

# COLLECTIVE AGREEMENT

Between

**THE CANADIAN SALT COMPANY LIMITED**  
- OJIBWAY MINE -

AND

THE NATIONAL AUTOMOBILE,  
AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF  
CANADA (C.A.W.) AND ITS LOCAL, 1959

Signed: February 15, 2005  
Effective: February 16, 2005  
Expiring: February 15, 2008

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MEMORANDUM OF AGREEMENT

AGREEMENT entered into this 15th day of February, 2005.

BETWEEN:

THE CANADIAN SALT COMPANY LIMITED

hereinafter called the "COMPANY"

and

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (C.A.W.) AND ITS  
LOCAL 1959

hereinafter called the "UNION".

WITNESSETH THAT WHEREAS the Company is operating a Salt Mine and Mill, located at Windsor, Ontario, known as the Ojibway Mine and hereinafter referred to as the "said Mine", and WHEREAS, the Company and the Union wish to cooperate in obtaining efficient and unrestricted production of the said Mine, in maintaining a harmonious relationship between the Company and its employees and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said Mine.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

## ARTICLE 1 - RECOGNITION

- 1.1.0 This agreement shall be pursuant to the laws of the Province of Ontario and covers all employees of the Company employed at the said Mine save and except, shift bosses or forepersons, assistant forepersons, acting forepersons and persons above the rank of shift boss or foreperson, office staff and security guards.
- 1.2.0 The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and other working conditions.
- 1.3.0 The Union recognizes the right of the Company to manage the said Mine and direct the working forces including the right to hire, promote or transfer any employee and to demote, suspend, discipline or discharge any employee for just cause. In the interest of the efficient operation of the said Mine, the Union agrees that the Company may change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured and to determine all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in the agreement. Any such action of the Company shall not be inconsistent with the express terms of this agreement and any such action which results in individual hardship or injustice, **shall** be subject to the grievance procedure.
- 1.4.0 The Union further recognizes the right of the Company to make and to alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement or laws of the Province of Ontario and shall be written and posted whenever practicable. The Company agrees to discuss, with the Union, changes in such rules and regulations before posting.
- 1.5.0 This agreement shall be binding upon the successors to and the assigns of the Company in the same way and to the same extent as if such successors or assigns were parties of this agreement.

- 1.5.1 It is agreed that should the Company close the said Mine and relocate to some other location in Ontario that seniority employees may be transferred to the new location, if they so desire, provided they have the necessary qualifications.
- 1.5.2 It is also agreed that employees so transferred would retain existing service and Company benefits.
- 1.6.0 The Company and the Union agree that neither will discriminate against any employee on account of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, political affiliation, record of offences or Union membership.
- 1.7.0 Words importing the masculine gender include females as well as males unless the contrary intention appears.
- 1.8.0 The Letters of Understanding exchanged between the parties on the signing of this Collective Agreement and to be printed with the Agreement are part of the Collective Agreement and are binding upon the parties hereto during the term of this Agreement.
- 1.9.0 Employees who were laid off or resigned from employment at Windsor Works and subsequently entered employment at the Ojibway Mine within a period of twelve (12) months shall be credited with time worked at the Windsor Works in calculating pension and vacation eligibility.

## **ARTICLE 2 - UNION REPRESENTATION**

- 2.1.0 The Union shall elect or appoint and the Company agrees to recognize a Union Plant Committee of ~~six~~ (6) members. One (1) shall be the Plant Chairperson and four (4) shall be Committee persons, one (1) from each of the following departments: Mine, Mill, Surface Maintenance and Underground Maintenance. The sixth shall be a National Representative, provided further that the Local President may attend, if required.
- 2.2.0 The Union shall elect or the Union shall appoint and the Company agrees to recognize one (1) Steward for each shift

worked in each department which is not represented by a Committeeperson on the day shift, a steward may be appointed by the Union to act in the place of a Committeeperson when the latter is absent from the mine site.

- 2.2.1 The Company agrees to recognize the Plant Union Committee and a National Representative of the Union and the Local Union President or his/her alternate as the Union Negotiating Committee.
- 2.3.0 The Union shall notify the Company in writing of the names of the Plant Chairperson, Committeepersons and Stewards and the effective dates of their elections or appointments.
- 2.3.1 The Union Plant Committee has the sole authority to designate all geographic area representation for the Union within the confines of the Ojibway Mine Facility, of the Canadian Salt Company Limited.
- 2.3.2 The Union shall notify the Company, in writing, of the name of Members of the Local Union Executive Board and the effective dates of their elections or appointments.
- 2.4.0 Should a designated representative of the Union be absent the Company shall recognize an alternate representative provided the Company has been notified in writing concerning such appointment.
- 2.5.0 It is understood and agreed that the Plant Chairperson/Local Union President, Committeepersons and Stewards have their regular duties as employees to perform.

Such a representative shall, however, after proper notification to his/her foreperson, be permitted within one (1) hour during his/her working hours and without loss of time or pay (including premiums) to leave his/her regular duties for the purpose of Union Business.

- 2.5.1 It is agreed that a reasonable amount of time with pay will be allowed for this purpose, not to exceed: In the case of:

- (a) Plant Chairperson/Local Union President- forty (40)hours per week of which he/she shall be permitted to be absent from the plant twenty four (24)hours in each week provided written notice is given to the Manager of Human Resources prior to leaving. During these absences no replacement Chairperson will be appointed.
- (b) Underground Committeeperson- a maximum of eighteen (18)hours in a two (2)week period.
- (c) Surface Committeeperson- a maximum of thirteen (13) hours in a two (2)week period.
- (d) Underground Steward - a maximum of eight (8)hours in a two (2)week period.
- (e) Surface Steward - a maximum of eight (8)hours in a two (2)week period.

2.5.2 One (1)Committeeperson so designated by the Union, in writing, shall be given the balance of his/her regularly scheduled work week, in addition to his/her allocated hours pursuant to Article 2.5.1 above, for the purpose of handling WSIB and Occupational Health and Safety matters. Only the Chairperson/Local Union President and the designated WSIB/Occupational Health and Safety Committeeperson shall be permitted time off for the purpose of handling WSIB matters.

The WSIB/Occupational Health and Safety Committeeperson shall function as the Co-Chairperson of the Occupational Health and Safety Committee. This person must be a certified Health and Safety Representative.

The duties of the WSIB/Occupational Health and Safety Committeeperson shall be as follows:

WSIB

1. Representing bargaining unit members with respect to WSIB claims/appeals.

2. Meeting with the Company to discuss ongoing WSIB issues and cases.
3. Assisting in the development and evaluation of employee Early SafeReturn to Work Programs.
4. Receive copies of Form 7's and FAF's.

Occupational Health and Safety

1. All duties prescribed in Article 13.3.0. of the Collective Agreement.
2. Accompany the Inspector of the Ministry of Mines or their designate/agent on any regular inspection of the plant site.
3. Receive copies of accident investigation reports of safety incidents.
4. Participate in the formal investigation of lost time, medical aid injuries and safety related incidents or concerns and to receive copies of all signed statements made at such meetings.
5. Receive copies of all Treatment Memoranda.

A formal health and safety related incident investigation shall not commence without the Union Health and Safety Committeeperson or designate present.

2.6.0 On weekend work, reasonable time off with pay for Union Business will be allowed up to a maximum: In the case of:

- (a) Plant Chairperson - four (4) hours.
- (b) Underground Committeeperson - one and one-half (1 ½) hours.
- (c) Underground Steward ~ one (1) hour.
- (d) Surface Committeeperson - one (1) hour.

- (e) Surface Steward – one (1)hour.
- 2.6.1 The Union undertakes that time taken for Union Business on the weekend days will not be misused when modified production shifts or boat loading shifts are working.
- 2.6.2 The aforementioned time limits shall be applicable to each separate weekend day (Saturday, Sunday) and such time limits shall be non cumulative. It is clearly understood that the normal weekly time limits cannot be borrowed from or carried into weekend days nor can the Saturday allowance be carried over into Sunday. Each weekend day stands absolutely on its own. These time limits shall be exclusive of time spent with Company representatives at scheduled grievance meetings, Labour Management meetings and safety meetings. It is also agreed that additional time off without pay may be granted to the Plant Chairperson and Committeeperson after suitable arrangements have been made in advance with the Company.
- 2.6.3 For the purpose of this Article, Union Business is defined as the handling of employee complaints and grievances arising out of the administration of the Collective Agreement or individual employee problems arising out of their employment with the Company. With respect to the Chairperson and the designated Committeeperson, Union Business shall include time spent on Workers' Safety & Insurance Act problems as set out in 2.5.2. Employees requesting to see the representative (or alternate) for their department on matters as described above will be allowed to do so without unreasonable delay. "Unreasonable delay" is defined as generally not exceeding two (2)hours.
- 2.7.0 The Plant Chairperson, Committeepersons and Stewards will notify their foreperson when they are commencing Union time pursuant to Article 2.5.1. As well, the Plant Chairperson, Committeepersons and Stewards will notify their foreperson when they are returning to their duties following Union time. This requirement will not apply when there are no supervisors on site.
- 2.8.0 The Plant Chairperson/Local Union President and the Committeepersons shall be permitted to work on the day shift.

The Plant Chairperson/Local Union President and Committeepersons will be permitted to return to the regular job they held immediately prior to their elected office or appointment unless the job is occupied by an employee having greater seniority who is occupying the job as the result of a reduction in the workforce.

- 2.8.1 A Committeeperson shall have the option to work on the day shift from 8:00 a.m. to 4:00 p.m. on the day when Company-Union meetings are scheduled.
- 2.8.2 Should a Committeeperson be transferred to a lower classification for a temporary period, he/she shall retain the rate of his/her regular classification during such temporary transfer.
- 2.8.3 It is understood and agreed that nothing contained in Article 2.8.0 shall be construed to restrict a Plant Chairperson/Local Union President's or Committeeperson's right to apply for a permanent vacancy during his/her tenure in office, or restrict his/her right to be placed on such job at the end of his/her term in office, should he/she be the successful applicant.
- 2.9.0 The Company agrees to continue to make available to the Plant Chairperson/Local Union President and Committeepersons, an office equipped with a desk, chairs, (3 private telephone lines with 4 phones) and filing cabinets and air conditioner located on surface, for the purpose of dealing with complaints or grievances arising out of the administration of the agreement or individual employee problems arising out of their employment with the Company, along with required services.
- 2.10.0 The Company shall pay for the first eight (8) days, to a maximum of sixty-four (64) hours at straight time, for each employee member of the Union Negotiating Committee, for time spent in contract negotiations. In addition to the above time allowance the Plant Chairperson shall be paid up to an additional eight (8) days, to a maximum of sixty-four (64) hours at straight time, for time spent in contract negotiations.

- 2.11.0 If the elected President of CAW Local Union 1959 is a member of the Ojibway Mine bargaining unit, the Company will recognize the Local Union President as Chairperson of the Ojibway Plant Committee during his/her term of office, pursuant to the terms of the Local Union/Plant Unit bylaws. Where the term "Plant Chairperson" appears in this Collective Agreement it is deemed to mean Local Union President.
- 2.11.1 If the elected President of CAW Local Union 1959 is a member of the Windsor Evaporation Facility bargaining unit, a Plant Chairperson will be elected at Ojibway pursuant to the terms of the Local Union/Plant Unit bylaws and the Company will recognize this person as the Chairperson of the Plant Committee, at Ojibway.
- 2.11.2 In the event of the absence of the Plant Chairperson/Local Union President, a member of the Ojibway Mine Plant Committee may be appointed by the Union as acting Chairperson for the duration of this absence, subject to the provisions of Article 2.5.1 (a).

### **ARTICLE 3 - CO-OPERATION**

- 3.1.0 The Company agrees to make weekly equal deductions in amounts of five (\$5.00)dollars or more per deduction, rounded off to the nearest dollar, upon receipt of a duly signed authorization form. The aforementioned monies shall be remitted to The Windsor Family Credit Union Limited, 201-3290 Jefferson Blvd., Windsor, Ontario, N8T 2W8 on a weekly basis when deducted. The deductions to Windsor Family Credit Union may include RRSP contributions. As well, the Company will make deductions for Canada Savings Bonds.
- 3.2.0 Effective February 16, 1987, the Company agrees to pay into a special fund, two (2)cents per hour per employee for all hours worked for the purpose of providing paid educational leave. Such paid educational leave will be for the purpose of upgrading employees' skills in all aspects of Union functions. Such monies shall be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the C.A.W. Paid Educational Leave Training Program, P.O. Box 897, Port Elgin, Ontario, NOH 2C0.

- 3.2.1 The Company further agrees that a maximum of *two* (2) members of the bargaining unit at a time selected by the Union to attend such courses, shall be granted a leave of absence without pay for a maximum of twenty-five (25) days per year. Employees on such leaves of absence shall continue to accrue service and seniority.
- 3.3.0 The Company agrees to erect lockable bulletin boards for the use of the Union in each department and in the gatehouse. The subject matter of such notices posted therein shall be restricted to matters pertaining to recreational or social activities, notices of meetings, notices of Union sanctioned rallies, notices of education classes, notices or results of elections in connections with affairs of the Union **and** provided further that no notice shall be posted which contains advertising or political matter.
- 3.4.0 The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices, or any kind of literature within the said Mine or its appurtenances except as herein provided.
- 3.5.0 The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, any sit-down, stay-in, or slowdown in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction or interference with production or any picketing of the Company's premises during the term of this agreement.
- 3.6.0 The Company agrees that it will not cause or sanction a lock-out during the term of this agreement.
- 3.7.0 All employees who are members of the Union as at the date of this agreement will be required to continue to be members of the Union as a condition of employment with the Company.
- 3.8.0 Any employee who is hired subsequent to the date of this agreement shall become **a** member of the Union within thirty (30) days of his/her hiring and will be required to continue to be a member of the Union as **a** condition of his/her employment.

- 3.9.0 The Company will deduct from the pay of each employee who is a member of the Union the monthly dues, initiation fees and other assessments and dues authorized by the Constitution of the Union and the By-laws of the Local Union. Union dues will be deducted from regular pay and vacation pay.
- 3.10.0 It is agreed that T-4 slips will show union dues deductions from the previous year's earnings.
- 3.11.0 The Company will deduct from the pay of each employee who is not a member of the Union as at the date of this agreement the monthly dues for general union purposes as authorized by the Constitution of the Union. It shall be a condition of remaining in the employ of the Company that such employee authorize the Company to make such deduction.
- 3.12.0 All sums deducted as above together with a record of those from whose pay deductions have been made and the amounts of such deductions shall be remitted by the Company to the Financial Secretary of the appropriate Local by the end of the month in which the deductions were made. The remittance shall be by cheque.
- 3.13.0 The monthly Union dues list submitted to the Financial Secretary will also show the name of each employee from whose pay deductions for Union dues or assessments have not been made and the reasons no deductions were made.
- 3.14.0 The recording in the books of the Company of the amounts so deducted shall constitute such amounts as money held by the Company in trust for the appropriate Local.
- 3.15.0 Any employee shall have the right to become a member of the Union by paying the entrance fee and complying with the Constitution and By-laws of the Union.
- 3.16.0 No employee shall, however, conduct union activities during working hours except as specifically permitted in this agreement.
- 3.17.0 Labour Management Committee - In order to provide a more harmonious and continuing dialogue between the Company and

the Union, it is agreed that a meeting between the parties will be **arranged to take place** each month to discuss items of mutual interest or concern. A list of items to be discussed shall be exchanged between the parties at least twenty-four (24) hours in advance of the proposed meeting. Should there be no items for discussion the meeting will be cancelled.

#### **ARTICLE 4 - SENIORITY**

- 4.1.0 Any employee hired after February 16, 1993 shall acquire seniority status after he/she has been in the employ of the Company for an aggregate probationary period of ~~Six~~ Hundred (600) straight time hours (exclusive of any and all overtime hours) during any twelve (12) month period, after which he/she shall acquire seniority and be placed on the seniority list with his/her original date of hire as his/her seniority date.
- 4.1.1 Notwithstanding any provisions of Article 4, students may be hired for a period not to exceed 150 aggregate days during any twelve month period. Such employees shall be considered probationary and shall not acquire seniority. After an aggregate period of five hundred (500) hours' employment, such students shall be eligible for all company benefits including holiday pay while actively employed. Benefits shall cease in the event of layoffs or termination of employment. Where possible, the Company will give preference in the hiring of students to dependents of Company employees.
- 4.2.0 The Company shall post a master seniority list in the gatehouse and shall revise this list each month. ~~Six~~ (6) copies of the list will be given to the Plant Chairperson every six (6) months. The seniority rank of each employee shall be as indicated in Schedule "B".
- 4.3.0 Seniority rights of an employee shall cease for any one of the following reasons:
- (a) If the employee quits the employ of the Company.
  - (b) If the employee is discharged for just cause.

- (c) If the employee is absent from work for five (5) consecutive normal working days without notifying the Company giving a satisfactory reason for such absence.
  - d) If the employee fails to notify the Company within three (3) working days, excluding Saturday, Sunday or Holidays, after being advised by registered letter of his/her intention to return to work. Also for failure to return to work within seven (7) calendar days after notification, unless a valid reason for any delay is given.
  - (e) When any employee is laid off for a period of twenty-four (24) months, or for the period equal to his/her accumulated seniority, whichever is greater.
- 4.4.0 The appointment or selection of employees for supervisory positions or any position not subject to the provisions of this agreement, is not governed by this agreement. **An** employee promoted to any position other than acting foreperson shall thereupon lose his seniority.
- 4.5.0 An employee promoted to the position of acting foreperson shall retain his/her seniority, provided that the period of such employment does not exceed ninety (90) days in any twelve (12) month period. Any such employment in excess of this maximum period shall be deducted from the employee's accumulated seniority.
- 4.6.0 At the commencement of their shift, Utility employees in the Mine Department or Utility employees in the Mill Department shall have preference, by seniority, in the selection of jobs vacant due to any absence not requiring a posting pursuant to Article 5.2.0. in their respective departments, or any unfilled work assignment, except those jobs being filled by employees working on overtime, providing they are willing and qualified to perform the work available, and subject to the provisions of Article 4.7.0 below.
- 4.6.1 In the event of only one qualified Utility employee on shift to fill a specific job, the supervisor may assign that employee to that specific job. Such preference is not applicable to those persons

who punch in late or to any subsequent jobs that may arise during the shift.

#### **NON-SKILLED TEMPORARY SHUTDOWN:**

4.7.0 For the purpose of applying Article 4.7.0, these provisions will apply seven (7) days per week, unless the parties mutually agree to do otherwise.

- (1) When an employee's job(s) is shutdown at any time prior to the end of the first half hour of his/her shift, the employee(s) shall be permitted to exercise his/her plantwide seniority on classifications listed in Schedule "A" in his/her respective department(s), including a job filled by a utility employee with less seniority pursuant to Article 4.6.0, provided he/she is qualified to perform all of the functions of the classification. An employee who is displaced pursuant to this provision may exercise his/her seniority to displace a junior employee, provided the senior employee has the qualifications to perform the required duties.
- (2) Any employee(s) affected by paragraph (1) above shall automatically return to the job he/she held prior to the implementation of paragraph (1) above, when the job is started up.
- (3) When an employee's job(s) is shutdown after the first half hour of his/her shift, the employee(s) may be assigned to other work in his/her respective department for the remainder of that shift, provided he/she is qualified to perform all of the functions of the assigned classification(s). The Company will not abuse this provision.

When an employee in the Mill has his/her job shut down after the first half hour of his/her straight-time shift and is assigned to boat loading, this employee will have the right to exercise his/her seniority to displace a junior employee on boatloading.

- (4) Any employee(s) affected by paragraph (3) above shall automatically return to the job he/she held prior to the

implementation of paragraph (3) above, when the job is started up.

- (5) When an employee's job is shutdown for any period of time in excess of one full shift, up to a maximum of one (1) week (herein defined as five (5) working days, Monday to Friday, unless the parties agree to do otherwise) commencing from the initial shutdown date, the employee(s) will be allowed to exercise his/her seniority on a job classification of his/her choice within his/her respective department(s), providing that he/she is qualified to perform all of the functions of the classification.
- (6) Any employee(s) affected by paragraph (5) above shall automatically return to the job he/she held prior to the implementation of paragraph (5) above, when the job is started up.
- (7) If one or more job(s) is shutdown, seniority shall be the governing factor at all times, in the order of job selection, by all employees affected, until conclusion of the bumping process. The parties agree that this paragraph applies to paragraph 1 through 6 above.
- (8) Notwithstanding the foregoing language, the Company will have the right to assign the junior qualified Utility employee, or the junior qualified employee who has been displaced by job shutdown to fill an unfilled job after the bumping has occurred. Nothing in this sub-article negates the right of a displaced employee to return to his job should it be restarted pursuant to sub (2), (4) or (6) above.

## **ARTICLE 5 - JOB POSTING**

### **Permanent Job Postings**

- 5.1.0 When a new position, permanent job opening or permanent vacancy occurs, it shall be posted plantwide for a period of forty-eight (48) hours. The successful applicant will be the most senior applicant on a plant wide basis. Hereinafter, where the terms "new position" "permanent job opening" or "permanent vacancy" are used in Article 5, they are deemed to be the same.

- 5.1.1 All seniority employees, are eligible to apply in writing for new positions, permanent job openings and permanent vacancies in accordance with this article. However, skilled trades employees are not eligible to apply for non-skilled trades jobs, except as provided in Article 15.14.0, 15.14.1.
- 5.1.2 Should the successful applicant be qualified for the permanent vacancy, he/she shall be placed on the job within fourteen (14) days from the posting termination date or the date that the posting becomes effective.
- 5.1.3 Should the successful applicant not be qualified for the permanent vacancy, the next most senior qualified applicant, from the Department where the vacancy occurred, who desires the position shall take the job vacancy on a temporary basis until the successful applicant has been trained.
- 5.1.4 Should none of the applicants be qualified for the permanent job vacancy, the Company shall place the most junior qualified employee in the department in the vacancy on a temporary basis until the successful applicant has been trained.
- 5.1.5 Training of the successful applicant shall begin within fourteen (14) days of the posting termination date. However, an employee who holds a temporary posting at the time he/she is the successful applicant for a permanent position in the same Department will be permitted to complete the temporary posting before commencing training for the permanent position. **An** employee who holds a temporary posting at the time he/she is the successful applicant for a permanent position in another Department will commence training on the permanent position within said fourteen (14) days and will not be permitted to return to the temporary posting upon completion of the training. The training of an employee on a permanent posting will be continued until completion, except with respect to employees being trained in the Utility classification.
- 5.1.6 If there are no applicants for the position, the Company will fill the vacancy in accordance with the provisions of Article 9.8.0, 9.8.1.

## Temporary Job Posting

- 5.2.0 When a temporary vacancy or temporary job opening occurs for any reason other than casual absence (herein defined as any absence up to seven (7)calendar days), it shall be posted forthwith in that department for a period of twenty-four (24) hours unless the posting takes place on a Friday when it will be posted for thirty-two (32)hours. The successful applicant shall be the highest seniority qualified applicant. Hereafter, where the terms “temporary vacancy” or “temporary job opening” are used in Article 5, they are deemed to be the same. Provided the Company has the necessary information regarding the estimated period that an employee will be absent, the Company will estimate the length of time it expects a temporary vacancy to last. This is for informational purposes only and will not form part of the job posting documentation.

The successful applicant for a temporary job posting will assume the shift schedule of the temporary vacancy being filled in accordance with Letter of Understanding # 37 –Weekly Scheduling Procedure.

- 5.2.1 All seniority employees in that department, except those laid off from work and except those employees recalled under 9.8.1, are eligible to apply in writing for temporary vacancies or temporary job openings in accordance with Article 5. Employees may withdraw their application for a posting at any time prior to the notification of the successful applicant to the Union by the Company in writing.
- 5.2.2 Should there be no qualified applicants for the vacancy, it will be assigned to the most junior qualified employee in the department.
- 5.2.3 As a result of any initial temporary vacancy, not more that two **(2)**positions will be posted, the original vacancy and the position vacated by the successful applicant.
- 5.2.4 Successive subsequent vacancies will be filled by a qualified departmental employee who desires to fill the position. The Company will canvass employees in order of seniority to determine whether they wish to fill the position. Seniority and

qualifications will be the deciding factors should more than one (1) employee wish to be considered.

5.2.5 Should a temporary vacancy exceed **six** (6) months, it will be reposted as a temporary vacancy.

5.2.6 The Company shall not pay overtime if an employee voluntarily switches shifts as a result of such a move.

5.4.0 **Non Skilled Maintenance - Temporary Job Postings**

When a non-skilled temporary vacancy occurs in a Maintenance Department it shall be posted in that department and plant wide simultaneously for a period of twenty four (24) hours unless the posting takes place on a Friday when it will be posted for thirty-two (32) hours. The successful applicant will be the most senior qualified applicant from the employees in the department where the vacancy occurs first. In the event there are no qualified applicants from within the department, the successful applicant will be the most senior qualified applicant on a plant wide basis. The Company will not delay posting these vacancies.

5.4.1 Should no one desire the job the most junior active qualified employee in the bargaining unit shall be assigned on the job.

