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Memorandum of Agreement

BY AND BETWEEN:

K+S WINDSOR SALT LTD, a corporation having an office at Lindbergh, Alberta and herein acting with respect only to its hereinafter described Lindbergh Facility hereinafter called the "Company".

AND:

Unifor Local 474 (hereinafter called the "Union") a Union of Canada, representing the employees of the Company affected by the agreement.

WITNESSETH THAT:

Whereas the Company is operating a salt plant located near Lindbergh, Alberta known as the Lindbergh Facility, and hereinafter referred to as the "said Facility" and whereas the company and the union wish to co-operate in obtaining efficient and unrestricted production at said Facility in maintaining a harmonious relationship between the Company and its employees and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said Facility.

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

1. Recognition and Membership

- 1:01 This agreement covers the employees of the Company as herein defined. The expression "employee" used throughout this agreement shall be deemed to mean all employees of the "said Facility" who have completed thirty (30) days service with the company save and except office staff, laboratory technicians, foremen, and persons above the rank of foremen.
- 1:02 The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.
- 1:03 An employee hired into a position in the Bargaining Unit, after acquiring seniority shall become a member of the Union and maintain such membership during the term of the agreement. The Union further agrees to notify the Company prior to any action the Union may wish to take against any one of its members if such action would in any way jeopardize the continued employment of the employee. The Company further agrees to a compulsory check-off of regular Union dues, in accordance with constitution of Unifor. The deductions shall be made from wages of all present employees and all new employees including students returning to school, but shall not extend to any special assessment or entrance fee.
- 1:04 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 with respect to any employee because of membership or non-membership in the Union.

1:05 It is the express policy of the Company that non bargaining unit personnel specifically referred to in Article 1:01 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.

The hours of work of any member of the bargaining unit shall not be reduced by any work performed by non-bargaining unit personnel as indicated in the foregoing.

1:06 The Company shall display a Unifor or Unifor Local 474 flag at the Lindbergh facility. The Company has the sole authority to determine the placement of the flag, but shall do so in a respectful manner commensurate with the positive working relationship both parties enjoy and seek to maintain.

2. Check-Off

2:01 The Company recognizes the right of the Union to levy initiation fees, dues and assessments in accordance with the constitution and by-laws of the Union.

2:02 The Company will deduct from the pay of each employee covered by this agreement, union dues and assessments in the amounts as notified, in writing, by the Secretary Treasurer of Local 474 of Unifor. These deductions shall be made by the Company from the last pay of each month. All sums deducted together with a record of those from whom deductions have been made and the amount deducted shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth day of the calendar month following the period when such deductions were made.

3. Management Rights

3:01 The Union recognizes the right of the Company to manage the said Facility and to direct the working forces, including the right to hire, promote or transfer any employee and to demote, discipline or suspend any employee or to terminate the employment of any employee by discharge for just cause or because of lack of work or for any legitimate reason. All disciplinary letters will be cleared from the employee's personnel file after 2 years of their anniversary date.

3:02 In the interest of the efficient operation of the said Facility the Union agrees that the Company may at any time change the hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured. Any such action of the Company which results in an individual hardship or injustice may be discussed as a grievance. The Company will follow the notification time periods identified elsewhere in this Agreement with regard to changing the hours of work. With regard to any other changes, the Company will discuss them with the Union prior to the changes being made in the regular Union/Management monthly meetings.

3:03 The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees, providing that such rules and regulations are not inconsistent with the terms of this agreement.

3:04 It is agreed that the Company's Industrial Relations plans comprising the Group Life Assurance Plan, the Pension Plan, the Disability Wage Plan, the Alberta Health Care Insurance, the Blue Cross Plan and the Dental Plan shall continue in respect of the eligible employees of the said Facility. It is also agreed that written copies of the said plans will be made available to each employee.

PENSION AMENDMENT – Effective January 1, 2013

(Note: The Defined Contribution plan will be a component of the existing registered K+S WINDSOR SALT LTD 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 hereby be 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:

<u>Points</u>	<u>Contribution Percentage</u>
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. The Union shall receive copies of the Pension Plan and any amendments made by the Company during the term of this Agreement.

With regard to all other plans, it is agreed that such plans shall continue without further change during the term of this agreement unless changes are agreed to between the Company and the Union.

- 3:05 In the event of the death of an employee or pensioner, the Company agrees to pay the premiums for applicable health insurance coverage for a dependent surviving spouse and eligible dependents for a maximum of 36 months, unless the person qualifies for premium-free coverage or coverage through another employer before that time.
- 3:06 The Company agrees to pay its applicable share of fringe benefit health premiums for a period of 24 months in cases of sickness or accident except for life insurance for which the Company will pay its portion of the premium.
- 3:07 Effective April 1, 2019, an employee may elect to make, by payroll deduction, optional contributions in respect of current service at a rate up to two percent (2%) of the employee's pensionable compensation to the DC plan. The Company shall contribute an amount equal to fifty percent (50%) of the employee's optional contribution, up to a maximum one percent (1%) of the employee's pensionable compensation.
- 3:08 Effective the 1st of January 2019, for an employee to be eligible for pensioners health and welfare benefits, the following requirements must be met:
- Retirement prior to reaching the age of 65: Employee must be at least 55 years of age, have at least 30 years of service, and retire directly from the company.
 - Retirement at or after reaching the age of 65: Employee must be at least 65 years of age, have at least 10 years of service, and retire directly from the company.
 - Retirement between ages 55 and 65 with at least 10 years of service prior to age 65: Employee must be eligible for retiree health once s/he reaches the age of 65 years.

