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# **Collective Bargaining Agreement**

between

**Koch Fertilizer Canada, ULC**

and

**United Steelworkers, Local 7184**

July 1, 2011 to June 30, 2015

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**K KOCH**

KOCH FERTILIZER CANADA ULC

UNITED STEELWORKERS  
**USW**  
UNITY AND STRENGTH FOR WORKERS

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**UNITED STEELWORKERS**

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UNITY AND STRENGTH FOR WORKERS

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**COLLECTIVE AGREEMENT**

**between**

**KOCH FERTILIZER CANADA, ULC**

**Hereinafter called “The Company”**

**and**

**UNITED STEELWORKERS, Local 7184**

**Hereinafter called “The Union”**

Representing the Employees of  
KOCH FERTILIZER CANADA, ULC

1400 - 17th Street East Brandon, Manitoba R7A 7C4

In consideration of the mutual promises of the respective parties hereto, they mutually covenant and agree to and with each other as follows:

# ARTICLE 1 RECOGNITION

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- 1.1 The Company recognizes the United Steelworkers as the exclusive bargaining agent with respect to rates of pay, wages, hours, and conditions of employment for all employees shown by Manitoba Labour Board certification dated 13 March, 1967, at Brandon, Manitoba plant, excluding those listed in Section 1.2 below. The Company will bargain with no other Union during the life of this Agreement.
- 1.2 The term "Employee" as used in this Agreement shall include all employees shown by Manitoba Labour Board certification 13 March, 1967, but shall exclude employees whose duties are managerial, professional, or confidential in nature such as executives, administrative, supervisors, technical, professionals, office employees, Production and Maintenance clerical, and contracted employees (such as plant security personnel and office custodians).
- 1.3 This Agreement is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein. It is the intent and purpose of the parties hereto in the mutual interest of the Company and of the employees that this Agreement:
  - a. Shall maintain good industrial and economic relations between the Company and its employees;
  - b. Set forth the basic Agreement covering the rates of pay, hours of work and the conditions of employment to be observed between the parties;
  - c. Set forth methods by which disputes, complaints, or grievances arising between the parties hereto may be advantageously and amicably settled, as it is the explicit desire of the Company and the Union to preserve and in no way disturb the existing harmonious relations;
  - d. Provide for the safe operation of the Company's plant at Brandon, Manitoba under conditions which will permit production to the highest possible extent, both parties recognizing the value of co-operating in good faith, individually and collectively for the advancement of said business.

## ***Union Membership***

- 1.4 The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, within thirty (30) calendar days, as a condition of their hiring and continued employment:
- a. Become members of the Union effective from the date of hire, and remain members of the Union in good standing;
  - b. Authorize the Company in writing to deduct from their pay union dues, initiation fees, and assessments in the amount certified by the International Union in conformity with the constitution and bylaws. The Union will provide a Check-off Authorization card to the Company for this purpose. The “copy” portion of document, once executed, is to be mailed by the Company to the Financial Secretary of USW Local 7184.
  - c. Complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the Servicing Staff Office with the Union portion of the Check-off Authorization.

## ***Check-Off – Process and Procedures***

- 1.5 The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- 1.6 The Union will give reasonable notice to the Company of any changes in Union dues, fees or assessments which the Company is required to deduct. All changes will coincide with the beginning of the Company’s next pay period.
- 1.7 No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
United Steelworkers  
Box 9083 Commerce Court Postal Station  
Toronto, Ont M5L 1K1



- 1.8 The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why (i.e. WCB, sick leave, laid off, etc).
  - a. A duplicate R115 Form and employee deduction statement as in above shall be forwarded by facsimile to the United Steelworkers, Servicing Staff Office;
  - b. The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- 1.9 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, and other forms of liability, which shall arise out of the Company's compliance with the deduction of dues and termination of employees under this Article.
- 1.10 The Company will provide to the Union, a list of employees (including casual employees) hired, terminated or on leave of absence exceeding one (1) week from the bargaining unit on a monthly basis.
- 1.11 The Company agrees to allow a member of the Union's Executive or Union Shop Steward adequate time, during that Union Executive or Shop Steward's normal working hours, to introduce themselves to each new employee within ten (10) calendar days of his date of hire.
- 1.12 All terms using the male gender in this contract refer to both male and female employees.

### ***Humanity Fund***

- 1.13 For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of not less than \$0.02 per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers National Office  
234 Eglinton Avenue E., 7th Floor  
Toronto, Ontario  
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deduction as aforesaid shall be the fifth (5th) week following the ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

It is agreed that any changes that may be required to, or for, the application of this program, or the addition or removal of any participating employees, shall require the Company to receive eight (8) weeks advance notice, in writing, of such change.

## **ARTICLE 2 OBLIGATIONS**

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- 2.1 The Union agrees that no employee will engage in any Union activities during working hours unless he obtains prior approval from his supervisor and that it will refrain from collection of dues and solicitation of membership on Company time or property. The Company agrees in return to call the attention of all new employees to terms of the

Agreement with the Union.

- 2.2 There shall be no cessation of work through strikes (as defined by the Manitoba Labour Relations Act) by employees or the Union during the term of this Agreement. There shall be no lockouts (as defined by the Manitoba Labour Relations Act) by the Company during the term of this Agreement.
- 2.3 On the expiry of the Collective Agreement, and in the event of a legal strike being called by the Union, the Union agrees to a strike protocol, providing for thirty-six (36) hours notice, in writing to the Company, prior to the commencement of the strike, and before any bargaining unit employees cease to carry out their job duties, to ensure an orderly and safe transfer of all operations. All bargaining unit employees will co-operate in the transfer of plant operations. The Company agrees that employees will not be relieved of their duties until the expiration of this thirty-six (36) hour period and all employees required to work, shall be paid for the completion of their scheduled shifts during this thirty-six (36) hour period.
- 2.4 The Company and the Union agree that there shall be no discrimination or retaliation by the Company, the Union, or by individual employees, because of Union Membership or proper activities in connection therewith. Further, that there shall be no discrimination by the Union, the Company or by individual employees, against any employee for reasons listed below, or as stated in the Manitoba Human Rights Code and the Workplace Safety and Health Act.
- a. Ancestry, including colour and perceived race;
  - b. Nationality or national origin;
  - c. Ethnic background or origin;
  - d. Religion or creed, or religious belief, religious association or religious activity;
  - e. Age;
  - f. Sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
  - g. Gender-determined characteristics or circumstances other than those included in the previous clause;
  - h. Sexual orientation;

- i. Marital or family status;
  - j. Source of income;
  - k. Political belief, political association or political activity; or
  - l. Physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device. The Company and the Union agree that the workplace will be free of harassment. It is agreed that complaints of harassment will be dealt with as promptly and as confidentially as possible.
- 2.5 In the event of a dispute by another Union directly or indirectly involving the employees covered hereby, representatives of the Company and the Union shall immediately meet to discuss ways and means of dealing with the situations thus created and to keep all employees on the job.
- 2.6 The Company agrees to provide the Union with bulletin boards, one located in each control room and one each at the following locations: maintenance shop, shipping change house, security building, technical building, carpenter shop, and irrigation building for the purpose of posting Union notices and official papers. Postings and notices may also be sent via the Company email system. Notices will be posted by an Officer of the Union or their designee and will be subject to the approval of the Human Resources Leader, or his designee.
- 2.7 If an authorized Union Representative who is not employed by the Company wants to speak to local Union Representatives in regard to official Union business, he shall advise the Human Resources Leader, or his designate, who shall contact the local Union Representative so they may confer privately. These talks will, as far as possible, be pre-arranged and be subject to operational requirements.
- 2.8 The Union will furnish the Company with a list of Union Stewards and Union Committee Members within fourteen (14) calendar days of completion of their annual election and notify, in writing, within fourteen (14) calendar days of any changes which may occur during the year.

- 2.9 For the purposes of facilitating the contract negotiations process, the Company and Union agree to share future negotiation costs as follows:
- a. Facilities – 50% borne by each party. Prior to commencement of negotiations, parties shall agree on meeting arrangements.
  - b. Wages – To keep the employee whole, the Company agrees to pay lost time wages and applicable overtime for each day of active bargaining. The Union will be responsible (via Union buy-back process) to pay hourly wages incurred for preparation and planning for negotiations.

### ***Contracting Out***

- 2.10 In applying the below stated principles of contracting out work, the Company must take into consideration the current skills, flexibility, and equipment within the operation, the business case in contracting out the work, and the long term needs and effects of decisions made. The Company shall also consider all internal opportunities, including overtime, prior to contracting out any job.
- 2.11 Work that is normally done by bargaining unit employees on a regular basis will not normally be done by contractors. In the event that contractors are used to do work that would normally be done by bargaining unit members, bargaining unit members may be used to assist in the work being done and if bargaining unit employees are utilized in this capacity, they will be offered the opportunity to work the same hours.
- 2.12 Any work that is contracted out or scheduled to be contracted out must not cause a layoff or delay the recall of a qualified bargaining unit employee. The Company will advise the Union, in writing or by email, of non-emergency contracting work done at the Brandon Plant prior to commencement of such work. If the Union requests, The Company shall schedule a meeting to discuss the matter, such meeting shall be held promptly with the Contracting Out-Committee within two (2) regular day shifts.
- 2.13 In contracting out, no employee in the bargaining group will be displaced from the job he is doing.
- 2.14 In the event it is determined appropriate to contract out

work that involves specialized equipment or skills that are not readily available, a bargaining unit employee may be provided to assist.

Work that is part of a warranty program can be contracted out, however; the work when being done may, when practicable, include a bargaining unit employee to assist in post warranty work.

- 2.15 Work that is specialized and that is contracted out shall be reviewed with the Union via the Joint Training Committee to determine if it is feasible to undertake the training to bring into the plant the necessary skills or equipment to keep the work in the bargaining unit in the future.
- 2.16 The Company and the Union will maintain a standing list of contractors which can be used at any time provided the work they are performing falls within the guidelines of this Article. Contractors on this list shall ensure that all their employees have adequate training to safely perform the work for which they are contracted. The Contracting-Out Committee will be responsible for maintaining the standing list of contractors which will be published on the Koch Intranet.

## **ARTICLE 3 RIGHTS OF MANAGEMENT**

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- 3.1 Except as specifically modified by the provisions of this Agreement: The right to hire, promote, demote, discipline, coach, counsel, suspend or terminate for just and reasonable cause, layoff, and maintain the efficiency and discipline of the employees, and otherwise manage the plant and direct the workforce is vested exclusively in the Company.
- 3.2 The following are solely and exclusively the right of the Company. Management of the plant and operations, which include the rights to:
  - a. Plan;
  - b. Direct;
  - c. Secure and control plant operations;
  - d. Establish production schedules;
  - e. Methods;

- f. Processes;
- g. Quality;
- h. Quantity;
- i. Qualifications;
- j. Assignment of work;
- k. Transportation of products;
- l. Location of facilities;
- m. Improve production methods or facilities; and to
- n. Make and enforce Company rules to carry out the functions of management. The Company reserves all the rights, powers and authority customarily exercised by Management.

## **ARTICLE 4 HOURS OF WORK**

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### ***Definitions***

Day Worker	An employee who works eight (8) hours a day Monday to Friday.
Continuous Shift Worker	An employee or Production Trainee who is on a continuous Production schedule.
Non-Continuous Shift Worker	An employee that works a rotating eight (8) hour shift.
Base Rate	Is the hourly rate paid for a specific classification and does not include any premium or overtime pay (see Appendix B).
Emergency Requirement	Emergency Requirement is defined as any unexpected or unplanned situation where there is actual or risk of: <ul style="list-style-type: none"> <li>• Employee endangerment;</li> <li>• Damage to Company property;</li> <li>• Damage to the environment;</li> <li>• Loss of product (not loss of production);</li> </ul>

- Product contamination or loss of product quality; or
- Critical equipment breakdown.

Operational Requirement

Operational Requirement is defined as manning the plant for steady state operation. An employee is required to report to work in the event that another employee becomes sick, injured, failed to report to work, voluntary termination or has to leave unexpectedly due to unforeseen personal emergency.

Turnaround Requirement

Turnaround Requirement is defined as doing work in planned or unplanned turnarounds.

Voluntary Overtime

Voluntary Overtime is defined as work which is not an Emergency, Operational, or a Turnaround Requirement.

4.1 Eight (8) hours shall be a normal workday and five (5) eight (8) hour days shall be a normal workweek. The workweek begins at 0730 on a Sunday and ends at 0729 hours on the following Sunday. Because of the continuous nature of the operation, Saturdays and Sundays are workdays. The workday for each employee shall be twenty-four (24) consecutive hours beginning when he last reports for work.

For employees assigned to continuous shifts, the daily working hours shall be twelve (12) hours with weekly hours varying according to the shift schedule. The shifts shall be from 0600 hours to 1800 hours, and 1800 hours to 0600 hours.

Those employees who work continuous shifts will be required to eat their lunch while on the job and will receive pay as if they had worked the entire period. This lunch break will be taken within five (5) hours of the start of the shift.

4.2 The general pattern and style of achieving most Maintenance, Stores or Laboratory work on a day schedule will be maintained as presently practiced. Substantial change involving any crew or department in



the Maintenance, Stores or Laboratory workforce will only be instituted by mutual agreement between the Company and the Union.

Any new hires or anyone bidding into the Laboratory after July 1, 2002 may be required to work a more flexible work schedule to ensure safe and efficient operations of the plant(s).

The general pattern and style of achieving most Production work on a twelve (12) hour schedule will be maintained as presently practiced. Any change in this schedule will only be instituted by mutual agreement between the Company and the Union.

- 4.3 Proposed shift schedule changes may be submitted for study. The Company will allow up to three (3) weeks for study. The study will be conducted by an ad-hoc committee made up of Union and Company representatives. The ad-hoc committee will report their findings to the Labour Relations Committee within the next three (3) weeks. The Labour Relations Committee will make written recommendations as to whether or not to implement any proposed shift schedule changes.

- 4.4 The normal day for a day worker shall consist of eight (8) hours of employment beginning at 0730 hours and ending at 1530 hours with two (2) unscheduled twenty (20) minute paid meal breaks and no unpaid lunch break.

Wash up time will be included in the twenty (20) minute break, and employees will not be allowed to leave the plant site.

Break times will be flexible as required to maximize productivity and minimize plant downtime and will be designated by the supervisor in charge. The first meal break will be within five (5) hours of the start of the shift.

When a second shift is scheduled to relieve for a non-continuous shift worker, the shift will be from 1500 hours to 2300 hours. Afternoon shift differential will apply. Such employment shall be continuous and the employee so scheduled will be allowed a lunch break within five (5) hours of the start of the shift.

During periods of high shipments, the loading personnel in the Transportation unit may be assigned to follow the

continuous shift schedule.

- 4.5 Twelve (12) continuous hours is the maximum number of hours that an employee will be allowed to work except where lives are threatened or where there is danger of damage to Company property, or where the employee volunteers.

If an employee so elects, he may depart the plant premises after twelve (12) continuous hours of work, without prejudice to his status and dignity as an employee. Continuous shift workers are exempted.

For safety reasons, sixteen (16) hours in any twenty-four (24) hour period, is the maximum number of hours that an employee will be allowed to work, except where lives are threatened or where there is danger of damage to Company property. The only exception to this rule is if the employee volunteers with prior approval from the Plant Manager or his designate.

- 4.6 All employees must be at their workstation at the time designated by their schedule and ready to start work. When one Continuous Shift Worker has properly relieved the other Continuous Shift Worker at this designated time and has taken over the responsibility of the job, the relieved Continuous Shift Worker may leave. It shall be understood that each employee will have worked his full shift and no overtime will apply unless authorized by the Supervisor. Furthermore, this will not allow any presumption of a change of schedule.

Employees who will be absent from their shift for any reason will advise their supervisor prior to the commencement of their shift.

- 4.7 No Continuous Shift Worker shall leave his place of work at the end of the shift until his relief has reported to take on the responsibility of the position. If the relief does not report, the Continuous Shift Worker shall remain at his workstation until a substitute is secured or until released by his Supervisor. The Supervisor shall make a reasonable effort to find a substitute.

- 4.8 Shift starting time for all employees will be contingent on emergency or turnaround requirements and shall be designated by the Company. All changes in the existing shift starting times will be posted on the Company electronic

information system. Shift schedules for all employees other than day workers, will be shown on Appendix C, entitled "Shift Schedule". No shift starting time will be changed without prior discussion with the Union.

- 4.9 Whenever an employee's regular scheduled working hours are changed by the Company, he shall be paid at the overtime rate for the work performed during his first working shift following such change, unless notice of such change has been given to him by the Company not less than forty-eight (48) hours in advance of the new starting time. This rule also applies when an employee is returned to his regular shift.

Continuous shift workers will not be changed off their regular shifts more than once in a pay period, however, when being returned to their regular shift, Continuous shift workers will be paid overtime rate for their first working shift back.

A continuous shift worker regular schedule shift shall be that as depicted in Appendix "C", entitled Shift Schedule. This appendix is not a guarantee that an employee may not have a shift change during a pay period.

