

**AGREEMENT**

*Between*

**K+S WINDSOR SALT LTD.**

*PUGWASH FACILITY  
Nova Scotia*

*and*

**UNIFOR LOCAL 823 -- PUGWASH SALT-  
MINE GROUP**

EFFECTIVE OCTOBER 8, 2014  
EXPIRES OCTOBER 7, 2017

# AGREEMENT

ENTERED INTO THIS

5<sup>th</sup> Day

OF

August 2015

by and between

**K+S WINDSOR SALT LTD.** a Company having an office at Pugwash, Nova Scotia, hereinafter called "The Company", and acting herein with respect only to its Pugwash Works, hereinafter referred to as "said works".

AND

**UNIFOR LOCAL 823 – PUGWASH SALT -- MINE GROUP**, located at Pugwash, Nova Scotia, hereinafter referred to as "The Union".

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## **ARTICLE I - PURPOSE**

1.1.0 The Company and the Union have entered into this Agreement at Pugwash, Nova Scotia, for the purpose of recording terms and conditions of employment, resulting from collective bargaining, which are to be observed by the parties hereto. It is their desire to maintain a harmonious relationship between the Company and the Union, to settle all differences in an amicable manner as herein provided, and to work together to promote the safety and health of the employees and to achieve the most efficient operation of the works.

1.1.1 In any case where the benefits provided under the Labour Standards Code and Regulations of the Province of Nova Scotia are found to be greater than those provided in this Agreement, then the benefits provided under that Code shall apply.

1.1.2 This Agreement shall conform to the existing Occupational Health and Safety Act, Province of Nova Scotia and both parties agree to co-operate in the observance of this Act.

1.1.3 Except where the context otherwise requires, words or expressions used in this Agreement denoting the masculine gender shall be read as including the feminine gender.

## ARTICLE II - RECOGNITION

2.1.0 This Agreement shall apply to all the employees of the Company with the exception of Classifications listed below:

Management, Office and Stores Staff,

Supervisory Employees above and including the rank of Foremen.

Technical Engineers, Laboratory Staff and Assistants

Temporary Employees,

Guards, Gatemen and Watchmen,

Office Janitorial Staff.

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

2.2.0 The Union recognizes the right of the Company to manage the said works and direct the working forces including the right to hire, promote or transfer any employee and to demote, suspend, discipline or discharge any employee for just cause. In the interest of the efficient operation of the said works, the Union agrees that the Company may change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured and to determine all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in the Agreement, and that any such action shall not be

inconsistent with the terms of this Agreement and any such action which results in individual injustice, shall be subject to the Grievance Procedure.

2.3.0 The Union recognizes the right of the Company to make and to alter from time to time, rules and regulations to be observed by the employees. These rules and regulations shall not be inconsistent with the terms of this Agreement.

The Company shall provide the Union with copies of new rules and regulations 48 hours before they are posted on Company bulletin boards and provide explanations if requested by the Union.

2.4.0 The Union further recognizes the right of the Company to incorporate all manner of technical and process improvements at any time, notwithstanding the fact that such improvements may reduce the labour force required to operate the works. Such reductions shall be consistent with qualifications and seniority rights.

In the case of a permanent reduction of the work force as per (i.e. the permanent elimination of a classification or the permanent elimination of a position within a classification) or the closure of a department, a displaced employee will exercise their plant wide seniority within the **Mine Unit** on any position where they are qualified or may be qualified with a single opportunity for fifteen (15) working days training; however if not qualified after said training, the employee will be subject to lay-off. Such training opportunity will not be provided for Hoistman, Shaftman, and recognized trades positions and limited to twelve (12) Miner positions. Within that number twelve (12), any employee directly initially affected by any Fine Salt Department closure who has been a Miner in the preceding ten (10) years will be deemed qualified.

An employee laid off as a result of any closure of the Fine Salt Department has the right to be recalled into the Mine Department if there is a vacancy. Any said recalled employee will be eligible for a single opportunity for fifteen (15) working days training; however if not qualified after said training, the employee will be subject to lay-off.

The Company shall meet with the Union to discuss any displacement of employees per this article.

2.4.1 The letters of understanding exchanged between the parties on the signing of this collective agreement, and to be printed with the agreement, are part of the collective agreement and are binding upon the parties hereto during the term of this agreement.



### **ARTICLE III - CHECK-OFF**

3.1.0 The Company will deduct from the pay of each employee the monthly dues, initiation fees and other assessments and dues authorized by the Secretary-Treasurer and the President of the Union. The amounts of such deductions shall be deposited by the Company into the Union's Bank account following the month for which the deductions were made. A record of those from whose pay the deductions were made shall be submitted to the Union.

3.2.0 The Company shall notify the Union in writing, the names, classifications and rates of pay of all new employees upon hiring.

3.3.0 The Company will notify the Union in writing within three (3) days of an attempt to recall a laid-off employee.

## **ARTICLE IV - CO-OPERATION**

4.1.0 All new employees must take out and maintain Union membership within five (5) working days from the date of employment with the Company.

4.2.0 The Company agrees that the Union may use the Company's Bulletin Boards, located throughout the said Works, provided that the use by the Union of the Bulletin Boards shall be restricted to the posting thereon only of such notices as have received the approval in writing of the Company prior to posting and that the subject matter of such notices shall be restricted to matters pertaining to recreational or social activities, notices of meetings or notices of the results of elections in connection with affairs of the said Union, and provided further that no notice shall be posted which contains advertising or political matter. (Every effort shall be made both by the Company and the Union not to interfere unreasonably with each other's use of the boards.)

4.3.0 There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion by or on behalf of the Company, or by or on behalf of the Union, its members or its agents regarding any employee because of membership or non membership in the Union, nor because of age, race, colour, religion, creed, sex, sexual orientation, physical disability, mental disability, irrational fear of contracting illness or disease, ethnicity, national or aboriginal origin, family status, source of income and/or political belief, affiliation or activity. No employee shall, however, conduct Union activities during working hours except as specifically permitted in this Agreement.

4.4.0 The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, any sit down, stay-in, or slowdown in any department, or any strike or stoppage of any of the Company's operation or any curtailment of work or restriction or interference with production or any picketing of the Company's premises during the term of this Agreement.

4.4.1 The Company agrees there shall be no lock out during the life of this Agreement.

## ARTICLE V - REPRESENTATION

5.1.0 The Company agrees to recognize a Union negotiating committee of six (6) members, one (1) of whom shall be the local Union President or his designee, and one (1) from each of the following departments: Mine, Rock Salt Mill and Shipping, Maintenance, and Fine Salt Plant. The sixth member of this committee shall **be a representative of Unifor.**

5.1.1 It is understood that compensation to the employee committee members for regular wages lost in connection with re-negotiation of this Agreement shall be made by the Company. **In addition, three (3) days of preparation time will be paid before the beginning of the negotiations.**

5.2.0 The Company also agrees to recognize a Grievance Committee of six (6) members, one (1) of whom shall be the local Union President or his designee, one (1) of whom shall be the Chief Shop Steward, and one (1) from each of the following departments: Mine, Rock Salt Mill, Maintenance, and Fine Salt Plant. The representative from **Unifor** may also be present.

5.3.0 The Union agrees to notify the Company in writing of the names of the local Union officers, committee members, and shop stewards and the effective dates of their elections or appointments.

5.3.1 Members of the Union Executive, including the Chief Shop Steward who have been excused from their regular shift, and who have participated in a full shift of Union Business, will be paid at time and one half for all work performed on their regular shift when requested to work by the Company.

5.4.0 It is understood and agreed that the local Union President or his designee, committee members and shop stewards have their regular duties as

employees to perform. Such a representative shall, however, after arrangement with, and the consent of his Foreman, whose consent shall not be unreasonably withheld, be permitted during his working hours, and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his jurisdiction.

The Union President shall be permitted to work on the Day Shift when such work is available within his own classification and for which he is qualified. The Vice President shall be permitted to work on the day shift on occasions where the President is unavailable for periods of one (1) week or more. In addition, a minimum of one (1) weeks' notice is required.

The Union President, Secretary Treasurer and Executive will be granted time off, without pay, to attend the regular monthly Union Meetings.

The request for such absence must be made to the Department Supervisor prior to the posting of the Weekly Schedule in which the meeting occurs.

When such absence, for executive members only, requires the payment of Overtime Premium in order to provide relief, then such time off may be denied.

5.4.1 Each Foreman shall maintain, on special forms to be supplied by the Company, a record of the actual time when the local Union President or his designee, committee members and shop steward leaves his regular duties when about to engage in the investigation or settlement of a grievance or grievances and of the actual time when he returns and resumes his regular duties. The Foreman and Union representative shall initial each entry of time on the said form.

5.5.0 The Company agrees that a leave of absence without pay shall be granted to any employee for Union business up to a maximum of sixty (60) working days in any one year. Seniority shall continue to accumulate during this period. The Union agrees to give the Company at least ten (10) days notice in writing of such leave giving appropriate details. The Union agrees there shall not be more than two (2) employees on leave of absence for Union business at any one time and that such leaves shall not in any event exceed three (3) months in the aggregate during each one (1) year period of this Agreement. The Company will consider allowing two (2) additional Union representatives to be absent at the discretion of the Manager. Such permission shall not be unreasonably withheld.

5.5.1 In addition to Clause 5.5.0, an employee who is appointed to a full time position with the Union, shall be granted a Leave of Absence without pay, not to exceed twelve (12) months.

Upon application, thirty (30) days prior to the end of such twelve month period or any subsequent twelve month period, the Leave of Absence will be extended for an additional twelve (12) months.

Seniority shall continue to accumulate during such periods.

5.6.0 The Company agrees to notify all committee members, in writing forty-eight (48) hours in advance of Company initiated Management Committee Meetings and to give as much notice as practicable for all other meetings or the cancellation of meetings that they are to attend.

**5.7.0 The Union will be responsible to reimburse the Company for the wages and the cost of fringe benefits as a percentage of the base wage for all approved Union leaves and monthly Union Meetings. This percentage will remain fixed at 30% of the Committee member's base hourly wage rate for the life of this Agreement. An invoice will be sent to the Secretary - Treasurer of Local 823 for the total amount by end of the month following such time off and the Union will remit the amount by the end of the month following receipt of the invoice.**

## **ARTICLE VI - GRIEVANCE PROCEDURE**

6.1.0 Any dispute, grievance or misunderstanding (hereinafter called a "Grievance") which any employee or group of employees may wish to present to the Company shall be handled in the following manner and should be resolved within thirty (30) working days from the date it was presented to the Company.

6.1.1 Stage One: Any employee having a grievance shall first verbally present it to his Foreman within a period of five (5) working days from the time that such an alleged grievance has arisen. The employee, if he so desires, may be accompanied by his shop steward. The foreman shall deal with the Grievance and shall render his decision not later than five (5) working days after he receives the grievance.

6.1.2 Stage Two: If the matter is not settled at Stage One the grievance will be submitted in writing to the Facility Manager or his designee, within five (5) working days. If the matter is not satisfactorily settled at this stage, the matter may be advanced to Stage Three – Arbitration.