These dates are based on actual dates and not the beginning of the year.

4. Union Representation

- 4:01 The Company agrees to recognize two stewards:
- One from the Powerhouse, Pan Room and Maintenance Departments;
 - One from the Packaging, Pellet, Loading, and Security & Safety Departments.
- They shall be employees and be elected by the Union.
- 4:02 It is understood that a steward shall, after arrangement with his Supervisor, 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.
- 4:03 The stewards, together with the President, Vice-President, and Secretary of the Union shall constitute the Union committee and shall be recognized as such by the Company.
- 4:04 Any three (3) of the five (5) members of the Union committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings.
- 4:05 In order to provide a more harmonious and continuing dialogue between the Company and the Union, it is agreed that a meeting between the parties will be arranged to take place each month to discuss items of mutual interest or concern. Such items will not include grievances or items pertaining to modifications or revisions of the agreement. A list of

items to be discussed shall be exchanged between the parties at least forty-eight (48) hours in advance of the proposed meeting. Should there be no items for discussion the meeting will be cancelled. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings.

- 4:06 No person shall conduct Union activities at the said Facility or during working hours except as specifically permitted in the agreement.
- 4:07 The Company will provide each employee with a copy of this agreement.
- 4:08 The Company agrees that the Union may post notices in the said Facility on a notice board supplied by the Company for such purposes, providing that the use of the board shall be restricted to the posting of notices regarding the Union business affairs, meetings and social events and the reports of various committees of the unit. The notices shall be submitted to the Company before posting.
- 4:09 Members of the Union not exceeding two (2) in number shall be granted reasonable leave of absence without pay for the transaction of business for the Union, providing that such leave of absence shall not in any event exceed a total of thirty (30) days in any one year.
- 4:10 Union Leave of Absence – An employee who is appointed to a full time position as an employee of the Union shall be granted leave of absence of such purpose up to a maximum of one (1) year. Such leave shall be without pay and must be requested in writing at least thirty (30) days in advance. Such employee shall maintain his seniority during the period of absence. Said employees will also be required to give a thirty (30) day advanced notice to the Company prior to his return to work.
- 4.11 The Union's bargaining unit committee will consist of three (3) members: the President and two (2) other committee persons. Committee members will be paid their regular scheduled hours on the days that the joint committee is in session. Those joint committee members not scheduled to work on these days will be paid a maximum of eight (8) straight time hours. If the joint committee meets for no more than four (4) hours, the union committee members will be expected to return to work for the completion of their regular shift(s).

5. Strikes and Lockouts

- 5:01 The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit down, stay-in, or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction or the interference with production or any picketing of the Company's premises during the term of the agreement.
- 5:02 The Company agrees that it will not cause or sanction a lock-out during the term of this agreement.

6. Grievance Procedure

- 6:01 In the event that a dispute occurs between the Company and the Union and/or one or more members of the bargaining unit regarding the interpretation, application, or violation of this agreement, the following procedure, or settlement shall be followed:

An employee or group of employees having a dispute or complaint shall first take the matter up verbally with his/her supervisor either directly or if preferred through or with the Union Steward within five (5) days from the time the dispute or complaint arose or became apparent.

If the dispute is not settled by the foreman within forty-eight (48) hours it then becomes a grievance which shall be processed in the following manner.

Step 1 The grievance, together with a statement identifying the article or articles alleged to have been violated and the corrective action or remedy requested by the griever shall be submitted, in writing, to his/her supervisor within forty-eight (48) hours of his verbal disposition of the complaint. The supervisor shall give his decision, in writing, within forty-eight (48) hours of receiving the written grievance.

Step 2 If a satisfactory settlement is not reached at Step 1 the grievance shall, within forty-eight (48) hours, be appealed in writing to the next level of management. A written reply shall then be given, within forty-eight (48) hours of receiving the appeal, by this level of management.

Step 3 If a satisfactory settlement is not reached at Step 2 the grievance shall, within forty (48) hours, be appealed in writing to the Facility Manager or his/her appointee. A mutually acceptable date for a meeting within fourteen (14) days of the appeal will be established at this time.

The meeting may be attended by the Union Committee, an accredited official of the Union and such Company representatives as the Company may designate. The Company reply shall be given within ten (10) days of this meeting.

6:02 Grievances not appealed within the time limits as outlined in Article 6 & 7 shall be deemed to have been abandoned and the last disposition shall be considered as final and binding on both parties.

6:03 Nothing in the agreement shall be deemed to take away the right of an individual employee to present any personal grievance or complaint to the Company.

6:04 The time limits specified in Article (6) shall be deemed to be exclusive of Saturdays, Sundays and those holidays described in Article (18:01) of this agreement, and may be extended only by written mutual agreement between the Company and the Union.

6:05 The Company agrees to notify the Union in writing of the reason for the discharge of any employee and any discharge may be discussed as the grievance except that no grievance will be lodged or processed against the discharge by the Company of a probationary employee as specified in Article (17:01). In the event an employee is discharged and after subsequent investigation is exonerated and reinstated, he shall be reimbursed for time lost by reason of such discharge on the basis of his normal daily hours of work less earnings received from other employers in respect of the period for which he is to be reimbursed.

