION**
Noranda Minerals Inc.

a corporation licensed to carry on business in the Province of Saskatchewan, hereinafter called the "Company".

Party of the first part

and

UNITED **STEELWORKERS** OF AMERICA,

for itself and on behalf of its Local No. **7656**, a voluntary non-incorporated association of employees, hereinafter called the "Union".

Party of the second part

In the spirit of co-operation the parties hereby mutually agree as follows:

GENERAL PURPOSE

The general purpose of this Agreement between the Company and the Union is to establish rates of pay, hours of work, a procedure for the prompt settlement of grievances and other conditions of employment as put forth in this Agreement. It is also intended to promote a harmonious industrial relationship in accordance with the Laws of the Province of Saskatchewan.

ARTICLE 1

Recognition and Definition

- 1.01** The Company **recognizes** the Union as the sole certified representative of employees. The word “employee” or “employees” wherever used in this Agreement shall mean respectively an employee or employees of Central Canada Potash at its Potash Mine near Colonsay, Saskatchewan save and except the Manager, Superintendents, Assistant Superintendents, their Confidential Secretaries, Foremen, Supervisors, the Chief Accountant., Purchasing & Materials Superintendent, Safety & Loss Prevention Superintendent, Occupational Health Nurse, Safety & Environmental Technician, Chief Engineers, Planners, Engineers, employees covered by other collective bargaining agreements and any other person having and regularly exercising management functions or employed in a confidential capacity.
- 1.02** Supervisory personnel will not perform work normally done by a bargaining unit employee except in cases of training, experimentation, demonstration, or emergency.

1.03

- (a) The Company shall have **the** right to contract out work. However, such contracting out will not result in bargaining unit employees being laid off, displaced, demoted, or denied a promotion to a vacancy in accordance with Section **9.01**.
- (b) In an effort to **maximize** employment opportunities for the employees at **CCP** the Company will be guided by the principle that work capable of being performed by bargaining unit employees will be performed by bargaining unit employees where it is reasonable to do so.
- (c) Except in the case of an emergency, the Company will, prior to the issuing of any contract for work on site, notify the union of the nature of the work to be done, the anticipated number of people to be employed, and the anticipated duration thereof.

With regard to contracts issued for work off site, the company will meet from time to time with the union to review the issuance of such contracts.

- (d) Upon receipt of the notice under **1.03 (c)** the Union may request a meeting with the Company of up to two **(2)** members of the Union and the Union president or **his/her** designate to discuss the information provided in accordance with **1.03(c)**.

ARTICLE: 2

Management

2.01 The Union agrees that the Company has exclusive right:

- (a) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of its mines, mills, shafts, shops and working places, the methods of production, schedules of production, kinds and locations of equipment, machines and tools to be used, and the number and classification of employees required by the Company at any place from time to time.
- (b) To make reasonable rules of conduct and procedure for employees and to maintain order, discipline and efficiency, to hire, discharge, classify, train, transfer, promote, demote, layoff, suspend or discipline employees; provided, however, that if any employee believes that he/she has been dealt with unjustly, unfairly or inequitably in the application of the foregoing rights as set out in this clause (b) or if such application is in conflict with the provisions of this Agreement he/she may have the matter dealt with under the Grievance Procedure.

ARTICLE 3

No Discrimination

3.01 No employee of the Company shall be discriminated against by either party because of membership or non-

membership in any lawful union, or because of participation in the Union as an official, or in any lawful association of employees or because of race, colour, sex, age, religion, national extraction, social origin or political belief or for any other reason.

- 3.02** Except as provided for in this Agreement there shall be no union activity on the Company's time or on its property. Casual conversation which does not unduly interfere with the work of any person employed by the Company shall not be regarded as union activity.

ARTICLE 4

Grievance Procedure

- 4.01** An employee is urged to attempt to settle any complaint or dispute with his/her immediate supervisor before proceeding with the Grievance Procedure.
- 4.02** It is agreed that the settlement of any grievance shall not conflict with the provisions of this Agreement. Such settlement shall be binding on the Company, the Union and the employee(s) concerned but it shall not be construed as a precedent in respect to any other grievance.
- 4.03** Should any difference as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is **arbitrable** arise between the Company and the Union or between the Company and any employee, an earnest effort shall be made to settle such difference in the following manner:

Stage One

- 4.04** The employee (accompanied by a Steward in his/her department or, if unavailable, the next most available Steward) may, provided it is done within ten (10) days after the occurrence or discovery of the alleged grievance, present his/her complaint orally or in writing on a form provided by the Company to his/her immediate supervisor. If within five (5) days from the time when such complaint was made to the immediate supervisor a decision satisfactory to the employee is not given to him/her; then

Stage Two

- 4.05** The employee (accompanied by a Steward as described above) may, **within** five (5) days after the decision of the immediate supervisor at Stage One has been or should have been given, present the written grievance to his/her Department Superintendent or someone designated by him/her to handle such matters at Stage Two. The Department Superintendent, or his/her designated representative, may be accompanied by other **officials** of the Company and he/she shall give his/her decision in writing within ten (10) days from the time when such grievance was presented to **him/her**, and if the matter is not satisfactorily disposed of, then

Stage Three

- 4.06** Notice in writing requesting further consideration of the matter may, within five (5) days after the decision at Stage Two has been or should have been given, be given by the Grievance Committee to the Manager or someone designated by him/her to handle such matters at Stage Three. The written grievances shall be presented at

Stage Three by not more than three (3) members of the Grievance Committee, one (1) of whom may be the Shop Steward and one (1) of whom may be the local Union President accompanied, if they so desire, by a Staff Representative of the Union. The Manager, or his/her designated representative, may be accompanied by other officials of the Company. The employee(s) making the complaint shall be present at this meeting if the Company or the Union so requests. The Stage Three meeting will be held within ten (10) days from the date upon which the Manager received written notice of the matter as above set forth and he/she shall give his/her decision in writing on behalf of the Company within five (5) days after such meeting.

If a Grievance Committee member is required to attend a meeting under this clause he/she shall receive his/her basic hourly wages for time spent in attendance at the meeting. Such time will not be considered as time worked for the purpose of calculating overtime.

Group Complaints

- 4.07** In the event that two (2) or more employees have complaints as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is **arbitrable** which are sufficiently common in nature that they may be conveniently dealt with together, such complaints shall constitute a group grievance and it shall be submitted at Stage Two. A grievance involving two (2) or more employees shall be presented by not more than two (2) of those in the group directly concerned.

General Provisions

- 4.08** Any difference which arises directly between the Union and the Company as **to** the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is **arbitrable** may be submitted in writing by either of the parties to the other. Within five **(5)** days following receipt of this notice, there shall be a meeting between the Grievance Committee of the Union, accompanied by a Staff Representative of the Union, and representatives designated by the Company. The reply from one of the parties to the other shall be given within five **(5)** days after such meeting. If no settlement is reached, the difference may be submitted to arbitration according to the provisions of Section **4.11** of this Agreement.
- 4.09** Each step to be taken under the procedures set forth in this Article (including any reference to arbitration) and in the Article relating to Discharge and Suspension Cases shall be taken by the party concerned within the time limit set forth, or the matter shall be deemed to **have been abandoned**.
- 4.10** Any and all time limits, including the time limits in Stage One, **fixed** by this Article for the taking of action by either party or by an employee may at any time be extended by mutual agreement in writing.
- 4.11** In the event that any difference as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as **to** whether any matter is **arbitrable** shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party

to the other within twenty-one (21) days from the giving of the decision of the Management Representative at Stage Three be referred to arbitration as hereinafter provided. If no decision be given within the applicable period allowed above for the purpose, notice of arbitration may be given within twenty-one (21) days after the expiration of such period.

- 4.12** In filing a grievance, public holidays and the **grievor's** scheduled days off, vacation days and floating holiday, and in responding to a grievance, public holidays and the supervisor's scheduled days off, vacation days and floating holiday, shall not be counted in determining the time within which any action is to be taken in each of the three stages of the Grievance Procedure or under Section **4.08** of these General Provisions.

Stewards and Grievance Committee Members

- 4.13** The Union may choose Stewards to assist in processing grievances and to otherwise represent the Union. These Stewards must have completed their probationary period provided for by Section **11.01**. Their number in the aggregate shall not be more than one (1) for each fifteen (15) employees.
- 4.14** If it is necessary for any Steward or Grievance Committee Member to take time off during working hours to investigate or attempt to settle a grievance, he/she will make mutually satisfactory arrangements with the Foremen or Supervisors concerned. A Steward or Grievance Committee Member shall not suffer loss of pay for time spent in the performance of these duties during **his/her** regular working hours.
- 4.15** The Union shall notify the Company in writing of the

names of Stewards or Grievance Committee **Members** from time to time appointed or elected and the **Company** shall not be required to **recognize** any Steward or Grievance Committee Person not named in such a notice.

ARTICLE 5

Arbitration

- 5.01** In any case in which an arbitration shall be required under this Agreement, the Union and the Company shall attempt to agree upon an arbitrator within ten (10) days from the date of the receipt of notice of arbitration.
- 5.02** Should the Union and the Company fail to agree upon the appointment of an arbitrator, the arbitrator shall be selected from the panel in Section **5.03** of this Agreement. Any member of the panel, who having been requested in his/her turn to act as arbitrator and is unwilling or unable to act, shall not again be requested **to** act until his/her name comes up again on the regular rotation of the panel.
- 5.03** For the duration of this Agreement, the panel of arbitrators shall be:
- K. Norman**
 - D. McLeod**
 - W. Matkowski**
- 5.04** Each grievance submitted to arbitration shall be heard separately unless otherwise agreed to between the parties.

- 5.05** Arbitrations shall be heard at **Saskatoon** or at such other place as the parties shall mutually agree upon in writing.
- 5.06** The issue(s) raised in the written grievance and in the written reply thereto or, in the case of a difference directly between the Union and the Company, the issue(s) raised in the written representation by the applicant for arbitration and in the reply thereto by the other party shall be presented to the arbitrator and his/her award shall be **confined** to such issue(s).
- 5.07** Each party shall be entitled **to** be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments orally and/or in writing.
- 5.08** The expenses of the arbitrator and of the place of the hearing shall be borne in equal shares by the Union and the Company.
- 5.09** Witness fees and allowances shall be paid by the party calling such witnesses.
- 5.10** No costs of arbitration shall be awarded to or against either party.
- 5.11** The decision of the arbitrator as to the facts and as to the meaning or application of the provisions of the Agreement shall be conclusive and binding upon all parties concerned but in no case shall the arbitrator be **authorized** to alter, modify or amend any part of this Agreement. However, the arbitrator may, before the close of the hearing of a discharge grievance, request that the Company and the Union make a further attempt to settle such grievance.

- 5.12** The arbitrator shall be requested to give his/her award within a period of fifteen (15) days after the close of the hearing.

ARTICLE 6

Discharge and Suspension

- 6.01** If an employee believes that he/she has been discharged or suspended without just and sufficient cause, the matter shall be presented at Stage Two of the Grievance Procedure by the **grievor** and/or his/her Steward within five (5) days after written notice of such suspension or discharge has been given and not otherwise.
- 6.02** A grievance filed in accordance with Section **6.01** may be resolved at any stage of the Grievance Procedure or at arbitration by confirmation of the discharge or suspension or by reinstatement of the employee without loss of seniority or wages or by any settlement as seems just and reasonable in all the circumstances or as determined by the arbitrator.
- 6.03** Copies of all disciplinary notices will be given to the employee and a copy shall be sent to the local Union President.
- 6.04** Six (6) months from the receipt of a written warning notice by an employee and provided the employee does not receive another warning for a similar **offense** during this six (6) month period, this warning shall be stricken from the employee's record.
- 6.05** Twelve (12) months from the receipt of a suspension

notice and provided the employee does not receive another suspension for a similar **offense** during the twelve (12) month period, this notice shall be stricken from the employee's record.

- 6.06** An employee whom the Company desires to suspend shall be retained at work until any grievance contesting such suspension is finally resolved through the grievance and/or arbitration procedure.

However, an employee may be suspended from active work without pay where such suspension is for an act of gross misconduct.