Work schedules are considered as the regular scheduled shift for each employee. It is not a guarantee that an employee may not have a shift change during a pay period. Any change will be forwarded via email to the employee and will confirm previous verbal instruction.

Scheduled turnaround will not require individual employee notices and a group notice will be posted at least two (2) weeks in advance of the actual scheduled turnaround date.

- 4.10 When an employee is transferred from his assigned schedule he will be notified verbally and/or via email.
- 4.11 The Company and the Union will jointly apply to the Director of Employment Standards for an exemption to the weekly day of rest provisions as per Article 47 of the Employment Standards Code. If an employee, upon five (5) days notice to their Supervisor, requests a day of rest, the employee will not be denied.
- 4.12 Nothing herein contained shall in any way be construed as a guarantee of full time employment.

- 4.13 If an employee gives a satisfactory explanation to his supervisor for arriving late at work, they will be allowed to go to work and be penalized as follows:
- a. Late between three (3) and fifteen (15) minutes shall be docked fifteen (15) minutes;
  - b. Late between fifteen (15) and thirty (30) minutes shall be docked one half (1/2) hours pay;
  - c. After one half (1/2) hour he shall be paid the time actually worked.

On the dates that the clock is changed from Standard Time to Daylight Saving Time and from Daylight Saving Time to Standard Time, the following will apply. All employees working on the shift affected will work the number of hours required until the clock, having been changed, shows the hour of the regular quitting time.

Employees will be paid for actual hours worked. Payment will be at the rate of two (2) times their base rate for any hour in excess of the regular scheduled shift for the employee.

If an employee's regular scheduled shift is shortened as a result of the time change he may elect to work the full length of the shift with payment at his base rate. Work may be found for him in other than his regular unit.

## **ARTICLE 5 OVERTIME AND PREMIUM RATES OF PAY**

---

### ***Definitions***

**Overtime Rate** For computation purposes, the overtime rate will be two (2) times the classification rate as shown on Appendix B, applicable to the particular employee during the overtime period. Any shift differential will not be included in the computation of the base rate of overtime.

**True Overtime Hours** Any hours worked by an employee in excess of eight (8) hours in a twenty four (24) hour period or for any hours worked outside an employee's regular scheduled

shift except for prearranged make up time. For employees assigned to work a twelve (12) hour shift schedule, any hours worked by an employee in excess of twelve (12) hours in a twenty-four (24) hour period or any hours worked by an employee in excess of eighty-four (84) hours in a two (2) week work period, or for any hours worked outside an employee's regular scheduled shift except for pre-arranged makeup time will qualify as true overtime.

Holdover	The time an employee works beyond the hours of his regular scheduled shift. The employee must be notified before leaving Company premises that he is required to work beyond his regular scheduled shift. If an employee is held over, he will be paid a minimum of one-half (1/2) hour at two (2) times his base rate.
Call-out	If an employee leaves the Company premises and is later required to return to work before his scheduled starting time, and does so, this is a call-out.
Scheduled Overtime	When an employee is notified that he is required to report for work at a designated time that will not run into his normal scheduled shifts he will be paid a minimum of three (3) hours at two (2) times his base rate.
Voluntary Overtime	Voluntary Overtime is defined as work which is not an Emergency, Operational, or Turnaround Requirement.
Early Reporting	An employee must be notified before he leaves the Company premises that he is required to report for work before his next scheduled starting time of his next shift. For all hours worked ahead of his scheduled starting time, the employee shall be paid the applicable overtime rate.
Base Rate	Is the hourly rate paid for a specific classification and does not include any

premium or overtime pay (see Appendix B).

- 5.1 Emergency and unplanned turnaround requirements of the plant for Maintenance and Production will be met by utilizing the following protocols:
- a. Maintenance: For callouts during the week, a standing list of qualified individuals with the required specified skill shall be made available to the Shift Supervisor. The list will be generated by the appropriate Maintenance Supervisor and shall be used as the guideline for the order in which senior qualified employees are called. If a Supervisor attempts to contact at least two (2) qualified employees from the list and is not successful or is refused by both, he may then designate a qualified employee. Verification of unsuccessful contacts will be provided to the Union upon request. If all qualified employees are unavailable, the Supervisor may then call a Company approved Contractor or any qualified employee (hourly or salaried) to provide the required assistance.
  - b. Production: If a Supervisor attempts to contact at least two (2) qualified employees and is not successful or refused by both, he may then designate a senior qualified employee. Verification of unsuccessful contacts will be provided to the Union upon request. If a qualified employee is not available, the Supervisor may then designate any qualified employee to provide the required assistance.
- 5.2 An employee will be permitted to make up time lost for reasons beyond his control or personal reasons, provided there is normal work available. This period of time will be considered to be part of his regular scheduled shift and if any emergency requirement should occur during this time requiring his services, there will be no overtime penalty except as applies to true overtime hours. The employee will contact his immediate supervisor during his next scheduled shift if he desires make up time. This lost time must be made up within ten (10) calendar days of the occurrence.
- 5.3 When an employee is called out for work outside his regular scheduled shift, after leaving Company premises, he shall receive a minimum of four (4) hours pay at two (2) times

the base rate. If he works more than four (4) hours he will receive the applicable overtime rate for actual hours worked, provided, however when an employee has been called out to work and such call-out continues until commencement of the employee's regular shift, the employee will be paid at the base rate for work performed during his regular shift. When an employee is called out, he will be advised, at the time of contact, of the specific work to be performed. However, if other emergency requirements arise, he may be assigned to such work in addition to the specified work for which he was called out.

- 5.4 An employee who reports for work on his regular scheduled shifts and then finds that his services are not needed due to conditions beyond the control of the Company, such as machine breakdown, lack of materials, inclement weather, force majeure, etc. shall receive three (3) hours pay at his base rate. If he works more than three (3) hours he will be paid for the actual hours worked.
- 5.5 Shift differential shall be paid to employees who work the following:
- a. Day Shift – scheduled to start work after 0600 hours - \$0.00/hour
  - b. Afternoon Shift – scheduled to start work after 1400 hours - \$0.75/hour
  - c. Night Shift – scheduled to start a twelve (12) hour night shift - \$1.50/hour
  - d. Continuous Production Shift - A shift differential shall be paid at \$0.75/hour for all hours worked by continuous shift workers.

Shift differential is not paid to regular day workers for call-out work or overtime accumulated before or after regular day shifts.

If an employee remains on the job and works the shift following his scheduled shift, his shift differential will be that of his scheduled shift.

- 5.6 When an employee is held over, or called in to report early for his scheduled shift, more than two (2) hours ahead of his scheduled starting time or after his scheduled quitting time, he will be provided one (1) hot meal. The time that this meal shall be taken shall be within five (5) hours of his

previous lunch period, provided it is known that the work to be performed will exceed two (2) hours. For each four (4) hour period of continuous overtime thereafter, he shall be permitted one (1) meal. When an employee is called out for work and the hours worked exceed four (4) hours, he will be entitled to one (1) hot meal. All employees, except employees on continuous shift, shall be allowed a fifteen (15) minute lunch period with pay for each meal for which he is entitled, during the overtime period.

There will be no pay or allowance in lieu of meals not taken or not eaten, under any circumstances.

Changes in the menu and/or vendor will only be done with a mutual agreement between the Company and Union.

- 5.7 For maintenance work that will extend past the normal hours of work and for extended duration jobs

The following assignment protocol will apply:

- a. The standing list of qualified individuals, with the specified skill required, shall be used as the guideline for the order in which senior qualified employees, if readily available, are asked if they wish to perform the work.
- b. If there are no qualified employees within the trade willing to perform the work, or if there are no Company approved Contractors available, the Company will then assign the work to any qualified employee (hourly or salaried) to provide the required assistance.
- c. It is further understood that if there are any questions or concerns regarding the assignment of work, they must be raised and rectified prior to the commencement of said work.

### ***Banked Time***

- 5.8 Employees who work overtime will have the option of being paid at the applicable overtime rates or accumulating banked time for the actual hours worked at straight time and be paid the applicable rate in excess of the straight time rate at the time it is earned. The Company reserves the right to limit accumulated time on either an individual or a crew basis, however, all employees will be allowed to bank at least eighty (80) hours. Banked time off may be cancelled at any time, with no notice, at the discretion



of the Company. Some examples where banked time off may not be allowed would include, but not be limited to, the following circumstances:

- a. Times of high backlog.
- b. When overtime is required as follows:
  - Emergency requirements;
  - Turnaround requirements;
  - Plant shutdowns, scheduled and unscheduled;
  - When the crew or unit is working overtime on required backlog work.
- c. During peak vacation times as follows:
  - June 15 through September long weekend;
  - December 15 through January 5th;
  - Easter;
  - Spring Break (one week) when training time is required.
- d. Accumulated banked time, in excess of eighty (80) hours, will be paid out annually by May 1st except in the last year of a Collective Agreement, where carryover will be limited to forty (40) hours.

The Company may, at its discretion, allow employees to carry over any number of banked hours past the May 1st deadline.

### ***Rest Time***

- 5.9 For day workers, normally eight (8) consecutive hours prior to the beginning of the day shift (0730 to 1530 hours) is considered rest time. Should the normal rest time for a day worker be infringed upon, the employee will be allowed equivalent time off for the actual hours worked, from his next scheduled shift only, on the next calendar day only, up to a maximum of four (4) hours, at the employee's base rate.

This time off will be taken either at the beginning or at the end of the employee's next scheduled shift at his preference. Should the Company, due to emergency and turnaround requirements, require the employee to work,

the employee will be paid two (2) times his base rate up to four (4) hours.

When a day worker volunteers or is assigned to work a twelve (12) hour night shift(s) for reasons of emergency requirement, turnaround requirement, or plant outages he will receive eight (8) hours of rest time at the employee's base rate at the end of the last shift, providing the last shift does not run into the weekend.

## **ARTICLE 6 CLASSIFICATION AND WAGE RATES**

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- 6.1 Job classifications of the employees covered by this Agreement, and hourly wage rates for each of these classifications are indicated on the attached Appendix B, entitled "Hourly Wage Rates – Job Classification Chart".
- 6.2 When an employee is required to work and assume the responsibility of a job in a classification that pays a higher rate than his assigned classification he shall be paid the higher rate for all hours worked in that higher classification. This provision does not apply during training.
- 6.3 When any employee is demoted and is required to work and assume the responsibility of a job in a classification that pays a lower rate than his assigned classification, he shall be paid the lower rate for all hours worked in that lower classification.

No employee may be demoted to a lower job classification or lower rate of pay due to circumstances beyond his control such as plant turnaround or temporary plant shutdown. In case of a unit shutting down, or a crew being reduced, the employees will retain their base rate of pay for the first forty (40) working days of the employee concerned. The employee will be notified in writing at the commencement of this forty (40) working days maintenance of rate period.

For employees assigned to work a twelve (12) hour shift schedule, in the event of a unit shutting down, the employee will retain his base rate of pay for the first twenty-eight (28) working days of the employee concerned. The employee will be notified in writing at the commencement of this twenty-eight (28) working days maintenance of rate

period.

Maintenance of rates will not apply to individuals being recalled from layoff after thirty (30) calendar days.

- 6.4 The wages due each employee shall be paid to him every second Thursday. If the regular payday falls on a holiday, the employee will be paid on the day preceding the holiday when practical to do so. All permanent employees' wages will be deposited into a financial institution of the employee's choice.

In the event there is an error in pay, the Company will correct this and issue a monetary settlement within three (3) business days.

- 6.5 As long as an employee is receiving the pay for the classification to which he is scheduled, he may be temporarily assigned to do any job for which he has been qualified, or for which no qualification is required. Preference will be exercised to keep the employee within his own unit or normal work area. Such assignments shall not be made as punitive measure.

- 6.6 As determined by the Area Supervisor, an individual who will be in a temporary classification for a time period of at least four (4) months, will receive the temporary rate of pay for Statutory Holiday, Vacation and Short-term Disability claims.

- 6.7 An operator on the same shift may be assigned to cover for a higher classification operator on the same shift when relief is required, without any penalties payable to more senior employees on other shifts, for vacation and training of no more than three (3) weeks; for sickness, injury, leave of absence, banked time/days or special projects, no more than one (1) week will apply.

## **ARTICLE 7 STATUTORY HOLIDAYS**

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- 7.1 The Company recognizes only the following holidays:
- New Year's Day;
  - Louis Riel Day;
  - Good Friday;

- Victoria Day;
- Canada Day;
- Civic Holiday (August);
- Labour Day;
- Thanksgiving Day;
- Remembrance Day;
- Christmas Day; and
- Boxing Day.

7.2 For day workers, and non-continuous shift workers, if any of the foregoing holidays occur on Sunday they will be observed the following Monday. If any of the foregoing holidays fall on a Saturday they will be observed on the preceding Friday. For continuous shift workers, the holidays will always be observed on the day it is proclaimed. All continuous shift workers will report for work if scheduled to do so on a Statutory Holiday and will be paid under the provisions of Article 7.4 of this section.

7.3 Each of the above holidays shall extend from 0001 hours on the morning of the holiday being observed to 2359 hours of the same day.

7.4 A day worker and non-continuous shift worker shall receive his regular scheduled shift pay at his permanent job classification rate (excluding shift differentials) for holidays specified in Article 7.1 and not worked, whether it falls on his scheduled day off or not. An employee who is temporarily working in a higher classification job will receive the higher rate provided he works the shift before and after the holiday (see Article 6.7).

A continuous shift employee shall receive two (2) times his regular scheduled shift pay at his base rate (excluding shift differentials) for holidays specified in Article 7.1, which is worked. An employee who is temporarily working in a higher classification job will receive the higher rate provided he works the shift before and after the holiday (see Article 6.7).

7.5 A day worker who is required to work on the above-mentioned holiday during his normal work week shall receive two (2) times his base rate of pay plus the eight

(8) hour statutory holiday pay. Such premium pay shall not be used to offset payment of true overtime hours worked as it applied to eight (8) within twenty-four (24) hours.

A day worker and non-continuous shift worker who work a minimum of four (4) hours on the above mentioned holiday shall be entitled to a day off without pay. This day will be taken at a time mutually agreeable to the employee and the Company within thirty (30) calendar days.

- 7.6 In order to qualify for pay on a holiday not worked, a permanent or probationary employee must have worked his scheduled shift on the day prior to the holiday and his scheduled shift on the next scheduled day following the holiday, unless he has an excused absence.
- 7.7 Any employee who is scheduled to work on the foregoing holidays and who fails to report for work, shall forfeit any compensation thereof.

### ***Floating Holidays***

- 7.8 As compensation for statutory holidays, all continuous shift workers will receive eleven (11) floating holidays every vacation year. There will be no statutory time directly assigned to the actual statutory holidays as employees statutory holiday time will be accounted for by the use of floating holidays. Applicable overtime will continue to be paid for all hours worked during a statutory holiday.
- 7.9 All floating holidays will be governed by the following:
- a. These floating holidays may be taken at a time mutually agreeable to the employee and the Company.
  - b. All floating holidays will be scheduled in advance so they can be included in the published monthly schedule and will only be granted after that time on an exceptional basis. Once a floating holiday has been made part of the schedule, this floating holiday will only be changed with the mutual consent of the employee. Floating holidays can be booked by qualifying employees within a group structure by utilizing the same procedure as used in the Vacation Booking Protocol (see Article 8).
- 7.10 The ability to schedule floating holidays will be limited due to the following circumstances:

- a. Floating holidays will be limited during the following times:
    - Times of excessive monthly overtime (15% plus hours) in the employees department or crew;
    - Emergency requirements;
    - During turnarounds; and
  - b. During peak vacation times as follows:
    - June 15 through September long weekend; and
    - December 15 through January 5.
- 7.11 Employees may utilize floating holidays as part of their annual vacation booking during peak periods if the floating holiday is utilized to cover a statutory holiday which occurs during an employee's vacation booking.
- 7.12 The number of floating holidays granted per year will not vary based on the number of statutory holidays worked.
- 7.13 Employees that become a continuous shift worker after May 1st of any year will receive a prorated number of floating holidays based on the number of statutory holidays remaining in the vacation year in accordance with Article 7.1.
- 7.14 Floating holidays shall not be cumulative from year to year. Any floating holidays not utilized by April 30th will be paid out at the employee's base rate of pay.
- 7.15 Employees may request floating holidays, which have been accrued during the vacation year, be paid out at any time.