5.5.0 Applications for job postings shall be completed in duplicate, initialled by the foreperson and a copy shall be given to the applicant. The foreperson shall provide the committee person with a written copy of the posting identifying the successful applicant. In cases of temporary job vacancies where only a canvassing of the department is required, the foreperson **shall** inform the committee person in writing of the successful candidate.

5.5.1 Employees may withdraw their application for a posting at any time prior to the notification in writing of the successful applicant to the Union by the Company.

5.6.0 Successful applicants for temporary job postings shall return to their former department and classification when the regular employee returns to work.

- 5.7.0 Nothing will restrict an employee's right to apply for a permanent job vacancy during the term of the temporary posting. Should he/she be the successful applicant, he/she will be placed on the permanent job at the end of the term of the temporary posting. In this event, the Company will place the most junior qualified employee in the Department in the vacancy on a temporary basis until it can be fulfilled by the successful applicant.
- 5.9.0 **An** employee may only hold one (1) permanent and one (1) temporary job at the same time. An employee who is holding a temporary job vacancy may not apply for another temporary job vacancy until he/she has completed the first temporary job assignment, unless:
- (a) it is a shutdown temporary job vacancy pursuant to Article 5.10.2, or
  - (b) it is to continue an existing ~~six (6)~~ month temporary vacancy he/she presently occupies, or
  - (c) the subsequent temporary posting does not commence until after the completion of the employee's current temporary posting and there is no overlap between the start and end of the jobs.
- 5.9.1 No employee will be permitted to hold a permanent job and a temporary job in the same classification, unless it is a shutdown temporary vacancy pursuant to Article 5.9.0, 5.10.0, 5.10.1 and 5.10.2.
- 5.10.0 In the event that the Company schedules a shutdown pursuant to Article 10.8.0, Mine, Mill and Non-Skilled Trades Maintenance Department jobs to be worked during a shutdown will be filled by temporary job postings. Annual shutdown postings will be posted plant wide for 48 hours.

When an employee, who has been the successful applicant for a temporary job posting to work during the Annual Shutdown, is unavailable to fulfil the posting due to WSIB or S&A, the

Company will offer the vacancy to the next senior applicant who has not already been awarded a shutdown vacancy.

- 5.10.1 These postings will be for the shutdown period only and will be open to all Non-Skilled Trades seniority employees, except those laid off employees not at work. Employees will be allowed to apply for any or all Non-Skilled Trades postings for which they are qualified. The applicants will be given their choice of the posted job classifications by seniority, beginning with the most senior applicant.
- 5.10.2 Employees who are on a temporary job vacancy may post for a shutdown temporary job vacancy, notwithstanding the provisions of Article 5.9.0. An employee on a temporary job vacancy shall return to his/her former temporary job vacancy at the end of the shutdown unless the former temporary vacancy has ended, in which case he/she shall return to his/her permanent job classification.
- 5.11.0 In the event of a permanent, temporary, or temporary shutdown vacancy or opening an employee who was absent from work for any reason other than layoff from work during the time the job was posted will be contacted by the Company and shall have the opportunity to apply for the posted position. In the event that the Company cannot contact the employee, or the employee does not make a decision, he/she shall have the opportunity to apply for the posted position, in writing, within forty-eight (48) hours after his return to work, in accordance with Articles 5.1.0, 5.2.0, 15.3.3, 5.4.0 or 15.3.0.
- 5.11.1 If the position was filled in accordance with Articles 5.1.0, 5.2.0, 15.3.3, 5.4.0 or 15.3.0, and should the employee returning become the successful applicant for the position, he/she will be awarded the position. All employees who posted to a new position as a result of the original posting shall be returned to their previous positions.
- 5.12.0 Employees failing to qualify for the position shall return to their former positions within thirty (30) days and shall retain their seniority. An employee successfully posting to a job in a different department will be allowed to resign the position and

return to their former position within five (5) working days, and shall retain their seniority.

- 5.12.1 When an employee is returned to their former position pursuant to Article 5.12.0, all employees who posted to a new position as a result of the original posting shall be returned to their previous positions. The next successful applicant will be awarded the position without the requirement of a new job posting pursuant to Article 5.1.0 (permanent job postings) of the Collective Agreement.
- 5.12.2 When an employee is returned to their former position pursuant to Article 5.12.0, the employee's overtime hours will be adjusted to reflect only the overtime hours worked or charged in the new position, in addition to the overtime hours he/she had at the time of the job posting.
- 5.13.0 Whenever a job is transferred from one department to another department, the employee on the job will be given preference.

## **ARTICLE 6 – HOURS OF WORK**

- 6.1.0 The normal hours of work for all employees shall be eight (8) hours per day, including a paid thirty (30) minute lunch period. The normal working week shall be forty (40) hours, Monday to Friday inclusive.
- 6.1.1 The normal hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked. For the purpose of payment, time shall be calculated to the nearest interval of ~~six~~ minutes worked.
- 6.1.2 For the purpose of shift premium only, the following shifts are defined:

A day shift is a shift scheduled to commence between 4:00 a.m. and 11:59 a.m.

An afternoon shift is a shift schedule to commence between noon and 7:59 p.m.

A midnight shift is a shift scheduled to commence between 8:00 p.m. and 3:59 a.m

- 6.1.3 The Company agrees to discuss with the Union Plant Committee any proposed reduction or increase in the normal hours of work or any changes to shift schedules before such a change becomes effective.

**REPORTING PAY - REGULAR SHIFT:**

- 6.2.0 An employee who reports for work at the Mine Gatehouse, on his/her scheduled shift, (including any scheduled overtime shift), and for whom there is no work at his/her regular or scheduled classification will be offered at least four (4) hours' employment at other work at his/her appropriate rate of pay, or at the Company's option, will be paid for four (4) hours' time at his/her regular straight time rate. This provision shall not apply when such lack of work is due to the lateness of the employee, a labour dispute, fire, flood, power shortage, mechanical or electrical breakdown, which was beyond the control of the Company.
- 6.3.0 An employee shall be granted two (2) rest periods of ten (10) minutes each during each shift and five (5) minutes wash-up period before his/her luncheon period and a five (5) minute wash-up period before the end of his/her normal working day. An employee engaged in unusually dirty work will be allowed extra washing time at the discretion of his/her foreperson.
- 6.4.0 Rest periods shall be taken at a time and location that will not result in production delays.
- 6.4.1 All lunch periods may be taken in a lunchroom provided that no employee shall be required to work more than five (5) hours without a lunch period.
- 6.4.2 Arrangements will be made for employees engaged in boat loading operations to have their lunch in the lunchroom. The Company also agrees to provide additional personnel for this purpose when necessary.

- 6.4.3 Where boat loading operations are continuing on more than one shift and there is a delay in relieving employees on the previous shift, an allowance of such delay shall be provided at the discretion of the foreperson.
- 6.5.0 Hoisting and lowering schedules for underground employees will be arranged to provide eight (8) hours from collar to collar for each shift, but variations from such schedules, not exceeding fifteen (15) minutes which do not occur consistently, shall be disregarded. Delays in such schedules in excess of fifteen (15) minutes shall be considered time worked.
- 6.6.0 It is understood that Mill and other surface employees shall be at their working place and ready to assume their duties at the commencement of their working day.
- 6.7.0 An employee, who will be absent from work, shall notify the Company by calling the Gatehouse before the commencement of his/her regular shift on the first day of absence, unless circumstances make it impossible to do so. Employees returning to work after extended period of sickness, injury, vacations or leave of absence shall contact their supervisor, or the gatehouse on the day before returning to work.
- 6.8.0 If, at the commencement of his/her scheduled working period, an employee is late, he/she shall be penalized to the extent of ~~six~~ minutes for lateness of one to ~~six~~ minutes, and to the extent of a further six minutes for each succeeding period of lateness of one to ~~six~~ minutes. The entries on the employee's time card shall govern the application of this clause.
- 6.8.1 If such an employee leaves his/her working place before the end of any scheduled working period he/she will be penalized to the extent of twelve (12) minutes for early leaving for the first twelve minutes or less and ~~six~~ (6) minutes for every additional ~~six~~ (6) minutes or fraction thereof included in the period between the time when the employee left his/her working place and the end of such scheduled working period.
- 6.9.0 It is the express policy of the Company that forepersons, assistant forepersons, acting forepersons and supervisors shall

not perform the regular work of a member of the bargaining unit except:

- (a) In the case of emergency where immediate action is necessary in order to protect personnel or equipment;
- (b) for the purpose of instruction or training including demonstrating the proper method to accomplish the task assigned;
- (c) for the purpose of developing a method or technique;
- (d) for the purpose of checking operating conditions.

6.9.1 The hours of work of any member of the bargaining unit shall not be reduced by any work performed by supervisory personnel.

6.9.2 A list of forepersons, acting forepersons, assistant forepersons and supervisors of departments shall be given to the Union Committee and Stewards. The list shall be posted in the departments and the Union will be notified of **any** changes.

6.10.0 An employee may, with the approval of the Company, arrange for a change of shift with another employee, in the same Department, provided such change does not result in additional overtime pay. Each employee involved in the exchange of shift shall work on the regular Monday to Friday job classification and hours of the other employee, or the scheduled overtime **job** classification and hours of the other employee, provided he/she is qualified to do the work involved. Such a change shall not unreasonably be withheld.

The right of an employee to switch shifts is subject to the hours of work limitations prescribed in article 7.17.0, which prohibits an employee from working more than sixteen (16) hours in any twenty-four (24) hour period or more than twenty-four (24) hours in any forty-eight (48) hour period.

6.10.1 No mutual exchanges of shift will be allowed where a straight time shift is being exchanged with a premium shift.

6.10.2 All mutual exchanges shall be as follows:

- (i) straight time shift for straight time shift
  - (ii) Saturday shift for Saturday shift
  - (iii) Sunday shift for Sunday shift
  - (iv) Holiday shift for Holiday shift
- 6.10.3 Such a mutual change of shift must be completed in no more than two (2) consecutive pay periods.
- 6.10.4 When an employee is the only person in a job classification, he/she may arrange for a change of shift providing that:
- (i) the mutual exchange form is completed and signed by the employee and is signed by his/her foreperson;
  - (ii) the employee is limited to one (1) change in any one (1) pay period;
  - (iii) the need for a helper, if required, will not result in overtime pay.
- 6.10.5 Changes of shift for employees in job classifications with more than one employee in the classification, where all employees work the same shift, will be allowed once in any pay period. Such changes of shift will be subject to the efficient operation of the department and the approval of the supervisor.
- 6.11.0 In the past the Company has recognized the right of an employee to work on his/her particular job within his/her general classification, when such work is available to him/her. On other occasions the employee has been required to perform other work in his/ her general classification.
- 6.11.1 In agreeing to list occupations separately as now appears in Schedule "A" the Company is undertaking to carry out such past practice during the term of this agreement.
- 6.11.2 The Union also agrees to the past practice of interchange ability as here described, being continued.
- 6.12.0 The Company will notify outside contractors that they must abide by their applicable provisions of the Employment Standards Act while on Company property.

## ARTICLE 7 - OVERTIME

- 7.1.0 The Company will distribute overtime equally among the employees normally performing the work to be done in accordance with the provisions of Article 7.
- 7.1.1 Overtime shall be offered first to the available employee who is qualified and lowest in credited overtime. If two or more such employees are equally low in overtime, the overtime shall be offered first to the senior employee.
- 7.1.2 For overtime on the immediately succeeding shift, where the credited overtime of the lowest employee is more than sixteen (16) hours below that of the next employee and such employee is not at work when the overtime is required, subject to the conditions of Article 7.13.4, he/she shall be called by telephone for the overtime assignment. **As** a matter of policy, the Company will start leaving a message on the answering machine of an employee who does not answer a call, should the employee have an answering machine.
- 7.1.3 If an employee alleges that he/she has been bypassed in administering equal opportunity, and such allegation **is** substantiated, he/she shall be paid an amount equal to the amount he/she would have earned had he/she worked overtime on the missed opportunity.
- 7.2.0 The Company shall pay time and one-half calculated to the nearest interval of ~~six~~ (6) minutes worked for all hours worked in excess of eight (8) hours in any continuous period of twenty-four (24) hours, excluding Sunday. No employee will be required or permitted to work more than thirteen (13) hours in any twenty-four (24) hour period, except as prescribed in the Employment Standards Act.
- 7.2.1 Notwithstanding any other provision of Article 7, no employee will **be** requested to work more than twenty-six (~~26~~) hours in a forty-eight (~~48~~) hour period until the available overtime has been offered as follows:

1. To all other qualified employees in that department who can immediately be contacted either personally or by telephone.
  2. Secondly, to all other qualified employees plantwide who can immediately be contacted either personally or by telephone.
- 7.2.2 **An** employee will not be charged for refusing an overtime assignment that would require the employee to work more than twenty-four (24) hours in any forty-eight (48) hour period. (For employees on boat loading only, this will be increased to twenty-five (25) hours in any forty-eight (48) hour period)
- 7.3.0 The Company shall pay time and one half for all hours worked on Saturday and double time for all hours worked on Sunday.
- 7.3.1 However, **an** employee shall be paid at his/her straight time hourly rate for his/her first regularly scheduled shift of the week.
- 7.3.2 Should his/her first scheduled shift of the week fall on a holiday as outlined in Article 11.1.0, he/she shall be paid at the appropriate rate of pay as outlined in Article 7.6.0.
- 7.3.3 For the purpose of this Collective Agreement, an employee shall be available for overtime in the following circumstances:
1. **An** employee must be able to work the overtime assignment without exceeding the hours of work limitations prescribed in Articles 7.2.0 and 7.2.1 of the Collective Agreement.
  2. The employees must be able to work all but one (1) hour of the overtime assignment. (By way of example, an employee whose regular shift ends at 4:00 p.m. will be eligible for an overtime assignment of eight (8) hours duration commencing at 3:00 p.m., but not one commencing at 2:00 p.m.) The employee will only be paid overtime for the actual overtime hours worked.
  3. An employee not at work will be considered available if:

- a) the difference ~~of~~ his/her accumulated overtime hours is more than sixteen (16) hours lower than that of the lowest qualified employee at work; and,
  - b) provided he/she satisfies 1 and 2 above.
4. An employee at work will be considered available if:
- a) The difference of his/her accumulated overtime hours is 16 or less than that of the lowest employee at home who has not yet refused the overtime assignment, and;
  - b) If the employee satisfies the conditions 1 and 2 above, and;
  - c) Provided the overtime work is to commence no more than one (1) hour before the end of his/her shift, or no more than two (2) hours after the end of his/her shift or provided the overtime work is to commence more than seven (7) hours after the end of his/her shift.

If the employee accepts the overtime assignment and if the overtime is to commence at any time up to one (1) hour after the employee's shift, he/she will commence working the overtime assignment immediately following his/her shift *so* as to not exceed the hours of work restrictions prescribed in Article 7.2.0.

If the employee accepts the overtime assignment and if the overtime assignment is to commence more than one (1) hour following the end of the employee's shift, he/she will be required to punch out and return to work at the commencement of the overtime assignment.

5. An overtime assignment to replace an employee who is absent for any reason is deemed to commence at the time the absent employee was scheduled to commence work and this starting time cannot be amended for the purpose of this Article.

## **CALL-IN PAY**

- 7.4.0 An employee who is called in by the Company to perform work outside of his/her scheduled hours of work, shall be paid at the rate of time and one half if the work is performed from Monday to Saturday, and at the rate of double time if the work is performed on Sunday, or a maximum of three (3) hours at his/her straight time rate, whichever is the greater. However, no minimum payment shall apply when the hours so worked are continuous with the employee's regularly scheduled working hours. Should the call-in involve a change of shift schedule, the employee shall be paid the premium rate for the first shift of the new schedule.

## **CHANGE OF NEXT SCHEDULED STARTING TIME PAY**

- 7.5.0 An employee who is notified after he/she has left the plant that his/her next scheduled starting time has been changed shall receive an allowance equal to two (2) hours at his/her regular rate of pay.
- 7.6.0 In addition to the payment to an employee, for an eligible Paid Holiday, an employee shall be paid at the rate of time and one half for all hours worked on the Paid Holidays.
- 7.7.0 No provision in this agreement shall entitle an employee to more than one overtime premium payment for the same hours worked.
- 7.8.0 Hours worked in excess of eight (8) hours in one day or forty-eight (48) hours in one week shall be voluntary except:
- (a) Where boat loading operations in progress would be delayed or interrupted.
  - (b) Where emergency maintenance work is necessary in order to prevent injury to personnel, or damage to equipment or to restore operations which have been interrupted by a breakdown of equipment or accident.
  - (c) If sufficient volunteers from among the employees who normally perform the work to be done (as described in

clauses (a) and (b)) are not available, the Company may assign the necessary work to be done to the most junior qualified employees of the department concerned.

**MILL DEPARTMENT:**

- 7.9.0 The procedure outlined below shall be followed in distributing overtime.
- 7.9.1 New employees hired into the Mill department, shall assume the overtime hours of the highest credited overtime employee in the department, plus one.
- 7.9.2 **All** Non-Skilled Trades employees transferring from any department to Mill department, for any reason, shall assume the average overtime hours of the employees in their destination department, or shall retain their credited overtime hours whichever are the greater.
- 7.9.3 If such a transfer was not made through a permanent job posting, upon return to his/her original department, the employee's overtime record shall be adjusted to reflect only the overtime hours worked or charged in the other department in addition to the overtime hours he/she had at the time of the transfer.
- 7.9.4 Overtime will be offered in the Mill Department by job classification. In order to further equalize overtime in the Mill Department, overtime work involved in the loading of boats and barges and reclaiming salt shall be distributed among the employees in the department who are lowest and qualified to perform the job requirements and duties with respect to boat loading, barge loading and reclaiming salt operations. The Company will provide the Union with a letter outlining the job requirements and duties with respect to boat loading, barge loading and reclaiming salt operations. This letter will be updated from time to time if the requirements and duties change.

Notwithstanding the foregoing, when the Company decides to work a production modified work crew on the weekend in the Mill Department, employees whose jobs are operational on the

weekend in the Mill Department will work on their regular job and on the regular shift they worked during the week.

- 7.9.5 Employees engaged in the loading of boats and barges shall be paid at the bulk loader's rate. Heavy equipment operators will be paid the Heavy Equipment Operator rate.
- 7.9.6 If boat and barge or reclaiming operations have employees working on overtime and employees working on straight time, the employees who are classified as heavy equipment operators who are working on straight time, will have the choice of heavy equipment operation only within the first one-half (1/2) hour of the shift. After the first one-half (1/2) hour of the shift, the Non-Skilled temporary shutdown provisions apply.
- 7.9.7 In addition to the above provisions the following procedure shall apply in arranging overtime in the Mill Department.
1. An employee working on overtime shall not be allowed to displace another employee working his/her regular classification on his/her regularly scheduled shift.
  2. An employee will not be charged for overtime if not fully qualified to do the work. Any Mill employee who has been offered training in the job requirements and duties of boat loading, barge loading and reclaiming operations, and who has refused such training, will be charged for every instance that the employee would have been offered the overtime due to his/her accumulated overtime hours.
  3. A junior employee will not be allowed to displace a senior employee.
  4. An employee who reports for work late shall not be permitted to exercise his/her seniority to displace other employees engaged in boat loading, barge loading or in reclaiming salt.
- 7.9.8 The Company will offer training by seniority on Boat Loading to Mine and Non-Skilled Maintenance department employees, The Company would offer Boat Loading overtime to the qualified

Non-Mill employees after exhausting the Mill employee overtime list either being contacted in person or by phone.

**MINE DEPARTMENT:**

- 7.10.0 Scheduled overtime ~~in~~ the Mine Department where a full shift is working shall be assigned according to classification.
- 7.10.1 New employees hired into the Mine department, shall assume the overtime hours of the highest credited overtime employee in the department, plus one (excluding Shaftsmen and Shaftsmen's helper and Hoistmen overtime hours).
- 7.10.2 All Non-Skilled Trades employees transferring from any department to Mine department, for any reason, shall assume the average overtime hours of the employees in their destination department, or shall retain their credited overtime hours whichever are the greater.
- 7.10.3 If such a transfer was not made through a permanent job posting, upon return to his/her original department, the employee's overtime record shall be adjusted to reflect only the overtime hours worked or charged in the other department in addition to the overtime hours he/she had at the time of the transfer.
- 7.10.4 If overtime is not scheduled on a full shift basis, the employee in the department who is lowest in overtime hours shall be asked to work, provided he/she is qualified in the classification.
- 7.10.5 Where there is overtime in more than one classification, the senior employee shall be given his/her choice of classification, provided he/she is qualified, subject to the right of the Company to assign the junior qualified employee to do the work in the classification.
- 7.10.6 The Company and the Union will develop a mutually acceptable job preference system by seniority for modified overtime crews.
- 7.10.7 For overtime on the immediately succeeding shift, the Company shall first offer the overtime to the employee in the department who is lowest in overtime hours who is on shift, unless the

overtime differential is more than sixteen (16) hours subject to Article 7.10.8. Employees will be paid at the rate of the classification of the work being done.

7.10.8 In addition to the above provisions, the following procedure shall apply in distributing overtime in the Mine Department.

1. a) **An** employee who accepts overtime shall be assigned the work to be done in the job classification for which the overtime assignment was accepted, except;
  - i) in the event of equipment breakdown that prevents the employee from working in that job classification on overtime.
  - b) An employee who accepts overtime on a modified crew on the weekend shall be assigned the work to be done in the job classification for which the overtime assignment was accepted, except;
    - i) in the event of equipment breakdown that prevents the employee from working in that job classification on overtime,  
or
    - ii) in the event one or more employees scheduled to work on the modified crew fails to report for work, in which case the selection of job classifications will be In accordance with the job preference system.
2. An employee who reports for work late on a modified crew overtime shall not be permitted to exercise his/her seniority to displace other employees engaged in their assignments.
3. If more than one employee accepts overtime, the most senior employee will be given his/her choice of classification, provided he/she is qualified.

4. A senior employee on his/her regular shift may not exercise his/her seniority to displace a junior employee working overtime.
5. In no event will a junior employee be permitted to displace a senior employee.
6. In no event will a senior employee working overtime be permitted to exercise his/her seniority to displace a junior employee working on his/her own classification on a regularly scheduled shift.
7. An employee will not be charged with overtime in the case where he/she is not fully qualified in all aspects of the job classification.
8. Overtime in the Shaftperson classification will first be offered to the employees occupying the Shaftperson and Shaftperson Helper classifications in accordance with the provisions of this article and articles 7.1.1, 7.2.0 and 7.2.1 of the collective agreement. Should the Shaftperson and/or Shaftperson Helper refuse, or otherwise be ineligible for the overtime, it will be offered to qualified employees in the mine department in accordance with the provisions of this article and articles 7.1.1, 7.2.0 and 7.2.1 of the collective agreement.

Overtime in the Shaftperson Helper classification will be offered to qualified employees in the mine department and persons occupying the Shaftperson or Shaftperson Helper classifications in accordance with the provisions of this article and articles 7.1.1, 7.2.0 and 7.2.1 of the collective agreement.

#### **MAINTENANCE DEPARTMENT:**

- 7.11.0 An employee in the Maintenance Department will not be eligible, nor will the employee be charged for an overtime assignment, which by working, would make the employee ineligible to work his/her regular shift or previously scheduled overtime shift, except where no other employee is available to work the assignment.

- 7.12.0 Employees transferring to Skilled or Non-Skilled Trades classifications in the Maintenance Department shall assume the average overtime hours in their destination classification or shall retain their present level of credited overtime, whichever is greater.
- 7.12.1 If such a transfer was not made through a permanent job posting, upon return to his/her original department, the employee's overtime record shall be adjusted to reflect only the overtime hours worked or charged in the other department in addition to the overtime hours he/she had at the time of the transfer.
- 7.12.2 New Skilled Trades employees hired into the Maintenance Department, shall assume the overtime hours of the highest credited overtime employee in the classification, plus one (1).

**ALL DEPARTMENTS:**

- 7.13.0 Overtime hours worked or charged shall be recorded in equivalent straight time hours in accordance with the following:

e.g.	8 hours at time and one half	= 12 hours
	8 hours at double time	= 16 hours
	Change Starting Time (7.5.0)	= 2 hours
	Call-In (7.4.0)	= 3 hours

All employees' credited overtime hours accrued shall be restated maintaining the differences in overtime hours between employees within each Department. These restatements may occur annually.

**EXAMPLE**

**OVERTIME HOURS**

**RESTATED AS**

Employee A	520 hours	Employee A	120 hours
Employee B	500 hours	Employee B	100 hours
Employee C	480 hours	Employee C	80 hours
Employee D	400 hours	Employee D	0 hours.