6.1.3 Any allegation involving the misinterpretation or violation of any provision of this agreement may be lodged either by the Union or by the Company with the other party, in writing at Stage Two within ten (10) working days after the alleged misinterpretation or violation of the agreement has occurred. In the event of failure of the Company and the Union to agree on a settlement of the issue, it may be referred to arbitration by either party within ten (10) working days in accordance with the provisions of Stage Three.

6.1.4 A Grievance arising from the discharge, or the suspension of three (3) working days or more, of an employee may be submitted at Stage Two of the Grievance procedure within five (5) working days after



the discharge or suspension has occurred. Any employee, who has been found through the Grievance Procedure, to have been wrongfully discharged, shall be reinstated.

6.1.5 No grievance shall be lodged or prosecuted against the discharge by the Company of a probationary employee.

The Union reserves the right, only in cases of alleged discrimination termination, to represent the employee through the grievance procedure.

6.1.6 The aggrieved employee may attend any meetings at Stage Two.

6.1.7 Stage Three: In the event of failure to reach agreement at Stage Two, either party may submit the grievance to arbitration in accordance with Article VII. Such submission must be made within ten (10) working days after the grievance has been dealt with in Stage Two.

6.2.0 Saturdays, Sundays, Day off or Day of rest (for seven (7) day operations) and holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing steps. Any and all time limits fixed by this Article may be extended at any time by mutual written agreement between the Company and the Union.

6.3.0 Nothing contained in this Agreement shall prevent an individual employee from presenting any of his personal grievances directly to the Company provided such grievances are not inconsistent with the terms of this Agreement.

6.4.0 Committee members, if on shift, and when granted leave of absence to engage in grievance procedure meetings with the Facility Manager at Stage

Two only, shall not be penalized for loss of time or pay, provided the total time involved in all such meetings does not exceed eight (8) hours, for any one grievance.

6.5.0 The Company agrees that it has an obligation to deal as expeditiously as is reasonable in the application of discipline.

The Company shall, however, advise the employee of the disciplinary action to be taken as soon as a decision to that effect has been reached.

6.6.0 A disciplinary warning shall be deleted from an employee's file if a period of twelve (12) months has elapsed without any new infraction resulting in disciplinary action.

6.7.0 The record of a suspension shall be deleted from an employee's file if a period of eighteen (18) months has elapsed without any new infraction resulting in disciplinary action.

6.8.0 Employee shall have the right to view their personnel file. When possible, the employee will meet with management on the same day the request is made.

## ARTICLE VII - ARBITRATION

7.1.0 When either party decides to submit a grievance to arbitration, Section 6.1.7, then the other party shall be so advised in writing. **If the Company and Union cannot agree upon an Arbitrator, the Company and the Union shall request that the Minister of Labour of the province of Nova Scotia appoint—an impartial Arbitrator.**

7.2.0 No person shall be appointed as an arbitrator who has been involved previously in an attempt to negotiate or settle the grievance.

7.3.0 **Each party shall share equally in paying the remuneration and expenses of the arbitrator appointed. Witness fees and allowances shall be paid by the party calling the witness.**

7.4.0 The proceedings of the **Arbitration** shall be expedited by the Company and the Union. The decision of the **Arbitrator** shall be final and binding upon the parties hereto, but the **Arbitrator** shall not be authorized to make, nor shall they make, any decision or recommendation inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of this Agreement, in wage rates, nor deal with any matter not covered by this Agreement.

## **ARTICLE VIII - HOURS OF WORK AND OVERTIME**

8.1.0 The regular hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours worked.

8.1.1 The regular hours of work for other than the continuous twelve (12) hour shift or the continuous eight (8) hour shift shall be eight (8) consecutive hours per day, five (5) days a week Monday to Friday inclusive.

8.1.2 Continuous twelve (12) hour shift: Employee pay week is to be from 8:00 p.m. Sunday to 8:00 p.m. the following Sunday. Hours of work:

Day Shift - 8:00 a.m. to 8:00 p.m.  
Night Shift - 8:00 p.m. to 8:00 a.m.

8.1.3 Continuous twelve (12) hour shift:

- Pan Operators, Shift Engineers, Screen Mixer Attendants, Mobile Equipment Operator (12) and Warehouse/Bagger (12)
- Regular hours of work shall be twelve (12) regular hours per day, three (3) and four (4) days per week for an average of forty-two (42) hours per week on a four (4) week cycle in accordance with the agreed .

8.1.4 The Union recognizes that due to operational requirements, the Company may institute continuous eight (8) hour shift operations with four (4) regular rotating crews for shift engineers, pan operators and briners only. The regular hours of work for continuous seven (7) day operation shall be eight (8) hours per day, five (5) or six (6) days per week in accordance with the mutually agreed rotating shift schedule (twenty (20) week cycle) for an average forty-

two (42) regular hours.

8.1.5 The Schedule for the following week for all employees will be posted no later than Thursday 4pm each week. If the Schedule for following week changes after Thursday 4pm, affected employees will be advised by the Company. Company will maintain a data log to verify all calls.

8.2.0 It is understood that because of the nature of the salt business, the operation of this works requires a certain amount of periodic overtime.

When considered necessary by the Company, employees shall be requested to perform overtime work in excess of the regular hours of work.

Employees with a justifiable reason shall be excused from working overtime. However, it is agreed that if sufficient qualified employees are not voluntarily available, then one (1) or more of the above excused employees, having the lowest Overtime Worked Total, shall be required to work. No employee shall be required to work if they have already worked twenty (20) hours or more overtime in any given week.

An employee on an 8 hour schedule shift requesting a Friday or Monday off 7 days in advance, in writing, will be given the option to indicate if they are available for OT from the end of their last regularly scheduled shift until they report to work on their next regularly scheduled shift. This will be indicated on the time off request form. All time off must be approved by his foreman.

8.2.1 The Company shall endeavor, as far as reasonably practicable, over a period of three (3) months, to distribute overtime equitably among qualified employees in the department by classification in which such work becomes necessary.

Lists will be posted every three (3) months indicating, by department, overtime worked and refused. Overtime will be recorded as equivalent straight time hours.

A copy of the Overtime Distribution list will be sent to the Union Executive Members and posted in each department weekly.

In the event of inequities of more than twenty-four (24) hours existing at the end of a three (3) month period, they will be corrected by assigning overtime available to the applicable employee(s) as soon as practicable.

8.2.2 The three (3) month periods referred in Article 8.2.1 shall be defined as follows:

Period number one: January (first Monday following last Sunday in December) to March (last Sunday in March)

Period number two: April (first Monday following the last Sunday in March) to June (last Sunday in June)

Period number three: July (first Monday following the last Sunday in June) to September (last Sunday in September)

Period number four: October (first Monday following the last Sunday in September) to December (last Sunday in December).

Overtime worked and refused during these four (4) periods will be charged as follows:

1. At the end of each three (3) month period, the total number of hours worked and refused for each employee will be reduced by the lowest employee

total in the respective classifications. The lowest employee total(s) within the respective classifications will be set to zero (0).

2. A list showing the new totals will be posted the first week of the new period.
3. This list will also include a year to date total of hours worked and refused. This total will restart at zero (0) each January.

8.2.3 An employee shall have his overtime set at the average of the employees in his classification when he returns to work following an absence from work in excess of 4 weeks, excluding vacation or when he obtains a new permanent classification.

8.2.4 On completion of his probationary period, a new employee will be credited with the average overtime hours of the employees in his classification.

Probationary employees shall not be eligible for overtime until all qualified, regular employees in the classification in the department have been offered said overtime.

The following guidelines will be used to administer the Equalization of Overtime System:

1. All employees, except those who have signed out of the system, who are requested to work overtime, will be charged with having *worked* or *refused*.
2. Overtime which is the result of a penalty payment, such as a Company initiated change of shift, will not be charged.
3. An employee may decline to participate in the process of equitable distribution of overtime by completing the appropriate form and submitting this form to the Company.

4. When an employee elects to sign out of the system, the difference in "total hours worked and refused" between himself and the highest total (in his classification) will be recorded. When re-entering the system, this differential will be maintained. Should the employee signing out of the system be the highest in total hours worked/refused, then the difference between himself and the next highest total will be maintained.
5. An employee who has signed out of the system will not be requested to work until all other qualified employees within his classification have been asked.

8.2.5 In order to facilitate the equitable distribution of overtime and to ensure that personnel are available for overtime assignments, employees will be allowed up to twenty-four (24) hours from the time of posting to advise unavailability for overtime assignments.

8.2.6 When overtime is required in the position of Tower Operator, overtime will be offered first to the employee with the lowest total overtime hours in the Mill Department.

8.3.0 An employee whose working week is Monday to Friday inclusive, shall be paid at the rate of time and one-half for all hours worked on Saturday and double time for all hours worked on Sunday.

8.3.1 An employee whose working week includes Saturday or Sunday or both (excepting as in 8.3.2) of these days shall be paid at the rate of time and one-half for all hours worked on his first day off and double time for all hours worked on his second day off.

8.3.2 For continuous twelve (12) Hour Shift Workers, any work in excess of three (3) consecutive twelve (12) hour shifts will be paid at the rate of Time



and One-half and any work in excess of four (4) consecutive twelve (12) hour shifts will be paid at the rate of Double Time.

8.3.3 When, as a result of a Company initiated change of shift schedule (a) from a five (5) day week to a seven (7) day week or (b) from a seven (7) day week to a five (5) day week or (c) from a five (5) day week or a seven (7) day week to the continuous twelve (12) hour shift, an employee is required to work more than five (5) consecutive days, he shall be paid at the rate of time and one-half for the sixth day and double time for the seventh day.

8.3.4 When, as a result of a change of production schedule from a continuous twelve (12) hour shift to a five (5) or seven (7) day week, an employee is required to work in excess of three (3) or four (4) consecutive days, these excess days will be paid in accordance with clause 8.3.2.

8.3.5 An employee, except as noted in Clause 8.1.3 and 8.1.4 shall be paid at the rate of time and one-half calculated to the nearest half hour worked for all time worked:

- (A) In excess of eight (8) hours in any continuous period of twenty-four (24) hours, commencing at the employee's regularly scheduled starting time.
- (B) Between Sunday midnight and the employee's first scheduled shift of the week.
- (C) In excess of eight (8) hours if an employee does not have at least an eight (8) hour break period prior to his first scheduled shift of the week. The "Continuous period of twenty-four (24) hours" for the first scheduled day of that week will commence with his actual starting time on Sunday rather than

his scheduled starting time. The remainder of the week will be as outlined in (A) above.

**(D) If an employee has worked in excess of sixteen (16) hours in the preceding twenty-four (24) hours prior to the employee's regularly scheduled shift.**

8.3.6 An employee on the continuous twelve (12) hour shift shall be paid at the rate of time and one-half calculated to the nearest half hour worked for all time worked in excess of twelve (12) hours in any continuous period of twenty-four (24) hours commencing at the employee's regular scheduled starting time.