6:06 In the event of a grievance, the nature of which is common to a group of employees, such grievance may be proceeded with through the appropriate steps by one griever only who will act as representative for the group.

7. Arbitration

- 7:01 Grievances appealed to arbitration must be so appealed within thirty (30) calendar days from the date the subject grievance is disposed of by the Facility Manager at the Company level.
- 7:02 Within seven (7) days of receipt of notification by the one party, the other party shall nominate its choice of arbitrator by notice in writing. The two arbitrators so nominated shall meet forthwith and, if within seven (7) days of their first meeting, they have failed to settle the grievance, they shall attempt to select, by agreement, the chairperson of the Arbitration Board. If they are unable to agree upon the choice of such Chairperson within a further period of seven (7) days, they shall then request the Director of Mediation Services to appoint a Chairperson.
- 7:03 After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) days of the appointment of the chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render its decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- 7:04 The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties but in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this agreement in any respect.
- 7:05 Each party shall pay its own costs and fees and expenses of witnesses called by it and of its representative. The fees and expenses of the chairman shall be shared equally between the parties.

8. Hours of Work

- 8:01 For those employees on day shift, eight hours in any twenty four (24) hour period shall constitute one day's work; One week's work shall consist of forty (40) hours. The working days shall be from Monday to Saturday inclusive. The hours of work shall be from 8:00 a.m. to 4:30 p.m. with one-half hour off for lunch.
- 8:02 For operating crews and maintenance men on shift work, eight hours in any twenty-four (24) hour period, including the lunch break, shall constitute one day's work. The normal working week shall constitute forty (40) hours or the equivalent
- 8:03 It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his scheduled working period.
- 8:04 An employee who will be absent from work shall notify his/her Supervisor one (1) hour before the commencement of his regular shift, whenever practicable.
- 8:05 An employee assigned to operations on a shift which is scheduled to be followed immediately by another shift without a lapse of time, shall not leave his work place until relieved by the employee assigned to the same operations on the succeeding shift except by special permission from his/her supervisor. The maximum hours worked after the end of an eight (8) hour shift shall be no more than four (4) additional hours. Employees working a regular twelve (12) hours shift will not be forced to work more than three (3) hours after the end of the shift. If no bargaining unit employee is willing or able to do the work, supervision may perform the work.
- 8:06 Every employee shall be entitled to two (2) rest periods of fifteen (15) minutes each during their normal daily working hours. The total fifteen (15) minute period includes travel time

to and from the employees work station. Employees are expected to return to their work station and begin working at the end of the fifteen (15) minute rest periods.

8:07 The normal hours of work are stated solely for the purpose of calculating overtime and shall not be constructed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

8.08 Security Guards' hours of work shall be governed by Schedule C.

9. Wages – Classifications

9:01 The classification of the employee and the classification of new occupations shall be done by the Company. The Company agrees to review such classification with the Union whenever requested by the Union to do so.

9:02 While an employee may at any time discuss his classification with his supervisor, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification, or of the change in classification to which such employee objects.

9:03 The classification of all occupations and wage rates appear in Schedule "A" and Schedule "B", attached hereto and is part of this agreement.

10. Shift Premium

10:01 Effective the first pay period following this agreement's ratification, premiums will be adjusted by the agreed upon wage increase percentage for each contract year, and rounded down to the nearest whole cent.

	Nov. 1 2018	Nov. 1 2019	Nov. 1 2020
2 nd shift (4 p.m. – 12 a.m.)	\$ 1.03	\$ 1.04	\$ 1.06
3 rd shift (12 a.m. – 8 a.m.)	\$ 1.32	\$ 1.34	\$ 1.36
12 hr shift (7 p.m. – 7 a.m.)	\$ 1.32	\$ 1.34	\$ 1.36
Work Leaders	\$ 1.30	\$ 1.32	\$ 1.34

10:02 This premium is to be added to the rates shown in Schedules "A" & "B" but is at all times to be shown separately from these rates. The premium is to be added to the rates after and not before, calculation of any overtime.

11. Overtime

11:01 An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal daily hours of work. Except, that an employee shall be paid at the rate of double time for all hours worked in excess of twelve (12) consecutive hours in any one day.

11:02 An employee shall be paid at the rate of double time for work required to be performed on his assigned day of rest and time and one-half on his days off. The assigned day of rest will be the full calendar day prior to the day the employee resumes his regularly scheduled

work, except if Sunday falls in the period of his days off, then Sunday will be considered the day of rest.

- 11:03 Notwithstanding the foregoing provisions of this article, an employee shall not be paid at the rate of time and one-half for overtime work, if such overtime work with the permission of the supervisor is performed by the employee by special arrangement with another employee who may wish to change or exchange working hours.
- 11:04 An employee who works on any of the holidays mentioned in Article (18:01) shall, in addition, be paid at the rate of time and one-half for all hours worked.
- 11:05 An employee will be paid at the rate of one and one-half (1-1/2) times for the first shift only of a Company initiated change in a posted shift schedule. If notice is not provided within thirty-six (36) hours prior to the change, double time for the first shift hours worked will be paid. It is understood and agreed that this clause is not applicable when such changes occur due to vacation schedule.
- 11:06 Any overtime that is required shall be offered 1st to the employee previously doing that job. Secondly and subsequently to the qualified persons with the intent of balancing opportunities.