- 7.13.1 Overtime refused by an employee, while on shift or when contacted personally by telephone, shall be recorded and charged on his/her overtime record.
- 7.13.2 If any overtime hours are cancelled, reduced or increased, the record of overtime hours refused or accepted will be adjusted according to the actual number of hours worked on the overtime assignment.
- 7.13.3 It is agreed that members of the Chemsal Club Executive and Retirement committee will be excused from overtime obligations and will not be charged when participating in posted Chemsal Club or Retirement Committee activities on that day(s) when the overtime arises. For the purpose of this exclusion, day will mean the twenty-four (24)hour period on that date. The Union shall provide the Company with the names and dates of those employees who are excused from such overtime.
- 7.13.4 Employees shall only be charged with overtime missed as a result of
- (a) disability due to illness, accident or W.S.I.B.;
  - (b) leaves of absence, as defined in Article 12.7.0;
  - (c) layoff;
  - (d) Employees shall be charged with overtime worked or missed as a result of working as *an* acting foreperson, whichever is the greater;
  - (e) Employee sickness/illness on a day the employee has been absent due to sickness/illness.
- 7.13.5 The above-mentioned periods in Article 7.13.4 (a, b, c, d), shall terminate when the employee reports on his/her next scheduled shift. The above-mentioned period in Article 7.13.4 (e) will only apply for the period ending at 12 midnight on the day of the illness.
- 7.14.0 Overtime records for all employees shall be available to the Union Representative and to individual employees. The

overtime records shall be kept current and any changes posted on the lunchroom bulletin boards daily. The committeeperson or recognized Steward shall take up with the foreperson, any inequities which appear to be developing in the distribution of overtime. Where there is a dispute regarding the distribution of overtime, the Company and the Union will meet to review the overtime allocation.

- 7.14.1 The overtime record shall be maintained by the foreperson for each employee.
- 7.15.0 As far as reasonably practicable the Company shall give forty-eight (48) hours posted advance notice to production and maintenance workers of scheduled weekend work. This shall not apply in cases of emergencies or unforeseen circumstances.
- 7.16.0 When weekend overtime shifts are scheduled prior to 12:01 A.M. Thursday and subsequently other overtime **is** required, employees may be selected from those not previously scheduled.
- 7.17.0 Employees who are absent due to bereavement leave will not be eligible for overtime or charged for any overtime from the commencement of their bereavement until their return on their next scheduled shift after the period of bereavement.
- 7.18.0 **An** employee working on a mutual exchange of shift will be asked to work overtime on the basis of his/her credited overtime, provided he/she is not required to work more than sixteen (16) hours in any twenty-four (24) hour period or more than twenty-four (**24**) hours in any forty-eight (48) hour period until the available overtime has been offered to all other qualified employees in that department who can immediately be contacted either personally or by telephone.
- 7.18.1 Employees who agree to work on a mutual exchange of shift pursuant to Article 6.10.0 will be paid at straight time for such shift, except as provided in Article 7.3.0.
- 7.19.0 An employee engaged in Mine Rescue activities shall not be charged for refusing overtime on the shift preceding or following such activities.

- 7.19.1 Should such employee be required to change his/her shift to participate in such activities and thereby be paid overtime, he/she shall be charged only the premium portion of the overtime shift.
- 7.19.2 In cases where a Mine Rescue person is engaged in those activities on Saturday or Sunday, his/her overtime hours will be adjusted as hours paid.
- 7.19.3 Employees engaged in Mine Rescue operations will be paid at their straight time hourly rate upon arrival at the mine site. They will then be rotated on a twelve hour cycle and will be paid as follows until such time as they are off duty:
- |                      |                            |
|----------------------|----------------------------|
| 4 hours under oxygen | -2 x hourly rate           |
| 4 hours clean up     | -1 ½ x hourly rate         |
| 4 hours resting      | -straight time hourly rate |
- Employees under oxygen will be paid 2 x hourly rate for four (4) hours even if they are not under oxygen for the full four (4) hours.
- 7.19.4 Employees working on Mine Rescue activities will be paid in accordance with Article 7 of the Collective Agreement.
- 7.20.0 An employee in the Mine Department or in the Mill Department will not be eligible, nor will the employee be charged for an overtime assignment, which by working, would make the employee ineligible to work his/her regular shift or previously scheduled overtime shift, except where no other employee is available to work the assignment.
- 7.21.0 Once the Company commences to offer overtime, the Company has the ability to cancel the overtime opportunity and not fill the position. However, once the Company has commenced offering overtime, it cannot stop the process and force a junior qualified employee onto the position unless:
- (i) there is an equipment breakdown; or
  - (ii) in the event a scheduled employee(s) fails to report to work; or

- (iii) if there is product shortage that that prevents the employee from working in that job classification.
- (iv) Once the overtime has been offered plant wide and there are no volunteers for the position, the Company has the right to fill the position pursuant to the provisions of Article 4.7.0 of the collective agreement.

## **ARTICLE 8 - WAGES, C.O.L.A. AND CLASSIFICATION**

- 8.1.0 The classification of the employees and the classification of new occupations shall be done by the Company. The Company agrees to discuss such new classifications with the Union. If the Company and the Union cannot agree that a job can be properly placed in an existing classification, the Company and the Union will negotiate, within five (5) days after normal operations have been established, to determine a new classification and a new rate of pay for the job. In the event no agreement is reached the matter may then be referred to Step 3 of the grievance procedure and any new rate established shall be retroactive to the date of commencement of normal operations.
- 8.2.0 The classification of all occupations and the wage rates appearing in Schedule "A" attached hereto, is made part of this agreement and is signed for identification by the parties hereto. Any new occupation established during the term of the Agreement shall be deemed to be included in Schedule "A".
- 8.2.1 Classifications that contain more than one (1) job function are known as multi-function classifications. An employee must be fully qualified to perform all of the functions of such a multi-function classification.
- 8.3.0 An employee assigned to temporary work on a higher classification shall receive the higher rate of pay. An employee assigned to temporary work on a lower classification shall receive his/her regular rate as long as work is available on his/her own job classification.

- 8.4.0 A working leader shall receive ten (10) cents per hour more than the rate of the highest ranking job in the group being led.
- 8.4.1 A working leader is a member of the bargaining unit who leads and coordinates the activities of a number of persons in carrying out the work assignment in an amicable manner, as directed by the foreperson, while exercising no disciplinary authority.
- 8.5.0 During the probationary period as defined in 4.1.0, an employee, other than a Skilled Tradesperson, shall be paid at a rate of 10¢ per hour less than the rate shown in Schedule "A".
- 8.6.0 Employees working on the headframe will receive a premium of 25¢ per hour over their usual rate while performing this work.
- 8.7.0 It is agreed that an employee assigned to operate a front end loader or bulldozer shall be paid the Heavy Equipment classified rate for a minimum of one hour.
- 8.8.0 Employees working on the afternoon shift will be paid 50¢ per hour as a shift premium. Employees working on the midnight shift will be paid 65¢ per hour as a shift premium.
- 8.9.0 Effective April 1, 2005, the premium for work performed below the surface will increase to 40¢.
- 8.10.0 An employee shall receive a premium of 25¢ per hour for all hours assigned as a trainer of other employees.
- 8.11.0 During the life of this agreement the rates shown in Schedule "A" shall be adjusted on the basis of one (1) cent per hour for each .0736 change in Consumer Price Index (1992 = 100) published by Statistics Canada, calculated on the base of 125.2 in accordance with the procedure outlined below, provided that in no event shall a decline in the Consumer Price Index below 125.2 provide a basis for the reduction of the wage rates shown in Schedule "A".

The Company will fold-in existing COLA float and will establish a new base for the beginning of this Agreement.

Adjustments in the Cost of Living Allowance shall be as follows:

**Effective Date of Adjustment**

16 February  
16 May  
16 August  
16 November

**Based on C.P.I.**

January  
April  
July  
October

- 8.12.0 All employees in the Mill Department must be qualified to work on at least three (3) Schedule "A" jobs in the Mill. Employees who post into the Mill Department who are not qualified to work on at least three (3) Schedule "A" jobs will be trained within one (1) year of entry to the Mill Department

**ARTICLE 9 - LAY-OFF AND RECALL  
MINE, MILL AND NON-SKILLED DEPARTMENTS**

- 9.1.0 For the purpose of this Article, the word "plant" shall be defined as the Mine, Mill and Non-Skilled Departments collectively.
- 9.2.0 With respect to layoff procedures, it is recognized that employees holding permanent jobs have seniority within their job classification based on their plantwide seniority date detailed in the most current Schedule "B" - Master Seniority List.
- 9.2.1 It is further recognized that such employees have seniority within their department and seniority on a plantwide basis, except as outlined in the provisions of Article 15.13.0, based on their plantwide seniority.
- 9.3.0 When the Company has decided that circumstances require the reduction of the working force in any department, employees will be laid off by classification on the basis of their plantwide seniority. The most junior employees in the affected classification shall be displaced.
1. A displaced employee(s) will be permitted to exercise his/her plantwide seniority within his/her department, on any job classification with junior employees for which he/she is qualified.

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The employee exercising his/her seniority shall assume his/her seniority within his/her destination classification based on his/her plantwide seniority and the most junior employee(s) within this classification will be displaced.

2. Should a displaced employee not be qualified to perform the work of any junior employee in his/her department, he/she will be allowed to exercise his/her seniority to any job classification in another department, provided that he/she is qualified to do the work in question and there are junior employees within the job classification. The most junior employee within the destination classification will be displaced.
3. Should the employee not be qualified to perform the work of any junior employee in any department, he/she will be allowed to displace the most junior employee in his/her department and will be trained on that job. If more than one employee is being laid off and more than one employee reaches this step of the layoff procedure, the choice will be given in order of seniority beginning with the most senior employee.
4. Should there be no junior employee in his/her department, the employee will be allowed to displace the most junior employee in the plant and be trained on that job. Finally, should there be no junior employees, he/she will be laid off. If more than one employee is being laid off and more than one employee reaches this step of the layoff procedure, the choice will be given in order of seniority, beginning with the most senior employee.

9.4.0 There will, however be no requirement for the Company to perform any common core training pursuant to this Article. Furthermore the Company will not be required to train on the following jobs pursuant to this Article:

1. Hoistperson/Relief Hoistperson
2. Undercutter Operator
3. Jumbo Operator
4. Analyst
5. Dispatcher

- 9.5.0 The Company shall notify the Plant Chairperson or his/her alternate shall be advised in writing, prior to any layoffs.
- 9.6.0 In the event of an emergency, employees may be laid off without regard to seniority for a period not to exceed three (3) scheduled working days.  
"Emergency" shall be defined as any condition beyond the control of the Company.
- 9.6.1 Employees shall be recalled to their former department and classification immediately upon resumption of such operation as if such layoff did not occur.
- 9.7.0 In the event of a layoff, or annual shutdown, as defined in 10.8.0, notwithstanding their seniority status, the Plant Chairperson/Local Union President and Union WSIB/Occupational Health & Safety Committeeperson shall be continued at work as long as work is being done in the bargaining unit and a Committeeperson shall be continued at work as long as work is being done in his/her jurisdiction which he/she is qualified to do.

#### **RECALL/INCREASE WORKFORCE**

- 9.8.0 Whenever the Company decides to increase the workforce, the Plant Chairperson or his/her alternate will be advised in writing and the following procedure will be followed.
- (a) The Plant Chairperson will be the first employee recalled. Thereafter, committeepersons on layoff shall be recalled first as long as work is being done in their jurisdiction.
  - (b) Employees will be recalled on the basis of plantwide seniority providing they are willing and qualified to do the work available.
  - (c) The recall of employees on layoff shall be by telephone and registered letter to the telephone number and the address on record with the Company.

## **RECALL/HIRING OF NEW EMPLOYEES**

- 9.8.1 Prior to the exhaustion of the posting procedure in Article 5.1.0, employees may be recalled from layoff to Warehouse General in the Mill Department, or Clean Up work in the Mine Department, or that employees' original position in the Non-Skilled Maintenance Department. Thereafter, all positions that employees have been recalled to will be posted in accordance with Article 5.1.0. As well, any subsequent vacancies that result from the initial posting will be posted in accordance with Article 5.1.0. If there are no laid off employees, new employees may be hired into these classifications. However, new hires will not be allowed to apply for any postings until the provisions of Article 5.1.0 have been satisfied.
- 9.8.2 The Company shall notify the Plant Chairperson or his/her alternate shall be advised in writing, in advance of any recall and also the names of new employees in their respective order and dates of hiring.

## **EMERGENCY LAYOFF/TRANSFER**

- 9.9.0 It is understood and agreed that in the event of a complete shutdown of hoisting operations caused by fire, flood, power shortage, mechanical or electrical breakdown or lack of bulk salt storage space, employees shall be transferred or laid off in accordance with plant wide seniority (except as prescribed in Article 9.6.0).
- 9.9.1 Provided the shutdown or layoff does not exceed eight (8) consecutive calendar days, employees transferred or laid off because of the foregoing shall return to their former department and classification or occupation immediately upon resumption of such operation as if such transfer or layoff did not occur.
- 9.9.2 Employees recalled from a layoff in excess of eight consecutive (8) days will be recalled in accordance with the following;
1. all employees will be recalled to their former department and classification;

2. all positions that employees are recalled to will be posted in accordance with Article 5.1.0;
3. any subsequent vacancies that result from (1) and (2) above, will also be posted in accordance with Article 5.1.0 until all vacancies are filled.

## **ARTICLE 10 - VACATION**

- 10.1.0 Eligibility for vacation with pay during any current calendar year shall be determined on the basis of service or seniority, whichever is the greater prior to 1<sup>st</sup> January.
- 10.2.0 Vacation pay shall be calculated on the basis of forty (40) hours' pay calculated at the employee's regular straight time rate, including wage premiums, for each week of vacation or as a percentage of total gross pay in the previous calendar year, whichever is the greater.
- 10.3.0 Vacation eligibility and vacation pay shall be as follows:
- (a) less than 12 months' service or seniority - a vacation allowance equal to one-twelfth of regular pay per month of service or 4% of total gross pay, whichever is greater with the equivalent time off.
  - (b) 1 year service or seniority - 2 weeks' vacation with 80 hours' pay or 4% of total gross pay, whichever is the greater.
  - (c) 5 years' service or seniority - 3 weeks' vacation with 120 hours' pay or 6% of total **gross** pay, whichever is the greater.
  - (d) 12 years' service or seniority - 4 weeks' vacation with 160 hours' pay or 8% of total gross pay, whichever is the greater.
  - (e) 20 years' service or seniority - 5 weeks' vacation with 200 hours' pay or 10% of total gross pay, whichever is the greater.

- (f) 25 years' service or seniority - 6 weeks' vacation with 240 hours' pay or 12% of total gross pay, whichever is the greater.
- 10.3.1 Any employee whose 5<sup>th</sup>, 12<sup>th</sup>, 20<sup>th</sup> or 25<sup>th</sup> years' service or seniority falls within the current vacation year shall be permitted to **take** the corresponding number of vacation weeks, at the applicable rate of pay, beginning January 1<sup>st</sup> or the current vacation year.
- 10.3.2 In the case of employees who are celebrating their first year's anniversary, he/she must have completed twelve (12) months of service before becoming eligible for two (2) weeks' vacation.
- 10.3.3 If, however, the employee should resign or is otherwise terminated prior to his/her anniversary date, he/she will be required to reimburse the Company for the extra week of vacation he/she was granted in advance of his/her actual entitlement to the additional week in question.
- 10.4.0 Vacation pay must be drawn by an employee on the last working day before the commencement of his/her vacation, provided arrangements have been made with his/her foreperson not later than the previous Friday.
- 10.5.0 An employee who has completed the prescribed period of service as defined in Article 10.3.0 and has worked less than 1,000 hours in the previous calendar year shall be granted vacation with pay or vacation allowance in lieu of vacation on the basis of the applicable percentage of the total gross pay received in the previous calendar year. For the purposes of calculating the 1,000 hours worked, time paid for in the form of vacation pay, recognized holiday pay and periods covered by disability wages, including the waiting period, shall be counted as time worked. Periods of absence covered by W.S.I.B. and Union Business shall also be counted as time worked up to a maximum period covered by disability wages.
- 10.6.0 Subject to the conditions outlined below, it shall be mandatory that all vacations be taken between 1<sup>st</sup> January and the following 31<sup>st</sup> December in any year. An employee who is

unable to take his/her vacation during the calendar year because of illness or disability shall be paid the amount of his/her vacation allowance at the end of the calendar year.

- 10.6.1 Employees who take vacation during the Christmas week will be allowed to extend paid holidays into the first week of the next calendar year on continuous days they are scheduled to work.
- 10.7.0 In planning annual vacations, one or more of the following alternatives shall apply:
1. Reduced production schedules on a one shift basis from June 15<sup>th</sup> to Labour Day.
  2. A production shutdown for one or more weeks for major repairs between June 15<sup>th</sup> to Labour Day.
  3. Staggered vacations in all departments.
- 10.8.0 In the event of a shutdown, scheduled by the Company prior to 1<sup>st</sup> April to occur between June 15<sup>th</sup> to Labour Day, vacations for employees affected shall be scheduled to take place during the shutdown. In the event of any other shutdown, the employees affected by the shutdown may consider the shutdown as a layoff.
- 10.8.1 An employee entitled to two (2)weeks' annual vacation may be allowed to take one (1) week of vacation between January 1 and March 31 in any year subject to seniority and the efficient operation of his/her department.
- 10.8.2 in the event the Company has an annual shutdown in excess of one (1) week, those employees with two (2)weeks' vacation who have received one week of vacation between January 1 and March 31 in that year will be allowed to take the last week of the shutdown as a leave of absence or layoff. Such leave shall be included in the employee's annual entitlement prescribed in Article 12.6.0. At the end of such leave or layoff the employees affected will return to the department and job classification from which they were laid off or took leave.

- 10.9.0 Subject to the efficient operation of the departments concerned, vacation shall be scheduled by seniority to take place during, but not limited to, the months of June, July, August and September and shall be arranged as far as possible to coincide with the wishes of the employees.
- 10.9.1 The number of employees in the mine department, mill department and non-skilled maintenance department that will be allowed on vacation each week will be posted by the Company prior to the vacation periods outlined in Article 10.9.2, 10.9.3. There will be separate vacation schedules for each of the Mine, Mill and Non-Skilled Maintenance departments. The number of employees in each skilled trades classification that will be allowed on vacation each week will be posted by the Company prior to the vacation periods outlined in Article 10.9.2, 10.9.3.
- 10.9.2 Vacation requests for the period from January 1<sup>st</sup> to April 15<sup>th</sup> shall be submitted prior to the previous December 1<sup>st</sup>. The tentative vacation schedule for this period will be posted by the Company within four (4) days, by seniority. Upon posting, employees displaced will be allowed three (3) working days to reschedule their vacation request for this period, by seniority. Once the vacation schedule for the period January 1<sup>st</sup> to April 15<sup>th</sup> is finalized, all other vacations during this period will be scheduled in the order of their submission by the employees in writing and approval by the Company, in writing.
- 10.9.3 Vacation requests for the period from April 16<sup>th</sup> to December 31<sup>st</sup> shall be submitted prior to the 1<sup>st</sup> of April. The tentative vacation schedule will be posted by the Company within four (4) days, by seniority. Upon posting, employees displaced will be allowed three (3) working days to reschedule the balance of their vacation entitlement, by seniority.
- 10.9.4 Vacation schedules, once approved by the Employer shall not be changed, other than in cases of emergency, except by mutual agreement between the Union and the Employer. Once the vacation schedule for the April 16<sup>th</sup> to December 31<sup>st</sup> period is finalized, all other vacations during this period will be scheduled in the order of their submission by the employee, in writing, and approval by the Company. If an employee has not

scheduled his/her vacation by September 1<sup>st</sup>, the Company shall assign such vacation at that time.

- 10.9.5 If an employee has not scheduled his/her vacation by September 1<sup>st</sup>, the Company shall assign such vacation at that time by seniority.
- 10.10.0 Vacations shall normally start on Monday and end on Sunday. Provided he/she gives seven (7) days' prior notice in writing to his/her supervisor, an employee will be excused from overtime obligations for the period of time, from the end of his/her last scheduled shift of his/her normal working week, until he/she reports on his/her next scheduled shift following such vacation. In such cases only, the employee will not be eligible to work or be charged overtime for those days.
- 10.10.1 An employee's vacation shall be deemed to start at the end of an employee's last regularly scheduled shift prior to a vacation.
- 10.11.0 Where a paid holiday occurs immediately preceding an employee's vacation and it has been scheduled for work, the employee shall consider the day as an extension to his/her vacation, unless the employee has notified his/her foreperson he/she is available for **work**. The employee's vacation shall be deemed to start at the end of the employee's last regularly scheduled shift.
- 10.11.1 Where a paid holiday immediately follows an employee's vacation it shall be an extension of his/her vacation.
- 10.11.2 Where a paid holiday immediately precedes an employee's vacation, and the employee elects to use the day as an extension of his/her vacation, the employee's vacation shall be deemed to start at the end of the employee's last regularly scheduled shift.
- 10.11.3 Where a paid holiday or holidays occurs during an employee's vacation, he/she shall take an additional day or days either immediately preceding or following his/her vacation as an extension of his/her vacation.

- 10.12.0 Where a former employee has been re-employed, his/her vacation pay shall be reduced by the amount of any statutory or other vacation payment received by him/her on any termination of employment in respect of his/her service during the twelve (12) month period immediately preceding the 1<sup>st</sup> of January on which he/she became entitled to the vacation.
- 10.13.0 In any termination of employment an employee shall receive a vacation allowance of one-twelfth of the regular vacation pay calculated as above, for each complete month worked after January 1<sup>st</sup>. In the event that the employee has not taken his/her vacation for the current year he/she shall receive vacation pay in lieu of any vacation to which he/she is entitled for service prior to January 1<sup>st</sup>.

## ARTICLE 11 – PAID HOLIDAYS

- 11.1.0 An employee shall, subject to Article 11.2.0, be paid an amount equivalent to eight (8) hours' pay at his/her straight time hourly rate (excluding shift and overtime premiums) for the following holidays whether or not he/she works on such holidays to be observed during the term of this agreement on the following dates:

### 2005

<p>March 25, Friday            March 28, Monday            May 23, Monday            July 1, Friday            July 4, Monday            August 1, Monday            September 5, Monday            October 10, Monday            November 11, Friday            December 22, Thursday**            December 23, Friday**            December 26, Monday**            December 27, Tuesday**            December 30, Friday**            Employee's Birthday</p>	<p>* Indicates Statutory Holidays            ** Indicates Double time Holiday            Good Friday            Easter Monday            Victoria Day *            Canada Day 1            Canada Day 2 *            Civic Holiday            Labour Day *            Thanksgiving Day *            Remembrance Day            Day before Christmas            Christmas Day *            Boxing Day *            Heritage Day            Day before New Year's</p>
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## 2006

January 2, Monday **	New Year's Day *
April 14, Friday	Good Friday *
April 17, Monday	Easter Monday
May 22, Monday	Victoria Day *
June 30, Friday	Canada Day 1 *
July 3, Monday	Canada Day 2
August 7, Monday	Civic Holiday
September 4, Monday	Labour Day *
October 9, Monday	Thanksgiving Day *
November 10, Friday	Remembrance Day
December 21, Thursday **	Heritage Day
December 22, Friday **	Day before Christmas
December 25, Monday **	Christmas Day *
December 26, Tuesday **	Boxing Day *
December 29, Friday **	Day before New Year's
Employee's Birthday	

## 2007

January 1, Monday **	New Year's Day *
April 6, Friday	Good Friday *
April 9, Monday	Easter Monday
May 21, Monday	Victoria Day *
July 2, Monday	Canada Day 1 *
July 3, Tuesday	Canada Day 2
August 6, Monday	Civic Holiday
September 3, Monday	Labour Day *
October 8, Monday	Thanksgiving Day *
November 12, Monday	Remembrance Day
December 21, Friday **	Heritage Day
December 24, Monday **	Day before Christmas
December 25, Tuesday **	Christmas Day *
December 26, Wednesday **	Boxing Day *
December 31, Monday **	Day before New Year's
Employee's Birthday	

## 2008

January 1, Tuesday **	New Year's Day *
Employee's Birthday	

- 11.2.0 However, an employee shall not be entitled to be so paid:
- (a) If he/she does not work on any such holiday when he/she has been required or scheduled to do so unless a valid reason is given for such failure. Labour Day activities will be considered a valid reason, subject to the ability of the Employer to schedule necessary employees.
  - (b) If he/she is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday. However, it is understood that if an employee is given permission by supervision to be off on either or both of the above days, this will count as time worked for the purpose of qualifying for holiday pay.
  - (c) With respect to the non-statutory paid holidays prescribed in Article 11.1.0, if he/she has not acquired seniority status under Article 4.1.0.
- 11.2.1 Also in the case of illness certified by medical certificate or leave of absence, an employee shall receive his/her full holiday pay if his/her absence did not commence more than fifteen (15) calendar days prior to the holiday in question. An employee shall be entitled to holiday pay for any recognized holiday that occurs within fifteen (15) calendar days of a layoff due to a shortage of work.
- 11.3.0 If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause 11.1.0 the day of observance *so* substituted shall be deemed to be the holiday for the purpose of this article.
- 11.4.0 If an employee is compelled to work on a paid holiday, (save and except for the employee's birthday), such employee shall be given, subject to the efficient operation of the department, the option to the day off without pay at a time mutually acceptable to the Company and the employee. The substitute day shall be taken within sixty (60) days of the paid holiday worked and will not be taken in conjunction with another paid holiday.

