

2009 – 2012

COLLECTIVE AGREEMENT

BETWEEN

SIFTO CANADA CORP.
A subsidiary of
COMPASS MINERALS INTERNATIONAL INC.
Goderich, Ontario
Goderich Mine

AND

**THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION (CEP)**
LOCAL 16-O
Goderich, Ontario
00241 (11)

COLLECTIVE AGREEMENT

between

SIFTO CANADA CORP, a subsidiary of **COMPASS MINERALS INTERNATIONAL INC.** having operations at 300 North Harbour Road, Goderich, Ontario, N7A 3Y9, hereinafter referred to as the “Company”

and

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION (CEP) Local 16-O, located at Goderich, Ontario, hereinafter referred to as the “Union”.

ARTICLE 1
PURPOSE

- 1.01 a) The Company and the Union have entered into this Agreement at Goderich, Ontario, for the purpose of recording terms and conditions of employment, resulting from collective bargaining which are to be observed by the parties hereto. It is their desire to maintain a harmonious relationship between the Company and its employees, to settle all differences in an amicable manner as herein provided, and to work together to achieve the most efficient operation of the plant and to promote the safety and health of the employees.
- b) The rights, terms, and conditions of employment in this Agreement will not be modified in any manner, nor will any new rights, terms, and/or conditions of employment be implemented unless mutually agreed upon by the parties.
- 1.02 There shall be no discrimination,

interference, restraint, coercion, harassment, or intimidation by the Company or the Union against any hourly or salaried employee because of membership in the Union, age, race, religion, colour, sex, sexual preference, marital status, ancestry, or nationality.

ARTICLE 2

SCOPE

- 2.01 The Company recognizes the CEP Local 16-O and its properly appointed executive as the sole Bargaining Agent of the employees covered by this Agreement. The rights, terms and conditions of this Agreement apply to Bargaining Unit employees unless stipulated otherwise.
- 2.02 The following employees are excluded from the bargaining unit:
- All office staff including executive, managerial, sales, engineering, laboratory, accounting, and clerical.
 - Supervisory employees above and including the rank of acting foreman.

- Security guards to protect the property of the Company.
- All part time and any temporary employees who have not completed the probationary period described in Clause 6.01. Such employees shall be subject to equivalent provisions to those provided by Article 5 (check-off) Article 13 (hours of work and overtime) Article 14 (rates of pay) Article 15 (mine holidays) and Article 18 (bereavement leave). It is understood that such employees shall be released before any regular employees are laid off and no new employees will be hired under this Clause if any regular employee is on layoff.

2.03 Supervisory employees shall not do work which is customarily performed by members of the bargaining unit. This does not apply when the supervisor is engaged in any of the following:

- Training an employee in a manner, which does not supersede or preclude

established training.

- Conducting work of a research and development nature.
- In emergencies, for the safety and health of employees or the protection of Company Property.

2.04 Security guards shall not do work which is customarily performed by members of the bargaining unit.

2.05 Except as provided in Clause 2.02 above, this agreement shall not apply to probationary employees. It is understood and agreed that the termination of any such employee shall be deemed to be for just cause.

2.06 The following departments are recognized:

- Mining
- Surface Operations
- Surface Maintenance
- Underground Maintenance
- Hoisting

2.07 So far as practicable with the work force

available, normal maintenance, repair and production work which has been done regularly by the Company's own employees will continue to be done by such employees.

New construction, installation or modification of equipment, major repairs, major maintenance, major overhaul work, warranty work or other work not regularly done by the Company's own employees may be done by outside contractors.

This Clause is not intended to restrict the Company to let contracts when it feels it necessary, economical, or expedient to do so, such as not having the necessary equipment, supervision or employees immediately available with the necessary skills or when peaks of work would require a temporary increase of the Company's forces with subsequent layoff of such forces.

If it becomes necessary to contract out work as provided for above, the Company agrees to give a written notification of the reasons for such contracting out to a

designated representative of the Union, prior to the work being performed. The Company will normally provide three (3) days notice for major contracts involving more than ten (10) outside workers. If time does not permit, the Company shall notify a Union official and follow with a written notice. In the notification, the Company will give the name of the contractor, the approximate number of personnel involved, the approximate duration and the job to be performed.

The Company will not cause an employee to be laid off, demoted, terminated or transferred by bringing in outside contractors to perform normal maintenance repair or production work on the plant premises.

Maintenance Contracting Out
Clarification:

If it becomes necessary to contract out work and in order to obtain maintenance crew involvement for the identification and planning of work that will assist in the minimization of contracting out, the

Company will discuss with the Union all work that has the potential to be contracted out, prior to the work being performed. The Company agrees to give a written notification of the reasons for such contracting out to a designated representative of the Union.

Under currently agreed to Overtime Guidelines, the Company is committed to the use of qualified Sifto employees from the volunteers on all Departmental overtime sign up lists ahead of having contractors carry out the required work.

Modification of equipment, major repairs, major maintenance and major overhaul work will be first offered to the Company's own employees as per Clauses 6.05 i) and 6.09 b). Both parties understand that normal service levels must be maintained.

Jobs requiring four (4) days or less (that can include modification of equipment, major repairs, major maintenance and major overhaul work) will first be offered to available Sifto Journeymen. Shift

assignments will be assigned in the following order:

- Regular posted shift Journeymen's normal duties.
- Assignment of prioritized work
- Job continuity
- Backfilling other unplanned work

Supervisors will consider Journeyman's specific job interest (as per Clause 2.08) prior to contracting out work. Contractors can be utilized so that normal service levels can be maintained.

The Company agrees to no open ended contracts.

Notification of a Maintenance Contract:

If it becomes necessary to outsource work the Union will be notified.

An e-mail will be sent to the "contracting out" distribution list. The notification will classify into two categories:

1. Pre-note – 3 days or more advance

notice

2. Urgent – Less than 3 days notice.

The purpose of the notification of a contract is to ensure that the workplace parties are aware of what work is being contracted. In the case of the “pre-note” the Union will be allowed to suggest alternative solutions to out-sourcing.

- 2.08 To ensure that maintenance department employees are focused on performing maintenance and repair work related to their trade and, to ensure surface operations department work and underground mining department work is not being performed by maintenance department employees, the Company agrees that maintenance department employees will follow the mutually agreed to Guidelines, unless mutually agreed upon otherwise by the parties.

Maintenance department employees will not be permitted to perform any job duties associated with the surface operations department and the underground mining department. Maintenance department

employees shall be permitted to utilize equipment in the performance of their core duties.

In order to consider seniority when assigning tasks, maintenance department employees will submit their specific job interests in order of priority, which will be used by the supervisor for daily job assignment, realizing that at all times their choice(s) may not transpire.

ARTICLE 3 COMPANY RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function and right of the Company to:
- a) Operate and manage its business in all respects, except where any right to do so has been specifically restricted by the terms of this Agreement;
 - b) maintain order, discipline and efficiency;
 - c) make and alter from time to time rules

and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with this Agreement;

- d) schedule the production;
- e) direct the working force, hire, promote, demote, transfer, layoff because of lack of work, recall, discipline, suspend and discharge for just cause all employees, provided that claims of discriminatory promotions, demotion, or transfer and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided;
- f) subject to Clause 3.02 below, incorporate all manner of technical and process improvements.

3.02 Technological change is defined as the introduction of new technology into the operation or the automation of an activity, which results in a significant change in the method of operating the business. It does not include such things as a change

in the volume or timing of business or the routine replacement of equipment.

The Company agrees to notify the Union of pending technological change, at the earliest practical date which will permit a meaningful discussion of the impact of the change on the operation and the workforce. Such discussion shall include the following:

- the probable effective date;
- the approximate number and classification of employees to be affected, if any;
- the approximate number of jobs to be abolished and/or created, if any;
- any change in the terms, conditions or security of employment.

It is understood and agreed that any new or significantly changed job created by the technological change will be posted in accordance with Clause 6.05.

If the technological change creates a

permanent reduction in the number of employees at the operation, the reduction shall be effected in accordance with the terms of Letter of Understanding #6.

ARTICLE 4 UNION RECOGNITION

- 4.01 The Company recognizes the Union, during the term of this Agreement or any renewal thereof, as the exclusive representatives of the employees for the purpose of collective bargaining with respect to hours of work, rates of pay and other conditions of employment, as set forth in this Agreement and, as may transpire during and throughout the term of the Agreement.

- 4.02 All employees shall, as a condition of employment, become members of the Union upon completion of their probationary period, maintaining such membership in good standing for the duration of this Agreement.

- 4.03 The Company agrees to make available to the President and other Union Officials,

office space equipped with a desk, chairs, telephone and filing cabinet, 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.

- 4.04 The Company will advise the Union in advance, whenever a member of the bargaining unit is requested to participate in the evaluation of new equipment or methods. No bargaining unit employee will participate in any activity or function which is reserved to the Union under Clause 4.01 or current employment legislation without the express permission of the Union.
- 4.05 The Company will provide the Union with up to one (1) hour during the employees regular scheduled working hours, at a mutually agreed time, to meet with new employees during their orientation process.
- 4.06 The Company agrees that if the Local Union President, Vice President, Treasurer, Chief Stewards (3), Recording Secretary,

Sergeant at Arms, Occupational Health and Safety Certified Representative, WSIB Representative, or Shift Stewards (4) wishes to trade shifts with himself to attend the monthly Union General Meeting, they shall be accommodated.

- 4.07 Should the Company decide to sell or merge in part or in full, any part of the Sifto Goderich Salt Mine with any other Company or entity, the parties agree that the expressed rights contained in this Collective Agreement shall remain in full force until this Agreement expires as in Clause 22.01 and shall not be altered in any manner until the parties negotiate a new Agreement as in Clause 22.02.
- 4.08 The Union President will be accommodated full time in the union office on a paid Monday to Friday, straight day's (# 2) eight (8) hour shift schedule. The Union President's hourly rate of pay will be paid the top rate of Monday to Friday in Schedule "A". The Union President's vacation may be taken at any time during the vacation year and, any such vacation weeks utilized will not affect or impact any other groups' vacation allotment

entitlement.

- 4.09 If the Union President decides to designate another person to work his hours, the designate employee's Superintendent must be consulted for approval prior to establishing the designation. It is understood that such designation is subject to the efficient operation of the business and allocation of skills.

- 4.10 In addition to granted time specifically identified in this Agreement, the Company will provide the Union with up to an additional twelve-hundred (1200) paid hours at the employee's posted rate per calendar year for union business.

ARTICLE 5 CHECKOFF

- 5.01 The Company recognizes the right of the Union to levy initiation fees and dues.

- 5.02 Upon receipt of written authorization from the Union, the Company agrees to deduct from the pay of employees covered by this Agreement, initiation fees and regular bi-weekly union dues during the term of this

Agreement.

- 5.03 The Company shall remit to the Union bi-weekly, the initiation fees and regular monthly dues deducted together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

ARTICLE 6 SENIORITY

- 6.01 Seniority shall be determined by an employee's length of service in the bargaining unit. A new employee shall be considered probationary, without seniority until he has accumulated seven-hundred and twenty (720) hours (inclusive of all overtime work and mine holiday work) of employment. Thereafter, his seniority shall date back to his first date of hire within the previous twelve (12) months. After two-hundred and forty (240) hours of employment, a new employee shall receive a performance review.

- 6.02 When a bargaining unit employee accepts a position outside the bargaining unit, he will cease to have seniority rights and lose

all accrued seniority. In the event such an employee returns to the bargaining unit, he will not be entitled to return unless as a probationary employee.

6.03 In all cases of promotion, demotion, transfer, lay-off and recall, the Company shall give preference to the senior employees, provided the senior employee has the physical capabilities and the ability to perform the job in accordance with Company standards. With respect to the issue of an employee's qualifications, where there is a difference between the provisions of this Clause and those of any other Clause or Letter of Understanding, the terms of the other Clause or Letter shall prevail.

6.04 a) Permanent job vacancies, including a vacancy on a new classification shall be posted in accordance with Clause 6.05 and shall be awarded to the senior applicant who, in accordance with Clause 6.05 (e), will be provided with a reasonable amount of time to complete the required classroom training. On the job instruction with

a qualified employee will normally be continuous, subject to the availability of appropriate work and resources.

- b) Thereafter, the employee shall have fifteen (15) working days of actual on the job experience to develop the methods, practices and skills required to be effective on the job and to demonstrate a level of job competency satisfactory to the Company. Where a classification includes multiple functions, such as the Development Miner or Surface Utilityman, each function shall be treated independently.
- c) During the fifteen (15) day period referred to above, the employee shall be regularly reviewed and shall receive a written progress report after ten (10) days. The applicable Chief Steward shall receive a copy of this report. If after fifteen (15) working days the successful applicant proves unsatisfactory, the employee shall be returned to his former position if the employee's former position

has not been awarded to another employee, failing this, the employee will be transferred to his departments applicable Labour Group or Surface Utilityman Group, or the Company and the Union shall agree to another appropriate course of action.

- d) Only candidates with an up to date license recognized by the Company in the appropriate trade will be considered for posted positions which require a recognized trade certificate.

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6.05 Job vacancies, including a vacancy in a new classification as outlined below in Clause a) will be considered permanent when the vacancy is to exceed forty-five (45) calendar days. Exceptions to this stipulation are outlined below in Clause 6.06 and 6.07. The Company will provide a draft of all job vacancies to the Union for review prior to posting the job vacancy on the bulletin board.

- a) Except as specified in Schedule A, Note 3, permanent job vacancies,

including a vacancy in a new classification, which are above the Labour Rate shall be posted on the Notice Board for seven (7) calendar days in order to give all employees who are interested an opportunity to bid for the job.

Any subsequent vacancy arising within the classification posted shall be offered to employees by seniority who signed the initial posting in order of seniority.

- b) Following the seven (7) day period in Clause 6.05 (a) above, the Company will ask the applicants in order of seniority if they wish to accept or decline the posting prior to officially awarding the posting. Employees who bid on a job and have scheduled themselves to an absence from work during the selection process, shall be required to leave their job choice selection(s) with the applicable clerk prior to beginning their absence or by leaving a telephone number where they can be reached in a

timely manner. Failure to observe these options will be considered as the employee forfeiting his seniority rights to a job vacancy.

- c) A posting will not imply or require dual departmental status and no employee will be allowed to hold two posted positions simultaneously unless mutually agreed to by the parties.

No job posting or position will be eliminated in one department and re-posted in another department unless mutually agreed upon by the parties.

- d) The posting will include a statement indicating the shift schedule, crew on which the vacancy or position is currently assigned, the department, trade, rate of pay, and job description. Under normal circumstances, employees shall be limited to performing the work stipulated per their job posting.

Within fourteen (14) calendar days

after the posting expires, the Company must announce a successful candidate or cancel the posting. In the event of there being no applicant's after a posting expires or the crews require balancing, the established Guidelines will be observed. No prerequisite qualifications or experience gained by an employee prior to awarding of the posting will be considered in the awarding of the posting.

- e) If Classroom training is required, it will normally begin within ten (10) calendar days, subject to the availability of the employee's successor.
- f) Whenever there is a substantial change in the duties of an existing job, the job shall be re-posted unless the parties agree to a different course of action.
- g) Job vacancies will be considered temporary when the vacancy is of a duration of forty-five (45) calendar days or less. Unless otherwise

stipulated, such vacancies will be filled as per Letters of Understanding #5 and #8.

- h) A job posting being temporarily filled by a probationary employee will be posted upon the successful completion of the employee's probationary period.
- i) A vacancy in a new classification, Special Assignment or a Project will be considered a Temporary Vacancy when the vacancy is of a duration of forty-five (45) calendar days or less. Work will first be offered and subsequently awarded to the employee's in the applicable department to which the work is normally performed.

The Company will meet with the Union President or designate and determine the appropriate method for filling the vacancy. The duration of the Temporary Vacancies may be extended upon mutual agreement of the Company and the Union

President or designate. In such a case, the resulting vacancy will also be extended and not posted. In the absence of an agreement of either situation, the temporary vacancy will be posted in the same manner as a permanent vacancy.

- 6.06 a) The following job vacancies shall be re-posted following the corresponding time limits:

Trainersafter 45 days
Leave as per Clause 7.04....after 45 days
Union Office Employees.....after 45 days
WI and WSIB.....after 90 days

Where it is determined in advance that the job vacancy will exceed the above noted time limits, the Company will re-post the position prior to the expiry of the time limits.

- b) Vacancies generated by Clause 6.06 (a) above will be filled in accordance with Letters of Understanding #5 and #8 until the time limits or conditions above are met.

- c) An employee returning to regular duty after his job has been re-posted will be given the option to exercise his seniority rights in all jobs, on all crews, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- d) If the employee is unable to exercise his seniority according to Clause 6.06 (c) above, he will be accommodated in accordance with Letters of Understanding #13 & #14.
- e) Any employee promoted, demoted or transferred because of the re-arrangement of positions shall exercise his seniority rights in the same order as stated above.

6.07 Vacancies generated by normal vacation periods as per Article 16 will not be re-posted and shall be filled as per Letters of Understanding #5 and #8.

Vacancies generated by the special paid retirement leave in Clause 20.02 may be posted as per Clause 6.05 above after the

retiree has exercised this option.

- 6.08 As a general principle, daily work assignments in the Mining Department and the Surface Operations Department will be selected in accordance with Letter of Understanding #8.
- 6.09 a) Special Assignments and Projects which are not typically part of a posted classification in any Department other than the Maintenance Department, will be selected on a shift by shift basis by the Labour Pool or Surface Utilityman in accordance with Letter of Understanding #8 if the work assignment lasts four (4) days or less.
- b) Special Assignments and Projects in the Maintenance Department that last longer than four (4) days will be offered by seniority and qualifications.
- 6.10 An employee in the Mining Department whose job is not available on a given shift will be assigned to the labour pool and an employee in the Surface Operations will be assigned to the Surface Utilityman

classification.

- 6.11 On a shift to shift basis, as a general principle, all daily work assignments will be distributed in a common area at a specific time in each respective department.
- 6.12 The term posting is as defined in Clause 6.05 and with the exception of posting vacancies, for the purpose of this Article, labourer positions will be treated in the same manner as postings.
- 6.13 a) In the event of a layoff, all probationary and temporary employees will be released first. Thereafter, regular employees shall be laid-off in reverse order of seniority in accordance with the applicable Clauses (6.14, 6.15, 6.18)

With the agreement of both parties, an employee not affected by the layoff may be transferred to another department to minimize the effect of the layoff on other employees.

- b) Probationary and temporary

employees laid off and subsequently rehired within twelve (12) months of their layoff date will retain all their previous probationary service time.