8.3.7 Subject to the provisions of 8.5.1 the Company agrees to compensate the employee for any loss of regular hours incurred as a result of a Company initiated change in the Posted Weekly Shift Schedule.

8.3.8 An employee will be paid at the rate of time and one-half for the first shift only of a Company initiated change in a Posted Weekly Shift Schedule when such change is made after 4:00 p.m. on Friday (or) after 8:00 a.m. Friday for employees working on the back shift (if the Company fails to notify the employee by 4:00 p.m. Friday).

8.3.9 An employee acting in the capacity of a relief operator, or in training (Pan Operator, Shift Engineer or Screen/Mixer Attendant) in a continuous operation, who is scheduled to work a combination of 8 hour and 12 hour shifts in a "Posted Weekly Schedule", shall be paid a rate equal to time and one half for all hours worked in excess of 40.

An employee acting in the capacity of a relief operator, or in training (Pan Operator, Shift Engineer, or Screen/Mixer Attendant) in a five (5) day, 12 hour shift operation, who is scheduled to work a combination of 8

hour and 12 hour shifts in a "Posted Weekly Schedule" shall be paid at the rate of time and one half for all hours worked on Saturday and double time for all hours worked on Sunday. Further, employees will be paid at the rate of time and one half for all hours worked in excess of 40.

8.4.0 An employee may, with the approval of the Company, arrange for a change of shift with another employee provided each employee will have at least an eight (8) hour break between shifts and the mutual exchange will not result in any additional overtime pay.

8.4.1 With the approval of the Company, employees on twelve (12) hour shifts may arrange for a mutual exchange of up to four (4) hours, provided that the right to any overtime payment, which may be incurred by the employee as a result of such change, is waived.

8.4.2 Employees who are not eligible for a mutual exchange of shifts as provided for in Article VIII (8.4.0) because of their particular job or classification, may under this Agreement now arrange for such change.

Prior approval of the Foreman must be received and the initial change or subsequent change back to the regular schedule will not result in any overtime payment.

8.5.0 An employee who is called in by the Company to perform work outside his normal hours of work shall be paid a minimum of four (4) hours pay at the appropriate overtime rate calculated at the employee's basic rate or the job classification rate, whichever is the higher. However, no minimum payment shall apply when the hours so worked are continuous with the employee's regularly scheduled working hours.

8.5.1 An employee who reports for work for a scheduled shift, and for whom no work is available, will

be guaranteed four (4) hours work or training **at the applicable rate as defined in 8.3.0 or holiday rates, if applicable** or four (4) hours pay at **straight time**.

This provision shall not apply to employees who are returning to work after an absence or when such lack of work is due to the lateness of the employee, a labour dispute, fire, flood, power shortage, or other such cause beyond the control of the Company.

Employees who are at work and because of a power shortage their regular work is unavailable the employer will make an effort to find alternative work or training for the remainder of the shift.

8.5.2 Overtime payments shall not be pyramided nor shall more than one basis for calculating overtime be used to cover the same hours.

8.5.3 Company will maintain a data log to verify all O/T calls. For emergencies there will be no waiting period for response. In cases of required O/T where the employer has at least 24 hours notice all employees requested to work will be given at least one (1) hour to respond to overtime requests. If there is no response they will be charged and the process will be continued until the vacancy is filled.

8.6.0 Hoisting and lowering schedules for underground employees will be arranged to provide eight (8) hours from collar to collar for each shift, but variations from such schedules, not exceeding fifteen (15) minutes which do not occur consistently, shall be disregarded. Delays in such schedules in excess of fifteen (15) minutes shall be considered time worked.

8.6.1 It is understood that all surface department employees shall be at their working place and ready to assume their duties at the commencement of their shift.

8.6.2 If, at the commencement of his scheduled shift, an employee is late, he shall be penalized to the extent of six (6) minutes for lateness after the first six (6) minutes, and to the extent of a further six minutes for each succeeding period of lateness six (6) minutes. The entries on the employee's Time and Attendance Report shall govern the application of this Clause.

8.6.3 If such an employee leaves his working place before the end of any scheduled working period, he shall be penalized to the extent of six (6) minutes for early leaving for every tenth of an hour included in the period between the time when the employee left his working place and the end of such scheduled shift. The entries on the employee's Time and Attendance Report shall govern the application of this Clause.

8.7.0 Absence of an employee without prior notice with reasonable excuse or without subsequent reasonable excuse, may on the first offence result in a reprimand by the Company. On the second offence, the employee may be suspended for a period decided upon by the Company, but not to exceed one (1) week. The third offence may result in discharge. Any reprimand for absence will be cancelled from the record of an employee six (6) months after it is incurred.

## **ARTICLE IX - WAGES – CLASSIFICATION**

9.1.0 The classification of all occupations and wage rates appearing in Schedule "A" attached hereto, is made part of this Agreement and is signed for identification by the parties hereto. Any new occupation established during the term of this Agreement shall be deemed to be included in Schedule "A". Prior to the implementation of any new classification, the Company agrees to meet with the Union executive to negotiate the wage rate of such new classification. If necessary, the Company may establish an interim rate to be used until agreement is reached on a final rate.

9.2.0 It is agreed that when an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid at his regular rate, provided work is available for him at the time in his regular classification. If there is no work available in his own classification, such employee shall be paid the classification rate of the job to which he is temporarily assigned. Any employee, with the exception of those assigned as relief to the classification of Conveyor Floor Attendant or Truck Scale Attendant shall get the classification of the highest class of work he does any time during his regular shift.

For those employees acting as relief Conveyor Floor Attendants or Truck Scale Attendants, the higher rate shall apply only for the actual time assigned to that classification.

9.3.0 An employee who is to be demoted because his job is to be permanently eliminated shall be given advance notice of ten (10) calendar days or in lieu of such notice, shall retain his previous rate for ten (10) calendar days.

9.4.0 It is the express policy of the Company that Foremen, acting Foremen and Supervisors shall not

perform the regular work of a member of the bargaining unit except:

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

9.5.0 An acting foreman is a bargaining unit employee who is responsible for a crew and is performing duties normally performed by a foreman. They will only perform bargaining unit work as per Article 9.4.0 with the following exceptions:

1. Acting foremen in the maintenance department, working back shift underground, Monday to Friday, as long as there are four (4) or fewer maintenance employees in total on shift.
2. Acting foremen in the maintenance department working the weekend (Friday midnight to Sunday Midnight) as long as all maintenance employees have been offered the overtime work.

All Acting foremen will maintain their union classification and be eligible for O/T in their classification, as per O/T language, when not working in the acting foreman's capacity.

A working leader is a bargaining unit employee, reporting to a foreman or acting foreman, who is designated by the company to coordinate tasks or lead other employees and performs some responsibilities that a foreman would normally perform. They will be paid the working leader rate and will perform bargaining unit work. **The working leader position will be selected as per Article 13.2.0 and 13.2.1.**



## **ARTICLE X - BEREAVEMENT- JURY DUTY**

10.1.0 An employee who has attained seniority status and who suffers the bereavement of a family member shall be granted a Leave of Absence with pay in accordance with the following conditions.

10.1.1 An employee on the continuous twelve (12) hour shift who has attained seniority status and who suffers the bereavement of a family member shall be granted a Leave of Absence with straight time pay at twelve (12) hours per day, subject to the following conditions.

10.1.2 An employee on an 8 hour schedule shift who has attained seniority status and who suffers the bereavement of a family member shall be granted a Leave of Absence with straight time pay at eight (8) hours per day, subject to the following conditions

10.1.3 The days eligible for payment shall commence the day after the death occurs. Such days must be consecutive scheduled non overtime working days of the employee who, but for the bereavement, would have worked on those days.

10.1.4 One of the bereavement days can be scheduled at another time to attend the funeral.

10.1.5 1 day bereavement : brother in law, sister in law.

10.1.6 3 days bereavement : grandchild, grandparents, step father, step mother, step brother, step sister, father in law, mother in law.

10.1.7 5 days bereavement : spouse, child, child of current spouse, father, mother, brother, sister.

10.1.8 For the purpose of Article X, the word 'Common Law Spouse' will be recognized within the full meaning of the word spouse, so long as cohabitation has existed for a continuous period of 12 months.

10.2.0 An employee who is summoned and reports for Jury Duty or is subpoenaed by a court as a witness and appears in court shall be paid by the Company, an allowance equal to the difference between the employee's straight time earnings lost as a result of his jury service or appearance in court as a witness and the amount of jury or witness fees, excluding travelling allowance, paid by the court.

10.2.1 In order to qualify for such payment, the employee will be required to give the Company prior notice that he has been summoned for Jury Duty or subpoenaed as a witness and to furnish satisfactory evidence that Jury Duty was performed or that he attended as a witness on the days for which he claims such allowance.

10.3.0 Absence as a result of a conviction under either the Motor Vehicle Act or Sections 253, 254, and 255 of the Criminal Code of Canada (1999), shall be treated as Leaves of Absence without pay, not to exceed a period of ninety (90) days.

## ARTICLE XI - HOLIDAYS

11.1.0 It is agreed that the following days shall be considered paid holidays during the Term of this Agreement for employees on the Seniority List:

For the duration of this collective agreement, if the Lieutenant Governor of Nova Scotia adds an additional holiday in the Province of Nova Scotia the Company will amend Article 11.1.0 to include the holiday.

### 2014

<b>Thanksgiving Day</b>	<b>Monday October 13</b>
<b>Remembrance Day</b>	<b>Tuesday November 11</b>
<b>Christmas Day *</b>	<b>Thursday December 25</b>
<b>Boxing Day</b>	<b>Friday December 28</b>
<b>24th/31st (All 4 - 12 Shift)</b>	<b>Wednesday December 24</b>
<b>(All others)</b>	<b>Wednesday December 31</b>
<b>1 Floater to be scheduled</b>	

### 2015

<b>New Year's Day *</b>	<b>Thursday January 1</b>
<b>Heritage Day*</b>	<b>Monday February 16</b>
<b>Good Friday *</b>	<b>Friday April 3</b>
<b>Easter Monday</b>	<b>Monday April 6</b>
<b>Victoria Day</b>	<b>Monday May 18</b>
<b>Miners' Memorial Day</b>	<b>Monday June 8</b>
<b>Canada Day **</b>	<b>Wednesday July 1</b>
<b>Civic Holiday</b>	<b>Monday August 3</b>
<b>Labour Day *</b>	<b>Monday September 7</b>
<b>Thanksgiving Day</b>	<b>Monday October 12</b>
<b>Remembrance Day</b>	<b>Wednesday November 11</b>
<b>Christmas Day *</b>	<b>Friday December 25</b>
<b>Boxing Day</b>	<b>Thursday December 24</b>
<b>24th/31st (All 4 - 12 Shift)</b>	<b>Wednesday December 23</b>
<b>(All others)</b>	<b>Thursday December 31</b>
<b>1 Floater to be scheduled</b>	