- 11.5.0 Employees will not be required to work on their birthday. For the purposes of this Article, an employee's birthday shall be defined as the twenty-four (24)hour period of the birthday (or the date observed as the birthday) and shall commence at 12:01 a.m. on that date. Employees will not be asked to work or be charged overtime on their birthday.
- 11.5.1 An employee whose Birthday falls on a Monday or a Friday or who elects to observe his/her Birthday on a Monday or a Friday will be excused from overtime obligations from the end of his/her last regularly scheduled shift of his/her normal working week, until he/she reports on his/her next regularly scheduled shift of the next work week, provided he/she gives seven (7) days' prior notice in writing to his/her supervisor. In such cases only, the employee will not be eligible to work or be charged overtime for those days.
- 11.6.0 In the event that an employee's birthday falls on a recognized holiday or weekend, he/she shall take the working day off immediately preceding or following such recognized holiday or weekend.
- 11.6.1 Upon application in writing at least two (2)weeks in advance, an employee whose birthday falls on Tuesday, Wednesday or Thursday of his/her work week shall have the option of observing that holiday on the Monday or Friday of that same work week. When an employee is observing his/her birthday on a Monday or Friday, and that day is a holiday prescribed by this Agreement, the employee will be allowed to take the Tuesday or Thursday of the same week as the holiday. Whether the employee chooses to observe the holiday on the Monday or Friday, or the Tuesday or Thursday (respectively)as the case may be, will depend on how many employees may be observing the same day as their birthday. Such cases will depend on the efficient operation of his/her department.

## ARTICLE 12 - BEREAVEMENT, JURY DUTY, LEAVES OF ABSENCE

- 12.1.0 The Company will grant, to a seniority employee five (5) consecutive scheduled non-overtime days' leave of absence with pay at straight time due to the death of the employee's child, current spouse or stepchild of current spouse.
- 12.1.1 The Company will grant, to a seniority employee five (5) consecutive scheduled non-overtime days' leave of absence with pay at straight time rate due to the death of the employee's parent or step parent, parent or step parent of current spouse. The Company will grant, to a seniority employee three (3) consecutive scheduled non-overtime days' leave of absence with pay at straight time rate due to the death of the employee's, brother or step brother, sister or step sister.
- 12.1.2 In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, grandparents or grandchildren, or aunt, uncle, grandparents of current spouse, or grandchildren of current spouse, the Company will grant one (1) day's leave of absence with pay at straight time. If the day of the funeral is not a working day for the employee, this day will be taken either on the employee's last working day before the day of funeral, or first day scheduled back to work following the day of the funeral. The Employee will advise the Company of the day they are taking for this leave.
- 12.2.0 If the death occurs while an employee is on vacation, an equal period of vacation will be rescheduled at a time to be approved by the Company and which does not interfere with the scheduled vacations of other employees.
- 12.3.0 An employee who is summoned and reports for jury duty or is subpoenaed as a witness shall be paid by the Company for any straight time earnings lost.
- 12.3.1 Employees will not be required to work their scheduled shift or overtime on the date or dates they appear as a subpoenaed witness or on jury duty. The employee may qualify for weekend

overtime prior to the end of the **jury** duty or subpoenaed term only if he/she notifies his/her foreman of their availability.

- 12.3.2 If an employee is on jury duty or is subpoenaed as a witness during **an** employee's vacation or leave of absence (as defined in article 12.6.0), or on a paid holiday as listed in article 11.1.0, the employee's leave of absence or vacation or observance of the paid holiday will be extended by the number of days required to complete these duties.
- 12.3.3 This provision does not apply if an employee is subpoenaed as a witness to a proceeding involving the Company and the Union or any bargaining unit employee of the Company, unless subpoenaed by the Company.
- 12.3.4 In order to qualify for such payment, the employee will be required to give the Company prior notice that he/she has been summoned for jury duty or subpoenaed as a witness and to furnish satisfactory evidence that jury duty was performed or that he/she attended as a witness on the days for which he/she claims such allowance.
- 12.3.5 **Any** payments received by the employee from the courts shall be deducted from the employee's wages over the same period that they were received.
- 12.4.0 Application for leave of absence for personal reasons shall be made on forms supplied by the Company. A copy of the application showing the final decision of the Company shall be supplied to the Plant Chairperson/Local Union President.
- 12.5.0 An employee, who is elected or appointed to a full-time or part-time position with the Union, or an affiliate, shall be granted a leave of absence without pay or benefits, not to exceed twenty-four (24) months. Upon written application, thirty (30) days prior to the twenty-four (24) month period, where practical, or any subsequent twenty-four (24) month period, the leave of absence will be extended for an additional twenty-four (24) months. Said employee shall continue to accumulate service, pension credits and seniority while on such leave.

- 12.6.0 Members of the bargaining unit, not exceeding ~~six~~ (6) in number at any one time (one from Mill, one from the Mine and one from each Skilled Trade to a maximum of four (4) from Surface and Underground Maintenance Departments combined), shall be granted upon request, a leave of absence without pay not to exceed ~~six~~ (6) weeks during the life of this Agreement. It is expressly understood and agreed that ~~an~~ employee shall not be granted a leave of absence in excess of two (2) weeks in any one year and also that such leave of absence shall not be granted when the leave of absence requested interferes with the vacation rights of other employees.
- 12.6.1 Application for such leave of absence must be submitted to the employee's supervisor at least two (2) weeks prior to the commencement of such leave.
- 12.6.2 Leaves of absence during the prime vacation time (June 15<sup>th</sup> to September 15<sup>th</sup>, the month ~~of~~ October and the 15<sup>th</sup> December to the 15<sup>th</sup> January) will be subject to the efficient operation of the section or department.
- 12.7.0 ~~An~~ employee who is off work with permission for a period not exceeding three (3) working days shall not be considered to be on a leave of absence.
- 12.8.0 When a leave of absence has been approved no other employee may displace such leave of absence within a ninety (90) day period prior to commencement of the approved leave.
- 12.9.0 Members of the Union not exceeding two (2) in number (or up to five (5) members of the negotiating committee), or any members of the Local Union Executive Board, at the request of the National Representative, or Local Union, at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union, provided that such leave of absence shall not in any event exceed ten (10) months in the aggregate during the term of the Agreement. The Company will be provided at least one (1) months' notice of ~~any~~ leave in excess of three (3) months, where practicable.
- 12.10.0 ~~An~~ employee convicted of an offence under the Highway Traffic Act or Criminal Code arising out of the operation of a motor

vehicle and who is absent from work as a result of such conviction for a period not to exceed one hundred and twenty (120)calendar days, shall be treated as though he/she were on a leave of absence without pay.

- 12.11.0 **An** employee with seniority, elected to office as an MP or MPP will be entitled to a leave of absence without pay or benefits for the period of his/her first term of active service. Additional leaves of absence without pay or benefits may be granted by the Company at the option of the Company upon written application by the employee. No more than one (1)unionized employee of the Company may be on a Public Office Leave of Absence at the same time.

Any employee granted such a leave of absence shall be entitled to reinstatement on the completion of the leave at the employee's applicable rate of pay, subject to the seniority provisions of the collective agreement. Seniority rights and pension service credits will continue to accumulate during the period of such leave of absence.

An employee seeking office as an MP or MPP will be entitled to a leave of absence without pay or benefits on the same terms and conditions as set out in this Article for a period not to exceed three (3)months.

### **ARTICLE 13 - SAFETY AND HEALTH**

13. .0 The Company recognized its responsibility to provide a safe and healthy working environment for all the employees at the Mine.
13. .1 The Company and the Union mutually recognize their obligation to cooperate in the maintenance of safe and healthy working conditions and safe work practices.
- 13.1.2 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
- 13.1.3 Nothing contained in this Article shall be construed to restrict any employee's rights under Provincial Legislation covering health and safety.

- 13.2.0 Any injury which occurs in the course of employment shall be reported immediately by the employee to the nearest first aid attendant and to the foreperson as soon as practicable. Any accident, hazard or unsafe condition shall be reported immediately by the employee to his/her foreperson. The health and safety representative shall receive copies of safety recommendation forms and W.S.I.B. Form 156 related to the above as soon as possible. The employee and the Union shall be provided with a copy of the mine hospital sheet, when requested by the employee. In situations where an injury has occurred, the Company agrees to recognize the need to carefully balance all issues/interests arising out of the investigation before considering the need for discipline.
- 13.2.1 Should the W.S.I.B. claim of an employee be delayed beyond seven (7) days for any reason, the Company and the Union Representatives agree to meet and discuss the possibility of paying disability wages pursuant to the terms and conditions of the Disability Wage Plan.
- 13.2.2 The payment of disability wages will be conditional upon the employee signing a waiver suitable to the Company.
- 13.3.0 In addition to the functions referred to in Article 2 of this Agreement, it is agreed that each Committeeperson shall perform the following functions with respect to matters pertaining to safety and health:
- (1) Inspect his/her department or working area each month with his/her foreman and make joint recommendations to the Superintendent.
  - (2) Attend the monthly meetings of the General Safety Committee as the representative of the employees of his/her department or working area. In addition, he/she may attend monthly departmental safety meetings if he/she so desires.
  - (3) Accompany the Inspector of the Ministry of Mines or their designate/agent on any inspection of his/her department or working area. Accompany an inspector from another

Ministry, in accordance with the provisions of the Occupational Health and Safety Act.

- (4) Receive copies of accident investigation reports of safety incidents that occur in his/her department or working area in a timely manner. Confined Space permits will be available to the Union through the Safety Department..
- (5) Participate in the formal investigation of lost time, medical aid injuries and safety related incidents or concerns that occur in his/her department or working area and to receive copies of all signed statements made at such meetings.
- (6) A formal health and safety related incident investigation shall not commence without the Union Health and Safety Representative present.

13.3.1 It is recognized that there may be some occasions when the Plant Chairperson and/or Local Union President may be required to attend any of the above mentioned functions and in these instances the Company agrees to such requests in conformity with past practice.

13.3.2 Time spent in the performance of these functions shall be paid for by the Company at the appropriate rate of pay and shall not be counted as time spent on Union Business as provided in Article 2 of this agreement.

13.4.0 The Company and the Union agree to abide by the provisions of Chapter 83, Parts 5 and 6, of the Occupational Health and Safety Act dated 1978 (effective October 1, 1979) during the course of this agreement.

13.5.0 The Company shall provide annual medicals, at no cost to its employees. Such medicals shall include chest x-rays, audiograms and lung function tests. Should an employee desire to have such a medical performed by another physician of his/her choice it is expressly understood and agreed that any costs incurred shall be the responsibility of the employee. The Company will compensate for up to two (2) hours of lost time at straight time hourly rate if an employee qualified in the Hoist

classification is required to attend for an annual medical from a third party.

- 13.5.1 Upon receipt of written authorization by an employee, test results or medical records will be released or made available to his/her family physician.
- 13.5.2 The Company agrees to provide copies of, or access to, the results of tests involving the research or measurement of harmful or toxic substances to which an employee may be exposed.
- 13.5.3 A Skilled Trades or Occupational Health & Safety representative from the National Union shall be allowed to enter the plant property when requested by the Union Committee provided proper written notification has been given to the Mine Manager.

A Workplace Safety and Insurance Board representative from the National Union shall be allowed to attend at the plant for meetings with the Company and a Workplace Safety and Insurance Board representative. The Local 1959 President shall be allowed to attend at the plant for meetings with the Mine Manager and/or at the Plant Union Committee regarding W.S.I.B. issues with reasonable notice.

- 13.6.0 A notice of safety meetings shall be sent to each representative not less than two (2) working days in advance of the meeting.
- 13.6.1 The Company further agrees:
  - (a) Whenever the Company requires the use of additional personal safety equipment it will make such equipment available to employees requiring such equipment at no cost. The Company also agrees to pay all employees:

Effective March 1, 2005	\$145
Effective February 16, 2006	\$150
Effective February 16, 2007	\$155

per year toward the cost of safety shoes and to pay the full cost of approved safety glasses and prescription safety

glasses to a maximum of one pair every two (2) years and to replace such glasses which are broken or damaged on the job and not replaced by the Workplace Safety & Insurance Board. The Company agrees to pay the cost of eye exams required for safety glasses if the exams are conducted at an approved Company vendor. The approved Company vendor will be either an ophthalmologist or optometrist. In addition to the above, all employees classified as skilled trades and permanent prep crew will receive a second payment in the same amount, by September 1<sup>st</sup> of each calendar year, upon satisfactory proof of purchase.

September 1<sup>st</sup> of each calendar year, upon satisfactory proof of purchase, employees who have completed a six (6) month temporary assignment as prep crew will also be eligible for such second payment.

- (b) To pay the full cost of miners' belts, hard hats and hearing protection required on the job.
- (c) To provide waterproof coveralls for employees engaged in mixing "blue treatment" and mucking in the sump and regular coveralls for powdermen, permanent undercutter operators, permanent jumbo operators and employees engaged in excavation work in new underground construction, roof bolt drilling, jack leg drilling and as fuelers, oilers and greasers.
- (d) To provide regular coveralls for employees holding the classification of clean-up on a five (5) pair rotation.
- (e) The Company will provide Skilled Trade employees in the Surface Maintenance Department with one (1) winter coat per year.

13.7.0 The Company shall provide an overtime meal to the value of ten dollars (\$10.00) if an employee is required to work more than ten (10) hours in one (1) shift.

13.7.1 The Company realizes that the price of meals may increase due to inflation and agrees to continue to provide meals comparable

- in quantity, quality and selection to those supplied under past practice should costs change.
- 13.7.2 In addition to applying for overtime shifts continuous with an employee's regular shift, this Article will apply to those employees returning to work for a shift starting up to two (2) hours from the end of their last shift worked.
- 13.7.3 The Company agrees that one member of the Plant Committee will be present when negotiating meals with the supplier.
- 13.8.0 Safety representatives will not be required to act as witnesses against bargaining unit employees in instances of discipline or discharge related to safety violations.
- 13.9.0 Should any employee become medically unfit to perform the duties of his/her classification the Company will consult with the Union in an effort to place the employee in another classification which he/she is capable of performing. Should there be no such work available the Company will review the status of the employee with respect to his/her entitlement to Company benefits under the Industrial Relations Plans. Should he/she not be eligible for benefits under such plans, he/she shall be laid off.
- 13.9.1 Should he/she subsequently become medically fit and able to return to work, he/she shall be permitted to return without loss of seniority, in line with the provisions of Article 4.3.0, to a position his/her seniority entitles him/her to and will be trained, if necessary.
- 13.10.0 While working on surface on a light duty job, an underground employee will continue to receive the underground premium for all hours worked.
- 13.10.1 Preference will be given to the most senior temporarily disabled person able to perform such jobs or duties, and who is able to assume his/her regular duties within sixty (60) days of assignment to the job. Upon return to his/her regular duties, the position will be filled by the next most senior temporarily disabled person able to perform such jobs or duties. Should there be no one eligible, the Company may consider retaining

the person on the light or modified duties until another person becomes eligible.

- 13.10.2 Overtime occurring on these jobs will be offered first to the person on the job. That person will not be eligible for overtime in any other job. This provision shall not apply to non-disabled employees who are performing such duties.

## **ARTICLE 14 - HEALTH AND WELFARE BENEFITS**

- 14.1.0 It is agreed that the application of the Industrial Relations Plans comprising the Group Life Assurance Plan, the Pension Plan, (as amended 15<sup>th</sup> February 1984 in regards to curing of service for layoffs only from 1955 to February 15<sup>th</sup>, 1984 for those persons on payroll only as of February 15<sup>th</sup>, 1984 and the curing of service for strike time in the 1975 and 1990 strikes for current employees, effective January 1, 1990), the Ontario Health Insurance Plan, if applicable, and the Disability Wage Plan and Health and Welfare benefits as listed in 14.2.0, shall continue in respect of the employees of the said works.
- 14.2.0 The Company will provide all employees and their eligible dependants with the following health and welfare benefits, effective the first of the month following the completion of three (3) months' service:
- 14.2.1 Green Shield Pay Direct Drug Plan 65 (\$1.00 co-pay with Product Selection)
  - 14.2.2 Ontario Health Insurance Plan (if applicable)
  - 14.2.3 Green Shield Semi-Private coverage (Plan 1)
  - 14.2.4 Green Shield Dental Plan 74
  - 14.2.5 Green Shield Extended Health Services U-5 Plan (without-of-Province coverage) or arrangement of Green Shield Plans that provide equivalent benefits to the U-5 plan.
  - 14.2.6 Out of Province Plan OD (formerly referred to as Medex Deluxe)
  - 14.2.7 Life Insurance will be provided in the amount of

Effective April 1, 2005	\$	40000
Effective February 16, 2006	\$	41000
Effective February 16, 2007	\$	42000

for all Non Skilled Trades employees and Skilled Trades employees.

- (a) Commencing April 1, 2005 the Company will pay the premium on \$36,500 of the face value of the policy. Effective February 16, 2006 this amount will be increased to \$37,500. Effective February 16, 2007 this amount will be increased to \$38,500.
- (b) Under the terms of the Insurance Policy administered by Maritime Life under Policy 71967 or a policy providing identical benefits with another carrier, a totally disabled employee has the option to elect to receive Installment Disability Benefits commonly known to the Company and Union as “Payout of the Life Insurance”, or to elect to receive Long Term Disability Plan benefits.
- (c) Upon retirement, an employee’s life insurance will be reduced to a \$10,000 Company paid policy, unless the employee is in receipt of Installment Disability Benefits where the amount of the insurance has been totally paid out.
- (d) The Company will pay the premium for life and accidental death and dismemberment insurance for all active members of the Mine Rescue Team to a maximum of twenty (20) persons.
- (e) The members of the Mine Rescue Team will be covered while in attendance at Mine Rescue Competitions, in transit from, or to, a call to perform, or having performed, “Mine Rescue work”. The insurance coverage for these employees will be a flat \$50,000 benefit.

14.2.8 Canadian Salt Company Limited Employees’ Pension Plan, administered by Canadian Salt and registered with The Ontario

Pension Commission as 0228015 as amended from time to time.

- 14.2.9 Disability Wage Plan, providing Sickness and Accident Benefits from the first day of hospitalization or after seven (7) consecutive days of disability as follows:
- (a) For employees who have attained seniority status but have less than one year of seniority, 66 2/3% of regular wages for a maximum period of 20 weeks.
  - (b) For employees with one or more years of seniority, payment shall be as follows:
    - (i) In respect of non-occupational disability, an employee will be paid a minimum of \$260.00 per week or 80% of regular wages, whichever is greater, for a maximum period of 26 weeks and 50% of regular wages for a further maximum period of 26 weeks.
    - (ii) For the purpose of this Plan, the regular wages of an employee paid by the hour shall be his/her hourly rate as established for Industrial Relations Plan purposes multiplied by the standard work hours that have elapsed during the period for which payment is being made; if he/she is paid by the day, week or month, his/her regular daily, weekly or monthly rate, respectively, shall be used.
- 14.2.10 Long Term Disability Plan, providing Monthly Indemnity Benefits from Maritime Life under Policy 71967 or a policy providing identical benefits with another carrier, in the amount of \$1600 per month effective April 1, 2005, \$1700 per month effective February 16, 2006 and \$1800 per month effective February 16, 2007. These amounts are with no carve out.
- 14.2.11 The Company agrees to pay fringe benefit premiums for a period of thirty-six (36) months in cases of sickness or accident except for life insurance for which the Company will pay its portion of the premium.

- 14.2.12 Employees absent due to Sickness or Accident or W.S.I.B. or Long Term Disability shall continue to accumulate seniority.
- 14.2.13 Employees absent due to Sickness or Accident or W.S.I.B. or Long Term Disability shall continue to accumulate service in accordance with the Pension Plan.
- 14.2.14 The Company agrees to amend these Plans in accordance with the Memorandum of Settlement dated February 19, 1999 and also agrees they will continue without further change during the term of this Agreement unless changes are agreed to between the Company and the Union.
- 14.2.15 The Company will pay 100% of the premium for an Employee Assistance Program
- 14.3.0 The Company will provide all pensioners, their spouses and eligible dependents with the following health and welfare benefits:
1. Green Shield Pay Direct Drug Plan 65 (.35¢ co-pay with Product Selection).
  2. O.H.I.P. (if applicable).
  3. Green Shield Semi-private coverage (Plan 1)
  4. Green Shield Extended Health Services U-5 Plan - No Deductible
  5. Audio H-1
  6. Vision Plan 7 - \$225/24 months.
  7. Out of Province Plan OD (formerly referred to as Medex Deluxe)
  8. Basic Dental Plan 10
  9. Ontario Drug Benefit CO-Pay plus Deductible
- 14.4.0 It is also agreed that written copies of the health and welfare benefits plans will be made available to each employee and in the event of violation of any of these plans the employee shall have the right to grieve under this agreement.
- 14.5.0 The Company will print the Employee's Handbook in the back of the Collective Agreement booklet. The Handbook will not, however, form part of the Collective Agreement.

- 14.6.0 In the event of the death of an employee or pensioner, the Company agrees to continue to pay the premiums for applicable health insurance coverage for a dependent surviving spouse and eligible dependents, for a maximum of seventy-two (72) months, unless the person qualifies for premium free coverage or coverage through another employer before that time.
- 14.7.0 The Company will continue to pay all benefits under the industrial relations plans covered in the Collective Agreement for an employee on short term leave, not to exceed two (2) months in a calendar year, provided there is no duplication of any benefits while on such leave and provided the Local Union gives the Company written notice of the leave of absence, where practical.

### **ARTICLE 15 - SKILLED TRADES**

- 15.1.0 For the purpose of this Article, the words "Skilled Trades" shall refer to the following classifications: Machine Repairperson, Welder, Electrician, Carpenter and Painter.
- 15.2.0 Any further employment in the Skilled Trades occupations after the signing of this agreement shall be limited to Journeypersons, except that during the period when Journeypersons are unavailable, it is agreed that non-journeyperson employees, whose duties shall be to assist Journeypersons, may be reclassified on a temporary basis to supplement the work force in a Skilled Trades classification. Such non-journeyperson employees shall be classified as supplemental employees. Vacancies for supplemental employees shall be posted plantwide and filled in accordance with the applicable provisions of Article 5.
- 15.2.1 A supplemental employee shall not accumulate seniority in the Skilled Trades department.

### **PERMANENT JOB POSTINGS/ASSIGNMENTS**

- 15.3.0 Any permanent vacancy for a Skilled Trades employee or job assignment within a classification shall be posted plantwide for a period of forty-eight (48) hours. Applications will only be accepted from employees who qualify under Article 15.4.0, in

the same classification as noted in the posting. The most senior tradesperson will be the successful candidate. An employee successfully posting to a job in a different department will be allowed to resign the position and return to their former position within five (5) working days, and shall retain their seniority. The next most senior qualified applicant will then be awarded the position.

15.3.1 The successful candidate shall be placed on the job within fourteen (14) days from the posting termination date. Any permanent Skilled Trades openings not filled in accordance with Article 15.3.0 shall be filled as follows:

- (a) by the most senior laid off employee qualified in the classification required;
- (b) by a new hire;

Prior to hiring, the Skilled Trades Committee person shall be given an opportunity to review the credentials of candidates claiming Journey person status.

15.3.2 When a Journey person becomes available either by hire or transfer, in a skilled classification to which a supplemental employee has been assigned, such Journey person shall replace the supplemental employee who shall then be laid off or returned to his/her original department.

### **TEMPORARY JOB POSTINGS/ASSIGNMENT**

15.3.3 When a temporary Skilled Trades vacancy, or job assignment within a classification occurs for any reason other than casual absence (herein defined as any absence up to seven (7) calendar days) the Company will post the vacancy, or job assignment within a classification in the Maintenance Departments simultaneously for a period of twenty-four (24) hours unless the posting takes place on a Friday when it will be posted for thirty-two (32) hours. The most senior tradesperson in the classification in the department where the vacancy or job assignment occurred who desires the position will be the successful applicant. Should there be no

applicant from that Department the successful applicant will be the most senior tradesperson in the classification from the other Maintenance Department who applied for the vacancy.

- 15.3.4 The successful applicant will assume the shift schedule of the vacated position. The Union will be notified in writing of the successful applicant as the result of the posting. If no one desires the position, it will be assigned to the most junior tradesperson in the classification in the Maintenance Departments, or cancelled at the option of the Company. There will be no requirement to post the opening created by such assignment.
- 15.3.5 A Skilled Trades employee will be permitted to hold a permanent job and one temporary job in the same classification.
- 15.4.0 The term “Journeyman” shall mean any person:
- (a) Who is now classified as a Skilled Tradesperson at Ojibway Mine, or
  - (b) Who holds a C.A.W. Journeymen card in one of the classifications listed in Article 15.1.0, or
  - (c) Who, in the case of a non-apprentice based trade, has 8 years of practical experience in such trade and can produce satisfactory documentary evidence to substantiate his/her claim, or
  - (d) Who has served a bonafide apprenticeship recognized by the Province of Ontario in one of the Skilled Trades listed in paragraph 15.1.0, and holds a certificate which substantiates his/her claim to such service, or
  - (e) Who in the case of an Electrician or a Mechanic holds a valid license as prescribed by law.
- 15.5.0 Work which is normally performed by Skilled Trades employees shall be assigned to Journeyman tradesperson or supplemental employees as defined in clauses 15.2.0 and 15.4.0; however, it is understood and agreed that:

- (a) Labourers in the Maintenance Department shall continue to assist Skilled Tradespersons by performing non-skilled work associated with the work of the Tradespersons.
- (b) Members of one Skilled Trade shall continue to assist members of another Skilled Trade, when so required.

