

# Collective Agreement

between



**IMC**

**IMC POTASH  
COLONSAY INC.**

and

**United Steelworkers  
of America**



**Local 7656**

**dated December 1, 2000**

00228 (08)

## TABLE OF CONTENTS

Page	Article	
	1	Recognition & Definition Contracting Out
6	2	Management
7	3	No Discrimination
7	4	Grievance Procedure - Stage One <b>- Stage Two</b> - Stage Three - Group Complaints - General Provisions - Stewards & Grievance Committee Members
12	5	Arbitration
14	6	Discharge & Suspension
16	7	No Cessation of Work
16	8	<b>Seniority</b> - <b>Notice of Lay Off</b> - Recall Procedure
24	9	Job Posting
28	10	Transfers
30	11	Probationary Employee
31	12	Temporary Employees
33	13	Absence
39	14	Annual Vacation
41	15	Public Holidays
44	16	Hours of Work & Overtime
51	17	Departments & Seniority Lists
52	18	Special Training
53	19	<b>Safety &amp; Health</b>
56	20	Disabilities
57	21	Copies of Agreement
57	22	Wages
67	23	Bulletin Boards
68	24	Notices
68	25	Union Security
70	26	Technological Change
74	27	Severance
75	28	General Provisions
76	29	Duration of Agreement
76	Appendix A	CWS Manual

<b>Page</b> 77	Appendix B	Learner Period Classification Analysis
78	Appendix C	P&M Standard Hourly Wage Scale Schedule of Job Classes & Job Titles (P&M) Multi-Skill Rates Mill & Mine Progression
87	Appendix D	Apprenticeship & Training
94	Appendix E	Office - Technical Wages Schedule of Office & Technical Job Classes and Job Titles
104	Appendix F	<b>12</b> Hour Shift Schedules
107	Appendix G	Concepts for Placement of Dislocated Employees
108	Appendix H	Voluntary Early Retirement
109	Appendix I	Vacations -Hourly -- Use of Full Entitlement
110		Summary of Group Benefits
118		Letters of Intent Safety Boots & Protective Clothing Vacation Makeup Pay Travel Vouchers Severe Weather Emergency Response Program Scheduled Overtime Shift Apprenticeships - Aptitude Testing
125		Letter of Understanding Summer Student Rates

**THIS** AGREEMENT

made this *30th day of November, 2000*

BETWEEN:

***IMC POTASH COLONSAY INC.***

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

Party of the first part

and

UNITED STEELWORKERS OF AMERICA,

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

Party of the second part

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

## **GENERAL PURPOSE**

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

## **ARTICLE 1**

### **Recognition and Definition**

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

### **1.03**

- (a) The Company shall have the right to contract out work. However, such contracting out will not result in bargaining unit employees being laid off, displaced, demoted, or denied a promotion to a vacancy in accordance with Section **9.02**.
- (b) In an effort to **maximize** employment opportunities for the employees at *IMC Potash Colonsay Inc.* the Company will be guided by the principle that work capable of being performed by bargaining unit employees will be performed by bargaining unit employees where it is reasonable to do so.
- (c) Except in the case of an emergency, the Company will, prior to the issuing of any contract for work on site, notify the union of the nature of the work to be done, the anticipated number of people to be employed, and the anticipated duration thereof.
- With regard to contracts issued for work off site, the company will meet from time to time with the union to review the issuance of such contracts.
- (d) Upon receipt of the notice under **1.03 (c)** the Union may request a meeting with the Company of up to two (**2**) members of the Union and the Union president or his/her designate to discuss the information provided in accordance with **1.03 (c)**.

## **ARTICLE 2**

### **Management**

**2.01** The Union agrees that the Company has exclusive right:

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

## **ARTICLE 3**

### **No Discrimination**

- 3.01** No employee of the Company shall be discriminated against by either party because of membership or non-membership in any lawful union, or because of participation in the Union as an official, or in any lawful association of employees or because of race, colour, sex, age, religion, national extraction, social origin or political belief or for any other reason.
- 3.02** Except as provided for in this Agreement there shall be no union activity on the Company's time or on its property. Casual conversation which does not unduly interfere with the work of any person employed by the Company shall not be regarded as union activity.

## **ARTICLE 4**

### **Grievance Procedure**

- 4.01** An employee is urged to attempt to settle any complaint or dispute with his/her immediate supervisor before proceeding with the Grievance Procedure.
- 4.02** It is agreed that the settlement of any grievance shall not conflict with the provisions of this Agreement. Such settlement shall be binding on the Company, the Union and the employee(s) concerned but it shall not be construed as a precedent in respect to any other grievance.
- 4.03** Should any difference as to the interpretation,



application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is **arbitrable** arise between the Company and the Union or between the Company and any employee, an earnest effort shall be made to settle such difference in the following manner:

## **Stage One**

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

## **Stage Two**

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

## **Stage Three**

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

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

## **Group Complaints**

**4.07** In the event that two (2) or more employees have complaints as to the interpretation, application,

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

## **General Provisions**

**4.08** Any difference which arises directly between the Union and the Company as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is **arbitrable** may be submitted in writing by either of the parties to the other. Within **five (5)** days following receipt of this notice, there shall be a meeting between the Grievance Committee of the Union, accompanied by a Staff Representative of the Union, and representatives designated by the Company. The reply from one of the parties to the other shall be given within five (5) days after such meeting. If no settlement is reached, the difference may be submitted to arbitration according to the provisions of Section **4.11** of this Agreement.

**4.09** Each step to be taken under the procedures set forth in this Article (including any reference to arbitration) and in the Article relating to Discharge and Suspension Cases shall be taken by the party concerned within the time limit set forth, or the matter shall be abandoned by mutual written agreement between the Company and the Union.

- 4.10** Any and all time limits, including the time limits in Stage One, fixed by this Article for the taking of action by either party or by an employee may at any time be extended by mutual agreement in writing.
- 4.11** In the event that any difference as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is **arbitrable** shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party to the other within twenty-one (21) days from the giving of the decision of the Management Representative at Stage Three be referred to arbitration as hereinafter provided. If no decision be given within the applicable period allowed above for the purpose, notice of arbitration may be given within twenty-one (21) days after the expiration of such period.
- 4.12** In filing a grievance, public holidays and the **grievor's** scheduled days off, vacation days and floating holiday, and in responding to a grievance, public holidays and the supervisor's scheduled days off, vacation days and floating holiday, shall not be counted in determining the time within which any action is to be taken in each of the three stages of the Grievance Procedure or under Section **4.08** of these General Provisions.

### **Stewards and Grievance Committee Members**

- 4.13** The Union may choose Stewards to assist in processing grievances and to otherwise represent the Union. These Stewards must have completed their probationary period provided for by Section **11.01**.

Their number in the aggregate shall not be more than one (1) for each fifteen (15) employees.

- 4.14** If it is necessary for any Steward or Grievance Committee Member to take time off during working hours to investigate or attempt to settle a grievance, he/she will make mutually satisfactory arrangements with the Foremen or Supervisors concerned. A Steward or Grievance Committee Member shall not suffer loss of pay for time spent in the performance of these duties during his/her regular working hours.
- 4.15** The Union shall notify the Company in writing of the names of Stewards or Grievance Committee Members from time to time appointed or elected and the Company shall not be required to **recognize** any Steward or Grievance Committee Person not named in such a notice.

## **ARTICLE 5**

### **Arbitration**

- 5.01** In any case in which an arbitration shall be required under this Agreement, the Union and the Company shall attempt to agree upon an arbitrator within ten (10) days from the date of the receipt of notice of arbitration.
- 5.02** Should the Union and the Company fail to agree upon the appointment of an arbitrator, the arbitrator shall be selected from the panel in Section **5.03** of this Agreement. Any member of the panel, who having been requested in his/her turn to act as arbitrator and is unwilling or unable to act, shall not again be requested to act until his/her name comes up again

on the regular rotation of the panel.

**5.03** For the duration of this Agreement, the panel of arbitrators shall be:

**K. Norman**  
**D. McLeod**  
**W. Matkowski**

**5.04** Each grievance submitted to arbitration shall be heard separately unless otherwise agreed to between the parties.

**5.05** Arbitrations shall be heard at **Saskatoon** or at such other place as the parties shall mutually agree upon in writing.

**5.06** The issue(s) raised in the written grievance and in the written reply thereto or, in the case of a difference directly between the Union and the Company, the issue(s) raised in the written representation by the applicant for arbitration and in the reply thereto by the other party shall be presented to the arbitrator and his/her award shall be confined to such issue(s).

**5.07** Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments orally and/or in writing.

**5.08** The expenses of the arbitrator and of the place of the hearing shall be borne in equal shares by the Union and the Company.

**5.09** Witness fees and allowances shall be paid by the party calling such witnesses.

- 5.10** No costs of arbitration shall be awarded to or against either party.
- 5.11** The decision of the arbitrator as to the facts and as to the meaning or application of the provisions of the Agreement shall be conclusive and binding upon all parties concerned but in no case shall the arbitrator be **authorized** to alter, modify or amend any part of this Agreement. However, the arbitrator may, before the close of the hearing of a discharge grievance, request that the Company and the Union make a further attempt to settle such grievance.
- 5.12** The arbitrator shall be requested to give his/her award within a period of fifteen (**15**) days after the close of the hearing.

## **ARTICLE 6**

### **Discharge and Suspension**

- 6.01** If an employee believes that he/she has been discharged or suspended without just and sufficient cause, the matter shall be presented at Stage Two of the Grievance Procedure by the **grievor** and/or his/her Steward within five (**5**) days after written notice of such suspension or discharge has been given and not otherwise.
- 6.02** A grievance filed in accordance with Section **6.01** may be resolved at any stage of the Grievance Procedure or at arbitration by confirmation of the discharge or suspension or by reinstatement of the employee without loss of seniority or wages or by any settlement as seems just and reasonable in all the circumstances or as determined by the arbitrator.

**6.03** Copies of all disciplinary notices will be given to the employee and a copy shall be sent to the local Union President.

**6.04** Six (6) months from the receipt of a written warning notice by an employee and provided the employee does not receive another warning for a similar **offense** during this six (6) month period, this warning shall be stricken from the employee's record.

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

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

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

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

**6.07**

(a) *When a meeting is held for the purpose of presenting a written warning, the employee who is receiving the discipline shall have a Shop Steward present at the meeting.*



- (b) When a meeting is held for the purpose of suspension or discharge, the employee who is being suspended or discharged shall have a Union representative at the meeting.

## **ARTICLE 7**

### **No Cessation of Work**

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

## **ARTICLE 8**

### **Seniority**

#### **8.01**

- (a) The Company and the Union agree that, subject to the requirements of the operations, job opportunity and job security should increase with an employee's length of service with the Company.
- (b) In any case of training or promotion (except to a position of which the occupant is not classified as an employee), or in demoting an employee, the qualified

employee with the greatest Company seniority within the department shall be entitled to preference. In any case of layoff, or transfer in accordance with Section **10.03**, the qualified employee with the greatest Company seniority shall be entitled to preference.

- (c) *Notwithstanding 8.01 (b), in any case of an emergency layoff of six (6) days or less, or a Christmas layoff of six (6) days or less extending from the start, when Christmas Day is observed, through to the end of the period, when New Year's Day is observed, the qualified employee with the greatest Company seniority within the department shall be entitled to preference.*
- (d) The term "qualified" shall mean the physical fitness and the ability to meet the normal requirements of the job.

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

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

**8.04** Company Seniority of an employee shall be lost when:

- (a) he/she voluntarily quits his/her employment, or
- (b) he/she is discharged, or
- (c) he/she fails to return to work immediately upon

completion of an **authorized** leave-of-absence, unless he/she gives reason satisfactory **to** the Company for such failure to return to work, or

- (d) he/she is laid off by the Company for a period of more than
  - (i) twelve (**12**) months where the employee has less than one (**1**) year of Company seniority at the date of layoff;
  - (ii) twenty-four (**24**) months where the employee has one(l) year but less than five (**5**) years of Company seniority at the date of lay off;
  - (iii) forty-eight (**48**) months where the employee has five (**5**) years or more of seniority at the date of layoff, or
  - (iv) sixty (**60**) months where an employee has more than ten (**10**) years of service at the date of lay off; or,
- (e) he/she works for another employer while absent from his/her employment with the Company whether he/she is on approved leave-of-absence or otherwise except when the Company approves such work, or except in a case of layoff for lack of work.