12. Meal Allowance

- 12:01 The Company shall provide an overtime lunch for employees required to work in excess of two (2) hours overtime beyond their regular shift.

13. Maintenance of Rate

- 13:01 If an employee is assigned to work in a higher paid classification he shall receive the higher rate for the actual hours worked, if he worked, in this classification for one (1) hour or more. If assigned to a higher classification and works for more than four (4) hours in that classification, the employee will be paid the higher classification for the remainder of that shift. In addition, should overtime be worked on that assignment overtime shall be based on the higher rate of pay. If an employee is assigned to work in a lower paid classification he shall not have his rate reduced except if he is reclassified and placed in this lower classification. This clause does not apply to employees undergoing instruction or training.

14. Call in Allowance

- 14:01 If an employee is called by the Company to report at other than his regular scheduled hours, he shall be paid a minimum of three (3) hours at the rate of time and one-half (1 ½) even though he may have worked less than three (3) hours. The employee so called by a member of supervision before 5:00 a.m. will be provided an eight (8) hour rest period before returning to work. If in taking this rest period and reporting for work to complete the remainder of his regular shift, the Company will pay him for the hours so missed at his straight time rate. If the employee is called in to work within three (3) hours of the start of his regular shift, this time will be considered a regular overtime assignment and he will stay to complete his regular shift. One (1) hour at straight time base rate will be paid for travel time per each Call-in.
- 14:02 All call in allowances on Sundays and assigned days of rest shall be paid at the rate of double time.

14:03 If called at home by Supervision, and in lieu of coming into work, if the issue can be successfully handled over the phone and a callout is avoided, the employee will be paid one (1) hour at straight time.

15. Job Posting

- 15:01 When a job becomes vacant, including a relief position, or a job classification is to be increased or a new classification is created; the Company shall post a notice advertising such vacancy for a period of six (6) calendar days. Whoever fills the relief position shall have a twenty-five cent (\$.25) reduction from the classification rate they are bidding into for twenty-two (22) shifts. The Company will determine the number of employees in each classification based on the production demand for its products at the facility. Employees desiring to be considered for such vacancies must file a written application before the expiration of the six (6) day period.
- 15:02 In considering applications for such vacancies the employee with the greatest seniority will be given preference provided he is willing and able to do the work available. The employee will be provided training to qualify.
- 15:03 When there is a vacancy in the classification, the position will first be offered to the Relief Operator in that classification, where applicable.
- 15:04 In the event the Relief Operator declines the position, the position will be posted under 15:01.
- 15:05 Employees failing to qualify for the position within twenty-two (22) regular shifts after starting the new position, shall return to their former position.
- 15:06 Employees are permitted to relieve themselves from a position, and return to their previous position within twenty-two (22) regular shifts of starting the new position.
- 15:07 Vacant positions may be filled on a temporary basis for 30 calendar days prior to being posted and permanently filled.
- 15:08 In the event that there is no applicant for a vacant position, the Employer shall have the right to permanently assign the Employee of lowest seniority.
- 15:09 The Company may maintain up to four (4) employees in the "Labourer" Classification. Employees currently classified as Labourers will be permanently classified in the position they currently hold. Any new employees hired as a Labourer will remain in this classification until either they bid on an open position, or are permanently assigned to a position per Section 15.08.

16. Student Employees

- 16:01 Notwithstanding the provisions of Article (17:01), students may be hired for periods not to exceed six (6) months. Such employees shall be considered as probationary employees, and shall not acquire seniority. Students shall not receive any benefits. This six (6) month period may only be extended by mutual consent of the Company and the Union. A student is a person who is enrolled or is returning to School within six (6) months.

17. Seniority

- 17:01 An employee shall acquire seniority status after he has been in the employ of the Company for an aggregate period of ninety (90) days during any twelve (12) month period.
- 17:02 The seniority of an employee shall date from ninety (90) days prior to the date on which he acquires status.
- 17:03 For the purpose of this agreement, seniority shall accumulate throughout the total period which an employee has been on the payroll of the Company. Accumulated seniority shall be lost upon termination of employment; however, accumulated seniority shall not be lost if such termination is due to a layoff providing that lapse of time between the day of termination for such a reason and the date of re-employment does not exceed twelve (12) months.
- 17:04 The Company agrees to post seniority lists showing the seniority status of each employee and to furnish the Union with a copy of such lists.
- 17:05 The Company agrees to alter the seniority lists from time to time and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.
- 17:06 Provided the employee is able and qualified to do the work available, seniority shall govern on all occasions when a layoff recall, transfer, promotion or other adjustment of personnel is necessary.
- 17:07 Loss of Seniority – An employee will lose his seniority if he:
- voluntarily resigns
 - is justifiably discharged and not reinstated
 - is laid off for a period exceeding 12 months
 - is absent from work for five (5) consecutive days without notifying the Company giving a satisfactory reason for such absence unless extenuating circumstances can be shown.