## **ARTICLE 8 VACATIONS**

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### ***Vacation Accrual Schedule***

<b>Completed Years of Continuous Service</b>	<b>Number of Vacation Days as of May 1st</b>
<1 year	1 day per month, up to 10 days (80 hours)
1 year	2 weeks (80 hours)
3 years	3 weeks (120 hours)
10 years	4 weeks (160 hours)
20 years	5 weeks (200 hours)

## 8.1 Length of Vacation:

- a. An employee who has completed less than one (1) year of service on the 30th of April, shall be allowed one (1) day of vacation with pay, for each complete month of continuous service, up to a maximum of ten (10) days. An employee on the twelve (12) hour shift schedule will receive eight (8) hours vacation with pay for each complete month up to a maximum of eighty (80) hours.
- b. An employee who has completed at least one (1) year of continuous service shall be allowed two (2) weeks vacation with pay. An employee on the twelve (12) hour shift schedule will receive eighty (80) hours vacation with pay.
- c. An employee who has completed at least three (3) years of continuous service shall be allowed three (3) weeks vacation with pay. An employee on the twelve (12) hour shift schedule will receive one hundred and twenty (120) hours vacation with pay.
- d. An employee who has completed at least ten (10) years of continuous service shall be allowed four (4) weeks vacation with pay. An employee on the twelve (12) hour shift schedule will receive one hundred and sixty (160) hours vacation with pay.
- e. An employee who has completed at least twenty (20) years of continuous service shall be allowed five (5) weeks vacation with pay. An employee on the twelve (12) hour shift schedule will receive two hundred (200) hours vacation with pay.
- f. Vacation accrual will begin once an employee moves into a full time position. All continuous employment, including that of a casual employee who becomes permanent without a period of separation from the Company, will be used for vacation accrual.

### ***Vacation Booking Protocols***

- 8.2 Vacation shall be booked during the calendar year to qualified employees within a group structure, according to plant seniority and will change on a rotational basis from year to year. New employees will be placed at the bottom of a group in which there has been a displacement

relative to their job. Groups will be structured as follows in Articles 8.3 and 8.4:

### 8.3 Day Workers:

- One employee, in any group which has five (5) employees, will be allowed a three (3) week overlap;
- One employee, in any group which has four (4) employees will be allowed a two (2) week overlap;
- Only one employee, in any group which has three (3) employees or less will be granted vacation at any given time.

A vacation booking form will be issued to all supervision prior to February 1st of each year to obtain the employee's written request for vacation.

All vacations must be booked before April 1st of each year and must be approved by the Company before May 1st.

### 8.4 Production:

- a. Vacation booking sheets will be issued to the employees by February 1st for the booking of vacation requests.
- b. Vacation requests are to be filled in on the request sheet and returned to the Production Analyst by March 1st.
- c. Vacation requests will be assigned by order of seniority within each position. (i.e. the operator with the most plant seniority amongst the Panel Operators will get first choice for vacation in the upcoming year. This person will then go to the bottom of the list the following year and the person who had 2nd choice will now have 1st choice). The trainees, whether filling a position or not within the units, will be grouped into the lowest position and have their choices in order of seniority amongst that group.
- d. The number of individuals allowed away at one time will vary depending on the level of training and number of people available for coverage.
- e. All operating units, if coverage is available, will adhere to the following protocol:



- One (1) individual per position away at one time, other employees may be allowed if coverage is available.
- Production Analyst will have vacation requests and applicable overtime incorporated into the area monthly schedules by March 14th.
- Overtime to be scheduled to the on-call operator for the position involved.
- Area production operators will have until March 25th to review the preliminary schedule and let the Production Analyst know of their inability to work certain overtime shifts. It is the responsibility of the operator to communicate his inability to work certain shifts to the Production Analyst by March 25th.
- The Production Analyst shall maintain a list of operators, on a sign up sheet, who have volunteered to accept the on-call status during vacation allotment request time periods that might not otherwise have been covered under the normal vacation application. This volunteer list shall be used exclusively for the opportunity to allow more operators vacation entitlement and shall be done strictly on a volunteer basis.
- Scheduled overtime, not accepted, will then be opened up to qualified volunteers until April 10th.
- Shifts not covered by the above three processes will result in the vacation requests being declined.
- Operators with vacation requests that have been declined because of lack of coverage will be notified by April 15th. They have until April 25th to find an alternate vacation time and a qualified/available operator to cover their new vacation window. It remains the operator's responsibility to inform the Production Analyst of such arrangements by April 25th.
- Vacation not covered by the above steps will result in vacation requests not being approved.
- The Production Analyst will publish the approved vacation requests via e-mail to all involved by May 1st.

- f. Vacation requests for any vacation after the annual request sheet process mentioned above has been approved and published will be handled as follows:
- Vacation requests will be forwarded to the Production Analyst at least five (5) weeks in advance.
  - The on-call operator, if required, will be scheduled to cover the shift(s).
  - Schedule will be posted and affected operator notified at least four (4) weeks in advance.
  - Affected operators must notify Production Analyst at least two (2) weeks in advance of inability to work overtime. Silence is acceptance of the schedule drafted.
  - If the on-call operator is unable to cover the scheduled overtime, it will be up to the individual requesting the vacation to arrange alternate coverage.
  - Requests less than four (4) weeks in advance, which will result in scheduled overtime coverage, will be the responsibility of the requestor to arrange suitable coverage.
- g. Deviations from the above shall be considered by mutual consent.
- h. The anniversary date for vacations shall be May 1st of each year.
- i. The vacations of the Company staff will have no bearing on the hourly paid employees' vacation except where such employee may act as a temporary supervisor.
- j. After final approval and publication, a vacation change can only be made by mutual consent.
- k. A vacation may be split. Vacations shall not be taken in units of less than one (1) day or, twelve (12) hours for a continuous shift worker. There will be, however, a three (3) week limit for vacations taken during the prime time of July and August unless all other employees in that group have no objections.
- l. When booking vacation, the employee will choose one of two options:

- They may book vacations in units of twelve (12) hours. This would generate eighty (80) hours of regular time, and four (4) hours of overtime during the pay period; or
  - They may book one (1) vacation day during a pay period in a unit of eight (8) hours. This would generate eighty (80) hours of regular time during a pay period.
- m. It is agreed that no continuous shift worker will be required to work overtime during the Christmas season to cover another individual's vacation. For the purposes of this paragraph, the Christmas season will be assumed to be December 23rd through December 28th. Vacations during this period will only be granted if mutually acceptable arrangements can be made between all parties involved. Applicable rates will be paid to those who agree to work during this period.

### ***Vacation Pay***

- 8.5 An employee shall receive an amount equal to forty (40) hours' pay at his base rate for each week of vacation to which he is entitled. An employee who has completed twenty-five (25) calendar days in a job bid position will receive the rate of that position for his vacation pay.

Vacation pay will be requested on the applicable form for the length of vacation to be taken.

### ***General Vacation Guidelines***

- 8.6 Vacations shall not be cumulative from year to year.
- 8.7 In order to facilitate arrangements for employees contemplating a long vacation, the following will apply. If otherwise entitled, any employee must take as vacation two (2) weeks of vacation. If otherwise entitled to more than two (2) weeks vacation, an employee may opt to carry over two (2) weeks of his vacation for the purpose of an extended vacation. Any employee exercising this option may carry over a maximum of two weeks vacation leave in the succeeding year with his Department Leader's approval. The timing of such vacation would be dependent on the Vacation Booking Protocol.

If the employee gives the Company at least three (3) month's notice of his intention to take this equivalent vacation leave,

once approved and published on the Vacation Schedule, such leave will not be revoked. If the employee cancels the extended vacation all vacation carried over for that purpose will be immediately paid out.

- 8.8 In the absence of an objection from the Company or the Union, a vacation may be postponed or rescheduled for a later date in case of sickness occurring prior to the scheduled date, but no allowance will be made for sickness occurring during a vacation. Should an individual qualify for Short-term Disability insurance due to injury, the remaining amount of vacation may be cancelled and rescheduled.
- 8.9 On termination of employment (see Article 6.7):
- An employee eligible for two (2) weeks vacation will receive an amount equal to four percent (4%) of wages;
  - An employee eligible for three (3) weeks vacation will receive an amount equal to six percent (6%) of wages;
  - An employee eligible for four (4) weeks vacation will receive an amount equal to eight percent (8%) of wages; and
  - An employee eligible for five (5) weeks vacation will receive an amount equal to ten percent (10%) of wages.

### ***Vacation Starting Time***

- 8.10 An employee's vacation will start at the end of his last regular scheduled shift and end at the start of his first regular scheduled shift after his vacation. However, the employee may remain at work, or be called to work if he does not object. It is further agreed upon that once an employee has approved and scheduled vacation, they will not be allowed to work unless it is an emergency requirement and is mutually agreed upon by the Company and the employee.

## **ARTICLE 9 CORRECTIVE ACTION**

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- 9.1 The Company will not terminate a permanent employee without just and reasonable cause. At least one (1), written

reprimand must be given to the employee, with a copy to the Union, for any infraction with the exception that if he is in violation of the Company's rules that are cause for immediate dismissal.

A Constructive Guidance will not be considered corrective action for the purposes of this Article.

- 9.2 The Company and Union agree to ensure due diligence in its investigation of all incidents and will proceed on its investigation without undue delay. All corrective action issued by the Company to an employee must be issued within three (3) working days of the completed investigation into the incident. Copies of all written reprimands, constructive guidance's and commendations will be made available to the Union Chief Shop Steward, to be delivered through the plant mail, on the same day of issuing.
- 9.3 Copies of all reprimands, suspensions, and termination notices will be provided to the employee and the Union during the disciplinary meeting.
- 9.4 At the time of termination, a Union Steward will be notified and permitted a private interview with the affected employee, unless by having the employee remain on site, such interview constitutes a danger to the plant, equipment, or personnel. In the event the affected employee will not be permitted to remain on site, the Company agrees to allow a steward on site, the required time to interview the affected employee off of the site.
- 9.5 When a meeting is required between the Company and the employee for the purpose of issuing any corrective action or termination, a Union Steward must be present. A Union Steward will also be present at the point in an investigation when the Company realizes corrective action will be taken against an employee. It is understood that the Company, Union and employees will cooperate in the disclosure of all facts in relation to a grievance.
- 9.6 All copies of reprimands will remain in effect in the individual's employee file for periods as stipulated below:
- Time period 1 Reprimand – 18 months
  - Time period 2 Reprimand – 24 months
  - Time period 3 Reprimand – 36 months

At the expiration of the periods stipulated above, no reference to the reprimand shall be raised or used by the Company in determining or applying any future discipline.

The Company and the Union agree that the above stipulated time periods shall not be considered as a progressive sequence or process, time periods applied in conjunction with a reprimand shall be determined by the nature of the incident and the severity of the reprimand imposed.

9.7 When a permanent employee is suspended for more than eighty (80) hours or terminated, the Union may, within one (1) week of notice of such suspension or termination, invoke this clause and the employee will be reinstated until any such grievance or arbitration process is resolved. The following are examples, however, but not all inclusive of, situations where this request will not be granted:

- Fighting on Company time and/or premises;
- Theft and fraud on Company time and/or premises;
- Insubordination or concerted refusal to perform assigned work;
- Circumstances presenting a danger to the safety of employees or equipment in the plant;
- Possession of firearms or weapons on Company time and/or premises;
- Wilful endangerment to Company property or employees;
- Possession of illegal narcotics; or
- Personal threats to other employees or management.

Should the employee be reinstated, he may be reassigned to other duties at the discretion of the Company, but in conjunction with the Union, at the applicable rate of pay. At no time will this rate of pay be lower than the "L" rate. Should an employee who is reinstated under this Article, violate Company rules or perform their job in a substandard manner, the Company may terminate. Should this occur, the employee would have no opportunity for reinstatement under this Article.

Any penalty or variation of penalty which is upheld by the arbitrator shall be served by the employee after the date on which the arbitration award was received by the parties.

- 9.8 Terminated employees must complete a Clearance Certificate with their immediate supervisor prior to departing from the plant.
- 9.9 Paycheques, accrued vacation pay, Record of Employment and all other monies due to an employee upon termination of employment, will be made ready by the Company within five (5) business days after the last day actually worked, and upon request, shall be mailed to a designated address.

## **ARTICLE 10 VOLUNTARY TERMINATION**

- 10.1 Employees may terminate their employment with the Company by giving a minimum of:
  - a. Employees with less than one year of employment must provide one week of notice;
  - b. Employees with more than one year of employment must provide two weeks of notice.
- 10.2 Employees voluntarily terminating their employment must complete a Clearance Certificate with their immediate supervisor prior to departing the plant.
- 10.3 Paycheques, accrued vacation pay, Record of Employment and all other monies due to an employee upon termination of employment, will be made ready by the Company within five (5) calendar days of the last day actually worked, and upon request, shall be mailed to a designated address.

## **ARTICLE 11 FITNESS FOR DUTY**

- 11.1 Each new permanent employee will submit to a physical examination by a medical practitioner designated by the Company at Company expense. Such examination will be confirmed within seven (7) working days of the start of employment, and will be conducted during the employee's probationary period.

- 11.2 If so requested by the Company, in conjunction with the Union, any employee may be required at any time to submit to a physical examination and submit an examination certificate from a medical practitioner designated by the Company. The reason for such a request shall be given to the employee in writing. The examination is to be on Company time and at the employee's base rate.
- 11.3 To continue to be compliant with the "duty to be accommodated" the Company will endeavor to find employment which is suitable or can be modified for any employee who becomes temporarily or permanently unable to perform his regular work due to age, disease, accident, sickness or other circumstances or state of being as recognized by either the Human Rights Code of Manitoba and/or the Manitoba Workers Compensation Act. Plant seniority will determine competing claims for specific positions. By mutual consent the affected employee may be placed disregarding the seniority provisions of the contract, except that the affected employee may not be assigned to a position permanently occupied by another employee.
- 11.4 Employees who are habitually absent from work due to a non-occupational illness or physical impairment shall, at the request of the Company, furnish proof of such illness by an accredited medical practitioner before they return to work.
- 11.5 In the event of a controversy arising from the decision of the medical practitioner selected by the Company, the Union may select a medical practitioner to make an examination of the employee at their expense, and in the event of a difference of opinion on the part of the two (2) medical practitioners, the two medical practitioners shall mutually select a member of the medical profession to reexamine the employee and the decision of the majority shall govern. Expenses of the third medical practitioner shall be paid in equal proportion by the Company and the Union.
- 11.6 When an employee is required to leave his job to visit the medical practitioner regarding treatment for an industrial accident new or old, that has occurred during employment with the Company, he will be paid his straight time base rate for time lost that scheduled day, provided, however, that lost time is not covered by Workers Compensation Act, does not exceed eight (8) hours, and provided, he



makes arrangement with his supervisor for the visit to the medical practitioner. The Company may make or confirm the appointment with the medical practitioner. Employees are normally expected to attend such appointments outside normal working hours. Such employee will be paid one (1) hour at his base rate, which will not be counted as work time.

- 11.7 An individual will not be terminated while on Workers Compensation if such termination will contravene any aspect of the Human Rights Code of Manitoba or the Manitoba Workers Compensation Act, specifically but not exclusively, the Obligation to Re-employ, Section 49.3(3).
- 11.8 When an employee is unable to return to work due to compensable injury, in accordance with Article 11.3 and 11.7, the following will take place. The employee will be terminated. They will continue to receive health benefits as provided for within this agreement, at the Company's cost, for a period of two years (24 months) from the time of termination. He will also receive a paid life insurance policy for five thousand dollars (\$5,000.00) that will continue in force for his lifetime. The Company will have no other obligation other than those stated above and those outlined in the Pension Plan Document.

## **ARTICLE 12 SAFETY AND HEALTH AND ENVIRONMENT**

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- 12.1 The Company and the Union mutually agree to co-operate in attaining a high standard of safety, health and environmental practices, in order to prevent occupational and non-occupational injuries and illnesses. The Company and the Union mutually agree to continue to develop and provide information to the Workplace Safety and Health Committee and the employees of measures and precautions to be taken regarding known hazardous substances and installations of new equipment.
- 12.2 The Safety Department, after thorough investigation, will determine the extent and nature of all safety and fire equipment that may be necessary for the safe performance of work.
- 12.3 The Workplace Safety and Health Committee shall meet

bi-monthly and will be composed of a minimum of eight (8) members with equal representation from the Union and the Company. This committee will review Safety and Health concerns as may be required and make recommendations to improve the Safety and Health program.

An inspection committee composed of one (1) Union committee member, the Safety Manager, and the area supervisor of the area to be inspected, will make area inspections monthly. The Company shall pay members of this committee at the applicable rate while performing services in connection with the inspection and meeting.

A Company Safety Committee member and a Union Safety Committee member will inspect any new work process or equipment together and return safety recommendations to the Workplace Safety and Health Committee.

Members of the Workplace Safety and Health Committee will be granted, subject to emergency and turnaround requirements, up to twenty four (24) hours Company paid educational leave to attend Workplace Safety and Health Committee approved schools and seminars.

- 12.4 Employees who require prescription safety glasses will be provided with them at Company expense. The Company will provide prescription safety glasses to those employees who require them. A current prescription form must be completed for each new set of glasses. Vision changes and new prescription forms will authorize new safety glasses regardless of the time lapse. Safety glasses damaged or destroyed in the performance of work, will be replaced by the Company. Safety glasses lost will be replaced at the expense of the employee. Employees' prescription safety glasses will become the personal property of the employee upon his termination. Prescription safety glasses will be charged to an employee upon his voluntary termination if he leaves the employ of the Company within one (1) month from the date of the requisition for safety glasses, which was made on his behalf. This does not apply to safety glasses broken or lost while at work for the Company on Company premises.