### **8.05 Recall Procedure**

- (a) For the period of time for which an employee retains seniority from the date of layoff for lack of work as provided for in Section **8.04** he/she shall have preferential rights for rehiring (but *only for jobs whose occupants would be classified as employees*) in accordance with the following provisions:

Those most recently laid off shall be sent notices by

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

*The above mail recall notice provisions do not apply if the period of layoff is for six (6) days or less.*

*For jobs of a temporary or emergency nature within a layoff (with work to be allocated on a weekly basis in either situation), employees will be notified and recalled by phone call by the Company in accordance with Company seniority and qualifications.*

## CONCEPTS TO BE CONSIDERED FOR THIS ARTICLE

The following procedures would form the basis of the recall to regular jobs:

- i) If an employee does not respond to such notice, then the Company will not be required to rehire the individual.
- ii) The notice will contain information as to the

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

- ix) If, for any reason other than the operation of the above provisions it is not possible to recall the employee to the position that he/she occupied at the time of the layoff, then the Company will refer to the concepts for dislocated employees in Appendix G.
- x) Once such a determination is made the employee will be offered in so far as is possible a position that is as near as possible to the position that he/she occupied at the time of layoff in terms of wage rate so as to ensure as little reduction in earnings as possible.
- xi) Should an employee who is not recalled to the position he/she occupied prior to the layoff, but who does return to the position offered, has reasonable cause to believe that he/she is qualified and has greater seniority than a person who was recalled to that position, then he/she shall within ten (10) days of his/her return to work make known to the Company the person **he/she** believes was wrongly placed in the position.
- xii) Upon receiving such a complaint the Company would investigate the complaint, and if there is merit to the complaint the Company would return the complainant to the position that he/she occupied at the time of the layoff. The Company would then determine which position the person who has been wrongly placed should be moved to be given consideration of his/her qualifications and seniority.
- xiii) In the case of an employee who is recalled to a position that is not the position that the employee occupied at the time of layoff, but is recalled to a position that carries a lower wage rate, and who has reasonable cause to believe

that he/she is qualified and has the seniority to hold another position, then he/she shall make his/her concerns known in a fashion consistent with that set out above.

xiv) The Company would respond to such a complaint in a fashion consistent with that set out above.

(b) An employee may refuse a recall to a temporary assignment or to a job other than his/her regular job and may also elect layoff in lieu of a demotion to a lower job classification without loss of subsequent recall rights except as set out in **8.04**.

(c) An employee exercising the provisions of **8.05 (b)** need not be recalled for any job other than the job he/she designated until such time as he/she notifies the Company in writing that he/she is prepared to accept any other job available to which he/she may be recalled.

(d) During a period where the Company is in a production shutdown and layoffs have occurred,

i) Where an employee has been recalled for work which he/she is qualified and senior to perform and work subsequently arises that is either work for which he/she holds a current posting or is one that the individual has held a previous posting or has been trained, the Company will **re-assign** that person to such work provided the work lasts for four (4) days or more.

ii) It is **recognized** that particular jobs require the original crew or group of employees who have current skills and knowledge concerning

such jobs. However, the Company agrees that a “core” of these employees, not to be less than **50%** of the crew, would in most crews, be sufficient to ensure effective and **efficient** job completion. Up to the other **50%** of the crew can be senior employees who have closely related skills and knowledge and who have performed closely related tasks.

- iii) Where the duration of a job *is two (2)* weeks or more and an employee can be trained in three **(3)** days or less to be qualified for the job, the senior employee will be given the opportunity to fill the job.

When the duration of a job is one **(1)** week or more but less than two **(2)** weeks and an employee can be trained in one **(1)** day or less to be qualified for the job, the senior employee will be given the opportunity to fill the job.

- (e) An employee who is demoted to a lower rated job due to a reduction in the workforce will maintain his/her base rate of pay for a maximum of twelve **(12)** calendar months from the date of demotion provided he/she has twelve **(12)** months of service in the classification he/she was demoted from.

## **LAYOFF NOTICE**

### **8.06**

- (a) *Employees shall be entitled to layoff notice in accordance with the 1994 Saskatchewan Labour Standards Act, and accordingly if the period of layoff is for six (6) days or less, notice is not required.*
- (b) Employees who have been laid off for more than fourteen **(14)** days will be entitled to subsequent



layoff notice or pay in lieu of notice which shall not be less than:

- i) no notice if the employee's period of employment is less than three (3) months;
- ii) one (1) week's notice if the employee's period of employment is more than three (3) months but less than one (1) year;
- iii) two (2) weeks notice if the employee's period of employment is more than one (1) year but less than three (3) years;
- iv) three (3) week's notice if the employee's period of employment is more than three (3) years but less than five (5) years;
- v) five (5) weeks notice if the employee's period of employment is five (5) years or more.

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

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

## **ARTICLE 9**

### **Job Posting**

- 9.01** The Company shall determine the number of employees in each job classification and if a vacancy in a job classification is to be filled or to be left vacant and communicate such in *writing* to the Union.

## **9.02**

- (a) Particulars of every position to be filled, other than a position designated for site-wide posting or a temporary vacancy shall be posted on the Department's bulletin board for seven (7) calendar days. An employee desiring the job shall make application within the seven (7) days by completing the application form provided by the Company. The employee and the Union shall each receive a copy of the application. The position shall be filled by the qualified applicant employee within that department with the greatest Company Seniority, with the exception of vacancies in positions identified by \*\* on the schedule of job classes and job titles which shall be posted only in accordance with Article 9.03. Lines of progression for Mine Department and Mill Department postings are outlined in Appendix C.
- (b) The Company will provide the Union with copies of postings.

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

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

- 9.03** If the position is not filled in accordance with Section 9.02 the particulars shall be posted on the bulletin boards in all departments. Such notice shall be

posted for seven (7) calendar days. An employee desiring the job shall make application within the seven (7) days by completing the form provided by the Human Resources Department. The employee and the Union shall each receive a copy of the application. The position shall be filled by the qualified applicant employee with the greatest Company Seniority.

#### **9.04**

- (a) For positions which are posted the successful applicant will be provided reasonable training to perform the job.
- (b) Notwithstanding section **9.02** and **9.03**, where a position is to be filled, such position will be awarded to the senior applicant in accordance with the qualifications outlined in the line of progression concerned.

The senior lower bracketed employee will be provided the training to qualify for the next higher bracketed job in their line of progression provided the employee has achieved the total time requirements in that line of progression to be awarded the next higher bracketed job.

- (c) Notwithstanding Section **9.03**, for positions posted site-wide only, with the exception of postings in the Office and Technical Department, the senior applicant will receive the bid and will be provided a reasonable training period to perform the job.
- (d) An employee who has received a job posting shall be granted a period of thirty (30) shifts worked for the employee and the Company to assess the employee's suitability for the position.

Where an employee wishes to return to his/her former position, or the employee fails to satisfactorily perform the duties in a position, then the employee shall be returned to his/her former position and all postings that were filled as a direct result of the posting will be nullified and employees involved will return to their former positions.

The employee must make his/her request to return to his/her former position within thirty (30) shifts worked from the date of transfer to the new position.

**9.05** If any employee who has been selected to fill a vacancy posted in accordance with the provisions of this Article applies for and is selected to fill another vacancy before he/she takes up the first position then the first vacancy need not be posted again but may be filled in accordance with this Article 9 from among the original applicants.

**9.06**

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

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

- (b) The Union will be informed in writing of temporary vacancies in a position. *This will include only those vacancies sixty (60) days or greater in duration or thirty (30) days or greater and mutually agreed to by the Company and the Union as per 9.06 (a).*

**9.07** The Company shall post the name of the selected candidate or the fact that no candidate has been chosen within seven (7) days following the last posting day mentioned above. The Company shall transfer the successful bidder in a timely fashion following the posting of the successful bidder's name.

## **ARTICLE 10**

### **Transfers**

**10.01** If the transfer of an employee from one department to another is required by the Company for the efficient conduct of operations, the employee, upon completion of two (2) months from the date of his/her transfer, shall return to his/her previous position in the department from which he/she was transferred. This two (2) month period may be extended for a further specified period by mutual agreement of the Company and the Union. Such transferred employees shall only be eligible to bid on positions in their original department or on site-wide posted positions.

**10.02** The Company, because of considerations of health, may after consultation with the Union to explore suitable accommodation, transfer an employee from one department to another.

**10.03** An employee who wishes to transfer to another department shall file a written application with the Human Resources Department. The applicant shall be given consideration for vacancies which have not been filled in accordance with Section **9.03**.

**10.04** Nothing in the Agreement shall be construed to preclude the transfer of an individual employed by the Company who is excluded from the category of an employee to a position where he/she is included in such category or vice-versa. In a case where such a transfer is temporary in nature, the employee shall continue to accumulate Company seniority and submit Union dues. If an Acting Supervisor is on duty, the crew of workers under his/her direction will be notified.

In the case where such a transfer is permanent in nature, the employee shall retain, but not accumulate Company seniority in accordance with **10.04 a)** and **b)**:

- (a) An employee who transfers from a bargaining unit position to a position outside the bargaining unit, shall maintain all seniority held at the time of transfer should he/she return to the bargaining unit within the twelve (**12**) month period from the date of transfer.
- (b) In the event a former bargaining unit employee who has been transferred to a non-bargaining unit position is transferred back to a bargaining unit position after the twelve (**12**) month period as referred in **10.04 (a)**, the employee shall lose all maintained seniority and he/she shall begin accumulating seniority from the date of transfer back to the bargaining unit.

- (c) *The Company agrees not to exceed the designation of twenty-five (25) bargaining unit employees as temporary Acting Supervisors at any given time and will provide a current list to the Union of these employees in writing. The Company reserves the right to change those employees designated as temporary Acting Supervisors at any time.*

A list of bargaining unit employees who have been temporarily appointed as Acting Supervisors, *and the hours they have been paid*, will be provided to the Union on a monthly basis.

### **10.05 Job Substitution**

- (a) If an employee substitutes in any job for a period less than four (4) hours in one shift he/she shall receive the full rate for the job or his/her regular rate, whichever is greater.
- (b) If an employee substitutes in any job for a period greater than *or equal to* four (4) hours in one shift he/she shall receive the full rate for the job or **his/her** regular rate, whichever is greater, for the full shift.

## **ARTICLE 11**

### **Probationary Employees**

- 11.01** Notwithstanding anything to the contrary contained in this Agreement an employee shall be considered to be a probationary employee and the employee shall have no Company seniority until the employee has actually worked four hundred (400) hours within the employee's regular schedule, at which time the employee shall become entitled to Company seniority

dating from the employee's last hiring with the Company.

- 11.02** A probationary employee may take advantage of the Grievance Procedure except that such probationary employee may be terminated for lesser cause than an employee who has completed his/her probationary period. The termination of a probationary employee shall be at the sole discretion of the Company, provided that the decision of the Company is not arbitrary, discriminatory or in bad faith.

## **ARTICLE 12**

### **Temporary Employees**

#### **12.01**

- (a) A temporary employee is one who has been hired for work of a temporary nature, or because of a temporary increase in work or production schedules. It shall be specifically stated and acknowledged at the time of hiring that the individual is a temporary employee. The term of employment for a temporary employee shall not exceed ninety (90) days within any three hundred sixty-five (365) consecutive day period, unless otherwise mutually agreed to, in writing, prior to the ninetieth (90th) day.
- (b) Temporary employees shall be classified and compensated on the same basis as regular employees. When overtime work is necessary, regular employees shall be given first consideration.

- 12.02** A temporary employee will be given consideration for regular employment should a vacancy occur in any



position to be posted under Article **9.03** of the Collective Agreement. Such consideration will only be given after it has been determined that there is no qualified applicant amongst the regular employees.