**2016**

<b>New Year's Day *</b>	<b>Friday January 1</b>
<b>Heritage Day*</b>	<b>Monday February 15</b>
<b>Good Friday *</b>	<b>Friday March 25</b>
<b>Easter Monday</b>	<b>Monday March 28</b>
<b>Victoria Day</b>	<b>Monday May 23</b>
<b>Miners' Memorial Day</b>	<b>Monday June 13</b>
<b>Canada Day **</b>	<b>Friday July 1</b>
<b>Civic Holiday</b>	<b>Monday August 1</b>
<b>Labour Day *</b>	<b>Monday September 5</b>
<b>Thanksgiving Day</b>	<b>Monday October 10</b>
<b>Remembrance Day</b>	<b>Friday November 11</b>
<b>Christmas Day *</b>	<b>Monday December 26</b>
<b>Boxing Day</b>	<b>Tuesday December 27</b>
<b>24th/31st (All 4 -12 Shift)</b>	<b>Friday December 23</b>
<b>(All Others)</b>	<b>Friday December 30</b>
<b>1 Floater to be scheduled</b>	

**2017**

<b>New Year's Day *</b>	<b>Monday January 2</b>
<b>Heritage Day*</b>	<b>Monday February 20</b>
<b>Good Friday *</b>	<b>Friday April 14</b>
<b>Easter Monday</b>	<b>Monday April 17</b>
<b>Victoria Day</b>	<b>Monday May 22</b>
<b>Miners' Memorial Day</b>	<b>Monday June 12</b>
<b>Canada Day **</b>	<b>Friday June 30</b>
<b>Civic Holiday</b>	<b>Monday August 7</b>
<b>Labour Day *</b>	<b>Monday September 4</b>
<b>1 Floater to be scheduled</b>	

\* Statutory Holidays

\*\* Company and Union to coordinate with the Village of Pugwash,

11.1.1 An employee who is off work on any of the above Holidays shall, subject to the provisions of Clause 11.1.2, be paid an amount equivalent to that which he would have received for his regular scheduled shift.

11.1.2 An employee shall not be entitled to be so paid:

- (A) If he does not work on any non-statutory holiday when he has been scheduled to do so, unless he has been excused from work in advance or furnishes a subsequent justifiable reason for such failure.
- (B) If he is absent without a justifiable reason on the last scheduled working day preceding the holiday or the next scheduled working day succeeding the holiday. For the purpose of Holiday Pay entitlement only, overtime shall not be considered as a scheduled shift.
- (C) However, in the case of illness certified by medical certificate, leave of absence or layoff, an employee shall receive his holiday pay if he **has received pay or was entitled to be paid for** fifteen (15) days **or the equivalent** during the thirty (30) calendar days immediately preceding the holiday.

**If any holiday occurs during the week affecting the employees returning from an illness, leave of absence or layoff including absences as a result of the annual shutdown and the employee returns to work on their first scheduled shift of that week, if they are otherwise eligible, they will receive the holiday pay.**

11.1.3 For scheduled continuous shift employees, holidays covered by Article XI will be observed on the calendar day on which they actually fall.

11.1.4 Employees who have acquired seniority will be eligible for one (1) floater holiday to be taken between January 1 and December 31 of each year as follows:

- 1) Upon completion of 90 days worked in each yearly period, the employee becomes eligible for one (1) holiday.

An employee wishing to use a floater holiday for which he has become eligible, shall request permission from his supervisor prior to the posting of the weekly schedule.

Although permission will not unreasonably be withheld, absence due to a floater holiday will be considered as part of the department's maximum allowable absence.

Normally, employee time off for banked and floater holidays will be scheduled so that a replacement can be provided on regular time basis.

It will be possible, however, when the request, in the opinion of the immediate supervisor, is reasonable and justified, to provide replacement on an overtime basis.

The floater holiday will not be carried over from one year to the next. If the floater holiday is not taken, it will be paid out at regular rate at the beginning of each new year.

An employee who has acquired seniority may, with the permission of his supervisor, use the floater holiday in advance of eligibility. At the end of December of each year, employees who have taken the floater holiday but have not satisfied the eligibility, as stated in number 1 above, will be required to reimburse the Company any holiday pay advanced.

11.2.0 In addition to the holiday pay stipulation in Clause 11.1.1, employees shall be paid at the rate of time and one-half for all work performed on the above holidays.

11.2.1 All employees on a 12-hour shift **schedule**, will have the option of taking a day off in lieu of a holiday. **An employee on an 8-hour shift schedule, who works 8 hours or more on a Statutory holiday will have the option of taking a day in lieu of the holiday. This provision does not apply to the Floater classification. For boat loading only, a minimum of 6 hours must be worked.**

**All holidays banked must be used within ninety (90) calendar days, except for 12-hour shift employees who will have to use their banked holidays within 120 days. Holidays not used will be cancelled and employee will be paid amount being held in lieu.**

For those employees who elect to take a day in lieu of a Holiday worked, the following shall apply:

One week's notice in writing shall be required of the employee's intent to take a day in lieu. **The day will not interfere with the rights of other employees or exceed departments maximum allowable absence.** Arrangements for the day off in lieu of the Holiday worked will require the approval of the Department Supervisor and will require notice in writing of one (1) week.

Such approval by the Department Supervisor will not be unreasonably withheld.

Payment of the Premium portion will be paid for the Holiday worked. Payment of the regular portion will be paid when the day in lieu is taken.

To satisfy the requirement of a "Week's Notice", such notice must be given prior to the posting of the "Posted Weekly Schedule".

11.3.0 Employees who are ineligible for holiday pay by reason of insufficient service, will be paid at the rate of time and one-half for work performed on any of the above holidays.

11.4.0 Employees without seniority are governed by the Labour Standards Code and Regulations of the Province of Nova Scotia.



## ARTICLE XII – VACATIONS

12.1.0 Subject to the rules contained below, an employee who has completed the prescribed period of service by March 31st., shall be granted a vacation with pay as follows:

12.1.1 Employees with less than twelve (12) months accumulated service shall be granted a vacation equal to 0.83 of a day per month of service.

Vacation Pay shall be four (4%) percent of the employee's gross earnings with the Company.

12.1.2.a A full vacation week for all employees will be seven (7) consecutive days commencing on the first regular scheduled working day following the employee's regular scheduled day or days off.

For continuous shift workers, a full vacation week shall be seven (7) consecutive days commencing on Monday and ending on Sunday.

12.1.2.b An employee may elect to take up to one (1) full vacation week in single shift increments, providing the following conditions are met:

- Provide written notice Wednesday of the week prior
- Supervisory approval.

Single day vacation requests are subject to all other vacation provisions and restrictions as set forth in the collective agreement. The Company reserves the right to deny single day vacation requests for essential positions should there be no available replacement.

12.1.3 Employees with one (1) year but less than five (5) years accumulated service shall be entitled to two (2) weeks vacation. Vacation pay shall be four (4)

percent of the employee's gross earnings with the Company.

12.1.4 Employees with five (5) years but less than ten (10) years accumulated service shall be entitled to three (3) weeks vacation. Vacation pay shall be six (6) percent of the employee's gross earnings with the Company.

12.1.5 Employees with ten (10) years but less than twenty (20) years accumulated service shall be entitled to four (4) weeks vacation. Vacation pay shall be eight (8) percent of the employee's gross earnings with the Company.

12.1.6 Employees with twenty (20) years but less than twenty-five (25) accumulated service shall be entitled to five (5) weeks vacation. Vacation pay shall be ten (10) percent of the employee's gross earnings with the Company.

12.1.7 Employees with twenty-five (25) years or more accumulated service shall be entitled to six (6) weeks vacation. Vacation pay shall be twelve (12) percent of the employee's gross earnings with the Company.

12.1.8 For the purpose of these rules Accumulated Service shall be the total period during which the employee has been an employee of the Company commencing on the employee's most recent hiring date or January 1, 1952, whichever is the most recent.

Any employee whose 5th, 10th, 20th or 25th year of accumulated service falls within the current vacation year, shall be permitted to take the corresponding vacation entitlement at the applicable rate of pay beginning April 1st of the current vacation year.

12.1.9 Vacations may not be postponed from one year to another, nor may they be waived by an employee and vacation pay be drawn in lieu of the vacation. No part of a Leave of Absence shall be considered as the vacation period.

However, an employee returning from lay-off period may upon return to work waive part or all of his outstanding vacation entitlement and be paid in lieu thereof. **The employee's vacation waiver will be limited to the number of weeks he was laid off or the number of weeks he is entitled to, whichever is less.**

Furthermore, in cases of absence due to illness an employee may waive all or part of his outstanding vacation entitlement and be paid in lieu thereof. The employee's vacation waiver will be limited to the number of weeks he was absent or the number of weeks he is entitled to, whichever is less.

12.1.10 For those entitled to three (3), four (4), five (5), or six (6) weeks vacation, the Company reserves the right to limit their vacation during July and August to two (2) weeks. Such employees may schedule the remainder of their vacation outside of July or August.

The Company and the Union recognize that the week that includes Christmas Day and the Nova Scotia March Break periods have become prime vacation periods. To help ensure that more employees have an opportunity to take vacation during one or the other of these periods, employees may be restricted to one or the other. Seniority will govern selection of these vacation periods should restrictions become necessary due to department operating requirements.

12.1.11 Vacations shall be scheduled by the Company to take place mainly during the summer months and shall be arranged to coincide as far as possible with the wishes of the employees, subject in both cases to the efficient operation of the department concerned.

12.1.12 Where a recognized holiday or holidays occur during an employee's vacation, he shall be entitled to take an additional day or days provided the Company has been advised in writing of his intent at least one (1) week prior to the commencement of his vacation, and the day will not interfere with the vacation rights of other employees or exceed departmental vacation levels. If the holiday or holidays are deferred days, **they** must be taken within the vacation year.

12.1.12.a Requests for vacation (**full weeks and single days**) by seniority must be submitted by May 15<sup>th</sup> (or the closest working day) of each year. Approved vacation schedules (**full weeks will be prioritized over single day requests**) will be posted by June 1<sup>st</sup> (or the closest working day) of each year. All vacations **including single days** requested after May 15<sup>th</sup> will be on a first come first served basis.

Scheduling of vacation allotment will be limited to the employee's vacation entitlement

12.1.13 Vacation pay shall be paid to the employee on the employee's regularly scheduled payday, unless the employee provides a written request to be paid advanced vacation pay. In which case, vacation pay shall be paid on the last day preceding the date the employee is scheduled to go on vacation, at minimum one (1) week increments. The employee must confirm in writing his impending vacation with the Company at least one (1) week in advance.

The employee has the option of taking all or part of his vacation pay entitlement when going on vacation.

12.1.14 Upon termination of employment, an employee shall be paid a vacation allowance of four (4) percent, six (6) percent, eight (8) percent, ten (10) percent or twelve (12) percent of his gross wage as determined by preceding Clauses 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5, 12.1.6, 12.1.7.

12.1.15 In any case where the benefits provided under the Nova Scotia Pay Act are found to be greater than the above provisions, the benefits provided under the Act shall apply.

12.1.16 Members of the bargaining unit shall be granted upon request with adequate notice for scheduling, a leave of absence without pay, not to exceed **three (3) one - week periods** in each year of this Agreement. **However, if at the time of the leave the employee has any unscheduled vacation time or banked time, this time must be taken as part of the requested leave of absence.**

In any event, leaves of absence, except for the purpose of bereavement or plant/department shutdowns, will not be granted when such leave exceeds the departments maximum allowable absence.