18. Pay for Designated Holidays

- 18:01 An employee shall, subject to the second paragraph of this clause, be paid at his straight time rate of the basis of his regularly scheduled normal daily hours of work for the day on which New Year's Day, Family Day, Good Friday, Victoria Day, Farmer's Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day falls whether he works or not. Provided that an employee shall not be entitled to be so paid:
- (1) If he does not work on such holidays when he had been required or scheduled to do so.
 - (2) If he is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.
 - (3) If such holiday occurs while on leave of absence, exclusive of vacations and approved union leave.
- 18:02 The holidays listed in Article (18:01) shall, during the term of this agreement, be observed on the dates as follows, except for continuous operations that shall observe stats on the day they fall:

2019

January 1	Tuesday	New Year's Day
February 18	Monday	Family Day
April 19	Friday	Good Friday
May 20	Monday	Victoria Day
June 14	Friday	Farmer's Day
July 1	Monday	Canada Day
August 5	Monday	Civic Holiday
September 2	Monday	Labour Day
October 14	Monday	Thanksgiving Day
November 11	Monday	Remembrance Day
December 25	Wednesday	Christmas Day
December 26	Thursday	Boxing Day

2020

January 1	Wednesday	New Year's Day
February 17	Monday	Family Day
April 10	Friday	Good Friday
May 18	Monday	Victoria Day
June 12	Friday	Farmer's Day
July 1	Wednesday	Canada Day
August 3	Monday	Civic Holiday
September 7	Monday	Labour Day
October 12	Monday	Thanksgiving Day
November 11	Wednesday	Remembrance Day
December 25	Friday	Christmas Day
December 28	Monday (observed)	Boxing Day

2021

January 1	Friday	New Year's Day
February 15	Monday	Family Day
April 2	Friday	Good Friday
May 24	Monday	Victoria Day
June 11	Friday	Farmer's Day
July 1	Thursday	Canada Day
August 2	Monday	Civic Holiday
September 6	Monday	Labour Day
October 11	Monday	Thanksgiving Day

- 18:03 If a relief operator is assigned to work in a higher paid classification on a designated statutory holiday he shall receive the higher rate as statutory pay.
- 18:04 If a relief operator works on a higher paid classification the day preceding a statutory holiday and such holiday is his scheduled day of rest. He shall be paid the higher rate if he works his first scheduled day succeeding the holiday at the same classification.
- 18:05 For vacation pay purposes, a relief operator will be paid the higher rate if he has been employed at that higher rated job for a continuous period of three (3) months prior to his vacation.

19. Bereavement Leave – Jury Duty

- 19:01 The Company will grant to an employee with seniority status five (5) consecutive scheduled non-overtime days' leave of absence, with pay at straight time, due to the death of the employee's child, current spouse, parent or stepparent, stepchild of current spouse, parent or stepparent of current spouse.
- 19:02 The Company will grant to an employee with seniority status three (3) consecutive scheduled non-overtime days' leave of absence, with pay at straight time, due to the death of the employee's brother or stepbrother, sister or stepsister, brother-in-law, sister-in-law, grandparents or grandchildren, grandparents of current spouse, or grandchildren of current spouse. The Company shall grant to an employee with seniority status one (1) non-overtime day's leave of absence with pay at straight time, due to the death of the employee's aunt or uncle.
- 19:03 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 and the amount of jury or witness fees paid for by the court.

20. Safety and Health

- 20:01 The Company will 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.
- 20:02 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.
- 20:03 The Company agrees to recognize a safety committee comprised of two (2) representatives from the Union and two (2) from the Company. One member from each committee shall be a permanent member (one year duration for the Union Member).
- 20:04 The Company shall discuss with the Union Safety Committee any addition to plant safety rules and regulations prior to implementation.
- 20:05 1) Commencing November 1, 2018, The Company will reimburse employees purchasing C.S.A. approved safety footwear up to one hundred and ninety (\$205.00) dollars per year. This amount will increase by five (\$5.00) dollars in each year of the Agreement. Any item related to foot care may be purchased with this money (i.e. socks, insoles, etc.). Employee may bank any unused amount for a period of two years.

An employee will qualify for a second pair of safety shoes with their Supervisor's approval as per the above rate in effect at the time of the purchase. In the case of Evaporator Operators, Supervision will provide just cause for any such refusal.

2) During the first six (6) months of this agreement, the Company will implement a program to provide up to fourteen (14) pairs of coveralls, shop-coats or work shirt & pants at the Employee's discretion, to any and all employees choosing to avail themselves of this section. Employees in the Maintenance, Powerhouse, Well Tender, Evaporator Operators, and Security classifications must wear company provided clothing.

3) Employees required to work outside shall be provided one (1) winter parka and one (1) set of winter bib overalls within the term of this agreement, to be replaced as required.

20:06 The Company shall pay for one (1) eye examination per year per employee, effective November 1, 1988.

20:07 The Company agrees to pay up to one (1) hour lost time once every year to attend an eye examination.

20:08 Effective November 1, 2010, the Company will pay for time lost due to any authorized Company requested yearly medical examination or follow up examinations if directly required by the Company's medical protocols not to exceed two (2) hours per each appointment.

21. Vacations

21:01 Subject to the rules contained below, an employee who has completed the prescribed period of service shall be granted a vacation pay as follows:

Employees having completed one (1) year but less than three (3) years continuous service shall be entitled to two (2) weeks' vacation. Vacation pay shall be equal to 80 hours or 4% of the prior year's gross wages, whichever is greater.

Employees having completed three (3) years but less than ten (10) years continuous service shall be entitled to three (3) weeks' vacation. Vacation pay shall be equal to 120 hours or 6% of the prior year's gross wages, whichever is greater.