ARTICLE 7

No Cessation of Work

- 7.01** In view of the orderly procedure herein set forth for settling differences the Union agrees that there shall be no strike, stoppage, slowdown or restriction of output during the life of this Agreement and that any or all of the employees taking part in or instigating any such strike, stoppage, slowdown or restriction of output shall be subject to discharge or discipline by the Company.
- 7.02** On the other hand, and for the same reason, the Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 8

Seniority

8.01

- (a) The Company and the Union agree that, subject to the requirements of the operations, job opportunity and job security should increase with an employee's length of service with the Company.
- (b) In any case of training or promotion (except to a position of which the occupant is not classified as an employee), or in demoting an employee, the qualified employee with the greatest Company seniority within the department shall be entitled to preference. In any case of layoff, or transfer in accordance with Section 10.03, the qualified employee with the greatest Company seniority shall be entitled to preference.
- (c) The term "qualified" shall mean the physical fitness and the ability to meet the normal requirements of the job.

8.02 There shall be one (1) type of seniority, namely: Company Seniority

8.03 The "Company Seniority" of an individual in the employ of the Company means the length of his/her continuous service with the Company since the date of **his/her** last hiring, except as expressly provided herein. Where two or more employees have the same hire date, then the employee with the lowest employee number shall be presumed to have greater seniority.

8.04 Company Seniority of an employee shall be lost when:

- (a) **he/she** voluntarily quits **his/her** employment, or
- (b) **he/she** is discharged, or
- (c) he/she fails to return to work immediately upon completion of an **authorized** leave-of-absence, unless **he/she** gives reason satisfactory to the Company for such failure **to return to work**, or
- (d) **he/she** is laid off by the Company for a period of more than
 - (i) six **(6)** months where the employee has less than six **(6)** months of Company seniority at the date of layoff;
 - (ii) twelve **(12)** months where the employee has more than six **(6)** months but less than one **(1)** year of Company seniority at the date of layoff;
 - (iii) twenty-four **(24)** months where the employee has **one(1)** year but less than five **(5)** years of Company seniority at the date of lay off;
 - (iv) **forty-eight (48)** months where the employee has five **(5)** years or more of seniority at the date of layoff; or
 - (v) **sixty (60) months where an employee has more than ten (10) years of service at the date of lay off; or,**
- (e) he/she works for another employer while absent from **his/her** employment with the Company whether he/she is on approved leave-of-absence or otherwise except when the Company approves such work, or except in a case of layoff for lack of work.
- f) **Layoff and Reduction and Restoration of the Workforce**

Employees who have been laid off for more than fourteen (14) days will be entitled to subsequent layoff notice or pay in lieu of notice which shall not be less than:

- i) one (1) week's notice if the employee's period of employment is less than three (3) years;
- ii) three (3) week's notice if the employee's period of employment is three (3) years or more.

The above provisions do not apply if the period of layoff is for six (6) days or less, or if an employee is recalled for a specified, limited period of work during a general layoff.

The Company may elect to pay base rate for that portion of the notice period in respect of which notice was not given.

Recall Procedure

8.05

- (a) For the period of time for which an employee retains seniority from the date of layoff for lack of work as provided for in Section 8.04 he/she shall have preferential rights for rehiring (but only for jobs whose occupants would be classified as employees and which are not of a temporary or emergency nature) in accordance with the following provisions:

Those most recently laid off shall be sent notices by mail by the Company stating the jobs available and the proposed time of hiring. Such notices shall be mailed by registered mail to each such person addressed to the last address which he/she shall have recorded with the

Company. The persons to whom such notices are sent and who report ready for work shall, if they are qualified and physically able to fill the jobs available, be hired in the inverse order to that in which they were laid off. The Company shall not be required, however, to rehire at any time any person who shall have failed to report for rehiring in accordance with and at the time stated in any such notice sent to him/her. The employee must communicate with the Company within ten (10) days of the mailing of such notice to confirm **his/her** intention to return to work within fifteen (15) days from the mailing of such notice.

- (b) An employee may refuse a recall to a temporary assignment or to a job other than his/her regular job and may also elect layoff in lieu of a demotion to a lower job classification without loss of subsequent recall rights except as set out in **8.04**.
- (c) An employee exercising the provisions of **8.05 (b)** need not be recalled for any job other than the job he/she designated until such time as he/she notifies the Company in writing that he/she is prepared to accept any other job available to which he/she may be recalled.

ARTICLE 9

Job Posting

9.01

- (a) Particulars of every position to be filled, other than a temporary vacancy shall be posted on the Department's bulletin board for seven (7) calendar days. An employee

desiring the job shall make application within the seven (7) days by completing the application form provided by the Company. The employee and the Union shall each receive a copy of the application. The position shall be filled by the qualified applicant employee within that department with the greatest Company Seniority.

- (b) The Company will provide the Union with copies of postings.

Where so requested by an employee the Company will notify the employee, in writing, during his/her absence due to vacation or other short term absences, where it is anticipated that he/she will return to work within sixty (60) days, of a posting that has occurred and for which he/she may be deemed to be eligible to be awarded the bid.

The Company will accept phone calls from any employee so notified during the period of the postings and accept his/her request that his name be added to the posting.

- 9.02** If the position is not filled in accordance with Section **9.01** the particulars shall be posted on the bulletin boards in the other departments. Such notice shall be posted for seven (7) calendar days. An employee desiring the job shall make application within the seven (7) days by completing the form provided by the Human Resources Department. The employee and the Union shall each receive a copy of the application. The position shall be filled by the qualified applicant employee with the greatest Company Seniority.

- 9.03** If any employee who has been selected to fill a vacancy posted in accordance with the provisions of this Article applies for and is selected to **fill** another vacancy before

he/she takes up the first position then the first vacancy need not be posted again but may be filled in accordance with this Article 9 from among the original applicants.

9.04

- (a) The Company may fill a temporary vacancy, which is defined as thirty (30) days or less with the senior employee on shift. Training acquired during any temporary assignment shall not be used to deny a senior employee his/her right to a posted position. The thirty (30) day period may be extended by mutual agreement. This Section shall also apply during a job posting period of up to thirty (30) days in order to provide continuity and maintain efficient operations.

Where it is anticipated a temporary vacancy will be longer than sixty (60) days, then the senior qualified employee in the department will be given the opportunity to fill that temporary vacancy.

- (b) The Union will be informed of temporary vacancies.

- 9.05** The Company shall post the name of the selected candidate or the fact that no candidate has been chosen within seven (7) days following the last posting day mentioned above.

ARTICLE 10

Transfers

- 10.01** If the transfer of an employee from one department to another is required by the Company for the efficient

conduct of operations, the employee, upon completion of two (2) months from the date of his/her transfer, shall elect

- (a) to remain in the department to which he/she was transferred or,
- (b) to return to the department from which he/she was transferred. The Company will return such employee to his/her previous job or to a job classification higher than the job from which he/she was originally transferred.

10.02 The Company, because of considerations of health, may transfer an employee from one department to another.

10.03 An employee who wishes to transfer to another department shall file a written application with the Human Resources Department. The applicant shall be given consideration for vacancies which have not been filled in accordance with Section **9.02**.

10.04 Nothing in the Agreement shall be construed to preclude the transfer of an individual employed by the Company who is excluded from the category of an employee to a position where he/she is included in such category or vice-versa. In a case where such a transfer is temporary in nature, the employee shall continue to accumulate Company seniority. In a case where such a transfer is permanent in nature, the employee shall retain, but not accumulate Company seniority.

10.05 If an employee substitutes in any job he/she shall receive the full rate for the job or his/her regular rate, whichever is greater.

ARTICLE 11

Probationary Employees

- 11.01** Notwithstanding anything to the contrary contained in this Agreement an employee shall be considered to be a probationary employee and the employee shall have no Company seniority until the employee has actually worked **four hundred (400) hours within the employee's regular schedule**, at which time the employee shall become entitled to Company seniority dating from the employees' last hiring with the Company.
- 11.02** A probationary employee may take advantage of the Grievance Procedure except in the case where his/her employment has been terminated by way of discharge for cause or because of layoff due to lack of work.

ARTICLE 12

Temporary Employees

- 12.01** A temporary employee is one who has been hired for work of a temporary nature, or because of a temporary increase in work or production schedules. It shall be specifically stated and acknowledged at the time of hiring that the individual is a temporary employee. The term of employment for a temporary employee shall not exceed ninety (**90**) days, unless otherwise mutually agreed to, in writing, prior to the **90th** day.
- 12.02** A temporary employee will be given consideration for regular employment should a vacancy occur in any position to be posted under Article **9.01** of the Collective

Agreement. Such consideration will only be given **after** it has been determined that there is no qualified applicant amongst the regular employees in accordance with Article **9.01** and **9.02**.

12.03 If and when a temporary employee becomes a regular employee he/she shall be deemed to be a probationary employee. The probationary period shall commence at the time he/she becomes a regular employee and shall be subject to the provisions of Article **11**.

12.04 A temporary employee may take advantage of the Grievance Procedure except in the case where his/her employment has been terminated by way of discharge for cause or because of layoff due to lack of work.

12.05

(a) Where an individual is called for further employment, previous service with the Company will be given due consideration for the purposes of determining that individual's eligibility for various benefits. The parties acknowledge that benefits, such as sickness and accident, extended medical and dental benefits will only provide coverage for the duration of the individual's anticipated temporary employment.

(b) Where a vacancy is to be filled from outside the regular workforce, qualified temporary employees who have indicated to the Company their desire to have regular employment, will be given first consideration to fill the position. When there are two or more qualified temporary employees, then the qualified temporary employee with the greatest accumulated seniority will be awarded the position.

- (c) For the purposes of this provision accumulated seniority will commence to accrue for current temporary employees from May 1, 1989. It will be accumulated on the basis of 173.33 hours being the equivalent of one month. Once a temporary becomes regular and completes the probationary period their seniority will be their date of transfer to regular plus their accumulated seniority as temporary employees.
- (d) Effectively temporary employees engaged in temporary work will be perceived when at work to be in a labour pool:
 - (i) This concept is particularly applicable to temporary employees engaged in work in the production units.
 - (ii) Where there are two or more temporary employees at work then the Company will attempt insofar as is reasonably possible to assign the temporary employee with the greatest accumulated seniority to the higher paying temporary position.
 - (iii) The parties acknowledge that due to extenuating circumstances within the OTC unit, the provisions of (ii) will not necessarily apply given the nature and degree of expertise required to perform temporary work.

ARTICLE 13

Absence

- 13.01** When hereafter an employee is absent on a **leave-of-absence** or otherwise for a period in excess of thirty (30)

days, except in cases of disabling accident, sickness, or attendance at an approved training course, such excess period shall not be counted and shall be excluded in computing his/her Company seniority.

13.02 Personal Leave — An employee shall be allowed up to thirty (30) days leave-of-absence without pay for personal reasons, if

- (a) he/she requests it in writing from the Company and
- (b) the leave is for good reason and does not interfere unduly with the Company's operation. In an emergency situation such leave may be granted upon a verbal request.

13.03 If the Company is given at least one (1) week's notice in writing, a leave-of-absence, without pay, will be granted to employees who have been elected or appointed by the Union, not to exceed seven (7) in number to attend Union Labour seminars, courses or conferences. Additional employees may also be granted such **leave-of-absence** provided they can be spared.

13.04 With one (1) week's notice in writing the Company shall grant an employee, who has at least one (1) year of continuous service, a leave-of-absence without pay for up to one (1) year without loss of seniority to work in an official capacity for the Local or International Union. This leave may be extended for an additional one (1) year period upon request in writing from the Union. Not more than one (1) employee may be absent on such leave at any one time.

13.05 The Company will grant an employee a reasonable

leave-of-absence without pay to seek the nomination, run as a candidate and to fulfill the duties on a municipal council or in the Provincial Assembly, or Federal Parliament. Upon expiration of such **leave-of-absence**, the employee may return to employment with the Company without loss of any rights connected with his/her seniority which is to be determined as at the date the leave-of-absence began.

13.06 If an employee is absent from work

- (a) because of the death of **the employee's** spouse, child, parent, brother, sister, grandparent, grandchild, or spouse's parent, **the employee** shall be paid **their** basic hourly rate for three scheduled work days, to a **maximum of twenty-four (24) hours pay**, within a five calendar day period following the death. The first day of the five (5) day period shall commence, at the employee's option, either on the day of the occurrence **or** the day following the death, or

For the purpose of this clause, son and daughter shall include foster child or a child for whom the employee is legal guardian, provided the employee has advised the company of such status prior to the bereavement.