The Eye Protection Safety Program will permit the following:

- An open choice of consultation to any Ophthalmologist

or Doctor of Optometry properly registered in the Dominion of Canada, in order to furnish the Company with proper prescription or specification for lens preparation;

- All frames for safety glasses must be CSA approved;
- The Company will pay for all employee eye examinations;
- A choice of spatulas, within CSA specifications, shall be permitted for comfort in wearing his safety glasses;
- A choice of two (2) colours of frames shall be permitted each employee;
- Because of impact hazard, choices of nose mounts for the glasses shall be designated by the Company;
- Eye glass prescription filling and fitting, paid for by the Company, and worn for the purpose of work, shall be obtained at a Company designated optician.

- 12.5 All employees must wear CSA approved safety footwear at all times when in the plant area. The Company will supply leather safety footwear on a “need” basis. Employees are responsible for maintaining these shoes in good condition. Violations of this requirement will be considered as a violation of the Company safety program.

The Company will provide gloves on a “need” basis. The employees are responsible for keeping gloves in as good condition as is possible and will keep these gloves on the plant site. The Company and Union agree to monitor and address any problems that may arise.

- 12.6 Safety meetings will be held at least once per month by each supervisor for his work group. All personnel in these groups are required to attend. The programs shall be coordinated by the Safety Leader, but prepared and directed by the individual supervisor concerned. The program shall be designed to promote safety education and to utilize plant safety experience as a further educational guide. Employees assigned to work a twelve (12) hour shift schedule will attend Safety meetings on the employees

scheduled hours off, if necessary, at two (2) times their base rate of pay.

- 12.7 No employee shall be required to perform services that endanger his physical safety beyond normal requirements of his job and his refusal to do so shall not constitute a basis for termination or any other corrective action, if he gives his reason for refusing.

In all cases of refusal, an immediate conference with the Safety Leader, official Union Representative, worker involved and supervisor shall be held to determine whether or not an unduly hazardous condition does exist, and if so, what can be done. If a mutual agreement cannot be reached among the parties, then the Workplace Safety and Health Committee will be called together for consultations and direction. If the condition remains unresolved the Workplace Safety and Health Committee will report the condition to a Provincial Workplace Safety and Health Officer under the provision of the Manitoba Workplace Safety and Health Act, who will assist the Workplace Safety and Health Committee to resolve the issue.

- 12.8 All employees must wear the safety equipment specified in the Company Safety Procedures. Failure to do so will constitute a violation of these procedures. Employees will be given access to the Company Safety Codes.

### ***Emergency Response***

- 12.9 Employees who have been designated to serve on the Koch Emergency Services Crew will receive at least forty-eight (48) hours of Koch Emergency Services Crew training per calendar year on their regular scheduled hours off if necessary, at two (2) times their base rate of pay. Persons who are used as Temporary Production Supervisors must attend fire and rescue practices. All employees designated by the Company will be required to serve on the Koch Emergency Services Crew and are subject to call-outs. In the event of call-outs pertaining to Fire and Rescue, all employees on duty will be paid two (2) times "A" rate for each hour worked with a minimum of one (1) hour.

When there is no call-out for an in plant emergency situation, all employees responding will receive "A" rate for each hour worked during the emergency.

Each member of the Koch Emergency Services Crew will

receive one of the following bonuses provided the member meets the applicable criteria as stated below:

- a. Ten (\$10.00) dollars for responding to a fire alarm at the plant other than for a false alarm in which case no bonus will apply;
- b. Thirty (\$30.00) dollars if actually conducting fire suppression or rescue during an emergency;
- c. Sixty (\$60.00) dollars if called out for active duty.

In the event the Company cancels a previously scheduled fire practice with less than forty-eight (48) hours notice, Emergency Response Team members who were available to attend shall receive four (4) hours pay at two (2) times their base rate.

- 12.10 When the Koch Emergency Services Crew are actively responding to an emergency call each member will then be covered by Accidental Death Insurance for the sum of fifty thousand (\$50,000.00) dollars, in addition to all existing insurance provided by the Company.
- 12.11 For any Rescue Ranger crew member who is called to perform specialized Rescue Ranger equipment set ups and take downs, and during Rescue Ranger training, they will receive "A" rate.
- 12.12 When a Koch Emergency Services Crew are actively responding to an emergency call that results in a critical incident (serious injury or death) the Company will provide Critical Incident Stress Debriefing for all employees affected by the incident within forty-eight (48) hours. Any employee, who is witness to serious injury or death, will also receive Critical Incident Stress Debriefing.
- 12.13 It is agreed that the Company is committed to utilizing our own Rescue Ranger team as much as practicable. It is agreed that utilizing the Koch Rescue Ranger team for rescue jobs is economical and allows the team to build experience in different situations. The Company agrees to monitor the schedule and to utilize the Rescue Rangers whenever practicable and in doing so provide overtime opportunities to the team members if required to achieve this. It is furthermore agreed that no language in this article will be a guarantee of overtime.

The company further agrees to provide additional training

to the team and to expand the team membership during the life of this agreement.

### ***Accident/Incident Investigations***

- 12.14 An employee involved in an accident or incident will be involved in the subsequent Accident or Incident Investigations. The Union will have safety investigation trained representation at all Accident and/or Incident Investigations.
- 12.15 This does not preclude the potential for the administering of corrective action from information gathered by the Company during the investigation referred to in Article 9.2 under Corrective Action, but any information gained during the Accident or Incident Investigation shall not result in any discipline to the parties involved.

## **ARTICLE 13 LEAVE OF ABSENCE**

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- 13.1 All leaves of absence must be requested in writing on a form provided by Human Resources and must be approved by the Department Leader and the Human Resources Leader. No leaves of absence will be granted in any other manner. Leaves of absence for Union business may be requested on a single leave of absence form.
- 13.2 Any leave of absence granted by the Company will relieve the employee of all obligations to the on-call provisions.

### ***Family Leaves***

- 13.3 A family leave of absence, made necessary by an emergency in the immediate family of an employee, will be granted upon written request from the employee and approval by the Company.

An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid leave each calendar year, but only to the extent that the leave is necessary:

- a. For the health of the employee; or
  - b. For the employee to meet the responsibilities in relation to a family member.
- 13.4 A family member is defined as:

- a. Spouse or common-law partner of the employee;
- b. Child of the employee or a child of the employee's spouse or common-law partner;
- c. Parent of the employee or a spouse or common-law partner of the parent and;
- d. Any other person who is defined as a brother, sister, step-brother, stepsister, uncle, aunt, nephew, niece, grandchild or grand-parent of the employee or the employee's spouse or common-law partner, a current or former foster child, ward or guardian of the employee or the employee's spouse or common-law partner or any other person whom the employee considers to be a close relative.

An employee wishing to take a personal leave must give the Company as much notice as is reasonable and practicable under the circumstances. The Company may require the employee to provide reasonable verification of the necessity of the leave.

A personal leave taken for part of a day counts as a full day.

### ***Personal Leaves***

- 13.5 Personal leaves of absence will be granted when, in the opinion of the Company, such leaves do not result in undue interference with the normal operations of the plant. The Company will notify the employee of the length and conditions of the leave granted. The Company will not grant a work leave of absence.

### ***Union Leaves***

- 13.6 Union leaves of absence without pay to attend Union meetings and annual conventions aggregating not more than thirty (30) calendar days per calendar year, per person, will be granted during the period of this Agreement, upon at least one (1) week notice to the Company. No more than six (6) employees will be granted simultaneous leaves under this provision. Simultaneous leaves will not be granted if they would disrupt any of the plants operations.
- 13.7 The Company may grant a leave of absence, without pay, to two (2) employees for the purpose of engaging in Union business off the Company property. Such leave

must be requested, in writing, by the employee and the Union, giving at least one (1) week notice. Such leave of absence request shall include the start date of the leave and shall include the duration of this said leave which shall not extend beyond the life of this Agreement.

### ***Bereavement Leave***

- 13.8 In the event of the death of a member of an employee's immediate family, the employee will be granted five (5) consecutive calendar days off with no loss of pay at his base rate provided, however, that the employee take the time off commencing no later than the date of the funeral. An employee may apply for, and may be granted additional time off work, without pay. Such payment of time shall not apply to employees while on vacation, lay-off or leave of absence.
- 13.9 The immediate family of an employee shall include: father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandchildren. One (1) day with pay will be granted to the employee in the event of the death of the employee's or spouse's grandparents, to be taken on the date of the funeral.

### ***Jury Duty***

- 13.10 Should an employee be required to report for jury duty on his regular work day and produces a satisfactory statement that he did so report, he will be paid the difference between eight (8) hours pay at his base rate and the jury duty pay received by him for that day. For an employee assigned to work a twelve (12) hour shift schedule the difference will be between twelve (12) hours pay at his base rate and the jury duty pay received by him for that day.

## **ARTICLE 14 SENIORITY**

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- 14.1 The parties recognize that job opportunities and security should increase in proportion to length of service. It is, therefore, agreed that in all cases, job training, vacancies, promotions, transfers, layoffs, employees shall be entitled to preference according to their length of service. In recognition of the responsibility of the Company for the efficient operation of the plant, it is agreed that in all such



cases the Company shall have the right to pass over an employee if the employee is not qualified to fill the normal requirements of the job. The Union will be notified before the job is filled.

14.2 There shall be two types of seniority:

- a. Job seniority; and
- b. Plant seniority.

14.3 Job Seniority is the length of continuous service in one of the permanent job classifications within a specific line of progression. Job seniority begins when an employee is permanently assigned to one of these classifications. Job seniority is not transferable between units.

Plant Seniority is the length of continuous service as a permanent employee or an apprentice at the Company's plant at Brandon, Manitoba.

Former Employees – Any former employees who are re-hired into the bargaining unit within two (2) years of termination of employment from the Company, shall retain their original service for the purposes of vacation and pension entitlement, provided they do not exit the Union pension plan, but not for seniority with the Company. Former employee may not take vacation entitlement until after he has worked a calendar year.

14.4 A permanent employee shall maintain his job seniority and plant seniority:

- a. During layoff up to twelve (12) months;
- b. During authorized leave of absence; and
- c. Up to one hundred and eighty (180) days if an employee is transferred out of the bargaining unit, but remains an employee of Koch Fertilizer Canada, ULC.

14.5 A permanent employee shall lose his job seniority and plant seniority:

- a. If the employee quits voluntarily;
- b. If the employee is terminated for just and reasonable cause;
- c. If the employee is laid off and fails to return to work

within seven (7) calendar days after he has been notified to do so by the Company by utilizing registered mail, unless he gives a reason satisfactory to the Company for such failure to return to work;

d. After expiry of the time provisions in 14.4 (a) and (c); or

e. Upon retirement.

14.6 Layoff from the plant will be from the casual group, followed by the "L" classification, governed only by plant seniority. In the event of a reduction in any crew, unit or department, the employees will be demoted in the reverse order of the line of normal progression as shown on Appendix A to the "L" classification, job seniority deciding. First demoted from a crew will be apprentices. "L" classification employees are not considered attached to any crew, unit or department, but form a plant-wide labour pool. Any job seniority in a higher classification will always be deemed senior to any seniority in a lower classification, within the same unit.

14.7 The Union shall be given notice of the layoffs in writing prior to notification to the employees affected. All permanent employees shall be given notice or wage in lieu of notice according to the Employment Standards Code.

14.8 Recall to work after layoff will normally be governed by plant seniority, and recall will normally be to the "L" classification. Re-manning of the crews will be along the normal lines of progression within that unit, job seniority being the deciding factor.

14.9 All employees recalled shall be given seventy-two (72) hours after delivery of written notification via registered mail from the Company of the requirement to return to work. If they do not reply within this time limit, they will be terminated. After notification and confirmation, failure to report to work within seven (7) calendar days shall automatically terminate an employee's seniority, unless he gives a reason satisfactory to the Company for such failure to return to work. Notification shall be to the employee's last known address.

14.10 Each employee will keep the Company informed of his current address and telephone number.

14.11 A permanent employee is any employee permanently

assigned to an "L" classification or higher and has completed the probationary requirements outlined in Article 14.12.

- 14.12 Any employee hired into a permanent position will serve a one hundred and twenty (120) calendar day probationary period.

A probationary period may be extended by mutual agreement between the Company and the Union. Any such extension must be presented to the employee, in writing, at least seven (7) calendar days prior to the completion date of the employee's probationary period. This extension must be for a specified period of time.

- 14.13 When a vacancy occurs in an existing classification and there are no qualified employees available for promotion from the next lower classification in the normal line of progression in which the vacancy exists, the Company will make the vacancy available to employees by a bid notice on the bulletin board. The bid notice will show the job title, rate of pay and qualifications required to fill the vacancy. Such notice will be posted for five (5) days on all Company bulletin boards excluding Saturday, Sunday and holidays and all employees desiring to bid will sign a sealed bid to present this to Human Resources. All bids must be turned into the Human Resources during the time of the bid posting. Any employee who is unavailable for the bid because of absence due to illness, scheduled days off or vacation must be contacted by Human Resources prior to the closing of the bid to ascertain if they wish to submit a written bid. These bids must be submitted within forty-eight (48) hours after the employee has been contacted. The job will be awarded to the senior qualified bidder, based upon plant seniority.
- 14.14 All seniority lists shall be updated on December 31st and June 30th and posted on all bulletin boards by January 15th and July 15th of each year. Employees will have thirty (30) calendar days after the posting of this list in which to confirm their seniority and after that time seniority shall become final. The Union will be provided with a copy of these lists.
- 14.15 A crew is made up of one or more employees assigned to a job classification, on one shift, within a unit. There can be more than one crew within a unit.

A department is one of the two (2) specific departments; Production or Maintenance.

A unit is one of the seven (7) specific units shown on Appendix A to which one or more crews may be assigned, comprising one or more job classifications (Ammonia, Nitric Acid, Utilities, Urea, Lab, Maintenance and Transportation).

- 14.16 If two or more employees commence employment on the same calendar date, the assigned payroll numbers will determine the seniority ranking of the new hires; lowest payroll number representing greater seniority.

### ***Trainee Pool***

- 14.17 Employees in the Trainee Pool who are un-assigned to a specific line of progression will be utilized in all areas of the plant.
- 14.18 The unassigned Trainee positions will be used to fill any entry-level vacancies in the Production Department, not filled by the normal bidding process. Vacancies will be filled by assignment of the most senior unassigned Trainee.
- 14.19 The unassigned Trainee positions will be trained in the Production units.
- 14.20 Employees in the Trainee Pool will not replace a permanent employee except for temporary operator absences and to allow training opportunities and vacation/floater coverage.

### ***Casual Employees***

- 14.21 An employee who is hired for work of a temporary nature will be classified as a casual employee. If a casual is retained on the plant site in excess of nine (9) months in any twelve (12) month period from the date of hire, that person will become a permanent employee. They do not, under any circumstances, acquire seniority rights.
- 14.22 The following benefits will be available to the Casual employees, while employed by the Company.
- a. Gloves immediately; and
  - b. Footwear immediately.
- 14.23 Due to the temporary nature of their employment, casual employees will be paid vacation pay on each regular pay

at four percent (4%) of their base wages.

- 14.24 Casual employees will not replace a permanent employee except for temporary operator absences, vacation relief and to allow training opportunities.
- 14.25 Casual employees may only be used for Safety Watchers during turnarounds once they have met the requirements and training laid out by the Safety Department and the Workplace Safety and Health Committee.
- 14.26 A casual employee may be terminated for a just and reasonable cause at the sole discretion of the Company.

### ***Power Engineering Ticket Requirements***

- 14.27 Any employee bidding into Production or bidding out of their current line of progression into another Production line of progression, any employee from the Trainee Pool assigned into a Production line of progression or any new employee hired into Production after June 30, 1998 must obtain a 3rd class Power Engineering certificate within specified time lines.
  - a. The employee must obtain a 4th Class Power Engineering Certificate and then a 3rd Class Power Engineering Certificate within eighty-four (84) months of being deemed competent at the entry level position in his permanent line of progression. The time-lines will commence from the anniversary of being deemed competent at the entry level position in his permanent line of progression.
  - b. There will be two (2) twelve (12) month periods defined to complete the 4th Class Power Engineering Certificate. There will be a requirement to complete successive Power Engineering exams once every twelve (12) months. If an employee successfully completes a Power Engineering exam before the twelve (12) month period is up, the date for challenging the next successive exam will remain as defined in the two (2) twelve (12) month periods.
  - c. There will then be four (4) fifteen (15) month periods defined to complete the 3rd Class Power Engineering Certificate. There will be a requirement to complete successive Power Engineering exams once every fifteen (15) months. If an employee successfully

completes a Power Engineering exam before the fifteen (15) month period is up, the date for challenging the next successive exam will remain as defined in the four (4) fifteen (15) month periods.