- 6.14 a) In all cases of layoffs, posting eliminations, or shut downs lasting five (5) working days or less, the Company will assign employees to the available work based on their seniority and qualifications. Those employees remaining at work shall not exercise their seniority rights nor shall their rates of pay be altered.
- b) For the purpose of Clause 6.14 (a) each twenty-four (24) hour day will be treated as a unique event and to the extent permitted by employment legislation, employees originally scheduled to work that day will be assigned to the available work based on their seniority and qualifications. A senior employee who cannot be so accommodated will have a corresponding adjustment in overtime hours worked.

- c) If there is less than four (4) weeks between commencement shutdowns of five (5) working days or less, as described in Clause 6.14 (a), then Clause 6.15 will apply to any subsequent weeks.

6.15 In all cases of layoffs, posting eliminations, or shut downs lasting more than five (5) working days, the employees displaced shall have the right to exercise their seniority and qualifications as follows:

- a) The Company shall prepare a list indicating the number of employees required in each job classification on each shift.
- b) Each employee displaced as a result of Clause 6.15 by a layoff, a posting elimination, a shut down lasting more than five (5) working days or by another employee, will be given, in order of seniority, the option to bump the most junior employee in any classification on any shift in the department, provided the employee exercising this option

has the qualifications, the physical capabilities and the ability to perform the job in accordance with Company standards. Senior employees who are unable to exercise their seniority rights in this fashion, will then be given the option of exercising their seniority rights in all jobs, on all shifts, in all departments provided the employee exercising this option has the qualifications, the physical capabilities and the ability to perform the job in accordance with Company standards. These rights may be exercised immediately if the Company knows the five (5) day time limit will be exceeded.

- c) Senior employees who are still unable to exercise their seniority rights in the fashion as outlined in Clause 6.15 (b), will be offered training on a job classification held by a junior employee to reduce the likelihood of being laid off out of seniority, except as restricted in Clause 6.04 (d). The employee will be consulted before the job is selected. Any employee

displaced during this process will be given the same option, except as restricted in Clause 6.04 (d). This right may be exercised immediately after the process outlined in Clause 6.15 (b) has been completed.

6.16 In all cases of recall, and/or the process of resuming jobs as a result of Clause 6.15, the Company will post all vacancies available in accordance with Clause(s) 6.04 and 6.05. The vacancies will be filled as follows:

- a) Employees who remain actively at work may choose to fill a vacant labourer position or apply to fill any vacancies in accordance with Clauses 6.04 and 6.05.
- b) Employees who are not actively at work (on layoff) will be initially recalled by seniority to the Labour Group. These employees may choose to remain in a labourer position or apply to fill any vacancies in accordance with Clauses 6.04 and 6.05.

- c) When the process in Clause 6.16 (a) & (b) are complete, the employees remaining in the Labour Group will be given, in order of seniority, the option to exercise their seniority rights to a crew of their choice in the Labour Group.
- d) When employees are recalled to deal with a short term situation other than an increase in production, the employees will be recalled by seniority to the Labour Group. The work will be allocated in accordance with Letter of Understanding #8.
- e) Should a recall situation occur which cannot be practically covered by any of Clause 6.16 a, b, c or d, the parties will meet to determine an appropriate procedure.

6.17 Once the processes described in Clause(s) 6.15 and 6.16 have been completed, no bumping will be permitted until the next layoff, posting elimination, shutdown, or recall except in accordance with Clause(s) 6.06, 6.18, 6.19, 6.20 and 6.21.

- 6.18 In the case of a permanent layoff, or a permanent elimination of a posting, all employee(s) displaced shall have the right to exercise their seniority rights in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- 6.19 In all cases of a partial elimination of a posting within a classification, the senior incumbents will be given the option to either retain their posting or exercise their seniority rights, in all jobs, on all shifts, in all departments in accordance with Clause 6.03. Any employee displaced during this process will be given the option to exercise their seniority rights in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- 6.20 All employees displaced as a result of Clause(s) 3.02, 6.05 (f), or 13.02 (f) will be given the option to exercise their seniority rights in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04

(d).

- 6.21 An employee whose equipment is down or whose job is not required for more than thirty (30) consecutive calendar days, for reasons other than those contemplated in Clause(s) 6.14 through and to Clause 6.20 inclusive, will have the option to exercise his seniority in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d). All employees permanently displaced by employees exercising their seniority rights under this Clause will also have the option to exercise their seniority in all jobs, on all shifts, in all departments, provided the employee exercising this right has the qualifications, physical capabilities and the ability to perform the job in accordance with Company standards. To decrease the likelihood of an employee being laid off out of seniority, all employees will be offered training on a job classification held by a junior employee, except as restricted in Clause 6.04 (d). The employee will be consulted before the job is selected. These rights may be exercised immediately if the Company knows the thirty (30) day time limits will be exceeded.

6.22 The training provided in all Clause(s) of Article 6, will be administered in the same fashion as outlined in Clause 6.04.

6.23 An employee shall cease to have seniority rights and his employee status with the Company shall be terminated for all purposes if he:

- a) voluntarily leaves the Company;
- b) is discharged for just cause;
- c) retires from Company service;
- d) is laid off by the Company and has not been recalled in accordance with the time limits outlined below. In such an event, an employee with five (5) or more years of continuous service and who has not previously been offered severance, shall be entitled to a severance payment calculated in accordance with Letter of Understanding #6.

Years of Service

- Less than 1 year 12 months
- 1 year or more 24 months

- 10 years or more 36 months
- 20 years or more 48 months

NOTE: In the event of a shut down of the mine in part or in whole for reasons of natural or accidental disaster or a decision to temporarily cease mining production, it is understood that the employee's recall rights shall be initiated upon the day the mine reopens for production.

- e) fails to notify the Company within three (3) calendar days following receipt of notice to return, by registered mail sent to the employee's last place of address on record with the Company, of his intention to return to work following a lay-off;

NOTE: The time limit allowed for the receipt of such notice shall be four (4) calendar days after the mailing date.

- f) fails to report for work following a lay-off, within fourteen (14) calendar days after notice to return to work has been sent by registered mail, to the employee's last place of address on record with the Company.

NOTE: It is the responsibility of the employee on lay-off to notify the Company of the address where he can be reached in the event of recall.

- g) is absent for more than three (3) consecutive working days without just cause in the opinion of the Company, except in the case of illness or accident provided the Company is notified of such illness or accident during the above three (3) day period. The Company may require such illness or accident to be confirmed by a doctor's certificate. Notwithstanding the words "in the opinion of the Company" an Arbitrator may render a decision based upon the merits of the issue in

dispute.

- h) he does not report for work upon the expiration of an authorized leave of absence, unless excused for reasonable cause.

- 6.24 a) Notwithstanding Clause 7.02, an employee absent due to illness or accident, shall accumulate and retain seniority rights and employee status with the Company while on Weekly Indemnity, Long Term Disability or Worker's Compensation or during the following periods of absence, whichever is greater.

Years of Service

- Less than 1 year 12 months
- 1 year or more 24 months
- 10 years or more 36 months
- 20 years or more 48 months

- b) An employee shall retain seniority rights and employee status with the Company for a leave of absence for any reason other than those named in (a) for up to three (3) months, except as provided for in Clause 7.03 and

7.04.

NOTE: Employees who have exceeded the time limits in this Clause shall lose their seniority rights and their status as an employee of the Company shall terminate.

- 6.25 For the purpose of this Article, any reference to departments shall mean those outlined in Clause 2.06.
- 6.26 An employee on layoff shall have no status under this Agreement, except as specifically provided herein.
- 6.27 A Seniority List shall be made up by the Company every six (6) months. One (1) copy shall be posted on the Notice Board and one (1) copy shall be supplied to the Union. Any disagreement on the seniority positions shall be taken up with the Company and referred to the original date of hire.
- 6.28 The Company agrees a seniority list will be included in the Collective Agreement booklets as an appendix. It will have the following note attached to the bottom of

the seniority list: “This list is for quick informal reference and is not an official seniority list.”

ARTICLE 7 LEAVE OF ABSENCE

- 7.01 All leaves of absence shall be without pay, except as noted in Clauses 15.05, 18.02, 18.03, 21.03 and 21.04

- 7.02 Employees absent due to sickness or accident or on Workers’ Compensation shall be automatically considered to be on leave of absence, provided that the Company may require such sickness or accident to be confirmed by a doctor’s certificate.

- 7.03 Employees of the Company, not exceeding four (4) in number, elected by the Union as representatives to District, Provincial or National functions shall, subject to production requirements be granted reasonable leave of absence to attend such functions, provided the Company received adequate notice of requested absence. The employees granted such a leave of absence shall accumulate seniority for the

duration of said leave.

- 7.04 During the term of this Agreement, the Company, on application from the Union reasonably in advance, shall grant leave of absence not to exceed six (6) months, for up to three (3) employees who may be selected as a representative of the National Union, to fill an office with the District, the Ontario Federation of Labour, or the Canadian Labour Congress or to act as a certified instructor. This leave of absence may be extended an additional six (6) months by agreement of the parties. The employee granted such a leave of absence shall accumulate seniority for the duration of said leave. The employee will not be entitled to any benefits under this Agreement except that the Group Insurance coverage will be maintained providing the employee pays the full cost.
- 7.05 The Company shall grant leave of absence to those employees required to attend any conciliation or arbitration proceedings. It is agreed that the number of such employees shall be kept to a minimum so as not to affect the efficient operation of

the mine.

- 7.06 An employee may be granted up to two (2) weeks leave of absence consecutive with his vacation and if the Company grants such leave of absence, the employee shall accumulate seniority during such leave.
- 7.07 A leave of absence may be extended by the Company for justifiable reasons.
- 7.08 An employee who is unavailable for work as a result of being charged with a crime, shall not be terminated solely by reason of such absence during the first sixty (60) days of the absence.

In such an event, the Company reserves the right at any time, to make a decision with respect to the employee's ongoing employment based on the facts of the incident. Any such decision will be subject to the provisions of Clause 3.01 (e).

ARTICLE 8 COMMITTEES

8.01 NEGOTIATING COMMITTEE

The Company agrees that a Negotiating

Committee, not to exceed five (5) employees in number, selected by the Union, shall be recognized as the authorized negotiating representative of the Union. The Company shall deal with the said Committee with respect to proposals for modifications of the Agreement as outlined in Article 22. An accredited official of the Union may participate in any such negotiations. Up to two (2) additional people appropriate to the agenda may attend on mutual agreement.

The Company and the Union shall supply each other in writing the names of the employees constituting the Negotiating Committee and shall inform each other two (2) days prior to any meeting of any changes in the personnel of the said Committee.

Meetings between the Company and the Negotiating Committee shall be held at times affording the least loss of time to the Company and to the members of the Committee. The members of the Committee shall be scheduled on Monday

to Friday #2 shift once negotiations have started. It is understood that payment to the members of the Committee for regular time lost in connection with the renegotiation of this Agreement will be paid by the Company up to conciliation.

For the purposes of this Clause, an employee who is not on his day off and who spends a day in negotiations with the Company shall be deemed to have performed a day of work for all purposes, including the calculation of overtime, and Committee Members shall not be required to work the #1 Shift immediately before or the #3 Shift immediately after a day of negotiations, if they would otherwise have been so scheduled.

The Company shall not pay Committee Members for time lost from work due to conciliation proceedings.

8.02 GRIEVANCE COMMITTEE

The Company agrees that a Grievance Committee, not to exceed three (3) employees in number, selected by

the Union, shall be recognized as the authorized representative of the Union to handle all grievances as outlined in Clause 9.04.

The Union shall supply the Company in writing the names of the employees constituting the Grievance Committee and shall inform the Company at least two (2) days prior to any meeting of any change in the personnel of the said Committee.

Meetings between the Company and the Grievance Committee shall be held on selected days or a mutually agreed alternative time affording the least loss of time to the Company and the members of the Committee

It is understood that compensation to the Committee and the appropriate employees (Grievor, Steward, and any other mutually approved) for regular time lost in connection with grievances of employees shall be paid by the Company up to and including Step Two.

The Company shall not pay Committee members for time lost from work due to Arbitration proceedings.

- 8.03 Meetings of the following Joint Union/Management Committees shall be held on selected days or a mutually agreed alternative time affording the least loss to the Company and the Union.

The Joint Union/Management Committees are as follows:

- a) Labour-Management Committee
- b) Health and Safety Committee
- c) Training Committee
- d) Accommodation Committee
- e) Employee Assistance Program Committee

Time spent by members at meetings of the above noted Committees shall be paid at the appropriate straight time or overtime rate. Members will additionally be provided with up to one (1) hour preparation time in advance of any of the above noted meetings.

8.04 LABOUR MANAGEMENT COMMITTEE

The Company recognizes a Labour Management Committee comprised of five (5) Mine Management (Mine Manager and below) and five (5) Local Union Negotiating Committee Officials to meet not less than once every month or as otherwise agreed between the parties, for the purpose of advising and consulting on matters impacting on the operations and the employees, and to otherwise enhance communications to their mutual benefit. It is understood that upon notification from either party, up to two (2) additional employees who are pertinent to the discussion may attend.

8.05 JOINT HEALTH AND SAFETY COMMITTEE

The Joint Health and Safety Committee shall be composed of three (3) employees selected by the Company and three (3) employees selected by the Union.

The Joint Health and Safety Committee shall meet not less than once a month.

The purpose of the Committee is to monitor and make appropriate recommendations on matters pertaining to health and safety as provided in Article 17.

8.06 JOINT TRAINING COMMITTEE

The purpose of the Joint Training Committee is to oversee the training program at the Goderich Mine. The Joint Training Committee will monitor, track and assess the departmental training programs to ensure the training programs are current, consistent, relevant, effective and progressive. The Joint Training Committee will make recommendations on training issues.

- a) A Joint Training Committee will be maintained and co-chaired by the Company's Environment Health & Safety Manager and a bargaining unit member selected by the Local Union. The parties agree that the Union may select someone other than the bargaining unit trainer in the

Training Department for this position. The Committee will have training representatives as listed below to support and assist in the identification of specific areas of expertise:

- Mining
- Surface Operations & Hoisting
- Maintenance (surface & underground)
- Electrical

- b) The Company and the Union shall select their representatives. The employee members will represent the employees of the area of expertise from which they were selected.
- c) Each training representative will meet with the appropriate Department Superintendent quarterly to discuss training requirements and training related issues. The Superintendent will forward a report summarizing the meeting and forecasted training requirements to the Environment Health & Safety Manager. The Union and Company Co-Chairs will be copied on this report.

- d) The Co-Chairs will meet as required and upon request to review the above reports which collectively represent the training requirements for the entire site. Subsequently, the Environment Health & Safety Manager will compile the training requirements and publish a report summarizing the training completed the previous month as well as planned future training.

- e) Semi annually the Environment Health & Safety Manager will create and publish a draft plan to meet the training needs requested by the Department Superintendents. Subsequently, the Co-Chairs, Superintendents, and training representatives will meet to review the training results of the previous quarter and discuss the planned activity for the upcoming quarter. At the conclusion of this meeting, the Environment Health & Safety Manager will finalize and implement the quarterly training plan.

ARTICLE 9
GRIEVANCE PROCEDURE

- 9.01 When an employee or a group of employees has a dispute involving the interpretation, application or an alleged violation of the Agreement, the employee(s) and the employee's supervisor(s) will discuss the dispute and attempt to resolve it. A steward may be present at the employee's request during the discussion. Failing a satisfactory resolution of the dispute a grievance may be submitted electronically to the employee's supervisor by the chief steward or his designate, to step one of the grievance procedure, provided that no more than three (3) weeks has elapsed since the date of the incident giving rise to the grievance or two (2) weeks since the employee discussed it with his supervisor.
- 9.02 A first step meeting shall be scheduled with reasonable advanced notice within two (2) weeks of the date the grievance is submitted at a mutually agreed upon time. This meeting may be attended by the employee, the employee's shift steward and the chief steward or his delegate. The Company will be represented by the appropriate superintendent and/or his

delegate and the supervisor. The Company will reply in writing within one (1) week of the first step meeting.

- 9.03 Failing a satisfactory resolution at step one, the grievance may be advanced to step two, provided the Union notifies the Company in writing within two (2) weeks of receiving the Company's first step answer.
- 9.04 A second step meeting shall be scheduled within two (2) weeks of the notification unless an extension date has been mutually agreed upon by the parties. This meeting will be attended by the grievance committee and the National Representative or his delegate. The Company shall be represented by the Mine Operations Manager or his delegate, the HR Representative, and such other Company officials as may be appropriate. Either party may request the presence of the grievor. The Company will reply in writing within one (1) week of the second step meeting.
- 9.05 Failing a satisfactory resolution at step

two, the grievance may be advanced to arbitration, provided the Union notifies the Company in writing within two (2) weeks of receiving the Company's second step answer.

- 9.06 At all steps of the grievance and arbitration procedure, the grievor and the Union shall disclose to the Company a full and detailed statement of the facts, the remedy sought and the provision(s) of the Agreement relied upon. In a similar fashion, the Company shall disclose all pertinent facts upon which it relies. In the event additional facts become available they will be revealed to the other party in a timely fashion.
- 9.07 a) A policy grievance is defined as a dispute which affects the rights of the parties to this Agreement as entities rather than the rights of an individual employee or group of employees. Policy grievances shall be initiated at step two.
- b) To avoid the necessity of processing numerous grievances concerning the

same subject or event, the Company will recognize Group Grievances, provided that each aggrieved employee's name is listed on the grievance and Clause 9.02 shall apply. One representative of the group may attend.

- 9.08 It is understood and agreed that no precedent shall be set as the result of a dispute or grievance which is settled short of arbitration unless both parties expressly agree in writing, that the settlement shall constitute a precedent. Neither party shall utilize the settlement of a dispute or grievance in an effort to maintain a practice or to initiate the same or similar practice in another location.
- 9.09 No employee or employee representative shall leave his work for any of the purposes mentioned in this Agreement without a request to and permission from his foreman. No meeting between an employee and the Company during which an employee is entitled to and request representation will commence until the employee's appropriate representative(s)

can be made available. The Company agrees to maintain a reasonable balance between employee and management representatives.

- 9.10 A copy of any written material or notice of discipline or counselling used by the Company to correct behaviour, will be forwarded without delay to the Local Union Chief Steward.
- 9.11 The written material, discipline or counselling notices referred to in Clause 9.10 that do not involve a suspension shall be deleted from an employee's file if a period of twelve (12) months has elapsed without any new infraction resulting in further disciplinary action.
- 9.12 The record of a suspension shall be deleted from an employee's file if twenty-four (24) months has elapsed without any new infraction resulting in further disciplinary action.
- 9.13 Disciplinary suspensions will be served in a timely fashion at management's discretion. When such a suspension is

five (5) days or less and is the subject of a grievance it will normally be served after the earlier of the second step answer or the date the grievance is abandoned.