However, when modified Maintenance crews are working on overtime, the Company shall utilize **two** members of a Skilled Trade to perform the work rather than having a member of one Skilled Trade assist a member of another Skilled Trade when so required, where there is no possibility of work being required in more than that trade. This paragraph does not apply to Skilled Trades employees in Skilled Trades classifications with only one employee.

The Company will **also** keep a Skilled Trades employee on to work overtime at the end of his/her shift (other than to replace an employee who is absent on the following shift) to assist a member of the same skilled trade where there is no possibility of work being required in more than one trade. This paragraph does not apply to Skilled Trades employees in Skilled Trades classification with only one employee.

- (c) Available maintenance work underground or on surface shall be distributed by classification among employees normally performing the work to be done in their respective departments.

15.6.0 The Company will train Skilled Trades employees to perform work in their trades in the maintenance of new equipment and the skills necessary to maintain existing equipment.

15.6.1 Furthermore, the parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required *so* that Skilled Trades employees can perform the duties of their trade.

- 15.6.2 The Company agrees to continue its present practice of affording the workers affected by the introduction of new technologies the opportunity to apply themselves to the new skills and the new technology so that they can perform the duties of their trade.
- 15.6.3 The Company will continue to pay the cost of the training to afford Bargaining Unit employees (who have the basic knowledge and ability to be trained) the opportunity to keep current with new methods, tools, machines, and new technology affecting their work and job security.
- 15.6.4 The Company will notify the Union ninety (90) days in advance of any introduction in new technology and will notify the Union in advance of the introduction of new techniques so as to give the affected Bargaining Unit employee (who has the basic knowledge and ability to be trained) the opportunity to become acquainted with the new skill needs so that he will be available to perform the work when needed.
- 15.6.5 During his/her regularly scheduled work week all hours involved on training shall be considered as hours worked and the Company agrees to pay the employees attending such courses the appropriate rate of pay as outlined in Article 7.2.0 and approved expenses, less any monies received from other sources.
- 15.6.6 Should such training take place on the employee's day(s) off, he/she shall be paid straight time wages for the hours spent at such training except when he/she would have been called to work overtime in which case he/she will be paid in accordance with Article 7.3.0.
- 15.6.7 Hours spent on training off the Mine site will be paid a maximum of eight (8) in any calendar day.
- 15.7.0 The Company will deduct, from the pay of each Journey person, as defined in Article 15.4.0 the annual Skilled Trades dues, as directed by the Union. Such deductions will be made from the same pay period as the deduction of the Union initiation fee and thereafter, on an annual basis from the second pay period in

January, such dues shall be remitted to the appropriate Local Union along with a list of each Journeyperson designating his classification and the amount deducted.

- 15.8.0 The Company shall supply metric and specialized tools for use by Skilled Trades employees when required in the performance of their work.
- 15.8.1 The Company will continue its past practice of repairing or replacing employees' tools that have been damaged while performing assigned maintenance work. Lost tools will also be replaced by the Company at no cost to the employee if such loss is reported to the employee's supervisor within a reasonable time and with a reasonable explanation as to the circumstances surrounding the loss.
- 15.8.2 The Company will reimburse Skilled Trades employees up to a maximum of \$100.00 per calendar year per person, for Skilled Trades license(s) that they require in the performance of their duties. Trades persons will be required to show their licence or proof of payment. If amount payable is for 2 or 3 years, then this payment is cumulative.
- 15.9.0 Skilled Trades Maintenance overtime occurring underground and on surface shall be distributed by classification among the employees normally performing the work to be done pursuant to Article 7. This provision shall not preclude the temporary assignment of duties in one area to employees normally working in the other area.
- 15.9.1 **A** Skilled Trades employee in the Maintenance Department will not be eligible, nor will the employee be charged for an overtime assignment, which by working, would make the employee ineligible to work his/her regular shift or previously scheduled overtime shift, except where no other employee is available to work the assignment.
- 15.10.0 Where a breakdown has occurred causing a stoppage or reduction of production hoisting operations or boatloading, the Maintenance persons performing that repair may remain on the job after normal shift change to a maximum of two (2)hours

regardless of their credited overtime until the succeeding shift has arrived on that job.

- 15.11.0 Only properly instructed and qualified Skilled Tradespersons shall perform the regular inspections of the hoists and sign the required record books.
- 15.12.0 The Company agrees to continue its present coverall service, a seven (7) pair cycle, for all classified Skilled Trades employees at no cost to the employees.
- 15.13.0 The seniority of Skilled Tradespersons shall be established by separate seniority lists for each classification listed in section 15.1.0. Present employees in these classifications shall retain their present seniority date. The seniority date of future new employees shall be established in accordance with the provisions of Article 4.1.0 of this Agreement. The seniority date of an employee who is reclassified from a nontrades classification to a Skilled Trades classification shall be the date of reclassification.

#### **LAYOFF**

- 15.14.0 In the event of a layoff in any Skilled Trades classification, the junior employees in that classification on a plant wide basis shall be laid off, provided the remaining employees are willing and qualified to perform the work available.
- 15.14.1 The employees affected shall be given preference in filling new vacancies in unskilled classifications, but shall not be permitted to carry their seniority into these classifications.
- 15.14.2 In the event the employee laid off in one classification is qualified under paragraph 15.4.0 as a Journeyperson in another Skilled Trades classification, the employee shall be permitted to displace a junior employee in the other classifications. Such employee shall return to his/her former classification on recall or shall take date of entry seniority into the new classification and shall forfeit any recall right to his/her former classification.

15.14.3 Should a classification be discontinued or eliminated, the employees affected shall be permitted to exercise their total company seniority in displacing junior employees in other classifications provided the employee is willing and qualified to do the work available.

### **RECALL**

15.15.0 Recalls in any Skilled Trades classification shall be in reverse order of layoff by classification provided the employee is willing to do the work available.

15.16.0 When weekend Skilled Trades overtime shifts are scheduled prior to 12:01 A.M. Thursday and subsequently other Skilled Trades overtime is required, employees may be selected from those not previously scheduled.

15.16.1 A Skilled Trades employee who has worked two consecutive forty-eight (48) hour weeks will be permitted to be absent with permission one day within the following week provided he/she notifies his/her supervisor by Friday of the preceding week, and provided further that such employee will not be required for any weekend work because of hoisting or boat loading requirements.

15.17.0 Troubleshooting, adjusting, and repairing commissioned programmable logic controller programs will be considered work normally assigned to bargaining unit electricians in their respective departments. Accessing and changing operator menus and screens only in operator mode will not be considered adjusting.

15.18.0 The provisions of Articles 9.5.0, 9.7.0, 9.8.0 and 9.8.2 also apply to Skilled Trades employees.

## **ARTICLE 16 - EMPLOYMENT OF HOISTPERSONS**

16.1.0 The rate of pay in the Hoistperson classification shall be maintained at parity with the Skilled Trades classification.

16.1.1 The word "Hoistperson" as used in this Article 16 refers to an employee who is qualified in this classification in accordance

with the requirements of the Occupational Health and Safety Act 1978 and Regulations for Mines and Mining Plants.

- 16.2.0 Permanent vacancies in the Hoistperson classification including Relief Hoistperson, shall be posted plantwide in accordance with the procedure outlined in Article 5.1.0. An employee who is employed as a Relief Hoistperson, during periods of leave of absence, injury, illness or vacation, shall be permitted to retain his/her seniority in his/her former classification but shall not accumulate seniority in the Hoistperson classification.
- 16.3.0 In the event of a curtailment of work, Hoistpersons shall be permitted to exercise their seniority in accordance with Article 9.1.0, 9.2.0, 9.2.1, and 9.3.0.
- 16.4.0 Overtime in the Hoistperson classification shall be distributed in accordance with the following procedure and subject to the provisions of Article 7.1.1:
- (1) (a) Overtime resulting from casual absence of two (2) days or less, shall be offered first to the regular Hoistpersons.
    - (b) If refused by regular Hoistpersons, it shall be offered to the Relief Hoistperson(s).
    - (c) If refused by Relief Hoistpersons, it shall be offered to qualified Spare Hoistpersons from the Mine Department.
  - (2) A Relief Hoistperson, or qualified spare Hoistperson who is the successful applicant of a temporary job vacant for a regular Hoistperson during periods of vacation, disability or other leave of absence, shall share in the distribution of overtime while serving in this capacity.
  - (3) (a) Overtime resulting from the casual absence of a Relief Hoistperson, shall be offered first to the other Relief Hoistperson(s).

- (b) If refused by the Relief Hoistperson(s), then the overtime will be offered to the qualified spare Hoistpersons in the Mine Department.
  - (c) If refused by the qualified spare Hoistperson(s), then the overtime will be offered to the regular Hoistperson.
- 16.5.0 A Regular or Relief Hoistperson who has worked two consecutive forty-eight (**48**) hour weeks will be permitted to be absent with permission one day within the following week provided he/she notified his/her supervisor by Friday of the preceding week, and provided further that such employee will not be required for any weekend work because of hoisting.
- 16.6.0 When a Hoistperson is working twelve (12)hours production, he/she shall receive a 10 minute break period during the last four (4)hours, in addition to the breaks provided in Article 6.3.0.
- 16.7.0 Temporary vacancies in the regular Hoistperson classification shall be posted pursuant to Article 5.2.0 and the successful applicant will be the most senior qualified permanent Relief Hoistperson applicant pursuant to Article 5.2.0.
- 16.8.0 Qualified spare Hoistpersons not having active time operating the hoist, shall receive at least eight (8)hours of training every four (4)months to maintain current practises and qualification.
- 16.9.0 **All** temporary job postings for a regular Hoistperson(s) or Relief Hoistperson(s) during the annual plant shutdown will be based on plantwide seniority, pursuant to Article 5.10.0, 5.10.1 and 5.10.2.

## **ARTICLE 17 - CONTRACTING OUT**

- 17.1.0 It is agreed that members of the Bargaining Unit shall not be sent home, laid off, or continue to be laid off, as a result of work which they customarily perform being contracted out to other sources.

- 17.2.0 Whenever it becomes necessary for the Company to contract out a particular portion of its work load or requirements, the Company agrees to discuss the matter with the Union, in advance, in accordance with the Letter of Understanding #14.
- 17.2.1 In the case of any installation or assembly of new machinery in the Plant, it is mutually agreed that where reasonably practical the repair and maintenance of such shall normally be the responsibility of the Company who will use members of the Bargaining Unit.
- 17.2.2 It is also mutually agreed that required warranty work or speciality work may be performed by other sources, in accordance with Letter of Understanding #14.
- 17.2.3 It is further agreed that only unionized construction contractors' employees will be permitted to work at the Ojibway Mine.

## **ARTICLE 18 - DISCIPLINE AND GRIEVANCE PROCEDURE**

- 18.1.0 A dispute, grievance or misunderstanding (hereinafter call "grievance") involving occupational classification, wages, hours or other working conditions, which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as outlined below.
- STEP 1 An employee, or group of employees having a grievance, shall first take the matter up with his/her foreperson verbally, whether directly or through his/her committeeperson or steward within five (5) days from the time such grievance arose or became apparent. The foreperson shall respond to a verbal presentation by the employee or Committeeperson within two (2) days of the presentation. If the matter cannot be resolved in discussion with the foreperson, the grievance may then be submitted to the foreperson in writing by the committeeperson within three (3) days following the foreperson's verbal disposition. The foreperson must then reply in writing within the following three (3) days.
- STEP 2 If the foreperson's written reply does not settle the matter to the satisfaction of the Union, the grievance may then be appealed

by the Committeeperson within three (3) days following receipt of the foreperson's written reply, to the Superintendent of the department involved. A meeting between the committeeperson and the Superintendent shall take place within three (3) days following the receipt of the appeal to the Superintendent in an attempt to resolve the grievance. If the grievance is not resolved at the meeting with the Superintendent and the Committeeperson, the Superintendent shall give his/her written decision of the grievance to the Committeeperson within three (3) days following the meeting.

**STEP 3** If the Superintendent's written reply does not settle the matter to the satisfaction of the Union, the grievance may then be appealed by the Plant Chairperson to the Human Resources Manager within three (3) days following the receipt of the Superintendent's written reply. A meeting shall be scheduled with the Human Resources Manager and Mine Manager for the Company and the Chairperson along with the full Union Plant Committee within three (3) calendar weeks following the appeal of the Superintendent's reply.

Other grievances appealed to the Human Resources Manager during the interim period between the first grievance which established the requirement for a meeting at Step 3 of the grievance procedure and up to 72 hours before the commencement of the Step 3 meeting, may be included on the agenda for discussion at such meeting.

The Chairperson of the Union and the Human Resources Manager shall meet to exchange and discuss a statement of fact sheet outlining the facts of the grievance(s). The fact sheets shall be exchanged at least 72 hours prior to the third step grievance meeting. Any fact sheets exchanged shall not be admissible at any subsequent arbitration proceeding.

The Human Resources Manager shall be required to answer the grievances heard at the third step meeting in writing within three (3) days following such meeting.

**STEP 4** If the Human Resources Manager's written disposition does not resolve the grievance(s) to the satisfaction of the Union, the Plant Chairperson may appeal his/her answer to the Mine

Manager within three (3) days following the written disposition from the Human Resources Manager and the Plant Chairperson and the C.A.W. National Representative for the Union not later than 30 days following the written reply of the Human Resources Manager.

The Mine Manager shall respond in writing to the National C.A.W. Representative (with a copy to the Plant Chairperson) within five (5) days after the meeting with the Union at Step 4. Time limits may be mutually extended by agreement of both parties.

- 18.2.0 All Company level meetings referred to in this Article may be attended by the Union Plant Committee as defined in Article 2.1.0.
- 18.3.0 No grievance may be lodged against the release by the Company of a probationary employee.
- 18.4.0 In the event the Company discharges a seniority employee, the discharged employee may present a grievance in writing at step three (3) of the grievance procedure either directly or through his/her Union Representative within five (5) days of the letter of discharge. The Company will arrange a meeting with the Union within three (3) days unless these limits are extended by mutual consent. The Company will render its decision in writing within three (3) days following this meeting.
- 18.5.0 Any settlement of a grievance under this Agreement affecting the earnings of an employee shall not be retroactive to a date earlier than the date the grievance occurred.
- 18.6.0 An allegation involving the misinterpretation or violation of any provision of this Agreement may be lodged in writing with the Company, by the President of the Local, by the Plant Chairperson or his/her alternate, or by a National Representative of the Union in Canada. Upon failure of the Company and Union to agree on a settlement of the issue, it may be referred to arbitration in accordance with the provisions of Article 19 of this Agreement.

- 18.7.0 The Company will notify the Union and the employee in writing of the reason(s) for the discharge or suspension of any employee before the employee leaves the facility. The formal letter of discharge or suspension will be provided in writing within forty-eight (48) hours. A copy of any further letters to the discharged or suspended employee will be sent to the Plant Chairperson/Local Union President. Any allegedly unjust action by the Company in this connection may, after exhausting the grievance procedure, be referred to arbitration as provided in Article 19 of this Agreement. The period for filing a grievance arising out of discipline or discharge will not commence until the letter is provided. Such grievance will commence at Step 3 of the grievance procedure.
- 18.7.1 The Company will provide the Plant Chairperson/Local Union President with a copy of any letter to be placed on an employee's file.
- 18.8.0 The area Union Representative (Committeeperson or Steward) shall be advised by supervision prior to any employee being disciplined or discharged. The employee shall be advised of his/her right to have his/her Union Representative present at these discussions. Should the employee elect to have his/her Union Representative present the latter shall be permitted to attend the discussion concerned. In the event a problem arises in an area in which neither a Committeeperson or Steward is at work and the problem cannot be resolved by the foreperson and the employee, the Company, under these circumstances, agrees to recognize the nearest Union Representative in the plant.
- 18.9.0 In imposing discipline on a current charge, management will not take into account any prior infractions which occurred more than twenty-four (24) months previously. Counseling, or a verbal or a written warning will not be taken into account after twelve (12) months, provided the employee has received no other discipline of any nature during the twelve (12) month period. Counseling for other than attendance will be considered disciplinary. Counseling for attendance is not covered by the provisions of this Article.
- 18.9.1 Legitimate absence shall not be considered as sufficient cause for discipline.

- 18.10.0 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays, and paid Holidays and may be extended only by written mutual agreement between the parties.
- 18.11.0 In instances where a grievance relates to a disagreement on the meaning or interpretation of the Collective Agreement, such meeting shall be attended only by the Union Plant Committee provided that a National Representative or Local President may attend if required.
- 18.11.1 Where the nature of the grievance is clearly a case of discipline, discharge or personal safety, the grievor will be permitted to attend and where the initial handling of such a grievance was carried out by the Steward in the absence of a Committeeperson, the Steward may also attend.
- 18.11.2 In the case of a group grievance, one (1) of the grievors may attend the meeting. In the event one of the grievors is the Steward that handled the grievance, then the Steward may attend in his/her Union capacity and another grievor may attend as a grievor.
- 18.11.3 It is recognized there may be some occasions where a person or person not normally permitted to attend a particular meeting may be required in order to clarify a specific point of contention. The Company accepts this to be a possibility and in these instances will agree to waive the specific provisions on the limitations of those person permitted to attend such meetings.
- 18.11.4 The number of Company representatives at Company level grievance meetings shall at no time exceed the number of Union Representatives.
- 18.11.5 Members of the Union Plant Committee, employees or Stewards permitted to be in attendance shall be paid for that part of their regularly scheduled working hours devoted to attendance at such meetings.
- 18.11.6 A grievance by the Company or the Union concerning the interpretation, application or alleged violation of the provisions

of this Agreement, including disputes involving monetary damages, may be submitted to the other party in writing at Step Three, instead of following the regular grievance procedure. The time limit for filing such a grievance shall be within five (5) days from the time such grievance arose or became apparent. In the event the policy grievance is not resolved through the grievance procedure and the grievance proceeds to arbitration, the arbitrator shall have the right to award monetary damages.

- 18.11.7 No employee or group of employees shall settle any grievance or dispute to the detriment or prejudice of the Union pursuant to the terms of the Agreement.

## **ARTICLE 19 – ARBITRATION**

- 19.1.0 Prior to or within a period of thirty (30) days following the date of the confirmation of the Company's decision to the National Representative, any grievance or other matters in dispute between the Company and the Union involving the interpretation, application, administration or alleged violation of any article of this Agreement including any questions as to whether a matter is arbitratable may, in the event of failure to reach agreement thereon, be referred by either party to arbitration to an impartial umpire in accordance with the procedure contained below.
- (a) The party desiring to submit a matter to arbitration shall deliver to the other party a notice in writing of intention to arbitrate. The notice shall state the matter at issue in concise terms and shall state precisely the grounds for the allegation by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
  - (b) Within ten (10) days after the date of delivery of the foregoing notice, the parties shall meet to select an impartial umpire.
  - (c) Should the parties fail within five (5) days to agree on an umpire, the Minister of Labour of the Province of Ontario may be requested by either party to appoint a person who shall be umpire.

- (d) After the umpire has been selected or appointed by the foregoing procedure, he/she shall hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.
- (e) The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and holidays and may only be extended by written mutual agreement between the parties or by the umpire.

19.2.0 The decision of the umpire on the matter at issue shall be final and binding on both parties but the jurisdiction of the umpire shall be limited to deciding the matter at issue within the existing provisions of the Agreement and in no event shall the umpire have the power to add to, subtract from, alter or amend this Agreement in any respect. However, the umpire shall have the right to modify a penalty of suspension or discharge which he/she considers to be unjust or unreasonable.

19.3.0 Each party shall pay its own costs and fees and expenses of witnesses called by it. The fees and expenses of the umpire shall be shared equally between the parties.

## **ARTICLE 20 - TERMINATION OF AGREEMENT**

20.1.0 This Agreement shall be effective from the 16<sup>th</sup> day of February, 2005, to and including the ~~15<sup>th</sup>~~ day of February, 2008. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

20.1.1 It is agreed that during the course of bargaining it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the 15<sup>th</sup> day of February, 2008, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

20.1.2 For the purposes of this clause, any notice under this article shall be deemed to have been received by the party to whom it is sent on the day of the mailing of such notice by registered mail addressed to the current address of the other party.

20.2.0 The party giving the notice in accordance with clause 20.1.0 hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this Agreement.

## **ARTICLE 21 - NOTICES**

21.1.0 The notice provided in Article 20 shall be sent by mail, if to the Union to the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.), 2345 Central, Windsor Ontario, N8W 4J1 and if to the Company to the Canadian Salt Company Limited (Ojibway Mine), 200 Morton Drive, Windsor, Ontario, N9J 3W9.

**LETTER OF UNDERSTANDING NO. 1**  
**DAY OF MOURNING**

The Company recognizes April 28<sup>th</sup> of each year as a Day of Mourning for fatally injured workers in the Province of Ontario.

On this day, the flag will be flown at half mast and one minute of silence will be observed at 11:00 A.M.

**LETTER OF UNDERSTANDING NO. 2**  
**UTILITY CLASSIFICATION QUALIFICATIONS**

Utility employees must be qualified on the following functions to maintain their overall Utility job classification, as a minimum. Failure to meet these training requirements will force Utility employees into the Clean-up classification in the Mine and Warehouse General in the Mill.

Mine

1. LHD
2. Prep Crew
3. Clean-up
4. Janitor
5. Scooptram/Loader
6. Surface Fork Lift
7. Plus one of:

Mill

1. Palletizer
2. Bagger
3. Warehouse Tender
4. Dispatcher
5. Bulk Loader
6. Forklift Driver

- (a) Powderperson/Blaster/ Missed Hole Washer
- (b) Undercutter Operator
- (c) Jumbo Operator

Utility employees in the Mine and Mill departments will select their work assignments as prescribed in Article 4.6.0 and 4.7.0. Additionally, should there be no employees absent in the Mill, Utility employees may be placed on cleanup duties.

The Utility classifications will not be considered a job for overtime purposes except when full production overtime shifts are planned.

**LETTER OF UNDERSTANDING NO 3**  
**TRAINING**

The Company and Union will establish a Joint Training Committee comprised of three (3) managerial employees and three (3) bargaining unit employees to implement a training program in the Mine, Mill, and Non-Skilled Trades portion of the Maintenance Departments as follows:

- (1) The three (3) bargaining unit members shall be the Plant Chairperson, a Mine Representative (who shall also represent the Non-Skilled Trades portion of the Underground Maintenance Department) and a Mill Representative (who shall also represent the Non-Skilled Trades portion of the Surface Maintenance Department) selected by the Union.
- (2) The three (3) managerial members shall be the Mine Manager, a Mine Representative and a Mill Representative selected by the Company.
- (3) With the exception of the Plant Chairperson and the Mine Manager, the other members of the Committee shall not be members of the Joint Occupational Health and Safety Committee.
- (4) The Company will provide a minimum of six thousand, five hundred (6500) hours' training per contract year (exclusive of Common Core training). Up to 640 hours of this training will be offered to non-skilled maintenance employees to train in another department. The Company will provide the Union with the number of hours of training utilized annually.
- (5) Training during the prime vacation period will be subject to the efficient operation of the departments affected.
- (6) Training opportunities will be posted and offered to the most senior unqualified employees within the department. In the event insufficient employees post for a training opportunity, training will be assigned to the junior employees in the department, subject to paragraph 8 below.

- (7) The Committee will determine the classifications and number of employees that require training. However, in the case of a dispute the Mine Manager will determine the classifications and number of employees that require training, after discussion with the Plant Chairperson in this regard..
- (8) The Joint Training Committee will determine the maximum number of jobs an employee will be trained on in a twelve (12) month period.
- (9) Disputes relating to the implementation and application of the training programs that are not resolved by the Joint Training Committee will be referred to the Joint Occupational Health and Safety Committee for resolution.
- (10) The determination that an employee is trained for a job classification shall be a consensus of opinion of the Company and Union representatives from the Joint Training Committee and the person doing the training and the trainee in the Department concerned.

Training in Non-Skilled Maintenance and Stores positions will be offered by plant-wide seniority.

### **LETTER OF UNDERSTANDING NO. 4** **SEXUAL HARASSMENT**

The Union and Company recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code which defines it as:

“A course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome perpetrated by a person’s employer, someone acting for the employer, or a co-worker.”

Acts such as:

- (1) Unnecessary touching or patting
- (2) Suggestive remarks or other verbal abuse
- (3) Leering at a person’s body

- (4) Compromising invitations.
- (5) Demands for sexual favours

are considered to be actions covered under the Code.