12.1.17 Employees retiring may elect to take their vacation prior to the retirement date, or to receive vacation allowance in lieu of unused vacation in the current year, unless the employee's request is in conflict with Company policy, or the articles as outlined in this Collective Agreement. This payment will be paid out with the last pay the employee will be receiving

## ARTICLE XIII - SENIORITY

13.1.0 An employee shall acquire seniority status after he has been in the employ of the Company for an aggregate probationary period of six hundred (600) straight time hours during any 12 month period. All terms of the Collective Bargaining Agreement will apply to probationary employees, except the probationary employee may be terminated without recourse to the grievance procedure per the terms of article 6.1.5.

Seniority shall date back to the earliest hire within the 12 month period.

13.1.1 When two (2), or more, newly hired employees acquire seniority in a department on the same date, the order of appearance on the seniority list will be decided by a draw, witnessed by the Union President or designate and the affected employees.

13.2.0 In all cases of promotion including vacation relief, demotion, transfer, lay-off, and recall, the Company will consider the following:

- (A) Seniority
- (B) Skill and ability to perform the work required.

13.2.1 When, in the judgment of the Company, Factor (B) is equal, as between two (2) or more employees, seniority shall govern. Cases of disagreement shall be dealt with in accordance with the provisions of Article VI.

13.3.0 It is agreed that there shall be four (4) **Departmental** seniority lists, Mine, Rock Salt Mill and Shipping, Maintenance, and Fine Salt Plant. When an employee transfers from one **department** to another, his name shall be placed at the bottom of the Departmental Seniority List and he shall retain his seniority in his original **Department** for a period of sixty (60) days.

At the end of sixty (60) days of cumulative seniority in the new **Department**, (sixty (60) working days in the Maintenance **Department** and sixty (60) calendar days in all other **Departments**) the transfer shall be considered final and his seniority shall then date from the date of such transfer.

13.3.1 A notice of vacancy (**both permanent and non-permanent**) will be posted for a period of seven (7) consecutive calendar days in all departments, **including the office unit**, inviting applications from interested candidates. Such postings will be valid for a period of sixty (60) days. The results will be posted within one (1) week, seven (7) consecutive days.

**13.3.2a Promotions to vacant positions will be filled from within the department in which the vacancy occurs provided suitable applicants are available. Failing success in locating a suitable candidate from within the department in which the vacancy occurs, applications from other departments in the unit will then be considered in order of total plant service. Failing success in locating a suitable candidate from within the unit, members from the office unit will then be considered in order of total plant seniority. However, skilled trades employees are not eligible to apply for non-skilled vacancies and Relief positions are filled only within the department as per Letter 12.**

**13.3.2b If a vacancy is filled as per 13.3.2a with a member from the Office Unit who bids on a posting and if the employee turns down the position within the sixty (60) day period, they will not be allowed to bid on the same position for a period of six (6) months, unless he immediately accepts seniority in that department as a result of the second (2nd) posting; if he is the successful bidder.**

**13.3.3 Promotions of a non-permanent nature will be reversed upon return to work of the permanent incumbent, if the incumbent is physically and otherwise capable of performing all of the required duties of the position. If there is a question of the incumbent's capability, a Duty to Accommodate Review may be made.**

13.4.0 A laid-off employee holding seniority in one (1) **Department** who accepts employment in another **Department** will return to his former **Department** as soon as regular work is available for him in that **Department unless he chooses to accept seniority in the Department as a result of the terms contained in Section 13.4.1.**

13.4.1 If such employment as exceeds sixty (60) continuous days in one (1) **Department**, the position will be posted. The successful candidate shall maintain his seniority in his original department until he has actually filled his new position for a period of sixty (60) days or until he elects to assume the service in the new position accumulated prior to the posting of the position. If the employee elects to assume such service it will be combined with his service in the position. The employee shall be required to advise the Company in writing of his decision within the sixty (60) day period.

13.4.2 The Company agrees that before hiring probationary employees, any member of the bargaining unit on lay-off qualified to do the work available will be given first choice to fill the job opening.

13.4.3 Five (5) days following receipt of a Lay-off Notice, an employee shall be entitled to exercise accumulated service over a probationary employee in another department who has not attained seniority status in that department.



#### 13.4.4 RETURN FROM LAYOFF

1. Employees who are laid-off for a continuous period of sixty (60) calendar days or more will return to work at the lowest classification within their department.

2. For lay-off periods less than sixty (60) continuous days, employees will return to the classification they held at the time of their lay-off.

3. The exception will be:

- a) Maintenance Department employees
- b) Boiler Operators

The above exceptions will retain their classifications when returning from periods of lay-off.

13.5.0 Hoistmen shall be included on the Mine Seniority List.

13.6.0 An employee will lose all seniority if he or she:

(A) Voluntarily quits.

(B) Is justifiably discharged.

(C) If in Nova Scotia, fails to return to work within ten (10) days after notice to return has been received by registered mail. **Additionally, if the employee elects to receive this notice via email, these notices will be treated the same as registered mail.** If outside Nova Scotia, he must return in a reasonable time. In either case, both Union and Company must be notified immediately of change of address.

(D) Is laid-off in excess of the greater of twenty-four (24) months or the employees service.

(E) Is absent from work for five (5) consecutive normal working days without notifying the Company giving a satisfactory reason for such absence.

13.7.0 If an employee is transferred to a supervisory position, he shall be excluded from the coverage of this Agreement. However, if an employee returns to the bargaining unit within six (6) months, he will retain his accumulated seniority and Union dues will be remitted to the Union by the company on three (3) month intervals for this period.

13.8.0 Notwithstanding any provisions of Article XIII, students may be hired for periods not to exceed four (4) consecutive months. Such employees shall be considered as probationary and shall not acquire seniority. All other provisions of this Agreement shall apply to these employees.

## ARTICLE XIV - SAFETY AND HEALTH

14.1.0 The Company shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment.

Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

14.1.1 Employees afflicted with alcoholism or drug abuse will be covered by the Disability Plan provided they subject themselves to prescribed treatment.

14.1.2 It is agreed that the Joint Occupational Health and Safety Committee will be comprised of:

3 Union Representatives  
3 Company Representatives

Each party will advise the other in January of each year the names of their representatives.

14.1.3 It is agreed that each department will have one (1) safety representative with the exception of the maintenance department which will have two (2), one (1) from surface maintenance and one (1) from underground maintenance.

These representatives will participate in their department safety meetings and safety tours.

### 14.2.0

- (A) Coverall/overalls will be provided to all employees free of charge.
- (B) A.N.S.I.Z87/C.S.A. approved non-prescription safety glasses, with side shields, will be provided free of charge.

Effective October 8, **2014** the Company will provide a refund up to **\$300.00** upon receipt of proof of purchase of A.N.S.I.Z87/C.S.A. approved safety frames and prescription lenses once every 24 month period

The Company agrees to replace the lenses only of prescription safety frames and safety lenses when such lenses are damaged as a result of the employee's work at the Plant.

Such replacement will be on the following basis:

Maintenance Department Employees: Three times per two year period, October 8, **2013** - October 7, **2015**; and three times per two year period, October 8, **2015** - October 7, **2017**.

All Other Employees: Once per above two year period.

- C) 1. Miners belts will be provided free of charge.
2. Gloves will be provided for dirty and hazardous jobs, as determined by the Company, free of charge. Other gloves will be provided at cost.
3. Dust masks will be provided free of charge.
4. Hearing protection will be provided free of charge on request and will be required to be worn on designated jobs.
5. Welding equipment will be provided free of charge.
- 6. Rain Gear for all surface employees including employees holding the job classification of shaftsmen. One set per term of Agreement.**

**(D) Safety Footwear**

Effective on October 8, **2014** and each subsequent year of the collective agreement, all employees will receive the following amounts on their cheque the nearest pay period following October 8<sup>th</sup>.

October 8, <b>2014</b>	October 8, <b>2015</b>	October 8, <b>2016</b>
<b>\$235.00</b>	<b>\$235.00</b>	<b>\$235.00</b>

14.2.1 Whenever the Company recommends to the employees for their better protection, the use of additional personal safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

14.2.2 For the information of employees, the following guidelines set out the procedure to be followed under Section 43 of the Occupational Health and Safety Act, if an employee has reason to believe that work he is being asked to do is dangerous to himself or to others in the workplace. It is agreed that these are only guidelines and as such, are not a substitute for the provisions of the Occupation Health & Safety Act, and particularly Section 43 of the Act, which will govern in all applicable instances.

Guidelines:

If an Employee has reason to believe that work they are being asked to do is dangerous to themselves or anyone else in the workplace, they can refuse to do the work until:

1. The Employer takes action to remedy the problem to the Employee's satisfaction.

2. The Safety Committee has investigated the situation, and all members of the Committee advise the Employee to do the work, or
3. A Department of Labour Officer investigates the situation and advises the Employee to do the work.

If an Employee is going to refuse to do work, these are the steps that should be followed:

1. Report to a supervisor that they refuse to do the work.
2. If the problem is not remedied to the Employee's satisfaction, the Employee should report it to the Joint Occupational Health and Safety Committee or Health and Safety Representative.
3. If the problem is still not remedied to the Employee's satisfaction, the Employee should report it to the N.S. Department of Labour.

When an Employee refuses to do work, that Employee has the right to participate in the investigation along with the Joint Occupational Health and Safety Committee, Health and Safety Representative or, Department of Labour Officer, when they inspect the workplace to see if the Employee has a good reason for refusing to do the work.

During the investigation, the Employee will be paid their regular wages.

When an Employee refuses to do certain work, the Employer is allowed to give them other work to do.

Also, when one person refuses to do certain work, the Employer also has the right to give the work to another person, provided the second Employee is made aware of:

1. The first person's refusal
2. The first person's reason for refusing.
3. The second Employee's right to refuse.

14.3.0 The Company shall, if possible, provide an overtime meal if the employee is required to work more than ten (10) continuous hours and if employment continues an overtime lunch if possible at thirteen (13) hours and at intervals of four (4) hours thereafter. The meal provided will be to a maximum of \$10.50. The lunch provided will be to a maximum of \$8.50. If it is not possible for the Company to provide the above meals and/or lunches, or the employee chooses payment in lieu, then the employee will be paid \$10.50 per meal and \$8.50 per lunch.

The company will provide as much variety as possible for meals from all local restaurants.

14.3.1 Employees on the continuous twelve (12) hour shift shall be paid for or provided with lunches and meals only after fourteen (14); hours and seventeen (17) hours worked at intervals of four (4) hours thereafter.

14.4.0 When an employee has been authorized to use his vehicle for trips to the Marine Terminal or MacLeod Lake, he shall be reimbursed \$3.00 per one-way trip to the Marine Terminal and \$3.50 per one-way trip to MacLeod Lake.