- 9.14 The parties agree that the time limits in this procedure are mandatory. Furthermore, if the Company fails to schedule or hold a meeting within the prescribed time limits, the grievance shall be automatically advanced to the next step in the procedure.

ARTICLE 10 ARBITRATION

- 10.01 When either party decides to submit a grievance to Arbitration, as per Clause 9.05, the other party shall be so advised in writing. The Company and the Union shall endeavour to agree upon a sole Arbitrator. If the Arbitrator is not chosen within a five (5) day period, then the Minister of Labour for the Province of Ontario shall be requested to appoint an Arbitrator.
- 10.02 No person shall be appointed as an

Arbitrator who has been involved previously in an attempt to negotiate to settle the grievance.

10.03 The expenses of the Arbitrator shall be borne equally by the Company and the Union. Witness fees and allowances shall be paid by the party calling the witness.

10.04 The proceedings and the decision of the Arbitrator shall be expedited by the Company and the Union. The decision of the Arbitrator shall be final and binding upon the parties hereto; but the Arbitrator shall not be authorized to make, nor shall he/she make any decision or recommendation inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.

ARTICLE 11

NO STRIKES OR LOCKOUTS

- 11.01 The Union agrees there shall be no strike, work stoppage, slowdown or restriction of output during the life of this Agreement.
- 11.02 The Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 12 MAINTENANCE & PROTECTION DURING SUSPENSION OF WORK

- 12.01 It is agreed that, during any general suspension of work at the said mine at any time and for any cause whatsoever, the Company's property shall be protected, the skip hoist, water pumps, and other machinery necessary for the protection of the mine, shall be kept operating, and the Company's equipment shall be left in good condition by the employees. The safety provisions of the current Occupational Health and Safety Act, and Regulations for Mines and Mining Plants shall be fully complied with by all employees prior to any cessation of

work.

- 12.02 It is understood that those employees who are required to remain at work, or report to work (including Mine Rescue personnel), under the provisions of Clause 12.01 above, shall be available for such work during the suspension of work. No production or shipping work shall be done by such employees.

It is agreed that personnel required to report for work under Clauses 12.01 and 12.02 shall have Life, AD&D. and hospital insurance maintained by the Company for claims incurred on any day the employee has actively been at work.

- 12.03 The employees referred to in Clause 12.02 above shall be paid at the wage rates in effect at the time of the general suspension of work.

ARTICLE 13 HOURS OF WORK AND OVERTIME

- 13.01 a) The work week is defined as

commencing at the beginning of Monday's #1 Shift and consists of seven (7) consecutive days ending at the conclusion of Sunday's #3 Shift. The regular hours of work shall be forty (40) per week which shall normally consist of five (5) eight (8) hour shifts in accordance with the regularly assigned shift schedules. Shift schedules affecting three (3) shift seven (7) day mining operations shall provide an average of forty (40) hours per week over a four (4) week cycle. Employees on such a schedule are not eligible for overtime pay on the sixth (6th) regularly scheduled shift in any work week.

- b) Shift schedules that do not provide Saturday and Sunday as days of rest shall be mutually agreed upon by the parties and awarded to volunteers only.
- c) Any shift schedule developed in excess of eight (8) hours a day and/or forty (40) hours a week must

be mutually agreed upon by the parties prior to being implemented and, any such schedule will also be additionally governed under Guideline format, to which Guidelines will be maintained in accordance and in unison with the Collective Agreement and the respective shift schedule Guidelines.

- d) Employees may voluntarily work in excess of eight (8) hours per day provided such hours do not conflict with the established requirements on hours of work and rest periods.
- e) No employee will be requested, required, or permitted to work any shift in excess of twelve (12) hours, unless approved by the parties.
- f) No employee will be requested, required, assigned, or permitted to perform any work off-site for the Company including being on-call, involving pagers, telephones, computer devices, faxes, radio

devices, or involvement in the ordering/tracking of any shipment or product unless mutually agreed upon otherwise by the parties.

- g) All lunch periods will be counted and accumulated towards an employee's weekly maximum hours of work per day and per week, except as otherwise mutually agreed upon by the parties.
- h) Prior to any shift schedule being implemented in excess of eight (8) hours per day and/or in excess of forty (40) hours a week underground in the Mine, thorough air testing will be conducted to establish that the schedule meets the criteria of ensuring employees are not over-exposed to the TLV limits. Periodic air testing underground shall be conducted following the implementation of such schedules when situations arise to ensure employees are not over-exposed to the TLV limits.

- i) No bargaining unit employee shall be requested to perform supervisory functions unless mutually agreed upon by the parties.
- j) An employee who calls-into work and/or who personally attends the mine-site on stand-by in an effort of obtaining unscheduled work outside established procedures/guidelines will not be offered nor awarded any such work.
- k) The Company and the Union agree to the establishment of a sixty (60) hour ESA excess weekly hours of work application for all departments at the Goderich Mine during the term of the Collective Agreement.

13.02 Shift Start Times

- a) The shift schedules are as follows:
 - i) Ground Control and Haulage:
shift 2 - 6:40 AM to 5:10 PM.
shift 3 - 4:45 PM to 3:15 AM.

- ii) Blasting Crew:
 - shift 2 - 6:40 AM to 5:10 PM
 - shift 3 - 5:20 PM to 3:50 AM
 - (Blast @ 3:30 AM)
- iii) Development, Dev. Utilityman,
and Labour Pool:
 - shift 2 - 7:00 AM to 5:30 PM.
 - shift 3 - 5:05 PM to 3:35 AM.

- b) The 8 hour shift schedules for
Hoisting, Surface Operations, and
Processing (except Early Start
Processing Utilityman):

- shift 1 - 11:00 PM to 7:00 AM.
 - shift 2 - 7:00 AM to 3:00 PM.
 - shift 3 - 3:00 PM to 11:00 PM.

The 12 hour shift schedules for
Hoisting, Surface Operations, and
Processing (except Early Start
Processing Utilityman):

- Nights – 11:00 PM to 11:00 AM.
 - Afternoons – 11:00 AM to 11:00
PM.

- c) The shift schedules for:

- i) Services:
shift 2 - 6:50 AM to 2:50 PM.
 - ii) Dev. Backchecker:
shift 2 - 7:00 AM to 3:00 PM.
 - iii) Diamond Drill Operator:
shift 2 - 6:50 AM to 2:50 PM.
shift 3 - 2:50 PM to 10:50 PM
 - iv) Equipment Washer:
shift 3 - 2:30 PM to 10:30 PM
 - v) Material Handlers:
shift 3 - 3:00 PM to 11:00 PM
- d) The 8 hour shift schedules for Surface & Underground Maintenance, and Early Start Processing Utilityman:
- shift 1-10:30 PM to 6:30 AM
 - shift 2 - 6:30 AM to 2:30 PM
 - shift 3 - 2:30 PM to 10:30 PM

The 12 hour shift schedules for Surface & Underground Maintenance, and Early Start Processing Utilityman:

Nights – 10:30 PM to 10:30 AM.

Afternoons – 10:30 AM to 10:30 PM.

Note: These shift schedules set forth are fixed and will not be changed by the Company without the agreement of the Union. The Union will not withhold such agreement if the Company has a good business reason for the change.

- e) Shift premiums for the above schedules will be in accordance with Clause 14.02.
- f) Whenever the starting time for a job classification is changed, the job classification will be re-posted with the starting times included on the posting. Furthermore, if a shift pattern is changed, the job classification will be re-posted with the starting times and pattern listed on the posting. The existing incumbent(s) will be allowed to exercise his seniority rights in accordance with Article 6.
- g) The Company agrees to post

schedules and keep the schedules current.

- 13.03 a) All employees working an eight (8) hour shift shall receive a scheduled uninterrupted thirty (30) minute paid lunch period between the third (3rd) and fifth (5th) hours of the shift.

All employees working a ten and one-half (10½) hour shift shall receive a scheduled uninterrupted thirty (30) minute paid lunch period at the fifth (5th) hour of the shift. An employee taking such scheduled lunch period prior to the fifth (5th) hour, will receive an additional scheduled uninterrupted thirty (30) minute paid lunch period between the seventh (7th) and ninth (9th) hour of the shift.

All employees working a twelve (12) hour shift shall receive two (2) scheduled uninterrupted thirty (30) minute paid lunch periods between the third (3rd) and fifth (5th) hours of the shift and the seventh (7th) and

ninth (9th) hour of the shift.

It is understood and agreed that no employee will work more than five (5) consecutive hours without receiving a scheduled uninterrupted thirty (30) minute paid lunch period.

- b) Employees will be paid an additional half-hour at straight time for each scheduled lunch periods exercised upon in Clause 13.03 (c), (d), (e) and (f)
- c) In the event it is required to change an employee's scheduled lunch period(s) prior to the employee beginning his lunch period(s), volunteers will be sought first. If there are not sufficient volunteers, the junior present and available employees' lunch period shall be re-scheduled.
- d) Once an employee has begun his lunch, his lunch period will remain undisturbed unless he volunteers

to have his lunch period disrupted. All employees may work through their scheduled uninterrupted paid lunch period(s) when requested and will finish the remainder of his lunch period immediately following the disruption.

- e) Employees working on a stationary job may take their lunch period(s) in intervals through out their work shift at their work station.
- f) Employees working on any job other than a stationary job may work through their scheduled lunch period(s) provided they receive and take an alternate scheduled uninterrupted thirty (30) minute paid lunch period between the time frames indicated in Clause 13.03 (a).

- 13.04 a) Except as noted in Clause 13.05 all hours worked in excess of the regularly assigned daily hours shall be considered as overtime and shall be paid for at rates of one and

onehalf (1½) times the employee's straight time classified rate except double the employee's straight time classified rate will be paid for the following:

- i) All overtime hours in excess of eight (8) on any day of rest,
- ii) All overtime hours on the employee's second and subsequent day(s) of rest,
- iii) All overtime hours on Sundays.

Once an employee begins being paid an overtime rate of pay, he shall continue to be so paid at the applicable overtime rate(s) regardless of what shift and/or day such work happens to continue forward on.

- b) Subject to Clause 13.01 an employee who works more than twelve (12) continuous hours shall be paid at the rate of double time for all hours worked beyond the twelve (12)

hours.

- c) Lunch periods or breaks not exceeding two (2) hours in duration shall not be considered as breaking a continuous period of work. Overtime shall be calculated to the nearest onetenth (1/10) hour worked.

13.05 a) A shift schedule change shall be posted not later than 3 PM on Wednesday of the preceding week. In the event there is a change in an employee's days or hours of work the first regular scheduled shift worked under the changed schedule shall be paid at time and one half.

- b) Employees who work outside of their regular scheduled shift in a work week shall be paid at the applicable overtime rate for such work even if they have failed to work their regular scheduled shifts within their work week for good and sufficient reason.

- c) Two employees may exchange shifts by mutual consent, provided they have received prior approval from both their supervisors. An employee may exchange shifts with himself provided he has the approval of his supervisor. Under no circumstances will overtime be paid as a result of this exchange of shifts.

13.06 Overtime work will first be offered on a voluntary basis in accordance with Clause 13.07. Thereafter, the overtime work will be offered on a voluntary basis to the eligible active qualified employees in the following order in accordance with the established “Voluntary Cross-Departmental Overtime” Guideline:

- a) employees who hold designated relief positions
- b) qualified employees in the other Operations or Maintenance department
- c) helpers from any other department

where practical.

Employees offered and awarded cross-departmental overtime work in another department cannot exercise their seniority to displace a junior employee who was awarded overtime work in their regular department.

- 13.07 Overtime work is defined as encompassing any work on-site including call-outs and emergency work, exclusive of an employee's regular scheduled hours of work and any hours so worked on a Statutory/Mine Holiday.

All overtime work will be offered on a voluntary employee basis and will be distributed as equally as possible among eligible qualified active employees within the departments outlined in Clause 2.06, in accordance with the Company's "Overtime Distribution Procedure", Clause 13.06 and established Guidelines. Overtime work will first be offered to eligible qualified active employees within each department with the least

amount of total paid overtime roster hours at the time the overtime is made available. The remuneration for such work shall be at the wage rate normally paid for the job. It is recognized and agreed that it is not possible to ensure an equality of overtime at any given time. However, the Company will, to the best of its ability, equalize distribution on a continuing basis within each department.

Employees are to inform any General Foreman of overtime errors that were posted on the “Employees Required to Work List”. Concerns will be acted on as soon as possible.

- a) If there is time for the error to be corrected, the employee shall be added to the “Employees Required to Work List”.
- b) In the event that an employee reports an overtime error on the “Employees Required to Work List” and there is time to correct the error and an overtime administrator does not

correct the error, the employee(s) affected will be compensated for all lost wages including premiums.

c) In the event of all other improper allocation of overtime issues, the affected employee(s) will be compensated in the following manner:

- They will receive pay for half the number of hours for each overtime shift lost at one and one-half ($1\frac{1}{2}$) times the employee's applicable classified rate and;
- The total number of paid hours of overtime lost will be removed from the employee's applicable overtime roster hours and;
- In the event that there is no overtime work available in the four (4) week period following the lost overtime shift(s), the affected employee(s) will

further be compensated for one half ($\frac{1}{2}$) the number of hours for each overtime shift lost at one and one-half ($1\frac{1}{2}$) times the employees straight time classified rate.

- d) If another employee is subsequently removed from the “Employees Required to Work List”, he shall be entitled to compensation equal to four (4) hours pay at his regular straight time rate.

The current “Overtime Distribution Procedure” and established Guideline will be posted in each department where employees sign-up for overtime.

- 13.08 The bargaining unit employees in each of the departments outlined in Clause 2.06 may establish or change the method by which overtime will be distributed, provided the method is acceptable to a minimum of seventy-five percent (75%) of those employees, the Company and the Union and it does not alter any other provision of this Agreement. When the

need arises to determine a seventy-five percent (75%) consensus, an on site vote will be conducted by the Union.

- 13.09 An employee temporarily on a transfer into another department for less than an entire work week as defined in Clause 13.01 shall not be eligible to apply for overtime work on the new department's "Overtime Sign-up List". He will however, remain eligible to apply for overtime in the department to which he is normally assigned.

Upon completing an entire week's work in the new department, the employee will not be eligible to apply for overtime work on the department's "Overtime Sign-up List" to which he is normally assigned until he has transferred back.

- 13.10 The overtime roster for each department shall be updated and posted weekly in each department where employees sign-up for overtime and will indicate the running total of paid overtime hours. The roster shall include a separate column indicating the running total of worked mine holiday hours. The Union will

receive a copy of each weekly overtime roster for each department.

All paid overtime hours worked including call outs and emergency work will be charged against the employee's overtime hour's roster and all worked mine holiday hours will additionally be charged accordingly.

An employee working through a lunch period(s) is not considered as additional working time or overtime work and such will not be charged against an employee's overtime or mine holiday roster hours.

The overtime roster hours will roll back to zero for all overtime work being offered and awarded on the second Saturday in January.

The mine holiday roster hours will roll back to zero for all mine holiday work being offered and awarded on January 01st New Year's Day.

Employees working overtime for

committee work or for mine rescue training or for mine rescue work will not be charged on the employee's overtime hour's roster for the overtime so worked.

It is understood and agreed that the hours on an employee's overtime or mine holiday roster will not be averaged.

13.11 Except for Designated Hoistman Relief, an employee who is on a temporary assignment or not working his regular scheduled shift will only be obligated to work the maximum daily and weekly hours so specified in Clause 13.01 in the Agreement. Subject to Article 13 it is understood and agreed that such employees may voluntarily work in excess of eight (8) hours.

13.12 In the event an employee volunteers to work two (2) or more hours of overtime with his scheduled regular or overtime shift he shall be provided a meal, or meal allowance at the conclusion of the two (2) hours worked when:

- such hours are continuous following the stop time of his scheduled regular or overtime shift,
- such hours are continuous at the start and/or stop time of any shift worked where an employee was not previously contacted during his previous working period.

If he volunteers to work longer, he will be provided with a one-half ($\frac{1}{2}$) hour lunch period with pay. The approximate value of the meal shall equal sixteen dollars (\$16.00), or the employee shall receive a cash payment of an equal amount in the event a meal cannot be provided. The meal, (or equal payment) and the one-half ($\frac{1}{2}$) hour lunch period with pay shall be provided each succeeding period of four (4) hours overtime.

In cases where an employee arranges to have a meal brought in by taxi from Goderich, the cost of such taxi shall be paid for by the Company. However, this shall not apply if an employee is granted permission to go home in order to have his meal at the time(s) so specified

above.

- 13.13 Unless approved schedules provide otherwise, the maximum allowable hours underground employees will work, will be eight (8) hours collar to collar (including the paid lunch period) and will be paid eight (8) hours and fifteen (15) minutes at straight time or the applicable overtime rate and will be allowed to punch out and leave the property as soon as their scheduled cage arrives on surface.

The shift schedules listed in Clause 13.02 are the collar down and up times for underground employees. Underground employees will be punched in, dressed and at the wicket five (5) minutes prior to the collar down time for their respective classification. The cage to surface for each classification will leave the bottom of the shaft five (5) minutes prior to the collar up time for that classification.

- 13.14 Employees trapped or delayed in the Mine after the completion of their work shift will not be required to work

except for emergency work required to aid in the evacuation of the employees. Employees will be paid for all hours so trapped, or delayed at the applicable rate until such time as they reach surface plus the ten (10) minute portion of the collar to collar premium. Employees will remain or leave the Mine at the direction of the Emergency Control Group.

- 13.15 a) An employee who reports to work for his regular scheduled shift shall be guaranteed four (4) hours pay at his regular straight time classified rate unless he is notified in advance not to report by one of the following methods:
- in person one (1) hour in advance of the shift.
 - by phone one (1) hour in advance of the shift.
 - by posting a notice on the bulletin board before the employee leaves the property on his last regular scheduled

shift prior to the cancelled regular scheduled shift.

Any alternate work provided shall be performed and will be allotted on a daily shift by shift basis by seniority and qualifications, subject to the allocation of skills.

- b) An employee who is scheduled to report for overtime work and who is subsequently personally notified not to report, will be entitled to compensation equal to four (4) hours pay at his regular straight time rate.
- c) An employee who is scheduled to report for overtime work and who is subsequently personally notified to advance or to delay reporting by three (3) hours or more from the original posted start time will be entitled to compensation equal to four (4) hours pay at his regular straight time rate.