Employees having completed ten (10) years but less than twenty (20) years continuous service shall be entitled to four (4) weeks' vacation. Vacation pay shall be equal to 160 hours or 8% of the prior year's gross wages, whichever is greater.

Employees having completed twenty (20) years but less than twenty-five (25) years continuous service shall be entitled to five (5) weeks' vacation. Vacation pay shall be equal to 200 hours or 10% of the prior year's gross wages, whichever is greater.

Employees having completed twenty-five (25) years continuous service shall be entitled to six (6) weeks' vacation. Vacation pay shall be equal to 240 hours or 12% of the prior year's gross wages, whichever is greater.

Any employee whose 3rd, 10th, 20th or 25th year of service falls within the current vacation year shall be permitted to take the corresponding number of vacation weeks beginning January 1st of the current vacation year. If, however, the employee should resign or is otherwise terminated prior to this anniversary date he will be required to reimburse the Company for the extra week of vacation he was granted in advance of his actual entitlement to the additional week in question.

21:02 For the purpose of these rules, "continuous service" entitling an employee to a vacation shall be the length of his accumulated service less any period of absence by reason of strike, suspension, lay-off or leave of absence in excess of fifteen (15) consecutive calendar days.

21:03 Vacations may not be postponed from one vacation year to another, nor may they be waived by an employee and vacation pay drawn in lieu of time off.

- 21:04 When a paid designated holiday occurs during an employee's vacation period, the employee may elect to take an additional day off for that holiday. Such day shall be taken on the employee's last scheduled working day preceding, or next scheduled working day following such vacation.
- 21:05 Vacation pay shall be paid to the employee at least one day prior to the beginning of the employee's annual vacation, providing that the employee shall have confirmed his impending vacation with the Company at least sixteen (16) days in advance.
- 21:06 Vacation forms submitted prior to April 1st, must be returned either approved or declined by April 15th, those submitted after April 1st shall be returned within 14 calendar days. If no response is received within the 14 days, the vacation request will be deemed approved.
- 21:07 Employees paid 3 or more weeks of vacation may take one week of vacation in single day increments provided sufficient notice and approval is granted by supervision.

22. Duration

- 22:01 In the event of any technological change or the permanent closure of all or part of the Plant which results in the permanent reduction of the work force, the following shall apply:
- (a) The Company will inform the Union within forty-eight (48) hours after the formal decision to take any of the actions identified in Section 22.01 and,
 - (b) shall meet with the Union and affected employees to discuss the impact of the reduction or closure once the details of such event have been identified. The Company will periodically meet and update the Union and the affected employees, and will conduct Effects Bargaining with the Union at a time when all necessary information relative to the event is known.
- 22:02 The effective date of this agreement will be from the 1st day of November 2018 until the 31st day of October 2021 and shall be automatically renewed from year to year hereafter unless notice in writing is given by either party to the other of termination, alteration, or revision of the agreement.
- 22:03 Either party may, by notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiration of the term of the collective agreement and both parties shall thereupon enter into such negotiations, in good faith, and make every reasonable effort to secure such renewal.
- 22:04 Once notice has been given as per 22:03, both the Union and the Company will set a date, that is mutually agreed by both parties, in order to start bargaining. On day one of bargaining, both parties will exchange their respective bargaining proposals.

23. Illness

- 23:01 Employees will have 3 paid sick days per year. Employees can carry-over (3) earned but unused sick days for a total bank of six (6) days. Employees are expected to notify their supervisor as soon as possible when taking a sick day, and the Company reserves the right to request a note from a medical professional in the event abuse is suspected.
- 23:02 A note from a medical professional shall be required to return to regular duties after three (3) consecutive missed shifts.

23.03 Employees on the 8-hour shift will be paid for eight (8) hours. Employees on the 12-hour shift will be paid for twelve (12) hours.

23.04 When an Employee's illness (or restriction) is expected to, or is found to, exceed thirty (30) days the employer will endeavor to fill the position for the duration of the condition.

24. Notices

24.01 The notices provided for in Article (22) shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the Company, addressed to the Facility Manager at the said Facility.

25. Paid Domestic Violence and Discipline Protection

25.01 The Company and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subject to discipline if work performance can be linked to the abusive or violent situation. The Company shall provide three (3) paid days annually for absences that are not covered by sick leave or disability insurance.

26. Paid Education Leave

26.01 The Company agrees to pay into a special fund an amount of three cents (\$.03) per hour for all hours actually worked (up to 2080 hours worked per employee per year) to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9
Canada

The Company shall approve reasonable education leave, subject to operational needs, for the members of a bargaining unit at the request of the Union. Candidates for the PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. The Company shall notify the Union of its approval or disapproval of the requested leave within a reasonable time period. Employees on PEL leave of absence shall continue to accrue seniority and service.