## ARTICLE XV - CONTRACTING OUT

15.1.0 Whenever it becomes necessary for the Company to contract out a particular portion of its workload or requirements, except in emergencies or other situations beyond the control of the Company, the Company will notify the Union in writing no less than seven (7) calendar days before tenders are let. The Company agrees to discuss with the Union within five (5) calendar days of the notification, the nature and scope of the work to be done, if requested by the Union.

15.1.1 It is agreed that members of the bargaining unit shall not be laid off as a result of work which they are qualified to perform being contracted out to other sources.

15.1.2 In the event bargaining unit work (warranty and specialized work excluded, not including welding) is to be contracted out, the Company will pay a daily work permit fee for each contractors' or subcontractors 'employee on site of **\$3.25** per day. The company will remit such payment to local 823 on a monthly basis.



## ARTICLE XVI - DURATION OF AGREEMENT

16.1.0 This Agreement shall become effective as of October 8, **2014**, shall remain in full force and effect until October 7, **2017** and shall be automatically renewed for a period of one (1) year unless notice in writing is given by either party to the other for modification or termination during the period of ninety (90) calendar days prior to the expiry date of October 7, **2017**.

16.2.0 Within three (3) months of the expiry of this Agreement, either party may give notice to the other party, in writing, of its intention to negotiate a renewal of this Agreement.

Within ten (10) working days of receipt of such notice, both parties will meet and exchange proposed modifications or revisions of this Agreement.

Both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such a renewal.

16.3.0 The notices provided for in Article XVI shall be in writing and shall be sufficient if sent by registered mail addressed, if to the Company, to: **K+S Windsor Salt Ltd.**, Pugwash, Nova Scotia, and if to the Union to: The President, **Unifor** Local 823, , Pugwash, Nova Scotia.

**SCHEDULE " A "**  
**CLASSIFICATION AND WAGE RATES**

	Effect.	Effect.	Effect.
	Oct 8/14	Oct 8/15	Oct 8/16
	2.50%	\$0.68	2.50%
<b>Mine Department</b>			
Hoistman	\$28.93	\$29.61	\$30.35
Shaftman	\$27.43	\$28.11	\$28.82
Miner	\$27.17	\$27.85	\$28.55
Mine Dry Attendant	\$26.50	\$27.18	\$27.86
<b>Mill Department</b>			
Dispatcher	\$26.49	\$27.17	\$27.85
Dispatcher / helper	\$25.83	\$26.51	\$27.18
Checker / Loader	\$25.86	\$26.54	\$27.21
Mobile Equipment Operator	\$25.77	\$26.45	\$27.11
Conveyor Floor Attendant	\$25.86	\$26.54	\$27.21
Truck Scale Attendant	\$25.86	\$26.54	\$27.21
Marine Terminal Operator	\$25.86	\$26.54	\$27.21
Warehouse/Bagger	\$25.39	\$26.07	\$26.72
<b>Fine Salt Department</b>			
Shift Engineer 2nd class	\$29.22	\$29.90	\$30.65
Shift Engineer 3rd class	\$28.09	\$28.77	\$29.49
Pan Operator	\$27.98	\$28.66	\$29.38
Briner	\$25.93	\$26.61	\$27.28
Sr Pkg Machine Operator	\$25.84	\$26.52	\$27.19
Dairy Mill Operator	\$25.53	\$26.21	\$26.87
Screen / Mixer Attendant	\$27.24	\$27.92	\$28.63
Warehouse / bagger	\$25.39	\$26.07	\$26.72

<b>Maintenance Department</b>			
Journeyman <b>+\$1.25 yr one</b>	\$30.32	\$31.00	\$31.78
1st class	\$27.60	\$28.28	\$28.99
2nd class	\$26.75	\$27.43	\$28.12
3rd class	\$26.43	\$27.11	\$27.80
Preventive Maint I	\$27.60	\$28.28	\$28.99
Preventive Maint II	\$26.75	\$27.43	\$28.12
Preventive Maint III	\$26.43	\$27.11	\$27.80

## PREMIUMS

### SHIFT

A shift premium will be paid in addition to the applicable wage rate, whenever an employee works the following shifts:

Effective Oct. 8/11	4-12	\$0.60/hr
	12-8	\$0.70/hr

### PREMIUM "A"

For employees other than Miners, Hoistmen, Shaftsmen, working underground, on hoist cables, headframe below sheave deck, Effective October 8, 2005.... \$0.45/hour. Primary Blasters will also receive this premium.

### PREMIUM "B"

Working in the shaft, on sheave deck or above, hanging, lowering and removing material from beneath the skip or performing maintenance work on No. 6, 7 and 8 conveyors at the Marine Terminal: \$0.60/hour.

No pyramiding of Premium "A" and "B".

### PREMIUM "C"

**When working on sewage treatment plant equipment/disposal system or when handling human waste. \$0.70/hour.**

### PREMIUM "D"

Fine Salt Manufacture employees, (except shift engineers) with 4th Class Engine Operator's Certificate will be paid \$0.10/hour over their regular rate for a twelve (12) month period providing they continue their studies toward obtaining their 3rd Class Certificate.

Employees, excepting Shift Engineers, with 3rd Class Engine Operator's Certificate (Full Ticket) will be paid \$0.15/hour above their regular rate.

Employees, excepting Shift Engineers, with 2nd Class Engine Operator's Certificate will receive \$0.20/hour over and above their regular rate.

**PREMIUM "E"**

Working inside Fine Salt Plant Boilers, removal or replacement of boiler casing or insulation and removal, repair or replacement of soot blower lances. The economizer is considered part of the Fine Salt Plant Boilers - \$0.40/hour.

**PREMIUM "F"**

Miner loading, firing explosives or washing miss-fired holes.

High Pressure Washer - \$0.30/hour

**CERTIFIED HIGH PRESSURE WELDERS**

The existing High Pressure Welder will receive \$1.00/hr. when performing work requiring High Pressure Welding Certification.

Employees who, at the request of the Company, hold certification in a second recognized trade, will receive a premium of \$0.35/hr. for all hours worked.

**WORKING LEADERS**

Working leaders shall be included under the coverage of this Agreement and shall receive \$1.10/hour more than the rate of the highest ranking job in the group being led.

**BOAT LOADING**

If a weekend boat schedule (including employees required to replenish the Marine Terminal if necessary) is adjusted after 8 p.m. on Friday, each originally scheduled employee whose schedule is adjusted will be paid a one-time one-call fee of \$25. In the event that the schedule adjustment results in the cancellation of the

shift for the entire weekend, then originally scheduled employees will be eligible for an alternative one-time payment of \$50.

#### **RETROACTIVE PAY**

All employees on strength as of October 8, 2014 will be paid retroactively where applicable:

Wage adjustment  
Safety Footwear  
Stationary Engineer Licenses

#### **EMPLOYEE GROUP BENEFIT PLAN**

It is agreed that the application of the Employee Group Benefits comprised of the Group Life Insurance Plan (as amended October 8, 1996), the Pension Plan (as amended **January 1, 2013**, Manulife Medicare Supplement Insurance (as amended February 5, 2009) and the Disability Wage Plan (amended October 8, 1993) shall continue in respect of the employees of said works, except as set out below.

The Company agrees that the aforementioned coverages will continue without further change during the term of this Agreement except as set out below or unless such changes are agreed to between the Company and the Union.

Effective July 1, 2000 the Company will coordinate a Long Term Disability Plan through a third party (example, Manulife) with a long- term disability benefit of **\$1,650.00** per month, effective Oct 8, **2014**, the long-term disability benefit will increase to **\$1,700.00** per month, effective Oct 8, **2015** the long term disability benefit will increase to **\$1,750.00** per month and effective on Oct 8, **2016** the long term disability will increase to **\$1,800.00** per month subject to the terms and conditions of such plan. There will be no integration or carve-out.

## **PENSION AMENDMENT – Effective January 1, 2013**

(Note: The proposed Defined Contribution plan will be a component of the existing registered Canadian Salt pension plan. The addition of this Defined Contribution component will be achieved through an amendment to the existing plan. It is not a new plan. At all times the existing plan will remain a registered pension plan. The amending process is the same process used for example to add a COLA to the plan.)

The Plan will be hereby amended and restated effective January 1, 2013. As of January 1, 2013, the Defined Benefit portion of the Plan will be partially frozen to Defined Contribution Employees, meaning that no new Credited Service will accrue with respect to certain defined benefit entitlements. The amended and restated Plan text includes a Defined Contribution component, and certain pension entitlement for Defined Contribution Employees after January 1, 2013, will accrue under the Defined Contribution Plan.

### **Basics of the Amendment:**

1. Credited Service used in the calculation of the defined benefit amount will be frozen effective December 31, 2012. However, Defined Benefit Members at December 31, 2012 will continue to earn increases in the final average earnings and eligibility towards unreduced early retirement, periodic COLA increases and the Bridge benefits will continue to be provided for early retirement.

2. Defined Contributions will be based on the following schedule:  
Less than 50 points (completed years of age and completed years of credited service as of December 31, 2012 a fixed contribution of 6% of earnings on a monthly basis

3. Greater than 50 points (completed years of age and completed years of credited service as of December 31, 2012) will be based on the following schedule:

Points	Contribution Percentage
Under 60	8%
60-69	9%
70-79	10%
80-89	11%
90-99	12%
100 or more	13%

It is understood by the Company and the Union that the Company reserves the right to make changes to the Pension Plan by way of amendments to enhance the benefits contained in the Pension Plan.

**OTHER PENSION IMPROVEMENTS MADE BY AMENDMENT IN 2011:**

1. Spousal benefit –Pre-87 years of service
2. Bridge Improvement:  
Prior to Age 60: \$700/Month  
From Age 60 –65: \$650/Month
3. COLA As contained in amendment

**IMPROVEMENTS MADE BY AMENDMENTS IN 2014**

From March 1, 2014, any affected employee who has defined benefit pension entitlement who has completed 30 years of credited service and who retires on or after March 1, 2014 after attaining age 55 will receive a bridging supplement as follows:

Prior to Age 60: **\$750.00**  
From Age 60 – 67: **\$700.00**

**RELATED COMMITMENTS REGARDING PENSION PLAN DOCUMENTS**

Five (5) copies of the Pension Plan text including amendments and five (5) copies of the most recent valuation will be provided.



The Company will hold an annual pension meeting with the Union. The Union will be entitled to have a maximum of five (5) representatives present whose lost time will be paid for by the Company.