- (b) to attend the funeral of the employee's niece, nephew, or **brother-in-law, sister-in-law**, or spouse's grandparent, the employee shall be paid their basic hourly rate for scheduled time lost up to a maximum of three (3) consecutive shifts, **to a maximum of twenty-four (24) hours pay**.

To be entitled to pay under this section, an employee must give notice of his/her absence as early as possible. The Company may require proof of an employee's

entitlement to pay under this section.

- (c) If **13.06 (a)** occurs while an employee is on vacation, the employee shall be entitled to all benefits in **13.06 (a)** and his/her vacation shall be extended.

13.07

- (a) The Company agrees to pay to an employee serving jury duty his/her regular wage minus any remuneration which he/she may receive as a juror.
- (b) The Company agrees to pay to an employee who has been subpoenaed as a Crown witness, except where he/she has been subpoenaed in a matter involving the Company, his/her regular wage minus any remuneration which he/she may receive as a witness.

13.08 An employee who cannot report for work on his/her **regularly** scheduled shift shall notify his/her immediate supervisor prior to the start of his/her shift. If it is impossible to notify his/her immediate supervisor, he/she shall notify another supervisor in his/her department or the security guard on duty to report his/her absence.

13.09 An emergency in his/her **personal** affairs or the illness of the employee will constitute reasons for an **authorized** absence if reported prior to the scheduled shift or as soon thereafter as reasonably possible, and if the reason is justified.

13.10 An employee who does not report for his/her regularly scheduled shift shall be considered to be on an unexcused absence unless such absence has been **authorized** or he/she is on a leave-of-absence as provided

for in this Agreement.

13.11 Failure to return to work at the end of an **authorized** absence or repeated unexcused absences may result in disciplinary action or termination of the employment of an employee. An employee absent from work for a period of three (**3**) consecutive work days without reporting may be assumed to have voluntarily left the employ of the Company.

13.12 An employee who reports late for his/her regularly scheduled shift must contact his/her immediate supervisor to obtain permission to proceed from the Security Office to his/her working place. This clause does not apply to Office and Technical Department employees.

13.13 An employee will be entitled to Personal/Family Health Care Days of absence with basic pay each calendar year as set out below dependent upon the employee's years of continuous service as at December **31st** of the previous year.

Years of Service	Hours
1	16
2	24
3	32
4	40
5	48
6 or more	56

Effective January 1, 1994, employees with seven (7) or more complete years of service will be entitled to sixty-four (64) hours.

Personal/Family Health Care days are to be used to

cover the qualifying period under the Company's Sickness and Accident program. On advance notice and arrangement with the Company an employee may also use these days with discretion. Specifically, for other personal reasons or family illnesses, medical or dental appointments.

Personal/Family Health Care days will not accumulate from one year to the next. At the end of each calendar year the difference between an employee's entitlement and the number of Personal/Family Health Care days taken by the employee will be determined and the employee will be compensated for the days not taken.

ARTICLE 14

Annual Vacation

14.01

- (a) An employee with less than one (1) year of continuous or accumulated employment (as hereinafter defined) as of May 1 shall be granted an annual vacation amounting to ten (10) hours for each month of service and vacation pay equal to seven percent (7%) of the employee's total earnings during the period of their employment ending such May 1.
- (b) The Company may designate a vacation closure, not to exceed three (3) weeks in duration to occur in the months of July **and/or** August. The commencement and conclusion of any such vacation closure may be adjusted in accordance with the shutdown and startup of the Mine and the Mill.

- (c) Unless an employee is required to work during any designated vacation closure he/she will be required to use three weeks of **his/her** vacation entitlement during the vacation closure.
- (d) Employees will be paid their vacation pay entitlements by the end of the first full pay period in May. This payment will be made even in those years in which the Company does not designate a vacation closure.

14.02 Employees with one (1) year or more of continuous or accumulated employment (as hereinafter **defined**) as of May 1 shall receive a vacation with pay as follows:

Years of Service	Vacation	Pay
1-4	120 hours	7.0%
5	120 hours	7.2%
6	128 hours	7.6%
7	136 hours	8.0%
8	144 hours	8.4%
9	152 hours	8.8%
10	160 hours	9.4%
15	200 hours	11.5%

Employees working the twelve (12) hour shift schedule must take their vacation hours in twelve (12) hour segments only, rounded to the nearest shift.

If after rounding, an employee takes more hours of time off than that specified in 14.01 or 14.02 then such extra time will be regarded as leave of absence without pay.

14.03 An accumulated year of employment must have been accumulated in periods no two (2) of which have been separated by more than one hundred and eighty-two (182) days.

- 14.04** Such vacations must be taken during the twelve (12) month period immediately following the date on which such vacation entitlement was granted.
- 14.05** Subject to the requirements of operations the Company will try to meet the wishes of employees as far as possible in setting vacation dates.

ARTICLE 15

Public Holidays

15.01

- (a) An employee will be paid ***the following*** for all time actually worked on New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (i) ***Three (3) times their basic hourly rate for those on an eight (8) hour schedule***
- (ii) ***Three (3) times their basic hourly rate for the first eight (8) hours actually worked and two (2) times their basic hourly rate for all hours actually worked on the balance of the shift for those working a compressed schedule.***
- (b) Any public holiday premium paid to an employee for time worked on a public holiday will be considered in the same manner as "overtime" for the purposes of equitable distribution of overtime in conjunction with the operation of Article 16.07.

(c) **Except as provided in section 15.03 of the Collective Bargaining Agreement a public holiday for all employees is deemed to be the twenty-four (24) hour period commencing at the beginning of the day shift on the day of the holiday.**

(d) **An employee on the eight (8) hour schedule required to work less than eight (8) hours on any such holiday shall be paid at the employee's appropriate rate for the remainder of the shift.**

An employee on the twelve (12) hour schedule required to work less than twelve (12) hours on any such holiday shall be paid at the employee's appropriate rate for the remainder of the shift.

(e) **In any twelve (12) month period commencing on May 1, an employee shall be entitled to one (1) floating holiday which will be taken by the following April 30th. To be eligible for this holiday, an employee must have completed one (1) year of continuous service with the Company. The employee is to give due notice of intent to take the holiday and it will be subject to the requirements of the operation.**

An employee working a compressed work schedule will receive eight (8) hours pay for any such holiday taken and the remaining hours of the shift will be considered a leave of absence without pay.

15.02 When New Year's Day, Christmas Day or Remembrance Day falls on a Sunday then the Monday following such day shall be observed as New Year's Day, Christmas Day or Remembrance Day for the purpose of Section 15.01.

15.03 For New Year's Day, Christmas Day and Boxing Day the provisions of this Article shall apply to the **twenty-four (24)** hour period commencing at the conclusion of the day shift of the day preceding such holiday.

15.04 An employee not required to work shall **be** paid for eight (8) hours at the employee's appropriate rate for any such holiday.

An employee on the twelve (12) hour shift schedule who is schedule to work on a public holiday will receive twelve (12) hours pay if the employee is not required by the Company to work.

15.05 Where a public holiday falls on an employee's scheduled days off, he/she shall not be paid if **he/she** fails to work his/her last scheduled shift prior and first scheduled shift after the holiday unless he/she is on an approved leave-of-absence not exceeding thirty (30) days.

15.06 This Article shall not limit the right of the Company to schedule an employee to work on any such public holiday. However, the Company agrees that the number of employees required shall be **minimized** as far as practicable.

15.07 An employee who is scheduled to work on a public holiday and does not work shall not receive pay for the holiday unless his/her absence is **authorized**.

15.08 Where a public holiday falls within fourteen (14) days of an employee's layoff date or recall he/she will receive pay for that holiday provided he/she returns to work on the date of his/her recall. Where either Christmas Day, Boxing Day or New Year's Day falls within this provision then compensation will also be provided for all

three public holidays should they fall within the period of the layoff and provided that the employee returns to work when recalled.

ARTICLE 16

Hours of Work and Overtime

- 16.01** The Company does not guarantee to provide work for an employee nor to maintain the work week or working hours at any time in force.
- 16.02** Hoisting and lowering schedules for employees working underground will be arranged to provide approximately
- (i) ***eight (8) hours from collar to collar for those on an eight (8) hour schedule.***
 - (ii) ***twelve (12) hours from collar to collar for those on the compressed work week schedule.***

Variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair or safety considerations or causes beyond the Company's control shall be paid for on the basis of two (2) times the employees' basic hourly rate, but such time shall not be considered to be time worked.

16.03

- (a) i) ***The daily lunch period of an employee working the eight (8) hour schedule who is required to eat lunch underground shall be one-half (1/2) hour on Company time.***
- (ii) ***The daily lunch periods of an employee working the twelve (12) hour shift schedule who is required to eat lunch underground, shall be two (2) twenty-five (25) minute breaks, on Company time.***

During the lunch periods in (i) and (ii) the employee shall continue all necessary supervision of machinery and maintenance of services.

- (b) ***Eight (8) or twelve (12) hours work at the employee's designated working place will constitute a work day for each employee on surface, with a paid lunch period of one-half (1/2) hour on Company time, or two periods of twenty-five (25) minutes for those on the compressed work schedule, during which the employee shall continue all necessary supervision of machinery and maintenance of services.***

Only those surface employees working on continuous operations will be entitled to a relief period during the second half of their shift.

- (c) ***Lunch periods will be allowed in the 4th or 5th hours of the eight (8) and twelve (12) hour schedules and in the 8th or 9th hours of the twelve (12) hour schedule.***

16.04

- (a) A day is a twenty-four (24) hour period beginning with

the start of an employee's **shift**. A basic work day is

- (i) **eight (8) consecutive hours in the twenty-four (24) hour period for those on the eight (8) hour schedule, or,**
 - (ii) **twelve (12) consecutive hours in the twenty-four (24) hour period for those on the compressed work week schedule broken only by the established lunch and relief period(s).**
- (b) **For those on the eight (8) hour schedule, the work week shall be the period commencing at midnight on Saturday and ending at midnight on the immediately following Saturday.**

For those on the twelve (12) hour schedule, the work week shall be the period commencing at 8:00 a.m. on Sunday and ending at 8:00 a.m. on the immediately following Sunday.

16.05

- (a) The work week shall consist of five (5) days. However, the Company and the Union **recognize** that the continuous shift operations may require variations to the five (5) day week.
- (b) The Company shall arrange departmental shift and work schedules and shall not make any changes without prior consultation with the Union.
- (c) An individual employee's scheduled days off shall be consecutive.
- (d) Departmental shift schedules shall be posted in each department seven (7) days **in** advance of their effective

date. Shift changes shall not be made to prevent payment of overtime.

- (e) An employee will be paid at a rate of two (2) times his/her basic hourly rata for all hours worked on his/her first shift on a new schedule where his/her shift schedule has been changed with less than forty-eight (48) hours notice.
- (f) ***Upon mutual agreement between the Company and the Union, a twelve (12) hour shift schedule is in effect for Mill and Mine Production employees, Mill Loadout employees, Powerhouse Operators, Hoist Operators and Security guards who work on a continuous shift basis and for those employees in the aforementioned areas who periodically are scheduled to work on the continuous shift schedule.***

The implementation and continuation of the 'Compressed Work Week' is subject to the following conditions:

1) Overtime, shift premiums, public holiday pay, costs, etc., will not increase as a result of this implementation.

2) The new schedule must not be a factor in lessening safety, efficiency, housekeeping or productivity within the workforce.

3) The agreed upon 'Compressed Work Week Schedule' is Appendix "F".