**K+S Windsor Salt Limited
Lindbergh Facility
SCHEDULE "A"**

Classifications	Nov. 1 2018	Nov. 1 2019	Nov. 1 2020
Stat. Engineers			
2 nd Class	\$50.11	\$50.98	\$51.99
3 rd Permit	\$46.67	\$47.48	\$48.42
3 rd Class	\$40.80	\$41.51	\$42.34
4 th Class	\$35.40	\$36.01	\$36.73
Eng. Training	\$33.15	\$33.73	\$34.40
Maintenance			
Master Elect.	\$48.74	\$49.59	\$50.58
Journeyman	\$47.07	\$47.89	\$48.84
Utility	\$32.38	\$32.94	\$33.59
Well Tender	\$33.88	\$34.47	\$35.15
Operators			
Evaporator	\$36.95	\$37.59	\$38.34
Pellet Press	\$33.62	\$34.20	\$34.88
Block Press	\$33.27	\$33.85	\$34.52
Mixer	\$32.36	\$32.92	\$33.57
Package	\$30.83	\$31.36	\$31.98
Bagger	\$30.96	\$31.50	\$32.13
Warehouseman	\$32.03	\$32.59	\$33.24
Labourer	\$28.77	\$29.27	\$29.85
Security & Safety	\$29.86	\$30.38	\$30.98
Student	\$21.12	\$21.48	\$21.90

A probationary period of ninety (90) days will apply to all new employees at a probationary rate of twenty-five cents (0.25) less than the classification to which the new employee may be assigned.

Additional Premiums:

- 1) Dual Ticketed Employee: \$.50 per hour - if both Trades are needed at the Facility and approved by the Facility Manager
- 2) Management will select the work leader without regard to seniority or the requirement to post the position.

*Company training required to be fully qualified Security & Safety will be completed in first six (6) months from date of hire consists of: First Aid/CPR/AED, Confined Space, Fall Protection, H2S, and WHMIS.

**K+S Windsor Salt Limited
Lindbergh Facility
SCHEDULE "B"**

Classifications	Nov. 1 2018	Nov. 1 2019	Nov. 1 2020
Journeyman	\$47.07	\$47.89	\$48.84
Apprenticeship (3 year program)			
Grade 1	\$42.36	\$43.10	\$43.95
Grade 2	\$32.94	\$33.52	\$34.18
Grade 3	\$28.24	\$28.73	\$29.30
Apprenticeship (4 year program)			
Grade A	\$42.36	\$43.10	\$43.95
Grade B	\$37.65	\$38.31	\$39.07
Grade C	\$32.94	\$33.52	\$34.18
Grade D	\$28.24	\$28.73	\$29.30

Note 1: Progression to the next highest classification will be contingent upon the successful completion of the written examination and the qualifying work experience requirement of the designated trades.

Note 2: Anyone wishing to apprentice in a trade should contact their supervisor in writing.

Qualifications for the purpose of the Apprenticeship Program shall be based on the results of the entrance examinations as set forth by the Alberta Apprenticeship Board.

The criteria set out by the Company in the posted notice of June 21, 1978 also apply.

The criteria are as follows:

1. Scholastic standing as required by the Apprenticeship Board.
2. Company requirements of the trade selected.
3. Number of employees in training courses.
4. Value of your training to the Company.

When selecting the successful applicant the concept of seniority shall govern where the qualifications are relatively equal between two or more employees.

K+S Windsor Salt Limited
Lindbergh Facility
SCHEDULE "C"

Twelve (12) Hour Shift Provisions

The following conditions apply to the implementation of a twelve (12) hour shift schedule in the Powerhouse, the Pan Room, Security and Safety, and the Back End.

- 1) Twelve (12) hour shifts may be terminated by the Company or the Union on thirty (30) days' notice for any of the following reasons:
 - (a) the costs to the Company of the twelve (12) hour shift arrangement exceed the costs of the previous eight (8) hour shift schedule;
 - (b) withdrawal by the Labour Relations Board of permission to work such shifts;
 - (c) fifty-one (51) per cent of employees assigned to twelve (12) hour shifts vote in favor of the termination of such shifts;
 - (d) passage of government legislation which requires premium payments in excess of those currently applicable;
 - (e) unfavorable rulings or penalties imposed by the Workers' Compensation Board attributable to the working of twelve (12) hour shifts;
 - (f) failure of the Replacement System to effectively provide replacements for employees absent due to sickness or for other reasons;
 - (g) deterioration of safety, health or absenteeism experience attributable to the working of twelve (12) hour shifts;
 - (h) adverse sociological effects or deterioration of productivity attributable to the working of twelve (12) hour shifts;
 - (i) for any other Company or Union justification.
- 2) The Company and the Union will make every effort to resolve any issues that arise out of the implementation of this schedule.
- 3) The regular twelve (12) hour day shift shall be 07:00 – 19:00 and the regular twelve (12) hour night shift shall be 19:00 – 07:00.
- 4) For Powerhouse, Pan Room, Security and Safety, and Back End employees on twelve (12) hour shift, twelve (12) hours in any twenty-four (24) hour period shall constitute one (1) days' work. The normal working week shall constitute forty (40) hours or the equivalent.
- 5) Twelve (12) hour shift employees shall receive twelve (12) hours pay for designated holidays not worked.
- 6) Twelve (12) hour shift employees who work a designated holiday shall receive holiday pay for twelve (12) hours plus 1-1/2 times pay for hours worked on a designated holiday.
- 7) Twelve (12) hour shift employees begin their vacation on the first day of their regular scheduled shift and end their vacation on the last day of their regular shift.