#### **Canadian Salt Pension Plan**

**1. Pension Curing - For all active employees, as of January 1, 2014 who meet the eligibility and service as per the Company Pension Plan in Canada, will have a one-time curing of their service for layoffs, maternity and paternity leave from January 1, 1984 to December 31, 2012.**

#### **ELIGIBILITY AND SERVICE**

**Every Full-time employee shall become a member of the Plan on the date he commences full-time employment. Every Part-time employee shall become a member on the first day of the month following the completion of twenty-four (24) months of service, provided he has earned at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) or worked 700 or more hours, in each of the two (2) immediately preceding consecutive calendar years.**

#### **Notation on Pension Statement:**

**\*\*Credited Service shown on your 2014 pension statement (received July 2015) does not reflect the negotiated benefit improvement where additional Credited Service was granted to certain Defined Benefit Union Employees who, were employed by the Company on October 8, 2014 and were on layoff status at any time during the period beginning on January 1, 1984 and ending December 31, 2012. Prior approval from the Canada Revenue Agency is required before the additional Credited Service for such layoff period can be granted. The Company is in the process of obtaining this approval and you will be notified once your past service pension**

**adjustment has been approved in order for you to receive the additional Credited Service under the Plan.**

**OTHER BENEFIT IMPROVEMENTS:**

- Increase Chiropractor to a maximum cap of \$450.00 per year. **Add Massage therapy to the list of practitioners, at same maximum cap.**
- **Increase Retiree Life Insurance to \$12,000. Effective for new retirees as of May 1<sup>st</sup>, 2015.**
- **Increase medical coverage to surviving spouse from 3 months to 18 months.**

**VISION CARE**

The Company shall provide a Vision Care program for the personal use of seniority employees and their eligible dependants with coverage in the amount of **\$250** every 24 months and **\$90** or eye exams every twenty-four (24) months. Note: All prescription Safety Glasses purchased must comply with the A.N.S.I./C.S.A. standards and contain side shields.

**DENTAL COVERAGE**

The Company will provide a dental plan. Coverage will be mandatory unless proof is provided that the employee is covered under spousal plan. Employee's contribution to the dental plan will remain at the current rates for the term of this agreement.

**SKILLED TRADES LICENCE REIMBURSEMENT**

The Company will reimburse Stationary Engineers for license they require in the performance of their duties. The Stationary Engineers will be required to provide a copy of their license and proof of payment for reimbursement.

## **EAP**

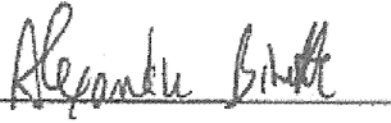
The Company to assume the cost of EAP for employees and dependants.

## **CANADA SAVINGS BONDS**

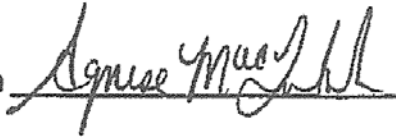
The Company will offer the Canada Savings payroll program to all employees.

**K+S WINDSOR SALT LTD. Pugwash, N.S.**

**Alexandre Binette**  
**Facility Manager**



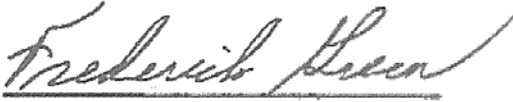
**Agnese Macintosh**  
**Office Supervisor**



**Alan MacKenzie**  
**General Maintenance Foreman**

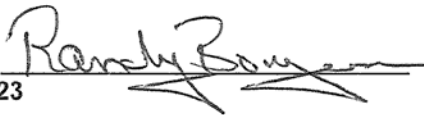



**Frederick Green**  
**Director, Employee Relations**  
**Morton Salt, Inc.**  
**Representing K+S Windsor Salt Ltd.**




**UNIFOR LOCAL 823 -- PUGWASH SALT-  
MINE GROUP**


MEMBERS OF NEGOTIATING COMMITTEE:

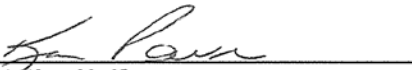
Randy Bonnyman   
President, Local 823

Bill O'Neill   
Vice-President, Local 823

Robert R. Brander   
Rock Salt Mill

Robert McKellar   
Mine

Mark Sheffar   
Maintenance

Kim Power   
National Representative Unifor

## **LETTERS OF UNDERSTANDING**

### ***NO. 1: FINE SALT PLANT***

Notwithstanding Article VIII (8.1.3) during periods of low production requirements of evaporated salt, the Company will have the option of instituting, for Pan Operators and/or Screen Floor Attendants only, Monday through Friday shift schedule comprising twelve (12) hour shifts and averaging forty (40) hours/week over a three (3) week cycle. The Company will post the change to or from this schedule by the Monday of the week prior to the commencement of the new schedule. The two (2) employees working the first shift only of such changed schedule will be paid at the rate of time and one-half for such shift if the notice is not provided by the Monday of the week prior to the commencement of the new schedule.

### ***NO. 2: BRINERS 12 HOUR SHIFT***

Following an agreed schedule, three (3) employees will work 12 hour shifts, 8 a.m. - 8 p.m. at regular time, for an average of 40 hours per week, over a three week cycle.

Holidays that occur while employees are working this schedule will be paid at 12 hour each.

This schedule will remain in effect as long as the Mine Department continues to hoist on a 12 hour/day production cycle and as long as there is a requirement for brine. A change in either of these factors will allow the Company to return the Brine Classification to a regular 8 hour shift schedule without penalty.

### **NO. 3: PAN OPERATORS**

During periods of unusually high production demands and/or limited staff availability for extended shifts, it is mutually agreed that payment for hours worked will be the greater of:

- 1) Existing contract provisions covering 5 day, 12 hour shift schedules

or

- 2) For the period 12:01 a.m. Monday - 12:00 midnight Sunday of each week:

First 40 hours	-	Regular Time
40 hrs. - 52 hrs.	-	Time & One Half
52 hrs to 12:00 Midnight Sunday	-	Double Time

Employees will be advised when this provision is in effect.

### **NO. 4: SHIFT ENGINEERS**

Upon completion of each class of Operator's Ticket granted by the Department of Labour, Province of Nova Scotia, the Shift Engineer will be eligible for a bonus payment of \$225.00.

This applies only to Shift Engineers who are in the full time employ of **K+S Windsor Salt Ltd.**, Pugwash, N.S. at the time the ticket is granted and who have accumulated the hours necessary for such class of ticket at this Plant.

The Company will reimburse Stationary Engineers for licences they require in the performance of their duties. The Stationary Engineers will be required to provide copy of their licence and proof of payment for reimbursement.

**NO. 5: NOTICE OF LAY-OFF**

Subject to the Labour Standards Code of Nova Scotia, the Company will provide one (1) week notice in writing of lay-off to affected employees specifying the date of lay-off.

**NO. 6: TRAINING OPPORTUNITIES**

Subject to the requirements of the classification, the Company will ensure that training opportunities within departments will be offered when reasonably practicable to employees in order of seniority. The Company, during the commissioning period of any new equipment, will train bargaining unit employees to operate and maintain or repair such equipment.

**NO. 7: APPRENTICESHIP AND PROMOTIONS**

Many of the Trades under the Province of Nova Scotia "Trades & Apprenticeship Division of the Department of Labour" are recognized by the Company as being applicable to the Maintenance Department.

From time to time it may be practical and desirable to fill positions which are vacant, or may become vacant, with applicants from within the Plant who are interested in entering the Trades Apprenticeship Program.

These applicants who are deemed qualified by The Company will be hired or transferred into the Maintenance Department at the level of 3rd Class and will be entered into the Trades Apprenticeship Program.

Testing to be a Government aptitude test, based on the Company's evaluation of the test for predictability and applicability.

Upon completion of 20%, 40%, 60%, 80% and 100% of the program, Company will pay lump sum of \$500 less



statutory withholdings for each of the above percentages completed.

**The Company will make up the difference between EI payments and 75% of the apprentice's base pay.**

Notwithstanding Article XIII (13.3.0), employees who transfer to Maintenance 3rd Class and are entered into the Trades Apprenticeship Program may be returned or elect to be returned to their previous classification if they are not successful in attaining an established standard in Block I of their particular trade. **Employees who fail to progress in the normal time frame established by the Apprenticeship Program will be disqualified and returned to their original classification. Employees entering the Apprenticeship Program may not bid to Production positions while in the Program.**

Employees enrolled in a Trades Apprenticeship Program will be eligible for promotion on the following basis:

-3rd Class to 2nd Class - 12 months of service in the Maintenance Department plus successful completion of 1st year Trade School.

-2nd Class to 1st Class - 24 months of service in the Maintenance Department plus successful completion of 2nd year Trade School.

-1st Class to Journeyman - 48 months of service in the Maintenance Department plus Journeyman certification in one of the above trades.

The program will be administered according to the Apprenticeship Program Guidelines.

#### Apprenticeship Program

- Grade 12 high school diploma or equivalent.
- Excellent safety record and the ability to perform

job duties and meet physical requirements of all assignments.

- Excellent attendance record
- Satisfactory completion of pre-program testing for aptitude and ability.
- Current disciplinary action on file will be considered.

When selecting internal applicants, the concept of seniority shall govern only where the qualifications are relatively equal between two or more employees.

***NO. 8: VACATION***

When an employee, while on vacation, suffers a major illness, injury or family crisis, the Company agrees to discuss with a view to rescheduling the vacation period.

Each case will be judged on its own merits and in all cases the Company's decision will be final.

***NO. 9: VACATION - LAY-OFF***

The Company and Union agree to expand the interpretation of Clause 12.1.9 to allow an employee, while still on lay-off, to waive all or part of his vacation entitlement and be paid in lieu thereof.

The amount of vacation time waived must not be greater than the period of lay-off within the vacation year.

***NO. 10: TOWER OPERATOR***

The employee assigned to act as Tower Operator during boat loading operations will be paid a rate equal to the classification of Checker Loader.

**NO. 11: SHAFTSMAN - OVERTIME**

It is agreed that the Company may schedule employees within the classification of Shaftsmen to overtime assignments within the classification of Miner and that this may occur even when all of the employees within the classification of Miner have not been scheduled to work.

All overtime worked and refused by employees within a classification will be credited to that classification.

**NO.12: RELIEF POSITIONS WITHIN THE DEPARTMENT**

The company will continue to post as per article 13.2.0 for relief positions and discuss with the union the positions to be posted and the number of positions.

All relief positions will be paid as per Schedule "A" classification rates for the job they are relieving

**NO 13: MEMORANDUM OF AGREEMENT FOR THE DAIRY MILL**

Requirements:

- Four Mill Department Mobile Equipment Operators
- Eight Fine Salt Department Warehouse/baggers

Current Classification

- Mill Department Continuous Mobile Equipment Operators (M-F) (14)
- Fine Salt department Continuous Warehouse /Bagger (M-F) (11)

### New Classification

- Mill Department Mobile Equipment Operators (M-F) (10)
- Mill Department Mobile Equipment Operators (Continuous) (4)
- Fine Salt Department Warehouse / Bagger (M-F) (3)
- Fine Salt Department Warehouse / Bagger (Continuous) (8)

### Shift:

- 12 hour continuous shift rotation;  
8:00am to 8:00pm  
8:00pm to 8:00am

### Schedule

- Regular hours of work shall be twelve (12) regular hours per day, three (3) and Four (4) days per week for an average of forty two (42) hours per week on a four (4) week cycle in accordance with the agreed shift schedule (as per 8.1.3). All sections of the current collective agreement that deal with 12 – hour continuous shifts will apply to the new classification.

### Vacancies

- Unplanned - any vacancy that occurs after the posting of the weekly shift schedule will be filled as follows

Relief, if required, will first be drawn from the mobile equipment operators and the warehouse /bagger on 8 – hour shifts.