13.16 A call-out and emergency work is

voluntary unscheduled overtime work where the employee is not so notified during his previous working period. Such work shall be offered and awarded in accordance with Clauses 13.06 and 13.07.

Employees working call-outs and emergency work will be paid a minimum of four (4) hours straight time pay or the actual hours worked at the applicable overtime rate(s) whichever is greater.

- 13.17 No provision in this Agreement shall entitle an employee to more than one (1) overtime premium payment for the same hours worked.
- 13.18 This Article is only for the purpose of establishing hours of work and of calculating overtime and shall not be construed as a guarantee of hours of work per day or per week, except as noted in Clauses 13.15 and 13.16 above.
- 13.19 In the event of a time change due to Daylight Savings Time, the employees shall be paid at the appropriate rate of

pay for all hours worked.

ARTICLE 14
RATES OF PAY

- 14.01 a) The Company and the Union agree that the rates of pay as set forth in the attached Schedule “A” shall be the minimum rates of pay, shall form part of this Agreement and shall continue to be in effect for the duration of this agreement.

Notwithstanding the above, in the event of a job classification being eliminated or affected during the term of the Agreement, the old job classification and established rate of pay in Schedule “A” will not be utilized during the term of the Agreement unless mutually agreed upon by the parties.

All employees performing work on a special assignment or special project whether or not awarded such temporary vacancy will be entitled to all related provisions

(rates of pay, premiums, etc.)

- b) The 10.5 Hour Crew Blended Rate and the 12 Hour 5 Crew Weekend Rate are calculated from the prevailing Schedule “A” base rate’s of pay in accordance with their applicable established formula and, are averaged over the whole of the respective regular scheduled work shift.
- c) The rates of pay as set out in Clause 14.01 (b) above, will be recalculated when there are any applicable changes to the Collective Agreement and/or the hourly base rate’s of pay in Schedule “A”.

14.02 A shift premium of sixty-four cents (\$0.64) per hour and ninety-one cents (\$0.91) per hour shall be paid for work performed on all #3 or #1 shifts.

Effective April 1, 2010, the #3 Shift premium will be increased to sixty-six cents (\$0.66) per hour and the #1 Shift premium will be increased to ninety-

four cents (\$0.94) per hour.

Effective April 1, 2011, the #3 Shift premium will be increased to sixty-eight cents (\$0.68) per hour and the #1 Shift premium will be increased to ninety-seven cents (\$0.97) per hour.

Shift premium for all work performed on the regular scheduled twelve (12) hour work shifts on the five (5) Crew Shift Schedule will be paid at the revised blended rate of fifty-two (\$0.52) cents per hour. On April 1, 2010 the blended rate will be increased to fifty-three (\$0.53) cents per hour and on April 1, 2011, the blended rate will be increased to fifty-five (\$0.55) cents per hour.

Shift premium will not be paid to employees working call-outs and emergency work in accordance with Clause 13.16 when such work is less than eight (8) hours in length and not continuous with a regular scheduled or overtime shift.

The shift premium payable for overtime

attached to a shift will be that of the employee's scheduled shift.

For the purposes of calculating shift premiums only, #1 Shift is any shift starting between 20:01 hours on the previous day and 04:00 hours on the same day. #2 Shift is any shift starting between 04:01 hours and 12:00 hours on the same day. #3 Shift is any shift starting between 12:01 hours and 20:00 hours on the same day.

When overtime is worked on an employee's non-scheduled day(s), the shift premium that applies for all continuous hours worked will be determined by the employee's start time, as per Clause 13.02. The overtime rate will be as defined in Clause 13.04.

14.03 A premium of sixty-four cents (\$0.64) per hour shall be paid for all time worked underground.

Effective April 1, 2010, the underground premium will be increased to sixty-six cents (\$0.66) per hour.

Effective April 1, 2011, the underground premium will be increased to sixty-eight cents (\$0.68) per hour.

14.04 a) SATURDAY & SUNDAY PREMIUMS

10.5 Hour Shift Schedule:

Employees who work Saturday as part of their regular scheduled work week will be paid a premium of seven dollars and fifty cents (\$7.50) per hour for all hours worked on Saturday Shifts.

Employees who work Sunday as part of their regular scheduled work week will be paid a premium of one (1) times their regular straight time rate and one (1) times their 10.5 hour blended rate per hour for all hours worked on Sunday Shifts.

b) SATURDAY & SUNDAY PREMIUMS

5 Crew Shift Schedule:

Employees who work Saturday as part of their regular scheduled work week will be paid a premium of seven dollars and fifty cents (\$7.50) per hour for all hours worked on Saturday Shifts.

Employees who work Sunday as part of their regular scheduled work week will be paid a premium of two (2) times their classified weekend rate per hour for all hours worked on Sunday Shifts.

- 14.05 The calculation of overtime or holiday rates shall not be applied to shift, underground, Saturday premium or Sunday premium.
- 14.06 An employee who is temporarily on a transfer, shall receive the rate of the new job or the rate of his regular job, whichever is higher.
- 14.07 Whenever a new job is established or there is a substantial change in the duties of an existing job, the Company will meet with the Union negotiating committee to

negotiate a rate for the new or changed job. This meeting will take place at the earliest practical date. The new rate shall be based on the job classifications and rates contained in Schedule A. If necessary, the Company will establish an interim rate to be used until agreement is reached on a final rate. In the event the parties cannot reach agreement on a final rate, the matter shall be referred to arbitration in accordance with Article 10. It is understood and agreed that each party shall submit its final best offer and the arbitrator shall be limited to choosing one or the other of these offers. If the final rate is greater than the interim rate, a retroactive adjustment shall be made.

- 14.08 a) All employees working in No.1 or No.3 shaft below the collar or those greasing, inspecting and repairing from the collar to the sheave wheels, shall be paid a shaft premium of thirty-nine cents (\$0.39) per hour. The shaft premium of thirty-nine cents (\$0.39) will also be paid to the crews engaged on the lowering of major equipment from the centre sheave wheel including slinging

equipment or material from or below the skips. -

- b) All employees working in No.2 shaft below the collar and those greasing, inspecting or repairing up to but not including the first (1st) landing above the collar shall be paid a shaft premium of thirty-nine cents (\$0.39) per hour.
- c) Effective April 1, 2010, the shaft premium in a) & b) above will be increased to forty cents (\$0.40) per hour.

Effective April 1, 2011, the shaft premium in a) & b) above will be increased to forty-one cents (\$0.41) per hour. (Changed to be consistent with 14.03)

- d) With the exception of Shaft Grouting Relief, all employees performing “Shaftman” duties and/or the crews engaged in mucking the shaft sump shall be paid a shaft premium of two-dollars (\$ 2.00) per hour.

e) It is understood and agreed that any employee performing any work specified in Clause 14.08 (a), (b) & (d) above will additionally be paid no less than a minimum straight time classified rate of “Shaftman” for all such hours of work performed.

14.09 All underground employees will be paid fifteen (15) minutes collar to collar premium when working full shift. (five (5) min. previous to “collar in” for marshalling, ten (10) min. after “collar out” for wash up)

Employees who remain at work in excess of their scheduled regular or overtime shift underground or who work underground during a shift and are subsequently required to be on surface will not lose the fifteen (15) minute collar to collar premium. Any underground employee who leaves work early will forfeit the ten (10) minute collar out premium and will be paid according to the punch clock.

Underground and any applicable shift, Saturday or Sunday premium will be added to the collar to collar premium and will not be considered as pyramiding.

- 14.10 Employees in the Maintenance Department holding an Interprovincial Certificate will receive a premium of twelve cents (\$0.12) per hour. The premium shall not be paid until the appropriate Interprovincial Certificate is presented, and shall not be paid retroactive.
- 14.11 Employees operating the ship loader or the remote rail shack will receive a premium of forty cents (\$0.40) per hour.
- 14.12 During October through March, the posted Shipper or during exceptionally heavy truck days, the employee assigned to the remote ticketing shack, will receive a premium of forty cents (\$0.40) per hour to perform dispatching duties.

ARTICLE 15
MINE HOLIDAYS

- 15.01 a) For the purposes of this Agreement, the following days shall be recognized as mine holidays. Mine holidays will be observed on the day officially decreed unless the parties mutually agree otherwise.

New Year's Day	Civic Holiday
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- b) After April 01, 2009, in the event that the Provincial or Federal government proclaims an additional paid holiday to the Employment Standards Act, such holiday will be added to this Article.
- c) All employees who have completed their probationary period shall be entitled to an additional eight (8) hours pay at Christmas at their straight time classified rate.

- d) An employee who works on Christmas Day or New Year's Day will be entitled to an additional "floating" holiday with pay, exclusive of any floating paid holiday as set out in Clause 15.02 (b) and (c) as follows:
 - i) Posted eight (8) hour and 5 crew employee's entitled to eight (8) hours pay at their scheduled straight time rate.
 - ii) Posted 10.5 hour employee's entitled to 10.5 hours pay at their 10.5 hour blended rate of pay.
- e) Work requirements on a mine holiday shall be scheduled in the same manner as overtime and will be offered on a voluntary basis.

The work will be offered to the employees on the applicable day and shift listed within the "Overtime Requirements List"

Employees who wish to work, will express their interest by signing the correlating day or shift within the “Overtime Sign Up List”

The work will be distributed to the eligible qualified active employees with the lowest number of accumulated mine holiday worked hours as tabulated on the employee’s overtime roster.

All hours worked on mine holidays will be charged against the employee’s applicable mine holiday column on the overtime roster in accordance with Clause 13.10.

- f) Employees are to inform any General Foreman of errors on Statutory/Mine Holiday work that were posted on the “Employees Required to Work List”. Concerns will be acted on as soon as possible.
- i) If there is time for the error to

be corrected, the employee's name shall be added to the applicable "Employees Required to Work List".

- ii) In the event that an employee reports an error on the "Employees Required to Work List" and there is time to correct the error and, subsequently the error is not corrected, the employee(s) affected will be compensated for all lost wages including premiums.
- iii) In the event of all other improper allocation of Statutory/Mine Holiday work issues, the affected employee(s) will be compensated in the following manner:
 - They will receive pay for half the number of working hours lost for each holiday shift lost at one and one-half (1 ½) times the employee's

applicable classified rate
and;

- The total number of working hours lost for each shift will be subtracted from the employee's applicable Statutory/Mine Holiday roster hours and;
 - The employee will be entitled to a special lieu day without pay which day shall expire one (1) year from the anniversary date of the applicable Statutory/Mine Holiday.
- iv) If another employee is subsequently removed from the "Employees Required to Work List", he shall be entitled to compensation equal to four (4) hours pay at his regular straight time rate for each shift removed from.

- 15.02 a) An employee shall be entitled to holiday pay for the above holidays as set out in Clause 15.01 (a) as follows: -
- i) Posted eight (8) hour employee's entitled to eight (8) hours holiday pay at their scheduled straight time rate.
 - ii) Posted 10.5 hour employee's entitled to 10.5 hours holiday pay at their 10.5 hour blended rate of pay.
 - iii) Posted 5 crew employee's who are regularly scheduled to their eight (8) hour work shifts entitled to eight (8) hours holiday pay at their scheduled straight time rate, and;
 - iv) Posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday work shifts and a holiday occurs on either of these days, the employee will

be entitled to:

- twelve (12) hours holiday pay at his classified weekend rate for each holiday the employee works.
- be paid his applicable Saturday and/or Sunday classified weekend rate and premium equivalent to his regular scheduled earnings for each holiday the employee does not work.

An employee shall not be entitled to be so paid:

- If he does not work on a holiday when he has been scheduled to do so; however, an employee shall be paid for such holiday if he has a legitimate reason for being absent from work on the holiday and notifies the Company prior to the start

of his shift on such holiday, or prior to the holiday has received the approval of his supervisor for such absence.

- If he is absent without leave on his regularly scheduled working day immediately preceding or his regularly scheduled working day immediately succeeding a holiday, unless he works on the holiday.
- b) An employee who works on shifts #1, #2 or #3, on any of the holidays as set out in Clause 15.01 (a), shall be paid holiday premium pay for all such hours worked at two (2) times the applicable straight time rate for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on exclusive of such holiday pay to which he may be entitled to as set out in Clause 15.02 (a) above, and;

Posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday afternoon work shifts shall be paid holiday premium pay for all such hours worked at two (2) times their applicable classified weekend rate for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on, exclusive of such holiday pay to which he may be entitled to as set out in Clause 15.02 (a) above.

An employee who works on a mine holiday as set out in Clause 15.01 (a) may choose to receive an additional days pay as set out in Clause 15.02 (a) and receive a lieu day or receive a deferred equivalent paid floating holiday.

- c) Should any of the holidays as set out in Clause 15.01 (a) fall within an employee's vacation period or during an employee's scheduled day(s) of rest, the employee may

choose to receive his applicable holiday pay as set out in Clause 15.02 (a) and receive a lieu day or receive a deferred equivalent paid floating holiday.

15.03 a) Employees who are regularly scheduled to work the # 3 Shift or Afternoon Shift immediately preceding Christmas or New Years Day or both shall not be required to report for work and shall be paid as follows:

- i) Posted eight (8) hour employee's entitled to eight (8) hours pay at their scheduled straight time rate.
- ii) Posted 10.5 hour employee's entitled to 10.5 hours pay at their 10.5 hour blended rate of pay.
- iii) Posted 5 crew employee's who are regularly scheduled to their eight (8) hour # 3 shift entitled to eight (8) hours pay at their

scheduled straight time rate,
and;

- iv) Posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday afternoon work shifts entitled to be paid his applicable Saturday and/or Sunday classified weekend rate and premium equivalent to his regular scheduled earnings for these shifts.

A regular schedule will be deemed to be the longest shift schedule worked during the previous eight (8) week cycle.

- b) Employees shall not be prohibited from volunteering to work overtime on these # 3 shifts and afternoon shifts if the Company schedules work, and shall be paid the rate of double time for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on,

at the applicable straight time rate exclusive of such pay as set out in Clause 15.03 (a) above, and; posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday afternoon work shifts entitled to be paid the rate of double time at his classified weekend rate for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on, exclusive of such pay as set out in Clause 15.03 (a) above.

- c) Regularly scheduled eight (8) hour employees and 5 crew employees who are regularly scheduled to work these # 3 Shifts or Afternoon Shifts immediately preceding Christmas or New Years Day or both who are on vacation or a scheduled day of rest as deemed in Clause 15.03 (a) shall be paid at their scheduled wage rate at straight time for eight (8) hours, and; regularly scheduled 10.5 hour employee's entitled to 10.5 hours pay at their 10.5 hour

blended rate of pay.

- 15.04 a) All regular employees shall be entitled to two (2) general “floating” holidays per year with pay as follows: -
- i) Posted eight (8) hour employee’s entitled to eight (8) hours pay at their scheduled straight time rate.
 - ii) Posted 10.5 hour employee’s entitled to 10.5 hours pay at their 10.5 hour blended rate of pay.
 - iii) Posted 5 crew employee’s entitled to one (1) general eight (8) hour floater paid at their scheduled straight time rate and, one (1) general twelve (12) hour floater paid at their classified weekend rate. The general twelve (12) hour floater may be utilized to cover absence from a regular scheduled eight (8) hour shift,

in which case the employee will be entitled to eight (8) hours pay at the employee's straight time rate.

Employees may schedule general "floating" holidays, deferred mine holiday floaters, and lieu days on reasonable notice on a day of the employee's choice, provided the total number of employees absent for vacation and holiday in the employee's work group does not exceed the vacation allotment for that work group plus one (1).

- b) An employee who has completed his first six (6) months of service with the Company shall be entitled to one (1) general "floating" holiday.

Upon completion of his second (2nd) six (6) months of service he shall be entitled to a second (2nd) general "floating" holiday.

No employee will be entitled to more than the maximum floating

holiday allowance in any calendar year, except as stipulated in Article 15.

- c) Outstanding general “floating” holidays not scheduled by an employee by November 15th of each calendar year shall be assigned by the Company. Floating holidays earned during Christmas Day and Boxing Day will be scheduled by November 15th of the following calendar year or the Company shall assign any outstanding floating holidays.
- d) Deferred mine holiday floaters not scheduled and utilized by the first anniversary date following the applicable mine holiday will be paid out to the employee on the applicable pay period.
- e) Lieu days not scheduled and utilized by the first anniversary date following the applicable mine holiday will be considered as forfeited by the employee.

- 15.05 When an employee is drawing Weekly Indemnity or Workers' Compensation and a Mine Holiday occurs during that period, he shall be paid the difference between his holiday pay entitlement as set out in Clause 15.02 (a) and Weekly Indemnity or Workers' Compensation as long as he is receiving Weekly Indemnity or Workers' Compensation.

ARTICLE 16
VACATION WITH PAY

- 16.01 The vacation year shall be April 1st to March 31st and the vacation week commences with Monday's #1 Shift and consists of seven (7) consecutive days.
- 16.02 All employees who have completed less than one (1) year of continuous service with the Company in any year, shall be entitled to vacation pay equal to four percent (4%) of earnings during the vacation year in which the vacation credit is earned.
- 16.03 Employees who have completed the following years of service in any calendar

year will be entitled to the following weeks of vacation with pay based on the following percentages of the employee's previous year's earnings:

Years of Service	Weeks of Vacation	% of pay
1	2	4
5	3	6
10	4	8
17	5	10
25	6	12

- 16.04 a) Vacations shall be taken within a vacation year, which runs from April 1st to March 31st, at times scheduled by the Company, to cause the least disturbance to the efficient operation of the Mine. So far as practical, preference will be given to the applications for allotment of vacation time on the basis of seniority. The employees shall indicate their preference no later than March 1st of each vacation year.

- b) Employees will not be permitted to work while on vacation unless approved by the parties.
- c) Employees will not be required to schedule vacations during a shutdown or layoff.
- d) A retiring employee may schedule the final year's vacation entitlement immediately following the employee's retirement date provided such vacation entitlement does not exceed the number of weeks remaining in the calendar year.
- e) All regular employees with three (3) weeks of vacation shall be entitled to schedule one (1) week of vacation as single days per year and, employees with four (4) weeks or more vacation shall be entitled to schedule two (2) weeks of vacation as single days per year.

Single vacation day entitlement and payment for each single vacation

day shall be as follows:

- i) Posted eight (8) hour employee's and posted 5 Crew employees entitled to five (5) single vacation days per vacation week with pay based on one-fifth of two percent (2%) of the employee's previous year's earnings.