Employee complaints of alleged harassment will be handled with all possible confidentiality by a joint committee consisting of the Plant Chairperson of the Union and the Mine Manger and/or the Human Resources Manager of the Company. The Local Union President, if not from the Ojibway Mine, will be involved at the request of the Plant Chairperson.

### **LETTER OF UNDERSTANDING NO. 5** **LOCKERS**

Employees will be assigned 1-3/4 lockers for use during their employment. The Company will provide a lock if desired, but does not accept responsibility for the employee's contents.

### **LETTER OF UNDERSTANDING NO. 6** **PACKAGING AND LOADING**

The Company undertakes that during the life of the current Collective Agreement, it will not contract out existing packaging or loading work or jobs at Ojibway to independent third party contractors. Canadian Salt Company Limited facilities and Morton International Incorporated facilities are not independent third party contractors.

### **LETTER OF UNDERSTANDING NO. 7** **WORK SCHEDULE**

In the event the Company becomes unable to meet adequate daily tonnage requirements with its current hoisting schedule due to matters such as ventilation constraints, availability of mining rights, decrease in mining panel widths and the thinning of the ore body, during the life of this agreement, it is understood that it may be necessary to implement a work schedule other than the present schedule (i.e. 7 day operation).

Both parties acknowledge that it is preferable to maintain the present Monday through Friday work schedule. However, if another work schedule becomes necessary, the Company shall provide the Union with

as much notice as possible. In any event, the Company will give at least three (3) months' written notice, by registered mail, to the National Representative and the Chairperson of the Committee.

Following such written notice the Company will meet with the National Union and the Plant Committee to discuss implementation of an alternate work schedule.

Specific details of the alternate work schedule will depend on the circumstances necessitating such implementation. Insofar as it is possible, an alternate work schedule would reflect the needs of the Company as well as the job security and conditions of employment of the work force.

### **LETTER OF UNDERSTANDING NO 8** **WORKING ALONE**

Shaftpersons and Shaftperson Helpers will not be required to work alone contrary to the Shaftsmen/Shaftsmen Helper Procedures. Without limiting the generality of the foregoing, working at the Collar of the Shaft, or at the Mine Level of the Shaft, shall not be considered as working in the shaft. Equipment washers will not be required to work alone when in the field. Equipment washers will be allowed to work alone in the wash bay as long as climbing is not required.

### **LETTER OF UNDERSTANDING NO. 9** **OVERTIME MEALS**

The Company undertakes to meet with the Ojibway Committee to discuss problems with respect to meals, particularly meals for employees working overtime on loading the barges with the intent of resolving these disputes.

### **LETTER OF UNDERSTANDING NO. 10** **CHEMSAL CLUB ACTIVITIES**

The Company shall pay for members of the Chemsal Club Executive to attend Chemsal Club activities as follows. The Executive Committee will schedule such attendances, subject to approval of the Company and the efficient operations of the Company:

- a) Monthly meetings (upto two hours per month)
- b) One day per year for the purpose of purchasing gifts for the Annual Children's Christmas party.
- c) Such other time as the Executive Committee considers necessary.

**LETTER OF UNDERSTANDING NO. 11**  
**T-4 SLIPS**

The Company will endeavour to distribute T-4 slips to all employees by January 31<sup>st</sup> of any calendar year.

**LETTER OF UNDERSTANDING NO. 12**  
**DRUG AND ALCOHOL**

During the 1993 negotiations, the Union and the Company representatives discussed drug and alcohol disease as it affects our employees that are represented by the C.A.W.

Upon written approval by the Company, an employee who commits himself/herself to a prescribed rehabilitation program may receive disability wage benefits. It is specifically understood that the discretion to grant such a leave and disability benefits rest solely with the Company. An employee who is granted such a paid sickness and accident leave by the Company will not have his/her job security jeopardized while remaining in such a program.

The Company and the Union agree to meet and discuss any problems that may develop in a collective effort to maintain an effective program.

**LETTER OF UNDERSTANDING NO. 13**  
**PREGNANCY/PARENTAL/ADOPTION LEAVE**

The Company will grant *an* employee pregnancy and/or parental leave in accordance with the provisions of the Employment Standards Act. The Company will make the Employer contributions, if any, to benefit plans for participating employees for a period of up to 52 weeks, provided the employee continues to make any required contributions of such plans.

Seniority shall accumulate during the period of such leaves. If any employee wishes to return to work prior to the expiration of their leave, they must give the company four (4) weeks notice.

A leave of absence of up to twelve months will be granted when required by an adoption agency or by law in connection with the adoption of a child by an employee and shall be considered for other purposes, except benefit continuations the same as a pregnancy/parental leave. The company agrees to make employer contributions, if any, to benefit plans for participating employees for the first 18 weeks of the leave provided the employee continues to make any required employee contributions to such plans. When applying for adoption leave, an employee shall provide the company with a certificate from the agency.

### **LETTER OF UNDERSTANDING NO. 14** **CONTRACTING OUT TO OTHER SOURCES**

The Company shall continue to use members of the bargaining unit to perform work presently carried out by those employees.

In addition, where reasonably practical, the Company will give preference to qualified bargaining unit employees on jobs presently contracted out to other sources, excluding service contracts (other than mobile equipment) and speciality work.

In the event it is necessary to perform any work in the plant involving overtime, it shall be the responsibility of the Company to give preference to qualified members of the bargaining unit to perform the task prior to contracting the work out of other sources.

This Letter of Understanding does not apply in the following situations:

- (a) During the annual plant shutdown.
- (b) On a new major construction and new major installation projects.

Before the Company engages the services of an outside contractor, the following procedure shall apply:

1. Except in the case of emergencies, as defined in Article 9.6.0, the Company will provide the Union with three (3) working days notice of work the Company intends to contract out.
2. The person responsible for contracting out a particular job will outline on a Read-Memo the nature and scope of the work to be done (including work to be done by sub-contractors) and where possible the anticipated date of completion.
3. The work shall be discussed with the Union and a final disposition as to whom shall perform the work will be recorded in writing in memo form. Both parties will initial the form and a copy will be given to the Manager and the Union.
4. If Union Representative does not agree to sign memo, a meeting will be arranged with the Union Chairperson and Mine Manager to discuss the contracting out.

**LETTER OF UNDERSTANDING NO. 15**  
**JOB STANDARDS**

If a dispute arises between the Company and the Union with respect to job standards, the Union will be allowed to have a C.A.W. Representative and/or C.A.W. National Representative present and participate in any time study being done with respect to job standards.

**LETTER OF UNDERSTANDING NO. 16**  
**RIGHT TO PRIVACY**

The Company recognizes the right to each employee under the Health Disciplines Act to maintain the confidentiality of all medical information submitted to the Company Health Professional by the employee or anyone authorized by the employee.

The Company agrees that it will handle medical information in accordance with the Health Discipline Act and will not release nor transmit such confidential medical information to any individual or organization without the consent of the employee.

The Company will continue to use the existing Sickness and Accident application forms (Herald 25558) and these forms will be mailed directly to the Company Health Professional by the employee or anyone authorized by the employee.

The Company will not utilize video surveillance equipment on Company property maliciously or in bad faith.

**LETTER OF UNDERSTANDING NO. 17**  
**LEAVE OF ABSENCE**

The Company, being shown good and sufficient reasons, will grant a leave of absence without loss of seniority for a period not to exceed forty (40) days, except in the case of illness or accident making it impossible for the employee to return to work.

Exceptions to the above conditions governing a leave of absence may be made only by mutual agreement between the Company and the Union. If an employee's request for a personal leave of absence is rejected, he/she may appeal this decision to the Manager.

No leave of absence will be granted to allow an employee to work elsewhere.

An employee will accumulate service while on a leave of absence pursuant to the provisions of the Company Pension Plan. Benefit coverage will continue for the duration of the leave.

The provisions of this Letter of Understanding are in addition to the provisions of Article 12.6.0.

**LETTER OF UNDERSTANDING NO. 18**  
**LHD OPERATOR OTHER DUTIES**

Employees working on the 5:00 p.m. to 1:00 a.m. shift performing LHD/Other duties function will be paid at the LHD Operator rate for all hours worked in this function. For the purpose of this letter "other" duties are defined as Clean Up Work or work not normally assigned to employees in the other job classifications listed in Schedule 'A'. When such employee performs "other duties" during the course of his/her shift,

this will not be considered a job shutdown within the meaning of Article 4.7.0 of the Collective Agreement.

It is understood that the Company will not assign such 'other duties' as defined in the letter to any other classification listed in Schedule 'A' other than LHD.

### **LETTER OF UNDERSTANDING NO. 19** **UNDERGROUND SKILLED TRADES WORKING ALONE**

During the 1996 negotiations the Company and the Union recognized that employees in the Underground Maintenance Department working alone in the mine/field repairing or maintaining equipment is not an acceptable way of performing maintenance functions.

It is therefore agreed that the repair and maintenance of equipment in the field of the Mine will be carried out as in the past.

Both parties agree that in the past the normal practice was for a minimum of two Underground Maintenance Skilled Trades persons to perform the work assignments of repairs to equipment. In some instances, a Maintenance Skilled Trades person has been accompanied by a supervisory person or a non-skilled maintenance employee.

Any difficulties with respect to this Letter will be discussed between the Plant Chairperson/Local Union President and the Mine Manager.

### **LETTER OF UNDERSTANDING NO. 20** **HOISTMAN DUTIES**

During the 1996 Contract negotiations the subject of the Hoistman's duties relative to the ropes and conveyances of No. 2 Shaft was discussed. It was agreed that when these ropes are being tested or changed or when conveyances are being changed, the operation of the No. 2 Hoist will be considered Hoistman's duties.

**LETTER OF UNDERSTANDING NO. 21**  
**ROTESCO**

In the 1996 Contract negotiations the subject of the Hoist Mechanics being involved with the Rotesco rope testing on No. 1 and No. 2 Shafts was discussed. The Company agrees that a trained Hoist Mechanic will be assigned to assist the Rotesco crew and the Shaftperson/Shaftperson Helper personnel to EM test the No. 2 Shaft ropes.

**LETTER OF UNDERSTANDING NO. 22**  
**DISABILITY WAGE DISPUTE MECHANISM**

1. In the event of a dispute concerning the medical evaluation of an employee, the Company and the Union will select a third party Doctor to make a binding third party determination. The Company and the Union will be bound by the determination of such Doctor. The Company will pay the costs of such medical evaluation.
2. Where the employee is being treated by a medical specialist, the Company will arrange for a third party medical evaluation by a medical Specialist selected by the Union and The Company. The Company will pay the costs of such medical evaluation.
3. If a medical specialist cannot be available in a timely manner, the medical files of the employee will be forwarded to such medical Specialist by the employee's Doctor and the Company Medical Professional for evaluation by the third party Specialist.
4. The decision of the third party Physician or Specialist shall be final and binding on both parties and will not be subject to Articles 18 or 19 of the Collective Agreement.
5. This Letter of Understanding will apply to Sickness and Accident claims even if the Employer switches to an insurance carrier for Sickness and Accident coverage. This Letter of Understanding does not apply to medical evaluations involving Long Term Disability.

**LETTER OF UNDERSTANDING NO. 23**  
**SPECIAL ASSIGNMENTS**

The Company will continue its practise of allowing Skilled Tradespersons to have preference by seniority on special assignments, where shift schedules, workload and the efficient operation of the Department permit.

When there is a special assignment in excess of one (1) week underground, the Underground Maintenance Labourers will have preference by seniority for that special assignment. After such assignment is over, the Underground Maintenance Labourer will return to his/her regular duties, shift and rotation.

**LETTER OF UNDERSTANDING NO. 24**  
**UNDERGROUND SKILLED TRADES PERSONS USING**  
**SCALER-FORKLIFT**

Underground Skilled Trades persons will not be allowed to operate the scaler-forklift for more than thirty (30) minutes per shift. This work will only be performed in the shop.

Underground skilled trades persons will not perform wash bay cleaning duties on equipment other than to wash the specific area of the equipment being repaired.

**LETTER OF UNDERSTANDING NO. 25**  
**RIGHT TO REFUSE**

In the event the Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants dated June 1994 is amended to delete Part V, (Right to Refuse or to Stop Work Where Health or Safety In Danger), Chapter 0.1, Section 43, in its entirety, the Company and the Union agree that the Collective Agreement will be amended forthwith to provide all employees with the protection of the rights of the June 1994 Ontario Occupational Health and Safety Act and Regulation for Mines and Mining Plants, Chapter 0.1, Part V, Section 43, in its entirety.

in addition to the above, in the event the Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants, dated June 1994, is amended to delete the use of Ministry Inspector (M.O.L.) in

Chapter 0.1, Part V, Section 43, Subsection G through 12 inclusive, then the Company and the Union will mutually agree to an acceptable dispute mechanism to be discussed and acted upon at that time.

It is also agreed that Chapter 0.1, Part VI, Reprisals By Employer Prohibited, in its entirety is deleted from the Occupational Health and Safety Act and Regulations for Mines and Mining Plants, that the Company will continue to provide the equivalent protection to all employees (Plantwide) as is stated and written in Chapter 0.1, Part VI, Reprisals By Employer Prohibited, Section 50, in its entirety.

Should any changes be made to the 1994 Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants they will be reviewed by the Joint Health and Safety Committee in order to assess the impact on employee Health and Safety. One of the things the Committee will consider is whether the 1994 Act should continue to be considered a minimum standard.

### **LETTER OF UNDERSTANDING NO. 26** **MEDICAL REVIEW**

The Company will provide the Union and the employee with copies of all documentation forwarded to an employee's Physician regarding an employee who is to be examined, prior to the examination. The Company will provide the Union and the employee with copies of all documentation forwarded to a third party Physician regarding an employee who is to be examined, after receipt of the Doctor's report by the Company physician. In either case, the employee's job description will be provided to the Union prior to the examination.

### **LETTER OF UNDERSTANDING NO. 27** **JOB POSTINGS - MINE DEPARTMENT**

The Company and Union agree that the following positions will be posted to reflect the specialized nature of such positions regarding duties and required shifts, as applicable:

**POWDERMAN/BLASTER/MISSED HOLE WASHER**  
**(Blaster)**

**GREASER/FUELER (AfternoonShift)**

## **LHD AND OTHER DUTIES (5pm – 1am shift)**

In agreeing to post in this manner, the Company retains their rights under Article 1.3.0 and may revise the hours of work, job assignments or other aspects of the classification as it deems necessary to effectively manage their facilities, subject to the terms of the Collective Agreement.

The Union agrees that even though such postings are varied from those of the similar classifications listed in Schedule 'A', that such difference does not constitute a new classification and the normal duties of these classifications will be the responsibility of the successful applicants. The hourly rates for the classifications listed in Schedule 'A' will apply.

Employees in the classifications listed above will be eligible to post for temporary vacancies in their own classification for the purpose of changing shift schedules.

The Company will allow the Permanent / Powderman / Blaster / Missed Hole Washer (Anfo Crew) to post for temporary vacancies on Powderman / Blaster / Missed Hole Washer (Blaster).

### **LETTER OF UNDERSTANDING NO. 28** **R E Boat Loading**

During the 1999 negotiations, the Company and the Union discussed training employees who post to the Mill Department. The Company will train new Mill Department employees on boatloading duties as expediently as possible when vessels are being loaded. However, the Company will not be obligated to train new Mill Department employees exclusively on overtime pursuant to this letter of understanding.

### **LETTER OF UNDERSTANDING NO. 29** **Blood Clinic**

Employees will be paid two (2) hours pay for an absence to give blood. Employees will be eligible to give blood pursuant to this letter of understanding once every 56 days.

**LETTER OF UNDERSTANDING NO. 30**  
**Electrical Work on Mobile Equipment**

Underground Mechanics will replace and repair mobile electrical equipment under 28 volts (DC).

The Electrician who currently holds the posting on Automotive Electric and other duties will maintain his current job assignment and shift.

The Company will not reduce the number of Electricians at the plant site as a result of this change.

Work on the inclinometers is electrician's work. Further, electrical work on mobile equipment that is currently located at the Mine with a voltage originating solely from a fixed power source (ie. Supplied only by electrical trailing cables) will be considered electrician's work. (This does not apply to any replacement or new equipment that might come to the Mine following ratification of the Collective Agreement. In the event replacement or new equipment arrives at the Mine, the Company will meet with the Union (and National Skilled Trades Representative, if required by the Union) to discuss the allocation of electrical work on this equipment).

**LETTER OF UNDERSTANDING NO. 31**  
**U/G Maintenance Labourer Review**

During the 1999 collective bargaining, the parties discussed continuing to use supplemental help in the Maintenance Department. The parties agree to abide by the amended U/G Maintenance Labourer Review Policy dated Feb. 16, 1999.

**LETTER OF UNDERSTANDING NO. 32**  
**Early Safe Return to Work**

The Company and the Union value the goal of injury prevention by maintaining a safe and healthy work environment. The Company and the Union will endeavour, in a cooperative spirit, to jointly assist workers injured at work in Early Safe Return to Work (ESRTW). All ESRTW activities will be consistent with the applicable legislative requirements. The Company and employee responsibilities are defined in the applicable legislation including but not limited to reporting, cooperation and

rehabilitation. This document will not limit the rights and/or obligations of the Company, the Union or the employee prescribed in the legislation. In order to accomplish this goal in a joint manner, the following procedure will apply:

When it becomes apparent to the employee that they have sustained a work related injury, the employee will notify the Company as soon as practical in accordance with the injury reporting procedures.

If medical intervention is required, the Company will provide the employee with a Functional Abilities Form (FAF). The employee will provide the appropriate medical practitioner with the FAF. The employee will request that the FAF be completed by the medical practitioner.

The Company, the Union and the employees will review the completed FAF to assess whether the employee can perform the essential duties of their pre-injury occupation, or, alternatively, potential suitable and available work in which the employee can participate. The employee will advise the Company if the injury will require ongoing offsite medical attention including the anticipated schedule. In addition, the employee may be required to attend for medical evaluation(s) by the medical practitioner to assess the recovery process. A definitive recovery time line should be established during this process.

When participating in an ESRTW program, the Company, employee and the Union will complete the Light Duty Report stating the work assignments. The employee and a Company representative will complete the Daily Activity Log Sheet formalizing tasks accomplished on a daily basis, while participating in the ESRTW program.

The employee will return to full unrestricted duties in their pre-injury occupation after the employee has attained the medical practitioner's approval, or by a release from WSIB.

When necessary, the workplace parties may solicit the WSIB to facilitate the ESRTW program as prescribed by the legislation. The Company and the Union acknowledge that the procedure may be modified as necessary to remain consistent with legislative changes.

An employee permanently displaced pursuant to this Letter of Understanding will be considered as laid off and will have the right to displace employees in the department subject to the wording of Article 9

of the collective agreement. In the event the employee is not able to displace a junior employee in the department pursuant to Article 9 of the collective agreement, the employee will have the right to displace an employee on a plant wide basis, subject to the wording of Article 9 of the collective agreement. The Company will be obligated to provide training to the affected employee in the mine, mill or non-skilled departments only if the affected employee cannot displace any other employee in the department or in the bargaining unit (and if the employee is not the junior employee in the bargaining unit.) In this event the affected employee will be permitted to displace any junior employee in the Mine, Mill or Non-Skilled Departments and be trained on that position. The employee displaced in this instance shall then have the right to exercise his seniority pursuant to the provisions of Article 9 of the collective agreement, but will have no right to training unless he has to displace the junior person in the bargaining unit and requires training on this job.

### **LETTER OF UNDERSTANDING NO. 33** **HOURS OF WORK**

During 1999 negotiations, the Company and the Union discussed the maximum hours of work provisions prescribed by the Employment Standards Act. The parties agree that in the event the Employment Standards Act is amended to increase the current maximum hours beyond the current 8 per day, or 48 per week, such amendment will not be applicable to the Collective Agreement.

### **LETTER OF UNDERSTANDING NO. 34** **Christmas Non-Holiday Procedure**

Effective in the year 2000, the Heritage Day holiday will be permanently moved to the Christmas Holiday Season.

In the event the Mine lays off employees for the one non-holiday day during the Christmas season, if there is a requirement to maintain essential services, employees will be offered work in their respective departments as follows:

- a) by classification and seniority in the Mill
- b) by seniority and qualifications in the Maintenance Department.

All employees will be recalled to their regular positions after the one-day layoff notwithstanding any other provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING NO. 35**  
**Coveralls / Rainsuits**

The Company will provide (1)rain suit to employees holding a permanent classification in the Mine or U/G Maintenance department during the term of the Collective Agreement.

The Company will provide one (1)pair of insulated coveralls to all Mill employees once during the term of the Collective Agreement.

The Company will provide regular coveralls for employees holding a permanent classification in Utility Relief (U/G), Dispatcher (Mill), Labourer (Mill),Bin Tender (Mill).

The Company will provide Underground employees with one (1)winter coat per employee for the term of the Collective Agreement.

The Company will provide coveralls to all employees on a *six* (6)pair rotation unless they are entitled to a greater rotation schedule, where the greater rotation schedule will apply.

**LETTER OF UNDERSTANDING NO. 36**  
**Local 1959 President/Plant Chairperson**

During periods where the President of Local 1959 and the Chairperson of the Ojibway bargaining unit are two different persons, then the language of the collective agreement shall be modified as follows:

- (i) Wherever the collective agreement reads "Local President/Chairperson," it shall read "Plant Chairperson."
- (ii) The Plant Chairperson shall continue to be allowed forty (40)hours per week with pay to attend to all duties associated with his office, including twenty-four (24)hours per week out of plant paid time as prescribed in Article 2.5.1 (a).
- (iii) The President of Local 1959 will be permitted one (1)day per week for the purpose of attending to Local Union business. Such time off will be without pay. The Company

will continue to pay the wages of the Local Union President and the Local Union will reimburse the Company in this regard. This day may be spent at work, or off site, at the discretion of the Local Union President. Should the President require more than one (1) day per week, such days can be requested through the Manager of Human Resources.

- (iv) The provisions of paragraph (iii) above are only applicable to the actual President of Local 1959 and are not applicable to any other official of the Local, even when the President is on leave, vacation, or otherwise absent.
- (v) When the Local Union President is going to be on Union business at any time, written notice will be given to the Manager of Human Resources. The written notice will be provided at least 24 hours prior to the time the leave is to commence, except in cases of emergency.

### **LETTER OF UNDERSTANDING NO. 37**

#### **WEEKLY SCHEDULING PROCEDURE**

Job Posting:

Follow the collective Agreement, Article 5.2.0 to 5.2.6

Canvassing:

- Canvassing will be done by way of the Crew Schedule
- The Crew Schedule should have “Canvassing for 24 hours” on it to signify the time period.
- The employee(s) forced onto vacancies will be highlighted
- The employee(s) forced on the schedule will be allowed to displace into any classification as long as there is qualified/junior employee(s) who can fill the vacancies. If there is more than one person in the classification that the employee is attempting to bump into, he will displace the junior person in the classification and follow his rotation.

- The employee will only be allowed to exercise his seniority if it does not affect a senior employee

#### Time Limits:

- If there is no movement on the first posting within the 24 hour period, it will become the final schedule for the week noted
- If there is movement within the 24 hour period, another canvass will occur where only the employees displaced will be allowed to move. This will continue until a) there is no movement within the 24 hour period or b) Wednesday at 3:00 pm, whichever comes first.
- This procedure does not constrain the Company from making modifications to the schedule after any of the above-mentioned periods.

#### Disability Wages/WSIB

- For the employees returning off an extended absence who advise the Company after the cutoff date/time mentioned above will be allowed to post for a job effective the 2<sup>nd</sup> week of his return.
- Prior to going to the job requested, the employee will be allowed to exercise seniority on a daily basis on the shift scheduled without affecting a more senior person.

### **LETTER OF UNDERSTANDING NO. 38**

#### **Skilled Trades**

#### **Working During the Two-Week Annual Shutdown**

The Company will offer Skilled Trades employees who are not on vacation the opportunity to work 12 hours per day, for up to **six** (6) days per week, during the Annual Plant Shutdown, subject to the following conditions:

The number of Skilled Trades employees permitted to work 12 hours on any given day will be at least equal to the number of Outside Contractor employees performing Schedule "A" skilled

trades duties working on 12 hour shifts on the same day in the same Maintenance Department and classification. (For example, if there are 10 Outside Contractor employees working 12 hour shifts on a particular day performing Schedule "A" Skilled Trades duties in a particular Maintenance Department and classification, then at least 10 Skilled Trades employees will be permitted to work 12 hours on that day in the same Maintenance Department and in the same classification. If there are 15 Outside Contractor employees working the next day on 12 hour shifts performing Schedule "A" Skilled Trades duties in a Maintenance Department and classification, then at least 15 Skilled Trades Employees will be permitted to work 12 hours on that day in that same Maintenance Department and in the same classification.)