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

**12.04** A temporary employee may take advantage of the Grievance Procedure except that such temporary employee may be terminated for lessor cause than a regular employee. The termination of a temporary employee shall be at the sole discretion of the Company, provided that the decision of the Company is not arbitrary, discriminatory or in bad faith. The temporary employee may not have access to the Grievance Procedure for the purposes of Article **12.02**.

**12.05**

(a) During a temporary employee's employment, eligibility for extended health and dental benefits will be available to the employee after the completion of the two hundred forty (**240**) hours worked in a twenty-six (**26**) week period and subject to the eligibility clauses in the benefit plan documents. In any case, the temporary employee will not be eligible for benefits earlier than a regular employee. The benefits will only provide coverage for the duration of the individual's temporary employment.

- (b) During a temporary employee's employment, Life Insurance and AD&D benefits will be provided on the same basis as regular employees.

## **ARTICLE 13**

### **Absence**

**13.01** When hereafter an employee is absent on a **leave-of-absence** or otherwise for a period in excess of thirty (30) days, except in cases of *Elder/Dependent Care (as outlined in Article 13.02)*, disabling accident, sickness, or attendance at an approved training course, such excess period shall not be counted and shall be excluded in computing his/her Company seniority. The thirty (30) day period will be in addition to any government legislated **leave-of-absence**.

**13.02** Personal Leave -An employee shall be allowed up to thirty (30) days leave-of-absence without pay for personal reasons, *or up to ninety (90) days leave-of-absence without pay for Elder/Dependent Care*, if

- (a) he/she requests it in writing from the Company and
- (b) the leave is for good reason and does not interfere unduly with the Company's operation. In an emergency situation such leave may be granted upon a verbal request.
- (c) *In the case of Elder/Dependent Care, should the leave-of-absence exceed thirty (30) days, the employee's eligibility for benefit coverage ceases, however, employees may choose to continue Life Insurance and*

*AD&D Insurance coverage by reimbursing the Company for the premium cost.*

**13.03**

- (a) If the Company is given at least one (1) week's notice in writing, a leave-of-absence, without pay, will be granted to employees who have been elected or appointed by the Union, not to exceed seven (7) in number to attend Union Labour seminars, courses, conferences or to attend to other Union business such as negotiation preparations, arbitration preparations and attendance. Additional employees may also be granted such leave-of-absence provided they can be spared.
- i) The Company will pay members of the Union Negotiating Committee (maximum seven (7) members) at his/her base rate for scheduled time lost for each day of negotiations with the Company. If a work stoppage is in effect, this payment will not apply. Such hours will be considered as time worked for the calculation of overtime payment,
  - ii) The Company will pay members of the Union Negotiating Committee (maximum seven (7) members) for eight (8) hours at his/her base rate for each day of negotiations with the Company on his/her day off. If a work stoppage is in effect, this payment will not apply. Such hours will not be considered as time worked for the calculation of overtime payment.
- (b) The Company will grant the Union President or his/her designate a leave-of-absence, without pay, for not more than three (3) consecutive working days, for

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

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

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

**13.06** If an employee is absent from work

- (a) because of the death of the employee's spouse, child, parent, brother, sister, grandparent, grandchild, or spouse's parent, the employee shall be paid their basic hourly rate for three scheduled work days, to a maximum of thirty-six (36) hours pay, within a five (5) calendar day period following the death. The first day of the five (5) day period shall commence, at the employee's option, either on the day of the occurrence or the day following the death, or

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

- (b) to attend the funeral of the employee's niece, nephew, or brother-in-law, sister-in-law, or spouse's grandparent, the employee shall be paid their basic hourly rate for scheduled time lost up to a maximum of three (3) consecutive shifts, to a maximum of thirty-six (36) hours pay.

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

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

### **13.07**

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

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

his/her department or the security guard on duty to report his/her absence.

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

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

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

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

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

<b><u>Years of Service</u></b>	<b><u>Hours</u></b>
Less than <b>12</b> months	Will prorate <b>24</b> hours based on full months worked, after completing probationary period.
1	<b>24</b>
2	<b>24</b>
3	<b>32</b>
4	<b>40</b>
5	<b>48</b>
6	<b>56</b>
7 or more	<b>64</b>

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

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

## **ARTICLE 14**

### **Annual Vacation**

#### **14.01**

- (a) An employee with less than one **(1)** year of continuous or accumulated employment (as hereinafter defined) as of May 1 shall be granted an annual vacation amounting to ten **(10)** hours for each month of service and vacation pay equal to seven percent **(7%)** of the employee's total earnings during the period of their employment ending such May **1**.
- (b) The Company may designate a vacation closure, not to exceed three **(3)** weeks in duration to occur in the months of July and/or August. The commencement and conclusion of any such vacation closure may be adjusted in accordance with the shutdown and startup of the Mine and the Mill.
- (c) Unless an employee is required to work during any designated vacation closure he/she will be required to use three weeks of his/her vacation entitlement during the vacation closure.
- (d) Employees will be paid their vacation pay entitlements by the end of the first full pay period in May. This payment will be made even in those years in which the Company does not designate a vacation closure.



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

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

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

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

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

**14.04** Such vacations must be taken during the twelve (12) month period immediately following the date on which such vacation entitlement was granted except where special circumstances as outlined in Appendix "I" are met.

**14.05** Subject to the requirements of operations the Company will try to meet the wishes of employees as far as possible in setting vacation dates.

## **ARTICLE 15**

### **Public Holidays**

#### **15.01**

- (a) An employee will be paid the following for all time actually worked on New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (i) Three (3) times their basic hourly rate for those on an eight (8) hour schedule.
  - (ii) Three (3) times their basic hourly rate for the first eight (8) hours actually worked and two (2) times their basic hourly rate for all hours actually worked on the balance of the shift for those working-a compressed schedule.
- (b) Any public holiday premium paid to an employee for time worked on a public holiday will be considered in the same manner as "overtime" for the purposes of equitable distribution of overtime in conjunction with the operation of Article **16.07**.
- (c) Except as provided in section **15.03** of the Collective Bargaining Agreement a public holiday for all employees is deemed to be the twenty-four (24) hour period commencing at the beginning of the day shift on the day of the holiday.

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

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

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

Effective May 1, 1995, the floating holiday shall be paid based on the number of hours an employee is normally scheduled to work.

**15.02** When New Year's Day, Christmas Day or Remembrance Day falls on a Sunday then the Monday following such day shall be observed as New Year's Day, Christmas Day or Remembrance Day for the purpose of Section 15.01 for employees not on the continuous shift schedule. When the public holidays named in this section fall on a Saturday then the preceding Friday shall be observed as the holiday for the purpose of Section 15.01 for employees not on the continuous shift schedule.

For the observance of Boxing day, for employees not on a continuous shift schedule, the holiday will be

observed on the next business day following Christmas Day except when Christmas Day falls on a Friday then Boxing Day will be observed on the preceding Thursday.

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

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

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

An employee on the twelve (12) hour shift schedule who is granted vacation on either side or both sides of a Public Holiday will receive twelve (12) hours Public Holiday pay if his/her regular shift has been scheduled off for the Public Holiday by the Company.

**15.05** Where a public holiday falls on an employee's scheduled days off, he/she shall be paid eight (8) hours at his/her basic hourly rate.

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

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

## **ARTICLE 16**

### **Hours of Work and Overtime**

**16.01** The Company does not guarantee to provide work for an employee nor to maintain the work week or working hours at any time in force.

**16.02** Hoisting and lowering schedules for employees working underground will be arranged to provide approximately

- (i) eight **(8)** hours from collar to collar for those on an eight **(8)** hour schedule.
- (ii) twelve **(12)** hours from collar to collar for those on the compressed work week schedule.

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

### 16.03

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

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

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

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

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

## 16.04

- (a) A day is a twenty-four (**24**) hour period beginning with the start of an employee's shift. A basic work day is
- (i) eight (**8**) consecutive hours in the twenty-four (**24**) hour period for those on the eight (**8**) hour schedule, or,
  - (ii) twelve (**12**) consecutive hours in the **twenty-four (24)** hour period for those on the compressed work week schedule broken only by the established lunch and relief period(s).
- (b) For those on the eight (**8**) hour schedule, the work week shall be the period commencing at midnight on Saturday and ending at midnight on the immediately following Saturday.

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

## 16.05

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

- (d) Departmental shift schedules shall be posted in each department seven (7) days in advance of their effective date. Shift changes shall not be made to prevent payment of overtime.
- (e) An employee will be paid at a rate of two (2) times his/her basic hourly rate for all hours worked on his/her first shift on a new schedule where his/her shift schedule has been changed with less than **forty-eight (48)** hours notice. *However, where such change is for maintenance employees working on a specified job and the Company temporarily changes an employee's work or shift schedule, for a period of four (4) days or less, the employee will be paid at a rate of two (2) times his/her basic hourly rate for all hours worked on the first shift of the temporary schedule. No penalty shall be incurred by the Company when the employee is returned to the shift or work schedule he /she worked prior to the temporary change.*
- (f) Upon mutual agreement between the Company and the Union, a twelve (12) hour shift schedule is in effect for Mill and Mine Production employees. Mill **Loadout** employees, Powerhouse Operators, Hoist Operators, Security *Guards*, *Dry Persons* and *shift maintenance employees who, as per current practice*, work on a continuous shift basis and for those employees in the aforementioned areas who periodically are scheduled to work on the continuous shift schedule *to replace an absent employee.*
- i) The agreed upon 'Compressed Work Week Schedule' is Appendix "F".
- (g) Either the Company or the Union may terminate this 'Compressed Work Week' by giving to the other party thirty (30) days written notice of such intention.



(h) Should the 'Compressed Work Week Agreement' be terminated, all employees will revert back to their previous eight (8) hour shift schedule and the terms of the Collective Bargaining Agreement.

**16.06** Employees will be paid two (2) times their basic hourly rate for any time actually worked in excess of:

- (a) eight (8) hours in one work day, or twelve (12) hours in one work day (if on the compressed work schedule), or
- (b) forty (40) hours in one work week, or forty-four (44) hours in one work week (if on the compressed work schedule), or
- (c) the employee's regular work schedule, or
- (d) for all hours worked on the sixth (6th) day worked by the employee in the work week, or
- (e) eighty (80) hours in a two-week pay period.

For the purposes of **16.06 (b)**, an employee will be considered to be on the compressed work week schedule, when he/she has been rescheduled to the twelve (12) hour shift and the majority of hours worked in a work week were accumulated on the twelve (12) hour shift.

**16.07** The Company shall give notice of overtime as far in advance as possible. The Company will endeavour to distribute the overtime work equitably among those capable of performing the work. Unscheduled overtime shall be voluntary, except when an employee cannot be relieved, in which case he/she will not be required to work more than four (4) hours, or in the event of an emergency.

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

**16.09 Callout**

(a) An employee who is called out to work outside of his/her regular scheduled hours shall be guaranteed six (6) hours work or at the Company's option shall be given six (6) hours pay at his/her basic hourly rate without being required to work the full period, in which case he/she shall not be considered to have worked any time. If he/she is entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked, such payment shall be at two (2) times his/her basic hourly rate and if such payment is greater than six (6) hours pay, he/she shall receive the larger amount.

(b) An employee who is called out and works anytime between **12:00** midnight and **5:00** a.m. will not be required to report for his/her **dayshift** that day until eight (8) hours have elapsed from the time he/she has finished the **callout** work. He/she will be paid at his/her basic hourly rate for anytime missed on **his/her** regular **dayshift** due to this provision. If the employee has less than two (2) hours left in his/her regular shift after the required eight (8) hours rest period, he/she will not be required to work the remainder of his/her shift but he/she will not receive pay for this additional time missed.

**16.10** An employee who reports on time for work on his/her regular shift and was not told in advance not to report, shall be guaranteed their regular shift's work, or at the Company's option shall be given their regular shift's pay at his/her basic hourly rate without being required to work the full period. This

shall not apply to employees who are returning to work after an **unauthorized** absence.

## **16.11**

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

The Company reserves the right to schedule all its employees on an eight (**8**) hour shift schedule during a period of emergency. As much advance notice as possible will be given to the employees.