- 14.28 Employees that have obtained a 4th Class Power Engineering Certificate prior to being deemed competent at the entry level position in his permanent line of progression will have sixty (60) months to obtain their 3rd Class Power Engineering Certificate. The time-lines will be every fifteen (15) months from the anniversary date of being deemed competent at the entry level position in his permanent line of progression. For these employees, there will be four (4) fifteen (15) month periods defined to complete the 3rd Class Power Engineering Certificate. There will be a requirement to complete successive Power Engineering exams once every fifteen (15) months. If an employee successfully completes a Power Engineering exam before the fifteen (15) month period is up, the date for challenging the next successive exam will remain as defined in the four (4) fifteen (15) month periods.
- 14.29 The only exceptions to these requirements are in the Nitric Acid Plant, where the above mentioned ticket requirement timelines begin when an employee is trained and operating the Thio plant; and in the Urea plants, where there are no Power Engineering Certificate requirements.
- 14.30 Consequences of failing to obtain the required Power Engineering Certificates within the prescribed time-lines will be as follows:
- a. Employees having attempted, but failing to successfully pass a 3rd Class Power Engineering exam within the fifteen (15) month timeline or a 4th Class Power Engineering exam within the twelve (12) month timeline, would result in the employee having a maximum of ninety (90) days to rewrite and pass the required Power Engineering exam.
  - b. If the employee fails to pass the required Power Engineering exam within the ninety (90) day extension the employee will be re-assigned to the Trainee Pool, with loss of job seniority but will maintain plant seniority for the purpose of bidding only. Their new rate of pay will be "L" rate.

Once in the Trainee Pool, employees will have an additional ninety (90) day extension to attempt and pass the required Power Engineering exam. Employees that were challenging a 3rd Class Power Engineering exam and pass during this extension will be placed back in their original position with no loss of job seniority. Employees that were challenging a 4th Class Power Engineering exam and pass during this extension will be able to bid into the next line of progression that becomes available.

- c. Employees failing to attempt or pass an exam within the above timelines or extension periods will be demoted to a casual employee, with loss of job seniority but will maintain their plant seniority for the purpose of bidding only. Their new rate of pay will be the casual rate.

## **ARTICLE 15 PROMOTION, TRANSFER, AND TRAINING**

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- 15.1 It is the spirit and intention that promotions shall be from within the Company as far as is practicable. Promotions will be based upon proper qualifications and seniority. It is expected that normally progression of skill and experience will be commensurate with seniority. The Company shall assess each employee's qualifications for promotion subject to consistent standards and on a consistent basis.
- 15.2 When a permanent vacancy occurs in an existing classification, such vacancy shall be filled by promoting the senior, qualified employee, in the line of progression.
- 15.3 When a temporary vacancy occurs in an existing classification, such vacancy will be filled by normal substitutions from the line of progression in that unit. Permanent vacancies will be considered temporary until they are filled as required.
- 15.4 A permanent vacancy will be established on the day a resignation takes effect, termination, death, promotion or creation of a new job classification within the bargaining unit. Such vacancy will be posted in a bid within seven (7) calendar days of the knowledge of said vacancy. Once the vacancy bid date has closed and the Company has

determined the successful bidder, that successful bidder will be notified. It is the intention of the Company to move the successful bidder to their new position within forty-five (45) calendar days, but only if operational requirements are met or there is little or minimal impact to Vacation/Floating holiday coverage. If there is an extension required to move the successful bidder into their new position beyond forty-five (45) calendar days, this will be discussed with the Union prior to the extension.

- 15.5 Qualifications and applicable seniority shall be the determining factors in promotions. The Company shall determine the promotion subject to Article 15.1.
- 15.6 In the event there are no qualified employees available within the plant employee group for promotion, vacancies will be filled by the Company from other available sources. When the Company is required to laterally transfer an employee from one unit to another unit, because there are no qualified employees available within the unit, then this transfer shall be temporary.
- 15.7 To determine ability, the Company may use appropriate and applicable tests, subject to review with the Union.
- 15.8 Vacancies occurring as a result of a new job being created in the bargaining unit will be discussed and agreed upon with the Union, as to the rate of pay and method of filling the vacancy. The particulars of a newly created job will be made subject to a letter of agreement. If no other method is agreed upon for filling such a vacancy, the Company will post notice of such new job in the manner of a normal job bid. Any employee may bid on such job opening and the job will be awarded to the senior qualified bidder.
- 15.9 In the case of a promotion to a higher job classification, an employee will be paid, during his training period, at the rate of his permanent job classification immediately prior to his training period. If an employee transfers to a lower job classification, he will be paid at the rate of the lower job classification during the training period. Each employee in training will be afforded the minimum length of the training period as established. The training requirements for all jobs will be established by the Company and the Union and will be reviewed periodically. The foregoing does not apply to familiarization time and retraining to a previously qualified employee. An employee will receive a familiarization period



if the employee or the Company so requests. The length of the familiarization period will be determined by his supervisor in consultation with the employee.

- 15.10 An employee who has obtained a job bid and who by his own written request wishes to return to his previous position must do so within the first thirty (30) calendar days after starting training in the new position. If the Company determines that the employee will not qualify prior to the end of the established training period, he will be notified, in writing, of the specific reason and will be returned to his previous assigned classification immediately and will not be able to re-bid for the same position for a period of two (2) years. In the event an employee is unsuccessful in his trial period for a non-bid job he will be returned to his previous position and will not be able to have a second trial period for the same position for a period of twelve (12) months. An employee who successfully completes a job bid training and trial period must remain in that line of progression for a period of not less than twelve (12) months from the date he completes his training and trial period. This will not prevent an employee from taking a position created after he submitted his job bid.
- 15.11 Employees will be notified in writing when a training and trial period begins. An employee will be notified in writing, upon the completion of his trial shifts, that he has met the necessary qualifications to perform the specific jobs for which he has been trained.
- 15.12 Maximum training and trial periods may be extended by the Company at a later date and the Union will be notified, in writing, of such extension.
- 15.13 Providing that the reason for an employee not wishing to avail himself of a promotional training opportunity is acceptable to the Workplace Ability Management Process (WAMP) Committee, the employee will not be required to train for promotional reasons. Such abstention will remain effective until withdrawn by the WAMP Committee.
- 15.14 His abstention shall not constitute a basis for corrective action.
- 15.15 This Article does not give an individual the right to abstain from related training in his current position, or positions he is deemed trained and competent in.

- 15.16 Nothing herein shall be construed in any way to imply that completion of a training period is recognition of his qualification.
- 15.17 If an employee believes that he has been unjustly disqualified for a promotion he shall have the right to resort to the grievance procedure.
- 15.18 Any employee may initiate a written request for a transfer to another job or classification. This request may be made at any time, whether an opening is available or not. The employee's reason for the request, seniority, his ability and qualifications to perform the requested job will be considered. Letters of intent will be considered as applications for a posted job, where applicable.
- 15.19 The Company may temporarily add a position, at the trainee level, to any line of progression. An individual taking such a position will remain in that line of progression.
- 15.20 Training in an individual's job skills that are essential to the operation of the plant will be a requirement. The Company recognizes that when overtime is required to perform the training it should be done in a manner which minimizes disruption to the employees. While not always possible, due to economics, availability of trainers and other unforeseen circumstances, every effort will be made to utilize the following procedure:
- a. Overtime training will be scheduled on the operators "on-call" days. The days when training is required will be posted on the appropriate notice board, at least one (1) month in advance.
  - b. Employees will indicate their preferred date. Any employee may attempt to complete the required training on his regular shift by arranging to have another qualified employee work his regular shift on overtime if required.

## **ARTICLE 16 GENERAL**

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- 16.1 A supervisor, temporary or permanent, or any person not covered by this Agreement, shall not perform work regularly performed by employees covered by this Agreement, except for the purpose of training or instructing

of bargaining unit and non-bargaining unit employees, or in the cases of emergency or operational requirements.

- 16.2 Employees may make mutual shift exchange agreements to exchange shifts one with the other, subject to approval from the supervisors in charge of the shifts. The requests must be presented in writing. Such arrangements will not result in an employee being paid less than the wages entitled to the scheduled employee had he worked that shift. Such arrangement may be approved and posted a maximum of thirty (30) calendar days prior to the actual date of the exchange.
- 16.3 The Proximity Card is limited to the function of determining the employee's attendance on the premises. It does not determine accurate time that an employee is on the job for pay purposes.
- 16.4 The Company and the Union mutually agree to post Letters of Agreement agreed to by the parties during the Agreement, with the exception of any Letter of Agreement that would be considered confidential in nature to the employee concerned.
- 16.5 Bargaining unit employees requested to work on locations other than the plant site will do so on a voluntary basis. When bargaining unit employees are required to work at outside locations, they will be paid for all authorized board and lodgings. Transportation to and from the plant site will be supplied by the Company for travel purposes to outside locations. Overtime worked at an outside location by bargaining unit employees will be paid on the basis of rates contained in the present Agreement. Travel time to and from outside location will be paid to bargaining unit employees at straight time rates. This clause does not imply that Union jurisdiction will extend beyond the Brandon plant.
- 16.6 When employees are requested to voluntarily attend special activities such as breakfast meetings and out of town trips, they will be paid only for their regular shift (there will be no pay for time spent outside their regular working hours or scheduled shift).

### ***On-Call System***

- 16.7 It will be the responsibility of the crew going off the day shift to be available from one (1) hour before the beginning of

a shift to one (1) hour after the beginning of a shift (0500 - 0700 and 1700 – 1900 hours).

Operators will cover for any position in their unit if their qualifications are acceptable to the supervisor of the shift they are relieving. Operators will receive their base rate of pay for any lower grade position that they are called out to cover for, except when the higher grade operator has previously agreed to cover the on call position for the lower grade operator. It is understood and agreed that operational requirements of the plant must be met.

## **ARTICLE 17 COMMITTEES**

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- 17.1 Representation for the following committees shall be selected by the Union and Company respectively:
- a. A Grievance Committee, which shall consist of not more than five (5) members;
  - b. A Workplace Safety and Health Committee, which shall consist of not less than four (4) members;
  - c. A Joint Labour Relations Committee of five (5) members;
  - d. A Pension Advisory Committee will be established in conformance with the Manitoba Pension's Act. The Union will appoint one voting and one nonvoting member to the committee;
  - e. A Workplace Ability Management Committee consisting of two (2) from the Union and two (2) from the Company; and
  - f. A Contracting-Out Committee consisting of two (2) members from the Union and two (2) members from the Company.
- 17.2 The Company shall pay each committee member their applicable rate for time spent in conference with the Company regarding any of the provisions of this Agreement, provided, however, that no one committee member shall receive in excess of eight (8) hours pay per month for such services. This limitation does not apply to time spent in conference when the Committees have been called to meet at the Company's request.

- 17.3 If a member of the Grievance Committee, Workplace Safety and Health Committee or a Steward has legitimate business which would require him to leave his job or department, he shall first request from his supervisor and receive permission. He will go directly to the area in question and inform the supervisor of the area and nature of his business and receive permission before conducting his business in the area. He shall conduct his business promptly and return to his job. If such business requires contacting another supervisor, the Committee member or Steward shall contact him for an appointed time to meet.
- 17.4 All members of Committees described in this Article, or as may be hereafter established, will be permanent employees or apprentices. This shall not apply within the application of the Pension Advisory Committee.
- 17.5 In the interest of maintaining harmonious Labour Relations, the Company and the Union will continue joint consultation at all levels.

## **ARTICLE 18 GROUP INSURANCE**

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- 18.1 The effective date of enrolment, and coverage for the Short-term Disability, Longterm Disability, Group Life Insurance, and Accidental Death and Dismemberment Insurance, shall be the first day of the month following ninety (90) days of employment.

The Company agrees that in the event the Company changes insurance carriers, the Union will be notified thirty (30) days in advance of any changes.

- 18.2 Any abuse of these benefits or fraudulent claims will result in corrective action, up to and including termination of the employee.
- 18.3 If an employee ceases to work for reason of resignation, termination, the insurance coverage as outlined in this Article will cease on the same date. In the case of Long-term Disability, benefit payments will not begin if the disability begins or recurs after notice of these situations has been given.

The Company will continue contributions for employees participating under these benefit plans who are laid off,

subject to recall, or are on written leave of absence, for a maximum of three (3) months after that date.

- 18.4 The Company agrees to pay one hundred percent (100%) of the premiums for these benefit plans, unless otherwise indicated. In the event of a strike or lockout, the Company will provide the Union the opportunity to pay one hundred percent (100%) of the premiums prior to the insurance coverage ceasing.

### ***Short-term Disability***

- 18.5 Conditions, benefits, limitations, and extent of coverage are governed by the provisions of the insurance policy as written for the Company and its employees. The Union will receive a copy of the insurance policy.
- 18.6 Any undeclared pre-existing medical condition occurring and requiring medical attention within the first six (6) months of employment will not be covered by this insurance.
- 18.7 All new Short-term Disability claims will receive benefits provided under the insurance plan as follows:
- a. Seventy percent (70%) of weekly base earnings for the first thirteen (13) weeks;
  - b. Eighty percent (80%) for the next thirteen (13) weeks; Both calculations based upon forty (40) hours per week.
- 18.8 This benefit is payable for a maximum of twenty-six (26) calendar weeks during any one continuous period of disability.
- 18.9 Successive periods of disability separated by less than two (2) calendar weeks of continuous active work on a full-time basis shall be considered one continuous period of disability unless the subsequent period of disability is due to a nonoccupational injury or disease entirely unrelated to the injury or disease which caused the previous disability and commences after return to active work or fulltime duty.
- 18.10 If your disability is due to injury, a payment period will be established on the first day of your disability. If your disability is due to sickness, a payment period will be established on the earlier of:
- a. The date you are hospitalized;

- b. The fourth (4th) day of continuous disability or the date you are first examined by a physician for such disability.
- 18.11 Before returning to work after a period of disability, the employee must obtain a release from his attending physician for presentation to the Safety Leader. The release will be forwarded to the Human Resources Leader and the immediate supervisor by the Safety Leader.
  - 18.12 The Company reserves the right to make any necessary inquiries to verify eligibility for benefits.
  - 18.13 If the period of disability includes a holiday for which the employee is eligible to receive payment under Article 7.1 hereof, the holiday payment shall be made as required by insurance benefit payments, and the difference will be paid by the Company to reflect the normal holiday pay due. This shall not be counted as a day of disability.
  - 18.14 Insurance benefits will not be payable to any employee who is entitled to benefits under any Workers Compensation.

### ***Long-term Disability***

- 18.15 Conditions, benefits, limitations, and extent of coverage are governed by the provisions of the Long-term Disability group policy, as written for the Company and its employees. A Long Term Disability booklet will be made available to each employee insured under the group plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the Long Term Disability policy. The Union will receive a copy of the insurance policy.
- 18.16 The Company will pay fifty percent (50%) of the premium for Long-term Disability coverage, and the employee will pay the remaining fifty percent (50%) collected through payroll deduction.
- 18.17 Employees will participate in such rehabilitation or modified work programs as they may be directed by a medical practitioner identified by the Company, or the insurer.
- 18.18 Each eligible employee who is enrolled in the Plan will be insured for seventy percent (70%) of base wages to a maximum monthly benefit of three thousand five hundred dollars (\$3,500). The benefit will commence after an elimination period of 285 days and is payable based on

the definition of disability and other provisions contained in the policy.

- 18.19 Enrolment in the Plan will be mandatory for new hires that commence permanent employment after the effective date of the Plan.

### ***Life Insurance***

- 18.20 The Company agrees to make available to all permanent employees covered by this Agreement, a Group Life Insurance Plan, on terms and conditions as follows:

18.21 Conditions, benefits, limitations, and extent of coverage are governed by the provisions of the general group policy, as written for the Company and its employees. A Life Insurance plan booklet will be made available to each employee insured under the group plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the Life Insurance policy. The Union will receive a copy of the insurance policy.

- 18.22 The amount of life insurance will be seventy thousand dollars (\$70,000) for each eligible employee. This amount is doubled if death is accidental (through the Accidental Death and Dismemberment Insurance Plan).

### ***Accidental Death and Dismemberment Insurance***

18.23 Conditions, benefits, limitations, and extent of coverage are governed by the provisions of the general group policy, as written for the Company and its employees. An Accidental Death and Dismemberment plan booklet will be made available to each employee insured under the group plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the Accidental Death and Dismemberment policy. The Union will receive a copy of the insurance policy.

- 18.24 The amount of insurance will be seventy five thousand dollars (\$75,000) for each eligible employee.

18.25 If any employee covered by this insurance is hospitalized because of an accident, whether industrial or non-industrial for more than seven (7) days, he will receive an in-hospital indemnity payment at the rate of seven hundred and fifty dollars (\$750.00) per month, in addition to any other



payment to which he may be entitled, retroactive to the first day of confinement.

### ***Health and Dental Benefits***

- 18.26 Conditions, benefits, limitations, and extent of coverage are governed by the provisions of the general group policy, as written for the Company and its employees. A Health and Dental plan booklet will be made available to each employee insured under the group plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the Health and Dental group policy. The Union will receive a copy of the insurance policy.
- 18.27 Subject to maintaining a perfect attendance record for the month, employees shall accumulate ½ day per month paid sick leave to a maximum of three (3) days, which can only be utilized to provide income during the waiting period stipulated in the STD plan. The employee must be approved for the STD benefit to access the paid sick leave.