If the hours cannot be filled with these personnel, then relief will be filled through an

overtime request as per the overtime equalization list.

- Planned - any vacancy known to occur before the posting of the weekly shift schedule will be filled as follows:

A relief person as per vacation relief.

If the hours cannot be filled with these personnel, then relief will be filled through an overtime request as per the overtime equalization list.

There will be a minimum of two (2) relief postings, 12-hour continuous mobile equipment operators.

There will be a minimum of two (2) relief postings for 12-hour continuous warehouse/baggers.

As required will be drawn from employees on layoff within the department first, then by seniority outside the department and be given appropriate training to perform the job.

#### Overtime

- Mill Department Mobile equipment Operator M-F and Continuous

The new mobile equipment operator classification and the existing mobile equipment operator classification will be considered as one for overtime opportunities, including boat loading. The current Collective Agreement provisions for overtime equalization will apply.

The rate for the boat loading for the mobile

equipment operator M-F (8 hours) will apply

- Fine Salt Department warehouse /Bagger (M-F) and Continuous

The new warehouse/bagger classification and the existing warehouse /bagger classification will be considered as one for overtime opportunities. The current Collective agreement provisions for overtime equalization will apply.

- Jurisdiction

If on the weekend the Company requires mobile equipment operator other than that in the continuous shift position , this requirement will be filled as overtime (i.e.: boat loading , snow removal, lowering equipment, loading wharf trucks , etc.)

The new warehouse/bagger classification duties will be Windsor Fines, Dried Coarse, Blocks, Totes, stock salt, and Crystal II. They will not run 12-2's, rectangles unless all the regular Dairy Mill employees have refused the work.

- Rate

One dollar per hour above Schedule A rates for  
- Mobile Equipment Operator  
- Warehouse\Bagger

- Job postings

The postings for the new classifications will be as per the Collective Agreement (Article 13)

- Restrictions

- This new classification is not intended to reduce the man power within the current departments.

If order demand slows to the point where regular 8-4 jobs are affected the 12 hour rotation would be cancelled before the 8-4 employees are reduced.

This agreement is non precedence setting and the Union in no way agrees that the Company may implement new classifications of this type (similar work) in the future without the agreement of the Union.

***NO 14: SHUTDOWNS***

The Company will give the Union 30 calendar days' notice of any planned shutdown of more than seven (7) calendar days, including proposed manning for the duration of the shutdown.

***NO 15: PERMANENT LAYOFFS***

It is understood and agreed that a permanent layoff is defined as one which the Company declares to be a permanent layoff. These layoffs would be the result of full department closures. Such layoffs may or may not conform to the definition of permanent layoff in the Labour Standards Code or other legislation. The Company will within five (5) days of the announcement meet with the Union representatives of the Labour/Management Committee to discuss and implement (subject to ratification of the membership) a plan to achieve the necessary reduction required.

***NO. 16: MINE DRY ATTENDANT***

**To maintain a clean, sanitary and functioning dry house the Company will schedule a Mine Dry Attendant as follows :**

- **Regularly scheduled Monday to Friday on day shift**
- **Regularly scheduled Monday to Friday on**

afternoon shift

- Non regularly scheduled day shift when there are 11 or more employees underground
- Non regularly scheduled afternoon shift when there are 11 or more employees underground
- There is no obligation to schedule a Mine Dry Attendant on the back shift

#### **NO. 17: VOLUNTARY LAYOFF INTENT**

The Company and the Union have reached agreement that a senior employee may take a voluntary layoff for long term layoff in lieu of a junior employee as per the language in the Collective Agreement. Should a more senior employee replace a junior employee, that senior employee should be treated as the junior employee. In all cases, a senior employee who is granted a voluntary layoff will be considered to be on layoff due to lack of work as it relates to Employment Insurance benefits. The Company will have sole discretion in instigating the offering of a Voluntary Layoff, as well as the final determination of whom, if anyone is granted this opportunity.



## LETTERS OF INTENT

### *DISABILITY WAGE PLAN - FIRST DAY BENEFIT COVERAGE-*

- 1) The Company agrees to recognize certain non-elective medical/surgical procedures as qualifying for first day coverage.

These procedures will be identified by the Company with participation by the Union executive as follows:

Non-elective procedures that qualify will be those which historically required a hospitalized recovery period, but that now are being performed as an outpatient service/day surgery.

Non-elective procedures that require the use of General Anesthetic or medication that render the employee unfit for duty.

The employee will be required to provide documentation from a doctor confirming that the employee is prevented from attending work for the reasons stated above.

The term "hospitalized" will be interpreted to mean admittance to a recognized hospital or, if appropriate, a recognized medical clinic, generating a charge for a least one day, supported by medical documentation, and preventing the employee from attending work for at least one day.

**SENIORITY/PLANT SERVICE LISTS  
As at July 1, 2015**

**MAINTENANCE**

P/R # No.	NAME	SENIORITY DATE	PLANT SERVICE DATE
6		05-Oct-85	16-Sep-85
53		24-Sep-96	7-Jul-87
249		1-Nov-04	16-Dec-02
294		24-May-05	24-May-05
293		24-May-05	24-May-05
303		24-Oct-05	24-Oct-05
119		10-Jul-06	13-Jul-94
280		10-Jul-06	4-Oct-04
79		8-Aug-06	10-Oct-97
312		16-Oct-06	16-Oct-06
113		21-Apr-08	11-Jul-94
353		4-Jul-11	4-Jul-11
354		4-Jul-11	4-Jul-11
357		17-Oct-11	17-Oct-11
356		17-Oct-11	17-Oct-11
134		24-Sep-12	10-Oct-97
288		24-Sep-12	13-Oct-04
339		24-Sep-12	1-Dec-08
346		1-Oct-12	8-Jul-09
343		22-Oct-12	22-Oct-12
133		4-Feb-13	10-Oct-97
375		5-Mar-14	5-Mar-14
377		3-May-14	3-May-14
380		2-Sep-14	2-Sep-14
384		5-Jan-15	5-Jan-15

MINE

P/R # No.	NAME	SENIORITY DATE	PLANT SERVICE DATE
41		10-Jun-73	16-May-73
71		28-Feb-77	28-Feb-77
114		08-May-78	29-Jun-77
<b>97 *</b>		<b>04-Feb-13</b>	<b>24-Jul-78</b>
202		03-Jan-79	20-Oct-78
<b>227 *</b>		<b>04-Feb-13</b>	<b>19-Jun-79</b>
240		01-Oct-79	05-Sep-79
241		07-Sep-79	07-Sep-79
<b>5 *</b>		<b>04-Feb-13</b>	<b>30-Jun-80</b>
<b>166 *</b>		<b>04-Feb-13</b>	<b>13-Aug-80</b>
128		11-Jan-81	08-Jan-81
139		13-Jan-81	12-Jan-81
7		28-Jul-86	28-Jul-86
<b>25 *</b>		<b>04-Feb-13</b>	<b>26-Jul-88</b>
64		01-Oct-88	27-Jul-88
<b>65 *</b>		<b>04-Feb-13</b>	<b>22-Aug-88</b>
54		10-May-89	03-May-89
80		05-Jun-89	29-May-89
89		20-Jun-89	13-Jun-89
102		25-Sep-89	31-Jul-89
100		19-Mar-90	19-Mar-90
40		22-Sep-94	24-Apr-90
117		13-Jan-03	18-Jun-90
<b>197 *</b>		<b>04-Feb-13</b>	<b>09-Jan-95</b>
111		27-Jun-95	27-Jun-95
59		10-Jul-95	10-Jul-95
147		21-Jul-95	17-Jul-95
152		07-Jul-96	24-Jun-96

151	23-Jun-01	24-Jun-96
193	11-Jul-96	28-Jun-96
127	17-Nov-03	25-Nov-96
214	07-Jul-97	07-Jul-97
123	09-Jul-97	07-Jul-97
<b>246 *</b>	<b>04-Feb-13</b>	<b>04-Nov-97</b>
217	28-Jun-01	18-Oct-99
254	26-Jul-04	04-Sep-01
268	19-Jul-04	03-Nov-03
273	12-Oct-04	17-Nov-03
<b>274 *</b>	<b>11-Mar-13</b>	<b>09-Aug-04</b>
286	26-Sep-05	24-Sep-04
295	26-Sep-05	26-Sep-05
298	03-Oct-05	03-Oct-05
310	31-Dec-07	31-Dec-07
316	15-Jan-08	15-Jan-08
318	15-Jan-08	15-Jan-08
331	30-Mar-09	05-Aug-08
334	27-Jan-14	27-Oct-08
322	27-Feb-14	17-Jun-08
302	15-May-14	03-Oct-05
340	15-May-14	01-Dec-08
347	15-May-14	08-Jul-09
336	30-Mar-15	03-Nov-08
348	30-Mar-15	02-Sep-14
275	30-Mar-15	02-Sep-14
317	30-Mar-15	02-Sep-14
304	02-Apr-15	02-Sep-14
381	10-Apr-15	15-Sep-14

FINE SALT

P/R	Name	Seniority	Plant Service
No		Date	Date

ROCK SALT MILL

P/R # NO.	NAME	SENIORITY DATE	PLANT SERVICE DATE
159		30-Nov-76	04-Nov-76
138		19-Jun-78	19-Jun-78
106		18-Aug-78	18-Aug-78
208		29-Dec-78	29-Dec-78
223		07-May-79	07-May-79
233		04-Jul-79	04-Jul-79
244		11-Sep-79	11-Sep-79
245		12-Sep-79	12-Sep-79
11		31-Jul-80	31-Jul-80
35		07-Aug-86	07-Aug-86
37		07-Aug-86	07-Aug-86
38		11-Aug-86	11-Aug-86
36		26-Jul-88	26-Jul-88
94		22-Oct-90	26-Jun-89
95		22-Oct-90	26-Jun-89
96		24-Jul-89	24-Jul-89
<b>72*</b>		<b>04-Feb-13</b>	<b>25-Apr-90</b>
124		19-Nov-94	17-Nov-94
29		30-Oct-95	27-Jun-95
82		10-Oct-96	18-Jul-96
132		16-Oct-97	10-Oct-97
218		28-Nov-99	18-Oct-99
215		10-Sep-01	10-Sep-01
<b>259*</b>		<b>11-Mar-13</b>	<b>22-Oct-01</b>
262		23-Nov-01	19-Nov-01
		<b>March</b>	
<b>265*</b>		<b>11/2013</b>	<b>04-Nov-02</b>
		<b>March</b>	
<b>200*</b>		<b>11/2013</b>	<b>18-Oct-04</b>

<b>326*</b>	<b>03-Sep-13</b>	<b>17-Jun-08</b>
332	05-Aug-08	05-Aug-08
335	27-Oct-08	27-Oct-08
344	08-Jul-09	08-Jul-09
365	28-Jul-14	01-Mar-10

P/R NO.	NAME		SENIORITY DATE		PLANT SERVICE DATE
338	Rasmussen	Christopher	01-Dec-08	RS	01-Dec-08

RECALL LIST

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