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

## **CALLOUT BOARD**

**Recognizing** that absentee problems increase costs and reduce productivity the Union and the employees agree to establish a voluntary call board system to assist in replacing absent employees. Employees on time off, who are available to work, will enter their names on the board and be available for work if called.

## **16.12**

- (a) An employee who is required to work overtime in excess of two (**2**) hours following the end of his/her

regular scheduled shift shall be provided with a lunch. A further lunch will be provided at intervals of four (4) hours thereafter so long as such employee remains continuously at work.

- (b) In the case of callouts, the Company will supply a meal if the **callout** work lasts more than four (4) hours and the employee requests a meal.
- (c) In the event an employee is called out to work to cover the shift of an absent employee and the employee called out is given three hours or more notice of the shift coverage, then the employee will be expected to bring his/her own lunch for the full period of the shift.

In the event an employee is called out to work to cover the shift of an absent employee and the employee called out is given less than three (3) hours notice of the shift coverage, then the employee will be provided with a lunch four (4) hours after the start of the shift and if a twelve (12) hour shift, a second lunch will be provided after the second four (4) hours of the shift.

## **ARTICLE 17**

### **Departments and Seniority Lists**

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

- (a) Mine Department
- (b) Service Department

(c) Mill Department

(d) Office and Technical Department

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

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

## **ARTICLE 18**

### **Special Training**

**18.01** Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals who, on their own volition are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company (including students in temporary employment), not exceeding at any one time fifteen (15) or three percent (3%) whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with

their services, and direct their efforts from time to time, free from any limitations, provided for in this Agreement; provided, however, that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee.

## **ARTICLE 19**

### **Safety and Health**

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

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

#### **19.03**

(a) The Company and the Union agree to continue the present Occupational Health Committee in accordance with the requirements of the Occupational Health Act and regulations thereunder. The Occupational Health Committee will consist of five (5) Worker members and five (5) Company members. Where an Occupational Health Committee member is required under this Act and is not immediately available, the Steward in the area concerned will act as his/her designate.

(b) The Occupational Health Committee shall be co-chaired by one Union Occupational Health Committee member and one Company Occupational

Health Committee member. The Occupational Health Committee shall hold meetings monthly or more frequently as determined by the co-chairs. Minutes will be taken at all meetings and copies shall be posted for all employees and a copy shall be provided to the Union. Members of this Committee will not suffer a loss of earnings because of their duties on this Committee.

With reasonable notice each member shall be paid for up to five (5) days per calendar year to attend seminars or courses on Occupational Health and Safety matters conducted or provided by the Division or by an approved training agency.

- (c) If a Committee member is on scheduled time off he/she will be paid his/her basic hourly wages for time spent in attendance at the meeting. Such time will be considered as time worked for the purpose of calculating overtime.
- (d) When an inspection is made at the Mine by a Mine Inspector the Union Co-Chairperson of the Committee or his/her designate shall accompany the Mine Inspector.
- (e) The Company shall respond in writing to the Occupational Health Committee, within twenty-one (21) calendar days to any formal recommendations of the Occupational Health Committee.

**19.04** The Company agrees that any employee who is required by the Company to undergo medical examination or x-rays shall not suffer loss of earnings.

**19.05** Where an employee has reasonable grounds to believe that the work in which he/she is engaged or the conditions of his/her work place are unusually dangerous to his/her health or safety, he/she shall cease such work and immediately thereafter notify his/her Supervisor and shall not be required to resume such work until the Supervisor has investigated and, where necessary, corrected the unsafe working conditions. Where an employee continues to believe that his/her work place is unusually dangerous he/she shall not be required to resume the work complained of until the Co-Chairpersons of the Occupational Health Committee, or their designates, or an Occupational Health Officer has investigated the matter and advised him/her otherwise.

**19.06** Where a worker has refused to perform an act or series of acts, the Company shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the Company, in writing, of:

- (a) the refusal and the reasons for the refusal;
- (b) the reason or reasons the worker being assigned or requested to do the act or series of acts can, in the Company's opinion carry out the act or series of acts in a healthy and safe manner; and
- (c) the right of the worker to refuse to do the act or series of acts.



## **19.07 Accident Investigation**

The Union President and **OHC** Co-Chairperson or his/her designate will be notified immediately by the Company of those accidents requiring notification of the Chief Mine Inspector, and the Union **Co-Chairperson** along with the Union President or their designates will investigate the scene of the accident.

**19.08** *The Union President and OHC Co-chairperson or his/her designate will be notified as soon as possible by the Company of those incidents requiring notification of the Chief Mine Inspector.*

## **ARTICLE 20**

### **Disabilities**

**20.01** In the event an employee becomes disabled every reasonable effort will be made by the Company to provide the disabled employee a job suitable to his/her condition if such is available. The Company shall have the right to transfer such employee to another Department in accordance with Section **10.02**.

- (a) Should it be necessary for the employee to be demoted to a lower rated job, the employee will continue to receive the rate of pay in effect immediately prior to the transfer for a maximum of twelve (**12**) calendar months from the date of the transfer.

## **ARTICLE 21**

### **Copies of Agreement**

**21.01** The Company, within a timely fashion, shall arrange to have copies of this Agreement printed in a suitable booklet for reference of employees and make one (1) copy available to each employee and one hundred fifty (150) copies to the Union.

## **ARTICLE 22**

### **Wages**

#### **22.01**

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

**22.02** Each employee's job shall be described and classified

and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

## **Standard Hourly Wage Scale**

**22.03** During the term of the Agreement the standard hourly rate for Job Class 1 and the standard hourly rate for all job classes of Production and Maintenance employees above Job Class 1 shall increase in accordance with the Standard Hourly Wage Scale outlined in Appendix "C".

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

- (a) If the employee is not receiving an out-of-line differential prior to the dates specified in Appendix C, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Appendix C.
- (b) If the employee is receiving an out-of-line differential prior to the dates specified in Appendix C, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Appendix C and the following shall govern:
  - (i) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Appendix C, the amount by which such employee's new rate is greater than the rate provided in Appendix C, shall become such employee's new out-of-line differential (which shall replace the former

out-of-line differential) and shall apply in accordance with the provisions of this Agreement.

- (ii) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Appendix C, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Appendix C, and the former out-of-line differential shall be terminated.

**22.05** As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

**22.06** Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

**22.07** Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

## **Out of Line Differentials**

**22.08** The Company shall furnish to the Union a list agreed **to** by the Company and the Union of employees who are to be paid “out-of-line differentials”. Such list shall contain the following information:

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

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

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

- 22.11** If, as a result of layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.
- 22.12** If such employee referred to in Sections **22.10** and **22.11** shall be returned to the job for which the **out-of-line** differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 22.13** When an employee would, in accordance with the terms of this Agreement, be entitled to receive his/her regular rate, he/she shall also receive any out-of-line differential to which **he/she** is entitled.
- 22.14** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- 22.15** Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

## **Learner Rates**

- 22.16** Learner jobs requiring “learner” rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.
- 22.17** A schedule of learner rates for the respective learning periods of five hundred twenty (**520**) hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage

Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code **C**: Seven (**7**) to twelve (**12**) months:
  - i) One learner period classification at a level two (**2**) job classes below the job class of the job.
  
- (b) Code **D**: Thirteen (**13**) to eighteen (**18**) months:
  - i) A first learner period classification at a level four (**4**) job classes below the job class of the job, and
  - ii) A second learner period classification at a level two (**2**) job classes below the job class of the job.
  
- (c) Code **E** and higher: Nineteen (**19**) months and above:
  - i) A first learner period classification at a level six (**6**) job classes below the job class of the job.
  - ii) A second learner period classification at a level four (**4**) job classes below the job class of the job, and
  - iii) A third learner period classification at a level two (**2**) job classes below the job class of the job.
  - iv) Employees who have had no related work experience in relation to the respective job shall serve an additional five hundred twenty (**520**) hours of work in the learner period two (**2**) job classes below the job class of the job.

**22.18** The learner periods, as provided in Section **22.17** shall apply to those jobs listed in Appendix “**B**” of this

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

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

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

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

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

**22.21** The Company shall furnish the Union on the form set forth as Exhibit “F” of the Manual, a list of jobs agreed to by the Company and the Union as



appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section **22.17** shall apply only to jobs in this list.

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

**22.23** Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

**22.24** The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section **22.17**. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he/she has acceded, shall maintain his/her current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his/her present rate.

**22.25** Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

## **General**

**22.26** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates

shall be corrected to conform to the provisions of this Agreement.

**22.27** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

**22.28** Prior to being assigned to the standard hourly rate of a trade or craft, an employee must obtain a valid Saskatchewan Journeyman's license or a **recognized** equivalent in **his/her** trade.

### **22.29 Time Off for C.W.S. Committee/Union Office**

- (a) To facilitate their functions under the C.W.S. Program the Company agrees to grant time off from their regular work to three (3) employees who shall be selected by the Union to act on its C.W.S. Committee. Employees so selected shall suffer no loss of earnings or seniority during such time.
- (b) The Company will release the President of the Union or his/her designate from his/her job daily so as to allow him/her four (4) hours per day, plus an additional eight (8) hours per week, in the Union Office, provided by the Company, to conduct Union business. This time shall be at the end of the President's or designate's regularly scheduled shift during week days.

### **Premium Allowances**

**22.30** The Company will pay an employee who is scheduled to work on a Sunday a premium of one dollar seventy-five cents (**\$1.75**) for each hour actually worked on a Sunday. Effective May 1, 1999, this premium will increase to two dollars (**\$2.00**) for each

hour actually worked on a Sunday. This is in addition to any shift or underground differential. Sunday premium shall not be paid for the hour(s) an employee works at overtime rates or on a Statutory Holiday.

### **22.31**

- (a) A shift differential of fifty-five cents (**\$0.55**) will be paid for each hour actually worked on an afternoon shift and fifty-five cents (**\$0.55**) for each hour actually worked on a night shift, by employees on the eight (8) hour schedule.

*Effective May 1, 2001, shift differential of sixty-seven cents (\$0.67) will be paid for each hour actually worked on an afternoon shift and sixty-seven cents (\$0.67) will be paid for each hour actually worked on a night shift, by employees on the eight (8) hour schedule.*

- (b) Shift differential of seventy-three cents (**\$0.73**) will be paid to an employee on the twelve (12) hour shift schedule for each hour actually worked on the 8:00 p.m. to 8:00 a.m. shift.

*Effective May 1, 2001, shift differential of ninety cents (\$0.90) will be paid to an employee on the twelve (12) hour shift schedule for each hour actually worked on the 8:00 p. m. to 8:00 a.m. shift.*

- 22.32** A premium of forty cents (**\$0.40**) per hour will be paid for all hours actually worked underground.

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

### **22.33**

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

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

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

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

## **ARTICLE 23**

### **Bulletin Boards**

**23.01** The Company agrees to provide the Union with seven (7) bulletin boards, one in each Department, one in the **Loadout** area and one in the Mill lunchroom. These bulletin boards shall be for the exclusive posting of notices of Union meetings, social affairs or any reasonable, non-controversial business matters of the Union.

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

## **ARTICLE 24**

### **Notices**

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

TO THE COMPANY:

*IMC Potash Colonsay Inc.*

P.O. Box 1500

Colonsay, Saskatchewan

**S0K 0Z0**

TO THE UNION:

United Steelworkers of America

**C.L.C. Local 7656**

No. 200, 3311 Fairlight Drive

**Saskatoon**, Saskatchewan

**S7M 3Y5**

**24.02** Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

**24.03** Either party may change its address for service of notices at any time by notice as above mentioned.

## **ARTICLE 25**

### **Union Security**

**25.01** As prescribed by the Trade Union Act, "every employee, who is now or hereafter becomes a member

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

## **25.02**

- (a) The Company will deduct from the wages owed to each employee in the bargaining unit (who has duly completed upon commencement of employment and assignment of wages for Union dues) in a two week pay period, effective March **1, 1989**, an amount equal to **1.3%** of total earnings for the pay period, exclusive of lump sum payments to members not attributable to a particular earnings period, with a limit or cap of **1.1538** times average hourly earnings for the pay period, The minimum dues payable are five dollars (**\$5.00**) in the month provided an employee is in receipt of wages for **five (5)** days or greater. Such amounts deducted for each pay period which falls within the month shall be submitted to the Financial Secretary of the Union within two (**2**) weeks after the month end following the last pay period in the month.
- (b) The Company will deduct from lump sum payments owed to members, not attributable to earnings in a particular earnings period, an amount equal to **1.3%** of such lump sum without reference to dues calculation in (a) above, and such amount calculated shall be submitted to the Union as in (a) above.