- (g) ***Either the Company or the Union may terminate this Compressed Work Week' by giving to the other party thirty (30) days written notice of such intention.***

- (h) ***The twelve (12) hours shift schedule will continue, subject to the exclusive right of the Company, pursuant to Article 2.01 (a) of the Collective Bargaining Agreement, to discontinue the twelve (12) hour shift schedule and replace it with any schedule the Company deems appropriate.***
 - (i) ***Should the 'Compressed Work Week Agreement' be terminated, all employees will revert back to their previous eight (8) hour shift schedule and the terms of the Collective Bargaining Agreement.***
 - (j) ***Overtime will not be paid if incurred as a result of implementing or discontinuing the Compressed Work Week.***
- 16.06** ***Employees will be paid two (2) times their basic hourly rate for any time actually worked in excess of:***
- (a) ***eight (8) hours in one work day, or twelve (12) hours in one work day (if on the compressed work schedule), or***
 - (b) ***forty (40) hours in one work week, or forty-four (44) hours in one work week (if on the compressed work schedule), or***
 - (c) ***the employee's regular work schedule, or***
 - (d) ***for all hours worked on the sixth (6th) day worked by the employee in the work week, or***
 - (e) ***eighty (80) hours in a two-week pay period.***

16.07 The Company shall give notice of overtime as far in advance as possible. The Company will endeavour to distribute the overtime work equitably among those

capable of performing the work. Unscheduled overtime shall be voluntary, except when an employee cannot be relieved, in which case he/she will not be required to work more than four (4) hours, or in the event of an emergency.

16.08 Time allowed as overtime in any work day shall not again be allowed as overtime in any work week.

16.09

- (a) An employee who is called in to work outside of **his/her** regular scheduled hours shall be guaranteed four (4) hours work or at the Company's option shall be given four (4) hours pay at his/her basic hourly rate without being required to work the full period, in which case he/she shall not be considered to have worked any time. If he/she is entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked, such payment shall be at two (2) times his/her basic hourly rate and if such payment is greater than four (4) hours pay, he/she shall receive the larger amount.
- (b) An employee who is called out for emergency repair work, and who works at least four (4) hours outside his/her regular shift as a result of the call out, and if **his/her** next scheduled shift commences within eight (8) hours of the completion of his/her call out, **he/she** will be excused from his/her next scheduled shift. If the employee elects to work the **first** half or the last half of the above mentioned shift, then he/she will be excused from the remainder of the shift, but will receive pay as if he/she had worked the full shift.

16.10 An employee who reports on time for work on his/her

regular shift and was not told in advance not to report, shall be guaranteed four (4) hours work, or at the Company's option shall be given four (4) hours pay at his/her basic hourly rate without being required to work the full period. This shall not apply to employees who are returning to work after an **unauthorized** absence.

16.11

- (a) In any week in which a Public Holiday occurs, the work week shall be reduced by eight (8) hours for each such holiday.

- (b) ***In the event an employee changes shifts that are of a different duration, in a pay period in which a Public Holiday occurs, and does not qualify for overtime in the week in which the Public Holiday occurs by virtue of the occurrence of the public holiday, then the pay period will be reduced by eight (8) hours for each such Public Holiday, such that overtime will be paid for all time actually worked in excess of seventy-two (72) hours (if one public holiday) or sixty-four (64) hours (if two public holidays) during that pay period.***

CALLOUT BOARD

Recognizing that absentee problems increase costs and reduce productivity the Union and the employees agree to establish a voluntary call board system to assist in replacing absent employees. Employees on time off, who are available to work, will enter their names on the board and be available for work if called. In the event that not enough qualified employees are available to meet the requirements of the operation, it is understood and agreed for the continuance of the Compressed Work Week that the Company will establish a compulsory

rotation selection of such operating personnel which will be mandatory and that any mandatory standby provisions will not result in costs to the Company.

The Company reserves the right to schedule all its employees on a eight hour shift schedule during a period of emergency. As much advance notice as possible will be given to the employees.

- 16.12** An employee who is required to work overtime in excess of two (2) hours following the end of his/her regular scheduled shift shall be provided with a lunch. A further lunch will be provided at intervals of four (4) hours thereafter so long as such employee remains continuously at work.

ARTICLE 17

Departments and Seniority Lists

- 17.01** For the purpose of applying the provisions of this Agreement, the departments shall be as follows:

- (a) Mine Department
- (b) Plant Department
- (c) Concentrator Department
- (d) Office and Technical Department

- 17.02** The Company will prepare lists of the employees showing their last date of hire into the Company's service and their last date of hire with the Company

sorted by department. Such lists shall be posted and remain for a period of three weeks for the express purpose that any employee may make a complaint as to the correctness of the date of **his/her** last entry into the Company's service. At the end of this three (3) week period the lists, including any corrections which have been made, shall become final.

Seniority lists shall be revised and posted during the months of April and October. A copy of the corrected list will be supplied to the Union.

ARTICLE 18

Special Training

18.01 Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time **to** time to designate to the Union individuals who, on their own volition are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company (including students in temporary employment), not exceeding at any one time **fifteen (15)** or three percent (**3%**) whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with their services, and direct their efforts from time to time, free from any limitations, provided for in this Agreement; provided, however, that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee.

ARTICLE 19

Safety and Health

19.01 The Company and the Union **recognize** the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health and conditions and the enforcement of safety rules and procedures.

19.02 The Company agrees to continue its present practices with regard to the supply of required personal safety equipment.

19.03

- (a) The Company and the Union agree to continue the present Joint Safety and Health Committee in accordance with the requirements of the Occupational Health Act and regulations thereunder. Where an Occupational Health Committee member is required under this Act and is not immediately available, the Steward in the area concerned will act as his/her designate.
- (b) Members of this Committee will not suffer a loss of earnings because of their duties on this Committee, nor when, with the Company's approval they attend Seminars or Courses on Occupational Health and Safety.
- (c) If a Committee member is on scheduled time off he/she will be paid his/her basic hourly wages for time spent in attendance at the meeting. Such time will not be considered as **time** worked for the purpose of calculating overtime.

- (d) When an inspection is made at the Mine by a Mine Inspector the Union Co-Chairperson of the Committee or his/her designate shall accompany the Mine Inspector.
- 19.04** The Company agrees that any employee who is required by the Company to undergo medical examination or x-rays shall not suffer loss of earnings.
- 19.05** Where an employee has reasonable grounds to believe that the work in which he/she is engaged or the conditions of his/her work place are unusually dangerous to his/her health or safety, he/she shall cease such work and immediately thereafter notify his/her Supervisor and shall not be required to resume such work until the Supervisor has investigated and, where necessary, corrected the unsafe working conditions. Where an employee continues to believe that his/her work place is unusually dangerous he/she shall not be required to resume the work complained of until the Co-Chairpersons of the Occupational Health Committee, or their designates, or an Occupational Health Officer has investigated the matter and advised him/her otherwise.

ARTICLE 20

Handicapped Employees

- 20.01** In the event an employee sustains an injury at work, or becomes affected by an occupational disease during the course of his/her employment and becomes physically handicapped as a result thereof, every reasonable effort will be made by the Company to give the handicapped employee a job suitable to his/her condition if such is

available. The Company shall have the right to transfer such employee to another Department in accordance with Section 10.02.

ARTICLE 21

Copies of Agreement

- 21.01** The Company shall arrange to have copies of this Agreement printed in a suitable booklet for reference of employees and make one (1) copy available to each employee and one hundred copies (100) to the Union.

ARTICLE 22

Wages

22.01

- (a) The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated January 30, 1976, (herein referred to as "the Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.
- (b) Reference in the Manual to such jobs as trade or craft, assigned maintenance, clerical or technical, group leader, testing or inspection, learner, apprentice, instructor, spell hand, shall not of itself establish existence of such jobs in the operations of the Company or determine that such jobs are within or are not within

the bargaining unit.

- (c) Job Classes and Job Titles shall be as set forth in Appendix "C" attached hereto and forming part of this Agreement.

- 22.02** Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

Standard Hourly Wage Scale

- 22.03** During the term of the Agreement the standard hourly rate for Job Class 1 and the standard hourly rate for all job classes of Production and Maintenance employees above Job Class 1 shall increase in the following manner:

	Job Class 1	Increment
<i>May 1, 1993</i>	\$13.72	46.0¢
<i>May 1, 1994</i>	\$14.14	47.0¢

Job Class	May 1, 1993	May 1, 1994
	13.72	14.14
2	14.18	14.61
3	14.64	15.08
4	15.10	15.55
5	15.56	16.02
6	16.02	16.49
7	16.48	16.96
8	16.94	17.43
9	17.04	17.90
10	17.86	18.37
11	18.32	18.84
12	18.78	19.31
13	19.24	19.78

14	19.70	20.25
15	20.16	20.72
16	20.62	21.19
17	21.08	21.66
18	21.54	22.13
19	22.00	22.60
20	22.46	23.07

22.04 Effective on the dates specified in Section **22.03**, all employees shall have their rates of pay adjusted as follows:

- (a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section **22.03**, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Section **22.03**.
- (b) If the employee is receiving an out-of-line differential prior to the dates specified in Section **22.03**, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class I has been increased, as provided in Section **22.03** and the following shall govern:
 - (1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section **22.03**, the amount by which such employee's new rate is greater than the rate provided in Section **22.03**, shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
 - (2) If the employee's new rate resulting from such increase is equal to or less than the standard

hourly rate for the job, as provided in Section **22.03**, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section **22.03**, and the former out-of-line differential shall be terminated.

- 22.05** As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.
- 22.06** Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.
- 22.07** Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

Out of Line Differentials

- 22.08** The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:
 - (a) Name of incumbent to whom such "out-of-line differential" is to be paid.

- (b) Job title of job on which out-of-line differential is to be paid.
- (c) Job classification of such job.
- (d) Standard hourly rate of such job.
- (e) Amount of out-of-line differential.
- (f) Date such out-of-line differential became effective.

22.09 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section **22.08** shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

22.10 If an employee with an out-of-line differential is transferred or assigned to a job having a **higher** standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

22.11 If, as a result of layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

22.12 If such employee referred to in Sections **22.10** and **22.11** shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

22.13 When an employee would, in accordance with the terms

of this Agreement, be entitled to receive his/her regular rate, ~~he/she~~ shall also receive any out-of-line differential to which he/she is entitled.

- 22.14** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- 22.15** Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

Learner Rates

- 22.16** Learner jobs requiring “learner” rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.
- 22.17** A schedule of learner rates for the respective learning periods of **520** hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:
- (a) Code **C**: Seven to twelve months:
 - 1) One learner period classification at a level two job classes below the job class of the job.
 - (b) Code **D**: Thirteen to eighteen months:

- 1) A first learner period classification at a level four job classes below the job class of the job, and
 - 2) A second learner period classification at a level two job classes below the job class of the job.
- (c) Code E and higher: Nineteen months and above:
- 1) A first learner period classification at a level six job classes below the job class of the job.
 - 2) A second learner period classification at a level four job classes below the job class of the job, and
 - 3) A third learner period classification at a level two job classes below the job class of the job.
 - 4) Employees who have had no related work experience in relation to the respective job shall serve an additional **520** hours of work in the learner period two job classes below the job class of the job.

22.18 The learner periods, as provided in Section **22.17** shall apply to those jobs listed in Appendix “**B**” of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Appendix “**B**”. Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Section **22.19** and **22.20** apply.

22.19 The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:

- (a) in the case of an employee hired for the learning job the standard hourly **rate** for Job Class **2**; or
- (b) in the case of an employee transferred from another job in the plant, the lower figure **of**:
 - 1) the standard hourly rate of the job from which transferred; or
 - 2) the standard hourly rate of the job being learned.

22.20 The learner provisions set forth in Section **22.19** shall **apply**:

- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed **520** hours.
- (b) only to provide replacements for job vacancies; and
- (c) in accordance with the provisions of this Agreement for **filling** vacancies.

22.21 The Company shall furnish the Union on the form set forth as Exhibit **"F"** of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section **22.17** shall apply only to jobs in this list.

22.22 Employees' time spent on a job requiring a learner schedule shall be cumulative.

22.23 Any employee who has qualified for a job through a

learner schedule shall not be required to repeat that learner schedule.

- 22.24** The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section **22.17**. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he/she has acceded, shall maintain his/her current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his/her present rate.
- 22.25** Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

General

- 22.26** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.
- 22.27** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.
- 22.28** Prior to being assigned to the standard hourly rate of a trade or craft, an employee must obtain a valid Saskatchewan Journeyman's license or a **recognized**

equivalent in **his/her** trade.

Time Off for C.W.S. Committee

- 22.29** To facilitate their functions under the **C.W.S.** Program the Company agrees to grant time off from their regular work to three **(3)** employees who shall be selected by the Union to act on its **C.W.S.** Committee. Employees so selected shall suffer no loss of earnings or seniority during such time.