- ii) Posted 10.5 hour employee's entitled to four (4) single vacation days per vacation week with pay based on one-fourth of two percent (2%) of the employee's previous year's earnings.

Employees may schedule single vacation days on reasonable notice on a day of the employee's choice, provided the total number of employees absent for vacation, floaters, and lieu days in the employee's work group does not exceed the vacation allotment for that work group plus one (1).

With the exception of regular scheduled 10.5 hour employees, single vacation days may not be utilized to cover an employee's absence from all regular scheduled work shifts in any given work week of Monday through Sunday.

Working overtime is prohibited during any applicable work week when single vacation days are utilized to cover an employee's absence from all regular scheduled 10.5 hour work shifts in any given work week of Monday through Sunday.

- 16.05 Pay for regular vacation entitlement due on termination of employment shall be calculated in accordance with the applicable provision of Article 16 and shall be based on the employee's earnings during the vacation year in which employment is terminated. If necessary, vacation pay shall be adjusted to avoid any duplicate payment.

- 16.06 If an employee is absent from work

under the Weekly Indemnity Plan, Workers' Safety and Insurance Board Plan, or LTD during the year in which his vacation credit is earned, any payment received by him in the 1st year of absence while under the Weekly Indemnity Plan, the Workers' Safety and Insurance Board Plan, or LTD shall be deemed to be part of his earnings for the purpose only of determining vacation pay in the qualifying year.

If an employee is absent from work under the Workers' Safety and Insurance Board Plan or LTD during a 2nd or subsequent year(s) in which his vacation credit is earned and has not worked at least twenty-five (25%) of the scheduled hours during that qualifying year(s), any payment received by him from the Workers' Safety and Insurance Board Plan or LTD shall not be deemed to be part of his earnings for the purpose of determining vacation pay in the qualifying year. -

- 16.07 Employees affected by Clause 16.06 may not be required to take their full vacation

entitlement, however the employee must take the minimum time off that corresponds to the vacation pay that he has earned rounded up to the nearest week or two (2) weeks vacation time whichever is greater, provided there is an adequate number of weeks remaining in the vacation year. In the event of there not being an adequate number of weeks remaining in the vacation year upon an employee's return to work, the employee shall be paid out his remaining vacation pay.

- 16.08 An employee who is eligible for LTD, or an employee who will be absent on W.S.I.B. for a prolonged and indefinite period, will not be required to schedule vacation prior to receiving either benefit payment. In the event of there not being an adequate number of weeks remaining in the vacation year upon an employee's return to work, the employee shall be paid out his remaining vacation pay. -

ARTICLE 17
OCCUPATIONAL HEALTH AND SAFETY

17.01 It is the intention of the parties hereto that no employee shall be required to work under conditions which are unsafe or unhealthy, therefore:

- a) The parties agree to endorse and comply with the current Occupational Health and Safety Act, together with any other applicable Health and Safety Legislation and including the respective Regulations thereto; however, the terms of Legislation and Regulations are governed by law and are not subject to the grievance and arbitration procedures of the Collective Agreement.

- b) Any references to Legislation herein expressed shall mean Legislation by and of the Government of the Province of Ontario or the Dominion of Canada as applied at present or as may be revised.

- 17.02 a) The Company recognizes its responsibility to provide a safe and healthy working environment for all persons who are affected by the provisions of the Collective Agreement.
- b) The Company shall make all necessary and reasonable provisions for the safety and health of its employees during the hours of their employment and shall provide protective equipment and other safety devices in accordance with the foregoing legislation, its present practices and as may be deemed appropriate through consultation by the parties hereto.
- 17.03 a) The parties mutually recognize their obligation to work cooperatively in the development and maintenance of safe and healthy working conditions.
- b) The parties further agree to make all reasonable efforts to improve and promote safe and healthy

conditions and to encourage employees to observe and comply with all Mine and Legislative Safety Regulations.

17.04 The functions, powers and terms of reference of the Joint Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act, and Regulations for Mines and Mining Plants or as additionally provided hereunder which shall minimally include:

- a) the Committee shall make inspections once a month of the mine site.
- b) the Committee shall be provided with all Workers' Safety and Insurance Board reports, accident and occupational illness reports, other than minor injury reports, near miss reports, incident reports, work refusal reports, and any environmental health and safety studies relating to the mining and salt industry of which the Company, the Committee or the Union are

aware and deem to be relevant for the review, consideration and appropriate action by the Committee. The foregoing shall include threshold limit values and appropriate precautions as are available from the Ontario Ministry of Labour.

- c) the Committee shall meet once a month to review and make appropriate recommendations regarding:
- inspection by the Committee or other authoritative bodies, and any actions on recommendations or directions therefrom;
 - procedures and/or work practices;
 - all accidents or near misses;
 - any health and safety studies and/or reports relevant to the mining industry, or;

- such other matters as may be referred by the Company, the Union, or as may be decided by the Committee.

The Committee shall consider all such matters including items of previous minutes and action thereon and forthwith make recommendations to the Company.

- d) the Committee will be Co-Chaired by the Company and the Union.
- e) the Committee shall cause to have minutes of each meeting promptly posted and distributed to all members and the parties hereto. Any differences as to the completeness or accuracy of the minutes shall be included in the subsequent minutes.
- f) the Committee members shall be provided adequate prior notice of the time and place of each meeting and shall minimally be remunerated pursuant to the applicable legislation.

- 17.05 A designated Union member of the Joint Health and Safety Committee shall inspect the place where an accident has occurred resulting in a fatality or an employee being critically injured. Union members of the Joint Health and Safety Committee shall investigate accidents involving fatalities and disabling injuries having potential for extended loss of time by an employee.
- 17.06 The Company shall conduct periodic on site air sampling, noise testing, hearing loss testing programs by qualified personnel with recognized Government approved equipment. The results of the testing and sampling will be made available to the Joint Health and Safety Committee.
- 17.07 The Company agrees to provide a safety education program including indoctrination and training program for new employees.
- 17.08 Joint Health and Safety Committee members who are bargaining unit employees will not act as witnesses

in instances of discipline or discharge related to safety violations.

- 17.09 The Company agrees to continue to implement engineering methods for the establishment and maintenance of a healthy and safe environment.
- 17.10 Letters of Understanding regarding safe practices and procedures outlining minimum standards for safety and health at the mine site are attached hereto. It is understood that these letters may be amended or other Letters added by agreement of the parties.
- 17.11 Employees shall not be required by the Company to work underground during periods of power failure, when there is no voice communication at all between underground and surface or when all hoists are inoperative.
- 17.12 Employees will be reimbursed for the cost of replacing worn or damaged boots, up to a maximum of two hundred dollars (\$200.00) per pair. The new boots must meet the currently specified level of

protection. The receipt, authorized by the employee's supervisor and the old boots must be handed into the surface stores for disposal.

New employees must have boots which meet the currently specified level of protection.

In addition, the Company will provide for personal winter footwear at no cost to employees working out of doors during the winter months.

17.13 The Company will provide an employee who requires prescription safety glasses with a maximum of one (1) pair per year. The Company will pay fifty percent (50%) of the cost should damage necessitate a second pair within the same year.

17.14 The Company will provide and pay for the rental and cleaning of personal coverall services as follows:

- two (2) changes per week (5 coveralls) for all employees.

- personal lined coveralls for posted employees working out of doors during the winter months.
- extra changes of coveralls shall be provided in stores.

Upon an employee's request he shall be granted reasonable additional changes in coveralls.

- 17.15 The Company will ensure that shared personal protective equipment will be maintained in a clean and sanitary condition.
- 17.16 In addition to other injury reports, an employee who is injured while at work shall fill out a first aid slip. The employee's supervisor will sign this report and the employee will receive a copy

ARTICLE 18

GENERAL

- 18.01 The Company agrees to provide a board for the posting of Union notices. Such

notices shall be for the purpose of conveying information only, must be signed by a Union official and approved by the Company.

18.02 In the event of the death of a family member, an employee will be granted a paid leave of absence which will include being paid for any absence from: Scheduled working shifts, scheduled overtime shifts, Stat/Mine Holidays and all premiums that the employee would have earned if he had worked on or after the date of death, up to and including the date of the funeral, or three (3) days following the funeral if distant from Goderich, which shall be compensated as follows:

- up to four (4) shifts for the death of an employee's spouse, child, stepchild, parent, stepparent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent of spouse, grandchild or grandchild of spouse.

- in the event of a winter death and spring burial, one (1) of the shifts may be taken at the time of the burial.
- up to four (4) shifts for a funeral which is too distant for the employee to practically attend.
- up to four (4) shifts when no wake or funeral services are held.

Note: Any floaters, lieu days, or single vacation days previously scheduled that fall during this paid leave of absence will be rescheduled by the employee.

Should the bereavement occur during an employee's vacation period, the vacation period will be extended by the appropriate number of shifts.

18.03 JURY, WITNESS DUTY, or PUBLIC INSPECTION PANEL

The Company will make up the

difference between the regular day's pay and the fee received by any employee who is required to perform Jury Duty, serve on a Public Inspection Panel, or who is subpoenaed to give evidence for the Crown or for a Coroner. An employee will not be required to report for work on any shift, on the day(s) of the Jury, Public Inspection Panel or Witness Duty.

The Company may require the employee to furnish a certificate of service signed by the Clerk of the Court, or the Coroner, before making any payment under this Clause.

18.04 LEADHANDS

If interest between the parties is expressed to utilize leadhands during the term of the Collective Agreement, the Company and Union shall formally meet to develop appropriate terms and conditions mutually agreeable to both the Company and the Union.

18.05 All references to days in this Agreement

shall mean working days, unless otherwise stipulated.

- 18.06 In all cases of interpretation or arbitration of the terms of this Agreement, the text of the original signed copies shall govern.
- 18.07 The use of the masculine gender in this Agreement includes the feminine.
- 18.08 The Company agrees to replace personal hand tools owned by employees in the Maintenance Department if the tool is lost or damaged while the employee is working on the Company's vehicles and equipment.

The Company agrees to provide any specialized tools or equipment required to perform their duties.

- 18.09 The Company will pay for renewal of any trade tickets (including MTCU Crane Operator ticket) used in the performance of the employee's work, up to a maximum of one hundred and eighty dollars (\$180) over the life of the Agreement. Any eligible ticket renewed

on or after April 01, 2006 will qualify for reimbursement.

- 18.10 The Company will provide enough copies of the Collective Agreement to the Local Union for distribution to Local 16-O Bargaining Unit employees. The Company will also supply enough copies for the Union to distribute to New Bargaining Unit employees of C.E.P. Local 16-O.

ARTICLE 19 GROUP INSURANCE

- 19.01 The Company shall provide the Group Benefit Plans outlined below during the term of this Agreement. The coverage provided under the Plans may not be modified in any way without the written consent of the Union.

a) **ELIGIBILITY**

All active, full-time employees are eligible to participate in the Group Benefit Plans. The effective date of coverage is dependant upon the individual benefit. All Group

Benefits Plans are administered in accordance with the terms and conditions of the respective Plan Documents.

b) WEEKLY INDEMNITY

Weekly Indemnity (WI) benefits provide a portion of an employee's wages during periods of disability. WI shall be paid at sixty-six and two thirds percent ($66 \frac{2}{3}\%$) of an employee's classified (Schedule "A") straight time rate multiplied by forty (40) hours, with compulsory participation and integrated with government plans. WI becomes payable upon any of the following:

- i) the first (1st) day due to non-occupational accident;
- ii) the first (1st) day due to hospitalization;
- iii) the first (1st) day due to out-patient hospital care which involves a hospital stay of at

least four (4) hours; or after the third (3rd) day due to illness.

- iv) In the event that the period of disability resulting from the illness exceeds fourteen (14) calendar days, WI will be payable from the first day of absence.

WI is payable for a maximum of thirty-two (32) weeks. Employees should refer to the plan booklet for exceptions and limitations.

WI is payable up until an employee reaches seventy (70) years of age.

c) LIFE INSURANCE

Coverage is three (3) times the employee's straight time classified Schedule "A" rate multiplied by two thousand and eighty (2080) and adjusted to the nearest one hundred dollars (\$100.00). Employees should refer to the plan booklet for details.

Coverage is reduced to one and one-half (1½) times the employee's straight time classified Schedule "A" rate multiplied by two thousand and eighty (2080) and adjusted to the nearest one hundred dollars (\$100.00) when an employee reaches sixty-five (65) years of age. Employees should refer to the plan booklet for details.

Coverage is reduced to twenty thousand dollars (\$20,000.00) when an employee reaches seventy (70) years of age.

d) ACCIDENTAL DEATH AND
DISMEMBERMENT

Coverage is three (3) times the employee's straight time classified Schedule "A" rate multiplied by two thousand and eighty (2080) and adjusted to the nearest one hundred dollars (\$100.00). Employees should refer to the plan booklet for details.

Coverage is reduced to one and one-half (1½) times the employee's straight time classified Schedule "A" rate multiplied by two thousand and eighty (2080) and adjusted to the nearest one hundred dollars (\$100.00) when an employee reaches sixty-five (65) years of age. Employees should refer to the plan booklet for details.

Coverage is reduced to twenty thousand dollars (\$20,000.00) when an employee reaches seventy (70) years of age.

e) RETIREE LIFE INSURANCE

Life and AD&D insurance in the amount of twenty thousand dollars (\$20,000.00) will be provided to employees who retire on or after age fifty-five (55) with at least five (5) years of service.

f) MAJOR MEDICAL

The Major Medical benefit is designed to complement the

Provincial Health Plan. Should the Provincial Plan change to include any of the expenses currently eligible under this plan, the Sifto Canada Plan will automatically adjust accordingly.

The benefit pays a percentage of all eligible expenses, including skilled nursing care and outpatient care, recommended as necessary by a physician which are reasonable and customary in the area in which the expenses are incurred and which are in excess of any other benefits payable under this plan and in excess of the deductible.

- i) The deductible is the amount of eligible expenses each calendar year which must be paid in full by the employee before any benefits are payable. The deductible is twenty-five dollars (\$25.00) for those insured for employee only coverage; or fifty dollars (\$50.00) for those insured

for employee and dependent coverage.

Eligible expenses incurred in the last three (3) months of the calendar year which are not sufficient to be applied against the deductible for that year will also be applied against the deductible for the next year.

- ii) The appropriate portion of the following expenses will be paid, provided the expenses charged are reasonable and medically necessary:

Prescription Drugs at one hundred percent (100%) after co-pay as provided by the Prescription Card system described in the plan booklet

Mental and Nervous Disorders payable at eighty percent (80%)

General and Medical Expenses

payable at eighty percent (80%). This benefit provides eighty percent (80%) coverage for initial placement of insulin pumps and, eighty percent (80%) coverage for insulin pump replacements every twenty-four (24) months.

The Major Ontario Medical benefit shall provide coverage for emergency treatment outside Ontario. The plan will reimburse emergency treatment costs according to reasonable and customary fees for the area in which they were incurred as follows:

- 1) in excess of the benefits provided by the provincial hospital insurance program and under the basic hospital benefit, for a maximum of thirty-one (31) days per period of disability,

- 2) for the professional services of a physician over and above the amounts recognized by OHIP.

This coverage is subject to any and all other plan provisions (eg. deductible).

Employees should refer to the plan booklet for details regarding all group benefits.

g) HOSPITAL COVERAGE

Full semi-private hospital coverage will be provided as part of the Group Insurance Plan. If a semi-private room is not available, private room hospital coverage will be provided if available until a semi-private room becomes available. Private room hospital coverage will be provided for thirty (30) days for those deemed terminally ill.

h) LONG TERM DISABILITY

The Long Term Disability Plan (LTD) shall be administered in accordance with the terms of the Plan Document and shall contain the following governing provisions:

- i) Eligibility - LTD shall be compulsory for all full-time regular employees who are participants in and who are covered by WI benefits under the Group Benefit Plans.

An employee that reaches sixty-five (65) years of age who continues to remain actively employed will not be eligible for Long Term Disability coverage.

- ii) Qualifying Period-“Qualifying Period” means thirty-two (32) consecutive and cumulative weeks of WI Benefits for the same disability.

- iii) Definition of Disability - “Disability” shall mean a covered employee who has received thirty-two (32) weeks of benefits under the weekly indemnity plan and who, for an additional period of up to thirty-six (36) months, is unable, because of non-occupational disease or accidental bodily injury, to perform any and every duty of any occupation in the Mine for which he is reasonably fitted by education, training or experience and thereafter is unable to perform any and every duty of any occupation in the Goderich area for which he is reasonably fitted by education, training or experience.

- iv) Amount of Benefits - All employees who are actively at work on the effective date of the plan or any amendments thereto shall be provided with LTD benefits equal to

fifty percent (50%) of regular straight time Schedule "A" hourly rate multiplied by two thousand and eighty (2080) and divided by twelve (12) up to a maximum monthly payment of three thousand and five hundred dollars (\$3,500.00).

The amount of benefits shall be reduced by any primary payments made under any Government disability plan, Workers' Safety and Insurance plan, or any other non-private disability income plans, such that disability benefits from all sources shall not exceed eighty-five percent (85%) of an employee's regular straight time Schedule "A" hourly rate.

The amount of benefit shall not be reduced by Disability Pension payments under War Veterans' or Workers' Safety and Insurance Act if the

disability is unrelated.

Employees should refer to the plan booklet for exclusions and other details.

v) Duration of Benefits To Be The Earlier Of:

- 1) a benefit period equal to months of service;
- 2) age sixty-five (65);
- 3) date of retirement;
- 4) three(3) months following date of death; or
- 5) the date the employee ceases to be disabled in accordance with the definition of disability above.

vi) Group Insurance and Pension Plan benefits while receiving LTD

- 1) Pension Entitlement - Employees on LTD will continue to receive the employer contributions as per the terms and conditions of the Pension Plan.
- 2) Disability pension payments will only become payable as per the terms and conditions of the Pension Plan.
- 3) Company Paid Life Insurance - Coverage will be maintained on a waiver of premium basis. Instalment life benefits will be paid if an employee under age sixty-five (65) continues to be totally disabled and he no longer has benefit entitlement under the WI and LTD Plans.

- 4) Group Accidental Death and Dismemberment - Coverage will be maintained on a waiver of premium basis.
- 5) Major Medical and Dental - Coverage will be maintained in accordance with the conditions applying under the Plan Document.
- 6) An employee on LTD shall not accumulate credit for vacation or holidays.
- 7) An employee who returns to work after being on LTD shall be credited with accumulated service.

i) DENTAL PLAN

The Company shall provide a dental plan with participation compulsory for all employees covered by the

bargaining unit on the following basis:

- i) Eligible Expenses
Eligible Expenses under this plan include expenses for dental treatment (including emergency treatment) recommended as necessary by a physician or dentist which are not in excess of the minimum fee specified in the Dental Fee Schedule for the Province of Ontario for the year prior to the year in which service is rendered.