## **Humanity Fund**

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

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

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

## **ARTICLE 26**

### **Technological Change**

**26.01** It is **recognized** that it is in the interest of the Company and the employees that the Company take advantage of technological change. Both parties also **recognize** the importance of lessening the effect of such change upon the employment security and the earnings of the employees as a result of such change.

**26.02** In addition to the definition of technological change in

the Saskatchewan Trade Union Act, Technological Change shall mean: A change in work methods as a result of automation of equipment, the **mechanization** or automation of duties, the replacement or addition of equipment or machinery; which results in the displacement of an employee from his/her regular job.

**26.03** The Company shall notify the Union of a technological change that affects the employment security and earnings of the employees, as soon as possible and will do so at least one hundred twenty (120) days prior to the date on which such change is to be effected and such notice shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date upon which the Company proposes to effect the technological change, and
- (c) the names, seniority dates and classifications of the employees affected.

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



## Training Benefits

### 26.05

- (a) All reasonable efforts will be made to provide training *or retraining to an employee affected by technological change to ensure as close as possible the maintenance of the employee's current job class. Concepts for the placement of Dislocated Employees as described in Appendix G – Section three (3) will be used to place an employee affected by Technological Change.*
- (b) An employee with **one (1)** year of service who is displaced to a lower rated job will be eligible for wage rate classification maintenance as follows:
- (i) For the first twelve (**12**) months of displacement the individual's wage classification will be maintained.
  - (ii) For the second twelve (**12**) months of displacement the individual's wage classification will be reduced by one class.
  - (iii) Thereafter, the individual's classification will be reduced by one class every six (**6**) months, until it is reduced to the highest classification to which he/she could have moved by virtue of the exercise of his/her qualifications and seniority.
  - (iv) If, at any time, an employee bids for and is awarded a higher classification than the one to which he/she was displaced, but lower than the classification he/she held at the time of the original displacement, the provisions of this clause will continue to apply until the reduction reaches the classification to which he/she has moved.
  - (v) If, at any time, an employee fails to bid on or accept a posting *in their department* for a

higher classification than the classification to which he/she was displaced the provisions of the clause will then cease to apply and his/her classification will be reduced to the classification of the job he/she is performing.

- (vi) Where, at the time of the original displacement the employee elected to take a job in a classification lower than the classification that he/she could have been able to take, then the classification protection program will only apply down to the highest classification that he/she could have taken. When that classification is attained by virtue of the operation of this clause the rate will be further reduced immediately to the classification to which the employee elected to move.
- (vii) Where an employee has elected to take a lower job as referred to in (vi) above, and then subsequently fails to bid on, or accept a posting *in their department* for a higher rated job, then the protection will immediately cease.
- (viii) **Should** an employee bid on a job lower than the classification to which he/she was displaced, then the protection will immediately cease.
- (ix) This process of wage rate classification maintenance will continue should the employee accept or reject an apprenticeship bid.

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

**26.06** Should the operation of the Technological Change Provisions of this Agreement result in the displacement of an employee to a lower rated job through the elimination of a job in any job class in a

Department, then determination of the employee to be displaced will be made after taking into consideration the Company Seniority of the employees so affected in the department in which the Technological Change occurs.

## **ARTICLE 27**

### **Severance**

#### **27.01**

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

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

Where an employee is displaced as a result of a permanent reduction, said employee will have twelve (12) months to elect to receive severance pay or retain the right of recall. Where an employee fails to notify the Company of the election the employee will be deemed to have elected recall rights.

- (b) Severance pay will not be paid to any employee who is terminated for just cause, or who leaves the employ of the Company prior to the effective date of his/her layoff.
- (c) An employee, upon acceptance of severance pay shall lose **his/her** right to recall and shall be presumed to no longer have any seniority with the Company, or be

deemed to be an employee of the Company.

- (d) An employee who is laid off, will be entitled to a severance calculated at two (2) weeks' pay, at his/her basic hourly rate, for each year of service from his/her date of hire.
- (e) Any severance to which an employee is entitled will be paid to the employee, by separate cheque, on his/her last day of employment.
- (f) The Company will give two (2) months notice of the effective date of the commencement of the downsizing.

## **ARTICLE 28**

### **General Provisions**

**28.01** All Letters of Understanding agreed to at these negotiations and any Letters of Understanding undertaken between the two (2) parties during the term of this agreement will form part of this Collective Agreement.

**28.02** The concepts for training of O & T personnel and appended to this agreement shall form part of this agreement, and the provisions of the Collective Agreement shall be interpreted in a fashion consistent with the concepts appended to this agreement in Appendix "E".

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

## ARTICLE 29

### Duration of Agreement

**29.01** This Agreement shall become effective on the *1st* day of *December, 2000* and shall remain in effect until the *30th* day of April, *2003*, subject to any other provisions contained herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this *30th day of November, 2000*.

SIGNED FOR:

*IMC POTASH POTASH INC.*

Brian Warren  
Lyle Tucker  
Kelly **Currie**  
*Mark Kraft*  
*Tom Olson*  
*Kris Spence*  
*Jody Sawchuk*

UNITED STEELWORKERS OF AMERICA  
Local **7656**

Bernie **Welke** - Staff Representative  
Larry **Buchinski**  
Agnes Thompson  
Colin **McKnight**  
Barry Moore  
**Vern** Becker  
Roy Collins  
*Al Martin*  
Ken Neumann - Director, District 3

**APPENDIX A**  
**(CWS Manual)**

**APPENDIX B**

**LEARNER PERIOD CLASSIFICATION ANALYSIS**

*IMC Potash Colonsay Inc.*

February 1, 1977

\* Revised November 30, 2000

						Hours & Job Class For Learning Periods		
						520 hours	520 hours	520 hours
Plant Code	Standard Code	Standard Title	Months Factor 2	Job Class	No. of Learner Periods	1st Period	2nd Period	3rd Period
		Hoist Operator	7 - 12	13	1	10 1,560 hours	1,560 hours	
		DD & B I	25 - 30	18	2	16	17	
		DD & B II	19 - 24	14	2	12	13	
		<i>Painter*</i>		14	2	8 1,560 hours	10 1,560 hours	12 <i>Internal testing</i>

## P&amp;M STANDARD HOURLY WAGE SCALE

	<b>Base Rate</b>	<b>Increment</b>
<b>May 1, 2000</b>	\$16.77	\$0.53
<b>May 1, 2001</b>	\$17.29	\$0.54
<b>May 1, 2002</b>	\$17.91	\$0.55

<b>JC</b>	<b><u>May 1, 2000</u></b>	<b><u>May 1, 2001</u></b>	<b><u>May 1, 2002</u></b>
1	16.77	17.29	17.91
2	17.30	17.83	18.46
3	17.83	18.37	19.01
4	18.36	18.91	19.56
5	18.89	19.45	20.11
6	19.42	19.99	20.66
7	19.95	20.53	21.21
8	20.48	21.07	21.76
9	21.01	21.61	22.31
10	21.54	22.15	22.86
11	22.07	22.69	23.41
12	22.60	23.23	23.96
13	23.13	23.77	24.51
14	23.66	24.31	25.06
15	24.19	24.85	25.61
16	24.72	25.39	26.16
17	25.25	25.93	26.71
18	25.78	26.47	27.26
19	26.31	27.01	27.81
20	26.84	27.55	28.36

## SCHEDULE OF JOB CLASSES AND JOB TITLES

<u>JobClass</u>	<u>T i t l e s</u>	<u>Department</u>
1		
2	** Janitor Labour	Mill Mill
3	Labourer ** Labourer – Service	Mine <i>Service</i>
4	** Car Switcher	Mill
5	** Car Loader ** <i>Dry Person</i> ** Warehouse Person II ** Operator Trainee	Mill <i>Service</i> <i>Service</i> Mill
6	Bobcat Operator ** Utility Person	<b>Any</b> <i>Service</i>
7	Belt & Screen Attendant Forklift Operator ** Trackmobile Operator ** Reagents Operator ** Service Person	Mill <b>Any</b> Mill Mill <i>Service</i>
8	** Mill Truck Driver Sample Analyst ** Service Truck Driver Surface Warehouse Person I ** Cable Repair ** U/G Utility Person ** Skiptender ** <i>Lubricator</i> ** <i>Operator II</i>	<i>Service</i> Mill <i>Service</i> <i>Service</i> <i>Service</i> Mill <i>Service</i> <i>Mine</i>



9	** Tire Repair U/G Warehouse Person I	Service <i>Service</i>
10	Circuit A Operator I Scale Operator Journeyman <b>Partsperson</b> - Surface	Mill <i>Mine</i> Mill <i>Service</i>
11	** Ore Storage & Reclaim Operator Journeyman <b>Partsperson</b> - U/G	Mill <i>Service</i>
12	** Mobile Equipment Operator <i>Loader/Bridge Operator</i>	<i>Service</i> <i>Mine</i>
13	** Hoist Operator	<i>Service</i>
14	<i>Rehab Operator II</i> Construction Compaction I/Screening Compaction II/Salt ** <i>Sandblaster/Painter</i>	Mine Mine Mill Mill <i>Service</i>
15		
16	Non-Ticketed Trades Person Construction <b>Leadhand</b>	<i>Service</i> Mine
17		
18	Mill Maintenance Planner Mine Maintenance Planner Electrician Heavy Duty Mechanic Industrial Mechanic Machinist Welder Instrument Technician	<i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i>

	* <b>Steamfitter/Pipefitter</b>	<i>Service</i>
19	Mining Machine Operator <i>Rehab Operator I</i> Process Operator Power Engineer	Mine Mine Mill <i>Service</i>
20	Electrician <b>Leadhand</b> Heavy Duty Mechanic <b>Leadhand</b> Instrument Technician <b>Leadhand</b> Machinist <b>Leadhand</b> Electronic Technician	<i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i> <i>Service</i>
<i>TBD</i>	** <b>Salt Loader</b>	<i>Mill</i>

\* Saskatchewan Journeyman Ticket or **recognized** equivalent and vacancies in these positions will only be posted site-wide.

\*\* Vacancies in these positions will only be posted **site-wide**.

## **MILL DEPARTMENT PROGRESSION**

### **Mill Production**

<u><b>JC</b></u>	<u><b>Title</b></u>
19	Process Operator
14	Compaction II/Salt
14	Compaction I/Screening
10	Circuit A
8	Sample Analyst
5	** Operator Trainee
2	Labourer

### **Loadout**

<u><b>JC</b></u>	<u><b>Title</b></u>
10	Scale Operator

- 7 Belt & Screen Attendant
- 7 \*\* Trackmobile Operator
- 5 \*\* Car Loader
- 4 \*\* Car Switcher

\*\*Janitor - **JC 2**

\*\*Reagent Operator - **JC 7**

\*\*Raw Ore Storage & Reclaim - **JC 11**

\*\*Positions posted site-wide only in accordance with Article **9.03**

### **Mill Production Progression**

1. Labourer vacancies will not be posted.
2. Raw Ore Storage and Reclaim experience counts as Mill Department experience, but not Mill Production experience and it does not form part of the progression.
3. Operator Trainee vacancies at Job Class 5 will be posted site-wide. An employee who holds this position and who has six (6) months experience in the Mill Department, other than in the janitor position, will receive a rate increase to Job Class 8 effective the first day following completion of the six (6) months.
4. Reagent Operator vacancies at Job Class 7 will be posted site-wide. After thirty (30) shifts worked an employee holding this posted position will receive Job Class 8.
5. Sample Analyst vacancies will be posted in the Mill Department. Preference will be given to qualified Mill Department employees with a minimum of six (6) months experience in the Mill Department.
6. Circuit A vacancies will be posted in the Mill Department. Preference will be given to Mill Department employees with a minimum of twelve (12) months Mill Production experience as Operator

- Trainee and/or Sample Analyst.
7. Compaction I/Screening or Compaction II/Salt vacancies will be posted in the Mill Department. Preference will be given to Mill Department employees with a minimum of thirty (30) months Mill Department experience with at least three hundred sixty (360) hours in Circuit A and one hundred eighty (180) hours in Sample Analyst.
  8. Process Operator vacancies will be posted in the Mill Department. Preference will be given to Mill Department employees with a minimum of forty-two (42) months Mill Production experience as outlined in either option 1 or option 2:  
**Option 1** at least three hundred sixty (360) hours in Circuit A, five hundred forty (540) hours in Compaction I/Screening and three hundred sixty (360) hours in Compaction II/Salt  
**Option 2** three hundred sixty (360) hours in Circuit A, three hundred sixty (360) hours in Compaction I/Screening and five hundred forty (540) hours in Compaction II/Salt.