- 8) The Union and the Company will develop a mutually acceptable system to ensure shift coverage in the event of sickness or other temporary and unforeseen reasons. The goal will be to develop a voluntary spare-board system with a back-up compulsory spare-board system.
- 9) An employee shall be paid at the rate of double (2) time for all hours worked in excess of their twelve hour daily shift.
- 10) An employee shall be paid at the rate of double (2) time for work required to be performed on his assigned day of rest and time and one-half on his days off. The assigned day of rest will be the last day off in any given week (Monday to Sunday), except if Sunday is one of his days off in this week (Monday to Sunday), then Sunday will be considered the day of rest.
- 11) Reversion Costs

It is understood and agreed that in the event twelve (12) hour shifts are terminated in accordance with the provisions of item 1 of this Schedule "C", premium payments which arise as a direct result of such termination shall not be applicable.
- 12) Shift Premiums
 - a) 7:00 a.m. to 7:00 p.m.
No Shift premium applicable for the term of contract.
 - b) 7:00 p.m. to 7:00 a.m.
See 10:01.

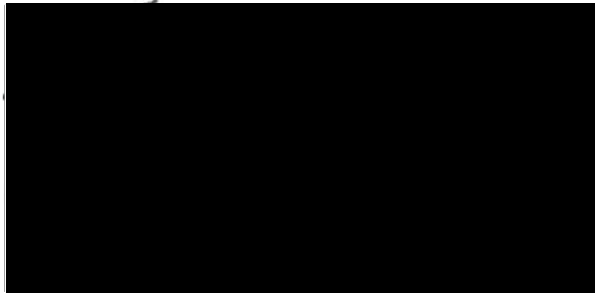
K+S Windsor Salt Limited
LINDBERGH FACILITY

Gillis Burke – General Manager
 Christopher Gètaç – Director, Employee Relations
 Christina Ross- Regional HR Manger



UNIFOR
LOCAL 474

Adam Conner – President
 Raymond Ayotte – Vice-President Committee
 Robert Walker – Negotiating Committee
 Philip Bélanger – UNIFOR National Representative



LETTERS OF UNDERSTANDING

No. 1: WELL TENDER JOB VACANCY

Pursuant to article 15:02, when filling a vacant well tender position, the employee with the greatest seniority will be given preference, provided s/he completes a SAIT course, or equivalent course, approved by the Company and designed for gas and oil field production within 3 years of filling the vacancy. The employee will be reviewed every 6 months to ensure he is demonstrating progress towards the completion of the modules.

Courses will be reimbursed by the Company upon providing proof that the course was successfully completed.

When seniority and qualifications are equal between two or more employees, previous experience in the gas and oil field will be considered.

No. 2: MUTUAL EXCHANGE OF SHIFTS.

An employee may, with approval of the Company, arrange a mutual exchange of shifts with another employee, provided such exchange does not result in overtime payment or infringe Employment Standards regulations. The Company and the Union shall create a mutually acceptable form for each employee who seeks to exchange a shift to sign. The employee(s) shall submit the form to their supervisor for approval. The Company reserves the right to refuse the request to exchange shifts. If one of the employee misses the exchanged shift, the Union and the Company agree that such violation shall not be subject to the Grievance Procedure (the Union will not grieve the discipline), provided the discipline would not result in a suspension or termination.

No. 3: STEAM ENGINEERING TICKET AND WATER TICKET

Upon successful completion, the Company agrees to reimburse the employee for the cost of retaining, or acquiring, or furthering their qualifications for steam engineering ticket, water ticket, and/or any other training or qualifications the Company elects to send an Employee on, or deems is of benefit to the Company.

No. 4: MAINTENANCE STAFFING

The Company commits to the Union that every effort will be made to phase out the use of the Welder and Carpenter contractors and to make the business case for increasing the Maintenance Department by two (2) employees (1 Welder and 1 Carpenter) for approval by Corporate. The timeline to reach this goal is within 6 – 8 months.

No. 5: Vacation Guidelines

The Company has established the following guidelines with regard to the number of employees from each of the groups below that can be on vacation at one time:

POWER HOUSE	- One employee only in one period
PAN ROOM	- One employee only in one period
MAINTENANCE	- Three employees in one period; one per classification
SECURITY	- One employee only in one period
MILL	- Four employees in one period; one per classification

No 6: Benefit Providers

The Union understand and agrees that the Company has the right to change Benefit Providers as long as the benefits remain comparable to those currently being provided at the beginning of this Agreement.

No 7. Temporary Assignments

The Company shall fill temporary assignments using seniority, training, and operational needs. In order to assist employees to gain additional training to increase their skills, the Company shall provide a voluntary sign-up sheet for training to employees working in the Front, Back, Warehouse, and Packaging Departments. Availability for the training is subject to space requirements and employees will be accepted on a first-come, first-served basis. The Company has no obligation to provide such training, but the Company will provide the voluntary sign-up sheet when the Company plans to provide training from time-to-time.

No 8. Severance (to expire at the end of the current CBA)

The parties recognize the continuing economic hardships facing the Lindbergh facility and the ongoing potential of a partial or complete shutdown of the facility. Based on this ongoing uncertainty, the parties agree that:

In the event of a partial or complete plant closure, employees laid off due to such partial or complete plant closure shall be entitled to severance as follows:

1. All employees entitled to two (2) weeks' severance at base rate of pay; and
- 2a. Employees with ten (10) or fewer years of service shall receive one (1) week of severance pay at the base rate of pay for each year of service; or
- 2b. Employees with eleven (11) or more years of service shall receive two (2) weeks of severance pay at the base rate of pay for each year of service.

Employees accepting severance shall be removed from the recall list.

NOTES