- ii) Module I Basic Coverage
The plan provides employees and their eligible dependants with reimbursement of ninety percent (90%) of the cost of the following expenses: one (1) diagnostic preventive therapy check-up every six (6) months for each covered person, oral surgery, minor

restorative dentistry, repairs of an existing appliance, endodontics and periodontics. Employees should refer to the plan booklet for details.

- iii) **Module II Major Restorative**
The Company will provide a Module II Dental Plan which provides employees and their eligible dependants with reimbursement of eighty percent (80%) of the cost of the following expenses: crowns and inlays, replacement or creation of an appliance and services of a licensed Denturist. Employees should refer to the plan booklet for details.

- iv) **Module III Orthodontics**
The Company will provide a Module III Dental Plan which provides employees and their eligible dependants with reimbursement of fifty percent (50%) of their cost of orthodontic

treatment, vertical dimension correction, correction of temporomandibular joint dysfunction, or full mouth reconstruction, subject to a two thousand and four hundred dollar (\$2,400.00) lifetime maximum per covered dependant. Employees should refer to the plan booklet for details.

- v) Administration
These plans will be administered in accordance with the terms and conditions of the Plan Document: the decision as to the choice of administrative vehicle will be made by the Company.

- vi) Effective date of coverage
Eligibility for these benefits shall apply only to those employees who are active at work on the effective date of the plan. If an employee is not actively at work on the

effective date of this plan or any amendment thereof, coverage will commence upon return to full-time work. New employees become eligible for coverage after completion of the Probationary Period described in Clause 6.01.

vii) Integration with other Plans

If an employee is insured simultaneously under any other plan which provides benefits similar to those provided under this plan, payment of benefits for that employee or his eligible dependants under this plan will be determined by the coordination of benefits provision. The payments from all sources will not exceed the total of actual expenses incurred.

viii) Integration with Government Plans

The plan will not provide like benefits where such are

currently being provided by Provincial or Federal legislation. If during the life of this Agreement Provincial or Federal Governments shall introduce legislation to provide benefits already covered by the plan, the plan shall be amended so as to eliminate said benefits. Any resulting premium savings shall accrue to the Company and employees in accordance with the cost sharing in effect.

j) FAMILY EYEGLASS PLAN

The Company shall provide a family eyeglass plan. The plan will provide a maximum benefit of three hundred and fifty dollars (\$350.00) every twenty-four (24) months for employees and eligible dependants. This benefit will cover the cost of frames, lenses, fitting of prescription glasses, and contact lenses. The plan will also provide eighty-five dollars (\$85.00) every twenty-four (24) months towards

the cost of eye examinations.

k) COST SHARING FOR PREMIUMS

The Company shall contribute one hundred percent (100%) of the premium cost of these benefits except as follows:

i) Module II, Dental Plan premiums will be fifty percent (50%) paid by participating employees.

ii) as provided in 19.01 (m) and (n).

l) EFFECTIVE DATE OF COVERAGE AND E.I. REBATE

Changes in the group insurance plan will take place only for those employees who are actively at work as of the effective date, who would otherwise qualify and for employees off work who otherwise qualify, as of their first full day of active employment thereafter.

In view of the improvement in Weekly Indemnity, Life Insurance, and the introduction of the Major Medical Plan and the increased premium costs to be paid by the Company, the employee's share of the premium reduction (5/12 portion) of the Employment Insurance Premium for the effective date under the Employment Insurance Act from the effective date of implementation shall be retained by the Company.

m) CONTINUATION OF BENEFITS
FOR LAY-OFF

Employees who have completed the Probationary Period described in Clause 6.01 shall have Life Insurance, Accidental Death and Dismemberment, Major Medical, Semi-private hospitalization, and Dental benefits continued on the cost sharing as provided above until the first of the month following ninety (90) days of lay-off. Thereafter, the employee may

maintain benefits as listed herein for the balance of the first six (6) months of lay-off by paying the full cost of the premiums.

n) **CONTINUATION OF BENEFITS FOR EARLY RETIREES AND DEPENDANT SPOUSES.**

The Company agrees to pay fifty percent (50%) of the cost of Major Medical, Hospital Coverage, Dental (Modules I & III) and Vision Care premiums for employees who retire between the ages of fifty-five (55) and sixty-four (64) and their dependant spouse and eligible dependants as described in the Sifto Canada Corp group plan until the employee turns age sixty-five (65).

Employees who retire between the ages of fifty-five (55) and sixty-four (64) may elect to voluntarily apply for Dental Module II coverage by paying one-hundred percent (100%) of the cost of the coverage premiums.

If such an employee reaches age sixty-five (65), the Company agrees to pay fifty percent (50%) of the premiums for Major Medical, Hospital Coverage, Dental (Modules I & III) and Vision Care for their dependent spouse and eligible dependants.

Optional Dental Module II voluntary coverage may be obtained for the retired employee's dependent spouse and eligible dependants by paying one-hundred percent (100%) of the cost of the coverage premiums.

These benefits will cease the earlier of sixty (60) months or until the last day of the month in which the spouse reaches the age of sixty-five (65).

The Company agrees to pay fifty percent (50%) of the premiums for Major Medical, Hospital Coverage, Dental (Modules I & III) and Vision Care coverage for the dependent

surviving spouse and eligible dependants of a deceased retiree.

Surviving dependants may elect to voluntarily apply for Dental Module II coverage by paying one-hundred percent (100%) of the cost of the coverage premiums.

These benefits will cease if the spouse qualifies for coverage through another plan, or the earlier of sixty (60) months or until the last day of the month in which the spouse reaches the age of sixty-five (65).

o) CONTINUATION OF BENEFITS FOR DEATH

The Company shall continue to provide Major Medical coverage to dependants of deceased employees until the earlier of:

- i) six (6) months following the first of the month after the employee's death; or

ii) the last day of the month during which the employee's spouse reaches age sixty-five (65).

p) SUPPLEMENTARY MEDICAL BENEFITS

The Company will pay for a portion of the following Supplementary Medical Benefits, provided the expenses charged are reasonable and medically necessary as recommended or prescribed by the attending Physician.

i) HEARING AIDS

The Company will pay up to five hundred and fifty dollars (\$550.00) every sixty (60) months for prescribed hearing aids for employees and covered dependants. This benefit shall not apply to the cost of batteries.

ii) ACUPUNCTURE,
CHIROPRACTIC and
MASSAGE THERAPY

The Company will pay the cost of up to thirty dollars (\$30.00) per visit to a qualified Massage Therapist or Acupuncturist or Chiropractor (after OHIP benefits) for employees and covered dependants. The total amount of combined benefits for this section shall be limited to six hundred and fifty dollars (\$650.00) per year.

iii) PROSTHETIC APPLIANCES

The Company will pay fifty percent (50%) of the cost of Prosthetic Appliances, excluding such appliances intended for cosmetic purposes, as required by employees or their covered dependants.

iv) DURABLE MEDICAL EQUIPMENT

The Company will pay eighty percent (80%) of the cost of Durable Medical Equipment up to a limit of two thousand and five hundred dollars (\$2,500.00) per

year as required by employees or their covered dependants.

v) **SMOKING CESSATION ASSISTANCE**

The Company will pay up to a life time maximum of one thousand dollars (\$1000.00) per employee for Smoking Cessation Assistance for employees or their covered dependants. Such assistance includes prescription and over-the-counter medications, nicotine patches, hypnotherapy and acupuncture as recommended by the attending Physician.

**ARTICLE 20
PENSION PLAN**

20.01 The Company Pension Plan for Goderich Mine is available to employees in accordance with the terms and conditions of said Plan. The Pension Plan forms part of this Agreement and will be administered in accordance with the terms of the Plan. The provisions of

the Pension Plan may not be modified in any way without the written consent of the Union.

The Company will provide a “Full Text” copy of the Pension Plan to the Local Union Office by January 31st of every year.

- 20.02 An employee who has attained fifty-five (55) years of age and twenty (20) years of continuous service shall be entitled to a paid retirement leave immediately prior to the commencement of his early or normal retirement in accordance with the following schedule:

AGE AT RETIREMENT	WEEKS OF LEAVE
55	1
56	2
57	3
58	4
59	5
60	10
61	10

62	10
63	10
64	15

Payment for each week of this leave shall be calculated as forty (40) times the employee's classified rate at the time of the employee's last day worked. In the event of a wage increase occurring during this paid leave, the employee's classified rate will be increased accordingly.

No employee will be permitted to work on-site during such leave.

ARTICLE 21 TRAINING

21.01 Mining & Surface Operations Training Program

a) Preamble:

The parties recognize the importance and value of ensuring that Mining and Surface employees have a thorough knowledge and

understanding of the principles of Occupational Health and Safety, together with methods, practices and skills of their occupation in order to maximize safety for themselves and fellow workers in meeting the needs of Industry during their employment.

Additionally recognized is the need to provide employees the opportunity to acquire certification of their qualifications appropriate to the needs of the Mine and as it becomes available through appropriate Government Ministry or as may otherwise be recognized by the parties if not designated or regulated officially.

b) Purpose:

The Mining and Surface Training Program is provided to ensure employees are equipped with the skills and knowledge to safely and effectively fulfill all the Mining and Surface functions including

Schedule “A” Job Classifications appropriate to the Mine and Surface requirements.

c) Scope:

The parties recognize that Clause 6.03 applies to training and the application with regard to training will be to meet the needs of the operation with a view to relatively equal distribution of qualifications between crews as determined by establishing an Ideal Compliment for each job. The Ideal Compliment will be generally a minimum to place each crew on a level playing field. Additional training needs will be determined by the Company with a view to adequate coverage during peak vacation time.

The order of training priority shall be new employees, at risk employees, postings, ideal compliment, refresher, and advancement.

Any employee may submit job training preferences on the “Training Request Forms” provided

to a training representative or his supervisor for a Training Committee review.

d) Determination of Trainees:

The allocation of training opportunities will be a transparent process with training opportunities posted on the training board for 7 days. The determination of who gets the training will be agreed to by the departmental training representatives based on training request forms, seniority of applicants, crew training becomes available on, timing of last training opportunity and diversity requirements of the crew. Any disagreements on who gets the training will be settled by the Training Committee Co-chairs.

e) Tracking Qualifications:

The parties agree that refresher training is a vital component of our training system that

needs to be implemented. It is further recognized that refresher training is a valuable tool to correct complacency. Therefore management will commission a computer tracking system by April 1, 2010 to track qualifications and ensure that a notice requiring refresher training is issued once a Qualification has not been active for 24 months. After 30 months the Qualification will be suspended if not activated, until the refresher training is completed, at which time it will be reactivated. The Joint Training Committee will establish the parameters for the above refresher training by April 1, 2010. The refresher training program will apply to all departments at the Goderich Mine.

When possible, training and testing will be scheduled in advance and the employees will be notified as soon as possible of their new schedules if any.

Testing will be scheduled once the requirements as laid out in Operating Procedure 103 have been completed and the Record of Training returned to the Training Department.

21.02 Maintenance Training Program

a) Preamble:

The Parties recognize the importance and value of ensuring that Maintenance Department employees have a thorough knowledge of methods, practices and skills of their trades in order to meet the needs of the Mine and to acquire the appropriate certificates of qualification or recognition available through the Ministry of Colleges and Universities, or as may otherwise be recognized by the parties if not designated or regulated officially. The Maintenance Training Program will consist of two parts: The Safety Awareness and Operators Program and the Maintenance Mentoring Program.

b) The Maintenance Safety
Awareness and Operators Program

i) Scope:

The scope of this program is to provide instruction, awareness and operator training on all the facets of the maintenance job duties to meet the needs of the Mine. This training will include all training programs listed in the Maintenance Training Matrix, the Equipment Familiarization Program, Operator qualifications under GM OP 103 and any new training programs deemed necessary by the Company or as agreed upon by the Parties.

The order of training priority shall be new employees, at risk employees, postings, ideal compliment, refresher, and advancement.

Any employee may submit

job training preferences on the “Training Request Forms” provided to a training representative or his supervisor for a Training Committee review.

ii) Determination of Trainees:

The parties recognize that Clause 6.03 applies to training and the application with regard to training will be to meet the needs of the operation. The allocation of training opportunities will be a transparent process with training opportunities posted on the board for 7 days to allow those interested to fill out a Training Request Form. The determination of who gets the training will be agreed to by the departmental training representatives based on training request forms, seniority of applicants, crew training becomes available on, timing of last training opportunity and

the diversity requirements of the crew. Any disagreements on who gets the training will be settled by the Training Committee Co-chairs.

iii) Tracking Qualifications:

The Maintenance Departmental Training Representatives will ensure that employee job qualifications under GM OP 103 do not become stale dated through implementation of a departmental tracking system. Refresher training will be made available when required.

c) The Maintenance Mentoring Program

The Company agrees to enter into a Maintenance Mentoring Program to qualify present and future Maintenance Department employees in additional trades appropriate to the Goderich Mine requirements and thereby provide the

opportunity of Ministry of Colleges and Universities Certification.

The Maintenance Mentoring Program is to upgrade qualifications of present and future Maintenance Department employees with a Certificate of Qualification in the following trades:

- Heavy Duty Equipment Mechanic (Regulated)
- Industrial Mechanic-Millwright (Regulated)
- Industrial Electrician (Regulated)

i) Qualifications:

Employee who are certified and or practicing as a Group 1 Journeyman at the Mine are eligible to apply for this program.

The employee must be able to satisfy the appropriate college entrance criteria.

ii) Mentoring:

Successful applicants will be partnered with a certified journeymen in the trade selected, whenever the opportunity on their crew becomes available, to gain the experience they do not have which will enhance his skills and ability through hands on experience with that partner coupled with related instruction at a College of Applied Arts and Technology. This enhanced training should expedite the Qualification process. A review will be undertaken every six months to assess the progress of the partnership and establish the next steps to be taken.

iii) Oversight:

The Joint Training Committee will set up the program, solicit

for journeymen to do the mentoring, screen applicants for partnering, monitor and assess the program and report to the Parties.

iv) Goal:

The goal would be to create and expand the mentoring process to ensure that the Company's own employees have the necessary skills and experience to perform all the regular maintenance work that is required at the Mine. A further benefit of this program would be to save the Company money by reducing the contracting out of work that we have the skills to perform with our own employees.

- 21.03 a) An employee who is receiving training either for backup or as the result of a job posting, will be paid at the rate of the job on which he is being trained.

- b) An employee who is receiving training off site shall be covered by the Collective Agreement. Any special needs shall be arranged by agreement of the parties.
- c) The Company will reimburse participants attending out of town training as follows:
 - i) On regular scheduled days, full wages and all applicable premiums based on shift schedules. The Company does not pay overtime. When an employee travels on non-scheduled days, he shall be paid four (4) hours at the straight time rate of pay. While participating in training on an employee's regular scheduled day off, the employee shall be paid eight (8) hours pay at the straight time rate of pay.
 - ii) The Company will pay the full cost of a rental car. Where an

employee has received prior approval to use their vehicle, they shall be reimbursed at the rate of thirty-three and three quarter ($\$0.33 \frac{3}{4}$) cents per kilometer traveled. Taxi services to and from the training site and the overnight accommodation will be reimbursed.

iii) The Company will book single room accommodation for out of town participants. Accommodation charges are limited to the room rate, room taxes and hotel parking only. Participants are responsible for any additional costs including room service, telephone, et cetera.

iv) The maximum meal allowance while training is forty-five dollars (\$45.00) per day composed of breakfast nine dollars (\$9.00), lunch fourteen dollars (\$14.00) and dinner twenty-two dollars (\$22.00).

Those arriving the night before the training and staying in the hotel will be reimbursed for dinner not to exceed twenty-two dollars (\$22.00).

- v) All required receipts must be submitted with the expense claim.

21.04 RECOGNITION OF SKILLS

The Company recognizes that employees in the Maintenance Department may acquire skills in one (1) or more trades in which the employee is not certified. Provided the trade is in regular use at the mine, and the employee can and will exercise these skills on the job, the Company will assist the employee in documenting his expertise for the regulating authority.

In addition, provided the employee meets the minimum requirement for hours worked in the trade, and can satisfy the appropriate college entrance criteria, the

Company will grant him a paid leave of absence to attend college to complete the academic requirements for the trade. The leave will not exceed four (4) months, or the duration of the course, whichever is less and on graduation, must earn the employee certified trade status.

The Company will award a graduating employee a lump sum of one thousand dollars (\$1000.00) in lieu of personal expenses incurred.

ARTICLE 22 DURATION OF AGREEMENT

22.01 This Agreement shall become effective as of the 1st day of April, 2009 and shall remain in full force and effect until the 31st day of March, 2012 and from year to year thereafter unless either party gives notice to the other party of an intent to terminate or amend this agreement.

Such notice shall be given in writing not earlier than ninety (90) days, and at least thirty (30) days before the expiry date of this agreement or the anniversary date

of any subsequent period in which this agreement remains in effect.

22.02 The initial meeting for the purpose of negotiating a modified Agreement shall be held within thirty (30) days after the above notice is given. Pending negotiations of any proposed modifications in the terms of this Agreement, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Union have caused these presents to be executed by their duly authorized representative.