### **Mill Loadout Progression**

1. Car Switcher, Car Loader and Trackmobile vacancies will be posted site-wide. An employee who holds the position of Car Switcher or Car Loader and who has three (3) months experience in **Loadout** will receive a rate increase to **JC 7** effective the first day following completion of the three (3) months.
2. Belt and Screen Attendant vacancies will be posted in the Mill Department. Preference will be given to Mill Department employees with a minimum of three (3) months experience in **Loadout** or Mill Compaction I/Screening.
3. Scale Operator vacancies will be posted in the Mill

Department. Preference will be given to Mill Department employees with a minimum of nine (9) months experience in **Loadout**.

### **Multi-Skill Rates for Mill**

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

<b><u>Group</u></b>	<b><u>Job Class</u></b>	<b><u>Jobs</u></b>	<b><u>Hours</u></b>
I	4	Car Switcher	360
	5	Car Loader	360
	7	Trackmobile	360
	7	Belt and Screen	360
	10	Scale Operator	360
II	8	<i>Sample Analyst/Operator Trainee</i>	360
	10	Circuit A	360
	11	Ore Storage & Reclaim	540
	14	Compaction I/Screening	540
	14	Compaction II/Salt Process Operator Backup	540

- (b) An employee who is performing in one of the above Groups and is qualified to perform an additional job within that Group will be paid fifteen cents (**\$0.15**) above the standard hourly rate of the job he/she is currently performing.
- (c) An employee who is performing in one (1) of the above Groups and is qualified to perform an additional two jobs within that Group will be paid thirty cents (**\$0.30**) above the standard hourly rate of the job he/she is currently performing.
- (d) An employee who is performing in one of the above

groups and is qualified to perform an additional three (3) jobs within that Group will be paid forty-five cents (\$0.45) above the standard hourly rate of the job he/she is currently performing.

- (e) An employee who is performing in Group II and is qualified to perform an additional four (4) jobs in Group II will be paid sixty cents (\$0.60) above the standard hourly rate of the job he/she is currently performing.
- f) In order to qualify for the multi-skilled rate an employee must have worked the number of hours in each job as set out in the table above.

### **Mine Product & Progression**

<b><u>JC</u></b>	<b><u>Title</u></b>
19	Miner Operator
12	Bridge/Loader Operator
10	Operator I
8	** <i>Operator II</i>
8	** Skiptender
3	Labourer
19	<i>Rehab Operator I</i>
14	Construction
14	<i>Rehab Operator II</i>

\*\* Positions posted site-wide only.

1. Labourer vacancies will not be posted.

*An employee who has been in the Labourer position for a minimum of six (6) months will receive a rate*

increase to **JC 5** on the first day following completion of the six (6) months experience.

2. Operator II will be posted site wide.

*Successful candidates will be responsible to train on and operate bridge tail, scooptrams, belt winder, forklifts, bobcat and water truck.*

3. Skiptender will be posted site wide.

4. Operator I will be posted in the Mine Department.

*Preference will be given to employees with twelve (12) months underground experience. Successful candidates will be responsible to train on and operate undercutter, floor planer, scaler, roof bolter, cat 910 and shuttlecars.*

5. Loader/Bridge Operator will be posted in the Mine Department.

Preference will be given to Mine Department employees with a minimum of eighteen (18) months underground production experience.

6. Construction and **Rehab Operator II** will be posted in the Mine Department.

Preference will be given to Mine Department employees with thirty (30) months underground experience. *Training periods will apply to the Rehab Operator II position.*

7. Miner Operator vacancies will be posted in the Mine Department.

Preference will be given to Mine Department employees with a minimum of forty-two (42) months underground production experience including, at least, two hundred fifty (250) hours as Loader/Bridge Operator.

8. ***Rehab Operator I*** vacancies will be posted in the Mine Department.

Preference will be given to Mine Department employees with a minimum of *forty-two (42) months* underground experience including *eighteen (18) months as a Rehab Operator II*. *If there are no qualified Rehab Operator II employees, preference will then be given to Mine Department employees with a minimum of forty-two (42) months underground experience including twelve (12) months as a Miner Operator. If no qualified candidate above, preference will be given to a Loader/Bridge Operator or Construction worker.*

*Successful candidates will be responsible to train on and run Rehab Miners including the AM100, AM50 and Drum Miner.*

## **APPENDIX D**

### **APPRENTICESHIP AND TRAINING**

#### **1.01**

- (a) Apprenticeship vacancies shall be posted in accordance with Article 9 of this Collective Agreement, excluding the provisions of Section 9.02, and be filled by the qualified applicant employee with the greatest Company seniority. *Qualification to enter a trade will be determined following completion of an*



*Education Consulting Service evaluation as outlined in the Letter of Intent titled Apprenticeships – Aptitude Testing. **If** the employee under consideration fails to demonstrate suitability for the trade, as defined by the Education Consulting Service, the next senior qualified employee will be considered.* Notwithstanding any provision contained *in* this Agreement, qualified tradesmen **and/or** apprentices will only be given consideration if he/she has not worked in their trade for a period of more than four (4) years, or when there is no other qualified applicant.

- (b) Employees enrolled in a program for educational upgrading prior to a posting for an apprenticeship will be given one (1) opportunity to write the 'entrance requirement' exam as administered by the Apprenticeship Board. This will be limited to three (3) persons for each apprenticeship posting.
- (c) A Parallel Apprenticeship may be established for the purpose of providing opportunities to non-trades personnel to train for a trade and depending upon Company requirements either remain in the trade or return to their previous non-trade positions. Such Parallel Apprenticeship would be posted in accordance with (a) and (b) above and be subject to all other provisions in this Appendix.
- (d) A Parallel Apprenticeship is an offer to train an individual and is not an offer of or guarantee of work in the trade once journeyman status is achieved, and
  - i) the period an employee is training as a Parallel Apprentice will be deemed a temporary transfer, and

- ii) during that training period Article **10**, Section **10.01** is deemed inoperable; and
- iii) upon achieving journeyman status the trainee will be returned to the position he/she held prior to entering the training position; or
- iv) at the employee's option he/she may elect to exercise his/her seniority and qualifications to select another position from within the department he/she was originally a member before entering the training position; and
- v) that in the event (iii) above no longer exists the individual will be required to select a position in accordance with (iv) above; and
- vi) that (iii) and (iv) above will be accomplished through a bumping process where those with less seniority in the department are bumped by individuals who have greater seniority and who have the required qualifications; and
- vii) that the rate of pay for the individuals in (iii) and (iv) above will be the current rate for the position to which assigned; and
- viii) it is **recognized** that individuals in (iii) and (iv) above will require a reasonable period of time to gain familiarity with equipment, processes, safety and procedures; and
- ix) prior agreement between the Company and the Union is required before periodic refresher training or trade assignments are given to maintain trade skills and knowledge for such individuals.

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

### 1.03

- (a) While attending formal training an apprentice will receive his/her normal weekly earnings (hours worked x hourly rate) plus shift differentials, where applicable, less any amount of grant the apprentice receives from Canada Manpower or any other source. Such make-up pay is limited to eight (8) hours per day and forty (40) hours per week while in attendance at such school.
- (b) Travel Allowance of one (1) return trip per week paid as per Company policy, less any trips paid by the Government.

### 1.04

- (a) When an employee becomes an apprentice in a **JC 18** or higher trade his/her regular hourly rate will be maintained in accordance with the schedule below until such time as his/her apprentice rate level becomes greater than the rate set out below at which time his/her rate shall **be** increased to the apprentice rate.
- i) Less than one (1) year of service — appropriate apprentice rate.
  - ii) One (1) to two (2) years service — 8 job classes below employee's regular rate.
  - iii) Two (2) to three (3) years service — 6 job classes below employee's regular rate.
  - iv) Over three (3) years service — 4 job classes below employee's regular rate.
  - v) Over five (5) years service — 2 job classes below employee's regular rate.
  - vi) Over seven (7) years service — maintain the employee's regular rate or Job Class 17, whichever is the lesser.

(b) For the purpose of clause **1.04 (a)** above the increment to be used in the reduction of an Office and Technical employee's rate shall be the increment of the Production and Maintenance Group as set out in **Appendix C** of the Agreement to the nearest Job Class,

**1.05** Where an employee is indentured according to the provisions as laid out in Section **1.01**, he/she will be paid in accordance with the level of apprenticeship qualification into which he/she is accepted.

**1.06** The Company shall endeavour to allow **non-journeymen** and journeymen in trade positions, as requested by them, leaves-of-absence to attend work related courses approved by the Company for the purpose of upgrading their skills and will maintain their basic hourly earnings during attendance at such courses.

**1.07** Determination of the level of apprenticeship and entry qualifications shall be made by the Provincial Director of Apprenticeship.

**1.08** Any employee who desires to take a self-improvement course may prior to commencing such course make application to register the course with the Human Resource department who will advise the applicant whether or not the proposed course is work related and is acceptable to the Company. If so, the Company will, upon successful completion of the work related course, reimburse the employee the full cost of such course provided that at such time of completion of the course the employee shall be in the employ of the Company, and proof of course costs and successful completion are received.

**1.09** Subject to requirements of operations and upon request an Indentured or Non-indentured apprentice will be given work experience in the various areas of the operation.

**1.10**

- (a) Should an apprentice fail his/her course of studies the individual may repeat a level (if permitted to do so by the Department of Labour, Apprenticeship Branch) at their own cost; and,
- (b) If an individual in (a) above chooses not to repeat a level, or fails a second time, then he/she will be removed from the program and assigned to the position he/she held prior to entering the apprenticeship program within the following limitations:
- i) In the event this prior position no longer exists then the individual will be assigned, via the bumping process, to the position, within the same department, nearest in pay (based on current rates at the time) to the former position which takes into account their seniority and qualifications; and,
  - ii) a reasonable period of training will be provided for the individual to gain familiarity with equipment, processes, safety and procedures.
- (c) An individual who drops out of the Apprenticeship Program will be reassigned as per (b) above.

**1.11** Journeyman vacancies will be posted site-wide, in accordance with Article **9.03**, and will be filled in order of the following preference:

- i) the senior journeyman who has been involuntarily displaced
- ii) the senior parallel journeyman not in the trade
- iii) in the event neither (i) nor (ii) exist, then the senior parallel apprentice in the trade will be automatically designated as a regular apprentice before a journeyman in the trade will be hired.