Premium Allowances

- 22.30** Effective May 1, 1991 the Company will pay an employee who is scheduled to work on a Sunday a premium of one dollar and seventy-five cents **(\$1.75)** for each hour actually worked on a Sunday. This is in addition to any shift or underground differential. Sunday premium shall not be paid for the hour(s) an employee works at overtime rates or on a Statutory Holiday.

22.31

- (a) Effective May 1, 1991 a shift differential of fifty-five **(55¢)** will be paid for each hour actually worked on a afternoon shift and fifty-five **(55¢)** for each hour actually worked on a night shift, **by employees on the eight (8) hour schedule.**
- (b) **Shift differential of seventy-three cents (73¢) will be paid to an employee on the twelve (12) hour shift schedule for each hour actually worked on the 8:00 p.m. to 8:00 a.m. shift.**

- 22.32** A premium of forty cents **(40¢)** per hour will be paid for

all hours actually worked underground.

Cost of Living Allowance (C.O.L.A.)

22.33

- (a) A Cost of Living Allowance (**C.O.L.A.**) will become effective in April **1983**. Reference shall be made to the official consumer price index — **C.P.I.** (All Canada **1971** = **100**) as published by Statistics Canada.

Should the **C.P.I.** for March **1983** (as published in April **1983**) exceed the **C.P.I.** for March **1982** by more than eleven percent (**11%**) then the difference between the **C.P.I.** and eleven percent (**11%**) will be applied to the average rate and the product thereof shall be used to increase Job Class one (**1**).

The **C.O.L.A.** will become payable the first full pay period following publication of the March **C.P.I.** for **1983**.

- (b) The above Cost of Living Allowance (**C.O.L.A.**) shall not apply during the term of this Agreement.

ARTICLE 23

Bulletin Boards

- 23.01** The Company agrees to provide the Union with six (**6**) bulletin boards, one in each Department, one in the **Loadout** area and one in the Mill lunchroom. These bulletin boards shall be for the exclusive posting of notices of Union meetings, social **affairs** or any reasonable, non-controversial business matters of the Union.

- 23.02** The Union will be permitted to distribute newsletters and bulletins from the local and international union. Before doing so they will inform the Company that the distribution has been approved by the Union.

ARTICLE 24

Notices

- 24.01** Any notice in writing either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

TO THE COMPANY:

Central Canada Potash
Noranda Minerals Inc. P.O. Box 1500
Colonsay, Saskatchewan
S0K 0Z0

TO THE UNION:

United Steelworkers of America
C.L.C. Local 7656
No. **200, 3311** Fairlight Drive
Saskatoon, Saskatchewan
S7M 3Y5

- 24.02** Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.
- 24.03** Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 25

Union Security

25.01 As prescribed by the Trade Union Act, "every employee, who is now or hereafter becomes a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his/her employment, apply for and maintain membership in the Union as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union, shall as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be paid, by the members of the Union".

25.02

- (a) The Company will deduct from the wages owed to each employee in the bargaining unit (who has duly completed upon commencement of employment and assignment of wages for Union dues) in a two week pay period, effective March 1, 1989, an amount equal to 1.3% of total earnings for the pay period, exclusive of lump sum payments to members not attributable to a particular earnings period, with a limit or cap of 1.1538 times average hourly earnings for the pay period. The minimum dues payable are five dollars (\$5.00) in the month provided an employee is in receipt of wages for five (5) days or greater. Such amounts deducted for each pay period which falls within the month shall be submitted to the Financial Secretary of the Union

within two (2) weeks after the month end following the last pay period in the month.

- (b) The Company will deduct from lump sum payments owed to members, not attributable to earnings in a particular earnings period, an amount equal to 1.3% of such lump sum without reference to dues calculation in (a) above, and such amount calculated shall be submitted to the Union as in (a) above.

Humanity Fund

- (c) At the time the Company makes the deductions under **25.02** (a) the Company agrees to deduct one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked, and within two (2) weeks following such deduction pay the amount so deducted to the "Humanity Fund" by forwarding said deductions to the United Steelworkers of America, C.L.C. Local 7656, No. 200, 3311 Fairlight Drive, Saskatoon, Saskatchewan, S7M 3Y5. All employees' deductions are voluntary and may be cancelled at any time.

25.03 In accordance with the Trade Union Act, a list of employees, who have provided the Company with such authority, shall accompany the payment to the Union.

25.04 The Union agrees to indemnify and save the Company harmless from any liability or action, arising out of the operation of this Article.

ARTICLE 26

Technological Change

- 26.01** It is **recognized** that it is in the interest of the Company and the employees that the Company take advantage of technological change. Both parties also **recognize** the importance of lessening the effect of such change upon the employment security and the earnings of the employees as a result of such change.
- 26.02** Technological change shall mean: A change in work methods as a result of automation of equipment, the **mechanization** or automation of duties, the replacement or addition of equipment or machinery; which results in the displacement of an employee from his/her regular job.
- 26.03** The Company shall notify the Union of a technological change that affects the employment security and earnings of the employees, as soon as possible and will do so at least one hundred twenty (**120**) days prior to the date on which such change is to be effected and such notice shall be in writing and shall state:
- (a) the nature of the technological change;
 - (b) the date upon which the Company proposes to effect the technological change, and
 - (c) the names, seniority dates and classifications of the employees affected.
- 26.04** The Company agrees to **recognize** a Technological Change Committee to provide for consultation and cooperation between the parties with respect to the

implementation of a technological change, retraining of employees, the introduction of new or modified equipment or changes in methods of operation. The Company agrees not more than three (3) employees will be off work for this committee at one time and they will not suffer loss of pay while attending meetings with the Company. Meetings will be held at least quarterly.

Training Benefits

26.05

- (a) All reasonable efforts will be made to provide an employee with training or retraining on a job which could potentially provide as closely as possible the job classification level which he/she held before his/her displacement. Subject to operating requirements and the availability of training opportunities, the Company will endeavour to have this on-the-job training or retraining done in the employee's department. In the event that the Company is in a position to offer the displaced employee a training or retraining opportunity either in his/her own or another department, upon the agreement of the Union, the provisions of the Collective Agreement regarding the posting of training opportunities will not apply.

- (b) An employee with three (3) years service who is displaced to a lower rated job will be eligible for wage rate classification maintenance as follows:
 - (i) For the first twelve (12) months of displacement the individual's wage classification will be maintained.

- (ii) For the second twelve (12) months of displacement the individual's wage classification will be reduced by one class.
- (iii) Thereafter, the individual's classification will be reduced by one class every six (6) months, until it is reduced to the highest classification to which he/she could have moved by virtue of the exercise of his/her qualifications and seniority.
- (iv) If, at any time, an employee bids for and is awarded a higher classification than the one to which he/she was displaced, but lower than the classification he/she held at the time of the original displacement, the provisions of this clause will continue to apply until the reduction reaches the classification to which he/she has moved.
- (v) If, at any time, an employee fails to bid on or accept a posting for a higher classification than the classification to which he/she was displaced the provisions of the clause will then cease to apply and his/her classification will be reduced to the classification of the job he/she is performing.
- (vi) Where, at the time of the original displacement the employee elected to take a job in a classification lower than the classification that he/she could have been able to take, then the classification protection program will only apply down to the highest classification that he/she could have taken, When that classification is attained by virtue of the operation of this clause the rate will be further reduced immediately to

the classification to which the employee elected to move.

- (vii) Where an employee has elected to take a lower job as referred to in (vi) above, and then subsequently fails to bid on, or accept a posting for a higher rated job, then the protection will immediately cease.
- (viii) Should an employee bid on a job lower than the classification to which he/she was displaced, then the protection will immediately cease.
- (ix) This process of wage rate classification maintenance will continue should the employee accept or reject an apprenticeship bid.

The application of this clause will not diminish an employee's rights under **C.W.S.**

26.06 Should the operation of the Technological Change Provisions of this Agreement result in the displacement of an employee to a lower rated job through the elimination of a job in any job class in a Department, then determination of the employee to be displaced will be made after taking into consideration the Company Seniority of the employees so affected in the department in which the Technological Change occurs.

ARTICLE 27

Severance

27.01

- (a) This severance provision will apply to people who are severed either as a result of a permanent reduction in workforce or who are displaced from the workforce by virtue of technological change.

For the purpose of this clause 'Permanent Reduction' shall be defined as the "Sum total decrease in the workforce that we don't anticipate replacing".

Where an employee is displaced as a result of a permanent reduction, said employee will have six (6) months to elect to receive severance pay or retain the right of recall. Where an employee fails to notify the Company of the election the employee will be deemed to have elected to receive the severance pay.

- (b) Severance pay will not be paid to any employee who is terminated for just cause, or who leaves the employ of the Company prior to the effective date of his/her layoff.
- (c) An employee who accepts a transfer to another **Noranda** location and is able to carry his/her seniority with him/her for the purposes of service, pension, vacation, and other benefits will not be eligible for severance pay.
- (d) An employee, upon receipt of severance pay shall lose his/her right to recall and shall be presumed to no longer have any seniority with the Company, or be deemed to be an employee of the Company.

- (e) An employee who is laid off, and to whom the provisions of point (c) do not apply, will be entitled to a severance calculated at two (2) weeks' pay, at his/her basic hourly rate, as set out in the second year of the Agreement, for each year of service from his/her date of hire.
- (f) Any severance to which an employee is entitled will be paid to the employee, by separate cheque, on his/her last day of employment.
- (g) The Company will attempt to give two months notice of the effective date of the commencement of the downsizing.

ARTICLE 28

General Provisions

- 28.01** All Letters of Understanding agreed to at these negotiations and any Letters of Understanding undertaken between the two parties during the term of this agreement will form part of this Collective Agreement.
- 28.02** The concepts for recall pursuant to article 8.05(a) and appended to this agreement shall form part of the agreement, and the provisions of the Collective Agreement shall be interpreted in a fashion consistent with the concepts appended to this agreement in Appendix "G".
- 28.03** The concepts for training of O & T personnel and appended to this agreement shall form part of this agreement, and the provisions of the Collective

Agreement shall be interpreted in a fashion consistent with the concepts appended to this agreement in Appendix "H".

- 28.04** *The concepts for the placement of dislocated employees and appended to this agreement shall form part of this agreement, and the provisions of the Collective Agreement shall be interpreted in a fashion consistent with the concepts appended to the agreement in Appendix "J".*

ARTICLE 29

Duration of Agreement

- 29.01** This Agreement shall become effective on the 19th day of October, 1993 and shall remain in effect until the 30th day of April, 1995, subject to any other provisions contained herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 10th day of November, 1993.

SIGNED FOR:

CENTRAL CANADA POTASH
Noranda Minerals Inc.

E. Brokx
E. Brochu
H. Stoughton
K. Currie
F. Corcoran
L. Tucker
D. Hallworth

UNITED STEELWORKERS OF AMERICA

Local **7656**

B. Wilke - Staff Representative

H. Heaton

A. Thompson

S. Sivertson

B. Moore

R. Collins

R. Wawryk

B. Rowlands

K. Neumann - Director District 3

APPENDIX "B"
LEARNER PERIOD CLASSIFICATION ANALYSIS

COMPANY: Central Canada Potash Division, Noranda Minerals Inc.

February 1, 1977
 * Revised May 22, 1991

					Hours & Job Class For Learning Periods			
					520 hours	520 hours	520 hours	
Plant Code	Standard Code	Standard Title	Months Factor 2	Job Class	No. of Learner Periods	1st Period	2nd Period	3rd Period
		Shaftman	25 - 30	16	3	10	12	14
		Hoistman	7 - 12	12	1	10		
		DD&B I*	25 - 30	18	2	1,560 hours	1,560 hours	
		DD&B II*	19 - 24	14	2	16	17	
						12	13	

Company by: _____

Union by: _____

APPENDIX C

SCHEDULE OF JOB CLASSES AND JOB TITLES

JOB CLASS	JOB TITLES
1	
2	Janitor-Mill Labour — Mill
3	Labourer — Mine Labourer — Service
4	Car Switcher
5	Bridge Helper Car Loader Dryman Warehouse Person II
6	Bobcat Operator — Mill Lubricator Sandblaster/Painter Service Person Tool Crib Attendant — Mill Utility Man
7	Belt and Screen Attendant Cage Tender Forklift Operator Roof Bolter Operator Skip Tender Trackmobile Operator Undercutter Operator
8	Floor Planer Mill Truck Driver

Sample Analyst
Service Truck Driver
Tool Crib Attendant - Mine
Tractor Operator
Warehouse Person I — Surface
Cable Repair
Utilityperson - Underground

- 9** **Scaler**
Shuttlecar Operator
Tireman
Warehouse Person I — Underground
- 10** **Circuit A**
Weighman
- 11** Bridge Operator
Circuit B
Loader Operator
Ore Storage & Reclaim Operator
- 12** Load-Haul-Dump Operator
Mobile Equipment Operator
Product Screening Operator
- 13** **Hoistman**
- 14** Compaction Operator
Diamond Drill & Blaster - 2
Constructionman
- 15**
- 16** Constructionman **L/H**
- 17** Process Operator

- 18 Diamond Drill & Blaster - 1
 *Electrician—**Wireman**
 *Heavy Duty Mechanic
 *Industrial Mechanic
 *Machinist
 *Welder
 *Instrument Technician
- 19 Mining Machine Operator
Process Operator
 Stationary Engineer
- 20 Electrician**Leadhand**
 Heavy Duty Mechanic **Leadhand**
 Instrument Technician **Leadhand**
 Machinist**Leadhand**
 Electronic Technician

*Journeyman Rate: Saskatchewan Journeyman Ticket or **recognized** equivalent.