SIFTO CANADA CORP.
A subsidiary of
COMPASS MINERALS INTERNATIONAL INC.
Goderich, Ontario
Goderich Mine

Victoria Heider
Adrian McFadden
Pierre Paquette
Peter Doyle
Fred Grandmaison

THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION (CEP)
LOCAL 16-O
Goderich, Ontario

Glenn Sonier
Lionel Carter
Mark Bellinger
Barney Purser
John Donatis
Doug Ritchie

Ratified this 03rd day of April, 2009

**SCHEDULE “A”
HOURLY RATES OF PAY**

	April 1, 2009	April 1, 2010	April 1, 2011
MINING DEPARTMENT			
Group 1			
General Miner	\$31.62	\$32.56	\$33.53
Development Miner	\$31.62	\$32.56	\$33.53
Development Utilityman	\$31.62	\$32.56	\$33.53
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$35.38	\$36.44	\$37.52
Weekend Rate 5 Crew	\$34.39	\$35.49	\$36.62
Group 2			
Mech. Scaler Operator	\$31.46	\$32.40	\$33.37
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$35.21	\$36.26	\$37.34
Weekend Rate 5 Crew	\$34.20	\$35.30	\$36.43

Group 3

Backchecker	\$31.33	\$32.27	\$33.24
Bench Blaster	\$31.33	\$32.27	\$33.24
Development Backchecker	\$31.33	\$32.27	\$33.24
Diamond Drill Operator	\$31.33	\$32.27	\$33.24
Face Loader Operator	\$31.33	\$32.27	\$33.24
Face Scaler	\$31.33	\$32.27	\$33.24
Roof Bolter Operator	\$31.33	\$32.27	\$33.24
Small Drill Operator	\$31.33	\$32.27	\$33.24
Truck (incl. Waste Truck)	\$31.33	\$32.27	\$33.24
Maintenance Relief	\$31.33	\$32.27	\$33.24
Processing Operator	\$31.33	\$32.27	\$33.24
Processing Helper	\$31.33	\$32.27	\$33.24
Haulage Utilityman	\$31.33	\$32.27	\$33.24
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$35.06	\$36.11	\$37.20

Group 4

Utility Loader Operator	\$31.15	\$32.09	\$33.06
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$34.86	\$35.91	\$37.00

Group 5

Material Handling Crew	\$30.86	\$31.80	\$32.77
Haulage Serviceman	\$30.86	\$31.80	\$32.77
Equipment Washer	\$30.86	\$31.80	\$32.77
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$34.53	\$35.59	\$36.67

Group 6

Clean Up Crew	\$30.75	\$31.69	\$32.66
Grader & WW Operator	\$30.75	\$31.69	\$32.66
Ventilation Crew	\$30.75	\$31.69	\$32.66
Packer/Tub/WW Operator	\$30.75	\$31.69	\$32.66
Utilityman	\$30.75	\$31.69	\$32.66

Monday-Saturday Blended Rate For 10.5 Hour Crew	\$34.41	\$35.46	\$36.55
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Group 7

Labourer	\$30.27	\$31.21	\$32.18
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$33.88	\$34.93	\$36.01

Probationary Labourer	\$29.39	\$30.33	\$31.30
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$32.89	\$33.94	\$35.03

UNDERGROUND PROCESSING

Monday - Friday			
Utilityman/Surface Relief	\$32.19	\$33.13	\$34.10
Processing Operator	\$31.33	\$32.27	\$33.24
Waste Truck	\$31.33	\$32.27	\$33.24
Processing Helper	\$31.33	\$32.27	\$33.24

Utility Loader Operator	\$31.15	\$32.09	\$33.06
Weekend Rate 5 Crew			
Utilityman/Surface Relief	\$35.06	\$36.15	\$37.28
Processing Operator	\$34.05	\$35.15	\$36.28
Waste Truck	\$34.05	\$35.15	\$36.28
Processing Helper	\$34.05	\$35.15	\$36.28
Utility Loader Operator	\$33.84	\$34.94	\$36.07

**UNDERGROUND AND SURFACE
MAINTENANCE DEPARTMENTS**

Monday - Friday

Journeyman Mobile Mechanic	\$33.48	\$34.42	\$35.39
Journeymen Millwright	\$33.48	\$34.42	\$35.39
Journeyman Electrician	\$33.48	\$34.42	\$35.39
Journeyman Carpenter	\$33.48	\$34.42	\$35.39
Probationary Journeyman	\$33.23	\$34.17	\$35.14

Weekend Rate 5 Crew

Journeyman Mobile Mechanic	\$36.56	\$37.66	\$38.79
Journeyman Millwright	\$36.56	\$37.66	\$38.79
Journeyman Electrician	\$36.56	\$37.66	\$38.79
Journeyman Carpenter	\$36.56	\$37.66	\$38.79
Probationary Journeyman	\$36.27	\$37.37	\$38.50

HOISTING DEPARTMENT

Monday - Friday

Hoistman	\$33.48	\$34.42	\$35.39
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Weekend Rate 5 Crew

Hoistman	\$36.56	\$37.66	\$38.79
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SURFACE OPERATIONS DEPARTMENT

Monday - Friday

Surface Controller	\$32.19	\$33.13	\$34.10
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Shaftman	\$31.33	\$32.27	\$33.24
Surface Process Operator	\$31.33	\$32.27	\$33.24
Surface Loader Operator	\$31.15	\$32.09	\$33.06
Shipper	\$30.90	\$31.84	\$32.81
Vehicle & Equip. Operator	\$30.90	\$31.84	\$32.81
Surface Utilityman	\$30.90	\$31.84	\$32.81
Janitor	\$30.28	\$31.22	\$32.19

Weekend Rate 5 Crew

Surface Controller	\$35.06	\$36.15	\$37.28
Surface Process Operator	\$34.05	\$35.15	\$36.28
Surface Loader Operator	\$33.84	\$34.94	\$36.07
Vehicle & Equip. Operator	\$33.55	\$34.65	\$35.78
Surface Utilityman	\$33.55	\$34.65	\$35.78

NOTE: Job vacancies in the classification Face Scaler will not be posted.

**LETTERS OF UNDERSTANDING
BETWEEN**

SIFTO CANADA CORP.
A subsidiary of
COMPASS MINERALS INTERNATIONAL INC.
Goderich, Ontario
Goderich Mine

AND

**THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION (CEP)**
LOCAL 16-O
Goderich, Ontario

These letters of understanding between the parties are part of the Collective Agreement, are binding on the parties during the term of this Agreement and will be included in the printed document.

**LETTER OF UNDERSTANDING #1
OPTIONAL LIFE INSURANCE AND
A.D.&D. COVERAGE**

The Company will provide Optional Life and Accidental Death & Dismemberment (A.D. & D.) insurance plans in increments of five thousand dollars (\$5,000.00) up to a maximum of one hundred and fifty-five thousand dollars (\$155,000.00). The premium cost will be one hundred percent (100%) paid by the participating employees. This optional coverage is available separately, i.e. you may choose Life and/or A.D. & D.

Effective May 1, 2003, all active employees will have a 31 day window in which to apply for the Optional Life Insurance without Evidence of Insurability.

Beyond that date, any employee wishing Optional Life coverage must provide Evidence of Insurability. The Company will cover any assessment costs. Any increase in coverage will be effective on the date that the insurance carrier approves the employee's application.

No Evidence of Insurability is required for A.D. & D. coverage

Any employee currently covered for five thousand dollars (\$5,000.00) Life and A.D. & D. will not lose that coverage even if they apply for additional coverage in the future and are declined by the insurance carrier.

In both cases, this Optional Coverage is provided at the employee's expense for the benefit of the employee and does not form part of the retiree benefit plan.

Open enrollment will be conducted once a year for these voluntary optional benefits through bulletin board notification.

The option to purchase Optional Life Insurance coverage will cease when an employee reaches seventy (70) years of age.

LETTER OF UNDERSTANDING #2 ROOF BOLTING PRACTICE

A working face in the development headings will not be cut, drilled or loaded until the roof has been bolted to within one round of the face.

A working face in a conventional heading will not be cut, drilled or loaded until the roof has been bolted to within one pattern of the face.

Notwithstanding the above, bolting needs in test areas will be assessed through proper engineering practices. Upon successful completion of these evaluations, bolting practices will be applied based on the test area results.

Headings made with a Continuous Miner may not require bolting. However, ground support will be done on an as necessary basis to handle any unusual ground conditions encountered.

NOTE:

This letter is subject to review by the Joint Health and Safety Committee during the term of the Agreement.

LETTER OF UNDERSTANDING #3 COMMUNICATIONS

Telephones or radios will be made available at the underground portable substations located in the area of the active working faces.

These will be in addition to telephones presently in service underground.

NOTE:

This Letter is subject to review by the Joint Health and Safety Committee during the term of the Agreement.

**LETTER OF UNDERSTANDING #4
DEVELOPMENT MINER**

1. Development Miner will include the occupations of Over/Under Cutter, Development Drill, Development Load and Blast, LHD, Development Scale, Development Bolter, Development Downhole Drill, Development Prep Man, Low-Profile Bolter, Road Planer and Dozer.

2. Within this position, employees will normally be assigned on a shift by shift basis by seniority subject to the efficient operation of the business and allocation of skills. Such job assignments will be marshaled from the employees present subject to Letter of Understanding # 8.

3. An employee who accepts a posting in the Development Miner occupation will be trained on a minimum of four (4) occupations within the first twelve (12) months.

4. The Low-Profile Bolter will be allocated to the posted Roof Bolter Operator when being operated off the Development, at the Roof Bolter Operator rate of pay.

LETTER OF UNDERSTANDING #5 TEMPORARY VACANCY SYSTEMS

Part A: MINING - JOB PREFERENCE SYSTEM

1. Employees shall, if they wish, indicate up to three (3) job preferences of their choice, in order of priority in writing on the “Preference Form” provided. Employees may also change their job preference(s) at any time in writing on the form provided.
2. The form above must be submitted by 3:00 P.M. on Monday to be eligible for job vacancies that occur one (1) week from that Monday. A notice will be posted by 3:00 PM on Thursday, indicating; the employee’s names, their job preferences, and any change to their schedule or start time. It is understood and agreed the employees absent on vacation who are scheduled to a different shift schedule or shift start time will be contacted prior to their return to work.
3. Late job preferences may be administered after 3:00 PM on Thursday by seniority on a voluntary employee basis.

4. Employees will be allowed by seniority to fill temporary job vacancies limited to their entire crew and to job vacancies on the miscellaneous crew to which they are qualified on, provided the employee has indicated a job preference in writing on the form provided as outlined in items 1 and 2 above.
5. Employees will additionally be allowed by seniority to fill temporary job vacancies on the 5 Crew Shift Schedule to which they are qualified on, by signing the posted “Processing 5 Crew Schedule Preference Signup Form” on the notice board. The allocation of these temporary job vacancies shall be administered in accordance with the “5 Crew Temporary Vacancy Preference System Guidelines”.
6. An employee will normally only be eligible to preference to a temporary job vacancy, provided there is a qualified replacement available on his crew to fill his job position.
7. Employees will only be eligible to preference to a temporary job vacancy, provided they remain in compliance with the established

on-site hours of work and rest provisions.

8. The senior employee's job preference(s) will be exhausted first, in order of priority before going on to the next senior employee's first choice and so on. Job preferences to the 5 Crew Shift Schedule will normally take priority over other submitted employee job preferences.
9. Temporary job vacancies of five (5) days or more will be filled by senior qualified employees who have indicated a job preference in writing as outlined in items 1, 2, and 5 above and, will be assigned on a one (1) week basis as per the applicable shift schedule.
10. Temporary job vacancies of five (5) days or more which are not filled through a job preference by a senior qualified applicant, will be filled daily by a qualified employee from the labour group by seniority on a shift by shift basis.
11. Except during a work week encompassing a mine holiday(s), temporary job vacancies of four (4) days or less will be filled daily by

qualified employees from the labour group by seniority on a shift by shift basis.

12. If a job preference becomes unavailable for a full shift, the employee will fall to the Labour Pool for that shift. If a job preference is cancelled throughout the work week, the employee may choose to return to his posted job if it is available or remain in the Labour Pool for the remainder of the week. If a job preference is administered and cancelled prior to an employee beginning the job preference, the employee shall be returned to his regular job posting or position.
13. If a job preference is administered and cancelled throughout the work week or prior to an employee beginning the job preference, the employee shall be paid time and one half for his next subsequent shift worked if the employee's shift schedule or shift start time is altered.

Part B: MINING – DESIGNATED SURFACE RELIEF

The parties agree that the position of designated surface relief will be a non-posted position in the

Underground Mining Department attached to the 5 Crew processing group Utilityman job posting, utilized to relieve temporary and immediate manpower shortages occurring in the Surface Operations Department. The Company agrees to provide adequate training to the successful applicants.

Under no circumstance will these designated surface relief positions or the use of other employees from the Mining Department be used for the purpose of eliminating, filling, or hindering existing or future posted positions in the Surface Operations Department.

The designated surface relief employees and other employees from the Mining Department will not be scheduled to fill a vacancy in the Surface Operations Department, until the vacancy has first been offered to all qualified eligible employees in the Surface Operations Department.

It is understood that designated surface relief employees may be used prior to offering overtime work to posted employees in the Surface Operations Department when there is no overtime being worked in the Mining Department

on that work shift.

The parties further agree to the following:

1. A designated surface relief employee's status will be limited to his own posted to crew during the regular scheduled working hours of his regular scheduled shift.
2. Scheduling of designated surface relief employees to the Surface Operations Department will take priority over the employee's processing utilityman job posting duties and the filling of other temporary vacancy systems as set out in Parts A & C of Letter of Understanding # 5.
3. Designated surface relief employees will be scheduled to vacancies in the Surface Operations Department on a daily shift by shift basis by seniority amongst the relief employees regardless of their early/regular scheduled shift start times, in accordance with established hours of work and rest provisions.
4. Designated surface relief employees will have the option of exercising or not

exercising their seniority to a surface relief vacancy whenever there are fewer vacancies than designated surface relief employees.

5. Designated surface relief employees and other employees from the Mining Department who are scheduled to the Surface Operations Department will select from the jobs remaining in the surface operations utilityman classification after the Surface Operations Department employees have selected their daily job assignments in accordance with Letter of Understanding # 8.
6. When the utilization of all designated surface relief employees have been exhausted on a particular crew, and the Surface Operations Department still requires more manpower, the vacancy(ies) will be offered to the senior qualified employee(s) from out of the mining department labour group on a daily shift by shift basis by seniority at their scheduled shift start times, in accordance with established hours of work and rest provisions.
7. Employees working overtime in the Mining Department will not be permitted

to fill a vacancy in the Surface Operations Department from out of the mining department labour group unless the vacancy has first been offered as overtime to all qualified eligible employees in the Surface Operations Department.

Part C: MINING - MAINTENANCE HELPER

The current practice of offering maintenance helper work during regular scheduled shifts from out of the Mining Department Labour Group on a daily shift by shift basis by seniority and qualifications will continue during the term of the Collective Agreement.

The current practice of offering maintenance helper work from the overtime sign up sheet (once the regular maintenance employee's overtime volunteers' list is exhausted) will be offered by seniority and qualifications to employees that sign up for cross departmental overtime.

When employees are performing helper duties, while working with journeymen, they will be limited by the skilled journeymen they are helping.

Employees performing helper duties will also include operating mobile equipment that they are qualified and authorized to operate.

Employees performing helper duties will select from the available helper jobs by seniority, subject to the availability of skills.

Employees performing helper duties will not be used for the purpose of eliminating, filling, or hindering existing or future posted positions in the underground Maintenance Department.

Part D: SURFACE – DESIGNATED &
OTHER QUALIFIED
HOISTMAN RELIEF

The parties agree that the position of designated hoistman relief will be a non-posted position in the Surface Operations Department, utilized to relieve temporary and immediate manpower shortages occurring in the Hoisting Department.

Under no circumstance will these designated hoistman relief positions or the use of other qualified employees from outside the Hoisting Department be used for the purpose of eliminating,

filling, or hindering existing or future posted positions in the Hoisting Department.

The Company agrees to post a notice on the bulletin board for allotment purposes only, for one (1) designated hoistman relief position on each of the five crews on the 5 Crew shift schedule in the Surface Operations Department. The Company will allot these positions to the senior applicant per each crew on a voluntary employee basis. The Company agrees to provide adequate training to the successful applicants.

After an incumbent has been trained and deemed qualified, his designated hoistman relief position will generally expire after a period of two (2) years and his designated hoistman relief position will be cancelled and opened up for allotment purposes again as required. The Company agrees to provide the Union with documentation substantiating an incumbent's qualification as a hoistman.

If an incumbent permanently leaves or is displaced from his respective crew or department, his designated hoistman relief position will be cancelled and opened up for allotment purposes again as required.

If there is a change in the starting times or the shift pattern where a designated hoistman relief position is situated, the existing designated hoistman relief position will be cancelled and opened up for allotment purposes again as required.

A designated hoistman relief employee's status will be limited to his own posted to crew during the regular scheduled working hours of his regular scheduled shift.

Scheduling of designated hoistman relief employees to the Hoisting Department will take priority over his regular posted job classification.

Scheduling of designated hoistman relief employees to the Hoisting Department will be administered in accordance with Letter of Understanding # 9 and, will normally be scheduled on a daily shift by shift basis in accordance with the established hours of work and rest provisions.

When the utilization of the designated hoistman relief employee has been exhausted on a particular 5 crew, and the Hoisting Department

still requires more manpower, the vacancy will be administered in accordance with Letter of Understanding # 9, normally on a daily shift by shift basis in accordance with the established hours of work and rest provisions.

A designated hoistman relief employee and other qualified employees from outside the Hoisting Department working overtime in their applicable department shall only be permitted to work cross-departmental overtime in the Hoisting Department provided the vacancy to be filled in the Hoisting Department has first been offered as overtime to all posted hoistman in the Hoisting Department in accordance with Letter of Understanding # 9.

A designated hoistman relief employee who is scheduled to work an entire work week of a posted hoistman's vacation per Letter of Understanding # 9 shall, contrary to Clause 13.09, be eligible to work all overtime for that specific work week in the same manner as a regular posted Hoistman, in accordance with the established hours of work and rest provisions.

Part E: DESIGNATED SHAFT GROUTER
RELIEF

The parties agree that the position of designated shaft grouter relief will be a non-posted position, utilized to perform shaft project related duties including shaft repair, shaft liner grouting, shaft inspections, shaft clean-up, etc.-

Under no circumstance will these relief positions be used for the purpose of eliminating, filling, or hindering existing or future posted positions in either the underground mining department or the surface operations department including the current posted job classification of “Shaftman” in Schedule ‘A’. The Company agrees to provide adequate training to the successful applicants. The parties further agree to the following:

1. The Company agrees to post a notice on the bulletin board for allotment purposes only, for one or more position(s) of designated shaft grouter relief. Only employees in the underground mining department and the surface operations department are eligible to sign the notice. The Company will allot these position(s) to the senior applicant(s). After an incumbent has been trained and deemed

qualified, his designated shaft grouter relief position will expire after a period of two (2) years and his position will be opened up for allotment purposes again as required. Should an incumbent become displaced from out of both the underground mining department and the surface operations department, his relief position will be re-filled as required as above.

2. Assignments to designated shaft grouter relief will have priority over the filling of vacancies as described in LOU # 5 - Part A, B, C, and D. Incumbent's will normally be offered and scheduled daily on a shift by shift basis by seniority amongst all designated shaft grouter relief employees for work assignments of four (4) days or less in accordance with established hours of work and rest provisions. Work assignments of five (5) days or more will be offered by seniority amongst all designated shaft grouter relief employees. Incumbents will have the option of exercising or not exercising their seniority to a designated shaft grouter relief vacancy whenever there are fewer vacancies than incumbents.