### **LETTER OF UNDERSTANDING NO. 39**

#### **TEMPORARY JOB SHUTDOWN**

The Company and the Union agrees to clarify the language of Article 4.7.0 as follows:

- 1) In the event one (1) or more jobs are shut down for a period in excess of one (1) week (as defined in Article 4.7.0(5)), the Company will advise the Union of this fact and discuss with the Union the reason for the shutdown extending beyond one (1) week and give consideration to reasonable alternatives that the Union might suggest. In the event the Union does not agree, it will be subject to the grievance procedure.
- 2) The Company may only utilize the job shut down provisions of Article 4.7.0 in excess of one (1) week in the event of bona fide equipment breakdown / repair / safety issues, or a shortage of qualified available employees to work the required jobs on regular time.
- 3) The Company and the Union agree to implement the procedure outlined in paragraph 4, in the event of a job shutdown extending beyond one (1) week for the reasons set out in paragraph (2) above.

- 4) The Company agrees to implement the following procedure with respect to a classification(s) not being filled (posted/canvassed) due to the availability of manpower on a weekly basis from the schedule:
- (a) The Company may elect to leave a classification vacant.
  - (b) In the event a classification **is** left vacant and the Company requires an employee to perform the duties of the classification for one (1) or more days during the regular work week (including posted full production weekends) the Company will:
    - (i) First, offer the work to qualified departmental employees who have been otherwise displaced under clause 4.7.0. (1) or (3) or (5); or
    - (ii) If no one has been otherwise displaced under clause 4.7.0 (1) or (3) or (5), offer the work departmentally as overtime pursuant to the provisions of Article 7 of the collective agreement; or
    - (iii) If no qualified employee volunteers to work overtime pursuant to (ii) above, the Company can utilize the provisions of Article 4.7.0 to assign a qualified employee to perform the work.
  - (c) If the Company elects to post the classification as a temporary vacancy and no qualified employee applies, the Company will assign the junior qualified employee to perform the work pursuant to the collective agreement.

## **LETTER OF UNDERSTANDING NO. 40**

### **TEMPORARY JOB CANCELLATION**

- 1) If an employee is the successful applicant for a temporary vacancy and that posting is not cancelled by the Company prior to the actual starting time of the commencement of the temporary vacancy, the successful applicant will be considered as still holding the temporary vacancy (including if the employee is assigned elsewhere as junior qualified employee pursuant to

Article 5.2.2) and the temporary vacancy will be considered “shut down” for the purposes of Article 4.7.0.

- 2) In the event the Company cancels a temporary posting prior to the commencement of the Temporary vacancy, the employee who had previously been awarded the temporary vacancy will not be considered as holding the temporary vacancy and the position will not be considered “shut down” for the purposes of Article 4.7.0.
- 3) A temporary posting will only be considered cancelled after it has been awarded to an employee, in the event an employee becomes absent, thereby requiring a change in the schedule.
- 4) In the event an employee becomes absent after the successful applicant has commenced the temporary vacancy, the employee’s posting will not be cancelled until the end of that week. Thereafter, the provisions of Paragraph 1 of this document will apply.

#### **LETTER OF UNDERSTANDING NO. 41**

##### **WORKPLACE HARASSMENT**

The Union and the Company recognize the issues related to sexual and racial harassment in the workplace and are committed to ending it. Harassment is not a joke. It is cruel and destructive behavior against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

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“Unwelcome” or “unwanted” in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive personal natures of harassment complaints, especially racial and sexual harassment, the victims may prefer initially to seek other assistance. This could be by any local Union elected person or official. This person could assist the harassment victim in bringing the incident(s) to the attention of the local Union leadership.

The local Union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior Company representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved expeditiously. The investigation will be conducted with Union involvement in accordance with the Company’s Respect In The Workplace Policy.

Where an investigation determines that harassment has occurred, any resolution of such a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated.

**THE CANADIAN SALT COMPANY LIMITED**  
**OJIBWAY MINE**

JIM VINCENT  
Mine Manager

VINCENZO CALANDRA  
Human Resources Manager

MICHAEL LEDUC  
Mill Superintendent

JACKCHARBONNEAU  
Maintenance Superintendent

ANDY PATTON  
Mine Superintendent

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (C.A.W.) LOCAL 1959

DEBBIE FIELDS  
National Representative

WILLIAM WARK  
Plant Chairperson

HERMAN VAN GRINSVEN  
Committeeperson

TERRANCE VAN LARE  
Committeeperson

KEN DEAN  
Committeeperson

MANUEL DOFORNO  
Committeeperson

**THE CANADIAN SALT COMPANY LIMITED**  
**SCHEDULE 'A'**  
**WAGE RATES EXCLUDING COST OF LIVING ALLOWANCE**

<b>Skilled Trades:</b>	<b>Old</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>Maintenance Dept.</b>	<b>Rate **</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
		<b>16 Feb 02</b>	<b>16 Feb 03</b>	<b>16 Feb 04</b>
Carpenter	29.08	9.68	30.18	30.63
Electrician	29.08	29.68	30.18	30.63
Machine				
Repairperson	29.08	29.68	30.18	30.63
Painter	29.08	29.68	30.18	30.63
Welder	29.08	29.68	30.18	30.63
<b>Non Skilled:</b>				
<b>Maintenance Dept.</b>				
Supplemental				
Employee	27.13	27.53	27.88	28.23
Stockkeeper	26.60	27.00	27.35	27.70
U/G Maintenance				
Labourer	26.42	26.82	27.17	27.52
Assistant				
Stockkeeper	26.40	26.80	27.15	27.50
Truck Driver	26.37	26.77	27.12	27.47
Labourer	26.25	26.65	27.00	27.35
<b>Mine</b>				
<b>Dept:</b>				
Shaftperson	29.08	29.68	30.18	30.63
Hoistperson	29.08	29.68	30.18	30.63
Relief Hoistperson	29.08	29.68	30.18	30.63
Utility	26.88	27.28	27.63	27.98
Shaftperson Helper	26.74	27.14	27.49	27.84
Jumbo Operator	26.72	27.12	27.47	27.82
LHD Operator	26.72	27.12	27.47	27.82
LHD Operator				
(Relief)	26.72	27.12	27.47	27.82
Mechanical Scaler				
Operator	26.72	27.12	27.47	27.82

	<b>Rate Old Rate **</b>	<b>Rate Effective 16 Feb 02</b>	<b>Rate Effective 16 Feb 03</b>	<b>Effective 16 Feb 04</b>
Undercutter Operator	26.72	27.12	27.47	27.82
Prep Crew	26.66	27.06	27.41	27.76
Powerderman/ Blaster/Missed Hole	26.66	27.06	27.41	27.76
Roof Bolter	26.59	26.99	27.34	27.69
Jackleg Operator	26.59	26.99	27.34	27.69
Clean-up Operator	26.59	26.99	27.34	27.69
Fueler/Greaser	26.46	26.86	27.21	27.56
Belt Patrol	26.46	26.86	27.21	27.56
Skip Tender	26.46	26.86	27.21	27.56
Grader/Cagetender /Skip Tender Relief	26.46	26.86	27.21	27.56
Clean Up Work	26.44	26.84	27.19	27.54
Equipment Washer	26.44	26.84	27.19	27.54
Janitor	26.30	26.70	27.05	27.40
<b>Mill</b>				
<b>Dept.:</b>				
Dispatcher Leader	26.55	26.95	27.30	27.65
Analyst	26.55	26.95	27.30	27.65
Utility	26.53	26.93	27.28	27.63
Bag Warehouse Leader	26.52	26.92	27.27	27.62
Heavy Equipment Operator	26.49	26.89	27.24	27.59
Dispatcher	26.45	26.85	27.20	27.55
Fork Lift Operator	26.42	26.82	27.17	27.52
Trackmobile Operator	26.37	26.77	27.12	27.47
Bin Tender	26.34	26.74	27.09	27.44
Bulk Loader	26.34	26.74	27.09	27.44
Warehouse Tender	26.34	26.74	27.09	27.44

	<b>Rate Old Rate **</b>	<b>Rate Effective 16 Feb 02</b>	<b>Rate Effective 16 Feb 03</b>	<b>Effective 16 Feb 04</b>
Bagger	26.34	26.74	27.09	27.44
10 kg. Bagger	26.32	26.72	27.07	27.42
Warehouse General	26.32	26.72	27.07	27.42
Palletizer	26.32	26.72	27.07	27.42
Greaser	26.32	26.72	27.07	27.42
Labourer	26.32	26.72	27.07	27.42
Janitor	26.25	26.65	27.00	27.35

\*\* Includes \$1.14 COLA Fold-In

**CANADIAN SALT COMPANY LIMITED**

**SCHEDULE 'B'**  
**OJIBWAY MINE**  
**MASTER SENIORITY LIST**

20	27 AUG 68
121	4 NOV 68
122	27 MAR 70
16	29 SEP 70
3	30 SEP 70
171	11 JAN 71
172	12 APR 71
127	26 MAY 71
123	5 JUL 71
142	7 JUL 71
133	8 NOV 71
240	30 JUL 73
106	11 SEP 73
53	17 SEP 73
36	22 OCT 73
156	23 OCT 73
234	25 FEB 74
158	30 JUN 74
101	18 AUG 76
117	23 AUG 76
125	23 AUG 76
147	7 SEP 76
148	14 SEP 76
176	23 OCT 76
91	20 OCT 76
166	1 NOV 76
144	22 NOV 76
89	25 NOV 76
83	25 NOV 76
207	29 NOV 76
217	28 FEB 77
241	15 JUL 77
100	12 AUG 77
78	6 SEP 77

71	29 SEP 77
203	4 JUL 78
250	1 SEP 78
33	31 OCT 78
43	31 OCT 78
254	22 JAN 79
255	6 FEB 79
107	8 AUG 79
116	8 AUG 79
75	28 AUG 79
76	29 AUG 79
259	4 SEP 79
150	5 SEP 79
262	6 SEP 79
264	1 OCT 79
265	29 OCT 79
278	5 NOV 79
279	8 NOV 79
18	2 OCT 80
23	2 OCT 80
110	3 OCT 80
178	5 JAN 81
188	4 MAR 81
194	10 MAR 81
112	5 AUG 81
124	5 AUG 81
72	11 NOV 81
73	19 NOV 81
118	19 NOV 81
143	19 NOV 81
210	4 JAN 82
181	28 SEP 82
46	23 AUG 84
54	23 AUG 84
182	24 SEP 84
190	24 SEP 84
5	2 OCT 84
10	2 OCT 84
192	2 OCT 8

39	19 NOV 84
40	26 NOV 84
44	26 NOV 84
199	10 JAN 85
85	1 JUN 85
88	1 JUN 85
86	15 JUN 85
62	15 JUL 85
67	15 JUL 85
120	7 NOV 85
138	7 NOV 85
7	7 NOV 85
22	7 NOV 85
205	10 FEB 86
212	17 APR 86
97	4 AUG 87
15	4 AUG 87
286	4 JAN 88
289	4 JAN 88
251	1 MAR 88
31	13 APR 88
103	28 JUL 88
132	15 AUG 88
146	15 AUG 88
74	2 SEP 88
84	2 SEP 88
70	2 SEP 88
79	2 SEP 88
81	2 SEP 88
202	2 SEP 88
154	16 SEP 88
163	16 SEP 88
151	19 SEP 88
149	19 SEP 889
92	3 OCT 88
184	7 OCT 88
200	7 OCT 88
238	28 AUG 89
215	3 SEP 89

119	10 OCT 89
195	10 OCT 89
140	10 OCT 89
157	19 OCT 89
219	19 OCT 89
25	19 OCT 89
221	19 OCT 89
223	30 OCT 89
224	30 OCT 89
222	30 OCT 89
235	24 SEP 90
252	22 OCT 90
248	25 OCT 90
27	6 NOV 90
42	6 NOV 90
49	6 NOV 90
59	8 NOV 90
66	8 NOV 90
80	8 NOV 90
226	3 DEC 90
208	7 JAN 91
256	13 MAY 91
174	13 MAY 91
257	2 JUL 91
229	29 JUL 91
94	30 SEP 91
04	30 SEP 91
06	30 SEP 91
24	25 OCT 91
29	25 OCT 91
45	25 OCT 91
209	28 OCT 91
191	12 MAY 92
61	1 JUL 92
109	1 JUL 92
102	1 JUL 92
183	5 AUG 92
30	5 NOV 92
08	9 NOV 92

134	17 NOV 92
164	11 FEB 93
232	18 MAY 93
228	12 AUG 93
12	13 SEP 93
47	13 SEP 93
153	13 SEP 93
34	13 SEP 93
137	18 OCT 93
152	1 NOV 93
155	2 NOV 93
145	2 NOV 93
233	2 NOV 93
237	8 NOV 93
175	22 JUN 95
170	4 JUL 95
82	11 OCT 95
104	16 OCT 95
11	23 OCT 95
230	23 OCT 95
243	15 JUL 96
185	15 JUL 96
247	30 JUL 96
253	2 DEC 96
14	6 OCT 97
19	6 OCT 97
26	6 OCT 97
260	15 JUN 98
28	01 MAR 99
32	10 MAR 99
189	17 MAY 99
201	26 JUL 99
196	09 AUG 99
193	07 SEP 99
38	22 NOV 99
48	22 NOV 99
204	21 AUG 00
50	25 JUN 01
51	25 JUN 01

52  
292  
293  
294  
295  
296  
298  
299  
300  
301  
090  
303  
304

25 JUN 01  
08 JUL 03  
08 SEP 03  
22 SEP 03  
17 NOV 03  
24 NOV 03  
03 MAR 04  
13 APR 04  
13 APR 04  
03 AUG 04  
18 OCT 04  
25 OCT 04  
25 OCT 04

**SCHEDULE C**  
**The Canadian Salt Company Limited**  
**Local 1954 Ojibway Mine**

CO A Char		CAW		Local 1954 Ojibway Mine	
CPI	COLA	CPI	COLA	CPI	COLA
125.2					
125.3	0.00	130.6	0.73	136.0	1.46
125.4	0.01	130.7	0.74	136.1	1.48
125.5	0.02	130.8	0.76	136.2	1.49
125.6	0.04	130.9	0.77	136.3	1.50
125.7	0.05	131.0	0.78	136.4	1.52
125.8	0.06	131.1	0.80	136.5	1.53
125.9	0.08	131.2	0.81	136.6	1.54
126.0	0.09	131.3	0.82	136.7	1.56
126.1	0.10	131.4	0.84	136.8	1.57
126.2	0.12	131.5	0.85	136.9	1.58
126.3	0.13	131.6	0.86	137.0	1.60
126.4	0.14	131.7	0.88	137.1	1.61
126.5	0.16	131.8	0.89	137.2	1.63
126.6	0.17	131.9	0.91	137.3	1.64
126.7	0.19	132.0	0.92	137.4	1.65
126.8	0.20	132.1	0.93	137.5	1.67
126.9	0.21	132.2	0.95	137.6	1.68
127.0	0.23	132.3	0.96	137.7	1.69
127.1	0.24	132.4	0.97	137.8	1.71
127.2	0.25	132.5	0.99	137.9	1.72
127.3	0.27	132.6	1.00	138.0	1.73
127.4	0.28	132.7	1.01	138.1	1.75
127.5	0.29	132.8	1.03	138.2	1.76
127.6	0.31	132.9	1.04	138.3	1.77
127.7	0.32	133.0	1.05	138.4	1.79
127.8	0.33	133.1	1.07	138.5	1.80
127.9	0.35	133.2	1.08	138.6	1.82
128.0	0.36	133.3	1.10	138.7	1.83
128.1	0.38	133.4	1.11	138.8	1.84
128.2	0.39	133.5	1.12	138.9	1.86

CPI	COLA	CPI	COLA	CPI	COLA
128.3	0.40	133.6	1.14	139.1	1.87
128.4	0.42	133.7	1.15	139.2	1.88
128.5	0.43	133.8	1.16	139.3	1.90
128.6	0.44	133.9	1.18	139.4	1.91
128.7	0.46	134.0	1.19	139.5	1.92
128.8	0.47	134.1	1.20	139.6	1.94
128.9	0.48	134.2	1.22	139.7	1.95
129.0	0.50	134.3	1.23	139.8	1.97
129.1	0.51	134.4	1.24	139.9	1.98
129.2	0.52	134.5	1.26	140.0	1.99
129.3	0.54	134.6	1.27	140.1	2.01
129.4	0.55	134.7	1.29	140.2	2.02
129.5	0.57	134.8	1.30	140.3	2.03
129.6	0.58	134.9	1.31	140.4	2.05
129.7	0.59	135.0	1.33	140.5	2.06
129.8	0.61	135.1	1.34	140.6	2.07
129.9	0.62	135.2	1.35	140.7	2.09
130.0	0.63	135.3	1.37	140.8	2.10
130.1	0.65	135.4	1.38	140.9	2.11
130.2	0.66	135.5	1.39	141.0	2.13
130.3	0.67	135.6	1.41	141.1	2.14
130.4	0.69	135.7	1.42	141.2	2.16
130.5	0.70	135.8	1.44	141.3	2.17
	0.72	135.9	1.45	141.4	2.18

**CANADIAN SALT COMPANY LIMITED**  
**SCHEDULE 'D'**  
**OJIBWAY MINE**  
**SKILLED TRADES SENIORITY LIST**

171	11 JAN 71
172	12 APR 71
240	30 JUL 73
234	25 FEB 74
176	23 OCT 76
166	1 NOV 76
207	29 NOV 76
217	28 FEB 77
241	15 JUL 77
203	4 JUL 78
250	1 SEP 78
254	22 JAN 79
255	6 FEB 79
259	4 SEP 79
265	29 OCT 79
178	5 JAN 81
188	4 MAR 81
194	10 MAR 81
210	4 JAN 82
181	28 SEP 82
182	24 SEP 84
190	24 SEP 84
192	2 OCT 84
199	10 JAN 85
205	10 FEB 86
212	17 APR 86
286	4 JAN 88
289	4 JAN 88
251	1 MAR 88
202	12 SEP 88
238	28 AUG 89
235	24 SEP 90
252	22 OCT 90

248	25 OCT 90
226	3 DEC 90
208	7 JAN 91
256	13 MAY 91
174	13 MAY 91
257	2 JUL 91
229	29 JUL 91
209	28 OCT 91
191	12 MAY 92
183	5 AUG 92
164	11 FEB 93
232	18 MAY 93
228	12 AUG 93
175	22 JUN 95
170	4 JUL 95
230	23 OCT 95
243	15 JUL 96
185	15 JUL 96
247	30 JUL 96
253	2 DEC 96
260	15 JUN 98
189	17 MAY 99
201	26 JUL 99
196	09 AUG 99
193	07 SEP 99
204	21 AUG 00
292	08 JUL 03
294	22 SEP 03
295	17 NOV 03
304	25 OCT 04

**EMPLOYEE'S  
HANDBOOK**

## **EMPLOYEES HANDBOOK**

THIS HANDBOOK **IS** DESIGNED AS A REFERENCE GUIDE FOR EMPLOYEES. IT CONTAINS A BRIEF DESCRIPTION OF THE COMPANY FACILITIES, BENEFIT PLANS AND ANSWERS TO THE MOST OFTEN ASKED QUESTIONS.

THE PROVISIONS OF THE RESPECTIVE UNION AGREEMENTS AND/OR THE ACTUAL TEXT OF THE BENEFIT PLANS SHALL RULE WHERE QUESTIONS ARISE REGARDING INTERPRETATION.

## **PERSONAL PROTECTIVE EQUIPMENT**

The personal safety equipment issued to you by the Company such as safety glasses and safety hats shall be worn at all times except in those areas noted in the Safety Rules. In addition, you are required to wear protective foot gear. Safety shoes may be purchased at the plant from the safety shoe supplier or from a safety shoe supplier of your choice. You will receive an allowance as follows:

### **LOCAL 1959 - OJIBWAY MINE**

\$145.00 maximum per year effective March 1, 2005

\$150.00 maximum per year effective February 16, 2006

\$155.00 maximum per year effective February 16, 2007

In addition, persons classified as permanent prep crew and all skilled trades will receive a second payment for protective foot gear as follows:

\$145.00 September 1, 2005

\$150.00 September 1, 2006

\$155.00 September 1, 2007

Employees who have completed a **six** (6)month temporary posting as a Prep Crew will also be eligible for the second payment listed above.

If you are required to wear prescription glasses, the Company will cover the cost of one pair of Company approved safety glasses (prescription) every two years (includes eye exam, if required). The Safety Department or Personnel Department will issue you an authorization form to one of the approved suppliers.

Hearing protection and respiratory protective equipment must be worn in posted areas and/or assigned jobs. A variety of hearing protection devices are available from your foreman and/or from the Safety Department.

## **LOCKERS**

Your foreperson will assign you a locker(s) for your use during your term of employment. The Company will provide a lock if desired, but does not accept responsibility for your locker's contents during your employment.

### **HEALTH CARE FACILITIES**

The Company maintains throughout the plant First Aid Stations, staffed by Qualified First Aid Attendants for treatment of on-the-job injuries. It also utilizes the services of a local Physician for pre-employment medicals, annual medicals and return-to-work medicals. In the event you are injured or become ill at work, report to your foreman.

All accidents or injuries, regardless of their severity must be reported. ANY EMPLOYEE SEEKING MEDICAL ATTENTION FOR A WORK RELATED INJURY OR ILLNESS MUST REPORT IT TO THEIR FOREMAN AND OBTAIN THE PROPER FORMS FROM THE GATEHOUSE PRIOR TO ATTENDING THE MEDICAL FACILITY.

### **ONTARIO HOSPITALIZATION INSURANCE PLAN (O.H.I.P.)**

Ontario Health insurance Coverage is available for all employees through the local Ontario Health Insurance Plan Office at 1427 Ouellette Avenue, Windsor, Ontario (973-1385).

### **GREEN SHIELD EXTENDED HEALTH SERVICES U-5 PLAN (WITH OUT-OF-PROVINCE COVERAGE)**

Services shown below will be eligible if they are **usual**, reasonable and customary, and are medically necessary for the treatment of an illness or injury. Please contact your benefit representative, broker/consultant, or the Green Shield Customer Service Centre at 1-888-711-1119 to determine benefit eligibility and coverage details.

#### **DRUG**

- A Co-payment of \$1.00 applies to each prescription

- a The Ontario Drug Benefit co-pay/~~deductible~~ for seniors is not a benefit
- Generic equivalent drug substitution applies

Benefits include legally prescribed drugs, needles, syringes and a wide range of over-the-counter drugs. Serums and vitamins are ineligible unless injected. New drugs that are introduced into the Canadian marketplace after February 22, 1999 are subject to an evaluation process by Green Shield Canada Medical and Pharmacy Consultants. New drugs are either added to the plan for all employees, not added to the plan, or approved on an individual basis if specific criteria are met and Special Authorization Forms are completed by the Physician. Those drugs that require specific criteria be met and completed Special Authorization Forms are called Conditional Benefits. You may contact Green Shield Canada Customer Service Centre at 1-888-711-1119 for information regarding whether or not any rejected drug is a Conditional Benefit or non benefit. A Special Authorization Form can be obtained for any Conditional Benefit by calling the Customer Service Centre and the completed forms should be sent to Green Shield Canada, Attention: Special Authorizations, for review.

### **HEALTH SERVICES**

- a Your co-insurance for Health Services is 100%.

### **EMERGENCY TRANSPORTATION**

- a Ambulance Transportation, for land or air ambulance to the nearest hospital equipped to provide the required treatment up to a maximum of \$100 per trip.

### **ACCIDENTAL DENTAL BENEFITS**

- a Accidental Dental benefits for treatment by a dentist. A dental accident report form must be submitted immediately following the accident.

### **ACCOMMODATION**

#### SEMI PRIVATE

- Semi-Private Room in public general hospital.

#### PRIVATE

- Private room in public general hospital up to a lifetime maximum of \$1,000

#### NURSING HOME

- Long Term Care (LTC) Facility. Prior approval is necessary. (Please **call** Greenshield for upto date information on limits and maximums)

#### AUDIO

- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum
- Batteries are not eligible

(Please call Greenshield for upto date information on limits and maximums)

#### MEDICAL ITEMS

Prosthetic Appliances and Durable Medical Equipment as well as replacements, repairs, fittings and adjustments of such devices. Contact the Customer Service Centre to verify eligibility of a particular benefit.

#### PARAMEDICAL SERVICES

- Physiotherapist
- Speech Therapist/Pathologist
- Registered Massage Therapist (medical referral required)
- Clinical Psychologist Benefits
- Private Duty Nursing Benefits
- PSA/CA 125 Test \$25

(Please call Greenshield for upto date information on limits and maximums)

#### VISION

- e Your Vision Benefit carries a maximum of \$225 every 24 months for prescription eye glasses and/or contact lenses or \$225 every 24 months for medically necessary contact lenses provided they are dispensed by an Optometrist, an Optician or an Ophthalmologist. Alternatively, employees may apply the value of their vision benefits towards the cost of laser eye surgery.

Vision benefits do not include eye examinations.