Non-Ticketed Tradesman-Job Class **16**

Training of Employees for Trade or Craft Jobs

Employees training through apprenticeship courses in a given trade or craft shall commence their training at the beginning of the first **1040-hour** period and be paid the standard hourly rate for Job Class 5 unless assigned to a higher **1040-hour** period, in which case they shall be paid the standard hourly rate appropriate to the period to which they are assigned, and shall thereafter, at the conclusion of each training period of **1040** hours of actual training experience with the Company be advanced to the standard hourly rate for the job class of the succeeding period as set out in the following schedule.

MULTI-SKILL **RATES** FOR MILL CONCENTRATOR

- (a) The Mill Concentrator will be divided into two (2) groups as follows:

Group	Job Class	Jobs
I	7, 8, 9, 10	Sample Analyst Trackmobile Belt and Screen Circuit A Weighman
II	11, 12, 13, 14	Circuit B Circuit C Compaction II Ore Storage & Reclaim

- (b) An employee who is performing in one of the above Groups and is qualified to perform an additional job within that Group will be paid **fifteen** cents (**15¢**) above the standard hourly rate of the job he/she is currently performing.

- (c) An employee who is performing in one of the above Groups and is qualified to perform an additional two or more jobs within that Group will be paid thirty cents (**30¢**) above the standard hourly rate of the job he/she is currently performing.
- (d) An employee who is performing in Group **II** and is qualified to perform an additional **three (3)** jobs in Group II will be paid forty-five cents (**45¢**) above the standard hourly rate of the job he/she is currently performing.
- (e) In order to qualify for the multi-skilled rate an employee must have worked the following number of shifts in each job:
- | | |
|----------|------------------|
| Group I | 360 hours |
| Group II | 540 hours |

APPENDIX D

APPRENTICESHIP AND TRAINING

1.01

- (a) Apprenticeship vacancies shall be posted in accordance with Article 9 of this Collective Agreement, excluding the provisions of Section **9.01**, and be filled by the qualified applicant employee with the greatest Company seniority. Notwithstanding any provision contained in this Agreement, qualified journeymen in one trade will only be given consideration for indentureship in another trade when there is no other qualified applicant.
- (b) ***Employees enrolled in a program for educational upgrading prior to a posting for an apprenticeship will be given one opportunity to write the 'entrance requirement' exam as administered by the Apprenticeship Board. This will be limited to three persons for each apprenticeship posting.***

1.02 Employees who are indentured will be given leaves-of-absence in order to attend formal training in accordance with the number and types of courses offered and the ability of the Company to meet its normal requirements of operation.

1.03 While attending formal training an apprentice will receive his/her normal weekly earnings (hours worked x hourly rate) plus shift differentials, where applicable, less any amount of grant the apprentice receives from Canada Manpower or any other source. ***Such make-up pay is limited to eight (8) hours per day and forty (40) hours per week while in attendance at such school,***

1.04

- (a) When an employee in the Plant Department is indentured his/her regular hourly rate will be maintained until such time as his/her apprentice rate level becomes greater than **his/her** regular rate at which time his/her rate shall be increased **to** the apprentice rate.
- (b) When an employee from the Mine or Concentrator or Office and Technical Department is indentured, his/her regular hourly rate will be maintained in accordance with the schedule below until such time as his/her apprentice rate level becomes greater than the rate set out below at which time his/her rate shall be increased to the apprentice rate.
- 1) Less than one (1) year of service — appropriate apprentice rate.
 - 2) One (1) to two (2) years service — 8 job classes below employee's regular rate.
 - 3) **Two (2)** to three (3) years service — 6 job classes below employee's regular rate.
 - 4) Over three (3) years service — 4 job classes below employee's regular rate.
 - 5) Over five (5) years service — 2 job classes below employee's regular rate.
 - 6) Over seven (7) years service — maintain the employee's regular rate or Job Class 17, whichever is the lesser.
- (c) For the purpose of clause 1.04 (b) above the increment to be used in the reduction of an **Office** and Technical

employee's rate shall be the increment of the Production and Maintenance Group as set out in Article **22.03** of the Agreement to the nearest Job Class.

- 1.05** Where an employee is indentured according to the provisions as laid out in Section **1.01** or a request for a transfer or otherwise, he/she will be paid in accordance with the level of apprenticeship qualification into which he/she is accepted.
- 1.06** The Company shall endeavour to allow non-journeymen and journeymen in trade positions, as requested by them, leaves-of-absence to attend work related courses approved by the Company for the purpose of upgrading their skills and will maintain their basic hourly earnings during attendance at such courses.
- 1.07** Determination of the level of apprenticeship and entry qualifications shall be made by the Provincial Director of Apprenticeship.
- 1.08** Any employee who desires to take a self-improvement course may prior to commencing such course make application to register the course with the Human Resource department who will advise the applicant whether or not the proposed course is work related and is acceptable to the Company. If so, the Company will, upon successful completion of the work related course, reimburse the employee the full cost of such course provided that at such time of completion of the course the employee shall be in the employ of the Company, and proof of course costs and successful completion are received.
- 1.09** Subject to requirements of operations and upon request an Indentured or Non-indentured apprentice will be given work experience in the various areas of the operation.

APPENDIX "D"
SCHEDULE OF APPRENTICE TRAINING

1040 Hour Training Periods

Trade Job Class	1st	2nd	3rd	4th	5th	6th	7th	8th	Top Rate
JOB CLASSES									
Indentured Apprentice									
18	5	6	7	8	10	12	14	16	18
JOB CLASSES									
Non Indentured Apprentice									
18	3	4	5	6	8	10	12	14	16

APPENDIX E

OFFICE TECHNICAL WAGES

- 1.01** All reference to Co-operative Wage Study Program as set out in Article 22 shall not apply to Office and Technical jobs.
- 1.02** The Co-operative Wage Study, (C.W.S.) Manual for Job Description, Classification and Wage Administration of Clerical and Technical jobs, dated April 2, 1980 (herein referred to as "the Clerical and Technical Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.
- 1.03**
- (a) Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.
- (b) Office and Technical Job Classes and Job Titles shall be as set forth at the end of this Appendix and forming part of this Agreement.

Time Off for Office and Technical C.W.S. Committee

- 1.04** To facilitate their functions under the Office and Technical C.W.S. Program the Company agrees to grant time from their regular work to two (2) employees who shall be selected by the Union to act on its Office and Technical C.W.S. Committee. Employees so selected shall suffer no loss of earnings or seniority during such time.

Office and Technical Standard Hourly Wage Scale

- 1.05** During the term of the Agreement the Standard hourly rate for Job Class "0" and the Standard hourly rate for all job classes of Office and Technical employees above Job Class "0" shall increase in the following manner:

	Job Class 0	Increment
<i>May 1, 1993</i>	<i>\$10.88</i>	<i>83.0¢</i>
<i>May 1, 1994</i>	<i>\$11.28</i>	<i>84.5¢</i>
Job Class	May 1, 1993	May 1, 1994
0	<i>10.88</i>	<i>11.28</i>
	<i>11.71</i>	<i>12.125</i>
2	<i>12.54</i>	<i>12.97</i>
3	<i>13.37</i>	<i>13.815</i>
4	<i>14.20</i>	<i>14.66</i>
5	<i>15.03</i>	<i>15.505</i>
6	<i>15.86</i>	<i>16.35</i>
7	<i>16.69</i>	<i>17.195</i>
8	<i>17.52</i>	<i>18.04</i>
9	<i>18.35</i>	<i>18.885</i>
10	<i>19.18</i>	<i>19.73</i>
11	<i>20.01</i>	<i>20.575</i>
12	<i>20.84</i>	<i>21.42</i>
13	<i>21.67</i>	<i>22.265</i>
14	<i>22.50</i>	<i>23.11</i>

- 1.06** In addition to the standard hourly rates a schedule of training and development progression rates is established containing the following:

- (a) an intermediate rate at a level one job class increment below the standard rate

- (b) a starting rate at a level two job class increments below the standard rate: and
- (c) a training rate at a level three job class increments below the standard rate.

1.07 The schedule of progressional rates defined in Article 1.06 applies to each job in the respective job classes for periods of time as follows:

- (a) job classes 3 to 7 inclusive: two periods each of **520** hours worked
 - 1) the first at a starting rate,
 - 2) the second at an intermediate rate.
- (b) job classes 8 and higher: the first and second periods at **520** hours worked, the third period at **1,040** hours worked.
 - 1) the first at a training rate
 - 2) the second at a starting rate
 - 3) the third at an intermediate rate.

1.08 The established training, starting, intermediate or standard hourly rate shall apply to each employee during such times as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

1.09 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to the next higher applicable rate to be at intervals as specified in Article 1.07 of this Agreement.

- 1.10** An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate or standard rate of the job to which promoted which is next higher than the rate from which promoted, and thereafter the respective arrangement as specified in Article 1.07 regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- 1.11** An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred and:
- (a) if training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement as specified in Article 1.07 regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or
 - (b) if training for the job to which transferred was not provided by the job from which transferred, the respective arrangement as specified in Article 1.07 regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall **apply**.
- 1.12** An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted if such standard rate is equal to or less than the rate from which demoted, and otherwise to the intermediate, starting or training rate

which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement as specified in Article 1.07 regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during the demotion, and thereafter the respective arrangement as specified in Article 1.07 shall apply.

- 1.13** A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Company on the working day following the date upon which such employee completed such period. As of the date, such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period.
- 1.14** An employee hired shall be assigned to the training, starting, intermediate or standard rate of the job and thereafter the arrangement for progression as specified in Article 1.07 of this Agreement shall apply.

General

- 1.15** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications, or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

- 1.16** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

Schedule of Office and Technical Job Classes and Job Titles

Job Class	Job Title
0	
2	
3	
4	Purchasing Clerk
5	Mill Clerk Mine/Plant Clerk
6	Accounts Receivable Clerk Material Systems Clerk Security Guard
7	
8	Accounts Payable Clerk Process Laboratory Technician Survey Instrumentation Person Traffic Clerk
9	Paymaster
10	Buyer Systems Operator
11	Draftsman Maintenance Technician Mine Maintenance Planner Senior Chemist Surveyor
12	Cost Accountant

APPENDIX "F"**NOVEMBER**

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3
Shift A	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N
Shift B	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D
Shift C	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-
Shift D	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-

DECEMBER

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Shift A	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N
Shift B	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D
Shift C	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-
Shift D	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-

JANUARY

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Shift A	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N
Shift B	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D
Shift C	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-
Shift D	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-

APPENDIX G

ARTICLE 8.05 (A)

CONCEPTS TO BE CONSIDERED FOR THIS ARTICLE

1. Employees must communicate desire to return within **10** days of mailing of notice of recall.
2. Employees will return to work within **15** days of the mailing of the notice of recall.
3. For the period of time during which an employee retains his seniority from the date of layoff as set out in Section **8.04** he/she will have a preferential right of rehire for jobs which are occupied by employees and which are not of a temporary or emergency nature.
4. The following procedures would form the basis of the recall to regular jobs.
 - a) Employees will be sent notices of recall. Such notices will be by registered mail to the last address that the employee has recorded with the Company. If an employee does not respond to such notice, then the Company will not be required to rehire the individual.
 - b) The notice will contain information as to the job for which it is anticipated the employee is being recalled.
 - c) In so far as is possible the employee will be recalled to the position that he/she occupied at the time of the layoff.