## **APPENDIX D**

### **SCHEDULE OF APPRENTICE TRAINING**

1040 Hour Training Periods

Trade Job Class	1st	2nd	3rd	4th	5th	6th	7th	8th	Top Rate
<b>Job Classes</b> Indentured Apprentice									
18	5	6	7	8	10	12	14	16	18
<b>Job Classes</b> Non Indentured Apprentice									
18	3	4	5	6	8	10	12	14	16

## **Training of Employees for Trade or Craft Jobs**

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

### **APPENDIX E**

#### **OFFICE — TECHNICAL WAGES**

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

- (b) *Each employee's job which fits within the Office and Technical disciplines shall be described and classified within a range of Job Classes and a rate of pay determined within that range based on the qualifications for that discipline. Qualifications are defined as demonstrated competencies of the key responsibilities of the discipline and successful completion of specific classes as determined by the external association affiliated with the discipline.*
- (c) Office and Technical Job Classes and Job Titles shall be as set forth at the end of this Appendix and forming part of this Agreement.
- (d) *Articles 1.06 through 1.14 inclusive do not apply to those jobs within the Office and Technical disciplines.*

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

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

### **Office and Technical Standard Hourly Wage Scale**

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



	<b>Rate</b>	<b>Increment</b>
May 1, 2000	\$13.51	\$0.96
May 1, 2001	\$13.96	\$0.98
May 1, 2002	\$14.51	\$1.00

<b>JC</b>	<b><u>May 1, 2000</u></b>	<b><u>May 1, 2001</u></b>	<b><u>May 1, 2002</u></b>
0	13.51	13.96	14.51
1	14.47	14.94	15.51
2	15.43	15.92	16.51
3	16.39	16.90	17.51
4	17.35	17.88	18.51
5	18.31	18.86	19.51
6	19.27	19.84	20.51
	20.23	20.82	21.51
<b>8</b>	21.19	21.80	22.51
<b>9</b>	22.15	22.78	23.51
10	23.11	23.76	24.51
11	24.07	24.74	25.51
12	25.03	25.72	26.51
13	25.99	26.70	27.51
14	26.95	27.68	28.51

### **Schedule of Office and Technical Job Classes and Job Titles**

J o b	<u>Job Titles</u>
0	
1	
2	
3	
4	** Traffic Clerk

- 5       \*\* Mill Clerk  
      \*\* **Mine/Service Clerk**
- 6       \*\* Material Systems Clerk
- 8       \*\* Process Laboratory Technician
- 9
- 10       Systems Operator
- 11       Draftsman  
      Maintenance Technician  
      Senior Chemist
- 12

\*\* Vacancies in these positions will only be posted **site-**wide.

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

- (a) an intermediate rate at a level one (1) job class increment below the standard rate
- (b) a starting rate at a level two (2) job class increments below the standard rate; and
- (c) a training rate at a level three (3) job class increments below the standard rate.

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

- (a) job classes 3 to 7 inclusive: two (**2**) periods each of five hundred twenty (**520**) hours worked
  - i) the first (**1st**) at a starting rate,
  - ii) the second (**2nd**) at an intermediate rate.
  
- (b) job classes 8 and higher: the first (**1st**) and second (**2nd**) periods at five hundred twenty (**520**) hours worked, the third (**3rd**) period at one thousand forty (**1,040**) hours worked.
  - i) the first (**1st**) at a training rate
  - ii) the second (**2nd**) at a starting rate
  - iii) the third (**3rd**) at an intermediate rate.

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

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

**1.10** An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate or standard rate of the job to which promoted which is next higher than the rate

from which promoted, and thereafter the respective arrangement as specified in Article **1.07** regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

**1.11** An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred and:

- (a) if training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement as specified in Article **1.07** regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or
- (b) if training for the job to which transferred was not provided by the job from which transferred, the respective arrangement as specified in Article **1.07** regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

**1.12** An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted if such standard rate is equal to or less than the rate from which demoted, and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement as specified in Article **1.07** regarding progression to the next higher applicable

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

**1.13** A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Company on the working day following the date upon which such employee completed such period. As of the date, such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period.

**1.14** An employee hired shall be assigned to the training, starting, intermediate or standard rate of the job and thereafter the arrangement for progression as specified in Article 1.07 of this Agreement shall apply.

## **General**

**1.15** The following prerequisite skills are provided herein for information purposes only, they are not subject to Collective Bargaining and the Company has the right to amend these prerequisite skills from time to time.

Prerequisite Skills for O & T Job Postings as at May 31, 1995.

Position	<b><u>Prerequisite Skills</u></b>
Mine/Service <i>Clerk</i>	Grade 12
Mill Clerk	Typing - 50 wpm
Traffic Clerk	PC Skills
<i>Accounting Discipline</i>	
<i>Purchasing Discipline</i>	
<i>Mine Technician Discipline</i>	
Systems Operator	Grade 12
	Typing - 50 wpm
	Systems Operator Course
	PC Skills
	Basic Programming
	Computer Literacy
Process Lab Technician	Grade 12
	Typing - 30 wpm
	Chemical/Technical Certification
	PC Skills
Draftsman	Drafting Technology Diploma
	Applicable CAD
	PC Skills
Maintenance Technician	Mechanical Technology Diploma
	PC Skills
Senior Chemist	<b>B. Sc. Chemistry</b>
	PC Skills

## Schedule of Office and Technical Disciplines

	<i>Job Title</i>	<i>Job Class Range</i>
<i>I Accounting</i>	<i>Accountant V</i>	<i>2</i>
	<i>Accountant IV</i>	<i>3 to 5</i>
	<i>Accountant III</i>	<i>6 to 8</i>
	<i>Accountant II</i>	<i>9 to 11</i>
	<i>Accountant I</i>	<i>12+</i>
<i>II Purchasing</i>	<i>Purchaser III</i>	<i>2 to 4</i>
	<i>Purchaser II</i>	<i>5 to 9</i>
	<i>Purchaser I</i>	<i>10+</i>
<i>III Mine Technical</i>	<i>Mine Technician IV</i>	<i>2 to 4</i>
	<i>Mine Technician III</i>	<i>5 to 7</i>
	<i>Mine Technician II</i>	<i>8 to 10</i>
	<i>Mine Technician I</i>	<i>11+</i>

*Site Wide Posting starting at JC 2 with Grade 12, PC Skills and Typing 50 WPM. Progression through the grid based on demonstrated competencies and external association progression.*

<i>External Associations</i>	<i>I Accounting</i>	<i>CMA/ CGA or recognized equivalent</i>
	<i>II Purchasing</i>	<i>PMAC or recognized equivalent</i>
	<i>III Mine Technical</i>	<i>Mining Technology Course or recognized equivalent</i>

For positions posted site-wide only, applicants with a typing proficiency of **30 wpm** will be given consideration provided he/she achieves a typing proficiency of **50 wpm** within **30** shifts.

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

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



## IMC Potash Colonsay - 12 Hour Shift Schedule 2001

	GREEN	'A'	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	D	D	-	-	N	N																			
	RED	'B'	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	N	N	-	-	D	D																			
	BLUE	'C'	-	D	D	-	-	N	N	N	-	-	D	D	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-																			
	ORANGE	'D'	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	-	D	D	-	-	N	N																				
			S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																		
JAN																																1	2	3	4	5	6											
FEB			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											1	2	3								
MAR			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													1	2	3						
APR			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																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	16	16	17	18	19	20	21	22	23	24	25	26	27	28																		
MAY			29	30																																												
			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																				
JUN			27	28	29	30	31																																									
			24	25	26	27	28	29	30																																							
JUL			24	25	26	27	28	29	30																																							
			22	23	24	25	26	27	28	29	30	31																																				
AUG																																																
			19	20	21	22	23	24	25	26	27	28	29	30	31																																	
SEP																																																
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																															
OCT																																																
			14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																													
NOV																																																
			11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																										
DEC																																																
			9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																							

**IMC Potash Colonsay - 12 Hour Shift Schedule 2002**

	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N											
GREEN "A"	D	-	-	N	N	-	-	-	D	D	-	-	N	N	-	-	N	N	-	-	-	D	D	-	-	N	N	-	-	D	D									
RED "B"	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	D	D									
BLUE "C"	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	N	N										
ORANGE "D"	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
JAN	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	1	2	3	4	5									
FEB	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									1	2				
MAR	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								1	2			
APR		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												
MAY	26	27	28	29	30	31										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
JUN	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22										
JUL	21	22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20					
AUG	18	19	20	21	22	23	24	25	26	27	28	29	30	31																										
SEP	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14										
OCT	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																					
NOV	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9										
DEC	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																

**APPENDIX F**

## IMC Potash Colonsay - 12 Hour Shift Schedule 2003

	GREEN "A"	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N								
	RED "B"	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D								
	BLUE "C"	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-								
	ORANGE "D"	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-								
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S								
JAN																															1	2	3	4			
FEB		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									
MAR		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									
APR		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								
MAY		27	28	29	30		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24							
JUN		25	26	27	28	29	30	31		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21							
JUL		22	23	24	25	26	27	28	29	30		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19							
AUG		20	21	22	23	24	25	26	27	28	29	30	31		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16							
SEP		17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		1	2	3	4	5	6	7	8	9	10	11	12	13							
OCT		14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		1	2	3	4	5	6	7	8	9	10	11							
NOV		12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		1	2	3	4	5	6	7	8							
DEC		9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		1	2	3	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											

**Concepts for the Placement of Dislocated Employees**

1. Where employees are to be laid off the concept of last in, first out, subject to qualifications, should apply.
2. Although the reduction could occur in one department the result of this concept could be that the person to be laid off could be in another department.
3. *To summarize, the process and steps for relocating a displaced employee based on the employee's seniority and qualifications are as follows:*
  - (a) *The Company will first attempt to place an employee within their own department to a job equivalent to the employee's current job class. A familiarization and /or training period of up to twenty-one (21) days will apply.*
  - (b) *If a) fails, the Company will then attempt to place the employee in the highest previously held job in their own department. A familiarization and /or training period of up to twenty-one (21) days will apply.*
  - (c) *If b) fails, the Company will then attempt to place the employee in the highest previously held job in another department. A familiarisation and /or training period of up to twenty-one (21) days will apply.*
  - (d) *If c) fails, the Company will then attempt to place the employee to a job equivalent to the employees current job class in another department. A familiarization and/or training period of up to twenty-one (21) days will apply.*
  - (e) *If the employee's seniority and qualifications will not*

*allow a placement to a previously held job in another department with an equivalent job class then a), b), c) and d) above will be repeated with the next lowest job class. This process will be followed until the employee's seniority and qualifications place them.*

## APPENDIX H

### VOLUNTARY EARLY RETIREMENT PROGRAM

This program is in addition to, but not part of the Operational Employees Pension Plan. *Permanent employees fifty-two (52) years of age or older as of May 1, 2002 will be eligible for this program.*

*Eligible employees will be entitled to twenty (\$20) per month per year of service with a maximum of thirty (30) years of service.*

*This bridge will be in effect from age sixty-two (62) to age sixty-five (65) if the employee so elects.*

*The employee must apply with the retirement effective date between ages sixty-two (62) and age sixty-five (65).*

*This bridge benefit will be offset by the value of both the Employee and Company account value of the Retirement Savings Plan discussed under the Pension Plan section of this Collective Bargaining Agreement.*

### Vacations - Hourly - Use of Full Entitlement

All employees are required to take their full vacation entitlement during the twelve (12) month period immediately following the date on which such vacation entitlement was granted.

However, the Company and the Union agree that in special circumstances as listed below, entitlements may be reduced upon the employee's request:

- 1) To be eligible for a reduction in vacation entitlement an employee must be absent from working during the current vacation year, for an extended period, due to illness, accident, parental leave, or unpaid educational leave.
- 2) Reductions to vacation entitlement may be requested in accordance with the following:
  - i) if the absence is equal to or greater than three (3) consecutive months the employee will not be required to use more than three (3) weeks vacation during the current vacation year.
  - ii) if the absence is equal to or greater than six (6) consecutive or accumulated months the employee will not be required to use more than two (2) weeks vacation during the current vacation year, except for the vacation closure as per Article 14.01 (c).
  - iii) if the absence is equal to or greater than nine (9) consecutive or accumulated months the employee will not be required to use more than one (1) week vacation during the current

vacation year, except for the vacation closure as per Article **14.01(c)**.

3. It is up to the employee requesting a reduction in vacation entitlement to make such request, in writing, to **his/her** supervisor by December **31** of that vacation year, or within fourteen (**14**) days of returning to work from the absence, whichever is the later.

### **SUMMARY OF GROUP BENEFIT PLANS**

As a convenience for hourly-rated employees, a summary of group benefit plans is set out. These plans are Life Insurance and Accidental Death and Dismemberment Benefits, Sickness and Accident Weekly Indemnity Plan, Long Term Disability Plan, Pension Plan, Extended Health Benefit Plan and Dental Plan.

It is understood that the Company may change carriers which underwrite the benefit plans as long as the level of benefit coverage is maintained.