## **ARTICLE 19 RETIREMENT**

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- 19.1 The Company agrees to provide a Retirement Plan for all permanent employees covered by this Agreement and those employees covered under Article 14.11. Details of the Pension Plan are outlined in the Pension Plan document, which will be made available to the Union.

### ***Defined Benefit Plan***

- 19.2 All employees hired prior to July 1, 2005 are enrolled in the Defined Benefit plan. This plan is closed to new members as of July 1, 2005, but remains active for existing members. The Company will entertain bargaining on this plan in the future.

The retirement benefit is as follows:

- Effective July 1, 2011 – \$61.50 per month per year of service (for all service);
- Effective July 1, 2012 – \$63.00 per month per year of service (for all service);

- Effective July 1, 2013 – \$64.50 per month per year of service (for all service); and
- Effective July 1, 2014 – \$66.00 per month per year of service (for all service).

### ***Defined Contribution Plan***

19.3 All employees hired on or after July 1, 2005 are enrolled in the Defined Contribution Benefit Plan.

The retirement benefit is as follows:

- Company funded two percent (2%) per year into Deferred Profit Sharing Program (DPSP). Company fifty percent (50%) matching up to two percent (2%) per year into Registered Retirement Savings Plan. Unlimited employee contribution to RRSP. Employee contributions are vested immediately. Employer contributions are vested after two (2) years.

19.4 A prescription drug plan will be established through the Company health care provider for all retirees. Enrolment in this plan is only available at the time of retirement.

Employees that retired after July 1, 2005 and before July 1, 2007 and who enrolled in this plan at the time of retirement, the Company agrees to pay seventy-five (75%) of the monthly benefit premium.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

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20.1 Either party to this Agreement may lodge a grievance, in writing, with the other party on any difference between the parties concerning its interpretation, application, or administration of this Agreement within the timelines established below.

20.2 An employee will have his Union Steward, or a Grievance Committee member present at all stages of the grievance procedure.

20.3 STEP ONE – A grievance must first be clearly presented verbally, within ten (10) calendar days of the employee's knowledge of the occurrence, to his immediate supervisor, or his designate. A verbal reply shall be given within five (5) calendar days of the presentation of the grievance.

- 20.4 STEP TWO – If the verbal decision of the supervisor is not acceptable to the employee, he may present his grievance to his department leader or his designate, in writing, within ten (10) calendar days of the verbal reply. The department leader, or his designate, must return his decision to the employee in writing within ten (10) calendar days after the grievance is presented to him, with a copy to the Chief Steward.
- 20.5 STEP THREE – The Chief Steward or Lead Steward will advise the Company of the Union’s intent to proceed to Step Three within ten (10) calendar days following the receipt of the reply from the department leader, or his designate.
- The Chief Steward may submit the written grievance to the Plant Manager, or his designate. A meeting shall be arranged and held within ten (10) calendar days. A member of the Union Executive and the Steward involved shall be in attendance. It will be the Union’s choice as to whether the employee is in attendance.
- The Plant Manager or his designate shall give a copy of the written decision to the Chief Steward with a copy to the employee concerned (if appropriate), within ten (10) calendar days after such meeting.
- 20.6 If both parties are amenable to a mediated settlement, the Company will arrange, through the Manitoba Labour Board, a mediator to attend within thirty (30) calendar days of the request. If the mediator is unable to attend within thirty (30) calendar days, the grievance will move to Step Four.
- 20.7 STEP FOUR – If the decision of the Plant Manager or his designate is not satisfactory, then the Chief Steward may notify the Human Resources Leader of its intention to submit the matter to arbitration. Such notice shall be in writing and shall be presented within sixty (60) calendar days after the decision of the Plant Manager, or his designate.
- 20.8 If a written grievance is not presented within the time limitations as specified in this Article, it shall be considered untimely and the decision of the Company shall be final and binding. If the Company does not answer the written grievance within the specified time limits, the grievance will

be awarded to the Union, unless an extension has been mutually agreed upon, in writing.

- 20.9 In the event of suspension or termination, the grievance procedure will commence at Step Three.
- 20.10 The Union or Company shall have the right to issue a grievance of a general nature or a policy grievance originating at Step Two. A policy grievance will be defined as one involving a policy of employees in a specific unit, department or total plant.
- 20.11 With the exception of work refusals under the provisions of Article 12 Safety Health and Environment of this agreement, the principle of “work now – grieve later” will apply.

## **ARTICLE 21 ARBITRATION**

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- 21.1 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitral or where an allegation is made that this Agreement has been violated, either of the parties may, within thirty (30) calendar days after exhausting the grievance procedure established by Article 20 of this Agreement, notify the other party in writing as soon as possible within the aforesaid thirty (30) calendar days of its desire to submit the difference or allegation to arbitration, and the notice shall contain a submission clearly stating the grievance or grievances to be arbitrated.
- 21.2 Grievances referred to arbitration shall be heard by a sole arbitrator.
- 21.3 The Company shall, within ten (10) days of the referral to arbitration, select an associate, in rotation, from the Company, Vince L. Ready, Labour Arbitration and Mediation Services Ltd., Vancouver, B.C.
- 21.4 If, after making all reasonable efforts to select a sole arbitrator within the time herein set out, the Company is unable to find any sole arbitrator able or willing to act, such time limit will be extended to the length of time required to obtain the services of a sole arbitrator. Where no associates outlined in Article 21.3 are able to act as a sole Arbitrator,

the employer may request the Minister of Labour of the Province of Manitoba make the appointment.

- 21.5 The sole arbitrator shall then hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into, shall comply with the provisions and final settlement contained in the Agreement and shall fulfill all his obligations under the Agreement.
- 21.6 Any arbitrator appointed shall be absolutely impartial, and if it is discovered that any interest, either by such arbitrator being a member of the Union, or past member, or an employee, or a creditor of the Company, then another arbitrator shall be appointed as aforesaid.
- 21.7 The sole arbitrator shall have only such jurisdiction and authority to interpret and apply the provisions of this Agreement as shall be necessary to the determination of the arbitral issue. The sole arbitrator shall not have any power to add to, subtract from, modify, or alter in any way the provisions of this Agreement. Judgment upon the award entered may be entered in any court having jurisdiction.
- 21.8 The expenses and compensation of the sole arbitrator shall be divided equally between the Company and the Union.

## **ARTICLE 22 APPRENTICES**

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### ***Internal Bid***

It is the spirit and intention that apprenticeships shall be from within the Company as far as is practicable.

- 22.1 The Company agrees to register Apprentices under Manitoba's Apprenticeship and Trades Qualification Act. The selection of an apprentice will be made on the following basis:
- a. Acceptance of apprentices will be based on meeting qualifications and standards as determined by the Company. The Union will review these standards and shall give their input. Qualifications and standards will be applied equitably and consistently to all applicants;

- b. Applicants meeting the qualifications and standards will be selected on the basis of their plant seniority;
- c. The applicants who possess previous trade apprenticeship training or equivalent training/experience may be given preference in the selection of apprentices by mutual agreement between the Company and the Union;
- d. Before entering the formal apprenticeship, an employee will serve a thirty (30) calendar day trial period for the purpose of establishing suitability. The employee's job seniority will be maintained during this period, and hours worked during this trial period will be counted towards their apprenticeship hours. If the employee determines during the thirty (30) calendar day period that they wish not to proceed with the apprenticeship program, the employee will be returned to his previous position. If the employee returns to his previous position he will be reimbursed any wage lost during the thirty (30) day period as a result of the pay differential between his former wage rate and the apprenticeship rate; and
- e. Bid apprentices shall maintain plant seniority, but no job seniority while serving their apprenticeship.

22.2 A bid apprentice is subject to release from the apprenticeship program as follows:

- a. In a layoff;
- b. If the Apprenticeship Board revokes membership in the program; or
- c. The employee voluntarily removes himself from the course due to extenuating circumstances that shall be reviewed by the Union and the Company.

22.3 Should an apprentice be released from an apprenticeship program, as per Article 22.2 (b) and (c), the Union and the Company shall meet to discuss the apprentice's positioning within the plant.

### ***External Bid***

22.4 The Company agrees to register Apprentices under Manitoba's Apprenticeship and Trades Qualification Act. The selection of an apprentice will be made on the

following basis:

- a. Acceptance of apprentices will be based on them meeting qualifications and standards as determined by the Company. The Union will review these standards and shall give their input; qualifications and standards will be applied equitably and consistently to all applicants.
  - b. Before entering the formal apprenticeship, an employee will serve the standard probationary period as outlined in Article 14.12. The employee's job seniority will be maintained during this period, and hours worked during this trial period will be counted towards their apprenticeship hours.
- 22.5 It is agreed that the Company's apprentices will have plant seniority while serving their apprenticeship; however, an apprentice is still subject to release from the apprenticeship program as follows:
- a. In a layoff;
  - b. If the Apprenticeship Board revokes membership in the program; or
  - c. The employee voluntarily removes himself from the course due to extenuating circumstances that shall be reviewed by the Union and Company.
- 22.6 Should an apprentice be released from an apprenticeship program, as per Article 22.5 (b) and (c), the non-bid apprentice will be terminated.

**General**

- 22.7 Upon successful completion of his apprenticeship, the employee will be placed in the Maintenance department and will fill a vacant position, if available. In the event that a position is not immediately available, the journeyman will be temporarily assigned to the Maintenance department for not more than sixty (60) calendar days.
- 22.8 Apprentices registered by the Company shall be paid by the Company twenty (20) hours per week at their base rate while attending government sponsored apprentice training courses, provided the employee successfully completes the apprentice training course.
- 22.9 When required to attend apprenticeship training school

at a location outside the City of Brandon, apprentices in the Company's apprenticeship program will receive one hundred and fifty dollars (\$150) subsistence allowance for each full week of attendance. The apprentices will receive the full entitlement prior to beginning the course. This will be granted with the understanding that should an apprentice drop out or not complete the apprenticeship training course, he will repay an amount equal to the amount of time the employee was not in attendance at the course. This applicable amount of the advance will be deducted from the employee's earnings upon his return to work. It is the spirit and intention that apprenticeships will be from within the Koch Fertilizer Canada, ULC bargaining unit.

- 22.10 Apprentices will also be reimbursed for the cost of gas for their private vehicle, meals and accommodation expenses incurred when traveling to the start of the out-of-town apprenticeship training and at the conclusion of the out-of-town apprenticeship training
- 22.11 Employees who are traveling via air will be supplied an airline ticket to travel to and from out-of-town apprenticeship training.

## **ARTICLE 23 TECHNOLOGICAL CHANGE**

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- 23.1 The Company and the Union hereby specifically waive the provisions of Section 83 – 86 of the Labour Relations Act.
- 23.2 Eligible employees in this Article mean full time employees who have completed their probationary period and have seniority rights.
- 23.3 Technological change means a change in the manner in which the Company carries on its work or business that is directly related to the introduction of or removal of equipment, material or process.
- 23.4 The provisions of this Article are intended to assist employees affected by technological change to adjust to its effects.
- 23.5 If the Company decides to effect a technological change that is likely to affect the terms and conditions, or the security of



employment of a significant number of employees in a crew or unit covered by the Agreement or to alter significantly the basis upon which this Collective Agreement was negotiated it shall give the Union at least three (3) months notice of the change stating:

- a. The nature thereof;
- b. The date on which it is estimated it will become effective;
- c. The approximate number and classification of employees to be affected; and
- d. The effect that the change is to have on the terms and conditions of employment.

23.6 Upon receipt of the notice referred to in Article 23.5, the Union will meet with the Company within fifteen (15) days to establish an ad hoc committee for the purpose of preparing recommendations to facilitate the retraining of employees who will be assigned to new duties.

23.7 The ad hoc committee will be composed of two (2) Company representatives and two (2) representatives of the Union and a Chairman mutually agreed upon by the Company and the Union. The Company agrees to allow access to all pertinent employee files for the purpose of relocating those whose services may be terminated with the consent of the individual where required by law.

23.8 An eligible employee for whom work is not available at their base rate of pay and their new position does not entitle them to more than their base rate of pay, shall be paid for hours worked at their old base rate of pay until the new position catches up. This process will be referred to as continuance of earnings benefits.

23.9 To be paid under Article 23.8, an employee must accept the position with the highest base rate of pay to which he is entitled and qualified to receive under the terms of the Agreement during the period set forth in Article 23.8 and continue to accept assignment to any position with a higher base rate of pay during the period set forth in Article 23.8. If an employee who is assigned a position which in his or the Company's opinion, he is unable to perform, the affected employee will be reassigned to a position that he can perform, provided he has sufficient seniority.

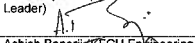
- 23.10 The Company will develop an appropriate in-plant training program for eligible employees who are designated by the ad hoc committee as needing training in order to equip them to perform adequately in new and/or changed jobs to which they are to be assigned.
- 23.11 No additional employees shall be hired by the Company until eligible employees affected by the Technological Change have been allowed a reasonable training period to acquire the necessary knowledge or skills to retain their employment. It is understood that to qualify for this training, employees must have the prerequisites, as defined by the Company, required for the job and the training period would not exceed that which is currently provided on any regular job.

# ARTICLE 24 ENTIRE AGREEMENT

- 24.1 This document constitutes the full understanding between the parties hereto with reference to the subject matter contained herein and supersedes all previous agreements, oral or written. No statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification of or release from any provision hereof by mutual agreement or otherwise, unless such agreement is in writing, signed by both parties, and specifically stating it is an amendment of this Agreement.
- 24.2 Should any court of competent jurisdiction declare any of the provisions of this Agreement invalid, it shall in no way effect the other provisions hereof.
- 24.3 Unless otherwise specified, all letters of agreement signed within the duration of this Agreement will expire with this Agreement. The Company and the Union mutually agree to post Letters of Agreement signed during the duration of the present Agreement, with the exception of any Letter of Agreement that would be considered confidential in nature to the employee concerned.


  
David Edwards (KFCU Plant  
Manager)


  
Chris Mayhurst (KFCU Production  
Leader)

  
Ashish Banerji (KFCU Engineering  
Leader)


## Signed for the Company:

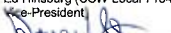
  
Tyler Porter (KFCU HR Leader)

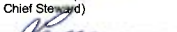
  
Jim Monson (KFCU Maintenance  
Leader)

  
Pat Mostuk (KFCU Production  
Supervisor)

  
Tony Spruille (USW Business  
Agent)


  
Ed Hinsburg (USW Local 7184  
Vice-President)

  
Dave Villers (USW Local 7184  
Chief Steward)

  
Joe Langner (USW Local 7184  
representative)

## Signed for the Union:

  
Wayne Moya (USW Local 7184  
President)

  
Tim Mills (USW Local 7184  
Recording Secretary)

  
Richard Town (USW Local 7184  
Lead Steward for Operations)

## **ARTICLE 25 TERM OF AGREEMENT**

- 25.1 This Agreement shall become effective July 1, 2011 and shall remain in full force and effect through June 30, 2015 and year to year thereafter, unless either party gives the other party ninety (90) days and not less than sixty (60) days written notice prior to June 30, 2015 or June 30th of any subsequent year, of its desire to modify, amend, renew, or terminate the Agreement.

## APPENDIX A – Normal or Typical Lines of Progression

Ammonia	Panel	A
	Field (Front-end & Back-end)	B2
	Field (Front-end only)	B
	Senior Trainee	L
	Trainee	L
Utilities	Panel	A
	Field	B
	Senior Trainee	L
	Trainee	L
Urea	Panel	A
	Field	B2
	Granulation	B
	Solutions	C
	Senior Trainee	L
	Trainee	L
Nitric Acid	Panel	A
	Acid Plants	B2
	Thio/HDAN	B
	LDAN	C2
	Senior Trainee	L
	Trainee	L

## **DEPARTMENTS**

1. Production
2. Maintenance (including Stores)

## **UNITS**

1. Ammonia
2. Utilities
3. Urea
4. Nitric Acid
5. Laboratory
6. Transportation

## **NOTES**

Mtce 1:

- Journeyman Instrumentation Mechanics and Electricians;
- Instrumentation Specialist and Vibration Analyst

Mtce 2:

- Journeyman Welders, Pipefitters, Millwrights, Mechanic, Machinist;
- Crane Operator, Lube Technician

Mtce 3:

- Warehousemen, Insulators and Instrument Technicians

1. Seniority in the Maintenance Department will be maintained by qualifications.
2. Insulators shall receive Services rate. Upon completion and certification by the International Association of Heat and Frost Insulators and Asbestos Workers, they will receive Mtce 3 rate.
3. Individuals entering the Transportation unit will begin at "L" rate. They will then receive a pay rate increase to "C" rate upon successful completion of the competency evaluation and then "B" rate with the completion of the CNR certification and based on demonstrated competency. Employees shall receive the "B" rate within six (6) months

of entering Transportation subject to the availability of the CNR certification.