- d) The Company will provide to the Union a list of persons to be recalled and the anticipated positions to which the employees are being recalled, and will also contain an indication as to the date on which the Company intends to issue the notices of recall. This list will be provided to the Union as much in advance as possible, and no less than five days in advance of the anticipated date of the issue of the recall, so that they may cooperate to ensure the accuracy thereof.
- e) The Union will review said list and communicate with the Company as to any employees who by virtue of unusual circumstances beyond the employee's control in their employment history are perceived by the Union to have been inappropriately placed.
- f) The Company will meet with the Union to consider the merits of these cases and determine if there should be an alteration made to the notices of recall. This would not preclude the Company and the Union from meeting at any time in advance of an intention to issue a recall to consider and resolve such unique circumstances.
- g) After any such meeting the Company would issue the recalls.
- h) Should the Company and the Union not reach agreement on the special cases listed in e) above the parties may refer the matter to Arbitration.

- i) If for any reason other than the operation of the above provisions it is not possible to recall the employee to the position that he/she occupied at the time of the layoff, then the Company will refer to the employee's employment history with the Company to determine what other positions the employee may be qualified for.
- j) Once such a determination is made the employee will be offered in so far as is possible a position that is as near as possible to the position that he/she occupied at the time of layoff in terms of wage rate so as to ensure as little reduction in earnings as possible.
- k) Should an employee who is not recalled to the position he/she occupied prior to the layoff, but who does return to the position offered, has reasonable cause to believe that he/she is qualified and has greater seniority than a person who was recalled to that position, then he/she shall within ten (10) days of his/her return to work make known to the Company the person he/she believes was wrongly placed in the position.
- l) Upon receiving such a complaint the Company would investigate the complaint, and if there is merit to the complaint the Company would return the complainant to the position that he/she occupied at the time of the layoff. The Company would then determine which position the person who has been wrongly placed should be moved to be given consideration of his/her qualifications and seniority.

- m) In the case of an employee who is recalled to a position that is not the position that the employee occupied at the time of layoff, but is recalled to a position that carries a lower wage rate, and who has reasonable cause to believe that he/she is qualified and has the seniority to hold another position, then he/she shall make his concerns known in a fashion consistent with that set out above.
 - n) The Company would respond to such a complaint in a fashion consistent with that set out above.
5. The provisions of **8.05 (b)** and **(c)** would continue to **apply**.

APPENDIX H

CONCEPTS TO BE CONSIDERED FOR TRAINING OF O&T PERSONNEL **TO** PROVIDE JOB OPPORTUNITIES

1. The Company will commence the process of developing an inventory of prerequisite skills and experience required to obtain a position within the O&T Group.
2. Skills and experience for positions within the O&T can be separated into various types of **preskills** and experience.
3. In order of degree of ease of obtaining such skills they would fall into the following categories:

- a) Generic - skills and experience that can be attained in normal everyday work, or through general education.
 - b) External specific - prerequisite skill that must be obtained from outside sources.
 - c) Job specific skills - skills that would be obtained only through exposure to the position.
4. Prerequisite skills would be identified as falling into one of the three above categories.
 5. The prerequisite skills for each position will be recorded.
 6. Identified prerequisite skills will be made known to the employees and to the Union.
 7. Where the skills fall under the category of "External Specific" the Company will attempt to provide information to interested employees as to where such skills may be attained.
 8. The skills inventory may require amendment from time to time to ensure currency thereof.
 9. The Company will commence to ascertain the skills and experience of O&T employees.
 10. These skills and experiences would be recorded.
 11. These skills and experiences could be obtained either through discussions with the employee and/or through written documentation provided by the employee.
 12. This would be an ongoing process insofar as employees could obtain additional skills and experiences.

13. There is an implicit assumption that the purpose for the development of this process is to enable employees to obtain the necessary qualification to succeed to vacancies in positions with greater responsibilities and rates of pay.
14. Further there is an implicit assumption that not all persons can receive skills and experience at all times, and to this end it would be appropriate to, where ever possible to provide such skills and experience to persons in a fashion that would permit them to successfully obtain the next logical position from the position that they currently occupy.
15. In the same fashion it would probably be appropriate to consider first, the provision of experience and skills to persons in lower rated positions to attain higher paying jobs. In the initial context this would appear to apply most appropriately to persons occupying jobs up to and including Job Class 8.
16. In those job classes up to Job Class 8 there is considerable commonality of generic skills and experience. These skills are by in large of greater predominance to these positions than are External Specific Skills and experience.
17. Given that in these lower job classes **there** is the possibility to move in several directions the Company should develop a system whereby in the initial stages individuals in these lower job classes will be interviewed **to** determine their career aspirations so that there may be discussions with such individuals as to prerequisite skills and experiences that they would have to acquire **to** obtain positions of greater responsibility.
18. The aspirations of the employees will be recorded to develop training opportunities.

19. Nothing shall be presumed to preclude an individual from indicating to the Company that he/she does not desire **to** progress **to** a position of greater responsibility.
20. When this inventory is complete the Company will identify to an employee those generic and external specific skills experience that the employee must obtain to progress along the path of advancement that they so desire. It would then be incumbent on that employee to obtain such skills.
21. An employee who embarks on the obtaining of such required generic and external specific skills will then be provided with the opportunities to obtain job specific skills.
22. Where two or more employees indicate a desire to aspire to the same position and where two or more employees either have or agree to embark upon the attaining of generic and external specific skills for a position that requires job specific skills, then the Company will attempt to provide the job specific skills to individuals on the basis of seniority.
23. An exception to **22** would be those cases where the acquisition of external specific skills would take several years, and in that case it would be appropriate to consider **first** the person who has already obtained those external specific skills.
24. Where a person has obtained the generic and external specific skills and experience and the Company has provided training in the job-specific skills, then should the occasion arise whereby the Company could offer that position to the employee, the employee will be expected to take the position.

25. The Company acknowledges that an employee may desire to obtain training for one or more positions for which the individual needs to obtain all three types of skills and experience. While the Company will provide the individuals with the information as to the various skills required, in the initial stages a person would only be provided with job specific skills for one job. Once a person has obtained all the skills to take another job that person may request training for further positions. If the person making the request has the requisite generic and external specific skills then that person will be considered for training to obtain the necessary job specific skills at such time as the provision of the job specific training of the current person who is being developed under this concept has been completed.
26. It is acknowledged that it is to the employee's benefit to be able to fulfill the functions of at least two jobs above that which the employee currently holds. It is acknowledged that it is to the benefit of the Company to have such flexibility.

However, it is acknowledged that it would be inappropriate to create false expectations that such training will permit a person to attain a job in the likely expectations that there are several already qualified applicants and therefore, should such a situation arise it would be appropriate to indicate to the person that further job specific training would not be provided for that position to permit that person to **re-evaluate** his/her training desires.

27. While a person is training for their chosen position or backing up in a job, they will be deemed to be part of their regular work group for the purposes of determining their eligibility for overtime.

APPENDIX I

VOLUNTARY **EARLY** RETIREMENT PROGRAM

1. This program is in addition to, but not part of the Operational Employees Pension Plan.
2. To be eligible to take advantage of this Voluntary Early Retirement Plan the employee must have at least twenty (**20**) years continuous service with the Company and be at least sixty (**60**) years of age on the date of the commencement of retirement.
3. An eligible employee may apply to take advantage of this program of early retirement and the benefits thereof in the following circumstances:
 - a) The employee must make application to participate therein.
 - b) There must be an anticipated permanent reduction during a period determined by the Company.
 - c) In the event of a permanent reduction in the workforce as a result of a technological change in which case priority will be given to employees directly affected by the technical change.
 - d) During the period October 1 to October **31, 1993**, and October 1 to October **31, 1994**.

For the purposes of this provision, when the number of employees volunteering for early retirement exceeds the anticipated reduction level, then priority will be given, subject to the provisions of clause (c) of this provision, to

employees having the greatest seniority. If two employees or more have the same seniority, the birth date will be the determining factor and the eldest employee will have the preference.

4. The benefits in accordance with the program will be as follows:
 - a) The eligible employee shall be entitled to an allowance of **\$20.00** per month for each year of service. This allowance will be paid in the same manner as the employee's pension until the employee reaches age **65** or until the employee's death, whichever comes first. ***Effective May 1, 1994 the amount of this allowance increases to \$21.00 per month for each year of service.***
 - b) An additional allowance of **\$150.00** per month will be paid from the first day of the month following retirement and until the employee reaches age **65** or until the employee's death, whichever occurs first.
 - c) This program will also provide a monthly life annuity from age sixty-five (**65**) which will be an amount equal to the monthly reduction of the normal annuity (**1/4 of 1%** per month for early retirement) attributable to the early retirement.
 - d) The employees will continue to be covered by Supplementary Health, dental plans and basic life insurance until the employee reaches **65** years of age. The Supplementary Health and Dental Plan benefits are subject to the provisions of the Collective Agreement in effect at the time of retirement and paid by the Company.

5. If an employee's application is accepted, he/she will retire on the first day of the month approved **for** retirement.
6. Benefits in accordance with this program are in addition to the benefits provided by the Canada Pension Plan and are not limited or reduced by the aforesaid benefits or the payment of benefits in accordance with the Unemployment Insurance Plan of Canada. However, an employee eligible for this program will not be eligible for any benefits in accordance with the Weekly Indemnity Plan and Long Term Disability Plan.
7. The employee's application for benefits under this program will constitute a voluntary separation.
8. The particulars of this plan must comply with any fiscal and Human Rights Legislation as well as any other applicable legislation.

APPENDIX J

Concepts for the Placement of Dislocated Employees

1. ***Where employees are to be laid off the concept of last in, first out, subject to qualifications, should apply.***
2. ***Although the reduction could occur in one department the result of this concept could be that the person to be laid off could be in another department.***
3. ***The Company will attempt first to place displaced employees in a job that would approximate the employee's previous job class.***
4. ***Where a person in a job at job class 11 or higher is displaced the employee will be given the opportunity to take any job in the employee's department in an equal or lower job class for which the employee is qualified and for which the employee has seniority.***
5. ***Where an employee has either been awarded a job posting previously, or is trained and qualified, in another job in another department, the employee may be assigned to such other job in another department on the basis of seniority.***
6. ***Where an employee who is being displaced from a job, above job class 10 would end up in a job that is lower than job class 10 in the employee's department, then we would consider whether or not the employee's seniority and qualifications, given the availability of a 21 day familiarization period, would permit the employee to displace an employee with less Company seniority in a job class 10 classification or lower in another department.***

7. *To summarize the process and steps would be as follows:*

a) *Employees holding jobs above job class 10 may, on the basis of seniority, and with a 21 day familiarization period, take any job in the department equivalent to the employee's current job class, or lower.*

b) *If the employee previously held a job in job class 10 or above in another department, or was trained or qualified in such job, then, the employee may be assigned to such job in another department with a familiarization period of up to 21 days.*

c) *If on the basis of seniority, and qualifications, the displaced employee cannot hold a job class 10 or better in the department, then we will look to determine whether there is a job class 10 position in another department that the employee could hold. Again the 21 day familiarization period would apply.*

d) *If the displaced employee could, for example, hold a job class 10 in another department, the employee would then be given the opportunity to do so.*

e) *If the employee could not hold a job class 10 position, then we would work down the remainder of the job classes. First job class 9 in the employee's current department, then job class 9 in another department.*

f) *The same would apply downwards through 8, 7, 6, etc.*

SUMMARY OF GROUP BENEFIT PLANS

As a convenience for hourly-rated employees, a summary of group benefit plans is set out.

These plans are Life Insurance and Accidental Death and Dismemberment Benefits, Sickness and Accident Weekly Indemnity Plan, Long Term Disability Plan, Pension Plan, Extended Health Benefit Plan and Dental Plan.

Group Life Insurance and Accidental Death & Dismemberment Benefits

This plan provides basic coverage of two (2) times the employee's basic hourly rate computed as of May 1st on the formula of basic hourly rate times 2,080 hours to the nearest thousand.