Benefit changes will be effective *December 1, 2000*.

#### **Group Life Insurance and Accidental Death & Dismemberment Benefits**

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

This plan provides Accidental Death & Dismemberment insurance in the amount equal to that of Group Life Insurance.

These benefits will be provided on the first day of employment.

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

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

### **Sickness & Accident Weekly Indemnity Plan**

Effective the date of ratification, for employees actively at work on that day, the plan will provide seventy percent (70%) of an employee's basic weekly earnings on the first day of accident, or the first day of **hospitalization** or the fourth day of sickness, to a maximum of twenty-six (26) weeks.

The definition of **hospitalization** to include day surgery which results in confinement to hospital for more than four (4) hours.

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

The Company will pay one hundred percent (100%) of the premium.

Eligibility is the first (1st) day of the second calendar month, if actively at work that day.

The Employment Insurance premium reduction will be



attributed to the Company to offset its increased share of the cost of this plan.

## **Long Term Disability Insurance**

Effective June 1, 1991, for employees who have completed one year of continuous service and are actively at work on the day of eligibility. This program will provide an employee with a disability income on completion of the Company's Sickness and Accident program at sixty-six and two-thirds percent (**66 2/3%**) of his/her basic monthly earnings to a maximum of two thousand and five hundred dollars (**\$2,500**) per month to age **65** or the end of **his/her** disablement, whichever comes first. This program does not apply to a person who is in receipt of any Workers' Compensation benefits.

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

Eligibility is the first (**1st**) day of the second calendar month, if actively at work that day.

Disability is to be defined as follows:

"Total Disability" or "Totally Disabled" means that because of accidental bodily injury or sickness you are:

- (a) during the Elimination Period and the next **18** months of total Disability, unable to perform any and every duty pertinent to your occupation, and
- (b) thereafter, not able to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience, and for which

the current monthly earnings are sixty (60%) or more of the current monthly earnings from your normal occupation prior to becoming disabled, and

- (c) at any time, not working for wage or profit (other than Rehabilitative Employment)

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

### **Extended Health Benefit Plan**

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

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

This plan provides a comprehensive drug plan with no deductible and with ninety 90% reimbursement for drugs which may not be purchased without a prescription, with some limitations. This also covers life-sustaining drugs, such as insulin.

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

Prosthetic devices, artificial limbs, durable equipment are covered at ninety (90%) reimbursement after a twenty-five dollar (\$25) or fifty dollar (\$50) deductible annually.

The plan will pay reasonable and customary charges at ninety (**90%**) for speech therapist, Massage Therapist, Osteopath, Psychologist, *Acupuncturist*, Chiropractor, Naturopath, Podiatrist, Physiotherapy – *five hundred dollars (\$500)* per year maximum after a twenty-five (**\$25**) or fifty (**\$50**) deductible.

*The plan will pay a maximum of five hundred dollars (\$500) every five (5) years for hearing aids, subject to a twenty-five dollar (\$25) or fifty dollar (\$50) deductible.*

Vision care up to two hundred dollars (**\$200**) for each plan member; up to one hundred fifty dollars (**\$150**) for dependents every twenty-four (**24**) months and up to one hundred twenty-five dollars (**\$125**) for dependents under **18** (eighteen) every twelve (**12**) months. Eye examinations will be included. Effective May **1, 1999**, vision care for dependents over **18** will be up to two hundred dollars (**\$200**) every **24** months.

Eligibility is the first (**1st**) day of the month following one (**1**) month service.

Ambulance Service in province is included.

Customary and usual charges for out of province benefits to a maximum of twenty thousand dollars (**\$20,000**) per year per member and per dependent.

Life time maximum of seventy-five thousand dollars (**\$75,000**) per member and dependents.

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

- (a) For benefits the person is entitled or would have been entitled to receive under government plans in effect on the date of ratification, or

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

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

### **Pension Plan**

Effective May 1, 2000, this plan provides a pension at retirement (age 65 years) of *forty-six dollars and fifty cents (\$46.50)* per month for each year of continuous service from January 1, 1967.

Effective May 1, 2001, this amount will increase to *forty-eight dollars (\$48.00)* per month for each year of continuous service from January 1, 1967.

Effective May 1, 2002, this amount will increase to *forty-nine dollars and fifty cents (\$49.50)* per month for each year of continuous service from January 1, 1967. This pension is in addition to benefits payable under Government Pension Plans.

Early Retirement- **unreduced** benefit at 62 with minimum 25 years service. One third (1/3) reduction per month (4% per year) from age 62 with minimum 25 years service. **One-fourth (1/4)** reduction per month (3% per year) from age 65 for those regular employees on the payroll as at June 1st, 1995, who retire with less than 25 years service.

The Company pays the full cost of this Pension Plan.

*Effective May 1, 2002, employees will be required to participate in the Retirement Savings Plan as per the following schedule:*

<b>Years of Service</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
<b>O-Q</b>	<b>\$0.15</b> per hour	<b>\$0.15</b> per hour
<b>10 – 19</b>	<b>\$0.30</b> per hour	<b>\$0.30</b> per hour
<b>20 – 29</b>	<b>\$0.45</b> per hour	<b>\$0.45</b> per hour
<b>30+</b>	<b>\$0.60</b> per hour	<b>\$0.60</b> per hour

*The Company will provide a matching contribution and both employee and employer contributions will be deposited into accounts in the employees name within the plan,*

*Savings plan contributions and investment income will be “locked-in” as per Pension Legislation.*

*The plan will include the following:*

*Regular Hours*

*Paid Absences*

*Union Paid Time*

*President’s Time*

*Company Paid Committees*

*Vacation Time*

*The plan provides an employer match providing the employee contributes on a voluntary basis for the following:*

*Sickness & Accident*

*Workers Compensation (up to six (6) months)*

## **Dental Plan**

Dental Plan provides basic preventative and restorative treatment, and crowns, bridges and dentures. The plan reimburses eligible employees and their eligible dependents, one-hundred percent (**100%**) for preventive services and eighty percent (**80%**) of eligible expenses to a maximum of one thousand and five hundred dollars (**\$1,500**) per person during each calendar year based upon the current dental fee schedule at the time the work is performed.

The Company will provide orthodontic coverage. This coverage will be sixty percent (**60%**) of orthodontic costs to a lifetime maximum of one thousand and five hundred dollars (**\$1,500**) for each plan member and each dependent of a plan member.

Eligibility after six (**6**) months service.

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

The Company pays the full cost of this Dental Plan.

Employees on Maternity Leave of Absence will continue to be eligible to receive benefits under the Group Life, Extended Health Benefits, Pension and Dental Plans.

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

## LETTERS OF INTENT

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

**IMC POTASH COLONSAY INC.**

### REGISTERED

*December 7, 2000*

Mr. Larry Buchinski  
President  
USWA Local 7656

Dear Mr. Buchinski,

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

This is to confirm the Company's intention to provide each employee *with a minimum of twelve (12) months continuous service with a new pair of boots or reimbursement to a maximum of two hundred (\$200.00) dollars for new boots as set out below.*

*The standard safety boot is a high top, steel-toed, CSA approved boot with a built in metatarsal guard. Employees will be given six (6) months to change to this new standard of safety boot starting at the implementation of the new Collective Agreement.*

*To receive new boots or reimbursement for new boots, an*

*employee must present their old boots to the Safety Department or Supervisor who will approve the issue or payment of a new pair as required.*

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

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

- 1) Each regular employee will be entitled to two (2) sets of work clothes per calendar year. To *receive the second set, the employee must turn in the old set that is worn out or damaged and is no longer fit to use, to the warehouse.*
2. *If a workers job or working environment is such that the two (2) sets of work clothes are no longer fit to use within the year, then the Department Head will approve the issue of an additional set as required.*
3. One set consists of:
  - a) a pair of coveralls, or
  - b) a pair of pants and a shirt.

### **Re: Vacation Make-up Pay**

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

— employees entitled to vacation under Article 14 of the Collective Agreement will be guaranteed vacation pay



dependent on length of service and in accord with the schedule listed.

Such guarantee will be subject to the following conditions:

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

The above stated provisions apply only to those employees who are on Workers' Compensation, Weekly Indemnity, Maternity, or Paternity leave-of-absence (for a period greater than thirty **(30)** consecutive days and does not apply to employees on any other leaves-of-absence.

Should an employee qualify under these provisions, that is be on compensation, weekly indemnity, maternity, or paternity leave-of-absence for more than thirty **(30)** consecutive days, then return to work and subsequently be off work for any other reason, the period of time that he/she

is off work for such any other reason, will be discounted on a pro-rata basis from the amount of hours as allowed for in Article **14** of the Collective Agreement.

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

### **Re: Travel Vouchers**

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

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

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

### **Re: Severe Weather**

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

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

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

### **Re: Emergency Response Program**

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

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

during the preparation days. On the day of the competition, if it is a Saturday, individuals are paid eight (8) hours overtime.

### **Scheduled Overtime Shift (Murphy)**

Should the Company wish to implement a shift schedule for those employees on continuous shift, in accordance with Article 16.05 (b), which eliminates the four (4) hours per pay period schedule overtime, such change will only be made after six (6) months notice has been given to the Union

### **Apprenticeships – Aptitude Testing**

*This Letter of Intent outlines the basis and procedures for evaluating candidates for Apprenticeships at IMC Potash Colonsay Inc. Pursuant to Appendix D, senior bidders for Apprenticeship vacancies will be evaluated utilizing an aptitude test battery to assess their potential for successful completion of an Apprenticeship Program.*

- 1. The evaluations will be performed by SIAST – Kelsey Campus or other education consulting service agreed upon by the Company and Union.*
- 2. All employees who take part in the evaluation must sign a release allowing the institution conducting the evaluation to release information to the Company and the Union. The only information to be released to the Company and the Union is whether or not the employee is deemed to have the potential required to successfully complete the Apprenticeship Program. This information will only be required at the time an employee is the senior bidder on the apprenticeship posting.*
- 3. All employees who participate in this process will be given a breakdown of their evaluation in a confidential follow-up interview conducted by those*

- responsible for the evaluation.*
4. *An employee deemed not to have the potential for the Apprenticeship Program will be advised what he/she can do in order to meet the required criteria. Subsequent testing will not be considered unless satisfactory proof is supplied to the Company and the Education Consultant to demonstrate the employee has taken the necessary steps, as identified by the educational consultant, to warrant a re-evaluation.*
  5. *The Company plans to offer the Education Consulting Service evaluation on site in advance to senior employees. The Company will endeavour to offer these evaluations on an employee's day shift and they will not lose any paid time. If a qualified bidder is senior on a posted apprenticeship bid, and has not yet been evaluated, the Company will schedule that employee an opportunity to be tested on their own time as soon as possible.*
  6. *The Company will be responsible for the cost of the Education Consulting Service. Other costs, such as time (outside of the scheduled on-site testing) and travel costs, will be the responsibility of the employee.*

Yours sincerely,

*Kris Spence,  
Human Resources Officer*

cc: **B. Welke**

## **Letter of Understanding - In the Matter of Student Rates**

In the Matter of Student Rates

Whereas the Company and the Union are parties to a Collective Agreement (hereinafter referred to as the Agreement), and

Whereas the provisions of this Letter of Understanding could be inconsistent with various terms and conditions set out in the Agreement or Memorandum:

Now therefore its parties agree in the matter of Summer Student Rates as follows:

- a) That Summer Students hired generally for the period May to August will be paid at ninety (**90%**) of Job Class 2 for all time worked as a Labourer, and
- b) that when these Summer Students perform work which qualifies for a higher rate of pay they will receive the higher rate of pay for the period of time the work is performed, and
- c) that the provisions of this Letter of Understanding will not be the subject matter nor result in any matter being the cause of a dispute under the Grievance and Arbitration Procedure as set out in the Agreement.

Dated the *23rd day of November, 2000*, at **Saskatoon**, Saskatchewan.

For the Company

*Kris Spence,*  
*Human Resources Officer*

For the Union

**B. Welke**, International  
Representative, **U.S.W.A.**

Larry **Buchinski**, President,  
Local **7656**