## **DENTAL**

- e Your lifetime maximum for Orthodontic Benefits is \$1,800 effective March 1, 2004.
- e Your co-insurance is \$100% for Basic Services, 100% for Comprehensive Basic Services, 50% for Major Restorative Services and 50% for Orthodontic Services
- e Basic Services cover: recalls once every 9 months, other exams and full mouth x-rays every 3 years.
- Comprehensive Basic cover denture relines and rebasing once every 3 years; denture cleaning once every 9 months
- e Major Restorative Services cover dentures once every 5 years
- Applicable lab, drug and other expenses are eligible to a maximum of 40% of the professional fee
- e Your eligible claims are reimbursed at the level stated above and in accordance with the Current Ontario Dental Association Fee Guide for General Practitioners

## **BASIC SERVICES**

- e Recalls include exams, bitewing X-rays, cleanings and fluoride treatments.
- e Complete, general or comprehensive oral exams, full mouth x-rays and panoramic x-rays.
- Basic restorations including fillings and inlays.
- e Extractions and surgical services including general anesthetics and intravenous sedation.
- Mouth guard appliance limited to 1 per year.

## COMPREHENSIVE BASIC SERVICES

- Endodontic treatment including root canal therapy.
- Periodontal treatment including scaling and/or root planing.
- Standard denture services including relining and rebasing of dentures.

## MAJOR RESTORATIVE SERVICES

- Dentures, complete, immediate and partial plus denture adjustments after 3 months from installation.

## ORTHODONTIC SERVICES

- Orthodontic services require a treatment plan to be submitted by your Dentist/Orthodontist for prior approval of coverage eligibility.

## TRAVEL BENEFITS

- You must receive pre-authorization from your provincial government health plan and Green Shield prior to the commencement of any referral treatment. Your provincial government health plan may cover this referral benefit entirely. You must provide Green Shield with a letter from your attending physician stating the reason for the referral, and a letter from your provincial government health plan outlining their liability. Failure to comply in obtaining pre-authorization may result in non-payment.
- Hospital and medical services are eligible only if your provincial government health plan provides payment toward the cost of services received.

Green Shield must be contacted by phone within 48 hours of commencement of treatment. Green Shield, through consultation with the Assistance Medical Team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel. **Carry** your Green Shield identification card with you when traveling.

- Hospital services and accommodation up to a standard ward rate in a public general hospital.
- Medical/surgical services
- Emergency Air ambulance to your province of residence (including a medical attendant when necessary)

### **GREEN SHIELD CANADA TRAVEL ASSISTANCE SERVICE**

Available 24 hours per day, 7 days per week through Green Shields international medical service organization. Some services include:

- Verification of insurance coverage for entry and admissions into hospitals and other medical care providers.
- Arrangement of emergency medical transportation and evacuation
- Knowledge legal referral assistance
- Assistance in replacing lost or stolen travel documents
- Emergency and payment assistance for major health expenses over \$200.00 Canadian

### **HOW GREEN SHIELD CANADA'S TRAVEL ASSISTANCE SERVICE WORKS**

As soon as you have a medical emergency:

The patient **must** contact Green Shield **within 48 hours of commencement** of treatment by dialing **1-800-936-6226** within Canada or USA or call collect **0 519-742-3556**. Failure to call within 48 hours or refusal to be repatriated may result in benefits not being covered beyond 48 hours.

Quote your group number and patient number, found on your Green Shield Identification Card, and explain your medical emergency. You must also be able to provide your Provincial Health Insurance Plan Number.

Our physicians will follow your progress to ensure that you are receiving the best available medical treatment. These physicians also keep in constant communication with your

family physician and your family, depending on the severity of your condition.

**Please Note:**

- As we are not able to guarantee assistance services in areas of political or civil unrest, please contact Green Shield for pre-travel or claims inquiries.
- Referral services are only eligible if the required medical treatment is not readily available in your province of residence.

**Travel benefits do not include:**

Treatment or service required for ongoing care, rest cures, health spas, elective surgery, check-ups or travel for health purposes, even if the trip is on the recommendation of a physician.

**GENERAL INFORMATION  
LIMITED BENEFIT CLAUSE**

Green Shield will determine the amount of benefits payable, giving consideration to limited procedures, services, or courses of treatment that may be performed to accomplish the desired result. The attending physician/dentist and the patient have the option of which procedure to use, although payment for the procedure may be based on the “limited treatment” principle. The limited Benefit Clause is a financial limitation and not intended as a comment regarding any treatment recommended or performed by a physician/dentist.

**PREDETERMINATION**

If the cost of any proposed treatment is expected to exceed \$300.00, submit to Green Shield a detailed treatment plan from your provider **before your treatment begins**. If a description of the procedures to be performed and an estimate of the charges **are not submitted in**

**advance**, Green Shield reserves the right to make a determination of benefits payable, taking into account alternate procedures, services or course of treatment, based on accepted standards of medical/dental practice.

## **GENERAL OVERALL EXCLUSIONS**

Eligible Services do not include and reimbursement will not be made when we are aware of or have been apprised of:

1. Services or supplies received as a result of disease, illness or injury due to any of:
  - intentionally self-inflicted injury while sane or insane
  - an act of war, declared or undeclared
  - participation in a riot or civil commotion
  - committing a criminal offence
2. Failure to keep a schedule appointment with a licensed medical/dental practitioner.
3. Services or supplies which are cosmetic in nature.
4. The completion of any claim forms and/or insurance reports.
5. Services or supplies which do not meet accepted standards of medical/dental/ophthalmic practice, including charges for services or supplies which are experimental in nature.
6. Services or supplies normally paid through any provincial government health plan, Workers' Compensation Board, the Assistive Devices Program or any other Government Agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made.
7. Services or supplies from any governmental agency which are obtained without cost by compliance with laws or regulations

enacted by a federal, provincial, municipal or other government body.

8. Services or supplies which are not recommended or approved by the attending physician/dentist.
9. Services or supplies that you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage.
10. Services or supplies which are legally prohibited by the government from coverage.
11. The replacement of lost, missing or stolen items, or items which are damaged due to negligence.
12. Any eligible service that relates to treatment of injuries arising out of a motor vehicle accident.

### **CO-ORDINATION OF BENEFITS (COB)**

Where you or your dependents have coverage with more than one carrier, claims shall be co-ordinated so that reimbursement from all coverage's shall not exceed 100% of the actual claim. **Ask** for our COB brochure for information on how your family can receive this service.

### **SUBROGATION**

Green Shield retains the right to subrogation if benefits have or should have been paid or provided by a third party. **In** cases of third party liability, you must advise your lawyer of these rights.

### **GROUP CONVERSION PACKAGE**

Any employee who will be terminating employment where there is **an** active Green Shield group benefits program in force and who will lose their group benefits may enroll in the Green Shield Group Conversion Program.

Dependent children who are no longer eligible for benefits under their parents Green Shield group benefits program may also enroll in the Green Shield Group Conversion Program. Call (416)601-0429 in the Toronto area or toll-free at 1 800 667-0429 for an information package. You must apply within 60 days of termination of your benefits from Green Shield group program.

## **HEALTH CARE IDENTIFICATION CARDS**

If you lose your identification cards for any of the above health care plans, please contact the Personnel Department.

The Company does not accept responsibility for the lack of coverage under the Health Plans when the employee has failed to notify the Personnel Department of any change in marital status, change of address, additions or deletions in the number of eligible dependents to be covered under your health plans.

## **EMPLOYEES IDENTIFICATION CARDS**

All employees are issued an identification card containing a photo. It is important that you carry it with you. You may be required to present it when entering either of our two Windsor facilities or during pay cheque distribution.

## **DISABILITY WAGE PLAN (For Local 1959.. Ojibway Employees)**

### **1. Purpose**

The purpose of this Plan is to protect eligible payroll employees against total loss of earnings during periods of disability due to sickness or a non-occupational accident by the payment of wages to the extent hereinafter specified.

### **2. Eligibility**

Any payroll employee, whether paid by the hour, day, week or month, who has completed three months of service in

accordance with the Company's Service Rules shall be eligible to receive payments outlined in Item 3 below.

### **3. Wages During Disability**

- (a) For employees who have completed three months of service but less than one year of service, 66 2/3% of regular wages for a maximum period of 20 weeks.
- (b) For employees who have completed one or more years of service, payment shall be as follows:

In respect of non-occupational disability, a minimum of \$260.00 per week or 80% of regular wages, whichever is greater, for a maximum period of 26 weeks and 50% of regular wages for a further maximum period of 26 weeks.

### **4. Waiting Period**

The waiting period before payments begin shall consist of seven (7) consecutive days in each separate and distinct case of disability, with the exception that, if a new disability occurs before payment in respect of another disability has ceased, the requirement of a waiting period in respect of the new disability shall be waived.

If an employee is hospitalized for a continuous period of twenty-four (24) hours or when a surgical procedure requires a general anesthetic, (except for dental surgery) the remainder of the waiting period will be waived.

The day on which an employee becomes unable to work shall be counted as the first day of the waiting period if, at the time of his/her ceasing work on account of the disability not more than half of his/her working day or shift has elapsed; otherwise, the waiting period shall commence on the following day. If the first day of disability is a non-working day, the waiting period shall commence on that day.

## **5. Relapsed, Recurrent and Recovered Disabilities**

If an employee returns to work prior to complete recovery and finds it necessary to cease work again because of a medically certified relapse, the second absence shall be treated as a continuation of the first, and, provided the maximum amount of disability wages has not been paid during the first absence, payment shall recommence as of the first day of the second absence. In no case, however, shall disability wages be paid for an amount in excess of the provisions outlined in Item 3 of this Plan for the two or more periods of absence involved.

For the purpose of the Disability Wage Plan, the Company Health Professional shall determine whether an employee's illness is a recurrence.

Recurrent chronic disabling conditions such as rheumatism, varicose veins and heart disorders shall be treated as separate and distinct cases of disability in each instance of recurrence.

In the case of such common ailments as colds, bronchitis and influenza, if a complete recovery has been effected, a recurrence of the same disability shall be treated as a separate and distinct case.

## **6. Calculation of Regular Wages**

For the purpose of this Plan, the regular wages of an employee paid by the hour shall be his/her hourly rate as established for Industrial Relations Plan purposes multiplied by the standard work hours that have elapsed during the period for which payment is being made; if he/she is paid by the day, week or month, his/her regular daily, weekly or monthly rate, respectively, shall be used.

An employee receiving disability wages shall receive any increase or decrease in wages resulting from adjustments in the Company's rates of pay or the standard work hours that he/she would have received had he/she been working.

**7. Evidence of Disability**

In the case of absence on account of sickness or a non-occupational accident, the employee shall furnish satisfactory medical evidence of his/her inability to work, and he/she shall be responsible for securing the prescribed form and returning it to the Company, at no cost to the employee.

The Company reserves the right in every case to require such medical forms as it may consider necessary, and to have the employee submit to a medical examination by any doctor it may name.

Employees are expected to cooperate wholeheartedly in following such directions as the Company may prescribe under the terms of this **Plan**.

**8. General Regulations**

- (a) No wages shall be paid during periods of disability resulting from:
  - (i) Pregnancy or childbirth
  - (ii) Illness or injury intentionally self-inflicted
  - (iii) The improper use of drugs or intoxicants unless the employee is enrolled in or becomes enrolled in a prescribed rehabilitation program, approved by the Company
  - (iv) Willful acts contrary to law and order
  - (v) Employment by, or for, a third party.
  
- (b) **An** employee who becomes disabled while on a leave of absence that has been granted for personal reasons shall become eligible for disability wages on the date when he/she would normally have returned to work,

subject to the completion of the prescribed waiting period which shall commence on that date.

- (c) If an employee who has been given notice of layoff on account of lack of work incurs a disability prior to the effective date of the layoff, he/she shall be paid disability wages for any period of disability extending up to but not beyond the effective date of the layoff, subject to the completion of the prescribed waiting period.
- (d) An employee who becomes disabled while on vacation under the Vacation Plan shall be eligible for disability wages at the expiration of his/her vacation period, subject to the completion of the prescribed waiting period which shall commence on the day following the end of his/her vacation.
- (e) If a new disability occurs before payment in respect of another disability has ceased, the two or more disabilities involved shall be treated for the purpose of this Plan as one combined disability, and payments in respect thereof shall not exceed the provisions outlined in Item 3.
- (f) Upon the payment of disability wages under this Plan to an employee in respect of injury or disability caused or contributed to by the fault or neglect of any person, the Company is subrogated to the right of recovery of the employee against any person in respect of disability wages paid and other benefits provided in accordance with the procedures outlined in the Memorandum issued by The Canadian Salt Company Limited on February 10th, 1965, regulating the Company's right to recovery from third parties of disability wages paid and other benefits provided by the Company to employees.

Disability wages shall be subject to any authorized deductions that would be made from earned wages. They shall also be subject to the same extent as earned

wages, to garnishment or other legal process, and will be reported by the Company, where required, to the proper taxation authorities.

The payment of disability wages shall cease immediately when an employee is retired on pension or death of an employee.

### **LONG TERM DISABILITY PLAN**

1. The plan will be effective for those seniority employees who commence their sick claims at least one (1) month from the date of ratification (August 11/90).
2. An employee will qualify for L.T.D. benefits after one (1) year of illness and expiration of S. and A. benefits.
3. An employee will receive L.T.D. benefits for up to 24 months provided he/she continues to be unable to perform his/her own job during this period.
4. **An** employee will continue to receive L.T.D. benefits beyond two (2) years provided he/she **is** unable to perform any occupation (including occupations outside **of** the Corporation) for which he/she is reasonably qualified.
5. Benefit level - \$1600/\$1700/\$1800 per month as per the Collective Agreement
6. Benefits cease at age 65, or retirement, or death, whichever occurs first.
7. There is no carve out of L.T.D.
8. Seniority and service will continue while an employee receives L.T.D.

## LIFE INSURANCE COVERAGE

Participation in the Company Insurance Plan is a condition of employment and starts after ~~six~~ (6) months of service.

Maritime Life will issue to you a Certificate of Insurance showing your insured benefits and effective date.

If you are not actively at work or full time on the effective date (due to layoff, illness, etc.) your coverage is delayed until the day you are actively at work full time.

If while insured, you die, Maritime Life will pay the amount of your life insurance to the last legally nominated beneficiary as filed. In the absence of a beneficiary nomination, payment will be made to your estate.

You may name the beneficiary of your choice or your estate. All nominations made by you are revocable unless you otherwise stipulate.

Your insurance ends on the earliest of:

- (a) the date your termination of employment occurs;
- (b) the end of the period for which premium is paid for your insurance;
- (c) the date the Group Policy is no longer in force.

If you return to the employment of the Company after the insurance has been cancelled, you may be reinstated under the Plan from the date of re-employment, provided that you have not taken advantage of the conversion privilege, and provided that you have been re-employed within a period of twenty-four (24) months.

If your insurance ceases, the conversion privilege contained in the policy entitles you to purchase an individual life policy from Maritime Life without undergoing any medical examination. Written application for the individual policy must be made to Maritime Life within the thirty-one (31) day period immediately following termination of your insurance.

Once you retire your Life Insurance will be reduced to \$10,000 company paid, unless you are in receipt of Disability Benefits where your amount of insurance has been totally paid out.

You are considered to be totally disabled if you have been, are and will be continuously and wholly prevented by illness from performing any work for compensation or profit or from following any gainful occupation for which you are or may become reasonably qualified by education, training or experience.

The Company pays the full cost of the first

\$40,000 effective April 1, 2005

\$41,000 effective February 16, 2006

\$42,000 effective February 16, 2007

and the employee pays 60¢ per thousand for the balance of their coverage. (\$36,500 effective April 1, 2005, \$37,500 effective February 16, 2006 and \$38,500 effective February 16, 2007 for all employees.

## **EMPLOYEE'S PENSION PLAN**

### **1. General Information**

The Pension Plan covers all regular employees of the Company. The Plan is non-contributory, the cost being fully paid for by the Company. Except where the context otherwise requires, words or expressions used in this Plan denoting the masculine gender shall be read as including the feminine gender.

### **2. Eligibility and Service**

Every full time Employee shall become a Member of the Plan on the date he/she commences to be an employee.

Recognized service means the period of recognized employment with The Canadian Salt Company Limited or a designated subsidiary of predecessor's company calculated in accordance with the Company's Service Rules.

### **3. Retirement Policy**

It is the policy of the Company that an employee shall retire on the first day of the month following his 65th birthday. This date is referred to as the Normal Retirement Date.

Any employee who has completed at least thirty (30) years of recognized service may retire early on or after July 1, 1987 at his/her option on the first day of any month after his/her fifty-fifth (55) birthday with full pension credits. Such employee, retiring after March 1, 2005, will receive a Pension Supplement of \$500 per month will be provided to age 60 reducing to \$450 per month to age 65.

### **4. Pension Benefit**

The amount of annual pension benefit payable at Normal Retirement Age, or age 55 with 30 years' service, is the sum of the following:

- (a) For each year of recognized service prior to December 31, 1971, one (1) percent of the average earnings received by a member during the five calendar years in which the member's earnings were the greatest.
- (b) For each year of recognized service from January 1, 1972, 1 % of the member's average earnings received during the five calendar years in which the member's earnings were the greatest, plus an additional 0.6% of any portion of the same average earnings over the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan in the year prior to that in which the member retires.

## **5. Vested Pension**

An employee who has completed two years of service with the Company on or after January 1, 1987 acquires a Vested Interest of 100% in the pension plan.

Before January 1, 1987 Minimum Vesting of 5% occurs after six years of recognized service, progressing at the rate of 5% for each additional year of recognized service when the employee acquires 50% vesting. Vesting then continues at a rate of 10% per year until the 20th year of recognized service when full vesting takes place.

Where applicable Provincial Government Pension legislation is in excess of the Company rules governing vesting, the Government legislation will prevail.

Where the vested monthly pension payable at age 65 is less than \$25.00 per month, the employee will usually receive a lump sum settlement, calculated on an actuarially equivalent basis, payable twelve months after the date of termination.

Vested interest is finalized twelve months after termination of employment. In the event the employee returns to regular employment with the Company within his twelve month period, vesting is cancelled but he is reinstated in the Plan with accumulated pension credits.

It is the responsibility of the individual to apply for the vested pension benefit on reaching Normal Retirement Age.

## **6. Termination of Employment**

Upon completion of two years of service after January 1, 1987 the member is entitled to a deferred pension upon termination.

In respect to service prior to January 1, 1987, after completion of six years of service the member

shall be entitled to a deferred pension as laid out in Vested Interest, upon termination.

Notwithstanding any other provisions of the Plan to the contrary, a member who terminates employment prior to age 55 may elect to receive the commuted value of his/her deferred pension.

The commuted value upon termination may be:

- transferred into a locked-in RRSP
- transferred to another pension plan
- used to purchase a deferred life annuity from an insurance company.

## **7. Pension Payments**

Pension payments commence on the actual retirement date. Payments continue for the lifetime of the employee. Should an employee die during the five years following commencement of the pension, pension payments will continue to be paid to his/her designated beneficiary or the commuted value of said remaining payments to his/her estate for the balance of the five year period unless an optional form of pension had been selected.

## **8. Voluntary Early Retirement**

All pension calculations are based on retirement at the age of 65 except for employees who have reached age 55 and have completed at least 30 years of recognized service. Any other employee who retires with the consent of the Company during the ten years prior to Normal Retirement Date may elect one of the following options:

- (a) A deferred pension calculated in accordance with the formula in Section 4 payable at the Normal Retirement Date, or
- (b) A deferred pension actuarially equivalent to that in (a) payable at any date between the Early Retirement Date and Normal Retirement Date, or

- (c) An early retirement pension Calculated on an actuarially equivalent basis to that in (a), payable in the Early Retirement Date.

## **9. Retirement Due to Disability**

An employee who has completed fifteen years of recognized service and who becomes wholly and permanently disabled before his Normal Retirement Date may be granted a disability pension at a reduced rate calculated on an actuarially equivalent basis, if they have not reached 55 years of age. If the employee has completed 15 years of recognized service and has attained the age of 55, the pension will represent full benefits earned to the retirement date with no actuarial reduction.

The pension supplement is not payable to employees retiring due to disability unless they have 15 years of service and have reached the age of fifty-five (55) at the time of disability retirement.

## **10. Death Benefits**

Where a member who has completed two years of service dies prior to the commencement of his/her pension, his/her spouse or, if there is no spouse, his/her designated beneficiary or estate, shall be entitled to receive a lump sum payment equal to the Commuted Value of the pension to which the member was entitled or would have been entitled to had he/she terminated his/her employment immediately before his/her death.

In the event of the death of a member who is fifty-five (55) years of age or older prior to the commencement of his/her pension, the spouse of such member will be entitled to receive the pension benefits he/she would have received had the member retired on the date of death, with such benefits calculated on earnings and service through that date and with no early retirement reduction.

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## **11. Pension Options**

### **(a) Joint and Survivor Option**

Each member with a spouse on the date pension payments are to commence will receive a reduced pension payable for the member's lifetime. If the member is survived by his/her spouse, the spouse will receive the remainder, if any, of the 60 months guaranteed payments which have not been received by the member. The spouse will then receive a pension equal to 60% of the deceased members pension, until death.

### **(b) Single Life Pension**

Payable for the lifetime of the member and guaranteed for a period of 60 months.

The amounts of pension provided under these options are calculated on an actuarially equivalent basis.

## SAMPLE PENSION CALCULATION

Date of Birth:	10 December 1934	
Date Hire:	1 January 1968	
Retirement Date:	31 December 1999	
Service to:	31 December 1971	4 years
Service from:	1 January 1972 to 31 December 1999	<u>27 years</u>
Total Service:		31 years
	Employee's Average Annual Earnings for best 5 years	\$50,000.00
	Maximum CPP Pensionable Earnings for '99	<u>33,900.00</u>
	Excess of Av. Annual Earnings over YMPE	16,100.00
(a)	Pension for Service from 1 Jan 1968 to December 1971	
	$\$50,000 \times 4 \times 1\%$	\$ 2,000.00
(b)	Pension for Service from 1 Jan 1972 to 31 December 1987	
	$\$50,000 \times 27 \times 1.0\%$	13,500.00
	$\$16,100 \times 27 \times 0.6\%$	<u>2,608.20</u>
	Total Annual Pension	\$18,108.20
	Total Monthly Pension	
	$\$18,108.20 \times 1/12$	\$ 1,509.02
	Add CPP 1999 751.67	
	Add OAS 1999 <u>410.82</u>	
	Total Monthly Pension Income	\$ 2,671.51

## **TIME CLOCKS**

Employees are required to clock in before the start of the regularly scheduled shift and again at the end of their shift. When an employee is late, he/she is docked in six minute intervals based on the time indicated on his/her time card. If an employee leaves before the end of his shift, he/she is penalized to the extent of twelve (12) minutes for the first twelve (12) minutes or less and six (6) minutes for every additional six (6) minutes or less, before the end of his/her shift. Employees must clock in and/or out when they leave the Gatehouse except for special circumstances.

## **UNDERGROUND TAGOUT SYSTEM OJIBWAY MINE**

An underground tagout system has been devised to ensure in the case of an emergency that all employees have returned to the surface and no one is left underground. The tagout board is located in the Mine Dry Area. At the end of his/her shift an employee will return his/her tag to the "surface" side of the board. Each employee's tag number will be the same as his payroll number.

## **CHEMSAL CLUB**

All employees are eligible for membership in the Chemsal Club, an employee organization which sponsors various social events. The Club facilities are located on the banks of the Detroit River, adjacent to the Ojibway Mine, and includes complete kitchen and bar facilities, baseball diamond and boat launching facilities. The Club is operated by a Committee of elected employees of both the Windsor Facility and Ojibway Mine. Some of the events which they sponsor are the annual Children's Christmas Party, Fishing Derby, Annual Picnic, Corn Roast, Hallowe'en Party and New Year's Celebration. An inexpensive monthly membership fee can be paid through payroll deduction and applications are available through the Personnel Office or from a member of the Chemsal Club Executive.

## **UNION MEMBERSHIP**

The employees of the Windsor Facility and Ojibway Mine are represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada) Local 1959.

Under the terms of the respective Collective Agreements, the Company must deduct from each employee's pay, monthly membership fees on behalf of the Union. Further, each employee must become a member of the Union within 30 days of his/her hiring and is required to continue as a member during his/her term of employment with the Company.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

All employees and their eligible dependants are entitled to up to six confidential counselling sessions (per family) per year provided by the Canadian Mental Health Association and/or their referral agencies. EAP Counsellors are specialists in areas such as:

- Addictions: Alcohol, Drugs, Gambling
- Family & Marital Counselling
- Depression & Stress
- Financial Issues
- Individual Psychological Treatment
- Family Violence
- Caregiver Support
- Mediation
- Parenting Issues
- Change in the Workplace
- Workplace Health
- Workplace Stress
- Critical Incident Stress
- Bereavement Counselling
- Pre & Post Retirement Counselling
- Anger Management
- **Legal Issues**

For more information call the CMHA directly at 255-1749  
March, 2005

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# CALENDARS

## 2005

### January

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### June

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### August

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### October

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### November

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## 2006

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### February

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### March

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### June

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### July

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### August

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### September

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### October

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### November

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### December

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## 2007

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April							May							June						
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15	16	17	18	19	20	21	13	14	15	16	17	18	19	20	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31	24	25	26	27	28	29	30		

July							August							September						
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15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
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October							November							December							
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14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29		
													30	31							

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(1992 Base = 100)

	2004	2005	2006	2007
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February	123.2	125.8		
March	123.6	126.5		
April	123.9	126.9		
May	125.0			
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July	125.0			
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