4. Individuals entering the Laboratory unit shall receive a pay rate increase from "C" rate to "A" rate based on demonstrated competency.
5. Panel Operators in Utilities require a 2nd Class Power Engineering certificate, and Field Operators in Utilities require a 3rd Class Power Engineer certificate. 2nd Class Power Engineers hired to fill vacant positions within the Utilities line of progression will receive "A" rate from the start of their employment.
6. Every person bidding into or assigned into Utilities must get their 4th Class Power Engineer certificate in eighteen (18) months and must get a 3rd Class Power Engineer certificate in thirty (30) months after obtaining their 4th Class Power Engineer certificate.
7. Individuals entering the Utilities line of progression will start as Trainee "L", progress to Senior Trainee "L", to Field "B", then to Panel "A".
8. Individuals entering the Ammonia line of progression will start as Trainee "L", progress to Senior Trainee "L", then to Field (Front-end only) "B", then to Field (Front-end and Back-end) "B2", then to Panel "A".
9. Individuals entering into the Urea line of progression will start as a Trainee "L", progress to Senior Trainee "L", then to Solutions "C", to Granulation "B", to Field (Total Recycle Urea and Partial Recycle Urea Plants) "B2", then to Panel "A".
10. Individuals entering the Nitric Acid line of progression will start as a Trainee "L", progress to Senior Trainee "L", then to LDAN "C2", then to Thio/HDAN "B", then to Nitric Acid Plants "B2", then to Panel "A".

## **APPENDIX B – Hourly Wage Rates – Job Classification Chart**

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The wage scales depicted below shall be considered as the agreed to rates of pay, payable to all bargaining unit members for the life of this agreement. These rates and applicable premiums shall be considered as the base rates for the classifications listed below and will not be deviated from in any fashion. The only addition to these agreed to wage rates payable to bargaining unit members shall be as encompassed in the Production Pay for Knowledge Letter of Agreement, Maintenance Pay for Knowledge Letter of Agreement, Power Engineering Certificate premiums, and any applicable shift differential.

### **Production**

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<b>Classification</b>	<b>July 1, 2011</b>	<b>July 1, 2012</b>	<b>July 1, 2013</b>	<b>July 1, 2014</b>
A	33.23	35.22	37.34	39.58
B2	29.70	30.89	32.13	33.41
B	29.18	30.35	31.56	32.83
C2	26.29	27.34	28.44	29.57
C	24.65	25.39	26.15	26.93
L	21.61	22.26	22.93	23.61
Casual	15.40	15.86	16.34	16.83

### **Maintenance**

<b>Classification</b>	<b>July 1, 2011</b>	<b>July 1, 2012</b>	<b>July 1, 2013</b>	<b>July 1, 2014</b>
Mtce 1	35.23	37.22	39.34	41.58
Mtce 2	32.60	33.91	35.26	36.68
Mtce 3	32.29	33.26	34.26	35.28
Services	21.61	22.26	22.93	23.61
Casual	15.40	15.86	16.34	16.84



### ***Power Engineering Certificate Premiums***

4th Class	\$ 0.75 per hour
3rd Class	\$ 2.00 per hour
2nd Class	\$ 4.00 per hour

Power Engineering Certificate Premiums are non-cumulative, are in addition to an employee's base rate of pay, and are included in the calculation of overtime. To qualify for Power Engineering Certificate Premiums, verification of the certificate must be on file with Human Resources, and the original must be displayed on Company property.

## APPENDIX C – Continuous Shift Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Crew	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S
1	N	O	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O	O	N	N	O	O	D	D	O	O	O	N	N	O	O
2	O	D	D	O	O	O	N	O	O	O	D	D	O	D	O	N	N	O	N	O	O	D	D	O	O	N	N	O	O	D	D
3	D	O	O	O	N	N	O	O	D	D	O	O	O	N	N	O	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O
4	O	N	N	N	O	O	D	D	O	O	O	N	N	O	O	D	D	O	O	O	N	N	O	O	O	D	D	O	O	N	N

This schedule is for example purposes and does not necessarily imply that this is the only shift schedule which may be implemented

## **APPENDIX D – Casual Employee Classification**

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1. A Journeyman Tradesperson hired as a casual will be entitled to receive the applicable Maintenance rate if their Journeyman Certificate is one that is currently within the bargaining unit.
2. All casuals will receive the casual rate.

## **APPENDIX E – LETTERS OF AGREEMENT**

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1. Grandfathered Employees for Power Engineering Requirements
2. Maintenance Pay for Knowledge Program
3. Production Pay for Knowledge Program
4. Stand-by Pay for Day Workers
5. Temporary Maintenance Coordinator
6. Temporary Maintenance Supervisor
7. Temporary Planner
8. Temporary Production Coordinator
9. Temporary Production Supervisor
10. Pay Rate for Casual Employees Assigned to the Laboratory
11. Hours of Work in the Laboratory
12. Joint Training Committee
13. Maintenance Coordinator and Maintenance Planner
14. Short Term Disability Calculation

## LETTER OF AGREEMENT

between

KOCH FERTILIZER CANADA, ULC

and

UNITED STEELWORKERS, LOCAL 7184

### Letter of Agreement #1: Grandfathered Employees for Power Engineering Requirements

---

As a result of the Company requiring Power Engineer Certificates for all new operator hires after June 30, 1998, the following will apply:

- The Company agrees that all operators hired before July 1, 1998 will be grandfathered in their present unit including upgrades in their present unit for the rest of their natural working lives with Koch Fertilizer Canada, ULC. They will not be required to obtain a Power Engineer Certificate to progress unless they bid into another unit other than the one they are currently in. It is further agreed that all operators hired prior to July 1, 1998 will never receive less than their base rate unless they choose to enter a new unit at a later date.
- If, at any time, the Manitoba Government legislates any change in Koch Fertilizer Canada, ULC's Power Engineer Certificate requirements, the Company will adhere to these new requirements.
- The Union agrees that this clause does not preclude management from exercising its disciplinary right to demote or terminate and does not imply that the layoff language cannot be exercised. Management agrees that the individual has the right to use the grievance procedures.

#### Grandfathered Employees:

##### Ammonia

Pat Hurl  
Herb Shurvell  
George Dinsdale  
Ward Rathwell  
Michael Phillips

##### Nitric Acid

Jim Slezak  
Jim MacGregor  
Brent Willms  
Phil Chapman  
Les Phillips  
Richard Town  
Kevin Hutchings

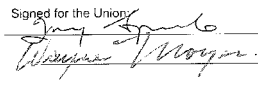
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company



Signed for the Union



## LETTER OF AGREEMENT

between

KOCH FERTILIZER CANADA, ULC

and

UNITED STEELWORKERS, LOCAL 7184

### **Letter of Agreement #2: Maintenance Pay for Knowledge Program**

---

Maintenance tradespersons enrolled in the Maintenance Pay for Knowledge Program will become more flexible and the expanded skills they learn will increase their knowledge base. Pay for Knowledge is beneficial to the tradesperson involved, their crew, and the Company. As an added incentive, all participants in the Maintenance Pay for Knowledge Program will receive a wage differential on top of their base rate of pay. This differential will be \$0.50 per hour for all hours worked.

All new and current Maintenance tradespersons will be automatically enrolled as a condition of employment. These employees will have three (3) months after the development and implementation of the program to opt out. Requests for exemption from this program after this time will be reviewed by the department manager on a case-by-case basis. Plant and job seniority would not be impacted by this program.

#### ***Development of Program***

The Company and the Union will form a committee within one (1) month of the signing of this Letter of Agreement to begin a planning strategy for the implementation of the Maintenance Pay for Knowledge Program. The committee will consist of two (2) members of the Company and one (1) member of the Union from each respective trade as selected by the Union.

This committee will develop a program that identifies site related training requirements that can be utilized to make the workforce more competitive and flexible. These training requirements will be beyond the scope of the traditional trades training that employees currently possess. Some logical training links may be Millwright/Electrician, Instrumentation/Electrical, Fabrication/Millwright, but all areas will be investigated.

This committee will have until November 1, 2007, to report their recommendations to the Plant Manager. The Company reserves the right to approve or reject said recommendations.

#### ***Training, Competency and Application of the Pay for Knowledge***

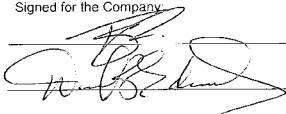
Due to current manpower levels, dedicated training time will not always be possible due to work schedules, special duties, etc. The majority of the training will be "on-the-job". Training will be kept track of on an hourly basis. Individuals will have a sufficient time-frame in which to complete their required training. After such time, the employee will be required to write and pass the appropriate tests to prove their competency. The order in which employees will be trained will normally be done by seniority within the specific trade, but the Company reserves the right to approve or reject this for just reasons. These reasons will be forwarded to the employee and the Union.

This program will utilize the job documentation process to begin development of all tasks identified by the committee to assist in the training of tradespersons and to ensure competency and compliance. A re-certification system will be set up for employees to show competency in their expanded skills on a 3-year scheduled basis.

Koch Fertilizer Canada ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting in the future.

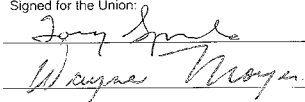
Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company:



A handwritten signature in black ink, appearing to be "W. B. ...", written over a horizontal line.

Signed for the Union:



Two handwritten signatures in black ink, "Tony Spence" and "Wayne Meyer", written over horizontal lines.

## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

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### Letter of Agreement #3: Production Pay for Knowledge Program

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#### ***Position Rotation (Ammonia, Utilities, Nitric Acid and Urea)***

Operators enrolled in the Production Operator Pay for Knowledge Program will become more skilled and their work habits will become safer because of their increased knowledge base. Pay for Knowledge is beneficial to the Operator involved, their crew, and the Company. As an added incentive, all participants in the Production Operator Pay for Knowledge program will receive a wage differential on top of their regular rate of pay.

The wage differential will be available to employees once they are certified in practical and written testing and are qualified to perform the duties needed for expansion in their position.

All Operators will be automatically enrolled as a condition of employment. Request for exemption from this program will be reviewed by the department manager on a case-by-case basis.

Rotation will occur only within the employee's unit. Unit and plant seniority would not be impacted by this program.

Operators involved in this program will rotate from their regular position to the position immediately above and below them. Operators will not be expected to move from a temporary position. This differential will be \$0.50 per hour for all hours worked.

#### ***Frequency of Rotation***

Rotation will occur when employees are able to move, taking into account the manpower available and the operating requirements of the plant. Employees participating in the program will be required to rotate a minimum of thirty-six (36) hours per month to receive the differential, unless dictated by shift schedules or conditions beyond their control. Shift Supervisors will keep track of the rotation time per shift via the electronic report system as reported by the individual employee.

The employee's immediate Supervisor will have the final decision if a conflict in this process does occur.

#### ***Clarification of Items Impacted by Pay for Knowledge Movement***

- On Call - All Operators will be on call as per the Collective Bargaining Agreement.



- Fire Crew - In the event of a fire alarm, any Panel Operators that are not trained on the fire crew can resume their position to allow the member of the fire crew to respond to the call.
- Utilities Operators – The accountabilities of the Operators in the Utilities plant (2nd Class Power Engineer and the 3rd Class Power Engineer Field Operators) will not change with the Pay program. The Field Operator moving into the Panel Operator position will remain under the direction of the Panel Operator. The Panel Operator will remain in charge.

**Training and Competency**

Due to current manpower levels, dedicated training time will not always be possible due to plant upsets, special duties, etc. The majority of the training will be "on-the-job". Training will be kept track of on an hourly basis. Individuals will have a sufficient time-frame in which to complete their required training. After such time, the Operator will be required to write, and pass, the appropriate tests to prove their proficiency before being allowed to participate in the program.

Job documentation will continue to be developed for all plants to assist in the training of Operators and to ensure Operator competency in lower plants. A re-certification system will be set up for Operators to show competency in lower plants (that are not being moved through) on a 3-year scheduled basis.

**Higher Position Competency**

When an employee involved in the Production Operator Pay for Knowledge Program is qualified to a higher function, they will receive the higher wage rate (if applicable) for that new position as long as this Letter of Agreement is valid.

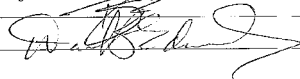
**Transportation and Laboratory**

To qualify for the Production Pay for Knowledge differential, employees in the Transportation and Laboratory units must perform the additional duties that have been identified to ensure a more flexible workforce.

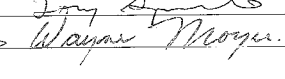
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company:



Signed for the Union:



**LETTER OF AGREEMENT**

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

**Letter of Agreement #4: Standby Pay for Day Workers**

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At times, management may determine that it is appropriate to place an employee with specified skills and qualifications on standby. When this is required the employee will be available to cover all hours during the time period established below.

To facilitate standby the Company will provide employees with a pager and one cellular phone for employees living outside the pager limits.

Employees on standby will make themselves available and will answer a page as soon as possible. In no case will a delay of more than 30 minutes be acceptable.

Responsibility for being on standby will rotate amongst individuals with the required specified skills.

Employees may mutually agree to accept the obligation of another employee's standby responsibility, provided that the other employee is qualified and the Company is informed of the change.

This agreement does not, in any way, relieve employees of the responsibility to comply with Article 5.1 of the Agreement nor does it apply to operators. The following defines standby classifications:

**Workday Standby - \$30.00 per day**

Shall consist of all non-working hours from the completion of work on that day up to the normal starting time of the following day or up to what would be the normal starting time on a day of rest or statutory holiday.

**Non-Working Day Standby - \$60.00 day**

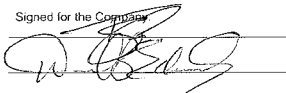
Shall consist of all hours commencing at what would be the normal starting time during an employees workday through to what would be the normal starting time of the following day.

**Statutory holiday Standby pay will be \$75.00 per day.**

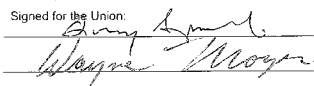
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July 2011.

Signed for the Company



Signed for the Union:



## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

### **Letter of Agreement #5: Temporary Maintenance Coordinator**

Selection of an employee, into the Temporary Maintenance Coordinator position will utilize job seniority in the specified trades. Employees volunteering and agreeing to perform in a Temporary Maintenance Coordinator position will be expected to perform the normal duties and responsibilities of a salaried staff member during the time assigned.

All employees performing the normal duties of the Temporary Maintenance Coordinator position shall be excluded from the grievance procedure and bidding process for all and any issues that may arise during the temporary assignment. All employees agreeing to placement into this temporary position shall provide, at time of acceptance, a declaration to the local Union, stating their agreement and acceptance of the waiver of the specific rights described above, for the duration of their placement into the position respective to the Temporary Maintenance Coordinator position.

The assignment will be based on the balanced resource needs of the Company and will include the following criterion:

- Need for Maintenance Coordinator position, usually during turnaround or project work; and
- Scope and accountability required for the assignment.

An employee will be assessed in regards to being able to achieve the criterion required for the job assignment. Once an employee has demonstrated competency in this criterion, the senior most qualified employee will be offered the opportunity to perform the Temporary Maintenance Coordinator position. This criterion includes but is not limited to:

- able to plan and implement jobs;
- demonstrated MAXIMO competency;
- ability to identify priorities and action items;
- organizational skills;
- monitor work requiring simultaneous completion;
- measure, evaluate and detect problems;
- strong interpersonal/leadership skills;
- strong written and oral communication skills; and
- excellent safety and performance history.

The Temporary Maintenance Coordinator position is not part of the lines of progression of any crew.

Temporary Maintenance Coordinator positions will not, under any circumstance, issue any form of disciplinary action, however, Temporary Maintenance Coordinators shall be empowered to temporarily suspend any employee who is posing a personal threat or danger to either the supervisor, Company property or to others in the actions performed during the performance of their regular duties on the Company work site. This temporary suspension shall not be considered punitive in nature. The Company will then initiate a formal investigation to determine if corrective action is necessary. Temporary Maintenance Coordinators must ensure all people they are responsible for remain in compliance with Koch Fertilizer Canada, ULC Collective Bargaining Agreement and all plant policies and procedures. Temporary Maintenance Coordinators will be responsible for signing all Safe Work Permits within their designated authority.

Temporary Maintenance Coordinator positions will not be permitted to work on tools except when the situation dictates an emergency requirement.

Employees performing the Temporary Maintenance Coordinator role will receive a \$2.00 per hour premium in addition to their current hourly wage for all hours worked under such an assignment. The premium does not form part of the employee's hourly rate for the purposes of calculating overtime or other premium pay.

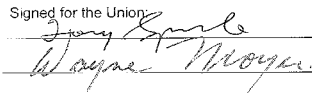
Koch Fertilizer Canada ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company:



Signed for the Union:



## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

### **Letter of Agreement #6: Temporary Maintenance Supervisor**

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Selection of an employee, into the Temporary Maintenance Supervisor position will utilize job seniority in the specified trades. Employees volunteering and agreeing to perform in a Temporary Maintenance supervisor position will be expected to perform the normal duties and responsibilities of a salaried staff member during the time assigned.

All employees performing the normal duties of the Temporary Maintenance Supervisor position shall be excluded from the grievance procedure and bidding process for all and any issues that may arise during the temporary assignment. All employees agreeing to placement into this temporary position shall provide, at time of acceptance, a declaration to the local Union, stating their agreement and acceptance of the waiver of the specific rights described above, for the duration of their placement into the position respective to the Temporary Maintenance Supervisor position.