3. When the utilization of all designated shaft grouser relief incumbent's have been exhausted and more manpower is required, the vacancy will normally be offered to the senior qualified employee(s) combined from out of both the underground mining department and the surface operations department on a daily shift by shift basis by seniority in accordance with established hours of work and rest provisions and, the parties reserve the right to otherwise establish a special project in accordance with CBA provisions depending on addition manpower requirements and the length of the work assignment.

4. All overtime requirements and any work to be performed on a Statutory/Mine Holiday will be administered in accordance with the CBA and established Guidelines and, will be allotted amongst all eligible qualified active employees within both the underground mining department and the surface operations department with the least amount of total applicable roster hours, in accordance with established hours of work and rest provisions.

5. Additional terms and conditions related to shift schedules & start times, rate of pay, and premiums will be mutually agreed upon by the Company and the Union.

**LETTER OF UNDERSTANDING #6
PERMANENT LAYOFF/SEVERANCE PAY**

It is understood and agreed that a permanent layoff is defined as one which the Company declares to be a permanent layoff or one in which the employee has exhausted his recall rights. Such layoffs may or may not conform to the definition of permanent layoff in the Employment Standards Act or any other legislation.

In the event of a permanent layoff, an effected employee with five (5) or more years of service shall be entitled to a severance payment equal to two (2) week's pay for each year of service. Part years of service shall be pro-rated. Each week's pay shall be calculated as the average gross weekly earnings during the employee's previous twelve (12) months of employment.

As an alternative, senior employees in order of seniority who are not laid off, may resign their employment and collect the severance pay equal to two (2) weeks pay for each year

of their service up to a maximum cap of sixty (60) weeks in total.

All severance payments will be made in a lump sum.

The severed employee may transfer part of the severance payment into an individual Registered Retirement Savings Plan (RRSP) or the Registered Pension Plan (RPP) subject to Revenue Canada limits.

LETTER OF UNDERSTANDING #7
SPECIAL EVENTS

The parties agree that, where mutually agreed to through the Negotiating Committee, the shift schedule of some or all employees can be altered to accommodate special events. Employees will be paid shift, underground and weekend premiums applicable to the shift that would have normally been worked. No overtime premium or call out pay will be applicable to employees whose shift is changed during the first (1st) eight (8) hours worked on this shift, except as outlined in Clause 13.05 (a).

**LETTER OF UNDERSTANDING #8
ALLOCATION OF WORK IN THE
MINING DEPARTMENT
AND SURFACE OPERATIONS
DEPARTMENT**

Underground Mining Department:

1. Ten (10) minutes prior to the beginning of each shift the supervisor will post the following information on a bulletin board at the surface wicket area:
 - all requirements which cannot be met with posted incumbents,
 - all posted positions which will not be required during the shift.
2. All job assignments will take place five (5) minutes before the shift start time at the surface wicket area.
3. Crews will report for duty at the wicket area five (5) minutes before the shift starting time.
4. The supervisor will issue posted job

assignments, and marshal the remaining employees in the Labour Group by seniority and priority in accordance with the job marshalling protocol on a daily shift by shift basis, subject to the allocation of skills.

5. Changes to job assignments which occur during the shift will be handled by the supervisor, strictly on the basis of need.
6. There will be one (1) labour group per underground mining shift.

**Development Miner/Labour Group
Allocation of Work:**

1. The marshalling of jobs in the Labour Group will take place before the marshalling of jobs in the Development Miner job classification.
2. Employees from the Labour Group who are going to work on the Development, will have the same selection of jobs as the posted Development Miners by seniority and qualifications.
3. An employee going into the Labour Group

who has a later shift schedule start time than the Labour Group or Development, who is at the wicket during marshalling time, will have the option to the same selection of jobs in the Labour Group and Development by seniority and qualifications.

4. An employee who exercises his option as set out in Item # 3 above will assume the new shift start time and will not be entitled to short notice pay as set out in Clause 13.05 (a).
5. Employees with a later shift schedule start time than the Labour Group or Development who start work at their regular scheduled shift start time, who are going into the Labour Group, shall select from the remaining jobs by seniority and qualifications.

Surface Operations Department:

Ten (10) minutes prior to the beginning of each shift the supervisor will post the following information on a bulletin board at the surface shipping wicket:

- all requirements which cannot be

met with posted incumbents,

- all posted positions which will not be required during the shift.

All job assignments will take place after the shift start time at the surface shipping wicket area.

Crews will report for duty at the wicket area at the shift starting time.

The supervisor will issue posted job assignments, and marshal the remaining employees in the Utilityman Classification by seniority and priority in accordance with the job marshalling protocol on a daily shift by shift basis, subject to the allocation of skills.

Changes to job assignments which occur during the shift will be handled by the supervisor, strictly on the basis of need.

The parties agree that the five (5) day and

seven (7) day shift schedules affecting the Utilityman Classification will be selected on a weekly basis by seniority. It is further agreed, that employees whose posted job is not available for a period of a complete work week prior to the schedule being posted as described in Clause 13.05, will also have the same option.

It is understood and agreed that vacancies on the 5 Crew - Saturday & Sunday – twelve (12) hour – regular scheduled shifts will be filled on a voluntary employee basis in accordance with Clause 13.11.

LETTER OF UNDERSTANDING #9 HOISTMAN

1. The Company agrees to maintain the position of “Hoistman” as a distinct job classification and to fill vacancies in accordance with Clause 6.05 of the CBA.
2. The Company agrees to maintain a sufficient number of posted hoistmen and, a sufficient number of designated hoistman relief positions to meet the needs of the operation.
3. The hoists will be operated by qualified posted hoistmen or qualified designated hoistman relief. Additionally, as a last resort option, other qualified employees from outside the Hoisting Department may be utilized as required.
4. Requirements for additional hoist operators will be administered in the following sequence:
 - i. Utilize the regular scheduled on-shift designated hoistman relief employee for a period of up to four (4) hours,

- ii. Allocate overtime to the posted hoistmen in accordance with Article 13 and the Overtime Distribution Procedure,
 - iii. Utilize the regular scheduled on-shift designated hoistman relief employee,
 - iv. Allocate cross-departmental overtime to the designated hoistmen relief employees in accordance with Article 13 and the Overtime Distribution Procedure,
 - v. Offer the work in order of overall seniority amongst other regular scheduled on-shift qualified employees who are not in on overtime,
 - vi. Allocate cross-departmental overtime to other qualified employees in accordance with Article 13 and the Overtime Distribution Procedure.
5. Vacancies created by lieu days, floaters, and vacation (subject to item # 8 below) will be administered in the following sequence:
- i. Allocate overtime to the posted hoistmen in accordance with Article 13 and the Overtime Distribution Procedure,
 - ii. Utilize the regular scheduled on-shift designated hoistman relief employee,
 - iii. Allocate cross-departmental overtime to

the designated hoistmen relief employees in accordance with Article 13 and the Overtime Distribution Procedure,

- iv. Offer the work in order of overall seniority amongst other regular scheduled on-shift qualified employees who are not in on overtime,
 - v. Allocate cross-departmental overtime to other qualified employees in accordance with Article 13 and the Overtime Distribution Procedure.
6. One (1) vacation week per year of each of the posted hoistmen's total vacation entitlement may be scheduled and filled by designated hoistman relief employees up to a combined maximum total of six (6) weeks per year.
7. In the event of no opportunity existing for a designated hoistman relief employee or other qualified employee from outside the Hoisting Department to maintain his proficiency during any particular month under items # 4, # 5, or # 6 above, such employee shall be entitled to spend a maximum of eight (8) hours on the operation of the hoist per any such month.

8. Scheduling of designated hoistman relief employees and other qualified employees from outside the Hoisting Department, shall additionally be done so in accordance with Articles 6 & 13, Letter of Understanding # 5 – Part D and, in accordance with the established hours of work and rest provisions.

LETTER OF UNDERSTANDING #10
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 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 Regulations 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 3 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 if Chapter 0.1, Part VI, Reprisals by Employer Prohibited, in its entirety

is deleted from the Ontario 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 (facility wide) as stated and written in Chapter 0.1, Part VI, Reprisals by Employer Prohibited, Section 50, in its entirety.

LETTER OF UNDERSTANDING #11
VACATION SCHEDULE

Subject to the provisions of Article 16, employees will be allowed to schedule time off for vacation in accordance with the procedures outlined below:

1. Vacation requests are to be made on the form provided and submitted to the employee's supervisor.
2. Requests for vacation should be submitted from January 1st through January 21st inclusive.
3. Vacation requests which are not scheduled under 2 above, may be submitted during the ten (10) days immediately following the respective closing dates.
4. Subject to the provisions of Clause 16.04, vacation requests under 2 or 3 above, will be scheduled on the basis of seniority. Requests submitted after January 31st shall be scheduled on the

basis of first come, first serve

5. Where an employee cancels a scheduled vacation, that vacation time shall be offered when possible in order of seniority to employees who had expressed a preference for that week in accordance with item 2 above.
6. Employees earning an anniversary week of vacation in the months of January, February, or March may extend taking this vacation until the end of June of the following vacation year. The booking and scheduling of this vacation will be on a first (1st) come first (1st) served basis following the completion of items 2 and 3 above. The employees shall indicate their preference no later than May 15th.
7. The vacation allotment ratio is based on one (1) weekly employee vacation entitlement per each six (6) employees. Vacation allotment ratio's equaling a decimal-point 5 (.5) and above will be rounded up to the next whole number.
8. The Union and Company agree to meet

on or about December 1st of each year to set the numbers and the distribution of vacation allotments for the following vacation year. The 2009 vacation allotments listed below will be used as a guideline and the allotments will be adjusted to reflect any changes in the number of employees in each of the respective groups or restructuring within these groups. The departments outlined in Clause 2.06 will be used as a guideline. Subdivision of allotments within the departments will also be agreed upon at that time.

The 2009 minimum vacation allotments will be maintained and not increased unless mutually agreed upon by the parties:

WEEKLY ALLOTMENTS

Haulage, Ground Control, and Labour pool: <i>(5 per crew and 2 by class seniority)</i>	22
Development: <i>(2 per crew and 1 by class seniority)</i>	9
Processing: <i>(1 per crew)</i>	5
*Miscellaneous:	3
* (Services, Material Handlers, Backchecker/ hole marker, Haulage Serviceman, Equipment Washer)	
Surface Maintenance Department:	3
Underground Maintenance Department:	11
Electrical Group:	3
Surface Operations Department:	7
Hoisting Department:	1
Total:	64

LETTER OF UNDERSTANDING #12 INTERNAL RESPONSIBILITY SYSTEM

The IRS (Internal Responsibility System) is a commitment of all employees to ensure a healthy and safe workplace. The commitment is internal, not relying on third party involvement for the resolution of safety concerns or compliance to regulations and standards. The IRS requires all employees at all levels of the organization to take personal ownership for their own safety, the safe performance of their assigned tasks and the resolution of safety concerns. Employees taking ownership for their own safety does not absolve management, of their legislated and moral obligation to provide a safe working environment for all employees. Creating an organizational framework for safety and promoting awareness of individual safety responsibilities can be as simple as a discussion between employees to remind themselves of a hazard or reviewing a procedure.

Keys to a successful IRS - all employees must:

- have a sincere wish to prevent incidents
- understand safety is an essential part of their

job

- believe causes and risks can be eliminated
- avoid conflicts when trying to reduce risk
- not be fearful of reprisals when using the IRS
- understand their responsibilities under the Act
- take steps to make it effective
- co-operate with others and strive to improve the process

The IRS is divided into:

- 1) **Direct Responsibility:** All employees working along with their supervisor should deal with issues at the lowest level of the organization possible. This process starts with the worker and goes up the line to include immediate supervisors, second line supervisors, department heads, and manager.
- 2) **Indirect Responsibility:** It provides assistance to the operations in making the appropriate decision. This includes occupational health and safety committee members, human resources, engineering, and safety department.

The “Direct” and “Indirect” responsibility will be reviewed yearly with employees.

LETTER OF UNDERSTANDING #13 JOINT MODIFIED WORK POLICY

Purpose: To permit employees to return to work while recovering from an illness or injury, and who have restrictions on their physical activities. The Workplace Safety & Insurance Board (WSIB), Early and Safe Return To Work (ESRTW) guidelines are set out in the Workplace Safety and Insurance Board Operational Manual (OPM). This Modified Work Duty Policy will be conducted in accordance with all applicable provincial laws.

- Employers and workers are obliged under the WSIB Act to co-operate and be self-reliant in the worker's early and safe return to suitable and available employment. The workplace parties are responsible for resolving return to work issues in the workplace.
- The workplace parties recognize that the ESRTW/modified work policy is necessary to expedite successful recovery of injured or ill workers. The intent is to maintain the health and welfare of our workforce by being actively involved by offering modified work.

- All employees suffering injury or illness may be accommodated according to his capabilities as outlined by the treating physician, including sedentary work and a clean environment.
- Employees and employer shall communicate and co-operate in the ESRTW program as soon as possible after a work related injury occurs and maintain communication throughout the period of the worker's recovery or impairment.
- To ensure the integrity of this program, and prior to the employee's return to work, the attending physician must provide the Company with full details of the employee's capabilities. Workplace parties will determine what suitable and available duties are within the worker's functional abilities that can be performed safely.
- Employees are expected to participate in the Joint Modified Work Policy program provided for them. Work will be selected which will not aggravate their condition and will gradually return the employee back to his regular work. Efforts will be made

to accommodate the worker to his regular department and shift.

- Should an employee working in the modified work program develop discomfort or pain while performing work, he shall stop work immediately and report it to his supervisor. The workplace parties will reassess the work assigned and again determine if appropriate modified work is available.
- Normally, accommodation on the modified work policy is of a temporary nature, the employee should be capable of returning to work in twelve (12) weeks or less, but the time limit may be extended to meet the employees individual healing time. Reassessments may be required by the workplace parties.
- Employees returning with permanent restrictions may be permitted to work on light duty until a permanent solution is obtained. The workplace parties are responsible for determining whether a particular job that becomes available is suitable for the worker.
- A written agreement on the early return

to work understanding will be issued to the employee on modified work and to his immediate supervisor. Any disputes, which can not be resolved by the workplace parties, shall be directed to the Union President and Mine Manager. Only after the Union President and Mine Manager have unsuccessfully resolved the issue, will the issue be forwarded in writing to WSIB.

LETTER OF UNDERSTANDING #14 ACCOMMODATIONS

If an employee becomes temporarily or permanently disabled as a result of illness, disease, non-occupational or a work related injury, the Company and the Union will endeavour to accommodate the employee.

The accommodation will be in his Department or, if not possible, in another Department on site in a job he is able to perform. Such an employee being accommodated shall not be assigned to displace an employee with greater seniority.

Temporary: An employee unable to perform the substantial duties of his job and requiring temporary accommodation must follow the Joint Modified Work Program.

Permanent: An employee being accommodated must participate in the Joint Modified Work Program. A medical practitioner must substantiate the permanent “disability”. The employee may then remain on his job or be assigned to an open position. (An open posting which the committee determines the employee who is being accommodated can perform without further accommodation) Upon request the

accommodated employee must provide medical evidence concerning his functional abilities. The Committee may require an independent medical assessment prior to the determination of permanent disability. The Company agrees to pay for such independent medical assessment.

An employee who is temporarily or permanently being accommodated shall be returned to his former posting when cleared for such by a medical practitioner.

In the case of a workplace reduction (employees going out the door) an employee who was accommodated shall not be excluded from being laid off.

NOTE:

In order to assist in the accommodation of such employees, a committee will be formed consisting of two (2) employees appointed by the local Union and two (2) persons appointed by the Company as described in the Joint Modified Work Program. The Committee will meet as required. It will be notified of and review all permanent accommodation and placement of disabled employees and make recommendations to the Company regarding new and alternate accommodations and placements.

The Committee will review each permanent accommodation yearly. The Committee may require an independent medical assessment of the employee on permanent accommodation. The Company agrees to pay for such independent medical assessment.

LETTER OF UNDERSTANDING #15
EMERGENCY LEAVE DAYS

The Company agrees to follow the provision of Emergency Leave Days, as provided for by Section 50 of the Employment Standard Act, 2002.

The Company further agrees absences described below shall not be counted as Emergency Leave Days:

- Weekly Indemnity as defined in the Company Group Plan
- WSIB
- 7.03 or 7.04 Union Leave
- 7.05 Conciliation or Arbitration Proceedings
- 7.06 Additional Vacation Leave
- 15.00 Floating Holidays
- 18.02 Bereavement
- 18.03 Jury or Witness Duty
- 21.03 or 21.04 Training Days

In the event that the Company requests evidence that an employee is entitled to an Emergency Leave Day, the Company shall reimburse the

employee for the cost of obtaining the appropriate documentation.

The Company shall respect an employee's right to medical privacy and shall not require an employee to furnish medical certificates that contain detailed medical information concerning his medical condition.

**LETTER OF UNDERSTANDING #16
EMPLOYEE ASSISTANCE PROGRAM**

The Company and the Union agree that there is an Employee Assistance Program in effect at the Mine and agree to promote, educate and communicate its benefits to employees.

The Company and the Union have a strong interest in encouraging early treatment and helping to resolve employee problems relating to substance abuse, emotional, medical, family or financial difficulties. To help achieve this goal, the Company and the Union will maintain a joint EAP Joint Committee to assist in the promotion of a full and healthy lifestyle through employee assistance programs. Employee assistance is available to every employee or immediate family members.

LETTER OF UNDERSTANDING #17
DAYS OF MOURNING

The Company will recognize April 28th of each year as the Day of Mourning for fatally injured workers in the Province of Ontario. On this day, all flags on-site will be flown at half-mast for the entire day and, one minute of silence will be observed at 11:00 A.M.

The Company will further recognize and follow the identical practice as set forth above during Remembrance Day and, during the date of the funeral of any active employee.

**LETTER OF UNDERSTANDING #18
REPLACEMENT TOOL RECEIPT
AGREEMENT**

Tool Description, Identification Number and
Tool Cost

Pick only one of the next three options:

1. This is a Company tool and must be returned to the Company upon separation from employment.
2. I do not claim ownership of this replacement tool and will not be taxed for the tool.
3. I claim ownership of this replacement tool and will be taxed for the tool.

Upon separation from the Company, the employee may keep the relinquished tool(s) for a payment of the Fair Market Value* or \$1.00, whichever is the greater.

Employee Name, Payroll Number, Employee Signature, and Date. For The Company

- The Fair Market Value will be assessed on the residual value assuming that tools depreciate fully over a 12 month period from the time of purchase.