An employee will be eligible for life insurance on the first day of the month following his/her date of hire.

During the period of a layoff, for six (6) months or less, Basic Life Insurance will be maintained.

Given that premium costs on Life Insurance coverage in excess of \$25,000 is deemed a taxable benefit to the employee, the employee may elect to freeze his/her life insurance at \$25,000.

The full cost of this benefit is paid by the Company.

Sickness & Accident Weekly Indemnity Plan

Effective June 1, 1991 for employees actively at work on that day, coverage will provide sixty-six and two-thirds

percent (**66 2/3%**) of an employee's basic weekly earnings to a maximum of five hundred and twenty-five dollars (**\$525.00**) per week on the **first** day of accident, or the first day of **hospitalization** or the fourth day of sickness, to a maximum of twenty-six (**26**) weeks. Effective May **1, 1992** the maximum will be increased to five hundred and fifty dollars (**\$550.00**) for employees actively at work on that day.

An individual will not be entitled to initiate a claim for weekly indemnity benefits during the period of a layoff. When an employee is recalled to work but is not able to return due to sickness, accident or **hospitalization**, then **he/she** will be permitted to initiate a claim effective on the date he/she should have returned to work. This provision will only apply to layoffs for periods of six (**6**) months or less.

The Company will pay eighty percent (**80%**) of the cost of this program.

The **U.I.C.** premium rebate will be attributed to the Company to offset its increased share of the cost of this plan.

Long Term Disability Insurance

Effective June **1, 1991**, for employees who have completed one year of continuous service and are actively at work on the day of eligibility. This program will provide an employee with a disability income on completion of the Company's Sickness and Accident program at sixty-six and two-thirds percent (**66 2/3%**) of his/her basic monthly earnings to a maximum of two thousand and five hundred dollars (**\$2,500**) per month to age **65** or the end of his/her disablement, whichever

comes first. This program does not apply to a person who is in receipt of any Workers Compensation benefits.

Benefits under the program are taxable and, effective June 1, 1991, are not reduced by other sources of disability income.

Disability is to be defined as follows:

- (a) for the first eighteen (18) months a disablement which prevents the employee from engaging in his/her regular employment and
- (b) thereafter a disablement which prevents the employee from engaging in any employment for which he/she is suitably educated or trained or for which he/she could be educated or trained.

The Company will pay eighty percent (80%) of the cost of this program.

Extended Health Benefit Plan

The following is an outline of the basic details of the plan for general information only, subject to the terms and conditions of the insurance policies issued by the insurance company.

This plan would become effective May 1st, 1994 with positive enrollment. (Positive Enrollment means only persons previously reported as dependents will have claims entertained under this plan. The responsibility for reporting dependents will be the employee's and no retroactive coverage will be allowed.)

This plan provides a comprehensive drug plan with no

deductible and with 90% reimbursement for drugs which may not be purchased without a prescription, with some limitations. This also covers life-sustaining drugs, such as insulin.

This plan also covers, with no deductible, reimbursement for the difference between ward and semi-private hospital accommodation.

Prosthetic devices, artificial limbs, durable equipment are covered at 90% reimbursement after a \$25 or \$50 deductible annually.

The plan will pay reasonable and customary charges at 90% for speech therapist, Massage Therapist, Osteopath, Psychologist, Chiropractor, Naturopath, Podiatrist, Physiotherapy - \$300 per year maximum after a \$25 or \$50 deductible.

Vision care up to \$100 for each plan member and each dependent every 24 months and dependents under 18 every 12 months.

Customary and usual charges for out of province benefits to a maximum of \$20,000 per year per member and per dependent.

Life time maximum of \$50,000 per member and dependents.

This plan will not provide benefits for any of the following charges:

- a) **For benefits the person is entitled or would have been entitled to receive under government plans in effective October 19, 1993, or**

- b) **for benefits that would have been covered under any other private or co-insurance in effect on the date the treatment was incurred, or**
- c) **for benefits which would be provided without charge in the absence of coverage under this plan.**

During the period of a lay off for six (6) months or less, Extended health Benefits will be maintained.

Pension Plan

Effective Dec 1, 1993 this plan provides a pension at retirement (age 65 years) of **thirty dollars** (\$30) per month for each year of continuous service from January 1, 1967. **Effective May 1, 1994 this amount will increase to thirty-one dollars (\$31.00) per month for each continuous year of service from January 1, 1967.** This pension is in addition to benefits payable under Government Pension Plans.

The Company pays the full cost of this Pension Plan.

Dental Plan

Effective June 1, 1991 the Dental Plan provides basic preventative and restorative treatment, and crowns, bridges and dentures. The plan reimburses eligible employees and their eligible dependents **80%** of eligible expenses to a maximum of one thousand and five hundred dollars (**\$1,500**) per person during each calendar year based upon the current dental fee schedule at the time the work is performed.

Effective June 1, 1991, the Company will provide orthodontic coverage. This coverage will be fifty-five

percent (**55%**) of orthodontic costs to a lifetime maximum of one thousand and five hundred dollars (**\$1,500**) for each plan member and each dependent of a plan member. Effective May 1, **1992** this coverage will be sixty (**60%**) of orthodontic costs to the lifetime maximum.

During the period of a layoff for six (**6**) months or less, Dental Benefits will be maintained.

The Company pays the full cost of this Dental Plan.

Employees on Maternity Leave of Absence will continue to be eligible **to** receive benefits under the Group Life, Blue Cross - **M.S.I.**, Pension and Dental Plans.

Booklets and other printed material describing the above Group Benefit Plans are available to employees and can be obtained at the Human Resource Office. The above plan descriptions are intended to be for general information only and are subject to terms and conditions of the insurance policies issued by the Insurance Companies to the Company.

LETTERS OF INTENT

The following are the Letters of Intent between the Company and the Union and are intended for the purpose of information. They do not form part of the Collective Agreement.

CENTRAL CANADA POTASH

REGISTERED

November 12, 1993

Mr. Harry **Heaton**
President
USWA Local 7656
#200, 3311 Fairlight Drive
Saskatoon, Sask.
S7M 3Y5

Dear Mr. **Heaton**,

Re: Emergency Union Business

This is to advise of the Company's intention to grant a leave-of-absence, without pay, for not more than three (3) consecutive working days, to the Union President for emergency Union business.

It is understood that the Union President will provide the Company with as much notice as possible prior to commencing such leave.

Re: Provision of Safety Boots & Protective Clothing Allowance and Clothing

This is to **confirm** the Company's intention to pay, to each employee with a minimum of twelve (12) months continuous service one hundred (\$100.00) dollars per year during the life of the current Collective Agreement.

This amount will be paid upon the Human Resource Office receiving a legitimate receipt from the employee on the purchase of appropriate safety boots and protective clothing.

We acknowledge that a number of those in the bargaining unit do not require annual purchase of safety boots and protective clothing. Those employees who have not used this allowance by April 1 will be paid the one hundred dollars (\$100.00) on their regular pay cheque for the first pay period ending after April 1.

This is to **confirm** the Company's intention to continue its present practice of issuing work clothes.

Employees will be entitled to work clothes from our warehouse supply, or any other supplier so designated by the Company, in the following manner:

- 1) Each regular employee will be entitled to two (2) sets of work clothes per calendar year.

- 2) One set consists of:
 - a) a pair of coveralls, or
 - b) a pair of pants and a shirt.

Re: Vacation Make-up Pay

This is to confirm the Company's intention that employees on Workers' Compensation, Weekly Indemnity, Maternity, or **Paternity** leave-of-absence only for more than thirty (30) consecutive days will be guaranteed vacation pay as follows:

— employees entitled to vacation under Article 14 of the Collective Agreement will be guaranteed vacation pay dependent on length of service and in accord with the schedule listed.

Such guarantee will be subject to the following conditions:

- i) Where an employee's vacation pay as calculated in accordance with Article 14 of the Collective Agreement is greater than the above schedule he/she will receive the greater amount.
- ii) "Basic hourly rate" will mean the rate of pay the employee was earning at the time he/she went on compensation or weekly indemnity (where an employee is on compensation or weekly indemnity for more than one (1) period of thirty (30) consecutive days his/her highest "basic hourly rate" will be used).
- iii) An employee must have returned to work and be taking his/her vacation to be entitled to this guarantee.
- iv) This provision covers employees who begin their compensation, illness or injury leave-of-absence after May 1, 1979.

The above stated provisions apply only to those employees who are on Workers' Compensation, Weekly Indemnity, Maternity, **or** Paternity leave-of-absence (for a period greater

than 30 consecutive days) and does not apply to employees on any other leaves-of-absence.

Should an employee qualify under these provisions, that is be on compensation, weekly indemnity, maternity, or **paternity leave-of-absence** for more than 30 consecutive days, then return to work and subsequently be off work for any other reason, the period of time that **he/she** is off work for such any other reason, will be discounted on a pro-rata basis from the amount of hours as allowed for in Article 14 of the Collective Agreement.

Any make-up **of vacation credits will be on the basis of an eight (8) hour day or forty (40) hour per week schedule.**

Re: Gross Misconduct

During negotiations it was agreed that the provisions of Article 6.06 would not apply in cases of gross misconduct.

For the purpose of clarification some examples of improper **behavior** which will be deemed to be gross misconduct are: assault, gross insubordination, being under the influence of alcohol or drugs, and **unauthorized** removal of Company or employee's property, etc.

Re: Union Office

The Company will release the President of the Union or **his/her** designate from his/her job daily so as to allow him/her four (4) hours per day, plus an additional eight (8) hours per week, in the Union Office, provided by the Company, to conduct Union business.

This time shall be at the end of the President's or designates regularly scheduled shift during week days.

Re: Temporary Employee Seniority

For the purposes of **12.05** the parties are agreed that the provisions thereof will apply only from May 1, **1989** and on.

Re: Travel Vouchers

This is to confirm the Company's intention to continue its present practice regarding the payment of travel vouchers.

Travel vouchers will be paid to an employee who drives his/her vehicle to the mine site for the purposes of working overtime as follows:

- 1) Where the overtime is a **pre-arranged** shift extension.
- 2) Where the overtime is the result of a **callout**.
- 3) Where the overtime is scheduled but does not form part of the employee's regular shift schedule.
- 4) Where an employee is advised that he/she is scheduled off for a public holiday and is subsequently advised that **he/she** will be required to work on that public holiday with less than **48** hours notice.

Re: Severe Weather

During a severe weather event, an employee is expected to **use** good judgment in assessing the safety of travelling to work. However, a reasonable effort to report to work is required.

Time cards are to be completed for the actual time worked, as per the current practice.

Following each severe weather event, the Company will determine whether any time adjustments are appropriate.

Re: Early Retirement Program

The provisions of Appendix "I" shall form the basis of an enhanced program for the purposes of reducing the workforce.

A special one-time window will be implemented in the last quarter of this collective agreement.

In addition to the entitlements under the Operational Employee Pension Plan and the Voluntary Early Retirement Plan, eligible employees who accept this special early retirement program will be entitled to receipt of severance pay.

At negotiations the Company's negotiating committee indicated that if possible this program would be extended to employees **58** years of age and with twenty (**20**) years of service where they would be permitted to **utilize** their severance entitlements to bridge them to age **60** for the purposes of qualifying for entitlements as set out in the Voluntary Early Retirement Program.

Re: Emergency Response Program

Those employee who are involved with the Company emergency response program are paid as follows:

- 1) During training and fire drills each individual affected will be paid at his/her posted rate, premiums and overtime applicable.

- 2) For an emergency at the site or off site, each individual will be paid at his/her posted rate, premiums and overtime applicable. In addition, each individual directly involved in securing the emergency will be paid four hundred dollars (~~\$400.00~~) per incident. Those involved at the fresh air base will be paid two hundred dollars (~~\$200.00~~) per incident.
- 3) For in-plant competitions, when held, each individual will be paid as follows:
 - i) For those scheduled off - no pay.
 - ii) For those scheduled to work there will be no loss of pay or appropriate premiums.
- 4) For Provincial competitions, in which the Company participates, each individual involved will be rescheduled to work day shift (**8 hour shifts**) for the practice preparation days prior to the competition. The individuals are paid at their regular posted rates during the preparation days. On the day of the competition, if it is a Saturday, individuals are paid eight (**8**) hours overtime.

Yours sincerely,

Elsie **Brochu**,
Human Resources Superintendent