The assignment will be based on the balanced resource needs of the Company and will include the following criterion:

- Need for Temporary Maintenance Supervisor position; and
- Scope and accountability required for the assignment.

An employee will be assessed in regards to being able to achieve the criterion required for the job assignment. Once an employee has demonstrated competency in this criterion, the senior most qualified employee will be offered the opportunity to perform the Temporary Maintenance Supervisor position. This criterion includes but is not limited to:

- Able to plan and implement jobs;
- Demonstrated MAXIMO competence;
- Ability to identify priorities and action items;
- Analytical skill to organize, schedule and monitor work requiring simultaneous completion;
- Measure, evaluate and detect problems;
- Research and estimate the costs of projects and materials;
- Select the methods and techniques to be utilized by the crew or contractor;
- Strong interpersonal/leadership skills;

- Strong written and oral communication skills; and
- Excellent safety and performance history.
- Good working knowledge of safety codes involving work permitting as well as Environmental regulations and reporting procedures.

The Temporary Maintenance Supervisor position is not part of the lines of progression of any crew.

Temporary Maintenance Supervisor positions will not, under any circumstance, issue any form of disciplinary action, however, Temporary Maintenance Supervisors shall be empowered to temporarily suspend any employee who is posing a personal threat or danger to either the supervisor, Company property or to others in the actions performed during the performance of their regular duties on the company work site. This temporary suspension shall not be considered punitive in nature. The Company will then initiate a formal investigation to determine if corrective action is necessary. Temporary Maintenance supervisors must ensure all people they are responsible for remain in compliance with Koch fertilizer Canada, ULC Collective Bargaining Agreement and all plant policies and procedures. Temporary Maintenance Supervisors will be responsible for signing all safe Work Permits within their designated authority.

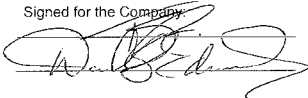
Temporary Maintenance Supervisor positions will not be permitted to work on tool except when the situation dictates an emergency requirement.

Employees performing the Temporary Maintenance Supervisor role will receive a \$2.00 per hour premium in addition to their current hourly wage for all hours worked under such an assignment. The premium does not form part of the employee's hourly rate for the purposes of calculating overtime or other premium pay.

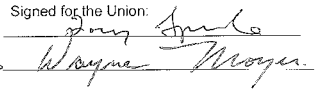
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company:



Signed for the Union:



## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

### **Letter of Agreement #7: Temporary Planner**

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Selection of an employee, into the Temporary Planner position will utilize job seniority in the specified trades or lines of progression. Employees volunteering and agreeing to perform in a Temporary Planner position will be expected to perform the normal duties and responsibilities of a salaried staff member during the time assigned.

All employees performing the normal duties of the Temporary Planner position shall be excluded from the grievance procedure and bidding process for all and any issues that may arise during the temporary assignment. All employees agreeing to placement into this temporary position shall provide, at time of acceptance, a declaration to the local Union, stating their agreement and acceptance of the waiver of the specific rights described above, for the duration of their placement into the position respective to the Temporary Planner position.

The assignment will be based on the balanced resource needs of the Company and will include the following criterion:

- Need for Planner position, usually during turnaround or project work; and
- Scope and accountability required for the assignment.

An employee will be assessed in regards to being able to achieve the criterion required for the job assignment. Once an employee has demonstrated competency in this criterion, the senior most qualified employee will be offered the opportunity to perform the Temporary Planner position. This criterion includes but is not limited to:

- Scope, plan and develop complete job packets for maintenance and turnaround activities, increasing job execution effectiveness and productivity in a safe and cost-effective manner;
- Provide support for Reliability Specialists and Supervisors to plan and conduct major equipment and plant turnaround activities, material selection, procurement activities, kitting and equipment specification/drawing updates;
- Work closely with production and maintenance staff to solve technical problems related to Planning activities;
- Review equipment and parts inventory to ensure needed supplies are available, procure equipment and parts as needed;
- Must have Maximo experience including but not limited to work order entry, job planning and requisitioning;
- Must be able to demonstrate strong mechanical and operations aptitude;
- Must have familiarity with engineering files;

- Must be able to demonstrate ability to read and interpret Schematics and P&ID's;
- Must have the physical capability requirements to perform extensive field research without restriction for planned and prospective maintenance and turnaround activities; and
- Satisfactory attitude and job performance.

The Temporary Planner position is not part of the lines of progression of any crew.

Temporary Planner positions will not be permitted to work on tools except when the situation dictates an emergency requirement.

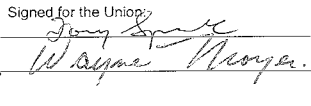
Employees performing the Temporary Planner role will receive a \$2.00 per hour premium in addition to their current hourly wage for all hours worked under such an assignment. The premium does not form part of the employee's hourly rate for the purposes of calculating overtime or other premium pay.

Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company

Signed for the Union:





## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

### **Letter of Agreement #8: Temporary Production Coordinator**

---

Selection of an employee, into the temporary Production Coordinator position will utilize job seniority in the specified trades. Employees volunteering and agreeing to perform in a Temporary Production Coordinator position will be expected to perform the normal duties and responsibilities of a salaried staff member during the time assigned.

All employees performing the normal duties of the Temporary Production Coordinator position shall be excluded from the grievance procedure and bidding process for all and any issues that may arise during the temporary assignment. All employees agreeing to placement into this temporary position shall provide, at time of acceptance, a declaration to the local Union, stating their agreement and acceptance of the waiver of the specific rights described above, for the duration of their placement into the position respective to the Temporary Production Coordinator position.

The assignment will be based on the balanced resource needs of the Company and will include the following criterion:

- Need for Production Coordinator position, usually during turnaround or project work; and
- Scope and accountability required for the assignment.

An employee will be assessed in regards to being able to achieve the criterion required for the job assignment. Once an employee has demonstrated competency in this criterion, the senior most qualified employee will be offered the opportunity to perform the Temporary Production Coordinator position. This criterion includes but is not limited to:

- able to plan and implement jobs;
- demonstrated MAXIMO competency;
- ability to identify priorities and action items;
- organizational skills;
- monitor work requiring simultaneous completion;
- measure, evaluate and detect problems;
- strong interpersonal/leadership skills;
- strong written and oral communication skills; and
- excellent safety and performance history.

The Temporary Production Coordinator position is not part of the lines of progression of any crew.

Temporary Production Coordinator positions will not, under any circumstance, issue any form of disciplinary action, however, Temporary Production Coordinators shall be empowered to temporarily suspend any employee who is posing a personal threat or danger to either the supervisor, Company property or to others in the actions performed during the performance of their regular duties on the Company work site. This temporary suspension shall not be considered punitive in nature. The Company will then initiate a formal investigation to determine if corrective action is necessary. Temporary Production Coordinators must ensure all people they are responsible for remain in compliance with Koch Fertilizer Canada, ULC Collective Bargaining Agreement and all plant policies and procedures. Temporary Production Coordinators will be responsible for signing all Safe Work Permits within their designated authority.

Temporary Production Coordinator positions will not be permitted to work on tools except when the situation dictates an emergency requirement.

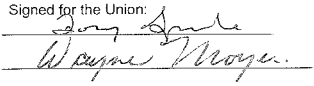
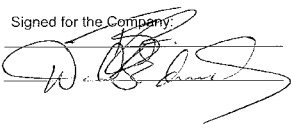
Employees performing the Temporary Production Coordinator role will receive a \$2.00 per hour premium in addition to their current hourly wage for all hours worked under such an assignment. The premium does not form part of the employee's hourly rate for the purposes of calculating overtime or other premium pay.

Koch Fertilizer Canada ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company:

Signed for the Union:



## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

### **Letter of Agreement #9: Temporary Production Supervisor**

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Placement of an employee will be at the sole discretion of the Company. Employees volunteering and agreeing to perform in a Temporary Production Supervisor position will be expected to perform the normal duties and responsibilities of a salaried staff member during the time assigned.

All employees performing the normal duties of the Temporary Production Supervisor position shall be excluded from the grievance procedure and bidding process for all and any issues that may arise during the temporary assignment. All employees agreeing to placement into this temporary position shall provide, at time of acceptance, a declaration to the local Union, stating their agreement and acceptance of the waiver of the specific rights described above, for the duration of their placement into the position respective to the Temporary Production Supervisor position.

The assignment will be based on the balanced resource needs of the Company and will include the following criterion:

- Need for Temporary Production Supervisor position; and
- Scope and accountability required for the assignment.

An employee will be assessed in regards to being able to achieve the criterion required for the job assignment. This criterion includes but is not limited to:

- strong interpersonal relationship skills;
- strong written and oral communication skills;
- ability to identify priorities and action items;
- analytical skill to organize and monitor work requiring simultaneous completion;
- measure, evaluate and detect problems;
- excellent safety and performance history;
- select the methods and techniques to be utilized by the crew;
- able to plan and implement jobs;
- research and estimate the costs of projects and materials;
- good working knowledge of safety codes involving work permitting as well as Environmental regulations and reporting procedures; and
- demonstrated MAXIMO competency.

The Temporary Production Supervisor position is not part of the lines of progression of any crew. Crew manning levels will not be reduced as a result of an employee performing the Temporary Production Supervisor position.

Temporary Production Supervisor positions will not, under any circumstance, issue any form of disciplinary action, however, Temporary Production Supervisors shall be empowered to temporarily suspend any employee who is posing a personal threat or danger to either the supervisor, Company property or to others in the actions performed during the performance of their regular duties on the Company work site. This temporary suspension shall not be considered punitive in nature. The Company will then initiate a formal investigation to determine if corrective action is necessary. Temporary Production Supervisors must ensure all people they are responsible for remain in compliance with Koch Fertilizer Canada, ULC Collective Bargaining Agreement and all plant policies and procedures. Temporary Production Supervisors will be responsible for signing all Safe Work Permits within their designated authority.

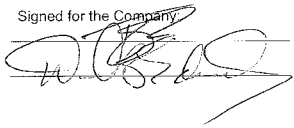
Temporary Production Supervisor positions will not be permitted to work on tools except when the situation dictates an emergency requirement.

Employees performing the Temporary Production Supervisor role will receive a \$2.00 per hour premium in addition to their current hourly wage for all hours worked under such an assignment. The premium does not form part of the employee's hourly rate for the purposes of calculating overtime or other premium pay.

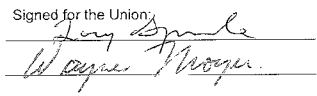
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July 2011.

Signed for the Company:



Signed for the Union:



LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

**Letter of Agreement #10: Pay Rate for Casual Employees Assigned to the Laboratory**

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The Company and the Union recognize that the knowledge required of Casual Employees in the Laboratory exceeds that required of Casual Employees in other areas of the plant. Also, for the purposes of vacation coverage, Casual Employees working in the Laboratory are required to perform duties of Laboratory Technicians who receive "A" rate for the work they perform.

For these reasons, Casual Employees assigned to the Laboratory shall be considered an exception to Appendix D, and shall be paid as follows:

- For the first six (6) weeks, or two-hundred forty (240) regular hours of employment in the Laboratory, the Casual Employee in the Laboratory shall be paid the Casual rate. All overtime worked during this period will be paid at double the Casual rate;
- So long as the Casual Employee has been deemed competent in the required lab functions, all remaining hours worked by the Casual Employee in the Laboratory shall be paid at "L" rate, and overtime paid at double the "L" rate; and
- Any hours worked outside of the Laboratory shall be paid at the Casual rate and overtime will be paid at double the Casual rate for any applicable hours.

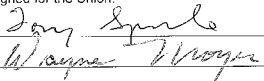
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July 2011.

Signed for the Company



Signed for the Union:



**LETTER OF AGREEMENT**

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

**Letter of Agreement #11: Hours of Work in the Laboratory**

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The Company and the Union recognize that the job requirements of the bargaining unit members assigned to the Laboratory require flexibility of hours beyond the normal work day for day workers as outlined in Article 4.4.

The regular sampling, testing, and analysis of product required for daily reporting benefits from a portion of the Laboratory employees to begin their work day prior to 0730 hours. For this reason, individuals working in the Laboratory have the option of working either:

- 0600 to 1400 Monday to Friday; or
- 0730 to 1530 Monday to Friday, as per Article 4.4.

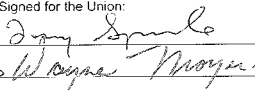
The scheduling of the Laboratory Technicians remains subject to the approval of the Laboratory Supervisor.

Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July, 2011.

Signed for the Company:

Signed for the Union:



**LETTER OF AGREEMENT**

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

**Letter of Agreement #12: Joint Training Committee**

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The Company and the Union recognize that effective training of all personnel positively contributes to the safe, efficient and sustainable operation of the plant.

The Company and the Union will work cooperatively to develop a Joint Training Committee. This committee shall consist of an equal number of representatives from both the Company and the Union.

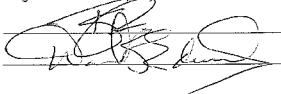
The focus of this committee will be the development of training programs, training schedules and their implementation.

It is mutually agreed that once the Joint Training Committee structure is determined, the committee will be recognized as a standing committee as per Article 17.1.

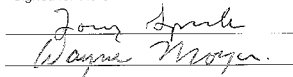
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July 2011.

Signed for the Company:



Signed for the Union:



# LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

## **Letter of Agreement #13: Maintenance Coordinator and Maintenance Planner**

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The Company and the Union recognize that there is a need to operate and maintain the Brandon facility in a manner that will ensure the economic viability of this site. One of the methods used within the industry is to utilize the workforce in a manner that allows them to become more fully trained and flexible. This movement to a more flexible workforce will help ensure the Brandon site operates in the most effective manner possible.

The Company and the Union will form a committee to develop a Maintenance Coordinator and Maintenance Planner program. This committee shall consist of an equal number of representatives from both the Company and the Union.

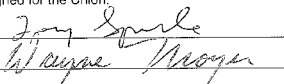
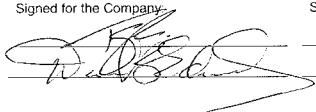
Any monies or premiums produced from the development of this program will be mutually agreed upon by the Company and the Union as per Article 1.1.

Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July 2011.

Signed for the Company:

Signed for the Union:





## LETTER OF AGREEMENT

between

**KOCH FERTILIZER CANADA, ULC**

and

**UNITED STEELWORKERS, LOCAL 7184**

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### **Letter of Agreement #14: Short Term Disability Calculation**

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The Company and Union have agreed to report earnings for Short-term Disability applications in the following manner:

1. Production employees will have their earnings reported based on the regular schedule of 84 hours in each two (2) week period - this consists of 80 regular hours and four (4) overtime hours.
2. Maintenance employees will have their earnings reported based on the regular schedule of 80 regular hours in each two (2) week period.
3. Actual disability earnings will be calculated based on the regular scheduled hours of the Employee. The Company will submit a copy of the employee's schedule along with the Employer's report to the insurance carrier.
4. The period of disability will be based on the physician's report as approved by the adjudicating carrier.
5. Regular wages and premiums that will be reported include:
  - Base Rate (80 hrs every two weeks)
  - Overtime Rate (4 hrs every two weeks - Production Employees only)

The following premiums will be reported based on number of hours worked (ie. 84 hrs every two weeks for Production Employees and 80 hours every two weeks for Maintenance Employees):

- Continuous Shift Differential (Production Employees only)
- Ticket Premiums (Power Engineering Tickets, Journeyman Tickets etc. if applicable to the individual)
- Rotation/Pay for Knowledge (if applicable to the individual)

For example:

Production Sample Calculation	Maintenance Sample Calculation
<i>Shift Worker with 3<sup>rd</sup> Class PE Ticket &amp; Rotation Pay Journeyman Ticket</i>	<i>Millwright with Red Seal</i>
Regular (inc. 2 premiums): 80hrs x 30.61 = 2488.80 29.86 = 2388.80	Regular Hours: 80 x
OT Hours: 4hrs x 61.22 = 244.88 40.00	PFK (if applicable) 80 x 0.50 =
Shift Differential: 84hrs x 0.75 = 63.00 2428.80	Bi-weekly Earnings:
Rotation Pay (if applicable) 84hrs x 0.50 = 42.00	
Bi-weekly Earnings: 2798.68	

This calculation will be submitted to the insurance provider along with the posted schedule.

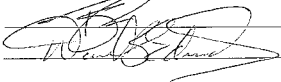
Using the Production Example to reach the daily rate:	
Bi-weekly Earnings:	2798.68
Daily Earnings (2798.68 / 7 shifts)	399.81 / day
Disability Rate (399.10 x 70%)	279.87 / day

This amount will be paid out according to the regular schedule and the days the employee was scheduled to work during the period of disability.

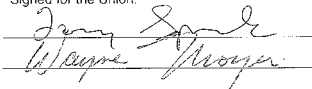
Koch Fertilizer Canada, ULC and the Union agree that this Letter of Agreement is done without prejudice and will not be considered precedent setting.

Dated at Brandon, Manitoba this 22 day of July 2011.

Signed for the Company:



Signed for the Union:



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